

6/30/2001

4408

AGREEMENT

By and Between

CITY OF BIRMINGHAM

and

LOCAL 998, BIRMINGHAM CLERICAL EMPLOYEES CHAPTER.
Affiliated With
INTERNATIONAL UNION, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
and COUNCIL NO. 25

Birmingham, City

Effective through June 30, 2001

TABLE OF CONTENTS

Page #

AGENCY SHOP -----	6
ANNIVERSARY DAY -----	45
BENEFIT COMPARISON -----	D-1
COST OF LIVING -----	73
DENTAL INSURANCE -----	C-1
DISCIPLINE -----	11
EDUCATIONAL PROGRAM -----	60
EMERGENCY LEAVE -----	34
EMPLOYEE POSITION -----	3
FUNERAL LEAVE -----	34
GENERAL PROVISIONS -----	67
GRIEVANCE PROCEDURE -----	11
HOLIDAYS -----	44
HOURS OF WORK -----	67
ILLNESS ALLOWANCE -----	36
INSURANCE -----	49
JOB CLASSIFICATIONS -----	72
JURY DUTY -----	35
LEAVE OF ABSENCE -----	29
LIFE INSURANCE -----	B-4
LONG-TERM DISABILITY INSURANCE -----	B-6
LONGEVITY BONUS -----	46
MANAGEMENT RIGHTS -----	4
MILITARY SERVICE -----	28

MILITARY TRAINING LEAVE -----	33
NEW JOBS -----	71
NO DISCRIMINATION -----	3
NO STRIKE - NO LOCKOUT -----	10
OPTICAL INSURANCE -----	B-1
OVERTIME -----	69
PERSONAL DAY -----	45
PREAMBLE -----	1
RECOGNITION -----	2
REPRESENTATION -----	9
RETIREMENT -----	64
SENIORITY -----	16
SEPARABILITY AND SAVINGS CLAUSE -----	77
SPECIAL CONFERENCES -----	16
TERMS -----	78
UNIFORM ALLOWANCE -----	63
UNION LEAVE -----	33
VACATIONS -----	41
WAGES -----	73
WORKER'S COMPENSATION -----	40
WORKING OUT OF CLASSIFICATION -----	71

PREAMBLE

PURPOSE AND INTENT

This Agreement, entered into on _____ by and between the City of Birmingham, a Municipality in Oakland County, Michigan, hereinafter referred to as the City, and Local 998, Birmingham Clerical Employees Chapter affiliated with the International Union American Federation of State, County and Municipal Employees and Council No. 25, 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 between the City, the employees and the Union.

The parties mutually recognize that the responsibilities of both the employees and the City to the public require that any disputes arising between the employees and the City be adjusted and settled in an orderly manner.

The Union further recognizes the essential public service here involved and the general health, welfare and safety of the community is dependent upon proper service to the community.

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

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

ARTICLE I
RECOGNITION

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:

All full-time and regular part-time employees classified as clerical, technical, parking enforcement assistants employed by the City of Birmingham, Michigan, but excluding: Deputy City Clerk, Deputy City Planner, Secretary to the Financial Director, Secretary to the City Manager, Secretary to the Personnel Director, Administrative Assistant to the Department of Public Works, Deputy Treasurer, Golf and Recreation Supervisor, Financial Assistant, Animal Control Officers, Engineers, Sworn Police Officers, Firemen, Supervisors as defined by the Act, and all other employees.

ARTICLE II

NO DISCRIMINATION

Section A.

There shall be no discrimination against any employee because of union activity, membership in the Union, or because of his acting as an officer or in any other capacity in behalf of the Union.

Section 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.

Section C.

Where appropriate in the Agreement, the specification of the masculine gender implies the feminine, and the specification of the singular implies the plural, and vice-versa.

ARTICLE III

EMPLOYEE POSITION

Under no circumstances shall the City negotiate terms and conditions of employment with any employee which conflict with the provisions of this Agreement.

ARTICLE IV
MANAGEMENT RIGHTS

Section A.

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 solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: the rights to decide the number and location of buildings, work stations and work areas, work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, the right to purchase the services of others for economic reasons, subject to the provisions of Article IV, Section C, together with the selection, procurement, designing, engineering and the control of equipment and materials.

Section B.

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, the right to establish and maintain reasonable rules, regulations and personnel policies 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 set forth herein.

Section C.

In the event that the City elects for economic reasons to purchase the services of others and such decision would result in the layoff of bargaining unit employees, the City will transfer such employees to available openings, including any openings created by the subcontracting, either within the unit or outside the unit if the employee is qualified to perform such work, provided that if the employee involved has the basic educational background to perform the available work but merely lacks a particular technical skill which could be acquired in a period of time not to exceed 12 months, the City will permit such employee to accept such job conditionally and grant such employee, if the employee requests, an unpaid leave of absence to attend school or seminars to acquire such technical skill. Tuition for such school or seminars shall be reimbursed under the formula used in the Educational Assistance Program, as set forth in Article XXIV, Sections (C) (5) and (6), said employee to receive education cost reimbursement up to \$240 upon completion of training and return to the City's employment, and if the employee remains with the City in the position trained for a period of one year, reimbursement for additional education expenses up to an additional \$400. Such employee shall notify the City of the courses in which he or she is enrolled and of the progress. The City reserves the right to check such matters on its own initiative; if such employee completes such courses and has the requisite technical skill, he

or she shall be awarded the vacancy. During the period that the affected employee is attending school or seminars to acquire the requisite technical skill, the City may fill the job with a temporary employee.

The City agrees to pay for insurance coverage provided under Article XXIII for an employee who takes advantage of the above provision for the billing month in which they start their leave and for two additional billing months.

The above option offered to employees will be offered to the employee directly affected by the purchasing of services. If such person elects not to accept such option, such employee may exercise his or her seniority as provided in Article XI, Section H(2) and (5) and, in such situation, the employee who ultimately is laid off by such decision may elect such option, provided that such employee was either employed on March 1, 1977 or has at least one year seniority.

ARTICLE V

AGENCY SHOP

Section A. - Present Employees

Each employee who, on the effective date of this Agreement, is a member of the Union, shall maintain his membership therein. Each employee who, on the effective date of this Agreement, is not a member of the Union, shall either elect to join the Union, or may pay to the Union each month a service charge equal to the current monthly dues assessment.

an amount sufficient to provide for the regular payment of the current rate of monthly union dues established by AFSCME Local No. _____, Council No. _____. The amount shall be certified by Local Union No. _____ and any change in such amount shall be so certified. The amount deducted shall be paid to the treasurer of Local Union No. _____, Council No. _____ AFSCME. This authorization shall remain in effect unless terminated by me during the two week period _____ to _____ of any year.

Street Address

Employee's Signature

City

State

The deductions shall be made from the pay of the employee's for the first pay period ending during the calendar month. If the employee has no pay coming for such pay period, such dues or service charge shall be deducted from his pay in subsequent pay periods in such calendar month. Deductions for any calendar month shall be remitted to the designated financial officer of the local union with a list for whom dues have been deducted as soon as possible after the tenth (10th) day of the next month, but not later than the fifteenth (15th) day of the next month.

Section D. - Indemnification and Save Harmless

The Union agrees to indemnify and save harmless the City from any liability by reason of the enforcement of this Article.

ARTICLE VI
REPRESENTATION

Section A. - Union Officers

The City recognizes the following officers as elected representatives of the bargaining unit: Chairperson, Vice Chairperson, Secretary, Chief Steward and his alternate.

Section B.

The Union will notify the City in writing of the names and titles of its representatives. No representatives will be permitted to act as such until the City is advised in writing that the person has become a representative.

Section C.

1. Union activities on the City's time shall be limited to the following:

Union officers may:

- a. Post notices on bulletin boards
- b. Transmit messages
- c. Attend special conferences or grievance hearings as outlined in this Agreement

2. The Union officers will conduct these activities as quickly as possible and cause as little interruption of work as possible.

Section D.

The City agrees that representatives of the American Federation of State, County and Municipal Employees and Council 25 shall have access to the premises of the City at any time during working hours upon giving the City reasonable advance notice, for the purpose of meeting with the City and/or adjusting grievances or as otherwise mutually agreed to by both parties.

ARTICLE VII

NO STRIKE - NO LOCKOUT

Section A.

Under no circumstances will the Union cause or authorize or condone, nor will any member of the bargaining unit take part in, any strike, sitdown, stay-in, or slow-down, in any building or property of the City or any curtailment of work or restriction of service or interference with the operations of the city during the term of this Agreement.

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

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

Section B.

The City will not lock out any employees during the term of this Agreement.

ARTICLE VIII

DISCIPLINE

Section A

The City reserves the right to discipline an employee up to and including discharge for just and stated cause. Where possible, said discipline or discharge shall be done in such a manner as not to occasion undue embarrassment to the employee before other individuals. The City agrees that the concept of progressive discipline should be followed. As an example only, said progressive discipline may assume the following form:

- 1 Verbal Warning
- 2 Written Warning
- 3 Suspension
- 4 Discharge of Demotion

The above example is illustrative only, and may be modified at the discretion of the City to fit the particular circumstances.

Section B.

In no case will the City discharge an employee without notifying the employee of the reason or reasons therefore in writing and immediately filing a copy with the Union.

ARTICLE IX

GRIEVANCE PROCEDURE

Section A.

A grievance is defined as a 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. The employee (the "grievant") directly affected by the matter being grieved shall first raise the matter

with his designated supervisor (and the Union Officer if so desired by the employee), provided that a Union representative may file a class grievance, which is a grievance involving an issue affecting all employees as a group rather than any specific employee(s). If not settled at that time, it shall be reduced to writing and signed by the grievant. Any grievance not submitted within five (5) calendar days (excluding Saturdays, Sundays and holidays) of the date of alleged contract breach or of the date a reasonably prudent person would have knowledge of the alleged contract breach shall be considered automatically closed.

Step 2. The written grievance shall be discussed between the Union Officer and the designated supervisor. The designated supervisor shall give his written decision within five (5) calendar days (excluding Saturdays, Sundays and holidays) after receipt of the written grievance.

Step 3. In the event the grievance is not settled in Step 2, the Union shall request a meeting with the City, including the City Manager, or his designee within five (5) calendar days (excluding Saturdays, Sundays and holidays) after receipt of the decision in Step 3, at which meeting either party may have outside representatives present. The City Manager or designee, within ten (10) calendar days (excluding Saturdays, Sundays and holidays) meet with the Union and the grievant in an attempt to settle the grievance. The City Manager, or designee shall give his answer within ten (10) calendar days (excluding Saturdays, Sundays and holidays) after the date of such meeting.

Step 4. In the event the grievance is not

satisfactorily settled in Step 3, the Union shall submit the grievance for consideration to the City Commission. Notice of request for consideration must be filed within five (5) calendar days (excluding Saturdays, Sundays and holidays) after the date of the City Manager's decision. The City Commission may render a decision in said grievance with or without a hearing or may waive rendering a decision. The City Manager shall submit the Commission's decision or waiver of decision to the Union within twenty (20) calendar days (excluding Saturdays, Sundays and holidays) after receipt of the request for consideration.

Step 5. Should the City Commission elect to waive rendering a decision in Step 4, or in the event the City Commission renders a decision which does not satisfactorily settle the grievance, either party may submit the matter to final and binding arbitration by notifying the other party and the Federal Mediation and Conciliation Service ("FMCS") within twenty (20) calendar days (excluding Saturdays, Sundays and holidays) of receipt of the Commission's decision or its decision to waive. Arbitration shall be conducted in accordance with the rules of the FMCS provided that each party may strike one panel of arbitrators submitted by FMCS and the parties shall select the arbitrator alternately striking one name from the list with the final name being the arbitrator selected. The costs of such arbitration shall be shared equally by the Union and the City. The arbitrator shall have authority to apply and interpret the terms of this Agreement, but shall have no authority to add to, subtract from or otherwise modify the terms of such Agreement.

Section B.

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.

Section C.

Time limits of the grievance procedure may be extended upon mutual agreement of both parties.

Section D.

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.

Section E.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate during normal working hours, less a reasonable deduction for any new compensation he may have received from any source of employment during the period in question.

Section F.

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:

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.

Section G.

An agreement reached between the Management and the Union Representative is binding on all workers affected and cannot be changed by an individual if signed by the Chapter Chairperson or Steward.

Section H.

Where practical, efforts will be made by the Steward or Chapter Chairperson to investigate, present and process grievances during non-working time. However, when this is not possible, the Steward or Chapter Chairperson, 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 hours. Such time spent in handling grievances during the Steward's or Chapter Chairperson'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 Chapter Chairperson. If he has occasion to go into another department, he must first notify such department supervisor. He must notify his own 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.

Section I.

Any employee, prior to attending to a Union-related activity, shall first notify his department head that he is leaving the department.

ARTICLE X

SPECIAL CONFERENCES

Special conferences for grievances and other important matters may be arranged between the Union Chairperson and Steward and the City upon the request of either party, but not more frequently than once each month, except by mutual consent. The Union shall be entitled to have present any non-bargaining unit personnel and, in addition, shall be entitled to have present two members of the bargaining unit, each of whom shall be compensated for time lost, if any. Other arrangements may be made as may be mutually agreed. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested.

ARTICLE XI

SENIORITY

For purposes of this Agreement, "seniority" shall mean an employee's service while employed by the City in a classification covered by the terms of this Agreement, provided that for purposes of shift selection, vacations, holidays, length of employment within the department shall continue to be recognized so that the employee with the longest employment within the department and Classification shall be given preference.

For purposes of this Agreement, "service" shall mean a person's continuous period as an employee of the City from his last date of hire.

Section A - Probationary.

1. Employees hired after the signing of this agreement shall be probationary employees for a period of twelve (12) months. Upon completion of their probationary period, all employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the first day worked in a classification covered by this Agreement.

2. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment except discharge and discipline for other than Union activity.

Section B - Temporary Employees.

1. Temporary employees shall not acquire seniority. A temporary employee is an employee who: (a) normally works consecutively for not more than ninety (90) days; (b) works irregularly; or (c) a person furnished by an agency supplying temporary employees, such as the Uniforce Temporary Services.

2. The City agrees that it will not employ a temporary employee to perform the work load of an employee on layoff who is subject to recall, provided that such laid off employee is immediately available to perform such work. For purposes of this section, an employee shall be deemed immediately available if, in an emergency situation, such employee is able to report for work within twenty four (24) hours after notice by the City of the availability of work, or in other than emergency situations, such employee is able to report for work within forty-

eight (48) hours after notice by the City of the availability of work. The provisions of Section I, Recall Procedure, shall not be applicable to recall for temporary positions as described herein.

3. The City agrees that if an employee on layoff is immediately available and qualified to perform the work of an employee who is to be absent from his job for a period of five (5) work days or more, such laid off employee shall be notified of the availability of such work. For purposes of this section, "immediately available" is defined the same as in Section 2 above, and the term "qualified" shall mean that the laid off employee held the same classification as the employee he is replacing, or that the laid off employee would have been able to bump to the classification of the employee he is replacing and immediately receive the maximum of the rate of the classification as provided in Schedule "A".

4. If there is more than one employee eligible for the temporary employment provided in Sections 2 and 3 above, the employee with the most seniority shall be given preference.

5. A laid off employee, contacted as provided in Sections 2, 3, and 4 above, who declines such offer of temporary employment, will be deemed as continuing on lay off.

6. A regular full time or regular part-time employee who is on lay-off and accepts temporary employment shall not be deemed to have a break in the period of his/her layoff while employed in a temporary position and shall not be deemed to have returned to work for purposes of Article XI, Section F or for any other purposes under the contract and his later release from the

temporary position shall not be deemed a layoff for any purpose under the Agreement. For all purposes under this Agreement, such an employee shall be deemed a temporary employee while employed in a temporary position.

7. This Section shall not in any way limit the City's right to subcontract, on either a temporary or permanent basis, work as provided in Article IV, Section C.

Section C - Seniority Lists.

1. The union shall be furnished with a list setting forth, in order of their seniority, each employee's name, seniority number, effective hiring date, classification and job group, as defined in Section 2 below. When more than one (1) employee is hired on the same date, seniority will be determined by alphabetical sequence according to name, provided that effective July 1, 1981, preference shall be given based on the lowest social security number. This seniority list will be provided each year in July, on or before the 31st day. The Union Chairperson will be provided with a list of new hires within the bargaining unit when they complete their probationary period, and the names of unit employees separated.

2. Each employee, upon completion of his probationary period, shall be placed on the seniority list. An employee's seniority shall be recognized in the following job groups:

Clerical
Technical
Parking Enforcement Assistant

3. The City shall give the Chairperson of Local No. 998 or his designee notice of the name, date of hire, and classification of new employees within fourteen (14) calendar days after their first dates of actual work.

Section D - Bidding for Vacant Positions.

1. (a) The City agrees to post vacancies in existing job classifications, unless an employee is eligible for recall to that classification under Section (I), and new job classifications within the unit for a period of five (5) working days. Vacancies in classifications from which employees are laid off shall be filled by recall under Section I. Regular seniority employees shall be eligible to file their names in writing with the Personnel Department. In such posting, the City shall list the education, experience, and skills qualifications required.

(b) In filling vacancies within the bargaining unit as provided for in subsection (a) above:

i) Employees who apply for the vacancy will be evaluated by a board consisting of a City Department Head from a department other than which the vacancy exists, the Union Chief Steward, and the Human Resources Director.

ii) The applicant's work record, attendance record, disciplinary record, seniority, and overall job knowledges, skills and abilities will be considered by the board to determine the most qualified candidate for the vacancy.

iii) In the event that the board determines that the qualifications of two or more candidates are relatively equal, the candidate with the earliest seniority date will be given

preference.

(c) Employees shall be considered in accordance with Section (b) above. Employees in the affected job group shall be given first preference.

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

(e) Employees awarded a job bid shall have not to exceed ninety (90) calendar days 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 were 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 ninety (90) calendar days provided for in Section (e) shall, upon completion of such ninety (90) days, be recognized within the job group and classification in which he qualified.

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

(h) Seniority employees who are awarded vacant positions in another department under the provisions of this Article will not be eligible to apply for vacant positions in another department for a period of six (6) months.

Section E - Promotion or Transfer Out of Bargaining Unit.

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 a period of three (3) years from the date of promotion or transfer. If the City elects to return the employee to a position within the bargaining unit during such three (3) years, the employee shall exercise the seniority he had accumulated at the time he left the unit in the job group and in the same classification and he shall then be permitted to exercise his retained seniority as if he had been laid off from the job group and classification as provided in Section H of this Article. If the City has not elected to return the employee to a position within the bargaining unit during such three (3) years, the employee shall lose all seniority rights under this Agreement.

Section F - Loss of Seniority.

Seniority shall terminate if an employee:

1. Quits or retires.
2. Is discharged for just cause.
3. If he is absent for three (3) consecutive work days without notifying the City, unless as a result of physical impossibility.
4. If he is absent for three (3) consecutive work days without justifiable reason.
5. Gives a false reason to obtain a leave or if he fails to return to work for three (3) consecutive work days upon termination of any authorized absence with a bona fide excuse acceptable to the City.
6. If he is laid off for a period of three (3) years or the length of his seniority, whichever is less.

7. If he fails to return to work from layoff when recalled from layoff, as provided in Section H of this Article.
8. Separates upon settlement covering total disability.

Section G - Seniority of Officers.

1. Notwithstanding their position on the seniority list, the Chairperson and Steward, in that order, in the event of a layoff of any type, shall be continued at work as long as there is a job in their job group which they can perform and shall be recalled to work, in the event they are laid off, to the first open job in their job group which they can perform.

2. The City recognizes these clauses to the extent that officers and stewards are elected and that these officers and stewards are not construed to have protected seniority except during their official term of office.

Section H - Layoffs.

1. Layoff means an indefinite reduction of the working forces. The steward shall be given fourteen (14) calendar days' notice of an impending layoff and the City shall post notices in all appropriate places. 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) Temporary employees in the affected job group shall be laid off first, in any order,
- (b) Probationary employees in the affected job group shall be laid off next, in any order,

provided that there are sufficient seniority employees qualified to perform the work.

An employee laid off during 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 his probationary period, for the purpose of determining his date of employment and position on the seniority list.

2. If additional layoffs are necessary, seniority employees in the classification in 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 with less seniority in the same classification in a different department or a classification in the same job group with the same or lower maximum wage rate as the classification from which the employee was laid off, first in the same department, and then secondly in a different department. If there are no such junior employees, then the employee may displace a junior employee in a different job group 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 job group only when the reduction of the level of employment in the employee's job group is to be indefinite 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 indefinite 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.

3. An employee who has bumping rights under this Section shall have the right to accept layoff until recall.

4. In the event of an emergency beyond the control of the City, i.e., acts of God, 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 three (3) days, the work force shall be adjusted according to the layoff procedure as described in this Article.

5. When a layoff occurs and an employee exercises his right to bump to another classification, the employee shall be paid according to the following provisions:

(a) Each job within a classification in a department ("job") within the unit has been defined as either similar or dissimilar to other jobs; the definitions are set forth in Exhibit E to this Agreement.

(b) Subject to subsection (e) below, if the employee bumps to the same classification, but in a different department, or to a similar job as defined in Exhibit E,

(i) the employee, if he is not at the maximum rate for the classification he was laid off from, shall be paid the rate for the classification he bumped to which is applicable to the same step the employee was in at the time he exercised his right to bump;

(ii) the employee, if he was at the maximum rate for the classification he was laid off from, shall be paid the maximum rate for the job he is bumping to.

(c) Subject to subsection (e) below, if the employee bumps to a dissimilar job as defined in Exhibit E,

(i) the employee, if he was not at the maximum step for the classification he was laid off from, shall be paid one step below his step in the classification he was laid off from for three (3) months and progresses therefrom;

(ii) the employee, if he was at the maximum step for the classification he was laid off from, shall be paid at the step immediately below the maximum step for the new classification for three (3) months.

(d) Subsection (c) (i) and (ii) shall apply except:

(i) if the employee previously held the classification he is transferring to at the maximum rate, he shall be treated the same as if he was moving to a "similar job" as provided above in sub-section (b);

(ii) if the employee did not previously hold the classification he is transferring to, the provision relating to transfer to dissimilar job applies, unless the employee demonstrates to the City's satisfaction through prior job experience or training and/or education that the employee can perform all of the job functions immediately on transfer to the new job;

(iii) if the employee previously held the classification he is transferring to at a step lower than the maximum rate, he shall be treated the same as if the jobs are dissimilar and the provisions of sub-sections (b) (i) and (ii) shall apply.

(e) An employee who displaces another employee under the provisions of Subsection (b) above must demonstrate that he is fully qualified immediately to perform the job of the person he is replacing; an employee who displaces another employee under the provisions of Subsection (c) above must demonstrate at the end of three (3) months that he is fully qualified to perform the job of the person he is replacing. If the employee fails to demonstrate that he is fully qualified, then the employee shall be laid off and may exercise his seniority as provided in Subsection 3 of this Section.

Section I - Recalls.

Recalls from layoffs shall be on the basis that an

employee shall be recalled in order of his seniority to his classification or, if the employee elects, to a classification that he would have been able to bump to, provided that if an employee elects to be recalled to a classification different than his classification he shall be paid according to Section H(5).

1. However, an employee on layoff pursuant to Section H(4) above shall have the option to exercise his seniority at any point in the recall from the time he receives notice of recall. Only one notice of recall as set forth in the following paragraph will be given to an employee on layoff pursuant to Section H(4) above. Thereafter, as there are openings, notice will be given by the most expeditious means possible, and the employee must either accept or decline to return the same day of receipt of notice.

2. Recall of an employee not actively working at the City at the time of the recall will be by written certified notice return receipt requested, to the most senior laid off, eligible employee at his last known address on file with the City, and shall require that the employee notice the City within five (5) calendar days after the date of delivery of proof of non-delivery of his decision whether or not to return. If the employee decides to return to work, he must report to work on the next working day. However, if the employee is employed elsewhere, he will be allowed a fourteen (14) calendar day grace period from the date of receipt of notification in which to give proper notice of resignation to said employer. The employee must then report to work on the next work day following the fourteen (14) calendar day grace period.

Recall of an employee actively working for the City

shall be by verbal notice to the employee.

An employee must accept recall to the original job from which he was laid off. If he refuses to do so, he will be terminated. An employee may decline to be recalled to different jobs within his classification or to different classifications, in which event he shall retain his recall rights.

Section J - Notice to Steward of Layoff or Recall.

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.

Section K - Regular Part-Time Employee:

A regular part time employee is defined as an employee hired for a period of time and who is regularly assigned to work 20 or more hours, but less than 40 hours, in a work week. In construing this Agreement as it applies to an employee who is working part-time, for purposes of seniority as it applies to layoff, recall and promotion, the employee shall be treated as accruing a pro-rata share of the seniority of a full-time employee for that time period during which he is working as a part-time employee. The pro-rata share shall be based on the regular number of weekly hours which the employee is regularly assigned to work.

ARTICLE XII

MILITARY SERVICE

The reinstatement rights of any employee who enters military service of the United States by reason of an act or law

enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the Federal law granting such rights.

ARTICLE XIII

LEAVE OF ABSENCE

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

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

B. Disability Leave of Absence

1. 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 expiration 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.

2. 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 B1 of this Article shall apply

3. 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 pro-rata basis. .

4. 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 this Agreement except for purposes of service credit under the City retirement plan.

5. 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.

6. 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.

7. 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.

ARTICLE XIV

UNION LEAVE

A member of the Union elected to a Local Union position or selected by the Union to do work which takes him from his employment with the City may, at the written request of the Union, receive a temporary leave of absence for a period of one (1) year, renewable at the request of the Union for periods of one (1) year, without pay, and upon his return shall be re-employed with the seniority earned prior to the leave provided an opening is available. The employee must take the first opening within his classification or be dropped from the seniority list.

ARTICLE XV

MILITARY TRAINING LEAVE

Section A.

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.

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

2. Vacation leave is not affected by such leaves; however, an individual who receives military training leave will automatically be considered last when the schedule of vacation in the classification is determined.

3. 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.

ARTICLE XVI

FUNERAL LEAVE AND EMERGENCY LEAVE

Section A. - Funeral Leave

For purposes of attending the funeral of a member of an employee's immediate family, an employee with more than 90 days service shall receive a leave with pay of three (3) work days during the period commencing on the day of death and ending on the day after the funeral.

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

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

For a funeral of one other than a member of the immediate family which because of extenuating circumstances the 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 persons' funeral.

Section B. - 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.

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

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

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 due to emergency leave will be charged to sick leave under this section rather than vacation. If the emergency occurs after the vacation is started, the time will be charged to vacation and not to emergency leave.

ARTICLE XVII

JURY DUTY

An employee who has completed 90 days of continuous service shall be given necessary time off without loss of pay when performing jury duty. All fees paid to an employee for any such service, other than meals or travel allowances, shall be returned to the City.

The term "without loss of pay," for a regular full time employee, pertains to a normal forty (40) hour work week.

ARTICLE XVIII

ILLNESS ALLOWANCE

Section A.

Illness allowance shall be allowed only in case of actual sickness or disability of an employee (including sickness or disability due to pregnancy) which prevents the employee from performing his or her regular job duties, and provided in Article XVI.

Section B.

Subject to Section M below, regular full time employees are allowed one (1) day (eight [8] hours) illness allowance credit for each month in service, beginning with the first full complete calendar month of service. Regular part time employees are allowed one (1) day illness allowance credit based upon the regular number of weekly hours which the employee is regularly assigned to work during the month in which the illness allowance is earned for each month in service, beginning with the first full complete 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 continues 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.

Section C.

An employee will be credited with illness allowance earned on the first of the month following the completion of 3 full months of service.

Section D.

In order to receive illness allowance, the employee must notify his supervisor as soon as possible and not later than one-half (1/2) hour after the employee 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 do not exceed, approximate gross bi-weekly pay.

Section E.

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, the time that he is 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.

Section F.

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 re-hired, he shall be considered a new employee for all purposes.

Section G.

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.

Section H.

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. During January of each year, a report will be made to each employee showing his accumulated illness allowance.

Section I.

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

Section J.

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

Section K.

Illness allowance shall cease to accrue in instances where an employee is absent one (1) month or more.

Section L.

Upon death, normal or disability retirement, or

deferred retirement with twenty (20) or more years of service or fifteen (15) years of service and 55 years of age at the time of retirement under the City's retirement plan, an employee shall be entitled to receive a sum equivalent to the following amounts of unused hours accumulated in his illness allowance bank:

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

All employees who as of January 2, 1985 had 672 hours of accrued sick leave or more and maintain at least that number of hours until death, retirement, or deferred retirement with twenty (20) or more years of service or fifteen (15) years of service and 55 years of age at the time of retirement under the City's retirement system shall receive an amount equivalent to the accrued illness allowance 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 (20) years of service, or fifteen (15) years of service and 55 years of age at the time of retirement, 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. Such payment shall be based on the employee's hourly rate of pay and paid as of the date of death or the date he actually leaves the City's employ to retire, irrespective of when such person is entitled to receive retirement benefits.

ARTICLE XIX

WORKER'S COMPENSATION

Section A.

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

Section B.

When an employee sustains a job-incurred injury attributable to city employment, accumulated illness allowance or vacation (in that order) shall be used to provide the regular compensation received for a forty (40) hour work week, unless the employee notifies the City otherwise. 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 lost during his regularly scheduled work day during the time spent at such clinic and such time shall not be charged against his illness allowance account.

Section C.

If the disability or illness continues for sufficient time so that Worker's Compensation payments are made, these payments will be turned over to the City, and the employee will receive credit in his Illness Allowance Bank for an equivalent

amount of time.

Section D.

If the disability or illness continues for more than thirty (30) days, and the employee is enrolled in the City's group insurance plan, then any group insurance payments received will be turned over to the City, and the employee will receive credit in his Illness Allowance Bank for an equivalent amount of time.

Schedule E.

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

ARTICLE XX

VACATIONS

Section A.

Employees shall be granted vacation according to this Section, except that employees shall not be granted vacation leave during their first six (6) months of employment. Schedules for all employees are subject to approval by their Department Head or person designated in writing to the Union by the City.

1. Regular full and part time 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 months worked bear to twelve (12) months.

2. 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 [10] work days) vacation.

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

4. Seniority employees with ten (10) years of service, but less than twenty-five (25) years of service prior to January 1st of any year, shall receive four (4) weeks (twenty [20] work days) vacation.

5. Effective for vacations to be taken on or after January 1, 1989, seniority 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.

Section B.

An employee shall not be entitled to earned vacation pay if he separates himself from the City by reason of absence without leave.

Section C.

Should an employee fail to give the City at least fourteen (14) days' notice of impending termination, said employee shall forfeit all vacation days credited during the year of termination.

Section D.

Vacation time earned in one year shall be granted in the following year, unless otherwise approved by the City Manager.

Section E.

Vacation cannot be carried over from one year to the next without written approval of the City Manager. An employee

unable to take his vacation in the current year because of departmental work load shall, upon approval of the City Manager, be paid for the earned vacation time at his regular established rate.

Section F. - Vacation Splitting.

1. Vacation splitting is not to exceed ten (10) days of vacation, unless otherwise approved by the Department Head. Such days may be taken at either single or 1/2 day basis with advance approval of the Department Head or his designee.

2. An employee eligible for three (3) weeks (fifteen [15] work days) or more vacation, should take the balance of his vacation in portions of not less than one (1) week.

Section G.

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

Section H.

An employee who has been a part time employee during any period of the year in which vacation accrues shall accrue vacation pay based on his continuous service with the City, but the vacation pay and time off shall be prorated based on the regular number of weekly hours which the employee is regularly assigned to work at the time vacation leave is accrued and the number of months that the employee has been in a part time

position.

ARTICLE XXI

HOLIDAYS, PERSONAL DAY AND ANNIVERSARY DAY

Section A. - Holidays.

1. Regular employees shall be granted the following paid holidays at their regular rate of pay:

Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Good Friday
Memorial Day

2. When a holiday falls on either a Saturday or Sunday, employees and the City shall observe the following Monday as the holiday, except for employees whose work schedule includes either Saturday and/or Sunday shall celebrate the holiday on the actual date it occurs.

Exception A: In the case of the Christmas Eve and New Year's Eve holidays, these will be celebrated on the last regularly scheduled work day preceding the days on which Christmas and New Year's are celebrated.

Exception B: Employees whose regular work schedule includes a Saturday or Sunday shall celebrate the holiday on the day it actually occurs; if a holiday occurs on such an employee's regular day off, the employee shall celebrate the holiday on the next scheduled work day following the day on which such holiday occurs, or the last scheduled work day preceding the day on which such holiday occurs.

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.

3. Eligibility - To be eligible for holiday pay, an employee must work the last scheduled working day before and the first scheduled working day after the holiday, unless absent on approved paid sick leave or vacation.

Section B. - Personal Days

A regular employee who has completed six (6) months of continuous service shall be granted two (2) work days during the calendar year as Personal Leave Days (3 work days effective July 1, 1989). The scheduling of a personal day is at the discretion of the department head. Said leave day may be scheduled to be taken in conjunction with vacation, a weekend, or a holiday. Personal days may be taken in one-hour segments. 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.

Section C. - Anniversary Day.

1. This day is a recognition of the employee's anniversary of employment with the City and subject to the following provisions:

(a) Each employee shall receive one (1) day off with pay during the calendar month in which he/she celebrates his anniversary date of employment with the City.

(b) The day selected is subject to the approval of the department head.

(c) Should the anniversary fall during a previously

scheduled vacation period, it will be handled the same as is a holiday which falls during a vacation.

(d) Should the anniversary occur during an extended period of absence, because of illness, the anniversary will be charged as is a holiday and will not be charged against illness allowance.

(e) If an employee terminates his employment with the City prior to this anniversary date of employment, he forfeits this benefit.

Section D.

Regular part-time employees who are eligible shall receive holiday, personal, and anniversary day payment based on the regular number of weekly hours which the employee is regularly assigned to work on the day of the holiday, personal or anniversary day.

ARTICLE XXII

LONGEVITY BONUS

Section A.

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

Service	1996-97 Payment	1997-98 Payment	1998-99 Payment	1999-00 Payment	2000-01 Payment
Less than 5 Years	None	None	None	None	None
5 through 9 years	\$ 700	\$ 700	\$ 700	\$ 750	\$ 800
10 through 14 years	\$ 900	\$ 900	\$ 900	\$ 950	\$ 1000
15 through 19 years	\$ 1100	\$ 1100	\$ 1100	\$ 1150	\$ 1200
20 through 24 years	\$ 1300	\$ 1300	\$ 1300	\$ 1350	\$ 1400
25 years or over	\$ 1500	\$ 1500	\$ 1500	\$ 1550	\$ 1600

Section B.

Longevity bonuses shall be payable during the first five (5) calendar days of December to those eligible.

Section C.

Payment and participation shall be determined by the employee's anniversary of continuous service celebrated prior to December 1 of that year.

Section D.

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 pro-rated in the case of death or retirement (except deferred retirement) under the City Retirement Plan, but shall not be pro-rated in case of termination for any other reason. Pro-rated longevity in case of death or retirement (except deferred retirement) shall be paid at the time the employee leaves the City's active employ.

Section E.

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.

Section F.

If an employee's leave of absence extends for a period of six (6) full calendar months after he has stopped receiving direct compensation from the City, then the period of time in

excess of such six months shall not be counted for purposes of determining seniority for purposes of longevity pay only.

Section G.

An employee who has been a regular part-time employee during any period of the year in which longevity is paid shall receive longevity pay based on his continuous service with the City, but the longevity pay shall be pro-rated based on the regular number of weekly hours which the employee is regularly assigned to work and the number of months that the employee has been in a part-time position.

ARTICLE XXIII

INSURANCE

Section A. - Health Insurance.

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

2.(a). 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, MVF-1, ML, PPNV-1, Plus 15, SAT II

Option 2 - Blue Cross/Blue Shield Hospital and Surgical, Semi-Private Comprehensive Hospital, D45NM, IMB-OB, MVF-1 ML, PPNV-1, SAT 11

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

Blue Cross/Blue Shield Rider
FAE
Blue Cross/Blue Shield Major
Medical Option V

HAN Optical Plan I
(See Ex. B)

HAN Optical Plan II
(See Ex. B)

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

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

Prescription Drug Program
\$3.00 Co-pay

Prescription Drug Program
\$5.00 Co-pay

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

-- Effective July 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. A special open enrollment period shall take place during the month of May to allow employees to

elect a coverage option.

-- Effective July 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 July 1, 1993, the pre and post natal care rider (PPNV-1) shall be deleted from the plans. Outpatient pre and post natal care shall be included in item 3--M.D. Services on page D2 of Schedule D.

-- 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 July 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 physician or mental condition prior to age 19. Children may be by birth, legal adoption or legal guardianship (while they are in your custody and dependent on you), and your spouse's children while they are residing as members of your household.

On or about 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 2(a) shall elect either Option 1 or Option 2. Except for the election of 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 selection as provided in Section 2(a).

Except for the dental and optical 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 and optical insurance shall become effective for an employee commencing with the City's billing date for such insurance immediately following the completion of thirty (30) days of continuous service. Until an employee becomes eligible for health and optical insurance, he shall receive the dental and optical insurance under Option 2 of Section A, 2(a) of this Article.

2(b). In addition, the employees will annually be offered the option to elect a cash payment equivalent to 33-1/3% of the City's premium 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's spouse's employment, switching from part-time to full-

time status by the employee or his/her spouse, an unpaid leave of absence by the employee or employee's spouse, or if there is a significant change in coverage of the employee's spouse which affects the employee and/or employee's spouse.

Payment under 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.

3.(a) Employees who receive a normal retirement, or employees who receive a disability retirement, shall be eligible to elect the health insurance coverage contained in Section A.2 (a), subject to Section G, (no dental or optical coverage provided) for the retired employee and his/her spouse commencing with the first month for which he or she actually receives a retirement benefit until age 65. An eligible retired employee who elects such coverage shall contribute \$15.00 per month for each individual under age 65 for which coverage is provided.

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

Coverage will be available for the retired employee and

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

Employees who receive a Deferred Retirement Benefit having been employed by the City for twenty (20) years or more, or having fifteen (15) years of service and age 55 at the time of retirement shall be eligible to elect the health insurance benefits specified in this Section commencing with the first month for which he/she actually receives a retirement benefit, provided that such retired employee contributes 50% of the cost for such coverage.

For all employees hired after the effective date of this Agreement 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.

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

Retired employees under the age of 65 and older:

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 D under Blue Cross & Blue Shield.

In the event that the City elects to provide coverage under Select Care as described in Section G and Schedule D:

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 D under Select Care.

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

4. In the event of a voluntary or involuntary termination or in the event of a layoff, the City's obligation to pay premiums 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 or layoff occurs.

In the event of a personal leave of absence granted under Article XIII, the City's obligation to pay premiums for health insurance and optical insurance shall terminate as of the date sufficient to provide such insurance coverage through the last day of the second billing month following the billing month such personal leave of absence occurs.

In the event of a voluntary or involuntary termination, or in the event of a layoff, the City's obligation to pay premiums 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 wages by the City.

In the event of a personal leave of absence granted under Article XIII, the City's obligation to pay premiums for life insurance, dental insurance and disability insurance shall terminate as of the date sufficient to provide such insurance coverage through the last day of the second billing month following the billing month such personal leave of absence occurs.

In the event of a sickness or disability leave of absence, the City shall continue to pay the premium 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.

In the event of a layoff, sickness or disability leave, an employee may elect to continue health insurance, optical insurance, life insurance, dental insurance and disability insurance as provided in the applicable insurance policy, provided

such employee makes the required contribution in advance of the billing date for such insurance and provided that such continuation may not exceed twelve billing months following the last billing month for which the City paid premiums, unless extended by the applicable insurance carrier.

An employee whose insurance coverage has been terminated shall have his insurance coverage reinstated commencing with the month following the month in which the employee returns to work as a regular employee; an employee who reports for court, or a conference, or for training, or for maintaining certification, or for irregular assignment shall not be deemed to have returned to duty as a regular employee for purposes of this paragraph.

Section B. - Life.

1. Life insurance protection shall be determined by salary according to the table in Schedule B.
2. The face value of the life insurance shall be extended to accidental death and dismemberment in a like amount.
3. Each employee shall annually purchase term life insurance in an amount which the insurance carrier determines can be purchased on an actuarial basis for such employee based on a contribution of \$1.50 per pay period. Annually, the City shall furnish the Union a schedule of the amounts of insurance which shall 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.

Section C. - Disability.

1. Maximum weekly sickness and accident benefits for non-duty connected disability including liabilities due to pregnancy will be sixty (60%) percent of average weekly earnings, not to exceed \$250 per week beginning on the 31st calendar day of disability and continuing for a maximum period of one year from the date of the sickness or accident, if the employee is otherwise qualified.

2. Maximum weekly sickness and accident benefits for service-connected disability shall not exceed an aggregate figure of seventy (70%) percent of average weekly earnings, but no more than a maximum of \$375.00, 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.

3. Monthly Long Term Disability Benefit including disabilities due to pregnancy provides for an aggregate income of seventy (70%) percent of monthly base pay, provided that for non-duty connected disability the maximum is \$1,500 per month, beginning one (1) year from the date of sickness or accident and continuing to the age of 65, if employee is otherwise qualified.

4. Supplemental retirement benefits as set forth in the "Group Insurance Certificate - Long Term Disability Benefits."

Section D. - Optical.

The City shall provide optical service expense benefits to all employees covered by this Agreement. Said optical coverage as hereinbelow specified in Schedule B attached hereto, shall be fully paid by the City.

Section E. - Dental.

The City shall provide Comprehensive Family Dental Expense Insurance as set forth in Schedule C attached hereto.

Section F.

Effective November 1, 1989, part-time employees will pay 50% of the premium for providing any insurance to be provided by the City under this Article, provided that for the two part-time employees employed on November 1, 1989 - i.e. Mary Ferrario and Nancy Weiss - the City will continue to pay 100% of the premium for providing such insurance as long as they continue as part-time employees; if Ferrario or Weiss transfers to a full-time position and later returns to a part-time position, she will pay 50% of the premium for any insurance to be provided by the City. For all employees hired after the signing of this agreement, the City will provide no insurance coverages under this Article for part time employees.

Section G.

During the term of this Agreement, the City retains the right to change the insurance carrier for health insurance provided that the coverage provided by a new carrier is equivalent or better than the insurance coverage in effect provided by Blue Cross-Blue Shield, subject to the following:

(1) The City shall give the Union at least thirty (30) calendar days notice of its intent to change the carrier and, during that thirty (30) day period, meet the review with the Union the coverage to be provided by the new carrier.

(2) If the Union does not agree with the City that the insurance coverage to be provided by the new carrier is equivalent to or better than the insurance coverage in effect provided by Blue Cross-Blue Shield, then the City and Union agree to submit that issue to an arbitrator as provided in Article IX, Section A, of the parties' labor agreement. The arbitrator shall be selected in the same manner as provided in Article IX, Section A, except that in order to be selected, the arbitrator must hear the case within thirty (30) calendar days after notice of arbitration is sent by either party to the other party. The City agrees not to change insurance carriers until an arbitrator's decision is rendered.

(3) In the event that the City elects to provide coverage under a Select Care PPO, and Select Care PPO only, plan as described in Schedule D 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 Section G. The Union acknowledges the minimal differences in certain benefits, and the network provider list. The City agrees that it will provide 30 days notice in the event of such a change. The City agrees that should it elect to make such a change, no further change shall be made during the term of the current agreement except in the event of failure by the carrier. In the

event of a failure by the carrier the City will continue to provide coverage for claims without regard to provider networks, and the City and Union will meet and confer on a replacement carrier. In any instance during the term of this agreement that coverage is not provided under Blue Cross & Blue Shield or Select Care or a replacement carrier agreed to by the Union, the Union shall have the remedies set forth in Section G. 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.

Section H.

All terms and conditions of insurance coverage shall be governed by the provisions of the insurance agreement between the City and the insurance carrier, a copy of which shall be provided to the Union.

ARTICLE XXIV

EDUCATIONAL PROGRAM

Section A.

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.

Section B.

The scope of the program does not include special seminars or "short courses" of a few days' duration, which will continue to be considered on an individual and departmental

training basis as in-service training.

Section C.

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 seniority regular full time or regular part time employee.
2. Application 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, colleges, and universities.
5. For regular full time employees reimbursement shall be limited to \$1,000.00 per fiscal year for credit courses . For regular full time seniority employees there shall be a \$200.00 limitation per fiscal year for non-credit courses. For regular part time seniority employees, the reimbursement shall be prorated based upon the regular number of weekly hours the employee is regularly assigned to work.
6. Reimbursement for tuition and required textbooks shall be according to the following schedule:
 - (a) 100% reimbursement for courses completed with "A" or "B" or numerical equivalent
 - (b) 75% reimbursement for courses completed with

"C" or numerical equivalent

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

(D) The revised limitations shall apply to any coursework approved after 7/1/1996.

Section D.

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.

Section E.

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 reimbursement for Educational Assistance is contingent upon the availability of funds as budgeted by the City, the regular employee's successful completion of the course, and adherence to the procedures and policies outlined in this Article.

If a course overlaps two fiscal years, it shall be deemed taken in the fiscal year in which the course is completed.

Section F.

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

Section G.

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 or semester.

Section H.

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.

Section I.

All In-service Training required will be done during regular working hours, unless mutually agreed by the Union and City otherwise, and without loss of time or pay. All reasonable expenses will be paid if incurred because of training.

ARTICLE XXV
UNIFORM ALLOWANCE

Section A.

For each parking enforcement assistant required by the City to wear a uniform, a yearly allowance of \$250 (effective July 1, 1989 - \$275.00; effective July 1, 1990 - \$300.00; effective July 1, 1992 - \$350.00) shall be provided by the City as a uniform replacement allowance. New employees in such classifications shall receive an initial allowance of \$275.00 (effective July 1, 1989 - \$300.00; effective July 1, 1990 - \$325.00), plus a pro-rated portion of the yearly allowance. Funds will be disbursed as receipts of purchased uniforms or parts of uniforms are given the Department Head. Winter long underwear and Herman Survivor Boots shall be added to the equipment lists as optional equipment.

Section B.

The employee shall be responsible for maintaining his uniform in the standards established by the Department. A cleaning allotment of \$60.00 (effective July 1, 1992 - \$75.00)

will be paid the employee on November 1 and February 1 of each year.

ARTICLE XXVI

RETIREMENT

Section A.

All matters pertaining to retirement shall be as stipulated in the Employee Retirement System for the City of Birmingham, an amendment to the Charter of the City of Birmingham, Michigan, adopted April 2, 1956 (also known as Chapter XIX, as amended, of the Chapter 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 \$4,200.00 of final average compensation as defined for purposes of the Plan and 2% of the portion of such final average compensation in excess of \$4,200.00. Effective for employees retiring after the signing of this Agreement, the percentage used for computing 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 Employees 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.

Effective for employees retiring after July 1, 1995, the percentage used for computing retirement benefits shall be 2.25% of final average compensation. Employees retiring prior to July 1, 1995 shall be governed by the provisions of the retirement system in effect on the date of their retirement.

Prior to June 30, 1994, provisions for reciprocal retirement for members of the bargaining unit shall be included in the Ordinance adopted governing the City Retirement Plan.

Effective July 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.

Section B.

During the term of this Agreement, employees covered by this Bargaining Agreement shall continue to be covered by the provisions of the federal social security program.

Section C.

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.

Section D.

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 May 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.

Section E.

Effective July 1, 1987, 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.

Section F.

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 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.

Section G.

Employees shall be allowed to participate in the International City Management Association's Deferred Compensation

Plan. Changes in participation, funds or enrollment can only take place during the first week of July and December of each year. The section shall be effective with the first payroll period beginning in May, 1987.

ARTICLE XXVII

GENERAL PROVISIONS

Section A. - Free Parking.

The City will continue the status quo and, therefore, will provide free parking in City parking facilities for all members of the bargaining unit while at work. The City Manager may designate the appropriate City parking facility for employees within a reasonable distance.

Section B. - Bulletin Board.

The City agrees to furnish bulletin board space for the responsible use of the Union, both at the Municipal Building and at the D.P.W. office. Bulletins are to be restricted to the following types of notices:

- 1 Recreational and social functions of the Union
- 2 Union meetings
- 3 Results of Union elections
- 4 Reports of Union committees
- 5 Rulings or policies of the Union

The Union shall designate in writing an employee who shall be responsible for all union notices posted on the bulletin board.

ARTICLE XXVIII

HOURS OF WORK

Section A.

The regular work week for all full-time employees

covered by this Agreement shall be a forty (40) hour work week composed of five (5) consecutive work days of eight (8) hours per day. Nothing herein shall be construed as a guaranteed forty (40) hour work week. The regular work week for part time employees covered by this agreement shall be 20 or more hours in a work week, but less than 40 hours, with regular work schedules established by the City according to operating requirements.

The City shall establish the working hours (subject to the above limitations) for each individual employee in order to meet operating requirements. If the City chooses to change starting times, notice shall be given by the City to the Steward or other Union representative and, if a conference is desired by the Union, the City shall be available to meet with the Union before the date of implementation. At said conference, the proposed changes shall be discussed and the City shall consider any comments or suggestions the Union may make before the City implements any changes.

Section B. - Shift Premium.

1. Employees required to begin a shift on or after 12:00 Noon shall be paid an additional \$.10 per hour.
2. Employees required to begin a shift on or after 6:00 P.M. shall be paid an additional \$.15 per hour.

Section C.

Meal periods shall consist of one hour and shall be taken approximately in the middle of the shift. Such periods are not considered work hours, and are not compensable. Any employee required to work through a meal period shall receive payment for such time worked.

Section D. - Rest Periods and Coffee Breaks.

A rest period or coffee break is one and the same. During the course of an eight (8) hour work day, an employee shall be permitted two fifteen (15) minute breaks. If the employee does take a break in a work area, he shall not disturb other employees who are not on break.

ARTICLE XXIX

OVERTIME

Section A.

An employee will be paid time-and-one-half (1-1/2) his regular hourly rate for the following:

1. All time worked in excess of eight (8) hours in one day.
2. All required Saturday work. (Exception: Any employee whose regular work week includes Saturday, shall be paid time-and-one-half (1- 1/2) for his week day not regularly scheduled.)
3. An employee will be paid double time (2x) for all Sunday and holiday work. An employee shall also receive his regular holiday pay in addition to time worked on the holiday.
4. For purposes of this Article, an employee shall be deemed to work on a holiday and Sunday when his assignment time originates on Sunday or the actual day that the holiday is to be observed by such employee. For example, for an employee whose assignment starts at 11:00 p.m., the July 4th

holiday shall be from 11:00 p.m. on July 4th to 10:59 p.m. on July 5th. As a further example, an employee whose assignment starts at 11:00 p.m. on Sunday will be eligible for the Sunday premium for the entire shift, and the employee whose assignment starts at 11:00 p.m. on Saturday will not be entitled to Sunday premium for the entire shift.

Section B.

Effective the first pay period after ratification of the Agreement by the City Commission, when an employee is called back to work at other than his normally scheduled working time, he shall work or, if no work is available, be paid a minimum of two (2) hours at the applicable overtime rate.

Section C.

The City and Union recognize that overtime may be necessary due to operational reasons. When overtime is necessary, employees regularly performing the work to be performed on overtime agree to cooperate fully in arranging to work such overtime. The City recognizes, however, that due to emergency conditions or prior arrangements, an employee may not be able to work scheduled overtime. When the employees who regularly perform the work to be done on overtime are unable to perform such work, the City, the Union and employees agree to cooperate to find alternative arrangements.

ARTICLE XXX

WORKING OUT OF CLASSIFICATION

Should a permanent employee be temporarily assigned to fill a position in a higher classification, the City shall pay such employee the rate applicable to the higher classification which is immediately higher than the employee's regular rate and is a minimum of ten cents (10¢) per hour 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.

ARTICLE XXXI

NEW JOBS

Should a new Classification belonging to this bargaining unit be created, the temporary wages, hours, and other terms and conditions of the job shall be established by the City. The City shall request a special conference to discuss said wages, hours, and other terms and conditions of the job before posting the job. Thereafter, the Union may negotiate said new job with the City if it so desires, and shall meet originally with the City not later than sixty (60) days after the creation of said job. For purposes of this Article, Classification is defined in the same manner as it is defined in Article XI.

ARTICLE XXXII

JOB CLASSIFICATIONS

Section A.

The City and the Union agree that the general job responsibilities and job skills required as of July 1, 1976 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 XXX.

Section B.

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

Section C.

The typing speed requirements for promotion or transfer for the City's various classifications requiring typing shall be increased to the following:

Pay Grade I	55 wpm
Pay Grade II	60 wpm
Pay Grade III	65 wpm
Pay Grade IV	70 wpm

The Fire Department clerical employee shall perform both clerical/secretarial work and dispatching work in the Fire Department. The City and Union recognize that sworn Fire Department and Police Department employees also perform dispatching work.

ARTICLE XXXIII
WAGES

Section A.

The wages for all clerical (including parking enforcement assistant) employees are as specified in Schedule A attached hereto.

Section B.

The wages for all technical employees are as specified in Schedule B attached hereto.

A retroactive payment consisting of the difference between the salaries called for in the salary tables and the salary actually paid, shall be made to each current member of the bargaining unit, or any former member of the bargaining unit who elected a normal retirement after 7/1/96, within 60 days of ratification and approval by the parties. Calculations shall include all hours worked or compensated.

All current members of the bargaining unit hired prior to July 1, 1995 shall receive, in addition to any payments called for above, a payment of \$500.00 (Clerical) \$1,000.00 (Professional/ Technical) within 60 days of ratification and approval by the parties.

ARTICLE XXXIV
COST OF LIVING

Seniority employees covered by this Agreement received a Cost of Living Allowance adjustment under the City/Union 1984-88 Agreement. Solely for purposes of identifying the basis upon which such cost of living was paid, set forth below are the cost of living provisions in effect under the City and Union 1984-88

Agreement. The City and Union agree that there will not be any cost of living adjustment under this Agreement.

(a) The Cost of Living Allowance provided in the City/Union 1984-88 agreement was determined and adjusted in accordance with changes in the official Revised Consumers Price Index ("W" Index) for Urban Wage Earners and Clerical Workers (including single workers) published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100), and hereinafter referred to as the BLS Consumer Price Index, subject to the limitations hereinafter set forth.

(b) Effective July 1, 1985 and thereafter during the July 1, 1985-June 30; 1986 term of the City/Union 1984-88 Agreement ("second year"), a Cost of Living Allowance, not to exceed eighteen (18¢) cents per hour, was paid on the basis that a 0.4 change in the BLS Consumer Price Index, shall result in a \$.01 adjustment. Such Cost of Living Adjustment was paid on the assumption that the BLS Consumer Price Index figure for March, 1985 = 0. The first Cost of Living Adjustment was paid commencing with the first pay period on or after August 1, 1985 and was based on the change in the BLS Consumer Price Index for June, 1985 as compared to March, 1985. If the August, 1985 Cost of Living Adjustment made in the second year of the contract was less than the maximum amount of Cost of Living Allowance provided for in the 1984-88 Agreement, then a subsequent Cost of Living adjustment was made commencing with the payroll period starting on or after November 1, 1985 based on the Index for September, 1985 as compared to the March, 1985 index, less any adjustment made in

August 1985; and on the first pay period after February 1, 1986 based on the Index for December, 1985 as compared to March, 1985, less any adjustment made in August and November, 1985; and on the first pay period after May 1, 1986 based on the March, 1986 index as compared to the March, 1985 index, less any adjustment made in August and November, 1985, and February, 1986. The total cost of living payable as of May, 1986 was then added to the base rates as of June 27, 1986, before wage increase effective June 28, 1986 was made.

(c) Effective July 1, 1986 and thereafter during the July 1, 1986-June 30, 1987 term of the City/Union 1984-88 Agreement ("third year"), a Cost of Living Allowance, not to exceed eighteen (18¢) cents per hour, was paid on the basis that a 0.4 change in the BLS Consumer Price Index, resulted in a \$.01 adjustment. Such Cost of Living Adjustment was paid on the assumption that the BLS Consumer Price Index figure for July, 1986 = 0. The first Cost of Living Adjustment was paid commencing with the first pay period on or after October, 1986, and was based on the change in the BLS Consumer Price Index for August, 1986 as compared to July, 1986. If the October, 1986 Cost of Living Adjustment made in the third year of the contract was less than the maximum amount of Cost of Living Allowance provided for in the 1984-88 Agreement, then a subsequent Cost of Living Adjustment was made commencing with the payroll period starting on or after January 1, 1987 based on the index for November, 1986 as compared to July 1986, less any adjustment made in October, 1986, and commencing with the payroll period starting on or after April 1,

1987 based on the index for February, 1987 as compared to July, 1986, less any adjustment made in October, 1986 and January, 1987. The total Cost of Living payable as of April, 1987 was then added to the base rates as of June 26, 1987, before the wage increase effective June 27, 1987 was made.

(d) There was no Cost of Living Allowance payable during contract year July 1, 1984-June 30, 1985 and contract year July 1, 1987-June 30, 1988.

(e) During the term of the City/Union 1984-88 contract, the Cost of Living Allowance upward or downward was adjusted on the basis that a 0.4 change in the BLS Consumer Price Index equals \$.01; any downward adjustment was made effective with the applicable payroll period for which Cost of Living Allowances are to be made and was made in the same manner as upward Cost of Living Allowances were made. In no event did the adjusted Cost of Living Allowance result in a reduction of the base rates set forth in the wage schedules attached to the 1984-88 Agreement.

(f) Except as specifically provided in the preceding paragraphs, the Cost of Living Allowance provided in the City/Union 1984-88 Agreement was not to be added to the base rates provided in the 1984-88 Agreement, but was paid for all hours worked subsequent to its effective date. The Cost of Living Allowance was taken into account in computing overtime, vacation payments, holiday payments, call in, sick leave payments and other compensated time off.

(g) In the event the Bureau of Labor Statistics did not issue the Consumer Price Index on or before the beginning of

any period referred to above, any adjustments required were made at the beginning of the first pay period after receipt of the Index.

(h) No adjustments, retroactive or otherwise, were made due to any revision which were later made in the published figures of the BLS Consumer Price Index for any base month.

(i) The City and Union, in their 1984-88 Agreement, agreed that the continuance of the Cost of Living Allowance was dependent on the availability of the monthly BLS Consumer Price Index. The Index published for the month in question was used by the parties, provided that the Index continues to be published and computed on the same basis as at the time when the 1984-88 Agreement was entered into. If the BLS changed the form or the basis for calculating the BLS Consumer Price Index, the parties agreed to request the Bureau to make available for the life of the 1984-88 Agreement, a monthly Consumer Price Index in its form in effect in 1985 and calculated on the same basis as the Index for March, 1985.

ARTICLE XXXV
SEPARABILITY AND SAVINGS CLAUSE

Section 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.

Section 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 either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXXVI
TERMS

Section A.

This Agreement shall become effective upon execution, except that any wage increases granted herein, shall be made retroactive to the date set forth in the wage schedules attached to this Agreement.

Section B.

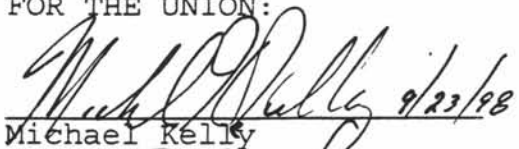
This Agreement shall continue in full force and effect until midnight June 30, 2001, and shall continue in effect from year to year thereafter, unless either party hereto shall give to the other party at least sixty (60) days in advance (written notice), by registered mail, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to change or amend any of its provisions.

Section C.

After June 30, 2001, this Agreement shall continue on a day-to-day basis while changes or amendments are negotiated. If either party desires to terminate the agreement after June 30, 2001, it will give the other party ten (10) days written notice of its desire.

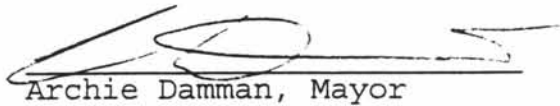
IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this ____ day of August, 1998.

FOR THE UNION:


Michael Kelly 9/23/98


Raymond G. Stickrad 9-17-98

FOR THE CITY:


Archie Damman, Mayor


Judith A. Benn, Clerk

LETTER OF AGREEMENT

WHEREAS, the City of Birmingham ("City") and Local 998, Birmingham, Clerical Employees Chapter International Union American Federation of State, County and Municipal Employees and Council 25 ("Union") are parties to an agreement, and

WHEREAS, during the negotiation of the labor agreement between the City and the Union and as consideration for agreeing to such labor contract, certain understandings were reached.

NOW, THEREFORE, the parties agree to the following understandings:

(1) In applying Article XI, Section B of the parties' contract with respect to the employment of temporary employees, the City agrees that it will not intentionally work a temporary employee less than 90 consecutive days for the sole purpose of prohibiting such employee to become covered by the terms of the parties' labor agreement.

(2) In applying Article IV, Section C, the City agrees that if it determines that it has part-time work available which a person who has availed himself or herself of the unpaid leave provided in such section and which such person is fully qualified to perform during the hours when the City determines that such work is to be performed, the City will offer such employee the available part-time work; if the employee accepts, the employee shall receive rate of pay which the City establishes for such work and such employee shall not be eligible for any fringe benefits provided under this agreement as a result of performing such work; however, such employee will be entitled to receive whatever fringe

benefits he or she would be entitled to as a regular employee on an unpaid leave of absence.

The provisions of this Agreement shall be binding on both parties only during the term of this Agreement.

LOCAL 998, BIRMINGHAM CLERICAL
EMPLOYEES CHAPTER INTERNATIONAL
UNION, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES and COUNCIL 25

CITY OF BIRMINGHAM

By: _____

By: _____

Mayor

Mark Kelly
Raymond G. Stidwell 9-17-98
Jahwan 9-17-98

Judith A. Benn
Clerk

LETTER OF AGREEMENT

WHEREAS, the City of Birmingham ("City") and Local 998, Birmingham Clerical Employees Chapter International Union American Federation of State, County and Municipal Employees and Council 25 ("Union") are parties to an agreement, and

WHEREAS, during the negotiation of the labor agreement between the City and the Union and as consideration for agreeing to such labor contract, certain understandings were reached.

NOW, THEREFORE, the parties agreed to the following understanding:

When the City issues a Verbal Warning, any notation in the file concerning that warning must be designated "Verbal Warning" at the beginning of the notation.

LOCAL 998, BIRMINGHAM CLERICAL
EMPLOYEES CHAPTER INTERNATIONAL
UNION, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES and COUNCIL 25

CITY OF BIRMINGHAM

By: *[Signature]*

By: *[Signature]*

Mayor

[Signature] 9-17-48
[Signature] 9-17-98

Judith A. Bean
Clerk

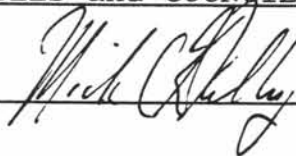
LETTER OF AGREEMENT

Chapter XIX, Section 19(b) of the City Charter shall be amended to provide as follows:

(b) Any member who continues in the employ of the City after the date he either (1) acquired twenty (20) years of credited service, or (2) attains age fifty-five (55) years and has ten (10) or more years of credited service, and in either case does not have an Option II election in force as provided in Paragraph (a) of this section, and (1) dies while in City service, and (2) leaves a spouse, the spouse shall immediately receive the same retirement allowance which the said beneficiary would have been entitled to receive if the said member had (1) retired the day preceding the date of his death, notwithstanding that he may not have attained his voluntary retirement age, (2) elected Option II provided for in Section 18 hereof, and (3) nominated his said spouse as beneficiary. No benefits shall be paid under this paragraph on account of the death of a member if any benefits are paid under Section 26 hereof on account of his death.

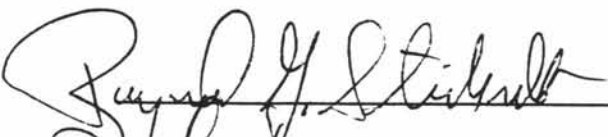
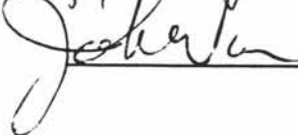
LOCAL 998, BIRMINGHAM CLERICAL
EMPLOYEES CHAPTER INTERNATIONAL
UNION AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES and COUNCIL 25

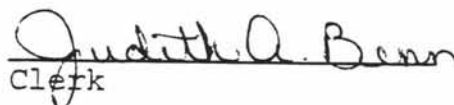
CITY OF BIRMINGHAM

By: 

By: 

Mayor

 9-17-98
 9-17-98


Clerk

LETTER OF UNDERSTANDING

THE CITY OF BIRMINGHAM
AND
AFSCME LOCAL 998


The City may continue to participate in federal and/or state sponsored youth employment programs such as the Job Training Partnership Act. In the event that the City elects to participate in such program(s), Union officers shall comply with a City request to sign and approve participatory agreements provided that:

No currently employed member of the bargaining unit shall be displaced, or experience a reduction in non-overtime hours, as a result of the participation in the program.

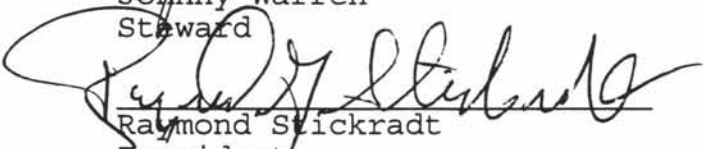
No individual in the bargaining unit is currently on lay-off.

No individual in the bargaining unit shall suffer a loss of promotional opportunity or be adversely affected by City participation in the program.

For the Union



Johnny Warren
Steward



Raymond Stickrad
President

Dated: 9-17-98

For the City



Dan Schulte
Human Resources Director

Dated: 9/17/98

City of Birmingham
and
AFSCME Local 998

Letter of Understanding

With regard to retirement provisions, the parties agree that the provisions in the current collective bargaining agreement shall remain in effect.

The parties further agree to continue good faith collective bargaining with regard to future retirement provision changes.

Should the parties come to an agreement with regard to changes in retirement provisions prior to the expiration of the new contract, the parties reserve the right to agree to implement changes prior to the expiration.

For the Union:

William W. Miller AFSCME 7/7/98

Raymond Stinchcomb 7-7-98

Anita Hulbert 7-7-98

Johny Wallace 7-7-98

For the City:

Dan Silvette

Joseph A. Valente

Thomas McCulloch

Dated: July 7, 1998

CITY OF BIRMINGHAM
SALARY SCHEDULES

Letter Code: C

Group: Organized Clerical (AFSCME)

Hours: 2080

Effective: 01-Jul-96

PAY GRADE POSITION	A					B					C					D					E				
	Minimum					6 Months					12 Months					18 Months					30 Months				
01	H	\$	10.06	\$	10.93	\$	12.08	\$	13.00	\$	13.54	\$	13.00	\$	13.00	\$	13.00	\$	13.00	\$	13.54	\$	13.54		
	W	\$	402.40	\$	437.20	\$	483.20	\$	520.00	\$	541.60	\$	520.00	\$	520.00	\$	520.00	\$	520.00	\$	541.60	\$	541.60		
	B	\$	804.80	\$	874.40	\$	966.40	\$	1,040.00	\$	1,083.20	\$	1,040.00	\$	1,040.00	\$	1,040.00	\$	1,040.00	\$	1,083.20	\$	1,083.20		
	M	\$	1,743.73	\$	1,894.53	\$	2,093.87	\$	2,253.33	\$	2,346.93	\$	2,093.87	\$	2,093.87	\$	2,093.87	\$	2,093.87	\$	2,346.93	\$	2,346.93		
	A	\$	20,924.80	\$	22,734.40	\$	25,126.40	\$	27,040.00	\$	28,163.20	\$	25,126.40	\$	25,126.40	\$	25,126.40	\$	25,126.40	\$	28,163.20	\$	28,163.20		
02	H	\$	10.43	\$	11.32	\$	12.54	\$	13.50	\$	14.03	\$	13.50	\$	13.50	\$	13.50	\$	13.50	\$	14.03	\$	14.03		
	W	\$	417.20	\$	452.80	\$	501.60	\$	540.00	\$	561.20	\$	540.00	\$	540.00	\$	540.00	\$	540.00	\$	561.20	\$	561.20		
	B	\$	834.40	\$	905.60	\$	1,003.20	\$	1,080.00	\$	1,122.40	\$	1,080.00	\$	1,080.00	\$	1,080.00	\$	1,080.00	\$	1,122.40	\$	1,122.40		
	M	\$	1,807.87	\$	1,962.13	\$	2,173.60	\$	2,340.00	\$	2,431.87	\$	2,173.60	\$	2,173.60	\$	2,173.60	\$	2,173.60	\$	2,431.87	\$	2,431.87		
	A	\$	21,694.40	\$	23,545.60	\$	26,083.20	\$	28,080.00	\$	29,182.40	\$	26,083.20	\$	26,083.20	\$	26,083.20	\$	26,083.20	\$	29,182.40	\$	29,182.40		
03	H	\$	10.93	\$	11.77	\$	12.89	\$	13.77	\$	14.71	\$	13.77	\$	13.77	\$	13.77	\$	13.77	\$	14.71	\$	14.71		
	W	\$	437.20	\$	470.80	\$	515.60	\$	550.80	\$	588.40	\$	550.80	\$	550.80	\$	550.80	\$	550.80	\$	588.40	\$	588.40		
	B	\$	874.40	\$	941.60	\$	1,031.20	\$	1,101.60	\$	1,176.80	\$	1,101.60	\$	1,101.60	\$	1,101.60	\$	1,101.60	\$	1,176.80	\$	1,176.80		
	M	\$	1,894.53	\$	2,040.13	\$	2,234.27	\$	2,386.80	\$	2,549.73	\$	2,234.27	\$	2,234.27	\$	2,234.27	\$	2,234.27	\$	2,549.73	\$	2,549.73		
	A	\$	22,734.40	\$	24,481.60	\$	26,811.20	\$	28,641.60	\$	30,596.80	\$	26,811.20	\$	26,811.20	\$	26,811.20	\$	26,811.20	\$	30,596.80	\$	30,596.80		
04	H	\$	10.78	\$	11.57	\$	12.73	\$	13.57	\$	14.48	\$	13.57	\$	13.57	\$	13.57	\$	13.57	\$	14.48	\$	14.48		
	W	\$	431.20	\$	462.80	\$	509.20	\$	542.80	\$	579.20	\$	542.80	\$	542.80	\$	542.80	\$	542.80	\$	579.20	\$	579.20		
	B	\$	862.40	\$	925.60	\$	1,018.40	\$	1,085.60	\$	1,158.40	\$	1,085.60	\$	1,085.60	\$	1,085.60	\$	1,085.60	\$	1,158.40	\$	1,158.40		
	M	\$	1,868.53	\$	2,005.47	\$	2,206.53	\$	2,352.13	\$	2,509.87	\$	2,206.53	\$	2,206.53	\$	2,206.53	\$	2,206.53	\$	2,509.87	\$	2,509.87		
	A	\$	22,422.40	\$	24,065.60	\$	26,478.40	\$	28,225.60	\$	30,118.40	\$	26,478.40	\$	26,478.40	\$	26,478.40	\$	26,478.40	\$	30,118.40	\$	30,118.40		
05	H	\$	11.16	\$	12.01	\$	13.18	\$	14.05	\$	15.05	\$	14.05	\$	14.05	\$	14.05	\$	14.05	\$	15.05	\$	15.05		
	W	\$	446.40	\$	480.40	\$	527.20	\$	562.00	\$	602.00	\$	562.00	\$	562.00	\$	562.00	\$	562.00	\$	602.00	\$	602.00		
	B	\$	892.80	\$	960.80	\$	1,054.40	\$	1,124.00	\$	1,204.00	\$	1,124.00	\$	1,124.00	\$	1,124.00	\$	1,124.00	\$	1,204.00	\$	1,204.00		
	M	\$	1,934.40	\$	2,081.73	\$	2,284.53	\$	2,435.33	\$	2,608.67	\$	2,284.53	\$	2,284.53	\$	2,284.53	\$	2,284.53	\$	2,608.67	\$	2,608.67		
	A	\$	23,212.80	\$	24,980.80	\$	27,414.40	\$	29,224.00	\$	31,304.00	\$	27,414.40	\$	27,414.40	\$	27,414.40	\$	27,414.40	\$	31,304.00	\$	31,304.00		

CITY OF BIRMINGHAM
SALARY SCHEDULES

Letter Code: C

Group: Organized Clerical (AFSCME)

Hours: 2080

Effective 01-Jul-97

PAY GRADE POSITION	A					B					C					D					E														
	Minimum					6 Months					12 Months					18 Months					30 Months														
01	H	\$	10.36	\$	11.26	\$	12.44	\$	13.39	\$	14.45	\$	15.15	\$	16.00	\$	17.00	\$	18.10	\$	19.30	\$	20.60	\$	22.00	\$	23.50	\$	25.10	\$	26.80	\$	28.50	\$	30.30
	W	\$	414.40	\$	450.40	\$	497.60	\$	535.60	\$	578.00	\$	606.00	\$	636.00	\$	667.00	\$	700.00	\$	735.00	\$	772.00	\$	811.00	\$	852.00	\$	895.00	\$	940.00	\$	987.00	\$	1,036.00
	B	\$	828.80	\$	900.80	\$	995.20	\$	1,071.20	\$	1,156.00	\$	1,212.00	\$	1,270.00	\$	1,330.00	\$	1,392.00	\$	1,456.00	\$	1,522.00	\$	1,590.00	\$	1,660.00	\$	1,732.00	\$	1,806.00	\$	1,882.00	\$	1,960.00
	M	\$	1,795.73	\$	1,951.73	\$	2,156.27	\$	2,320.93	\$	2,411.07	\$	2,459.60	\$	2,504.67	\$	2,550.00	\$	2,596.00	\$	2,643.00	\$	2,690.00	\$	2,738.00	\$	2,787.00	\$	2,837.00	\$	2,888.00	\$	2,939.00	\$	2,991.00
	A	\$	21,548.80	\$	23,420.80	\$	25,875.20	\$	27,851.20	\$	28,932.80	\$	29,515.20	\$	30,056.00	\$	30,600.00	\$	31,150.00	\$	31,700.00	\$	32,260.00	\$	32,830.00	\$	33,410.00	\$	34,000.00	\$	34,600.00	\$	35,210.00	\$	35,830.00
02	H	\$	10.74	\$	11.66	\$	12.92	\$	13.91	\$	14.45	\$	15.15	\$	16.00	\$	17.00	\$	18.10	\$	19.30	\$	20.60	\$	22.00	\$	23.50	\$	25.10	\$	26.80	\$	28.50	\$	30.30
	W	\$	429.60	\$	466.40	\$	516.80	\$	556.40	\$	598.00	\$	641.00	\$	686.00	\$	733.00	\$	782.00	\$	833.00	\$	886.00	\$	941.00	\$	998.00	\$	1,057.00	\$	1,118.00	\$	1,181.00	\$	1,246.00
	B	\$	859.20	\$	932.80	\$	1,033.60	\$	1,112.80	\$	1,196.00	\$	1,282.00	\$	1,371.00	\$	1,463.00	\$	1,558.00	\$	1,656.00	\$	1,757.00	\$	1,861.00	\$	1,968.00	\$	2,078.00	\$	2,191.00	\$	2,307.00	\$	2,426.00
	M	\$	1,861.60	\$	2,021.07	\$	2,239.47	\$	2,411.07	\$	2,504.67	\$	2,550.00	\$	2,596.00	\$	2,643.00	\$	2,690.00	\$	2,738.00	\$	2,787.00	\$	2,837.00	\$	2,888.00	\$	2,939.00	\$	2,991.00	\$	3,044.00	\$	3,098.00
	A	\$	22,339.20	\$	24,252.80	\$	26,873.60	\$	28,932.80	\$	29,515.20	\$	30,056.00	\$	30,600.00	\$	31,150.00	\$	31,700.00	\$	32,260.00	\$	32,830.00	\$	33,410.00	\$	34,000.00	\$	34,600.00	\$	35,210.00	\$	35,830.00	\$	36,460.00
03	H	\$	11.26	\$	12.12	\$	13.28	\$	14.19	\$	15.15	\$	16.00	\$	17.00	\$	18.10	\$	19.30	\$	20.60	\$	22.00	\$	23.50	\$	25.10	\$	26.80	\$	28.50	\$	30.30	\$	32.20
	W	\$	450.40	\$	484.80	\$	531.20	\$	567.60	\$	606.00	\$	646.00	\$	688.00	\$	732.00	\$	778.00	\$	826.00	\$	876.00	\$	928.00	\$	982.00	\$	1,038.00	\$	1,096.00	\$	1,156.00	\$	1,218.00
	B	\$	900.80	\$	969.60	\$	1,062.40	\$	1,135.20	\$	1,212.00	\$	1,290.00	\$	1,370.00	\$	1,452.00	\$	1,536.00	\$	1,622.00	\$	1,710.00	\$	1,800.00	\$	1,892.00	\$	1,986.00	\$	2,082.00	\$	2,180.00	\$	2,280.00
	M	\$	1,951.73	\$	2,100.80	\$	2,301.87	\$	2,459.60	\$	2,626.00	\$	2,792.00	\$	2,960.00	\$	3,130.00	\$	3,302.00	\$	3,476.00	\$	3,652.00	\$	3,830.00	\$	4,010.00	\$	4,192.00	\$	4,376.00	\$	4,562.00	\$	4,750.00
	A	\$	23,420.80	\$	25,209.60	\$	27,622.40	\$	29,515.20	\$	30,056.00	\$	30,600.00	\$	31,150.00	\$	31,700.00	\$	32,260.00	\$	32,830.00	\$	33,410.00	\$	34,000.00	\$	34,600.00	\$	35,210.00	\$	35,830.00	\$	36,460.00	\$	37,130.00
04	H	\$	11.11	\$	11.92	\$	13.11	\$	13.97	\$	14.91	\$	15.90	\$	16.90	\$	18.00	\$	19.20	\$	20.50	\$	21.90	\$	23.40	\$	25.00	\$	26.70	\$	28.50	\$	30.40	\$	32.40
	W	\$	444.40	\$	476.80	\$	524.40	\$	558.80	\$	596.40	\$	636.00	\$	678.00	\$	722.00	\$	768.00	\$	816.00	\$	866.00	\$	918.00	\$	972.00	\$	1,028.00	\$	1,086.00	\$	1,146.00	\$	1,208.00
	B	\$	888.80	\$	953.60	\$	1,048.80	\$	1,117.60	\$	1,192.80	\$	1,270.00	\$	1,350.00	\$	1,432.00	\$	1,516.00	\$	1,602.00	\$	1,690.00	\$	1,780.00	\$	1,872.00	\$	1,966.00	\$	2,062.00	\$	2,160.00	\$	2,260.00
	M	\$	1,925.73	\$	2,066.13	\$	2,272.40	\$	2,421.47	\$	2,584.40	\$	2,750.00	\$	2,920.00	\$	3,094.00	\$	3,272.00	\$	3,454.00	\$	3,640.00	\$	3,830.00	\$	4,024.00	\$	4,222.00	\$	4,424.00	\$	4,630.00	\$	4,840.00
	A	\$	23,108.80	\$	24,793.60	\$	27,268.80	\$	29,057.60	\$	30,056.00	\$	31,150.00	\$	32,260.00	\$	33,380.00	\$	34,510.00	\$	35,650.00	\$	36,800.00	\$	37,960.00	\$	39,130.00	\$	40,310.00	\$	41,500.00	\$	42,700.00	\$	43,910.00
05	H	\$	11.49	\$	12.37	\$	13.58	\$	14.48	\$	15.50	\$	16.50	\$	17.60	\$	18.80	\$	20.10	\$	21.50	\$	23.00	\$	24.60	\$	26.30	\$	28.10	\$	30.00	\$	32.00	\$	34.10
	W	\$	459.60	\$	494.80	\$	543.20	\$	579.20	\$	620.00	\$	663.00	\$	708.00	\$	756.00	\$	806.00	\$	858.00	\$	912.00	\$	968.00	\$	1,026.00	\$	1,086.00	\$	1,148.00	\$	1,212.00	\$	1,278.00
	B	\$	919.20	\$	989.60	\$	1,086.40	\$	1,158.40	\$	1,240.00	\$	1,328.00	\$	1,418.00	\$	1,510.00	\$	1,604.00	\$	1,700.00	\$	1,800.00	\$	1,902.00	\$	1,996.00	\$	2,092.00	\$	2,190.00	\$	2,290.00	\$	2,392.00
	M	\$	1,991.60	\$	2,144.13	\$	2,353.87	\$	2,509.87	\$	2,686.67	\$	2,866.00	\$	3,048.00	\$	3,234.00	\$	3,424.00	\$	3,618.00	\$	3,816.00	\$	4,018.00	\$	4,224.00	\$	4,434.00	\$	4,648.00	\$	4,866.00	\$	5,088.00
	A	\$	23,899.20	\$	25,729.60	\$	28,246.40	\$	30,118.40	\$	31,056.00	\$	32,000.00	\$	32,950.00	\$	33,910.00	\$	34,880.00	\$	35,860.00	\$	36,850.00	\$	37,850.00	\$	38,860.00	\$	39,880.00	\$	40,910.00	\$	41,950.00	\$	43,000.00

CITY OF BIRMINGHAM
SALARY SCHEDULES

Letter Code: C

Group: Organized Clerical (AFSCME)

Hours: 2080

Effective: 01-Jul-98

PAY GRADE POSITION	C				
	A	B	C	D	E
	Minimum	6 Months	12 Months	18 Months	30 Months
01					
H	\$ 10.67	\$ 11.60	\$ 12.82	\$ 13.79	\$ 14.36
W	\$ 426.80	\$ 464.00	\$ 512.80	\$ 551.60	\$ 574.40
B	\$ 853.60	\$ 928.00	\$ 1,025.60	\$ 1,103.20	\$ 1,148.80
M	\$ 1,849.47	\$ 2,010.67	\$ 2,222.13	\$ 2,390.27	\$ 2,489.07
A	\$ 22,193.60	\$ 24,128.00	\$ 26,665.60	\$ 28,683.20	\$ 29,868.80
02					
Clerk-Typist B	\$ 11.07	\$ 12.01	\$ 13.30	\$ 14.33	\$ 14.89
Secretary A	\$ 442.80	\$ 480.40	\$ 532.00	\$ 573.20	\$ 595.60
B	\$ 885.60	\$ 960.80	\$ 1,064.00	\$ 1,146.40	\$ 1,191.20
M	\$ 1,918.80	\$ 2,081.73	\$ 2,305.33	\$ 2,483.87	\$ 2,580.93
A	\$ 23,025.60	\$ 24,980.80	\$ 27,664.00	\$ 29,806.40	\$ 30,971.20
03					
H	\$ 11.60	\$ 12.49	\$ 13.68	\$ 14.61	\$ 15.60
W	\$ 464.00	\$ 499.60	\$ 547.20	\$ 584.40	\$ 624.00
B	\$ 928.00	\$ 999.20	\$ 1,094.40	\$ 1,168.80	\$ 1,248.00
M	\$ 2,010.67	\$ 2,164.93	\$ 2,371.20	\$ 2,532.40	\$ 2,704.00
A	\$ 24,128.00	\$ 25,979.20	\$ 28,454.40	\$ 30,388.80	\$ 32,448.00
04					
Purchasing Clerk	\$ 11.44	\$ 12.28	\$ 13.50	\$ 14.39	\$ 15.36
Parking Enf. Asst.	\$ 457.60	\$ 491.20	\$ 540.00	\$ 575.60	\$ 614.40
Secretary B	\$ 915.20	\$ 982.40	\$ 1,080.00	\$ 1,151.20	\$ 1,228.80
Senior Records Clerk	\$ 1,982.93	\$ 2,128.53	\$ 2,340.00	\$ 2,494.27	\$ 2,662.40
A	\$ 23,795.20	\$ 25,542.40	\$ 28,080.00	\$ 29,931.20	\$ 31,948.80
05					
Secretary C	\$ 11.84	\$ 12.74	\$ 13.99	\$ 14.91	\$ 15.97
Payroll Coordinator	\$ 473.60	\$ 509.60	\$ 559.60	\$ 596.40	\$ 638.80
Senior Clerk/Cashier	\$ 947.20	\$ 1,019.20	\$ 1,119.20	\$ 1,192.80	\$ 1,277.60
A	\$ 2,052.27	\$ 2,208.27	\$ 2,424.93	\$ 2,584.40	\$ 2,768.13
A	\$ 24,627.20	\$ 26,499.20	\$ 29,099.20	\$ 31,012.80	\$ 33,217.60

CITY OF BIRMINGHAM
SALARY SCHEDULES

Letter Code: M
Group: Organized Technical / Professional (AFSCME)
Hours: 2080
Effective: 01-Jul-96

PAY GRADE POSITION	A Minimum	B 6 Months	C 12 Months	D 18 Months	E 30 Months	F 42 Months
01						
Comm. Dev. Coordinator	\$ 12.68	\$ 13.97	\$ 15.52	\$ 16.73	\$ 17.66	
Recreation Coordinator	\$ 507.20	\$ 558.80	\$ 620.80	\$ 669.20	\$ 706.40	
Treasurer's Assistant	\$ 1,014.40	\$ 1,117.60	\$ 1,241.60	\$ 1,338.40	\$ 1,412.80	
Police Dept. Coordinator	\$ 2,197.87	\$ 2,421.47	\$ 2,690.13	\$ 2,899.87	\$ 3,061.07	
	\$ 26,374.40	\$ 29,057.60	\$ 32,281.60	\$ 34,798.40	\$ 36,732.80	
02						
	\$ 13.47	\$ 14.80	\$ 16.46	\$ 17.79	\$ 18.78	
	\$ 538.80	\$ 592.00	\$ 658.40	\$ 711.60	\$ 751.20	
	\$ 1,077.60	\$ 1,184.00	\$ 1,316.80	\$ 1,423.20	\$ 1,502.40	
	\$ 2,334.80	\$ 2,565.33	\$ 2,853.07	\$ 3,083.60	\$ 3,255.20	
	\$ 28,017.60	\$ 30,784.00	\$ 34,236.80	\$ 37,003.20	\$ 39,062.40	
03						
Building Inspector	\$ 15.66	\$ 16.88	\$ 18.51	\$ 18.96	\$ 19.40	\$ 19.82
Plumbing Inspector	\$ 626.40	\$ 675.20	\$ 740.40	\$ 758.40	\$ 776.00	\$ 792.80
Electrical Inspector	\$ 1,252.80	\$ 1,350.40	\$ 1,480.80	\$ 1,516.80	\$ 1,552.00	\$ 1,585.60
Engineering Inspector II	\$ 2,714.40	\$ 2,925.87	\$ 3,208.40	\$ 3,286.40	\$ 3,362.67	\$ 3,435.47
Engineering Specialist	\$ 32,572.80	\$ 35,110.40	\$ 38,500.80	\$ 39,436.80	\$ 40,352.00	\$ 41,225.60
Sr. Property Appraiser						

CITY OF BIRMINGHAM
SALARY SCHEDULES

Group: Organized Technical / Professional (AFSCME)

Letter Code: M

Hours: 2080

Effective: 01-Jul-97

PAY GRADE POSITION	A						B						C						D						E						F																	
	Minimum						6 Months						12 Months						18 Months						30 Months						42 Months																	
01																																																
Comm. Dev. Coordinator	H	\$	13.06				\$	14.39					\$	15.98				\$	17.23					\$	18.19					\$	19.34					\$	20.41											
Recreation Coordinator	W	\$	522.40				\$	575.60					\$	639.20				\$	689.20					\$	727.60					\$	773.60					\$	816.40											
Treasurer's Assistant	B	\$	1,044.80				\$	1,151.20					\$	1,278.40				\$	1,378.40					\$	1,455.20					\$	1,547.20					\$	1,632.80											
Police Dept. Coordinator	M	\$	2,263.73				\$	2,494.27					\$	2,769.87				\$	2,986.53					\$	3,152.93					\$	3,352.27					\$	3,537.73											
	A	\$	27,164.80				\$	29,931.20					\$	33,238.40				\$	35,838.40					\$	37,835.20					\$	40,227.20					\$	42,452.80											
02																																																
	H	\$	13.88				\$	15.25					\$	16.96				\$	18.33					\$	19.34					\$	19.98					\$	20.41											
	W	\$	555.20				\$	610.00					\$	678.40				\$	733.20					\$	773.60					\$	816.40					\$	816.40											
	B	\$	1,110.40				\$	1,220.00					\$	1,356.80				\$	1,466.40					\$	1,547.20					\$	1,598.40					\$	1,632.80											
	M	\$	2,405.87				\$	2,643.33					\$	2,939.73				\$	3,177.20					\$	3,352.27					\$	3,463.20					\$	3,537.73											
	A	\$	28,870.40				\$	31,720.00					\$	35,276.80				\$	38,126.40					\$	40,227.20					\$	41,558.40					\$	42,452.80											
03																																																
Building Inspector	H	\$	16.13				\$	17.38					\$	19.06				\$	19.53					\$	19.98					\$	20.41					\$	20.41											
Plumbing Inspector	W	\$	645.20				\$	695.20					\$	762.40				\$	781.20					\$	799.20					\$	816.40					\$	816.40											
Electrical Inspector	B	\$	1,290.40				\$	1,390.40					\$	1,524.80				\$	1,562.40					\$	1,598.40					\$	1,632.80					\$	1,632.80											
Engineering Inspector II	M	\$	2,795.87				\$	3,012.53					\$	3,303.73				\$	3,385.20					\$	3,463.20					\$	3,537.73					\$	3,537.73											
Engineering Specialist	A	\$	33,550.40				\$	36,150.40					\$	39,644.80				\$	40,622.40					\$	41,558.40					\$	42,452.80					\$	42,452.80											
Sr. Property Appraiser																																																

CITY OF BIRMINGHAM
SALARY SCHEDULES

Group: Organized Technical / Professional (AFSCME)
Letter Code: M

Hours: 2080

Effective 01-Jul-99

PAY GRADE POSITION	A Minimum	B 6 Months	C 12 Months	D 18 Months	E 30 Months	F 42 Months
01						
Comm. Dev. Coordinator	H \$ 13.86	\$ 15.27	\$ 16.96	\$ 18.28	\$ 19.29	
Recreation Coordinator	W \$ 554.40	\$ 610.80	\$ 678.40	\$ 731.20	\$ 771.60	
Treasurer's Assistant	B \$ 1,108.80	\$ 1,221.60	\$ 1,356.80	\$ 1,462.40	\$ 1,543.20	
Police Dept. Coordinator	M \$ 2,402.40	\$ 2,646.80	\$ 2,939.73	\$ 3,168.53	\$ 3,343.60	
	A \$ 28,828.80	\$ 31,761.60	\$ 35,276.80	\$ 38,022.40	\$ 40,123.20	
02						
	H \$ 14.72	\$ 16.17	\$ 17.99	\$ 19.44	\$ 20.52	
	W \$ 588.80	\$ 646.80	\$ 719.60	\$ 777.60	\$ 820.80	
	B \$ 1,177.60	\$ 1,293.60	\$ 1,439.20	\$ 1,555.20	\$ 1,641.60	
	M \$ 2,551.47	\$ 2,802.80	\$ 3,118.27	\$ 3,369.60	\$ 3,556.80	
	A \$ 30,617.60	\$ 33,633.60	\$ 37,419.20	\$ 40,435.20	\$ 42,681.60	
03						
Building Inspector	H \$ 17.12	\$ 18.44	\$ 20.22	\$ 20.72	\$ 21.20	\$ 21.65
Plumbing Inspector	W \$ 684.80	\$ 737.60	\$ 808.80	\$ 828.80	\$ 848.00	\$ 866.00
Electrical Inspector	B \$ 1,369.60	\$ 1,475.20	\$ 1,617.60	\$ 1,657.60	\$ 1,696.00	\$ 1,732.00
Engineering Inspector II	M \$ 2,967.47	\$ 3,196.27	\$ 3,504.80	\$ 3,591.47	\$ 3,674.67	\$ 3,752.67
Engineering Specialist	A \$ 35,609.60	\$ 38,355.20	\$ 42,057.60	\$ 43,097.60	\$ 44,096.00	\$ 45,032.00
Sr. Property Appraiser						

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 N. 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 Provider and submit the claim form and bill to Health Applications Applications Network for reimbursement in accordance with the schedule.

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 1-800-445-2363.
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
4660 S HAGADORN ROAD
EAST LANSING MI 48823-5353
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
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.
- 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 23,100	\$26,000
	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 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:

- (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
- (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:

- (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;
Maximum Benefits	60% of Covered Dental Expenses for Type III. \$1,000.00 for all expenses in any one calendar year except orthodontic expenses. This maximum applies separately to each insured family member.

PLAN II

Benefit	80% of Covered Dental Expenses for Type I services; 80% of Covered Dental Expenses for Type II services;
Maximum Benefits	60% of Covered Dental Expenses for Type III. \$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 or supply; or
- (b) The prevailing charge for the service or supply made by others of similar professional standing in the same geographical area,

whichever is less.

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

COVERED DENTAL EXPENSES

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

B. Prostodontics:

- (1) Partial Dentures. If a cast chrome or acrylic partial denture will restore the dental arch satisfactorily, Dental Expense Benefits will cover the applicable percentage of the cost of such procedure toward a more elaborate or precision appliance that patient and dentist may choose to use, and the balance of the cost will remain the responsibility of the patient.
- (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 prostodontic appliances will be Covered Dental Expenses only if at least five (5) years have elapsed since the date of its installation.

EXCLUSIONS

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

1. Charges for any dental services and supplies which are covered in whole or in part under any other plan of benefits provided by the employer.
2. Charges for treatment by other than a dentist except that scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist if the treatment is rendered under the supervision and guidance of the dentist.
3. Charges for veneers or similar properties of crowns and pontics placed on or replacing teeth, other than the ten upper and lower anterior teeth.
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
AFSCME LOCAL 998
BENEFIT COMPARISON - ACTIVE EMPLOYEES AND RETIREES UNDER AGE 65

Benefits	Basic Plan	Blue Cross & Blue Shield Master Medical	SelectCare Combined Basic/Master Medical
1. INPATIENT HOSPITAL (Semi-private room) Includes ICU, and all other eligible charges Maternity & Newborn Baby Care	In full 365 days	Unlimited*	In full - - Unlimited
2. OUTPATIENT HOSPITAL Includes surgery, lab and radiology Emergency Room	In full	Unlimited*	Unlimited*
3. M.D. SERVICES Inpatient services: Surgical procedures, assistant surgeon, in-hospital attendance, anesthesia, diagnostic X-ray and lab.	In full 365 days	No Coverage	In full
OFFICE CALLS	No Coverage	\$20% co-pay for covered services after deductible is satisfied.	\$15.00 co-pay

* \$1,000,000.00 Lifetime Maximum per person under total plan.

**AFSCME LOCAL 998
BENEFIT COMPARISON - ACTIVE EMPLOYEES AND RETIREES UNDER AGE 65**

	Blue Cross & Blue Shield Basic Plan	Master Medical	Select Care and/or Self Insured Combined Basic/Master Medical
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**	No Coverage	In full - \$7500 maximum
Adult Physical Examination	No Coverage	No Coverage	\$75.00 co-pay
GYN Examination	No Coverage	No Coverage	\$50.00 co-pay
Well Child Care	No Coverage	No Coverage	\$15.00 co-pay
5. DEDUCTIBLES			
	PPO: None	PPO: \$100 / \$200	Network: None
	Traditional: \$350/\$700	Traditional \$150 / \$300	Non-Network: \$150 / \$300
	None	20%	Network: None
CO-PAYS			
	PPO Non-Network: 15%		Non-Network: 20% up to \$1000 / \$2000
OUT OF POCKET MAXIMUM	No maximum on 15%	\$1000 per 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.

**AFSCME LOCAL 998
"Unbundled" Benefit Comparison**

	<u>Basic Plan</u>	<u>Blue Cross & Blue Shield Master Medical</u>	<u>Acorn Combined Basic/Master Medical</u>
<u>Benefits</u>			
Inpatient Psychiatric Care	In full up to 45 days with 60 day interval	50% up to \$15,000 per year; \$30,000 lifetime	In full 45 days peryear. 30 day interval after 1 st 30 days. Non-Network: Separate \$500 deductible with 20% copay.
Inpatient Alcohol/Substance Abuse	In full up to 45 days with 60 day interval	50% up to \$15,000/year; \$30,000 lifetime	In full 45 days per year; 90 days per lifetime. 30 day interval after 1 st 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 for 1 st 2 visits. 3 rd visit & up: \$35 co-pay*
Prescription Drugs			
		Brand Name Drugs Generic Drugs	Claimspro Preferred Pharmacies \$10.00 \$ 5.00
			Other Claimspro Pharmacies \$15.00 \$10.00

*When extended treatment is required by an employee or dependent(s) as a result of traumatic event, or as the result of a criminal act in which the employee or dependent(s) are victims:
When treatment is required for more than 1 family member as a result of such an event, only the co-pay for the first family member shall apply.

**AFSCME LOCAL 998
 MEDICARE COMPLEMENTARY COVERAGE
 BENEFIT COMPARISON - RETIRED EMPLOYEES 65 AND OLDER**

	Blue Cross & Blue Shield Basic Plan	Master Medical	Select Care and/or Self Insured Combined Basic/Master Medical
1. Inpatient Hospital	Medicare Part A deductible, daily Medicare co-insurance from 61 st to 90 th day, 275 additional days to total 365. Worldwide coverage in accredited hospitals for 30 days. Medicare coinsurance for 60 lifetime reserve days.		Identical Coverage
2. Skilled Nursing Home Care	Medicare coinsurance for 21 st through 100 th day		Identical Coverage
3. M.D. Services	Medicare Part B (doctor) deductible, 20% coinsurance for most services covered by Part B.		Identical Coverage
4. Outpatient Psychiatric Care	37.5% coinsurance up to a maximum of \$500 annually when combined with Medicare coverage		Identical Coverage
5. Extended & Additional Benefits	Modified with limit of \$100,000 per year on Extended, and \$2500 per year and \$5000 lifetime on Additional. No coverage on co-pays for basic services.		Identical Coverage

**AFSCME LOCAL 998
 MEDICARE COMPLEMENTARY COVERAGE
 BENEFIT COMPARISON - RETIRED EMPLOYEES 65 AND OLDER**

	Blue Cross & Blue Shield Basic Plan	Master Medical	SelectCare and/or Self Insured Combined Basic/Master Medical
6. Deductible	None	\$100 per person per year	\$100 per person per year
7. Non-Network Charges	N/A	N/A	N/A
Prescription Drugs			
		Brand Name Drugs	Claimspro Preferred
		Generic Drugs	Claimspro Pharmacies
			Other
			Pharmacies
			\$15.00
			\$ 5.00
			\$10.00

