

LABOR AGREEMENT

July 1, 2016 - June 30, 2021

BETWEEN

CITY OF JACKSON

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

Local 1306

TABLE OF CONTENTS

AGREEMENT7

ARTICLE 1 – PURPOSE6

ARTICLE 2 – COVERAGE.....6

ARTICLE 3 – RECOGNITION6

ARTICLE 4 – AGENCY SHOP6

Section 4.1 Agency Shop7

Section 4.2 Dues Deduction – Non-Members7

Section 4.3 Written Authorization for Dues Deduction.....8

Section 4.4 Union to Furnish Signed Authorizations8

Section 4.5 Dues Indemnification Clause8

Section 4.6 Refund of Payments Made in Error8

ARTICLE 5 – UNION ACTIVITIES8

Section 5.1 General8

Section 5.2 Released Time.....8

Section 5.3 Bulletin Boards8

Section 5.4 Union Meetings9

ARTICLE 6 – WAGES9

Section 6.1 Rates of Pay9

Section 6.2 Holiday Pay10

Section 6.3 Overtime Pay11

Section 6.4 Call-Back Pay11

ARTICLE 7 – HOURS OF EMPLOYMENT11

Section 7.1 Work Week11

Section 7.2 Trading of Days12

Section 7.3 Short Time Trades12

Section 7.4 All Time Trades.....12

ARTICLE 8 – STAFFING ASSIGNMENTS13

Section 8.1 Dispatching and Paging Devices13

Section 8.2 Captain Assigned to Ladder Truck, Pumpers Used for
Emergency Medical Runs13

ARTICLE 9 – VACATIONS13

Section 9.1 Eligibility and Amount13

Section 9.2 Designation of Vacation Period15

Section 9.3 Payoff of Accrued Vacation Leave15

Section 9.4 Additional Vacation Days15

ARTICLE 10 – SICK LEAVE AND FUNERAL LEAVE16

Section 10.1 Accrual and Usage of Sick Leave16

Section 10.2 Funeral Leave17

Section 10.3 Family and Medical Leave18

ARTICLE 11 – HOSPITALIZATION/LIFE INSURANCE19

Section 11.1 Current Employees19

Section 11.2 Duty-Disability Retirees20

Section 11.3 Non-Duty Disability and Service Retirees20

Section 11.4 Dental/Optical Reimbursement21

Section 11.5 Life Insurance21

Section 11.6 Cafeteria Plan22

Section 11.6 Medical Insurance Opt-Out22

Section 11.7 National/State Health Care22

ARTICLE 12 – UNIFORM ALLOWANCE22

Section 12.1 Furnishing of Uniforms.....22

ARTICLE 13 – SUBSISTENCE ALLOWANCE23

Section 13.1 Conditions for Payment of Subsistence Allowance23

ARTICLE 14 – DUTIES AND ASSIGNMENTS23

Section 14.1 Assignments and Work Details23

Section 14.2 Maintenance23

Section 14.3 Shift, Station, Equipment Bidding23

Section 14.4 Bidding by Classification23

Section 14.5 Bidding by Seniority	23
Section 14.6 Eligibility to Bid Another Vacancy	23
Section 14.7 Assuming Scheduled Work Cycle for Vacancy	23
Section 14.8 Management’s Rights to Assign Temporarily	24
ARTICLE 15 – RULES AND REGULATIONS	24
Section 15.1 Rules and Regulations	24
ARTICLE 16 – RESIDENCY	24
Section 16.1 Residency	24
ARTICLE 17 – PAY FOR ACTING RANK	24
Section 17.1 Pay for Acting Rank	24
Section 17.2 Conditions for Acting Rank	24
ARTICLE 18 – MANAGEMENT	24
Section 18.1 Management Rights	24
ARTICLE 19 – STRIKE PROHIBITION	25
Section 19.1 Strike Prohibition	25
ARTICLE 20 – LABOR-MANAGEMENT COMMITTEE	25
Section 20.1 Labor-Management Committee	25
ARTICLE 21 – TRAINING AND EDUCATION	25
Section 21.1 Training and Education	25
ARTICLE 22 – GRIEVANCE PROCEDURE	26
Section 22.1 Grievance Definition	26
Section 22.2 Time Limit for Filing Grievance	26
Section 22.3 Steps of Grievance Procedure	26
Section 22.4 Provisions of Grievance Procedure	27
ARTICLE 23 – PENSION AMENDMENTS	28
Section 23.1 Duty-Disability Pension Provisions	28
Section 23.2 Non-Duty Disability Pension Provisions	28
Section 23.3 Annuity Withdrawal Option	29
Section 23.4 Act 345 Membership	29

Section 23.5 Average Final Compensation	29
Section 23.6 Spouse Death Benefits, Duty-Disability	29
Section 23.7 Purchase of Military Service Time	30
Section 23.8 Pension Multiplier, Surviving Spouse Vesting and Member Contributions	30
ARTICLE 24 – SENIORITY	31
Section 24.1 Department & Classification Seniority Defined	31
Section 24.2 Probationary Period	31
Section 24.3 Seniority List	32
Section 24.4 Loss of Seniority	32
Section 24.5 Layoffs and Bumping	32
Section 24.6 Recall Following Layoff	33
ARTICLE 25 – PROMOTIONS	33
Section 25.1 Filling Vacancies	33
Section 25.2 Posting and Bidding	33
Section 25.3 Eligibility Requirements	33
Section 25.4 Testing and Weighting of Examinations	34
Section 25.5 Service and Education Credits	34
Section 25.6 Certification	35
Section 25.7 Selection	35
Section 25.8 Probation Following Promotion	35
Section 25.9 Grant Funded Incumbents	35
ARTICLE 26 – PHYSICAL FITNESS	36
Section 26.1 Physical Fitness	36
Section 26.2 Wellness Incentive Program	36
ARTICLE 27 – Severability.....	38
Section 27.1 Severability	38
ARTICLE 28 – EXCLUSIVE AGREEMENT	38
ARTICLE 29 – DURATION	39

APPENDIX A – SALARY SCHEDULES (July 1, 2012 through June 30, 2016)	40
APPENDIX B – MEMORANDUM OF UNDERSTANDING – Disability Leave	50
APPENDIX C – DRUG POLICY	51
APPENDIX A-1- Blood, urinalysis/PBT Procedure	55
APPENDIX A-2- CG/MS.....	57
APPENDIX D – LETTER OF AGREEMENT – Rescue Implementation	59
Index	61

AGREEMENT

THIS AGREEMENT, entered into effect this 1st day of July, 2016, 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: Class Grade 58 shall be 15.0% higher than Class Grade 55.
- C. The salary rates for the period of July 1, 2016 through June 30, 2021 shall be as set forth in the attached Appendix A, Schedule I and Schedule II

Year 1 \$1,200 lump sum, non FAC, non-accumulative and paid upon ratification (those hired after ratification are not eligible)

\$1,200 lump sum, non FAC, non-accumulative and paid upon ratification (those hired after ratification are not eligible)

Year 2 1.75% increase for employees hired before 2012

2.0% increase for employees hired after 2012

Year 3 1.75% increase for employees hired before 2012

2.0% increase for employees hired after 2012

Year 4 2.0% increase for employees hired before 2012

3.5% increase for employees hired after 2012

Year 5 2.0% increase for employees hired before 2012

3.0% increase for employees hired after 2012

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. Provided, further, that the call-in pay provided for in this Section shall not be allowed in any case in which the employee is required to report for work earlier than his/her regularly scheduled starting time, if he/she then works continuously through a regular work shift, but under such circumstances shall be governed by the provisions of Section 6.3.

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.

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.

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.

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) for attendance at funerals of the 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. The Director of Police and Fire Services may approve a second duty day (24 hours) of funeral leave 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.

For the purpose of this Section, immediate family shall be defined as an employee's current spouse, children, parents, brother, sister, current parents-in-law, grandparents, grandparents-in-law, and grandchildren. 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, uncle, brother-in-law or sister-in-law, 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.

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 and July of EACH calendar year. A positive urine test result (over 20 ng/ml), along with all those choosing to opt out, but excluding those that can provide a valid prescription and/or receipt for a

smoking cessation program which may result in a positive test result (i.e. Nicorette gum or the like), will result in having to pay the following additional amount towards that year’s health insurance premium:

- Fiscal Year 2016/2017 5%
- Fiscal Year 2017/2018 10%
- Fiscal Year 2018/2019 15%
- Fiscal Year 2019/2020 20%
- Fiscal Year 2020/2021 20%

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 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.

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	35%

25 years of City fire service to be eligible for retiree health for a 29 year and above year employee	
---	--

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 as determined by the Director of Police and Fire Services.

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 twenty (20) miles of the geographic limits of the City of Jackson, Michigan (or within Jackson County if the distance is greater), effective upon being hired and for the duration of their employment. Employees who maintained their residency status within the Jackson City Limits for the entire previous calendar year are eligible to receive a \$250.00 residency stipend in January of each year. (Note: This stipend will not be prorated for partial year residency.)

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.

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:

Hire Date	Minimum Years of Service for a full service retirement	Minimum Age	Multiplier First 25yrs	Multiplier After 25yrs	Pension Cap
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 by 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	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 Fire Motor Driver and holding a Michigan State Fire Fighter Certification (I and II). The candidate must have an average score of seventy (70) 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 written examinations and, at the option of the Appointing Authority, may consist of other predetermined job-related tests or evaluations. If the Appointing Authority elects to use job-related tests or evaluations, and if these job-related (practical) tests are conducted by a single evaluator, the City will ensure that an observer is present, as well. The written examination shall be given before the job-related test. Upon the conclusion of the written examination and any job-related tests, 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:

<u>Classification</u>	<u>Weighting</u>
Fire Motor Driver	25% written 25% driving test 25% pump test 25% aerial operation
Captain	25% written 20% oral presentation 30% fire ground simulator 25% oral board interview

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 (½) point for each whole year of service shall be added to the final score of each applicant who receives a minimum score of 70% with a maximum of five (5) points to be accrued by service points. 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 Bachelors 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 Bachelors 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.)

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.

Section 25.9. Grant Position Incumbents. Any employee hired into a position which is funded by SAFER grant funds may bid on other positions within the Fire Department or City service in accordance with the terms and conditions of this Agreement and the City's Personnel Policy. It is further understood that in such cases, when a SAFER grant funded position is vacated, the Employer shall attempt to back-fill the SAFER grant funded vacant position(s) as soon as is practicable. The Employer and the Union understand and agree that the Employer is not guaranteeing continued employment for any employee or any employee whose position is funded in whole or in part by the SAFER grant or any other grant. As grant funds are exhausted, positions may be eliminated by the Employer and the affected employees may have their employment concluded by the Employer. If a SAFER grant employee is not retained when the funds are exhausted, he/she will retain full recall, wage, pension, and seniority rights for up to 24 months after separation. SAFER grant employees, will only retain these rights if his/her pension

contributions are not withdrawn during the grant and the 24 month recall period after grant funds are exhausted. This provision is for the 2015 Federal fiscal year FEMA grant application. The Employer and Union understand and agree that the terms and conditions of this section only apply to the SAFER grant accepted and approved by Jackson City Council in September 2016 which expires on or about February 10, 2019. Any employee hired into a position which is funded by SAFER grant funds will sign the attached employment agreement which has been approved by both the City and the Union.

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.

Section 26.2. Wellness Incentive Program.

- A. Effective January 1, 2002, all employees covered by this agreement may take a physical fitness test on an annual basis through December 31, 2008. Such test will be offered twice during a calendar year. Test dates will be scheduled approximately six (6) months apart. Terms and remuneration for participating in this program during the final year will be as contained in Section 26.7 of the July 1, 2004 labor agreement between the City of Jackson and the Jackson Professional Fire Fighters, Local 1306.
- B. Effective January 1, 2009, all employees covered by this Agreement may participate in a Wellness Incentive Program on an annual basis.
- C. 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.
- D. 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.

- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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)

- J. 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, 2016, and shall remain in full force and effect until 12:01 AM, the 1st day of July 2021, 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

CITY OF JACKSON

President

Mayor

Vice President – Jackson Chapter

City Manager

Secretary

Director of Police and Fire Services

City Clerk

Assistant City Manager/Operations & HR Director

Date: _____

APPENDIX A										
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS										
SCHEDULE I - 0% Increase										
Effective July 1, 2016 through June 30, 2017										
For Employees Hired										
Before July 1, 2012										
		BASE PAY RATES					LONGEVITY			
		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	47,375	53,282	55,742	58,459	61,269		62,819	64,412	66,038
	Bi-Wkly	1,822.10	2,049.31	2,143.94	2,248.41	2,356.49		2,416.11	2,477.10	2,539.94
	Hourly (112)	16.2688	18.2974	19.1423	20.0751	21.0401		21.5724	22.1196	22.6780
52	Annual	55,742	58,459	61,268	63,783	66,454		69,343	71,098	72,898
	Bi-Wkly	2,143.94	2,248.41	2,356.49	2,453.20	2,555.90		2,667.05	2,734.52	2,803.75
	Hourly (112)	19.1423	20.0751	21.0401	21.9036	22.8206		23.8130	24.4154	25.0335
54	Annual	57,454	60,253	63,148	65,740	68,493		71,471	73,282	75,136
	Bi-Wkly	2,209.76	2,317.45	2,428.77	2,528.46	2,634.37		2,748.90	2,818.56	2,889.84
	Hourly (112)	19.7300	20.6915	21.6855	22.5755	23.5212		24.5438	25.1657	25.8021
							*Including one year at preceding rate			
50 = Fire Fighter										
52 = Fire Motor Driver										
		BASE PAY RATES					LONGEVITY			
		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	58,459	61,268	63,783	66,456	69,289	72,285		74,696	76,582
	Bi-Wkly	2,248.41	2,356.49	2,453.20	2,555.99	2,664.98	2,780.18		2,872.91	2,945.46
	Hourly (80)	28.1052	29.4561	30.6650	31.9498	33.3123	34.7522		35.9113	36.8182
	Hourly (112)	20.0751	21.0401	21.9036	22.8213	23.7944	24.8230		25.6510	26.2987
58**	Annual	67,227	70,459	73,351	76,424	79,683	83,127		85,900	88,069
	Bi-Wkly	2,585.67	2,709.96	2,821.18	2,939.38	3,064.73	3,197.20		3,303.84	3,387.28
	Hourly (80)	32.3209	33.8745	35.2648	36.7423	38.3092	39.9650		41.2980	42.3410
							*Including one year at preceding rate			
55 = Captain		**15% over grade 55								
58 = Assistant Chief										

APPENDIX A										
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS										
SCHEDULE I - 1.75% Increase										
Effective July 1, 2020 through June 30, 2021										
For Employees Hired										
Before July 1, 2012										
		BASE PAY RATES					LONGEVITY			
		Step 1	Step 2	Step 3	Step 4	Step 5				
						After	1L	2L	3L	
Class	Pay	Minimum	Next	Next	Next	4 Years	After	After	After	
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										
		BASE PAY RATES						LONGEVITY		
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6			
						After	After	1L	2L	
Class	Pay	Minimum	Next	Next	Next	4 Years	5 Years	After	After	
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									
WAGE RATES FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2012									
Effective July 1, 2016 through June 30, 2017									
0% Increase									
50 = Fire Fighter, 52 = Fire Motor Driver, 55 = Fire Captain, 58 = Assistant Chief									
		BASE PAY RATES					LONGEVITY		
		Step 1	Step 2	Step 3	Step 4	Step 5			
						After	1L	2L	3L
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	37,090	41,715	43,642	45,768	47,970	50,056	51,322	52,620
	Bi-Wkly	1,426.54	1,604.43	1,678.56	1,760.31	1,844.99	1,925.23	1,973.93	2,023.86
	Hourly (112)	12.7369	14.3251	14.9871	15.7170	16.4731	17.1895	17.6244	18.0702
52	Annual	43,640	45,766	47,968	49,934	52,027	54,290	55,664	57,072
	Bi-Wkly	1,678.48	1,760.23	1,844.91	1,920.55	2,001.03	2,088.09	2,140.91	2,195.08
	Hourly (112)	14.9864	15.7163	16.4724	17.1478	17.8664	18.6437	19.1153	19.5989
54	Annual	44,979	47,169	49,438	51,464	53,621	55,953	57,369	58,821
	Bi-Wkly	1,729.95	1,814.20	1,901.45	1,979.40	2,062.33	2,152.05	2,206.49	2,262.33
	Hourly (112)	15.4460	16.1982	16.9773	17.6732	18.4137	19.2147	19.7008	20.1993
		BASE PAY RATES					LONGEVITY		
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		
						After	After	1L	2L
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	45,769	47,971	49,937	52,030	54,246	56,590	58,481	59,960
	Bi-Wkly	1,760.34	1,845.03	1,920.67	2,001.15	2,086.39	2,176.54	2,249.25	2,306.15
	Hourly (80)	22.0043	23.0628	24.0084	25.0144	26.0798	27.2067	28.1156	28.8269
55	Annual	45,769	47,971	49,937	52,030	54,246	56,590	58,481	59,960
	Bi-Wkly	1,760.34	1,845.03	1,920.67	2,001.15	2,086.39	2,176.54	2,249.25	2,306.16
	Hourly (112)	15.7174	16.4734	17.1489	17.8674	18.6285	19.4334	20.0826	20.5907
58	Annual	52,631	55,162	57,423	59,829	62,384	65,079	67,246	68,947
	Bi-Wkly	2,024.25	2,121.62	2,208.59	2,301.12	2,399.39	2,503.05	2,586.39	2,651.81
	Hourly (80)	25.3032	26.5202	27.6074	28.7640	29.9924	31.2882	32.3299	33.1476

APPENDIX A										
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS										
SCHEDULE II										
WAGE RATES FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2012										
Effective July 1, 2017 through June 30, 2018										
2.0% Increase										
50 = Fire Fighter, 52 = Fire Motor Driver, 55 = Fire Captain, 58 = Assistant Chief										
		BASE PAY RATES					LONGEVITY			
		Step 1	Step 2	Step 3	Step 4	Step 5				
		Minimum	Next	Next	Next	After	1L	2L	3L	
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	37,832	42,549	44,515	46,683	48,929		51,057	52,349	53,673
	Bi-Wkly	1,455.06	1,636.50	1,712.12	1,795.51	1,881.89		1,963.73	2,013.41	2,064.34
	Hourly (112)	12.9916	14.6116	15.2868	16.0313	16.8026		17.5333	17.9769	18.4316
52	Annual	44,513	46,681	48,927	50,933	53,067		55,376	56,777	58,214
	Bi-Wkly	1,712.04	1,795.43	1,881.80	1,958.97	2,041.05		2,129.86	2,183.73	2,238.98
	Hourly (112)	15.2861	16.0306	16.8018	17.4908	18.2237		19.0166	19.4976	19.9909
54	Annual	45,878	48,113	50,427	52,494	54,693		57,072	58,516	59,997
	Bi-Wkly	1,764.55	1,850.49	1,939.48	2,018.99	2,103.58		2,195.09	2,250.62	2,307.57
	Hourly (112)	15.7549	16.5222	17.3168	18.0267	18.7820		19.5990	20.0948	20.6033
		BASE PAY RATES					LONGEVITY			
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6			
		Minimum	Next	Next	Next	After	After	1L	2L	
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	46,684	48,930	50,936	53,071	55,331	57,722		59,651	61,159
	Bi-Wkly	1,795.55	1,881.93	1,959.09	2,041.18	2,128.11	2,220.06		2,294.23	2,352.27
	Hourly (80)	22.4444	23.5241	24.4886	25.5147	26.6014	27.7508		28.6779	29.4034
55	Annual	46,684	48,930	50,936	53,070	55,331	57,722		59,650	61,159
	Bi-Wkly	1,795.55	1,881.93	1,959.09	2,041.18	2,128.11	2,220.06		2,294.23	2,352.27
	Hourly (112)	16.0317	16.8029	17.4919	18.2247	19.0011	19.8221		20.4843	21.0025
58**	Annual	53,684	56,265	58,571	61,026	63,632	66,381		68,591	70,326
	Bi-Wkly	2,064.74	2,164.05	2,252.76	2,347.14	2,447.38	2,553.12		2,638.12	2,704.85
	Hourly (80)	25.8093	27.0506	28.1595	29.3393	30.5922	31.9140		32.9765	33.8106

APPENDIX A										
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS										
SCHEDULE II										
WAGE RATES FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2012										
Effective July 1, 2018 through June 30, 2019										
2.0% Increase										
50 = Fire Fighter, 52 = Fire Motor Driver, 55 = Fire Captain, 58 = Assistant Chief										
		BASE PAY RATES					LONGEVITY			
		Step 1	Step 2	Step 3	Step 4	Step 5				
						After	1L	2L	3L	
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	38,588	43,400	45,405	47,617	49,908		52,078	53,396	54,746
	Bi-Wkly	1,484.16	1,669.23	1,746.36	1,831.41	1,919.53		2,003.01	2,053.68	2,105.62
	Hourly (112)	13.2514	14.9038	15.5925	16.3519	17.1387		17.8840	18.3364	18.8002
52	Annual	45,403	47,615	49,905	51,952	54,129		56,484	57,913	59,378
	Bi-Wkly	1,746.28	1,831.33	1,919.43	1,998.15	2,081.88		2,172.45	2,227.41	2,283.76
	Hourly (112)	15.5918	16.3512	17.1378	17.8406	18.5882		19.3969	19.8876	20.3907
54	Annual	46,796	49,075	51,435	53,544	55,787		58,214	59,686	61,197
	Bi-Wkly	1,799.84	1,887.49	1,978.27	2,059.37	2,145.65		2,238.99	2,295.63	2,353.72
	Hourly (112)	16.0700	16.8526	17.6631	18.3872	19.1576		19.9910	20.4967	21.0154
		BASE PAY RATES					LONGEVITY			
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6			
						After	After	1L	2L	
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	47,618	49,909	51,955	54,132	56,438	58,876		60,844	62,382
	Bi-Wkly	1,831.46	1,919.57	1,998.27	2,082.00	2,170.67	2,264.46		2,340.12	2,399.32
	Hourly (80)	22.8933	23.9946	24.9784	26.0250	27.1334	28.3058		29.2515	29.9915
55	Annual	47,618	49,909	51,955	54,132	56,438	58,876		60,844	62,382
	Bi-Wkly	1,831.46	1,919.57	1,998.27	2,082.00	2,170.67	2,264.46		2,340.12	2,399.32
	Hourly (112)	16.3523	17.1390	17.8417	18.5892	19.3811	20.2185		20.8940	21.4226
58**	Annual	54,758	57,390	59,742	62,247	64,905	67,709		69,963	71,733
	Bi-Wkly	2,106.04	2,207.33	2,297.82	2,394.09	2,496.32	2,604.18		2,690.88	2,758.94
	Hourly (80)	26.3255	27.5916	28.7227	29.9261	31.2040	32.5523		33.6360	34.4868

APPENDIX A										
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS										
SCHEDULE II										
WAGE RATES FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2012										
Effective July 1, 2019 through June 30, 2020										
3.5% Increase										
50 = Fire Fighter, 52 = Fire Motor Driver, 55 = Fire Captain, 58 = Assistant Chief										
		BASE PAY RATES					LONGEVITY			
		Step 1	Step 2	Step 3	Step 4	Step 5				
						After	1L	2L	3L	
Class	Pay	Minimum	Next	Next	Next	4 Years	After	After	After	
Grade	Basis	1st Year	Year	Year	Year	Service*	7 Years	12 Years	18 Years	
							Service*	Service*	Service*	
50	Annual	39,939	44,919	46,994	49,283	51,655		53,901	55,265	56,662
	Bi-Wkly	1,536.10	1,727.64	1,807.48	1,895.51	1,986.72		2,073.11	2,125.56	2,179.32
	Hourly (112)	13.7152	15.4254	16.1382	16.9242	17.7386		18.5099	18.9782	19.4582
52	Annual	46,992	49,281	51,652	53,770	56,023		58,461	59,940	61,456
	Bi-Wkly	1,807.40	1,895.43	1,986.61	2,068.08	2,154.75		2,248.49	2,305.37	2,363.69
	Hourly (112)	16.1375	16.9235	17.7376	18.4650	19.2388		20.0758	20.5837	21.1044
54	Annual	48,434	50,792	53,235	55,418	57,739		60,251	61,775	63,339
	Bi-Wkly	1,862.84	1,953.55	2,047.51	2,131.45	2,220.75		2,317.36	2,375.98	2,436.10
	Hourly (112)	16.6325	17.4424	18.2813	19.0308	19.8281		20.6907	21.2141	21.7509
		BASE PAY RATES					LONGEVITY			
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6			
						After	After	1L	2L	
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	49,285	51,656	53,773	56,027	58,413	60,937		62,974	64,565
	Bi-Wkly	1,895.57	1,986.75	2,068.21	2,154.87	2,246.65	2,343.72		2,422.02	2,483.30
	Hourly (80)	23.6946	24.8344	25.8526	26.9359	28.0831	29.2965		30.2753	31.0412
55	Annual	49,285	51,656	53,773	56,027	58,413	60,937		62,974	64,565
	Bi-Wkly	1,895.56	1,986.76	2,068.21	2,154.87	2,246.64	2,343.71		2,422.02	2,483.30
	Hourly (112)	16.9246	17.7389	18.4662	19.2398	20.0594	20.9261		21.6253	22.1724
58**	Annual	56,675	59,399	61,833	64,426	67,177	70,079		72,412	74,244
	Bi-Wkly	2,179.75	2,284.58	2,378.24	2,477.88	2,583.69	2,695.33		2,785.06	2,855.50
	Hourly (80)	27.2469	28.5573	29.7280	30.9735	32.2961	33.6916		34.8133	35.6938

APPENDIX A									
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS									
SCHEDULE II									
WAGE RATES FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2012									
Effective July 1, 2020 through June 30, 2021									
3.0% Increase									
50 = Fire Fighter, 52 = Fire Motor Driver, 55 = Fire Captain, 58 = Assistant Chief									
		BASE PAY RATES					LONGEVITY		
		Step 1	Step 2	Step 3	Step 4	Step 5			
						After	1L	2L	3L
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	41,137	46,266	48,404	50,762	53,205	55,518	56,922	58,362
	Bi-Wkly	1,582.19	1,779.48	1,861.70	1,952.37	2,046.33	2,135.30	2,189.32	2,244.69
	Hourly (112)	14.1267	15.8882	16.6223	17.4319	18.2708	19.0652	19.5475	20.0419
52	Annual	48,402	50,760	53,201	55,383	57,704	60,215	61,738	63,300
	Bi-Wkly	1,861.62	1,952.29	2,046.21	2,130.13	2,219.39	2,315.95	2,374.53	2,434.60
	Hourly (112)	16.6216	17.4312	18.2697	19.0190	19.8160	20.6781	21.2012	21.7375
54	Annual	49,887	52,316	54,832	57,080	59,471	62,059	63,629	65,239
	Bi-Wkly	1,918.73	2,012.16	2,108.93	2,195.39	2,287.36	2,386.88	2,447.26	2,509.18
	Hourly (112)	17.1315	17.9657	18.8297	19.6017	20.4229	21.3114	21.8505	22.4034
		BASE PAY RATES					LONGEVITY		
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		
						After	After	1L	2L
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	50,764	53,206	55,386	57,708	60,165	62,765	64,863	66,502
	Bi-Wkly	1,952.43	2,046.35	2,130.26	2,219.52	2,314.05	2,414.03	2,494.69	2,557.79
	Hourly (80)	24.4054	25.5794	26.6282	27.7440	28.9256	30.1754	31.1836	31.9724
55	Annual	50,764	53,206	55,386	57,708	60,165	62,765	64,863	66,502
	Bi-Wkly	1,952.42	2,046.36	2,130.26	2,219.51	2,314.04	2,414.03	2,494.69	2,557.80
	Hourly (112)	17.4323	18.2711	19.0202	19.8170	20.6612	21.5539	22.2741	22.8376
58**	Annual	58,375	61,181	63,688	66,359	69,192	72,181	74,584	76,471
	Bi-Wkly	2,245.14	2,353.12	2,449.58	2,552.22	2,661.20	2,776.18	2,868.62	2,941.17
	Hourly (80)	28.0643	29.4140	30.6198	31.9027	33.2650	34.7023	35.8577	36.7646

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
Propoxyphere	300 ng/ml	200 ng/ml
Alcohol	.02 mg %	.02 mg %

(Revised: March 22, 2005)

APPENDIX D

RE: RESCUE IMPLEMENTATION

This Letter of Agreement, amended on June 28, 2012, 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.

The parties agree to continue the following: two (2) Fire Fighters or one (1) Fire Fighter and one (1) Driver 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).

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 Driver 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 manpower to staff the rescue vehicle, the two Fire Fighters with the lowest seniority on the shift and/or the Fire Fighter with the lowest seniority and the extra, assigned Driver will be placed on the rescue.

If a senior Fire Fighter selects to work the rescue assignment, the Fire Fighter he will displace from the Ladder 1/rescue company will be assigned to the opening created (generally at an outside engine house). The extra Driver who is assigned to the ladder truck will be assigned to the rescue if there is no other opening of a Driver's position.

It is understood that the rescue will be staffed when manpower levels are at seven (7) or more for the shift. If the manpower level drops below seven (7), then the rescue will be taken out of service and the ladder truck will resume primary rescues as practiced currently.

The following staffing arrangement is suggested when manpower levels are seven (7) or more:

Available

<u>Staff</u>	<u>Ladder 1</u>	<u>Engine 2</u>	<u>Squad 1</u>
10	4	4	2
9	3 or 4	3 or 4	2
8	3	3	2
7	2 or 3	2 or 3	2
6	3	3	--
5	2 or 3	2 or 3	--

Response areas will stay the same: with two or three districts. In the event there is a second rescue call in the Ladder 1 still district and the rescue vehicle is already committed, the ladder truck will respond rather than sending an engine from an outside house, out of the engine's primary still district.

Duration

The Ladder 1 assignment will have a Captain, Driver, and two Fire Fighters as currently staffed. The rescue will not be considered a permanent assignment due to the staffing consideration of assignment. Seniority will then be used for the assignment to the rescue as previously described.

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 19th day of March, 2009, and amended on June 28, 2012. This modified rescue squad staffing agreement shall remain in effect as long as the FEMA SAFER grant funds exist. After which time, the rescue squad agreement reverts back to the March 19, 2009 terms and conditions.

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 1306

CITY OF JACKSON

President

Mayor

Vice President

City Manager

Secretary-Treasurer

Director of Police and Fire Services

City Clerk

City/County Director of Human Resources

Date: _____

INDEX

Section 24.4.C Absent Without Notification	32
Section 10.1 Accrual and Usage of Sick Leave	16
Section 23.4 Act 345 Membership	29
Section 17.2 Acting Rank Eligibility	24
Section 17.1 Acting Rate Pay	24
Section 9.4 Additional Vacation Days	15
ARTICLE 4 AGENCY SHOP	6
Section 7.4 All Time Trades	12
Section 23.3 Annuity Withdrawal Option	29
Section 22.3 Arbitration (Step Four)	26
Section 14.1 Assignments and Work Details	23
Section 7.1 Assistant Chief - Pagers	11
Section 14.7 Assuming Scheduled Work Cycle for Vacancy	23
Section 23.5 Average Final Compensation	29
Section 14.4 Bidding For Vacancies in Assignments	23
Section 14.5 Bidding On Assignments, Awards	23
Section 14.6 Bidding On Assignments, Eligibility	23
Section 14.4 Bidding On Assignments by Classification	23
Section 14.5 Bidding On Assignments by Seniority	23
Section 25.2 Bidding On Promotions	33
Section 5.3 Bulletin Boards	8
Section 24.5 Bumping Procedure	32
Section 11.6 Cafeteria Plan	22
Section 6.1.B Calculation of Pay - Grades 54 and 58	9

Section 6.4 Call-Back Pay	11
Section 8.2 Captain Assigned to Ladder Truck	13
Section 25.6 Certification For Promotion	35
Section 4.2 Check-Off of Dues	7
APPENDIX A Class Titles and Grades	40
Section 24.1 Classification Seniority	31
Section 17.2 Conditions for Acting Rank	24
Section 13.1 Conditions for Payment of Subsistence Allowance	23
ARTICLE 2 COVERAGE	6
Section 11.1 Current Employees (Hospitalization/Life Insurance)	19
Section 22.1 Definition of Grievance	25
Section 24.1 Definition of Seniority	31
Section 11.4 Dental Reimbursement	21
Section 24.1 Department & Classification Seniority Defined	31
Section 9.2 Designation of Vacation Period	15
APPENDIX B Disability Leave - MEMORANDUM OF UNDERSTANDING	50
APPENDIX B Disability Leave - Workers Compensation	50
Section 24.4 Discharge (Seniority)	32
APPENDIX C DRUG POLICY	51
Section 4.2 Dues Deduction	7
Section 4.5 Dues Indemnification Clause	8
ARTICLE 29 DURATION	39
ARTICLE 14 DUTIES AND ASSIGNMENTS	23
Section 11.5.C Duty-Death Payment	21
Section 23.1 Duty Disability Pension Provisions	28
Section 11.2 Duty-Disability Retirees - Medical Insurance	20
Section 21.1.C Education Labor-Management Committee	25

Section 21.1 Education and Training	25
Section 25.5.B Education Credit	25
Section 9.1 Eligibility and Amount, Vacation.	13
Section 25.3 Eligibility for Promotion	33
Section 14.6 Eligibility to Bid Another Vacancy	23
Section 25.6 Eligibility List	35
Section 24.5 Eliminating Job Classifications	32
Section 25.4 Examinations, Testing and Weighting	34
ARTICLE 28 EXCLUSIVE AGREEMENT	38
Section 10.3 Family and Medical Leave	18
Section 10.3.A Family and Medical Leave – Documentation	18
Section 10.3.B Family and Medical Leave – Eligibility	18
Section 10.3.C Family and Medical Leave – Reasons for Leave	18
Section 10.3.D Family and Medical Leave – Intermittent Leave	18
Section 10.3.E Family and Medical Leave – Paid Leave Banks	18
Section 10.3.F Family and Medical Leave – Medical Verification	19
Section 25.1 Filling Vacancies	33
Section 10.2 Funeral Leave	17
Section 12.1 Furnishing of Uniforms	22
Section 5.1 General (Union Activities)	8
Section 25.9 Grant Funded Incumbents	35
Section 22.1 Grievance Definition	26
ARTICLE 22 GRIEVANCE PROCEDURE	26
Section 6.2 Holiday Leave	10
Section 6.2.B Holiday Listing	10
Section 6.2 Holiday Pay	10

ARTICLE 11 HOSPITALIZATION/LIFE INSURANCE	19
ARTICLE 7 HOURS OF EMPLOYMENT	11
Section 4.5 Indemnification, Dues	8
Section 11.1 INSURANCE (Hospitalization/Life)	19
Section 25.2 Job Bidding - Promotions	33
ARTICLE 20 LABOR-MANAGEMENT COMMITTEE	25
Section 24.5 Layoffs and Bumping	32
Section 6.2.A Leave in Lieu of Holidays	10
Section 11.5.C Life Insurance - Duty Death	22
Section 11.5.B Life Insurance - Duty Disability Retirees	22
Section 11.5.A Life Insurance - Employees	21
Section 24.4 Loss of Seniority	32
Section 14.2 Maintenance	23
ARTICLE 18 MANAGEMENT	24
Section 18.1 Management Rights	24
Section 14.8 Management's Rights to Assign Temporarily	24
Section 9.1 Maximum Vacation Accumulation	13
Section 11.1 Medical Insurance for Current Employees	19
Section 11.2 Medical Insurance for Duty-Disability Retirees	20
Section 11.3 Medical Insurance for Retirees	20
Section 11.6 Medical Insurance Opt-Out	22
Section 11.7 National/State Health Care	22
Section 11.3 Non-Duty Disability and Service Retirees (Medical Insurance)	20
Section 23.2 Non-Duty Disability Pension Provisions	28

Section 11.4 Optical Reimbursement	21
Section 6.3 Overtime Pay	11
Section 7.1 Pagers	11
Section 8.1 Pagers	13
ARTICLE 17 PAY FOR ACTING RANK	27
Section 6.2 Payoff of Accrued Holidays	10
Section 10.1.C Payoff of Accrued Sick Leave	16
Section 9.3 Payoff of Accrued Vacation Leave	15
ARTICLE 23 PENSION AMENDMENTS - ACT 345	28
ARTICLE 26 PHYSICAL FITNESS	36
Section 25.2 Posting of Vacancies - Promotions	33
Section 25.8 Probation Following Promotion	35
Section 24.2 Probationary Period - New Hires	31
ARTICLE 25 PROMOTIONS	33
Section 25.3 Promotion, Eligibility	33
Section 25.7 Promotion, Selection	35
Section 25.4 Promotional Examinations	34
Section 22.4 Provisions of Grievance Procedure	27
Section 8.2 Pumpers for Emergency Medical Runs	13
ARTICLE 1 PURPOSE	6
Section 6.2 Qualification for Holiday Pay	10
Section 24.4.A Quitting - Seniority	32
Section 6.1 Rates of Pay	9
Section 24.6 Recall Procedure	33
ARTICLE 3 RECOGNITION	6
Section 4.6 Refund of Payments Made in Error	8
Section 11.4 Reimbursement of Dental/Optical Expenses	21
Section 5.2 Released Time.	8
Section 10.1 Requirements for Sick Leave Accrual	16

APPENDIX D Rescue Implementation	59
ARTICLE 16 RESIDENCY	24
Section 11.2, 11.3 Retirees Insurance	20
Section 6.2.A Retirement - Holiday Payoff	10
Section 10.1(C) Retirement - Sick Leave Payoff	16
ARTICLE 15 RULES AND REGULATIONS	24
APPENDIX A Salary Schedules (July 1, 2012 through June 30, 2016)	40
Section 9.1 Schedule for Vacation Leave Accrual	13
Section 25.7 Selection (Promotion)	35
ARTICLE 24 SENIORITY	31
Section 24.3 Seniority Lists	32
ARTICLE 27 SEPARABILITY	38
Section 9.3 Separation - Vacation Payoff	15
Section 25.5 Service and Education Credits.	34
Section 11.3 Service Retirees - Medical Insurance	20
Section 14.3 Shift, Station, Equipment Bidding	23
Section 7.3 Short Time Trades	12
Section 10.1.C Sick Leave Accrual, Payoff at Retirement	16
ARTICLE 10 SICK LEAVE AND FUNERAL LEAVE	16
Section 23.6 Spouse Death Benefits, Duty Disability	29
ARTICLE 8 STAFFING ASSIGNMENTS	13
Section 22.3 Steps of Grievance Procedure	26
ARTICLE 19 STRIKE PROHIBITION	25
ARTICLE 13 SUBSISTENCE ALLOWANCE	23
APPENDIX B Supplemental Pay - Disability	50
Section 14.8 Temporary Assignment	24
Section 9.3 Termination - Accrued Vacation Leave	15
Section 24.4 Termination of Seniority	32

Section 25.4 Testing and Weighting of Examinations	34
Section 22.2&22.3 Time Limit for Filing Grievance	26
Section 7.4 Time Trades (All)	12
Section 7.2 Trading of Days	12
ARTICLE 21 TRAINING AND EDUCATION	25
Section 21.1 Tuition Reimbursement	25
ARTICLE 12 UNIFORM ALLOWANCE	22
ARTICLE 5 UNION ACTIVITIES	8
Section 5.4 Union Meetings.	9
Section 4.4 Union to Furnish Signed Authorizations	8
Section 5.1 Union Rights	8
Section 25.2 Vacancies, Bidding for Promotions	33
Section 14.4 &14.5 Vacancies, Bidding for Shifts/Assignments	23
Section 25.2 Vacancies, Posting of Promotions	33
Section 14.7 Vacancies, Schedule Changes	23
Section 14.3 Vacancies - Shift, Station, Equipment	23
ARTICLE 9 VACATIONS	13
Section 9.4 Vacation, Additional Days	15
Section 9.1. A & B Vacation Carryover	13,14
Section 9.1 Vacation, Eligibility and Amount	13
ARTICLE 6 WAGES	9
Section 26.2 Wellness Incentive Program	36
Section 7.1 Work Week.	11
Section 4.3 Written Authorization for Dues Deduction	8
Section 26.1 Y-Center Membership	36