

AGREEMENT BETWEEN

CITY OF BIRMINGHAM

AND

BIRMINGHAM FIREFIGHTERS ASSOCIATION LOCAL 911  
affiliated with the Michigan State Firefighters  
Union, the International Association of Fire-  
Fighters, and the Michigan State AFL-CIO, and  
the Metropolitan Detroit AFL-CIO Labor Council

July 1, 2020 through June 30, 2023

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## AGREEMENT

THIS AGREEMENT, entered into this 20th day of December 2020, by and between the CITY OF BIRMINGHAM, a Municipality in Oakland County, Michigan, hereinafter referred to as the "City", and BIRMINGHAM FIREFIGHTERS ASSOCIATION, LOCAL 911, affiliated with the Michigan Professional Firefighters Union, the International Association of Firefighters, and the Michigan State AFL-CIO, and the Metropolitan Detroit AFL-CIO Labor Council, hereinafter referred to as the "Union".

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

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

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

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

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

### DEFINITIONS

1. For purposes of this Agreement, definitions shall be as follows:

- (a) "Administration shall mean the City Manager or his designee.
- (b) "City" shall mean the City of Birmingham, Oakland County, Michigan.

- (c) "Committeemen" "Committee" shall mean the collective bargaining committee of Birmingham Firefighters Association, Local 911, as recognized in Section 2 of this Agreement.
- (d) "Department" shall mean the Fire Department of the City of Birmingham, Michigan.
- (e) "Duty Day" shall mean that period for which the employee is scheduled to be present and working.
- (f) "Employees" shall mean only employees of the Fire Department of the City of Birmingham below the rank of Fire Marshall.
- (g) "Leave Day" shall be any "Duty Day" for which an authorized absence is obtained.
- (h) "Management" shall mean the Chief of the Fire Department and such other members of the City Administrative staff as designated by the City Manager.
- (i) "Seniority" shall mean the last continuous period of employment within the Fire Department.
- (j) "Seniority Date" shall mean the date the last continuous period of employment within the Fire Department began.
- (k) "Temporary Employee". A temporary employee is an individual employed for a short period of time either definite or indefinite. A temporary employee is not eligible for benefits provided permanent employees. He may work a regular work week or a reduced work week depending upon department needs.
- (l) "Union" shall mean the Birmingham Firefighters Association, Local 911, affiliated with the Michigan Professional Firefighters Union, the International Association of Firefighters and the Michigan State AFL-CIO and the Metropolitan Detroit AFL-CIO Labor Council.

## RECOGNITION

### 2. Bargaining Unit

(a) The City, pursuant to the authority of Act 336 of the Public Acts of 1947 as amended up to and including Public Act 379 of 1965, hereby recognizes the Union as the sole and exclusive collective bargaining agency for all its sworn Fire Department employees, excluding the Fire Chief, Assistant

Chief, Fire Marshal, and part-time or temporary employees, if any, in the matter of wages, hours of work, and other conditions of employment. The term employee(s) as used in this Agreement shall refer only to sworn Fire Department employees assigned to a fire fighting unit and working a regular schedule of an average of 56 hours per week. As a result of changes to educational requirements and curriculums, all references to AEMT's have been changed to Paramedic effective with the July 1, 2017 agreement.

(b) The City shall not enter into any agreements with its employees, individually or collectively, or with any other organization which in any way conflict with the provisions covered by this Agreement.

#### REPRESENTATION

3. (a) The employees shall be represented by a committee of up to five (5) members, one of whom shall be the Chairman who shall be selected in any manner determined by the Local 911 Union Membership. There may be an alternate appointed in the absence of a regular committeeman.

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

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

(b) The Union and the City 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. All titles which reflect sex will be interpreted so that whenever the term he or she is used such terms shall refer to both males and females.

#### JOINT RESPONSIBILITIES

##### 5. No Strike No Lockout

(a) (i) There shall be no strikes, concerted failure to report for work, slowdowns, or stoppages of work, nor any lockouts, during the term of this contract.

(ii) There shall be no strikes, concerted failure to report for work, slowdowns, or stoppages of work, nor any lockout, during any period of time while negotiations are in progress between the parties hereto for the renewal of this Agreement.

(iii) Lawful picketing is permitted during periods of negotiations which shall not commence prior to March 1st of any year.

(b) Any employee who is responsible for, gives leadership to and/or participates in any activity herein prohibited, or conduct violative of the Michigan Statutes set forth in Footnote (1) shall be discharged.

(1) Public Act 336 provides as follows:

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

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

(c) The City will not lockout any employee during the term of this Agreement.

#### MANAGEMENT RESPONSIBILITY

6. It is recognized that the management of the Department, the control of its properties and the maintenance



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

7. It is further recognized that the responsibility for the management of the department, the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the City. Employees shall have the right to process grievances in accordance with Section 8 following, if the Union believes the City has violated its Agreement or its Rules and Regulations relating to employment.

#### GRIEVANCE PROCEDURE

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

Step 1. Any employee having a grievance shall discuss the matter with his Unit Battalion Chief. The employee shall also reduce the grievance to writing, sign it, and present it to the Assistant Chief. Both the discussion with the Unit Battalion Chief and the filing of the grievance in writing must take place within the grievant's next seven duty days after the events giving rise to the grievance.

The Assistant Chief shall meet with the grievant, and at the grievant's request, with his Union representative, within (7) days (excluding Saturday, Sunday and holidays) of receipt of the grievance. The Assistant Chief shall give his written answer within seven (7) days excluding Saturday, Sunday and holidays) of the meeting.

In the event the Assistant Chief is on vacation or other extended absence, the Fire Marshall shall replace the Assistant Chief for this step only.

Step 2. In the event the grievance is not settled in Step 1 and the Union wishes to pursue it, the Union shall appeal the matter, in writing, within seven (7) days (excluding Saturday, Sunday and holidays) after receipt of the answer at Step 1; and a meeting shall be held between the committee and management (Fire Chief) within seven (7) days (excluding Saturday, Sunday and holidays) after receipt of such written appeal, unless the time for such meeting is extended by the parties. The decision of management shall be given in writing within seven (7) days of the end of the meeting (excluding Saturday, Sunday and holidays).

Step 3. (a) If the Union is not satisfied with the decision of Step 2, the Union, through its committee, may within ten (10) days (excluding Saturday, Sunday and holidays) after date of the decision at Step 2, submit the grievance in writing to the City Manager. The Union shall submit its statement of position and all relevant information with such notice. If the grievance is not so submitted within ten (10) days (excluding Saturday, Sunday and holidays), it will be considered closed on the basis of the last disposition.

(b) The City Manager shall meet with the committee and the employee filing the grievance within fifteen (15) days (excluding Saturday, Sunday and holidays). Each may have outside representatives at such meeting or at the Step 2 meeting, with advance notice of not less than 24 hours to the other.

(c) The City Manager will submit the administration's decision, in writing, to the Union within ten (10) days (excluding Saturday, Sunday and holidays) of any such meeting.

Step 4. In the event the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance for consideration to the City Commission. Notice of Request For Consideration must be filed within ten (10) days (excluding Saturday, Sunday and holidays) after date of the City Manager's decision. The City Commission may waive consideration of the grievance. In the event the City Commission considers the grievance it will render a decision on said grievance with or without a hearing. The City Commission shall render a decision within thirty (30) calendar days after the close of the hearing or after receipt of the Notice of Request for consideration, whichever shall occur later. The City Manager will submit the Commission's decision to the Union within five (5) calendar days (excluding Saturday, Sunday and holidays).

Step 5. In the event the grievance is not satisfactorily settled in Step 4, or the Commission waives consideration of the grievance, the Union may, within ten (10) days (excluding Saturday, Sunday and holidays) after date of the decision at Step 4, submit the grievance to final and binding arbitration to be conducted under the rules of the Federal Mediation and Conciliation Service, provided that each party shall have the right to strike one panel submitted by the Service. The arbitrator shall be selected by the parties alternatively striking one name on the panel, with the last remaining name being the arbitrator selected. The City and Union will flip a coin to determine which party shall strike the first name. The costs of the arbitrator and the fees, if any, of the Federal Mediation and Conciliation Service shall be shared equally by the Union and the City.

9. (a) 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.

(b) The time limits provided in the grievance procedure may be extended for extenuating circumstances upon mutual agreement of the parties in writing.

(c) This Agreement shall not deny legal rights provided by law to any employee.

10. (a) Authorized committeemen shall be paid for time actually lost during working hours in attending grievance meetings with the City representatives. Committeemen will be permitted to leave their jobs, upon request, and after receiving approval of their immediate supervisor, for the purpose of investigating a grievance in their assigned area. Such committeemen shall report to his supervisor upon completion of his investigation. This right to receive pay for the time lost shall not be abused. The department will furnish cards or forms to maintain a record of the time spent hereunder. Whenever possible, grievance investigations shall be handled after 5:00 p.m.

(b) Authorized representatives of the Union shall be granted permission, upon reasonable advance request, to enter non-restricted work areas for the purpose of adjusting grievances with designated supervisors during normal business hours only. The names of representatives so authorized shall be on file with the Administration.

11. Any notice of grievance involving discharge or disciplinary action must be filed with the Fire Chief within seven (7) days after the action is taken (excluding Saturday,

Sunday and holidays). The complete grievance, in writing, must be filed within seven (7) days (excluding Saturday, Sunday and holidays) thereafter and the City representatives shall render a decision within seven (7) days (excluding Saturday, Sunday and holidays) of receipt of the complete written grievance.

12. Any employee who is reinstated after discharge and/or disciplinary layoff, shall be returned to the same work if available, work of a similar class at the same rate of pay, or as may be agreed to by the parties, as the case may be.

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

14. All layoff and recall notices and notice of disciplinary and discharge action taken and the reasons therefore, shall be in writing to the individual and the committee.

15. An agreement reached between the Administration and the committee is binding on all workers affected and cannot be changed by an individual.

16. In the event there are grievances or other matters to be considered, a meeting between the committee and management (Fire Chief) shall be held not more frequently than once each month at a mutually agreed date for the purpose of discussing and possibly disposing of such grievances and other problems that may exist.

17. Special meetings to discuss and possible dispose of emergency problems or grievances may be held whenever mutually agreed to between the committee and management (Fire Chief).

#### PROBATIONARY PERIOD

18. (a) A new employee shall be on probation without seniority until he has been employed and actively at work for one (1) year at the end of which period he shall be entered on the department seniority list as of the first day of his employment, except that temporary or part-time employees, if any, shall not acquire seniority. An employee may be laid off or terminated at the discretion of the City without recourse to the grievance procedure during the probationary period. An employee laid off or terminated during his probationary period and rehired within six (6) months following his last day of work will be considered to be completing the probationary

period which he had previously started. An employee who completes his probationary period in this manner, shall be credited with one (1) year's seniority retroactively from the day he completes his probationary period for the purpose of determining his date of employment and position on the department seniority list. An employee rehired after six (6) months will be considered as a new employee and will begin a new probationary period.

(b) Residency Limits. A probationary employee shall be required to meet the residency requirements within six (6) months following completion of his probationary period. An employee's permanent residence must be in that area, designated on Supplement H. These streets shall be outlined on a map, a copy of which shall be given to the Union. In the event of a conflict between this map and Supplement H, the latter shall control.

### SENIORITY

19. (a) Each employee, upon the completion of his probationary period, shall be placed on the department seniority list.

(b) When there is an indefinite reduction of the working forces in the department, the following procedure shall govern in making layoffs: (Note: Nothing herein shall prevent the Union and the City from negotiating reduced work schedules to curtail layoffs.)

(i) Part-time and temporary employees, if any, in the department shall be laid off first, in any order.

(ii) Probationary employees shall be laid off next, in any order.

(iii) Department seniority shall govern layoffs and recalls, providing those remaining have the ability to perform the duties required of the position he occupies. The employees lowest on the seniority list shall be first to be laid off and the last to be recalled.

(iv) In the event there is a reduction of force above the classification of Firefighter, seniority in rank shall prevail. Employees so reduced shall take their position in such lower classification in accordance with their seniority. In the event of an increase in force, or a vacancy in the previously held classification, the demoted officer

shall not be required to reclassify for the position he occupied, unless he has been out of that position for a period in excess of thirty-six (36) months. If the increase occurs after thirty-six (36) months, the normal promotional procedure shall be followed.

The City agrees that an employee who is laid off out of line of seniority, because he does not have the ability to perform the duties required of the position he occupies, but who subsequently acquires such ability, shall be recalled and the less senior employee shall be laid off. The City shall have no obligation to pay for any time spent in training to acquire such ability. If the employee laid off out of line of seniority was laid off because he was not advanced EMT trained and certified, the City shall, however, reimburse such an employee the actual cost for the tuition and books necessary to obtain such training and certification. Such advanced EMT training shall be a course approved by the Michigan Department of Public Health.

20. Seniority shall terminate if an employee:

(a) Quits or retires.

(b) Is discharged for just cause.

(c) If he is laid off for a period equal to his seniority at the time of layoff or three (3) years, whichever is the lesser.

(d) Separation upon settlement covering total disability.

21. Recalls shall be in the reverse order of layoffs, provided the employee is able to perform the work required.

22. (a) Recalls shall be made by certified mail. Copy of notice shall be given to the committee. Employees when recalled to work shall be given five (5) calendar days, from receipt of notice, to notify the City of their intent to return to work.

(b) If any employee fails to report within ten (10) calendar days after receipt of notice, or fails to give a satisfactory explanation for not reporting, he will be considered as having voluntarily quit.

23. When employees are called to work or laid off, the committee shall be given the names and order of calling or laying off.

24. The City shall keep a true seniority list of all department employees having seniority rights, copies of which shall be posted in the department. Copies shall be given to the committee once each six (6) months.

25. Employees shall notify the City of their proper post office address or change of address, and they shall be given a receipt from the City that such notice has been given. The City shall be entitled to rely upon the address shown upon its record for all purposes.

26. Any employee who is promoted or transferred out of the bargaining unit, but who continues as an employee of the City shall retain his seniority, but shall not accumulate additional seniority which may be applied in the event he is returned by the City to the unit. This shall apply to prior as well as future promotions or transfers.

27. (a) Any employee who is elected or appointed to office or position in the Union, which makes it necessary to leave his employment, shall retain his seniority but shall not accumulate seniority during the time he holds this position.

(b) The City will grant a leave of absence, without pay, to employees so elected or appointed upon request of the Union, and renewed semiannually upon request.

28. Seniority shall in all cases accumulate while an employee is on an approved leave and for any approved extensions thereof, except as may be specifically excluded elsewhere in this Agreement.

29. (a) An employee who has been permanently, partially incapacitated by occupational injury or illness arising out of and in the course of his employment with the City, may be assigned to other work which, in the judgement of Management and agreeable to the Union, he is capable of performing, without regard to any seniority provisions of this Agreement, provided that this provision shall not accord him super-seniority beyond his seniority date to continue working.

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

## PROMOTIONS

30. Promotions of employees covered by this Agreement to classifications within the bargaining unit shall be based on merit, qualifications, and ability, and shall be determined in accordance with the following:

(a) Notice of promotional openings in the Fire Department shall be posted at each fire station and the procedure for applying and the selection procedure for the particular position shall be clearly outlined in the notice.

(b) Promotions within the Fire Department shall be on the basis of a review of an applicant's service rating history, current evaluation by his commanding officer of his qualifications for the position, a written examination, recognition for length of service in the Fire Department, and an oral board review and rating, and a recommendation by the Fire Chief to the City Manager based upon this selection procedure. The oral board shall consist of three (3) Chiefs or Assistant Chiefs from other fire departments. Effective July 1, 2017 the oral board shall consist of (a) two (2) Chiefs or Assistant Chiefs from other fire departments, and (b) either a Fire Officer from a surrounding community of a higher rank than the vacancy for which the oral board is being conducted, or the City's Head of Human Resources. The factors are to be accorded the following weights:

30% oral  
40% written  
10% service rating  
20% seniority

(c) Whenever merit, qualifications, and abilities of the employees being considered are equal, seniority shall prevail.

(d) All challenges to promotional exams shall be based only on posted reference material.

The cost of the agency's review of all unsuccessful challenges will be paid by the challenger; a successful challenge occurs when the challenge to a question is sustained.

If a Firefighter challenges a promotional exam, he does so on his own time and at his own expense.

(e) Any employee who feels aggrieved in the matter of promotions may process his claim through the grievance procedure beginning at the appropriate step.

31. (a) Promotional opportunity is open to all qualified employees who have passed their initial probationary period and have achieved the maximum rate of their position, provided that, effective July 1, 1992 and thereafter, to be promoted to the position of Fire Lieutenant, an employee must have completed all of the course work and obtained a Fire Science Certificate or be able to obtain and



obtain such Certificate within twelve (12) months of promotion, and to be promoted to the position of Fire Battalion Chief, an employee must have completed all of the course work and obtained an Associate Degree in Fire Science or be able to obtain and obtain such Degree within twenty-four (24) months of promotion.

Effective January 1, 2014 and thereafter, to be promoted to the position of Fire Lieutenant, an employee must have complete all of the course work and obtain a Fire Science Certificate or be able to obtain and, in fact, obtain such Certificate within twelve (12) months of promotion, complete the designated R.A.F.T. Officer classes (Awareness and Operations) within two years after promotion, and complete Blue Card Command online training within one year after promotion.

(b) The Employer shall forthwith establish and maintain for the term of this Agreement and any extension thereof, objective standards for promotion.

(c) All examinations for positions shall be practical in their character and shall relate to such matters, and include such inquiries as will fairly and fully test the merit and fitness of the person examined to discharge the duties of the position sought by them.

32. A promotion list resulting from the application of the procedure set forth in Section 30 and 31 shall be maintained for twelve (12) calendar months from the first day of the month following the month it is posted. If an employee on the list is bypassed, he may process his claim as provided in Section 30(e).

33. Qualified employees may request a transfer to another department in the City. Such transfers will be approved upon the employee's meeting the qualifications for the position and the approval of the department heads involved. Transferred personnel begin a new probationary period.

34. If the City creates a new job covered by the labor agreement, the City shall fill such position on a permanent basis in the same manner in which it fills a promotion as provided in Sections 30, 31, 32 and 35.

35. (a) If only one person applies for a promotion or new job, the City shall administer the testing procedure. If that person passes the testing procedure, he may be promoted; if bypassed, however, he may process his claim as provided in Section 30(e).

(b) If no employee passes the testing procedure for a promotion or new job within the bargaining unit, the City may consider persons other than employees covered by this agreement for the position, provided, however, such persons shall be tested along with any employees in the department for such position.

ADVANCED LIFE SUPPORT PROGRAM

36. For the period of time that the City decides to operate an Advanced Life Support EMS Program, the City shall determine the number of EMS units in service, the number of Advanced Life Support trained EMS (Paramedics), the number of such trained persons to operate such units, and the following provisions of this Section shall apply:

(a) Effective July 1, 2007, the City will pay Firefighters and Fire Lieutenants designated by the City as Paramedics an annual payment of:

	7/1/07	7/1/08	7/1/09
Paramedics Less than 2 Years	2.5%	4.0%	4.0%
Paramedics More than 2 Years	8.0%	8.0%	8.0%

Effective July 1, 2020, the annual payment for Lieutenants who are designated by the City as Paramedics in the Department Paramedic Program will increase from 4.0% to 5.5%.

Effective July 1, 2020, Battalion Chiefs who are designated by the City as Paramedics in the Department Paramedic Program will earn an annual payment of 2.0%.

Effective July 1, 2020, EMS Coordinator assignment pay is increased from \$2,000 per year, paid annually, to \$3,000 per year paid in December.

(b) The percentages contained in subsection (a) refers to a percentage of a Paramedics base firefighter/lieutenant/battalion chief salary. Paramedic payments shall be included in the regular payroll, and will become a part of the hourly rate for purposes of calculating overtime, longevity, and holiday pay payments.

(c) The Union recognizes that the City may reduce the number of Paramedics it currently has and that the City has total control over determining how many Paramedics it will employ at any time.

(d) A Paramedic must remain qualified and remain in the program for ten (10) years or until retirement, whichever occurs first, or shall reimburse the City for its initial costs in providing the training and recertification costs. This requirement shall not apply if a Paramedic is promoted or transferred by the City and no longer required to perform as a Paramedic.

(e) The City retains the right to select those Firefighters and Lieutenants to be trained and work as Paramedics. (It is understood that the Fire Chief is not required to accept volunteers.)

(f) The practice in effect on July 1, 1990 for maintaining a Paramedic license shall be continued. It will be the employee's responsibility to attend such classes when scheduled, whether during off-duty or on-duty hours, and overtime will be paid if scheduled and taken during off duty, provided the classes were not previously offered to the employee during his regularly

scheduled duty day. If a Paramedic fails to maintain his license, he shall be removed from the Paramedic program.

(g) Unless there are volunteers acceptable to the City or new hires, sufficient Firefighters, on the basis of lowest department seniority, necessary to meet the needs for an Advanced Life Support Program, may be required to obtain and maintain a valid Paramedic license and perform the duties of a Paramedic as a condition of continued employment.

(h) Paramedic Staff Reduction: Surplus Paramedics will be removed from the program in the following order:

1. Paramedics shall be allowed to withdraw from the Paramedic program on a voluntary basis pursuant to the labor agreement and (d) above.

2. If there are insufficient volunteers withdrawing from the program, the Paramedics shall be reassigned in inverse order of seniority (i.e., least senior Paramedic first) as a non- Paramedic Firefighter. If there are layoffs, then the Firefighters shall be laid off pursuant to the provisions of this Agreement.

(i) Paramedics shall continue to be classified as Firefighters/Lieutenants and will be paid the annual premium when assigned by the City to a Paramedic position. The City has no obligation to pay for training or licenses for any Firefighters/Lieutenants not assigned as a Paramedic. Paramedic jobs are not subject to the job posting procedures specified for promotions to ranks different than Firefighter.

(j) The City has no obligation under any circumstances to train a current Firefighter/Lieutenant to fill a Paramedic position.

(k) As soon as the City reaches any decision to provide ALS and/or BLS transport through the Birmingham Fire Department, the City agrees that it will immediately undertake good faith negotiations with the Association to address any and all impact issues relating to conditions of employment. However, it is agreed that bargaining unit members will not receive any additional compensation for taking on the transport work.

36.1 FIRE INSPECTOR - The Department shall continue to have the right to assign employees to the Fire Prevention Bureau, and to determine the number of employees assigned. Effective July 1, 2020, amend Fire Inspector assignment pay from \$1,000 per year/first 36 months and \$2,000 per year thereafter (paid semi-annually) to the following:

Fire Inspector (Firefighter)-\$2,750 per year paid as December lump sum  
Fire Inspector (Officer) -\$1,500 per year paid as December lump sum

WAGE RATES FOR NEW JOBS

37. (a) If a new job should be created due to the introduction of new equipment or significant change in methods of operation, a temporary rate may be established by the City for a period not to exceed six (6) months. In establishing the rate, the City shall evaluate the job in accordance with its normal procedure utilizing all factors involved in the job. During this period the City and the Union shall bargain on the rate of the new classification.

(b) If no agreement has been reached at the end of such six (6) months, the matter shall be processed through the grievance procedure.

HOURS OF WORK

38. (a) The normal work week shall average fifty-six (56) hours per week for unit employees consisting of the following rotation.

24 hours on duty  
24 hours off duty  
24 hours on duty  
24 hours off duty  
24 hours on duty  
96 hours off duty

(b) No employee shall be on duty in excess of twenty-four (24) consecutive hours, except in emergencies declared by the Chief, or except as may be specifically approved by the Chief.

(c) Substitutions, subject to the Chief's approval, must be submitted in writing not less than 1 hour before the time that the substitution is to become effective to the unit officer. No substitution will be permitted which will cause an employee to be on continuous duty for over seventy-two (72) hours. An employee who has been on continuous duty for seventy-two (72) hours as a result of a substitution may not substitute for another employee within twenty-four (24) hours after completion of such seventy-two (72) hour period. There shall be no unreasonable restrictions as to the use of a substitution. Under no circumstances shall substitutions involve added premium pay or other additional compensation. No substitution will be permitted which will increase the time an employee owes to an amount greater than seventy-two (72) hours.

(d) A substitute firefighter shall be considered as being on duty during the period he is substituting for another firefighter, provided the hours worked are not counted for purposes of compensation or determining eligibility for fringe benefits, including the compensation of overtime.

(e) There shall be no daily scheduled routine work, only light-duty done on Sundays or the days designated for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.

Effective August 11, 2009, employees will, as in the past, continue to do basic cleaning of the Fire Department offices, kitchens, restrooms, dorms, training room, basement, apparatus room, etc. Employees will also, as in the past, continue to do basic care of the Fire Department grounds including mowing, weed whipping, and edging. However, on-duty employees will no longer do any painting (including hydrant painting), electrical, plumbing, carpentry, drywall, new construction, or repairs (except for repairing damage done by an employee).

Effective April 27, 2012, there shall be no daily scheduled routine work, only light-duty done on Sundays and the days designated for the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve, and any other day that City offices are closed to the public. On Saturdays, there shall be no daily scheduled routine work and only light-duty work, except that employees shall perform duties on Saturdays for any City open houses, parades, block parties, fireworks, station tours, village fair or other special events.

(f) For unit employees, three hours minimum, at one and one-half (1-1/2) times the regular rate will be paid when the employee appears for scheduled court appearances on off duty time related to City business.

## OVERTIME

39. (a) Employees will be paid one and-one-half (1-1/2) times their regular hourly rate or allowed compensatory time at the rate provided in this Section in the following instances:

(i) Time worked in excess of 24 hours in any duty day shall be paid at the rate of one and one-half the regular hourly rate.

(ii) Time worked in excess of previously scheduled duty period shall be paid at the rate of one and one-half the regular hourly rate.

(iii) Every unit member will begin the calendar year with a bank of 96 hours (4 duty days) which was earned the previous year. FLSA time is also credited when on approved leave. FLSA time is not credited on Light Duty.

~~(iiii) Overtime opportunities for Firefighters that arise during the months of June, July, or August will be offered for volunteers. If a sufficient number of Firefighter volunteers are not obtained, the overtime will be assigned to the least senior Firefighter who may legally be assigned the work, and who has not previously scheduled and have had approved time off on the day of the overtime opportunity.~~

(iv) Minimum daily staffing levels will be set by the City and subject to change at the City's discretion. When the minimum daily staffing level is not met, minimum staffing will be filled by ordering shift personnel in to maintain the established daily staffing level set by the City. During the following special events, and severe weather warnings (as determined at the time of shift change), the current minimum staffing levels as determined by the City are as follows:  
Special Events:

- Birmingham Village Fair (minimum 10); and
- The Woodward Dream Cruise (minimum 12).

Severe weather warnings defined by the National Weather Service as:

- Snow 6 inches over a forecast zone in a 12-hour period or 9 inches of snow in a 24-hour period in a forecast zone (minimum 10)
- Half-inch freezing rain or greater in a forecast zone (minimum 10);
- High Wind sustained over 40mph for at least 1 hour or gusts over 58mph (minimum 10); and/or
- Severe flooding (minimum 10).

When the Department requires additional personnel to staff Rescue 2 during the peak run volume times of Monday through Friday from 0800 to 2000, it will continue to do so on a volunteer basis in order to reach the current 07/01/19 minimum of 10 staff. If the City, at its sole discretion, chooses to increase the minimum staffing level

to 10 at all times, it will not require the ordering in of personnel until this staffing level is maintained on a regular basis (i.e. 24-hour shifts/7 days per week) and the staffing level can be filled on a daily basis without ordering in.

Ordering in rules will be decided by the Union with one exception:

- If minimum officer staffing is filled, the ordered in person to fill the minimum fire department staffing will be filled by a non-officer.

Ordering in rules can be changed every six (6) months with 30-days prior notice to the administration.

If an ordering in rule does not provide a person to order in, the Chief of the department may order in a person at his discretion.

These changes to the contract cannot be re-negotiated until July 1, 2026, unless both parties agree to it. This agreed upon contract language change supersedes PA 125 of 1925.



It is not practical to try to identify every possible scenario when planning your FLSA hours, but the following list of items should give you a pretty good idea of what benefits (and restrictions) the new program has to offer:

The basic rules are as follows:

1. Every unit member starts the calendar year with 96 hours in the bank (providing they were on unit during all 4 quarters of the previous year) and assigned on 24 hour shifts working 54-56 hours per week. If an employee is not assigned normal duty on shift for a full quarter he will not receive a 24 hour accumulation for that quarter, it shall be prorated.
2. Prior to each quarter, selection will be made in the same order as we previously did. This will consist of:
  - 1<sup>st</sup> Quarter - Middle up (January through March)
  - 2<sup>nd</sup> Quarter - Middle down
  - 3<sup>rd</sup> Quarter - Top down
  - 4<sup>th</sup> Quarter - Bottom up
- 3A. Two (2) 24 hour days may be split into flex hour increments of not less than three (3) hours each, to be taken in any quarter per existing scheduling restrictions.
- 3B. FLSA leaves of less than 24 hours **may not be taken on:**
  - New Years Eve
  - New Years Day
  - Christmas Eve
  - Christmas Day
  - Thanksgiving
  - Fourth of July
4. The department will make a good faith effort to approve requests, and employees will make a good faith effort to utilize FLSA time prior to the end of each calendar year. In the event that an employee has time remaining on December 31<sup>st</sup> of any year, the employee will be paid for the time at his then current hourly rate.
5. Time that must be prorated due to beginning or terminated employment shall accrue at a prorated rate per quarter.

6. Other existing rules governing the selection and use of FLSA hours remain the same, such as order of selection, picking with an officer or Paramedic on vacation, etc. The exceptions are, that if more than one employee is to be off on FLSA on a given day, the second selection must meet all of the following provisions:

- a. It must not reduce manpower to a level below minimum staffing.
- b. It must not create the need for overtime personnel.
- c. It must be picked and a signed slip turned in no later than 1 hour before the time desired.
- d. It must be picked after the normal pre-scheduled quarterly selections are made that include the date desired.

**NOTE:** No two employees may pre-schedule FLSA for the same day during the normal pre-selection period. This practice would result in extreme exposure to minimum staffing or below.

7. As has been past practice, once an FLSA pick has been made, it cannot be moved except for extenuating circumstances and providing the employee has expended their personal leave day.

(iv) When an employee is called in to duty during his off-duty hours, he shall be paid a rate equal to one and one-half (1-1/2) times his regular rate for a minimum of three (3) hours. The City shall have the right to assign any work to the employee during this period.

(b) Time granted for vacation during the duty day under consideration for overtime pay, shall be included in the computation of time worked.

(c) Overtime will be computed to the nearest one-quarter (1/4) hour.

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

(e) Paid employees shall be called when there is a need for manpower due to a fire which is less than a full response, provided that at the same time, the City may call volunteers to assist at the fire. A simultaneous callback of paid and volunteer firefighters shall be observed for a full response.

Volunteers may be called for duty because of a natural disaster.

ATTENDANCE

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

(b) Regulations pertaining to tardiness are established by the departmental manuals or policies.

(c) Habitual tardiness may be cause for disciplinary action, up to and including discharge.

(d) Attendance Policy: See Supplement J

(d) Any absence of an employee from duty, including any absence for any single duty day or part of a duty day that is not authorized by a specific grant of leave of absence under the provision of the rules, shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action up to and including discharge. An employee who absents himself for one (1) duty day without authorization, shall be deemed to have resigned. Such absence may be reconciled by a subsequent grant of leave, if the conditions warrant.

(e) Arrangements for time off must be made with the employee's immediate supervisor, in advance, and in accordance with the provisions of the regulations.

(f) If, for some legitimate reason, the employee is unable to report for work at the established time set by the City for his particular shift to begin, the supervisor on duty shall be notified at least one (1) hour beforehand, unless prevented from doing so by reason beyond his control. Failure to do so may result in disciplinary action up to and including discharge.

41. A continuing balance of each employee's annual Vacation and Illness Allowance will be kept in the employee's personnel record.

#### VACATION

42. Vacation is an authorized absence from duty with pay.

(a) Vacation leave cannot be carried over from year to year without written approval of the City Manager. If an employee is unable to take his vacation as scheduled because of departmental workload which prevents taking it in the current year or if he is called in and works on a scheduled vacation, he shall be paid time and one-half (1-1/2) his rate in addition to his regular pay, for work required to be performed on such day. Amounts paid under this section shall be computed on this basis of the wage rate in effect on the employee's vacation day which was canceled.

(b) Except for the above exceptions, and as provided in (e) below, any employee who has not taken his vacation by December 31<sup>st</sup> shall forfeit all rights to such vacation time.

(c) The vacation credits received during one calendar year shall be earned during the preceding calendar year. In the case of an employee with less than one (1) full year's service with the City, such vacation shall be prorated

in proportion to his length of service, but in no case will vacation time be used until the employee shall have been employed at least six (6) months.

(d) Vacations shall not be taken in advance of earned time. Unit employees eligible to receive more than six days vacation are permitted to take six (6) duty days at one time and the balance at a different time. However, if the Fire Chief approves, a Unit employee may take the entire period at one time. There shall be no limit to the number of vacation splits. All rounds of vacation picks shall be done by seniority. If a vacation period must be changed after it is scheduled, it will be rescheduled as near the period selected as possible.

(e) Vacation schedules shall be set by the Chief so as to permit the continued operation of all Department functions without interruptions. Effective August 11, 2009, for purposes of the vacation bid process, a minimum of two (2) employees from the same unit shall be permitted to be on vacation at the same time, regardless of overtime. Employees will be giving preference according to the seniority to select available vacation periods. For Unit employees, available periods shall be picked, approved, and posted the December 1<sup>st</sup> prior to the vacation year. Effective August 11, 2009, employees may choose not to bid up to three (3) of their vacation days and designate such days as "floating" vacation days; such "floating" vacation days must be utilized in 24-hour increments, and may be used at anytime throughout the year provided the use will not cause overtime at time of request. Any such "floating" vacation days not utilized by the end of the year shall be paid off at the employee's current hourly rate.

(f) After vacation schedules have been approved and posted, they must be taken as scheduled except in extenuating circumstances, in which case the employee's vacation will then be reassigned at the convenience of the Department.

(g) Vacation time is accrued to the nearest one-half (1/2) day. Employees shall accrue vacation only as long as the employee is directly paid his full salary or a part thereof by the City. In the year in which an employee ceases to be paid either his full salary or a part thereof by the City, his vacation pay for that year shall be prorated on the basis of the number of calendar days in the period for which he was directly paid and 365 days.

(h) Vacation credit shall be computed from the first day of regular full-time employment. In cases of reemployment after severance, credit will be allowed for the current period of service only.

(i) If a full-time temporary employee transfers to a permanent position, with no break in employment, his vacation time will be figured from the time that he started full time temporary employment, except that in no instance

shall the vacation time so posted be greater than one normal year's accumulation of vacation time.

(j) Any permanent employee who is separated from City employment shall be entitled to his regular pay for any unused portion of his earned vacation as of the date of his separation except as provided in paragraph (k) below.

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

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

(ii) If an employee fails to give at least ten (10) calendar days' notice in advance of termination date.

(iii) If a probationary employee leaves the employ of the City before completing his probationary period.

(iv) If the employee is discharged for theft.

#### LEAVE WITHOUT PAY

43. (a) Leave of absence without pay may be granted to a permanent employee, at the discretion of the City, for a period not to exceed six (6) months. Such leave shall be granted when the City will benefit from the grant. Leave of absence up to one (1) week may be approved by the department head; a leave of more than a week must be approved by the department head and the City Manager.

(b) Upon expiration of the leave, the employee will be reinstated to the position held before the leave was granted. Failure of the employee to report promptly at the expiration of a leave shall be cause for dismissal.

#### LEAVES GENERAL CONDITIONS

44. (a) The authorized absences provided for in this Agreement may be temporarily suspended during any period of emergency declared by the City.

(b) Giving a false reason to obtain any leave provided for in this Agreement shall be cause for discipline up to an including discharge.

## PAID HOLIDAYS

45. (a) A Unit employee shall receive a lump sum holiday pay equivalent to 120 hours of pay (effective January 1, 1991 for June payment in 1992, 132 hours of pay). Effective June 1999, payment will be 144 hours of pay, based on the hourly rate set forth in Supplement A. The lump sum payment shall be paid on the first Thursday in June, which is not a regular pay day. Unit employees with less than a full year's service in the previous calendar year shall receive a pro rata payment based on the ratio of their months of service to twelve.

Pro rata payments shall be made to terminated employees to their date of severance.

(b) Personal Day. One Personal day will be granted to each Unit employee who has completed six (6) months of service.

(i) The Personal Day may be tied to vacation if so declared at the time of vacation scheduling posting. Once attached to vacation, the Personal Day must remain so attached unless the vacation period is waived and rescheduled in accordance with existing practice and Rules and Regulations.

(ii) The Personal Day request must be submitted not less than forty-eight (48) hours (effective July 1, 2009 not less than twenty-four (24) hours), except in extenuating circumstances, in advance of the time the absence is to become effective; if not tied to vacation.

(c) Employees who are receiving a recognition award given by the City if on duty, shall be given paid time off for attendance at the event.

## ILLNESS ALLOWANCE

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

(b) The amount of illness allowance with regular pay allowed per year for each permanent employee shall be as follows:

56 hour work week 5-1/2 24-hour normal duty days, or  
132 hours

Effective August 11, 2009, retroactive to July 1, 2007, 56 hour work week 6.0 24-hour normal duty days, or 144 hours.

(c) Illness Allowance will be allowed to accumulate until the amount in an individual's bank is equal to five (5) times the annual illness allowance. As long as a minimum of five (5) times the annual illness allowance remains

in an employee's bank, he will continue to accumulate illness allowance at one-half (1/2) the former rate of accumulation. There is no maximum to the number of hours that an employee may accumulate.

Illness allowance will be allowed to accumulate. Effective August 11, 2009, retroactive to July 1, 2007, there is no maximum to the number of hours that an employee may accumulate.

(d) (i) No employee shall be entitled to illness allowance credit until he shall have completed six (6) months of service, at which time he will be credited with the number of hours he earned during the six (6) months of service.

(ii) An employee with less than six (6) months of service who is absent because of illness may have his credit for the period worked granted at the option of the Chief of the Fire Department.

(iii) An employee injured on any other gainful employment outside the City employment shall not be eligible for illness allowance.

(e) An employee who becomes ill and unable to report for work must notify his immediate supervisor in accordance with the Rules and Regulations.

(f) Each illness allowance absence must be reported on an illness form and approved by the employee's immediate supervisor, and Chief of Fire, and City Manager.

(g) The illness allowance earned for each month of service shall be posted on the first payroll of the following month.

(h) If an 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 sick during his vacation period will be charged to illness allowance. Any illness or injury occurring after a vacation period has started will not be charged to illness allowance but will be charged to vacation time up to the extent of the previously arranged vacation period.

(i) For those employees covered by the City's group insurance plan, accumulated illness allowance will be used to cover absences occurring on normal work days during the first thirty (30) calendar days of any continuous illness; any remaining illness allowance will be used, with the group insurance benefit allowed, to provided the regular rate of pay until all the illness allowance credit has been used. After that time, the disability income allowance will be the only monies received. Further disability income beyond that



described in this paragraph will be paid in accordance with terms of the Long Term Disability Benefits described in the group insurance certificates.

(j) Except as provided in Section 46(o), an employee who is terminated for any reason will forfeit all illness allowance that he has accumulated.

(i) In the event of reemployment, he will start over again in the accumulation of illness allowance credits.

(ii) Should the termination be a discharge which is later not upheld by due process of this Agreement or the courts, the employee shall have his illness allowance reinstated in full or as agreed to by both parties.

(k) (i) 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, except as noted above.

(ii) If a full-time temporary employee transfers to a permanent position with no break in employment his illness allowance will be figured from the time that he started full-time employment.

(l) 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. Should a change in work week occur, accumulated illness allowance shall be credited on the basis of the new work schedule. Accumulated illness allowance credit shall be converted to hours that would have been earned on the new work week schedule. During January of each year, a report will be made to each employee showing his accumulated illness allowance.

(m) A certification from a physician of the City's choosing may be required by the Chief of Fire as evidence of illness or disability before compensation for the period of illness or disability is allowed.

(n) In the event an employee changes from the "Unit" designation to a "Day Employee" or vice versa, his vacation and illness allowance credits shall be prorated accordingly.

(o) Upon death or retirement (except deferred vested retirement with less than twenty years of service and disability retirement) under the City's Retirement Plan, an employee shall be entitled to receive an amount equivalent to a portion of the unused hours accumulated in his illness allowance bank in excess of 660 hours according to the following schedule:

0 660 hours	0%
661 792 hours	50% for all hours over 660
793 924 hours	60% for all hours over 660
924 1056 hours	70% for all hours over 660
1057 and over	80% for all hours over 660

All Unit employees who, as of January 2, 1985, had 924 hours of accrued sick leave or more upon death or normal retirement, or deferred retirement with twenty or more years of service, under the City's retirement system, shall receive an amount equivalent to their accrued sick leave in excess of 660 hours, provided that such employee continues to have a bank of accrued sick leave in excess of 924 hours until death, normal retirement or deferred retirement with twenty years of service; if before death or such retirement, such an employee's accrued sick leave goes below 924 hours he shall thereafter upon death or such retirement receive payment as provided in the above schedule in this Section.

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 (except deferred vested retirement with less than twenty years of service) irrespective of when such person is entitled to receive retirement benefits.

Effective August 11, 2009, retroactive to July 1, 2007 upon death or retirement (except deferred vested retirement with less than twenty years of service) under the City's Retirement Plan, an employee shall be entitled to receive an amount equivalent to 50% of the unused hours (up to a maximum of 1,800 hours) accumulated in his illness allowance bank, for a maximum payment of 900 hours (1,800 x 50%)

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 (except deferred vested retirement with less than twenty years of service) irrespective of when such person is entitled to receive retirement benefits.

Employees hired on or after April 1, 2012 shall not be entitled to receive any payout for unused hours in their illness allowance bank upon death or retirement.

(p) All unit employees who receive a disability retirement under the City's retirement system, shall receive pay for all hours in excess of six hundred and sixty (660) hours.

Effective August 11, 2009, retroactive to July 1, 2007, all unit employees who receive a disability retirement under the City's retirement system, shall receive pay for all unused hours as provided under (o) above.

(q) Sick leave shall cease to accrue in instances where an employee no longer is being paid his full salary or a part thereof directly by the City. For the month in which the employee is last paid his full salary or a part pro-rated based on the number of calendar days during the period in that month for which he was directly paid by the city and thirty (30) days.

(r) Employees who do not use any sick leave during a calendar year shall receive a bonus of twelve (12) hours of personal time which shall be taken during the following calendar year. Such time may be taken in 4 hour minimums, and 24 hours notice is required.

## EMERGENCY LEAVE

47. Emergency Leave. Such leave shall be in addition to other types of leave to which an employee may be entitled. Such leave shall be subject to approval by the Chief of Fire and the City Manager.

(a) In case of a death in his immediate family, an employee may be granted a leave of absence with pay for a period not to exceed four (4) calendar days for day personnel and two (2) duty days for unit personnel.

(b) In case of a serious illness in his immediate family, an employee who has completed six (6) months of service may be granted a leave of absence with pay for a period not to exceed four (4) calendar days for day personnel and two (2) duty days for unit personnel.

(c) "Immediate family" is defined as wife, husband, child, brother, sister, brother-in-law, sister-in-law, parent, parent-in-law, grandparent, grandparent-in-law, step-children, step-father, and step-mother.

(d) For a death or serious illness of one other than immediate family which, because of extenuating circumstances, the department head believes is a proper emergency leave, the department head may make a request of the City Manager for approval to grant such a leave.

(e) "Serious Illness" is defined as an illness requiring hospitalization or where the illness is of an emergency nature which is so serious that it necessitates that the employee be in attendance with the family member for medical attention by a physician. For a given serious illness only, two (2) duty days for Unit personnel will be allowed in any one calendar year. If a serious illness results in death, a maximum of two (2) duty days for Unit personnel will be allowed for the illness and the death leave (i.e., it would not be possible for Unit personnel to get two (2) duty days' serious illness plus two (2) duty days' death leave for Unit personnel in a continuous manner).

(f) "Employee-Retiree" - Regular City employees may be granted time off with pay to attend the funeral of a City of Birmingham employee or retiree. Those employees who may be spared from the work assignments, have a bona fide reason, may be granted time off with pay to attend the funeral. The determination as to who may be spared and the validity of the reasons shall rest with the department head. Under no circumstances is the department to be closed or services appreciably reduced without prior written approval of the Manager's office.

(g) Emergency leave will not be granted if the emergency occurs during a previously scheduled vacation, unless such leave starts prior to the time the vacation is scheduled. In this case only, the absence will be charged to emergency leave rather than vacation. If the emergency leave occurs after the vacation has started, the time will be charged to vacation and not to emergency leave.

(h) An employee will be permitted up to a total of one (1) day off under the emergency leave provisions when his wife is having a baby.

#### INJURIES

48. All injuries, except smoke inhalation, must be reported in writing, if possible, the day the injury occurs, either to the employer, immediate supervisor, or Chief of Fire. In the case of compensable injuries, an employee is required to go to doctors designated by the City or its insurance carrier.

#### WORKER'S COMPENSATION

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

(b) In the event an employee is disabled and unable to work within the Fire Department at his regular salary, except as otherwise provided herein, as a result of duty connected personal injury or illness arising out of and in the course of his employment, and in fact is paid Worker's Compensation benefits, the employee will be paid for those days the employee would otherwise have been scheduled to work 100% of his regular base pay for the period beginning on the 14th calendar day of disability through one (1) year from date of such disability. Such payment will consist of the Worker's Compensation payment, supplemented by any other disability benefits provided by the City, and a supplement provided by the City. The supplement provided by the city will be made for a period not to exceed one (1) year.

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

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

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

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

(e) When the attending physician states that an employee is able to return to work, his Worker's Compensation payments will cease.

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

#### OTHER EMPLOYMENT

50. (a) Private employment in off-duty time may be permitted in cases where its performance does not conflict with the City's interest and does not reduce the employee's ability to adequately perform his duty of employment with the City. Employees who wish to accept outside employment shall communicate that fact, in writing, to the Chief of the Fire Department.

(b) No Fire Department employee shall be allowed to hold two separate and distinct jobs with the City (i.e., an employee in the Fire Department would not be allowed to work as a temporary employee at Eton Park Skating Rink).

#### MILITARY ABSENCES

51. (a) Effective January 1, 2021, Employees who currently serve in the National Guard, service reserves, or other such units will be permitted up to six(6) days of leave to attend weekend unit drills. These days hold no other monetary value and are not to be considered to be cumulative, or will have the ability to be paid out at the end of the year. For such purposes, these days are allotted for "military" activity only and if not used they will be relinquished at the year's end. Documentation of military orders shall be provided to Fire Chief.

(b) The Selective Service Act as presently existing, or as it may be amended from time to time, shall govern the reemployment rights of servicemen.

#### IN-SERVICE TRAINING

52. The City Manager may authorize in-service training programs with pay for employees to take schooling in the interest of the City.

### JURY DUTY

53. (a) When an employee is required to serve on a jury, he will be excused from his regular duties on the days he is required to, and does, appear in court, except that on such days the employee will be required to work all scheduled hours during which his attendance in court is not necessary.

(b) The City will pay such employee for time actually lost from his scheduled work hours (exclusive of work premiums) less his jury fees received for such days.

### BULLETIN BOARD

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

### MEETINGS

55. (a) The Union may schedule special meetings on department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the department, provided written permission stating the reason for such meeting is secured from the administration prior to such meetings.

(b) If thirty calendar days' prior notice is given to the Chief, the City will agree to permit the Fire Department representatives on the Retirement Board to attend the two MAPERS meetings scheduled per year; provided the time off is needed, such employee will receive two duty days off to attend each meeting.

### RECREATION FACILITIES

56. Regardless of their place of residence, City of Birmingham Fire Department employees, except temporary employees, shall have the privilege of participating in the Birmingham recreation program and playing golf on City golf courses at the same rates charged to residents of the City.



### ALCOHOLIC BEVERAGES

57. The consumption of alcoholic beverages during working hours will be sufficient cause for immediate discharge of the employee so involved. The phrase "working hours" is intended to cover the period from the time that an employee starts to work until he leaves, including any "coffee breaks" or "meal periods".

### SAFETY AND SANITARY CONDITIONS

58. (a) The City agrees to provide sanitary, safe, and healthful station quarters.

(b) The City will provide adequate and suitable first aid facilities.

(c) Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which may be furnished to them hereunder and will comply with the safety, sanitary, and fire regulations issued by the City.

### INSURANCE

59. (a) The City shall offer an insurance program to provide security for employees for major and serious losses resulting from accident or illness.

(b) All full-time employees and permanent part-time employees who work at least twenty (20) hours a week shall be eligible for group life, short term and long term disability insurance benefits after one (1) month of continuous employment. If application is delayed more than thirty (30) days after an employee is eligible for this coverage, he shall not be enrolled until the next declared enrollment period (start of policy year).

(c) Coverage and amount of protection are set forth in Supplement C of this Agreement.

(d) The employee is responsible for notifying the Personnel Office, within 30 days, of any change in the number of his dependents.

(e) The premium for optical expense benefits as set forth in Supplement D. page 1 will be paid by the City.

(f) Hospital and surgical, master medical, and prescription program shall be fully paid by the City for

employees covered by this Agreement following the completion of ninety (90) days of continuous service. Optical and dental benefits shall be fully paid by the City for employees after thirty (30) days of continuous service.

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

An employee shall be reinstated for insurance coverage commencing with the month following the month in which the employee returns to full-time duty; an employee who reports for court, or a conference, or for training, or for maintaining certification, or for similar irregular assignment shall not be deemed to have returned to full-time duty for purposes of this section.

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

An employee shall be reinstated for insurance coverage commencing with the month following the month in which the employee returns to full-time duty; and employee who reports for court, or a conference, or for training, or for maintaining certification, or for similar irregular assignment shall not be deemed to have returned to full-time duty for purposes of this section.

(i) Termination of Health, Optical, Life, Dental and Disability Insurance Upon Sick-Disability Leave. Except as provided in Section 59(j), in the event of a sickness or disability leave of absence, the City shall continue to pay the premium or provide coverage for the health insurance, optical insurance, life insurance, dental insurance, and disability insurance for any month for which an employee receives actual compensation from the City.

An employee shall be reinstated for insurance coverage commencing with the month following the

month in which the employee returns to full-time duty; an employee who reports for court, or a conference, or for training, or for maintaining certification, or for similar irregular assignment shall not be deemed to have returned to full-time duty for purposes of this section.

(j) In any calendar year that an employee with a minimum of a year of service when he commences a continuous period of a sick or disability leave, and exhausts accrued sick leave the City will, during such leave, continue to provide for health insurance for up to 3 months following the month in which such employee's sick leave is exhausted. Should the disability be duty related as defined in Section 49(b) of this Agreement, the City will continue to provide for health insurance for an additional 3 months.

(k) Change of Insurance Carrier. The City reserves the right to provide any insurance under this agreement through any carrier it elects or to self-insure any insurance, provided (a) that the benefits provided are equal to or better than the benefits being provided on the date of the (signing of this agreement), and (b) the Union is notified at least 30 days in advance of such change; and (c) if there is a disagreement between the City and the Union as to whether the benefits to be provided by a different carrier or through self insurance are equal to or better than the benefits provided on the date of the (signing of this agreement), the parties shall submit the matter to arbitration under Section 8 and the insurance through a new carrier or self insurance shall not be implemented until a decision is rendered by the arbitrator.

The City agrees that no 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 a carrier agreed to by the Union, the Union shall have the remedies set forth in Section 59 (k).

## RETIREMENT

60. (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, and amended from time to time thereafter (also known as Chapter XIX, as amended, of the Charter of the City of Birmingham, Michigan). The Employee Retirement System shall be modified as follows:

1. Effective as of the date they commence receipt of such benefits, members of the retirement system who are eligible to receive pension benefits may withdraw their contribution to the pension system including interest attributable to such contributions, provided that in such event, the amount of their pension benefit shall be based only on the City contributions, and therefore the benefit provided for such employee shall be proportionately reduced to reflect withdrawal of the employee's contribution and interest and be

actuarially reduced. The amount of the reduction will be determined based upon the mortality assumption adopted by the Retirement Board and the interest assumption published by the Pension Benefit Guaranty Corporation and effective for PBGC purposes for the month of retirement. In the event that the PBGC rate is no longer published, the parties will bargain a new benchmark interest rate

2. (a) 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 compensations received during his total years of credited service.

(b) Effective July 1, 1979, Options 2 and 3 under the Retirement System for Police and Fire shall be modified to state as follows: "In the event there be no such designated person or person surviving the said retiree, the Pension Board shall pay to his estate, the difference, if any, between the retiree's accumulated funds at the time of his retirement, and the total retirement allowance received by the retiree prior to his death."

(c) Effective November 1, 1987, Chapter XIX of the City Charter will be amended to provide that if an employee retires from the City's employ either at the age of 55 or older or due to disability as provided in Chapter XIX of the City Charter, and, at the time of retirement, is in a classification covered by this Agreement, such employee's pension benefit shall be calculated on the basis of 2.5% times the first thirty (30) years of service and 1% thereafter. This provision applies only to employees retiring after November 1, 1987. Employees retiring prior to November 1, 1987 shall be governed by the provisions of the pension system in effect on the date of their retirement.

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

Effective July 1, 2002 the pension benefit shall be calculated on the basis of 3.0% times the first 30 years of service and 1% thereafter, to a maximum benefit of 95%. This provision applies only to employees retiring after July 1, 2002.

If an employee with at least 10 years of service retires prior to age 55, unless such retirement is for disability as provided in Chapter XIX of the City Charter, such employee shall receive a deferred retirement payable commencing at age 55 on the basis of a pension benefit of 2.25% times the first thirty (30) years of service and 1% times each year thereafter.

Effective June 30, 1994, for employees retiring after that date, an employee may elect to retire with the benefit set forth in this subsection, without actuarial reduction, at age 50 provided that such employee has at least 25 years of service in a classification covered by this Agreement.

(d) The employees covered by this agreement shall contribute 3% of his/her annual compensation to fund retirement benefits under the applicable chapter of the City Charter. Effective July 1, 1995, employees covered by this Agreement shall contribute 4.95% of his/her annual compensation to fund retirement benefits under the applicable chapter of the City Charter.

The City will make application to the I.R.S. under Section 414(h) for an "employer pick-up" provision with regard to the employee retirement contribution called for in Section 60 Retirement, subsection 2(d) of the contract. It is understood that employees will continue to make the contribution called for in Section 60 Retirement, subsection 2(d), but that, upon IRS

approval, such contributions will then be on a pre-tax rather than an after tax basis in accordance with these provisions. The City Ordinance governing the retirement plan shall be amended as required to reflect the inclusion of this provision.

Effective July 1, 2004, all employees will contribute 5% of compensation to fund retirement benefits. The 5% contribution shall be allocated as follows: 4% of compensation to the retirement benefit (pension) fund and 1% of compensation to the retirement health care fund. Effective July 1, 2005, 3% to the retirement benefit (pension) fund and 2% to the retirement health care fund. To the extent permitted by IRS regulations, the contributions will be made on a pre tax basis. The provisions of Section 2-236 of the City Code (Retirement Ordinance provision on withdrawal of contributions) are applicable with regard to the contributions to the retiree health care fund.

Interest on employee contributions to the retiree health care fund will be credited in exactly the same manner as employee contributions to the retirement fund.

(e) Employees who have fifteen years of service and receive a Normal Retirement, or employees who receive a disability retirement, shall be eligible to elect the health insurance coverage contained in Section 59 and Supplement C, Section I, subject to Section 59 (k), (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.

(f) Employees who receive a Deferred Retirement Benefit having been employed by the City for twenty (20) years or more shall be eligible to elect the health insurance benefits specified in this Section commencing with the first month for

which he/she actually receives a retirement benefit, provided that such retired employee contributes 50% of the cost for such coverage.

(g) Health Insurance for Firefighters, Lieutenant, Battalion Chief and Paramedic Coordinator Not Subject to Social Security/Medicare. If an employee is not eligible for Medicare coverage from any source at age 65, to the extent permitted by Federal Regulations, the City will purchase Medicare Part A for the retiree and/or spouse. The Retiree and/or spouse will then purchase Medicare Part B. The City will then provide the Medicare complimentary coverage set forth in Schedule C.

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

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

(j) Sections (e), (f) and (g) and the health insurance benefits provided thereunder are applicable to and will be provided only to employees hired prior to July 1, 2009. Employees hired after July 1, 2009 shall be covered under the Birmingham Employees Retirement health Savings Plan administered by the ICMA (or equivalent). The City shall contribute \$50.00 per bi-weekly pay. The employee shall contribute 2% of earnings. The employee will become vested in employer contributions upon 7 years of service.

The ICMA VantageCare Retirement Health Savings (RHS) Plan shall include in its standard adoption agreement the following provisions:

Effective Date of Plan: July 1, 2009

Eligible Employee Group: Members of the bargaining unit hired after July 1, 2009

Participation: Immediate

Employer Contribution:

\$1,300 per year (\$50 per bi-weekly pay)

\$2,080 per year (\$80 per bi-weekly pay) Effective 1/1/18

Employee Contribution (pre-tax):

2% of earnings

3% of earnings, Effective 1/1/18

Definition of earnings: Base salary, overtime, longevity, holiday pay

Vesting: Employee Contributions 100% immediate  
Employer Contributions 7 years service 100%;  
death or disability prior to 7 years of  
service 100% vested

service

Permissible benefit payments: All medical expenses under IRC 213 other than long term care.

Surviving Spouse/Dependents: Maintain and utilize account for benefits.

(k) Eligible employees who retire after July 1, 2009 and elect employer provided retiree health insurance shall contribute \$60.00 per month for each individual under age 65 for whom coverage is provided and \$30.00 per month for each individual over 65 for whom coverage is provided.

Eligible employees who retire after July 1, 2016 and elect employer provided health insurance shall contribute \$100 per month for each individual under age 65 for whom coverage is provided, and \$50 per month for each individual over age 65 for whom coverage is provided.

(l) Employees hired on or after April 1, 2012 shall not be covered under the Birmingham Employees Retirement System current defined benefit retirement plan, except as provided below for Duty Disability, Non Duty Disability and Death benefits. Employees hired on or after April 1, 2012 shall be covered under the Birmingham 401(a) defined contribution plan as administered by the ICMA (or equivalent). The City and the employee shall make contributions as follows:

Employer: 12% of earnings  
Employee: 5% of earnings

	January 1, 2018	January 1, 2019
City	14.00%	15.00%
Employee	6.50%	6.50%

``Earnings`` shall be as defined in the Retirement Ordinance.

Employee vesting in employer contributions will be upon 7 years of service.

Employees hired on or after April 1, 2012 will be included in the defined benefit plan for duty and non-duty disability and for death benefits, which shall be actuarially funded by the City. However, duty disability benefits and non-duty disability benefits shall be subject to offset as provided below.

Effective July 1, 2016, the City will match an employee's additional contribution up to a maximum of 1.5% of earnings.

#### Duty Disability

The City's liability for retirement duty disability benefit shall be offset by either of the following, and the duty disabled member must select one of the following two options:



- 1) The duty-disabled member may opt to have the duty disability benefit under the defined benefit plan offset by the lifetime annuity value of the duty-disabled member's 401(a) defined contribution retirement account, determined as of the effective date of the employee's disability related separation from service. It is within the discretion of the duty-disabled member whether to draw upon, and the extent of drawing upon, the balance in his 401(a) defined contribution account to supplement his net disability payment; the member's exercise of that discretion does not, however, modify the lifetime annuity value offset as provided here.
- 2) The duty-disabled member may opt to transfer to the City complete ownership of and full entitlement to the total balance of his 401(a) defined contribution retirement account, waiving all his rights to any and all monies in his 401(a) defined contribution retirement account, determined as of the effective date of the employee's disability related separation from service. Should the duty-disabled member elect this option, he shall be entitled to full duty-disability pension benefits, without any offset, the same as for members hired prior to April 1, 2012.

Under either option 1 or 2 above, upon reaching normal retirement age, the duty-disabled member shall receive service credit for the period he was entitled to duty disability retirement and shall otherwise be covered by the provisions of Section 2-233. For those members choosing option 1 above, the offset shall continue to apply as set forth above.

#### Non-Duty Disability

- 1) The City's liability for the non-duty disability retirement benefit shall be offset by the lifetime annuity value of the employee's 401(a) defined contribution retirement account, determined as of the effective date of the employee's disability-related separation from service.
- 2) It is within the discretion of the disabled member whether to draw upon, and the extent of drawing upon, the balance in his 401(a) defined contribution account to supplement his net disability payment; the member's exercise of that discretion does not, however, modify the lifetime annuity value offset as provided above.

(m) With regard to members of the bargaining unit hired prior to April 1, 2012 and Section 2-228 Election of Option II of the Retirement Ordinance: Subsection (a) shall be continued unchanged. Section 2-228 Election of Option II, subsection (b) shall be re-designated as subsection (b)(1) and a new provision designated as subsection (b)(2) shall provide as follows:

(b)(2) Effective August 1, 2013, the surviving spouse of a member hired prior to April 1, 2012 who continued in the City's employ after attaining 15 years of credited service and who did not have an Option II election in force at the time of the member's death, shall immediately receive the same benefit as if the member had timely elected an Option II benefit with the surviving spouse as the beneficiary. No benefits shall be paid under this subsection on account of the death of a member if any benefits are paid under section 2-235 on account of his death, or in the event of a workers compensation benefit being paid, a pending claim or pending appeal of a workers compensation claim denial. A surviving spouse receiving benefits under this provision shall not be eligible to receive City provided health insurance. The Union agrees that, notwithstanding any other provision of the collective bargaining agreement, the City Charter, the Municipal Code or other basis, no claim will be made that receipt of benefits under this provision creates eligibility for City provided health insurance.

## HEALTH EXAMINATIONS AND REQUIREMENTS

61. (a) Each employee covered by this Agreement must maintain a personal physical fitness commensurate with the duties and requirements of the position he occupies. This shall include demonstrating such conditions by his actual job performance and/or job-related physical test.

Should any employee fail to pass such a test, he shall follow a corrective physical training program. If any employee fails to follow the prescribed program, he shall be subject to further review which may result in temporary suspension or discharge.

(b) Each employee covered by this Agreement must be medically fit commensurate with duties and requirements of the position he occupies. His medical fitness shall be periodically reviewed by a required medical examination paid for by the City. An opinion by the City doctor that the employee is not medically fit, shall result in a layoff under the provisions of the illness allowance. In the event of a difference between the opinion of the City doctor and the employee's doctor, the two doctors shall select a third doctor or clinic or hospital procedure mutually acceptable to the parties to examine the employee and issue an opinion which shall be final and binding on all parties. If the third doctor certifies that the employee is medically fit to return to work, he shall be returned to work and made whole for any wages and/or benefits lost during the period after the employee made himself available for work and the date of re-instatement pursuant to the third doctor's opinion. The third doctor's fees and costs shall be shared equally by the Union and the City. Failure to take treatment by the doctor or certification that the employee's medical condition is such that he will not recover shall result in the employee being terminated or medically retired, if qualified under the City pension plan, as of the last day he receives compensation from the City.

There shall be no "light duty" provided for any employee except as provided herein.

PAY PERIOD

62. (a) All employees are to be paid by check every two weeks. Checks will be distributed by the Chief of Fire and his representative every other Thursday. Each employee shall be paid his scheduled bi-weekly amount plus overtime worked through the preceding Friday, unless such overtime is to be taken as compensating time off as provided in Section 39.

(b) Emergency Pay Advance. Checks may be issued in advance only with the approval of the Chief of Fire and the City Manager.

(c) Vacation Payroll Advance. Requests for vacation payroll advance must be approved by the Chief of Fire and submitted to the Personnel Office for verification for payroll twenty-four (24) hours before expected delivery of the checks. Requests during a pay period for pay for that period must be received not later than the Thursday preceding the Thursday the checks are normally received.

UNIFORMS

63. Furnished by City. The following items of equipment shall be furnished by the City and remain under its ownership:

Firefighter's helmets  
head liners  
boots, rubber coats,  
Nomex HOOD  
Nomex bunker pants  
SCBA face piece  
gloves  
badge uniform cap  
badge uniform shirt (if required)  
collar ornaments  
shoulder patches sewing on shall be  
out of employee's uniform  
allowance.

64. Furnished by Employee. The following uniform items shall be furnished by the employee and shall remain under their ownership subject to Rules and Regulations:

<u>Permanent Employees</u>	<u>Probationary Employees</u>
<u>Dress</u>	
1 cap uniform	1
1 trousers uniform	1
1 coat uniform (purchased at completion of probation)	

1 tie uniform	0
1 shirt uniform (short sleeve, light blue)	1
1 shirt uniform (long sleeve, light blue)	1
1 pair of shoes	1
4 fatigue uniforms	4
2 nameplates	2
1 fatigue jacket (light-weight-approved)	1
1 fatigue jacket (heavy-weight-approved)	1
1 fatigue cap	1

65. Allowance.

(a) Uniform Allowance: Effective as soon as practicable after ratification by both parties, increase the annual uniform allowance from \$400 to \$500, and establish an annual maximum cap of \$1,000. Effective with ratification, the maximum uniform allowance payout at separation shall be \$3,000. Effective January 1, 2022, the maximum uniform allowance payout at separation shall be \$1,000.

Cleaning Allowance: In addition to the uniform allowance provided above, effective August 11, 2009, retroactive to July 1, 2007 the City shall pay each employee a cleaning allowance of \$200.00 per year. This amount shall be payable in two equal installments: one installment being paid November 1<sup>st</sup>, and the other installment being paid February 1<sup>st</sup> to each employee on the payroll on such dates and be subject to taxation as required by the taxing authorities.

(b) The employee shall be responsible for maintaining his uniform to the standards established by the Department.

(i) When uniform clothing is needed, the employee shall obtain a "request to purchase" the desired article from the designated company officer.

(ii) After purchase, the approved request, the article, and proof of charges shall be submitted to the designated officer for approval and payment.

(iii) A check shall be issued from the Uniform Fund to the employee for the amount of the purchase, and this amount will then be deducted from the employee's account.

(c) No checks will be issued for an amount greater than the balance of an employee's account.

(d) The balance remaining at the end of the fiscal year shall remain in the employee's account.

(e) The yearly Uniform Allowance is prorated over the entire fiscal year. If an employee resigns, he must leave the unearned portion of his allowance in the Uniform Fund. If he has expended more funds than he has earned at the date of termination, he will be required to pay to the City the deficient amount.

(f) Upon retirement, the retiree is entitled to receive payment for any earned allowances remaining in his Uniform Fund account.

(g) Upon death, the beneficiary of the deceased employee is entitled to receive payment of any allowance remaining in the deceased's Uniform Fund account.

(h) This account is for the sole use of the employee for purchasing required uniforms and may not be used for other purposes.

(i) New employees, in addition to receiving the prorated annual allowance, shall receive \$400.00 for the initial purchase of required uniforms. All purchases are to be approved by the Chief or his designee. (Employees on probationary status at the time of the signing of this settlement shall have the \$400.00 credited to their account.)

(j) Unit employees holding the duty assignment of Fire Inspectors as of July 1 shall receive an additional uniform allowance of \$15.00 for the fiscal year.

(k) Unit employees, upon entering officer rank (i.e., promoted to Lieutenant), shall receive an additional ("one time only") uniform allowance of \$150.00 for uniform change required by officers.

#### WAGE RATES

66. The wage rates are set forth in Section I of Supplement "A" and shall become effective on the dates set forth therein.

#### DEFERRED COMPENSATION

67. Fire fighters shall be allowed to participate in the International City Management Associations Deferred Compensation Plan. Changes in participation, funds or enrolment can only take place during the first week of July and December of each year. This section shall be effective with the payroll period beginning January 6, 1986.

#### DISTRIBUTION OF AGREEMENT

68. Copies of this Agreement shall be distributed by the City to all Fire Department employees by means of a hard copy, or a preferred method through electronic database technology (email).

#### SEPARABILITY

69. This Agreement is subject to the laws of the State of Michigan, and in the event that any provision of this Agreement shall, at any time, be held to be contrary to law by

a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however all other provisions of this agreement shall, insofar as possible, continue in full force and effect.

**Public Act No. 9 of 2011**

As required by state law, the parties incorporate the necessary language under Pubic Act No: 9. This provision shall immediately sunset if the Act is ruled unconstitutional or invalid in a final decision by the court of competent jurisdiction.

**AGENCY SHOP**

70. (a) It shall be a continuing condition of employment that all employees who are presently members of the Union shall maintain such membership and pay the Union's uniform dues, fees and assessments. It shall be a continuing condition of employment that all employees who are not members of the Union and who do not become and remain members of the Union and pay its uniform dues, fees and assessments shall alternatively pay bargaining service fee (hereinafter referred to as agency shop service fee) in an amount equivalent to such uniform, dues, fees and assessments. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the Employer.

(b) The City hereby agrees to deduct from the pay of each unit employee covered by this Agreement, current union membership dues and/or the amount certified pursuant to (a) above; provided, and only provided, that at the time of any such deduction there is in the possession of the City a written assignment executed by the employee authorizing such deduction by the City.

(c) Written assignments executed by the employees authorizing deductions under (b) above shall not be revocable during the life of this Agreement, except that employees shall have the right to withdraw their deduction authorizations not more than thirty (30) days prior to the termination of this Agreement to become effective only on such date.

(d) The Union agrees to indemnify and save the employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization, or by reason of the employer's compliance with the provisions of this article.

(e) The City will deduct authorized current deductions from the pay of the unit employees from the first pay period ending in the calendar month. The initial deduction from the pay of an employee signing a new authorization shall be from the first pay period of the month following the date of his authorization.



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

#### DISPATCHING

71. Dispatching for the Fire Department is being done through the 911 System with non-bargaining unit employees. Effective August 11, 2009, at any time during the duty shift, an employee or employees may be designated to be on "watch", i.e., responsible for responding to telephone calls, dispatch communications, walk-in-traffic, etc. However, other than normal Monday-Friday business hours (i.e., 0800-1700 and excepting holidays), no employee will be required to remain confined to a designated area for such "watch" purposes.

#### DURATION

72. (a) This Agreement shall be effective of the date of execution set forth on page 1 of this Agreement and shall remain in force and effect up to and including June 30, 2023.

(b) Future Negotiations. The parties agree that, commencing not earlier than March 1, 2023, they will undertake negotiations for re-opener or a new Agreement for a succeeding period, as the case may be.

(c) Extension. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract subject to termination by either party on ninety (90) days' written notice.

73. An Educational Assistance Program is offered to employees as set forth in Supplement "B".

### FOOD ALLOWANCE

74. Unit employees shall be entitled to a food allowance which shall be paid in the following manner: (\$250.00 as of the first Thursday of July, 1990, and \$250.00 as of the first Thursday of January, 1991; food allowance payment as of the first Thursday of July, 1991 and January, 1992, which is not a regular pay day, shall be \$275.00; the food allowance payment as of the first Thursday of July, 1992 and January, 1993, which is not a regular pay day, shall be \$300.00.) \$350.00 effective beginning with payments in July 1999.

Effective August 11, 2009, \$800 per year effective retroactive to July 1, 2007; \$825 per year effective retroactive to July 1, 2008; \$850 per year effective retroactive to July 1, 2009; said annual amounts to be paid one-half the first Thursday in July which is not a regular pay day, and the remaining one-half the first Thursday in January which is not a regular pay day. Food allowance shall not be added to nor considered to be part of the annual wage or regular rates of any employee covered by this Agreement. In the event an employee's service with the City is terminated after he receives a food allowance payment and before a payment of the next food allowance, he shall reimburse the City a pro rata amount of such food allowance payment based on the ratio between the number of days worked and the number of regularly scheduled work days during such period.

The food allowance shall not be subject to federal and state withholding taxes, provided that such provision not to withhold taxes is consistent with the Internal Revenue Code, and the Firefighters establish a documented accounting system acceptable to the City's Finance Director, provided that requirement is not more stringent than required by the IRS, which establishes the accountability of each Firefighter for his share of the food expense. The Firefighters and the Union agree to hold the City harmless and to defend the City and to pay any costs, fines, interest, or any other money which the City may be liable for to the federal or state government as a result of not withholding taxes on such food allowance.

### DRUG SCREENING

75. After negotiations with the Union about the effects on Firefighters under this Agreement, the City has adopted a drug screening program which is to be part of the Fire Department's Rules and Regulations and is incorporated into this Agreement.

MAINTENANCE OF CONDITIONS

76. Effective August 11, 2009, There shall be no unilateral changes in wages, hours, or other terms and conditions of employment (i.e., mandatory subjects of bargaining under PERA), and all such existing conditions shall be maintained unless there is a mutual agreement for modification.

77. PA 152 of 2011: Unless the City has chosen to opt out of PA 152 of 2011, the City shall implement the provisions of PA 152 effective August 1, 2012. The City shall implement the hard dollar cap provisions under PA 152. The City may, at its option, offer one or more additional health plans which may be elected by individual unit members.

78. PA 54 of 2011: Immediately upon mutual ratification of a new successor agreement, or upon issuance of an Act 312 Award, any implementation which was imposed pursuant to PA 54 of 2011 following expiration of the agreement shall be immediately rescinded, including (but not limited to) placing all bargaining unit members at their appropriate wage step consistent with their seniority.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representative, signed and sealed this Agreement on this 8 day of March, 2022.

FOR THE UNION:


FOR THE CITY OF BIRMINGHAM

Birmingham Firefighters  
Association, Local 911

By:   
Jeff Scaife, President

By:   
Paul Wells, Fire Chief

By:   
Brian Freels, Co-Vice-President

By:   
Matthew Bartalino, Assistant  
Fire Chief

By:   
Trevor Baker, Co-Vice-President

By:   
Joseph Lambert, HR Manager

By:   
Jason Granroth, Secretary

By:   
Olivia Brown, HR Generalist

By:   
Jessica Rak, Treasurer

Letter Code: E  
 Group: Fire Fighters (BFFA)  
 Hours: 2912  
 Effective: July 1, 2020 1.5%

PAY GRADE POSITION	A	B	C	D	E	F
	Minimum	6 Months	12 Months	24 Months	36 Months	48 Months

01						
Fire Fighter	H	\$ 16.27	17.97	19.68	21.44	23.20 24.88
	W	\$ 910.88	1,006.57	1,102.26	1,200.71	1,299.16 1,393.01
	B	\$ 1,821.77	2,013.14	2,204.52	2,401.42	2,598.32 2,786.01
	M	\$ 3,947.16	4,361.81	4,776.46	5,203.08	5,629.69 6,036.36
	A	\$ 47,365.95	52,341.73	57,317.54	62,436.91	67,556.23 72,436.36
02						
Lieutenant	H	\$ 26.37			27.86	
	W	\$ 1,476.59			1,560.17	
	B	\$ 2,953.17			3,120.34	
	M	\$ 6,398.55			6,760.73	
	A	\$ 76,782.54			81,128.73	
03						
Paramedic Coordinator	H	\$ 24.94		26.12		
	W	\$ 1,396.55		1,462.67		
	B	\$ 2,793.11		2,925.34		
	M	\$ 6,051.73		6,338.24		
	A	\$ 72,620.80		76,058.84		
03 (Effective 8/11/09)						
Paramedic Coordinator	H	\$ 26.12		27.86		
	W	\$ 1,462.93		1,560.17		
	B	\$ 2,925.87		3,120.34		
	M	\$ 6,339.38		6,760.73		
	A	\$ 76,072.51		81,128.73		
04						
Battalion Chief	H	\$ 29.45		30.69		
	W	\$ 1,648.92		1,718.68		
	B	\$ 3,297.85		3,437.36		
	M	\$ 7,145.33		7,447.62		
	A	\$ 85,743.98		89,371.39		

Hourly=	Annual / 2912
Weekly=	Annual / 52
Bi-weekly=	Annual / 26
Monthly=	Annual / 12

Letter Code: E  
 Group: Fire Fighters (BFFA)  
 Hours: 2912  
 Effective: July 1, 2021 1.5%

PAY GRADE POSITION	A	B	C	D	E	F
	Minimum	6 Months	12 Months	24 Months	36 Months	48 Months

01							
Fire Fighter	H	\$ 16.51	18.24	19.98	21.76	23.55	25.25
	W	\$ 924.55	1,021.67	1,118.79	1,218.72	1,318.65	1,413.90
	B	\$ 1,849.09	2,043.34	2,237.59	2,437.44	2,637.29	2,827.80
	M	\$ 4,006.37	4,427.24	4,848.11	5,281.12	5,714.13	6,126.91
	A	\$ 48,076.44	53,126.86	58,177.30	63,373.46	68,569.57	73,522.91
02							
Lieutenant	H	\$ 26.76			28.28		
	W	\$ 1,498.74			1,583.57		
	B	\$ 2,997.47			3,167.14		
	M	\$ 6,494.52			6,862.14		
	A	\$ 77,934.28			82,345.66		
03							
Paramedic Coordinator	H	\$ 25.31		26.51			
	W	\$ 1,417.50		1,484.61			
	B	\$ 2,835.00		2,969.22			
	M	\$ 6,142.51		6,433.31			
	A	\$ 73,710.11		77,199.72			
03 (Effective 8/11/09)							
Paramedic Coordinator	H	\$ 26.52		28.28			
	W	\$ 1,484.88		1,583.57			
	B	\$ 2,969.75		3,167.14			
	M	\$ 6,434.47		6,862.14			
	A	\$ 77,213.60		82,345.66			
04							
Battalion Chief	H	\$ 29.89		31.15			
	W	\$ 1,673.66		1,744.46			
	B	\$ 3,347.31		3,488.92			
	M	\$ 7,252.51		7,559.33			
	A	\$ 87,030.14		90,711.96			

Hourly=	Annual / 2912
Weekly=	Annual / 52
Bi-weekly=	Annual / 26
Monthly=	Annual / 12

Letter Code: E  
 Group: Fire Fighters (BFFA)  
 Hours: 2912  
 Effective: July 1, 2022 1.5%

PAY GRADE POSITION	A	B	C	D	E	F
	Minimum	6 Months	12 Months	24 Months	36 Months	48 Months

01							
Fire Fighter	H	\$ 16.76	18.52	20.28	22.09	23.90	25.63
	W	\$ 938.42	1,037.00	1,135.58	1,237.00	1,338.43	1,435.11
	B	\$ 1,876.83	2,073.99	2,271.15	2,474.00	2,676.85	2,870.22
	M	\$ 4,066.47	4,493.65	4,920.83	5,360.34	5,799.84	6,218.81
	A	\$ 48,797.59	53,923.76	59,049.96	64,324.06	69,598.11	74,625.75
02							
Lieutenant	H	\$ 27.16			28.70		
	W	\$ 1,521.22			1,607.32		
	B	\$ 3,042.43			3,214.65		
	M	\$ 6,591.94			6,965.07		
	A	\$ 79,103.29			83,580.84		
03							
Paramedic Coordinator	H	\$ 25.69		26.91			
	W	\$ 1,438.76		1,506.88			
	B	\$ 2,877.53		3,013.76			
	M	\$ 6,234.65		6,529.81			
	A	\$ 74,815.76		78,357.72			
03 (Effective 8/11/09)							
Paramedic Coordinator	H	\$ 26.91		28.70			
	W	\$ 1,507.15		1,607.32			
	B	\$ 3,014.30		3,214.65			
	M	\$ 6,530.98		6,965.07			
	A	\$ 78,371.80		83,580.84			
04							
Battalion Chief	H	\$ 30.34		31.62			
	W	\$ 1,698.76		1,770.63			
	B	\$ 3,397.52		3,541.26			
	M	\$ 7,361.30		7,672.72			
	A	\$ 88,335.59		92,072.64			

Hourly=	Annual / 2912
Weekly=	Annual / 52
Bi-weekly=	Annual / 26
Monthly=	Annual / 12

SUPPLEMENT A (cont.)

I

~~Salaries for ranks above Firefighters shall be as follows:~~

~~Effective July 1, 2002:~~

~~Lieutenant approximately 11% above  
the Firefighter rate~~

~~Battalion Chief approximately 8% above  
the Lieutenant rate~~

~~Effective July 1, 2003:~~

~~Lieutenant approximately 12% above  
the Firefighter rate~~

~~Battalion Chief approximately 8% above  
the Lieutenant rate~~

~~Effective with Lieutenant Promotions on or after January 1, 2014:~~

- ~~• Lieutenants with less than 2 years will earn 6% above the top Firefighter rate.~~
- ~~• Lieutenants with 2 years or more will earn 12% above the top Firefighter rate.~~
- ~~• Previous section has been struck through due to LT and BC wages now naturally~~
- Department paramedics assigned to perform EMS Assignments and promote to Lieutenant Paramedic on or after 1/1/14 shall not be compensated less if promoted.

## II. Longevity Bonus

In addition to salary, employees shall receive seniority bonuses, less applicable tax and retirement deductions, as follows:

Less than 5 years	0
5 through 9 years	2%
10 through 14 years	4%
15 through 19 years	6%
20 through 24 years	8%
25 years and over	10%

(a) Longevity bonuses shall be payable during the first full calendar week of December to those eligible.

(b) Payment and participation shall be determined by the employee's seniority anniversary celebrated prior to December 1 of that year.

(c) Except as provided in paragraph (e) below, longevity payments shall not be prorated in case of termination of employment for any reason. 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.

(d) 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.

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

(f) Employees hired after April 1, 2012 shall not be eligible for a longevity bonus.



### III. Vacations.

#### Unit Employees:

- (a) Employees with more than one (1) year, but less than three (3) years of service on or before January 1st of any vacation year, shall receive six (6) duty days vacation.
- (b) Employees who have three (3) years, but less than five (5) years of service on or before January 1st of any vacation year, shall receive seven (7) duty days.
- (c) Employees having five (5) years, but less than ten (10) years of service on or before January 1st of any vacation year, shall receive eight (8) duty days.
- (d) Employees who have ten (10) years, but less than fifteen (15) years of service on or before January 1st of any vacation year, shall receive ten (10) duty days.
- (e) Employees who have fifteen (15) years, but less than twenty (20) years of service on or before January 1st of any vacation year, shall receive eleven (11) duty days.
- (f) Employees who have twenty (20) years, but less than twenty-five (25) years of service on or before January 1st of any vacation year, shall receive twelve (12) duty days.
- (g) Effective January 1, 1988, employees who have twenty-five (25) years or more service on or before January 1st of any vacation year after July 1, 1988, shall receive thirteen (13) duty days.

## SUPPLEMENT B

### Educational Assistance Program

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

The scope of the program does not include special seminars 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.

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

1. Application for Educational Assistance may be made by any full-time permanent employee who has completed the designated probationary program.
2. Applications will not be considered if the employee is eligible for or receiving funds for the same course from any other source (G.I. Bill, scholarships, vocational rehabilitation, etc.).
3. Applications will be approved only for course work directly related to the employee's present job or directly related to a promotional position.
4. Reimbursement shall be made only for course work completed at accredited high schools, trade schools, colleges, and universities.
5. Effective January 1, 1994, reimbursement shall be limited to one thousand dollars (\$1,000.00) per participant per fiscal year for credit course. Effective July 1, 2018, reimbursement shall be limited to two thousand dollars (\$2,000.00) per participant per fiscal year for credit courses, including completion of Fire Science certificate and Associate Degree of Fire Science. Effective January 1, 1994, all members of the bargaining unit shall be eligible for reimbursement of business/public administration courses as set forth above.
6. Reimbursement for tuition and required textbooks shall be according to the following schedules:

100%	reimbursement for courses completed with grades "A" or "B", or numerical equivalents.
75%	reimbursement for courses completed with grade "C", or numerical equivalent.
0%	reimbursement for courses completed with a grade less than "C".

7. Employees must submit official school transcript showing final grade received. The employee shall be considered as having completed a class when he concluded the term for which the school quotes the tuition fee.
8. As funds for Educational Assistance are limited, priority shall be governed by the time and date that completed applications are received in the Personnel Department. Approval and reimbursement for Educational Assistance is contingent upon the availability of funds, the employee's successful completion of the course, and adherence to the policies and procedures.
9. Expenses such as lab fees, parking, mileage, etc. shall not be a part of the Educational Assistance Program.
10. The applicant shall attend classes on his own time and without compensation from the City. The employee should not carry over six (6) to eight (8) credit hours per term or semester.

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

Educational Assistance Related to Fire Science Certificate or Associate Degree in Fire Science.

1. Effective July 1, 1992, to be promoted to the position of Fire Lieutenant an employee must have completed all of the course work and obtained a Fire Science Certificate or be able to obtain and obtain such Certificate within twelve (12) months of promotion, and to be promoted to the position of Fire Battalion Chief an employee must have completed all of the course work and obtained an Associate Degree in Fire Science or be able to obtain and obtain such Degree within 24 months of promotion.

SUPPLEMENT C

Group Insurance Benefits

I. Subject to the provisions contained in Section 59, and the applicable insurance and agency contracts, the City shall continue to pay the premiums for providing the following insurance coverage's for employees covered by this Agreement, and their dependents:

Comprehensive Health Care Plan	Schedule C
Optical Plan	Supplement D
Dental Plan	Supplement E
Prescription Drug Program	Schedule C

Ten (10%) of increases in the per capita cost of health care plan after July 1, 2009 shall be paid by the employee in the form of contributions to the cost of the plan. Such contributions will be deducted from an employee's bi-weekly pay.

Effective July 1, 2014, the contribution shall be frozen at the existing level, (\$38.73 per bi-weekly pay) effective January 1, 2015, the contribution shall be reduced by 50% to \$19.37 per bi-weekly pay and frozen at that level, effective July 1, 2016, the contribution shall be reduced by 50% to \$9.69 and frozen at that level.

So long as PA 152 of 2011 is in effect, employees shall no longer be responsible for ten percent (10%) of increases in the per capita cost of health care as set forth herein.

Should the City give notice of their intent to change P.A. 152 compliance options from the status quo as of the date of this agreement, either party may request to reopen negotiations over dealing with co-pays, deductibles, and co-insurances prior to implementation of a change. Employee contributions under P.A. 152 are not subject to negotiations. In the event the parties do not reach an agreement, the matters subject to this section shall be resolved through arbitration pursuant to Act 312 of 1969, as amended.

Calendar Year Deductible

Effective as soon as practicable after ratification of this Agreement by both parties, there shall be an increase in the deductible from \$500/\$1,000 to \$600/\$1,200. This deductible shall not apply to prescription drug benefits or charges for services defined as wellness benefits as shown in Schedule C. It is understood that wellness benefits exempt from the deductible include routine diagnostic tests and procedures attendant to the listed physical examinations.

Co-Insurance - After payment of the deductible, the following co-insurance shall be applicable:

Effective January 1, 2015

Co-Insurance - After payment of the deductible, the following co-insurance and out-of-pocket maximum shall be applicable:

Network	Non-Network
80% Plan/20% Employee for the next \$2,500 per person/\$5,000 family in covered benefits	60% Plan/40% Employee for the next \$2,500 per person/\$5,000 family in covered benefits

Out of Pocket Maximums on Deductible and Co-Insurance -

Network - Maximums	Non-Network - Maximums
\$1,100per person \$2,200per family	\$1,500 per person \$3,000 per family

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

- Effective July 1, 1995, the City and the Union agree that the current definition of dependent shall apply without regard to any previous practice. The current definition of dependents is: "Wife or husband and unmarried children until the end of the year in which they reach 19 -- or they remain covered to any age if they are "totally and permanently" disabled by either a physical or mental condition prior to age 19. Children may be by birth, legal adoption or legal guardianship (while they are in your custody and dependent on you), and your spouse's children while they are resident as members of your household. Effective July 1, 2017, the City and the Union agree that the current definition of "dependent" shall be in accordance with applicable law.

In addition, the employee will annually be offered the option to elect cash payment equivalent to 33-1/3% of the City's premium cost for providing health insurance (excluding dental and optical) under Option I provided: a \$1,500 annual payment in lieu of health insurance; Effective July 1, 2009, in lieu of the foregoing, the employee will annually be offered a cash payment equivalent to \$1,500 per year for waiving 2 person coverage and \$3,000 per year for waiving family coverage (excluding dental and optical) provided: (1) the employee furnished the City with proof of other health care coverage; (2) the employee's election is irrevocable for one 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; (3) any other conditions required by law for eligible opt-out arrangements.

A new Firefighter shall make his election effective as of the completion of six months of continuous service. Thereafter, such Firefighter shall make his election as provided above.

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.

An employee may, at his own expense, elect Family continuation and/or Sponsored Dependent coverage. Affective July 1, 2004, the cost of the Family Continuation coverage shall be \$50.00 per month per person.

HEALTH CARE REIMBURSEMENT ACCOUNT (HRA)

Effective July 1, 2004, the City shall establish, fund and maintain a Health Care Reimbursement Account (HRA) in the amount of \$750 per calendar year for each employee (\$375 for calendar 2004). The employee will have the ability to reimburse themselves eligible out of pocket health care expenses.

1. Eligible expenses for reimbursement will be health care plan deductibles and co-insurance payments paid by the employee/retiree, and monthly retirement health care contributions.
2. Funds which are not expended for reimbursement in any calendar year shall be carried forward to the next calendar year. There will be no maximum accumulation.
3. Upon retirement with eligibility for retiree health care as provided for in Section 60, the HRA account balance shall be carried forward into retirement as a retiree health care supplement for reimbursement of health care plan deductibles, co-insurance, and monthly retirement health care contributions.
4. New employees hired after the effective date of this Agreement shall become eligible to participate upon qualifying for health care coverage under the City's health care plan, and an HRA account shall be established with funding beginning at that time.
5. The HRA will reimburse eligible expenses first before any reimbursement from a flexible spending account voluntarily established by an employee.
6. Employees hired after April 27, 2012 shall not be eligible for the Health Care Reimbursement Account (HRA).

II. Disability Benefits.

(a) Maximum weekly sickness and accident benefits for non-duty connected disability will be sixty (60%) percent of average weekly earnings, not to exceed \$475.00 per week, beginning on the 31st calendar day of disability and continuing for a maximum period of one year from date of disability; effective December 15, 1985, the dollar cap of \$475.00 per week shall be deleted.

(b) Maximum weekly sickness and accident benefits for service-connected disability shall not exceed an aggregate figure of seventy (70%) percent of average weekly earnings, beginning on the 31st calendar day of disability and continuing for a maximum period of one year from date of disability.

(c) Monthly long-term disability benefit for non-duty connected disability provides for an aggregate income of seventy (70%) percent of monthly base pay up to a maximum of \$3,500.00 per month (maximum of \$4,000 per month, effective January 1, 2019) effective beginning one (1) year from date of disability.

(d) Monthly long term disability benefit for duty connected disability provides for an aggregate income of seventy (70%) percent of average weekly earnings.

(e) Benefits shall cease at age 65 for disabilities which occurred at age 60 or less; for disabilities which occur after age 60, benefits shall cease at five years after commencement of the disability, or age 70 whichever occurs first.

(f) The percentage benefit formula provided in this Section II shall be applied to base wages.

(g) Supplemental retirement benefits as set forth in the "Group Insurance Certificate Long Term Disability Benefits."



III. Life Insurance.

Life insurance coverage shall be provided in the amount of \$30,000.00 for each employee (\$35,000.00 effective July 1, 1991; \$40,000.00 effective July 1, 1992).

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

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

**Exhibit C**  
 Birmingham Fire Fighters Association  
 Health Care Benefits  
Active Employees and Retirees under Age 65

Effective January 1, 2021

	<u>NETWORK</u>	<u>OUT-OF-NETWORK</u>
Calendar Year Deductible		
Individual	\$600 (Combined In & Out of Network)	
Family	\$1,200 (Combined In & Out of Network)	
Out-Of-Pocket Maximum*		
Individual	\$1,100 (including deductible)	\$1,500 (including deductible)
Family	\$2,200 (including deductible)	\$3,000 (including deductible)
	<u>After Deductible, Plan Pays:</u>	<u>After Deductible, Plan Pays:</u>
Hospital, Inpatient		
Semi-private Room & Board	80%*	60% of Usual & Customary*
Hospital Miscellaneous	80%*	60% of Usual & Customary*
Hospital Lab & X-Ray	80%*	60% of Usual & Customary*
Physical Therapy	80%*	60% of Usual & Customary*
Inpatient Hospital confinements are subject to a penalty of 20%, up to a maximum of \$750.00 per individual per Calendar year or \$1,500 per family per Calendar year if Smart Health is not contacted prior to admission to a <u>non-network</u> Hospital (or within 48 hours of emergency admission). 1-800-856-3775		
Hospital, Outpatient		
Emergency Room, Injury**	In-Full	100% of Usual & Customary*
Emergency Room, Life-Threatening Illness**	In-Full	100% of Usual & Customary*
Emergency Room, Illness**	\$125 Copay/Then 100%	60% of Usual & Customary*
Urgent Care	\$50 Copay/Then 100%	60% of Usual & Customary*
Ambulance (Medically Necessary)	In-Full	80% of Usual & Customary*
Physician Services		
Surgery	80%*	60% of Usual & Customary*
Assistant Surgeon	80%*	60% of Usual & Customary*
Office Visit, Diagnostic	80%* after \$20 Copay	60% of Usual & Customary*
Office Visit, Allergy Testing And Treatment	80%* after \$20 Copay	60% of Usual & Customary*
Allergy Injections	80%* (No Copay)	60% of Usual & Customary*
Chiropractic Services	80%* after \$15 Copay (20 visit Max per calendar year)	60% of Usual & Customary* (20 visit Max per calendar year)
Office Visit	80%* after \$15 Copay	60% of Usual & Customary*
Laboratory & X-rays, Diagnostic	80%*	60% of Usual & Customary*
Durable Medical Equipment And Medical Supplies	80%*	60% of Usual & Customary*

\*Note: Once out-of-pocket maximum has been reached, plan will pay 100% of all charges.

\*\*Note: Deductible does not apply to In or Out of network Emergency Room or Ambulance charges.

**Exhibit C**  
 Birmingham Fire Fighters Association  
 Health Care Benefits  
Active Employees and Retirees under Age 65

Effective January 1, 2021

**Deductible does not apply to the Following Charges**

	<b><u>NETWORK</u></b>	<b><u>OUT-OF-NETWORK</u></b>
Wellness Benefits		
Physical Examinations:		
Adult (over 19)	In-Full	Not Covered
Adult Gynecological	In-Full	Not Covered
Pediatric (0 -19 of age)	In-Full	Not Covered
Well Child Care	In-Full	Not Covered
Immunizations	In-Full	Not Covered
Mammography (one Per Calendar Year)	In-Full	Not Covered
Colonoscopy	In-Full	Not Covered
Home Health Care (270 day maximum per Calendar Year)	In-Full	100% of Usual & Customary
Hospice (270 day maximum per lifetime)	In-Full	100% of Usual & Customary
Skilled Nursing Facility (270 day maximum per Calendar Year)	In-Full	100% of Usual & Customary

**Exhibit C**  
 Birmingham Fire Fighters Association  
 Health Care Benefits  
Active Employees and Retirees under Age 65  
 SCHEDULE OF MENTAL HEALTH AND SUBSTANCE ABUSE BENEFITS

Effective January 1, 2021

	<u><b>NETWORK</b></u>	<u><b>NON-NETWORK</b></u>
Calendar Year Deductible Mental Health/Substance Abuse		
Individual	\$600 (Combined In & Out of Network)	
Family	\$1,200 (Combined In & Out of Network)	
Out-Of-Pocket Maximum*		
Individual	\$1,100 (including deductible)	\$1,500(including deductible)
Family	\$2,200 (including deductible)	\$3,000 (including deductible)
Inpatient:		
<u>After deductible plan pays:</u>		
Mental Illness	80%*	60% of Usual & Customary*
Substance Abuse	80%*	60% of Usual & Customary*
Outpatient (Mental Illness and Substance Abuse combined)		
In-Full after:		
Sessions 1-2	No Copay	60% of Usual & Customary
Sessions 3 or more	\$15 copay/session	60% of Usual & Customary
*Once out of pocket maximum has been reached, plan will pay 100% of all charges.		

PRESCRIPTION DRUG BENEFITS

**Deductible does not apply to the Prescription Drug Charges**

Effective January 1, 2021

PRESCRIPTION DRUG BENEFITS

Generic Drugs	\$25.00 Co-pay, then 100%
Brand Drugs	\$50.00 Co-pay, then 100%
Specialty Drugs	\$50.00 Co-pay

Maintenance Drug – Mail Order Program (90 day supply)

Generic Drugs	\$25.00 Co-pay, then 100%
Brand Drugs	\$50.00 Co-pay, then 100%
Specialty Drugs	\$50.00 Co-pay

**Note:** If a brand name drug is to be given, when a Generic is available, employee will be responsible for 50% of the cost difference plus the \$25.00 Generic Co-pay.

Prescription Drug Independent Review:

In the event that the employee's/retiree's physician determines, and an independent physician selected by the Union and the City concurs, that there is a medical necessity for the employee or employee's dependent to have a name brand drug when a generic is available-due to inactive ingredients- the employee will be reimbursed such that the co-pay will be \$40.00 (Effective 1/1/18 the co-pay will be \$45.00). The city shall pay the costs of the independent review.

## Exhibit C

### Birmingham Fire Fighters Association Retired Employees Age 65 and Over Medicare Complementary Coverage

Effective January 1, 2021

Calendar Year Deductible	
Individual	\$600 (Combined In & Out of Network)
Family	\$1,200 (Combined In & Out of Network)
Out-of-Pocket-Maximum	
Individual	\$1,100 (Including Deductible)
Family	\$2,200 (Including Deductible)

NOTE: Once out-of-pocket maximum has been reached, plan will pay 100% of all charges.

Hospital, Inpatient	Medicare Part A deductible, daily Medicare co-insurance from 61 <sup>st</sup> to 90 <sup>th</sup> day, 275 additional days to total 365. Worldwide coverage in accredited hospitals for 30 days. Medicare co-insurance for 60 lifetime reserve days.
Skilled Nursing Home Care:	Medicare co-insurance for 21 <sup>st</sup> through 100 <sup>th</sup> day.
Physician Services	Medicare Part B (Office Visit) deductible, 20% co-insurance for most services covered by Part B.
Outpatient Psychiatric Care	37.5% co-insurance up to a maximum of \$600 annually when combined with Medicare coverage.
Extended & Additional Benefits	Modified with limit of \$100,000 per year on Extended and \$2,500 per year and \$5,000 lifetime on Additional. No coverage on co-pays for basic services.

#### **Prescription Drug Benefits**

Generic Drugs	\$25.00 Co-pay, then 100%
Brand Drugs	\$50.00 Co-pay, then 100%
Specialty Drugs	\$50.00 Co-pay, then 100%

#### **Maintenance Drug – Mail Order Program (90 day supply)**

Generic Drugs	\$25.00 Co-pay, then 100%
Brand Drugs	\$50.00 Co-pay, then 100%
Specialty Drugs	\$50.00 Co-pay, then 100%

Note: If a brand name drug is to be given when a Generic is available, Retiree will be responsible for 50% of the cost difference plus the \$25.00 Generic Co-Pay.

#### Prescription Drug Independent Review:

In the event that the employee's/retiree's physician determines, and an independent physician selected by the Union and the City concurs, that there is a medical necessity for the employee or employee's dependent to have a name brand drug when a generic is available-due to inactive ingredients- the employee will be reimbursed such that the co-pay will be \$50.00. The city shall pay the costs of the independent review.

SUPPLEMENT D

Effective July 1, 2004, Supplement D shall be revised as follows: The Optical Plan provided in Section 59(d) the Health Application Network Plan.

<b>Coverage</b>	<b>HAN Panel Provider</b>	<b>Non Panel Provider</b>
Examination	100%	\$20.00
Lenses (Pair)		
- Single Vision	\$ 65.00	\$45.00
- Bifocal	\$ 90.00	\$49.00
- Trifocal	\$100.00	\$55.00
Lenticular	\$115.00	\$65.00
Frames	\$ 90.00	\$45.00
Contact Lenses	\$130.00	\$90.00

It is agreed that effective January 1, 2005, Lasik surgery and other similar elective eye surgical procedures shall no longer be a covered benefit for dependents under the health care plan.

SUPPLEMENT E

COMPREHENSIVE DENTAL EXPENSES INSURANCE

SUMMARY OF EXPENSE BENEFITS

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

PLAN I

Benefit.....	80% of Covered Dental Expenses for Type I services;
	80% of Covered Dental Expenses for Type II services;
	60% of covered Dental Expenses for Type III.
Maximum Benefits.....	\$1,000.00 for all expenses in any one calendar year except orthodontic expenses. Effective as soon as practicable after ratification of this Agreement by both parties, dental benefit cap is increased from \$1,200 to \$1,500. 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 \$1,800.00 for all such expenses incurred during the lifetime of those insured. Effective as soon as practicable after ratification of this Agreement by both parties, orthodontic benefit cap is increased from \$2,000 to \$2,500.

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 1 Services

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

### Type II Services

1. Dental x-rays, including full mouth x-rays (but not more than once in any period of thirty-six (36) consecutive months), supplementary bitewing x-rays (but not more than once 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 of periodontal and other diseases of the gums and tissues of the mouth.

Covered Dental Expenses (Continued)

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

Type III Service

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

## Covered Dental Expenses (Continued)

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

Normally, dentures will be 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. Prosthodontics:

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

## Limitations (Continued)

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

## EXCLUSIONS

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

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

Exclusions (Continued)

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

## SUPPLEMENT F

### LONG-TERM DISABILITY INSURANCE

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

#### Benefit

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

#### Disability Defined (Own/Any Occupation)

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

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

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

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

#### Recurrent Disability

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

### Waiver of Premium

Premiums which fall due during continuing disability will be waived commencing with the first premium which falls due after benefits have been payable for one month. Until then, premiums in respect of the disabled employee 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 damage by disease or accidental bodily injury.

### Pre-Existing Conditions Exclusion

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

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

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



### Partial Disability Benefit (Standard)

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

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

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

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

## Non-Duplication of Benefits (Family Offset)

### Full Offset (including Dependent Benefits)

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

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

but, excluding cost-of-living increases in these benefits after LTD is first payable;
- d) any benefits payable under any plan sponsored by an organization of which the employee is a member.

### Survivor Benefit (Lump Sum)

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

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

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

An eligible survivor is:

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

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

SUPPLEMENT "G"

LIFE INSURANCE

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

1) Benefit

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

2) Total Disability Death Benefit

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

3) Conversion Benefit

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

4) Effective Date of Coverage

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

## Life Insurance (Continued)

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

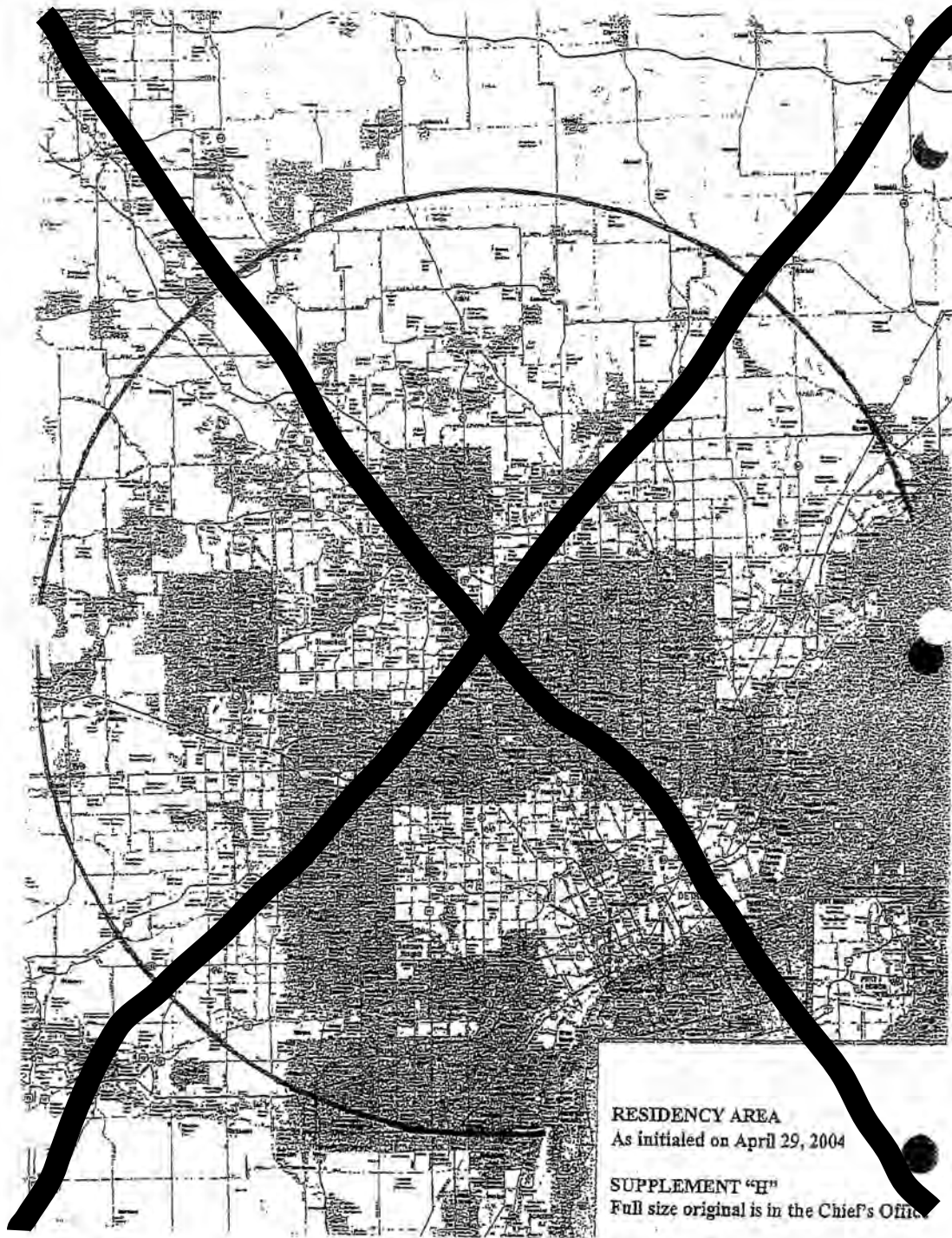
### 5) Multiple Coverage Limitation

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 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.

SUPPLEMENT H

MAP



Residency must be within one of the following counties within 18 months of employment: St Clair, Lapeer, Genesee, Livingston, Washtenaw, Wayne, Oakland, Monroe, and Macomb.

## DRUG FREE WORK PLACE

### I. PURPOSE

The City of Birmingham and the Birmingham Firefighters Association have established a drug program covering members of the Fire Department. The main focus of this program is to have employees with drug addiction volunteer for treatment and rehabilitation, and provide all employees with notice of the provisions of the Department drug testing program.

### II. POLICY

It is the policy of this Department that the critical mission of providing fire protection and emergency medical services justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

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

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

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

### III. DEFINITIONS

A. Firefighter -- Those employees of the Department who are members of the Birmingham Firefighters Association.

B. Supervisor -- Those Firefighters assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.

C. Drug Test -- The compulsory or voluntary production and submission of urine by a Firefighter in accordance with department procedures for chemical analysis to detect prohibited drug usage.

D. Reasonable Suspicion -- That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific objective facts, and any rationally derived inferences from those facts, about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.

E. Probable Cause -- That amount of facts and circumstances within the knowledge of a supervisor, or the administration, which are sufficient to warrant a prudent person to believe it is more probable than not that a firefighter had committed, or was committing, an offense contrary to this drug policy.

F. MRP -- Medical Review Physician -- The medical review physician is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRP will be a licensed physician with knowledge of substance abuse disorders. The MRP shall have appropriate medical training to interpret and evaluate an individual's test results with his or her medical history and any other relevant biomedical information.

#### PROCEDURES/RULES

##### A. Prohibited Activity.

The following rules shall apply to all probationary and seniority Firefighters while on and off duty:

1. No Firefighter shall illegally possess any controlled substance.
2. No Firefighter shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
3. Any Firefighter who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the Firefighter's health and safety.
4. Discipline of Firefighters for any violation of this drug testing policy shall be in accordance with the due process rights provided in the Department's rules and



regulations, policies and procedures and the collective bargaining agreement. When there is a refusal to participate, probable cause, or the Medical Review Physician determines that a Firefighter's drug test was positive, the Firefighter may be immediately relieved of duty pending a Department investigation at the discretion of the Fire Chief or his designee.

B. Firefighter Drug Testing

1. Firefighters will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

2. The City and Union have agreed to a policy under which each Firefighter will undergo a drug screen on a scheduled basis once every eighteen (18) months, or whenever the City has probable cause or reasonable suspicion.

3. The names of all employees shall be placed in a sealed container and shall be drawn out by the Fire Chief or his designee with a representative of the Union present as an observer. If a name is drawn of an employee not on duty on the date of the drawing or not on duty within 24 hours of such drawing, the employee's name shall be returned to the sealed container. The employee whose name is drawn and not returned to the container shall be notified within his shift that he shall be tested within 14 days of the notice. If an employee chooses to be tested while on duty, he shall be compensated while taking the test. An employee may choose to be tested at any time up to and including the fourteenth day after he is notified.

Once an employee's name is drawn, and he is notified of the test, his name shall not be placed into the sealed container until all other names have been drawn during the 18 month period. The Union representative and Chief or his designee, shall not reveal the names of those employees drawn until after the employee has been appropriately contacted by the Department.

4. The Fire Chief may order a Firefighter to take a drug test upon documented probable cause that the Firefighter is or has been using drugs. A summary of the facts supporting the order shall be made available to the Firefighter prior to the actual test. If such Firefighter's test is negative, the summary of facts supporting the order shall not be placed in his file.

5. Upon reasonable suspicion, the Department may request, through the Union, that the Firefighter submit to a voluntary drug test. Submission to voluntary drug test hereunder shall be subject to the frequency limitation found in Article IV, subsection B, subsection 2 herein. Any Firefighter voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy. Any Firefighter who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy for a period of three (3) years.

D. Penalty.

Violation of any provision of this drug testing policy shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Birmingham Fire Department's rules and regulations, and may include discharge from the Department. Any discipline issued remains subject to review in accordance with the collective bargaining agreement.

E. For Employees Volunteering for  
A Rehabilitation Program

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

2. The drug education program and in-patient treatment referred to in this Section shall be paid for by the employee, subject to the City provided insurance program.

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

F. Drug Testing Procedures.

1. The testing procedures and safeguards provided in this policy are to ensure the integrity of department drug testing and, with respect to the collection of sample, chain of custody, storage of the sample, the type of initial and confirmatory tests used, and the amount of drug or drug metabolite to be regarded as a positive shall be consistent with federal regulation (Federal Regulation V. 53, No. 69, dated Monday, April 11, 1988, or as later amended), and shall be adhered to by any laboratory personnel administering drug testing.

2. Laboratory personnel authorized to administer drug tests shall require positive identification from each Firefighter to be tested before they enter the testing area.

3. In order to prevent a false positive test result, a pre-test interview shall be conducted by a medical assistant at the testing agency with each Firefighter to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs; however, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that they divulge the necessary medical information to the Medical Review Physician that may have lead to a false positive test.

4. The bathroom facility of the testing area shall be private and secure.

a. Authorized testing personnel shall search the facility before a Firefighter enters it to produce a urine sample, and document that it is free of any foreign substance.

5. Where a firefighter appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstance on the drug-report form. The firefighter shall be permitted to no more than eight (8) hours to the testing area, under observation, however, the Firefighter may allow a blood sample to be drawn. Reasonable amount of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRP.

6. The urine/blood sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or the Union, prior to disciplinary action, should the original sample result in a legal dispute. The Firefighter must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Physician. All groups of negative samples may be destroyed after seven (7) days.

7. All specimen samples shall be sealed, labeled, initialed by the laboratory technician; and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.

8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time.

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

G. Drug Testing Methodology.

1. The testing or processing phase shall consist of a two-step procedure:
  - a. initial screening test;
  - b. confirmation test.
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive and will not be released; but rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the MRP.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine in samples or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Initial Test Level

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

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

++Added by the City and Union

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

Confirmatory Test Level

Marijuana metabolite	15*
Cocaine metabolite	150**
Opiates:	
Morphine	300+
Codeine	300+
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500
Barbiturates	200++

- \* Delta-9-tetrahydrocannabinol-9-carboxylic acid
- \*\* Benzoyllecgonine
- + 25ng/ml if immunoassay-specific for free morphine
- ++ Added by the City and Union

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

H. Chain of Evidence - Storage.

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

I. Drug Test Results.

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

J. Procedures For Implementation of the Last Chance Agreement

1. A Firefighter whose drug tests has been confirmed positive by the Medical Review Physician during scheduled, reasonable suspicion, or probable cause testing shall, if found guilty during department disciplinary proceedings, be offered a last chance agreement, except for a Firefighter who had previously declined reasonable suspicion testing as provided in Section IV, B, 5.

2. Standard letter of conditions for continued employment (last chance agreement) must be signed by Department and employee.

3. The Firefighter must attend the employee assistance program and/or an authorized rehabilitation source.

An employee who successfully completes the terms of the last chance agreement will not be disciplined for the violation which led to the last chance agreement.

Once authorized to return to active duty, and employee shall return without loss of seniority or reduction in rank or pay, unless otherwise specifically provided by the labor agreement.

4. The Firefighter must sign an authorization for release of those records necessary for the City to determine that the employee is complying with the rehabilitation program and can be certified for reinstatement.

5. Firefighter must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.

6. The Firefighter must pass a medical examination administered by a medical facility designated by the Chief prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.

7. The Firefighter may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.

8. Once authorized to return to duty, the Firefighter must submit to periodic urinalysis on a timetable as may be determined by the Chief.

9. The firefighter shall be subject to the terms of this program for three (3) years after their return to work.

10. The Firefighter must agree in writing that the Firefighter will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term unless the Firefighter demonstrates to the City's satisfaction compelling reasons why he should not be terminated.

11. The Firefighter must be advised that the Firefighter is not obligated to sign the agreement and be advised he has the right to seek the legal counsel of his choice and/or labor representative.

V. UNION HELD HARMLESS.

This drug testing program is solely initiated at the behest of the City. The city shall be solely liable for any legal obligations, costs, and attorneys' fees arising out of the provisions and/or application of this agreement relating to drug testing. The Union and its members shall be held harmless for the violation of any laws, regulations, or worker rights arising from the creation, implementation, or administration of the drug testing program and the City agrees to indemnify the Union and its members from and against all claims or suits by members of the Union arising out of the creation, implementation, or administration of this drug testing program. Said indemnification shall take the form of defense and payment of any judgement, settlements, costs, or attorneys' fees.



LAST CHANCE AGREEMENT

RE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Now, therefore, it is agreed that:

1. The Firefighter must sign an authorization for release of those records necessary for the City to determine that the employee is complying with the rehabilitation program and can be certified for reinstatement.
2. The Firefighter must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
3. The Firefighter must pass a medical examination administered by a medical facility designated by the Chief prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
4. The Firefighter may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Once authorize to return to duty, the Firefighter must submit to a periodic urinalysis on a timetable as may be determined by the Chief.
6. Upon clearance by the medical facility designated by the City, \_\_\_\_\_ shall be returned to the Fire Department as a \_\_\_\_\_.

7. Upon reinstatement, the Firefighter shall be subject to the procedures as outlined in IV, J, of the Birmingham Fire Department Drug Free Work Place Regulation.

8. \_\_\_\_\_ shall submit to controlled substance testing as the discretion of the Chief. If any such test shows a positive result for the presence of a controlled substance, \_\_\_\_\_ will be discharged from employment with the City of Birmingham, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.

9. \_\_\_\_\_ will be credited with seniority, for promotional purposes, for time separated from the Fire Department between \_\_\_\_\_ and the date of return to duty. No other wage is due or owing, and \_\_\_\_\_ waives any claim thereto.

10. The Union shall withdraw with prejudice the Grievance # \_\_\_\_\_ and shall release and discharge employer from any and all claims relating thereto. The employer shall release and discharge the union and \_\_\_\_\_ from any and all claims relating thereto. \_\_\_\_\_ shall release and discharge the union and the employer from any and all claims relating to grievance # \_\_\_\_\_, including but not limited to the processing and arbitration of this grievance. Further, \_\_\_\_\_ releases the City and Union from all liability and claims he may have had or now has with respect to his employment with the City of Birmingham whether such claims or liability arise under Federal or State statute, Constitutional provisions, principles or common law, or under the collective bargaining agreement between the City of Birmingham and the Birmingham Firefighters Association.

11. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement

is freely and voluntarily entered into by all parties without any duress or coercion.

12. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no precedential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.

13. In the event the Firefighter grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Fire Department.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Firefighter

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Fire Chief

SUPPLEMENT J

ATTENDANCE POLICY

Effective August 11, 2009, the parties recognize that regular attendance by employees is critical to the delivery of services to citizens, to effective and efficient City operations, and to the employment security of all employees. To that end, the parties hereby agree to the following attendance policy.

Definition of an unscheduled absence occurrence: A period of 1 or more consecutive scheduled workdays when an employee is absent from work without prior written scheduling and approval by the employee's supervisor.

Upon the 3<sup>rd</sup> unscheduled absence occurrence in any 180 day period, an employee will receive a written notice that documents the absences, advises that such attendance record is unacceptable, and urges the employee to improve his/her attendance.

Following a written notice as described above, subsequent unscheduled absence occurrences will result in progressive discipline.

1 <sup>st</sup> unscheduled absence occurrence within 60 days following notice:	No payment of accrued leave for the occurrence and written reprimand.
2 <sup>nd</sup> unscheduled absence occurrence within 120 days following notice:	No payment of accrued leave for the occurrence +2 days suspension without pay, and a final warning.
3 <sup>rd</sup> unscheduled absence occurrence within 180 days following notice:	No payment of accrued leave for the occurrence and discipline up to and including discharge.

Effective Date: August 11, 2009

LETTER AGREEMENT

WHEREAS, the City of Birmingham and the Birmingham Firefighters Association, Local 911 entered into an agreement effective June 30, 1988; and

WHEREAS, during the course of negotiations which led to such agreement, the parties agreed on the following matters which they agreed should be incorporated into a letter agreement rather than into the parties' collective bargaining agreement;

NOW THEREFORE, in consideration for all the promises and considerations set forth in the parties' labor agreement effective June 30, 1978 and the labor agreement covering the period July 1, 1987 to June 30, 1990, the parties further agree as follows:

(1) The Fire Department for the City of Birmingham will discontinue its current practice of calling employees on off duty days to test whether they would have been available to report to work. This in no way limits the City's right to contact employees when they are actually needed to perform work.

(2) With respect to the period of July 1, 1984 - December 31, 1986, the Union agrees that in the event of litigation based on the overtime provisions and payment of overtime based on Act 604 of the Public Acts of 1978, the Union will co-defend, indemnify, and hold harmless the City, its agents, or employees for any monetary liability and/or costs and/or attorney fees arising out of such litigation.

(3) During negotiations for a new labor agreement, if a member or members of the Union bargaining team are on duty at the time negotiations take place, the City agrees to release one such member from duty to attend each negotiating session provided that such member must be prepared to respond to any calls which may occur during such negotiations.

BIRMINGHAM FIREFIGHTERS

CITY OF BIRMINGHAM

By: Paul Wells 7-12-12  
President

By: [Signature] 7/12/12  
Secretary

By: Joe Valente 8-7-12

[Signature] 8-7-12

Dated: 8-7-12

LETTER OF AGREEMENT

LIGHT DUTY PROVISION FOR FIRE EMPLOYEES

The City agrees that it will allow Fire employees who are temporarily physically disabled from performing all of their regular assignments for a prolonged period of time to perform light duty assignments subject to the conditions outlined in the following sections.

It is agreed that only one employee may serve on Light Duty at a given time and in the event multiple employees qualify for Light Duty it shall be assigned to the employee with the most seniority unless the senior employee and administration agree that it is more beneficial to relinquish that assignment to a lower seniority employee.

Assignment to Light Duty shall not result in the reduction of salary and benefits below that which the employee would be entitled to if he remained on sick leave with the exception of those benefit reductions specified in Section V of this Agreement.

The Light Duty provision is intended to cover the occasional serious situation resulting from a temporary physically debilitating condition which prohibits the employee from performing all of the functions of his position.

I. TIME FRAME

1. To qualify for Light Duty the employee must be off work, or be projected to be off work, at least 30 calendar days. An employee may be assigned to Light Duty who has been off less than 30 calendar days providing documentation is received to indicate that, in all likelihood, the disability will cause him to be off at least 30 calendar days prior to being released to return to full duty. This provision pertains to one illness or injury occurring in a 24 month period.

In anticipation of potential Light Duty assignment, an employee must have his physician indicate any restrictions that may be placed regarding Light Duty on the physicians treatment form along with a statement indicating the anticipated length of time the disability is expected to last.

2. An employee may be assigned to Light Duty for a period not to exceed 90 calendar days. Although, in extenuating circumstances, the employee may be granted one extension of up to an additional 90 calendar days by the Fire Chief.

I. QUALIFICATIONS

1. To qualify for Light Duty assignment the disability must be such that there must be a strong likelihood that the employee will recover fully to the point of unrestricted duty.

2. The City retains the right to have the employee examined by a physician appointed by the City to verify the extent of injury or illness, the likelihood of recovery, and the ability to perform the Light Duty assigned.
3. The employee must be physically capable of performing the work that is to be assigned to him during the Light Duty period as indicated in the doctors treatment form. As indicated in I-1 above, it is to the employees benefit to have any Light Duty restrictions outlined on the form by the attending physician at the time of his treatment.

#### I. PREREQUISITES

1. In order for an employee to receive Light duty assignment the Department must have productive work available for the employee to do. Every reasonable effort will be made to provide productive work for an employee eligible under the provisions of this agreement.
2. The employee must be capable of doing the work intended.
3. Hours of work will be assigned by the Department and will be based on a maximum 40 hour work week.

#### I. TIME AWAY FROM DUTY

1. Prescheduled vacation that falls within the same time period as Light Duty shall be taken based on the span of calendar days that would have been received. For example, if an employee has two vacation days scheduled on the last two days of his unit's cycle, he would have received eight calendar days off. During a Light Duty period the employee would still be eligible for eight calendar days off beginning with the first day that he would normally have been absent. Vacation occurring during the Light Duty period will not be rescheduled.
2. Time taken away from duty that is used to attend doctors appointments, physical therapy, etc. may be charged to sick leave or may be made up at an alternate time within that pay period with permission of the Chief or Assistant Chief in his absence.
3. FLSA time that is prescheduled and falls within the same time period as Light Duty shall be taken based on the number of hours that were previously scheduled. For example, if an employee is scheduled for 24 hours of FLSA time, during that period he would receive 24 hours off from his Light Duty 40 hour work week chargeable to FLSA hours.

#### I. PRORATION OF BENEFITS

1. If an employee leaves full, unrestricted duty for over 30 calendar days, and is assigned to Light Duty, he must receive a pro-ration of benefits for food allowance, paramedic premium pay, and holiday pay.
2. The calculation of prorated food allowance shall be made by dividing the annual food allowance amount by 2920 hours and multiplying the result by 24 hours to achieve a daily food allowance for the employee. The pro-ration of food allowance should be based on the daily rate multiplied by the number of



unit duty days his respective unit is assigned to work during the term of Light Duty.

3. The pro-ration of paramedic premium pay shall be calculated by dividing the annual premium pay for that year by 2912 hours and multiplying the result by 24 to achieve a daily rate. The pro-ration will be established by multiplying the daily rate by the number of unit duty days that employees respective unit is assigned to work during the term of Light Duty.
4. The pro-ration of holiday pay will be achieved by multiplying the employee's current hourly rate by 24 to achieve the employee's salary per day. That amount shall be multiplied by 5.5 days as established in the Labor Agreement to identify the projected holiday pay due the employee that year. The annual holiday pay shall be divided by 2912 hours to achieve an hourly holiday pay rate which is to be multiplied by 24 to achieve a rate of holiday pay per day. The rate per day will be multiplied by the number of unit duty days that employee respective unit is assigned to work during the term of Light Duty. The result of these calculations will be determine the amount of holiday pay to be subtracted from the employees annual holiday pay.

I. REINSTATEMENT TO LIGHT DUTY

1. If an employee is on Light Duty then returns to full duty and is required to return to Light Duty within six months the Light Duty will be considered as a continuation of the previous period of Light Duty, providing it is from the same or related causes of the original illness or injury.
2. In the event an employee returns to disability, after working on Light Duty, and the disability is from the same or related causes, the disability will be considered as a continuation of the previous period of disability.

I. SCOPE OF ASSIGNMENT

1. While on Light Duty assignment an employee will not be included nor assigned to the on-duty running crew which would require him to respond to emergency incidents which may occur during his Light Duty assignment.

FOR THE UNION

Pave Wells  
Gary M. Pardon

7-12-12  
Date

FOR THE CITY

Joe Valente  
Michael J. [Signature]

8-7-12  
Date

LETTER AGREEMENT

The City of Birmingham and the Birmingham Firefighters Association, Local 911 agree as follows:

- (a) When the City determines that an opening exists for a firefighter, it will allow a firefighter paramedic with at least five (5) years service performing paramedic duties to request to transfer to non-paramedic firefighter duties, provided the City is able to transfer a qualified firefighter to those paramedic duties.
- (b) Currently, the City requires at least ten paramedic firefighters to operate the paramedic program. The City and Union agree that as long as the City decides to maintain this requirement, a firefighter paramedic with at least five (5) years service will be allowed to request to transfer to non-paramedic duties provided:
  - i. The City has more than ten firefighters who have a valid paramedic license and meet Oakems requirements; and
  - ii. The excess firefighter(s) with paramedic qualifications is available to replace the firefighter paramedic requesting to be reassigned.
- (c) If two or more firefighters performing paramedic duties request transfer, the Chief shall select the firefighter paramedic to transfer with input from the paramedic coordinator, provided that length of service as a paramedic will be a consideration.
- (d) The firefighter paramedic transferring shall only transfer after the firefighter being assigned paramedic duties is fully trained and licensed.
- (e) Transfers from paramedic duties are limited to a maximum of two in any twelve month period.

Nothing contained in this Letter Agreement shall be interpreted as:

- (a) Requiring the City to maintain any number of paramedics.

(b) Either prohibiting the City from, or permitting the City to, increase or decrease the number of paramedics it wants to operate the system; or

(c) Changing, or being relevant to, any interpretation of Section 19(b) of the Agreement.

BIRMINGHAM FIREFIGHTERS  
ASSOCIATION

CITY OF BIRMINGHAM

Paul Webb 7-12-12

Joe Valente 8-7-12

Gary M Pardon 7-12-12

Michael [Signature] 8-7-12

City of Birmingham  
And  
Birmingham Firefighter Association

Letter of Understanding

The parties hereby agree that the following provisions supplement the settlement agreement with regard to the implementation of the changes in Section 36-Advanced Life Support Program providing Fire Lieutenants an opportunity to be selected by the department to serve as AEMT's.

1. A firefighter promoted to Fire Lieutenant at the time he is serving as an AEMT in the department's advanced life support program may elect to remain in the program as an AEMT and will be rotated on the life truck. Such election must be made within 30 days of the effective date of the promotion. AEMT's promoted to Lieutenant during the year prior to the signing of the agreement, will be able to elect to remain in the program provided that such election is made within 30 days of the signing of the agreement.
2. If the level of on duty AEMT's falls below the required level, and a Lieutenant serving as an AEMT is on duty, the department will use the Lieutenant AEMT until a firefighter AEMT is called in using the overtime guidelines.
3. When the level of on duty AEMT's falls below the required level, and an overtime assignment is required, an off duty AEMT of the same rank shall be called in using overtime guidelines. Eg. Firefighter AEMT for a Firefighter AEMT or Lieutenant AEMT for a Lieutenant AEMT.
4. When the department has determined that there is an opening for an AEMT in the advanced life support program, Lieutenants will be able to apply. All of the provisions of Section 36, with regard to the selection and/or training of AEMT's will continue to apply.

5. Fire Lieutenants who have a valid current AEMT license, but who are not among the department's designated AEMT's at the time of this agreement will be eligible to apply for future openings in the program when declared by the department. In the event that a Lieutenant is selected, the annual payment set forth in Section 36(a) shall be in accordance with the individual's total service as an AEMT in the department. In accordance with Section 36(e), the department retains sole discretion in the selection of AEMT's.

For the Union:

Pam Webb 7-12-12

Gary M Purdon 7-12-12

For the City:

Joe Valente 8-7-12

Michael [Signature]

## LETTER OF AGREEMENT


It is hereby agreed between the City of Birmingham and the Birmingham Fire Fighters Ass'n, IAFF Local 911 that, in the event the City implements the provisions of P.A. 152 of 2011, the City will do so on a City-wide basis.

FOR THE CITY:

  
\_\_\_\_\_  
Joe Valentine, HR Dir/Asst  
City Manager

Dated: 5-4-12

FOR THE UNION:

  
\_\_\_\_\_  
Paul Wells, Union President

Dated: 5-4-12

City of Birmingham  
And  
Birmingham Firefighters Association

SUPPLEMENTAL AGREEMENT  
Lieutenant Promotional Premium and Designated AEMT Annual Premium

The City of Birmingham and the Birmingham Firefighters Association, Local 911 hereby agree that this Supplemental Agreement shall modify the current collective bargaining agreement with regard to the Lieutenant promotional premiums and the designated AEMT annual payment.

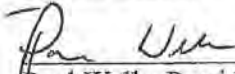
The following arrangement is designed to provide professional growth opportunities within the department while reducing personnel expenses in a financially responsible manner. The following changes shall take effect January 1, 2014 and the City will begin the process to promote 3 new Lieutenants in January of 2014. This Supplemental Agreement does not in any way establish officer staffing levels. The individuals promoted to Lieutenant who are designated by the City as AEMTs on or after 1/1/14 shall receive a Lieutenant promotional premium as outlined herein. The parties hereby agree to amend and revise the following contract provisions as follows.

1. Supplement A shall be modified to provide that effective January 1, 2014, beginning with any promotions occurring on or after 1/1/14, Lieutenants will promote to a starting annual pay of \$67,173.10 and achieve top pay at 24 months.
2. Supplement A shall be modified to provide that effective with Lieutenant promotions on or after January 1, 2014:
  - Lieutenants with less than 2 years will earn 6% above the top Firefighter rate.
  - Lieutenants with 2 years or more will earn 12% above the top Firefighter rate.
  - Department paramedics assigned to perform EMS Assignments and promote to Lieutenant on or after 1/1/14 shall not be compensated less if promoted.
3. Effective January 1, 2014 and thereafter, to be promoted to the position of Fire Lieutenant, an employee must have completed all of the course work and obtain a Fire Science Certificate or be able to obtain and, in fact, obtain such Certificate within twelve (12) months of promotion, complete the designated R.A.F.T Officer classes (Awareness and Operations) within two years after promotion, and complete Blue Card Command online training within one year after promotion.
4. Section 36 (a) shall be modified to provide that effective January 1, 2014 Lieutenants who are designated by the City as AEMTs in the Department Paramedic program will earn an annual payment of 4%.
5. It is further agreed the terms and provisions of this Supplemental Agreement shall be continued in the parties' successor collective bargaining agreement and shall

not be the subject of negotiations for the contract to take effect on or after July 1, 2014.

6. This Supplemental Agreement is executed by the parties' authorized representatives.

For the Union:

  
\_\_\_\_\_  
Paul Wells, President

Date: 12-23-13


  
\_\_\_\_\_  
Gary Purdom, Vice-President

Date: 12-23-13

For the City:

  
\_\_\_\_\_  
Joe Valentine, HR Dir/Ass't City Mgr

Date: 12-30-13

  
\_\_\_\_\_  
Michael Metz, Fire Chief

Date: 12-30-13



City of Birmingham  
And  
Birmingham Firefighters Association

**LETTER OF UNDERSTANDING**

Military Absences

IT IS HEREBY AGREED between the City of Birmingham ("the City") and the Birmingham Firefighters Association ("the Union") as follows:

1. The parties acknowledge that the language regarding vacation selection in the "Military Absences" article appears to be outdated and no longer applicable in the current procedures for scheduling vacations and Department shifts. Article 51(a), *Military Absences*, reads:

"Employees belonging to the National Guard, service reserves, or other such units, are permitted to take a leave of absence with pay during the required annual training period. The pay shall be adjusted so that the total pay from Unit and City pay will equal the normal pay. Vacation is not affected by such leaves; however an individual who receives military training leave will automatically be considered last when the schedule for vacation is determined. No more than one (1) military training leave will be granted at any one (1) time from the Department. 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."

2. The parties agree that the provision requiring "last pick" for those reporting for military training be removed beginning with vacation selection for the 2019 calendar year. In addition, the provision stating that, "No more than one (1) military training leave will be granted at any one (1) time from the Department" shall be removed beginning with vacation selection for the 2019 calendar year. Should, in the opinion of the City, the removal of either or both of these provisions prove detrimental to Department scheduling, the City shall have the right to reopen these provisions for further negotiation with the Union.
3. This document represents the parties' complete understanding as to the matters it addresses, and any other such agreement must be in writing and signed by the parties.

THE CITY

By: Grenne Taylor

Its: HR Manager

Date: 12.14.17

THE UNION

By: [Signature]

Its: President

Date: 12.14.17

City of Birmingham

and

Birmingham Firefighters Association

**LETTER OF UNDERSTANDING**

Starting above the minimum wage

The City of Birmingham (the "City") and the Birmingham Firefighters Association, Local 911 (the "Union") hereby agree as follows:

The City shall have the right to place new employees at a salary step other than the minimum. Provided that in the event that the City exercises such right, placement will be at no higher than the two (2) year rate. The City will notify the Union in writing in such an event.

Prior to the beginning of a selection process, a Battalion Chief or Lieutenant shall be invited to participate in the process. In all cases, the department head shall retain the right to make all hiring decisions.

FOR THE CITY:

FOR THE UNION:

X Paul A. Wells 2-16-21  
Paul A. Wells  
Fire Chief

X Jeff Scaife 2-16-21  
Jeff Scaife  
BFFA Union President

X Jim Hock 2/18/21  
Jim Hock  
Human Resources Manager

X Trevor Baker 2-16-21  
Trevor Baker  
BFFA Union Secretary