

Memorandum of Understanding

By and between

The Jackson Professional Firefighters Association

And

The City of Jackson



July 1, 2021 through December 31, 2023

*This version incorporates the terms & conditions reflective of the following agreements:
Original MOU term of July 1, 2020 to June 30, 2022, Amendment July 2021, and Side Letter
agreement entered September 2021, retroactive July 1, 2021.*

Memorandum of Understanding

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Article 1: Purpose

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between the City of Jackson and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum of Understanding; and set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment. Henceforth, the term "Association" will refer to the Jackson Professional Firefighters Association and the term "City" will refer to the City of Jackson.

Article 2: Recognition

The City recognizes the Association as the exclusive bargaining representative for the purpose of meeting and conferring on matters within the scope of representation for all full time employees in the classification below.

FIREFIGHTER (new position added in July 2020)
FIRE ENGINEER
FIRE CAPTAIN

Article 3: Political Activity

No person employed by the City shall, during his/her working hours, seek election, nomination, or appointment as an officer of a political campaign favoring or opposing any candidate for election, or distribute badges, pamphlets, dodgers or handbills of any kind favoring or opposing any candidate for election or for nomination to any public office. This resolution does not prevent any such employee from becoming, or continuing to be a member of a political club or organization, from attending political meetings, or from seeking or accepting election or appointment to a public office during his/her off hours, nor does it prevent the display of campaign advertisement on personal vehicles.

Violation of any of the provisions of this Article shall make the employee subject to disciplinary action.

Article 4: No Strike / No Lockout

It is mutually agreed and understood that during the period this Memorandum of Understanding is in force and effect, the Association will not authorize or engage in any strike, or work stoppage. The City agrees not to conduct a lockout against any of the employees covered by this MOU during the term of this agreement.

Article 5: FLSA Compliance

The City shall comply with the provisions of the Fair Labor Standards Act.

Article 6: Severability

If, during the term of this agreement, there exists any applicable law, rule, regulation or order issued by governmental authority other than the City which shall render or restrain

compliance with or enforcement of any provision of this agreement, such provision shall be immediately suspended and be of no effect thereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a provision of this agreement shall not invalidate any remaining provisions, which shall continue in full force and effect. In the event of such severance of a provision of this agreement, the City and the Association shall, within thirty (30) days of a request by either party, recommence meeting and negotiation upon a replacement, if any, for such a severed provision.

Article 7: Nondiscrimination

The provisions of this agreement shall be applied, subject to state and federal law, without discrimination because of age, sex, sexual orientation, marital status, race, color, national origin, creed religion, political affiliation, association activity, or membership or non-membership in any employee organization.

The City and the Association shall share jointly the responsibility for application of the above section.

Article 8: Association Security

Every employee covered by this MOU shall, as a condition of employment: (1) become a member of the Association and maintain the employee's membership in the Association in good standing in accordance with its Constitutional Bylaws; or (2) in the alternative, an employee shall tender monthly, an agency or service fee equal to the amount of the monthly service dues required of member except that:

Any employee of the City in a classification represented by the Association and who, on the date of ratification of this MOU is an employee and is not a member of the Association and who remains an employee continuous after such ratification date, is exempt from the provisions (above paragraph) unless the employee elects to become a member of the Association.

Any employee appointed to any classification out of the bargaining covered by the MOU may withdraw from membership in the Association, and the employee's obligation to pay an agency or service fee shall be suspended for the duration of such period as the individual is working for the City in a job classification not covered by this MOU.

Any employee who is or who becomes a member of the Association and who, as a condition of employment, maintain the employee's membership in the Association in good standing in accordance with its constitution and bylaws.

The City shall deduct from their wages the regular membership dues of employees who are members of the Association or agency fees of other employees provided in the above paragraph, not exempted by the provisions of the two double indented paragraphs above, and who individually and voluntarily authorize such a deduction in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.

Deductions shall be made from the payroll period each month, and the check for the total deductions shall be submitted to the organization which is determined by the Association within five (5) working days of the date the deductions are withheld from the employee's check. The

City will notify the Association each month at the time of the dues transmittal to the Association, of any changes since the previous dues transmittal and reason thereof.

Article 9: Safety

Both parties of this agreement agree to maintain a safe working environment. No employee shall be disciplined for having refused to work with equipment or under conditions that they believe are unsafe.

Article 10: Probationary Period

10.1 Probationary Period of Twelve Months

A regular employee shall be required to serve a probationary period of twelve (12) months from the date of employment or promotion. Upon completion of probation, such employee shall be granted regular full-time status. The twelve-month probationary period may be extended up to six (6) additional months by mutual agreements of the Fire Chief and the employee.

10.2 Probationary Employees

During the probationary period, employees shall receive performance evaluations provided in Article 11. During probation, each employee should receive close supervision, instruction, and review of work, training, and any other guidance that is supportive of the employee's opportunity for success on the job.

10.3 New Probationary Employees: Termination during Probationary Period

A new probationary employee may be terminated for failure to perform satisfactorily his or her duties during the probationary period.

10.4 Promoted Probationary Employees: Return to Previous Position during Probationary Period

A promoted probationary employee may be returned to his/her previous position at any time during the probationary period for failure to perform satisfactory his or her duties during the probationary period. A promoted probationary employee may not be terminated from employment for failing to satisfactorily complete his/her probationary period but may be terminated for just and sufficient cause as set forth in Article 17.

10.5 Notice to Return to Previous Position

A promoted probationary employee who is returned to his/her previous position shall be given written notice of said action. Employees returning to a previous position shall resume regular full-time status or the status employee held at previous position when returning back to that position.

Article 11: Procedures for the Evaluation of Employees

11.1 Purpose of Evaluation:

The preparation and use of employee evaluations are intended for the mutual benefit of the City and its employees. Employee evaluation should be used (a) to identify the evaluators expectations for the employee's job performance, (b) to acknowledge above standard performance, (c) to prescribe the means and method of converting deficiencies to a required level of performance, and (d) to encourage two-way communication between employees and their evaluators as to how to improve the work environment to increase moral and efficiency.

If the probationary employee successfully completes the probationary period, at the commencement of the twelfth month of a probationary employee's probationary period, the Fire Chief shall submit to the City Manager a report of appointment approving or disapproving the probationary employee's change of status from probationary to regular full-time. If the probationary employee fails to complete successfully the probationary period, he/she shall be terminated.

11.2 Evaluators

Employees shall be evaluated by a supervisor that has a personal knowledge of the job performance of the employee.

Each employee shall be assigned an evaluator for the purpose of education, supervision, and evaluation. The employee shall be informed who will be evaluating him/her.

11.3 Performance Evaluation System

All evaluators shall use the official form mutually agreed upon by the City Manager and the Association. The form shall be made available from and distributed by the Fire Chief.

11.4 Time for Evaluation of Regular full-time Employees

Regular full-time employees shall be evaluated at least once per year within a month of the anniversary of their date of hire or promotion and thereafter whenever the Fire Chief perceives the need for such evaluation.

11.5 Completion of Probationary Period

The employee's evaluator shall complete an evaluation of the employee every three months during the probationary period. The final evaluation during the probationary period is to be used to determine whether the employee shall be assigned to regular full-time status, to be assigned an extended probationary period, or to be terminated. Employees receiving an extended probationary period shall continue to receive evaluations for the duration of the extension. After the final evaluation, if retention of the employee is warranted, the Fire Chief shall submit to the City Manager, a report of appointment approving the probationary employee's change of status from probationary to regular full-time.

The City Manager or his/her designee shall maintain a calendar of all required evaluations and shall notify in writing the Fire Chief no less than 21 calendar days prior to the date when an employee's evaluation is required by this agreement.

Any evaluation, when completed, shall be reviewed with the employee by their evaluator during the employee's working hours without loss of pay or benefits to the employee. No evaluation shall be placed in any employee's personnel or other City record until the evaluation has been reviewed with the evaluated employee. Both the evaluator and the evaluated employee shall sign and date the evaluation. The employee's signature shall not indicate he/she agrees with the content, conclusions or recommendations of the evaluation, but only that the employee has read the evaluation and has had the opportunity to discuss with the evaluator.

11.6 Employees Right to Respond

Any employee who wishes to respond to his/her evaluation may use the employee's working hours to make such a written response and the response shall be appended to the evaluation and included in the employee's personnel file. Both the evaluator and the evaluated employee shall sign and date the response. The evaluator shall give a copy of the response to the employee.

Article 12: Promotions, Special Assignments, and Temporary Positions

12.1 Notice to Employees of Open Positions

The Fire Chief or his/her designee shall notify all current employees of any open position, special assignment, or temporary position. Any employee who is absent from work for any reason, shall be contacted and informed of the open position and allowed to participate in the testing procedure.

12.2 Filing Open Positions

When a promotion, special assignment, or a temporary assignment occurs within the Department, both Management and the Association agree to meet and discuss a testing procedure, and applicant requirements to fill the vacancy.

12.3 Temporary Assignments

When an employee is assigned to a temporary assignment with a higher classification, and the assignment is expected, or lasts more than ten (10) working days, the employee shall be paid for the higher classification in the same current "step" they are currently receiving. Temporary assignment pay hours are to be claimed with PERS as normal hours work.

Article 13: Layoff, Bumping and Recalling

13.1 Layoff of Employees

When deemed necessary and directed by the City Council, a reduction in the City's workforce may be initiated due to (1) lack of work, (2) lack of funds, (3) program or organizational changes resulting in a surplus of employees, or elimination of a specific program or service.

Insofar as possible, a reduction on force shall be accomplished with attrition. When it is determined by the City Council that Attrition will not provide sufficient relief for the condition warranting a reduction in the number of City employees, the Council may direct a specific layoff by department(s), budget unit, classification and/or classification series within a department:

1. Seasonal, temporary and extra-help employees
2. Paid-per-call employees
3. Probationary employees
4. Regular full-time employees

When it is determined by the City Council that a reduction in the number of City employees is required, the City Manager and the Fire Chief will prepare a revised departmental allocation list which complies with the limitations imposed by the reduction in force. Such position allocation list shall be reviewed by the City Council at a regularly convened meeting.

Thereafter, by resolution, the City Council will designate by department, the number and classification of employees to be affected by the layoff, and the effective date of such layoff.

Employees shall be given a written notice of proposed layoff by the Fire Chief at least thirty (30) calendar days prior to the effective date as such action stating (1) the last day of work for the employee, (2) reason for the layoff, (3) re-employment rights, (4) voluntary demotion rights, and (5) appeal procedures. In the appeal, such layoff shall be in accordance with this section, of this Agreement, and shall be limited to the issue of seniority or the application of the procedure under

this Agreement. This procedure does not affect the Fire Chief's authority to terminate intermittent, seasonal and extra help employees as dictated by the workload of the department. A layoff for purposes of this section is defined as a reduction in the regular work force expected to last more than ten (10) days.

Layoff of regular employees shall occur within their regularly assigned class and within their regularly assigned department and shall be in order of their seniority within their regularly assigned class so that employees with the least within-classification seniority are laid off first.

In the event of ties in seniority, the Fire Chief shall determine the order of layoff. The decision is to be based upon the most recent performance evaluation.

13.2 Bumping Rights

Bumping rights are within the regularly assigned department

13.3 Bumping to Lower Classification

Regular employees subject to layoff may bump to a lower class in which they held regular full-time status (past probation) or if their accumulated class seniority is greater than another employee that is not otherwise subject to layoff and they meet the current qualifications for the position. Employees may also bump into a lower position they had not held in the occupational series in which they work if their seniority within the occupational series is greater than that of the employee holding the lower position.

13.4 Part-time/Full-time Bumping

A regular full-time employee may bump a part-time employee

An employee may accumulate class seniority when bumping to a lower class in which they have attained regular full-time status. The seniority in the higher class will be added to the seniority in the lower class to determine the class seniority for bumping purposes.

13.5 Recall List

Regular employees laid off shall be placed on a recall classification list in order of their seniority so that the employee with the greatest seniority will be recalled first.

Recall rights are for a period of two (2) years following layoff.

Employees who have been laid off will be offered any vacant position within their former department at the same or lower class within the occupational series for which they qualify for a period of two (2) years. Such offers will be on the basis of accumulated class seniority.

Upon request, employees who have been laid off will be hired to fill vacancies in any department for the class they occupied or in any class, which they held regular full-time status and continue to meet class qualifications for a period of two (2) years.

13.6 Recall Rights

An employee who is laid off shall have the following rights for a period of two (2) years following their layoff:

- A. To be rehired to any open position which the employee previously held in the department from which the employee was laid off.

- B. The right of recall shall not accrue beyond the date on which the employee declines or fails to respond within five (5) days to an offer of recall from layoff or two (2) years from the date of layoff, whichever occurs first, and upon expiration of such right, such employee shall be deleted from the recall list.
- C. An employee re-employed within two (2) years following expiration of his/her right of recall from layoff shall be granted restoration of sick leave available to such employee as of the date of layoff. The period of layoff shall not be considered a break in service for such employee, but his/her seniority shall be reduced by the length of time intervening between the date of expiration of his/her right of recall from layoff and the date of his/her re-employment.

An employee re-employed either prior to or within two (2) years following expiration of his/her right of recall from layoff in a class other than the regular assigned department class from which he/she was laid off, shall be granted restoration of sick leave available to such employee as of the date of his/her layoff. Such employee shall be granted restoration of his/her their seniority accrued prior to the date of his/her their layoff, or the date of expiration of his/her their right of recall from layoff, whichever occurs last, but such restoration shall be granted only for purposes of determining the date upon which such employee shall become eligible for benefits in accordance with the provisions of Article 15.

Article 14: Seniority

Seniority shall be determined by length of continuous employment within a classification (or series, if applicable), within a department. Time on unpaid leave or suspension shall not be included in calculated seniority. If the length of service within a classification is the same for two (2) or more employees, seniority shall be determined by the length of continuous paid employment from the original date of hire. At no time will seniority be used as a rank structure within the department, other than during situations identified by the Fire Department's policy and procedures manual.

Seniority shall be recognized on the event of:

- Reduction of force
 - Recall
 - Scheduling of vacations
- The rule of seniority shall apply to all regular full-time employees.

Article 15: Disciplinary Actions and Related Actions

A regular full-time employee may be disciplined only for just and sufficient cause. All evidence supporting disciplinary charges must be timely in relation to the incidents which are the basis for the purposed discipline. This does not preclude evidence of prior notice to the employee of similar conduct or prior disciplinary action against that employee.

15.1 Procedure for Providing Notice of Disciplinary Actions

Service of notice of proposed disciplinary action on the affected employee shall be made either in person or by certified mail addressed to the employee's last known mailing address. If the affected employee can be served neither in person nor by certified mail addressed to the employee's last known mailing address or if for any reason the affected employee refuses or fails

to take receipt of the notice, service shall be deemed complete three (3) days after the attempted service.

15.2 Progressive Discipline

The City shall use progressive discipline when the City believes that progressive discipline shall serve the dual purpose of providing both a corrective warning and a penalty to an employee whom the City intends to retain as an employee after the discipline. The City may begin discipline at any level depending on the employee's conduct. Progressive discipline shall not be required when the City believes dismissal to be the appropriate discipline because of the employee's conduct. Progressive discipline shall consist of the following levels:

- A. Verbal counseling
- B. Verbal warning
- C. Written reprimand
- D. Suspension
- E. Demotion
- F. Dismissal

An initiator may discuss with the Fire Chief or City Manager the appropriate level of discipline prior to beginning any disciplinary action.

Article 16: Procedures for the Resolution of Grievances

16.1 Grievance Defined

Grievance procedures for employees are provided herein:

- A. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations
- B. To afford employees individually or through qualified employee organization a systematic means of obtaining further consideration of problems after every other effort has failed to resolve them through discussion
- C. To provide that grievances shall be settled as near as possible to the point of origin
- D. To provide that grievances shall be heard and settled as informally as possible.

16.2 Matters Subject to Grievance Procedures

Any City employee shall have the right to present a grievance regarding wages, salaries, hours and working conditions for which appeal is not provided.

16.3 Grievance Procedure

An employee shall first attempt to resolve a grievance or complaint through discussion with his/her immediate supervisor. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate supervisor, if any. Every effort should be made to find an acceptable solution by informal means at the most immediate level of supervision.

If an acceptable agreement is not reached, the employee shall next attempt to resolve the grievance through discussion with the Fire Chief. If the employee is not in agreement with the decision reached through such discussion, he/she shall then have the right to file a formal grievance within ten (10) calendar days after receiving the informal decision of his/her superior or superiors. An informal grievance shall not be taken above the Fire Chief.

16.4 Formal Grievance Procedure

Formal grievance procedure after exhaustion of the informal grievance procedure shall proceed as follows:

A. Fire Chief Review– Within forty-five (45) calendar days of when the Grievant could have reasonably known of the event or condition which forms the basis of the grievance, the grievance shall be presented in writing to the Fire Chief who may discuss the grievance with the employee, his/her representative, if any, and with the appropriate persons. The Fire Chief shall render his/her decision and comments in writing then and return them to the employee within fifteen (15) calendar days after receiving the grievance.

If the employee does not agree with the decision reached by the Fire Chief, or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance in writing to the City Manager. Failure of the employee to take further action within ten (10) calendar days after receipt of the Fire Chief's decision, or within a total of twenty five (25) calendar days if no decision is rendered, will constitute withdrawal of the grievance.

B. City Manager Review– Upon receiving the grievance, the City Manager shall discuss the grievance with the employee, his/her representative, if any, and with all other appropriate persons. The City Manager may, at his/her sole discretion, within one week of receiving the grievance, refer the grievance to an independent third party for review and/or investigation. The independent third party shall promptly review and/or investigate the grievance, and provide written findings and recommendations to the City Manager as quickly as circumstances allow. Independent third parties, shall include, but shall not be limited to, individuals with experience in contract dispute resolutions, and private or public mediators. Where grievances are reviewed by the City Manager, he/she shall render a decision in writing to the employee within one week of the date of written recommendation is received from the reviewing party. In cases where disciplinary actions result in termination of the employee, the employee shall have the right to a public hearing before the City Council.

C. Evidentiary Hearing Before a Grievance Panel– The employee or the Association may appeal Step B decision to a grievance panel comprised of one Association appointee, one City appointee, and a third neutral party selected either by (1) mutual agreements or (2) from a list of seven people provided by the State Mediation and Conciliation Service, in which event the parties shall alternatively strike names from the list until one is left.

The arbitrator or other neutral third party shall designate and give notice of the date, time, and place for the hearing on the appeal as soon as possible, but no earlier than ten (10) days after a hearing is requested. The hearing shall, upon request of the employee, be public and informal, but shall be conducted by the arbitrator/neutral third party in the manner he or she deems to be expeditious and full presentation of evidence and arguments of the parties in interest.

The grievance panel shall cause a tape recording to be made of the hearing.

The panel shall have the authority to subpoena witnesses and evidence and shall require that all witnesses give testimony only upon oath or affirmation.

The City shall make available for testimony in connection with this procedure any City employee whose presence is requested by the Grievant, or his/her representative. An employee witness required to appear in connection herewith shall suffer no loss of pay or benefits. The panel, by majority vote, shall have sole and exclusive authority to determine the relevancy and materiality

of evidence offered. The panel may receive and consider evidence in the form of an affidavit, but shall consider any objections made to such evidence. All evidence and arguments to be considered by the panel shall be introduced prior to the close of the hearing.

The panel shall render its decision on the appeal by majority vote immediately following the close of the hearing. Such decision shall be in writing and shall include panel's findings of fact, which shall be conveyed to the parties or their designated representatives. The decision of the panel shall be final and binding upon the parties.

The cost of the hearing for all grievances and appeals shall be borne equally between the parties.

16.5 Conduct of Grievance Procedure

- A. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
- B. The employee may request the assistance of another person of his/her own choosing in preparation and presenting his grievance at any level of review.
- C. Employee shall be free from reprisal from using the grievance procedure.

Article 17: Leaves of Absence; Unauthorized Absences

17.1 Workers' Compensation

An employee absent from duty due to an on-the-job injury or occupational illness shall be deemed to be on Workers' Compensation leave, pursuant to the California Labor Code. An injured employee must complete an injury report from the City of Jackson and the State Employee's claim for Workers' Compensation benefits pursuant to state law.

17.2 Leave of Absence without Pay

Leave of absence without pay may be granted to workers for up to one (1) year. Extensions to leaves approved for less than one (1) year shall not be unreasonably be denied provided adequate advance notice is given. Inability to return to work after an employee's sick leave has been exhausted will be considered as an urgent and substantial reason, and in such cases a leave will be granted. If an employee wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice to the Fire Chief.

A leave of absence will commence on and include the first workday on which the employee is absent and terminates with and includes the workday preceding the day the employee returns to work.

All leaves of absence shall be made in writing except when an employee is unable to do so. Upon an employee's return to work after a leave of absence, the employee will be reinstated to the employee's former position and working conditions provided the employee is capable of performing the duties of the former position. However, if there has been a reduction of force or the employee's position has been eliminated during said leave, the employee will be placed in the position the employee would be in had the employee not been on leave of absence.

An employee on unpaid leave of absence as provided herein shall not accrue vacation or sick leave benefits nor receive group insurance benefits. An employee may, however, at the employee's option and expense, maintain the employee's group insurance coverage, provided the

full monthly premium is received by the City on or before the first day of the month for which the premium is intended.

Absence under unpaid leave provisions herein shall not be considered a break in service, but all other benefits accruing to an employee under this agreement shall cease to accrue for the duration of any such unpaid leave of absence unless continuation of such benefit accrual is required in accordance with any other section of this agreement dictating such.

An employee holding a regular position may request a leave of absence without pay for any of the following reasons: illness, disability, pregnancy, or injury; to take a course study which will increase the employee's usefulness on return to his/her position; for personal reasons acceptable to the Fire Chief; attendance at official association functions as an authorized delegate; family care leave.

The above is exclusive of military leave and Workers' Compensation leave.

Employees granted a leave of absence without pay shall exhaust any accumulation of vacation time or compensatory time-off prior to the beginning of leave of absence. Employees requesting a leave of absence due to illness or disability (except pregnancy disability) shall use any accumulated sick leave prior to the requested beginning date of such leave.

An employee on leave of absence without pay due to illness or injury for a period of six (6) months or more shall present a statement by the employee's physician releasing the employee for normal duty prior to returning to work.

17.3 Maternity and Parental Leave

Conditions and criteria governing Maternity Leave shall be consistent with the Federal Family and Medical Leave Act. A woman taking maternity leave may combine paid vacation leave and/or sick leave, with State Disability Insurance benefits to a maximum of her regular salary. Maternity leave may be taken for up to one (1) year for either the birth or adoption of a child.

Parental leave shall be granted to any employee upon the birth or adoption of a new child in the family at the employee's discretion. Vacation or sick leave may be used for compensation for parental leave taken.

17.4 Leave of Absence for Jury Duty or Testimony on Behalf of City

Any regular employee absent from work for service as a juror or absent from work as a witness in response to a subpoena to testify for the City of Jackson shall be granted paid leave of absence for the time necessary in going to, returning from and serving or appearing in such capacity. Any fees received by the employee for such services or appearance shall be remitted to the City.

The City shall require, prior to and/or following an employee's use of such leave, appropriate verification of the employee's need to be absent from work for service as a juror or for appearance as a witness in response to a subpoena to testify for the City.

Any regular employee who shall be summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss in salary, but any jury fees received by him/her shall be paid forthwith to the City Treasurer to be deposited in the general fund of the City. Employees shall report to work for their regular assigned shift prior to reporting for jury duty, or receive prior approval from their department head to report

directly to jury duty. Employees released from jury duty during their normal duty hours shall report back to their department.

17.5 Bereavement Leave

A regular employee shall be granted paid leave of absence not to exceed six (6) days on account of death of any member of the immediate family which shall include spouse, child, sister, brother, father mother, in laws, Grandparents, and children of the employee or employee spouse (steps assumed). Special circumstances may be granted by the Fire Chief.

Use of bereavement leave shall be charged against the employee's available sick leave unless the member of his/her immediate family who has died is a child, spouse, or parent of the employee, in which case the employee's bereavement leave to a maximum of three (3) days in any calendar year shall not be charged against the employee's available sick leave. Unless expressly electing otherwise, an employee who exhausts his/her available sick leave shall utilize his/her available vacation leave until his/her available vacation leave is exhausted.

Until an employee exhausts sick leave, vacation balances may not be used. To use such special leave, written approval by the Fire Chief is required.

Under exceptional circumstances necessitated by distance traveled, up to an additional two (2) days may be authorized by the City Manager.

17.6 Personal Necessity Leave

No more than five (5) days annually of a regular full-time employee's available sick leave may be taken for reasons of personal necessity.

Personal necessity shall mean any of the following: An employee being required to attend a member of the employee's immediate family other than minor children due to serious illness of injury. In addition, time spent in routine or regular examinations or other preventative medicine for the employee or his/her minor children shall be eligible for personal necessity leave.

Catastrophic destruction of property of the employee.

The verification and approval of personal necessity leave must be obtained prior to the employee's taking said personal necessity leave except in cases of bona fide emergency, upon which the Fire Chief shall require verification and justification of the use of personal necessity leave following an employee's use thereof. Unjustified use of personal time off may be cause for discipline.

17.7 Leave of Absence for Examination or Interview

Regular full-time employees shall be granted paid leave of absence for purposes of taking qualifying or promotional examinations for City of Jackson employment.

17.8 Military Leave

An employee absent for purposes of a health examination required for the Armed Forces of the United States shall utilize his/her sick leave for such absences. The City shall require, prior to and/or following an employee's use of such leave, appropriate verification that such health examination is scheduled at a time when the employee is required to be working for the City.

Employees shall be granted other paid and unpaid leaves of absence and reinstatement rights following such leaves in accordance with the provisions of California Military and Veterans Code 389, 395, 395.01, 395.02, 395.03, 395.05, 395.1, 395.3, and 395.4, or their successors.

Article 18: Holidays

The following holidays will be observed during the term of this Memorandum of Understanding:

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

18.1 Holiday Hours

Employees covered by this agreement that are scheduled to begin a work shift on a named holiday or if a named holiday falls within the employees regular scheduled work days, the hourly pay rate for that employee shall be that of normal hours worked.

Employees will accrue holiday hours at a rate of (10) hours per month, and taken off at a time chosen by the employee, subject to the approval of management. Employees may accrue a maximum of two years of holiday. After the maximum allowable hours have been reached, the employee shall no longer accrue hours until the maximum allowable amount has been lessened to below 240 hours.

18.2 Floating Holiday

Each employee covered by this agreement shall be granted twenty-four (24) hours of floating holiday time each July 1st. Employees hired prior to July 1st will be prorated 2 hours per month until the employee earns the floating holiday time.

Article 19: Vacation

19.1 Vacation Accrual

Regular full-time employees of the Fire Department shall begin to earn paid vacation time according to the schedules set forth below. Vacation time begins to accrue beginning with the employee's first date of employment. However, employees will not be entitled to take paid vacation time until after satisfactory completion of six months of employment with the Department.

Employees hired prior to July 1, 2020 shall accrue paid vacation leave at the rate of 14 hour per month. On the employees' 6-year anniversary, the vacation leave accrual will increase to 18 hour per month.

Employees hired after July 1, 2020 shall accrue paid vacation leave at the rate of 10 hours per month. On the employees' 6-year anniversary the vacation leave accrual will increase to 14 hours per month.

Vacation leave shall be accrued and recorded at the end of each month.

No employee shall be eligible to accrue more than a maximum of twice their annual vacation accrual rate specified above. Once the maximum accrued number of vacation hours is reached, vacation accrual will cease until the vacation balance falls below the allowed maximum. Once the employee uses enough vacation to fall below the allowed maximum, the employee will start accruing vacation leave again from that date forward until the ceiling is reached again. An employee may request an exception be made to the ceiling on vacation leave because of extraordinary circumstances. All exceptions shall be approved/denied by the Fire Chief and or his/her designee.

Any employee who resigns, retires, or is discharged for any reason, and who has earned vacation time, shall be paid for such vacation time as of the effective date of such resignation, retirement or lay-off in effect when earned.

Military reserve duty will not be counted or charged to vacation time unless the employee requests it.

19.2 Vacation Leave Use Policy

The following provides instructions for managers and/or supervisors who are responsible for reviewing and scheduling Jackson Fire Department Full Time Employees vacation leave.

It is the intent of the City to allow employees to utilize credited vacation or Holiday leave each year for relaxation and recreation. It is the employee's responsibility to plan vacations well in advance to minimize conflicts with the operational needs of the Department. It is the Department's responsibility to ensure adequate coverage is maintained to meet business and operational needs and to adequately notice employees of specific training or mandatory dates for which vacation will not be granted. It is the Department's responsibility to provide reasonable opportunity for all employees to take an annual vacation commensurate with their accrual rate.

19.3 Vacation Leave Request

Employees may request vacation leave in any amount up to the maximum amount of leave credits that he/she will accrue in the following calendar year. It is the employee's responsibility to ensure that he/she will have available the leave credits for use during the bid period(s). Employees should be certain that they will in fact accrue adequate leave credits to cover the time requested, as employees who request and are granted leave exceeding that which the employee will accrue and/or has available may be required to take the time off and be docked for the absence. Employees shall complete the approved Vacation Leave Request form and submit it to his/her supervisor by the appropriate deadline for the type of request. Employees shall identify all of the dates requested regardless of the employee's current or anticipated work schedule.

October 31 deadline – Annual Schedule

Vacation leave requests for dates during the next calendar year, which are received before October 31 of each year, shall be considered for the annual vacation leave schedule. If the employee's supervisor is not responsible for coordinating the vacation leave schedule, the supervisor shall forward the form(s) to the appropriate person.

After October 31 deadline - First Come, First Serve Basis

Vacation leave requests for dates during the current year or time during the next calendar year which are received after October 31 deadline, shall be considered and acted on, on a first come, first serve basis.

19.4 Approval of Annual Vacation/Leave Requests

The Fire Chief or his/her designee is responsible for establishing an annual vacation leave

schedule by January 1 based upon written requests from employees within the Department. The Fire Chief may delegate this responsibility to any level of the organization. Consistent with this policy, departmental seniority will prevail in the case of scheduling conflicts.

For any request or portion of a request that is denied, the employee may submit another request, which will be considered and acted on, on a first come, first serve basis.

Operational Needs

Post Coverage

A balance of experienced personnel will be maintained at all times and no reduction in post coverage will occur as a result of the vacation leave schedule. Vacation leave will necessitate the need for overtime backfill positions to maintain a minimum post coverage.

Restricted Dates

All national holidays listed in Article 18 shall not be considered restricted dates. Vacation or leave requests shall be allowed on a restricted date if a full time personnel is available and willing to work if approved by the Fire Chief

Article 20: Sick Leave

Regular full-time shift employees of the Fire Department shall be entitled to accrue sick leave at ten (10) hours per month. This accrual rate pertains to months of continuous full-time service beginning with the first month of employment. Unused sick leave shall accrue from year to year and there is no maximum accrual limit. Probationary employees earn sick leave credits at the same rate as all other employees. Accrual of sick leave will be recorded at the end of each month. Sick leave only accrues for continuous full-time service to the City and does not accrue during any period an employee is on paid or unpaid leave, or receiving Disability Insurance or Workers' Compensation Insurance

20.1 Sick Leave with Pay

- A. Full-time employees shall be entitled to 120 hours per year sick leave, to be accumulated at a rate of ten (10) hours per month.
- B. Sick leave may be accumulated annually and carried over each year of employment providing that said accumulation shall be used as sick leave only.

20.2 Use of Sick Leave

Sick leave is available only in cases of actual illness or injury of an employee or the employee's spouse, children, or other dependents. Accrued sick leave benefits will be used to supplement all disability insurance benefits only to the extent necessary to provide a combination of sick leave and disability benefits equal to the employee's straight time compensation immediately before the beginning of the illness or disability. Since paid sick leave is to protect the employee from loss of earnings and not to provide days off with pay, misrepresentation as to the reason for absence from the City for the purpose of receiving paid sick leave shall be considered as an act of dishonesty and is cause for personnel action up to and including dismissal.

20.3 Sick Leave Compensation

An employee separating from employment shall not be reimbursed for unused sick leave. In addition, employees shall not receive payment for accrued but unused sick leave at any time during employment.

20.4 Statement of Physician

The City reserves the right to require a satisfactory statement of a licensed physician whenever an employee misses work due to an illness, injury or disability. The employee may be asked to provide a physician statement that verifies the nature of the illness, injury or disability, its beginning and ending dates, and/or the employee's ability to return to work without endangering his/her own safety or the safety of others. When requested, such verification and releases may be a condition to receiving sick leave benefits or returning to work. The Fire Chief may request such a statement in all situations where it is deemed that such a statement is warranted.

20.5 Sick Leave Use Procedure

Employees who are unable to report to work due to personal, dependent or spousal illness or injury should contact the Fire Chief as soon as possible and, if feasible, no later than their normal starting time. If an employee becomes sick during the day, the Fire Chief should be notified if feasible before the employee leaves work. Failure to follow these procedures may result in treatment of the time as an unexcused absence.

Article 21: Sick Leave Bank Program

Employees covered by this MOU may voluntarily donate sick leave hours to the sick leave bank for persons who have exhausted their accrued leave hours (sick, vacation, and holidays). Such donated leave time may be used to cover an employee's absence due to a catastrophic non-industrial illness or injury to the employee. Catastrophic illness or injury is one that has totally incapacitated the employee from work. The following guidelines shall govern:

- A. Only full-time regular or probationary employees who are covered by this MOU are eligible to donate or utilize hours donated to the Sick Leave Bank Program.
- B. At the program start-up, employees may donate up to a maximum of forty hours to seed the bank. Thereafter, employees may donate a maximum of eight hours each June and December (total of sixteen hours per year) in increments of one hour or more. When an employee separates from the fire department the employee can donate up to 40 hours to the bank.
Emergency donation periods may be authorized by the City Manager. Donations are irrevocable and will not be returned to the employee under any circumstances. Donations will not be made to specific employees, but will be made to the Sick Leave Bank for use by any employee determined eligible to participate.
- C. An employee, his/her representative, or the employee's family member must request in writing, through the Fire Chief to the City Manager, the employee's participation and provide appropriate verification of illness or injury as determined by the City Manager. The City Manager will then determine the employee's eligibility to receive donations based upon the definition provided above and notify the Finance office.
- D. The employee using donated sick leave time shall continue to accrue all benefits as if using his/her regular sick leave accrual. Any vacation, sick leave or holiday hours earned while using donated sick leave hours shall be automatically deducted to offset sick leave bank hours.
- E. An employee may only use donated sick leave hours during the time following exhaustion of all the employee's accrued leave hours and the beginning of coverage under the Long-Term Disability Plan (90 days from the date of occurrence).

Article 22: Hours of Work, Rest Time, Overtime, Call Out, Call Back, Compensatory Time Off, Holiday Pay

22.1 Workday, Workweek, Work Period:

- A. For full time employees of this agreement, the normal workday shall be twenty-four (24) hours. The normal work period shall start at 08:00 AM Monday and end 7 days later at 07:59 AM Monday. Deviations from this schedule shall be subject to the meet and confer process between the City and the Association to discuss the impact of alternate schedules on leave hours, overtime and other issues related to hours, wages and working conditions.
- B. These provisions do not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to carry on the business of the City.
- C. It is understood rest periods and lunch breaks will be included within the workday and will be taken as the firefighter's duties permit. Rest periods that are not taken shall be waived and employees shall not accrue any rights or overtime for rest periods not taken.
- D. Other schedules will be determined based on assignments.
- E. Management reserves the right to modify any work schedule due to exigent circumstance. The reduction of overtime shall not be considered an exigent circumstance.

22.2 Overtime

- A. Overtime is defined as assigned and authorized time worked beyond the established forty-five and one half (45.5) hour work week, or one hundred eighty-two (182) hour in the FLSA work period.
- B. For purposes of computing the number of hours worked, time during which an employee is excused from work because of a holiday, vacation, or sick leave be considered as time worked by the employee.
- C. Compensation for assigned and authorized overtime worked in excess of forty-five and one half (45.5) hours in a one-week period, or one hundred eighty-two (182) hours in the FLSA work period., shall be paid at a rate equivalent to one and one-half (1½) times the straight time hourly rate.
- D. Any hours worked over the forty-five and one half (45.5) hour work week yet under the fifty-six (56) hours scheduled shall be considered Extended Duty Work Week hours. These hours are planned overtime built into each employee's schedule. These Extended Duty Work Week hours are part of each employee's regular work hours, thus Extended Work Week Hours are to be claimed with PERS as normal hours work.

22.3 Court Overtime / Call Back

A. Court Time

Court time shall be defined as the time which any member of the unit who is subpoenaed to appear in court at any time other than such time of the member's regular work schedule. Any member who reports to court, on court time as defined above, shall receive a minimum of four (4) hours pay at a rate of pay equivalent to one and one-half (1½) times the straight time hourly rate or

shall receive pay for the actual time spent in court at a rate of one and one-half (1½) times the straight time hourly rate, whichever is greater. The City will pay a minimum of two (2) hours of overtime for telephone standby for court, or cancellation of a court appearance within 24 hours prior to the scheduled court appearance. Employees who report for court shall be eligible for the four (4) hour minimum and shall not be eligible to receive in addition the two (2) hours of overtime for court telephone standby or less than 24-hour Court cancellation.

B. Call Back

An employee ordered back for unscheduled work after leaving the work site on his/her assigned day off will record a minimum of four (4) hours work time or actual hours worked, whichever is more. An exception is when the full time personnel and the Chief or the City Manager mutually agree to a meeting before or after the usual work schedule for one or more full-time personnel, full time personnel shall be paid hour for hour. If the meeting is considered a mandatory meeting by the Fire Chief, the call back time of 4 hours remain in effect. Employees called back for unscheduled work within four hours of the beginning of his/her next shift will only receive those remaining unscheduled hours. Assigned days off are the hours which fall outside of the employee's shift. In a situation when an employee is on a scheduled leave (i.e., vacation) and is called back, because use of leave credits substitutes for scheduled work hours, an employee cannot receive overtime compensation, but may reduce the number of leave credits used.

Full time employees will carry a radio pager during scheduled days off for the purpose of emergency call back when available. Employees on days off will automatically be called back when the department is dispatched to a confirmed structure fire within the department's first due area (Response Area 131 and 132). Other emergencies may also necessitate call back of full-time employees, in those instances the responding Chief Officer will make that determination and request call back through the Camino Emergency Command Center.

22.4 Compensatory Time Off

- A. Members of the unit who work over fifty-six (56) hours in a work period may be given compensatory time off (CTO), at the rate of one and one half (1 ½) times the employee's regular hourly rate, in lieu of cash at the option of the employee.
- B. The maximum CTO hours an employee may accrue is one hundred twenty (120) hours. Any member of this unit having more than one-hundred twenty (120) hours of CTO currently accrued, shall be allowed to utilize that CTO time until his/her accrued CTO time is down to one-hundred twenty (120) hours as mutually agreed by the Fire Chief, or that member shall be allowed to be paid for such time at the prevailing rate.
- C. Employees who have reached the cap of one-hundred twenty (120) hours CTO will be allowed to accumulate above one-hundred twenty (120) hours at the discretion of the Fire Chief. The City shall have the right to pay employees for all CTO hours in excess of one hundred twenty (120) hours on a monthly basis.

22.5 Shift Change

All employees shall be given two (2) shifts or ten (10) day notice prior to normally scheduled shift changes. This two-shift notice shall not apply during an emergency situation, as determined by the Fire Chief, his/her designee, or the City Manager. The reduction of overtime will not constitute an emergency.

22.6 Shift Trade

The trading of hours between employees will not result in compensable overtime for the employee. Such trades will be approved by an appropriate supervisor, be voluntary by the

affected employees for their own personal needs and will not be at the request of the supervisor or to meet the City's needs.

The trading of time between employees may occur within the same 2824 day work period.

The affected employees shall provide the appropriate supervisor written and signed confirmation of the names, dates and times involved in advance of the trade. The employee's supervisor will be responsible for verifying that any time traded during the work period is reflected on the employee's monthly attendance report in accordance with the appropriate work period report. The supervisor will also maintain a written record of all time traded by his/her employees and will require that the time traded be paid back within 12 consecutive months.

The written confirmation of the trade is to be attached and maintained with the official copy of each work period attendance report reflecting traded time. If the traded work hours (TWH) are worked or used during more than one pay period, a copy must be attached to the attendance report for each pay period. The finance department will return attendance reports to the employee's supervisor if the required TWH agreement is not attached. Requests for cash pay shall not be processed until the attendance report and TWH agreement are returned to the finance department.

When an employee works additional time due to the trade, hours worked will be recorded on the attendance report under the appropriate date. On the activity portion of the report on the bottom date line, circle the additional time worked and show "TWH" (Traded work hours). Do not enter circled TWH hours into the bottom hour's line or into the total hour's column. If these hours are added into the totals as hours worked in error, the traded hours would become compensable overtime.

When an employee does not work on a scheduled work day due to trading of work time enter "TWH" in the description column and enter the time absent due to trading on the date of the absence. This time is added into the bottom date line and the "Total Hours" column.

Article 23: Health Insurance Benefits

The parties agree to maintain the City paid insurance benefits and levels of coverage which were in place upon ratification of the contract. This shall include dental, medical, life, disability and vision coverage. The employee contribution toward medical insurance benefits shall be five percent (5%) of the medical insurance premium selected by the employee. The City shall pay ninety-five (95%) of the medical insurance premium, with a maximum of 95% of the PERS Choice PPO Insurance Premium for 3+ Party coverage.

If the medical insurance benefits selected by an employee leave a positive differential between the employer health benefit contribution and the actual benefit cost, a portion of the differential shall be allocated to a deferred compensation account of the employee's choice. The total compensation differential for each employee will be updated on an annual basis by the Finance Department based on rates in effect on July 1, 2002. Current monthly allowance for an employee not taking City medical insurance is \$465 per month.

The employer shall provide fully paid dental and vision benefits for plans in effect July 1, 2015.

Life and Long Term and Short Term Disability coverage in effect on July 1, 2015 shall be maintained for the term of this contract.

Employees shall be eligible for reimbursement of up to \$300.00 per calendar year for medical insurance deductible costs paid by the employee upon submitting a claim for same and providing proof of meeting the yearly deductibles. Fifty percent of the deductible paid by the employee reimbursable until the employee meets the \$500.00 deductible level, then the full \$300.00 maybe claimed by the employee.

23.1 Retiree Medical

The City shall pay a health benefit allowance to all retirees. Effective June 1, 2017, the amount of this medical insurance contribution directly to PERS Health Care shall be a maximum of \$350.00 per month.

Article 24: Salary Increase / Wage Adjustments

1. Effective July 1, 2021, all existing members under the unit except for the newly created firefighter/ operator receives a 5% COLA. Effective July 1, 2021, the new pay scale under Article 24 is as follows:

	<u>Engineer</u>		<u>Captain</u>		<u>Firefighter</u>	
	hourly rate	monthly salary	hourly rate	monthly salary	hourly rate	monthly salary
step 1	18.36	4470.66	20.35	4955.23	15	3652.5
step 2	18.82	4582.67	20.84	5074.54	15.38	3745.03
step 3	19.27	4692.25	21.35	5198.73	15.76	3837.56
step 4	19.71	4799.39	21.86	5322.91	16.16	3934.96
step 5	20.19	4916.27	22.42	5459.27	16.56	4032.36
step 6	20.7	5040.45	22.97	5593.2	16.97	4132.2

2. Effective January 1, 2023, all members under the unit including the Firefighter position, receives a 5% COLA. The new pay scale is as follows:

	<u>Engineer</u>		<u>Captain</u>		<u>Firefighter</u>	
	hourly rate	monthly salary	hourly rate	monthly salary	hourly rate	monthly salary
step 1	19.28	4694.68	21.37	5203.6	15.75	3835.13
step 2	19.76	4811.56	21.88	5327.78	16.15	3932.53
step 3	20.23	4926.01	22.42	5459.27	16.55	4029.93
step 4	20.7	5040.45	22.95	5588.33	16.97	4132.2
step 5	21.2	5162.2	23.54	5731.99	17.39	4234.47
step 6	21.74	5293.69	24.12	5873.22	17.82	4339.17

[Section 24.1 – 24.3 reserved.]

24.4 Eligibility for Step Advancement / Increase in Salaries

Employees shall be considered eligible for increases in salaries according to the following schedule, on the basis of merit only.

- A. Step one shall be paid upon initial employment, except in the event an employee entering

City employment is found to possess extraordinary qualifications for a position through former training and/or experience, the City Manager may authorize the employment at a higher step of the appropriate range.

- B. Step two may be paid upon satisfactory completion of six months service in step one or at the successful completion of the twelve months probationary period.
- C. Step three may be paid upon satisfactory completion of twelve months service in step two.
- D. Step four may be paid upon satisfactory completion of twelve months service in step three.
- E. Step five may be paid upon satisfactory completion of twelve months service in step four.
- F. Step six may be paid upon satisfactory completion of twelve months service in step five.

An increase in steps shall be upon completion of the periods of service outlined herein upon recommendation of the Fire Chief and with the approval of the City Manager. These time requirements may be waived by the City Manager for employees who show their value to the City to be worth a higher salary. Increases in steps shall be withheld in case of inferior work, lack of application, or indifferent attitude.

Any employee may be reduced to a lower step within the pay range, upon the recommendation of the Fire Chief, in cases where the quality and manner of performance of service do not justify the pay being received. Documentation of poor performance is required to justify any reduction in the pay scale.

24.5 Pay Adjustments for Supervisors

Employees promoted from Engineer to Captain shall receive a monthly salary increase of at least five percent (5%). The Captain pay scale will be a six-pay scale. This change shall be adjusted upon ratification of this contract.

24.6 Certificate Pay Incentives

When an employee earns the Fire Officer certificate or an A.A./A.S. Degree, they shall receive an additional five percent (5%) of monthly salary and an additional five percent (5%) of the monthly salary for possession of a Fire Inspector, a Chief Officer certificate or B.A./B.S. Degree. The maximum total certificate incentive pay an employee can earn shall be capped at 10% of the monthly salary.

24.7 Longevity Pay

Effective July 1, 2015, employees with 10 years of continuous full-time service with the City of Jackson shall be eligible for an additional 2 % salary. Employees with 15 years of continuous full-time service with the City of Jackson shall be eligible for an additional 2.0% salary (total 4% longevity pay). In order to remain eligible for longevity pay, the employee must not receive an overall performance evaluation of "Fails to Meet Standards." If a "Fails to Meet Standards" rating is received, all longevity pay for the employee will be suspended until the rating is improved above this level. A re-evaluation will take place three months later to provide an opportunity to improve the rating.

Article 25: Retirement Benefits

The City agrees to continue to participate in the Public Employees Retirement System (PERS) System at the current 2% at 50 program. Employees shall pay the full 9% employee share of the PERS contribution. All new employees effective 01/01/2013 shall receive the 2.7% at 57 program.

Employees are eligible to participate in the ICMA-RC deferred compensation 457plan.

The City will match dollar for dollar up to \$150 per month (increasing from \$100/month) for each employee opting to participate in this program.

Article 26: Employee Uniforms

26.1 New Employees

The City agrees to provide new employees upon hiring except a class A uniform with the following:

- 1 Class "A" uniform after passing probation. City purchased uniform will be returned to City upon separation.
- 2 Class B uniform
- 3 Badge of appropriate rank
- 4 Name badge with rank
- 1 Set of collar brass (bugles)
- 3 Department t-shirts
- 1 Department long sleeve shirt
- 1 Department hat
- 1 Department Job Shirt. City purchased uniform will be returned to City upon separation.
- 1 Rain Jacket. City purchased uniform will be returned to City upon separation.
- 2 Sets of structural PPE including: coat, jacket, shroud, helmet, gloves, and boots
- 1 Set of wildland PPE including: coat, jacket, helmet, gloves, web gear, fire shelter, gear bag, and boots.
- * All necessary safety equipment (SCBA, mask, ETC.)

** The above equipment, along with any other equipment issued by the City, will remain the property of the City. Upon separation of employment, the employee shall return any and all City property to the City. In the event the property is damaged or in any way unusable, it will be the sole responsibility of the employee to either replace or compensate the City for the property.

City will be responsible to maintain or replace equipment. On-going uniform needs are addressed in the following paragraph.

26.2 Uniform Maintenance

The City agrees to replace any item that is damaged during an incident or training.

The City will provide laundry services at no cost to the employee through Jackson Cleaners in the event of contamination.

26.3 Uniform Allowance

Each regular full-time employee shall receive compensation of \$1,200 annually for the purchase, maintenance and replacement of uniforms. Employees can also use the allowance to purchase department T-shirts and hats upon authorization of the Fire Chief. Uniforms are outlined in the department policy manual. Employees shall receive this compensation bi-annually (on the regular paychecks of January and July). At time of hire, new employees shall receive the upcoming \$600 uniform allowance to use.

Article 27: Management's Rights

- A. Except to the extent that the rights, powers, and authority of the City are specifically limited by the provisions of this Memorandum of Understanding, the City retains all rights, powers, and authority granted to it. Nothing herein shall be construed to restrict

any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy which include among others: The exclusive right to: determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment, direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies ; and exercise complete control and discretion over its organization and the technology of performing its work.

- B. This agreement is not intended to, nor may it be construed to, modify the provisions of the Municipal Code relating to Civil Service or personnel administration. The City shall continue to exercise authority over classification of jobs and procedures and standards of selection for employment and promotion.

Article 28: Past Practices

All past practices in effect on July 1, 2020, shall remain in place for the duration of this agreement. However, the parties may amend any past practice by mutual agreement.

Article 29: Education Reimbursement

The City agrees to reimburse each employee for education expenses up to a maximum of \$2,000.00 per calendar year. This is subject to successful completion of the educational course, and may be used for tuition, educational supplies, computer Internet courses, or other related items, and will be paid upon proof of successful completion. The education fund can be used for lodging, transportation or other incidental expenses related to the courses. With Fire Chief's authorization, the travel and incidental expenses can be paid to employees in advance of attending the courses. Courses eligible for reimbursement must be directly related to fire science, emergency medical services, fire inspection or investigation certificates or for general education courses required for an Associate Arts Degree, or other courses related to performance of firefighter duties at the discretion of the Fire Chief.

Article 30: Direct Deposit

The City agrees to provide Direct Deposit of employee's salaries within 60 days of the implementation of the MOU, to the financial institution of their choice. This will result in cost savings to the City.

Article 31: Department Policy & Procedure Manual

It is agreed that items covered in this M.O.U. will supersede anything in the Fire Department Policy Manual. It is further agreed that if any item becomes an issue, both Parties agree to meet and resolve any discrepancies.

Article 32: Term, Witness and Signature

Except as otherwise provided herein, the provisions of this Agreement shall become effective on July 1, 2021 and shall remain in effect through December 31, 2023.

Thereafter, the provisions of this Agreement shall remain in effect year by year unless either the City or the Association notifies the other not later than May 1, 2022, of its request to modify, amend, or terminate the Agreement.

CITY OF JACKSON

JACKSON FIREFIGHTER ASSOCIATION

By: _____
Robert Stimpson, Mayor

By: _____
Robert Greathouse, President

Yvonne Kimball, City Manager


Jesse DiGirolamo, Vice President

Thereafter, the provisions of this Agreement shall remain in effect year by year unless either the City or the Association notifies the other not later than May 1, 2022, of its request to modify, amend, or terminate the Agreement.

CITY OF JACKSON

JACKSON FIREFIGHTER ASSOCIATION

By: 
Robert Stimpson, Mayor

By:  10-13-21
Robert Greathouse, President


Yvonne Kimball, City Manager

 10-13-21
Jesse DiGirolamo, Vice President

9.30.2021

