

AGREEMENT
BETWEEN
THE CITY OF BIRMINGHAM
AND
THE BIRMINGHAM POLICE OFFICERS ASSOCIATION
AFFILIATED WITH
MICHIGAN ASSOCIATION OF POLICE



July 1, 2022 – June 30, 2025

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AGREEMENT

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

ARTICLE 1 **RECOGNITION**

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

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

ARTICLE 2 **NON-DISCRIMINATION FOR UNION ACTIVITIES**

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

ARTICLE 3 **DUES AND DEDUCTION**

3.1: The Employer shall deduct from the wages of each officer Association dues/service fees in the amount as prescribed by the Association. As per MCL 408.477, these deductions shall be made by the Employer automatically for those already in the Association and each time an officer is placed in the Association or returns from a leave of absence. This will be done according to the above law without the need of authorizations by the individual officer as long as the officer is receiving a paycheck from the City.

3.2: The Employer will deduct Association dues/service fees from the first and second pay periods in the calendar month. If an officer has no pay coming for such pay periods or if such pay period is the first pay of a probationary officer, such deduction shall be withheld from the immediately subsequent pay period.

3.3: The Employer will withhold from the pay of officers in any month, only the deduction incurred while officers have been employed with the City.

3.4: In the event that a refund is due an officer for sums deducted from wages and paid to the Association, it shall be the responsibility of the officer to obtain the appropriate refund from the Association.

3.5: All sums deducted by the Employer shall be remitted to the Treasurer of the Birmingham Police Officers Association.

3.6: In the event the Association requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the Association that the additional amounts have been authorized pursuant to and under the Association's By-Laws.

3.7: The Employer shall not be liable for any remittance or payment of any sums other than those constituting actual deductions made, and, if for any reason it fails to make the deduction, the Employer shall deduct the appropriate amount from the officer's next pay in which such deduction is normally deducted after the error has been called to its attention by the officer or the Association.

3.8: It is agreed that Employees covered by this Agreement are not required, as a condition of employment with the City, to become or remain members of the Union or to begin or continue payment of union dues or fees.

ARTICLE 4

RULES AND REGULATIONS

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

ARTICLE 5

REPRESENTATION

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

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

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

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

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

ARTICLE 6

GRIEVANCE PROCEDURE

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

Step 1. - Verbal-Immediate Supervisor.

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

Step 2. - Written-Division Supervisor.

The written grievance shall be discussed between the steward and the division lieutenant or in his absence, the captain. The division lieutenant or captain shall give his written decision within five (5) days (excluding Saturday, Sunday, and holidays) of receipt of the written grievance.

Step 3. - Police Chief.

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

Step 4. - City Manager.

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

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

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

Step 5. - City Commission.

In the event the grievance is not satisfactorily settled in Step 4, the Union may submit the grievance for consideration to the City Commission. Notice of request for consideration must be filed within fifteen (15) days (excluding Saturday, Sunday and holidays) after the date of the City Manager's decision. The City Commission may render a decision on the said grievance with or without a hearing or may elect to waive rendering a decision, provided that, (1), if the City Commission elects not to hear the grievance, it must so notify the Union the day following the second regularly scheduled Commission meeting after submission of the grievance to it, (2), if the City Commission elects to hear the grievance, it must make a decision within thirty (30) calendar days after the close of the hearing on the grievance. The City Manager will submit the Commission's decision to the Union.

Step 6. - Arbitration.

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

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

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

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

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

abused. The department will furnish cards or forms to maintain a record of the time spent hereunder.

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

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

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

ARTICLE 7

NO STRIKE CLAUSE

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

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

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

ARTICLE 8

INSURANCE

8.1: 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.

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

Comprehensive Health Care Plan	Exhibit I
Optical Plan	Exhibit B
Dental Plan	Exhibit C
Prescription Drug Program	Exhibit I

It is understood that the benefits and coverages set forth in Exhibits B, C, and I are illustrative and subject to modification based on the applicable agreements between the City and insurance provider.

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

Effective July 1, 2016, the City and the Union agree that the current definition of "dependent" shall be in accordance with applicable law.

In addition, the employee will annually be offered the option to elect cash payment equivalent to 33-1/3% of the City's premium cost for providing health insurance (excluding dental and optical) under Option I provided: (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. (3) any other conditions required by law for eligible opt-out arrangements.

Effective January 1, 2012 (for payments in December 2012) the cash payment equivalent shall be \$1,750 per year (2 Person)/\$3,250 per year (family) for waiving coverage effective for payments made in 2012.

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

Except for the dental insurance and optical insurance, the City shall commence paying the premiums for the above health insurance coverage commencing with the City's billing date for

such coverage immediately following the completion of ninety (90) days of continuous service for employees covered by this Agreement.

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

Health Care Reimbursement Account

Effective January 1, 2005, the City shall establish, fund, and maintain a Health Care Reimbursement Account (HRA) Effective January 1, 2017: \$900 per calendar year for each eligible employee. The employee will have the ability to reimburse themselves eligible out of pocket health care expenses.

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

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

Employees hired after July 1, 2011, will not be eligible for a Health Care Reimbursement Account (HRA).

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

- A. Short and Long-Term Disability: For injuries or illnesses commencing after the execution of this contract, disability benefits shall be as follows (disability benefits for prior injuries or illnesses are covered in the parties' agreement in effect at the time of injury):
- B. Short-Term Disability (Self-Insured): Maximum weekly sickness and accident benefits for non-duty connected disability will be sixty (60%) percent of average weekly earnings, beginning on the 31st calendar day of disability and continuing for a maximum period of one year from the date of the sickness or accident, if the employee is otherwise qualified. Maximum weekly sickness and accident benefits for service-connected disability shall not exceed an aggregate figure of seventy (70%) percent of an employee's base wage, including any Worker's Compensation benefits, beginning on the 31st calendar day of disability and continuing for a maximum period of one year from the date of sickness or accident, if the employee is otherwise qualified.
- C. Long-Term Disability: Monthly long-term disability benefit provides for an aggregate income of seventy (70%) percent of monthly base pay, including any Worker's Compensation benefits up to a maximum of \$3,200.00 per month, beginning one year after the date of sickness or accident. If the employee is otherwise qualified, benefits will continue to age 65 for disabilities which occur at age 60 or less; for disabilities which occur after age 60, benefits shall cease five years after commencement of the disability or age 70, whichever occurs first.
- D. Life Insurance:
- 1) Effective July 1, 1992, Life Insurance shall be provided in the amount of \$40,000
 - 2) Additional Coverage Life Insurance shall be provided in the following amounts:

<u>All BPOA employees whose age is:</u>	<u>Amount of Life Insurance</u>
Less than age 35	\$45,000
Age 35 but less than age 40	\$35,000
Age 40 but less than age 45	\$27,000
Age 45 but less than age 50	\$17,000
Age 50 but less than age 55	\$10,000
Age 55 but less than age 60	\$6,500
Age 60 or more	\$5,500

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

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

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

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

An employee may, at his own expense, elect Family Continuation and/or Sponsored Dependent coverage's. Family January 1, 2005, the cost of the Family Continuation coverage shall be \$50.00 per month per person.

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

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

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

8.8: Sick-Disability Leave. Except as provided in Paragraph:

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

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

8.9: Re-Instatement of Insurance Coverage. An employee shall be re-instated for insurance coverage commencing with the month following the month in which the employee returns to full-

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

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

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

8.12: Right to Change Carriers or Self-Insurance. The City reserves the right to provide any insurance under this agreement through any carrier it elects or to self-insure any insurance, provided (a) that the benefits provided are equal to or better than the benefits being provided at the time of ratification of this Agreement by the City and Union, and (b) the Union is notified at least 30 days in advance of such change, and (c) if there is a disagreement between the City and Union as to whether the benefits to be provided by a different carrier are equal to or better than the benefits provided at the time of this agreement between the City and the Union, the parties shall submit the matter to arbitration under Section 7.8, and the insurance through a new carrier or self-insurance shall not be implemented until a decision is rendered by the arbitrator.

ARTICLE 9

RETIREMENT

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

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

- A. Chapter XIX shall be amended to provide that a police officer covered under this contract who has ten (10) years or more of credited service at the time he or she leaves the employ of the City shall be eligible for a Deferred Retirement benefit payable at age 55; a Dispatcher or Paraprofessional shall be eligible for a Deferred Retirement benefit if he has ten (10) years or more of Credited Services at the time he leaves the employ of the City payable at age 60.
- B. Chapter 19, Section 18, options 2 and 3 shall be amended by adding thereto the following language:

"In the event, there is no such designated person or persons surviving the said retiree; the Pension Board shall pay to his estate the difference, if any,

between the retiree's accumulated funds at the time of his retirement and the total retirement allowance received by the retiree prior to his death."

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

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

9.3: Effective July 1, 2002, for police officers retiring after July 1, 2002, the pension benefit shall be calculated on the basis of 3.0% of final average compensation times the first thirty (30) years of service and 1% thereafter to a maximum benefit of 95%.

9.3: Effective July 1, 2002, for dispatchers and paraprofessionals who retire after July 1, 2002, the pension benefit shall be calculated on the basis of 2.5% of final average compensation times all years of credited service.

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

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

9.5: Health Insurance for Retirees. Employees hired prior to July 1, 2011 who have fifteen years of service and receive a Normal Retirement or employees who receive a disability retirement, shall be eligible to elect the health insurance coverage contained in Section 9.2 and Exhibit I, subject to Section 9.12, (no dental or optical coverage provided for the retired employee and his/her spouse commencing with the first month for which he or she actually receives a retirement benefit until age 65). Coverage and benefits shall be subject to the applicable agreement between the City and the insurance provider. An eligible retired employee who elects such coverage shall contribute \$15.00 per month for each individual under age 65 for which coverage is provided. Effective for retirements after July 1, 1999, Retiree contribution for health insurance shall be: \$30.00 per month per individual until age 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 \$8.00 per month for each individual age 65 or older for which coverage is provided. Effective for retirements

after July 1, 1999, Retiree contribution for health insurance shall be: \$15.00 per month per individual over age 65.

Employees retiring on or after July 1, 2015, shall make the following retiree health insurance contributions: Retiree contributions for health insurance shall be \$80 per month for each individual under age 65 for whom coverage is provided and \$40 per month per individual over age 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.

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

Retired employees age 65 and older: Shall be eligible to receive Medicare Complimentary coverage as described in Exhibit I pages I-4 and I-5.

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

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

9.6: If an employee is not eligible for Medicare coverage from any source at age 65, to the extent permitted by federal regulations, the City will purchase Medicare Part A for the retiree and/or spouse. The retiree and/or spouse will then purchase Medicare Part B. The City will then provide the Medicare complimentary coverage set forth in Section 10.5(a) and Exhibit 1.

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

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

9.7: Employees hired after July 1, 2011, in lieu of the above-referenced health insurance, shall be covered under the Birmingham Employees Retirement Health Savings plan administered by the ICMA (or equivalent). The City shall contribute 2% of earnings and the employee shall contribute 2% of earnings. The employee will become vested in employer contributions upon seven (7) years of services.

9.8: Annuity Withdrawal. An employee who is eligible to receive pension benefits may withdraw his contribution to the pension system, including interest attributable to such contributions, provided that in such event, the amount of his pension benefit shall be based only on the City contributions. Therefore, the benefit provided for such employee shall be proportionately reduced to reflect withdrawal of the employee's contribution and interest, and be actuarially reduced. The amount of the reduction will be determined based upon the mortality assumption adopted by the Retirement Board and the interest assumption determined by the Pension Benefit Guaranty Corporation Final 4022 Rule published September 9, 2020, for the month of retirement.

Upon such an election by the employee, an additional amount equal to the employee's contribution to the City of Birmingham Retirement Health Care Plan, plus the interest that would have been credited if such contributions had been made to the pension plan, shall be paid to the employee from the reserve for employer contributions.

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

Effective July 1, 2005, police officers shall contribute 5% of annual compensation, with 3% to the pension fund and 2% to the retirement health care fund.

Effective July 1, 2005, dispatchers shall contribute 5% of annual compensation to fund retirement benefits under the applicable Chapter of the City Charter with 3% to the pension fund and 2% to the retirement health care fund.

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

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

Effective January 1, 2005 payment options under Section 2-227 (Retirement Ordinance) of the City Code shall be expanded to include 25% and 75% survivor retirement allowances.

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

9.11: Employees hired on or after July 1, 2011, shall not be covered under the Birmingham Employees Retirement System current defined benefit retirement plan, except as provided below for Duty Disability, Non-Duty Disability, and Death benefits.

Employees hired on or after July 1, 2011, shall be covered under the Birmingham 401(a) defined contribution plan as administered by the ICMA-RC (or equivalent). The City and the employee shall make contributions as follows:

Employer:	15% of earnings
Employee:	6.5% of earnings

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

Employees hired on or after July 1, 2011, will be included in the defined benefit plan for duty and non-duty disability and for death benefits, which shall be actuarially funded by the City. However, duty disability benefits and non-duty disability benefits shall be subject to offset as provided below.

Duty Disability

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

- 1) The duty-disabled member may opt to have the duty disability benefit under the defined benefit plan offset by the lifetime annuity value of the duty-disabled member's 401(a) defined contribution retirement account, determined as of the effective date of the employee's disability related separation from service. It is within the discretion of the duty-disabled member whether to draw upon, and the extent of drawing upon, the balance in his 401(a) defined contribution account to supplement his net disability payment; the member's exercise of that discretion does not, however, modify the lifetime annuity value offset as provided above.
- 2) The duty-disabled member may opt to transfer to the City complete ownership of and full entitlement to the total balance of his 401(a) defined contribution retirement account, waiving all his rights to any and all monies in his 401(a) defined contribution retirement account, determined as of the effective date of the employee's disability-related separation from service. Should the duty-disabled member elect this option, he shall be entitled to full duty-disability pension benefits without any offset, the same as for members hired prior to July 1, 2011.

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

Non-Duty Disability

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

ARTICLE 10 **FUNERAL LEAVE AND EMERGENCY LEAVE**

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

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

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

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

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

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

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

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

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

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

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

10.5: Paternal Leave: An employee will be permitted up to a total of two (2) days off without charge to sick leave when having a child.

ARTICLE 11

EDUCATIONAL ASSISTANCE PROGRAM

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

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

11.2: Effective July 1, 1999, the Educational Assistance Program will provide up to One Thousand (\$1,000) Dollars tuition reimbursement per fiscal year.

ARTICLE 12

LONGEVITY

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

For Police Officers

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

For Dispatchers

	Effective <u>7/1/2011</u>	Effective <u>7/1/2012</u>
Less than 5 years' service	None	None
5 through 9 years	\$ 925	\$925
10 through 14 years	\$1125	\$1125
15 through 19 years	\$1325	\$1325
20 through 24 years	\$1525	\$1525
25 years and over	\$1725	\$1725

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

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

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

12.4: Employees hired after June 30, 2011 shall not be eligible for longevity payments.

ARTICLE 13

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.13(f): Shift Premium – Effective July 1, 1998

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

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

Afternoons:	One percent (1%) of base pay
Mid-nights:	Two percent (2%) of base pay

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

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

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

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

ARTICLE 14

PROBATIONARY PERIOD

14.1: Probationary Period for Police Officers. A new police officer shall be on probation without seniority until he has been employed and actively at work for one (1) year at the end of which

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

14.2: Probationary Period for Dispatchers and Paraprofessionals. A new Dispatcher or Paraprofessional shall be on probation without seniority until he has been employed and actually at work for one (1) year at the end of which period he shall be entered on the department seniority list for such classification as of the first day of his employment, except that temporary or part-time employees, if any, shall not acquire seniority.

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

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

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

ARTICLE 15

SENIORITY

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

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

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

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

- A. Quits or retires.
- B. Is discharged for just cause.
- C. If he is absent without authorization contrary to the published Rules and Regulation and Procedures of the Department.

- D. Gives false reason to obtain leave or if he fails to return to work at the termination of a leave contrary to the Rules and Regulations of the Department.
- E. If he is laid off for a period equal to his seniority at the time of layoff or two (2) years, whichever is the lesser.

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

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

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

ARTICLE 16

LAYOFF AND RECALL

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

- A. Part-time and temporary employees in the applicable classification affected, if any, in the department shall be laid off first, in any order.
- B. Probationary employees in the applicable classification affected shall be laid off next, in any order.
- C. Department seniority within rank for police officers and within the classification for Dispatchers and Paraprofessionals shall govern layoffs and recalls and the employee who has the lowest department seniority in the rank or classification shall be the first to be laid off and the last to be recalled, provided that the remaining personnel have the ability to perform the duties required of the rank or classification. In the event there is a reduction of force in the classifications of School Liaison Officer and Detective, seniority in rank shall prevail. Employees so reduced shall take their position in such lower rank or classification in accordance with their seniority. In the event of an increase in force, or a vacancy in the previously held classification, the demoted officer or employee shall not be required to reclassify for the position he occupied and shall be re-called to such position.
- D. The employer agrees to demote sergeant to police officer in the event there are layoffs, if a sergeant has less seniority than the police officer who is scheduled to be laid off. If a

sergeant is demoted, he will then be laid off instead of the more senior police officer. In the event of an increase in force, or a vacancy in the previously held classification, the demoted officer shall not be required to reclassify for the position he occupied and shall be re-called to such position.

- E. A police officer who is laid off and has more department seniority may displace a Dispatcher or Paraprofessional with less seniority in the department, in which event the police officer shall be paid and receive all benefits of the Dispatcher or Paraprofessional he displaces. If a police officer who is laid off had previously been a Dispatcher or Paraprofessional, his seniority as both a police officer and Dispatcher and/or Paraprofessional shall be used to determine if he can displace a Dispatcher or Paraprofessional at the time of layoff.
- F. If a police officer displaces a Dispatcher or Paraprofessional, the police officer's service in and contributions to the Retirement System for police officers shall be frozen until he resumes service as a police officer. While in the Dispatcher or Paraprofessional classification, such police officer shall accumulate service in and make contributions to the retirement system covering Dispatchers and Paraprofessionals. If the police officer returns to a police officer position, he shall be governed by the provision of Section 10.7 as to his service in and contributions to the retirement system covering Dispatchers and Paraprofessionals.

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

16.3: Recall.

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

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

ARTICLE 17
OVERTIME FOR POLICE OFFICERS

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

- A. If the work is reasonably anticipated to be less than six hours duration; the City may elect, in order of seniority:
 - 1. To hold over an officer from the shift going off duty, or
 - 2. To call in an officer from the shift coming on duty.
In the event the senior officer contacted declines the assignment, the junior qualified police officer available shall be required to hold over or report early.
- B. If the work is reasonably anticipated to be six hours or longer in duration; the City will, in order of seniority:
 - 1. Call in a police officer on the shift who is not scheduled to work the day. In the event the officer declines the assignment the junior qualified police officer available shall be required to work
 - 2. In the event no officer can be contacted pursuant to paragraph B the provisions of paragraph A will apply.
 - 3. In construing the above, any officers contacted shall be considered the junior police officer unless otherwise notified.

17.2

- A. The provisions of Section 18.1 shall not apply to calling in police officers for any special assignments, including but not limited to undercover work, task force assignments and work related to specific assignments wherein a police officer with special qualifications, skill or knowledge to perform such assignments is required.
- B. Overtime shall be offered first to the police officer within the division in which the overtime occurs. If there is no police officer(s) in such division available for the overtime, the provisions shall be applied to all police officers. For purposes of this Section, "patrol investigator" is considered part of the Patrol Division (unless he qualifies under Section 17.2A).

17.3 If a Lieutenant scheduled to work is absent and no other Lieutenant/Sergeant is on duty, the City will replace such position with a Lieutenant/Sergeant. The work shall first be offered to a Sergeant following the provisions of Section 18.1. In the event no Sergeant volunteers for the assignment, Lieutenants may volunteer and an assignment will be made based on seniority.

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

ARTICLE 18
OVERTIME FOR DISPATCHERS AND PARAPROFESSIONALS

18.1: Subject to Section 18.2, if a Dispatcher scheduled to work is absent and the City determines to replace such Dispatcher, or the City determines that additional Dispatchers are needed, the following procedure shall be followed:

- A. If the City determines that the work involved is six hours or less, then the City may elect to have such work performed either by holding over a Dispatcher or Paraprofessional from a shift which is going off-duty and/or calling in a Dispatcher or Paraprofessional from a shift which is coming on duty; in either event, the City shall offer, in order of seniority, such work to the Dispatcher or Paraprofessional at work, if a Dispatcher or Paraprofessional is to be held over, or, in order of seniority, to the Dispatcher or Paraprofessional scheduled to report for work if Dispatcher or Paraprofessional is to be called in early. In the event a senior Dispatcher or Paraprofessional declines the work, the junior qualified Dispatcher or Paraprofessional available for work in either instance shall be required to stay over or report early.
- B. If the City determines that the work involved is for more than six (6) hours, then the City will first offer such work to the qualified Dispatchers or the qualified Paraprofessionals on the shift who is not scheduled to work on such day in order of seniority. In the event that the qualified Dispatchers or Paraprofessionals decline the work, the junior qualified person among the qualified Dispatchers and the qualified Paraprofessionals on such shift who is not scheduled to work such shift shall be required to work. However, if the City is unable to contact any qualified Dispatcher or qualified Paraprofessional to perform such work, the City shall have the right to hold over or call in a qualified Dispatcher or qualified Paraprofessional consistent with Section 19.1A. above.

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

- C. In contacting Dispatchers or Paraprofessionals for work described above, any Dispatcher or Paraprofessional contacted shall be considered the junior person available for work unless otherwise notified.
- D. When a Paraprofessional is called into work as a Dispatcher, he shall be paid the Paraprofessional wage rate.

E. Sections 17.1, 17.2, 18.1 and 18.2 do not require the City to call in an employee to work overtime. At all times, the City may reassign an on-duty employee to replace an absent employee.

18.2: The provisions of Section 18.1 shall not apply to calling in a person for Paraprofessional work. Such work shall be assigned to the Paraprofessionals.

18.3: The provisions of Section 17.1 shall not apply to calling in dispatchers for any special event assignments.

ARTICLE 19

OVERTIME ROSTERS AND SCHEDULES

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

19.2: After the City has posted the schedule of work for employees, the City will not require an employee to change his scheduled days off or scheduled hours of work without 7 calendar days' notice. This provision shall not apply to the scheduling of overtime as provided in Articles 18 and 19.

ARTICLE 20

TRAVEL TIME AND CLASS TIME

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

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

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

ARTICLE 21
EXTENSION OF SENIORITY ON LEAVE

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

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

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

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

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

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

- A. A police officer may not be on light duty for more than one occasion (up to a maximum of 240 calendar days) in any 36-month period, unless the light duty is the result of giving birth and is approved by the Chief;
- B. To qualify for light duty, the police officer must present medical documentation justifying a need for light duty, provided that the City retains the right to have the police officer examined by a physician of its choice to determine such need, and, in the event of a disagreement between the City's physician, the police officer's condition shall be reviewed by a third physician selected by the City and Union; the decision of the third physician shall be final;

- C. Requests for light duty shall be considered on a first come/first serve basis, and in the event that more police officers request light duty on the same calendar day than can be allowed, the senior police officer shall be given preference.
- D. If as a result of a layoff, the City is maintaining less manpower than maintained on January 1, 1986, the City may recall the employee on layoff and deny a request for light duty;
- E. The City may deny any request for light duty based on a sufficient business necessity.
- F. The City retains the right to make shift transfers consistent with Section 14.13 to accommodate a legitimate request for light duty.
- G. This light duty section is intended to cover the occasional serious situation resulting from a temporary physically debilitating condition which prohibits the employee from performing all of the functions of his position.

Section 21.5: In the event an employee is disabled and unable to work within the Police Department at his regular salary, except as otherwise provided in this Article, as a result of duty connected personal injury or illness arising out of and in the course of his employment, and in fact is paid Worker's Compensation benefits, the employee will be paid for those days the employee would otherwise have been scheduled to work 100% of his regular base pay for the period beginning on the 14th calendar day of disability through 1 year from the date of such disability.

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

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

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

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

- B. In the event an employee is disabled and unable to work within the Police Department at his regular salary and position as a result of illness or injury not compensable under the Worker's Compensation Act, the employee will receive disability benefits in accordance with Article IX, Section 9.3. Accrued illness allowance or vacation leave shall be used, and deducted, on a pro-rata basis to provide up to 100% of base pay.
- C. The City may, at its option, require a confirming statement and evidence from a medical doctor relative to the nature of injury or illness and the duration of absence.
- D. An employee unable to return to work within twenty-four (24) months of the date of injury or illness shall no longer accrue additional paid leave time or other benefits earned by active employees, provided that this provision shall not affect the disabled employee's benefits on the date of disability as applicable regarding health insurance, disability insurance, disability pension, and other benefits as set forth in the contract. An employee's seniority shall terminate thirty-six (36) months after the date of injury or illness; however, the termination of seniority shall not impact upon entitlement to previously earned paid leave, or short-term disability and long-term disability, or disability pension

ARTICLE 22

WAGES AND CLASSIFICATIONS

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

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

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

22.4: Effective January 1, 2004, unit members who have achieved five (5) years of service, and who have achieved appropriate credentialed training established by the Department in 2 or more specialized skills areas established by the Department, shall receive an additional 1.6% in salary as reflected in the attached salary tables. Specialized Skills areas for Police Officers are shown in Exhibit A. Effective January 1, 2017, unit members must reach at least two (2) years of service to qualify for additional specialty pay for two (2) or more specialized skills areas.

Dispatchers, having achieved five (5) years of service are decreed to have achieved the appropriate credentialed training.

The Department reserves the right to add or delete specialized skills areas according to operational needs.

Effective July 1, 2020, unit members who have less than four (4) years of service and who have achieved compliance with the department's mandatory annual compliance standard of training (See Exhibit A) consistent with the mandatory standards of compliance for department accreditation shall receive an additional 1.4% in salary as reflected in the attached salary tables. Unit members who have achieved four (4) years of service and who have achieved compliance with the department's mandatory annual compliance standard of training (See Exhibit A) consistent with the mandatory standards of compliance for department accreditation shall receive an additional 4.0% in salary as reflected in the attached salary tables. Upon ratification of the new CBA effective July 1, 2022, the 4.0% shall be rolled into the base wages.

Effective July 1, 2020, unit dispatch members who have achieved compliance with the department's mandatory annual dispatch compliance standard of training (See attached Exhibit) consistent with the mandatory standards of compliance for department accreditation shall receive an additional 1% in salary as reflected in the attached salary tables. The Department reserves the right to add to or delete training areas in accordance with operational needs and/or as necessary to maintain department accreditation.

22.5: With regard to new hires for the position of Police Officer, the Police Chief has the sole discretion to recognize up to no more than three (3) years of service as a certified sworn police officer in another jurisdiction in establishing the starting salary. In no event shall the starting salary be above the 36-month rate for Police Officer.

In any case when the Police Chief elects to recognize prior service as described above, there will be no effect on the probationary period as set forth in Article XV of this Agreement, on seniority as set forth in Article XVI, on layoff and recall provisions, or on the determination of any benefits or seniority rights whatsoever.

22.6: Effective July 1, 2022, there will be a one-time 1.2% wage adjustment to the wage scale for all positions recognized by this Collective Bargaining Agreement. The rank/classification of Sergeant (Sgt.) shall receive an additional one-time \$2,000.00 (Two-Thousand Dollar) wage adjustment upon ratification of the Collective Bargaining Agreement (November 22, 2022). The new classification of Dispatch Manager shall be added to the wage scale. The wage increase shall be retroactive to July 1, 2022. The wage increases for all classifications covered by this CBA shall be increased as follows and reflected in Appendix A:

July 1, 2022: 4.5% wage increase
July 1, 2023: 3.5% wage increase
July 1, 2024: 3.5% wage increase

22.7: Upon promotion to the rank of Sergeant or Dispatch Manager the employee shall receive 50% of the wage increase upon the promotion date. The remaining 50% of the wage increase shall be received at one (1) year upon successfully completing the probationary period.

22.8: Wage scales for the duration of this contract shall be as set forth in Appendix A.

ARTICLE 23
VACATION

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

- A. An employee with less than one full year of service prior to January 1st of any year is entitled to annual leave in the proportion that his months worked bear to twelve (12) months.
- B. An employee with one full year of service, but less than five (5) years of service prior to January 1st of any year, shall receive two (2) weeks (ten (10) work days) vacation.
- C. An employee with five (5) years of service but less than ten (10) years of service prior to January 1st of any year, shall receive three (3) weeks (fifteen (15) work days) vacation.
- D. An employee with ten (10) or more years of service prior to January 1st of any year shall receive four (4) weeks (twenty (20) work days) vacation.
- E. An employee with fifteen (15) or more years of service prior to January 1st of any year shall receive 21 work days vacation.
- F. An employee with sixteen (16) or more years of service prior to January 1st of any year shall receive 22 work days vacation.
- G. An employee with seventeen (17) or more years of service prior to January 1st of any year shall receive 23 work days vacation.

Above accrual changes to be effective in January 2005 for vacation leave to be taken in 2006.

- H. An employee with twenty (20) or more years of service prior to January 1st of any year shall receive five (5) weeks (twenty-five (25) work days) vacation.

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

ARTICLE 24
HOLIDAYS

24.1: The City recognizes the following holidays:

- 1. New Year's Day
- 2. Memorial Day

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

24.2: For employees, all holidays (except Good Friday and the Friday after Thanksgiving Day which are to be paid in cash if the employee is on the payroll) shall be taken in conjunction with an employee's vacation during the calendar year following the year in which the holidays occur.

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

24.3: Effective July 1, 2013, Employees who actually work on Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, July 4th or Thanksgiving Day shall receive a \$100 premium for each day actually worked. Payment will be made in the employee's regular bi-weekly paycheck.

ARTICLE 25

UNIFORM ALLOWANCE

25.1: Effective November 22, 2022, each police officer will receive an annual uniform allowance payment of \$450.00 including the position of School Liaison Officer, Community Resource Officer, Detective, and Sergeant. No additional allowance shall apply. This allowance shall be paid in the employee's first paycheck in the first pay period after July 1.

Effective November 22, 2022, a one-time payout of current uniform allowance balances is to be paid in the first pay period. The parties agree that this uniform allowance payout shall not count towards the employee's FAC.

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

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

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

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

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

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

ARTICLE 26

CLEANING ALLOWANCE

26.1: In addition to the clothing allowance provided above, the City shall pay to police officers and Sergeants \$200.00 per year. Effective November 1, 2004 Dispatchers shall receive the cleaning allowance. This amount shall be payable in two equal installments; one installment being paid November 1st, and the other installment being paid February 1st to each employee on the payroll on such dates and be subject to taxation as required by the taxing authorities.

ARTICLE 27

SICK LEAVE

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

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

- A. No sick leave will be granted before it has been earned.
- B. Unused sick leave credits may accumulate to the total of sixty (60) days (480 hours).
- C. Effective January 1, 2014 current employees will accrue sick leave credits commencing with calendar year 2014 at the rate of one (1) day per month. There shall be no limit to the accumulation of days at such rate.

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

27.4: In order to receive sick leave the employee must notify his supervisor before he is scheduled to report, unless physically impossible. Failure to do so may be cause for denial of paid sick leave. Sick leave may be used to supplement any insurance benefits received so that combined benefits are equal to, but do not exceed, approximate gross biweekly pay.

27.5: If the City, based on reasonable grounds determines that an employee has misused his sick leave, the employee shall lose his pay for the first day of absence commencing with the third period of absence after the City notifies the employee in writing of his misuse of sick leave. Such

penalty shall be applied to the employee's first day of absence commencing with such third pay period and each additional period of absence thereafter within twelve (12) months after the City notifies the employee in writing of his misuse of sick leave.

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

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

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

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

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

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

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

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

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

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

Effective July 1, 2013, upon death, normal or deferred retirement with twenty or more years of service under the City's retirement plan, an employee shall be entitled to receive an amount equivalent to 50% of the unused hours (up to a maximum of 1200 hours) accumulated in his/her illness allowance bank, for a maximum payment of 600 hours (1200 x 50%).

Effective July 1, 2022, upon death, retirement (normal or deferred), or separation of employment, except for termination with just cause, employees who are eligible for defined contribution retirement benefits and have seven (7) or more years of service with the City, shall be entitled to receive an amount equivalent to 50% of the unused hours in excess of 480 hours accumulated in his/her illness allowance bank, for a maximum payment of 600 hours (highest starting balance that can be paid is 1680 hours).

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

Effective July 1, 2004 an employee who begins the calendar year with more than 480 hours accrued, at the end of that calendar year, may elect at their option to be paid in cash for hours accrued in excess of 480 hours up to no more than 40 hours.

ARTICLE 28

NON-DISCRIMINATION

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

ARTICLE 29

JOINT STATEMENT ON SOCIAL INJUSTICE

29.1 The parties affirm that racism, bigotry, prejudice and social intolerance have no place in our society or in the law enforcement profession. To earn and maintain the trust of the entire community, which is a necessary and basic pre-requisite for policing, law enforcement must consistently hold itself to the highest standards of ethical conduct and take action when those standards are not met. Police misconduct will not be tolerated, and the parties pledge to work together to minimize the potential for misconduct through appropriate training, reviews and communication of policies, adoption of best practices, and the commitment to an ongoing dialog to ensure that the principles of social justice, fairness, respect, transparency, dignity, and security for all remain in the forefront of departmental culture and community engagement.

ARTICLE 30
MANAGEMENT RESPONSIBILITY

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

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

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

ARTICLE 31
MOTORCYCLE ASSIGNMENTS

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

ARTICLE 32
BULLETIN BOARD

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

- A. Recreational and social functions;
- B. Union meetings;
- C. Results of Union elections and promotions;
- D. Reports of Union Committees; and;
- E. Union related matters (any matters in this category which the City believes are offensive shall be discussed with the Union).

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

ARTICLE 33

POLYGRAPH EXAMINATION

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

ARTICLE 34

RESIDENCY REQUIREMENTS

34.1: A police officer covered by this Agreement shall be required to establish his permanent residency within the boundaries outlined in Exhibit G, which (effective July 1, 1999) encompass the area of the north side of Five Mile Road, the east side of Duck Lake Road, the south side of the Oakland County Line, and the west side of Romeo Plank Road. A new police officer must meet the residency requirements by the time he completes the one-year probationary period provided in this Agreement.

ARTICLE 35

AUXILIARY POLICE PROGRAM

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

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

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

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

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

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

ARTICLE 36

DEFERRED COMPENSATION

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

ARTICLE 37

DRUG SCREENING PROGRAM

37.1: After negotiations with the Union about the effects on police officers under this Agreement, the City has adopted a drug screening program which is attached as Exhibit H to this Agreement. To the extent such program applies to police officers under this Agreement, the program, which is a part of The City's Rules and Regulations, is incorporated into this Agreement.

ARTICLE 38

SEPARABILITY

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

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 39
TERMINATION

39.1: Except as otherwise specifically provided in this Agreement, this Collective Bargaining Agreement, as amended, shall become effective on the date it is signed by both parties and will expire at midnight on June 30, 2025. Request for negotiations for the next fiscal year shall be made to the City prior to April 1, 2025.

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

Signed this 14 day of November, 2022

Michigan Association of Police & City of Birmingham



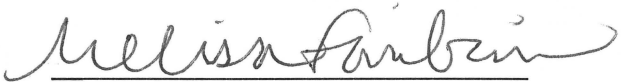
Chad Trussler
Michigan Association of Police



Scott Grewe, Police Chief



Joshua Bouchard, BPOA President



Melissa Fairbairn, Assistant City
Manager



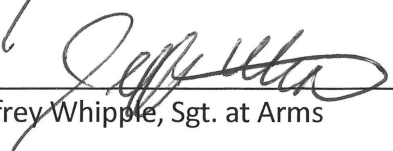
David Buttigieg, BPOA Vice President



Stefan Syts, BPOA Treasurer



Joshua Husted, BPOA Secretary



Jeffrey Whipple, Sgt. at Arms

LETTER OF AGREEMENT

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

This Agreement as to the City's right as to Dispatcher and Paraprofessionals and the fact that it has been reduced to writing is without prejudice to the City's position that it has a similar right as to all work performed by any employee in the POAM bargaining unit.

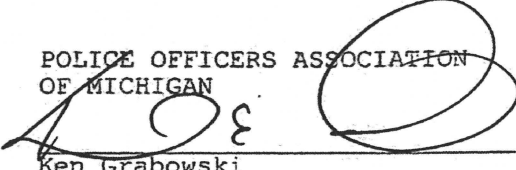
This Letter Agreement shall not be used by the Union to assert that the City does not possess rights similar to those specified in this Letter Agreement as to work performed by any employee in the POAM bargaining unit.

CITY OF BIRMINGHAM


James Hock

5/3/21
Date:

POLICE OFFICERS ASSOCIATION
OF MICHIGAN


Ken Grabowski

4-21-21
Date:

Letter of Understanding

City of Birmingham
And
Police Officers Association of Michigan
Representing the Birmingham Police Officers Association

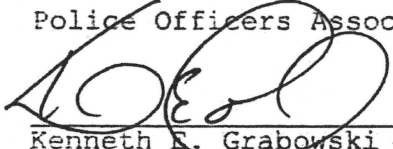
PA 152

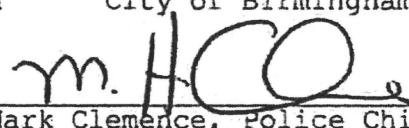
It is understood and agreed by the parties that the City shall implement the provision of PA152 effective August 1, 2012. The City shall implement the hard dollar cap provisions. The City may, at its option, offer one or more additional health plans which maybe elected by individual unit members.

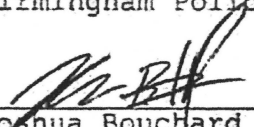
Should the City give notice of their intent to change PA 152 compliance options from the status as of the date of this agreement (7/1/13), either party may request to reopen negotiations over dealing with co-pays, deductibles and coinsurances prior to implementation of a change. Employee contributions under PA 152 are not subject to negotiations. In the event the parties do not reach an agreement, the matters subject to this section shall be resolved through arbitration pursuant to Act 312 of 1969, as amended.

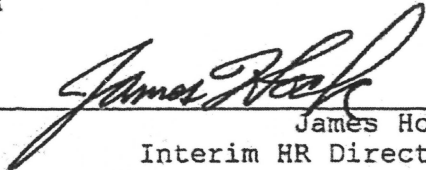
Police Officers Association of Michigan

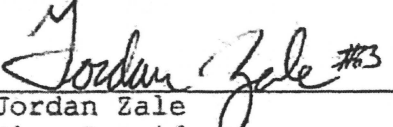
City of Birmingham

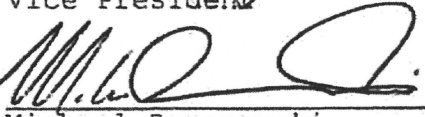

Kenneth E. Grabowski
Birmingham Police Officers Association



Mark Clemence, Police Chief


Joshua Bouchard
President


James Hock
Interim HR Director


Jordan Zale
Vice President


Michael Romanowski
Treasurer


Jeffrey Whipple
Secretary

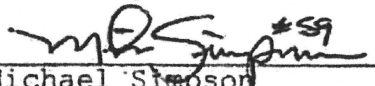

Michael Simpson
Sgt. At Arms

EXHIBIT "A"

Group: Police Officers
Letter Code: G
Hours: 2080
Effective: July 1, 2022

4.5%

PAY GRADE POSITION		A	B	C	D	E	G	H	I
		Minimum	6 Months	12 Months	18 Months	24 Months	36 Months	48 Months	60 Months
01 (I)									
Police Officer	H	\$ 27.22	\$ 29.97	\$ 32.75		\$ 37.37	\$ 40.24		\$ 40.88
	W	\$ 1,088.61	\$ 1,198.95	\$ 1,309.91		\$ 1,494.78	\$ 1,609.66		\$ 1,635.23
	B	\$ 2,177.23	\$ 2,397.91	\$ 2,619.81		\$ 2,989.56	\$ 3,219.32		\$ 3,270.45
	M	\$ 4,717.33	\$ 5,195.46	\$ 5,676.26		\$ 6,477.38	\$ 6,975.20		\$ 7,085.98
	A	\$ 56,607.96	\$ 62,345.58	\$ 68,115.17		\$ 77,728.58	\$ 83,702.40		\$ 85,031.79
02 (II)									
Officer/Sergeant	H	\$ 42.85		\$ 44.83					
Youth Officer Sergeant	W	\$ 1,714.07		\$ 1,793.33					
School Liaison Officer Sgt.	B	\$ 3,428.15		\$ 3,586.67					
	M	\$ 7,427.65		\$ 7,771.11					
	A	\$ 89,131.79		\$ 93,253.37					

Group: Police Officers
Letter Code: G
Hours: 2080
Effective: July 1, 2023

3.5%

PAY GRADE POSITION		A	B	C	D	E	G	H	I
		Minimum	6 Months	12 Months	18 Months	24 Months	36 Months	48 Months	60 Months
01 (I)									
Police Officer	H	\$ 28.17	\$ 31.02	\$ 33.89		\$ 38.68	\$ 41.65		\$ 42.31
	W	\$ 1,126.72	\$ 1,240.92	\$ 1,355.75		\$ 1,547.10	\$ 1,666.00		\$ 1,692.46
	B	\$ 2,253.43	\$ 2,481.83	\$ 2,711.51		\$ 3,094.20	\$ 3,332.00		\$ 3,384.92
	M	\$ 4,882.44	\$ 5,377.31	\$ 5,874.93		\$ 6,704.09	\$ 7,219.33		\$ 7,333.99
	A	\$ 58,589.24	\$ 64,527.67	\$ 70,499.20		\$ 80,449.08	\$ 86,631.99		\$ 88,007.90
02 (II)									
Officer/Sergeant	H	\$ 44.35		\$ 46.40					
Youth Officer Sergeant	W	\$ 1,774.07		\$ 1,856.10					
School Liaison Officer Sgt.	B	\$ 3,548.13		\$ 3,712.20					
	M	\$ 7,687.62		\$ 8,043.10					
	A	\$ 92,251.40		\$ 96,517.24					

Group: Police Officers
Letter Code: G
Hours: 2080
Effective: July 1, 2024

3.5%

PAY GRADE POSITION		A	B	C	D	E	G	H	I
		Minimum	6 Months	12 Months	18 Months	24 Months	36 Months	48 Months	60 Months
01 (I)									
Police Officer	H	\$ 29.15	\$ 32.11	\$ 35.08		\$ 40.03	\$ 43.11		\$ 43.79
	W	\$ 1,166.15	\$ 1,284.35	\$ 1,403.21		\$ 1,601.25	\$ 1,724.31		\$ 1,751.70
	B	\$ 2,332.30	\$ 2,568.70	\$ 2,806.41		\$ 3,202.49	\$ 3,448.62		\$ 3,503.39
	M	\$ 5,053.32	\$ 5,565.51	\$ 6,080.56		\$ 6,938.73	\$ 7,472.01		\$ 7,590.68
	A	\$ 60,639.86	\$ 66,786.14	\$ 72,966.68		\$ 83,264.80	\$ 89,664.11		\$ 91,088.18
02 (II)									
Officer/Sergeant	H	\$ 45.90		\$ 48.03					
Youth Officer Sergeant	W	\$ 1,836.16		\$ 1,921.06					
School Liaison Officer Sgt.	B	\$ 3,672.32		\$ 3,842.13					
	M	\$ 7,956.68		\$ 8,324.61					
	A	\$ 95,480.20		\$ 99,895.34					

Group: Dispatcher
Letter Code: T
Hours: 2080
Effective: July 1, 2022

4.5%

PAY GRADE POSITION		A	B	C	D	E	F	G	H	I
		Minimum	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	48 Months	60 Months
01 (I)										
Dispatcher	H	19.735	23.015	25.583	-	26.394	-	27.182	27.702	28.144
	W	789.397	920.584	1,023.306	-	1,055.766	-	1,087.284	1,108.070	1,125.760
	B	1,578.793	1,841.167	2,046.613	-	2,111.533	-	2,174.567	2,216.141	2,251.519
	M	3,420.719	3,989.196	4,434.327	-	4,574.987	-	4,711.562	4,801.639	4,878.292
	A	41,048.626	47,870.347	53,211.928	-	54,899.849	-	56,538.743	57,619.666	58,539.501
Dispatch Manager										
Dispatch Manager	H	29.37	-	30.59	-	-	-	-	-	-
	W	1,174.80	-	1,223.70	-	-	-	-	-	-
	B	2,349.60	-	2,447.40	-	-	-	-	-	-
	M	5,090.80	-	5,302.70	-	-	-	-	-	-
	A	61,089.60	-	63,632.44	-	-	-	-	-	-

Group: Dispatcher
Letter Code: T
Hours: 2080
Effective: July 1, 2023

3.5%

PAY GRADE POSITION		A	B	C	D	E	F	G	H	I
		Minimum	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	48 Months	60 Months
01 (I)										
Dispatcher	H	20.426	23.820	26.478	-	27.318	-	28.133	28.671	29.129
	W	817.026	952.804	1,059.122	-	1,092.718	-	1,125.338	1,146.853	1,165.161
	B	1,634.051	1,905.608	2,118.244	-	2,185.436	-	2,250.677	2,293.706	2,330.322
	M	3,540.444	4,128.817	4,589.529	-	4,735.112	-	4,876.467	4,969.696	5,049.032
	A	42,485.328	49,545.809	55,074.345	-	56,821.343	-	58,517.599	59,636.354	60,588.383
Dispatch Manager										
Dispatch Manager	H	30.40	-	31.66	-	-	-	-	-	-
	W	888.11	-	1,266.53	-	-	-	-	-	-
	B	1,776.21	-	2,533.06	-	-	-	-	-	-
	M	3,848.46	-	5,488.30	-	-	-	-	-	-
	A	63,227.74	-	65,859.57	-	-	-	-	-	-

Group: Dispatcher
Letter Code: T
Hours: 2080
Effective: July 1, 2024

3.5%

PAY GRADE POSITION		A	B	C	D	E	F	G	H	I
		Minimum	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	48 Months	60 Months
01 (I)										
Dispatcher	H	21.141	24.654	27.405	-	28.274	-	29.118	29.675	30.149
	W	845.621	986.152	1,096.191	-	1,130.963	-	1,164.725	1,186.993	1,205.942
	B	1,691.243	1,972.304	2,192.383	-	2,261.927	-	2,329.451	2,373.986	2,411.884
	M	3,664.360	4,273.326	4,750.162	-	4,900.841	-	5,047.143	5,143.636	5,225.748
	A	43,972.314	51,279.913	57,001.947	-	58,810.090	-	60,565.715	61,723.626	62,708.977
Dispatch Manager										
Dispatch Manager	H	31.46	-	32.77	-	-	-	-	-	-
	W	919.19	-	1,310.86	-	-	-	-	-	-
	B	1,838.38	-	2,621.72	-	-	-	-	-	-
	M	3,983.16	-	5,680.39	-	-	-	-	-	-
	A	65,440.71	-	68,164.66	-	-	-	-	-	-

EXHIBIT A, Continued
SPECIALIZED SKILLS

Class 3 Breath Test Operator

C.A.D./Dispatch Desk

Chemical Spray Instructors

Defensive Tactics Instructors

Driving Instructors

Evidence Technician

Field Training Officer

Hostage Negotiators

Motor Carrier

Sniper

Range Officer/Firearms Instructors

Traffic Accident Investigators

Motorcycle Operators

Pepperball Instructors

Computer Forensics

TASER Instructor

K-9 Instructor

Alcohol Traffic Enforcement

Mountain Bike

Department Mandatory Annual Compliance Standard of Training

The below list of required training represents mandatory standards as set forth by the Michigan Commission on Law Enforcement Standards (MCOLES), mandatory standards required by the Michigan Association of Chiefs of Police (MACP) Accreditation Program and other standards as developed and required by the Birmingham Police Department. These training standards represent skills and knowledge that may be utilized by all officers on a daily basis and therefore are mandatory.

Additionally, officers will be selected/assigned to a variety of specialization training programs to increase their skills and abilities. A minimum of two are required for the skills premium.

A. All Sworn Police Officers:

1. Firearms Qualification (both handgun and long gun) consistent with the MCOLES standard of proficiency – Every year
2. Defensive Tactics/Subject Control/Use of Force Continuum/Officer Safety consistent with PPCT standard of proficiency – Every year
3. Taser consistent with Taser level of proficiency – Every year
4. Legal Update to be administered by the City Attorney consistent with MCOLES legal update performance standards – Every year
5. HAZMAT and Narcan to be administered by the Birmingham Fire Department – Every year
6. AED/CPR/Bloodborne Pathogens to be administered by the Birmingham Fire Department – Every 2 years
7. FEMA – As required by the Department of Homeland Security
8. LEIN (Law Enforcement Information Network) certification/Security Awareness (mi-train) administered by the Michigan State Police – Every 2 years
9. Driving Instruction/Vehicle Pursuits administered by department staff and/or outside training – Every 3 years
10. Cultural Diversity/Biased Based Policing administered by department staff and/or outside training – Every 3 years
11. Mental Illness administered by department staff and/or outside training – Every 3 years
12. Ethics to be administered by department staff/outside training – Every 3 years
13. Supervision and Care of Detainees administered by department staff/outside training – Every 3 years

B. All Dispatchers:

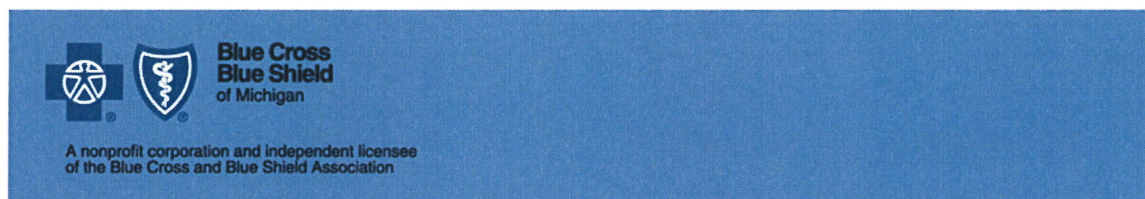
1. Within 24 months of the date of hire, complete eighty (80) hours of telecommunications training as administered by the Michigan Public Service Commission (MPSC)
2. Complete 24 hours of continuing education every two (2) years
3. AED/CPR/Bloodborne Pathogens to be administered by the Birmingham Fire Department – Every 2 years

4. LEIN (Law Enforcement Information Network) certification and Security Awareness (mi-train) administered by the Michigan State Police – Every 2 years
5. Emergency Medical Dispatch (EMD) certification and renewal – Every 2 years
6. Supervision and care of detainees administered by department staff/outside training – Every 3 years

The Department reserves the right to add to or delete training areas in accordance with operational needs and/or as necessary to maintain department accreditation.

EXHIBIT "B"

OPTICAL PLAN



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 Web site 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 PLAN1R 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		

EXHIBIT "C" DENTAL PLAN



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 SelectSM 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 spouseDependent 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) <ul style="list-style-type: none">Class I services	20%	20%

ADM PLANR 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 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-PP0		

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

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 PLAN1R 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

EXHIBIT "D"
LONG-TERM DISABILITY INSURANCE

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

Benefit

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

Disability Defined (Own/Any Occupation)

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

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

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

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

Recurrent Disability

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

Waiver of Premium

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

Mental Illness (for groups of 100 lives or more)

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

Exclusions

Benefits are not payable if disability results from:

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

Pre-Existing Conditions Exclusion

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

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

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

Partial Disability Benefit (Standard)

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

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

The partial disability benefit so determined will be further reduced to the extent that the sum of the benefit paid plus 100% of the pay from gainful employment plus any amounts paid to the

employee from the other sources of income listed under Non-Duplication of Benefits exceeds 80% of the employee's pre-disability earnings.

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

Non-Duplication of Benefits (Family Offset)

Full Offset (including Dependent Benefits)

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

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

Survivor Benefit (Lump Sum)

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

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

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

An eligible survivor is:

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

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

EXHIBIT "E"
LIFE INSURANCE

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

1) Benefit

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

2) Total Disability Death Benefit

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

3) Conversion Benefit

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

4) Effective Date of Coverage

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

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

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

5) Multiple Coverage Limitation

This plan contains a provision which provides that if any person is also covered under any other group basis plan and is entitled to benefits or services as to medical care, services or supplies for

which benefits are payable under this program shall be adjusted, if necessary to the extent that the combined benefits or services shall not exceed the expense incurred for charges allowable under such other plan and this program.

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

EXHIBIT "F"
NEW POLICE OFFICER UNIFORMS

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

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

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

NEW PARAPROFESSIONAL UNIFORMS

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

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

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

EXHIBIT "G"
DRUG FREE WORKPLACE

I. PURPOSE

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

II. POLICY

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

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

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

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

III. DEFINITIONS

- A. Sworn Officer -- Those Officers who have been formally vested with full law enforcement powers and authority.
- B. Supervisor -- Those sworn Officers assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.

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

PROCEDURES/RULES

A. Prohibited Activity

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

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

agreement. When there is a refusal to participate, probable cause, or the Medical Review Officer determines that an officer's drug test was positive; the officer may be immediately relieved of duty pending a department investigation at the discretion of the Chief of Police or his designee.

B. Applicant Drug Testing

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

C. Probationary Officer Drug Testing

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

D. Officer Drug Testing

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

4. The Chief of Police may order an officer to take a drug test upon documented probable cause that the officer is or has been using drugs. A summary of the facts supporting the order shall be made available to the Officer prior to the actual test. If such Officer's test is negative, the summary of facts supporting the order shall not be placed in their file.
5. Upon reasonable suspicion the Department may request, through the Union, that an Officer submit to a voluntary drug test. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in Article IV, subsection D, subsection 2 herein. Any Officer voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy. Any Officer who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy for a period of three (3) years.
6. A drug test may be administered as part of any promotional physical examination required by this Department.
7. A drug screening test shall be considered as a condition of acceptance to the Narcotic Unit. Furthermore, the members of the Narcotic Unit may be tested randomly at least once every six months and also when they leave the unit. The members shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy.

E. Penalty

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

F. Rehabilitation Program

1. Under this program, any seniority employee may volunteer to enter a drug education/rehabilitation program prior to the random test or prior to being notified that he/she will be tested. With regard to marijuana use, this program will require the individual to participate in a City approved/supervised drug education program as directed by the City, followed by unannounced periodic testing for drugs. With regard to drugs or controlled substances other than marijuana, this program will require the individual's enrollment in a City approved/supervised in-patient treatment facility, followed by participation in a City approved/ supervised out-

patient treatment program as directed by the City. Participants in both the rehabilitation/treatment program and the education program will be subject to unannounced periodic testing for drugs for a period of two (2) years. Any further use of any controlled substance under any circumstance may thereafter result in the employee's suspension and dismissal from the City. Furthermore, the failure to fully participate in and/or successfully complete the prescribed education or rehabilitation and follow-up program may constitute grounds for dismissal.

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

G. Drug Testing Procedures

1. The testing procedures and safeguards provided in this policy, to ensure the integrity of department drug testing, shall be adhered to by any laboratory personnel administering drug testing.
2. Laboratory personnel authorized to administer drug tests shall require positive identification from each Officer to be tested before they enter the testing area.
3. In order to prevent a false positive test result, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that the officer divulge the necessary medical information to the Medical Review Officer that may have lead to a false positive test.
4. The bathroom facility of the testing area shall be private and secure.
 - A. Authorized testing personnel shall search the facility before an Officer enters it to produce a urine sample, and document that it is free of any foreign substance.
5. Where the Officer appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The Officer shall be permitted no more than eight hours to give a sample, during which time he shall remain in the testing area, under observation, however,

the officer may allow a blood sample to be drawn. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.

6. The urine/blood sample will be split and stored by the drug testing laboratory in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage.
7. This sample shall be made available to the employee or his Union, prior to disciplinary action, should the original sample result in a legal dispute. The officer must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days
8. All specimen samples shall be sealed, labeled, initialed by the Officer and laboratory technician/ and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be secured by the testing agency and stored in a secured atmosphere until testing or delivery to the testing lab representative.
9. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

H. Drug Testing Methodology

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

and every major drug of abuse including heroin, amphetamines, and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine sample or adequately trained in collection procedures.

5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

<u>Initial Test Level</u>	(ng/ml)
Marijuana metabolite.....	100
Cocaine metabolite.....	300
Opiate metabolite.....	300*
Phencyclidine.....	25
Amphetamines.....	1000
Barbiturates.....	300

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

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

Confirmatory Test Level

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

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** Benzoylcegonine

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

Barbiturates..... 200

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.

7. Any Officer who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

I. Chain of Evidence - Storage

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

J. Drug Test Results

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

K. Off-Duty Use of Marijuana

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

L. Procedures for Implementation of the Last Chance Agreement

1. A seniority officer whose drug test has been confirmed positive by the Medical Review Officer during random or reasonable suspicion testing shall, if found guilty during department disciplinary proceedings, be offered a last chance agreement.
2. At the discretion of the Chief of Police, that last chance agreement may also be offered to any officer whose drug test has been confirmed positive by the Medical Review Officer.
3. Standard letter of conditions for continued employment (last chance agreement) must be signed by Department and employee.

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

LAST CHANCE AGREEMENT

Whereas, the above referenced individual was found guilty of violating the departmental drug policy on _____, and; Whereas, the Birmingham Police Department will conditionally reinstate _____ to the position of _____, provided the officer is found by medical examination to be capable of performing all the duties of the classification as determined by the Birmingham Police Department and subject to the following terms and conditions being met and maintained;

NOW, THEREFORE, IT IS AGREED THAT:

1. Officer must sign a form releasing any and all information necessary for the City to determine that the employee is complying with the rehabilitation program and can be certified for reinstatement.
2. Officer must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
3. Officer must pass a medical examination administered by a medical facility designated by the Chief of Police prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
4. Officer may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Once authorized to return to duty, the officer must submit to a periodic urinalysis on a timetable as may be determined by the Chief of Police.
6. Upon clearance by the medical facility designated by the Chief of Police, _____ shall be returned to the Police Department as a _____.
7. Once returned to duty, Officer _____ will present himself to the department's employee assistance program for evaluation, and agree to, as well as follow any and all directives given him by the employees assistance program for a period of not more than three (3) years. Officer _____ agrees to sign appropriate forms releasing any and all information to the Police Department as may be requested. Failure to follow the employees assistance program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow E.A.P. directives.
8. Officer _____ shall submit to controlled substance testing at the discretion of the Chief of Police. If any such test shows a positive result for the presence of a controlled substance, Officer _____ will be discharged from employment with the City of Birmingham, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.

9. Officer _____ will be credited with seniority, for promotional purposes, for time separated from the Police Department between _____ and the date of return to duty. No other wage is due or owing, and Officer _____ waives any claim thereto.
10. The Union shall withdraw with prejudice the grievance # _____ and shall release and discharge employer from any and all claims relating thereto. The employer shall release and discharge the union and _____ from any and all claims relating thereto. Officer _____ shall release and discharge the union and the employer from any and all claims relating to grievance # _____. including but not limited to the processing and arbitration of this grievance. Further, Officer _____ releases the city and union from all liability and claims he may have had or now has with respect to his employment with the City of Birmingham whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the City of Birmingham and the _____ association.
11. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered by all parties without any duress or coercion.
12. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter and is to have no precedential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
13. In the event the officer grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Police Department.

DATED THIS _____ DAY OF _____, 2023

OFFICER _____

DIVISIONAL INSPECTOR _____

UNION REPRESENTATIVE _____

CHIEF OF POLICE _____

EXHIBIT "I"
BIRMINGHAM POLICE OFFICERS ASSOCIATION
HEALTH CARE BENEFITS
ACTIVE EMPLOYEES AND RETIREES UNDER AGE 65



**Blue Cross
Blue Shield
of Michigan**

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

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 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; 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.

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
<p>Note: Coinsurance amounts apply once the deductible has been met.</p>		
<p>Annual coinsurance maximums - applies to coinsurance amounts for all covered services - but <u>does not</u> apply to deductibles, flat-dollar copays, private duty nursing care coinsurance amounts and prescription drug cost-sharing amounts</p>	<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>

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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

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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)

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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)

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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: <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 	80% after in-network deductible	60% after out-of-network deductible

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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	

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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

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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

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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.				

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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	To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.

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.

EXHIBIT J

City of Birmingham
And
Birmingham Command Officers Association and Birmingham Police Officers Association

Letter of Understanding

IT IS HEREBY AGREED between the City of Birmingham ("the City"), the Birmingham Command Officers Association, and the Birmingham Police Officers Association as follows:

1. During the term of this Letter of Understanding, Police Officers, Sergeants, and Lieutenants ("employees covered under this Letter of Understanding") shall be scheduled such that each such position shall work, in each twenty-eight (28) calendar day cycle, twelve (12) days of twelve (12) hours, and two (2) days of eight (8) hours. The first day employees in these positions will work this schedule will be January 2, 2016. For purposes of this Letter of Understanding, any hours between 7:00 a.m. and 7:00 p.m. shall be considered as "day shift," and any hours between 7:00 p.m. and 7:00 a.m. shall be considered as "midnight shift."
2. The City may schedule some employees covered by this Letter of Understanding to work 3:00 p.m. to 3:00 a.m.
3. Absent an emergency, employees covered by this Letter of Understanding shall not be required to work more than sixteen (16) continuous hours, exclusive of court time.
4. The City may schedule an employee covered under this Letter of Understanding for training either during a scheduled day of work, or during a regular off day. Training may be for any number of hours on any day on which it is scheduled.
5. With the approval of the applicable Patrol Lieutenant or Commander, any individual employee covered by this Letter of Understanding may switch work days with another employee covered by this Letter of Understanding in that same classification on the same shift (days or midnights), provided such a switch does not result in overtime.
6. The decision to cover all or any portion of the work day of an absent employee covered by this Letter of Understanding by calling in another employee shall be made by the applicable Patrol Lieutenant or Commander, the parties recognizing that no minimum manning or minimum staffing provision is included in this Letter of Understanding. In the event that the decision is made to call-in additional personnel, those personnel from the shift (days or midnights) on which the opening exists will be contacted first for volunteers. If no volunteers are procured, personnel from that shift, with whom contact is made, will be ordered to work in reverse order of seniority.
7. Notwithstanding any other provision of the applicable collective bargaining agreements to the contrary, overtime will be paid to those employees covered under this Letter of Understanding at the rate of time and one-half (1½) for all hours in excess of the employee's regularly scheduled hours in a day, and for all hours in excess of one hundred sixty (160) in the applicable twenty-eight (28) day scheduling period; provided however that there shall be no pyramiding of overtime.

8. A shift premium of 2% will be paid to those Police Officers and Sergeants covered under this Letter of Understanding for any hours worked on the midnight shift. A shift premium of 3% will be paid to those Lieutenants covered under this Letter of Understanding for any hours worked on the midnight shift.
9. Absent an emergency, or the operation of Paragraph 6 above, leave days will not be changed by the City.
10. The parties acknowledge that the shift selection process for the 2016 calendar year under this Letter of Understanding has already been completed.
11. All accrued and unused vacation, sick and personal time shall be reflected on the City's records in hours, with one (1) day equaling eight (8) hours. All future accrual of vacation, sick, and personal time shall be calculated on the basis of hours, with one (1) day equaling eight (8) hours. Holidays will be paid on the basis of eight (8) hours per holiday.
12. This Letter of Understanding shall not apply to any Commanders, Detectives, Dispatchers, or Paraprofessionals in either of the bargaining units who are parties to this Letter of Understanding.
13. During the term of this Letter of Understanding, any provision of any applicable collective bargaining agreement not consistent with the terms of this Letter of Understanding shall be suspended during the time that the provisions of this Letter of Understanding are being applied.
14. This Letter of Understanding is subject to cancellation by any party during the one (1) year trial period beginning January 2, 2016 upon thirty (30) calendar days written notice to the other parties, with such notice being provided on or before January 2, 2017. In the event of cancellation, the parties will return to the scheduling procedures in effect immediately before the implementation of this Letter of Understanding. If this Letter of Understanding is not so cancelled, it shall expire upon the expiration of the successor collective bargaining agreements to the July 1, 2013 to June 30, 2016 collective bargaining agreements between the City and the Unions.
15. This Letter of Understanding is subject to, and contingent upon, ratification by the membership of both Unions, and by the Birmingham City Commission.

CITY OF BIRMINGHAM

By: *[Signature]*
Date: 10.19.2015

BIRMINGHAM COMMAND OFFICERS ASSOCIATION

By: *[Signature]*
Date: 10-19-15

BIRMINGHAM POLICE OFFICERS ASSOCIATION

By: *[Signature]* Vice President
Date: 10-19-15

[Signature] SECRETARY 2
10-19-15

EXHIBIT K

City of Birmingham
And
Birmingham Police Officers Association

Letter of Understanding

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

1. During the term of this Letter of Understanding, Dispatchers ("employees covered under this Letter of Understanding") will be regularly scheduled in twelve (12) hour work shifts, with at least one (1) day of an eight (8) hour work shift occurring every other workweek. The result is a regular workweek of forty-four (44) hours, and a regular workweek of thirty-six (36) hours per pay period, apart from any voluntary overtime election and/or emergency overtime requirement. The first day employees in these positions will work this schedule will be December 30, 2017. For purposes of this Letter of Understanding, any hours between 7:00 a.m. and 7:00 p.m. shall be considered as "day shift," and any hours between 7:00 p.m. and 7:00 a.m. shall be considered as "midnight shift."
2. The City may schedule some employees covered by this Letter of Understanding to work 3:00 p.m. to 3:00 a.m.
3. Absent an emergency, employees covered by this Letter of Understanding shall not be required to work more than sixteen (16) continuous hours.
4. The City may schedule an employee covered under this Letter of Understanding for training either during a scheduled day of work, or during a regular off day. Training may be for any number of hours on any day on which it is scheduled.
5. With the approval of the applicable Patrol Lieutenant or Commander, any individual employee covered by this Letter of Understanding may switch work days with another employee covered by this Letter of Understanding in that same classification on the same shift (days or midnights), provided such a switch does not result in overtime.
6. The decision to cover all or any portion of the work day of an absent employee covered by this Letter of Understanding by calling in another employee shall be made by the applicable Patrol Lieutenant or Commander, the parties recognizing that no minimum manning or minimum staffing provision is included in this Letter of Understanding. In the event that the decision is made to call-in additional personnel, the provisions set forth in Article XIX of the Collective Bargaining Agreement shall govern the overtime assignment procedures.
7. Notwithstanding any other provision of the applicable collective bargaining agreement to the contrary, overtime will be paid to those employees covered under this Letter of Understanding at the rate of time and one-half (1 ½) of regular hourly pay for all hours actually worked in excess of forty (40) hours per workweek. Additionally, hours actually worked in excess of the employee's regular workweek schedule, due to acceptance of overtime offered and/or emergency overtime requirement, will be paid at the overtime rate of time and one-half (1 1/2) of regular hourly pay. For purposes of this agreement,

the work week is a consecutive seven (7) day period beginning on Saturday and ending on Friday.

8. A shift premium of 2% will be paid to those Dispatchers covered under this Letter of Understanding for any hours worked on the midnight shift.
9. Absent an emergency, or the operation of Paragraph 6 above, leave days will not be changed by the City.
10. The parties acknowledge that the shift selection process for the 2018 calendar year under this Letter of Understanding has already been completed.
11. All accrued and unused vacation, sick and personal time shall be reflected on the City's records in hours, with one (1) day equaling eight (8) hours. All future accrual of vacation, sick, and personal time shall be calculated on the basis of hours, with one (1) day equaling eight (8) hours. Holidays will be paid on the basis of eight (8) hours per holiday.
12. This Letter of Understanding shall not apply to Police Officers, Sergeants, Detectives, or Paraprofessionals in the bargaining unit who are parties to this Letter of Understanding.
13. During the term of this Letter of Understanding, any provision of any applicable collective bargaining agreement not consistent with the terms of this Letter of Understanding shall be suspended during the time that the provisions of this Letter of Understanding are being applied.
14. This Letter of Understanding is subject to cancellation by any party during the one (1) year trial period beginning December 30, 2017 upon thirty (30) calendar days written notice to the other party, with such notice being provided on or before December 29, 2018. In the event of cancellation, the parties will return to the scheduling procedures in effect immediately before the implementation of this Letter of Understanding. If this Letter of Understanding is not so cancelled, it shall expire upon the expiration of the successor collective bargaining agreement to the current July 1, 2016 to June 30, 2019 collective bargaining agreement between the City and the Union.
15. This Letter of Understanding is subject to, and contingent upon, ratification by the membership of the Union.

CITY OF BIRMINGHAM

By: Yvonne Taylor
Its: HR Manager
Date: 1.5.18

BIRMINGHAM POLICE OFFICERS ASSOCIATION

By: Amey Patel / Rebekah Spivey
Its: BPOA PRESIDENT
Date: 1/4/18 / 1/5/18