

PROPOSED AGENDA  
PERSONNEL BOARD OF JEFFERSON COUNTY MEETING AGENDA

April 14, 2009

- I. OPENING REMARKS BY BUDDY SMITH
- II. OPERATIONAL UPDATES
  - Personnel Director's comments
  - Business Office – Cynthia Holiness
  - HR Information and Technology Services – Roger McCullough
  - Workforce Development & Applicant Services – Guy Dewees
  - Performance Measurement – Jeff Crenshaw
- III. ACTION ITEMS
  - a) Board minutes for meeting held on March 10, 2009.
  - b) Approval of agreement regarding attorney's fees in the case of U.S. vs. Jefferson County CV-75-S-666-S
  - c) Recommendation that the Board approved the revised Personnel Board's FMLA Policy. The original policy was approved by the Board on April 3, 2007. The Family Medical Leave Act (FMLA) of 1993 entitles an eligible employee to take up to twelve (12) weeks of job protected leave in any twelve (12) month period should he or she experience one of the qualifying events. The qualifying events include 1) the employee's own serious health condition, (2) the serious health condition of an immediate family member, or (3) the birth or placement of a child for adoption or foster care. In January 2009, The Family Medical Leave Act (FMLA) of 1993, was amended to include any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status in support of a contingency operation. In addition, it allows employees to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of a covered service member. Under this provision, an eligible employee is entitled up to a total of twenty-six (26) weeks of leave during a single twelve (12) month period to care for a servicemember with a serious injury or illness. These changes, along with additional clarification to the original policy are included in the revised policy.
  - d) Recommendation that the Board approve a contractual agreement between the Personnel Board and the Birmingham Regional Chamber of Commerce to become a sponsor of the 2009 Young Professionals' Exposition. This event presents a unique branding opportunity to reach over eight hundred civic minded professional-level individuals. Attendees include members of the Birmingham Regional Chamber of Commerce's Young Professionals' organization as well as the junior board members of all the various organizations under the Chamber. Members of these organizations are more likely to have a higher sense of public duty and are therefore more likely to be interested in public sector careers. We have sponsored this event the previous two years and have been impressed with the level of interest from the attendees as well as the services provided by the Chamber. The contract amount is \$2,000.00.

- e) Jefferson County Tax Assessor's Office vs. Mary Francine O'Rear (DA-2009-1714)
- f) Jefferson County Finance Department vs. Albert L. Foster (DA-2009-1715)
- g) Birmingham Police Department vs. Michael Thomas (DA-2005-1521)
- h) Jason Davis vs. City of Midfield (GR-2009-02-0195)
- i) Frank E. Anderson Jr., B'ham Fire & Rescue - Application For Injury With Pay Leave

#### IV. INFORMATION AND DISCUSSION ITEMS

- a) February/March/April Board Bi-weekly Expenditure Reports

#### V. EXECUTIVE SESSION



# THE MERIT SYSTEM

Personnel Board of Jefferson County

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## MINUTES OF THE MEETING OF THE PERSONNEL BOARD OF JEFFERSON COUNTY

March 10, 2009

The Personnel Board of Jefferson County met on Tuesday March 10, 2009. Present at the meeting were Alfred "Buddy" Smith, Chair; Ken Moore, Associate Member; Ann Florie, Associate Member; Lorren Oliver, Personnel Director; LaVette Lyas, PBJC General Counsel; Roger McCullough, PBJC Manager of Human Resources Information and Technology Services; Cynthia Holiness, PBJC Business Officer; Guy Dewees, PBJC Manager of Workforce Development and Applicant Services and Jeff Crenshaw, PBJC Manager of Performance Measurement. Also in attendance were: Nancy Eckberg (League of Women Voters) (absent), Erin Stock (Birmingham News), Kenny Clemons, (Executive Director, Jefferson County Mayor's Association) and members of the public.

The Chair called the meeting to order at 1:40 PM.

### I. OPENING REMARKS BY BUDDY SMITH

Chair Smith extended a welcome to staff and other persons who were present at the meeting.

### II. OPERATIONAL UPDATES

Chair Smith invited the Personnel Director and managers from the departments within the Personnel Board to give a brief overview of their respective areas.

Personnel Director- Director Oliver stated the following to the Board members. Staff delivered training to 235 Merit system employees in a variety of courses ranging from business software to supervisory skills; Handled 1507 Customer Contacts at our Front Counter; Conducted ongoing

recruitments for 69 different Merit System classes; Received 1533 applications and Released 40 new registers with a total of 1042 qualified individuals for employment consideration within our jurisdictions. Staff placed an additional 279 qualified applicants on registers for 30 difficult to recruit job classes. The Board conducts open continuous recruiting for these difficult to recruit job classes.

Staff issued 72 certificates to fill vacancies in 36 different merit system job classes. This was accomplished well within our now established less than 1 day turn around on certificates issued. The actual average turnaround time for certificates for the month of February was 0.3 (14 minutes) day.

Staff received 73 new requests to fill 178 vacancies in the Merit System. 91.7 percent of the certification requests received were processed immediately. 8.3 percent were sent to Testing and are at varied stages of the register development process.

Director Oliver reported that the Board has completed all obligations contained in the agreement with the Martin-Bryant Parties entered at the time our consent decree was terminated. On January 14, 2009 the Board adopted Rule 1.7 Public Reporting and our data management is already in the process of developing the program for the report that will become part of our Annual Reporting in November 2009. Performance Measurement has completed all revisions to the methodology manual and all Performance Measurement staff received in excess of 20 hours refresher training in the week of February 9<sup>th</sup>. Later this week PBJC will send correspondence to the relevant Parties to communicate completion of all points in the agreement.

Director Oliver announced that Training Magazine has recognized Personnel Board Training Advisor Pete Blank as one of its 2009 Top Young Trainers. Pete is one of a select group of trainers from across the United States to receive this honor. The award recognizes outstanding talents, accomplishments, and leadership of training professionals age 40 and under. Pete's development of training programs such as Leadership Development for Government Executives (LEDGE), Certifying Eligible Applicants with Disabilities (CEAD), and the Supervisory Certificate Program were just a few of the accomplishments that contributed to his selection. He will now be included as a contender to be one of the Magazine's Top Ten Young Trainers of 2009 to be announced in May.

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Serving Jefferson County-Jefferson County Department of Health-Jefferson County Emergency Management Agency

The Cities of Bessemer-Birmingham-Centerpoint-Fairfield-Fultondale-Gardendale-Graysville-Homewood-Hueytown-Irondale-Leeds

Midfield-Mountain Brook-Pleasant Grove-Tarrant-Trussville-Vestavia Hills-Warrior

Pete is currently working with a LEDGE Class that consists of a group of 25 employees from six different jurisdictions including Bessemer, Birmingham, Fairfield, Hueytown, Leeds and Mountain Brook. All 25 employees are members of their city's police or fire departments. Representatives include police chiefs, police captains, and police lieutenants, as well as fire chiefs, fire deputy chiefs and fire battalion chiefs.

The goal of the LEDGE program is two-fold: to create and enhance relationships between high-ranking officials of neighboring jurisdictions, and to allow these individuals to take an introspective look at their current leadership styles. Having multiple layers of public safety officials in the same room at the same time allows for engaging dialogue and sharing of best practices.

Pete is a talented professional who continually makes significant contributions to the development of Merit System employees. His work is an example of the PBJC's ongoing efforts to add value to the services that are provided to our jurisdictions.

Director Oliver publicly congratulated Pete for this outstanding achievement and recognized him for all that he does for the PBJC.

Business Office- Cynthia Holiness reported that as of the end of February, the Board has expended approximately \$3.8 million dollars and has \$817 thousand dollars in open purchase orders. Of the \$3.8 million dollars that has been expended, \$2.3 million dollars were expended in salaries and fringe benefits; \$206 thousand dollars were expended for annual maintenance support agreements related to our IT systems and Testing equipment as well as \$150 thousand dollars for the hosting of our Lawson data; \$360 thousand dollars for legal and hearing officer expenses; \$126 thousand dollars for advertising of Merit positions; \$123 thousand dollars for the modular furniture initiative; \$83 thousand dollars for the rental of hotel rooms for volunteer Testing assessors, \$59 thousand dollars in Other Professional Services; \$28 thousand dollars for Public Employment Liability Insurance; \$212 thousand dollars for the lease payments to Jefferson County for the rental of office space in the 2121 Building; and \$132 thousand dollars in other items such as assessor meals and travel, recruitment travel to career events, office supplies, copier machine rentals, and publications. The Board has committed approximately 45.1% of its \$10.2 million budget.

Human Resources Information and Technology Services – Roger McCullough reported on several ongoing projects. He reported that the LSF9 Lawson upgrade was going well and according to schedule and that the outbound dialing system to purge registers had been tested and was ready for production. Mr. McCullough clarified that the system would dial applicants on registers to confirm their continued interest in employment and that this would be used to keep registers more current. He further reported that the I-1 project with the City of Birmingham was progressing satisfactorily and that Payroll Certification for the first quarter is almost complete as well as the Annual Classification Survey for 2008-2009. The Survey resulted in only two reclassification recommendations.

Workforce Development and Applicant Services - Guy Dewees noted that 35 nurses were added to registers in February. This brings the total of registered nurses to 70 for 2009. As a comparison, nurse recruiting was 30 in 2008. Last year there were a total of 215 registered nurses.

Currently, there are general branding radio spots running about the PBJC on WBHM Public Radio. The spots will run every other week through the end of July. As Mr. Dewees mentioned at the January Board meeting, a survey was conducted of all females and Hispanics who had applied for public safety positions last year. The results of the survey showed that these groups of individuals like police shows, in particular a show called "The First 48", which airs on the A&E network.

Staff is currently running spots during "The First 48" T.V. show on the Charter cable system. PBJC spots are running on the entire Charter system which covers a significant portion of Alabama (from Auburn/Opelika to Florence). The spots will continue through the end of May. The survey also showed that public safety applicants like to attend gun shows. Staff is researching these types of events to find out when they occur and how to best sponsor them.

Spring career event season is underway. Last week staff attended events at Gadsden State and Samford University. There were two recruiters at an event at the Bessemer Civic Center on March 10, 2009. Next week staff will go to Wallace State Community College.

Performance Measurement- Jeff Crenshaw, Manager of Performance Management stated that there were 32 job classes with requests in testing review. Over half of these are currently announced or are in the ten-day appeal period.

Staff completed review of and revisions to the Performance Measurement Procedure Manual. Included in the revisions were the changes outlined in the settlement agreement with the Martin-Bryant parties and the Department of Justice. Staff participated in over twenty hours of training on the updated procedures.

The register for Fire Captain was released in mid-February. Registers for Fire Lieutenant and Firefighter are anticipated in mid-March.

During February, staff worked to prepare for the test administration and assessment for the jobs of Police Community Relations Assistant, Accounting Assistant I, Accounting Assistant II, Heavy Equipment Operator and Construction Equipment Operator.

### III. ACTION ITEMS

- a) The Board approved the minutes for its meeting held on February 10, 2009. (Motion made-Moore, Seconded-Florie)
- b) The Board approved a recommendation for a three year lease agreement between the Personnel Board and LaSalle Systems Leasing (leasing company for Berney Office Solutions) for a replacement copier in the Administration Department. The current lease agreement will expire March 31, 2009. The cost of the copier is \$17,649.73 plus maintenance cost based on usage for three years. The contract period is April 1, 2009 through March 31, 2012. (Motion made-Moore, Seconded-Florie)
- c) The Board approved a recommendation to renew the Business Liability Insurance with Hartford Casualty Insurance Company in the amount of \$6,567. The policy includes the same coverage as last year for Accounts Receivable, Brands and Labels, Claim Expenses, Computer Fraud, Computers and Media, Debris Removal, Employee Dishonesty/ERISA, Fine Arts, Forgery (including credit cards, currency and money orders), Laptop Computers, Outdoor Signs, Personal Property of Others, Property at Other Premises, Temperature Change, Tenant Building and Business Personal Property, Unauthorized Business Card Use, Valuable Papers and Records,

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Serving Jefferson County-Jefferson County Department of Health-Jefferson County Emergency Management Agency

The Cities of Bessemer-Birmingham-Centerpoint-Fairfield-Fultondale-Gardendale-Graysville-Homewood-Hueytown-Irondale-Leeds

Midfield-Mountain Brook-Plensent Grove-Tarrant-Trussville-Vestavia Hills-Warrior

and Terrorism. The annual premium is \$6,567, an increase of \$139 from last year's premium. The current policy will expire April 1, 2009. (Motion made-Moore, Seconded-Florie)

- d) The Board approved the Personnel Board's resolution identifying inactive equipment and materials and authorizing the disposal of the said equipment at the Jefferson County Annual Auction scheduled tentatively in fiscal year 2009. The Personnel Board has several equipment and office supplies that are inoperable and/or insufficient for the current technological environment within the Personnel Board. The items include forty-seven computers, forty-three monitors, seven printers, three terminals, one uninterrupted power supply and other miscellaneous equipment and supplies (see attached listing of items). (Motion made-Moore, Seconded-Florie)
- e) Jefferson Rehabilitation and Health Center vs. Antonio McDonald (DA-2008-1713)- The Board granted the Complainant's Motion to Dismiss. (Motion made-Moore, Seconded-Florie)
- f) Birmingham Police Department vs. Silburn Smith (DA-2008-1676)-The Board affirmed the settlement agreement between the parties with the exception of term E. (Motion made-Moore, Seconded-Florie)
- g) Birmingham Police Department vs. Reginald Howard (DA-2007-1651)- The Board affirmed the settlement agreement between the parties with the exception of term D. (Motion made-Moore, Seconded-Florie)
- h) Birmingham Police Department vs. Fredrick Bailey (DA-2008-1679)- The Board affirmed the settlement agreement between the parties with the exception of term E. (Motion made-Moore, Seconded-Florie)
- i) Birmingham Police Department vs. Tameka Brazel (DA-2008-1707)- The Board affirmed the settlement agreement between the parties with the exception of term E. (Motion made-Moore, Seconded-Florie)
- j) Joseph Pierson v. Personnel Board of Jefferson County et. al. (Jefferson County Circuit Court, CV-08-1662-GWN) On remand, the Board issued a Findings of Fact and Decision which rejected the Hearing Officer's Report and Recommendation and affirmed the termination of Joseph Pierson. (Motion made-Moore, Seconded-Florie)

#### IV. INFORMATION AND DISCUSSION ITEMS

Judge Moore noted that Ruben Davis was a former Jefferson County Commissioner in the 1980s. Ruben Davis asked to address the Board regarding Cheryl Green. Chair Smith stated that the Board had received correspondence from Ms Green and was familiar with her disciplinary case and that it had upheld her reinstatement as the City Clerk for Tarrant. Chair Smith told Mr. Davis that Ms. Green should send information to the staff on her back pay issues and thanked him for his appearance at the Board.

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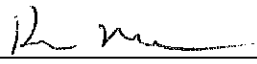
The Cities of Bessemer-Birmingham-Centerpoint-Fairfield-Fultondale-Gardendale-Grynsville-Homewood-Hueytown-Irondale-Leeds

Midfield-Mountain Brook-Pleasant Grove-Tarrant-Trussville-Vestavia Hills-Warrior


- A. The City of Birmingham; and Judicial Correction Services, Inc. – In response to the Show Cause Order from the Board, Brandy Lee, counsel for the City of Birmingham; Charlie Waldrep, counsel for Judicial Correction Services and representatives from Judicial Correction Services appeared. The Board members informed the parties that they would place the matter on the May 2009 agenda.
- B. Order of Appeal from Jefferson County Circuit Court – Gary Erwin vs. The Personnel Board of Jefferson County (01-CV-2007-002504.00) – The Board took notice of the decision from the Jefferson County Circuit Court.
- C. The Board acknowledged a resolution from the Jefferson County Emergency Management Agency granting a two percent (2%) cost of living increase for all applicable employees, effective October 11, 2008.
- D. The Board received the January & February Board Bi-weekly Expenditure Reports
- V. EXECUTIVE SESSION- The Board went into Executive session at 2:25 p.m. with outside counsel from Balch and Bingham to discuss the payment of costs in the Consent Decree litigation and the City of Birmingham and its uniform allowance. The Board ended Executive session at 3:12 p.m.

There was no further business and the meeting adjourned at 3:15 p.m.

  
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 Alfred "Buddy" Smith, Chair  
 Personnel Board of Jefferson County

  
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 Ken Moore, Associate Member  
 Personnel Board of Jefferson County

  
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 Ann Florie, Associate Member  
 Personnel Board of Jefferson County

Attested By:  
  
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 Lorren Oliver, Director

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# THE MERIT SYSTEM

Personnel Board of Jefferson County

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**Family Medical Leave Policy**  
**Procedure Number: 2007-004**  
**Effective Date: April 3, 2007**  
**Revised: April 14, 2009**

## **GENERAL POLICY**

There are times when an employee cannot meet his/her immediate work commitments because of (1) the employee's own serious health condition, (2) the serious health condition of an immediate family member, (3) the birth or placement of a child for adoption or foster care or (4) for any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on active military duty or call to active duty status. The Family Medical Leave Act (FMLA) of 1993 entitles an eligible employee to take up to twelve (12) weeks of job protected leave in any twelve (12) month period should he or she experience one of these qualifying events.

Additionally, the Family Medical Leave Act (FMLA) of 1993, as amended, allows an employee to care for a covered military servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of a covered servicemember. Under this provision, an eligible employee is entitled up to a total of twenty-six (26) weeks of leave during a single twelve (12) month period.

## **FAMILY MEDICAL LEAVE**

The purpose of this policy is to assure compliance with the Federal Family Medical Leave Act (FMLA) of 1993, as amended.

- A. The Personnel Board of Jefferson County (PBJC) designates the first twelve (12) weeks of any qualifying medical leave of absence occurring within a twelve (12) month period as FMLA leave and up to a combined total of twenty-six (26) weeks of leave during a single twelve (12) month period to care for a wounded servicemember.
- B. If an employee has been granted an extended medical/disability leave of absence pursuant to Rule 13.18(a)(1) of the Rules and Regulations or for any qualifying exigency, such leave period encompasses and shall not be extended by the twelve (12) weeks of FMLA leave. PBJC defines the twelve month period as the twelve (12) months following the first day of an employee's approved FMLA leave.
- C. Employees returning from FMLA medical leave may be required to provide certification of fitness for duty or return to work documentation. If there is a question as to whether an employee can perform the essential duties of his or her job, at its discretion, fitness for duty may be subject to review by a health care provider selected by the PBJC. Failure to provide a medical certificate of fitness for duty may result in a denial of job reinstatement until such medical certification is provided. Medical information shall be maintained in confidential files separate from employee files.

## PROCEDURES

### NOTICE AND CERTIFICATION

- A. An employee will be required to provide the PBJC at least thirty (30) days advance notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned medical treatment for a serious injury or illness of a covered servicemember.
- B. In the event of an unforeseen illness and/or injury that exceeds seven (7) business days, the employee's supervisor is required to notify the Personnel Director of the employee's leave no later than the seventh business day. The employee must obtain the appropriate medical certification from a health care provider and submit the necessary request and documentation to their immediate supervisor who will then submit it to the Personnel Director. The Personnel Director will make a determination if the leave qualifies as FMLA.
- C. An employee must complete a PBJC Request for Leave of Absence Form, obtain approval from his or her immediate supervisor who will then submit it to the Personnel Director. Within five (5) business days after the Director receives the documentation that leave may be for an FMLA-qualifying condition, the PBJC will provide written notice to the employee of eligibility to take FMLA leave. The employee will also receive an information packet containing the PBJC's FMLA policy, applicable forms and information pertaining to the employee's rights and responsibilities.
- D. In the event the absence qualifies under FMLA, the employee will be required to submit to the PBJC the requested medical certification completed by a health care provider within fifteen (15) calendar days from the date of the PBJC's request. Sufficient information will be needed in order for the Board to make a determination whether the absence qualifies under FMLA. Failure to return the medical certification within fifteen days may result in denial or delay of the requested leave of absence.
- E. Once the medical certification has been received, the PBJC will notify the employee that leave will be designated as FMLA Leave within five (5) business days. The PBJC reserves the right to require, at its discretion, any employee to provide additional medical documentation of a medically-related absence from the workplace.
- F. If the absence qualifies under FMLA, FMLA leave will be effective the first day of the leave, regardless of whether the employee is in a paid or unpaid status.
- G. For medically-related absences that exceeds seven (7) business days, an employee should submit a properly executed leave charge form to his/her immediate supervisor. If approved and signed by the supervisor, the employee shall submit the leave charge form to the Payroll Coordinator.

### INTERMITTENT LEAVE

- A. Where necessary, intermittent leave is granted for an employee's own serious health condition, or when caring for an immediate family member or for a

qualifying exigency. Intermittent leave may be granted for the birth, adoption, or placement of a child in foster care at the discretion of the Director.

- B. For intermittent/reduced schedule leave, the employee will be required to provide his/her supervisor with as much advance notice of absence from work as possible.
- C. In the event of reduced or intermittent leave, the PBJC reserves the right to temporarily or permanently reassign an employee to a position in the same classification having equivalent pay and benefits and other equivalent terms and conditions if it determines such transfer is in the best interest of the PBJC's operations and the position is one that more easily accommodates the employee's need for flexible scheduling. The use of reduced or intermittent leave does not affect an employee's exempt status under the Fair Labor Standards Act.

## **OTHER PROVISIONS**

- A. FMLA leave may be taken by any eligible employee and must be with pay to the extent the employee has eligible sick leave and vacation accrual balances, or without pay once the employee's accrual balances have been expended.
- B. PBJC requires that employees use all available vacation and eligible sick accruals before going on FMLA leave without pay.
- C. All eligible sick leave must be used before any other type of leave is used.
- D. An employee does not accrue additional vacation or sick time during FMLA leave when in a non-paid status, nor does an employee's seniority in the Merit System continue to accrue while on FMLA leave without pay.

## **EMPLOYEE RESPONSIBILITIES**

- A. During an employee's absence, it the responsibility of the employee's immediate supervisor or manager to enter the employee's leave into Lawson (or submit a leave charge slip to the Payroll Coordinator).
- B. An employee returning from FMLA leave will be returned to the position he or she held immediately prior to the leave or, if this is not possible, to a position within the same classification which has equivalent pay and benefits and is otherwise equivalent in terms and conditions of employment.
- C. During FMLA leave of absence without pay, it is the responsibility of the employee to make regular monthly contributions to the Jefferson County Department of Human Resources in order to maintain his or her health or other insurance coverage. Failure to pay premiums may result in lapse of coverage.
- D. Employees must also remit monthly parking fees to General Services to maintain their assigned parking spaces.

## DEFINITIONS

**Active duty or a call to active duty status** – Duty under a federal call order to active duty in support of a contingency operation. Such active duty or call/order to active duty is only made to members of the National Guard or Reserve components or a retired member of the Regular Armed Forces or Reserves.

**Eligible employee** – An employee who has worked at least one year in the Merit System and has completed no less than 1,250 hours of service in the twelve (12) months prior to the leave commencement.

**Eligible sick leave** – Sick leave utilized during the period of incapacitation, as authorized by a licensed Health Care Provider.

**Extended Medical/Disability Leave** – Pursuant to Rule 13.18(a)(1) of the Rules and Regulations, an employee who has been approved by the Director to remain on medical leave of absence due to incapacitation for up to one (1) year. This one year period is inclusive of the twelve (12) weeks of FMLA approved leave.

**Equivalent Position** – A position in the same classification with the same pay, benefits, and working conditions, the same or similar responsibilities and duties and requiring substantially equivalent skill, effort, responsibility, and authority.

**Health Care Provider** – Providers licensed by the state in which they practice to deliver health care services appropriate to the medical condition (includes nurse practitioners, nurse-midwives, clinical social workers, and physician assistants who are authorized to practice under state law and who are performing within the scope of their practice).

**Incapacity** – Inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment of, or recovery therefrom.

**Immediate Family Member** – Includes employee's spouse, children, parents, grandparents, grandchildren, siblings and/or legal residents of the employee's household, as well as the employee's spouse's "immediate family" and includes step-relationships.

- Legal residence is defined as the single location within the State of Alabama at which a person resides with the intent of remaining in that location as evidenced by more substantial connections with that place other than a place merely transitory in nature. Determination of residency is at the discretion of the Director. For purposes of determining eligibility under this definition, the Director may require reasonable documentation sufficient to demonstrate residency.

**Intermittent Leave** – Leave taken in nonconsecutive blocks of time. FMLA may be taken in increments as small as one hour.

**Medical Certification** – A mechanism for the PBJC to verify whether requests for leaves of absence qualify for FMLA coverage. Written medical certification must contain the following:

- The name, address, telephone number and fax number of the health care provider and type of medical practice/specialization;
- The date the serious health condition began;
- The probable duration of the condition;
- Medical facts about the condition;
- A statement that the leave is needed to care for a covered individual and an estimate as to how long the need will continue;
- If the requested leave is for the employee's own health condition, a statement that the employee is unable to perform the essential functions of his or her job;
- If the patient is a covered family member with a serious health condition, information sufficient to establish that the family member is in need of care, and an estimate of the frequency and duration of the leave required to care for the family member;
- If the certification is for intermittent leave for planned medical care, the dates on which the treatment is expected to be given and the probable duration of the treatment; and
- If the certification is for intermittent leave to care for a covered individual, a statement that the employee's leave is necessary to care for that individual or will assist in their recovery, setting forth the expected duration and schedule of the intermittent or reduced schedule leave.

**Next of kin** – Nearest blood relative, other than the covered servicemember's spouse, parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative.

**Qualifying Exigency** – Includes (1) short notice deployment to address any issue arising from call or order seven or less calendar days prior to date of deployment; (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation (limited to five days); (7) post-deployment activities; and (8) other activities, provided employer and employee agree activity qualifies.

**Reduced Schedule** – A reduction in the usual number of working hours per day or week for a period of time relating to FMLA leave.

**Serious Health Condition** – An illness, injury, impairment or physical or mental condition that meets any one of the following:

- Involves overnight inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care.
- Treatment by a health care provider that consists of a period of incapacity for more than three full consecutive days, that also involves treatment two or more times by a health care provider, within 30 days of the first day of incapacity (unless extenuating circumstances exist), or treatment at least once by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider; or treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider. The treatment by the health care provider must be in-person and

the first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.

- **Extenuating circumstances** refers to circumstances beyond the employee's control that prevent the follow-up visit from occurring as planned by the health care provider.
- Periods of incapacity related to pregnancy and childbirth, including prenatal care.
- Chronic conditions – A chronic serious health condition is one which: (1) requires periodic visits (at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider; (2) continues over an extended period of time; and may cause episodic (asthma, diabetes, epilepsy, etc., permanent long-term conditions, or multiple treatments) rather than a continuing period of incapacity.

**Single 12-Month Period** – Begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date. If an eligible employee does not take all of his or her 26 weeks of leave entitlement to care for a covered servicemember during this single 12-month period, the remaining part of his or her 26 weeks of leave entitlement to care for the covered servicemember is forfeited.

# PERSONNEL BOARD OF JEFFERSON COUNTY REQUEST FOR LEAVE OF ABSENCE

(For PBJC Internal Use Only)

INSTRUCTIONS TO THE PBJC EMPLOYEE: A leave of absence with or without pay may be granted to any eligible employee for temporary medical incapacity and to regular full-time employees for career development and personal reasons. Employees must request such leave in writing stating the reason the leave is necessary. It is the employee's responsibility to submit any necessary documentation required by the Personnel Board. Granting leaves of absence not otherwise mandated by law is the sole discretion of the Personnel Director. For temporary medical disability, please provide the information indicated on the reverse side of this form. If a temporary medical/disability leave qualifies for coverage under the Family Medical Leave Act (FMLA), a medical certification form must be completed by your healthcare provider within fifteen (15) days of approval of this leave. See also the PBJC Employee Handbook and the PBJC Family Medical Leave policy for more information regarding your rights and responsibilities.

Employee Name: \_\_\_\_\_ Employee Number: \_\_\_\_\_

Department: \_\_\_\_\_ Department Telephone Number: \_\_\_\_\_

Home Mailing Address: \_\_\_\_\_  
Street Address City State Zip Code

Home Telephone Number: \_\_\_\_\_

### Type of Leave (Check one)

- Temporary Medical/Disability (12 weeks or less. May be designated as FMLA)
- Extended Medical/Disability (More than 12 weeks, the first 12 of which may be designated as FMLA)
- Extension of Previously Approved Leave
- Administrative\*
- Career
- Personal
- Qualifying Exigency Leave (related to the military)
- Servicemember Family Leave (related to the military)

### Leave Dates

I am requesting a leave of absence from my regular duties from \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_. I intend to return to full duty on \_\_\_\_/\_\_\_\_/\_\_\_\_.

\_\_\_\_\_  
Employee Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

### Department Head Recommendation

APPROVE  DENY (please check one)

If the recommendation is for denial, attach a written explanation.

From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Department Head Signature

### Personnel Director Disposition

APPROVE  DENY (please check one)

From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Personnel Director Signature

\* Pursuant to Rule 13.20(c), employees involuntarily placed on Administrative Leave of Absence for more than five (5) working days may appeal to the Personnel Board pursuant to Rule 12.4.



# THE MERIT SYSTEM

Personnel Board of Jefferson County

April 3, 2007

## BOARD ITEM – POLICIES AND PROCEDURES FOR THE PERSONNEL BOARD – FAMILY MEDICAL LEAVE POLICY

### SUMMARY

The Personnel Board has developed a new policy to assure compliance with the Federal Family Medical Leave Act (FMLA). The Family Medical Leave Act (FMLA) of 1993 entitles an eligible employee to take up to twelve (12) weeks of job protected leave in any twelve (12) month period should he or she experience one of the qualifying events. The qualifying events include 1) the employee's own serious health condition, (2) the serious health condition of an immediate family member, or (3) the birth or placement of a child for adoption or foster care.

### RECOMMENDATION FOR THE BOARD

Approve the new policy to assist in the operation of the organization.

Dr. Lita Clark, Chairwoman  
Personnel Board of Jefferson County

4-3-07  
Date

  
Kenneth Moore, Associate Member  
Personnel Board of Jefferson County

4-3-07  
Date

  
Reverend Tommy Hagler, Associate Member  
Personnel Board of Jefferson County

4-3-07  
Date

*Raising the Standard Since 1935*

Serving Jefferson County-Jefferson County Department of Health-Jefferson County Emergency Management Agency  
The Cities of Bessemer-Birmingham-Centerpoint-Fairfield-Fultondale-Gardendale-Gruysville-Homewood-Hueytown-Irondale-Leeds  
Midfield-Mountain Brook-Pleasant Grove-Tarrant-Trussville-Vestavia Hills-Wheelabr



# THE MERIT SYSTEM

Personnel Board of Jefferson County

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## **Family Medical Leave Policy** **Procedure Number: 2007-004** **Effective Date: April 3, 2007**

### **GENERAL POLICY**

There are times when an employee cannot meet his/her immediate work commitments because of (1) the employee's own serious health condition, (2) the serious health condition of an immediate family member, or (3) the birth or placement of a child for adoption or foster care. The Family Medical Leave Act (FMLA) of 1993 entitles an eligible employee to take up to twelve (12) weeks of job protected leave in any twelve (12) month period should he or she experience one of these qualifying events.

For medically and/or FMLA-related absences in excess of five (5) full, consecutive work days, an employee must complete a PBJC Request for Leave of Absence Form and obtain approval from his or her immediate supervisor. If the absence qualifies under FMLA, FMLA leave will be effective the first day of the leave, regardless of whether the employee is in a paid or unpaid status. In the event that the absence qualifies under FMLA, the employee will be expected to complete the necessary paperwork and submit the necessary documentation and/or medical certification as outlined in the following procedure.

For medically-related absences of less than five (5) full, consecutive work days, an employee should submit a properly executed leave charge form to his/her immediate supervisor. If approved and signed by the supervisor, the employee shall submit the leave charge form to the Payroll Coordinator.

The Personnel Board of Jefferson County reserves the right to require, at its discretion, any employee to provide medical documentation of a medically-related absence from the workplace.

### **FAMILY MEDICAL LEAVE**

The purpose of this policy is to assure compliance with the Federal Family Medical Leave Act (FMLA).

The Personnel Board (PBJC) designates the first twelve (12) weeks of any qualifying medical leave of absence occurring within a twelve (12) month period as FMLA leave. PBJC defines the twelve month period as the twelve (12) months following the first day of an employee's approved FMLA leave.

If an employee has been granted an extended medical/disability leave of absence pursuant to Rule 13.18(a)(1) of the Rules and Regulations, such leave period encompasses and shall not be extended by the twelve (12) weeks of FMLA leave.

FMLA leave may be taken by any eligible employee and must be with pay to the extent the employee has sick and vacation accrual balances, or without pay once the employee's accrual balances have been expended. PBJC requires that employees first use all available sick accruals followed by vacation accruals before going on FMLA leave without pay.

An employee does not accrue additional vacation or sick time during FMLA leave when in a non-paid status, nor does an employee's seniority in the Merit System continue to accrue while on FMLA leave without pay.

During FMLA leave of absence without pay, it is the responsibility of the employee to make regular monthly contributions to the Jefferson County Department of Risk Management in order to maintain his or her health or other insurance coverage. Failure to pay premiums may result in lapse of coverage. Employees must also remit monthly parking fees to General Services to maintain their assigned parking spaces.

An employee returning from FMLA leave will be returned to the position he or she held immediately prior to the leave or, if this is not possible, to a position within the same classification which has equivalent pay and benefits and is otherwise equivalent in terms and conditions of employment.

Employees returning from FMLA leave may be required to provide certification of fitness for duty. If there is a question as to whether an employee can perform the essential duties of his or her job, at its discretion, fitness for duty may be subject to review by a healthcare provider selected by the Personnel Board of Jefferson County. Failure to provide a medical certificate of fitness for duty may result in a denial of job reinstatement until such medical certification is provided. Medical information shall be maintained in confidential files separate from employee personnel files.

## **PROCEDURES**

In the event of an injury or illness resulting in an absence lasting for more than five (5) full consecutive work days, an employee will be required to submit medical documentation from a healthcare provider sufficient to determine whether the absence qualifies under FMLA. Otherwise, an employee requesting a medical leave of absence or a leave of absence consistent with FMLA qualifying events must provide his or her supervisor with thirty (30) days advance notice when the leave is foreseeable.

At the time of a medical leave request, the employee must submit a Leave of Absence Form to his or her supervisor who will then submit it to the Personnel Director. If approved, the employee will be given an information packet containing the Board's FMLA policy and a medical certification form for completion by the employee's healthcare provider or, if the leave is for the care of a family member, the family member's healthcare provider.

Within fifteen (15) days, the completed medical certification form must be returned to the Personnel Director. Failure to return the medical certification within fifteen days may result in denial or delay of the requested leave of absence.

In the event of reduced or intermittent leave, the PBJC reserves the right to temporarily or permanently reassign an employee to a position in the same classification having equivalent pay and benefits and other equivalent terms and conditions if it determines such transfer is in the best interest of the PBJC's operations and the position is one that more easily accommodates the employee's need for flexible scheduling. The use of reduced or intermittent leave does not affect an employee's exempt status under the Fair Labor Standards Act.

In the event of intermittent/reduced schedule leave, the employee is expected to provide his/her supervisor with as much advance notice of absence from work as is practicable, given the employee's particular circumstances.

Where necessary, intermittent leave is granted for an employee's own serious health condition or when caring for an immediate family member. Intermittent leave may be granted for the birth, adoption, or placement of a child in foster care at the discretion of the Director.

## **DEFINITIONS**

**Eligible employee** – An employee who has worked at least one year in the Merit System and has completed no less than 1,250 hours of service in the twelve (12) months prior to the leave commencement.

**Extended Medical/Disability Leave** – Pursuant to Rule 13.18(a)(1) of the Rules and Regulations, an employee who has been approved by the Personnel Director to remain on medical leave of absence due to incapacitation for up to one (1) year. This one year period is inclusive of the twelve (12) weeks of FMLA approved leave.

**Equivalent Position** – A position in the same classification with the same pay, benefits, and working conditions, the same or similar responsibilities and duties and requiring substantially equivalent skill, effort, responsibility, and authority.

**Healthcare Provider** – Providers licensed by the State of Alabama to deliver healthcare services appropriate to the medical condition.

**Immediate Family Member** – Includes parent, spouse, child and/or legal residents of the employee's household.

**Intermittent Leave** – Leave taken in nonconsecutive blocks of time. FMLA may be taken in increments as small as one hour.

**Legal Resident** - Legal residence is defined as the single location within the State of Alabama at which a person resides with the intent of remaining in that location as evidenced by more substantial connections with that place other than a place merely

transitory in nature. Determination of residency is at the discretion of the Personnel Director. For purposes of determining eligibility under this definition, the Personnel Director may require reasonable documentation sufficient to demonstrate residency.

**Medical Certification** – A mechanism for the PBJC to verify whether requests for leaves of absence qualify for FMLA coverage. Medical certification must contain the following:

- The date the serious health condition began;
- The probable duration of the condition;
- Medical facts about the condition;
- A statement that the leave is needed to care for a covered individual and an estimate as to how long the need will continue;
- If the requested leave is for the employee's own health condition, a statement that the employee is unable to perform the essential functions of his or her job;
- If the certification is for intermittent leave for planned medical care, the dates on which the treatment is expected to be given and the probable duration of the treatment; and
- If the certification is for intermittent leave to care for a covered individual, a statement that the employee's leave is necessary to care for that individual or will assist in their recovery, setting forth the expected duration and schedule of the intermittent or reduced schedule leave.

**Reduced Schedule** – A reduction in the usual number of working hours per day or week for a period of time relating to FMLA leave.

**Serious Health Condition** – An illness, injury, impairment or physical or mental condition that meets any one of the following:

- Involves inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care.
- Continuing treatment by a healthcare provider that consists of a period of incapacity for more than five full consecutive days, that also involves treatment two or more times by a healthcare provider, or treatment at least once by a healthcare provider that results in a regimen of continuing treatment.
- Periods of incapacity related to pregnancy and childbirth, including prenatal care.
- Chronic conditions – episodic incapacity e.g., asthma, diabetes, epilepsy, etc., permanent long-term conditions, or multiple treatments.

# PERSONNEL BOARD OF JEFFERSON COUNTY

## REQUEST FOR LEAVE OF ABSENCE

(For PBJC Internal Use Only)

**INSTRUCTIONS TO THE PBJC EMPLOYEE:** A leave of absence with or without pay may be granted to any eligible employee for temporary medical incapacity and to regular full-time employees for career development and personal reasons. Employees must request such leave in writing stating the reason the leave is necessary. It is the employee's responsibility to submit any necessary documentation required by the Personnel Board. Granting leaves of absence not otherwise mandated by law is the sole discretion of the Personnel Director. For temporary medical disability, please provide the information indicated on the reverse side of this form. If a temporary medical/disability leave qualifies for coverage under the Family Medical Leave Act (FMLA), a medical certification form must be completed by your healthcare provider within fifteen (15) days of approval of this leave. See also the PBJC Employee Handbook and the PBJC Family Medical Leave policy for more information regarding your rights and responsibilities.

Employee Name: \_\_\_\_\_ Employee Number: \_\_\_\_\_

Department: \_\_\_\_\_ Department Telephone Number: \_\_\_\_\_

Home Mailing Address: \_\_\_\_\_  
Street Address City State Zip Code

Home Telephone Number: \_\_\_\_\_

### Type of Leave (Check one)

- Temporary Medical/Disability (12 weeks or less. May be designated as FMLA)
- Extended Medical/Disability (More than 12 weeks, the first 12 of which may be designated as FMLA)
- Extension of Previously Approved Leave
- Administrative\*
- Career
- Personal

### Leave Dates

I am requesting a leave of absence from my regular duties from \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_. I intend to return to full duty on \_\_\_\_/\_\_\_\_/\_\_\_\_.

\_\_\_\_\_  
Employee Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

#### Department Head Recommendation

APPROVE  DENY (please check one)

If the recommendation is for denial, attach a written explanation.

From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Department Head Signature

#### Personnel Director Disposition

APPROVE  DENY (please check one)

From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Personnel Director Signature

\* Pursuant to Rule 13.20(c), employees involuntarily placed on Administrative Leave of Absence for more than five (5) working days may appeal to the Personnel Board pursuant to Rule 12.4.



# THE MERIT SYSTEM

Personnel Board of Jefferson County

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## **BOARD ITEM – APPROVAL OF CONTRACT WITH THE BIRMINGHAM REGIONAL CHAMBER OF COMMERCE**

**DATE OF**

**REQUEST:** April 14, 2009

**SUBJECT:**

Authorization to enter into a contract with the Birmingham Regional Chamber of Commerce to become a sponsor of the 2009 Young Professionals' Exposition.

**RATIONALE:**

This event presents a unique branding opportunity to reach over eight hundred civic minded professional-level individuals. Attendees include members of the Birmingham Regional Chamber of Commerce's Young Professionals' organization as well as the junior board members of all the various organizations under the Chamber. Members of these organizations are more likely to have a higher sense of public duty and are therefore more likely to be interested in public sector careers. We have sponsored this event the previous two years and have been impressed with the level of interest from the attendees as well as the services provided by the Chamber.

**RECOMMENDATION:**

The Personnel Board is authorized to enter into a contract with the Birmingham Regional Chamber of Commerce to sponsor the 2009 Young Professionals' Exposition. The amount of the contract is not to exceed \$2,000.00. The contract includes the following:

- Company name listed as Silver sponsor on the Evite invitation (2000+ invitees).
- Logo in the Chamber's newsletter stories re: the YP EXPO in the edition preceding the event (5,000 circulation).

*Raising the Standard Since 1935*

Serving Jefferson County-Jefferson County Department of Health-Jefferson County Emergency Management Agency  
The Cities of Bessemer-Birmingham-Centerpoint-Fairfield-Fultondale-Gardendale-Graysville-Homewood-Hueytown-Irondale-Leeds  
Midfield-Mountain Brook-Pleasant Grove-Tarrant-Trussville-Vestavia Hills-Warrior

2121 8<sup>th</sup> Avenue North, Suite 100, Birmingham, Alabama 35203-2387, Tel 205-279-3500, Fax 205-279-3501, Internet [http://www.Personnel Boardal.org](http://www.PersonnelBoardal.org)

- Logo and link to your web-site on the YPNOW.org website. (www.yponow.org) and listing as sponsor for the 2009 YP EXPO for one year following the event.
- Placement of logo on all signage welcoming attendees to the event.
- Placement of logo on the PowerPoint slide at the actual event.
- Opportunity to set up a display table for PR/Marketing materials, signage, flyers, etc. in a premium area.
- Exposure in all participating young professional organizations' newsletters, flyers, and other materials showcasing this event.
- Logo placement on e-blast to all Chamber members (over 4,000 members).
- Logo placement on FaceBook and MySpace pages dedicated to this event.
- Recognition from the podium during the event.

## SERVICE CONTRACT

THIS SERVICE CONTRACT ("Contract"), entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Personnel Board of Jefferson County, Alabama, a public corporation created by Act No. 248, 1945 Ala. Acts as amended (hereinafter referred to as the "Board"), and Birmingham Regional Chamber of Commerce, ("Contractor"),

### WITNESSETH

WHEREAS, the Board desires to have certain consulting and other personal services requiring the exercise of individual professional judgment provided by Contractor;

WHEREAS, the term "Contractor," as used in this Contract, shall also include any and all employees, agents, and subcontractors of Contractor; and

WHEREAS, the term "Board," as used in this Contract, shall refer to the Personnel Board of Jefferson County, and shall include the three-member Board and its various employees in their official capacities, as indicated by the context;

WHEREAS, the Contractor desires to furnish such services to the Board, for the time period and scope of activities hereinafter set forth;

NOW, THEREFORE, the parties mutually agree to the terms and conditions set out below:

#### **1. Description of Services to be Performed**

The purpose of this contract is to secure internet marketing production and advertising as outlined below.

Birmingham Regional Chamber of Commerce will provide the following:

- Company name listed as Silver sponsor on the Evite invitation (2000+ invitees).
- Logo in the Chamber's newsletter stories re: the YP EXPO in the edition preceding the event (5,000 circulation).
- Logo and link to your web-site on the YPNOW.org website. ([www.ypnnow.org](http://www.ypnnow.org)) and listing as Presenting sponsor for the 2009 YP EXPO for one year following the event.
- Placement of logo on all signage welcoming attendees to the event.
- Placement of logo on the PowerPoint slide at the actual event.
- Opportunity to set up a display table for PR/Marketing materials, signage, flyers, etc. in a premium area.
- Exposure on all participating YP organizations' newsletters, flyers and other materials showcasing this event.
- Logo placement on e-blast to all Chamber members (over 4,000 members).
- Logo placement on FaceBook and MySpace pages dedicated to this event.
- Recognition for the podium during the event.

The Personnel Board of Jefferson County will provide the following:

- **A high resolution (300 dpi) JPG image of the JobsQuest logo to use in publications.**
- **The participation of at least one Personnel Board representative to be present for proper recognition by Chamber staff from podium during program.**
- **The names of Personnel Board booth representatives for sponsor name tags.**

Contractor agrees to perform the work under this Contract in a diligent, competent, and workmanlike manner, and in a manner consistent with prevailing standards of professionalism.

The Board shall specify the work to be completed by Contractor; however, Contractor shall determine the means by which the work is to be performed. The Board retains no right to control the means or manner of the performance of the Contractor's work beyond (1) specifying the work to be performed, and (2) ascertaining that Contractor's work product conforms to the terms of this Contract. Contractor will remain an independent contractor of the Board.

## **2. Pricing and Terms of Payment**

### **\$2,000 Sponsorship for the 2009 Young Professionals Exposition.**

#### **Total cost not to exceed \$2,000**

Contractor agrees to accept payment within forty five (45) days after the submission of a true and correct statement of services provided and fees due which has been submitted and approved by the Personnel Board.

The Board shall not be responsible for withholding State or Federal taxes of whatever nature from payments made to Contractor, including without limitation: Income taxes, payroll taxes, Social Security (FICA) taxes, and/or Medicare taxes. Contractor shall not be entitled to receive any employment benefits, including without limitation: life, health, or disability insurance; retirement or pension plan participation; workers' compensation; unemployment compensation; Social Security contributions; vacation days; sick days; personal days; holidays; or disability payments.

## **3. Reimbursable Expenses**

Contractor shall not be entitled to reimbursement for general overhead or travel expenses under this Contract.

## **4. Term and Duration of Contract**

This Contract shall commence after signed by both parties and shall automatically terminate at the conclusion of the event on June 11, 2009, unless extended or terminated by mutual consent of the parties.

**5. Modifications**

This written instrument contains the entire agreement between the parties, and no alterations, changes or additions hereto can be made except in writing approved and signed by both parties. All previous discussions and understandings of the parties are hereby wholly merged into, and superseded by, this written instrument. Both the Board and the Contractor affirm and agree that no express, implied, written or verbal representations, understandings, or commitments have been made or relied upon except as set forth in the Contract.

**6. Not a Contract of Employment**

This Contract shall not constitute, and shall not be construed as, a contract of employment, a contract of continuing employment, or a contract of employment for a definite term, between the Board and Contractor, or between the Board and any employee, agent, or subcontractor of Contractor.

**7. Maintenance of Records**

Contractor shall maintain all records deemed necessary by the Board and the Board shall identify such records in writing to Contractor. Contractor shall account for project funds upon request from the Board and Contractor shall retain the records identified by the Board for a minimum of six (6) years from the termination of this Contract.

**8. Subcontracts**

The Board enters into this Contract relying upon the Contractor's unique skills and qualifications to perform the work required by this Contract, and in order to procure the Contractor's unique personal services. Accordingly, Contractor's duties and obligations to perform under this Contract may not be delegated or subcontracted to any other person, firm or corporation, except with the prior written approval of the Board.

All subcontracts entered into by the Contractor shall attach a copy of this contract and incorporate its terms. Any subcontract between Contractor and a subcontractor shall be subject to the Board's right to discharge any subcontractor for failure to perform in compliance with the terms and requirements of this contract, or for other good and just causes, including but not limited to the grounds for termination set forth in Paragraph 13.

**9. Authority**

Contractor shall not enter into any commitment, agreement, or contract, of whatsoever nature or description, in the name of the Board, without prior written authorization from the Board. Without the prior written authorization of the Board, Contractor shall not have the authority (1) to enter into any contract on behalf of the Board; (2) to bind the Board; (3) to make any statement or representation purporting to represent the Board's views, opinions, or official positions as to any matter; or (4) to commit the assets or resources of the Board.

**10. Confidentiality**

This Contract creates a confidential relationship between Contractor and the Board. Accordingly, Contractor agrees to keep and maintain (a) all information related to this Contract or Contractor's work hereunder; (b) Contractor's methods, techniques, and professional opinions related to Contractor's work hereunder; and (c) any information gained by Contractor in the course of performance of this Contract, as strictly confidential. Contractor shall not disclose any information described in the Paragraph without the prior written authorization of the Board.

**11. Conflicts of Interest**

Contractor represents that he or she possesses no financial, pecuniary, personal, or other interest which would interfere with the Contractor's exercise of his or her best independent judgment in the performance of this Contract. Contractor shall inform the Board in writing if a conflict of interest shall arise or become known, and shall take such corrective action as deemed appropriate in the sole discretion of the Board.

**12. Statement of Identification**

Contractor acknowledges that it employs no Merit System employees, and that none of its employees have been employees of the Board or any entity which is a jurisdictional member of the Board within two (2) years immediately preceding the execution of this Contract.

**13. Termination of Contract**

This Contract may be terminated with no further obligation to Contractor at the sole discretion of the Board if Contractor shall fail to substantially perform any duty or obligation created by this Contract or accomplish any tasks required by this Contract in a timely manner and in a manner consistent with professional standards; or if Contractor shall have or develop a material conflict of interest.

The failure of the Board to enforce any time line, restraint, or condition created by the provisions of this Contract shall not be construed as a waiver of such time limit, restraint, or condition, nor shall such failure to enforce such provision be construed as a waiver of the Board's right to enforce such provisions in the future.

The Board reserves the right to terminate this Contract without notice or cause, and upon such termination, Contractor will be paid the fair value of services performed.

If this Contract shall be terminated for any reason prior to its completion according to the terms of same, Contractor shall deliver to the Board a list of outstanding tasks and projects within fifteen (15) days after receipt of notice of termination.

**14. Notice**

Notice to either the Board or Contractor shall be deemed to have been received by the party to which such notice is directed on the 3<sup>rd</sup> calendar day following the date such notice is placed in the United States Mail, with first-class postage, addressed as follows:

Personnel Board of Jefferson County  
Attention: Lorren Oliver, Personnel Director  
2121 Eighth Avenue North, Suite 100  
Birmingham, AL 35203

Birmingham Regional Chamber of Commerce  
Victor Brown, VP of Business Development  
505 North 20<sup>th</sup> Street  
Birmingham, Alabama 35203

**15. Governing Law**

Contractor specifically agrees that as a valuable consideration and as a material inducement to the Board to enter into this Contract, Contractor agrees that the laws of the State of Alabama, except as preempted by Federal law, shall apply and bind the parties in all questions arising hereunder. Venue and subject-matter jurisdiction over any legal action brought by either the Contractor or the Board as a result of this Contract shall exist only in (1) the Circuit Court of Jefferson County, Alabama, Birmingham Division, or (2) the United States District Court for the Northern District of Alabama.

**16. Severability**

It is understood that if any provision of this Agreement is contrary to any Federal law or any law of the State of Alabama, or if any provision of this Contract shall be invalidated by any court of competent jurisdiction, then such provision shall be deemed not to be a part of this Contract, and the remaining provision shall remain in full force and effect.

**17. Execution**

The facsimile of a signature shall have the same legal efficacy as the original signature.

**18. Ownership, Licensure, and Use of Original Works**

For purposes of this Contract, the term "Original Works" includes all work product, code, data, opinions, conclusions, and analyses developed and/or delivered as the Contractor's work product under this Contract.

Contractor shall retain ownership and full copyright of all Original Works. Contractor grants the Board a nonexclusive, nontransferable license, of indefinite term, for unlimited internal use of all Original Works. Board may not release, sell, or make available any of these Original Works to any outside government agency or private organization.

**19. Time of the Essence**

The parties to this contract understand and agree that the time for performance is of the essence.

BIRMINGHAM REGIONAL CHAMBER OF  
COMMERCE  
By:

PERSONNEL BOARD OF JEFFERSON  
COUNTY  
By:

\_\_\_\_\_  
Victor Brown  
Vice President of Business Development

\_\_\_\_\_  
Lorren Oliver  
Personnel Director

**Vendor Information**

Contact: Angie Vilchez  
Address: Birmingham Regional Chamber of Commerce  
505 North 20<sup>th</sup> Street  
Birmingham, Alabama 35203  
Federal Tax ID/Social Security No.: \_\_\_\_\_

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN THE PERSONNEL BOARD OF JEFFERSON COUNTY, ALABAMA

JEFFERSON COUNTY TAX  
ASSESSOR

Complainant

v.

MARY FRANCINE O'REAR

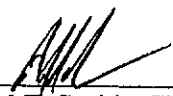
Respondent.

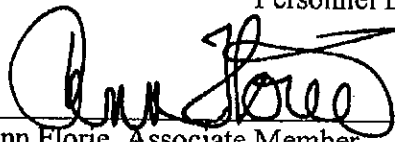
CASE NO. DA-2009-1714

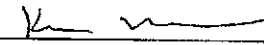
ORDER

This cause comes before the Personnel Board of Jefferson County (hereinafter referred to as the "Board") on April 14, 2009 based on the Complainant's Motion to Dismiss filed on February 26, 2009. After a review of the pleading, it is the opinion and decision of the Board that the Complainant's Motion to Dismiss is due to be GRANTED.


Done this the 14th day of April 2009.

  
Alfred F. Smith, Chair  
Personnel Board of Jefferson County

  
Ann Florie, Associate Member  
Personnel Board of Jefferson County

  
L. Kenneth Moore, Associate Member  
Personnel Board of Jefferson County

Attested by:

  
Lorren Oliver, Director  
Personnel Board of Jefferson County

RECEIVED  
PERSONNEL BOARD  
OF JEFFERSON COUNTY  
2009 APR 14 P 4:29

**CERTIFICATE OF SERVICE**

I hereby certify that I have this date served a copy of the foregoing Order upon all parties and counsel of record in this cause by electronic mail or placing a copy of same in the United States mail, postage prepaid, addressed as follows on this the 14<sup>th</sup> day of April 2009.

The Honorable Vicki Bradley-Seals (E-mail)  
P. O. Box 26694  
Birmingham, AL 35260-6694

(E-mail & Certified Mail)  
Ms. Mary F. O'Rear  
1482 Dogwood Lane  
Birmingham, AL 3523

(E-mail)  
Commissioner Bettye Fine Collins  
Jefferson County Commission  
Suite 220 Jefferson County Courthouse  
716 Richard Arrington, Jr. Blvd North  
Birmingham, AL 35203

Mr. Dan Weinrib (E-mail)  
Jefferson County Tax Assessor  
Suite 170 Jefferson County Courthouse  
716 Richard Arrington, Jr. Blvd North  
Birmingham, AL 35203

Attorney French A. McMillan (E-mail)  
Jefferson County Attorney's Office  
280 Jefferson County Courthouse  
716 Richard Arrington Jr. Blvd North  
Birmingham, AL 35203

Ms. Diane Redrick (E-mail)  
Jefferson County Human Resources  
Jefferson County Courthouse  
North Annex Room A610  
Birmingham, AL 35203

Mr. Roger McCullough (E-mail)  
Personnel Board of Jefferson County  
2121 8<sup>th</sup> Avenue North Suite 100  
Birmingham, AL 35203

\_\_\_\_\_  
Of Counsel

RECEIVED  
PERSONNEL BOARD  
OF JEFFERSON COUNTY  
2009 APR 14 P 4: 29

IN THE PERSONNEL BOARD OF JEFFERSON COUNTY, ALABAMA

JEFFERSON COUNTY FINANCE )  
DEPARTMENT )

Complainant )

v. )

CASE NO. DA-2009-1715 )


ALBERT L. FOSTER )

Respondent. )

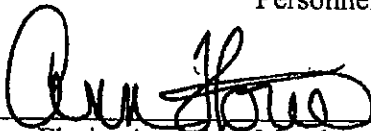
ORDER


This cause comes before the Personnel Board of Jefferson County (hereinafter referred to as the "Board") on April 14, 2009 based on the Complainant's Motion to Dismiss filed on March 3, 2009. The Respondent filed a Motion to Include on March 3, 2009. After a review of the pleadings, it is the opinion and decision of the Board that the Complainant's Motion to Dismiss is due to be GRANTED.

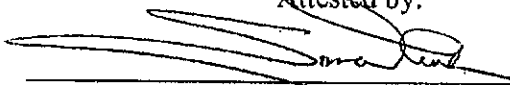
Done this the 14th day of April 2009.

  
\_\_\_\_\_  
Alfred F. Smith, Chair  
Personnel Board of Jefferson County

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2009 APR 14 P 4: 29

  
\_\_\_\_\_  
Ann Florie, Associate Member  
Personnel Board of Jefferson County

  
\_\_\_\_\_  
L. Kenneth Moore, Associate Member  
Personnel Board of Jefferson County

Attested by:  
  
\_\_\_\_\_  
Lorren Oliver, Director  
Personnel Board of Jefferson County

**CERTIFICATE OF SERVICE**

I hereby certify that I have this date served a copy of the foregoing Order upon all parties and counsel of record in this cause by electronic mail or placing a copy of same in the United States mail, postage prepaid, addressed as follows on this the 14<sup>th</sup> day of April 2009.

The Honorable Richard Izzi **(E-mail)**  
2908 Crescent Avenue  
Birmingham, AL 35209

**(E-mail)**  
Commissioner Bettye Fine Collins  
Jefferson County Commission  
County Courthouse Suite 230  
Birmingham, AL 35203

Attorney Theo Lawson **(E-mail)**  
Suite 280 Jefferson County Courthouse  
716 Richard Arrington, Jr. Blvd North  
Birmingham, AL 35203

Ms. Diane Redrick **(E-mail)**  
Jefferson County Courthouse  
Room A610 North Annex  
Birmingham, AL 35203

**((E-mail) Certified Mail)**

Mr. Albert Foster  
64 Trafalgar Square  
Birmingham, AL 35215

Mr. Travis Hulsey **(E-mail)**  
Jefferson County Revenue Department  
Courthouse Room A100 North Annex  
Birmingham, AL 35203

Ms. Annie R. Ward **(E-mail)**  
Jefferson County Finance Department  
Purchasing Division  
Room 830 Courthouse  
Birmingham, AL 35203

Mr. Roger McCullough **(E-mail)**  
Personnel Board of Jefferson County  
2121 Building Suite 100  
2121 Rev. Abraham Woods, Jr., Blvd.  
Birmingham, AL 35203

\_\_\_\_\_  
Of Counsel

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**IN THE PERSONNEL BOARD OF JEFFERSON COUNTY, ALABAMA**

**CITY OF BIRMINGHAM POLICE  
DEPARTMENT**

**Complainant**

**v.**

**MICHAEL H. THOMAS**

**Respondent.**

**CASE NO. DA-2005-1521**

**ORDER**

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This cause comes before the Personnel Board of Jefferson County (hereinafter referred to as the "Board") on April 14, 2009 on the Hearing Officer's recommendation upholding the City of Birmingham Police Department's decision to terminate Respondent Michael Thomas. Respondent is charged with violating Personnel Board Rules 12.2(b) Commission of a criminal offense; 12.2(c) Conduct unbecoming a classified employee; 12.2(e) Disorderly or immoral conduct; 12.2(j) Neglect of duty; 12.2(l) Violation of any rule or regulation of the Appointing Authority, or failure to comply with instructions made and given by a superior officer or supervisor ; 12.2(m) Violation of any of the provisions of the Act or of these Rules and 12.2(p) Any other legitimate and nondiscriminatory reason that constitutes good cause for disciplinary action, is reasonably specific, is consistent with the Act and these Rules, and is not motivated by any non-work-related preference or animus for or against any person.

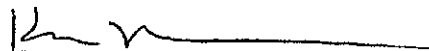
After a review of the Hearing Officer's Report and Recommendation, Respondent's Response to Hearing Officer's Report, audio-recording of the Hearing, exhibits and based on consideration of all of the evidence presented, it is the opinion and decision of the Board that the City of Birmingham Police Department's decision to terminate Michael Thomas is due to be AFFIRMED. Accordingly, the Board ADOPTS as its decision the Hearing Officer's Findings of Fact, Law and Recommended Decision which is attached hereto and marked as Exhibit A.

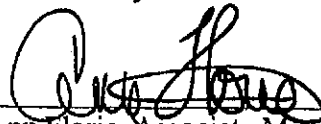
In accordance with Rule 12.12, the Complainant, City of Birmingham Police Department's decision, shall provide written confirmation and compliance of this Order to the Personnel Board of Jefferson County, within ten (10) calendar days from the date of the Decision.

Done this the 14<sup>th</sup> day of April, 2009.

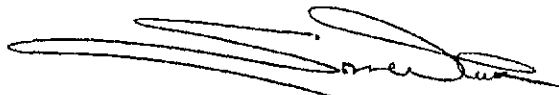
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\_\_\_\_\_  
Alfred F. Smith, Chair  
Personnel Board of Jefferson County

  
\_\_\_\_\_  
L. Kenneth Moore, Associate Member  
Personnel Board of Jefferson County

  
\_\_\_\_\_  
Ann Florie, Associate Member  
Personnel Board of Jefferson County

Attested by:

  
\_\_\_\_\_  
Lorren Oliver, Director  
Personnel Board of Jefferson County

**CERTIFICATE OF SERVICE**

I hereby certify that I have this date served a copy of the foregoing Order upon all parties and counsel of record in this cause by electronic mail or placing a copy of same in the United States mail, postage prepaid, addressed as follows on this the 14<sup>th</sup> day of April 2009.

The Honorable Mark T. Waggoner (E-mail)  
1200 Park Place Tower  
2001 Park Place North  
Birmingham, AL 35203-2735

Mayor Larry Langford (E-mail)  
3<sup>rd</sup> Floor  
Birmingham City Hall  
Birmingham, AL 35203

Attorney Jeff P. Gilliam (E-mail)  
Birmingham Law Department  
Birmingham City Hall  
710 North 20<sup>th</sup> Street Room 800  
Birmingham, AL 35203

Mr. Roger McCullough (E-mail)  
Personnel Board of Jefferson County  
2121 8<sup>th</sup> Avenue North Suite 100  
Birmingham, AL 35203

Ms. Wanda T. Hand (E-mail)  
Birmingham Law Department  
Birmingham City Hall  
710 North 20<sup>th</sup> Street Room 800  
Birmingham, AL 35203

(E-mail & Certified Mail)  
Mr. Michael H. Thomas  
921 10<sup>th</sup> Street SW  
Birmingham, AL 35211

Chief A. C. Roper (E-Mail)  
Birmingham Police Department  
1710 First Avenue North  
Birmingham, AL 35203

Ms. Barbara White (E-mail)  
Birmingham Office of Personnel  
6<sup>th</sup> Floor Birmingham City Hall  
Birmingham, AL 35203

Ms. Eva Bray (E-mail)  
Birmingham Office of Personnel  
6<sup>th</sup> Floor Birmingham City Hall  
Birmingham, AL 35203

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Of Counsel

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# “EXHIBIT A”

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THE PERSONNEL BOARD OF JEFFERSON COUNTY, ALABAMA

CITY OF BIRMINGHAM POLICE  
DEPARTMENT

Complainant,

VS.

MICHAEL H. THOMAS,

Respondent.

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CASE NO. 1521

PBJC  
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FINDINGS OF FACT AND LAW AND RECOMMENDED DECISION

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A hearing was held in this matter commencing on January 8, 2009, and continuing on February 19, 2009.

The respondent, Michael Thomas ("Thomas"), appeared *pro se*. Complainant, the City of Birmingham, was represented by its counsel Jeff Gilliam.

Thomas was terminated from his position as a Police Officer with the City of Birmingham Police Department effective close-of-business, June 3, 2005. Since that time, Thomas has served on active duty in the military, which is the primary reason for the considerable delay in the hearing. Thomas was terminated for violations of numerous Personnel Board and Birmingham Police Department rules and regulations. His termination arose from three separate incidents. The City of Birmingham contends that each incident warrants termination, but that taken together they overwhelmingly weigh in favor of termination.

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As background, at the time of his termination, Thomas had been employed as a Police Officer in Birmingham for approximately two years. He was hired on October 21, 2002.<sup>1</sup> During those two years, he had numerous complaints lodged against him, mostly for improper use of force and one complaint involving shooting at a suspect. Complainant's Exhibit 8. Upon investigation by the Division of Internal Affairs, most of these resulted in exoneration, but a couple resulted in disciplinary action including sensitivity training and a 15 day suspension without pay for an improper search of a female. (*id.*)

Each of the three incidents included in the termination will be discussed separately.

#### SHOOTING INCIDENT

On Thursday, October 14, 2004, while investigating a stolen car report, Thomas shot a civilian, Adam Hall ("Hall"), in the leg. The Birmingham Police Department Firearms Review Committee Investigative Report was admitted into evidence as Complainant's Exhibit 4. Sgt. Frederick Ellison from the Birmingham Police Department testified about the shooting. At the time, Sgt. Ellison was with the Police Department Internal Affairs Division and was the lead investigator of the Hall shooting. Rather than repeat the findings of Ellison's investigation extensively, reference should be made to Complainant's Exhibit 4.

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<sup>1</sup> The testimony seemed to indicate that Thomas was placed on leave in October 2004 pending the investigation into the shooting discussed below and never returned to work prior to his termination. That is unclear from the evidence but it is not material.

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Hall drove up on the scene where Thomas was watching the stolen car. Thomas ran a check on Hall's automobile and questioned Hall about possible outstanding warrants. Thomas stated that he was then assaulted and threatened by Hall to such an extent that a shooting was warranted. Sgt. Ellison testified that his conclusions were that Thomas maced, then shot, an unarmed individual in the back. No witness or evidence other than Thomas' own statement disputed this account. Additionally, Thomas attempted to divert the investigation away from the shooting scene which was evinced by the location of blood on the ground and the suspect's clothing. Sgt. White, another officer near the scene, heard two shots, which supports Hall's contention that a first shot barely missed him. Thomas' uniform was clean after the incident which belied his statement of a struggle with Hall in the woods. Also, there was no firearm residue on Hall's person or clothing that would indicate a shooting at close range during a struggle. Sgt. Ellison concluded that Thomas was not truthful. Birmingham Police took a statement from Hall on October 15, 2004 which was introduced as Complainant's Exhibit 29.

Officer Herman Harris from the Birmingham Police Department Homicide Division also testified. He investigated the shooting. He interviewed Thomas at the scene and also went to Cooper Green Hospital, where Hall was taken for medical attention, to talk to Hall. He also talked to the treating physician at Cooper Green. Harris also determined that the shooting was improper and that the unarmed victim was probably running away.

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Information gathered from the treating physician at Cooper Green Hospital indicated that Hall was likely running at the time of the shooting. The bullet entry wound was lower on the back of the calf than the exit wound on the front of the calf. Therefore, the leg was not in a vertical position at the time of the shooting, but was probably in a horizontal position, as if running. Hall stated to the investigators that he had been chased by Thomas and ran blindly out of fear.

Thomas was originally charged with attempted murder. The charges were later reduced to Second Degree Assault and apparently were subsequently dismissed.

The Firearms Review Committee determined that the shooting was "out of policy." Chief Annetta Nunn testified that she reviewed the Firearms Review Committee's report. She did not make a determination immediately, but wanted to look at the pictures (Complainant's Exhibit 9-14, 28), clothing, and the statement from the treating physician. She considers any use of firearms as serious and a matter impacting the public trust of the police department. Chief Nunn eventually determined that this incident warranted termination.

#### DOMESTIC DISPUTE

One month later, On November 26, 2004, Thomas was involved in a domestic dispute that began at UAB Hospital with his wife, Ms. Shimere Thomas. At that time, Thomas had been at UAB Hospital visiting another woman who had just given birth to a child by Thomas. At the hospital, an altercation began that resulted in Thomas being in his

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EMPLOYEE RELATIONS

car and Ms. Thomas in her car following or chasing the other, depending on which version one believes. The Thomas children were in the car with Ms. Thomas. The cars eventually collided and were both damaged. Police were summoned and Mr. Thomas was arrested.

Sgt. Herman Webb testified that he conducted an investigation of the incident. Sgt. Webb's report was admitted into evidence as Complainant's Exhibit 19. Webb's report showed that Ms. Thomas confronted Thomas at UAB Hospital. Ms. Thomas originally reported that Officer Thomas followed her from UAB Hospital for approximately five or more miles and threatened her. She also signed a police report to that effect. (Complainant's Exhibit 20).

A witness at the scene (a Citgo station on Jefferson Avenue SW) felt that the public peace was disturbed enough for him to call 911. (Complainant's Exhibit 20). The witness told Sgt. Webb that Ms. Thomas was upset and requested that he call 911 because her husband was chasing her. (Complainant's Exhibit 19). It is undisputed that the disturbance resulted in the two cars colliding and mace being sprayed in Ms. Thomas' car where the children were located during the entire incident. Photographs of the damaged vehicles were introduced into evidence. During the incident, Ms. Thomas' front bumper was pulled from her car.

Chief Nunn also testified that she considered this a serious incident because police officers should be held to a high standard. No matter who was at fault during this incident, it was a dangerous situation.

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At the hearing, Ms. Thomas' testimony differed from the statements she gave at the time of the incident. At the hearing she testified that she followed Officer Thomas and that she acted aggressively toward him. Nevertheless, no matter who was the aggressor, the Thomas children and members of the public were endangered. Officer Thomas should have avoided or defused the situation.

Thomas was arrested by the Birmingham Police Department and charged with reckless endangerment. On April 28, 2005, those charges were dismissed. (Complainant's Exhibit 2).

**PROBATION OFFICER INQUIRY**

On April 17, 2005, while he was off on leave because of the investigation into the aforementioned shooting, Thomas requested information from a police dispatcher on a Mr. Lindsey Sturdivant. He then called Sturdivant's probation officer, Ms. Crystal Plump, and requested information about Mr. Sturdivant's whereabouts. Apparently Sturdivant lived with a woman, Kimberly Davis, who also was the mother of a child with Officer Thomas. Plump reported the matter to Police Internal Affairs Division alleging that Thomas deceived her to obtain information about Ms. Davis under false pretense. Sgt. Webb investigated the matter and his report was admitted as Respondent's Exhibit 11.

Interestingly, Davis testified and disputed Plump's version of the phone call. Nevertheless, that was the only time Plump had called Davis and there was no evidence that Plump had any reason to have anything against Thomas or Davis.

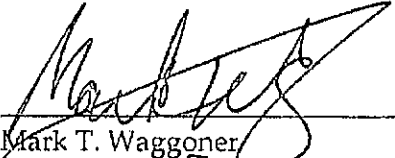
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Thomas contends that the termination was too harsh a form of discipline. He presented evidence of unrelated incidents that he contended were similar and in which lesser punishment was imposed. (Respondent's Exhibits 3, 4, 6, 8). However, Chief Nunn testified about the distinctions in each incident and why they were dissimilar to the present case. For example, in one of the incidents another officer was not terminated for an "out-of-policy" shooting. But in that case, shots had been fired in the area and the officer was reprimanded for returning fire near an occupied dwelling. The dissimilarity is obvious.

In this case, Birmingham Police Homicide Division and Internal Affairs Division both made the determination that an "out-of-policy" shooting of an unarmed person occurred. The shooting in and of itself was grounds for termination. Given the disputed testimony, the other two incidents might not, taken individually, rise to a level to warrant termination. However, all three incidents taken together overwhelmingly support the termination.

WHEREFORE, The Hearing Officer recommends that the termination be AFFIRMED.

  
Mark T. Waggoner  
Hearing Officer

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**BEFORE THE PERSONNEL BOARD OF JEFFERSON COUNTY, ALABAMA**

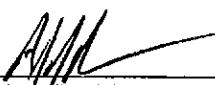
**JASON DAVIS** )  
 )  
 **Grievant,** )  
 )  
 v. ) **CASE NO. GR-2009-02-0195**  
 )  
 **CITY OF MIDFIELD** )  
 )  
 **Respondent.** )

**ORDER**

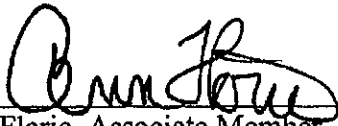
This cause comes before the Personnel Board of Jefferson County (hereinafter referred to as the "Board") on April 14, 2009 with respect to the grievance filed by employee Jason Davis. Grievant Davis alleges that the City of Midfield, which is his Appointing Authority, does not grant transfers consistently to all Classified Employees.

On March 9, 2009, the Personnel Director found that this grievance was not subject to the grievance procedure under Rule 15 of the Personnel Board Rules and Regulations. On March 23, 2008, Grievant Davis filed an appeal to the Director's determination of his grievance. Accordingly, the Board AFFIRMS the Personnel Director's determination that the grievance is not adjustable under Rule 15 of the Personnel Board Rules and Regulations.

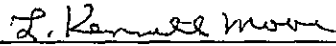
Done this the 14<sup>th</sup> day of April, 2009.

  
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Alfred P. Smith, Chair  
Personnel Board of Jefferson County

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Ann Florie, Associate Member  
Personnel Board of Jefferson County



L. Kenneth Moore, Associate Member  
Personnel Board of Jefferson County

Attested by:

  
Lorren Oliver, Director

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**CERTIFICATE OF SERVICE**

I hereby certify that I have this date served a copy of the foregoing Order upon all parties and counsel of record in this cause by electronic mail or placing a copy of same in the United States mail, postage prepaid, addressed as follows on this the 14<sup>th</sup> day of April 2009.

Mayor Gary Richardson (E-mail)  
City of Midfield  
725 Bessemer Super Highway  
Midfield, AL 35228

(E-mail & Certified Mail)  
Mr. Jason Davis  
14757 Keenes Mill Road  
Coaling, AL 35453

Chief James R. White (E-mail)  
Midfield Police Department  
725 Bessemer Super Highway  
Midfield, AL 35228

Attorney David Sullivan (E-mail)  
1728 Third Avenue North  
Birmingham, AL 35203-2030

Lt. Henry Dudley (E-mail)  
Midfield Police Department  
725 Bessemer Super Highway  
Midfield, AL 35228

Mr. Roger McCullough (E-mail)  
Personnel Board of Jefferson County  
2121 8<sup>th</sup> Avenue North Suite 100  
Birmingham, AL 35203

Ms. Tameeka Ephriam (E-mail)  
Midfield City Clerk's Office  
725 Bessemer Super Highway  
Midfield, AL 35228

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Of Counsel

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OF JEFFERSON COUNTY  
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**PERSONNEL BOARD  
FEBRUARY/MARCH BI-WEEKLY  
EXPENDITURE REPORTS**

PERSONNEL BOARD OF JEFFERSON COUNTY  
 BI-WEEKLY EXPENDITURE REPORT FOR THE CHAIRMAN OF THE BOARD  
 FEBRUARY 21, 2009 THROUGH MARCH 6, 2009

VENDOR	BRIEF DESCRIPTION OF SERVICES/PRODUCT PROVIDED	AMOUNT OF INVOICE	WEEK SUBMITTED FOR PAYMENT
1	SIOP 2009 Conference	5,930.08	February 20, 2009
2	The Birmingham Times	76.92	February 20, 2009
3	Pete Blank - PBJC Training Advisor	1,948.34	February 27, 2009
4	Pete Blank - PBJC Training Advisor	15.00	February 27, 2009
5	Barnes Office Solutions	695.13	February 27, 2009
6	Society of Human Resource Management (SHRM)	160.00	February 27, 2009
7	Lloyd, Gray & Whitehead	31.00	February 27, 2009
8	Lloyd, Gray & Whitehead	2,490.00	February 27, 2009
9	Lloyd, Gray & Whitehead	825.00	March 6, 2009
10	Data Business Systems	9,430.90	March 6, 2009
11	Lloyd, Gray & Whitehead	31.00	March 6, 2009
12	Mark T. Waggoner	1,250.00	March 6, 2009
13	Society of Human Resource Management (SHRM)	160.00	March 6, 2009
14	Balch & Bingham	36,089.90	March 6, 2009
15	Balch & Bingham	132.50	March 6, 2009
16	Balch & Bingham	921.00	March 6, 2009
17	Balch & Bingham	75.00	March 6, 2009
18	Barnes Office Solutions	324.00	March 6, 2009
19	Crystal Springs	108.00	March 6, 2009
20	Lamar Advertising	4,125.00	March 6, 2009
21	Imaging Business Machines (IBM)	2,762.90	March 6, 2009
22	Winston Cooks, LLC	750.80	March 6, 2009
		<u>70,083.87</u>	

Alfred F. Smith, Jr., Chairperson  
 Personnel Board of Jefferson County

*[Signature]*

Lorren Oliver, Director  
 Personnel Board of Jefferson County

3/20/09  
 Date

3-11-09  
 Date

PERSONNEL BOARD OF JEFFERSON COUNTY  
 BIWEEKLY EXPENDITURE REPORT FOR THE CHAIRMAN OF THE BOARD  
 MARCH 7, 2009 THROUGH MARCH 20, 2009

VENDOR	BRIEF DESCRIPTION OF SERVICES/PRODUCT PROVIDED	AMOUNT OF INVOICE	WEEK SUBMITTED FOR PAYMENT
1 Citrus Document Management	Shredding services of PBJC sensitive documents - February 2009	49.50	March 13, 2009
2 Berney Office Solutions	Monthly copier rental of one copier and February late fees (Administration) - March 2009	352.00	March 13, 2009
3 Iron Mountain	Monthly storage of PBJC documents related to consent decree - February 2009	198.11	March 13, 2009
4 Berney Office Solutions	Monthly copier rental for three copiers (Training, Recruitment & Testing) - April 2009	1,113.91	March 13, 2009
5 AON Consulting Services	Protective Services profile scoring and reporting for 110 candidates	2,420.00	March 13, 2009
6 Thomson West	Monthly online legal subscription for Board's General Counsel - February 2009	518.80	March 13, 2009
7 Federal Express	Shipment of test materials to AON consulting services for scoring - February 2009	14.19	March 13, 2009
8 Ken Moore	Legislative Allowance for Board members - February & March Board Meetings - FY 2009	150.00	March 13, 2009
9 Ann Flone	Legislative Allowance for Board members - February & March Board Meetings - FY 2009	150.00	March 13, 2009
10 Al.com	Monthly online advertising of Merit System positions - February 2009	1,000.00	March 13, 2009
11 Affiliated Computer Services	Monthly hosting services for Lawson data - March 2009	28,800.00	March 20, 2009
12 Tamara Brown	PBJC employee tuition reimbursement - Graduate Program - February 2009	600.00	March 20, 2009
13 Crystal Springs of Alabama	PBJC water cooler rental charges (2 coolers) - March 2009	60.00	March 20, 2009
14 The Birmingham Times	Newspaper advertising of Merit System position (Asst. Health Services Admin) - March 2009	114.03	March 20, 2009
15 WBHM 90.3 FM	Radio advertisement of Merit System positions - February 2009	280.00	March 20, 2009
16 The Birmingham News	Newspaper advertising of Merit System positions (CityCountyJobs, Admin Jobs, Security Officer) - Jan 2009	3,897.49	March 20, 2009
17 Hartford Insurance Company	Renewal of the Personnel Board's Business Liability Insurance Policy - Fiscal Year 2009	6,567.00	March 20, 2009
18 University of South Alabama	Career event to promote Merit System positions - April 2009	250.00	March 20, 2009
19 Jefferson State Community College	Career event to promote Merit System positions - April 2009	25.00	March 20, 2009
20 Gadsden State Community College	Career event to promote Merit System positions - April 2009	25.00	March 20, 2009
21 Cox Radio 2009 Career Summit	Career event to promote Merit System positions - April 2009	300.00	March 20, 2009
22 CFP, Inc.	Annual renewal of Training site - Skiboone Site Renewal Fee - Fiscal Year 2009	195.00	March 20, 2009
23 Ashant Edwards	PBJC employee mileage reimbursement for site visit to Bessemer related to Labor Supervisor - March 2009	53.06	March 20, 2009
24 Crystal Springs of Alabama	Nineteen bottles of drinking water for PBJC staff - March 17, 2009	114.00	March 20, 2009
25 Tech Depot	HP LaserJet Printer for Testing Department - January 2009	549.99	March 20, 2009
26 Wall Street Deal	Meals provided for twenty-five participants for the Board's Leadership Development for Govt Execs) - Mar 4, 2009	250.18	March 20, 2009
27 Wall Street Deal	Meals provided for twenty-three participants for the Board's Leadership Development for Govt Execs) - Mar 11, 2009	251.08	March 20, 2009
28 The Birmingham News	Newspaper advertising of Merit System positions (Chief Dietitian & CityCounty Jobs) - February 2009	1,899.97	March 20, 2009
29 Arthur L. Davis Publishing Agency, Inc.	Magazine advertising of Merit System positions for Nursing - March 2009	947.23	March 20, 2009
		<u>51,145.64</u>	

Alfred F. Smith, Jr., Chairperson  
 Personnel Board of Jefferson County

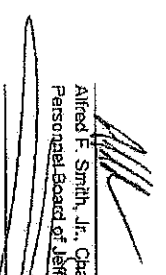
Larren Oliver, Director  
 Personnel Board of Jefferson County

Date 3/24/09

Date 3-23-09

PERSONNEL BOARD OF JEFFERSON COUNTY  
 BI-WEEKLY EXPENDITURE REPORT FOR THE CHAIRMAN OF THE BOARD  
 MARCH 21, 2009 THROUGH APRIL 3, 2009

VENDOR	BRIEF DESCRIPTION OF SERVICES/PRODUCT PROVIDED	AMOUNT OF INVOICE	WEEK SUBMITTED FOR PAYMENT
1 Lamar	Monthly billboard advertising of Merit System positions - March 15 through April 14, 2009	4,125.00	March 27, 2009
2 Lamar	Monthly storage fee for four vinyl billboards - March 2009	120.00	March 27, 2009
3 Balch & Bingham	Legal expenses related to C. Heynes - February 2009	128.00	March 27, 2009
4 Balch & Bingham	Legal expenses related to U. Mitchell - February 2009	300.00	March 27, 2009
5 Balch & Bingham	Legal expenses related to General Legal - February 2009	48,417.72	March 27, 2009
6 Corporate Express	Un-install, movement & re-install of two cribs from first floor to better utilize space - January 2009	1,351.00	March 27, 2009
7 Lloyd, Gray & Whitehead	Legal services related to C. Buchanan vs. Sheriff Haler, Sheriff's Dept. & PBJC - January 2009	1,746.40	March 27, 2009
8 Lloyd, Gray & Whitehead	Legal services related to Jefferson County Revenue Dept vs E. Pruitt - January 2009	4,644.30	March 27, 2009
9 Lloyd, Gray & Whitehead	Legal services related to D. Bowie vs. PBJC - January 2009	1,019.45	March 27, 2009
10 Lloyd, Gray & Whitehead	Legal services related to F. Dickerson vs. PBJC - January 2009	62.00	March 27, 2009
11 Lloyd, Gray & Whitehead	Legal services related to J. Hicks vs. PBJC - January 2009	162.30	March 27, 2009
12 Lloyd, Gray & Whitehead	Legal services related to J. Williams - January 2009	276.20	March 27, 2009
13 Lloyd, Gray & Whitehead	Legal services related to C. Williams - January 2009	46.50	March 27, 2009
14 Computer Products & Supplies	3M anti-glare/anti-radiation monitor for PBJC employee's computer monitor - March 2008	110.94	March 27, 2009
15 Federal Express	Shipment charges for returning product to vendor - March 2009	46.72	March 27, 2009
16 Bernay Office Solutions	Two boxes of staples for Testing's copier - March 2009	196.00	March 27, 2009
17 Thomson West	Monthly online legal subscription for the Board's General Counsel - January 2009	518.86	March 27, 2009
18 Tierney Brothers, Inc.	Ceiling mount bracket used to mount the Testing Department's projector - January 2009	149.00	March 27, 2009
19 Charles Williams, Jr.	PBJC employee mileage reimbursement related to 2008-2009 Comp Survey and Laborer Audits - Nov & Dec 2008	58.32	March 27, 2009
20 Charles Williams, Jr.	PBJC employee mileage reimbursement related to 2008-2009 Comp Survey and Laborer Audits - Dec 2008 & Jan 2009	155.12	March 27, 2009
21 Andre Dickerson	PBJC employee mileage reimbursement related to 2008-2009 Comp Survey and Laborer Audits - Jan 2009	26.33	March 27, 2009
22 Andre Dickerson	PBJC employee mileage reimbursement related to 2008-2009 Comp Survey and Laborer Audits - Jan 2009	20.96	March 27, 2009
23 Adventure Travel	Airfare for PBJC volunteer assessors - March 2, 2009 - March 8, 2009	2,646.80	March 27, 2009
24 Adventure Travel	Airfare for PBJC volunteer assessors - March 2, 2009 - March 12, 2009	7,557.38	March 27, 2009
25 Lasalle Systems Leasing, Inc.	Monthly leasing payment for three copiers (WD&S, Training & Testing) - May 2009	175.00	April 3, 2009
26 Mercer	Metropolitan Benchmark Position Classification & Compensation Survey for the Southeast - December 2008	55.86	April 3, 2009
27 Bernay Office Solutions	Staples for Training Department's copier - March 2009	1,000.00	April 3, 2009
28 Al.com	Online advertising of Merit System positions - March 2009	114.03	April 3, 2009
29 The Birmingham Times	Newspaper advertising of Merit System positions (Maintenance Repair Workers) - March 2009	77,337.69	April 3, 2009
<b>TOTAL</b>		<b>77,337.69</b>	

  
 Alfred F. Smith, Jr., Chairperson  
 Personnel Board of Jefferson County

4-7-09  
 Date  
 4-6-09  
 Date  
 Loren Oliver, Director  
 Personnel Board of Jefferson County