

2988

6/30/94

LABOR AGREEMENT

July 1, 1991 - June 30, 1994

BETWEEN

CITY OF JACKSON

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

Local 1306

Jackson, City of

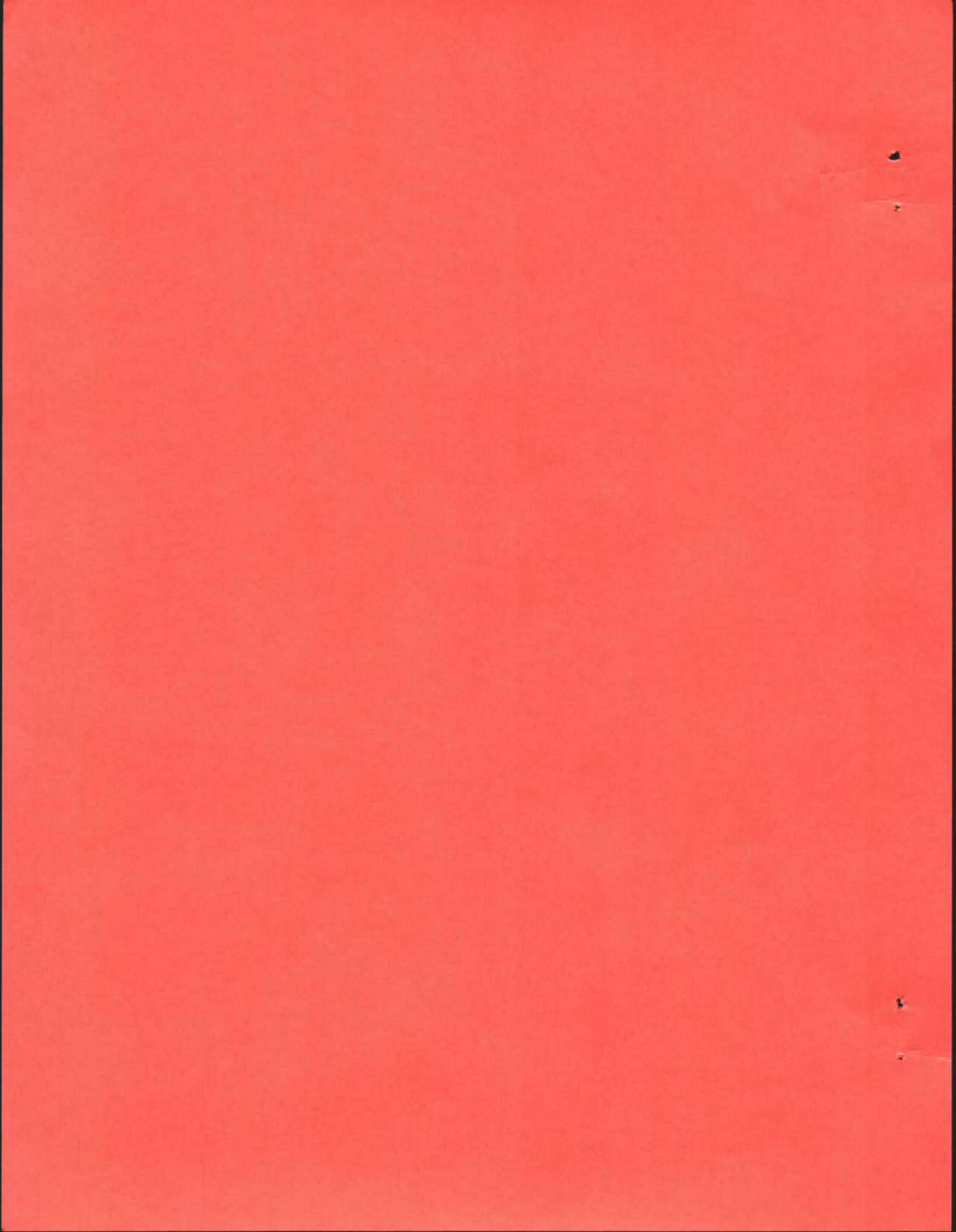


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AGREEMENT

THIS AGREEMENT, entered into effect this _____ day of _____, 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 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 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 employment, as a condition of employment, to have a service fee in an amount equal to the cost of the negotiation and administration of this Agreement, not including any initiation fees, as certified by the Union, deducted from his wages in the same manner as check-off Union dues. (Pursuant to MCLA 400.477; MSA 17.277(7).) The parties recognize that the Michigan Employment Relations Commission and the Michigan and federal courts have made certain rulings relative to the amount and handling of agency shop fees and the appeal process relative to same. The parties agree to recognize those rulings as controlling the interpretation of this Article.

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 checkoff 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 Fire Chief, 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 State Fire Fighters 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 Fire Chief 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 Fire Chief.

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. As a general rule, the Union may not hold its General or Special meetings on Fire Department property. However, such meetings may be held 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 Fire Department operations and advance notice is given to the Fire Chief 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. Effective July 1, 1983, and continuing thereafter Section 6.2 of this Article, Parity, shall prevail. In addition, if a cost of living allowance is granted to the employees of the Police Department, said cost of living allowance shall be granted to employees in this bargaining unit.

- B. The following method shall be used in calculating rates of pay in the future for Class Grades 54 and 58:

Class Grade 54 shall be 3.07% higher than Class Grade 52. Class Grade 58 shall be 10.3% higher than Class Grade 56. These percentages reflect the average differentials at all steps as contained in the salary schedule effective July 1, 1988 and adopted June 21, 1988.

- C. Effective July 1, 1991 a 4.07% across the board wage increase for all ranks and classifications shall be applied. Effective July 1, 1992 a 2% across the board

increase for all ranks and classifications shall be applied. Effective January 1, 1993 a 2% across the board increase for all ranks and classifications shall be applied. Effective July 1, 1993 a 3% across the board increase for all ranks and classifications shall be applied.

Appendix A shall reflect applicable rates of pay accordingly.

Section 6.2. Parity. The parity relationship between corresponding ranks of employees in the Fire Department and Police Department shall be continued for the duration of this Agreement. Rate for ranks in the Fire Department shall not be more than five hundred fifty dollars (\$550.00) below the rates for corresponding ranks in the Police Department. For purposes of this section, corresponding ranks shall be as follows:

Fire Fighter (#50)	Patrol Officer (#82)
Fire Motor Driver (#52)	Detective (#84)
Fire Captain and Fire Inspector I (#55)	Police Sergeant (#85)
Fire Inspector II (#56)	Police Lieutenant (#87)

Section 6.3. 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.

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 6.4. 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 6.5. 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 6.4. 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 6.4. 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 Chiefs and other nonsuppression employees shall normally work a forty (40) hour week; their hours shall continue to be eight (8) hours per day, five (5) days per week. The Assistant Chief shall 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 which require a response by the on-call Assistant Chief shall be controlled by Department policy.

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. Subject to department manpower requirements, 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 four (4) Captains or four (4) Fire Motor Drivers to be on duty on any one shift.

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. "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.

ARTICLE 8 - MANPOWER

Section 8.1. The City shall at all times maintain a minimum complement of fifteen (15) 24-hour fire fighters on duty on each shift.

- A. The Memorandum of Understanding between the parties, dated January 17, 1978 as amended November 24, 1980, regarding implementation of the manpower requirement of this Section, is attached hereto as Appendices B, B-1 and B-2 and incorporated herein by reference.

{The inclusion of Section 8.1 and Appendix B in the Contract is subject to the proceedings in Case No. 94-70957-AA/94-071004-CK in the Circuit Court for the County of Jackson and any appeal therefrom and Case No. CU94-F32 currently pending before an administrative law judge of the Michigan Employment Relations Commission. The

inclusion of Section 8.1 and Appendix B in the Contract is subject to the decisions in such proceedings and courts of competent jurisdiction from whose decision no appeal is taken. This agreement is without prejudice to either parties' position in these proceedings and cannot be used as evidence in any of the above proceedings or appeals therefrom.}

Section 8.2. The parties agree that the classification of alarm operator shall remain eliminated. The emergency and nonemergency dispatching of fire department personnel shall be performed by a Public Safety Answering Point. 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 8.3. 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:

<u>YEARS OF SERVICE</u>	<u>ANNUAL ACCRUAL</u>
One (1) but less than five (5)	168 hours
Five (5) years (starting with the calendar year in which they attain such service)	180 hours
Ten (10) years (starting with the calendar year in which they attain such service)	216 hours
Fifteen (15) years (starting with the calendar year in which they attain such service)	288 hours

Twenty (20) years (starting with the calendar year in which they attain such service)

312 hours

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 and who are hired subsequent to January 1, 1989, shall accrue vacation leave as follows:

<u>YEARS OF SERVICE</u>	<u>ANNUAL 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:

<u>YEARS OF SERVICE</u>	<u>ANNUAL ACCRUAL</u>
One (1) but less than five (5)	80 hours
Five (5) years (starting with the calendar year in which they attain such service).	96 hours
Ten (10) years (starting with the calendar year in which they attain such service).	120 hours
Fifteen (15) years (starting with the calendar year in which they attain such service).	160 hours
Twenty (20) years (starting with the calendar year in which they attain such service).	184 hours

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 Fire Chief.

All employees covered by this Agreement who work a forty (40) hour week (non-platoon, non-suppression) and who are hired subsequent to the effective date of this Agreement, shall accrue vacation leave as follows:

<u>YEARS OF SERVICE</u>	<u>ANNUAL 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 the effective date of this Agreement, 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 Fire Chief 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 that hereinafter authorized for such purposes, may, at the request of the employee and with the approval of the Fire Chief, be charged against vacation leave accrual.

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

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

Assistant Chiefs	- 2 (8-hour) days
Inspectors	- 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 furlough 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 Furlough Time:

- A. Time shall be given on the 1st of July each year.
- B. Newly promoted employees shall be entitled to this furlough 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 shall have twenty-four (24) hours deducted from his 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 shall have eight (8) hours deducted from his accumulated unused sick leave.

Such sick leave allowance may only be used by an employee when incapacitated to perform his 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 Fire Chief. In the event of sick leave for any purpose, the Chief 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.

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 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 attends the funeral and circumstances require his being absent beyond the first day following death. 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. 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 or uncle, one (1) duty day of sick leave may be used to attend the funeral in accordance with the above conditions.

ARTICLE 11 - HOSPITALIZATION/LIFE INSURANCE

Section 11.1. Current Employees. Effective upon ratification of this agreement or as soon thereafter as the insurance carrier can implement the change, the Employer shall provide and pay the cost of a medical, surgical and hospitalization plan, being Blue Cross-Blue Shield Comprehensive semi-private MVF-I with Option V Master Medical, PRE/100, MSO, ML, FAE-RC, and three dollar (\$3.00) co-pay prescription drug riders, or comparable policy, for all regular full-time employees, including spouses and dependent children under twenty-five (25) years of age in all cases where full family coverage is not provided and paid for by the spouse's employer; provided, however, that in the event of non-duty disability of an employee, with resulting incapacity to work, the Employer will continue to pay the premiums on said insurance and on the

insurance provided for in Section 11.5 hereof only for the period of time equal to such employee's accrued sick leave or for a period of six (6) months during non-duty disability, whichever period is greater.

Section 11.2. Duty - Disability Retirees. The Employer will provide and pay the entire premium cost of a medical, hospital and surgical hospitalization plan, in effect at the time of retirement for all current Fire Department retirees, designated MVF-I, or comparable coverage with another carrier, for all employees covered by this Agreement who retire on duty-disability pension on or after July 1, 1974, and such plan shall also include their spouses and dependent children under nineteen (19) years of age, in all cases where full family coverage is not provided and paid for by the spouse's employer. An employee who retires on a duty-disability pension on or after July 1, 1988 and subsequently ceases to be covered by the Employer's insurance because of his/her employment, or his/her spouse's employment, and resulting insurance, may, upon termination of such coverage elsewhere, reenter the insurance coverage as specified in this Section. If a retiree, whose insurance premium is being paid for by the City, should subsequently expire, the insurance coverage as provided for his/her spouse and dependents shall be continued on a payroll deduction basis, if the spouse is eligible to continue receiving pension benefits.

Effective January 1, 1987 for all employees who retire on duty disability pension on or after July 1, 1985, such insurance coverage shall include a \$3.00 co-pay prescription drug rider.

Section 11.3. Non-Duty Disability and Service Retirees. The Employer shall provide and pay the cost of a medical, hospital and surgical hospitalization plan, designated Blue Cross-Blue Shield MVF-I, or a comparable coverage with another carrier, for all employees covered by this Agreement who retire after July 1, 1979, on a non-duty disability or service retirement. Such policy shall also include their spouse and dependent children. The City's liability for payment of premium thereon shall cease upon the retiree reaching age sixty-five (65) or eligible for Medicare and/or if the retired employee accepts employment with another employer who provides health insurance coverage or if the retired employee's spouse is employed and that employer provides health insurance coverage. A retired employee, who ceases to be covered by the Employer's insurance because of his/her employment, or his/her spouse's employment and resulting insurance may, upon termination of coverage elsewhere, re-enter the insurance coverage

specified in this Section. Insurance coverage for all employees who retire after July 1, 1985, on a non-duty disability or service retirement, shall include a three dollar (\$3.00) co-pay prescription drug rider, for the retiree and his/her spouse.

Effective July 1, 1991, when a retired employee or spouse reaches an age where he/she is eligible for Medicare coverage, he/she shall apply for said coverage and the Employer shall pay the premium for Medicare supplemental coverage. The above specified insurance coverage and the Employer's liability for the premium thereon shall cease if the retired employee accepts employment with another employer who provides comparable health insurance or if the retired employee's spouse is employed and that employer provides health insurance coverage reasonably comparable to that specified above. A retired employee, who ceases to be covered by the Employer's insurance because of his/her employment or his/her spouses's employment and resulting insurance, may, upon termination of coverage elsewhere, re-enter the insurance coverage specified in this section.

If a retiree who retires after the execution of the Agreement and whose insurance premium is being paid for by the Employer, should subsequently expire, the insurance coverage as provided for his/her 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.

Section 11.4. Dental Reimbursement. Effective upon the ratification of this Agreement, the employer will reimburse employees for proven dental and/or optical expenses, not to exceed five hundred fifty dollars (\$550.00) 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; ie, 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 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. 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. This insurance will become effective as soon as possible by the insurance company after ratification and signing of this Labor Agreement.

- B. The City will provide a five thousand dollar (\$5,000.00) life insurance policy for all employees coverage 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.

ARTICLE 12 - UNIFORMS AND REQUIRED CLOTHING

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.

ARTICLE 13 - SUBSISTENCE ALLOWANCE

Section 13.1. All employees on the payroll July 1, 1992, and thereafter, and required to take their meals at the engine house shall receive an annual subsistence allowance of \$4.50 per day actually worked in fiscal year 1992-1993 and \$4.75 per day actually worked in fiscal year 1993-

1994. 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 or 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 Fire Chief. 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 Fire Chief.

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 and the Union will meet to discuss and review said rules and regulations.

ARTICLE 16 - RESIDENCY

Section 16.1. Employees shall live within the County of Jackson, Michigan effective upon being hired and for the duration of their employment.

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 normally holds shall be paid at the rate of pay for the job to which he is transferred or assigned as though he had been permanently promoted to such job. The rate of pay shall be figured hourly by dividing the annual salary of the employee by the hours worked per year (2080 hours).

The employee shall be paid the difference in hourly pay between his present salary and the salary of the job being performed. When an employee has accumulated 2080 hours in the first step to which he would be promoted, he shall be entitled to receive acting pay at the next step rate and will continue to move from step to step after accumulating 2080 hours at any step. This hours requirement shall be reduced according to any change in the work week. 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 Fire Chief. 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. It is agreed that there will be created a Labor-Management Committee, consisting of four (4) Union members and four (4) Management representatives, to periodically discuss departmental problems, not including any matters covered by the Grievance Procedure hereinafter set forth.

ARTICLE 21 - TRAINING AND EDUCATION

Section 21.1. The City agrees to review training and educational opportunities available for fire fighters, and to pay for all course work (including required books) that will improve the employees' work capabilities as determined by the Chief of the Fire Department. Application for approved reimbursement shall be in accordance with departmental policy. Training equipment will be purchased as deemed necessary by and with the approval of the City Manager.

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 immediate supervisor within ten (10) calendar days of its occurrence.

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 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 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 decision strictly to the interpretation, application or enforcement of the provisions of the Agreement and he 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 finds that he 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 Union representative shall not apply to their participation in arbitration cases.

Section 22.4. The following provision 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 discipline 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 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 shall so determine, to order the payment of back wages.

- 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 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. 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, 1987, an employee 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 fifty-five (55) calculated at two and one-half percent (2.5%) of average final compensation multiplied by years of service. 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 23.3. 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 or she will withdraw their employee contributions and interest thereon, and the employee's annual or monthly pension benefit shall be reduced by the actuarial equivalent of the amount withdrawn as calculated by the City's actuary, using the rate of assumed investment return for immediate annuities as determined and published by the Pension Benefit Guarantee Corporation (PBGC) in effect on the date of retirement. The election of the annuity withdrawal option may not be rescinded once the pension becomes effective. This section will become effective for employee's who retire under the Act 345 Pension System on or after the effective date of this Agreement.

Section 23.4. All unit members who are not currently members of the Act 345 Retirement System shall exercise their option to become members of said system by 5:00 PM, December 31, 1994, by so advising the Director of Personnel and Labor Relations of their election to either remain in the old Police and Firemen Retirement Plan or to become a member of the Act 345 Retirement System. Failure to so notify the Director of Personnel and Labor Relations by said date and time shall bar said unit member from subsequently electing said option. All unit members who are currently members of the Act 345 Retirement System shall remain members of that 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 based on an average of the highest annual compensation received by the member during a period of three (3) consecutive years of service contained within his/her ten years of service immediately preceding his/her retirement or leaving service. 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 or 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.

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. 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 employees 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.

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. Employees thus displaced from their job classification

shall exercise the same right. As to the Assistant Chief classification, there shall be no requirement that the employee(s) to be removed therefrom if the number of occupants in the classification is reduced be the last to have entered it; however, the employee(s) thus removed shall have the same rights as all other bargaining unit employees to exercise classification seniority to displace less senior employees by bumping into lower-rated classifications. Employees bumping into lower-rated classifications shall be paid the rate of said lower classification.

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

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

ARTICLE 25 - PROMOTIONS

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

Section 25.2. Permanent openings or vacancies shall be posted on the department bulletin board for a period of thirty (30) calendar days. During such period, employees, who possess the required qualifications and prerequisites, may bid for the posted opening or vacancy by completing an appropriate application form 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:

<u>Classification</u>	<u>Eligibility Requirements</u>
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.
Fire Inspector I	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 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.
Fire Inspector II	One (1) year as a Fire Inspector I in the Jackson Fire Department, be a Michigan State Certified Fire Inspector and have successfully completed the Fire Investigation course of the Michigan State Fire Marshal Division or the National Fire Academy. Must have scored seventy (70) or above on the last two (2) performance evaluations as a Fire Inspector I.
Assistant Fire Chief	Shall be appointed by the Fire Chief.

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, said tests and evaluations shall be administered by persons not in the employment of the City. However, City employees may be present during the test or evaluation to act as reference persons for the nonemployee testers. The written examination shall be given before the job-related test. Upon the conclusion of the examination, 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
Fire Inspector I	70% written 30% 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 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.

The above education credits shall become effective February 17, 1990 for Captain and Fire Inspector I and February 17, 1991 for Fire Motor Driver. In all cases the applicant must produce a college degree or transcript as proof of credits earned.

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

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

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

ARTICLE 26 - PHYSICAL FITNESS ALLOWANCE

Section 26.1. Physical Fitness Test.

- A. Effective July 1, 1992, all employees covered by this Agreement shall be required to take a physical fitness test to be offered three times during each fiscal year. Test dates will be scheduled as close to four (4) months apart as practical in July, November and March.

- B. Employees covered by this Agreement who are unable due to legitimate personal reasons, as determined in writing by the Fire Chief, to take the physical fitness test for whatever reason shall not be compensated.

- C. Employees sustaining an injury while in the process of taking the physical fitness test shall be classified as injured on duty for purposes of Worker's Compensation eligibility.

- D. The test shall be administered by Jackson Fire Department personnel using the Biomedical Computer Systems program (Firefighter Fitness Index).

Section 26.2. Remuneration.

- A. Annual remuneration for employees passing the physical fitness test shall be as follows:

Superior	\$200
Excellent	\$125
Good	\$ 50
Fair	\$ -0-
Poor	\$ -0-
No Test	\$ -0-

- B. For remuneration purposes, employees shall be paid in June of each year for the highest score earned during the previous twelve (12) months beginning July 1st.

- C. Tests shall be administered in July, November and March of each fiscal year and payment to employees shall be made in June of each year.
- D. Unit employees agree to waive above payments for fiscal year 1992-1993 and money budgeted for such payments shall be utilized to purchase equipment to be used for physical fitness training.
- E. No disciplinary action will be issued based on results of an employee's level attained in the physical fitness testing.

ARTICLE 27 - SEPARABILITY

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 therefor, 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, 1991, and shall remain in full force and effect until 12:01 AM, the 1st day of July 1994, 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.

THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL #1306

CITY OF JACKSON

President

Mayor

Vice President

City Clerk

Secretary-Treasurer

Director of Personnel and
Labor Relations

Date: _____

APPENDIX A-1

SCHEDULE III - Amended by Parity (F.O.P. 4%)

Effective July 1, 1991 through June 30, 1992

Class Grade	Pay Basis	BASE PAY RATES					LONGEVITY		
		Step 1	Step 2	Step 3	Step 4	Step 5	1st L	2nd L	3rd L
		Minimum 1st Year	Next Year	Next Year	Next Year	Max. After 4 Years	7 Years Service*	12 Years Service*	18 Years Service*
50	Annual Bi-Wkly	24613.00 946.65	27695.00 1065.19	28978.00 1114.54	30396.00 1169.08	31862.00 1225.46	32671.00 1256.58	33503.00 1288.58	34351.00 1321.19
52	Annual Bi-Wkly	28978.00 1114.54	30396.00 1169.08	31862.00 1225.46	33174.00 1275.92	34568.00 1329.54	36075.00 1387.50	36991.00 1422.73	37930.00 1458.85
54	Annual Bi-Wkly	29868.00 1148.77	31329.00 1204.96	32810.00 1263.08	34192.00 1315.08	35629.00 1370.35	37183.00 1430.12	38127.00 1466.42	39094.00 1503.62

Class Grade	Pay Basis	BASE PAY RATES					LONGEVITY		
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	(1-L)	(2-L)
		Minimum 1st Year	Next Year	Next Year	Next Year	Next Year	Max. After 5 Years	12 Years Service*	18 Years Service*
55	Annual Bi-Wkly	30396.00 1169.08	31862.00 1225.46	33174.00 1275.92	34568.00 1329.54	36047.00 1386.42	37610.00 1446.54	38868.00 1494.92	39853.00 1532.81
56	Annual Bi-Wkly	33481.00 1287.73	34862.00 1340.85	36324.00 1397.08	37879.00 1456.88	39518.00 1519.92	41241.00 1586.19	42906.00 1650.23	43993.00 1692.04
58	Annual Bi-Wkly	36930.00 1420.38	38453.00 1478.96	40065.00 1540.96	41781.00 1606.96	43588.00 1676.46	45489.00 1749.58	47325.00 1820.19	48524.00 1866.31

- 50 = Fire Fighter
- 52 = Fire Motor Driver
- 55 = Fire Inspector, Captain
- 56 = Chief Fire Inspector
- 58 = Assistant Chief

*including one year at preceding rate

ADOPTED: October 1, 1991

APPENDIX A-2
 SCHEDULE III - Amended by Parity (F.O.P. 2%)
 Effective July 1, 1992 through December 31, 1992

Class Grade	Pay Basis	BASE PAY RATES					LONGEVITY		
		Step 1	Step 2	Step 3	Step 4	Step 5	1st L	2nd L	3rd L
		Minimum 1st Year	Next Year	Next Year	Next Year	Max. After 4 Years	7 Years Service*	12 Years Service*	18 Years Service*
50	Annual	25,116	28,260	29,569	31,015	32,510	33,335	34,184	35,049
	Bi-wkly	966.00	1066.92	1137.27	1192.88	1250.38	1282.12	1314.77	1348.04
52	Annual	29,569	31,015	32,510	33,848	35,270	36,808	37,742	38,700
	Bi-wkly	1137.27	1192.88	1250.38	1301.85	1356.54	1415.69	1451.62	1488.46
54	Annual	30,663	32,163	33,713	35,100	36,575	38,170	39,138	40,132
	Bi-wkly	1179.35	1237.02	1296.65	1350.01	1406.73	1468.07	1505.33	1543.53

Class Grade	Pay Basis	BASE PAY RATES					LONGEVITY		
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	(1-L)	(2-L)
		Minimum 1st Year	Next Year	Next Year	Next Year	Next Year	Max. After 5 Years	12 Years Service*	18 Years Service*
55	Annual	31,015	32,510	33,848	35,270	36,779	38,373	39,556	40,661
	Bi-wkly	1192.88	1250.38	1301.85	1356.54	1414.58	1475.88	1525.23	1563.88
56	Annual	34,162	35,570	37,061	38,648	40,319	42,077	43,775	44,884
	Bi-wkly	1313.92	1368.08	1425.42	1486.46	1550.73	1618.35	1683.65	1725.31
58	Annual	37,681	39,234	40,878	42,629	44,472	46,411	48,284	49,507
	Bi-wkly	1449.26	1508.99	1572.24	1639.57	1710.46	1785.04	1857.07	1904.12

- 50 = Fire Fighter
- 52 = Fire Motor Driver
- 55 = Fire Inspector, Captain
- 56 = Chief Fire Inspector
- 58 = Assistant Chief

*including one year at preceeding rate

ADOPTED:

prty1992
3/20/93

APPENDIX A-3
 SCHEDULE III - Amended by Parity (F.O.P. 2%)
 Effective January 1, 1993 through June 30, 1993

Class Grade	Pay Basis	BASE PAY RATES					LONGEVITY		
		Step 1	Step 2	Step 3	Step 4	Step 5	1st L	2nd L	3rd L
		Minimum 1st Year	Next Year	Next Year	Next Year	Max. After 4 Years	7 Years Service*	12 Years Service*	18 Years Service*
50	Annual	25,630	28,836	30,171	31,646	33,171	34,013	34,879	35,781
	Bi-wkly	985.77	1109.08	1160.42	1217.15	1275.81	1308.19	1341.50	1376.19
52	Annual	30,171	31,646	33,171	34,536	35,987	37,555	38,508	39,485
	Bi-wkly	1160.42	1217.15	1275.81	1328.31	1384.12	1444.42	1481.08	1518.65
54	Annual	31,287	32,817	34,398	35,814	37,319	38,945	39,933	40,946
	Bi-wkly	1203.36	1262.19	1323.01	1377.46	1435.33	1497.87	1535.88	1574.84

Class Grade	Pay Basis	BASE PAY RATES					LONGEVITY		
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	(1-L)	(2-L)
		Minimum 1st Year	Next Year	Next Year	Next Year	Next Year	Max. After 5 Years	12 Years Service*	18 Years Service*
55	Annual	31,646	33,171	34,536	35,987	37,526	39,152	40,460	41,485
	Bi-wkly	1217.15	1275.81	1328.31	1384.12	1443.31	1505.85	1556.15	1595.58
56	Annual	34,856	36,293	37,814	39,432	41,137	42,929	44,662	45,793
	Bi-wkly	1340.62	1395.88	1454.38	1516.62	1582.19	1651.12	1717.77	1761.27
58	Annual	38,446	40,031	41,709	43,493	45,374	47,351	49,262	50,510
	Bi-wkly	1478.70	1539.66	1604.19	1672.83	1745.16	1821.18	1894.70	1942.68

50 = Fire Fighter
 52 = Fire Motor Driver
 55 = Fire Inspector, Captain
 56 = Chief Fire Inspector
 58 = Assistant Chief

*including one year at preceeding rate

ADOPTED:

prty1992
 3/20/93

APPENDIX A-4
SCHEDULE III - Amended by Parity (POLC 3%)
Effective July 1, 1993 through June 30, 1994

		BASE RATES					LONGEVITY		
<u>Class</u> <u>Grade</u>	<u>Pay</u> <u>Basis</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>1L</u>	<u>2L</u>	<u>3L</u>
		<u>Minimum</u> <u>1st Year</u>	<u>Next</u> <u>Year</u>	<u>Next</u> <u>Year</u>	<u>Next</u> <u>Year</u>	<u>Next</u> <u>Year</u>	<u>After</u> <u>4 Years</u> <u>Service*</u>	<u>After</u> <u>7 Years</u> <u>Service*</u>	<u>After</u> <u>12 Years</u> <u>Service*</u>
50	Annual	26,415	29,718	31,093	32,612	34,183	35,050	35,942	36,850
	Bi-Wkly	1,015.96	1,143.00	1,195.88	1,254.31	1,314.73	1,348.08	1,382.38	1,417.31
52	Annual	31,093	32,612	34,183	35,589	37,083	38,698	39,679	40,686
	Bi-Wkly	1,195.88	1,254.31	1,314.73	1,368.81	1,426.27	1,488.38	1,526.12	1,564.85
54	Annual	32,048	33,613	35,232	36,682	38,221	39,886	40,897	41,935
	Bi-Wkly	1,232.60	1,292.81	1,355.09	1,410.83	1,470.06	1,534.08	1,572.97	1,612.89

50=Fire Fighter

*Including one year at preceding rate

52 = Fire Motor Driver

Adopted: March 29, 1994

SCHEDULE III - 3% Increase
Effective July 1, 1993 through June 30, 1994

		BASE PAY RATES						LONGEVITY	
<u>Class</u> <u>Grade</u>	<u>Pay</u> <u>Basis</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>1L</u>	<u>2L</u>
		<u>Minimum</u> <u>1st Year</u>	<u>Next</u> <u>Year</u>	<u>Next</u> <u>Year</u>	<u>Next</u> <u>Year</u>	<u>Next</u> <u>Year</u>	<u>After</u> <u>4 Years</u> <u>Service*</u>	<u>After</u> <u>5 Years</u> <u>Service*</u>	<u>After</u> <u>12 Years</u> <u>Service*</u>
55	Annual	32,595	34,166	35,572	37,067	38,652	40,327	41,674	42,730
	Bi-Wkly	1,253.67	1,314.08	1,368.16	1,425.64	1,486.61	1,551.02	1,602.84	1,643.44
56	Annual	35,902	37,382	38,948	40,615	42,371	44,217	46,002	47,167
	Bi-Wkly	1,380.83	1,437.76	1,498.02	1,562.11	1,629.66	1,700.65	1,769.30	1,814.11
58	Annual	39,600	41,232	42,960	44,798	46,735	48,771	50,740	52,025
	Bi-Wkly	1,523.06	1,585.85	1,652.31	1,723.01	1,797.51	1,875.82	1,951.54	2,000.96

-55=Fire Inspector, Captain

*Including one year at preceding rate

56=Chief Fire Inspector

58=Assistant Chief

Adopted: January 31, 1995
 Effective Date: March 2, 1995

APPENDIX B

MEMORANDUM OF UNDERSTANDING

When, in order to comply with the Minimum Manpower provision pursuant to Article 8, Section 8.1, of the Labor Agreement, it is necessary for the Jackson Fire Department to call in off-duty employees, those employees shall be paid at the rate of pay which shall be calculated by application of the following formula:

ALL FIRE FIGHTERS (Class 50) - not acting	Once the rate of the four (4) year fire fighter has been ascertained for July 1, 1982, that rate shall be divided by 2080 hours which shall determine the hourly rate. That hourly rate shall be multiplied by 1.5 and that number shall be multiplied by 24 hours.
Plus acting rate	\$14.00
DRIVERS (Class Grade 52) Plus bottom line acting rate	Plus \$2.00 above fire fighters acting rate.
CAPTAINS (Class Grade 55) Plus bottom line acting rate	Plus \$2.00 above drivers acting rate.
ASSISTANT CHIEFS (Class Grade 58) Plus bottom line acting rate	Plus \$4.00 above captains acting pay.

Selection of overtime shall be made by a random draw. Each platoon shall have their own pool. Call-in shall be from a nonworking platoon.

Notification shall be made as soon as possible should call-in be necessary.

Selection and assignments will be made by or under the supervision of the Assistant Chief.

Names drawn will not be replaced in the Active Pool until the Active List is exhausted.

Acting pay will not be paid in addition to the above rates.

Men on leave, for any reason, will not be eligible for minimum manpower call-back, but will remain active.

In the event of sick leave, you must work a duty day following sick leave to be eligible.

APPENDIX B (Contd)

MEMORANDUM OF UNDERSTANDING

Any refusal of overtime will terminate your active status until the list is exhausted.

This memorandum supersedes the Memorandum of Understanding dated 11/16/77 on this same subject.

/s/ S. Wesley McAllister 1/17/78
S. Wesley McAllister Date
City Manager

/s/ Henry Leigh 1/17/78
Henry Leigh Date
President, Local #1306

/s/ Kenneth Melville 1/17/78
Kenneth Melville Date

{The inclusion of Section 8.1 and Appendix B in the Contract is subject to the proceedings in Case No. 94-70957-AA/94-071004-CK in the Circuit Court for the County of Jackson and any appeal therefrom and Case No. CU94-F32 currently pending before an administrative law judge of the Michigan Employment Relations Commission. The inclusion of Section 8.1 and Appendix B in the Contract is subject to the decisions in such proceedings and courts of competent jurisdiction from whose decision no appeal is taken. This agreement is without prejudice to either parties' position in these proceedings and cannot be used as evidence in any of the above proceedings or appeals therefrom.}

APPENDIX B-1

MINIMUM MANPOWER POLICY

1. Any number pulled out will be used, with the exception of the Assistant Chief and Operator. They will be used when there is no Assistant Chief or Operator present.
2. It shall be permissible to trade short time with the permission of the Assistant Chief. Also, the Assistant Chief will be able to grant one (1) hour emergency time without replacement.
3. Policy of two (2) refusals shall remain in effect. Upon the third refusal, active status for that round will be terminated. However, if everyone has been asked and no one accepts, to comply with State law, the first person who has had 24 hours off duty, shall be ordered into work.
4. The Assistant Chiefs will commence calling as soon as possible.
5. Men on vacation will be eligible for minimum manpower call-back, however, if a man elects to work while on vacation, the same number of vacation days will be deducted from his records, the same as if he did not work.

We hereby agree with the above changes to Appendix B of the 1979-1982 Labor Agreement.

/s/ Donald J. Braunreiter
Donald J. Braunreiter
Fire Chief

/s/ Henry Leigh
Henry Leigh
President

/s/ S. Wesley McAllister
S. Wesley McAllister, Jr.
City Manager

/s/ Bernard Yost
Bernard Yost
Secretary/Treasurer

/s/ Carl M. Hendges
Carl M. Hendges
Executive Board

/s/ Ronald Fisher
Ronald Fisher
Executive Board

Dated: November 24, 1980

APPENDIX B-2
INFORMATION BULLETIN
No. 10-A

TO: All Fire Department Personnel
FROM: Donald J. Braunreiter, Fire Chief
DATE: November 26, 1980
SUBJECT: Amendment to Appendix B, 1979-82 Labor Agreement

The attached is an amendment to the minimum manpower call-back (Appendix B) procedure.

This policy change refers to item #5 (men on leave) and item #7 (refusal) of Appendix B only. All other items listed in Appendix B stand as written.

Copies of this amendment will be issued to the City Manager, Personnel, Fire Chief and Union for attachment to the Labor Agreement.

Donald J. Braunreiter
Fire Chief

cam.

APPENDIX C

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on the date hereinafter set forth between the City of Jackson, a municipal corporation of the State of Michigan, hereinafter referred to as the City and Local #1306 of the I.A.F.F., AFL-CIO, hereinafter referred to as the Union, and is intended to be an amendment to the collective bargaining agreement between the City and the Union.

Effective July 1, 1974, and continuing from year to year thereafter, the City agrees to purchase and maintain a medical, surgical and hospitalization plan providing the same benefits as provided current employees, except for the fact that the plan shall be that designated MVF-1 for fire fighter, Richard Steele, a member of the Union.

The City and the Union further agree that the position formally designated Drillmaster, now designated Director of Fire Training and Education, shall be increased from Class Grade 56 to Class Grade 58, effective July 1, 1974.

/s/ Bruce Robinson
CITY OF JACKSON

/s/ Dan Crowley
LOCAL # 1306, I.A.F.F.
AFL-CIO

Date: June 26, 1974

APPENDIX D

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 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
FIREFIGHTERS, 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 E

LETTER OF AGREEMENT

This letter of Agreement is entered into on the date hereinafter set forth between the City of Jackson, a municipal corporation of the State of Michigan (hereinafter referred to as the City) and Local No. 1306 of the International Association of Firefighters, AFL-CIO (hereinafter referred to as the Union) to set for the understanding of the parties regarding the City's removal of physical and mental examination language as an issue of collective bargaining for the July 1, 1985 through June 30, 1988 contract. To this end the parties do hereby agree that the removal of the physical and mental examination language and issue shall be without prejudice to the City's position on said issue and neither party can raise said removal in any arbitration or administrative hearing as a defense to or in support of any position taken at any of these hearings.

This Agreement entered into this 10 day of August, 1987.

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 1306

/s/ C. Barnum

/s/ R. Woodman

CITY OF JACKSON

/s/ Richard L. Strunk
Mayor

/s/ Sandra L. Conant
City Clerk

/s/ Roger D. Wilson
Director of Personnel and
Labor Relations

APPENDIX F

Jackson Fire Department

General Order No. 8-91

Effective Date November 28, 1994

By: /s/ Donald J. Braunreiter

Donald J. Braunreiter, Fire Chief

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. Fire Chief 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 Fire Chief 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 Fire Chief 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 Fire Chief 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

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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.

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<u>Drug/Metabolite</u>	<u>Decision Level</u>	<u>CG/MS Confirmation</u>
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Marijuana metabolites	100 ng/ml	15 ng/ml
Opiates - Codeine	300 ng/ml	300 ng/ml
- Morphine	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Benzodiazepines	300 ng/ml	200 ng/ml
Methaqualone	300 ng/ml	200 ng/ml
Methadone	300 ng/ml	200 ng/ml
Propoxyphene	300 ng/ml	200 ng/ml
Alcohol	.04 mg %	.04 mg %

DJB/am

