

LABOR AGREEMENT

July 1, 2021 - June 30, 2024

BETWEEN

CITY OF JACKSON

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

Local 1306

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## **AGREEMENT**

THIS AGREEMENT, entered into effect this 1st day of July, 2021, between the CITY OF JACKSON, MICHIGAN, a Municipal Corporation hereinafter called the "City," and LOCAL NO. 1306 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as the SUMMIT/JACKSON FIRE FIGHTERS ASSOCIATION, AFL-CIO, hereinafter called the "Union."

WITNESSETH:

That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

### **ARTICLE 1 – PURPOSE**

The parties hereto have entered into this Agreement pursuant to the authority of the Public Acts of 1965, as amended, to incorporate understandings reached into a written Agreement.

### **ARTICLE 2 – COVERAGE**

This Agreement shall be applicable to all sworn employees of the Fire Department of the City, except the Chief and Deputy Chief thereof and except civilian employees and Fire Cadets.

### **ARTICLE 3 – RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining representative of said employees of the Fire Department, for the purpose of collective bargaining in regard to wages, hours and other terms and conditions of employment.

### **ARTICLE 4 - AGENCY SHOP**

**Section 4.1.** All employees covered by this Agreement who voluntarily are or who voluntarily become members of the Union in good standing, following the date of signing of this Agreement, or at the beginning of their employment, shall, as a condition of their employment, remain members of the Union in good standing during the term of this Agreement, or shall pay Union dues in accordance with the provisions of Section 4.2 thereof.

**Section 4.2.** Any employee covered by this Agreement who is not, or does not become a Union member, shall be required, within thirty (30) days from the effective date hereof, or in the case of a new employee, within thirty (30) days from the date of his/her employment, as a condition of employment, to have an amount equal to the Union monthly dues, not including any initiation fees, deducted from his/her wages in the same manner as check-off Union dues.

**Section 4.3.** Upon receipt of a written authorization from any employee covered by this Agreement, the City will, every second pay period of the month, deduct from the employees' pay, the amount owed to the Union by such employee for Union membership dues.

**Section 4.4.** The Union agrees to furnish to the City written authorizations, in suitable legal form, for such pay deductions from its members and to present such forms forthwith to all employees covered by this Agreement who are nonmembers for signature. In the event the Union, after a good faith effort, fails to procure the signature of such nonmembers, it shall notify the City forthwith.

**Section 4.5.** The Union will indemnify, defend and hold the City harmless against any claims made, liability incurred, and any suit instituted against the City on account of any check-off of Union dues and against any liability of any kind whatsoever arising to the City from the provisions of this Article.

**Section 4.6.** The Union agrees to refund to the City any amounts paid to it in error, on account of the provisions of this Article upon presentation of proper evidence thereof.

## **ARTICLE 5 - UNION ACTIVITIES**

**Section 5.1. General.** Employees and their Union representatives shall have the right to join the Union, to engage in lawful activities for the purposes of collective negotiations or bargaining or other mutual aid and protection, to express or communicate any view, grievance, or complaint in accordance with the procedures set forth in this Agreement, related to the conditions or compensation of their employment, all free from any and all restraint, coercion, discrimination, or reprisal.

**Section 5.2. Released Time.** Officers and other representatives of the Union shall be afforded reasonable time during regular working hours without loss of pay for Union purposes, with the approval of the Director of Police and Fire Services, including negotiations with the City and settlement of grievances arising under this Agreement. Union delegate members, not to exceed two (2) in number, shall be afforded time off with pay to attend the Michigan Professional Firefighters Convention held every two (2) years not to exceed three (3) days and the same shall apply to Union delegates attending the International Association of Fire Fighters Convention held every two (2) years, not to exceed five (5) days.

A. Prior to January 1 of each year, the Union shall notify the Director of Police and Fire Services which officers will be responsible for grievance processing during the succeeding calendar year.

In addition, prior to vacation picks each year, the Union shall notify the Chief which delegates will be attending conventions during the succeeding twelve (12) months and the dates of said conventions.

**Section 5.3. Bulletin Boards.** The Union shall be provided suitable bulletin board space at each fire station for the posting of Union notices of the following type:

1. Notices of recreational and social events of the Union.
2. Notices of Union election.



- 3. Notices of results of Union elections.
- 4. Notices of meetings of the Union.
- 5. Also, such other notices as receive the prior approval of the Director of Police and Fire Services.

Such space shall be identified with the name of the Union and the Union will designate persons responsible therefor and inform the City of the names of such persons.

**Section 5.4. Union Meetings.** The Union may hold its general or special meetings on Fire

Department property if the Union obtains prior approval of the Chief of the Fire Department, and further provided that if permission is granted, it does not disrupt the duties of the employees or the efficient operations of the Department. Executive Board meetings may be held on Fire Department property as long as they do not disrupt the Fire Department operations and advance notice is given to the Director of Police and Fire Services of such meetings.

**ARTICLE 6 - WAGES**

**Section 6.1. Rates of Pay.**

- A. The job classifications, applicable rates of pay, and periodic increases therefor are set forth in Appendix A attached hereto and by this reference made a part hereof.
- B. The following method shall be used in calculating rates of pay in the future for Class Grades 58:
  - Tier I Class Grade 58 shall be 15.0% higher than Class Grade 55.
  - Tier II Class Grade 58 shall be 10.0% higher than Class Grade 55.
- C. The salary rates for the period of July 1, 2021 through June 30, 2023 shall be as set forth in the attached Appendix A, Schedule I and Schedule II

<u>Year 1</u>	0% increase for employees hired before 2012	0% increase for employees hired after 2012
<u>Year 2</u>	0% increase for employees hired before 2012	0% increase for employees hired after 2012
<u>Year 3</u>	Tier I Wage Reopener	Tier II Percentage increase to match Local 1306 Summit Chapter's corresponding wage scale that begins on April 1, 2023

**Section 6.2. Holiday Pay.**

- A. All personnel in the Fire Department working on the platoon system and thereby required to work on ordinarily observed holidays shall be entitled and are hereby granted leave of absence

in the amount of four (4) work shifts (96 hours) in lieu of receiving holidays and this additional time off in lieu of holidays shall be at such time as agreed upon by the Chief of the Department and in accordance with vacation scheduling policy.

Such employees hired after January 1 of any given year, but before October 1 of said year, shall be allowed to select one (1) duty day off for every three (3) holidays which occur during said nine (9) month period, provided said employee is still employed after the holidays occur for which they are claiming duty days off. Such duty days must be taken off prior to December 31 of the year in which hired.

Effective January 1, 2009, when an employee on the platoon system works on any day celebrated as one of the specified holidays listed below, he shall be paid one and one-half times his regular straight time hourly rate for all hours worked on the holiday. Time worked for this purpose will include those hours between 12:01 a.m. and 12:00 midnight on the day the holiday is observed.

Employees who retire in accordance with either City retirement program on or after January 1 of any given year, shall be entitled to a pro-rata holiday pay-off of one (1) duty day for each three (3) holidays that occur prior to the employee's retirement, unless the employee has elected to schedule the holiday leave days off as part of his/her vacation pick.

B. All other full-time employees not working on the platoon system shall receive holidays as follows:

The first day of January	New Year's Day
The third Monday of January	Martin Luther King Day
The third Monday of February	Presidents' Day
The Friday immediately preceding Easter	Good Friday
The last Monday in May	Memorial Day
The fourth day of July	Independence Day
The first Monday of September	Labor Day
The eleventh day of November	Veteran's Day
The fourth Thursday of November	Thanksgiving Day
The Friday immediately following Thanksgiving	
The day before Christmas	Christmas Eve Day
The twenty-fifth day of December	Christmas Day

If a holiday falls on any such employee's regularly scheduled day off, he/she shall celebrate such holiday on his/her closest regularly scheduled working day. Any holiday which falls within an employee's vacation period shall not be considered as part of the vacation period and the employee shall receive his/her full vacation and one (1) additional day for each holiday which falls within such vacation period.

**Section 6.3. Overtime Pay.** All employees covered by this Agreement shall be paid overtime pay for all authorized overtime work at the rate of time and one-half (1-½) in cash. For purposes of this Agreement, the employee's hourly rate of pay shall be the annual salary for each employee divided by 2080 hours.

**Section 6.4. Call-Back Pay.** Except for scheduled overtime, when an employee is called back to work at any time other than his/her regular designated shift, he/she shall be given not less than four (4) hours work at one and one-half (1-½) times his/her regular rate. Provided, however, that all other work in addition to the first four (4) hours shall be paid at such regular rate, except to the extent that the same may entitle the employee to overtime pay as provided for in Section 6.3. This provision shall not apply to employees who are called back prior to their normal starting time and continue to work their regular shift thereafter. In these cases, employees shall only receive call back pay for the hours worked prior to the start of his/her regularly starting time.

Further, no call-back pay will be paid more than once during any twelve (12) hour period. For purposes of computation of call-back pay, as such, the employee's hourly rate will be computed by dividing his/her annual salary by 2080 hours.

In the event of sick leave or worker's compensation leave, employees working the platoon system must work one (1) regular work shift before being eligible for any unscheduled overtime call-back.

## **ARTICLE 7 - HOURS OF EMPLOYMENT**

**Section 7.1. Work Week.** The work week of employees in the fire suppression division shall be fifty-six (56) hours per week on a three (3) platoon system (California system). The Assistant Chief who are not assigned to a suppression shift shall be considered salaried employees for purposes of their regular work assignments. Other non-suppression employees (including suppression employees assigned to light duty on a 40-hour schedule) shall normally work a forty (40) hour week; their normal hours shall continue to be eight (8) hours per day, five (5) days per week. These eight-hour employees are eligible to adjust their work schedules to accommodate work-related meetings, presentations, etc., as well as personal appointments. Schedule adjustments are subject to the approval of the Director of Police and Fire Services.

The Assistant Chief may be required to rotate availability for call during off-duty hours and shall respond to calls via car radio or a pager, which shall be carried at all times when on call. The types of calls that require a response by the on-call Assistant Chief shall be controlled by Department policy. Assistant Chief who are required to report for emergencies outside business hours will be compensated for reporting to work for actual time worked at the rate of time and one-half their regular hourly rate. Assistant Chief who respond to emergency call-in may choose to work the entire four (4) hours referenced in Section 6.4.

Assistant Chief who are assigned to a suppression shift shall be considered hourly employees for purposes of their regular work assignments, and will be compensated for working additional hours in the same manner as other suppression staff.

Any changes or adjustments in the fire fighter work week, hours per week or platoon system shall be made only after negotiations and agreement between the parties. If such changes are hereafter mandated by law, then the parties hereafter may utilize all existing legal procedures for negotiating the economic impact of those changes upon the respective parties. Such procedures shall include negotiation, fact finding, mediation and arbitration.

## **Section 7.2. Trading of Days**

- A. Employees in the suppression division shall be permitted to voluntarily trade work or leave days with the approval of the Chief of the Department.
- B. When trading of days occur, an employee holding a lower classification may trade with someone in a higher classification and will be paid the acting rate for a higher classification when appropriate. When the trading of such time is reversed or paid back for the previous trade, such trade will be permitted only when there is a vacancy present on that shift in the higher classification so that no requirement to pay out-of-grade pay exists. Traded time shall not require more than three (3) Captains or three (3) Fire Motor Drivers to be on duty on any one shift.
- C. Time trades (or time trades in combination with vacation leave) should not place the employee in a position to be away from work for longer than 30 calendar days. Time trades used in combination with paid sick leave to cover an extended leave of absence may exceed 30 calendar days. The seniority date and service date of employees who are absent more than 30 consecutive calendar days, for reasons of unpaid sick leave and/or time trades will be adjusted accordingly. Similarly, sick leave accrual may be impacted by extended time trade periods (see Section 10.1.b).

**Section 7.3. Short Time Trades.** Employees in the suppression division shall be permitted to voluntarily trade one (1) short time period during the work or leave day, with the approval of the Chief of the Department (or designee). "Short time" shall be defined as twelve (12) hours or less in any twenty-four (24) hour shift, and the trading of such time is not limited to employees holding the same rank. In general, the employee working the short time trade will assume the responsibilities and assignment of the employee they are replacing so as to avoid excessive movements. Exceptions to the general rule will be made when it is necessary to reassign a Fire Fighter to act as a Driver or to reassign a Driver to act as a Captain, as a result of the trade.

## **Section 7.4. All Time Trades.**

- A. If an employee fails to report for duty on a time trade, the employee will forfeit hours of unscheduled vacation (or scheduled vacation at the employee's discretion) for the hours of the uncovered trade. If the employee does not have any unscheduled vacation in his bank at the time of the missed trade, and chooses not to forfeit scheduled vacation, the hours will be deducted from the next year's vacation bank prior to any new vacation time being scheduled for the next year. If the employee terminates employment before the vacation is forfeited, compensation for an equivalent period will be deducted from the employee's final payout. Vacation forfeited in this manner will be considered as time worked for purposes of the negotiated time trade.
- B. Time trades will be completed within two (2) calendar years except in extraordinary Circumstances.

**Section 7.5. Leave Donation.** Fire department members may give time from their leave banks to other fire department members at the sole discretion of the Director of Police and Fire services.

**ARTICLE 8 – STAFFING ASSIGNMENTS**

**Section 8.1.** The emergency and nonemergency dispatching of Fire Department personnel shall be performed by a central dispatch service. The Fire Department employees may be assigned and expected to place paging devices in their homes as part of the call-back system to be used. Employees may, but shall not be required to, carry these paging devices with them when they leave their homes during off-duty hours.

**Section 8.2.** The City agrees to continue the practice of assigning a Captain or Acting Captain to the ladder truck on each shift and the parties agree that the pumpers may be used to perform emergency medical runs. A Captain or Acting Captain will continue to staff the Aerial apparatus on a daily basis. With the exception of the Aerial, a Lieutenant or Acting Lieutenant will be assigned to every apparatus that is in service for the shift. There shall be a minimum of two (2) Lieutenant position's assigned to each shift.

In the event there is an acting Officer on the Primary Mutual aid apparatus and there is a promoted Officer available, the promoted Officer will assume the Officer's role on that apparatus.

**ARTICLE 9 - VACATIONS**

**Section 9.1. Eligibility and Amount.**

A. All present employees covered by this Agreement who work the platoon system (56-hour week) in the suppression division, shall accrue vacation leave as follows:

Employees working the platoon system shall be entitled to carry over no more than eighty-four (84) hours vacation leave, except that such employees with ten (10) or more years of service shall be entitled to carry over no more than one hundred sixty-eight (168) hours vacation leave. This carry over shall be computed as vacation leave accrued on December 31 of any year.

All employees working the platoon system shall normally be granted their first pick, one (1) vacation period of no less than 144 hours which includes 96 hours of leave in lieu of holidays. A maximum of 216 hours shall be allowed from April 1 through September 30 of each year. There shall be no maximum number of hours from January 1 through March 31 and from October 1 through December 31. Second picks and beyond can be in any amount in twelve (12) hour increments where vacation openings occur.

All employees covered by this Agreement who work the platoon system (56-hour week) in the suppression division, shall accrue vacation leave as follows:

ANNUAL		
<u>YEARS OF SERVICE</u>	<u>ACCRUAL</u>	<u>BASIS OF ACCRUAL</u>
Less than five years	168 hrs.	14 hrs. per mo. worked

5 but less than 10 years	180 hrs.	15 hrs. per mo. worked
10 but less than 15 years	216 hrs.	18 hrs. per mo. Worked
15 but less than 20 years	288 hrs.	24 hrs. per mo. worked
20 or more years	312 hrs.	26 hrs. per mo. Worked

B. All present employees covered by this Agreement who work a forty (40) hour week (non-platoon, non-suppression) shall accrue vacation leave as follows:

Employees working a forty (40) hour week (non-platoon, non-suppression) shall be entitled to carry over no more than forty (40) hours vacation leave, except that such employees with ten (10) or more years of service shall be entitled to carry over no more than eighty (80) hours vacation leave. This carry over shall be computed as vacation leave accrued on December 31 of any year.

All employees working the forty (40) hour week (non-platoon, non-suppression) shall normally be granted one (1) vacation period of at least eighty (80) hours. All vacation usage shall be under the direction and approval of the Director of Police and Fire Services.

ANNUAL

<u>YEARS OF SERVICE</u>	<u>ACCRUAL</u>	<u>BASIS OF ACCRUAL</u>
Less than 5 years	80 hrs.	6.66 hrs. per mo. worked
5 but less than 10 years	96 hrs.	8 hrs. per mo. worked
10 but less than 15 years	120 hrs.	10 hrs. per mo. worked
15 but less than 20 years	160 hrs.	13.33 hrs. per mo. worked
More than 20 years	184 hrs.	15.33 hrs. per mo. Worked

C. Annual accrual will be credited on January 1 of each year in the hourly amounts shown for all present employees with five (5) or more years of service. For employees with one (1) but less than five (5) years of service, vacation will accrue at the rate of one-half (½) the employees' current annual vacation leave for each six (6) months of continuous service. For employees hired subsequent to February 17, 1989, vacation leave shall accrue at the rate stated above and be credited to each employee's account at the completion of each month worked. "Each month worked" for accrual purposes shall include time off duty charged against vacation leave, sick leave, duty-disability leave or similar types of absence only as long as the employee continues to remain on the active payroll and receives a bi-weekly paycheck as a regular employee. An employee's anniversary date, for purposes of this Section, shall be the date of hire as a regular employee of the City and shall be the date each month upon which vacation leave is accrued.

Vacation leave will not be granted in excess of vacation credit earned by service prior to the starting date of leave.

- D. All employees covered by this Agreement shall take at least one (1) vacation leave period each year utilizing the minimum number of hours as indicated above. Additional time off may be scheduled as vacation accrual and departmental operations allow.

**Section 9.2. Designation of Vacation Period.** Employees shall be afforded a reasonable time to designate their preferred vacation period(s), with such selection to be made prior to January 1 of each year. The Director of Police and Fire Services shall schedule vacation leave with particular regard to department seniority of employees and with regard to departmental operating requirements and, insofar as possible, with the written request of the employees.

Absence on account of sickness, injury or disability in excess of hereinafter authorized for such purposes, may, at the request of the employee and with the approval of the Director of Police and Fire Services, be charged against vacation leave accrual.

**Section 9.3. Payoff of Accrued Vacation Leave.** If an employee with less than five (5) years of credited service, who is otherwise eligible for vacation with pay quits or is discharged and not reinstated on or after the monthly anniversary date upon which he/she qualified for such vacation with pay without having received same, such employee will receive, along with his/her final paycheck, the vacation pay for which he/she qualified as of such monthly anniversary date. If an employee quits or is discharged prior to the monthly anniversary date upon which he/she would be qualified for a vacation with pay, he/she will not be entitled to any portion of the vacation pay for which he/she would have qualified on such monthly anniversary date.

**Section 9.4. Additional Vacation Days.** Effective June 30, 1994, additional vacation time shall be granted to the ranking employees as follows:

Assistant Chief - 2 (8-hour) days

Employees may add such additional bonus time to their vacation leave, and if so, then must follow the requirements of vacation leave provisions. Employees shall have the option of either selling the day(s) back or using said day(s) as vacation time. Members entitled to said incentive payments shall make their election no later than July 1 of each year. Members shall be paid on the cash option no later than August of each year.

Requirements Governing Additional Vacation Time:

- A. Time shall be given on the 1st of July each year.
- B. Newly promoted employees shall be entitled to this vacation on a prorated basis until July 1st following the promotion, at which time they shall start receiving the full benefit.
- C. This time shall be used in the fiscal year in which it is given and cannot be carried over.

**Section 9.5. Vacation Credit Conversion.** When it is necessary for the employer to assign an employee to a 40-hour work week from a 56-hour work week, whether temporary or permanent, the employee's vacation credits will be converted as outlined below.

Vacation time credits will be converted by multiplying the employee's current number of hours by the results of dividing the employee's vacation accrual as a 40-hour work week employee by the vacation accrual he/she would earn as a 56-hour work week employee. As of January 15, 2021, the formula would be:

Less than 5 years of service:	$80 / 168 = 0.4762$
More than 5 years, but less than 10 years:	$96 / 180 = 0.5333$
More than 10 years, but less than 15 years:	$120 / 216 = 0.5556$
More than 15 years, but less than 20 years:	$160 / 288 = 0.5556$
More than 20 years:	$184 / 312 = 0.5897$

In the event of a temporary assignment, when the employee is returned to a 56-hour work week, their sick and vacation credits will be converted again:

Vacation:

Less than 5 years of service:	$168 / 80 = 2.100$
More than 5 years, but less than 10 years:	$180 / 96 = 1.875$
More than 10 years, but less than 15 years:	$216 / 120 = 1.800$
More than 15 years, but less than 20 years:	$288 / 160 = 1.800$
More than 20 years:	$312 / 184 = 1.696$

In this section, temporary shall be defined as 30 days or more unless agreed upon by the Union and employer.

## **ARTICLE 10 - SICK LEAVE AND FUNERAL LEAVE**

**Section 10.1.** Every seniority employee covered by this Agreement who works a fifty-six (56) hour work week schedule shall accrue twelve (12) hours of sick leave allowance for each completed calendar month of service. When a fifty-six (56) hour employee actually uses a day of sick leave, he/she shall have twenty-four (24) hours deducted from his/her accumulated unused sick leave.

Every seniority employee who works a forty (40) hour work schedule shall accrue eight (8) hours of sick leave allowance for each completed calendar month of service. When a forty (40) hour employee actually uses a day of sick leave, he/she shall have eight (8) hours deducted from his/her accumulated unused sick leave.



Such sick leave allowance may only be used by an employee when incapacitated to perform his/her duties due to sickness or injury, or when quarantined, or in the event of a serious illness or death in the employee's immediate family. All foreseeable leaves for such purposes shall require specific prior approval of the Director of Police and Fire Services. In the event of sick leave for any purpose, the Director of Police and Fire Services may require a certificate of a medical doctor or other competent professional individual giving information as to the circumstances involved. The immediate family, for these purposes, shall be regarded to include the parents, current spouse, children, brothers, sisters, grandparents, grandchildren and current parents-in-law.

- A. The rate of accrual and usage of sick leave allowance as described above shall be initially computed by this method retroactively to the date each current employee in the unit was hired as a sworn officer in the Jackson Fire Department.
- B. In order to accumulate sick leave for any given month, an employee must actually work one hundred twenty (120) hours or be on Worker's Compensation, vacation or holiday.
- C. Effective July 1, 1991, the City hereby agrees to pay retirees after that date an amount equal to one hundred percent (100%) of salary for unused sick leave at the time of retirement with a maximum of seven hundred twenty (720) hours accumulation.
- D. It is understood and agreed that sick leave will not be abused. An employee who makes a false claim for paid sick leave shall be subject to appropriate disciplinary action depending on the circumstances involved.
- E. Employees are required to provide medical certification of illness or injury supporting the employees' inability to work in all of the following circumstances. (Appropriate certification to use sick leave as funeral leave may also be required in these circumstances.) The department may require employees to use a department-issued form to ensure the medical professional provides all appropriate information (duration of sick leave, nature of injury/illness, date of treatment, etc.).
  - 1. For 56-hour workweek personnel, appropriate documentation will be required to substantiate all absences of more than two (2) consecutive 24-hour shifts.
  - 2. For 40-hour workweek personnel, appropriate medical documentation will be required to substantiate all absences of more than three (3) consecutive work shifts.
  - 3. An employee experiencing more than four (4) separate incidents of illness/injury in the previous 12-month period will furnish appropriate documentation before returning to work, regardless of the number of days absent. (Use of sick leave to attend funerals of immediate family members will not be counted as an incident for this purpose.)
  - 4. In unusual circumstances in which it is not possible to obtain appropriate medical certification before the employee's scheduled workday, the employee may request and the Director of Police and Fire Services may approve modification of these requirements.

- F. Employees who are incapacitated to perform their duties are expected to remain at home and be available to report to the Employer's physician for evaluation. Exceptions to this requirement include employees who are hospitalized, are otherwise receiving medical care, or were out of town when they became ill or injured. If not at home, the employee will provide the Employer with a telephone number through which he can be reached.

**Section 10.2. Funeral Leave.** Employees working the platoon system shall be entitled to one (1) duty day (24 hours) of funeral leave with pay (not deducted from leave banks), to make arrangements for and attend the funeral of their immediate family, as herein defined, but absence because of such funerals in excess of one (1) duty day will be charged against sick leave or vacation leave, provided he/she attends the funeral and circumstances require his/her being absent beyond the first day following death. At the sole discretion of the Director of Police and Fire Services, additional days of funeral leave may be approved with pay (not deducted from leave banks) for employees working the platoon system to accommodate the employee to make arrangements for and attend a funeral of a spouse, child or parent.

Employees working the forty (40) hour schedule shall receive the amount of pay they should have received on a regular eight (8) hour straight time basis for time necessarily lost during their normal scheduled work week, not to exceed three (3) duty days (24 hours), to make arrangements for and attend the funeral of a member of their immediate family. Absences beyond three (3) eight (8) hour work days to attend funerals will be charged against sick leave or vacation leave, provided he/she attends the funeral and the circumstances require his/her being absent beyond the day of the funeral. At the sole discretion of the Director of Police and Fire Services, additional days of funeral leave may be approved with pay (not deducted from leave banks) for employees working a (40) hour schedule to accommodate the employee to make arrangements for and attend a funeral of a spouse, child or parent.

For the purpose of this Section, immediate family for these purposes shall be regarded to include the parents, spouse, children, brothers, sisters, grandparents, grandchildren, immediate in-laws, domestic partners, and foster or step relatives thereof. The leave days above referred to shall end not later than the calendar day following the day of the funeral, and to be eligible for such pay the employees must notify the Employer as soon as possible of the necessity for such absence, must attend the funeral, and, if requested by the Employer, must present reasonable proof of death, relationship and attendance.

- A. In case of the death of an aunt or uncle, one (1) duty day of sick leave may be used to attend the funeral in accordance with the above conditions.

**Section 10.3. Family and Medical Leave.** Full time employees are eligible to take leaves of absence pursuant to the Family and Medical Leave Act of 1993 (FMLA) and the applicable City personnel policy.

The FMLA and the associated regulations allow eligible employees to take unpaid leaves for certain health and family related reasons for up to twelve work weeks in a twelve month period, and for certain military-related reasons for up to 26 work weeks in a twelve month period, without loss of Employer-paid health benefits. Eligible employees taking FMLA leave will be allowed to use accumulated sick leave

and vacation leave during the FMLA leave as detailed below. Upon return from the FMLA leave, the employee will be restored to a comparable position, in accordance with the Act.

- A. Documentation: Applications for leave must be submitted in writing 30 days in advance of the commencement of the leave, or as soon as possible when a 30-day notice is not possible. Appropriate documentation to confirm the appropriateness of the leave will be required. Family leave application forms are available in the Personnel & Labor Relations Department.
- B. Eligibility: To be eligible, employees must have worked for the City for at least twelve months, including at least 1250 hours during the twelve months immediately preceding the commencement of the leave.
- C. Reasons for leave: Eligible employees may use FMLA leaves for the birth of the employee's child; as parental leave to care for a newly adopted child (during first 12 months of the adoption placement) or a child not yet 12 months old; to care for the employee's spouse, child or parent with a serious health condition; or while the employee is unable to work due to a serious health condition. The eligible employee may also use leave for qualifying exigencies related to a family member's military service and/or a family member's active duty injury, in accordance with the statute.
- D. In some circumstances involving serious health conditions, the FMLA leave may be used intermittently.
- E. Use of paid leave banks:
  - 1. Health Related Leaves: In all cases involving the employee's absence from work due to the employee's own, or a family member's, serious health condition, as defined by the Act and its regulations (with that definition of serious illness used only as it applies to the FMLA), the employee will be required to use his unused sick leave credits. If the employee uses all his accrued sick leave while absent or does not have any unused sick leave credits, the employee must then use his accrued, unused vacation time off until all but forty-eight (48) hours are expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work.
  - 2. Parental Leaves and Military Exigency Leaves: In all cases involving the employee's absence from work to care for an infant or newly adopted child (i.e., not medically necessary) or involving a qualifying exigency related to a family member's current or impending active military service, the employee will first use up to seventy-two (72) hours of unused sick leave credits. If the absence continues beyond seventy-two (72) hours, the employee will use his accumulated vacation days until all but forty-eight (48) hours are expended (or until the vacation bank is exhausted at the employee's option) or the employee returns to work.

3. Workers Compensation Leaves: The Employer may simultaneously designate a health leave resulting from a work-related injury as FMLA leave when such leave exceeds six (6) calendar weeks. In such cases, the employee will not be required to use paid sick leave bank time because the Workers Compensation Statute provides for alternate income replacement.

F. Verification: For all qualifying absences involving the serious health condition of the eligible employee or family member, the terms of the FMLA will be assumed to be effective for absences of more than three (3) consecutive work days, unless medical documentation cannot support the serious health condition standard. Additionally, upon return from the FMLA leave granted for the employee's own serious health condition, the employee will provide a medical statement indicating the employee is fit to perform the essential functions of his job. Appropriate verification may be required to support military-related absences, in accordance with the FMLA statute and regulations.

**Section 10.4 Sick Time Credit Conversion.** When it is necessary for the employer to assign an employee to a 40-hour work week from a 56-hour work week, whether temporary or permanent, the employee's sick credits will be converted as outlined below.

Sick time credits will be converted by multiplying the employee's current number of hours by the results of dividing the current administration sick accrual (8 hours) by the current suppression sick accrual (12 hour). The result of this is 0.6667 as of January 15, 2021.

$$8 / 12 = 0.6667$$

In the event of a temporary assignment, when the employee is returned to a 56-hour work week, their sick and vacation credits will be converted again:

$$\text{Sick: } 12 / 8 = 1.5$$

In this section, temporary shall be defined as 30 days or more unless agreed upon by the Union and employer.

#### **ARTICLE 11 - HOSPITALIZATION/LIFE INSURANCE**

**Section 11.1. Current Employees.** Each employee, their spouse, and eligible dependents shall be entitled to participate in a high deductible health care and any prescription drug plan provided by the Employer. Employees will share the cost of the deductible as follows: \$500 Employee/\$4,500 City for single or \$1,000 Employee/\$9,000 City for two person or family coverage. All employees shall pay 20% of the annual premium costs for medical plans (including prescription drug coverage). However, effective July 1, 2016 all employees shall be enrolled in an outcome based wellness program designed to improve the overall health of our employees while also reducing health insurance costs. The goal is to achieve a smoking free workforce. Unless an employee chooses to opt out of the program all employees shall receive a City paid test to determine the presence of nicotine (in all forms including E-cigarettes and chewing tobacco). The tests shall be administered between May 1st and June 30th of EACH calendar year. The employer shall also have the ability to administer a random test per fiscal year for employees only. However, a positive urine test result (over 20 ng/ml), along with all those choosing to opt out, will result in having to pay a total of 50% towards that year's health insurance illustrative cost.

An Employer sponsored smoking cessation program will be provided to those choosing to do so but only within their first year after entering the program. Each employee and spouse covered by City health insurance, will be reevaluated on an annual basis at which time their status may be adjusted; however, an opt-out employee may only be reconsidered every three (3) years, unless recommended by the Department Head and approved by the City Manager.

Commencing July 1, 2021 all employees choosing to participate in family or two person health insurance coverage are required to have any spouse covered by City health insurance comply with the above referenced testing. If the spouse covered by City sponsored healthcare, tests positive under the same guidelines and criteria as stated in Article 11, the listed health insurance illustrative cost shall be in effect. Nicotine test for spouse will be paid for by the employer, at a test site determined by the employer.

Spouse Healthcare Eligibility – For all benefit eligible employees, if a member’s spouse who is a full-time employee with another employer and who is eligible for medical coverage under his/her own employer’s plan but elects not to enroll in that plan even if they have to pay for coverage, that spouse is NOT eligible for coverage under the City of Jackson’s plan, except as provided as follows. A member’s spouse may be put on the City of Jackson’s plan as secondary, once a copy of the primary insurance cards are received by the City of Jackson. If the medical healthcare coverage under the spouse’s employer’s plan is not comparable in cost and not comparable in all provided benefits to the City of Jackson’s plan as determined by the City of Jackson’s third party benefit administrator, effective July 1, 2021, the spouse is not required to enroll in their employer’s plan and shall be covered under the City of Jackson’s plan. The spouse may be covered by the City of Jackson’s plan upon becoming ineligible to be covered by the other source.

**Section 11.2. Full Service Retirees.**

All service members covered by this Agreement who were hired on or before June 30, 2016 and who meet the requirements of a full service retirement, not deferred, will be offered the same health insurance as active employees but shall pay 20% of the annual premium costs of the medical plan selected (single, two person, family). This benefit will be retained until Medicare eligible.

All employees Hired On/After July 1, 2016 will not be eligible for health insurance in retirement. Full time employees will participate in the Retiree Health Savings Plan (RHS) through a vendor determined by the Employer. The Employer and employee shall contribute annually to be the RHS plan according to the table below. Employees participating in the RHS plan shall be vested in the RHS after three (3) years. RHS plan participants are eligible to receive medical benefit payments upon separation from service pursuant to plan provision and in accordance with Internal Revenue Code sections. In the event of the death of a participant, the surviving spouse and/or surviving dependents are immediately eligible to maintain the account and utilize it to fund eligible medical benefits.

Employer Contribution	Employee Contribution
\$3,000	\$350

**Section 11.3. Non Full Service Retirees.**

All non-full service retirees covered by this Agreement shall contribute towards their health insurance premium the percent indicated below:

Description	Retiree Premium Share
Duty disability retiree, must have at least 10 years of City fire service to be eligible for retiree health insurance	25%
Non-duty disability retiree must have at least 20 years of City fire service to be eligible for retiree health for a 25 to 28 year employee	35%
Non-duty disability retiree must have at least 25 years of City fire service to be eligible for retiree health for a 29 year and above year employee	35%

The specified insurance coverage and Employer’s liability for the premium share shall cease if the retired employee accepts employment with another employer who provides reasonably comparable health insurance coverage or if the retired employee’s spouse is employed and that employer provides health insurance coverage reasonably comparable to that specified above, even if there is a cost to the retiree. A retired employee, who cease to be covered by the Employer’s insurance because of his employment or his spouses’ employment and the resulting insurance coverage may, upon termination of coverage elsewhere, re-enter the employer’s insurance coverage described in this section. If a retiree who retires after the execution of this agreement and who is being provided retiree health insurance by the Employer, should subsequently expire, the insurance coverage as provided to his spouse and dependent children may be continued on a payroll deduction basis if the spouse and/or dependent children are eligible to continue receiving pension benefits.

If a retired employee expires and the surviving spouse remarries, said individual, including all eligible dependents, shall be removed from the City’s insurance plan if coverage is available through the new spouse.

When an eligible retired employee or spouse reaches the age when he becomes eligible for Medicare coverage, he shall apply for said coverage and the City will provide access to Medicare supplemental insurance. The City will pay a maximum of \$250 per month for the retiree or \$450 per month for the eligible retiree and spouse, or the city’s actual cost to provide said insurance respectively, or the retiree may receive this stipend to purchase alternate coverage.

If a retired employee expires and the surviving spouse remarries, said individual, including all eligible dependents, shall be removed from the City’s insurance plan if coverage is available through the new spouse.

**Section 11.4. Dental/Optical Reimbursement.** The Employer will reimburse employees for proven dental and/or optical expenses, not to exceed six hundred fifty dollars (\$650.00) [effective July 1, 2009, seven hundred fifty dollars (\$750.00)] combined in any given contract year, for the employee, his/her spouse and dependent children. There shall be no carry over of unused benefits from any contract year

to another. If the dental and/or optical expenses are eligible for payment from another source; i.e., spouse's dental and/or optical plan, insurance due to vehicle accident or similar type of coverage, that source shall be primary with the payment by the City reimbursing only that portion not eligible for payment from the primary source. Reimbursement Request Forms for dental and/or 19 optical expenses shall require the employee's certification that the dental and/or optical coverage is not available from any other source.

**Section 11.5. Life Insurance.**

- A. The City will provide a forty-thousand dollar (\$40,000.00) life insurance policy with double indemnity provisions for employees covered by this Agreement at no cost to the employee. (If the employee's base annual earnings are more than \$40,000, the insurance policy coverage will match the employee's base annual earnings.) Such insurance policy shall be reduced to five thousand (\$5,000.00) coverage at regular service retirement and shall be maintained to age 65, regardless of age of retirement.
- B. The City will provide a five thousand dollar (\$5,000.00) life insurance policy for all employees covered by this Agreement who retire on or after July 1, 1974, on duty-disability pension from either the City of Jackson Police and Fire Pension System or the City of Jackson Act 345 Pension System.
- C. The City will provide for a payment of a five thousand dollar (\$5,000.00) death benefit for any employee covered by this Agreement who is killed in the performance of his/her duties with the City of Jackson.

**Section 11.6. Cafeteria Plan/Medical Insurance Opt-Out:** Employees are eligible to participate in the health insurance plans offered by the Employer pursuant to the terms of this Agreement. Employees who have comparable health insurance from a spouse's Employer or other source, and therefore are not participating in the City's group health insurance plan, are eligible for cash in lieu of health insurance for the plan year. This benefit is payable bi-weekly over twenty-six (26) pays and is prorated for persons hired after the beginning of the medical benefit plan year. The annual health insurance opt-out stipend is as follows:

Single Subscriber	\$1,500 per year.
Two persons	\$1,850 per year.
Family	\$2,200 per year.

Employees are eligible to participate in any cafeteria benefit plans offered by the Employer. Such plans are subject to change or cancellation at the Employer's discretion and/or when changes are precipitated by changes in law or benefit availability.

**Section 11.7. National/State Health Care.** If, during the term of the parties' Agreement, the federal or state government implement a health care plan that replicates all or part of the health insurance benefits provided by the Employer, the parties will re-open negotiations on this subject with the goal of

achieving an Agreement on ensuring the employees and retirees maintain a comparable benefit without causing unnecessary expense to the taxpayers.

#### **ARTICLE 12 – UNIFORM ALLOWANCE**

**Section 12.1.** All uniforms and clothing required shall be furnished by the City. Employees covered by this Agreement who are required to wear and continuously maintain prescribed items of uniform clothing shall clean and maintain such items at their own expense.

The wearing of uniforms shall be in accordance with Fire Department General and Special Orders pertaining to Uniforms. The Department will establish a schedule for uniform replacement and distribution. Uniform distribution will generally occur once each year.

#### **ARTICLE 13 - SUBSISTENCE ALLOWANCE**

**Section 13.1.** All employees on the payroll and required to take their meals at the engine house shall receive an annual subsistence allowance of \$8.00 employee for each day actually worked. Employees shall be paid on or about November 1 of each year, or as soon as possible thereafter, but no later than November 30. In the event an employee leaves the City service after the November payment in any year before completion of a full year from that date, he/she shall receive the allowance for any days worked as severance pay.

#### **ARTICLE 14 - DUTIES AND ASSIGNMENTS**

**Section 14.1. Assignments and Work Details.** Station duties, assignments and work details shall be as required by the Chief and officers of the Department with reasonable observance of seniority and ability.

**Section 14.2. Maintenance.** Maintenance of equipment, station and grounds shall also be as required by the Chief of the Department. No building maintenance, interior or exterior, normally contracted for with members of other trade Unions shall be required to be performed by the Union.

**Section 14.3.** Vacancies in shift, station and/or equipment assignments shall be posted on the department bulletin boards for a period of seven (7) calendar days, during which period employees may bid for such opening or vacancy by submitting a written request to the Assistant Chief/Operations. The seven (7) day posting period may be waived with mutual agreement by the Union and Director of Police and Fire Services. In such cases, the bid process may be handled by oral communications.

**Section 14.4.** Bidding for vacancies as described in Section 14.3 of this Article, shall be by classification and only employees who have completed their probationary period in the classification shall be eligible for bidding.

**Section 14.5.** Bid awards shall be by seniority in the classification or position that is vacant. If no requests are submitted, the employee with the least seniority in the classification shall be assigned to the vacancy.



**Section 14.6.** When an employee bids for a vacancy and is awarded such position, he/she shall not be eligible to bid for another vacancy for a period of thirty (30) days from the effective date of filling the vacancy. If no one bids for a given vacancy, the employee assigned by the City to fill the vacancy shall not be restricted from bidding for future vacancies.

**Section 14.7.** It is hereby understood that bid awards that require a shift transfer could result in some loss of time off or a change in vacation picks for the affected employee. The employee being awarded the bid will be required to assume the scheduled work cycle that exists for the vacancy. In the case of a shift change by bidding, the employee's prior vacation picks will be honored when the schedule permits as determined by the Chief. If such prior pick is not available, the employee who bids into the new shift shall select a new pick as the schedule permits.

**Section 14.8.** Management retains the right to temporarily assign employees to various shifts, stations and equipment for a minimum of thirty (30) calendar day's up to a maximum of one hundred and eighty (180) calendar day's as determined by the Director of Police and Fire Services. Management will give the affected employee 7 calendar days' notice before he or she is moved. The provisions in this section may be modified upon mutual agreement between management and the Union.

#### **ARTICLE 15 - RULES AND REGULATIONS**

**Section 15.1.** The Chief shall formulate rules and regulations not inconsistent with this Agreement under which employees must work. The City will offer the Union the opportunity to meet to discuss and review said rules and regulations.

#### **ARTICLE 16 – RESIDENCY**

**Section 16.1.** Employees shall live within forty (40) miles of the geographic limits of the City of Jackson, Michigan, within one year of being hired and for the duration of their employment. The only exception to the above is for an employee living beyond forty (40) miles prior to July 1, 2021. If any employee living beyond forty (40) miles moves residency, they will be required to comply with the forty (40) mile residency requirement.

Employees who maintained their residency status within the Jackson City Limits for the entire previous calendar year are eligible to receive a \$1,800.00 residency stipend in January of each year. (Note: This stipend will not be prorated for partial year residency.) The residency stipend is only payable to one (1) City employee per household per year.

In order to qualify for the residency stipend, the employee must meet the following residency requirements: Establish and occupy a dwelling within the limits defined in the previous paragraph; and maintain this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address, and in all manners maintain as a normal residence.

## **ARTICLE 17 - PAY FOR ACTING RANK**

**Section 17.1.** An employee temporarily assigned or required, for a minimum of at least thirteen (13) hours during a shift, to accept the responsibility and duties of a position above that which he/she normally holds shall be paid at the rate of pay for the job to which he/she is transferred or assigned as though he/she had been permanently promoted to such job. Effective July 1, 2009, the rate of pay shall be figured hourly by dividing the annual salary of the employee by the hours regularly scheduled per year (2300 hours). The employee shall be paid the difference in hourly pay between his/her present salary and the salary of the job being performed. When an employee has accumulated 2300 hours in the first step to which he/she would be promoted, he/she shall be entitled to receive acting pay at the next step rate and will continue to move from step to step after accumulating 2300 hours at any step. The need for and appointment to the rank of Acting Assistant Chief shall be in the discretion of the Chief.

For purposes of this provision only, the City shall pay the employees for such work on or about the 1st of January and the 1st of July of each year.

**Section 17.2.** For forty (40) hour employees, the need and appointment to an acting rank shall be in the discretion of the Director of Police and Fire Services. Effective July 1, 1986, acting positions in a platoon position shall be filled first from employees on a certified promotional list, and secondly, from employees who have not dropped below 70% on their last two (2) performance evaluations.

## **ARTICLE 18 – MANAGEMENT**

**Section 18.1.** Except as specifically limited or abrogated by this Agreement, the Employer shall remain vested with all management functions, including the full and exclusive control, direction and supervision of operations and the working forces, and shall have the right to change jobs or establish new jobs as required by the installation of new machinery or equipment or a change in operation procedures.

## **ARTICLE 19 - STRIKE PROHIBITION**

**Section 19.1.** The Union will not engage in, or sanction, strike action during the life of this Agreement. It is expressly recognized that any strike or work stoppage is prohibited by the Hutchinson Act, as amended. It is also expressly recognized and understood that any such illegal strike or work stoppage may be enjoined by the Circuit Court for the County of Jackson.

## **ARTICLE 20 - LABOR-MANAGEMENT COMMITTEE**

**Section 20.1.** Management and the Union Executive Board may designate joint labor-management committees to address matters that arise during the term of the contract, on a case-by-case basis.

## ARTICLE 21 - TRAINING AND EDUCATION

### Section 21.1.

- A. The City shall pay for all course work (including books) for courses toward a Fire Science degree, or other work related undergraduate degree, and Fire Officer I and II, when such costs are not covered by other programs. Any such courses must have written approval of the Director of Police and Fire Services prior to taking such course to be eligible for reimbursement. The maximum dollar reimbursement for tuition shall be the per credit rate charged at Michigan State University or the applicable conversion rate table, and in order to be eligible for reimbursement, the employee must successfully complete the course with a grade of "C" OR 2.0 (if a grade is issued for the courses). The City will only pay for the cost of a course (or the associated credits) once. Application for approved reimbursement shall be in accordance with departmental policy.
- B. The maximum annual expense per employee shall be: Effective July 1, 1999 - \$800
- C. A Joint Education Labor-Management Committee will be selected and will make recommendations on the allocation of excess educational funds for the Chief's approval. If the Committee decides to recommend using excess educational funds to provide a higher educational reimbursement per eligible employee, the committee will recommend that excess funds be equitably divided among employees. If excess funds are available in the account after the Committee equitably distributes the balance for undergraduate level courses taken, the Committee may use the same standards to reimburse job-related graduate level courses.
- D. It is the parties' general expectation that employees will continue to work for the Employer for two (2) years following reimbursement for any degree-related work. The employee who voluntarily leaves his employment with the City shall be responsible to refund any reimbursements received for tuition, books or fees received within the two (2) years immediately preceding voluntary termination. The Employer may waive such reimbursement.
- E. Costs associated with maintaining a required certification will not be taken from the employee's annual training and education allotment if they are approved in advance.

## ARTICLE 22 - GRIEVANCE PROCEDURE

**Section 22.1.** A grievance is hereby defined to be any dispute between the parties to this Agreement with respect to matters arising out of said Agreement, involving differences, disputes or complaints as to wages, hours, or working conditions arising hereunder.

**Section 22.2.** Any grievance not presented for disposition through the Grievance Procedure in ten (10) calendar days, following the event or condition giving rise to the grievance, shall not thereafter be considered a grievance under this Agreement, unless circumstances are established showing that it was impossible for the employee to be aware of the alleged grievance prior to that time.

**Section 22.3.** The Grievance Procedure shall be as follows, provided, however, that the time limitations herein contained may be mutually waived.

STEP ONE. Any employee having a grievance shall take the matter up with his/her immediate supervisor within ten (10) calendar days of its occurrence. Settlements at this step shall not be binding upon the City in any other situation, or otherwise be deemed precedent-setting. The immediate supervisor shall have no authority to respond to grievances based upon actions of the Director of Police and Fire Services; they shall be filed directly at Step Two.

STEP TWO. If the grievance is not settled at the preceding step within ten (10) calendar days after receiving the first step response, the aggrieved employee, with not more than two (2) Union representatives, shall present the grievance, in written form, to the Chief of the Department. The grievance shall be written on a form mutually acceptable to both the Employer and the Union and shall contain complete information regarding the alleged infraction of this Agreement, including the names of all parties involved. The Chief shall respond to the grievance in writing to the aggrieved employee within ten (10) calendar days of meeting with the aggrieved employee, giving his/her disposition.

STEP THREE. If the grievance is not settled in the preceding step, the grievance shall be submitted in written form to the Director of Personnel and Labor Relations within fifteen (15) calendar days after receiving the second step answer, stating reasons why such answer was not acceptable. Arrangements shall be made for a meeting with the Director of Personnel and Labor Relations within fifteen (15) calendar days after submission of the grievance at this step. The aggrieved employee may be represented by the Union or its designee. After the hearing, the Director of Personnel and Labor Relations shall be given fifteen (15) calendar days to submit his/her answer.

STEP FOUR. ARBITRATION. Any unresolved grievances, which relate to the interpretation, application or enforcement of a provision of this Agreement or any written supplementary agreement and which have been fully processed through the last step of the grievance procedure may be submitted to arbitration by either party in strict accordance with the following:

- A. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of fifteen (15) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the party against which the grievance is brought.
- B. Within thirty (30) days after notice of intention to arbitrate is given to the other party, the City and the Union shall attempt to agree upon an arbitrator within ten (10) days and if this cannot be done, the American Arbitration Association shall be requested to provide an arbitrator.

- C. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of the Agreement and he/she shall be without power and authority to make any decision:
  - 1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement; or
  - 2. Granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.
- D. The arbitrator shall have no power to establish a new rate or to change the existing wage rate structure or establish new jobs or change existing job content, or to establish work standards.
- E. The decision of the arbitrator in a case may not require a retroactive wage adjustment in another case.
- F. The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and on the City.
- G. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
- H. The expenses of the arbitrator shall be borne by the losing party. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any employees other than the aggrieved and his/her Union representative shall not apply to their participation in arbitration cases.

**Section 22.4.** The following provisions shall apply to all steps of the Grievance Procedure:

- A. Time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.
- B. With respect to grievances involving the disciplinary suspension or discharge of an employee or employees, the person hearing the grievance shall determine if the discharge or discipline was for just cause and review the penalty imposed, and if he/she shall determine it to be inappropriate and/or unduly severe, the penalty may be modified accordingly. The person hearing the grievance shall have the authority in cases concerning discharge, discipline and/or other matters, if he/she shall so determine, to order the payment of back wages. The City will not be responsible for back-pay for any

period(s) of delay caused by the Union's request to delay a hearing date.

- C. The back wages ordered shall be that compensation which the employee would otherwise have received less compensation, if any, earned elsewhere during the period in question, which said, compensation is attributable to the discharge, suspension or layoff, in issue, and which would not have been earned otherwise.

**Section 22.5. Discipline Investigation Time Period.** An investigation into a personnel complaint or other alleged misconduct shall be conducted with due diligence in an effort to complete the investigation within thirty (30) days from the date the complaint was received or discovered by the Department. If discipline is rendered, the Director of Police and Fire Services or the authorized designee shall render a timely written decision to the member and specify the grounds and reasons for discipline.

### **ARTICLE 23 - PENSION AMENDMENTS**

**Section 23.1.** Effective January 1, 1987, an employee hired before July 1, 2012 covered by the Agreement who is eligible for a duty-disability pension as otherwise provided by Act 345 shall receive a pension to age fifty-five (55) calculated at sixty-six and two-thirds percent (66-2/3%) of average final compensation. Employees hired on or after July 1, 2012 who are eligible for a duty-disability pension as provided by Act 345 shall receive a pension to age fifty-five (55) calculated at thirty-three percent (33%) of the average final compensation. Except as altered by this collective bargaining Agreement and other agreements between the parties, the retirement benefits received in accordance with Public Act 345 (Policemen and Firemen Retirement Act) shall be as provided in Public Act 345.

**Section 23.2.** Effective January 1, 2009, an employee hired before July 1, 2012, covered by the Agreement who is eligible for a non-duty disability pension as otherwise provided by Act 345 shall receive a pension to age 55 calculated at two and three-quarters percent (2.75%) of average final compensation multiplied by years of service earned on or before June 30, 2009, and multiplied by two and nine-tenths percent (2.9%) of average final compensation multiplied by years of service earned on or after July 1, 2009. Except as altered by this collective bargaining Agreement and other agreements between the parties, the retirement benefits received in accordance with Public Act 345 (Policemen and Firemen Retirement Act) shall be as provided in Public Act 345.

An employee hired on or after July 1, 2012 covered by the Agreement who is eligible for a non-duty disability pension as otherwise provided by Act 345 shall receive a pension to age 55 calculated at one and one-half percent (1.5%) of average final compensation multiplied by the first twenty-five years (25) years of service, plus 1.0% of the average final compensation for service years in excess of twenty-five (25).

**Section 23.3.** For members of the unit, the City will add an annuity withdrawal option to its Act 345 Pension System. If the employee elects to exercise such annuity withdrawal option at the time of retirement, he/she will withdraw their employee contributions and interest thereon, and the employee's annual or monthly pension benefit shall be reduced in accordance with the table below:

For eligible employees hired before January 1, 2003:	1.5% on contributions made on or before January 31, 2009, and 5.25% for contributions made on or after February 1, 2009
For eligible employees hired on or after January 1, 2003:	1.85% on contributions made on or before January 31, 2009, and 6.75% on contributions made on or after February 1, 2009
For eligible employees hired on or after October 1, 2016:	8% on all contributions

**Section 23.4.** All unit members who are currently members of the Act 345 Retirement System shall remain members of that system. All employees hired on or after July 1, 2012 shall become members of both the defined benefit pension system (Act 345 Retirement System) and the defined contribution pension system (which constitutes a hybrid pension system).

**Section 23.5.** Members of the unit who retire under provisions of Act 345 Retirement System on or after July 1, 1991, shall have their retirement benefit calculated on the average final compensation.

Final Average Compensation (FAC) shall be calculated based upon the average of the employees years of service with the City based on the table below.

Hire Date	Years of Service
On or before June 30, 2003	Highest consecutive 3 Years of 10 Years
After July 1, 2003 and before June 30, 2016	Highest consecutive 4 Years of 10 Years
After July 1, 2016	Final 6 Years

If he/she has less than three (3) years of service, then the average final compensation shall be calculated on the annual average compensation received during his/her total years of service.

**Section 23.6.** Spouse Death Benefits, Duty Disability. Effective July 1, 1991, upon the death of an Act 345 disability retiree prior to the age of 55, a pension benefit shall be paid to his/her surviving spouse equal to fifty (50%) percent of what should have been the deceased employee's normal regular pension had the deceased employee taken a normal retirement.

**Section 23.7.** Purchase of Military Service Time. As of February 1, 2009, any member of the unit wishing to retire as a regular retiree with military buy-back must pay to the City the actual cost as determined by the City's actuary of such military buy-back. If the employee upon retirement elects the employee contribution withdrawal option and any military buy-back occurred within five (5) years prior to the date of retirement, the employee contribution withdrawal will be reduced by a penalty amount which is the difference between the interest the military buy-back amount would have earned if purchased five (5) years prior and the amount actually earned. The Employer's actuary will compute these amounts using five percent (5%) as the rate of assumed investment return. If the military buy-back occurred more than five years previous to retirement, no penalty will be assessed.

**Section 23.8. Pension Age and Service Requirements.**

All employees eligible for an Act 345 retirement must satisfy the following years of service as a full time employee and age requirements to be eligible for the defined benefit pension:

<b>Hire Date</b>	<b>Minimum Years of Service for a full service retirement</b>	<b>Minimum Age</b>	<b>Multiplier First 25yrs</b>	<b>Multiplier After 25yrs</b>	<b>Pension Cap</b>
On or before December 31, 2003	25	Any	On or before January 31, 2009 2.75% On or after February 1, 2009 2.9%	1.0%	73%
Between January 1, 2004 and June 30, 2012	28	Any	On or before January 31, 2009 2.75% On or after February 1, 2009 2.9%	1.0%	75%
Between July 1, 2012 and June 30, 2016	29	Any	1.5%	1.0%	50%
After ratification of this agreement	33	Any	1.5%	1.0%	50%

Employees hired before July 1, 2012: member contributions shall be 13%.

Employees hired on or after July 1, 2012 shall have a pension multiplier for Act 345 service retirement and non-duty disability retirement at the rate of 1.5% for the first twenty-five (25) years of service and one percent (1%) for each year of service thereafter. These employees will also participate in the defined contribution pension system (which constitutes a hybrid pension system). Member contributions for those employees hired on or after July 1, 2012 will be 4.75% for the defined benefit pension plan. For the defined contribution pension plan, the City shall contribute a flat three percent (3%) to the defined contribution pension plan and the employee must contribute a minimum of three percent (3%) up to a maximum of twelve percent (12%).

**ARTICLE 24 – SENIORITY**

**Section 24.1.** Department seniority shall be defined as an employee's length of continuous full-time employment as a sworn Fire Fighter with the Employer since his/her last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work as a sworn fire fighter at the instruction of the Employer since which he/she has not resigned, retired or been discharged, and not



reinstated with full seniority rights. Classification seniority shall be defined as an employee's continuous time spent in any bargaining unit classification in which he/she has successfully completed his/her probationary period and shall include the time spent on probation upon completion of said probation. If applicable, classification seniority shall also include the period of time an employee spent in another bargaining unit position at an equal or higher classification level, if the employee successfully completed probation in that equal or higher classification position. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds except as hereinafter provided.

- A.     Layoffs, disciplinary suspensions or any other leaves of absence without pay for over thirty (30) calendar days shall be deducted from an employee's seniority.
  
- B.     When an employee has been on leave of absence without pay for any reason in excess of thirty (30) calendar days, the total period of time of such leave of absence shall be added to their seniority date, thereby extending such date by the total period of absence. This revised seniority date will be used for future step increases, departmental bidding, acting out-of-grade, sick leave accrual, vacation leave accrual and selection and/or any other circumstances affected by seniority.

**Section 24.2.** All new employees shall be probationary employees until they have actually worked one (1) calendar year in the Fire Department. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify him/her for regular employee status. During the probationary period, the fire fighter shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his/her relative length of service, and without recourse to the grievance procedure. However, any probationary employee on the payroll after 60 days may use accrued sick leave per the Labor Agreement. Upon the successful conclusion of such probationary period, the employee's name shall be added to the seniority list as of the last hiring date.

**Section 24.3.** The Department will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin boards and updated as the need exists. The names of all employees, who have completed their probationary periods, shall be listed on the seniority list in order of their last hiring dates, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list in sequence by score on the written examination for their present position, and then if their scores are identical, alphabetically by the first letter of their last name, the same procedure shall be followed with respect to their first names. The seniority list as established on July 1, 1988 shall be the prevailing list to which future changes will be made. Challenges to posted seniority dates must be made within forty-five (45) days of the list being posted, or the list will be considered accurate.

**Section 24.4.** An employee's seniority and employment shall terminate:

- A.     If the employee quits, retires, or is justifiably discharged.

- B. If following a layoff, the employee fails or refuses to notify the City of the employee's intention to return to work within five (5) calendar days after a written notice sent by certified mail of such recall is sent to the employee's address on record with the Employer, or having notified the City of the employee's intent to return, fails to do so on the date designated as a regularly scheduled working day after such notice is sent.
- C. If the employee is absent for three (3) consecutive scheduled working days without notifying the Division Head or the Chief within such three (3) day period of a justifiable reason for such absence. In the case of a 24-hour Fire Fighter, the length of absence without notifying the Assistant Chief/Operations or the Chief of a justifiable reason shall be one (1) duty day. However, exceptions may be made in the discretion of the employer, if extenuating circumstances or emergencies made said notification impossible.
- D. When the employee has been laid off for a period of time equal to his/her seniority, or twenty-four (24) consecutive months, whichever is the lesser, provided he/she maintained eligibility for recall pursuant to Section 24.6 of this Article.

**Section 24.5.** When in the judgment of the Employer, it is necessary to eliminate a job classification or to reduce the number of occupants in a job classification, the last employee or employees to enter such classification shall be the ones removed therefrom, except in the case of the Assistant Chief classification as provided below. Employees thus removed from the job classification shall exercise their classification seniority, as defined in Section 24.1 of this Article, in any lower-rated bargaining unit classification, which they have permanently occupied during their employment with the Fire Department. A displaced employee shall first attempt to displace an employee in the last, highest classification previously held, as long as there is an employee in that classification who has less classification seniority than the displaced employee. If there is no employee who has less classification seniority in the previously held classification, and there is no vacancy at that level, the displaced employee will exercise his classification seniority in each lower classification previously held until he is placed and/or it is determined that his classification seniority does not qualify him to displace any other employee. Employees thus displaced may, in turn, displace an employee with less classification seniority within the same classification, if possible. Any employee who is displaced from his job classification by a more senior employee shall exercise the same rights as described for the employee initially displaced. As to the Assistant Chief classification, there shall be no requirement that the employee(s) to be removed therefrom if the number of occupants in the classification is reduced be the last to have entered it; however, the employee(s) thus removed shall have the same rights as all other bargaining unit employees to exercise classification seniority to displace less senior employees by bumping into lower-rated classifications. Employees bumping into lower-rated classifications shall be paid the rate of said lower classification.

**Section 24.6.** When recalling employees to work following a layoff, employees shall be recalled in inverse order of layoff, provided they are determined to be physically and mentally capable of performing their job.

- A. When filling vacancies in a given classification, employees laid off from said classification who still have recall rights shall first be recalled in inverse order of layoff before the promotional process is activated to fill said vacancies.

**ARTICLE 25 - PROMOTIONS**

**Section 25.1.** When the Employer determines it is necessary to fill a new, permanent rank classification or a permanent vacancy in an existing rank classification, such vacancy shall be filled in accordance with this procedure.

**Section 25.2.** Permanent openings or vacancies shall be posted on the department bulletin board for a period of thirty (30) calendar days. During such period, employees, who possess the required qualifications and prerequisites, may bid for the posted opening or vacancy by completing an appropriate application form and submitting the application and any associated documentation in the Department of Personnel and Labor Relations. The promotional posting shall contain a listing of the job qualifications, which must be possessed by applicants, department standards to be tested, and bibliography as to source materials for the examination.

**Section 25.3.** The eligibility to bid on a vacancy and compete in a promotional examination shall be as follows:

Classification	Eligibility Requirements
Fire Motor Driver	
Lieutenant	Four (4) years of continuous service as a fire fighter in the Jackson Fire Department and holding Michigan State Fire Fighter Certification (I and II).
Fire Captain	Six (6) years of continuous service as a fire fighter in the Jackson Fire Department, including two (2) years as a full- time Lieutenant and holding a Michigan State Fire Fighter Certification (I and II). The candidate must achieve a satisfactory rating on the last two (2) performance evaluations to be eligible to take the promotional exam.
Assistant Fire Chief	Shall be appointed by the Director of Police and Fire Services.

**Section 25.4.** Promotional examinations shall consist of a written examination and, at the option of the Director, may consist of other components as outlined below. If the Director elects to use a fire ground simulator and it is conducted by a single evaluator, the City will ensure that an observer is present as well. The written examination shall be given before any other component. Upon the conclusion of the written examination and any other component, the test scores will be arranged in descending order, starting with the applicant or applicants who received the highest test score downward to the applicant

who received the lowest passing score. Passing scores shall be 70% or above. Each component of the promotional process shall be weighted as follows:

Classification Weighting

Fire Motor Driver	25% written 25% driving test 25% pump test 25% aerial operation
Lieutenant	30% written 30% oral board interview 40% fire ground simulator
Captain	30% written 30% oral board interview 40% fire ground simulator

In the event the Director chooses to forego any or all of the components besides the written examination, the components will be weighted in equivalent ratio to the above.

**Section 25.5. Service and Education Credits.**

- A. In order to recognize the service rendered to the City Fire Department by an employee, service credit of one-half ( $\frac{1}{2}$ ) point for each whole year of service shall be added to the final score of each applicant who receives a minimum score of 70%. There is to be no pro-rating of this type of service credit over a period of time of less than one (1) year. The date of computing such service credit shall be the date on which the eligibility list is established.
- B. In order to recognize the effort extended by employees, the following points will be added to the applicant receiving a minimum score of 70% on the test:
  - Five (5) points - Associates or Bachelor's Degree, Fire Science Technology
  - or-
  - One (1) point for each twelve (12) semester credit hours earned toward an

Associates Degree in Fire Science Technology to a maximum of four (4) points.

-or-

Five (5) points – Associates or Bachelor’s degree in a pre-approved job related degree program. (Management will publish a list of pre-approved degree programs for this purpose. Employees may suggest programs for management consideration to add to this list.)

In all cases the applicant must produce a college degree or transcript as proof of credits earned toward a Fire Science Technology Associate (or other pre-approved) degree. Similarly, a certificate of successful completion of an acceptable Fire Inspection course must be provided. (NOTE: At least one course must be completed at the college granting the Fire Science (or other pre-approved) degree before transfer credits will be considered.)

C. In order to recognize the effort extended by employees, the following points will be added to the applicant receiving a minimum score of 70% on the test:

Fire Officer 1	1 point
Fire Officer 2	2 points
Fire Officer 3	3 points
Fire Officer 4 and/or Staff and Command	4 points

These points are non-cumulative and will be determined by the highest point level achieved (NOTE: For example an employee achieving all four Fire Officer levels and/or Staff and Command will only be awarded a total of 4 points).

**Section 25.6. Certification.** Upon completion of the promotional process, the Personnel Director or his/her designee shall certify to the proper Appointing Authority the name of the applicant receiving the highest score, including service and/or education credits. In the event more than one (1) vacancy is to be filled, the name or names of the applicants receiving the next highest final score on the promotional eligibility list will be certified to the Appointing Authority for each additional vacancy to be filled. The eligibility list so established shall be in effect for one (1) year from date of initial certification unless exhausted prior to that date.

**Section 25.7. Selection.** After the Personnel Director or his/her designee has certified to the Appointing Authority the name of the number one applicant as eligible for promotion to a given rank classification, the Appointing Authority shall appoint said applicant to the vacant position, when he/she determines it is necessary to fill the vacant position. In the event more than one (1) vacancy is to be filled, the name or names of the applicants receiving the next highest final score on the promotional eligibility list will be certified to the Appointing Authority for each additional vacancy to be filled. In case of tied composite scores, the applicant receiving the highest score on the combined practical examinations shall be appointed. If a tie still exists, the applicant holding the most seniority shall be appointed.

**Section 25.8. Probation.** When an employee is awarded a job under this procedure, he/she shall be on job probation and may be removed therefrom at any time he/she demonstrates that he/she is or will be unable to satisfactorily perform the requirements of the job during the first one (1) year of work in his/her new job classification. If so removed, the employee shall be returned to the last previous job classification he/she had permanently occupied prior to bidding for such job.

## **ARTICLE 26 - PHYSICAL FITNESS**

**Section 26.1. Physical Fitness.** Effective October 1, 1998, all members of the bargaining unit shall have available to them an annual Y-Center membership at the expense of the City.

- A. Effective January 1, 2009, all employees covered by this Agreement may participate in a Wellness Incentive Program on an annual basis.
- B. Employees who have an annual physical with their primary care physician on or before March 31 each calendar year will be eligible for an incentive, as specified below. The employee will provide proof to either the health coach or the Employer from the examining physician that an annual physical was performed.
- C. Employees who participate in the designated health risk appraisal on or before April 30 each calendar year will be eligible for an incentive, as specified below. The employee will be responsible to ensure that the following information is obtained from the physician and accurately entered into the health risk appraisal tool: the employee's height, weight, blood pressure and cholesterol levels at the time of the employee's last physical or other visit within one calendar year of the health risk appraisal. (The employee's primary care physician may choose to use blood test results ordered by another physician.) The employee will authorize notification to the Employer that he has participated in the health risk appraisal and has provided the health data from the physician, but no specific employee health information from the appraisal is to be provided to the employer. The results of the health risk appraisal will be shared with the health coach if the employee participates in the coaching phase of the program.
- D. Upon completion of the health risk appraisal, the employee will meet with a health coach to review the results of the appraisal within 30 days of receipt, but no later than June 15 of that year. During the first coaching session, the employee will designate which of his health risks he will try to reduce during the remainder of the calendar year and work with the health coach to develop a plan to address that risk. Two follow-up coaching sessions are recommended, but will not be required during the first three years of this program. The employee will authorize notification by the health coach to the employer that he has participated in the health coaching session(s), but such notification will not contain specific employee health information. Employees who participate in the coaching

session(s) will be eligible for an incentive, as specified below. Proof of coaching participation must be submitted by November 15 each year.

- E. Employees will make a reasonable effort to comply with the wellness program established with the health coach throughout the calendar year, but no proof of actions taken to do so will be required during the first three years of this program. Wellness plans may appropriately include education components applicable to the health risk the employee chose to address, as well as other appropriate action items, so long as the health coach approves each component. The employee's efforts to comply with the wellness plan, rather than achieving the desired health outcomes, are the goals of this phase of the program.
- F. Employees are encouraged to know about and participate in age and gender appropriate preventive screenings at the recommended frequencies, in accordance with the current prevention standards (as defined and updated from time to time by the U.S. Preventive Service Task Force), but will not be monitored on this goal during the first three years of the program. The Employer will make this information available to the employees.
- G. The deadlines listed in Sections C, D and E may be adjusted to accommodate an employee who becomes a member of the bargaining unit before June 30 for that calendar year.
- H. Annual incentive payments will be based upon the following schedule and will be paid no later than December 15. The employee is responsible to provide/ authorize appropriate proof of meeting each standard by the dates designated. No incentive payment will be provided if the employee fails to provide proof of compliance with at least the first two elements of the program. The incentive payment amounts take into consideration that the employee may incur out of pocket costs to participate in this program. The Employer will pay the cost of analyzing the health risk appraisal.

1. Annual Physical	\$500
2. Health Risk Appraisal	\$200
3. 1-3 Coaching Sessions	\$300 (\$200 for first; \$50 each for second and third)
- I. An employee who participated in this program during the calendar year, who retires on or after July 1 and before incentive payments are made in December, will be paid the incentive at retirement.

**ARTICLE 27 – SEVERABILITY**

**Section 27.1.** This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Union and the employees in the bargaining

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

#### **ARTICLE 28 - EXCLUSIVE AGREEMENT**

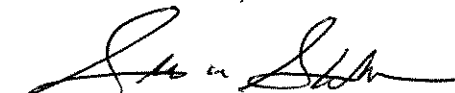
The parties hereto agree that the sole means of redress for alleged violations of this Agreement or claims of unjust discharge or discipline shall be the provisions contained within this Agreement. Provisions of the Civil Service Ordinance, Civil Service Rules and Regulations, and the Personnel Policy shall not be applicable to employees covered by this Agreement. All past practices and working conditions not covered in this Agreement are to remain as is unless mutually agreed to by the Union and the City.




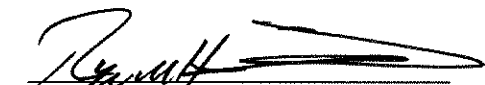
**ARTICLE 29 – DURATION**

THIS AGREEMENT shall become effective as of July 1, 2021, and shall remain in full force and effect until 12:01 AM, the 1st day of July 2024, and from year to year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration date or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, LOCAL 1306


  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President Jackson Chapter


  
\_\_\_\_\_  
Secretary

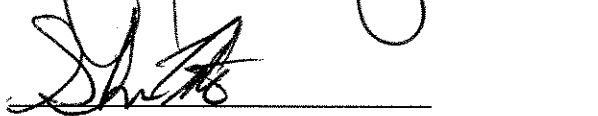
CITY OF JACKSON

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Director of Police and Fire Services

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Assistant City Manager/Operations & HR Director

Date: 7/20/2021

<b>APPENDIX A</b>										
<b>INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS</b>										
<b>SCHEDULE I - 0% Increase</b>										
<b>Effective July 1, 2021 through June 30, 2022</b>										
<b>For Employees Hired</b>										
<b>Before July 1, 2012</b>										
		<b>BASE PAY RATES</b>					<b>LONGTIVITY</b>			
		Step 1	Step 2	Step 3	Step 4	Step 5		1L	2L	3L
						After		After	After	After
Class	Pay	Minimum	Next	Next	Next	4 Years		7 Years	12 Years	18 Years
Grade	Basis	1st Year	Year	Year	Year	Service*		Service*	Service*	Service*
50	Annual	51,029	57,392	60,042	62,968	65,995		67,664	69,381	71,132
	Bi-Wkly	1,962.65	2,207.37	2,309.32	2,421.84	2,538.26		2,602.47	2,668.49	2,735.86
	Hourly (112)	17.5237	19.7087	20.6189	21.6236	22.6630		23.2363	23.8258	24.4273
52	Annual	60,042	62,968	65,995	68,703	71,580		74,692	76,582	78,520
	Bi-Wkly	2,309.32	2,421.84	2,538.26	2,642.42	2,753.06		2,872.77	2,945.44	3,020.01
	Hourly (112)	20.6189	21.6236	22.6630	23.5930	24.5809		25.6497	26.2986	26.9644
54	Annual	61,885	64,901	68,019	70,811	73,777		76,984	78,935	80,931
	Bi-Wkly	2,380.20	2,496.19	2,616.11	2,723.49	2,837.56		2,960.93	3,035.96	3,112.73
	Hourly (112)	21.2518	22.2874	23.3581	24.3169	25.3354		26.4369	27.1068	27.7922
						*Including one year at preceding rate				
50 = Fire Fighter										
52 = Fire Motor Driver										
		<b>BASE PAY RATES</b>					<b>LONGTIVITY</b>			
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		1L	2L
						After	After		After	After
Class	Pay	Minimum	Next	Next	Next	4 Years	5 Years		12 Years	18 Years
Grade	Basis	1st Year	Year	Year	Year	Service*	Service*		Service*	Service*
55	Annual	62,968	65,994	68,703	71,582	74,634	77,861		80,458	82,489
	Bi-Wkly	2,421.83	2,538.25	2,642.42	2,753.14	2,870.55	2,994.62		3,094.50	3,172.65
	Hourly (80)	30.2729	31.7281	33.0303	34.4142	35.8819	37.4328		38.6812	39.6581
	Hourly (112)	21.6236	22.6630	23.5930	24.5816	25.6297	26.7377		27.6295	28.3271
58**	Annual	72,412	75,894	79,009	82,318	85,829	89,539		92,526	94,862
	Bi-Wkly	2,785.10	2,918.98	3,038.78	3,166.10	3,301.12	3,443.81		3,558.67	3,648.55
	Hourly (80)	34.8138	36.4873	37.9848	39.5763	41.2640	43.0476		44.4834	45.6069
						*Including one year at preceding rate				
55 = Captain								**15% over grade 55		
58 = Assistant Chief										

<b>APPENDIX A</b>										
<b>INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS</b>										
<b>SCHEDULE I - 0% Increase</b>										
<b>Effective July 1, 2022 through June 30, 2023</b>										
<b>For Employees Hired</b>										
<b>Before July 1, 2012</b>										
		<b>BASE PAY RATES</b>					<b>LONGEVITY</b>			
		Step 1	Step 2	Step 3	Step 4	Step 5		1L	2L	3L
		Minimum	Next	Next	Next	After		After	After	After
Class	Pay	Minimum	Next	Next	Next	4 Years		7 Years	12 Years	18 Years
Grade	Basis	1st Year	Year	Year	Year	Service*		Service*	Service*	Service*
50	Annual	51,029	57,392	60,042	62,968	65,995		67,664	69,381	71,132
	Bi-Wkly	1,962.65	2,207.37	2,309.32	2,421.84	2,538.26		2,602.47	2,668.49	2,735.86
	Hourly (112)	17.5237	19.7087	20.6189	21.6236	22.6630		23.2363	23.8258	24.4273
52	Annual	60,042	62,968	65,995	68,703	71,580		74,692	76,582	78,520
	Bi-Wkly	2,309.32	2,421.84	2,538.26	2,642.42	2,753.06		2,872.77	2,945.44	3,020.01
	Hourly (112)	20.6189	21.6236	22.6630	23.5930	24.5809		25.6497	26.2986	26.9644
54	Annual	61,885	64,901	68,019	70,811	73,777		76,984	78,935	80,931
	Bi-Wkly	2,380.20	2,496.19	2,616.11	2,723.49	2,837.56		2,960.93	3,035.96	3,112.73
	Hourly (112)	21.2518	22.2874	23.3581	24.3169	25.3354		26.4369	27.1068	27.7922
							*Including one year at preceding rate			
50 = Fire Fighter										
52 = Fire Motor Driver										
		<b>BASE PAY RATES</b>					<b>LONGEVITY</b>			
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		1L	2L
		Minimum	Next	Next	Next	After	After		After	After
Class	Pay	Minimum	Next	Next	Next	4 Years	5 Years		12 Years	18 Years
Grade	Basis	1st Year	Year	Year	Year	Service*	Service*		Service*	Service*
55	Annual	62,968	65,994	68,703	71,582	74,634	77,861		80,458	82,489
	Bi-Wkly	2,421.83	2,538.25	2,642.42	2,753.14	2,870.55	2,994.62		3,094.50	3,172.65
	Hourly (80)	30.2729	31.7281	33.0303	34.4142	35.8819	37.4328		38.6812	39.6581
	Hourly (112)	21.6236	22.6630	23.5930	24.5816	25.6297	26.7377		27.6295	28.3271
58**	Annual	72,412	75,894	79,009	82,318	85,829	89,539		92,526	94,862
	Bi-Wkly	2,785.10	2,918.98	3,038.78	3,166.10	3,301.12	3,443.81		3,558.67	3,648.55
	Hourly (80)	34.8138	36.4873	37.9848	39.5763	41.2640	43.0476		44.4834	45.6069
							*Including one year at preceding rate			
							**15% over grade 55			
55 = Captain										
58 = Assistant Chief										



APPENDIX A										
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS										
Schedule II - 0%										
Effective July 1, 2022 through June 30, 2023										
For Employees Hired										
On or After July 1, 2012										
		Step 1	Step 2	Step 3	Step 4	Step 5		1L	2L	3L
Class	Pay	Minimum	Next	Next	Next	>4 Years		>7 Years	>12 Years	>18 Years
Grade	Basis	1st Year	Year	Year	Year	of Service*		of Service*	of Service*	of Service*
50	Annual	46,811	57,352	59,273	60,091	64,269		67,058	68,735	70,453
	Bi-Weekly	1,800.42	2,205.85	2,279.73	2,311.19	2,471.88		2,579.15	2,643.65	2,709.73
	Hourly (112)	\$ 16.0752	\$ 19.6951	\$ 20.3547	\$ 20.6356	\$ 22.0704		\$ 23.0282	\$ 23.6041	\$ 24.1940
52	Annual	55,915	58,784	61,755	64,455	67,274		70,200	71,955	73,754
	Bi-Weekly	2,150.58	2,260.92	2,375.19	2,479.04	2,587.46		2,700.00	2,767.50	2,836.69
	Hourly (112)	\$ 19.2016	\$ 20.1868	\$ 21.2071	\$ 22.1343	\$ 23.1023		\$ 24.1071	\$ 24.7098	\$ 25.3276
54	Annual									
	Bi-Weekly	-	-	-	-	-		-	-	-
	Hourly (112)	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
							*Including one year at preceding rate			
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		1L	2L
Class	Pay	Minimum	Next	Next	Next	>4 Years	>5 Years		>12 Years	>18 Years
Grade	Basis	1st Year	Year	Year	Year	of Service*	of Service*		of Service*	of Service*
55	Annual	58,861	61,829	64,473	67,292	70,279	73,315		75,764	77,658
	Bi-Weekly	2,263.88	2,378.04	2,479.73	2,588.15	2,703.04	2,819.81		2,914.00	2,986.85
	Hourly (80)	\$ 28.2986	\$ 29.7255	\$ 30.9966	\$ 32.3519	\$ 33.7880	\$ 35.2476		\$ 36.4250	\$ 37.3356
55	Annual	58,861	61,829	64,473	67,292	70,279	73,315		75,764	77,658
	Bi-Weekly	2,263.88	2,378.04	2,479.73	2,588.15	2,703.04	2,819.81		2,914.00	2,986.85
	Hourly (112)	\$ 20.2133	\$ 21.2325	\$ 22.1405	\$ 23.1085	\$ 24.1343	\$ 25.1769		\$ 26.0179	\$ 26.6683
58**	Annual	64,748	68,012	70,920	74,021	77,307	80,647		83,340	85,424
	Bi-Weekly	2,490.31	2,615.85	2,727.69	2,846.96	2,973.35	3,101.81		3,205.38	3,285.54
	Hourly (80)	\$ 31.1288	\$ 32.6981	\$ 34.0962	\$ 35.5870	\$ 37.1668	\$ 38.7726		\$ 40.0673	\$ 41.0692
50	Firefighter								*Including one year at preceding rate	
52	Lieutenant								**10% over grade 55	
55	Captain									
58	Assistant Chief									

APPENDIX B

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on the date hereinafter set forth between the City of Jackson, a municipal corporation of the State of Michigan (hereinafter referred to as the City) and Local #1306 of the International Association of Fire Fighters, AFL-CIO (hereinafter referred to as the Union) and is intended to set forth issues agreed to during negotiations between the parties for the current collective bargaining agreement.

1. DISABILITY LEAVE. A member of this unit who suffers an injury or illness as a result of a service-connected accident or condition shall be granted upon proper authorization by the City Manager, leave with supplemental pay for a period not to exceed three (3) calendar months for each incident; provided, however, that such period of time may be extended up to an additional nine (9) months at the discretion of the City Manager. The City Manager's discretion will be predicated upon satisfactory medical evidence secured by the City, and any extension of time beyond three (3) months will not be arbitrarily withheld in the face of such satisfactory medical evidence.

- (a) The supplemental pay referred to above shall be the difference between any Workers' Compensation weekly benefits being received and the net take-home pay (gross pay minus Federal and State income tax deductions) of the employee at the time of the duty-incurred injury or illness. If such payment is made during the period of time used to compute final average salary for determining pension benefits, the computation of final average salary shall be based on what the employee's gross salary would have been on a regular, straight time basis in his/her permanent classification had it not been for the duty-incurred injury or illness.
- (b) In the event of a service-connected injury or illness requiring the absence of the employee beyond this twelve (12) month period, the employee may elect to supplement any continuing Workers' Compensation benefits by utilizing accrued sick leave or vacation leave on a pro-rata basis to the maximum extent of such accrual.

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 1306

/s/ Charles Barnum  
/s/ Dave VanStempvoort  
/s/ Bernard H. Yost

CITY OF JACKSON

/s/ Richard L. Strunk  
/s/ Sandra L. Conant  
/s/ Roger D. Wilson

Date: August 14, 1987

APPENDIX C  
Jackson Fire Department  
General Order No. 8-91

Subject: Drug Policy

I. Purpose.

- A. The Employer has the responsibility and an obligation to provide a safe work environment by ensuring that employees are drug free.
- B. The Employer and the employee may be liable for failing to address and ensure that employees can perform their duties without endangering themselves or the public.
- C. There is sufficient evidence to conclude that use of illegal drugs, drug and alcohol dependence and drug and/or alcohol abuse seriously impairs an employee's performance and general physical and mental health. This General Order is meant to ensure an employee's fitness for duty as a condition of employment and to ensure drug and alcohol tests are ordered based on a reasonable objective basis, and to inform the employee that testing is a condition of employment.

II. Definitions.

- A. Employee: All personnel employed by the Jackson Fire Department, both sworn and civilian.
- B. Supervisor: Both sworn and civilian employees assigned to a position having day to day responsibility for supervising subordinates, or responsible for command of a work unit.
- C. Drug Test: A urinalysis or other test administered under approved conditions and procedures to detect drugs.
- D. Reasonable Objective Basis:
  - 1. An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would induce a reasonably intelligent and prudent person to believe the employee was under the influence of drugs/narcotics/alcohol.
  - 2. A reasonable ground for belief in the existence of facts or circumstances warranting an order to submit to a drug test.

III. Policy.

- A. Any statutory defined illegal use of drugs by an employee, whether on duty or off duty

while employed by the Jackson Fire Department is strictly prohibited.

- B. For the well being and safety of all concerned, the manufacture, consumption, possession, ingestion or reporting for work under any influence of alcohol, illegal substances or illegal drugs such as, but not limited to, marijuana, narcotics, stimulants, depressants, hallucinogens, etc., is strictly prohibited.
  - 1. Such consumption, possession, ingestion or being under the influence shall not occur on the Employer's time, premises, equipment or job site in any way or at any other time or place while in the course of employment.
  
- C. An employee may possess and use a drug or controlled substance providing such drug or controlled substance is dispensed to said employee pursuant to a current, valid medical prescription in the employee's name.
  - 1. Should the employee's prescribing physician indicate that the known side effects of the drug makes it dangerous for the employee to safely work, the employee shall notify the Employer or supervisor.

#### IV. General.

##### A. Hearing.

If the Employer has a reasonable suspicion to believe an employee has violated this policy, the following procedures shall apply:

- 1. Any employee suspected of violating this policy will be given an immediate hearing with the following persons present:
  - a. Employee
  - b. Employee's Union Representative, if applicable
  - c. Employee's Supervisor
  - d. Director of Police and Fire Services or designee
  
- 2. The facts forming the basis for the reasonable suspicion shall be disclosed to the employee at this hearing and the employee shall, at the same time, be given the opportunity to explain his/her behavior or actions.
  
- 3. If it is determined by the Director of Police and Fire Services that the reasonable suspicion is substantiated, the employee will be placed on administrative leave pending the results of an appropriate test.
  
- 4. Said employee shall be required to submit to an immediate blood and/or other appropriate test to determine whether or not the employee is under the influence of alcohol, a controlled substance or illegal drugs.
  
- 5. Such test shall be given pursuant to the procedure as outlined in Appendix A-1.



6. The employee shall submit to such test and release of test results to the Employer; failure to do so shall be presumption that the employee has violated the policy. The employee will then be subject to disciplinary action.
  7. After the test has been given and the results known, the employee:
    - a. will be put back to work with full pay for time lost, should the test results be negative; or
    - b. shall be subject to discipline, including discharge, should the test results be positive.
- B. All property belonging to the Employer is subject to inspection at any time without notice, as there is no expectation of privacy.
1. Property includes, but is not limited to, Employer owned vehicles, desks, containers, files and storage lockers.
  2. Employees assigned lockers (that are locked by the employee) are also subject to inspection by the Employer in the presence of the employee.
- C. Fire Department employees who have reasonable objective basis to believe that another employee is in violation of this General Order shall be obligated to report the facts and circumstances immediately to their supervisor.
- D. It shall be the duty of the employee to notify the Employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

## V. Procedure.

- A. Drug Testing/Urinalysis
1. Applicants  
All applicants for employment shall be tested for drug or narcotic usage as a part of their pre-employment medical examination. The testing procedure and safeguards set forth in this order shall be followed by the examining physicians and others involved in the testing procedure.
    - a. Refusal to take the test, or test results reporting a presence of illegal drugs or narcotics, or the use of non-prescription drugs, shall be the basis of discontinuing an applicant in the selection process. Any use or possession that constitutes a felony shall preclude any further consideration for employment.

- b. Applicants found to be involved in the illegal sale, manufacture or distribution of any narcotic/drug will be permanently rejected.
- c. Applicants demonstrating addiction to any narcotic/drug will be permanently rejected.
- d. Any improper use of any narcotic/drug by an applicant after application will be grounds for permanent rejection.
- e. After one year from the date of the above drug test, an applicant may reapply for employment if use or possession did not constitute a felony. Applicants who previously refused the test are not eligible for further consideration.
- f. The results of drug tests on applicants shall be confidential and used for official purposes only.

2. Current Employees

- a. The Director of Police and Fire Services may order a drug test when there is reasonable objective basis to believe that an employee is impaired or incapable of performing their assigned duties. The contents of any documentation shall be made available to the employee.
- b. Current employees may be ordered by the Director of Police and Fire Services to take a drug test where:
  - (1) there is reasonable objective basis to support allegations involving the use, possession or sale of drugs or narcotics; or,
  - (2) there has been serious injury to the employee while on the job, or where the employee was directly responsible for the injury to another employee.
  - (3) rehabilitated (reformed) substance abusers.
- c. A drug test may be a part of any routine physical examination. Such physical examination may be required for promotion or specialized assignment.
- d. Test results reporting the presence of illegal drugs, alcohol or narcotics, in excess of those specified in Appendix A-2, or the use of prescription drugs without a prescription or the abuse of any over-the-counter drug will be submitted as a part of a written complaint by the supervisor, consistent with Item c. above, requesting departmental action.

VI. Responsibility.

Failure to comply with the provisions of this order may be used as grounds for disciplinary action. Refusal by an employee to take the required drug test or follow this order will result in immediate suspension from duty pending final disciplinary action.

**Appendix A-1**  
to  
General Order No. 8-91  
Effective: November 28, 1994

**Blood/Urinalysis/PBT Procedure**

A. Obtaining Urine Samples

1. The employee designated to give a sample must be positively identified prior to any sample being obtained.
2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. An observer of the appropriate sex shall be present for direct observation to ensure the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.
3. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision.
4. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

B. Processing Urine Samples

1. The testing or processing phase shall consist of a two-step procedure:
  - a. Initial screening step, and
  - b. Confirmation step.
2. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.

3. The confirmation procedure should be technologically different than the initial screening test. In those cases where the second test confirms the presence of drug or drugs in the sample, the sample will be retained for six (6) months to allow further testing in case of dispute.
4. The testing method selected shall be capable of identifying marijuana, cocaine, and every major drug abuse, including heroin, amphetamines and barbiturates. Laboratories utilized for testing will be certified as qualified to conduct urinalysis or drug testing.
5. The laboratory selected to conduct the analysis shall be certified by the National Institute on Drug Abuse and any State of Michigan Agency that determines certification for fire/police employment. In addition, the laboratory selected shall use Smith-Kline Laboratories security procedures or equivalent.
6. Any confirmatory test shall be done by chromatograph/mass spectrometer.
7. If the first test is positive, a confirming test shall be run by a second laboratory procedure. Employees who have participated in the drug test program where no drugs were found, shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

C. Chain of Evidence/Storage

1. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than 60 days.
2. Each step in the collection and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

D. Urinalysis Test Available

The following analytical methods for the detection of drugs in the urine are currently available and may be used:

1. Chromatographic Methods
  - a. TLC (Thin Layer Chromatography), recommended for initial step, or HPLC (High Performance Thin Layer Chromatography).
  - b. GLC (Gas Liquid Chromatography).
  - c. GC/MS (Gas Chromatography/Mass Spectrometry), recommended for confirmation step.

- d. HPLC (High Pressure Liquid Chromatography).
- 2. Immunological Methods
  - a. RIA (Radioimmunoassay).
  - b. EMIT (Enzyme Multiplied Immunoassay Technique), recommended for initial screening step.
- E. Portable Breath Test (PBT)

An employee suspected of having alcohol present in his/her system shall submit to a PBT immediately upon notification and under the guidelines listed below:

1. The employee, a Fire Department supervisor and a Union representative (if employee desires), shall proceed to the Jackson City Police Station where the test shall be conducted by a sworn police officer.
2. If the first test indicates the presence of alcohol, a second test on another test apparatus shall be conducted.
3. If both tests are positive, the employee shall be placed on suspension, pending final disciplinary action.
4. Failure to cooperate with the testing officer will result in blood and/or urinalysis testing.

**Appendix A-2 -9-**  
to  
General Order No. 8-91  
Effective: November 28, 1994

CG/MS

<u>Drug/Metabolite</u>	<u>Decision Level</u>	<u>Confirmation</u>
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Marijuana metabolites	100 ng/ml	15 ng/ml
Opiates - Codeine	300 ng/ml	300 ng/ml

- Morphine	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Benzodiazepines	300 ng/ml	200 ng/ml
Methaqualone	300 ng/ml	200 ng/ml
Methadone	300 ng/ml	200 ng/ml
Propoxyphene	300 ng/ml	200 ng/ml
Alcohol	.02 mg %	.02 mg %

(Revised: March 22, 2005)

**APPENDIX D**  
**LETTER OF AGREEMENT**  
**RE: RESCUE IMPLEMENTATION**

This Letter of Agreement is entered into on the date hereinafter set forth between the City of Jackson, a municipal corporation of the state of Michigan (hereinafter referred to as the City), and Local No. 1306 of the International Association of Fire Fighters, AFL-CIO (hereinafter referred to as the Union) to set forth the understanding of the parties regarding continuation of a program to staff a medical rescue vehicle. This agreement replaces any previous version.

The parties agree to the following: a minimum of one (1) Fire Fighter and one (1) Officer will staff the rescue vehicle. Fire Fighters assigned to the rescue vehicle will be compensated an additional \$1.00 per hour for each hour so assigned (i.e., the premium will be calculated and compensated on an hour-by-hour basis). This pay shall only apply to those in the Fire Fighter rank.

Assignments to the rescue vehicle will be made by seniority. Each Fire Fighter will decide if he would like to be considered, by seniority, for the assignment of working the rescue. A list of those who are willing and those who wish to exercise a waiver will be maintained. The waiver period will last a minimum of thirty (30) days or until the employee pulls the waiver. Assignments will be made by seniority on each shift, starting with the most senior Fire Fighter and working down the list. Assignments will be made on a daily basis in regards to seniority and the waiver stipulation. A Fire Fighter with the appropriate seniority does not forfeit his right to act Lieutenant even though he has chosen to utilize his seniority on the rescue vehicle. If at any time there is no selection by seniority and there is adequate staffing to staff the rescue vehicle, the Fire Fighter with the lowest seniority and Officer will be placed on the rescue.

It is understood that the rescue may be staffed when staffing levels are at ten (10) or more for the shift.

Duration

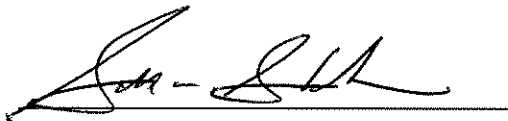
This agreement will start and continue for the term of the current labor agreement during which time the parties will continue to monitor and evaluate the program.

Both parties agree to continue to meet to work out such issues that may not have been foreseen. Both parties retain the right to end this agreement if such issues are not resolved, after reasonable notice to the other party.

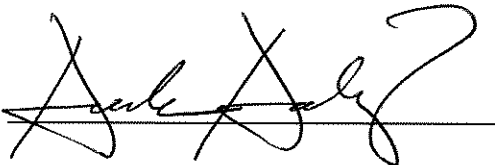
This Agreement entered into this 2<sup>0th</sup> day of July 2021.

INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, LOCAL 1306

CITY OF JACKSON



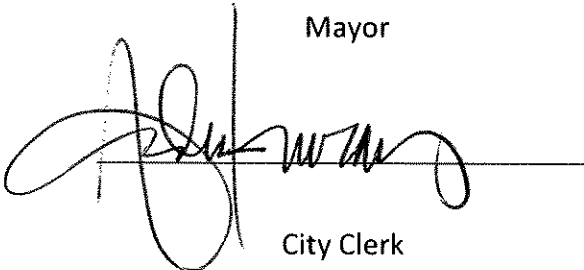
President



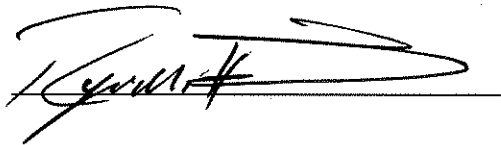
Mayor



Vice President



City Clerk



Secretary-Treasurer



Director of Personnel  
and Labor Relations



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