

AGREEMENT

By and Between

CITY OF BIRMINGHAM

and

LOCAL 998, BIRMINGHAM CLERICAL EMPLOYEES CHAPTER

**Affiliated With
INTERNATIONAL UNION, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
and COUNCIL NO. 25**

July 1, 2023 through June 30, 2026

PREAMBLE	1
Purpose And Intent	1
ARTICLE I	1
Recognition	1
ARTICLE II	2
No Discrimination	2
ARTICLE III	2
Employee Position	2
ARTICLE IV	2
Management Rights	2
ARTICLE V	4
Agency Shop.....	4
ARTICLE VI	5
Representation	5
ARTICLE VII	5
No Strike - No Lockout.....	5
ARTICLE VIII	6
Discipline.....	6
ARTICLE IX	6
Grievance Procedure	6
ARTICLE X	8
Special Conferences	8
ARTICLE XI	9
Seniority.....	9
Section B - Temporary Employees.....	9
Section C - Seniority Lists.....	10
Section D - Bidding for Vacant Positions.	11
Section E - Promotion or Transfer Out of Bargaining Unit.	12
Section F - Loss of Seniority.	12
Section G - Seniority of Officers.	13
Section H - Layoffs.	13
Section I - Recalls.....	16
Section J - Notice to Steward of Layoff or Recall.	16
Section K - Regular Part-Time Employee.....	17
Section L - Seasonal Employees.....	17
ARTICLE XII	17
Military Service	17

ARTICLE XIII.....	17
Leave Of Absence	17
ARTICLE XIV.....	19
Union Leave	19
ARTICLE XV	19
Military Training Leave.....	19
ARTICLE XVI.....	20
Funeral Leave and Emergency Leave	20
ARTICLE XVII	21
Jury Duty	21
ARTICLE XVIII.....	21
Illness Allowance.....	21
ARTICLE XIX.....	24
Worker's Compensation	24
ARTICLE XX	24
Vacations	24
ARTICLE XXI.....	26
Holidays, Personal Day And Anniversary Day	26
ARTICLE XXII	27
Longevity Bonus.....	27
ARTICLE XXIII	29
Insurance	29
Section A. - Health Insurance.	29
Section B. – Life Insurance.....	35
Section C. – Disability Insurance.	35
Section D. – Optical Insurance.....	36
Section E. Dental Insurance.	36
ARTICLE XXIV	37
Educational Program	37
ARTICLE XXV	38
Uniform Allowance	38
ARTICLE XXVI	39
Retirement	39
ARTICLE XXVII.....	42
General Provisions.....	42
ARTICLE XXVIII	42
Hours of Work	42

Section A. Work Week.	42
Section B. - Shift Premium.	43
Section C. - Meal Periods.	43
Section D. Rest Periods and Coffee Breaks.	43
Attendance Policy.....	43
ARTICLE XXIX	44
Overtime	44
ARTICLE XXX	45
Working Out Of Classification	45
ARTICLE XXXI	45
New Jobs	45
ARTICLE XXXII	45
Job Classifications	45
ARTICLE XXXIII	46
Wages.....	46
Certification Premium Schedule	47
ARTICLE XXXIV	47
Cost Of Living	47
ARTICLE XXXV	49
Separability and Savings Clause.....	49
ARTICLE XXXVI	51
Terms	51
LETTERS OF AGREEMENT	52
Letter of Agreement, Verbal Warning, August 26, 2013	52
Letter of Agreement, Martin Luther King Jr Day, January 28, 2022	53
Letter of Agreement, Independence Day, August 27, 2019	54
Letter of Agreement, Hourly Premium, August 8, 2017	55
Letter of Agreement, Contracted Staffing, August 8, 2017	56
Letter of Agreement, Certification Premium, November 15, 2013.....	57
Letter of Agreement, Reclassification, May 2, 2013	58
SCHEDULE A	59
Wage Tables 2023 – 2025	59
SCHEDULE B	62
Optical Insurance	65
SCHEDULE C	67
Dental Insurance.....	67
SCHEDULE D.....	70
Active Full Time Employees And Retirees.....	70
Under Age 65 Health Care Benefits.....	70

PREAMBLE
Purpose And Intent

This Agreement, entered into on _____, 2023, by and between the City of Birmingham, a Municipality in Oakland County, Michigan, hereinafter referred to as the City, and Local 998, Birmingham Clerical Employees Chapter affiliated with the International Union American Federation of State, County and Municipal Employees and Council No. 25, hereinafter referred to as the Union.

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations between the City, the employees and the Union.

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

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

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

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

ARTICLE I
Recognition

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

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

ARTICLE II

No Discrimination

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

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

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

ARTICLE III

Employee Position

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

ARTICLE IV

Management Rights

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

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

Section C. In the event that the City elects for economic reasons to purchase the services of others and such decision would result in the layoff of bargaining unit employees, the

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

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

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

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

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

ARTICLE V
Agency Shop

Section A. - Deductions

The City shall deduct every month union dues or service fees becoming due and payable in such month, from the pay of each employee who executes or has executed the following authorization for Payroll Deduction.

LOCAL 998, BIRMINGHAM CLERICAL EMPLOYEES CHAPTER
INTERNATIONAL UNION AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION

By _____ Please
Print LAST NAME FIRST NAME INITIAL

TO _____
Name of Employer Department

Effective _____, I hereby request and authorize you to deduct
Date

from my earnings each _____ an amount sufficient to
Payroll Period

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

Street Address

Employee's Signature

City

State

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

Section B. - Indemnification and Save Harmless

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

ARTICLE VI **Representation**

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

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

Section C.

1. Union activities on the City's time shall be limited to the following: Union officers may:
 - a. Post notices on bulletin boards
 - b. Transmit messages
 - c. Attend special conferences or grievance hearings as outlined in this Agreement
2. The Union officers will conduct these activities as quickly as possible and cause as little interruption of work as possible.

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

ARTICLE VII **No Strike - No Lockout**

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

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

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

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

ARTICLE VIII

Discipline

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

1. Verbal Warning
2. Written Warning
3. Suspension
4. Demotion or Discharge

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

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

ARTICLE IX

Grievance Procedure

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

Step 1. The employee (the "grievant") directly affected by the matter being grieved shall first raise the matter with his designated supervisor (and the Union Officer if so desired by the employee), provided that a Union representative may file a class grievance, which is a grievance involving an issue affecting all employees as a group rather than any specific employee(s). If not settled at that time, it shall be reduced to writing and signed by the grievant. Any grievance not submitted within five (5) calendar days (excluding Saturdays, Sundays and holidays) of the date of alleged contract breach or of the date a reasonably prudent person would have knowledge of the alleged contract breach shall be considered automatically closed.

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

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

Step 4. Should the City decide to take no action on the grievance, or in the event the City renders a decision which does not satisfactorily settle the grievance, either party may submit the matter to final and binding arbitration by notifying the other party and the Federal Mediation and Conciliation Service ("FMCS") within twenty (20) calendar days (excluding Saturdays, Sundays and holidays) of receipt of the Step 3 decision. Arbitration shall be conducted in accordance with the rules of the FMCS provided that each party may strike one panel of arbitrators submitted by FMCS and the parties shall select the arbitration alternately striking one name from the list with the final name being the arbitrator selected. The costs of such arbitration shall be shared equally by the Union and the City. The arbitrator shall have authority to apply and interpret the terms of this Agreement, but shall have no authority to add to, subtract from or otherwise modify the terms of such Agreement.

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

Section C. Time limits of the grievance procedure may be extended upon mutual agreement between both parties, in writing.

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

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

Section F. Should an employee be substituted for by an employee with lesser seniority, contrary to the seniority provisions of this Agreement, the employee adversely affected shall receive compensation as herein provided:

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

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

Section H. Where practical, efforts will be made by the Steward, Alternate Steward or Chapter Chairperson to investigate, present and process grievances during non-working time. However, when this is not possible, the Steward, Alternate Steward or Chapter Chairperson, upon notification to his immediate supervisor, shall be permitted reasonable time to investigate, present and process grievances on the City property without loss of time or pay during his regular hours. Such time spent in handling grievances during the Steward's, Alternate Steward's or Chapter Chairperson's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward, Alternate Steward or Chapter Chairperson. If he has occasion to go into another department, he must first notify such department supervisor. He must notify his own supervisor on his return. This right shall not be abused and the City may require that records of time spent be maintained and turned in at the conclusion of each occasion.

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

ARTICLE X

Special Conferences

Special conferences for grievances and other important matters may be arranged between the Union Chairperson and Steward and the City upon the request of either party, but not more frequently than once each month, except by mutual consent. The Union shall be entitled to have present any non-bargaining unit personnel and, in addition, shall be entitled to have present up to three (3) members of the bargaining unit, each of whom shall be compensated for time lost, if any. Other arrangements may be made as may be mutually agreed. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested.

ARTICLE XI

Seniority

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

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

Section A - Probationary.

1. Employees hired after the signing of this agreement shall be probationary employees for a period of twelve (12) months. Upon completion of their probationary period, all employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the first day worked in a classification covered by this Agreement.
2. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment except discharge and discipline for other than Union activity.

Section B - Temporary Employees.

1. Temporary employees shall not acquire seniority. A temporary employee is an employee who: (a) normally works consecutively for not more than ninety (90) days; (b) works irregularly; or (c) a person furnished by an agency supplying temporary employees, such as the Uniforce Temporary Services.
2. The City agrees that it will not employ a temporary employee to perform the work load of an employee on layoff who is subject to recall, provided that such laid off employee is immediately available to perform such work. For purposes of this section, an employee shall be deemed immediately available if, in an emergency situation, such employee is able to report for work within twenty-four (24) hours after notice by the City of the availability of work, or in other than emergency situations, such employee is able to report for work within forty-eight (48) hours after notice by the City of the availability of work. The provisions of Section I, Recall Procedure, shall not be applicable to recall for temporary positions as described herein.
3. The City agrees that if an employee on layoff is immediately available and qualified to perform the work of an employee who is to be absent from his job for a period of five (5) work days or more, such laid off employee shall be notified of the

availability of such work. For purposes of this section, "immediately available" is defined the same as in Section 2 above, and the term "qualified" shall mean that the laid off employee held the same classification as the employee he is replacing, or that the laid off employee would have been able to bump to the classification of the employee he is replacing and immediately receive the maximum of the rate of the classification as provided in Schedule "A".

4. If there is more than one employee eligible for the temporary employment provided in Sections 2 and 3 above, the employee with the most seniority shall be given preference.
5. A laid off employee, contacted as provided in Sections 2, 3, and 4 above, who declines such offer of temporary employment, will be deemed as continuing on lay off.
6. A regular full time or regular part-time employee who is on lay-off and accepts temporary employment shall not be deemed to have a break in the period of his/her layoff while employed in a temporary position and shall not be deemed to have returned to work for purposes of Article XI, Section F or for any other purposes under the contract and his later release from the temporary position shall not be deemed a layoff for any purpose under the Agreement. For all purposes under this Agreement, such an employee shall be deemed a temporary employee while employed in a temporary position.
7. This Section shall not in any way limit the City's right to subcontract, on either a temporary or permanent basis, work as provided in Article IV, Section C.
8. In applying Article XI, Section B of the parties' contract with respect to the employment of temporary employees, the City agrees that it will not intentionally work a temporary employee less than 90 consecutive days for the sole purpose of prohibiting such employees to become covered by the terms of the parties' labor agreement.

Section C - Seniority Lists.

1. The union shall be furnished with a list setting forth, in order of their seniority, each employee's name, seniority number, effective hiring date, classification and job group, as defined in Section 2 below. When more than one (1) employee is hired on the same date, seniority will be determined by alphabetical sequence according to name, provided that effective July 1, 1981, preference shall be given based on the lowest social security number. This seniority list will be provided each year in July, on or before the 31st day, or at the request of the Union, said requests not to exceed one (1) per calendar quarter. The Union Chairperson will be provided with a list of new hires within the bargaining unit when they complete their probationary period, and the names of unit employees separated.

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

Clerical
Technical
Parking Enforcement Assistant

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

Section D - Bidding for Vacant Positions.

1. (a) The City agrees to post vacancies in existing job classifications, unless an employee is eligible for recall to that classification under Section (I), and new job classifications within the unit for a period of five (5) working days. Vacancies in classifications from which employees are laid off shall be filled by recall under Section I. Regular seniority employees shall be eligible to file their names in writing with the Personnel Department. In such posting, the City shall list the education, experience, and skills qualifications required.
- (b) In filling vacancies within the bargaining unit as provided for in subsection (a) above:
 - i) Employees who apply for the vacancy will be evaluated by a board consisting of the Department Head in which the vacancy exists, a City Department Head from a department other than which the vacancy exists, the Union Chief Steward, and the Human Resources Director.
 - ii) The applicant's work record, attendance record, disciplinary record, seniority, and overall job knowledges, skills and abilities will be considered by the board to determine the most qualified candidate for the vacancy.
 - iii) In the event that the board determines that the qualifications of two or more candidates are relatively equal, the candidate with the earliest seniority date will be given preference.
- (c) Employees shall be considered in accordance with Section (b) above. Employees in the affected job group shall be given first preference.
- (d) Employees may be required to remain in their old jobs until properly replaced.
- (e) Employees awarded a job bid shall have not to exceed ninety (90) calendar days to qualify for such job (Promotions effective on or after 8/22/16 are subject to a six (6) month qualification period). This shall not prevent the

City from disqualifying the employee prior to the completion of such trial period where lack of ability to qualify is obvious. Employees who fail to qualify shall be returned to their former jobs and shifts without loss of seniority. In such event, the City may return to their former jobs those employees who were transferred to other jobs as a result of the disqualified employee's transfer.

- (f) The seniority of an employee who qualifies for the job within the six (6) months provided for in Section (e) shall, upon completion of such six (6) months, be recognized within the job group and classification in which he qualified.
- (g) This posting procedure shall not prevent the City from hiring from outside whenever qualified applicants are not available within the bargaining unit.
- (h) Seniority employees who are awarded vacant positions in another department under the provisions of this Article will not be eligible to apply for vacant positions in another department for a period of six (6) months.

Section E - Promotion or Transfer Out of Bargaining Unit.

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

Section F - Loss of Seniority.

Seniority shall terminate if an employee:

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

8. Separates upon settlement covering total disability.

Section G - Seniority of Officers.

1. Notwithstanding their position on the seniority list, the Chairperson and Steward, in that order, in the event of a layoff of any type, shall be continued at work as long as there is a job in their job group which they can perform and shall be recalled to work, in the event they are laid off, to the first open job in their job group which they can perform.
2. The City recognizes these clauses to the extent that officers and stewards are elected and that these officers and stewards are not construed to have protected seniority except during their official term of office.

Section H - Layoffs.

1. Layoff means an indefinite reduction of the working forces. The steward shall be given fourteen (14) calendar days' notice of an impending layoff and the City shall post notices in all appropriate places. The following procedure shall govern in making layoffs:

NOTE: Nothing herein shall prevent the Union and the City from negotiating reduced work schedules or rates to curtail layoffs.

- (a) Temporary employees in the affected job group shall be laid off first, in any order,
- (b) Probationary employees in the affected job group shall be laid off next, in any order, provided that there are sufficient seniority employees qualified to perform the work.

An employee laid off during his probationary period and rehired within ninety (90) calendar days following his last day of work, will be considered to be completing the probationary period which he has previously started. An employee who completes his probationary period in this manner shall be credited with his probationary period, for the purpose of determining his date of employment and position on the seniority list.

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

employee in a different job group in a classification with the same or lower maximum wage rate as the classification from which the employee was laid off, provided that an employee may exercise his seniority to displace an employee in a different job group only when the reduction of the level of employment in the employee's job group is to be indefinite and the employee is qualified to perform the work required. For purposes of this section, a reduction of the level of employment shall be deemed indefinite if such reduction, in the City's judgment, is to be for more than fourteen (14) calendar days or continues for fourteen (14) calendar days.

3. An employee who has bumping rights under this Section shall have the right to accept layoff until recall.
4. In the event of an emergency beyond the control of the City, i.e., acts of God, such as flood, fire, storm, civil disturbance or power failure where the resulting situation warrants, the City shall have the right to make temporary adjustments of force not to exceed three (3) days without regard to seniority. If a layoff exceeds three (3) days, the work force shall be adjusted according to the layoff procedure as described in this Article.
5. When a layoff occurs and an employee exercises his right to bump to another classification, the employee shall be paid according to the following provisions:
 - (a) Each job within a classification in a department ("job") within the unit has been defined as either similar or dissimilar to other jobs; the definitions are set forth in Exhibit E to this Agreement.
 - (b) Subject to subsection (e) below, if the employee bumps to the same classification, but in a different department, or to a similar job as defined in Exhibit E,
 - (i) the employee, if he is not at the maximum rate for the classification he was laid off from, shall be paid the rate for the classification he bumped to which is applicable to the same step the employee was in at the time he exercised his right to bump;
 - (ii) the employee, if he was at the maximum rate for the classification he was laid off from, shall be paid the maximum rate for the job he is bumping to.
 - (c) Subject to subsection (e) below, if the employee bumps to a dissimilar job as defined in Exhibit E,
 - (i) the employee, if he was not at the maximum step for the classification he was laid off from, shall be paid one step below his step in the classification he was laid off from for three (3) months and

progresses therefrom;

- (ii) the employee, if he was at the maximum step for the classification he was laid off from, shall be paid at the step immediately below the maximum step for the new classification for three (3) months.
 - (d) Subsection (c) (i) and (ii) shall apply except:
 - (i) if the employee previously held the classification he is transferring to at the maximum rate, he shall be treated the same as if he was moving to a "similar job" as provided above in sub-section (b);
 - (ii) if the employee did not previously hold the classification he is transferring to, the provision relating to transfer to dissimilar job applies, unless the employee demonstrates to the City's satisfaction through prior job experience or training and/or education that the employee can perform all of the job functions immediately on transfer to the new job;
 - (iii) if the employee previously held the classification he is transferring to at a step lower than the maximum rate, he shall be treated the same as if the jobs are dissimilar and the provisions of sub-sections (b) (i) and (ii) shall apply.
 - (e) An employee who displaces another employee under the provisions of Subsection (b) above must demonstrate that he is fully qualified immediately to perform the job of the person he is replacing; an employee who displaces another employee under the provisions of Subsection (c) above must demonstrate at the end of three (3) months that he is fully qualified to perform the job of the person he is replacing. If the employee fails to demonstrate that he is fully qualified, then the employee shall be laid off and may exercise his seniority as provided in Subsection 3 of this Section.
6. In the event that the City elects to eliminate one or more positions in the bargaining unit which are at the time filled by incumbent employees, and the City determines that there are one or more vacancies to be filled in the same or another department, prior to the implementation of any layoff procedures, the City will have the right to transfer an employee or employees from the position(s) being eliminated to the vacant position(s) with no reduction in pay rate.

Such transfers will not have the effect of reducing an employee's status from full time to part time status.

Provided that the employees are qualified, in situations where more than one vacancy and employee is involved, employee preferences according to seniority will be considered.

7. In no event shall any member of the bargaining unit be subject to layoff while the City is employing part time non bargaining unit employees or seasonal employees performing duties which a member of the bargaining unit is qualified to perform. Employees will be given the opportunity to qualify in accordance with Article XI, Section D.1. (e).

Section I - Recalls.

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

1. However, an employee on layoff pursuant to Section H(4) above shall have the option to exercise his seniority at any point in the recall from the time he receives notice of recall. Only one notice of recall as set forth in the following paragraph will be given to an employee on layoff pursuant to Section H(4) above. Thereafter, as there are openings, notice will be given by the most expeditious means possible, and the employee must either accept or decline to return the same day of receipt of notice.
2. Recall of an employee not actively working at the City at the time of the recall will be by written certified notice return receipt requested, to the most senior laid off, eligible employee at his last known address on file with the City, and shall require that the employee notice the City within five (5) calendar days after the date of delivery of proof of non-delivery of his decision whether or not to return. If the employee decides to return to work, he must report to work on the next working day. However, if the employee is employed elsewhere, he will be allowed a fourteen (14) calendar day grace period from the date of receipt of notification in which to give proper notice of resignation to said employer. The employee must then report to work on the next work day following the fourteen (14) calendar day grace period.

Recall of an employee actively working for the City shall be by verbal notice to the employee.

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

Section J - Notice to Steward of Layoff or Recall.

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

Section K - Regular Part-Time Employee.

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

Section L - Seasonal Employees.

Seasonal employees are hired for positions that are filled for not more than 9 months per year. Seasonal employees are limited to positions involved in seasonal activities in the Engineering and Public Services Department and the Building Department related to construction inspection and seasonal City operations such as the ice arena.

ARTICLE XII **Military Service**

The reinstatement rights of any employee who enters military service of the United States by reason of an act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the Federal law granting such rights.

ARTICLE XIII **Leave Of Absence**

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

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

- B. Disability Leave of Absence
1. A seniority employee who is unable to perform his/her assigned duties because of personal illness or disability and who has exhausted all sick leave available may, at the written recommendation of a physician (stating the specific illness or disability and the expected length of the absence) be granted a health leave of absence without pay or fringe benefits for the duration of the said illness or disability, up to six (6) months. A written

request for such a leave must be submitted to the Human Resources Department as soon as possible after the illness or disability becomes known and, in any event, prior to the start of the leave.

An extension of up to thirty (30) days may be granted upon the submission of a written application to the Human Resources Department together with a physician's statement certifying the employee's inability to perform his/her assigned duties at least fifteen (15) days prior to the expiration of the leave.

Further extensions of up to thirty (30) days at a time may be granted by application in writing to the Human Resources Department at least fifteen (15) days prior to the expiration of the leave. Within fifteen (15) days prior to the expiration of the leave, the employee shall notify the City in writing of his/her intent to return to work. The City shall have the right to require a written statement from the employee's physician certifying the fitness of the employee to perform his/her duties.

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

2. Employees who are eligible for short or long term disability benefits need not exhaust all sick leave prior to the commencement of the leave of absence; however, the other provisions set forth in Section B1 of this Article shall apply
3. In the event the employee receives short term or long term disability benefits under the provisions of Article XXX, and/or Workers Compensation payments, the employee shall also use a pro-rata amount of his/her sick leave and/or vacation leave, if any, to equal 100% of his/her normal base salary. The insurance benefits and/or Workers Compensation payments and sick leave/vacation leave, if any, may not exceed 100% of the employee's normal base salary. Payments made by the City shall be deducted from the employee's accumulated sick and/or vacation leave on pro-rata basis.
4. An employee unable to return to work within twenty-four (24) months of the date of the illness or injury shall be terminated from city employment subject to review and approval by the City Manager. A written notice of termination, and the date of termination, shall be delivered to the employee. Upon written request within 30 days following the date of termination, the

terminated employee may request that he/she be placed on the recall list for consideration for future vacancies which occur during the next twelve (12) months. The City will consider the individual for vacancies as they occur provided that any member of the bargaining unit who is also on the recall list will be given preference first in accordance with Article VIII, and provided that the individual can perform the available work. In the event that such an individual is recalled under this provision, such individual shall be considered as a new hire for all purposes of this Agreement except for purposes of service credit under the City retirement plan.

5. In the event an employee is granted a leave of absence under this Article, the employee will authorize the City designated physician to conduct such physical and/or mental examinations as the physician deems necessary, and shall sign such documents and medical release forms which are necessary in order for the City's physician and/or the Human Resources Department to secure from the employee's physician copies of all his/her pertinent medical records.
6. Any employee who seeks and/or obtains employment while on disability leave of absence shall automatically be terminated from the City effective the date the leave of absence started.
7. If an employee has at least 480 hours of unused accumulated sick leave when he/she commences a continuous period of a sick or disability leave, and exhausts such sick leave during such continuous period of sick or disability leave, the City, only once during an employee's employment with the City, shall, during such leave, continue to pay the premium for health insurance for up to six (6) billing months following the month in which such employee's sick leave accumulation is exhausted.

ARTICLE XIV

Union Leave

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

ARTICLE XV

Military Training Leave

Section A. Employees belonging to the National Guard, service reserves, or other such units, are permitted to take leave of absence with pay during the annual training period,

provided such membership is not for the purpose of fulfilling required military service.

1. The pay shall be adjusted so that the total pay from such unit and the City pay will equal the normal take home pay.
2. Vacation leave is not affected by such leaves; however, an individual who receives military training leave will automatically be considered last when the schedule of vacation in the classification is determined.
3. The maximum time that may be charged to military training leave shall not exceed the number of days that an employee would normally have worked during sixteen (16) consecutive calendar days.

ARTICLE XVI

Funeral Leave and Emergency Leave

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

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

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

For a funeral of one other than a member of the immediate family which because of extenuating circumstances the employee's department head believes is appropriate for the employee to attend, the department head may make a request of the City Manager for approval to grant up to one (1) day off with pay to attend such persons' funeral.

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

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

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

employee.

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

ARTICLE XVII

Jury Duty

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

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

ARTICLE XVIII

Illness Allowance

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

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

- i. No illness allowance will be granted before it has been earned.
- ii. Unused illness allowance credits may accumulate to the total of sixty (60) days (four hundred eighty [480] hours).
- iii. Employees who have accumulated and hold a bank of sixty (60) days (four hundred eighty [480] hours) shall, while such bank continues at sixty (60) days, accrue additional sick leave credits at the rate of one-half (1/2) day per month or six (6) days per year. There shall be no limit to the accumulation of days at such rate.
- iv. Regular full time employees who begin a calendar year with more than 480 hours of accrued sick leave, and maintain a balance above that level throughout the calendar year, may elect to be paid in cash for hours in excess of 480 - up to no

more than 40 hours - at the end of the calendar year. Following the cash payment, the employee must have a minimum of 480 remaining hours in accrued sick leave.

Effective beginning in December 2011, regular part-time employees who begin a calendar year with more than 360 hours of accrued sick leave, and maintain a balance above that level throughout the calendar year, may elect to be paid in cash for hours in excess of 360-up to no more than 30 hours- at the end of the calendar year. Following the cash payment, the employee must have a minimum of 360 remaining hours in accrued sick leave.

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

Section D. In order to receive illness allowance, the employee must notify his supervisor as soon as possible and not later than one-half (1/2) hour after the employee is scheduled to report, unless physically impossible. Failure to do so may be cause for denial of paid illness allowance. Illness allowance may be used to supplement any insurance benefits received so that combined benefits are equal to, but do not exceed, approximate gross bi-weekly pay.

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

- i. If any employee is absent from work due to illness prior to the start of his previously scheduled vacation period and continues ill during his vacation period, the time that he is ill during his vacation period will be charged to illness allowance.
- ii. Any sickness occurring after a vacation period has started will not be charged to illness allowance but will be charged to vacation up to the extent of the previously arranged vacation period.

Section F. An employee who terminates his employment with the City will forfeit any illness allowance that he may have accumulated.

In the event that he is later rehired, he shall be considered a new employee for all purposes.

Section G. Illness allowance will be accrued and charged to the nearest half hour and is computed from the first half hour of the employee's absence, when approved.

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

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

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

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

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

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

Eligible members separating from City service on or after August 22, 2016, in accordance with provisions specifically stated in Section L above, shall be entitled to receive a sum equivalent to the following amounts of unused hours accumulated in his illness allowance bank:

0 - 400 hours	0%
401 - 480 hours	50% for all hours over 400 hours
481 - 575 hours	60% for all hours over 400 hours
576 - 671 hours	70% for all hours over 400 hours
672 hours and over	80% for all hours over 400 hours

All employees who as of January 2, 1985 had 672 hours of accrued sick leave or more and maintain at least that number of hours until death, retirement, or deferred retirement with twenty (20) or more years of service or fifteen (15) years of service and 55 years of age at the time of retirement under the City's retirement system shall receive an amount equivalent to the accrued illness allowance in excess of 480 hours, provided that such employee continues to have a bank of accrued sick leave in excess of 672 hours until death, normal or disability retirement or deferred retirement with twenty (20) years of service, or fifteen (15) years of service and 55 years of age at the time of retirement, if before such death or retirement, such an employee's accrued sick leave goes below 672 hours, he shall thereafter upon death or retirement be subject to the schedule set forth above. Such payment shall be based on the employee's hourly rate of pay and paid as of the date of death or the date he actually leaves the City's employ to retire, irrespective of

when such person is entitled to receive retirement benefits.

ARTICLE XIX

Worker's Compensation

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

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

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

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

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

ARTICLE XX

Vacations

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

1. Regular full and part time employees with less than one full year of service prior to January 1st of any year are entitled to annual leave in the proportion that months worked bear to twelve (12) months.
2. Seniority employees with one full year of service, but less than five (5) years of

- service prior to January 1st of any year, shall receive two (2) weeks (ten [10] work days) vacation.
3. Seniority employees with five (5) years of service, but less than ten (10) years of service prior to January 1st of any year, shall receive three (3) weeks (fifteen [15] work days) vacation.
 4. Seniority employees with ten (10) years of service, but less than twenty (20) years of service prior to January 1st of any year, shall receive four (4) weeks (twenty [20] work days) vacation.
 5. Seniority employees with twenty (20) or more years of service prior to January 1st of any year shall receive five (5) weeks (twenty-five [25] work days) vacation.

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

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

Section D. Effective calendar year 2008, provide for accrual and posting of vacation leave monthly. Each employee to have a beginning balance in January 2008 of time earned in calendar year 2007 with monthly accrual to them begin in accordance with the current practice for administrative & management employees. (No change in annual accrual rates, and no change in current scheduling practices by the departments.) Limitations on accrued balances will be two times an employee's annual accrual rate.

Section E. Effective July 1, 2013, for employees with a vacation balance at the end of the calendar year they may be paid out for up to 40 hours of their vacation leave balance.

Section F. - Vacation Splitting.

1. Vacation splitting is not to exceed ten (10) days of vacation, unless otherwise approved by the Department Head. Such days may be taken at either single or 1/2-day basis with advance approval of the Department Head or his designee.
2. An employee eligible for three (3) weeks (fifteen [15] work days) or more vacation, should take the balance of his vacation in portions of not less than one (1) week.

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

Section H. An employee who has been a part time employee during any period of the year in which vacation accrues shall accrue vacation pay based on his continuous service

with the City, but the vacation pay and time off shall be prorated based on the regular number of weekly hours which the employee is regularly assigned to work at the time vacation leave is accrued and the number of months that the employee has been in a part time position.

ARTICLE XXI

Holidays, Personal Day And Anniversary Day

Section A. - Holidays.

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

Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King Jr Day
Good Friday
Memorial Day
Juneteenth

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

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

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

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

overtime compensation.

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

Section B. - Personal Days. A regular employee who has completed six (6) months of continuous service shall be granted two (2) work days during the calendar year as Personal Leave Days (3 work days effective July 1, 1989)(4 work days effective upon the date of ratification by both parties). The scheduling of a personal day is at the discretion of the department head. Said leave day may be scheduled to be taken in conjunction with vacation, a weekend, or a holiday. Personal days may be taken in one-hour segments. One additional personal leave day shall be provided for any member of the bargaining unit in the year following any year in which no sick leave is taken for any reason.

Section C. - Anniversary Day.

1. This day is a recognition of the employee's anniversary of employment with the City and subject to the following provisions:
 - (a) Each employee shall receive one (1) day off with pay during the calendar month in which he/she celebrates his anniversary date of employment with the City.
 - (b) The day selected is subject to the approval of the department head.
 - (c) Should the anniversary fall during a previously scheduled vacation period, it will be handled the same as is a holiday which falls during a vacation.
 - (d) Should the anniversary occur during an extended period of absence, because of illness, the anniversary will be charged as is a holiday and will not be charged against illness allowance.
 - (e) If an employee terminates his employment with the City prior to this anniversary date of employment, he forfeits this benefit.

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

ARTICLE XXII
Longevity Bonus

Section A. In addition to the salary set forth, unit employees hired prior to July 1, 2011 shall receive longevity bonuses, less applicable tax and retirement deductions for the duration of the contract as follows:

AFSCME Longevity Schedule

	Effective 7/1/2011	Effective 7/1/2012
Less than 5 yrs	None	None
5 - 9 yrs	\$925	\$925
10 - 14 yrs	\$1,125	\$1,125
15 - 19 yrs	\$1,325	\$1,325
20 - 24 yrs	\$1,525	\$1,525
25 yrs. +	\$1,725	\$1,725

Employees hired after 7/1/11 shall not receive longevity bonuses.

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

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

Section D. An employee must be listed and receive payment from the City on the last payroll for the month of November to be eligible for the longevity bonus, provided longevity payments shall be pro-rated in the case of death or retirement (except deferred retirement) under the City Retirement Plan, but shall not be pro-rated in case of termination for any other reason. Pro-rated longevity in case of death or retirement (except deferred retirement) shall be paid at the time the employee leaves the City's active employ.

Section E. Any permanent employee who terminates from the City for reasons of retirement in accordance with the "Employee Retirement System" may add his earned but unused vacation from the preceding calendar year to the last day worked in order to bring him to a date to qualify for longevity.

Section F. If an employee's leave of absence extends for a period of six (6) full calendar months after he has stopped receiving direct compensation from the City, then the period of time in excess of such six months shall not be counted for purposes of determining seniority for purposes of longevity pay only.

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

Effective beginning with the longevity payments made in December 2011, regular part-time hired prior to 7/1/11 employees will receive a longevity payment without pro-ration. ie. in accordance with the schedule in section A. Regular part time employees hired after 7/1/11 shall not receive longevity bonuses.

ARTICLE XXIII
Insurance

Section A. - Health Insurance.

1. The City will offer a comprehensive insurance program to supplement other benefits and provide security for employees for major and serious losses resulting from accident and/or illness.
2. (a). Health, Optical and Dental Insurance Coverage subject to the provisions contained in this Article, Schedules B, C, and D and the applicable insurance and agency contracts, effective June 1, 1989, the City shall pay premiums for providing the following insurance coverage options:

Comprehensive Health Care Plan	Schedule D
Optical, Life, & Disability	Schedule B
Dental Plan	Schedule C
Prescription Drug Program	Schedule D

Calendar Year Deductible

Effective January 1, 2012, a calendar year deductible of \$350 per person/\$700 per family and Effective January 1, 2013, a calendar year deductible of \$400 per person/\$800 per family maximum, and Effective January 1, 2017, a calendar deductible of \$600 per person/\$1,200 per family shall apply for services covered under the health care plan prior to any benefits being paid by the plan. This deductible shall not apply to prescription drug benefits or charges for services defined as wellness benefits as shown in Schedule D. 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, effective January 1, 2021 the following co-insurance shall be applicable:

Network	Non-Network
80% Plan/20% Employee for the next \$1,200 per person/\$2,400 family in covered benefits	60% Plan/40% Employee for the next \$1,500 per person/\$3,000 family in covered benefits

Effective January 1, 2021 Out of Pocket Maximums on Deductible and Co-Insurance –

Network – Maximums	Non-Network - Maximums
\$1,200 per person \$2,400 per family	\$1,500 per person \$3,000 per family

- Effective July 1, 2008, the co-pay on prescription drugs on all plans shall be \$15.00 for brand name and \$10.00 for generic drugs, Effective January 1, 2012, the co-pay on prescription drugs on all plans shall be \$20.00 for brand name and \$15.00 for generic drugs, Effective January 1, 2013, the co-pay on prescription drugs on all plans shall be \$25.00 for brand name and \$20.00 for generic drugs, Effective January 1, 2017 the co-pay on prescription drugs on all plans shall be \$50.00 for brand name, \$25.00 for generic, and \$75.00 for specialty tier drugs as per Schedule D. Effective January 1, 2021 the co-pay on prescription drugs on all plans shall be \$25.00 for generic, \$60.00 for brand, and \$100.00 for specialty tier drugs as per Schedule D.
- During the month of December of each year, each employee shall submit, on a form provided by the City, information which can be utilized for coordination of benefits between the City's plan and other plans providing coverage for the employee or his/her dependents. In the event that an employee's spouse has coverage through his/her employer, the city's plan shall be the secondary plan. In the event that the employee's dependents are covered under a spouse's plan, the co-ordination of benefits provisions customarily utilized by insurance carriers shall apply.
- Effective July 1, 1993, the City and the Union agree that the current definition of dependent shall apply without regard to any previous practice. The current definition of dependents is: "Wife or husband and unmarried children until the end of the year in which they reach 19--or they remain covered to any age if they are "totally and permanently" disabled by either a physician or mental condition prior to age 19. Children may be by birth, legal adoption or legal guardianship (while they are in your custody and dependent on you), and your spouse's children while they are residing as members of your household. Effective July 1, 2016, The City and the Union agree that the current definition of "dependent" shall be in accordance with

applicable law.

- Effective ninety (90) days after signing of the new agreement (May 27, 2002) elective surgical procedures related to vision (e.g. Lasik surgery) will no longer be covered under the health care plan.

Except for the dental and optical insurance, the above insurance coverage shall commence upon the covered member's completion of ninety (90) days of full-time continuous service.

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

- 2(b). In addition, the employees will annually be offered the option to elect a cash payment equivalent to \$1,500 per year for waiving 2 person coverage and \$3,000 for waiving family coverage effective for payments made in December 2008 (excluding dental and optical) provided: (1) the employee furnishes the City with proof of other health care coverage; (2) the employee's election is irrevocable for one (1) year except (subject to the health insurance carrier's approval), the employee may re-enroll in the health care plan in the event of marriage, divorce, death of an employee's spouse or dependent, birth or adoption of a child, commencement or termination of the employee's spouse's employment, switching from part-time to full-time status by the employee or his/her spouse, an unpaid leave of absence by the employee or employee's spouse, or if there is a significant change in coverage of the employee's spouse which affects the employee and/or employee's spouse.

Effective December 2010, the cash payment shall be \$1,750 per year for waiving 2 person coverage and \$3,250 for waiving family coverage.

Payment under the option shall be made at the end of the calendar year and will be based on the employee's coverage for which he/she is eligible.

To the extent permitted by the IRS Code, the flexible benefit plan shall be modified to provide that employees can make tax deferred contributions into the plan for the costs of family continuation and sponsored dependent riders that they elect. The City agrees that the cost of family continuation coverage to eligible employees in the bargaining unit under the City health care plan shall be \$50.00 per month, effective August 1, 1999.

- 3.(a-i) Full time employees hired prior to January 1, 2007 who have 15 years of service who receive a normal retirement or a disability retirement, shall be eligible to elect the health insurance coverage contained in Section A.2 (a), subject to Section G,

(no dental or optical coverage provided) for the retired employee and his/her spouse commencing with the first month for which he or she actually receives a retirement benefit until age 65. (Current employees Val Foerster, Francis Grant, Mike Labriola, Lucinda Reese, and Edward Rosett shall be eligible upon ten (10) years of service)

An eligible retired employee who elects such coverage shall contribute \$30.00 per month for each individual under age 65 for which coverage is provided.

Effective for employees retiring after January 1, 2008: Employees hired prior to January 1, 1993, who elect such coverage, shall contribute \$60.00 per month for each individual under 65.

Effective for employees retiring after January 1, 2014: Employees hired prior to January 1, 1993, who elect such coverage, shall contribute \$100.00 per month for each individual under 65.

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 \$16.00 per month for each individual age 65 or older for which coverage is provided.

Effective for employees retiring after January 1, 2008: Employees hired prior to 1993, who elect such coverage, shall contribute \$30.00 per month for each individual over 65.

Effective for employees retiring after January 1, 2014: Employees hired prior to 1993, who elect such coverage, shall contribute \$50.00 per month for each individual over 65.

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

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

For all employees hired after January 1, 1993 (but prior to January 1, 2007) who

qualify for retirement health insurance benefits, the City shall provide the health insurance specified in this section upon normal or disability retirement provided that the retired employee contributes 50% of the cost for such coverage.

In addition to the coverage provided in subsection 3(a), upon payment of 50% of this cost, full time employees hired after January 1, 1993 but prior to January 1, 2007 shall be included under the Birmingham defined contribution retirement health savings plan administered by the ICMA (or equivalent). The City shall contribute \$60.00 per bi-weekly pay (\$70.00 effective October 8, 2016) to the account of the employee effective 60 days following the ratification of the new agreement. There is no employee contribution. Such employees will be immediately fully vested. Employee contribution to the City's retirement health care fund as set forth under Section A of Article XXVI will remain unchanged.

(a-ii) Employees hired prior to January 1, 1993 and retiring after January 1, 2008 shall be included in the Birmingham defined contribution retirement health savings plan administered by the ICMA (or equivalent). The City shall contribute \$30.00 per bi-weekly pay to the account of the employee effective 60 days following the signing of the new agreement. There is no employee contribution. Such employees will be immediately fully vested. Employee contribution to the City's retirement health care fund as set forth under Section A of Article XXVI will remain unchanged.

Full time employees hired after January 1, 2007 shall be covered under the Birmingham defined contribution retirement health savings plan administered by the ICMA (or equivalent). The City shall contribute \$50.00 per bi-weekly pay (\$70.00 effective October 8, 2016) to the account of the employee. The employee shall contribute 2% of pay.

(a-iii) For employees who retire after January 1, 2008 and qualify for participation in the retirement health savings plan as provided in subsection 3, the City will credit their account, if and as necessary, such that the employer contributions portion of the account balance equals a minimum of \$5,000.

4. Current part-time employees are not eligible for retirement health care as set forth in Section A.2 (a). Current part-time employees shall be covered under the Birmingham defined contribution health savings plan administered by the ICMA. Such employees shall have any contributions, plus accrued interest, previously made refunded to them. The City shall provide an amount equal to two times the amount refunded. The City shall make available all currently offered voluntary tax advantaged savings plans to receive such monies, upon the election of individual employees, in accordance with the provisions of the plans. Employees who elect cash payments shall receive payment in a separate check, less any applicable withholdings. Payment will be made within 60 days following ratification and signing of the new contract to such employees who are members of the bargaining unit on the date of ratification. Going forward, the City shall contribute \$30.00 per bi-weekly pay to the RHS. There is no required employee contribution.

Part-time employees hired after January 1, 2007 shall not be covered under any City retirement health care plan.

Employees who were on full-time status as of March 1, 2005 and who were working as a regular full-time employee as of March 1, 2008, shall not be disqualified from retirement health care under this section if such an employee's hours are later reduced as a result of their position being classified to regular part-time status by the City.

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

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

In the event of a voluntary or involuntary termination, or in the event of a layoff, the City's obligation to pay premiums for life insurance, dental insurance and disability insurance shall terminate as of the date sufficient to provide such insurance coverage through the last day for which such employee is paid wages by the City.

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

In the event of a sickness or disability leave of absence, the City shall continue to pay the premium for the health insurance, optical insurance, life insurance, dental insurance and disability insurance for any month for which an employee receives actual compensation from the City.

In the event of a layoff, sickness or disability leave, an employee may elect to continue health insurance, optical insurance, life insurance, dental insurance and disability insurance as provided in the applicable insurance policy, provided such employee makes the required contribution in advance of the billing date for such insurance and provided that such continuation may not exceed twelve billing months following the last billing month for which the City paid premiums, unless extended by the applicable insurance carrier.

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

Section B. – Life Insurance.

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

The "Paid up" life insurance coverage through the Aetna policy provided under the City/Union's prior agreement shall be terminated and employees will be given the options provided in the Aetna policy.

Section C. – Disability Insurance.

1. Maximum weekly sickness and accident benefits for non-duty connected disability including liabilities due to pregnancy will be sixty (60%) percent of average weekly earnings, not to exceed \$570.00 per week beginning on the 31st calendar day of disability and continuing for a maximum period of one year from the date of the sickness or accident, if the employee is otherwise qualified. The 31day waiting period shall not apply to the seniority employee's disability related to pregnancy or childbirth.
2. Maximum weekly sickness and accident benefits for service-connected disability shall not exceed an aggregate figure of seventy (70%) percent of average weekly earnings, but no more than a maximum of \$675.00, beginning on the 31st calendar day of disability and continuing for a maximum period of one year from the date of sickness or accident, if the employee is otherwise qualified.
3. Monthly Long Term Disability Benefit including disabilities due to pregnancy provides for an aggregate income of seventy (70%) percent of monthly base pay, provided that for non-duty connected disability the maximum is \$2,000.00 per month, beginning one (1) year from the date of sickness or accident and continuing

to the age of 65, if employee is otherwise qualified.

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

Section D. – Optical Insurance.

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

Section E. Dental Insurance.

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

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

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

- (1) The City shall give the Union at least thirty (30) calendar days notice of its intent to change the carrier and, during that thirty (30) day period, meet the review with the Union the coverage to be provided by the new carrier.
- (2) If the Union does not agree with the City that the insurance coverage to be provided by the new carrier is equivalent to or better than the insurance coverage in effect at the time of the signing of this agreement, then the City and Union agree to submit that issue to an arbitrator as provided in Article IX, Section A, of the parties' labor agreement. The arbitrator shall be selected in the same manner as provided in Article IX, Section A, except that in order to be selected, the arbitrator must hear the case within thirty (30) calendar days after notice of arbitration is sent by either party to the other party. The City agrees not to change insurance carriers until an arbitrator's decision is rendered.
- (3) The City agrees that should it elect to make such a change, no further change shall be made during the term of the current agreement except in the event of failure by the carrier. In the event of a failure by the carrier the City will continue to provide

coverage for claims without regard to provider networks, and the City and Union will meet and confer on a replacement carrier. The City further agrees that no such change will be made for the members of the bargaining unit unless the identical change is also made for City administrative employees.

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

ARTICLE XXIV

Educational Program

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

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

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

1. Application for Educational Assistance may be made by any seniority regular full time or regular part time employee.
2. Application will not be considered if the employee is eligible for or receiving funds for the same course from any other source (GI Bill, scholarships, vocational rehabilitation, etc.).
3. Application will be approved only for course work directly related to the employee's present job or directly related to a promotional position.
4. Reimbursement shall be made only for course work completed at accredited high schools, colleges, and universities.
5. For regular full time employees reimbursement shall be limited to \$1,500.00 per fiscal year for credit courses.

For regular full time seniority employees there shall be a \$200.00 limitation per fiscal year for non-credit courses. For regular part time seniority employees, the reimbursement shall be prorated based upon the regular number of weekly hours the employee is regularly assigned to work.

6. Reimbursement for tuition and required textbooks shall be according to the following schedule:

- (a) 100% reimbursement for courses completed with "A" or "B" or numerical equivalent.
- (b) 75% reimbursement for courses completed with "C" or numerical equivalent
- (c) 0% reimbursement for courses completed with a grade less than "C".
- (d) The revised limitations shall apply to any coursework approved after 7/1/1996.

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

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

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

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

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

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

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

ARTICLE XXV

Uniform Allowance

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

underwear and Herman Survivor Boots shall be added to the equipment lists as optional equipment.

Section B. The employee shall be responsible for maintaining his uniform in the standards established by the Department. A cleaning allotment of \$60.00 (effective July 1, 1992 - \$75.00) will be paid the employee on November 1 and February 1 of each year.

ARTICLE XXVI

Retirement

Section A. For employees hired prior to January 1, 2007 all matters pertaining to retirement shall be as stipulated in the Employee Retirement System for the City of Birmingham, an amendment to the Charter of the City of Birmingham, Michigan, adopted April 2, 1956 (also known as Chapter XIX, as amended, of the Charter of the City of Birmingham, Michigan). Effective July 1, 1975, as to employees retiring thereafter, the percentage used for computing retirement benefits shall be 1.5% of the first \$4,200.00 of final average compensation as defined for purposes of the Plan and 2% of the portion of such final average compensation in excess of \$4,200.00. Effective for employees retiring after the signing of this Agreement, the percentage used for computing retirement benefits shall be 2% of final average compensation as applied under the Charter and defined below. Effective for all employees upon the signing of this Agreement, Article XIX of the General Employees Retirement System, Section 28 shall be modified to provide that each employee's contribution to the Retirement System shall be 5% of his annual compensation. Effective July 1, 1991, an employee's contribution to the retirement system will change to 3% of his annual compensation. The City and the Union recognize that as a result of this reduction in contribution to the retirement system, if an employee elects an annuity withdrawal, the amount of that withdrawal will be less than if the employee contribution had not been reduced.

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

Effective for employees retiring after July 1, 2001, the percentage used for computing retirement benefits shall be 2.50% of final average compensation.

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

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

Effective July 1, 2002, each employee will contribute, by payroll deduction, one percent

(1%) of his/her earnings to the retiree health care fund. Effective July 1, 2003, the amount of this contribution shall increase an additional percent, to a total of two percent (2%).

Employees hired after January 1, 2007 shall not be covered under the Birmingham Employees Retirement System current defined benefit plan. Employees hired after January 1, 2007 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:

		<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
Employer	\$1.00/hr	\$1.10/hr	\$1.20/hr	\$1.30/hr
Employee	\$.50/hr	\$.55/hr	\$.60/hr	\$.65/hr

For all hours worked on an overtime basis, the contributions shall be made at 1-½ times the amounts set forth above.

	<u>7/1/21</u>	<u>7/1/22</u>	<u>7/1/2023</u>
Employer	8.25%	8.5%	9.5%
Employee	3.75%	4%	4.5%

The employee will always be 100% vested for employee contributions. Employee vesting in employer contributions will be at five (5) years of service.

Employees hired prior to January 1, 2007 may at their option elect to voluntarily waive their membership in the current Birmingham Employees Retirement System defined benefit plan and thereby elect membership in the 401(a) defined contribution plan shown above. In the event that an employee voluntarily makes such an election, the employee's previous contributions to the defined benefit plan will be transferred to the 401(a), with the City making an initial contribution equal to 2-½ times the amount transferred. Such employees will be immediately vested in both City and employee contributions. Going forward, contributions will be made as shown above.

Effective July 1, 2011, any employee who has been placed on administrative leave, whether paid or unpaid, or is subject to pending discipline, shall not be eligible to effectuate the provisions allowing for City contributions equal to 2 ½ times the amount of employee contributions transferred from the defined benefit plan to the 401(a) plan. Employees are still eligible for transferring their employee contributions after establishing a 401(a) plan, however, no additional contribution by the City will be made under these conditions.

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

Section C. Effective July 1, 1978, any employee covered under this contract who thereafter leaves the employ of the City and who at such time has ten (10) years or

more of credited service shall be eligible for a Deferred Retirement benefit payable at age 60.

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

Final Average Compensation means the highest average annual compensation received by a member during a period of three (3) consecutive years of service contained within his last ten (10) years of service immediately preceding his retirement. If he has less than three (3) years of credited service, his final average compensation shall be the average of his annual compensation received during his total years of credited service.

Section E. An employee who is eligible to receive pension benefits may withdraw his contribution to the pension system including interest attributable to such contributions, provided that in such event, the amount of his pension benefit shall be based only on the City contributions. Upon such an election by the employee, an additional amount equal to the employee's contributions to the City of Birmingham Retiree Health Benefits Plan, plus the interest that would have been credited if such contributions had been made to the pension system, shall be paid to the employee from the reserve for employer contributions. In such an event, the benefit provided for such employee shall be proportionately reduced to reflect withdrawal of the employee's contributions 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. Effective July 1, 2024, the amount of the reduction will be determined based upon the mortality assumption adopted by the Retirement Board and the interest assumption determined by the Pension Benefit Guaranty Corporation Final 4022 Rule published September 9, 2020, for the month of retirement.

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

Section G. Employees shall be allowed to participate in the International City Management Association's Deferred Compensation Plan. Changes in participation, funds or enrollment can only take place during the first week of July and December of each year. The section shall be effective with the first payroll period beginning in May, 1987.

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

(b) Any member who continues in the employ of the City after the date he

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

ARTICLE XXVII

General Provisions

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

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

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

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

ARTICLE XXVIII

Hours of Work

Section A. Work Week.

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

established by the City according to operating requirements.

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

Section B. - Shift Premium.

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

Section C. - Meal Periods.

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

Section D. Rest Periods and Coffee Breaks.

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

Attendance Policy

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

Definition of an unscheduled absence occurrence: A period of one (1) or more consecutive scheduled workdays when an employee is absent from work without prior written scheduling and approval by the employee's supervisor. "Unscheduled absence" shall not include an absence covered by the Family Medical Leave Act. "Unscheduled absence" shall also not include the use of a vacation day approved by the City, and shall also not include an absence under the "Emergency Leave" provision of Article XVI, Section B of the collective bargaining agreement.

Upon the third unscheduled absence occurrence in any ninety (90) day period, an employee will receive an oral notice that documents that absence, advised that such

attendance record is unacceptable, and urges the employee to improve his/her attendance.

Following an oral notice as described above, subsequent unscheduled absence occurrences at the rate of one (1) unscheduled absence occurrence in any thirty (30) day period during the following ninety (90) day period will result in progressive discipline.

First unscheduled absence occurrence within 30 days following notice	Written Reprimand
Second unscheduled absence occurrence within 60 days following notice	Two days suspension without pay and a final warning
Third unscheduled absence occurrence within 90 days following notice	Discipline up to and including discharge

ARTICLE XXIX

Overtime

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

1. All time worked in excess of eight (8) hours in one day.
2. All required Saturday work. (Exception: Any employee whose regular work week includes Saturday, shall be paid time-and-one-half (1-1/2) for his week day not regularly scheduled.)
3. An employee will be paid double time (2x) for all Sunday and holiday work. An employee shall also receive his regular holiday pay in addition to time worked on the holiday.
4. For purposes of this Article, an employee shall be deemed to work on a holiday and Sunday when his assignment time originates on Sunday or the actual day that the holiday is to be observed by such employee. For example, for an employee whose assignment starts at 11:00 p.m., the July 4th holiday shall be from 11:00 p.m. on July 4th to 10:59 p.m. on July 5th. As a further example, an employee whose assignment starts at 11:00 p.m. on Sunday will be eligible for the Sunday premium for the entire shift, and the employee whose assignment starts at 11:00 p.m. on Saturday will not be entitled to Sunday premium for the entire shift.

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

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

ARTICLE XXX **Working Out Of Classification**

Should a permanent employee be temporarily assigned to fill a position in a higher classification, the City shall pay such employee the rate applicable to the higher classification which is immediately higher than the employee's regular rate and is a minimum of ten cents (10¢) per hour higher than such employee's regular rate, provided that in no event shall such employee be paid more than the maximum rate for such classification.

ARTICLE XXXI **New Jobs**

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

ARTICLE XXXII **Job Classifications**

Section A. The City and the Union agree that the general job responsibilities and job skills required as of July 1, 1976 were used as a basis to determine the wage positions; all job positions require an employee to perform miscellaneous duties related to the job responsibilities or skills required for his or her wage position. Nothing contained herein abridges the City's right to temporarily transfer employees to different wage classifications Under Article XXX.

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

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

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

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

ARTICLE XXXIII **Wages**

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

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

Section C. Employees in the classifications of Building Inspector, Plumbing Inspector, and Electrical Inspector who have successfully completed the required State of Michigan certifications, as required by their respective classifications, shall receive an hourly premium of \$2.00 per hour for each hour worked. Any employee who fails to maintain the required credits for re-registration of any such certification will no longer receive this premium.

Employees will receive an hourly premium for each hour worked according to the Certification Premium Schedule.

Assignments of employees to take the mentioned tests/certifications will be made at the discretion of the department head upon requests by employees. In the event that, in the sole discretion of a department head, an employee not classified in the classifications is requested by a department head to obtain a certification and the employee obtains that certification: For the duration of any work assignment by the department head under Article XXX – Working Out of Classification – the employee shall then receive the applicable hourly premium.

Certification Premium Schedule

Department	Position	Certifications & Training Courses	Hourly Premium
Community Development	Comm. Dev. Clerical: Support Staff A Support Staff C Office Coordinator Comm. Dev. Coordinator	Permit Technician (International Code Council)	\$.50/Hr. per Certification, up to 3
	Comm. Dev. Technical: Building Inspector Electrical Inspector Plumbing Inspector	Classification-Related Inspector Certification (International Code Council)	\$.50/Hr. per Certification, up to 5 Certifications
	Engineering: Engineering Inspector II Senior Engineering Tech	Construction Storm Water Operator (CSWO)	\$.50/Hr.
DPS	Ice Arena: Recreation Coordinator	ServSafe Food Safety	\$.50/Hr.
Treasury	Payroll: Payroll Coordinator	Certified Payroll Professional Fundamental Payroll Certification	CPP = \$.50 FPC = \$.25
	Treasury:	Michigan Certified Assessing Technician (MCAT) Assigned and Designed by Treasurer	\$.50/Hr.
Police	Police: Clerk/Typist B	Terminal Agency Coordinator (TAC) – Assigned and Designated by Police Chief	\$.50/Hr.

ARTICLE XXXIV **Cost Of Living**

Seniority employees covered by this Agreement received a Cost of Living Allowance adjustment under the City/Union 1984-88 Agreement. Solely for purposes of identifying the basis upon which such cost of living was paid, set forth below are the cost of living provisions in effect under the City and Union 1984-88 Agreement. The City and Union agree that there will not be any cost of living adjustment under this Agreement.

- (a) The Cost of Living Allowance provided in the City/Union 1984-88 agreement was determined and adjusted in accordance with changes in the official Revised Consumers Price Index ("W" Index) for Urban Wage Earners and Clerical Workers

(including single workers) published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100), and hereinafter referred to as the BLS Consumer Price Index, subject to the limitations hereinafter set forth.

- (b) Effective July 1, 1985 and thereafter during the July 1, 1985-June 30; 1986 term of the City/Union 1984-88 Agreement ("second year"), a Cost of Living Allowance, not to exceed eighteen (18¢) cents per hour, was paid on the basis that a 0.4 change in the BLS Consumer Price Index, shall result in a \$.01 adjustment. Such Cost of Living Adjustment was paid on the assumption that the BLS Consumer Price Index figure for March, 1985 = 0. The first Cost of Living Adjustment was paid commencing with the first pay period on or after August 1, 1985 and was based on the change in the BLS Consumer Price Index for June, 1985 as compared to March, 1985. If the August, 1985 Cost of Living Adjustment made in the second year of the contract was less than the maximum amount of Cost of Living Allowance provided for in the 1984-88 Agreement, then a subsequent Cost of Living adjustment was made commencing with the payroll period starting on or after November 1, 1985 based on the Index for September, 1985 as compared to the March, 1985 index, less any adjustment made in August 1985; and on the first pay period after February 1, 1986 based on the Index for December, 1985 as compared to March, 1985, less any adjustment made in August and November, 1985; and on the first pay period after May 1, 1986 based on the March, 1986 index as compared to the March, 1985 index, less any adjustment made in August and November, 1985, and February, 1986. The total cost of living payable as of May, 1986 was then added to the base rates as of June 27, 1986, before wage increase effective June 28, 1986 was made.
- (c) Effective July 1, 1986 and thereafter during the July 1, 1986-June 30, 1987 term of the City/Union 1984-88 Agreement ("third year"), a Cost of Living Allowance, not to exceed eighteen (18¢) cents per hour, was paid on the basis that a 0.4 change in the BLS Consumer Price Index, resulted in a \$.01 adjustment. Such Cost of Living Adjustment was paid on the assumption that the BLS Consumer Price Index figure for July, 1986 = 0. The first Cost of Living Adjustment was paid commencing with the first pay period on or after October, 1986, and was based on the change in the BLS Consumer Price Index for August, 1986 as compared to July, 1986. If the October, 1986 Cost of Living Adjustment made in the third year of the contract was less than the maximum amount of Cost of Living Allowance provided for in the 1984-88 Agreement, then a subsequent Cost of Living Adjustment was made commencing with the payroll period starting on or after January 1, 1987 based on the index for November, 1986 as compared to July 1986, less any adjustment made in October, 1986, and commencing with the payroll period starting on or after April 1, 1987 based on the index for February, 1987 as compared to July, 1986, less any adjustment made in October, 1986 and January, 1987. The total Cost of Living payable as of April, 1987 was then added to the base rates as of June 26, 1987, before the wage increase effective June 27, 1987 was made.

- (d) There was no Cost of Living Allowance payable during contract year July 1, 1984-June 30, 1985 and contract year July 1, 1987-June 30, 1988.
- (e) During the term of the City/Union 1984-88 contract, the Cost of Living Allowance upward or downward was adjusted on the basis that a 0.4 change in the BLS Consumer Price Index equals \$.01; any downward adjustment was made effective with the applicable payroll period for which Cost of Living Allowances are to be made and was made in the same manner as upward Cost of Living Allowances were made. In no event did the adjusted Cost of Living Allowance result in a reduction of the base rates set forth in the wage schedules attached to the 1984-88 Agreement.
- (f) Except as specifically provided in the preceding paragraphs, the Cost of Living Allowance provided in the City/Union 1984-88 Agreement was not to be added to the base rates provided in the 1984-88 Agreement, but was paid for all hours worked subsequent to its effective date. The Cost of Living Allowance was taken into account in computing overtime, vacation payments, holiday payments, call in, sick leave payments and other compensated time off.
- (g) In the event the Bureau of Labor Statistics did not issue the Consumer Price Index on or before the beginning of any period referred to above, any adjustments required were made at the beginning of the first pay period after receipt of the Index.
- (h) No adjustments, retroactive or otherwise, were made due to any revision which were later made in the published figures of the BLS Consumer Price Index for any base month.
- (i) The City and Union, in their 1984-88 Agreement, agreed that the continuance of the Cost of Living Allowance was dependent on the availability of the monthly BLS Consumer Price Index. The Index published for the month in question was used by the parties, provided that the Index continues to be published and computed on the same basis as at the time when the 1984-88 Agreement was entered into. If the BLS changed the form or the basis for calculating the BLS Consumer Price Index, the parties agreed to request the Bureau to make available for the life of the 1984-88 Agreement, a monthly Consumer Price Index in its form in effect in 1985 and calculated on the same basis as the Index for March, 1985.

ARTICLE XXXV
Separability and Savings Clause

Section A. If any Article or Section of this contract or if any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances

other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

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

Public Act No. 9 of 2011

As required by state law, the parties incorporate the necessary language under Public 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.

ARTICLE XXXVI
Terms

Section A. This Agreement shall become effective July 1, 2023 following ratification and approval by the principal parties through June 30, 2026.

Unless otherwise provided, all changes will be instituted as soon as practicable after the contract is ratified and signed by both parties.

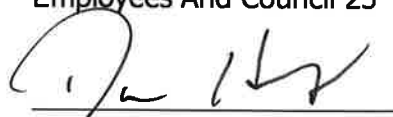
Section B. This Agreement shall continue in full force and effect until midnight June 30, 2026, and shall continue in effect from year to year thereafter, unless either party hereto shall give to the other party at least sixty (60) days in advance (written notice), by registered mail, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to change or amend any of its provisions.

Section C. After June 30, 2026, this Agreement shall continue on a day-to-day basis while changes or amendments are negotiated. If either party desires to terminate the agreement after June 30, 2026, it will give the other party ten (10) days written notice of its desire.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this 20 day of December 2023.

Local 998, Birmingham Clerical Employees
Chapter International Union American
Federation Of State, County And Municipal
Employees And Council 25

City Of Birmingham



Dgn Hunt


Jana Ecker


Sherri White


Melissa Fairbairn


Pamela R. Reed


Christina Woods


Edward Rosett

Letter of Agreement, Verbal Warning, August 26, 2013

LETTER OF AGREEMENT


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

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

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

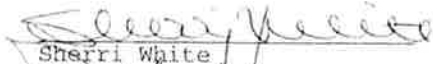
When the City issues a Verbal Warning, any notation in the file concerning that warning must be designated "Verbal Warning" at the beginning of the notation.

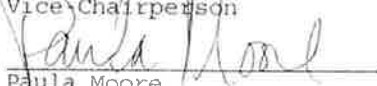
LOCAL 998, BIRMINGHAM CLERICAL EMPLOYEES CHAPTER
INTERNATIONAL UNION AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES AND COUNCIL 25


Felicia Hicks


APSCME Council 25

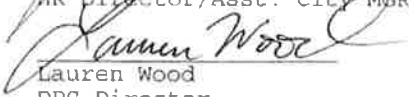

Connie Folk
Chairperson


Sherri White
Vice Chairperson


Paula Moore
Steward

CITY OF BIRMINGHAM


Joseph A. Valentine
HR Director/Asst. City MGR


Lauren Wood
DPS Director

Original LOA Dated 1988

Letter of Agreement, Martin Luther King Jr Day, January 28, 2022

LETTER OF AGREEMENT

WHEREAS, the City of Birmingham ("the City") and AFSCME Local 998 ("the Union") are parties to a Collective Bargaining Agreement extending from July 1, 2020 to June 30, 2023; and,

WHEREAS, Article XXI, Section A, Subsection 1 (Holidays) of the Collective Bargaining Agreement states in pertinent part that [r]egular employees shall be granted the following paid holidays at their regular rate of pay: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day; and,

WHEREAS, on November 8, 2021, the City approved the addition of the Martin Luther King, Jr. Day holiday on the third Monday in January for all City employees, closing all City offices in observance of the holiday,

NOW, THEREFORE, it is mutually agreed and understood as follows:

1. The City and Union agree to add Martin Luther King, Jr. Day to the list of City Holidays granted under Article XXI, Section A, Subsection 1 (Holidays) of the Collective Bargaining Agreement;
2. The City and Union will observe the Martin Luther King, Jr. Day commencing on Monday, January 17, 2022, and on the third Monday in January of each year thereafter;
3. This document represents the parties' entire agreement as to the matters to which it relates, and no other such agreement shall be binding unless in writing and signed by the parties.

Dated: January 28, 2022

FOR THE UNION:

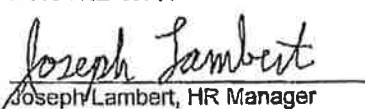

Dan Hunt, AFSCME Council 25


Sherri White, Chairperson


Pamela Reed, Vice-Chairperson


Edward Rosett, Vice-Chairperson

FOR THE CITY:


Joseph Lambert, HR Manager

Letter of Agreement, Independence Day, August 27, 2019

LETTER OF AGREEMENT

WHEREAS, the City of Birmingham ("the City") and AFSCME Local 998 ("the Union") are parties to a Collective Bargaining Agreement extending from July 1, 2016 through June 30, 2020; and,

WHEREAS, Article XXI, Section A, Subsection 1 (Holidays) of the Collective Bargaining Agreement states in pertinent part that [r]egular employees shall be granted the following paid holidays at their regular rate of pay: *Independence Day*, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day (emphasis added); and,

WHEREAS, Article XXI, Section A, Subsection 2 (Holidays) of the Collective Bargaining Agreement states in pertinent part that "[w]hen a holiday falls on either a Saturday or Sunday, employees and the City shall observe the following Monday as the holiday..."; and,

WHEREAS, in 2020, Independence Day falls on Saturday, July 4, 2020, but will be observed as a Federal Holiday on Friday, July 3, 2020; and,

WHEREAS, in 2015, the City observed Independence Day on Friday, July 3, 2015.

NOW, THEREFORE, it is mutually agreed and understood as follows:

1. The City and Union will observe Friday, July 3, 2020 as the Independence Day Holiday under the Collective Bargaining Agreement.
2. This document represents the parties' entire agreement as to the matters to which it relates, and no other such agreement shall be binding unless in writing and signed by the parties.

Dated: 8-27-19, 2019

FOR THE UNION:


Dan Hunt, AFSCME Council 25


Sherri White, Chairperson


Pamela Reed, Vice-Chairperson


Edward Rosett, Vice-Chairperson

FOR THE CITY:


Benjamin I. Myers, HR Manager


Joseph Lambert, HR Generalist

Letter of Agreement, Hourly Premium, August 8, 2017

AFSCME Local 998
And
The City of Birmingham

LETTER OF AGREEMENT

Modification of Article XXXIII, Section C - Hourly Premium

IT IS HEREBY AGREED between the City of Birmingham ("the City") and AFSCME Local 998 ("the Union") as follows:

Article XXXIII, Section C, of the parties' current collective bargaining agreement is hereby amended to include an hourly premium of \$0.25 for those employees in the classifications of Engineering Inspector II and Senior Engineering Tech. in possession of a current and valid Construction Storm Water Operator (CSWO) certification effective upon the date of signing of this agreement by both parties.

Any employees in the aforementioned classifications who have already successfully completed this certification will have their hourly rate adjusted accordingly, effective upon the date of signing of this agreement by both parties.

No retroactive payments will be made as a result of this Letter of Agreement.

Eligible employees must provide proof of certification to the City prior to receiving premium pay. Any employee who fails to maintain current and valid CSWO certification will no longer receive this premium.

This document represents the parties' entire agreement as to the matters to which it relates, and no other such agreement shall be binding unless in writing and signed by the parties.


Dated: August 8th, 2017

THE UNION:

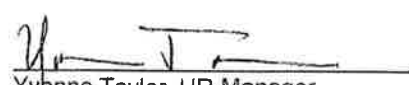

Felicia Hicks, AFSCME Council 25

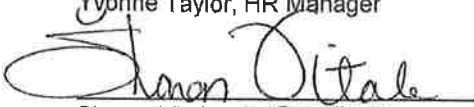

Pamela Reed, Vice-Chairperson


Ed Rosett, Steward


Sherri White, Chairperson

THE CITY:


Yvonne Taylor, HR Manager


Sharon Vitale, HR Coordinator

Letter of Agreement, Contracted Staffing, August 8, 2017

AFSCME Local 998
And
The City of Birmingham

LETTER OF AGREEMENT

IT IS HEREBY AGREED between the City of Birmingham ("the City") and AFSCME Local 998 ("the Union") as follows:

This Letter of Agreement is intended to address a unique and temporary set of circumstances related to the Community Development department.

The construction and Community Development activity has unexpectedly increased above normal levels necessitating the purchase of services of others by the City in accordance with Article IV, Section A, of the parties' current collective bargaining agreement, to fully meet the health, safety and welfare needs connected with the increased construction and Community Development within the City.

As a result, the City has need to continue its current practice of utilizing the services of contracted Building/Community Development staff through a third party staffing agency during this time of increased construction activity.

The parties agree that the use of contracted Building/Community Development staff will not directly result in a reduction of staff or layoff of any member represented by the Union.

The City will make every reasonable effort to timely fill vacant positions within the Union in accordance with Article XI, Section D, of the current collective bargaining agreement.


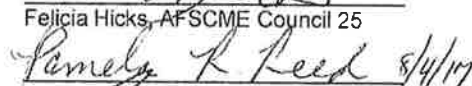
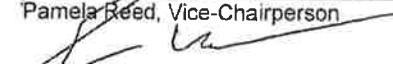
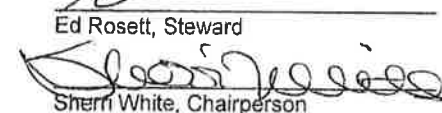
When construction volumes decrease, the use of contracted Building/Community Development staff will decrease and/or cease according to operational needs.


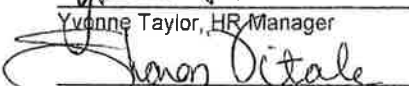
The parties agree to review this Letter of Agreement no earlier than June 30, 2019, and only upon written notice to the other party at least thirty (30) days in advance of its desire to discuss changing or amending any of the stated provisions in this Letter of Agreement.

The Union agrees that it will not seek representation of the positions occupied by the contract staff through the third party staffing agency, contest or grieve the work assigned to that staff under this agreement, nor accept the positions occupied by such staff into membership in the Union.

This document represents the parties' entire agreement as to the matters to which it relates, and no other such agreement shall be binding unless in writing and signed by the parties.

Dated: August 8th, 2017

THE UNION:

Felicia Hicks, AFSCME Council 25

Pamela Reed, Vice-Chairperson

Ed Rosett, Steward

Sherrin White, Chairperson

THE CITY:

Yvonne Taylor, HR Manager

Sharon Vitale, HR Coordinator

Letter of Agreement, Certification Premium, November 15, 2013

AFSCME Local 998
And
The City of Birmingham

LETTER OF AGREEMENT

Modification of Article XXXIII, Section C – Hourly Premium

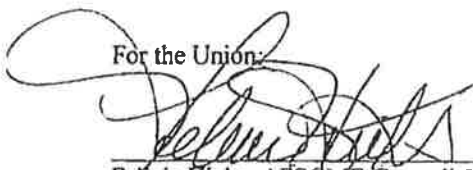
It is hereby agreed by, and between the City of Birmingham (hereinafter referred to as "City") and AFSCME, Local 998 (hereinafter referred to as "Union") as follows:

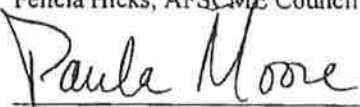
Whereas, the parties agree on a temporary basis to establish an hourly premium under the provisions of Article XXXIII, Section C to provide an additional hourly premium of \$2.00 per hour to an employee in the classification of Building Inspector that holds the State of Michigan Plan Reviewer certification and is assigned by the Building Official with the primary assignment of working in the office reviewing building plans and assisting the public and others with compliance of adopted building codes, and

Whereas, the parties agree to review this temporary modification upon the expiration of the current collective bargaining agreement, and

Whereas, the parties further agree this is being done to address a unique circumstance and sets no precedent (and neither party will cite it as such in any forum) for any other situation past, present or future.

For the Union:

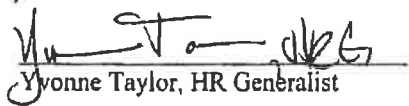

Felicia Hicks, AFSCME Council 25


Paula Moore, Steward

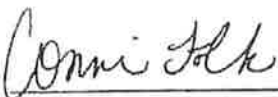
DATE: 11-21-13

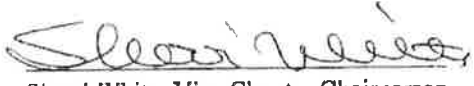
For the City:


Joe Valentine, Ass't City Mgr/HR Dir.


Yvonne Taylor, HR Generalist

DATE: 11-15-13


Connie Folk, Chapter Chairperson


Sherri White, Vice Chapter Chairperson

Letter of Agreement, Reclassification, May 2, 2013

AFSCME Local 998
And
The City of Birmingham

LETTER OF UNDERSTANDING

Position Reclassification

It is hereby agreed by, and between the City of Birmingham (hereinafter referred to as "City") and AFSCME, Local 998 (hereinafter referred to as "Union") as follows:

Whereas, the parties recognize that the position of Secretary A in the Treasurer's office currently held by employee, Ruth Rowland, performs functions and holds responsibilities that are commensurate with the classification of Secretary C, and

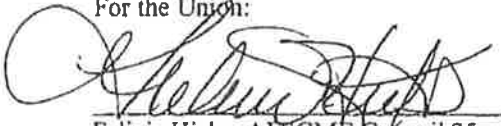
Whereas, the incumbant employee is currently pursuing a Bachelor degree to advance her knoweledge in this position, and


Whereas, the parties have studied this issue in follow up to the recent contract settlement, and

Whereas, the parties hereby agree to reclassify the Secretary A position currently held by employee Ruth Rowland to Secretary C effective July 1, 2013 in conjunction with the new collective bargaining agreement at the rate of \$22.33, and

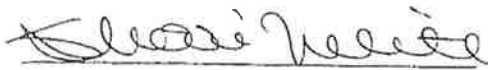
Whereas, the parties further agree this is being done to address a unique circumstance and sets no precedent (and neither party will cite it as such in any forum) for any other situation past, present or future.

For the Union:

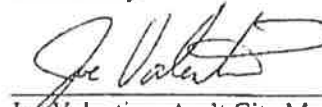

Felicia Hicks, AFSCME Council 25

 5/2/13
Paula Moore, Steward


Connie Folk, Chapter Chairperson


Sherri White, Chapter Vice Chairperson

For the City:

 5-2-13
Joe Valentine, Ass't City Mgr/HR Dir.

 5-2-13
Ashley Jones, HR Intern

DATE: _____

SCHEDULE A

Wage Tables 2023 – 2025

Letter Code: C
Group: Organized Clerical (AFSCME)
Hours: 2080
Effective: 1-Jul-23 4.50%

PAY GRADE POSITION			A	B	C	D	E
			Minimum	6 Months	12 Months	18 Months	30 Months
01		H	\$ 18,3607	19,5520	21,6211	24,0350	24,7143
		W	\$ 734,4260	782,0780	864,8420	961,4000	988,5700
		B	\$ 1,468,8520	1,564,1560	1,729,6840	1,922,8000	1,977,1400
		M	\$ 3,182,5127	3,389,0047	3,747,6487	4,166,0667	4,283,8033
		A	\$ 38,190,1520	40,668,0580	44,971,7840	49,992,8000	51,405,6400
02 Clerk/Typist B Support Staff A		H	\$ 19,0399	20,5701	22,0960	24,6516	25,6130
		W	\$ 761,5960	826,8040	915,8380	986,0620	1,024,5180
		B	\$ 1,523,1920	1,653,6080	1,831,6760	1,972,1240	2,049,0360
		M	\$ 3,300,2493	3,582,8173	3,968,6313	4,272,9353	4,439,5780
		A	\$ 39,602,9920	42,993,8080	47,623,5760	51,275,2240	53,274,9360
02a FT with supplemental training: Clerk/Typist B Support Staff A		H	\$ 19,5624	21,1926	23,4185	25,1741	26,1355
		W	\$ 782,4960	847,7040	936,7380	1,006,9620	1,045,4180
		B	\$ 1,564,9920	1,695,4080	1,873,4760	2,013,9240	2,090,8360
		M	\$ 3,390,8160	3,673,3840	4,059,1980	4,363,5020	4,530,1447
		A	\$ 40,689,7920	44,080,6080	48,710,3760	52,362,0240	54,361,7360
02b PT with supplemental training: Clerk/Typist B Support Staff A		H	\$ 19,3012	20,9314	23,1572	24,9128	25,8742
03		H	\$ 18,7891	21,4967	23,5334	25,1532	26,8356
		W	\$ 751,5640	859,8260	941,3360	1,006,1260	1,073,4240
		B	\$ 1,503,1280	1,719,6520	1,882,6720	2,012,2520	2,146,8480
		M	\$ 3,256,7773	3,725,9127	4,079,1227	4,369,8793	4,651,5040
		A	\$ 39,081,3280	44,710,9520	48,949,4720	52,318,5520	55,818,0480
04 Parking Enfr. Asst. Support Staff B Senior Records Clerk Accounts Payable Clerk		H	\$ 19,6774	21,1196	23,2199	24,8083	26,4281
		W	\$ 787,0940	844,7780	928,7960	992,3320	1,057,1220
		B	\$ 1,574,1880	1,689,5560	1,857,5920	1,984,6640	2,114,2440
		M	\$ 3,410,7407	3,660,7047	4,024,7827	4,300,1053	4,580,8620
		A	\$ 40,928,8880	43,928,4560	48,297,3920	51,601,2640	54,970,3440
04a PT with supplemental training: Parking Enfr. Asst.		H	\$ 19,9385	21,3807	23,4812	25,0696	26,6893
05 Support Staff C Senior Clerk/Cashier		H	\$ 20,3880	21,9341	24,0768	25,6443	27,4835
		W	\$ 815,5180	876,9640	963,0720	1,025,7720	1,099,3400
		B	\$ 1,631,0360	1,753,9280	1,926,1440	2,051,5440	2,198,6800
		M	\$ 3,533,9113	3,800,1773	4,173,3120	4,445,0120	4,763,8067
		A	\$ 42,406,9360	45,602,1280	50,079,7440	53,340,1440	57,165,6800
05a FT with supplemental training: Support Staff C Senior Clerk/Cashier		H	\$ 20,9105	22,4466	24,5993	26,1658	28,0060
		W	\$ 836,4180	897,8640	983,9720	1,046,6720	1,120,2400
		B	\$ 1,672,8360	1,795,7280	1,967,9440	2,093,3440	2,240,4800
		M	\$ 3,624,4780	3,890,7440	4,263,8787	4,535,5787	4,854,3733
		A	\$ 43,493,7360	46,688,9280	51,166,5440	54,426,9440	58,252,4800
06 Office Coordinator		H	\$ 22,4362	24,0037	26,2086	27,8388	29,7198
		W	\$ 897,4460	960,1460	1,048,3440	1,113,5520	1,188,7920
		B	\$ 1,794,8920	1,920,2920	2,096,6880	2,227,1040	2,377,5840
		M	\$ 3,888,9327	4,160,6327	4,542,8240	4,825,3920	5,151,4320
		A	\$ 46,667,1920	49,927,5920	54,513,8880	57,904,7040	61,817,1840
06a FT with supplemental training: Office Coordinator		H	\$ 22,9587	24,5262	26,7311	28,3613	30,2423
		W	\$ 918,3460	981,0460	1,069,2440	1,134,4520	1,209,6920
		B	\$ 1,836,6920	1,962,0920	2,138,4880	2,268,9040	2,419,3840
		M	\$ 3,979,4993	4,251,1993	4,633,3907	4,915,9587	5,241,9987
		A	\$ 47,753,9920	51,014,3920	55,600,6880	58,991,5040	62,903,9840

Letter Code: C
Group: Organized Clerical (AFBGM)
Hours: 2080
Effective: 1-Jul-24 3.50%

PAY GRADE POSITION		A	B	C	D	E
		Minimum	6 Months	12 Months	18 Months	30 Months
01	H \$	19.0033	20.2363	22.3778	24.8762	25.5792
	W \$	760.1309	809.4507	895.1115	995.0490	1023.1700
	B \$	1520.2618	1618.9015	1790.2229	1990.0980	2046.3399
	M \$	3293.9006	3507.6198	3878.8164	4311.8790	4433.7365
	A \$	39526.8073	42091.4380	46545.7964	51742.5480	53204.8374
02 Clerk/Typist B Support Staff A	H \$	19.7063	21.3936	23.6973	25.5144	26.5894
	W \$	788.2519	855.7421	947.8923	1020.5742	1060.3761
	B \$	1576.5037	1711.4843	1895.7847	2041.1483	2120.7523
	M \$	3415.7581	3708.2159	4107.5334	4422.4881	4594.9632
	A \$	40989.0967	44498.5913	49290.4012	53069.8568	55139.5588
02a FT with supplemental training: Clerk/Typist B Support Staff A	H \$	20.2471	21.9343	24.2381	26.0551	27.0502
	W \$	809.8834	877.3736	969.5238	1042.2057	1082.0076
	B \$	1619.7657	1754.7473	1939.0477	2084.4113	2164.0153
	M \$	3509.4946	3801.9524	4201.2699	4516.2246	4688.6997
	A \$	42113.9347	45623.4293	50415.2392	54194.6948	56264.3968
02b PT with supplemental training: Clerk/Typist B Support Staff A	H \$	19.9767	21.6639	23.9677	25.7847	26.7798
03	H \$	19.4467	22.2480	24.3571	26.0335	27.7748
	W \$	777.8687	889.9199	974.2828	1041.3404	1110.9938
	B \$	1555.7375	1779.8398	1948.5655	2082.6808	2221.9877
	M \$	3370.7645	3656.3196	4221.8920	4512.4751	4814.3066
	A \$	40449.1745	46275.8353	50662.7035	54149.7013	57771.6797
04 Parking Enf. Asst. Support Staff B Senior Records Clerk Accounts Payable Clerk	H \$	20.3661	21.8586	24.0326	25.6766	27.3530
	W \$	814.6423	874.3452	961.3039	1027.0636	1094.1213
	B \$	1629.2846	1748.6905	1922.6077	2054.1272	2188.2425
	M \$	3530.1166	3788.8293	4165.6501	4450.6090	4741.1922
	A \$	42361.3991	45465.9520	49987.8007	53407.3082	56894.3060
04a PT with supplemental training: Parking Enf. Asst.	H \$	20.6365	22.1290	24.3030	25.9470	27.6234
05 Support Staff C Senior Clerk/Cashier	H \$	21.1015	22.6914	24.9195	26.5419	28.4454
	W \$	844.0611	907.6577	996.7795	1061.6740	1137.8169
	B \$	1688.1223	1815.3155	1993.5590	2123.3480	2275.6338
	M \$	3657.5982	3933.1835	4319.3779	4600.5874	4830.5399
	A \$	43891.1788	47198.2025	51832.5350	55207.0490	58165.4788
05a FT with supplemental training: Support Staff C Senior Clerk/Cashier	H \$	21.6423	23.2322	25.4603	27.0826	28.9862
	W \$	865.6926	929.2892	1,018.4110	1,083.3055	1,159.4484
	B \$	1,731.3853	1,858.5785	2,036.8220	2,166.6110	2,318.8968
	M \$	3,751.3347	4,026.9200	4,413.1144	4,694.3239	5,024.2764
	A \$	45,016.0168	48,323.0405	52,957.3730	56,331.8870	60,291.3168
06 Office Coordinator	H \$	23.2214	24.8438	27.1259	28.8132	30.7600
	W \$	928.8966	993.7511	1085.0360	1152.5263	1230.3997
	B \$	1857.7132	1987.5022	2170.0721	2305.0526	2460.7994
	M \$	4025.0453	4306.2540	4701.8228	4994.2807	5331.7321
	A \$	48300.5437	51675.0577	56421.8741	59931.3686	63980.7864
06a FT with supplemental training: Office Coordinator	H \$	23.7622	25.3846	27.6667	29.3539	31.3008
	W \$	950.4861	1,015.3826	1,106.6675	1,174.1578	1,252.0312
	B \$	1,900.9762	2,030.7652	2,213.3351	2,348.3156	2,504.0624
	M \$	4,118.7818	4,399.9913	4,795.5593	5,088.0172	5,425.4686
	A \$	49,425.3817	52,799.8957	57,546.7121	61,056.2066	65,105.6234

Letter Code: C
Group: Organized Clerical (AFSCME)
Hours: 2080
Effective: 1-Jul-25 3.50%

PAY GRADE POSITION		A	B	C	D	E
		Minimum	6 Months	12 Months	18 Months	30 Months
01						
	H \$	19,6684	20,9445	23,1610	25,7469	26,4745
	W \$	786,7355	837,7815	926,4404	1,029,8757	1,058,9809
	B \$	1,573,4710	1,675,5630	1,852,8807	2,059,7514	2,117,9618
	M \$	3,409,1871	3,630,3865	4,014,5749	4,462,7948	4,588,9172
	A \$	40,910,2456	43,564,5383	48,174,8993	53,553,5372	55,067,0067
02						
Clerk/Typist B	H \$	20,3960	22,1423	24,5267	26,4074	27,4372
Support Staff A	W \$	815,8407	885,6931	981,0686	1,056,2943	1,097,4893
	B \$	1,631,6814	1,771,3862	1,962,1371	2,112,5885	2,194,9786
	M \$	3,535,3096	3,838,0035	4,251,2971	4,577,2752	4,755,7869
	A \$	42,423,7151	46,056,0420	51,015,5652	54,927,3018	57,069,4433
02a						
FT with supplemental training:	H \$	20,9557	22,7020	25,0964	26,9671	27,9969
Clerk/Typist B	W \$	838,2293	908,0817	1,003,4572	1,078,6829	1,119,8779
Support Staff A	B \$	1,676,4586	1,816,1634	2,006,9143	2,157,3657	2,239,7558
	M \$	3,632,3269	3,935,0208	4,348,3144	4,674,2924	4,852,8042
	A \$	43,587,9234	47,220,2493	52,179,7725	56,091,5092	58,233,6506
02b						
PT with supplemental training:	H \$	20,6759	22,4222	24,8066	26,6872	27,7171
Clerk/Typist B						
Support Staff A						
03						
	H \$	20,1274	23,0267	25,2096	26,9447	28,7470
	W \$	805,0941	921,0671	1,008,3827	1,077,7873	1,149,8786
	B \$	1,610,1883	1,842,1342	2,016,7653	2,155,5745	2,299,7572
	M \$	3,488,7413	3,991,2908	4,369,6582	4,670,4117	4,982,8074
	A \$	41,864,8956	47,895,4896	52,435,8981	56,044,9409	59,793,6885
04						
Parking Ent. Asst.	H \$	21,0789	22,6237	24,8737	26,5753	28,3104
Support Staff B	W \$	843,1548	904,9473	994,9495	1,063,0108	1,132,4155
Senior Records Clerk	B \$	1,686,3095	1,809,8946	1,989,8990	2,126,0217	2,264,8310
Accounts Payable Clerk	M \$	3,653,6707	3,921,4384	4,311,4478	4,606,3803	4,907,1339
	A \$	43,844,0480	47,057,2603	51,737,3737	55,276,5640	58,885,6068
04a						
PT with supplemental training:	H \$	21,3587	22,9035	25,1536	26,8551	28,5902
Parking Ent. Asst.						
05						
Support Staff C	H \$	21,8401	23,4856	25,7917	27,4708	29,4410
Senior Clerk/Cashier	W \$	873,6033	939,4258	1,031,6668	1,098,8326	1,177,6405
	B \$	1,747,2065	1,878,8515	2,063,3336	2,197,6652	2,355,2810
	M \$	3,795,6142	4,070,8450	4,470,5561	4,761,6080	5,103,1088
	A \$	45,427,3700	49,850,1396	53,646,6738	57,139,2958	61,237,3056
05a						
FT with supplemental training:	H \$	22,3998	24,0454	26,3514	28,0305	30,0007
Support Staff C	W \$	895,9919	961,8144	1,054,0554	1,121,2212	1,200,0291
Senior Clerk/Cashier	B \$	1,791,9837	1,923,6287	2,108,1108	2,242,4424	2,400,0582
	M \$	3,882,6314	4,167,8622	4,567,5734	4,858,6253	5,200,1261
	A \$	46,591,5773	50,014,3469	54,810,8811	58,303,5031	62,401,5129
06						
Office Coordinator	H \$	24,0342	25,7133	28,0753	29,8216	31,8366
	W \$	961,3666	1,028,5324	1,123,0123	1,192,8647	1,273,4637
	B \$	1,922,7332	2,057,0648	2,246,0246	2,385,7295	2,546,9274
	M \$	4,165,9219	4,456,9737	4,866,3866	5,169,0805	5,518,3427
	A \$	49,991,0628	53,483,6847	58,396,6397	62,028,9665	66,220,1129
06a						
FT with supplemental training:	H \$	24,5939	26,2730	28,6360	30,3813	32,3963
Office Coordinator	W \$	983,7552	1,050,9210	1,145,4009	1,215,2533	1,295,8523
	B \$	1,967,5104	2,101,8420	2,290,8018	2,430,5067	2,591,7046
	M \$	4,262,9392	4,553,9910	4,963,4039	5,266,0978	5,615,3600
	A \$	51,155,2701	54,647,8921	59,560,8470	63,193,1739	67,384,3203

Letter Code:		M	Organized Technical/Professional (AFSCME)					
Group:		2080						
Hours:		1-Jul-23	4.50%					
Effective:		A	B	C	D	E	F	
PAY GRADE POSITION		Minimum	6 Months	12 Months	18 Months	30 Months	42 Months	
01								
	Comm. Dev. Coordinator	H \$ 23.51	25.51	28.34	30.55	32.23		
	Rec. Coordinator	W \$ 940.50	1,020.34	1,133.62	1,221.81	1,288.11		
	Treasurer's Assistant	B \$ 1,881.00	2,040.68	2,267.23	2,443.63	2,578.22		
	Police Dept. Coord.	M \$ 4,075.50	4,421.46	4,912.34	5,294.53	5,596.15		
	Assessor's Assistant	A \$ 48,906.00	53,057.58	58,948.03	63,534.33	67,033.82		
	Engr. Aide							
	Payroll Coordinator							
02								
		H \$ 24.59	27.03	30.03	32.48	34.28		
		W \$ 983.55	1,081.37	1,201.33	1,288.14	1,371.46		
		B \$ 1,967.11	2,162.73	2,402.68	2,598.29	2,742.82		
		M \$ 4,262.07	4,685.92	5,205.77	5,629.62	5,942.98		
		A \$ 51,144.81	56,231.03	62,488.26	67,555.49	71,315.82		
03								
	Building Inspector	H \$ 28.57	30.80	33.78	34.62	35.42	36.18	
	Plumbing Inspector	W \$ 1,142.81	1,231.85	1,351.39	1,384.83	1,416.60	1,447.12	
	Electrical Inspector	B \$ 2,285.62	2,463.69	2,702.79	2,768.67	2,833.20	2,884.23	
	Engineering Inspector II	M \$ 4,952.19	5,338.00	5,856.04	6,000.95	6,138.61	6,270.84	
	Engineering Specialist	A \$ 58,428.22	64,055.99	70,272.48	72,011.37	73,663.30	75,250.03	
	Sr. Property Appraiser							
05								
	Sr. Engineering Tech.	H \$ 35.03	36.97	39.28	41.36	43.06	44.21	
	Assistant Building Off.	W \$ 1,401.14	1,478.88	1,571.26	1,654.44	1,722.58	1,768.56	
		B \$ 2,802.27	2,957.77	3,142.52	3,308.89	3,445.16	3,537.12	
		M \$ 6,071.59	6,408.50	6,808.80	7,169.26	7,464.50	7,663.75	
		A \$ 72,858.07	76,901.87	81,705.62	86,031.09	89,574.06	91,865.02	

PAY GRADE POSITION	Employee	Rate	3.50%					
			A	B	C	D	E	F
			Minimum	6 Months	12 Months	18 Months	30 Months	42 Months
01								
Comm. Dev. Coordinator	H	\$	24.34	26.40	28.33	31.61	33.36	
Rec. Coordinator	W	\$	873.42	1,056.05	1,173.28	1,264.58	1,334.23	
Treasurer's Assistant	B	\$	1,946.84	2,112.10	2,346.58	2,529.15	2,668.46	
Police Dept. Coord.	M	\$	4,218.14	4,576.22	5,084.27	5,478.84	5,781.87	
Assessor's Assistant	A	\$	50,617.71	54,914.59	61,011.21	65,758.03	69,380.01	
Engr. Aide								
Payroll Coordinator								
02								
	H	\$	25.45	27.98	31.08	33.62	35.49	
	W	\$	1,017.98	1,119.21	1,243.38	1,344.61	1,419.46	
	B	\$	2,035.96	2,238.43	2,486.76	2,688.23	2,838.92	
	M	\$	4,411.24	4,849.93	5,397.97	5,826.66	6,150.99	
	A	\$	52,934.88	58,199.12	64,855.89	69,819.93	73,811.87	
03								
Building Inspector	H	\$	29.57	31.87	34.97	35.83	36.65	37.44
Plumbing Inspector	W	\$	1,182.81	1,274.96	1,398.69	1,433.30	1,466.18	1,497.77
Electrical Inspector	B	\$	2,365.62	2,549.92	2,787.39	2,866.61	2,932.37	2,985.53
Engineering Inspector II	M	\$	5,125.51	5,524.83	6,061.00	6,210.98	6,353.46	6,490.32
Engineering Specialist	A	\$	61,508.14	66,287.95	72,732.03	74,531.77	76,241.52	77,883.78
Sr. Property Appraiser								
05								
Sr. Engineering Tech.	H	\$	36.25	38.27	40.68	42.81	44.57	45.76
Assistant Building Off.	W	\$	1,450.18	1,630.64	1,826.26	1,712.35	1,782.87	1,830.46
	B	\$	2,900.35	3,081.29	3,252.51	3,424.70	3,565.74	3,660.92
	M	\$	6,284.09	6,632.79	7,047.11	7,420.18	7,725.76	7,931.98
	A	\$	75,409.14	79,593.54	84,565.32	89,042.18	92,709.15	95,183.78

Letter Code: M		Organized Technical/Professional (AFSCME)					
Group: 2080		1-Jul-25 3.50%					
Effective:		A B C D E F					
PAY GRADE POSITION		Minimum 6 Months 12 Months 18 Months 30 Months 42 Months					
01							
	Comm. Dev. Coordinator	H \$ 25.19	27.33	30.36	32.72	34.52	
	Rec. Coordinator	W \$ 1,007.46	1,093.01	1,214.36	1,308.84	1,380.93	
	Treasurer's Assistant	B \$ 2,014.97	2,186.02	2,428.72	2,617.68	2,761.86	
	Police Dept. Coord.	M \$ 4,365.78	4,736.38	5,262.22	5,671.63	5,984.03	
	Assessor's Assistant	A \$ 52,388.33	56,836.60	63,146.61	68,059.56	71,806.31	
	Engr. Aide						
	Payroll Coordinator						
02							
		H \$ 26.34	28.96	32.17	34.78	36.73	
		W \$ 1,053.61	1,158.39	1,286.90	1,391.68	1,486.14	
		B \$ 2,107.22	2,316.77	2,573.79	2,783.35	2,938.28	
		M \$ 4,565.63	5,019.67	5,576.55	6,030.59	6,366.27	
		A \$ 54,787.60	60,236.09	66,918.64	72,367.13	76,395.28	
03							
	Building Inspector	H \$ 30.61	32.99	36.19	37.09	37.94	38.75
	Plumbing Inspector	W \$ 1,224.21	1,319.58	1,447.65	1,483.47	1,517.50	1,550.19
	Electrical Inspector	B \$ 2,448.42	2,639.17	2,896.28	2,986.94	3,035.00	3,100.37
	Engineering Inspector II	M \$ 5,304.90	5,718.20	6,273.14	6,428.36	6,575.83	6,717.48
	Engineering Specialist	A \$ 63,658.86	68,618.38	75,277.65	77,140.38	78,908.97	80,608.72
	Sr. Property Appraiser						
05							
	Sr. Engineering Tech.	H \$ 37.52	39.61	42.08	44.31	46.13	47.36
	Assistant Building Off.	W \$ 1,500.93	1,594.22	1,693.18	1,772.28	1,845.27	1,894.52
		B \$ 3,001.86	3,188.44	3,386.35	3,544.58	3,690.54	3,788.05
		M \$ 6,504.04	6,964.94	7,293.76	7,679.89	7,996.16	8,208.60
		A \$ 78,048.48	82,379.31	87,525.11	92,158.65	95,953.97	98,515.22

SCHEDULE B Optical Insurance



**Blue Cross
Blue Shield
of Michigan**

A nonprofit corporation and independent licensee
of the Blue Cross and Blue Shield Association

CITY OF BIRMINGHAM
0070511000003 - 07M0L
Effective Date: 01/01/2023

Vision Coverage

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. VSP is an independent company providing vision benefit services for Blues members. To find a VSP doctor, call 1-800-877-7195 or log on to the VSP Website at vsp.com.

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both.

Member's responsibility (copays)

Benefits	VSP network doctor	Non-VSP provider
Eye exam	\$5 copay	\$5 copay applies to charge
Prescription glasses (lenses and/or frames)	Combined \$10 copay	Member responsible for difference between approved amount and provider's charge, after \$10 copay
Medically necessary contact lenses	\$10 copay	Member responsible for difference between approved amount and provider's charge, after \$10 copay
Note: No copay is required for prescribed contact lenses that are not medically necessary.		

Eye exam

Benefits	VSP network doctor	Non-VSP provider
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	\$5 copay	Reimbursement up to \$50 less \$5 copay (member responsible for any difference)
One eye exam in any period of 12 consecutive months		

Lenses and frames

Benefits	VSP network doctor	Non-VSP provider
Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary.	\$10 copay (one copay applies to both lenses and frames)	Reimbursement up to approved amount based on lens type less \$10 copay (member responsible for any difference)
One pair of lenses, with or without frames, in any period of 12 consecutive months		

ADM PLANYR JAN;BLUE VISION;BVFL

Benefits	VSP network doctor	Non-VSP provider
Standard frames	\$130 allowance that is applied toward frames (member responsible for any cost exceeding the allowance) less \$10 copay (one copay applies to both frames and lenses)	Reimbursement up to \$70 less \$10 copay (member responsible for any difference)
<p>Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.</p> <p>One frame in any period of 12 consecutive months</p>		

Contact Lenses		
Benefits	VSP network doctor	Non-VSP provider
Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	\$10 copay	Reimbursement up to \$210 less \$10 copay (member responsible for any difference)
	Contact lenses up to the allowance in any period of 12 consecutive months	
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	\$130 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	\$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
	Contact lenses up to the allowance in any period of 12 consecutive months	

ADM PLANYR JAN;BLUE VISION;BVFL

SCHEDULE C Dental Insurance



**Blue Cross
Blue Shield
of Michigan**

A nonprofit corporation and independent licensee
of the Blue Cross and Blue Shield Association

CITY OF BIRMINGHAM
0070511000009 - 09LYZ
Effective Date: 01/01/2023

Dental Coverage

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Coverage determination: Claims are subject to dental necessity verification and availability of dental benefits when they are processed, as well as the terms and conditions of the applicable BCBSM certificates and riders.

Network access information

With Blue Dental PPO, members can choose any licensed dentist anywhere. However, they'll save the most money when they choose a dentist who is a member of the Blue Dental PPO network.

Blue Dental PPO network: Blue Dental members have unmatched access to PPO (in-network) dentists through the Blue Dental PPO network, which offers more than 535,000 dentist locations* nationwide. PPO dentists agree to accept our approved amount as full payment for covered services, and members pay only their applicable coinsurance and deductible amounts. Members also receive discounts on noncovered services when they use PPO dentists (in states where permitted by law). To find a PPO dentist near you, please visit mibluedentist.com or call 1-888-826-8152.

**A dentist location is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two offices is two dentist locations.*

Blue Par Select™ arrangement: Most non-PPO(out-of-network) dentists accept our Blue Par Select arrangement, which means they participate with the Blues on a "per claim" basis. Members should ask their dentists if they participate with BCBSM before every treatment. Blue Par Select dentists accept our approved amount as full payment for covered services, and members pay only applicable coinsurance and deductibles. To find a dentist who may participate with BCBSM, please visit mibluedentist.com.

Note: Members who go to nonparticipating dentists are responsible for any difference between our approved amount and the dentist's charge.

Eligibility information

Member	Eligibility Criteria
Dependents	<ul style="list-style-type: none"> Subscriber's legal spouse Dependent children, related to you by birth, marriage, legal adoption or legal guardianship, eligible for dental coverage through the end of the calendar year in which they turn age 26, provided all eligibility requirements are met

Member's responsibility (deductible, coinsurance and dollar maximums)

Benefits	In-network	Out-of-network
Deductible	None	None
Coinsurance (percentage of BCBSM's approved amount for covered services)	20%	20%
• Class I services		

ADM PLAN9R JAN;BLUE DENTAL;DO-AO;DO-BM-\$1500;DO-IN-C1-C20%;DO-IN-C2-C20%;DO-IN-C3-C40%;DO-IN-C4-C50%;DO-NP-C3-C40%;DO-NP-C4-C50%;DO-OLM-\$2500;DO-ON-C1-C20%;DO-ON-C2-C20%;DO-PPO

Benefits	In-network	Out-of-network
• Class II services	20%	20%
• Class III services	40%	40%
• Class IV services	50%	50%
Dollar maximums	\$1,500 per member	
• Annual maximum for Class I, II and III services		
• Lifetime maximum for Class IV services	\$2,500 per member	

Class I services

Benefits	In-network	Out-of-network
Oral exams	80% of approved amount	80% of approved amount
	Note: Twice per calendar year	
A set (up to 4 films) of bitewing x-rays	80% of approved amount	80% of approved amount
	Note: Twice per calendar year	
Panoramic or full-mouth x-rays	80% of approved amount	80% of approved amount
	Note: Once every 60 months	
Prophylaxis (cleaning)	80% of approved amount	80% of approved amount
	Note: Twice per calendar year	
Sealants - for members age 19 and younger	80% of approved amount	80% of approved amount
	Note: Once per tooth in any 36 consecutive months when applied to the first and second permanent molars	
Emergency palliative treatment	80% of approved amount	80% of approved amount
Fluoride treatments	80% of approved amount	80% of approved amount
	Note: Two per calendar year	
Space maintainers - missing posterior (back) primary teeth - for members 18 and younger	80% of approved amount	80% of approved amount
	Note: Once per quadrant per lifetime	

Class II services

Benefits	In-network	Out-of-network
Fillings - permanent (adult) teeth	80% of approved amount	80% of approved amount
	Note: Replacement fillings covered after 24 months or more after initial filling	
Fillings - primary (child) teeth	80% of approved amount	80% of approved amount
	Note: Replacement fillings covered after 12 months or more after initial filling	
Crowns, onlays, inlays, and veneer restorations - permanent teeth - for members age 12 and older	80% of approved amount	80% of approved amount
	Note: Once every 60 months per tooth	
Recementation of crowns, veneers, inlays, onlays and bridges	80% of approved amount	80% of approved amount
	Note: Three times per tooth per calendar year after six months from original restoration	
Oral surgery	80% of approved amount	80% of approved amount
ADM PLANYR JAN;BLUE DENTAL;DO-AO;DO-BM-\$1500;DO-IN-C1-C20%;DO-IN-C2-C20%;DO-IN-C3-C40%;DO-IN-C4-C50%;DO-NP-C3-C40%;DO-NP-C4-C50%;DO-OLM-\$2500;DO-ON-C1-C20%;DO-ON-C2-C20%;DO-PPO		

Benefits	In-network	Out-of-network
Root canal treatment	80% of approved amount	80% of approved amount
Note: Once per tooth per lifetime		
Scaling and root planing	80% of approved amount	80% of approved amount
Note: Once every 24 months per quadrant		
Limited occlusal adjustments	80% of approved amount	80% of approved amount
Note: Limited occlusal adjustments covered up to five times in any 60 consecutive months		
Occlusal biteguards	80% of approved amount	80% of approved amount
Note: Once every 12 months		
General anesthesia or IV sedation	80% of approved amount	80% of approved amount
Note: When medically necessary and performed with oral surgery		
Repairs and adjustments of a partial or complete denture	80% of approved amount	80% of approved amount
Note: Six months or more after denture is delivered		
Relining or rebasing of a partial or complete denture	80% of approved amount	80% of approved amount
Note: Once per arch in any 36 consecutive months		
Tissue conditioning	80% of approved amount	80% of approved amount
Note: Once per arch in any 36 consecutive months		

Class III services

Benefits	In-network	Out-of-network
Removable dentures (complete and partial)	60% of approved amount	60% of approved amount
Note: Once every 60 months		
Bridges (fixed partial dentures) - for members age 16 and older	60% of approved amount	60% of approved amount
Note: Once every 60 months		
Endosteal implants - for members age 16 or older who are covered at the time of the actual implant placement	60% of approved amount	60% of approved amount
Note: Once per tooth per lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31		

Class IV services

Benefits	In-network	Out-of-network
Minor treatment for tooth guidance appliances	50% of approved amount	50% of approved amount
Minor treatment to control harmful habits	50% of approved amount	50% of approved amount
Interceptive and comprehensive orthodontic treatment	50% of approved amount	50% of approved amount
Post-treatment stabilization	50% of approved amount	50% of approved amount
Cephalometric film (skull) and diagnostic photos	50% of approved amount	50% of approved amount

Note: For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination **before** treatment begins.

ADM PLAN YR JAN;BLUE DENTAL;DO-AO;DO-BM-\$1500;DO-IN-C1-C20%;DO-IN-C2-C20%;DO-IN-C3-C40%;DO-IN-C4-C50%;DO-NP-C3-C40%;DO-NP-C4-C50%;DO-OLM-\$2500;DO-ON-C1-C20%;DO-ON-C2-C20%;DO-PPO

SCHEDULE D
Active Full Time Employees And Retirees
Under Age 65 Health Care Benefits



CITY OF BIRMINGHAM ACTIVE
0070511000004 - 0B03G
Effective Date: 07/01/2023

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Preauthorization for Select Services - Services listed in this BAAG are covered when provided in accordance with Certificate requirements and, when required, are preauthorized or approved by BCBSM except in an emergency.

Note: A list of services that require approval **before** they are provided is available online at bcbsm.com/importantinfo. Select **Approving covered services**.

Pricing information for various procedures by in-network providers can be obtained by calling the customer service number listed on the back of your BCBSM ID card and providing the procedure code. Your provider can also provide this information upon request.

Preauthorization for Specialty Pharmaceuticals - BCBSM will pay for FDA-approved specialty pharmaceuticals that meet BCBSM's medical policy criteria for treatment of the condition. The prescribing physician must contact BCBSM to request preauthorization of the drugs. **If preauthorization is not sought, BCBSM will deny the claim and all charges will be the member's responsibility.**

Specialty pharmaceuticals are biotech drugs including high cost infused, injectable, oral and other drugs related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include medications to treat asthma, rheumatoid arthritis, multiple sclerosis, and many other diseases as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

Blue Cross provides administrative claims services only. Your employer or plan sponsor is financially responsible for claims.

ADM PLAN/YR JAN;ASC MOD 10704MED;ASC MOD 10707DRG;CB ASC;CB-AMB ASC;CB-ECM-IN\$500AS;CB-ECM-ON \$1K A;CB-ET \$100 ASC;CB-MTC \$20 ASC;CB-OPMIN 4K ASC;CB-OPMON 6K ASC;CB-OV \$20 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD \$1K-ON ASC;CBD \$500-IN ASC;CDH-FSA-DC-FSA;DP-SOG ASC;HEQ;PDRX ASC;PD TFC153060R KCM

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Eligibility Information

Members	Eligibility Criteria
Dependents	<ul style="list-style-type: none"> Subscriber's legal spouse, same or opposite gender domestic partner eligible for coverage under the subscriber's contract Dependent children: related to you by birth, marriage, legal adoption or legal guardianship, including eligible children of your same or opposite gender domestic partner; eligible for coverage through the end of the calendar year in which they turn age 26.

Member's responsibility (deductibles, copays, coinsurance and dollar maximums)

Benefits	In-network	Out-of-network
Deductible	<p>\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year</p> <p>Note: Deductible may be waived for covered services performed in an in-network physician's office and for covered mental health and substance use disorder services that are equivalent to an office visit and performed in an in-network physician's office.</p>	<p>\$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year</p> <p>Note: Out-of-network deductible amounts also count toward the in-network deductible.</p>
Flat-dollar copays	<ul style="list-style-type: none"> \$20 copay for office visits and office consultations \$20 copay for medical online visits \$20 copay for chiropractic and osteopathic manipulative therapy \$100 copay for emergency room visits \$20 copay for urgent care visits 	<ul style="list-style-type: none"> \$100 copay for emergency room visits
Coinsurance amounts (percent copays)	<ul style="list-style-type: none"> 30% of approved amount for private duty nursing care 20% of approved amount for mental health care and substance use disorder treatment 20% of approved amount for most other covered services (coinsurance waived for covered services performed in an in-network physician's office) 	<ul style="list-style-type: none"> 50% of approved amount for private duty nursing care 40% of approved amount for mental health care and substance use disorder treatment 40% of approved amount for most other covered services
Note: Coinsurance amounts apply once the deductible has been met.		
Annual coinsurance maximums - applies to coinsurance amounts for all covered services - but does not apply to deductibles, flat-dollar copays, private duty nursing care coinsurance amounts and prescription drug cost-sharing amounts	<p>\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year</p>	<p>\$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year</p> <p>Note: Out-of-network coinsurance amounts also count toward the in-network coinsurance maximum.</p>

ADM PLAN YR JAN; ASCMOD 10704MED; ASCMOD 10707DRG; CB ASC; CB-AMB ASC; CB-ECM-IN\$500AS; CB-ECM-ON \$1K A; CB-ET \$100 ASC; CB-MTC \$20 ASC; CB-OPMIN 4K ASC; CB-OPMON 6K ASC; CB-OV \$20 ASC; CBC 20%-IN ASC; CBC 40%-ON ASC; CBD \$1K-ON ASC; CBD \$500-IN ASC; CDH-FSA-DC-FSA; DP-SOG ASC; HEQ; PDRX ASC; PDTC153060RXC

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association. Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Page 2 of 11

000018826855

Benefits	In-network	Out-of-network
Annual out-of-pocket maximums - applies to deductibles, flat-dollar copays and coinsurance amounts for all covered services - including cost-sharing amounts for prescription drugs, if applicable	\$4,000 for one member, \$8,000 for the family (when two or more members are covered under your contract) each calendar year	\$6,000 for one member, \$12,000 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network cost-sharing amounts also count toward the in-network out-of-pocket maximum.
Lifetime dollar maximum	None	

Preventive care services		
Benefits	In-network	Out-of-network
Health maintenance exam - includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year Note: Additional well-women visits may be allowed based on medical necessity.	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), two per member per calendar year Note: Additional well-women visits may be allowed based on medical necessity.	Not covered
Pap smear screening - laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Voluntary sterilization for females	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Prescription contraceptive devices - includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)	100% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) <ul style="list-style-type: none"> • 8 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit 	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered

ADM PLAN YR JAN; ASCMOD 10704MED; ASCMOD 10707DRG; CB ASC; CB-AMB ASC; CB-ECM-IN\$500AS; CB-ECM-ON \$1K A; CB-ET \$100 ASC; CB-MTC \$20 ASC; CB-OPMIN 4K ASC; CB-OPMON 6K ASC; CB-OV \$20 ASC; CBC 20%-IN ASC; CBC 40%-ON ASC; CBD \$1K-ON ASC; CBD \$500-IN ASC; CDH-FSA-DC-FSA; DP-SOG ASC; HEQ; PDRX ASC; PDTTC163060RXCM

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association. Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Page 3 of 11

000018826855

Benefits	In-network	Out-of-network
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and coinsurance, if applicable. One per member per calendar year	60% after out-of-network deductible Note: Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
Colonoscopy - routine or medically necessary	100% (no deductible or copay/coinsurance) for the first billed colonoscopy Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and coinsurance, if applicable. One per member per calendar year	60% after out-of-network deductible

Physician office services

Benefits	In-network	Out-of-network
Office visits - must be medically necessary	\$20 copay per office visit	60% after out-of-network deductible
Online visits - by physician must be medically necessary Note: Online visits by a vendor are not covered. Not all services delivered virtually are considered an online visit, but may be considered telemedicine. Telemedicine services will be subject to the applicable cost share associated with the service provided.	\$20 copay per online visit	60% after out-of-network deductible
Outpatient and home medical care visits - must be medically necessary	80% after in-network deductible	60% after out-of-network deductible
Office consultations - must be medically necessary	\$20 copay per office consultation	60% after out-of-network deductible
Urgent care visits - must be medically necessary	\$20 copay per urgent care visit	60% after out-of-network deductible

Emergency medical care

Benefits	In-network	Out-of-network
Hospital emergency room	\$100 copay per visit (copay waived if admitted or for an accidental injury)	\$100 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services - must be medically necessary	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)

ADM PLAN/YR JAN;ASCMOD 10704MED;ASCMOD 10707DRG;CB ASC;CB-AMB ASC;CB-ECM-IN\$500AS;CB-ECM-ON \$1K A;CB-ET \$100 ASC;CB-MTC \$20 ASC;CB-OPMIN 4K ASC;CB-OPMON 6K ASC;CB-OV \$20 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD \$1K-ON ASC;CBD \$500-IN ASC;CDH-FSA-DC-FSA;DP-SOG ASC;HEQ;PDRX ASC;PDTTC163060RXCM

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association. Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Page 4 of 11

000018826855

Diagnostic services

Benefits	In-network	Out-of-network
Laboratory and pathology services	80% after in-network deductible	60% after out-of-network deductible
Diagnostic tests and x-rays	80% after in-network deductible	60% after out-of-network deductible
Therapeutic radiology	80% after in-network deductible	60% after out-of-network deductible

Maternity services provided by a physician or certified nurse midwife

Benefits	In-network	Out-of-network
Prenatal care visits	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Postnatal care visit	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Delivery and nursery care	80% after in-network deductible	60% after out-of-network deductible

Hospital care

Benefits	In-network	Out-of-network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	80% after in-network deductible	60% after out-of-network deductible
Unlimited days		
Note: Nonemergency services must be rendered in a participating hospital.		
Inpatient consultations	80% after in-network deductible	60% after out-of-network deductible
Chemotherapy	80% after in-network deductible	60% after out-of-network deductible

Alternatives to hospital care

Benefits	In-network	Out-of-network
Skilled nursing care - must be in a participating skilled nursing facility	100% (no deductible or copay/coinsurance) Limited to a maximum of 270 days per member, per calendar year	100% (no deductible or copay/coinsurance)
Hospice care	100% (no deductible or copay/coinsurance) Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a participating hospice program only ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	100% (no deductible or copay/coinsurance)
Home health care: <ul style="list-style-type: none"> • must be medically necessary • must be provided by a participating home health care agency • limited to a maximum of 270 visits per member per calendar year 	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)

ADM PLAN YR JAN; ASCMOD 10704MED; ASCMOD 10707DRG; CB ASC; CB-AMB ASC; CB-ECM-IN\$500AS; CB-ECM-ON \$1K A; CB-ET \$100 ASC; CB-MTC \$20 ASC; CB-OPMIN 4K ASC; CB-OPMON 6K ASC; CB-OV \$20 ASC; CBC 20%-IN ASC; CBC 40%-ON ASC; CBD \$1K-ON ASC; CBD \$500-IN ASC; CDH-FSA-DC-FSA; DP-SOG ASC; HEQ; PDRX ASC; PDTTC153060RXCM

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association. Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Benefits	In-network	Out-of-network
Infusion therapy: <ul style="list-style-type: none"> • must be medically necessary • must be given by a participating Home Infusion Therapy (HIT) provider or in a participating freestanding Ambulatory Infusion Center (AIC) • may use drugs that require preauthorization - consult with your doctor 	80% after in-network deductible	80% after in-network deductible

Surgical services		
Benefits	In-network	Out-of-network
Surgery - includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	80% after in-network deductible	60% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Voluntary sterilization for males	80% after in-network deductible	60% after out-of-network deductible
Note: For voluntary sterilizations for females, see "Preventive care services."		
Voluntary abortions	80% after in-network deductible	60% after out-of-network deductible

Human organ transplants		
Benefits	In-network	Out-of-network
Specified human organ transplants - must be in a designated facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance) - in designated facilities only
Bone marrow transplants - must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	60% after out-of-network deductible
Specified oncology clinical trials	80% after in-network deductible	60% after out-of-network deductible
Note: BCBSM covers clinical trials in compliance with PPACA.		
Kidney, cornea and skin transplants	80% after in-network deductible	60% after out-of-network deductible

Behavioral Health Services (Mental Health and Substance Use Disorder)

Note: Some mental health and substance use disorder services are considered by BCBSM to be comparable to an office visit or medical online visit. When a mental health or substance use disorder service is considered by BCBSM to be comparable to an office visit or medical online visit, we will process the claim under your office visit or medical online visit benefit.

Benefits	In-network	Out-of-network
Inpatient mental health care and inpatient substance use disorder treatment	80% after in-network deductible	60% after out-of-network deductible
		Unlimited days
Residential psychiatric treatment facility:	80% after in-network deductible	60% after out-of-network deductible
<ul style="list-style-type: none"> • covered mental health services must be performed in a residential psychiatric treatment facility • treatment must be preauthorized • subject to medical criteria 		

ADM PLAN YR JAN; ASCMOD 10704MED; ASCMOD 10707DRG; CB ASC; CB-AMB ASC; CB-ECM-IN\$500AS; CB-ECM-ON \$1K A; CB-ET \$100 ASC; CB-MTC \$20 ASC; CB-OPMIN 4K ASC; CB-OPMON 6K ASC; CB-OV \$20 ASC; CBC 20%-IN ASC; CBC 40%-ON ASC; CBD \$1K-ON ASC; CBD \$500-IN ASC; CDH-FSA-DC-FSA; DP-SOG ASC; HEQ; PDRX ASC; PDTTC163060RXCM

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association. Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specially are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Benefits	In-network	Out-of-network
Outpatient mental health care:		
• Facility and clinic	80% after in-network deductible	80% after in-network deductible in participating facilities only
• Online visits	\$20 copay per online visit	60% after out-of-network deductible
Note: Online visits by a vendor are not covered.		
• Physician's office	80% after in-network deductible	60% after out-of-network deductible
Outpatient substance use disorder treatment - in approved facilities only	80% after in-network deductible	60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Autism spectrum disorders, diagnoses and treatment

Benefits	In-network	Out-of-network
Applied behavior analysis (ABA) treatment - when rendered by an approved licensed behavior analyst - subject to preauthorization	80% after in-network deductible	80% after in-network deductible
Note: Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.		
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	80% after in-network deductible	60% after out-of-network deductible
	Physical, speech and occupational therapy with an autism diagnosis is unlimited	
Other covered services, including mental health services, for autism spectrum disorder	80% after in-network deductible	60% after out-of-network deductible

Other covered services

Benefits	In-network	Out-of-network
Outpatient Diabetes Management Program (ODMP)	<ul style="list-style-type: none"> 80% after in-network deductible for diabetes medical supplies 100% (no deductible or copay/coinsurance) for diabetes self-management training 	60% after out-of-network deductible
Note: Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider.		
Note: When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.		
Allergy testing and therapy	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	\$20 copay per visit	60% after out-of-network deductible
	Limited to a combined 24-visit maximum per member per calendar year	

ADM PLAN/YR JAN; ASCMOD 10704MED; ASCMOD 10707DRG; CB ASC; CB-AMB ASC; CB-ECM-IN\$500AS; CB-ECM-ON \$1K A; CB-ET \$100 ASC; CB-MTC \$20 ASC; CB-OPMIN 4K ASC; CB-OPMON 6K ASC; CB-QV \$20 ASC; CBC 20%-IN ASC; CBC 40%-ON ASC; CBD \$1K-ON ASC; CBD \$500-IN ASC; CDH-FSA-DC-FSA; DP-SOG ASC; HEQ; PDRX ASC; PDTC153060RXCM

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association. Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Page 7 of 11

000018826855

Benefits	In-network	Out-of-network
Outpatient physical, speech and occupational therapy - provided for rehabilitation	80% after in-network deductible	60% after out-of-network deductible Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined 60-visit maximum per member per calendar year	
Durable medical equipment	80% after in-network deductible	80% after in-network deductible
Note: DME items required under the preventive benefit provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of preventive DME items that PPACA requires to be covered at 100%, call BCBSM.		
Prosthetic and orthotic appliances	80% after in-network deductible	80% after in-network deductible
Private duty nursing care	70% after in-network deductible	50% after out-of-network deductible

ADM PLANYR JAN;ASCMOD 10704MED;ASCMOD 10707DRG;CB ASC;CB-AMB ASC;CB-ECM-IN\$500AS;CB-ECM-ON \$1K A;CB-ET \$100 ASC;CB-MTC \$20 ASC;CB-OPMIN 4K ASC;CB-OPMON 6K ASC;CB-OV \$20 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD \$1K-ON ASC;CBD \$500-IN ASC;CDH-FSA-DC-FSA;DP-SOG ASC;HEQ;PDRX ASC;PDTC153060RXCM

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association. Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specially are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

BCBSM Preferred RX Program

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay/coinsurance. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Specialty Pharmaceutical Drugs - The mail order pharmacy for specialty drugs is AllianceRx Walgreens Pharmacy, an independent company. Specialty prescription drugs (such as Enbrel® and Humira®) are used to treat complex conditions such as rheumatoid arthritis, multiple sclerosis and cancer. These drugs require special handling, administration or monitoring. AllianceRx Walgreens Pharmacy will handle mail order prescriptions only for specialty drugs while many in-network retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to the OptumRx home delivery pharmacy. (OptumRx is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at bcbsm.com/pharmacy. If you have any questions, please call AllianceRx Walgreens Pharmacy customer service at 1-866-515-1355.

We will not pay for more than a 30-day supply of a covered prescription drug that BCBSM defines as a "specialty pharmaceutical" whether or not the drug is obtained from a 90-Day Retail Network provider or mail-order provider. We may make exceptions if a member requires more than a 30-day supply. BCBSM reserves the right to limit the quantity of select specialty drugs to no more than a 15-day supply for each fill. Your copay/coinsurance will be reduced by one-half for each fill once applicable deductibles have been met.

Select Controlled Substance Drugs - BCBSM will limit the initial fill of select controlled substances to a 5-day supply. Additional fills for these medications will be limited to no more than a 30-day supply. The controlled substances affected by this prescription drug requirement are available online at bcbsm.com/pharmacy.

Member's responsibility (copays and coinsurance amounts)

Note: Your prescription drug copays and coinsurance amounts, including mail order copay and coinsurance amounts, are subject to the **same** annual out-of-pocket maximum required under your medical coverage. The following prescription drug expenses will not apply to your annual out-of-pocket maximum.

- any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand-name drug
- the 25% member liability for covered drugs obtained from an out-of-network pharmacy

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Generic or select prescribed over-the-counter drugs	1 to 30-day period	You pay \$15 copay	You pay \$15 copay	You pay \$15 copay	You pay \$15 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay \$30 copay	No coverage	No coverage
	84 to 90-day period	You pay \$30 copay	You pay \$30 copay	No coverage	No coverage
Preferred brand-name drugs	1 to 30-day period	You pay \$30 copay	You pay \$30 copay	You pay \$30 copay	You pay \$30 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay \$60 copay	No coverage	No coverage
	84 to 90-day period	You pay \$60 copay	You pay \$60 copay	No coverage	No coverage
Nonpreferred brand-name drugs	1 to 30-day period	You pay \$50 copay	You pay \$50 copay	You pay \$50 copay	You pay \$50 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay \$100 copay	No coverage	No coverage
	84 to 90-day period	You pay \$100 copay	You pay \$100 copay	No coverage	No coverage

ADM PLAN YR JAN; ASCMOD 10704MED; ASCMOD 10707DRG; CB ASC; CB-AMB ASC; CB-ECM-IN\$500AS; CB-ECM-ON \$1K A; CB-ET \$100 ASC; CB-MTC \$20 ASC; CB-OPMIN 4K ASC; CB-OPMON 6K ASC; CB-OV \$20 ASC; CBC 20%-IN ASC; CBC 40%-ON ASC; CBD \$1K-ON ASC; CBD \$500-IN ASC; CDH-FSA-DC-FSA; DP-SOG ASC; HEQ; PDRX ASC; PDDTC153060RXCM

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law. They are identified by BCBSM as select prescription drugs. A prescription for the select OTC drug is required from the member's physician. In some cases, over-the-counter drugs may need to be tried before BCBSM will approve use of other drugs.

* BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

Covered services				
Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved drugs	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
Prescribed over-the-counter drugs - when covered by BCBSM	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
State-controlled drugs	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
FDA-approved generic and select brand-name prescription preventive drugs, supplements and vitamins as required by PPACA	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount
Other FDA-approved brand-name prescription preventive drugs, supplements and vitamins as required by PPACA	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
Adult and childhood select preventive immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% of approved amount	No coverage	100% of approved amount	75% of approved amount
FDA-approved generic and select brand-name prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount
Other FDA-approved brand-name prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	75% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug
Note: Needles and syringes have no copay/coinsurance.				

ADM PLAN YR JAN; ASCMOD 10704MED; ASCMOD 10707DRG; CB ASC; CB-AMB ASC; CB-ECM-IN\$500AS; CB-ECM-ON \$1K A; CB-ET \$100 ASC; CB-MTC \$20 ASC; CB-OPMIN 4K ASC; CB-OPMON 6K ASC; CB-OV \$20 ASC; CBC 20%-IN ASC; CBC 40%-ON ASC; CBD \$1K-ON ASC; CBD \$500-IN ASC; CDH-FSA-DC-FSA; DP-SOG ASC; HEQ; PDRX ASC; PDTTC153060RXCM

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Select diabetic supplies and devices (test strips, lancets and glucometers)	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance

For a list of diabetic supplies available under the pharmacy benefit refer to your BCBSM drug list at BCBSM.com/pharmacy.

* BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

Features of your prescription drug plan

Custom Drug List	<p>A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the drug list is to provide members with the greatest therapeutic value at the lowest possible cost.</p> <ul style="list-style-type: none"> • Generic drug tier - This tier includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay/coinsurance, making them the most cost-effective option for the treatment. • Preferred brand-name drug tier - This tier includes non-specialty preferred brand-name drugs. These drugs are more expensive than generic and members pay more for them. • Nonpreferred brand-name drug tier - This tier includes non-specialty brand-name drugs for which there's either a generic alternative or a more cost-effective preferred brand-name drug available. Members pay more for these nonpreferred brand-name drugs.
Prior authorization/step therapy	<p>A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. Step Therapy, an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at bcbsm.com/pharmacy.</p>
Mandatory maximum allowable cost drugs	<p>If your prescription is filled by an in-network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you MUST pay the difference in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug plus your applicable copay/coinsurance regardless of whether you or your physician requests the brand-name drug. Exception: If your physician requests and receives authorization for a nonpreferred brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay/coinsurance.</p> <p>Note: This MAC difference will not be applied toward your annual in-network deductible, your annual coinsurance, or your annual out-of-pocket maximum, if applicable.</p>
Quantity limits	<p>To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.</p>

ADM PLANYR JAN;ASCMOD 10704MED;ASCMOD 10707DRG;CB ASC;CB-AMB ASC;CB-ECM-IN\$500AS;CB-ECM-ON \$1K A;CB-ET \$100 ASC;CB-MTC \$20 ASC;CB-OPMIN 4K ASC;CB-OPMON 6K ASC;CB-OV \$20 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD \$1K-ON ASC;CBD \$500-IN ASC;CDH-FSA-DC-FSA;DP-SOG ASC;HEQ;PDRX ASC;PDTC153060RXCM

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.