



## **AGENDA - CITY COUNCIL**

Tuesday, July 22, 2025

6:30 PM

**1. CALL TO ORDER.**

**2. PLEDGE OF ALLEGIANCE.**

A. Invocation to be given by Sixth Ward Councilmember Will Forgrave

**3. ROLL CALL.**

**4. ADOPTION OF AGENDA.**

**5. PRESENTATIONS/PROCLAMATIONS.**

A. Presentation of the City of Jackson Racial Equity Audit results

**6. PUBLIC HEARINGS.**

**7. CITIZEN COMMENTS.**

(3-Minute Limit)

**8. CONSENT CALENDAR.**

Consent Action

A. Minutes of the June 10, 2025, regular meeting of the Jackson City Council

B. Water Relief Fund

*Direct the Treasurer's Office to remove the option of donating a tax return to the Parks and Recreation Department and replace it with the option to donate to a newly created Water Relief Fund*

C. Lansing Avenue Alley Vacation

*Authorize the signing of petition for property located 1111 Lansing Avenue, receive the petition, and refer to staff.*

- D. City of Jackson, Michigan Financial Statements for the Eleven Months Ended May 31, 2025

- E. Traffic Control Orders 2408-2412

*Approve Traffic Control Orders 2408 through 2412 to restore on-street parking on the north side of Washington Avenue from West Avenue to First Street.*

- F. Traffic Control Order 2414

*Approve Traffic Control Order 2414 to install "Autistic Child Area" signs on Burr Street between Columbus Street and Cooper Street.*

- G. Special Event Application: July Cruise-In and Concert

*Approve a request from the Jackson Downtown Development Authority to host the July Cruise-In and Concert on July 25, 2025, in downtown Jackson.*

- H. Special Event Application: Mitchell Tenpenny Concert

*Approve a request from the Michigan Theatre of Jackson to host the Mitchell Tenpenny Concert on August 10, 2025, in downtown Jackson.*

- I. Special Event Application: Jack-O-Lantern Paws Parade Fest 2nd Annual

*Approve a request from the Jack-Son Signature, LLC to host the Jack-O-Lantern Paws Parade Fest 2nd Annual on October 4, 2025, at Horace Blackman Park in downtown Jackson.*

- J. Special Event Application: Alzheimer's Association Walk to End Alzheimer's Jackson

*Approve a request from the Alzheimer's Disease & Related Disorders Association to host the Alzheimer's Association Walk to End Alzheimer's Jackson on October 11, 2025, in downtown Jackson.*

- K. Special Event Application: Central Michigan Team Hope Walk

*Approve a request from the Huntington's Disease Society of America Upper Great Lakes Region to host the Central Michigan Team Hope Walk on*



*October 11, 2025, in downtown Jackson.*

L. Special Event Application: Big Miles for Little Smiles

*Approve a request from the Big Brothers Big Sisters of Jackson County to host the Big Miles for Little Smiles on September 14, 2025, at Ella Sharp Park in Jackson.*

M. Special Event Application: 2nd Annual Flat Iron District Block Party

*Approve a request from The Welcome Home Organization to host the 2nd Annual Flat Iron District Block Party on August 9, 2025, in downtown Jackson.*

**9. NEW BUSINESS.**

A. Resolution honoring the life and service of Martin John Griffin

B. Adoption of the resolution for the First Amendment to the Health Care Savings Program Withdrawal and Asset Transfer Agreement between City of Jackson, Michigan and Municipal Employees' Retirement System of Michigan (Division #301289 – IAFF)

C. Contract award for the MLK Equality Trail Extension

*Approve the award of the contract for the MLK Equality Trail Extension on Mechanic Street from Detroit Street to Trail Street to Merlo Construction Company, Inc. of Milford, Michigan at a cost of \$298,052.00 and authorize the Mayor and City Clerk to execute the appropriate documents.*

D. Change Order 3 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement, West Division

*Approve Change Order 3 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement, West Division contract with Bailey Excavating, Inc. in the decreased amount of \$327,341.74 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.*

E. Change Order 3 to the Drinking Water State Revolving Fund (DWSRF)

Phase 1, East Division

*Approve Change Order 3 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement, East Division contract with Bailey Excavating, Inc. in the decreased amount of \$498,149.56 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.*

- F. Approval of the second and final renewal of the 2023 HMA Patching contract

*Approve the second and final renewal of the 2023 HMA Patching contract with Bailey Excavating, Inc. of Jackson, Michigan in the estimated amount of \$254,528.68 and authorize the Mayor and City Clerk to execute the appropriate documents in accordance with the Purchasing Agent.*

- G. As-needed tree trimming, tree removals, and stump grinding

*Award the bid for as-needed tree trimming, tree removals, and stump grinding to Johnny's Tree Service Inc. for \$217,330.00 in fiscal year 25/26 and \$217,330.00 in fiscal year 26/27 resulting in a two-year contract.*

- H. Personnel Policy Update Effective 6.1.2025

*Approval of the Personnel Policy Update Effective 6.1.2025*

- I. Approval of the purchase for 2,430 Sensus SmartPoint MXU Radio Reading Devices from ETNA Supply

*Approval of the purchase for 2,430 Sensus SmartPoint MXU Radio Reading Devices from ETNA Supply of Grand Rapids in the amount of \$398,520 and approval of the Resolution to amend the budget for Fiscal Year 2025/26 to fund the purchase.*

- J. Approve the sale of 110 W Michigan Ave to the Michigan Theatre of Jackson

*Approve the sale of 110 W Michigan Ave to the Michigan Theatre of Jackson for a price of \$160,000 and authorize the City Manager and City Attorney to sign all sale documents associated with the Property Transfer and to make minor modifications.*

- K. Approve the Collective Bargaining Agreement between the City of Jackson and Michigan Association of Public Employees (MAPE)

**10. CITY COUNCILMEMBER'S COMMENTS.**

**11. CITY MANAGER'S COMMENTS.**

**12. ADJOURNMENT.**

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**COPY TO:** Jackson City Council

**FROM:** John Willis, Chief Equity Officer

**DATE:** Tuesday, July 15, 2025

**RECOMMENDATION:** Receive the presentation of the City of Jackson's Racial Equity Audit – Phase I and review the initial findings and recommendations for consideration and future implementation.

### SUMMARY

In collaboration with CNA and the Racial Equity Commission, the City of Jackson undertook a comprehensive Racial Equity Audit to assess how city operations, policies, and procedures align with our equity goals. Phase I of this audit focused primarily on the Jackson Police Department (JPD), examining staffing, recruitment, policy application, and community relationships through a DEI lens.

On Tuesday, July 22, 2025, I will be joined by CNA researchers Tom Christoff and NhuNgoc Pham to present the Phase I findings and recommendations to the City Council. This presentation will provide a high-level overview of the audit's 29 key findings and corresponding recommendations related to workforce composition, hiring practices, internal accountability, and community engagement.

### BUDGETARY CONSIDERATIONS

No immediate budgetary impact is anticipated from the presentation itself. However, the forthcoming implementation of recommended strategies may require future financial investments in areas such as training, recruitment, policy revision, and community engagement. These items will be proposed and reviewed in upcoming budget planning cycles.

### HISTORY, BACKGROUND AND DISCUSSION

In response to Ordinances 2020-12, 2020-13, and 2020-14, the City issued a Request for Proposals in 2022 seeking an external consultant to conduct a racial equity audit of city departments. CNA was selected in 2024 to lead this effort, which was divided into two phases. Phase I focused on the Jackson Police Department and included:

- A citywide organizational equity and culture survey
- Community engagement through listening sessions and interviews
- A policy and administrative data review of JPD operations

CNA's findings highlight both commendable efforts and critical areas for improvement, particularly in recruitment, data collection, policy clarity, internal accountability systems, and relationships with community members.

## **DISCUSSION OF THE ISSUE**

Key findings from the audit include:

- Demographic Gaps: JPD staffing does not reflect the racial and gender makeup of the Jackson community.
- Hiring Process Inconsistencies: Policies lack clarity, and demographic data is inconsistently collected, limiting analysis and oversight.
- Training and Accountability Gaps: JPD lacks a strategic DEI training plan and standardized performance evaluations.
- Community Trust: There is significant community distrust in JPD, with residents expressing a desire for more positive and transparent engagement.

The accompanying recommendations provide actionable strategies that, if implemented, could significantly enhance the City's capacity to serve all residents equitably.

## **POSITIONS**

It is the position of the Department of Diversity, Equity, and Inclusion that this Phase I presentation be received by City Council of behalf of the Racial Equity Commission's task assigned by ordinance, with discussion and direction on next steps to follow. Our Office is committed to working with city leadership, department heads, and the community to ensure that the recommendations from this audit are evaluated, prioritized, and integrated into future planning and departmental practice.



## **CITY COUNCIL MEETING MINUTES**

June 10, 2025

### **CALL TO ORDER:**

The Jackson City Council met in regular session and was called to order at 6:32 p.m. by Mayor Daniel J. Mahoney.

### **PLEDGE OF ALLEGIANCE AND INVOCATION:**

Council joined in the Pledge of Allegiance. Invocation was given by Fifth Ward Councilmember Christy May Davis.

### **ROLL CALL:**

Present: Mayor Daniel Mahoney, First Ward Councilmember Arlene Robinson, Vice Mayor/Second Ward Councilmember Freddie Dancy, Third Ward Councilmember Angelita Gunn, Fourth Ward Councilmember Conner Wood, Fifth Ward Councilmember Christy Davis, and Sixth Ward Councilmember Will Forgrave.

Absent: none.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, Chief Equity Officer John Willis, Police Chief Chris Simpson, and Assistant City Engineer Jeff Crow.

### **ADOPTION OF AGENDA:**

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to adopt the agenda. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

**PRESENTATIONS/PROCLAMATIONS:**

**A. Renewable Energy Presentation by Consumers Energy**

Ryan Buchinger of Consumers Energy presented Consumers Energy Renewable Energy Program.

**PUBLIC HEARINGS:** none.

**CITIZEN COMMENTS:**

Citizen comments were heard and the meeting continued.

**CONSENT CALENDAR:**

**A. Minutes of the May 27, 2025, Regular Meeting of the Jackson City Council**

**B. City of Jackson, Michigan Financial Statements for the Ten Months Ended April 30, 2025**

**C. Special Event Application: Sparky's Fireworks Outlet Customer Appreciation Show**

*Approve a request from Sparky's Fireworks Outlet to host Sparky's Fireworks Outlet Customer Appreciation Show on June 21, 2025, at Jackson Speedway.*

**D. Special Event Application: Commercial Exchange Open-house**

*Approve a request from ComEx Holdings LLC to host the Commercial Exchange Open-house on June 27 and June 28, 2025, at the Commercial Exchange Building.*

**E. Appointment – Local Officers Compensation Commission**

*Approve the Mayor's recommendation to appoint David Hammontree to the Local Officers Compensation Commission for a seven-year term beginning immediately and ending on June 10, 2032.*

**F. Resolution to approve a Change to the Standard Lighting Contract with Consumers Energy**

*Approve a Resolution for a Change to the Standard Lighting Contract with Consumers Energy for the removal of a streetlight at the intersection of Lansing Avenue and Monroe Street and authorize the Mayor and City Clerk to execute the appropriate documents.*

**G. Special Even Application: Uptown Salon Grand Opening & Ribbon Cutting**  
*Approve a request from the Uptown Hairstyling Salon LLC to host the Uptown Salon Grand Opening & Ribbon Cutting on June 30, 2025, in downtown Jackson.*

Motion was made by Councilmember Forgrave, seconded by Councilmember Wood to approve the consent calendar. Councilmember Davis requested that Item E be removed for separate consideration. Vote was taken on the amended consent calendar. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Vice Mayor Dancy, seconded by Councilmember Forgrave to approve the Mayor's recommendation to appoint David Hammontree to the Local Officers Compensation Commission for a seven-year term beginning immediately and ending on June 10, 2032. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

**OTHER BUSINESS:**

**A. East Side Economic Development Update**

City Manager Jonathan Greene provided Council an update.

**B. Ordinance No. 519**

**Recommendation:** *Approve the second reading/final adoption of Ordinance No. 519 approving the compensation rates for administrative and supervisory employees*

Motion was made by Councilmember Gunn, seconded by Councilmember Davis to approve the second reading/final adoption of Ordinance No. 519 approving the compensation rates for administrative and supervisory employees. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

**C. Resolution - Water and Wastewater Rate**

**Recommendation:** *Approval of Option #1 for the fiscal years 2025/26 and 2026/27 Water and Wastewater Rate Resolution.*

Motion was made by Councilmember Forgrave, seconded by Vice Mayor Dancy to approve Option #1 for the fiscal years 2025/26 and 2026/27 Water and Wastewater Rate Resolution. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Wood, and Forgrave (4). Nays: Councilmembers Robinson, Gunn, and Davis (3). Motion carried.



## **NEW BUSINESS:**

### **A. Resolution - Fiscal Year 2024/25 Budget Amendment**

**Recommendation:** *Approval of the Resolution to amend the fiscal year 2024/25 General Fund, Ella W. Sharp Park Operating Fund, Building Inspection Fund, 2023 Water System Project Construction Fund, 2024 Water System Project Construction Fund, and Water Fund budgets*

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to approve the resolution to amend the fiscal year 2024/25 General Fund, Ella W. Sharp Park Operating Fund, Building Inspection Fund, 2023 Water System Project Construction Fund, 2024 Water System Project Construction Fund, and Water Fund budgets. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, and Forgrave (6). Nays: Councilmember Davis (1). Motion carried.

### **B. Downtown Development Authority Budget, Fiscal Year 2025 –2026**

**Recommendation:** *Approve the Jackson Downtown Development Authority budget for the fiscal year 2025-2026.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve the Jackson Downtown Development Authority budget for the fiscal year 2025-2026. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

### **C. Resolution - FY25/26 DDA District Millage**

**Recommendation:** *Approve a resolution authorizing the levy of a millage in the amount of 1.9996 mills on parcels in the DDA District for the fiscal year 2025-26*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Wood to approve a resolution authorizing the levy of a millage in the amount of 1.9996 mills on parcels in the DDA District for the fiscal year 2025-26. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

### **D. 2025-2026 Insurance Renewal**

**Recommendation:** *Approve the Renewal of the City of Jackson's Liability and Property Insurance through the Michigan Municipal League's Liability & Property Pool in the Amount of \$709,078.00, and Authorize the City Attorney and Finance Director to Take Any Actions Necessary to Effectuate the Policy.*

Motion was made by Councilmember Robinson, seconded by Councilmember Gunn to approve the renewal of the City of Jackson's Liability and Property Insurance through the Michigan Municipal League's Liability & Property Pool in the amount of \$709,078.00, and authorize the City Attorney and Finance Director to take any actions necessary to effectuate the policy. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

**E. Contract Award - FY 2025/26 Water and Wastewater Treatment chemicals.**

**Recommendation:** *Award Contracts for the Fiscal Year 2025/2026 purchase of Water and Wastewater Treatment chemicals.*

Motion was made by Vice Mayor Dancy, seconded by Councilmember Robinson to award contracts for the Fiscal Year 2025/2026 purchase of water and wastewater treatment chemicals. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

**CLOSED SESSION:**

**A. Conduct closed session pursuant to MCL 15.268(e) concerning Jackson County 4th Circuit Court Case No. 24-1054-NO**

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to conduct a closed session pursuant to MCL 15.268(e) concerning Jackson County 4th Circuit Court Case No. 24-1054-NO. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Wood, seconded by Councilmember Robinson to return from closed session. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Wood, seconded by Councilmember Gunn to approve the settlement in Meher v. City of Jackson, Jackson County 4<sup>th</sup> Circuit Court Case No. 24-1054-NO as recommended by the City Attorney and claims counsel. Vote – Yeas: Mayor Mahoney, Vice Mayor Dancy, Councilmembers Robinson, Gunn, Wood, Davis, and Forgrave (7). Nays: none. Motion carried.

**CITY COUNCILMEMBER'S COMMENTS:**

Mayor Mahoney, Vice Mayor Dancy, and Councilmembers Robinson, Gunn, Wood, and Davis offered comments. Councilmember Forgrave declined to offer comments.

**MANAGER'S COMMENTS:**

City Manager Jonathan Greene offered comments.

**ADJOURNMENT:**

No further business being offered, a motion to adjourn was made by Vice Mayor Dancy, seconded by Councilmember Forgrave. Mayor Mahoney adjourned the meeting at 8:57 p.m.



**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 22, 2025

**SUBJECT:** Water Relief Fund

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**Recommendation:**

Direct the Treasurer's Office to remove the option of donating a tax return to the Parks and Recreation Department and replace it with the option to donate to a newly created Water Relief Fund



## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:**

**DATE:** July 22, 2025

**RECOMMENDATION:**

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### ISSUE STATEMENT

Water rate increases will, in all likelihood, be necessary to continue to provide the water quality standards the City has established as well as address the infrastructure maintenance and improvements needed to support the system. Establishing a water relief fund supported by donations will provide the City with a method to support citizens struggling to cover rate increases.

### DESCRIBE THE CONSEQUENCES

Removing the option to donate to the Parks and Recreation Department and replacing it with a Water Relief Fund will allow the City to support citizens in need.

### OWNERSHIP

### SOLUTION

### FACILITATE IMPLEMENTATION

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**ATTACHMENTS**

None



**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 22, 2025

**SUBJECT:** Lansing Avenue Alley Vacation

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**Recommendation:**

Authorize the signing of petition for property located 1111 Lansing Avenue, receive the petition, and refer to staff.



## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:**

**DATE:** July 22, 2025

**RECOMMENDATION:**

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### ISSUE STATEMENT

What is the real problem you are trying to solve? What is the issue that needs to be addressed?

### DESCRIBE THE CONSEQUENCES

What are consequences if this problem persists? What is the impact on the team, city, and citizens?

### OWNERSHIP

How did you contribute to the problem? Or, how has the problem found it's way to you? Why are you or your department the one responsible for a solution. Use this section to demonstrate responsibility.

### SOLUTION

What solutions will you implement to solve the problem or issue both tactically and strategically? In other words, what's is the fix now, and what are you thinking about long term?

### FACILITATE IMPLEMENTATION

Restate the recommendation

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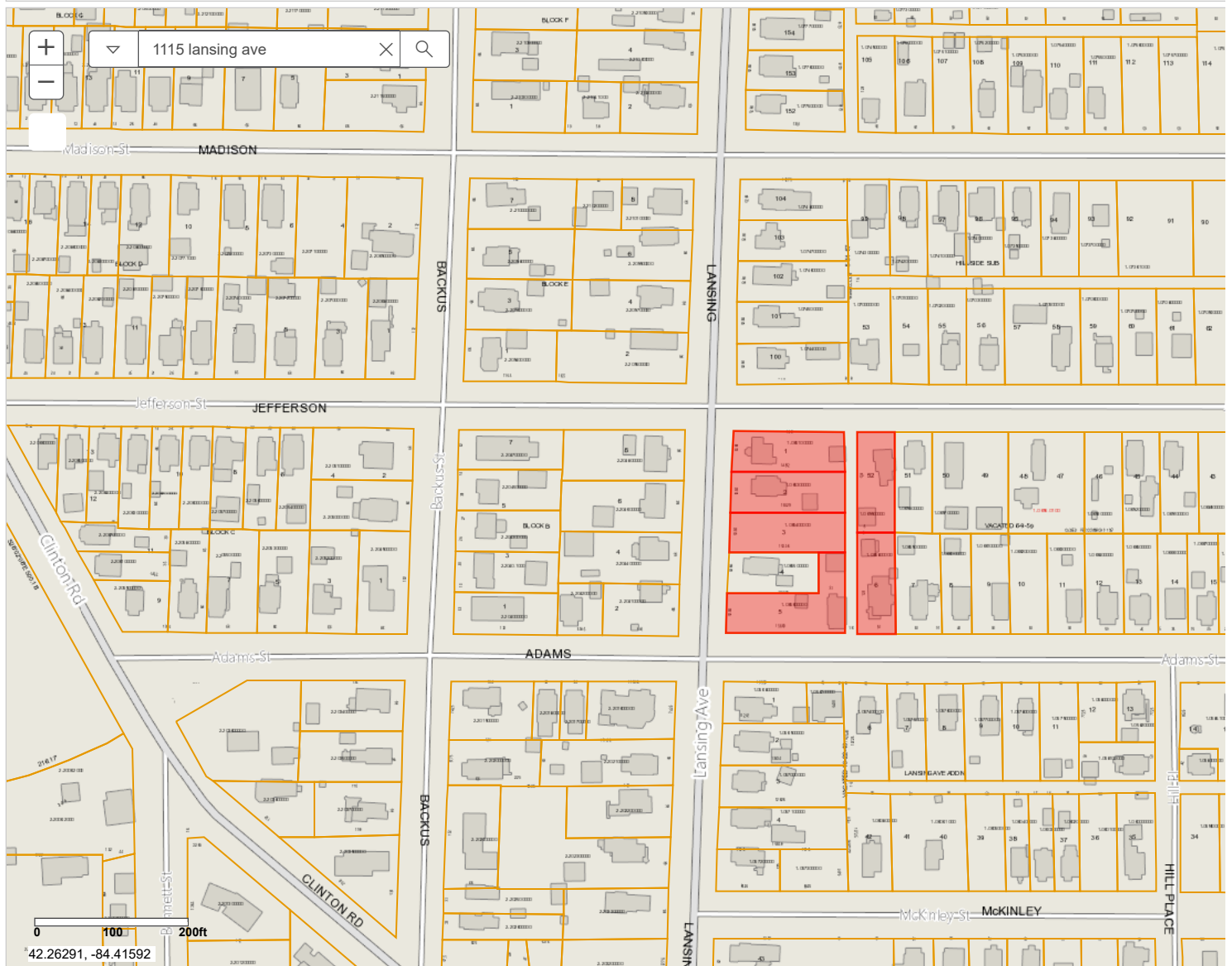
### ATTACHMENTS

1. ADAMS.JEFFERSON Alley Vacation
2. petitions



# JACKSON COUNTY, MI

## PARCEL VIEWER





To the Honorable Mayor  
and Members of the City Council  
City of Jackson, Michigan:

We the undersigned, being all of the persons owning property abutting on the street or alley, more particularly described as:

A 16-FOOT-WIDE ALLEY RUNNING NORTH AND SOUTH 264 FEET BETWEEN  
ADAMS ST AND JEFFERSON ST, LYING EAST OF LOTS 1, 2, 3, 4, 5 AND WEST OF  
LOTS 52 & 6 OF HILLSIDE SUB DIV, CITY OF JACKSON, COUNTY OF JACKSON,  
STATE OF MICHIGAN

do hereby respectfully petition your honorable body to close and vacate said street or alley. The said street or alley has been dedicated as a public street or alley.

With respect to any taxes or special assessments levied or assessed against any property included in said street or alley, we and each of us do hereby waive any and all questions, claims or controversies relative to such taxes or special assessments which have or may hereafter be levied or assessed upon any part of the lands embraced in said street or alley, and we hereby assume and agree to pay all such taxes or special assessments thereon, and we further hereby consent to the vacating of the aforesaid street or alley.

NOTE: All persons interested either jointly or individually by deed or contract in relation to any property abutting on the street or alley proposed to be vacated are required to sign and date the above petition:

| OWNER OF PROPERTY<br>& SIGNATURE/DATE                                         | DESCRIPTION OF PROPERTY                                                               | LINEAL FEET OF<br>FRONTAGE* |
|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-----------------------------|
| HOWARD MCELDFOWNEY<br>COLLEEN MCELDFOWNEY<br>436 ADAMS ST<br>JACKSON MI 49202 | LOT 6 HILLSIDE SUB DIV<br><br>PARCEL # 1-065800000<br>436 ADAMS ST, JACKSON, MI 49202 | 132.00 FT                   |
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\*Needed for street vacations only.

Petition Circulated By:

Name: Colleen McElldowney

Address: 436 Adams St

City, State, Zip: Jackson MI

Date: 5/16/25

Signature: Colleen McElldowney

Phone: 517-358-5298

PETITION FOR STREET/ALLEY CLOSING

RECEIVED  
CITY OF JACKSON  
JUN 06 2025  
CLERK'S OFFICE  
By \_\_\_\_\_

To the Honorable Mayor  
and Members of the City Council  
City of Jackson, Michigan:

We the undersigned, being all of the persons owning property abutting on the street or alley, more particularly described as:

A 16-FOOT-WIDE ALLEY RUNNING NORTH AND SOUTH 264 FEET BETWEEN  
ADAMS ST AND JEFFERSON ST, LYING EAST OF LOTS 1, 2, 3, 4, 5 AND WEST OF  
LOTS 52 & 6 OF HILLSIDE SUB DIV, CITY OF JACKSON, COUNTY OF JACKSON,  
STATE OF MICHIGAN

do hereby respectfully petition your honorable body to close and vacate said street or alley. The said street or alley has been dedicated as a public street or alley.

With respect to any taxes or special assessments levied or assessed against any property included in said street or alley, we and each of us do hereby waive any and all questions, claims or controversies relative to such taxes or special assessments which have or may hereafter be levied or assessed upon any part of the lands embraced in said street or alley, and we hereby assume and agree to pay all such taxes or special assessments thereon, and we further hereby consent to the vacating of the aforesaid street or alley.

NOTE: All persons interested either jointly or individually by deed or contract in relation to any property abutting on the street or alley proposed to be vacated are required to sign and date the above petition:

| OWNER OF PROPERTY<br>& SIGNATURE/DATE                  | DESCRIPTION OF PROPERTY                                                               | LINEAL FEET OF<br>FRONTAGE* |
|--------------------------------------------------------|---------------------------------------------------------------------------------------|-----------------------------|
| RICHARD J MAES<br>435 JEFFERSON ST<br>JACKSON MI 49202 | LOT 52 HILLSIDE SUB DIV<br>PARCEL # 1-06990000<br>441 JEFFERSON ST, JACKSON, MI 49202 | 132.00 FT                   |
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\*Needed for street vacations only.

Petition Circulated By:

Name: RICHARD J MAES

Address: 435 JEFFERSON ST

City, State, Zip: JACKSON MI 49202

Date: 5-7-2025

Signature: Rick Maes

Phone: 517-499-6380

Colleen McElownery

436 Adams.

JACKSON MI 49202

PETITION FOR STREET/ALLEY CLOSING

PETITION FOR STREET/ALLEY CLOSING

RECEIVED  
CITY OF JACKSON  
JUN 06 2025  
CLERK'S OFFICE

To the Honorable Mayor  
and Members of the City Council  
City of Jackson, Michigan:

By \_\_\_\_\_

We the undersigned, being all of the persons owning property abutting on the street or alley, more particularly described as:

A 16-FOOT-WIDE ALLEY RUNNING NORTH AND SOUTH 264 FEET BETWEEN  
ADAMS ST AND JEFFERSON ST, LYING EAST OF LOTS 1, 2, 3, 4 & 5 AND WEST OF  
LOTS 52 & 6 OF HILLSIDE SUB DIV, CITY OF JACKSON, COUNTY OF JACKSON,  
STATE OF MICHIGAN

do hereby respectfully petition your honorable body to close and vacate said street or alley. The said street or alley has been dedicated as a public street or alley.

With respect to any taxes or special assessments levied or assessed against any property included in said street or alley, we and each of us do hereby waive any and all questions, claims or controversies relative to such taxes or special assessments which have or may hereafter be levied or assessed upon any part of the lands embraced in said street or alley, and we hereby assume and agree to pay all such taxes or special assessments thereon, and we further hereby consent to the vacating of the aforesaid street or alley.

NOTE: All persons interested either jointly or individually by deed or contract in relation to any property abutting on the street or alley proposed to be vacated are required to sign and date the above petition:

| OWNER OF PROPERTY<br>& SIGNATURE/DATE                                        | DESCRIPTION OF PROPERTY                                                                   | LINEAL FEET OF<br>FRONTAGE* |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------|
| ERICA ST CLAIR<br>MELINDA S ST CLAIR<br>1117 LANSING AVE<br>JACKSON MI 49202 | LOT 1 HILLSIDE SUB DIV<br><br>PARCEL # 1-065100000<br>1117 LANSING AVE, JACKSON, MI 49202 | 52.80 FT                    |
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\*Needed for street vacations only.

Petition Circulated By:

Name: Erica St Clair / Melinda St Clair Date: 5-9-2025  
Address: 1117 Lansing Ave Signature Erica St Clair Melinda St Clair  
City, State, Zip: Jackson MI 49202 Phone: 517 392 2843  
Scott McElbowney

PETITION FOR STREET/ALLEY CLOSING

RECEIVED  
CITY OF JACKSON  
JUN 06 2025  
CLERK'S OFFICE  
By \_\_\_\_\_

To the Honorable Mayor  
and Members of the City Council  
City of Jackson, Michigan:

We the undersigned, being all of the persons owning property abutting on the street or alley, more particularly described as:

A 16-FOOT-WIDE ALLEY RUNNING NORTH AND SOUTH 264 FEET BETWEEN  
ADAMS ST AND JEFFERSON ST, LYING EAST OF LOTS 1, 2, 3, 4 & 5 AND WEST OF  
LOTS 52 & 6 OF HILLSIDE SUB DIV, CITY OF JACKSON, COUNTY OF JACKSON,  
STATE OF MICHIGAN

do hereby respectfully petition your honorable body to close and vacate said street or alley. The said street or alley has been dedicated as a public street or alley.

With respect to any taxes or special assessments levied or assessed against any property included in said street or alley, we and each of us do hereby waive any and all questions, claims or controversies relative to such taxes or special assessments which have or may hereafter be levied or assessed upon any part of the lands embraced in said street or alley, and we hereby assume and agree to pay all such taxes or special assessments thereon, and we further hereby consent to the vacating of the aforesaid street or alley.

NOTE: All persons interested either jointly or individually by deed or contract in relation to any property abutting on the street or alley proposed to be vacated are required to sign and date the above petition:

| OWNER OF PROPERTY<br>& SIGNATURE/DATE                      | DESCRIPTION OF PROPERTY                                                                | LINEAL FEET OF<br>FRONTAGE* |
|------------------------------------------------------------|----------------------------------------------------------------------------------------|-----------------------------|
| JANICE A MARTINSEN<br>1115 LANSING AVE<br>JACKSON MI 49202 | LOT 2 HILLSIDE SUB DIV<br>PARCEL # 1-065300000<br>1115 LANSING AVE , JACKSON, MI 49202 | 52.80 FT                    |
|                                                            |                                                                                        |                             |
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|                                                            |                                                                                        |                             |

\*Needed for street vacations only.

Petition Circulated By:

Name: JANICE MARTINSEN  
Address: 1115 LANSING AVE.  
City, State, Zip: JACKSON, MI 49202  
Scott McElwainey

Date: 5/16/25  
Signature: Janice Martensen  
Phone: 517-262-5348

PETITION FOR STREET/ALLEY CLOSING

RECEIVED  
CITY OF JACKSON  
JUN 06 2025  
CLERK'S OFFICE  
By \_\_\_\_\_

To the Honorable Mayor  
and Members of the City Council  
City of Jackson, Michigan:

We the undersigned, being all of the persons owning property abutting on the street or alley, more particularly described as:

A 16-FOOT-WIDE ALLEY RUNNING NORTH AND SOUTH 264 FEET BETWEEN  
ADAMS ST AND JEFFERSON ST, LYING EAST OF LOTS 1, 2, 3, 4 & 5 AND WEST OF  
LOTS 52 & 6 OF HILLSIDE SUB DIV, CITY OF JACKSON, COUNTY OF JACKSON,  
STATE OF MICHIGAN

do hereby respectfully petition your honorable body to close and vacate said street or alley. The said street or alley has been dedicated as a public street or alley.

With respect to any taxes or special assessments levied or assessed against any property included in said street or alley, we and each of us do hereby waive any and all questions, claims or controversies relative to such taxes or special assessments which have or may hereafter be levied or assessed upon any part of the lands embraced in said street or alley, and we hereby assume and agree to pay all such taxes or special assessments thereon, and we further hereby consent to the vacating of the aforesaid street or alley.

NOTE: All persons interested either jointly or individually by deed or contract in relation to any property abutting on the street or alley proposed to be vacated are required to sign and date the above petition:

| OWNER OF PROPERTY<br>& SIGNATURE/DATE                     | DESCRIPTION OF PROPERTY                                                               | LINEAL FEET OF<br>FRONTAGE* |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------|-----------------------------|
| CITY OF JACKSON<br>161 W MICHIGAN AVE<br>JACKSON MI 49201 | LOT 3 HILLSIDE SUB DIV<br>PARCEL # 1-065400000<br>1111 LANSING AVE, JACKSON, MI 49202 | 52.80 FT                    |
|                                                           |                                                                                       |                             |
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|                                                           |                                                                                       |                             |

\*Needed for street vacations only.

Petition Circulated By:

Name: Colleen McElldowny Date: \_\_\_\_\_  
Address: 436 Adams Signature \_\_\_\_\_  
City, State, Zip: Jackson MI 49201 Phone: \_\_\_\_\_



PETITION FOR STREET/ALLEY CLOSING

RECEIVED  
CITY OF JACKSON  
JUN 06 2025  
CLERK'S OFFICE  
By \_\_\_\_\_

To the Honorable Mayor  
and Members of the City Council  
City of Jackson, Michigan:

We the undersigned, being all of the persons owning property abutting on the street or alley, more particularly described as:

A 16-FOOT-WIDE ALLEY RUNNING NORTH AND SOUTH 264 FEET BETWEEN  
ADAMS ST AND JEFFERSON ST, LYING EAST OF LOTS 1, 2, 3, 4 & 5 AND WEST OF  
LOTS 52 & 6 OF HILLSIDE SUB DIV, CITY OF JACKSON, COUNTY OF JACKSON,  
STATE OF MICHIGAN

do hereby respectfully petition your honorable body to close and vacate said street or alley. The said street or alley has been dedicated as a public street or alley.

With respect to any taxes or special assessments levied or assessed against any property included in said street or alley, we and each of us do hereby waive any and all questions, claims or controversies relative to such taxes or special assessments which have or may hereafter be levied or assessed upon any part of the lands embraced in said street or alley, and we hereby assume and agree to pay all such taxes or special assessments thereon, and we further hereby consent to the vacating of the aforesaid street or alley.

NOTE: All persons interested either jointly or individually by deed or contract in relation to any property abutting on the street or alley proposed to be vacated are required to sign and date the above petition:

| OWNER OF PROPERTY<br>& SIGNATURE/DATE             | DESCRIPTION OF PROPERTY                                                                                          | LINEAL FEET OF<br>FRONTAGE* |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------|-----------------------------|
| NEAL A JOITKE<br>440 ADAMS ST<br>JACKSON MI 49202 | E 2 RDS OF LOT 4 AND ALL OF LOT 5<br>HILLSIDE SUB DIV<br>PARCEL # 1-065600000<br>440 ADAMS ST, JACKSON, MI 49202 | 105.60 FT                   |
|                                                   |                                                                                                                  |                             |
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|                                                   |                                                                                                                  |                             |

\*Needed for street vacations only.

Petition Circulated By:

Name: Neal Joitke Date: 14 Aug. 1 2024  
Address: 440 Adams St Signature: Neal Joitke  
City, State, Zip: Jackson MI 49202 Phone: 517-917-3249  
Colleen McElowney  
436 Adams St.  
Jackson MI 49202

# Financial Statements

As of and for the Eleven Months Ended May 31, 2025  
(Unaudited and Prepared on the Adopted Budget-Basis)

## EXPENDITURE SUMMARY

5/31/2025

|                                                | ORIGINAL<br>BUDGET | AMENDED<br>BUDGET | ACTUAL MONTH-<br>TO-DATE | ACTUAL YEAR-<br>TO-DATE |                     |                                       |
|------------------------------------------------|--------------------|-------------------|--------------------------|-------------------------|---------------------|---------------------------------------|
|                                                | FY2025             | FY2025            | May 2025                 | FY2025                  | Percent<br>Expended | Variance - Favorable<br>(Unfavorable) |
| <b>FUND TYPE/FUND NAME</b>                     |                    |                   |                          |                         |                     |                                       |
| General Fund                                   |                    |                   |                          |                         |                     |                                       |
| 101 - GENERAL                                  |                    |                   |                          |                         |                     |                                       |
| 101-000 - CITY COUNCIL                         | 121,212            | 123,772           | \$17,096                 | \$104,515               | 84.44%              | \$19,257                              |
| 103-000 - CHARTER<br>REVIEW COMMITTEE          | 2,500              | 2,500             | –                        | –                       | 0.00%               | \$2,500                               |
| 172-000 - CITY MANAGER                         | 547,902            | 616,720           | \$57,408                 | \$556,208               | 90.19%              | \$60,512                              |
| 191-000 - FINANCE                              | 692,384            | 723,844           | \$64,087                 | \$649,449               | 89.72%              | \$74,395                              |
| 215-000 - CITY CLERK                           | 418,878            | 389,878           | \$43,502                 | \$332,764               | 85.35%              | \$57,114                              |
| 228-000 - MANAGEMENT<br>INFORMATION SERVICES   | 462,336            | 552,850           | \$36,175                 | \$444,652               | 80.43%              | \$108,198                             |
| 233-000 - PURCHASING                           | 126,943            | 285,459           | \$2,659                  | \$143,600               | 50.30%              | \$141,859                             |
| 253-000 - CITY<br>TREASURER                    | 458,257            | 444,952           | \$64,879                 | \$355,497               | 79.90%              | \$89,455                              |
| 254-000 - CITY INCOME<br>TAX ADMINISTRATION    | 269,322            | 245,522           | \$20,348                 | \$204,734               | 83.39%              | \$40,788                              |
| 257-000 - CITY ASSESSOR                        | 536,951            | 562,560           | \$55,561                 | \$498,274               | 88.57%              | \$64,286                              |
| 262-000 - CITY CLERK-<br>ELECTIONS             | 204,033            | 189,033           | \$9,336                  | \$157,206               | 83.16%              | \$31,827                              |
| 265-000 - CITY HALL AND<br>GROUNDS             | 823,267            | 786,407           | \$38,172                 | \$508,398               | 64.65%              | \$278,009                             |
| 266-000 - CITY ATTORNEY                        | 870,007            | 887,566           | \$112,256                | \$783,129               | 88.23%              | \$104,437                             |
| 270-000 - PERSONNEL &<br>LABOR RELATIONS       | 637,912            | 548,762           | \$51,645                 | \$372,178               | 67.82%              | \$176,584                             |
| 278-000 - UNALLOCATED                          | 835,290            | 870,978           | \$57,168                 | \$728,824               | 83.68%              | \$142,154                             |
| 299-000 -<br>ADMINISTRATIVE<br>HEARINGS BUREAU | 218,549            | 352,273           | \$12,421                 | \$211,675               | 60.09%              | \$140,598                             |
| 301-000 - POLICE                               | 12,347,317         | 12,113,639        | \$1,203,054              | \$10,334,455            | 85.31%              | \$1,779,184                           |
| 311-224 - OSHP GRANT                           | 13,114             | 13,114            | –                        | \$11,204                | 85.43%              | \$1,910                               |
| 311-225 - OSHP GRANT                           | –                  | 20,076            | \$4,824                  | \$10,815                | 53.87%              | \$9,261                               |
| 320-000 - CONSORTIUM<br>TRAINING               | 36,000             | 53,935            | \$538                    | \$38,961                | 72.24%              | \$14,974                              |
| 321-000 - IN SERVICE<br>TRAINING               | 16,000             | 18,000            | –                        | \$5,313                 | 29.51%              | \$12,687                              |
| 322-000 - MCOLES<br>TRAINING                   | –                  | 22,500            | \$1,395                  | \$3,945                 | 17.53%              | \$18,555                              |
| 340-000 - FIRE<br>SUPPRESSION                  | 6,487,641          | 6,474,076         | \$737,140                | \$5,801,926             | 89.62%              | \$672,150                             |
| 350-000 - PUBLIC SAFETY-<br>UNALLOCATED        | 1,937,698          | 1,962,305         | \$162,945                | \$1,792,786             | 91.36%              | \$169,519                             |
| 442-000 - FORESTRY                             | 873,773            | 1,081,572         | \$41,224                 | \$576,142               | 53.27%              | \$505,430                             |

|                                                     | ORIGINAL<br>BUDGET | AMENDED<br>BUDGET | ACTUAL MONTH-<br>TO-DATE | ACTUAL YEAR-<br>TO-DATE |                     |                                       |
|-----------------------------------------------------|--------------------|-------------------|--------------------------|-------------------------|---------------------|---------------------------------------|
|                                                     | FY2025             | FY2025            | May 2025                 | FY2025                  | Percent<br>Expended | Variance - Favorable<br>(Unfavorable) |
| 444-000 - SIDEWALK<br>CONSTRUCTION                  | 152,254            | 152,254           | \$3,756                  | \$33,809                | 22.21%              | \$118,445                             |
| 445-000 - DRAINS AT<br>LARGE                        | 109,921            | 116,845           | \$31                     | \$37,340                | 31.96%              | \$79,505                              |
| 450-000 - STREET<br>LIGHTING                        | 630,230            | 735,973           | \$53,502                 | \$634,403               | 86.20%              | \$101,570                             |
| 455-000 - WEED<br>CONTROL                           | 106,644            | 112,496           | \$842                    | \$65,171                | 57.93%              | \$47,325                              |
| 465-000 - GROUNDS<br>MAINTENANCE                    | 505,346            | 462,229           | \$8,518                  | \$367,987               | 79.61%              | \$94,242                              |
| 567-000 - CEMETERIES                                | 533,853            | 595,312           | \$44,543                 | \$303,000               | 50.90%              | \$292,312                             |
| 571-000 - TAX PROPERTY<br>MAINTENANCE               | 229,478            | 169,251           | \$32                     | \$81,435                | 48.11%              | \$87,816                              |
| 572-000 - CIVIC AFFAIRS                             | 142,987            | 190,463           | \$66,798                 | \$121,853               | 63.98%              | \$68,610                              |
| 701-000 - PLANNING                                  | 272,477            | 244,044           | \$23,307                 | \$201,261               | 82.47%              | \$42,783                              |
| 728-000 - ECONOMIC<br>DEVELOPMENT                   | 140,500            | 385,000           | \$13,151                 | \$285,495               | 74.15%              | \$99,505                              |
| 752-000 - PARKS,<br>RECREATION &<br>GROUNDS ADMIN.  | 347,158            | 360,441           | (\$11,922)               | \$320,694               | 88.97%              | \$39,747                              |
| 758-000 - LT. NIXON<br>MEMORIAL POOL                | 116,975            | 272,774           | \$3,112                  | \$182,229               | 66.81%              | \$90,545                              |
| 771-000 - PARKS &<br>FACILITIES<br>MAINTENANCE      | 1,169,290          | 1,370,637         | \$83,680                 | \$980,598               | 71.54%              | \$390,039                             |
| 776-000 - CITY CENTER                               | –                  | 65,835            | \$1,617                  | \$10,034                | 15.24%              | \$55,801                              |
| 803-000 - HISTORICAL<br>DISTRICT                    | 14,574             | 8,591             | \$1,515                  | \$6,955                 | 80.96%              | \$1,636                               |
| 806-000 - DIVERSITY,<br>EQUITY & INCLUSION          | 409,181            | 635,019           | \$42,512                 | \$399,759               | 62.95%              | \$235,260                             |
| 965-000 -<br>CONTRIBUTIONS TO<br>OTHER FUNDS        | 590,199            | 1,173,454         | \$88,473                 | \$107,679               | 9.18%               | \$1,065,775                           |
| <b>101 - GENERAL TOTAL</b>                          | <b>34,408,353</b>  | <b>36,392,911</b> | <b>\$3,217,301</b>       | <b>\$28,766,352</b>     | <b>79.04%</b>       | <b>\$7,626,559</b>                    |
| 102 - BUDGET<br>STABILIZATION                       | 30,000             | 72,000            | –                        | –                       | 0.00%               | \$72,000                              |
| <b>GENERAL FUND TOTAL</b>                           | <b>34,438,353</b>  | <b>36,464,911</b> | <b>\$3,217,301</b>       | <b>\$28,766,352</b>     | <b>78.89%</b>       | <b>\$7,698,559</b>                    |
| Permanent Fund                                      |                    |                   |                          |                         |                     |                                       |
| 151 - CEMETERY<br>PERPETUAL<br>MAINTENANCE          | 25,000             | 25,000            | –                        | –                       | 0.00%               | \$25,000                              |
| 155 - ELLA W. SHARP<br>ENDOWMENT FUND               | 20,550             | 33,500            | –                        | –                       | 0.00%               | \$33,500                              |
| 160 - LLOYD E. MOUNT<br>ENDOWMENT                   | 5,100              | 5,100             | –                        | –                       | 0.00%               | \$5,100                               |
| <b>PERMANENT FUND TOTAL</b>                         | <b>50,650</b>      | <b>63,600</b>     | <b>–</b>                 | <b>–</b>                | <b>0.00%</b>        | <b>\$63,600</b>                       |
| Special Revenue Fund                                |                    |                   |                          |                         |                     |                                       |
| 202 - MAJOR STREET                                  | 14,911,260         | 12,280,455        | \$1,200,548              | \$5,255,916             | 42.80%              | \$7,024,539                           |
| 203 - LOCAL STREET                                  | 2,056,470          | 1,992,112         | \$133,495                | \$1,670,571             | 83.86%              | \$321,541                             |
| 208 - ELLA W. SHARP PARK<br>OPERATING               | 1,051,718          | 1,226,336         | \$144,737                | \$994,618               | 81.10%              | \$231,718                             |
| 213 - OPIOID SETTLEMENT<br>FUND                     | 62,739             | –                 | –                        | –                       | –                   | \$0                                   |
| 218 - AFFORDABLE<br>HOUSING FUND                    | 1,658,800          | 1,266,196         | \$4,274                  | \$679,317               | 53.65%              | \$586,879                             |
| 234 - HCDF MICH GRANT                               | 0                  | 21,000            | –                        | \$6,341                 | 30.20%              | \$14,659                              |
| 245 - PUBLIC<br>IMPROVEMENT                         | 1,335,840          | 1,530,960         | \$265,544                | \$436,046               | 28.48%              | \$1,094,914                           |
| 246 - CORTLAND ST<br>REDEVELOPMENT<br>PROJECTS FUND | 1,621,212          | 2,395,240         | \$58,690                 | \$1,915,423             | 79.97%              | \$479,817                             |
| 249 - BUILDING<br>DEPARTMENT                        | 623,988            | 620,370           | \$76,497                 | \$540,461               | 87.12%              | \$79,909                              |
| 251 - HOUSING CODE<br>ENFORCEMENT                   | 1,500,661          | 1,394,854         | \$86,711                 | \$913,958               | 65.52%              | \$480,896                             |
| 252 - BUILDING<br>DEMOLITIONS                       | 393,000            | 513,085           | \$11,752                 | \$111,634               | 21.76%              | \$401,451                             |
| 265 - DRUG LAW<br>ENFORCEMENT                       | 35,432             | 35,051            | \$1,374                  | \$20,698                | 59.05%              | \$14,353                              |
| 272 - SAFER GRANT                                   | 301,801            | 351,748           | (\$5,583)                | \$351,748               | 100.00%             | \$0                                   |



|                                                      | ORIGINAL<br>BUDGET | AMENDED<br>BUDGET | ACTUAL MONTH-<br>TO-DATE | ACTUAL YEAR-<br>TO-DATE |                     |                                       |
|------------------------------------------------------|--------------------|-------------------|--------------------------|-------------------------|---------------------|---------------------------------------|
|                                                      | FY2025             | FY2025            | May 2025                 | FY2025                  | Percent<br>Expended | Variance - Favorable<br>(Unfavorable) |
| 273 - PROJECT SAFE<br>NEIGHBORHOOD                   | 143,028            | 100,199           | \$11,464                 | \$62,131                | 62.01%              | \$38,068                              |
| 275 - BYRNE/JAG<br>PROGRAMS                          | 0                  | 70,794            | \$1,090                  | \$34,751                | 49.09%              | \$36,043                              |
| 279 - AMERICAN RESCUE<br>PLAN ACT                    | 75,000             | 5,000             | –                        | –                       | 0.00%               | \$5,000                               |
| 280 - HOUSING STABILITY                              | 0                  | 655,000           | –                        | \$250,683               | 38.27%              | \$404,317                             |
| 285 - EPA BROWNFIELD<br>ASSESSMENT GRANT             | 100,000            | 223,218           | –                        | \$152,090               | 68.14%              | \$71,128                              |
| 296 - RECREATION<br>ACTIVITY                         | 268,824            | 602,064           | \$54,820                 | \$448,308               | 74.46%              | \$153,756                             |
| 297 - RECREATION<br>MILLAGE                          | 911,550            | 836,785           | \$90,353                 | \$659,744               | 78.84%              | \$177,041                             |
| <b>SPECIAL REVENUE FUND<br/>TOTAL</b>                | <b>27,051,323</b>  | <b>26,120,467</b> | <b>\$2,135,764</b>       | <b>\$14,504,437</b>     | <b>55.53%</b>       | <b>\$11,616,030</b>                   |
| Debt Service Fund                                    |                    |                   |                          |                         |                     |                                       |
| 308 - 2020 CAPITAL IMP.<br>BONDS DEBT SERV. FUND     | 223,792            | 223,792           | \$210,896                | \$223,791               | 100.00%             | \$1                                   |
| 352 - 2017 MTF BONDS D/S<br>FUND                     | 761,885            | 761,885           | \$703,443                | \$761,885               | 100.00%             | \$0                                   |
| 353 - 2024 MTF BONDS D/S<br>FUND                     | 0                  | 470,834           | \$391,250                | \$470,833               | 100.00%             | \$1                                   |
| 367 - 2021 CITY HALL<br>REFUNDING DEBT SERV<br>FUND  | 763,691            | 763,691           | –                        | \$763,691               | 100.00%             | \$0                                   |
| 385 - 2016 CAPITAL IMP<br>BOND DEBT SERVICE<br>FUND  | 145,743            | 145,743           | –                        | \$145,743               | 100.00%             | \$0                                   |
| 386 - 2018 CAPITAL IMP<br>BOND DEBT SERVICE<br>FUND  | 1,400,250          | 1,400,250         | \$1,150,500              | \$1,400,250             | 100.00%             | \$0                                   |
| 389 - 2017 BRA TIF<br>REFUNDING DEBT<br>SERVICE FUND | 1,764,600          | 1,764,600         | \$1,662,300              | \$1,764,600             | 100.00%             | \$0                                   |
| 391 - 2021 BRA TIF<br>REFUNDING DEBT<br>SERVICE FUND | 38,593             | 38,593            | \$19,296                 | \$38,592                | 100.00%             | \$1                                   |
| 394 - 2001 DDA TIF DEBT<br>SERVICE                   | 3,032,403          | 3,032,403         | \$3,031,577              | \$3,031,577             | 99.97%              | \$826                                 |
| 395 - 2019 DDA TIF<br>REFUNDING DEBT<br>SERVICE      | 207,157            | 207,157           | \$123,579                | \$207,157               | 100.00%             | \$0                                   |
| <b>DEBT SERVICE FUND<br/>TOTAL</b>                   | <b>8,338,114</b>   | <b>8,808,948</b>  | <b>\$7,292,840</b>       | <b>\$8,808,120</b>      | <b>99.99%</b>       | <b>\$828</b>                          |
| Capital Projects Fund                                |                    |                   |                          |                         |                     |                                       |
| 401 - CAPITAL PROJECTS                               | 330,000            | 700,000           | –                        | \$109,609               | 15.66%              | \$590,391                             |
| 402 - WATER EQUIPMENT &<br>REPLACEMENT               | 28,677,405         | 9,758,267         | \$542,248                | \$3,988,123             | 40.87%              | \$5,770,144                           |
| 403 - LEAD SERVICE LINE<br>REPLACEMENT               | 1,696,998          | 1,556,570         | \$28,914                 | \$648,715               | 41.68%              | \$907,855                             |
| 404 - DPS SANITARY<br>SEWER MAINTENANCE              | 673,281            | 608,528           | \$42,418                 | \$467,674               | 76.85%              | \$140,854                             |
| 405 - SANITARY SEWER<br>REPLACEMENT                  | 6,214,142          | 4,313,268         | \$35,447                 | \$2,092,194             | 48.51%              | \$2,221,074                           |
| 406 - WASTEWATER<br>EQUIPMENT<br>REPLACEMENT         | 13,304,666         | 3,832,083         | \$441,474                | \$3,090,588             | 80.65%              | \$741,495                             |
| 407 - 2022 SEWER SYSTEM<br>PROJECT CONSTRUCTION      | 2,492,187          | 4,788,856         | \$175,687                | \$3,605,747             | 75.29%              | \$1,183,109                           |
| 409 - 2022 WATER SYSTEM<br>PROJECT CONSTRUCTION      | 9,710,899          | 5,708,094         | \$64,905                 | \$4,180,066             | 73.23%              | \$1,528,028                           |
| 410 - 2024 WATER SYSTEM<br>PROJECT CONSTRUCTION      | –                  | 3,076,009         | \$542,818                | \$1,501,756             | 48.82%              | \$1,574,253                           |
| 426 - 2024 MICHIGAN<br>TRANSPORT BONDS<br>CONST FUND | 1,541,772          | 1,108,368         | –                        | –                       | 0.00%               | \$1,108,368                           |
| 488 - MLK CORRIDOR IMP.<br>AUTHORITY FUND            | 3,832,100          | 2,374,928         | \$18,575                 | \$728,491               | 30.67%              | \$1,646,437                           |
| 489 - BROWNFIELD<br>REDEVELOPMENT                    | 2,312,552          | 2,865,154         | \$1,683,106              | \$2,457,066             | 85.76%              | \$408,089                             |
| 494 - DDA PROJECT                                    | 3,239,560          | 3,239,560         | \$3,155,156              | \$3,238,734             | 99.97%              | \$826                                 |
| <b>CAPITAL PROJECTS FUND<br/>TOTAL</b>               | <b>74,025,562</b>  | <b>43,929,685</b> | <b>\$6,730,748</b>       | <b>\$26,108,762</b>     | <b>59.43%</b>       | <b>\$17,820,923</b>                   |
| Special Assessment Funds                             |                    |                   |                          |                         |                     |                                       |

|                                                      | ORIGINAL<br>BUDGET | AMENDED<br>BUDGET  | ACTUAL MONTH-<br>TO-DATE | ACTUAL YEAR-<br>TO-DATE |                     |                                       |
|------------------------------------------------------|--------------------|--------------------|--------------------------|-------------------------|---------------------|---------------------------------------|
|                                                      | FY2025             | FY2025             | May 2025                 | FY2025                  | Percent<br>Expended | Variance - Favorable<br>(Unfavorable) |
| 852 - 2020 SPEC.<br>ASSESSMENT BONDS<br>DEBT SERVICE | 162,008            | 162,008            | –                        | \$162,008               | 100.00%             | \$1                                   |
| 895 - SPECIAL<br>ASSESSMENT                          | 2,309,081          | 490,783            | \$184,582                | \$346,590               | 70.62%              | \$144,193                             |
| <b>SPECIAL ASSESSMENT<br/>FUNDS TOTAL</b>            | <b>2,471,089</b>   | <b>652,791</b>     | <b>\$184,582</b>         | <b>\$508,597</b>        | <b>77.91%</b>       | <b>\$144,194</b>                      |
| Enterprise Fund                                      |                    |                    |                          |                         |                     |                                       |
| 514 - AUTO PARKING<br>SYSTEM                         | 282,147            | 277,911            | \$83,871                 | \$106,384               | 38.28%              | \$171,527                             |
| 518 - PARKING<br>ASSESSMENT                          | 387,051            | 398,509            | \$19,687                 | \$244,827               | 61.44%              | \$153,682                             |
| 519 - COOPER/FRANCIS<br>PARKING DECKS                | 282,906            | 293,377            | \$201                    | \$56,705                | 19.33%              | \$236,672                             |
| 590 - SEWER                                          | 26,884,143         | 15,625,919         | (\$865,774)              | \$12,050,554            | 77.12%              | \$3,575,365                           |
| 591 - WATER                                          | 47,408,410         | 28,485,640         | (\$330,247)              | \$21,947,619            | 77.05%              | \$6,538,021                           |
| <b>ENTERPRISE FUND TOTAL</b>                         | <b>75,244,657</b>  | <b>45,081,356</b>  | <b>(\$1,092,261)</b>     | <b>\$34,406,090</b>     | <b>76.32%</b>       | <b>\$10,675,266</b>                   |
| Internal Service Fund                                |                    |                    |                          |                         |                     |                                       |
| 641 - PUBLIC WORKS<br>ADMINISTRATION                 | 522,909            | 746,968            | \$53,376                 | \$461,643               | 61.80%              | \$285,325                             |
| 642 - ENGINEERING<br>ADMINISTRATION                  | 412,933            | 399,691            | \$19,375                 | \$321,250               | 80.37%              | \$78,441                              |
| 643 - LOCAL SITE<br>REMEDATION REVOLVING             | 200,000            | 200,000            | –                        | \$200,000               | 100.00%             | \$0                                   |
| 661 - MOTOR POOL &<br>GARAGE                         | 1,808,820          | 2,600,998          | \$149,021                | \$1,889,034             | 72.63%              | \$711,964                             |
| 676 - WORKERS<br>COMPENSATION                        | 255,075            | 229,832            | \$3,590                  | \$197,456               | 85.91%              | \$32,376                              |
| 677 - SELF-INSURED<br>HEALTHCARE                     | 6,481,950          | 6,538,641          | \$620,789                | \$6,057,658             | 92.64%              | \$480,983                             |
| <b>INTERNAL SERVICE FUND<br/>TOTAL</b>               | <b>9,681,687</b>   | <b>10,716,130</b>  | <b>\$846,152</b>         | <b>\$9,127,041</b>      | <b>85.17%</b>       | <b>\$1,589,089</b>                    |
| Custodial Fund                                       |                    |                    |                          |                         |                     |                                       |
| 703 - COUNTY & SCHOOL<br>TAX                         | 28,860,000         | 32,150,000         | –                        | –                       | 0.00%               | \$32,150,000                          |
| <b>CUSTODIAL FUND TOTAL</b>                          | <b>28,860,000</b>  | <b>32,150,000</b>  | <b>–</b>                 | <b>–</b>                | <b>0.00%</b>        | <b>\$32,150,000</b>                   |
| Pension Trust Fund                                   |                    |                    |                          |                         |                     |                                       |
| 731 - EMPLOYEES<br>RETIREMENT SYSTEM                 | 4,225,000          | 4,400,000          | –                        | \$3,872,363             | 88.01%              | \$527,637                             |
| 732 - POLICE & FIRE<br>PENSION                       | 415,000            | 420,000            | \$33,002                 | \$385,730               | 91.84%              | \$34,270                              |
| 734 - POLICE & FIRE ACT<br>345                       | 6,240,000          | 5,710,000          | \$507,348                | \$5,653,785             | 99.02%              | \$56,215                              |
| 736 - PUBLIC EMPLOYEE<br>HEALTH CARE                 | 30,000             | 32,000             | –                        | \$8,882                 | 27.76%              | \$23,118                              |
| <b>PENSION TRUST FUND<br/>TOTAL</b>                  | <b>10,910,000</b>  | <b>10,562,000</b>  | <b>\$540,351</b>         | <b>\$9,920,760</b>      | <b>93.93%</b>       | <b>\$641,240</b>                      |
| <b>FUND TYPE/FUND NAME<br/>TOTAL</b>                 | <b>271,071,435</b> | <b>214,549,888</b> | <b>\$19,855,476</b>      | <b>\$132,150,159</b>    | <b>61.59%</b>       | <b>\$82,399,729</b>                   |

# REVENUE SUMMARY

5/31/2025

|                                                     | ORIGINAL<br>BUDGET | AMENDED<br>BUDGET | ACTUAL MONTH-TO-<br>DATE | ACTUAL YEAR-TO-<br>DATE |                      |
|-----------------------------------------------------|--------------------|-------------------|--------------------------|-------------------------|----------------------|
|                                                     | FY2025             | FY2025            | May 2025                 | FY2025                  | Percent<br>Collected |
| <b>FUND TYPE/FUND NAME</b>                          |                    |                   |                          |                         |                      |
| General Fund                                        |                    |                   |                          |                         |                      |
| PROPERTY TAXES                                      | 11,585,297         | 11,479,501        | \$59,455                 | \$11,601,802            | 101.07%              |
| INCOME TAXES                                        | 10,900,000         | 11,000,000        | \$200,607                | \$9,735,274             | 88.50%               |
| STATE REVENUE SHARING                               | 5,787,831          | 5,787,073         | \$7,779                  | \$3,965,618             | 68.53%               |
| LICENSES AND PERMITS                                | 352,015            | 298,510           | \$67,224                 | \$174,548               | 58.47%               |
| FEDERAL GRANTS                                      | 293,407            | 1,926,868         | –                        | \$1,860,574             | 96.56%               |
| STATE GRANTS                                        | 136,000            | 209,000           | \$93,723                 | \$203,808               | 97.52%               |
| CONTRIBUTIONS FROM LOCAL<br>UNITS                   | 12,500             | 12,000            | –                        | \$6,322                 | 52.69%               |
| CHARGES FOR GOODS AND<br>SERVICES                   | 1,423,349          | 1,570,536         | \$111,924                | \$1,008,257             | 64.20%               |
| FINES AND FORFEITS                                  | 355,640            | 375,375           | \$37,452                 | \$430,205               | 114.61%              |
| PROCEEDS FROM SALE OF<br>CAPITAL ASSETS             | 30,100             | 1,487,180         | \$152,931                | \$1,500,749             | 100.91%              |
| INVESTMENT INCOME                                   | 390,000            | 735,000           | \$43,021                 | \$521,596               | 70.97%               |
| MISCELLANEOUS                                       | 336,136            | 841,832           | \$57,258                 | \$409,196               | 48.61%               |
| CONTRIBUTIONS FROM OTHER<br>FUNDS                   | 190,000            | 267,000           | \$3,205                  | \$12,903                | 4.83%                |
| <b>GENERAL FUND TOTAL</b>                           | <b>31,792,275</b>  | <b>35,989,875</b> | <b>\$834,579</b>         | <b>\$31,430,852</b>     | <b>87.33%</b>        |
| <b>FUND TYPE/FUND NAME TOTAL</b>                    | <b>31,792,275</b>  | <b>35,989,875</b> | <b>\$834,579</b>         | <b>\$31,430,852</b>     | <b>87.33%</b>        |
| <b>CONSOLIDATED WITH GENERAL<br/>FUND</b>           |                    |                   |                          |                         |                      |
| 102 - BUDGET STABILIZATION                          | 30,000             | 72,000            | \$4,243                  | \$59,390                | 82.49%               |
| <b>CONSOLIDATED WITH GENERAL<br/>FUND TOTAL</b>     | <b>30,000</b>      | <b>72,000</b>     | <b>\$4,243</b>           | <b>\$59,390</b>         | <b>82.49%</b>        |
| <b>ALL OTHER FUNDS</b>                              |                    |                   |                          |                         |                      |
| Permanent Fund                                      |                    |                   |                          |                         |                      |
| 151 - CEMETERY PERPETUAL<br>MAINTENANCE             | 45,000             | 45,000            | \$5,358                  | \$20,898                | 46.44%               |
| 155 - ELLA W. SHARP<br>ENDOWMENT FUND               | 30,550             | 33,500            | –                        | –                       | 0.00%                |
| 160 - LLOYD E. MOUNT<br>ENDOWMENT                   | 5,100              | 5,100             | –                        | –                       | 0.00%                |
| <b>PERMANENT FUND TOTAL</b>                         | <b>80,650</b>      | <b>83,600</b>     | <b>\$5,358</b>           | <b>\$20,898</b>         | <b>25.00%</b>        |
| Special Revenue Fund                                |                    |                   |                          |                         |                      |
| 202 - MAJOR STREET                                  | 14,517,772         | 12,132,904        | \$353,536                | \$3,945,226             | 32.52%               |
| 203 - LOCAL STREET                                  | 1,491,453          | 936,497           | \$99,569                 | \$970,113               | 103.59%              |
| 208 - ELLA W. SHARP PARK<br>OPERATING               | 1,098,750          | 1,235,529         | \$100,841                | \$481,077               | 38.94%               |
| 213 - OPIOID SETTLEMENT FUND                        | –                  | 66,645            | –                        | \$72,009                | 108.05%              |
| 218 - AFFORDABLE HOUSING<br>FUND                    | 1,658,800          | 1,266,196         | \$5                      | \$624,619               | 49.33%               |
| 234 - HCDF MICH GRANT                               | –                  | 21,000            | –                        | –                       | 0.00%                |
| 245 - PUBLIC IMPROVEMENT                            | 1,461,000          | 1,496,167         | \$4,535                  | \$1,428,208             | 95.46%               |
| 246 - CORTLAND ST<br>REDEVELOPMENT PROJECTS<br>FUND | 1,597,500          | 2,366,365         | \$598                    | \$1,776,127             | 75.06%               |
| 249 - BUILDING DEPARTMENT                           | 520,900            | 577,497           | \$56,050                 | \$583,653               | 101.07%              |
| 251 - HOUSING CODE<br>ENFORCEMENT                   | 1,021,400          | 711,661           | \$41,533                 | \$467,708               | 65.72%               |
| 252 - BUILDING DEMOLITIONS                          | 196,000            | 350,625           | \$81,514                 | \$132,983               | 37.93%               |
| 265 - DRUG LAW ENFORCEMENT                          | 20,000             | 20,000            | \$124                    | \$2,512                 | 12.56%               |
| 272 - SAFER GRANT                                   | 301,801            | 351,748           | \$2,773                  | \$348,975               | 99.21%               |
| 273 - PROJECT SAFE<br>NEIGHBORHOOD                  | 143,028            | 100,199           | \$6,634                  | \$50,667                | 50.57%               |
| 275 - BYRNE/JAG PROGRAMS                            | –                  | 70,794            | –                        | \$30,000                | 42.38%               |

|                                                | ORIGINAL<br>BUDGET | AMENDED<br>BUDGET | ACTUAL MONTH-TO-<br>DATE | ACTUAL YEAR-TO-<br>DATE |                      |
|------------------------------------------------|--------------------|-------------------|--------------------------|-------------------------|----------------------|
|                                                | FY2025             | FY2025            | May 2025                 | FY2025                  | Percent<br>Collected |
| 279 - AMERICAN RESCUE PLAN ACT                 | 75,000             | 5,000             | —                        | —                       | 0.00%                |
| 280 - HOUSING STABILITY                        | —                  | 655,000           | —                        | —                       | 0.00%                |
| 285 - EPA BROWNFIELD ASSESSMENT GRANT          | 100,000            | 223,218           | —                        | \$152,090               | 68.14%               |
| 296 - RECREATION ACTIVITY                      | 353,000            | 593,501           | \$43,292                 | \$508,098               | 85.61%               |
| 297 - RECREATION MILLAGE                       | 1,020,000          | 1,020,000         | \$675                    | \$409,099               | 40.11%               |
| <b>SPECIAL REVENUE FUND TOTAL</b>              | <b>25,576,404</b>  | <b>24,200,546</b> | <b>\$791,679</b>         | <b>\$11,983,162</b>     | <b>49.52%</b>        |
| Debt Service Fund                              |                    |                   |                          |                         |                      |
| 308 - 2020 CAPITAL IMP. BONDS DEBT SERV. FUND  | 223,792            | 223,792           | \$210,896                | \$12,896                | 5.76%                |
| 352 - 2017 MTF BONDS D/S FUND                  | 761,885            | 761,885           | \$703,443                | \$58,443                | 7.67%                |
| 353 - 2024 MTF BONDS D/S FUND                  | —                  | 470,834           | \$391,750                | \$79,083                | 16.80%               |
| 367 - 2021 CITY HALL REFUNDING DEBT SERV FUND  | 722,000            | 770,081           | \$668                    | \$767,413               | 99.65%               |
| 385 - 2016 CAPITAL IMP BOND DEBT SERVICE FUND  | 145,743            | 145,743           | —                        | \$145,743               | 100.00%              |
| 386 - 2018 CAPITAL IMP BOND DEBT SERVICE FUND  | 1,400,250          | 1,400,250         | \$1,150,500              | \$249,750               | 17.84%               |
| 389 - 2017 BRA TIF REFUNDING DEBT SERVICE FUND | 1,764,600          | 1,764,600         | \$1,662,300              | \$102,300               | 5.80%                |
| 391 - 2021 BRA TIF REFUNDING DEBT SERVICE FUND | 38,593             | 38,593            | \$19,296                 | \$19,296                | 50.00%               |
| 394 - 2001 DDA TIF DEBT SERVICE                | 3,032,403          | 3,032,403         | \$3,031,577              | —                       | 0.00%                |
| 395 - 2019 DDA TIF REFUNDING DEBT SERVICE      | 207,157            | 207,157           | \$123,579                | \$83,579                | 40.35%               |
| <b>DEBT SERVICE FUND TOTAL</b>                 | <b>8,296,423</b>   | <b>8,815,338</b>  | <b>\$7,294,008</b>       | <b>\$1,518,502</b>      | <b>17.23%</b>        |
| Capital Projects Fund                          |                    |                   |                          |                         |                      |
| 401 - CAPITAL PROJECTS                         | 309,020            | 552,500           | \$211                    | \$6,773                 | 1.23%                |
| 402 - WATER EQUIPMENT & REPLACEMENT            | 24,750,198         | 8,169,744         | (\$2,013,120)            | \$11,244,652            | 137.64%              |
| 403 - LEAD SERVICE LINE REPLACEMENT            | 2,826,515          | 2,799,864         | \$149,140                | \$1,617,299             | 57.76%               |
| 404 - DPS SANITARY SEWER MAINTENANCE           | 673,281            | 608,528           | \$42,418                 | \$425,230               | 69.88%               |
| 405 - SANITARY SEWER REPLACEMENT               | 3,244,005          | 2,349,663         | (\$201,400)              | \$2,773,081             | 118.02%              |
| 406 - WASTEWATER EQUIPMENT REPLACEMENT         | 13,394,032         | 1,374,419         | (\$836,923)              | \$2,976,959             | 216.60%              |
| 407 - 2022 SEWER SYSTEM PROJECT CONSTRUCTION   | 2,492,187          | 4,788,855         | —                        | \$3,403,691             | 71.08%               |
| 409 - 2022 WATER SYSTEM PROJECT CONSTRUCTION   | 9,710,899          | 5,708,095         | —                        | \$4,113,174             | 72.06%               |
| 410 - 2024 WATER SYSTEM PROJECT CONSTRUCTION   | —                  | 3,076,009         | \$438,449                | \$520,488               | 16.92%               |
| 426 - 2024 MICHIGAN TRANSPORT BONDS CONST FUND | —                  | 100,310           | \$7,930                  | \$105,536               | 105.21%              |
| 488 - MLK CORRIDOR IMP. AUTHORITY FUND         | 3,833,300          | 2,400,663         | —                        | \$635,374               | 26.47%               |
| 489 - BROWNFIELD REDEVELOPMENT                 | 1,721,830          | 2,347,895         | (\$280,947)              | \$2,062,300             | 87.84%               |
| 494 - DDA PROJECT                              | 3,559,000          | 3,735,344         | \$23,986                 | \$3,727,915             | 99.80%               |
| <b>CAPITAL PROJECTS FUND TOTAL</b>             | <b>66,514,267</b>  | <b>38,011,889</b> | <b>(\$2,670,255)</b>     | <b>\$33,612,473</b>     | <b>88.43%</b>        |
| Special Assessment Funds                       |                    |                   |                          |                         |                      |
| 852 - 2020 SPEC. ASSESSMENT BONDS DEBT SERVICE | 162,008            | 162,008           | —                        | \$162,008               | 100.00%              |
| 895 - SPECIAL ASSESSMENT                       | 2,387,073          | 660,526           | \$3,628                  | \$53,813                | 8.15%                |
| <b>SPECIAL ASSESSMENT FUNDS TOTAL</b>          | <b>2,549,081</b>   | <b>822,534</b>    | <b>\$3,628</b>           | <b>\$215,820</b>        | <b>26.24%</b>        |
| Enterprise Fund                                |                    |                   |                          |                         |                      |
| 514 - AUTO PARKING SYSTEM                      | 95,443             | 97,943            | \$447                    | \$5,911                 | 6.03%                |
| 518 - PARKING ASSESSMENT                       | 352,297            | 361,027           | \$28,492                 | \$364,645               | 101.00%              |
| 519 - COOPER/FRANCIS PARKING DECKS             | 15,550             | 27,275            | \$1,437                  | \$29,787                | 109.21%              |
| 590 - SEWER                                    | 22,154,210         | 12,768,151        | \$621,970                | \$5,681,677             | 44.50%               |
| 591 - WATER                                    | 39,510,527         | 24,583,613        | \$1,538,400              | \$15,894,911            | 64.66%               |
| <b>ENTERPRISE FUND TOTAL</b>                   | <b>62,128,027</b>  | <b>37,838,009</b> | <b>\$2,190,745</b>       | <b>\$21,976,932</b>     | <b>58.08%</b>        |

|                                           | ORIGINAL<br>BUDGET | AMENDED<br>BUDGET  | ACTUAL MONTH-TO-<br>DATE | ACTUAL YEAR-TO-<br>DATE |                      |
|-------------------------------------------|--------------------|--------------------|--------------------------|-------------------------|----------------------|
|                                           | FY2025             | FY2025             | May 2025                 | FY2025                  | Percent<br>Collected |
| Internal Service Fund                     |                    |                    |                          |                         |                      |
| 641 - PUBLIC WORKS<br>ADMINISTRATION      | 378,106            | 556,535            | \$117,040                | \$488,480               | 87.77%               |
| 642 - ENGINEERING<br>ADMINISTRATION       | 323,476            | 390,835            | \$35,493                 | \$226,314               | 57.91%               |
| 643 - LOCAL SITE REMEDIATION<br>REVOLVING | 70,555             | 71,590             | \$663                    | \$69,028                | 96.42%               |
| 661 - MOTOR POOL & GARAGE                 | 1,458,576          | 1,810,116          | \$126,098                | \$1,412,926             | 78.06%               |
| 676 - WORKERS COMPENSATION                | 210,000            | 232,700            | \$21,992                 | \$176,630               | 75.90%               |
| 677 - SELF-INSURED HEALTHCARE             | 6,505,000          | 6,331,700          | \$664,373                | \$5,195,881             | 82.06%               |
| <b>INTERNAL SERVICE FUND TOTAL</b>        | <b>8,945,713</b>   | <b>9,393,476</b>   | <b>\$965,660</b>         | <b>\$7,569,259</b>      | <b>80.58%</b>        |
| Custodial Fund                            |                    |                    |                          |                         |                      |
| 703 - COUNTY & SCHOOL TAX                 | 28,860,000         | 32,150,000         | \$12,918                 | \$152,869               | 0.48%                |
| <b>CUSTODIAL FUND TOTAL</b>               | <b>28,860,000</b>  | <b>32,150,000</b>  | <b>\$12,918</b>          | <b>\$152,869</b>        | <b>0.48%</b>         |
| Pension Trust Fund                        |                    |                    |                          |                         |                      |
| 731 - EMPLOYEES RETIREMENT<br>SYSTEM      | 6,507,820          | 6,625,000          | —                        | \$2,931,095             | 44.24%               |
| 732 - POLICE & FIRE PENSION               | 259,455            | 359,455            | \$64,942                 | \$238,344               | 66.31%               |
| 734 - POLICE & FIRE ACT 345               | 10,829,381         | 11,654,381         | \$2,512,178              | \$8,432,345             | 72.35%               |
| 736 - PUBLIC EMPLOYEE HEALTH<br>CARE      | 230,000            | 229,000            | —                        | \$354,696               | 154.89%              |
| <b>PENSION TRUST FUND TOTAL</b>           | <b>17,826,656</b>  | <b>18,867,836</b>  | <b>\$2,577,120</b>       | <b>\$11,956,480</b>     | <b>63.37%</b>        |
| <b>ALL OTHER FUNDS TOTAL</b>              | <b>220,777,221</b> | <b>170,183,228</b> | <b>\$11,170,861</b>      | <b>\$89,006,395</b>     | <b>52.30%</b>        |

## NOTES TO REVENUE AND EXPENDITURE SUMMARIES

*Note 1:* Revenues do not include budgeted appropriations from the fund balance. These appropriations, together with budgeted revenues, are sufficient to fund budgeted expenditures under State law.

*Note 2:* Unfavorable budget variances related to expenditures will be addressed through a formal budget amendment.

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Troy R. White, P.E., City Engineer  
**DATE:** July 22, 2025

**RECOMMENDATION:** Approve of Traffic Control Orders 2408 through 2412 to restore on-street parking on the north side of Washington Avenue from West Avenue to First Street.

### ISSUE STATEMENT

The attached Traffic Control Orders (TCOs) have been prepared to address requests from residents to restore on-street parking on the north side of Washington Avenue from West Avenue to First Street. Prior to 2018, parking was allowed at this location albeit with time of day restrictions that were put in place in 1961. This TCO will rescind the 2018 TCO to allow the return to on-street parking but without time of day restrictions.

### DESCRIBE THE CONSEQUENCES

If this TCO is not approved, on-street parking prohibitions on Washington Avenue from West Avenue to First Street will remain in place.

### OWNERSHIP

Washington Avenue has been transformed in stages over multiple years from a moderate-volume one-way major street to a low-volume two-way local street. A short history of this transformation is as follows:

|      |                                                                                                                              |
|------|------------------------------------------------------------------------------------------------------------------------------|
| 2017 | Washington connection to I-94BL east of First Street removed when I-94BL around downtown was converted to two-way traffic.   |
| 2018 | Washington from West Avenue to First Street converted from one-way traffic to two-way traffic and on-street parking removed. |
| 2021 | Washington from Brown Street to West Avenue converted from one-way traffic to two-way traffic and on-street parking removed. |
| 2022 | Traffic signal at West Avenue removed and stop signs on Washington Ave installed.                                            |
| 2023 | Washington Avenue reclassified from Major Street to Local Street in MDOT Act 51 system due to decreased traffic volumes.     |

### SOLUTION

At the time of the 2018 conversion to two-way traffic, residents protested the loss of on-street parking. The intent at that time was to restore the on-street parking if and when conditions allowed. A review of conditions that was prompted by a recent request shows that traffic volumes and patterns are consistent with other local streets and the restoration of on-street parking is appropriate.

The estimated cost for the removal of “No Parking” signs is \$244.68, broken down as follows and paid from Local Street Traffic funds.

| # | Description           | Price       | Total     |
|---|-----------------------|-------------|-----------|
| 2 | Hours Labor/Equipment | @ \$ 122.34 | \$ 244.68 |

**FACILITATE IMPLEMENTATION**

Approve of Traffic Control Orders 2408 through 2412 to restore on-street parking on the north side of Washington Avenue from West Avenue to First Street.



**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** July 22, 2025  
**SUBJECT:** Traffic Control Order 2408-2412

---

**Recommendation:**

**Approve of Traffic Control Orders 2408 through 2412 to restore on-street parking on the north side of Washington Avenue from West Avenue to First Street.**

Attached is a memo from Troy White, City Engineer, for a Traffic Control Order for traffic control signage as described above.

I recommend approval of Traffic Control Order 2408-2412. Your consideration and concurrence is appreciated.

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** July 22, 2025  
**SUBJECT:** Traffic Control Order 2414

---

**Recommendation:**

**Approve Traffic Control Order 2414 to install “Autistic Child Area” signs on Burr Street between Columbus Street and Cooper Street.**

Attached is a memo from Troy White, City Engineer, for a Traffic Control Order for traffic control signage as described above.

I recommend approval of Traffic Control Order 2414. Your consideration and concurrence is appreciated.

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Troy R. White, P.E., City Engineer

**DATE:** July 22, 2025

**RECOMMENDATION:** Approve Traffic Control Order 2414 to install “Autistic Child Area” signs on Burr Street between Columbus Street and Cooper Street.

### ISSUE STATEMENT

There has been a signing request from a resident in the 400 block of Burr Street who has an autistic child residing in the household. They would like “Autistic Child Area” signs placed within their block. The resident advised that the child has started escaping or walking away from the residence and wandering into the street.

### DESCRIBE THE CONSEQUENCES

This TCO may reduce the probability that this child who lives in the area may get out of their residence unattended and potentially wander into the roadway and be struck by a vehicle.

### OWNERSHIP

The City of Jackson is responsible for the traffic control signage on city streets. Posting these signs will give added warning to drivers to watch for the child who may unknowingly enter the roadway.

### SOLUTION

Engineering, after review of the request, agrees with installing the two “Autistic Child Area” signs. The estimated cost for the signs is \$423.18, broken down as follows and paid from Local Streets Traffic funds.

- 2 – Autistic Child Area signs @ \$51.55/\$103.10
- 2 – sign posts, @ \$37.70 each/\$75.40
- 2 – hours labor/equipment, @ \$122.34/\$244.68 total
- Estimated total = \$423.18

### FACILITATE IMPLEMENTATION

Approve Traffic Control Order 2414 to install “Autistic Child Area” signs on Burr Street between Columbus Street and Cooper Street



**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** July 22, 2025  
**SUBJECT:** Special Event Application: July Cruise-In and Concert

---

**Recommendation:**

Approve a request from the Jackson Downtown Development Authority to host the July Cruise-In and Concert on July 25, 2025, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the July Cruise-In and Concert.

I recommend approval of the Special Event Application for the July Cruise-In and Concert. Your consideration and concurrence is appreciated.



## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** DDA Director, DDA Director

**DATE:** July 22, 2025

**RECOMMENDATION:** Approve a request from the Jackson Downtown Development Authority to host the July Cruise-In and Concert on July 25, 2025, in downtown Jackson.

### ISSUE STATEMENT

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

| DEPARTMENT                         | APPROVAL | DENIAL       | ECONOMIC IMPACT  |
|------------------------------------|----------|--------------|------------------|
| DDA                                | X        |              | \$0.00           |
| Engineering                        | X        |              | \$0.00           |
| Fire                               | X        |              | \$0.00           |
| Neighborhood & Economic Operations | X        |              | \$0.00           |
| Parks & Recreation                 | X        |              | \$0.00           |
| Police                             | X        |              | \$0.00           |
| Public Works                       | X        |              | \$1800.00        |
|                                    |          | <b>TOTAL</b> | <b>\$1800.00</b> |

### DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closure, power, water, Horace Blackman Park, Bucky Harris Park, True Community Stage

### OWNERSHIP

Insurance Status: This event is covered under the City of Jackson’s insurance policy.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jackson Downtown Development Authority to host the July Cruise-In and Concert on July 25, 2025, in downtown Jackson.

ATTACHMENTS

- 1. SEA-JULY Cruise-In & Concert



By: **M. Evans** Date: **7/1/25**

Fee Rec: Date:

Cash: Check #:

Approved through City Council

Yes/No: Date:

## SPECIAL EVENT APPLICATION 2025

Submit your application to [mevans@cityofjackson.org](mailto:mevans@cityofjackson.org) or drop it off at  
City of Jackson Downtown Development Authority: 161 W. Michigan Ave, 5th Floor, Jackson, MI

**Application must be submitted 60 days prior to event date**

### Application attachments

The application will not be submitted for approval until all attachments are attained.

☐ Application Fee: Nonrefundable. Cash or check only. Please make checks out to **Downtown Development Authority**

*Examples of city resources include, but are not limited to, requests for power, water or fire hydrants, traffic cones, and staging.*

☐ Level 1: \$75 (0-1 city resources)

☐ Level 2: \$150 (No road closure, needs 2 city resources) \*Does not include closing Hayes Court

☐ Level 3: \$225 (Road closure, police assistance, needs 3+ city resources)

If you would like to apply for a non-profit/low resource fee waiver, see page 4.

☐ LATE FEE: +\$50 Late/Rush Fee submitted less than 60 days but greater than 30 days. No applications will be accepted less than 30 days from the date of the event.

☐ Insurance documentation for sponsoring organization

☐ Event Map –Please indicate the location of all items (see page 4 for detailed information needed & page 7 for a blank map)

☐ Liquor License & Liquor Liability Insurance (if applicable) See page 5 for details on liquor and the Social District

☐ Cannabis Consumption Area License and Liability insurance (if applicable)

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

☐ Fireworks plan and all required approval documentation from the appropriate authorities (if applicable)

### ✓ Applicant Information

**EVENT NAME:** **JULY Cruise-In and Concert**

Sponsoring Organization Legal Name : **Jackson Downtown Development Authority**

Street Address : **161 E. Michigan Ave, 5th Floor**

Tax ID# : **68-6004701**

Website : **www.jacksondda.org**

Contact Name 1 : **Beth Kuiper**

Email: **jacksondda@cityofjackson.org**

Phone: **517-768-6410**

Contact Name 2 : **Melissa Evans**

Email: **mevans@cityofjackson.org**

Phone: **517-768-6411**

Contact Name/Phone# During Event: **Beth Kuiper 517-800-1445**

### ✓ Event Details

Event Date(s):

**July 25, 2025**

Set up Time:

**4:00 PM**

Start Time:

**5:00 PM**

End Time:

**8:00 PM**

Tear Down Time:

**8:00 PM**

Has this event occurred before? ☒ Yes

No

If yes, how many previous years?

**10+ years**

What is the expected attendance? **5000+**

Do you expect to do this event next year?

☒ Yes

No

### ✓ Type of Event Please check all that apply

☐ Festival

☐ March/Parade

☐ Walk/Run\*

☒ Other

**Cruise-In & Concert Summer Series**

**\*Downtown 5K/10K's:** Even with City Council approval, the proposed route cannot be guaranteed due to ongoing construction, which may require adjustments to the course. We recommend considering Ella Sharp Park as an alternative to downtown streets.



## Description of Event

This description will be posted on the Special Events Calendar

Roll into downtown Jackson for our free summer Cruise-In and Concert Series, happening every Fourth Friday from May through September. Expect classic cars lining the streets, food trucks serving up local flavor, live music setting the vibe, and plenty of fun extras — all spotlighting the shops, restaurants, and hidden gems that make our downtown shine.



## Event Location

Please include the location on the map



Horace Blackman Park



Bucky Harris Park

\*Power for small sound system

MLK Equality Trail



TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park

\*requires Ella Sharp Board approval



Other Location

Streets of downtown Jackson



## Requested Street Closure(s)

Please include all requested street closures on the map. **Note that street closures require an anticipated attendance of at least 3,000**

Street Name: Michigan Avenue

Cross Street 1:

Blackstone Street

Cross Street 2:

MLK JR Drive

Closure Start Date: 5/23/25

Time: 4:00 PM

Closure End Date: 5/23/25

Time: 8:00 PM

Street Name: Jackson Street

Cross Street 1:

Pearl Street

Cross Street 2:

Cortland Street

Closure Start Date: 5/23/25

Time: 4:00 PM

Closure End Date: 5/23/25

Time: 8:00 PM

Street Name: Mechanic Street

Cross Street 1:

Pearl Street

Cross Street 2:

Cortland Street

Closure Start Date: 5/23/25

Time: 4:00 PM

Closure End Date: 5/23/25

Time: 8:00 PM

Street Name: Hayes Court

Cross Street 1:

Michigan Avenue

Cross Street 2:

Pearl Street

Closure Start Date: 5/23/25

Time: 4:00 PM

Closure End Date: 5/23/25

Time: 8:00 PM

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:



## Bathroom Plan

Please include bathroom locations on the map

**Facilities:** How many restrooms/portable toilets will be provided, including ADA options?

The DDA will provide bathrooms

**Service Provider:** Who will supply and service the restrooms (name/contact)?

TBA

**Placement:** Where will restrooms be located? \*Please include locations on the map

**Additional Notes:** Additional bathrooms located at Horace Blackman Park and Mechanic Street.



**Bucky Harris Park Bathrooms Use:** Request a key at City Hall, Parks & Rec, 161 W. Michigan Ave., 5th Floor with a \$75 refundable deposit and state ID. You must unlock and lock the bathroom doors before and after the event.





## Waste Management Plan Please include garbage locations on the map

\*If the area of your event is not cleaned up, you will be invoiced the cost of services.

**Collection:** How will garbage be managed during and after the event?

**Service Provider:** Who is responsible for waste removal (name/contact)?

**Reciprocals:** How many bins will be provided? \*Please include locations on the map   
For large events, how many roll-offs?

**Cleanup:** Who will handle post-event cleanup?

**Additional notes:**

## Other City Resource Requests \*Include all extra resources on map

**Electrical Power:** Do you need electrical power? ☒ Yes ☐ No **\*\*All electrical lines MUST be properly covered to minimize tripping hazards\*\***

### Will you have food trucks?

Please add food truck names and locations on the map.

☒ Yes ☐ No

If yes, how many food trucks do you anticipate?

Using generators? ☒ Yes ☐ No

Do you need to rent power boxes for the food trucks? ☒ Yes ☐ No  
\$25 per box rental cost (adapters included)

If yes, how many?

### Will you have Vendors/ Other food on site?

☒ Yes ☐ No

If yes, how many?

Using generators? ☐ Yes ☐ No

Do you need to rent power boxes? ☒ Yes ☐ No  
\$25 per box rental cost (adapters included)

If yes, how many?

### Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)?

☐ Yes ☒ No

If yes, what?

Using generators? ☐ Yes ☒ No

Do you need to rent power boxes? ☐ Yes ☒ No  
\$25 per box rental cost (adapters included)

If yes, how many?

### Other electrical power needed?

☒ Yes ☐ No

If yes, what?

Wattage needed:

Number of plug-ins needed:

\*Also power at True Community for a sound system

**Water:** Do you need water? ☒ Yes ☐ No If yes, please indicate the needed requirement:

Location of where the water is needed:

**Fireworks:** Do you plan to do fireworks? ☐ Yes ☒ No *\*If yes, please attach your detailed fireworks plan along with all required approval documents from the appropriate local authorities.*

**Police Department:** Do you require police assistance? ☐ Yes ☒ No If yes, please explain:

**Alcohol Sales:** ☐ Yes ☒ No *\*If yes, attach liquor license and liquor liability insurance*

**Cannabis Consumption Area:** ☐ Yes ☒ No *\*If yes, attach Cannabis Consumption License and liability insurance*

### Other Requests:

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

☒ Other

☐ Other

# Required Attachments for Application Processing



**Insurance** Please request the following documentation from your insurance carrier.

| Insurance Type                                                                        | Requirements                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Certificate of Liability Insurance<br>(MUST also be provided by all vendors)          | <ul style="list-style-type: none"><li>Showing a liability coverage of at least \$1,000,000</li><li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li></ul> |
| Liquor Liability Insurance (if needed)                                                | <ul style="list-style-type: none"><li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li></ul>                                                              |
| Cannabis Liability Insurance (if needed)                                              | <ul style="list-style-type: none"><li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li></ul>                                                              |
| XCU Fireworks Liability Insurance<br>(if needed; required for all fireworks displays) | <ul style="list-style-type: none"><li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li></ul>                                                              |

I am a Level 1 Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.



**Event Map** Please include **all event details** and activities on the map for review and processing.

- ☒ Route plan
- ☒ Emergency vehicle access
- ☒ Requested street closures
- ☒ Food Truck Locations
- ☐ Vendor locations
- ☐ Dispersal locations
- ☐ Requested reserved parking
- ☐ Tent locations
- ☒ Trash Receptacle locations
- ☐ Requested electrical location
- ☐ Assembly locations
- ☒ Bathroom locations
- ☐ Alcohol/Cannabis sales locations

*\*If these details change, a revised map must be provided seven days prior to event.  
Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

I am a representative of a non-profit organization and respectfully request that the application fee be waived or considered for reduction. **Justification for Fee Waiver** (Please briefly explain financial limitations and community benefits of this event):

**\*Note: We want to inform you that adjustments are being made to the City Special Event Application process to align with the demand for City resources and the overtime required to facilitate these events. As part of this process, we will gradually introduce limits and monetary requirements for utilizing city resources.**

## Special Event Application Policy

*Additional charges may incur if policies are broken.*

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Social District: By following these steps and providing thorough documentation, you can effectively incorporate Social District rules into your Special License application, ensuring compliance with MLCC regulations and facilitating a successful event:
  - a. If a non-profit organization seeks a Special License for an event within a Social District's commons area, the local governing body must delineate the specific portions of the commons area to be used exclusively by the Special Licensee and those to be used by Social District permittees. This ensures clear boundaries and prevents overlap between the event and existing Social District activities. Please provide a clear and precise diagram that outlines the designated areas within the commons for both the Special Licensee and the Social District permittees.
  - b. Alcoholic beverages sold by the Special Licensee must be consumed within the area designated for the special event. Similarly, beverages from Social District permittees should remain within their designated zones. Areas must show visual barriers and provide staff to oversee the delineated area.
  - c. Review the MLCC's Special License Application form for any specific sections or questions related to events in Social Districts. Ensure that all relevant information is accurately provided, and any additional requirements are met. The application form can be found here: <https://www.michigan.gov/lara/bureau-list/lcc/faq/social-districts?utm>
8. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
9. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft and does not block any intersections, driveways, or right-of-ways.

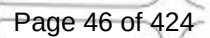
## Special Event Application

*Certification and Signature*

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event Application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: **Beth Kuiper**

Date: **6/3/25**





**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** July 22, 2025  
**SUBJECT:** Special Event Application: Mitchell Tenpenny Concert

---

**Recommendation:**

Approve a request from the Michigan Theatre of Jackson to host the Mitchell Tenpenny Concert on August 10, 2025, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Mitchell Tenpenny Concert.

I recommend approval of the Special Event Application for the Mitchell Tenpenny Concert. Your consideration and concurrence is appreciated.



## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** DDA Director, DDA Director

**DATE:** July 22, 2025

**RECOMMENDATION:** Approve a request from the Michigan Theatre of Jackson to host the Mitchell Tenpenny Concert on August 10, 2025, in downtown Jackson.

### ISSUE STATEMENT

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

| DEPARTMENT                         | APPROVAL | DENIAL       | ECONOMIC IMPACT |
|------------------------------------|----------|--------------|-----------------|
| DDA                                | X        |              | \$0.00          |
| Engineering                        | X        |              | \$0.00          |
| Fire                               | X        |              | \$0.00          |
| Neighborhood & Economic Operations | X        |              | \$0.00          |
| Parks & Recreation                 | X        |              | \$0.00          |
| Police                             | X        |              | \$0.00          |
| Public Works                       | X        |              | \$500.00        |
|                                    |          | <b>TOTAL</b> | <b>\$500.00</b> |

### DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closure, alcohol sales

### OWNERSHIP

Insurance Status: Approval is dependent on the receipt of proper insurance documents and a liquor license.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Michigan Theatre of Jackson to host the Mitchell Tenpenny Concert on August 10, 2025, in downtown Jackson.

---

ATTACHMENTS

- 1. SEA-Mitchell Tenpenny Concert at the Michigan Theatre



By: **M.Evans** Date: **6/26/25**  
Fee Rec: Date:   
Cash: Check #:   
Approved through City Council  
Yes/No: Date:

## SPECIAL EVENT APPLICATION 2025

Submit your application to [mevans@cityofjackson.org](mailto:mevans@cityofjackson.org) or drop it off at  
City of Jackson Downtown Development Authority: 161 W. Michigan Ave, 5th Floor, Jackson, MI

**Application must be submitted 60 days prior to event date**

### Application attachments

The application will not be submitted for approval until all attachments are attained.

☐ Application Fee: Nonrefundable. Cash or check only. Please make checks out to **Downtown Development Authority**

*Examples of city resources include, but are not limited to, requests for power, water or fire hydrants, traffic cones, and staging.*

☐ Level 1: \$75 (0-1 city resources)

☐ Level 2: \$150 (No road closure, needs 2 city resources) \*Does not include closing Hayes Court

☐ Level 3: \$225 (Road closure, police assistance, needs 3+ city resources)

If you would like to apply for a non-profit/low resource fee waiver, see page 4.

☐ LATE FEE: +\$50 Late/Rush Fee submitted less than 60 days but greater than 30 days. No applications will be accepted less than 30 days from the date of the event.

☐ Insurance documentation for sponsoring organization

☐ Event Map –Please indicate the location of all items (see page 4 for detailed information needed & page 7 for a blank map)

☐ Liquor License & Liquor Liability Insurance (if applicable) See page 5 for details on liquor and the Social District

☐ Cannabis Consumption Area License and Liability insurance (if applicable)

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

☐ Fireworks plan and all required approval documentation from the appropriate authorities (if applicable)

### ✓ Applicant Information

**EVENT NAME:** **Mitchell Tenpenny Concert**

Sponsoring Organization Legal Name : **Michigan Theatre of Jackson, Inc**

Street Address : **124 N. Mechanic St., Jackson, MI 49201**

Tax ID# : **38-3138265**

Website : **michigantheatre.org**

Contact Name 1 : **Aiden Baker**

Email: **aiden@michigantheatre.org**

Phone: **5172577701**

Contact Name 2 : **Steve Tucker**

Email: **stucker@michigantheatre.org**

Phone: **5179176974**

Contact Name/Phone# During Event: **Aiden Baker (517) 257-7701**

### ✓ Event Details

Event Date(s):

**August 10, 2025**

Set up Time:

**12:00 PM**

Start Time:

**7:15 PM**

End Time:

**10:00 PM**

Tear Down Time:

**11:00 PM**

Has this event occurred before?

Yes

☒ No

If yes, how many previous years?

What is the expected attendance?

**1266**

Do you expect to do this event next year?

Yes

☒ No

### Type of Event Please check all that apply

☐ Festival

☐ March/Parade

☐ Walk/Run\*

☒ Other

**Concert**

**\*Downtown 5K/10K's:** Even with City Council approval, the proposed route cannot be guaranteed due to ongoing construction, which may require adjustments to the course. We recommend considering Ella Sharp Park as an alternative to downtown streets.





## Description of Event

This description will be posted on the Special Events Calendar

Mitchell is a multi-faceted entertainer: singer, songwriter, producer and performer. Since the release of his debut 3X platinum-certified No 1 hit single, "Drunk Me," he's set new standards for breakout success in country music. He was recognized for surpassing the One Billion streams threshold, now surpassing 2.3 Billion global streams. Mitchell's previous album This Is The Heavy contains the platinum-selling #1 hit "Truth About You," a song that made chart history with shortest span between #1 songs since 1982 with just three weeks since his last chart topper. "Truth About You" followed Mitchell's co-penned #1 collaboration with labelmate Chris Young on the ACM Music Event



## Event Location

Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park  
*\*requires Ella Sharp Board approval*



Other Location

Michigan Theatre of Jackson



## Requested Street Closure(s)

Please include all requested street closures on the map. **Note that street closures require an anticipated attendance of at least 3,000**

Street Name: Pearl St

Cross Street 1: Mechanic St.

Cross Street 2:

Closure Start Date: 8/10/2025

Time: 12:00 PM

Closure End Date: 8/10/2025

Time: 11:00 PM

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure End Date:

Time:



## Bathroom Plan

Please include bathroom locations on the map

**Facilities:** How many restrooms/portable toilets will be provided, including ADA options?

**Service Provider:** Who will supply and service the restrooms (name/contact)?

**Placement:** Where will restrooms be located? *\*Please include locations on the map*

**Additional Notes:** Busses would be using MTJ restrooms indoors

**Bucky Harris Park Bathrooms Use:** Request a key at City Hall, Parks & Rec, 161 W. Michigan Ave., 5th Floor with a \$75 refundable deposit and state ID. You must unlock and lock the bathroom doors before and after the event.



## Waste Management Plan Please include garbage locations on the map

\*If the area of your event is not cleaned up, you will be invoiced the cost of services.

**Collection:** How will garbage be managed during and after the event?

**Service Provider:** Who is responsible for waste removal (name/contact)?

**Reciprocals:** How many bins will be provided? *\*Please include locations on the map*  
*For large events, how many roll-offs?*

**Cleanup:** Who will handle post-event cleanup?

**Additional notes:** All waste will be deposited of inside MTJ



## Other City Resource Requests \*Include all extra resources on map

**Electrical Power:** Do you need electrical power? Yes ☒ No ☒ **\*\*All electrical lines MUST be properly covered to minimize tripping hazards\*\***

### Will you have food trucks?

*Please add food truck names and locations on the map.*

Yes

☒

No

If yes, how many food trucks do you anticipate?

Using generators?

Yes

No

Do you need to rent power boxes for the food trucks?  
\$25 per box rental cost (adapters included)

Yes

No

If yes, how many?

### Will you have Vendors/ Other food on site?

Yes

☒

No

If yes, how many?

Using generators?

Yes

No

Do you need to rent power boxes?  
\$25 per box rental cost (adapters included)

Yes

No

If yes, how many?

### Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)?

Yes

☒

No

If yes, what?

Using generators?

Yes

No

Do you need to rent power boxes?  
\$25 per box rental cost (adapters included)

Yes

No

If yes, how many?

### Other electrical power needed?

Yes

☒

No

If yes, what?

Wattage needed:

Number of plug-ins needed:

**Water:** Do you need water? Yes ☒ No ☒ If yes, please indicate the needed requirement:

Location of where the water is needed:

**Fireworks:** Do you plan to do fireworks? Yes ☒ No ☒ *\*If yes, please attach your detailed fireworks plan along with all required approval documents from the appropriate local authorities.*

**Police Department:** Do you require police assistance? Yes ☒ No ☒ If yes, please explain:

**Alcohol Sales:** ☒ Yes ☐ No *\*If yes, attach liquor license and liquor liability insurance*

**Cannabis Consumption Area:** ☐ Yes ☒ No *\*If yes, attach Cannabis Consumption License and liability insurance*

### Other Requests:

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

Other

Other

Required Attachments for Application Processing

Insurance Please request the following documentation from your insurance carrier.

| Insurance Type                                                                        | Requirements                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Certificate of Liability Insurance<br>(MUST also be provided by all vendors)          | <ul style="list-style-type: none"><li>Showing a liability coverage of at least \$1,000,000</li><li>Identifying "City of Jackson" &amp; " Jackson Downtown Development Authority" as additional insured</li></ul> |
| Liquor Liability Insurance (if needed)                                                | <ul style="list-style-type: none"><li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li></ul>                                                               |
| Cannabis Liability Insurance (if needed)                                              | <ul style="list-style-type: none"><li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li></ul>                                                               |
| XCU Fireworks Liability Insurance<br>(if needed; required for all fireworks displays) | <ul style="list-style-type: none"><li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li></ul>                                                               |

I am a Level 1 Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.

Event Map Please include all event details and activities on the map for review and processing.

|                    |                            |                                  |                      |
|--------------------|----------------------------|----------------------------------|----------------------|
| Route plan         | Emergency vehicle access   | Requested street closures        | Food Truck Locations |
| Vendor locations   | Dispersal locations        | Requested reserved parking       |                      |
| Tent locations     | Trash Receptacle locations | Requested electrical location    |                      |
| Assembly locations | Bathroom locations         | Alcohol/Cannabis sales locations |                      |

*\*If these details change, a revised map must be provided seven days prior to event.  
Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

X I am a representative of a non-profit organization and respectfully request that the application fee be waived or considered for reduction. **Justification for Fee Waiver** (Please briefly explain financial limitations and community benefits of this event):

This event supports the local economy by bringing hundreds of attendees downtown, increasing foot traffic to nearby restaurants and businesses. As a nonprofit, the Michigan Theatre operates on a limited budget to provide high-quality entertainment at an affordable price. Waiving the fee would help us keep ticket prices low

**\*Note: We want to inform you that adjustments are being made to the City Special Event Application process to align with the demand for City resources and the overtime required to facilitate these events. As part of this process, we will gradually introduce limits and monetary requirements for utilizing city resources.**

## Special Event Application Policy

*Additional charges may incur if policies are broken.*

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Social District: By following these steps and providing thorough documentation, you can effectively incorporate Social District rules into your Special License application, ensuring compliance with MLCC regulations and facilitating a successful event:
  - a. If a non-profit organization seeks a Special License for an event within a Social District's commons area, the local governing body must delineate the specific portions of the commons area to be used exclusively by the Special Licensee and those to be used by Social District permittees. This ensures clear boundaries and prevents overlap between the event and existing Social District activities. Please provide a clear and precise diagram that outlines the designated areas within the commons for both the Special Licensee and the Social District permittees.
  - b. Alcoholic beverages sold by the Special Licensee must be consumed within the area designated for the special event. Similarly, beverages from Social District permittees should remain within their designated zones. Areas must show visual barriers and provide staff to oversee the delineated area.
  - c. Review the MLCC's Special License Application form for any specific sections or questions related to events in Social Districts. Ensure that all relevant information is accurately provided, and any additional requirements are met. The application form can be found here: <https://www.michigan.gov/lara/bureau-list/lcc/faq/social-districts?utm>
8. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
9. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft and does not block any intersections, driveways, or right-of-ways.

## Special Event Application

*Certification and Signature*

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event Application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: Steven R. Tucker

Date: 6/18/2025



**FENCE PERIMETER  
AROUND ARTIST BUSES**

**BACK ENTRANCE  
PEARL STREET**

**BUS PARKING**

**BUS PARKING**

**MICHIGAN  
THEATRE**

**FRONT ENTRANCE  
MECHANIC ST.**

**BAR**



**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 22, 2025

**SUBJECT:** Special Event Application: Jack-O-Lantern Paws Parade Fest 2nd Annual

---

**Recommendation:**

Approve a request from the Jack-Son Signature, LLC to host the Jack-O-Lantern Paws Parade Fest 2nd Annual on October 4, 2025, at Horace Blackman Park in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Jack-O-Lantern Paws Parade Fest 2nd Annual.

I recommend approval of the Special Event Application for the Jack-O-Lantern Paws Parade Fest 2nd Annual. Your consideration and concurrence is appreciated.



## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** DDA Director, DDA Director

**DATE:** July 22, 2025

**RECOMMENDATION:** Approve a request from the Jack-Son Signature, LLC to host the Jack-O-Lantern Paws Parade Fest 2nd Annual on October 4, 2025, at Horace Blackman Park in downtown Jackson.

### ISSUE STATEMENT

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

| DEPARTMENT                         | APPROVAL | DENIAL       | ECONOMIC IMPACT |
|------------------------------------|----------|--------------|-----------------|
| DDA                                | X        |              | \$0.00          |
| Engineering                        | X        |              | \$0.00          |
| Fire                               | X        |              | \$0.00          |
| Neighborhood & Economic Operations | X        |              | \$0.00          |
| Parks & Recreation                 | X        |              | \$0.00          |
| Police                             | X        |              | \$0.00          |
| Public Works                       | X        |              | \$0.00          |
|                                    |          | <b>TOTAL</b> | <b>\$0.00</b>   |

### DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Horace Blackman Park, True Community Stage, power

### OWNERSHIP

Insurance Status: Approval is dependent on the receipt of proper insurance documents.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Jack-Son Signature,LLC to host the Jack-O-Lantern Paws Parade Fest 2nd Annual on October 4, 2025, at Horace Blackman Park in downtown Jackson.

ATTACHMENTS

- 1. SEA-JackOLantern Paws Parade Fest-2nd Annual





## SPECIAL EVENT APPLICATION 2025

Submit your application to [mevans@cityofjackson.org](mailto:mevans@cityofjackson.org) or drop it off at  
City of Jackson Downtown Development Authority: 161 W. Michigan Ave, 5th Floor, Jackson, MI

OFFICE USE ONLY

Application Received:

By: **UE**

Date: **6/23/25**

Fee Rec: **400 \$75**

Date: **6/23/25**

Cash:

Check #: **1019**

Approved through City Council

Yes/No:

Date:

**Application must be submitted 60 days prior to event date**

### Application attachments

The application will not be submitted for approval until all attachments are attained.

☐ Application Fee: Nonrefundable. Cash or check only. Please make checks out to **Downtown Development Authority**

Examples of city resources include, but are not limited to, requests for power, water or fire hydrants, traffic cones, and staging.

☒ Level 1: \$75 (0-1 city resources)

☐ Level 2: \$150 (No road closure, needs 2 city resources) \*Does not include closing Hayes Court

☐ Level 3: \$225 (Road closure, police assistance, needs 3+ city resources)

If you would like to apply for a non-profit/low resource fee waiver, see page 4.

☐ LATE FEE: +\$50 Late/Rush Fee submitted less than 60 days but greater than 30 days. No applications will be accepted less than 30 days from the date of the event.

☐ Insurance documentation for sponsoring organization

☐ Event Map -Please indicate the location of all items (see page 4 for detailed information needed & page 7 for a blank map)

☐ Liquor License & Liquor Liability Insurance (if applicable) See page 5 for details on liquor and the Social District

☐ Cannabis Consumption Area License and Liability insurance (if applicable)

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

☐ Fireworks plan and all required approval documentation from the appropriate authorities (if applicable)

### Applicant Information

**EVENT NAME:** **JACK-O-LANTERN PAWS PARADE FEST 2ND ANNUAL**

Sponsoring Organization Legal Name : **JACK-Son Signature, LLC**

Street Address : **611 HARRIS ST.**

Tax ID# : **86-2551276**

Website : **JACK-SONSIGNATURE.COM**

Contact Name 1 : **Brandy Rangel**

Email: **info@jack-sonsignature.com**

Phone: **517.358.8977**

Contact Name 2 :

Email:

Phone:

Contact Name/Phone# During Event: **Brandy 517.358.8977**

### Event Details

Event Date(s):

Set up Time:

Start Time:

End Time:

Tear Down Time:

**OCT. 4, 2025**

**11 AM**

**1 PM**

**4 PM**

**4 PM**

Has this event occurred before?

☒ Yes

No

If yes, how many previous years?

**1**

What is the expected attendance?

**200**

Do you expect to do this event next year?

☒ Yes

No

### Type of Event Please check all that apply

( Festival )

March/Parade

Walk/Run\*

Other



☐ **Description of Event** This description will be posted on the Special Events Calendar

This is a family friendly community event celebrating Halloween with a fun festive twist. The event is to feature local food vendors, small business booths, and a dog friendly Halloween costume contest and parade. This event is designed to bring pet lovers & families together in a safe outdoor setting that promotes community connection and local business support.

☐ **Event Location** Please include the location on the map

☒ Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

☒ TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park  
\*requires Ella Sharp Board approval

Other Location

☐ **Requested Street Closure(s)** Please include all requested street closures on the map. **Note that street closures require an anticipated attendance of at least 3,000**

|                     |                 |                   |
|---------------------|-----------------|-------------------|
| Street Name:        | Cross Street 1: | Cross Street 2:   |
| Closure Start Date: | Time:           | Closure End Date: |
|                     |                 | Time:             |

|                     |                 |                   |
|---------------------|-----------------|-------------------|
| Street Name:        | Cross Street 1: | Cross Street 2:   |
| Closure Start Date: | Time:           | Closure End Date: |
|                     |                 | Time:             |

|                     |                 |                   |
|---------------------|-----------------|-------------------|
| Street Name:        | Cross Street 1: | Cross Street 2:   |
| Closure Start Date: | Time:           | Closure End Date: |
|                     |                 | Time:             |

|                     |                 |                   |
|---------------------|-----------------|-------------------|
| Street Name:        | Cross Street 1: | Cross Street 2:   |
| Closure Start Date: | Time:           | Closure End Date: |
|                     |                 | Time:             |

|                     |                 |                   |
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|                     |                 | Time:             |

|                     |                 |                   |
|---------------------|-----------------|-------------------|
| Street Name:        | Cross Street 1: | Cross Street 2:   |
| Closure Start Date: | Time:           | Closure End Date: |
|                     |                 | Time:             |

☐ **Bathroom Plan** Please include bathroom locations on the map

**Facilities:** How many restrooms/portable toilets will be provided, including ADA options?

2

**Service Provider:** Who will supply and service the restrooms (name/contact)?

Brandy 517-358-8977

**Placement:** Where will restrooms be located? \*Please include locations on the map

Bucky Harris Park



## Waste Management Plan Please include garbage locations on the map

\*If the area of your event is not cleaned up, you will be invoiced the cost of services.

**Collection:** How will garbage be managed during and after the event?

By my Company

**Service Provider:** Who is responsible for waste removal (name/contact)?

Brandy 517.358.8977

**Reciprocals:** How many bins will be provided? \*Please include locations on the map

For large events, how many roll-offs?

what's already in T.C. Square

**Cleanup:** Who will handle post-event cleanup?

Brandy

**Additional notes:**

## Other City Resource Requests \*Include all extra resources on map

**Electrical Power:** Do you need electrical power?

☒ Yes

☐ No

**\*\*All electrical lines MUST be properly covered to minimize tripping hazards\*\***

**Will you have food trucks?**

Please add food truck names and locations on the map.

☒ Yes

☐ No

If yes, how many food trucks do you anticipate?

1-3

Using generators?

Yes

☐ No

Do you need to rent power boxes for the food trucks?

Yes

☒ No

If yes, how many?

\$25 per box rental cost (adapters included)

**Will you have Vendors/ Other food on site?**

☒ Yes

☐ No

If yes, how many?

1-3

Using generators?

Yes

☒ No

Do you need to rent power boxes?

Yes

☐ No

If yes, how many?

\$25 per box rental cost (adapters included)

**Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)?**

Yes

☒ No

If yes, what?

Using generators?

Yes

☐ No

Do you need to rent power boxes?

Yes

☐ No

If yes, how many?

\$25 per box rental cost (adapters included)

**Other electrical power needed?**

☒ Yes

☐ No

If yes, what?

for lights or warmers maybe

Wattage needed:

Number of plug-ins needed:

unknown

**Water:** Do you need water?

Yes

☒ No

If yes, please indicate the needed requirement:

Location of where the water is needed:

**Fireworks:** Do you plan to do fireworks?

Yes

☒ No

*\*If yes, please attach your detailed fireworks plan along with all required approval documents from the appropriate local authorities.*

**Police Department:** Do you require police assistance?

Yes

☒ No

If yes, please explain:

**Alcohol Sales:**

Yes

☒ No

*\*If yes, attach liquor license and liquor liability insurance*

**Cannabis Consumption Area:**

Yes

☒ No

*\*If yes, attach Cannabis Consumption License and liability insurance*

**Other Requests:**

N/A

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

Other

Other



## Required Attachments for Application Processing

### ☐ Insurance *Please request the following documentation from your insurance carrier.*

| Insurance Type                                                                        | Requirements                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Certificate of Liability Insurance<br>(MUST also be provided by all vendors)          | <ul style="list-style-type: none"> <li>Showing a liability coverage of at least \$1,000,000</li> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul> |
| Liquor Liability Insurance (if needed)                                                | <ul style="list-style-type: none"> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul>                                                               |
| Cannabis Liability Insurance (if needed)                                              | <ul style="list-style-type: none"> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul>                                                               |
| XCU Fireworks Liability Insurance<br>(if needed; required for all fireworks displays) | <ul style="list-style-type: none"> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul>                                                               |

I am a Level 1 Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.

### ☐ Event Map *Please include **all event details** and activities on the map for review and processing.*

|                    |                            |                                  |                      |
|--------------------|----------------------------|----------------------------------|----------------------|
| Route plan         | Emergency vehicle access   | Requested street closures        | Food Truck Locations |
| Vendor locations   | Dispersal locations        | Requested reserved parking       |                      |
| Tent locations     | Trash Receptacle locations | Requested electrical location    |                      |
| Assembly locations | Bathroom locations         | Alcohol/Cannabis sales locations |                      |

*\*If these details change, a revised map must be provided seven days prior to event.  
Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

Additional Comments:



## Special Event Application Policy

*Additional charges may incur if policies are broken.*

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
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  - a. If a non-profit organization seeks a Special License for an event within a Social District's commons area, the local governing body must delineate the specific portions of the commons area to be used exclusively by the Special Licensee and those to be used by Social District permittees. This ensures clear boundaries and prevents overlap between the event and existing Social District activities. Please provide a clear and precise diagram that outlines the designated areas within the commons for both the Special Licensee and the Social District permittees.
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8. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
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## Special Event Application

*Certification and Signature*

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event Application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.



**PLEASE READ AND BE FAMILIAR WITH YOUR RESPONSIBILITIES, BEST PRACTICES, AND GUIDELINES, FOR EVENTS DOWNTOWN JACKSON AND THE CITY OF JACKSON, MICHIGAN.**

## EVENT ORGANIZER RESPONSIBILITIES

- 01** Send out vendor guidelines. It is your responsibility to communicate these guidelines and adhere to them.
- 02** Keep fire hydrants and emergency lanes clear.
- 03** Inform downtown businesses of any street closures and times of closures.
- 04** If you need additional resources you will have to go through the application process again. The city can no longer accommodate changes to the application after approval. If you are adding to your event, please fill out another application within the timeline.
- 05** The event organizer is responsible for ensuring that adequate trash management (not city trash cans) and restroom facilities are provided, appropriate to the anticipated number of attendees.

## VENDOR & PARTICIPANT GUIDELINES CITY OF JACKSON

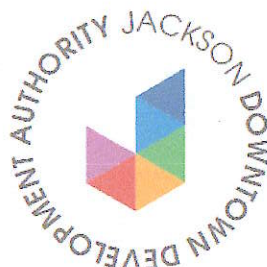
INCLUDES ANY CITY PROPERTY  
PARKS - STREETS - SIDEWALKS - PARKING LOTS - PAVILIONS

- 01** No stakes, yard signs, or anything that punctures the ground.  
We have sprinkler systems in the parks and wood chipped gardens.
- 02** Need electricity?  
Ask your event coordinator in plenty of time before the event. We have some power throughout the city, but you will need to coordinate ahead of time to be able to use it. \*\*Plugs at the base of the trees CANNOT be used. Usage will blow a fuse.
- 03** Tents and inflatables must be weighed down. No stakes, please!  
Downtown is often windy! Stakes are not allowed due to the sprinkler system.
- 04** Please clean up after yourself.  
We take pride in our downtown but it takes the work of everyone to keep it looking nice. Please dispose of any trash and take what you brought.
- 05** If you need to drive in the park, stay on the sidewalks.  
Cars on the grass will damage our sprinkler system!
- 06** Please set up and tear down within the parameters your event organizer has given you.
- 07** Glitter and confetti are prohibited at all events.

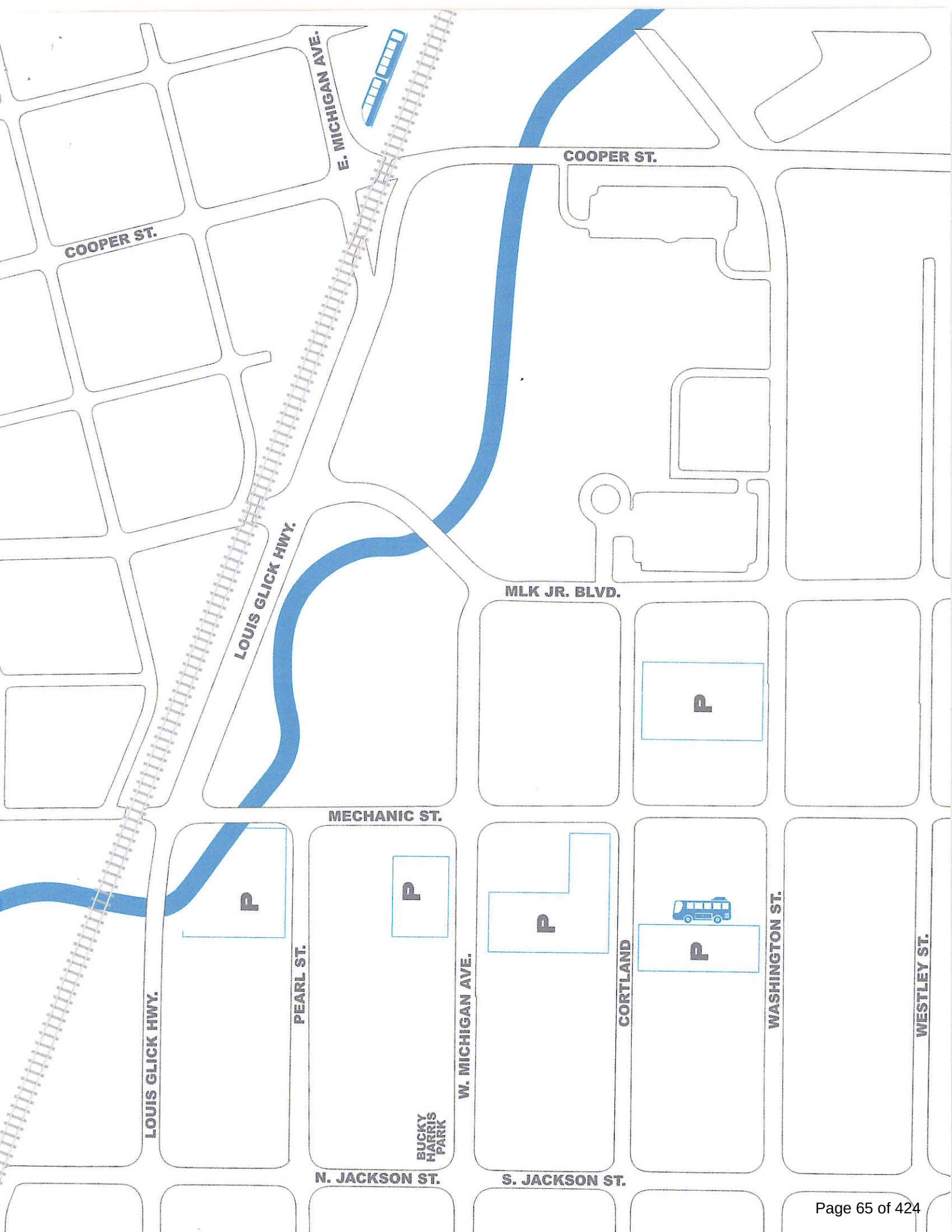
### ADDITIONAL SAFETY NOTES AS APPLICABLE:

- Keep fire hydrants and emergency lanes clear
- Ear Muffs
- Safety Glasses
- Masker
- Respirator
- Face Shield
- Safety Harness
- Safety Belt
- Gloves
- Boots

CITY OF  
**JACKSON**  
MICHIGAN







COOPER ST.

E. MICHIGAN AVE.

COOPER ST.

LOUIS GLICK HWY.

MLK JR. BLVD.

MECHANIC ST.

LOUIS GLICK HWY.

PEARL ST.

W. MICHIGAN AVE.

CORTLAND

WASHINGTON ST.

WESTLEY ST.

N. JACKSON ST.

S. JACKSON ST.

BUCKY HARRIS PARK



**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 22, 2025

**SUBJECT:** Special Event Application: Alzheimer's Association Walk to End Alzheimer's Jackson

---

**Recommendation:**

Approve a request from the Alzheimer's Disease & Related Disorders Association to host the Alzheimer's Association Walk to End Alzheimer's Jackson on October 11, 2025, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Alzheimer's Association Walk to End Alzheimer's Jackson.

I recommend approval of the Special Event Application for the Alzheimer's Association Walk to End Alzheimer's Jackson. Your consideration and concurrence is appreciated.





## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** DDA Director, DDA Director

**DATE:** July 22, 2025

**RECOMMENDATION:** Approve a request from the Alzheimer's Disease & Related Disorders Association to host the Alzheimer's Association Walk to End Alzheimer's Jackson on October 11, 2025, in downtown Jackson.

### ISSUE STATEMENT

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

| DEPARTMENT                         | APPROVAL | DENIAL       | ECONOMIC IMPACT |
|------------------------------------|----------|--------------|-----------------|
| DDA                                | X        |              | \$0.00          |
| Engineering                        | X        |              | \$0.00          |
| Fire                               | X        |              | \$0.00          |
| Neighborhood & Economic Operations | X        |              | \$0.00          |
| Parks & Recreation                 | X        |              | \$0.00          |
| Police                             | X        |              | \$127.00        |
| Public Works                       | X        |              | \$200.00        |
|                                    |          | <b>TOTAL</b> | <b>\$327.00</b> |

### DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Street closure, Horace Blackman Park, power

### OWNERSHIP

Insurance Status: Approval is dependent on the receipt of proper insurance documents.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Alzheimer's Disease & Related Disorders Association to host the Alzheimer's Association Walk to End Alzheimer's Jackson on October 11, 2025, in downtown Jackson.

ATTACHMENTS

- 1. Alzheimer's Association Walk to End Alzheimers Jackson



By: M. Evans Date: 4/1/25  
 Fee Rec: \_\_\_\_\_ Date: \_\_\_\_\_  
 Cash: \_\_\_\_\_ Check #: \_\_\_\_\_  
 Approved through City Council  
 Yes/No: \_\_\_\_\_ Date: \_\_\_\_\_

## SPECIAL EVENT APPLICATION 2025

Submit your application to [mevans@cityofjackson.org](mailto:mevans@cityofjackson.org) or drop it off at  
 City of Jackson Downtown Development Authority: 161 W. Michigan Ave, 5th Floor, Jackson, MI

**Application must be submitted 60 days prior to event date**

### Application attachments

The application will not be submitted for approval until all attachments are attained.

☐ Application Fee: Nonrefundable. Cash or check only. Please make checks out to **Downtown Development Authority**

☐ Level 1: \$75 (0-1 city resources)

*Examples of city resources include, but are not limited to, requests for power, water or fire hydrants, traffic cones, and staging.*

☒ Level 2: \$150 (No road closure, needs 2 city resources) \*Does not include closing Hayes Court

☐ Level 3: \$225 (Road closure, police assistance, needs 3+ city resources)

If you would like to apply for a non-profit/low resource fee waiver, see page 4.

☐ LATE FEE: +\$50 Late/Rush Fee submitted less than 60 days but greater than 30 days. No applications will be accepted less than 30 days from the date of the event.

☐ Insurance documentation for sponsoring organization

☐ Event Map -Please indicate the location of all items (see page 4 for detailed information needed & page 7 for a blank map)

☐ Liquor License & Liquor Liability Insurance (if applicable) See page 5 for details on liquor and the Social District

☐ Cannabis Consumption Area License and Liability insurance (if applicable)

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

☐ Fireworks plan and all required approval documentation from the appropriate authorities (if applicable)

### Applicant Information

**EVENT NAME:** Alzheimer's Association Walk to End Alzheimer's - Jackson

Sponsoring Organization Legal Name : Alzheimer's Disease & Related Disorders Association, INC. Alzheimer's Disease & Related

Street Address : 225 N. Michigan Ave, Floor 17, Chicago IL 60601

Tax ID# : 13-3039609

Website : \_\_\_\_\_

Contact Name 1 : Sue Prynn

Email: smprynn@alz.org

Phone: 734.548.9085

Contact Name 2 : Shelly Robertson

Email: shrobertson@alz.org

Phone: (248) 996-1044 x 95

Contact Name/Phone# During Event: Sue Prynn / 313.522.5813

### Event Details

Event Date(s): \_\_\_\_\_ Set up Time: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ Tear Down Time: \_\_\_\_\_

10/11/2025

6:30 a.m.

10 a.m.

1 p.m.

1 p.m. - 2:30 p.m.

Has this event occurred before? ☒ Yes ☐ No If yes, how many previous years? 29

What is the expected attendance? 200

Do you expect to do this event next year?

Yes

No

### Type of Event Please check all that apply

☐ Festival

☐ March/Parade

☒ Walk/Run\*

☐ Other \_\_\_\_\_

**\*Downtown 5K/10K's:** Even with City Council approval, the proposed route cannot be guaranteed due to ongoing construction, which may require adjustments to the course. We recommend considering Ella Sharp Park as an alternative to downtown streets.



## ☐ Description of Event This description will be posted on the Special Events Calendar

The Jackson Walk to End Alzheimer's is a family-friendly fundraising event where about 200 participants support the Alzheimer's Association year-round. On October 11th, they'll gather at Horace Blackman Park to honor loved ones, caregivers, and the mission: To Be A World Without Alzheimer's and Other Dementias. The walk features 1-mile and 2-mile routes through Downtown Jackson, highlighting Bright Walls. Participants enjoy refreshments, sponsor exhibits, and live entertainment before the opening ceremony at 11:00 AM.

## ☐ Event Location Please include the location on the map

☒ Horace Blackman Park      ☐ Bucky Harris Park      ☐ MLK Equality Trail  
☐ TRUE City Square Stage      ☐ Grand River Farmers Market Pavilion      ☐ Ella Sharp Park  
\*requires Ella Sharp Board approval  
☐ Other Location

## ☐ Requested Street Closure(s) Please include all requested street closures on the map. **Note that street closures require an anticipated attendance of at least 3,000**

Street Name: Hayes Court (Both Ends)      Cross Street 1: Michigan      Cross Street 2: Pearl  
Closure Start Date: 10/11/25      Time: 7 a.m. -      Closure END Date: 10/11/25      Time: 2 p.m.

Street Name:       Cross Street 1:       Cross Street 2:   
Closure Start Date:       Time:       Closure Start Date:       Time:

Street Name:       Cross Street 1:       Cross Street 2:   
Closure Start Date:       Time:       Closure Start Date:       Time:

Street Name:       Cross Street 1:       Cross Street 2:   
Closure Start Date:       Time:       Closure Start Date:       Time:

Street Name:       Cross Street 1:       Cross Street 2:   
Closure Start Date:       Time:       Closure Start Date:       Time:

Street Name:       Cross Street 1:       Cross Street 2:   
Closure Start Date:       Time:       Closure Start Date:       Time:

## ☒ Bathroom Plan Please include bathroom locations on the map

**Facilities:** How many restrooms/portable toilets will be provided, including ADA options? 2, both are ADA

**Service Provider:** Who will supply and service the restrooms (name/contact)? All American Portable/ Tori Fox (517) 764-7888

**Placement:** Where will restrooms be located? \*Please include locations on the map On sidewalk closest to Hayes and Pearl

**Additional Notes:**

**Bucky Harris Park Bathrooms Use:** Request a key at City Hall, Parks & Rec, 161 W. Michigan Ave., 5th Floor with a \$75 refundable deposit and state ID. You must unlock and lock the bathroom doors before and after the event.





## Waste Management Plan

Please include garbage locations on the map

\*If the area of your event is not cleaned up, you will be invoiced the cost of services.

**Collection:** How will garbage be managed during and after the event? We have 5 cardboard disposable garbage boxes that will be taken away by us at the end of the event.

**Service Provider:** Who is responsible for waste removal (name/contact)?

**Reciprocals:** How many bins will be provided? \*Please include locations on the map 5  
For large events, how many roll-offs?

**Cleanup:** Who will handle post-event cleanup? Alzheimer's Association Staff

**Additional notes:** We have 5 cardboard disposable garbage boxes placed around Horace Blackman Park that will be taken away by us at the end of the event.



## Other City Resource Requests

\*Include all extra resources on map

**Electrical Power:** Do you need electrical power? ☒ Yes ☐ No

**\*\*All electrical lines MUST be properly covered to minimize tripping hazards \*\***

### Will you have food trucks?

Please add food truck names and locations on the map.

Yes ☒ No ☐ If yes, how many food trucks do you anticipate?

Using generators? Yes ☐ No ☐

Do you need to rent power boxes for the food trucks? Yes ☐ No ☐  
\$25 per box rental cost (adapters included)

If yes, how many?

### Will you have Vendors/ Other food on site?

Yes ☒ No ☐

If yes, how many? 10

Using generators? Yes ☐ No ☒

Do you need to rent power boxes for the food trucks? Yes ☐ No ☒  
\$25 per box rental cost (adapters included)

If yes, how many?

### Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)?

Yes ☒ No ☐ If yes, what?

Using generators? Yes ☐ No ☐

Do you need to rent power boxes for the food trucks? Yes ☐ No ☐  
\$25 per box rental cost (adapters included)

If yes, how many?

### Other electrical power needed?

Yes ☒ No ☐

If yes, what? Electricity boxes used CP Federal City Square

Wattage needed:

Number of plug-ins needed:

**Water:** Do you need water? Yes ☒ No ☐

Yes ☒ No ☐

If yes, please indicate the needed requirement:

Location of where the water is needed:

**Fireworks:** Do you plan to do fireworks? Yes ☒ No ☐

Yes ☒ No ☐

**\*If yes, please attach your detailed fireworks plan along with all required approval documents from the appropriate local authorities.**

**Police Department:** Do you require police assistance? Yes ☒ No ☐

Yes ☒ No ☐

If yes, please explain: Needed for rolling street closures while participants are walking.

**Alcohol Sales:**

Yes ☒ No ☐

**\*If yes, attach liquor license and liquor liability insurance**

**Cannabis Consumption Area:**

Yes ☒ No ☐

**\*If yes, attach Cannabis Consumption License and liability insurance**

**Other Requests:**

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

Other

Other



## Required Attachments for Application Processing

**Insurance** Please request the following documentation from your insurance carrier.

| Insurance Type                                                                        | Requirements                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Certificate of Liability Insurance<br>(MUST also be provided by all vendors)          | <ul style="list-style-type: none"> <li>Showing a liability coverage of at least \$1,000,000</li> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul> |
| Liquor Liability Insurance (if needed)                                                | <ul style="list-style-type: none"> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul>                                                               |
| Cannabis Liability Insurance (if needed)                                              | <ul style="list-style-type: none"> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul>                                                               |
| XCU Fireworks Liability Insurance<br>(if needed; required for all fireworks displays) | <ul style="list-style-type: none"> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul>                                                               |

I am a Level 1 Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.

**Event Map** Please include **all event details** and activities on the map for review and processing.

|                    |                            |                                  |                      |
|--------------------|----------------------------|----------------------------------|----------------------|
| Route plan         | Emergency vehicle access   | Requested street closures        | Food Truck Locations |
| Vendor locations   | Dispersal locations        | Requested reserved parking       |                      |
| Tent locations     | Trash Receptacle locations | Requested electrical location    |                      |
| Assembly locations | Bathroom locations         | Alcohol/Cannabis sales locations |                      |

*\*If these details change, a revised map must be provided seven days prior to event.  
Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

I am a representative of a non-profit organization and respectfully request that the application fee be waived or considered for reduction. **Justification for Fee Waiver** (Please briefly explain financial limitations and community benefits of this event):

**\*Note: We want to inform you that adjustments are being made to the City Special Event Application process to align with the demand for City resources and the overtime required to facilitate these events. As part of this process, we will gradually introduce limits and monetary requirements for utilizing city resources.**



## Special Event Application Policy

*Additional charges may incur if policies are broken.*

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Social District: By following these steps and providing thorough documentation, you can effectively incorporate Social District rules into your Special License application, ensuring compliance with MLCC regulations and facilitating a successful event:
  - a. If a non-profit organization seeks a Special License for an event within a Social District's commons area, the local governing body must delineate the specific portions of the commons area to be used exclusively by the Special Licensee and those to be used by Social District permittees. This ensures clear boundaries and prevents overlap between the event and existing Social District activities. Please provide a clear and precise diagram that outlines the designated areas within the commons for both the Special Licensee and the Social District permittees.
  - b. Alcoholic beverages sold by the Special Licensee must be consumed within the area designated for the special event. Similarly, beverages from Social District permittees should remain within their designated zones. Areas must show visual barriers and provide staff to oversee the delineated area.
  - c. Review the MLCC's Special License Application form for any specific sections or questions related to events in Social Districts. Ensure that all relevant information is accurately provided, and any additional requirements are met. The application form can be found here: <https://www.michigan.gov/lara/bureau-list/lcc/fag/social-districts?utm>
8. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
9. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft and does not block any intersections, driveways, or right-of-ways.

## Special Event Application

*Certification and Signature*

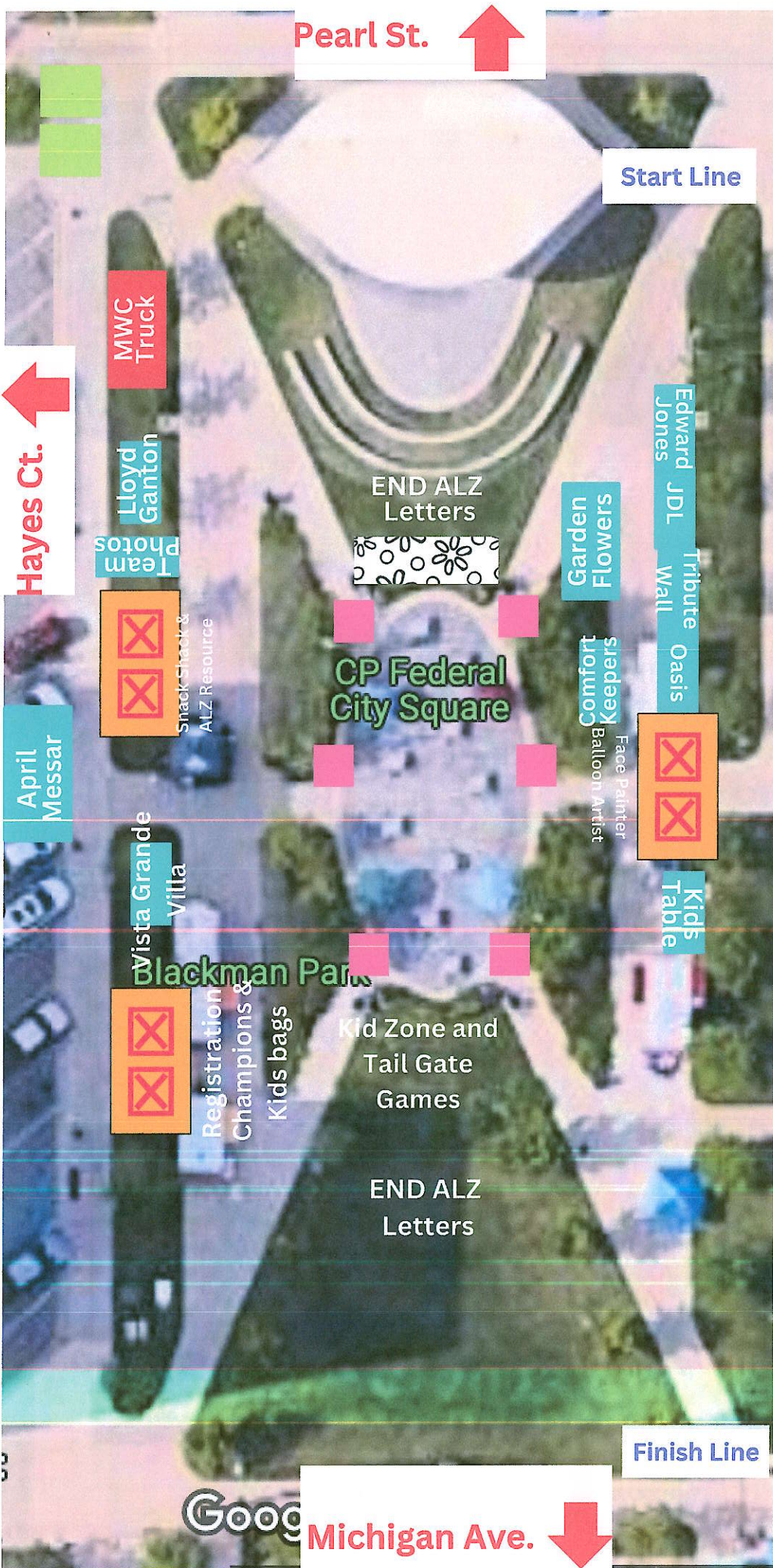
1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event Application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: **Sue Prynn**

Digitally signed by Sue Prynn  
Date: 2025.04.01 13:00:53 -04'00'

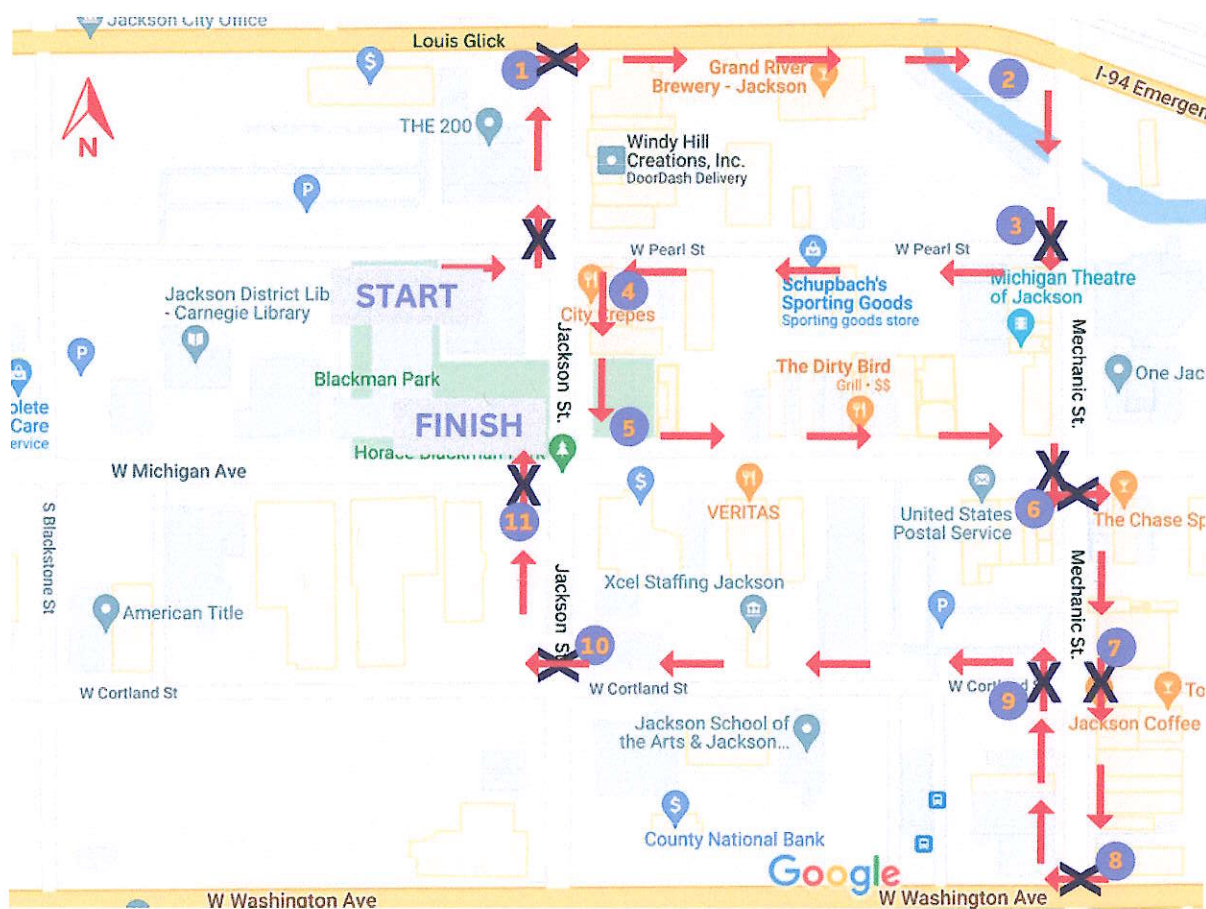
Date: 4/1/25





-  = 10 x 20 Tent
-  = Restrooms
-  = Tables with chairs
-  = Promise Garden
-  = MWC Truck
-  = additional garbage cans





### Route:

- Exit to the **North** side of the Park to the **RIGHT** of the amphitheater heading east on W. Pearl St. towards Jackson St.
- Turn **LEFT** at the corner of Jackson St. and Pearl St. and **CROSS** W. Pearl St.
- Head north on Jackson St. to Louis Glick Hwy.
- Turn **RIGHT** at Louis Glick Hwy and **CROSS** Jackson St.
- Head east on Louis Glick Hwy. to Mechanic St. Turn **RIGHT** at Mechanic St. (DO NOT CROSS STREET.) Head south on Mechanic towards W. Pearl St.
- **CROSS** W. Pearl St and then turn **RIGHT** and head west on W. Pearl St. towards Jackson St.
- Turn **LEFT** at Jackson St. and Turn **LEFT** on W. Michigan Ave (DO NOT CROSS STREET) and head west towards Mechanic St
- Turn **RIGHT** at Mechanic St. and **CROSS** W. Michigan Ave.
- Turn **LEFT** and **CROSS** street at Mechanic St. then turn **RIGHT** and head south on Mechanic towards Cortland St.
- **CROSS** Cortland St. and continue south towards W. Washington Ave.
- Turn **RIGHT** at W. Washington Ave. AND **CROSS** Mechanic St.
- Turn **RIGHT** and head north on Mechanic St. towards Cortland St.
- **CROSS** Cortland St. and Turn **LEFT** and head west on Cortland St. toward Jackson St.
- **CROSS** street at Jackson St. and turn **RIGHT** heading north towards W. Michigan Ave.
- **CROSS** street at W. Michigan Ave. and head back to Horace Blackman Park to **FINISH LINE!**

➔ = Walkers will cross the street.

● = We will provide Route Marshalls



**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 22, 2025

**SUBJECT:** Special Event Application: Central Michigan Team Hope Walk

---

**Recommendation:**

Approve a request from the Huntington's Disease Society of America Upper Great Lakes Region to host the Central Michigan Team Hope Walk on October 11, 2025, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Central Michigan Team Hope Walk.

I recommend approval of the Special Event Application for the Central Michigan Team Hope Walk. Your consideration and concurrence is appreciated.





## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** DDA Director, DDA Director

**DATE:** July 22, 2025

**RECOMMENDATION:** Approve a request from the Huntington's Disease Society of America Upper Great Lakes Region to host the Central Michigan Team Hope Walk on October 11, 2025, in downtown Jackson.

### ISSUE STATEMENT

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

| DEPARTMENT                         | APPROVAL | DENIAL | ECONOMIC IMPACT |
|------------------------------------|----------|--------|-----------------|
| DDA                                | X        |        | \$0.00          |
| Engineering                        | X        |        | \$0.00          |
| Fire                               | X        |        | \$0.00          |
| Neighborhood & Economic Operations | X        |        | \$0.00          |
| Parks & Recreation                 | X        |        | \$0.00          |
| Police                             | X        |        | \$0.00          |
| Public Works                       | X        |        | \$0.00          |
| <b>TOTAL</b>                       |          |        | <b>\$0.00</b>   |

### DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Using city sidewalks downtown

### OWNERSHIP

Insurance Status: The insurance is on file with the City Attorney and the Downtown Development Authority.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Huntington's Disease Society of America Upper Great Lakes Region to host the Central Michigan Team Hope Walk on October 11, 2025, in downtown Jackson.

ATTACHMENTS

- 1. SEA-Central Michigan Team Hope Walk Updated



By: M. Evans Date: 3/6/25

Fee Rec: Date:

Cash: Check #:

Approved through City Council

Yes/No: Date:

## SPECIAL EVENT APPLICATION 2025

Submit your application to [mevans@cityofjackson.org](mailto:mevans@cityofjackson.org) or drop it off at  
City of Jackson Downtown Development Authority: 161 W. Michigan Ave, 5th Floor, Jackson, MI

**Application must be submitted 60 days prior to event date**

### Application attachments

The application will not be submitted for approval until all attachments are attained.

☐ Application Fee: Nonrefundable. Cash or check only. Please make checks out to **Downtown Development Authority**

*Examples of city resources include, but are not limited to, requests for power, water or fire hydrants, traffic cones, and staging.*

☐ Level 1: \$75 (0-1 city resources)

☐ Level 2: \$150 (No road closure, needs 2 city resources) \*Does not include closing Hayes Court

☐ Level 3: \$225 (Road closure, police assistance, needs 3+ city resources)

If you would like to apply for a non-profit/low resource fee waiver, see page 4.

☐ LATE FEE: +\$50 Late/Rush Fee submitted less than 60 days but greater than 30 days. No applications will be accepted less than 30 days from the date of the event.

☐ Insurance documentation for sponsoring organization

☐ Event Map –Please indicate the location of all items (see page 4 for detailed information needed & page 7 for a blank map)

☐ Liquor License & Liquor Liability Insurance (if applicable) See page 5 for details on liquor and the Social District

☐ Cannabis Consumption Area License and Liability insurance (if applicable)

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

☐ Fireworks plan and all required approval documentation from the appropriate authorities (if applicable)

## Applicant Information

**EVENT NAME:** Central Michigan Team Hope Walk

Sponsoring Organization Legal Name : Huntington's Disease Society of America - Upper Great Lakes Region

Street Address : PO Box 72 Richland, MI 49083

Tax ID# : 13-3349872

Website : [www.hdsa.org](http://www.hdsa.org)

Contact Name 1 : Deb Boyd Email: [dboyd@hdsa.org](mailto:dboyd@hdsa.org) Phone: 269-629-5452

Contact Name 2 : Chauntay Reynolds Email: [cah010692@gmail.com](mailto:cah010692@gmail.com) Phone: 517-812-9263

Contact Name/Phone# During Event: Chauntay 517-812-9263 & Justin Reynolds 517-795-3333

## Event Details

Event Date(s): Set up Time: Start Time: End Time: Tear Down Time:

October 11th, 2025 10a 11a 2p 2-2:30p

Has this event occurred before? ☒ Yes ☐ No If yes, how many previous years? 2

What is the expected attendance? 250 Do you expect to do this event next year? ☒ Yes ☐ No

## Type of Event Please check all that apply

☐ Festival ☐ March/Parade ☒ Walk/Run\* ☐ Other

**\*Downtown 5K/10K's:** Even with City Council approval, the proposed route cannot be guaranteed due to ongoing construction, which may require adjustments to the course. We recommend considering Ella Sharp Park as an alternative to downtown streets.

## Description of Event

This description will be posted on the Special Events Calendar

Family friendly fun walk – with music, food, raffles, & more! Come walk around & enjoy the beautiful murals while raising funds and awareness for Huntington's Disease

Huntington's disease (HD) is a fatal genetic disorder that causes the progressive breakdown of nerve cells in the brain. It deteriorates a person's physical and mental abilities during their prime working years and has no cure. Every child of a parent with HD has a 50/50 chance of carrying the faulty gene that causes HD. Today, there are 41,000 symptomatic Americans and more than 200,000 at-risk of inheriting the disease.

## Event Location

Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park  
*\*requires Ella Sharp Board approval*

☒ Other Location Participants will be walking on city sidewalks on one of three routes.

## Requested Street Closure(s)

Please include all requested street closures on the map. **Note that street closures require an anticipated attendance of at least 3,000**

Street Name:  Cross Street 1:  Cross Street 2:   
Closure Start Date:  Time:  Closure Start Date:  Time:

Street Name:  Cross Street 1:  Cross Street 2:   
Closure Start Date:  Time:  Closure Start Date:  Time:

Street Name:  Cross Street 1:  Cross Street 2:   
Closure Start Date:  Time:  Closure Start Date:  Time:

Street Name:  Cross Street 1:  Cross Street 2:   
Closure Start Date:  Time:  Closure Start Date:  Time:

Street Name:  Cross Street 1:  Cross Street 2:   
Closure Start Date:  Time:  Closure Start Date:  Time:

Street Name:  Cross Street 1:  Cross Street 2:   
Closure Start Date:  Time:  Closure Start Date:  Time:

## Bathroom Plan

Please include bathroom locations on the map

**Facilities:** How many restrooms/portable toilets will be provided, including ADA options?

**Service Provider:** Who will supply and service the restrooms (name/contact)?

**Placement:** Where will restrooms be located? *\*Please include locations on the map*

**Additional Notes:** Bathrooms provided at the Michigan Theatre.

**Bucky Harris Park Bathrooms Use:** Request a key at City Hall, Parks & Rec, 161 W. Michigan Ave., 5th Floor with a \$75 refundable deposit and state ID. You must unlock and lock the bathroom doors before and after the event.



## Waste Management Plan Please include garbage locations on the map

\*If the area of your event is not cleaned up, you will be invoiced the cost of services.

**Collection:** How will garbage be managed during and after the event?

**Service Provider:** Who is responsible for waste removal (name/contact)?

**Reciprocals:** How many bins will be provided? *\*Please include locations on the map*  
*For large events, how many roll-offs?*

**Cleanup:** Who will handle post-event cleanup?

**Additional notes:** Waste management provided by the Michigan Theatre.

## Other City Resource Requests \*Include all extra resources on map

**Electrical Power:** Do you need electrical power? ☐ Yes ☒ No **\*\*All electrical lines MUST be properly covered to minimize tripping hazards\*\***

### Will you have food trucks?

*Please add food truck names and locations on the map.*

☐ Yes

☒ No

If yes, how many food trucks do you anticipate?

Using generators?

☐ Yes

☐ No

Do you need to rent power boxes for the food trucks?  
\$25 per box rental cost (adapters included)

☐ Yes

☐ No

If yes, how many?

### Will you have Vendors/ Other food on site?

☐ Yes

☒ No

If yes, how many?

Using generators?

☐ Yes

☐ No

Do you need to rent power boxes for the food trucks?  
\$25 per box rental cost (adapters included)

☐ Yes

☐ No

If yes, how many?

### Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)?

☐ Yes

☒ No

If yes, what?

Using generators?

☐ Yes

☐ No

Do you need to rent power boxes for the food trucks?  
\$25 per box rental cost (adapters included)

☐ Yes

☐ No

If yes, how many?

### Other electrical power needed?

☐ Yes

☒ No

If yes, what?

Wattage needed:

Number of plug-ins needed:

**Water:** Do you need water? ☐ Yes ☒ No If yes, please indicate the needed requirement:

Location of where the water is needed:

**Fireworks:** Do you plan to do fireworks? ☐ Yes ☒ No *\*If yes, please attach your detailed fireworks plan along with all required approval documents from the appropriate local authorities.*

**Police Department:** Do you require police assistance? ☐ Yes ☒ No If yes, please explain:

**Alcohol Sales:** ☐ Yes ☒ No *\*If yes, attach liquor license and liquor liability insurance*

**Cannabis Consumption Area:** ☐ Yes ☒ No *\*If yes, attach Cannabis Consumption License and liability insurance*

### Other Requests:

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

Other

Other

## Required Attachments for Application Processing

### Insurance *Please request the following documentation from your insurance carrier.*

| Insurance Type                                                                        | Requirements                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Certificate of Liability Insurance<br>(MUST also be provided by all vendors)          | <ul style="list-style-type: none"> <li>Showing a liability coverage of at least \$1,000,000</li> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul> |
| Liquor Liability Insurance (if needed)                                                | <ul style="list-style-type: none"> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul>                                                               |
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I am a Level 1 Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.

### Event Map *Please include **all event details** and activities on the map for review and processing.*

|                    |                            |                                  |                      |
|--------------------|----------------------------|----------------------------------|----------------------|
| Route plan         | Emergency vehicle access   | Requested street closures        | Food Truck Locations |
| Vendor locations   | Dispersal locations        | Requested reserved parking       |                      |
| Tent locations     | Trash Receptacle locations | Requested electrical location    |                      |
| Assembly locations | Bathroom locations         | Alcohol/Cannabis sales locations |                      |

*\*If these details change, a revised map must be provided seven days prior to event.*

*Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

☒ I am a representative of a non-profit organization and respectfully request that the application fee be waived or considered for reduction. **Justification for Fee Waiver** (Please briefly explain financial limitations and community benefits of this event):

Please consider waiving the fee for this application as our event funds research and helps families affected by Huntington's Disease. We require no city resources in lieu of this.

**\*Note: We want to inform you that adjustments are being made to the City Special Event Application process to align with the demand for City resources and the overtime required to facilitate these events. As part of this process, we will gradually introduce limits and monetary requirements for utilizing city resources.**

## Special Event Application Policy

*Additional charges may incur if policies are broken.*

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Social District: By following these steps and providing thorough documentation, you can effectively incorporate Social District rules into your Special License application, ensuring compliance with MLCC regulations and facilitating a successful event:
  - a. If a non-profit organization seeks a Special License for an event within a Social District's commons area, the local governing body must delineate the specific portions of the commons area to be used exclusively by the Special Licensee and those to be used by Social District permittees. This ensures clear boundaries and prevents overlap between the event and existing Social District activities. Please provide a clear and precise diagram that outlines the designated areas within the commons for both the Special Licensee and the Social District permittees.
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8. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
9. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft and does not block any intersections, driveways, or right-of-ways.

## Special Event Application

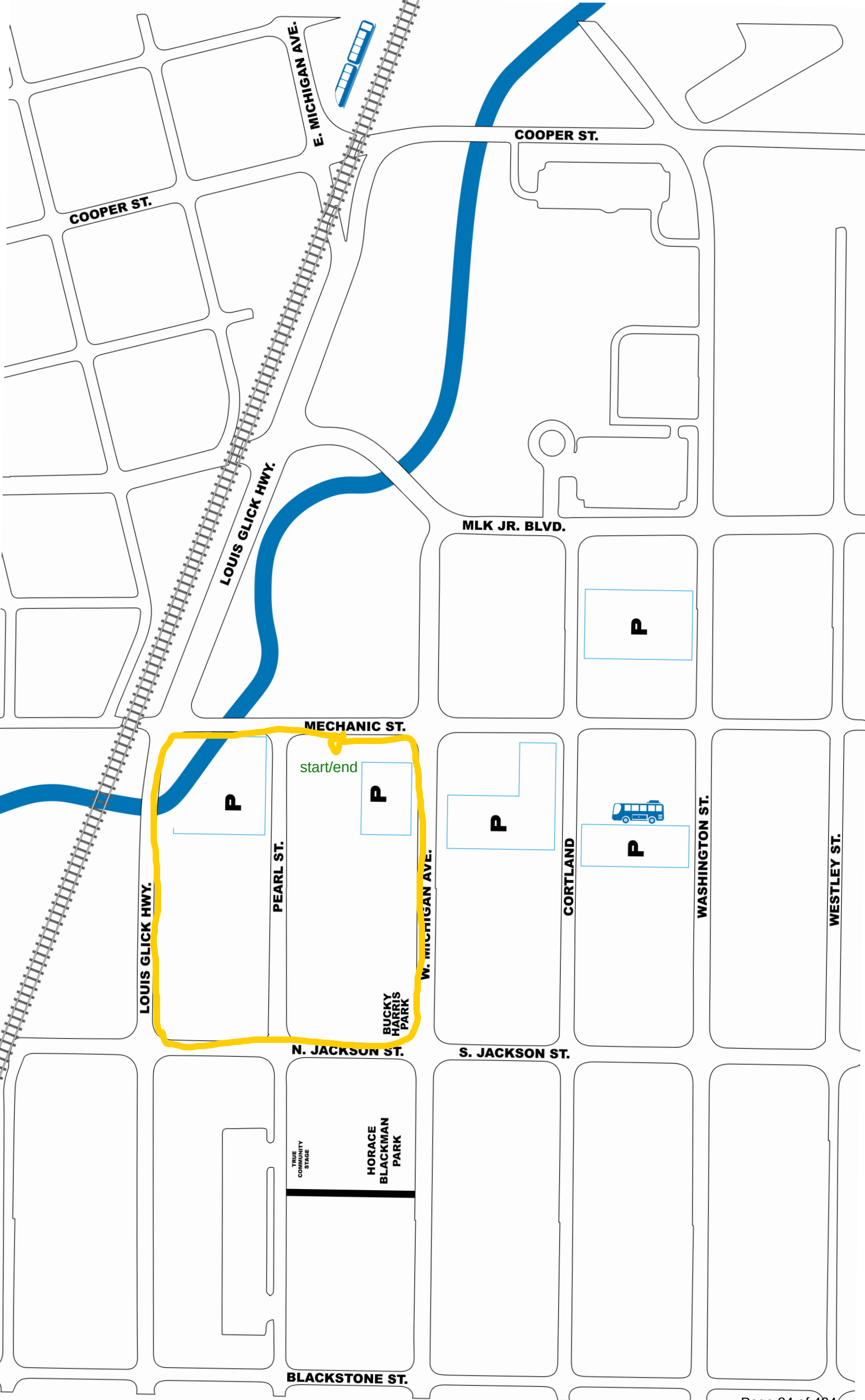
*Certification and Signature*

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event Application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature:

Date:

3/6/25







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                               |                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Arthur J. Gallagher Risk Management Services, LLC<br>300 Madison Avenue<br>28th Floor<br>New York NY 10017 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> 212-994-7100<br><b>FAX (A/C, No):</b> 212-994-7047<br><b>E-MAIL ADDRESS:</b>                                                            |
|                                                                                                                               | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> AmGUARD Insurance Company<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
| <b>INSURED</b><br>Huntington's Disease Society of America, Inc.<br>505 Eighth Avenue<br>New York NY 10018                     | <b>NAIC #</b><br>42390                                                                                                                                                                       |

**COVERAGES****CERTIFICATE NUMBER:** 365859737**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                      | ADDL INSD                         | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                                 |          | C1GP507145    | 11/16/2024              | 11/16/2025              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 20,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>\$ |
| A        | <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                       |                                   |          | C2GP504902    | 11/16/2024              | 11/16/2025              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                         |                                   |          | C3GP502914    | 11/16/2024              | 11/16/2025              | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000<br>\$                                                                                                                                                                                      |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y / N<br><input type="checkbox"/> | N / A    |               |                         |                         | PER STATUTE<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                                           |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

City of Jackson & Jackson Downtown Development Authority are named as additional insured with respects to general liability for ongoing operations performed by named insured, as required by written contract.

Chapter/Affiliate Name: Michigan Chapter  
Event: 2025 Team Hope Walk Central Michigan  
Date: 10/11/25  
Location: Michigan Theatre, 124 N Mechanic St. Jackson Michigan 49201

**CERTIFICATE HOLDER****CANCELLATION**

Michigan Theatre  
124 N Mechanic St.  
Jackson MI 49201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** July 22, 2025  
**SUBJECT:** Special Event Application: Big Miles for Little Smiles

---

**Recommendation:**

Approve a request from the Big Brothers Big Sisters of Jackson County to host the Big Miles for Little Smiles on September 14, 2025, at Ella Sharp Park in Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the Big Miles for Little Smiles.

I recommend approval of the Special Event Application for the Big Miles for Little Smiles. Your consideration and concurrence is appreciated.



## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** DDA Director, DDA Director

**DATE:** July 22, 2025

**RECOMMENDATION:** Approve a request from the Big Brothers Big Sisters of Jackson County to host the Big Miles for Little Smiles on September 14, 2025, at Ella Sharp Park in Jackson.

### ISSUE STATEMENT

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

| DEPARTMENT                         | APPROVAL | DENIAL       | ECONOMIC IMPACT |
|------------------------------------|----------|--------------|-----------------|
| DDA                                | X        |              | \$0.00          |
| Engineering                        | X        |              | \$0.00          |
| Fire                               | X        |              | \$0.00          |
| Neighborhood & Economic Operations | X        |              | \$0.00          |
| Parks & Recreation                 | X        |              | \$0.00          |
| Police                             | X        |              | \$200.00        |
| Public Works                       | X        |              | \$750.00        |
|                                    |          | <b>TOTAL</b> | <b>\$950.00</b> |

### DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closures, police assistance, pending Ella Sharp Park board approval

### OWNERSHIP

Insurance Status: Approval is dependent on the receipt of proper insurance documents.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from the Big Brothers Big Sisters of Jackson County to host the Big Miles for Little Smiles on September 14, 2025, at Ella Sharp Park in Jackson.

ATTACHMENTS

- 1. SEA-Big Miles for Little Smiles





By: MEVANS Date: 5/22/25  
Fee Rec: \$75 Date: 5/22/25  
Cash: 10918 Check #: 10918  
Approved through City Council  
Yes/No: \_\_\_\_\_ Date: \_\_\_\_\_

## SPECIAL EVENT APPLICATION 2025

Submit your application to [mevans@cityofjackson.org](mailto:mevans@cityofjackson.org) or drop it off at  
City of Jackson Downtown Development Authority: 161 W. Michigan Ave, 5th Floor, Jackson, MI

Application must be submitted 60 days prior to event date

### Application attachments

The application will not be submitted for approval until all attachments are attained.

☒ Application Fee: Nonrefundable. Cash or check only. Please make checks out to **Downtown Development Authority**

☒ Level 1: \$75 (0-1 city resources)

Examples of city resources include, but are not limited to, requests for power, water or fire hydrants, traffic cones, and staging.

☐ Level 2: \$150 (No road closure, needs 2 city resources) \*Does not include closing Hayes Court

☐ Level 3: \$225 (Road closure, police assistance, needs 3+ city resources)

If you would like to apply for a non-profit/low resource fee waiver, see page 4.

☐ LATE FEE: +\$50 Late/Rush Fee submitted less than 60 days but greater than 30 days. No applications will be accepted less than 30 days from the date of the event.

☒ Insurance documentation for sponsoring organization

☒ Event Map - Please indicate the location of all items (see page 4 for detailed information needed & page 7 for a blank map)

☐ Liquor License & Liquor Liability Insurance (if applicable) See page 5 for details on liquor and the Social District

☐ Cannabis Consumption Area License and Liability insurance (if applicable)

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

☐ Fireworks plan and all required approval documentation from the appropriate authorities (if applicable)

## Applicant Information

**EVENT NAME:** Big Miles for Little Smiles

Sponsoring Organization Legal Name : Big Brothers Big Sisters of Jackson County

Street Address : 127 West Wesley Street, Jackson, MI 49201

Tax ID# : 38-2221204

Website : <https://www.bbbsjackson.org/>

Contact Name 1 : Tony Hollow Email: thollow@bbbsjackson.org Phone: 517-937-0958

Contact Name 2 : Cori DeKarske Email: corin.dekarske@qbasa.com Phone: \_\_\_\_\_

Contact Name/Phone# During Event: Lauren Janiak - 517-414-2185

## Event Details

Event Date(s): \_\_\_\_\_ Set up Time: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ Tear Down Time: \_\_\_\_\_

September 14, 2025

~~September 7, 2025~~

7:30 am

9:00 am

10:30 am

11:00 am

Has this event occurred before? ☒ Yes ☐ No If yes, how many previous years? 2

What is the expected attendance? 150-175 Do you expect to do this event next year? ☒ Yes ☐ No

## Type of Event Please check all that apply

Festival ☐ March/Parade ☐ ☒ Walk/Run\* ☐ Other \_\_\_\_\_

\***Downtown 5K/10K's:** Even with City Council approval, the proposed route cannot be guaranteed due to ongoing construction, which may require adjustments to the course. We recommend considering Ella Sharp Park as an alternative to downtown streets.



☒ **Description of Event** This description will be posted on the Special Events Calendar

see attached

☒ **Event Location** Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

☒ Ella Sharp Park  
\*requires Ella Sharp Board approval

Other Location

☒ **Requested Street Closure(s)** Please include all requested street closures on the map. **Note that street closures require an anticipated attendance of at least 3,000**

Street Name: S. Oakwood Dr. Cross Street 1: Stonewall Rd. & E. Hickory Dr. Cross Street 2:  
Closure Start Date: ~~9/7/25~~ 9/14/25 Time: 7:15 am Closure Start Date: ~~9/7/25~~ 9/14/25 Time: 11:00 am

Street Name: Maplewood Dr. Cross Street 1: S. Oakwood & Probert Rd. Cross Street 2:  
Closure Start Date: ~~9/7/25~~ 9/14/25 Time: 7:15 am Closure Start Date: ~~9/7/25~~ 9/14/25 Time: 11:00 am

Street Name: Elmdale Dr. Cross Street 1: E. Hickory Ave & S. Jackson Sr Cross Street 2:  
Closure Start Date: ~~9/7/25~~ 9/14/25 Time: 7:15 am Closure Start Date: ~~9/7/25~~ 9/14/25 Time: 11:00 am

Street Name: Birchwood Dr. Cross Street 1: Elmdale Dr. & Maplewood Dr. Cross Street 2:  
Closure Start Date: ~~9/7/25~~ 9/14/25 Time: 7:15 am Closure Start Date: ~~9/7/25~~ 9/14/25 Time: 11:00 am

Street Name: Cross Street 1: Cross Street 2:  
Closure Start Date: Time: Closure Start Date: Time:

Street Name: Cross Street 1: Cross Street 2:  
Closure Start Date: Time: Closure Start Date: Time:

☒ **Bathroom Plan** Please include bathroom locations on the map

**Facilities:** How many restrooms/portable toilets will be provided, including ADA options? TBD - min. 5

**Service Provider:** Who will supply and service the restrooms (name/contact)? TBD

**Placement:** Where will restrooms be located? \*Please include locations on the map see map

**Additional Notes:**

**Bucky Harris Park Bathrooms Use:** Request a key at City Hall, Parks & Rec, 161 W. Michigan Ave., 5th Floor with a \$75 refundable deposit and state ID. You must unlock and lock the bathroom doors before and after the event.



## Waste Management Plan Please include garbage locations on the map

\*If the area of your event is not cleaned up, you will be invoiced the cost of services.

**Collection:** How will garbage be managed during and after the event? Tactical Trashout will provide garbage cans

**Service Provider:** Who is responsible for waste removal (name/contact)? Tony Hollow - 517-937-0958

**Reciprocals:** How many bins will be provided? \*Please include locations on the map  
*For large events, how many roll-offs?*

5 - see map

**Cleanup:** Who will handle post-event cleanup? BBBS & Tactical Trashout

**Additional notes:**

## Other City Resource Requests \*Include all extra resources on map

**Electrical Power:** Do you need electrical power? Yes ☒ No ☒ \*\*All electrical lines MUST be properly covered to minimize tripping hazards \*\*

### Will you have food trucks?

*Please add food truck names and locations on the map.*

Yes ☒ No ☒ If yes, how many food trucks do you anticipate?

Using generators?

Yes ☒ No ☒

Do you need to rent power boxes for the food trucks?  
\$25 per box rental cost (adapters included)

Yes ☐ No ☐

If yes, how many?

### Will you have Vendors/ Other food on site?

Yes ☒ No ☒ If yes, how many?

Using generators?

Yes ☒ No ☒

Do you need to rent power boxes for the food trucks?  
\$25 per box rental cost (adapters included)

Yes ☐ No ☐

If yes, how many?

### Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)?

Yes ☒ No ☒ If yes, what?

Using generators?

Yes ☒ No ☒

Do you need to rent power boxes for the food trucks?  
\$25 per box rental cost (adapters included)

Yes ☐ No ☐

If yes, how many?

### Other electrical power needed?

Yes ☒ No ☒ If yes, what?

Wattage needed:

Number of plug-ins needed:

**Water:** Do you need water?

Yes ☒ No ☒

If yes, please indicate the needed requirement:

Location of where the water is needed:

**Fireworks:** Do you plan to do fireworks?

Yes ☒ No ☒

*\*If yes, please attach your detailed fireworks plan along with all required approval documents from the appropriate local authorities.*

**Police Department:** Do you require police assistance?

Yes ☒ No ☒

If yes, please explain:

**Alcohol Sales:**

Yes ☒ No ☒

*\*If yes, attach liquor license and liquor liability insurance*

**Cannabis Consumption Area:**

Yes ☒ No ☒

*\*If yes, attach Cannabis Consumption License and liability insurance*

**Other Requests:**

Traffic Cones How many?

15 foot Mobile Stage:

25 foot Mobile Stage

Other

Other



## Required Attachments for Application Processing



**Insurance** Please request the following documentation from your insurance carrier.

| Insurance Type                                                                        | Requirements                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Certificate of Liability Insurance<br>(MUST also be provided by all vendors)          | <ul style="list-style-type: none"> <li>Showing a liability coverage of at least \$1,000,000</li> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul> |
| Liquor Liability Insurance (if needed)                                                | <ul style="list-style-type: none"> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul>                                                               |
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*[Handwritten signature]*

*4-2-25*

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## Special Event Application Policy

*Additional charges may incur if policies are broken.*

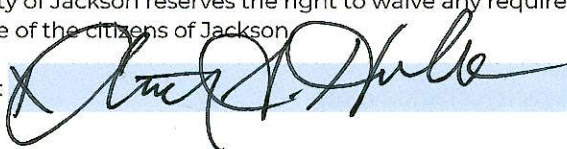
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## Special Event Application

*Certification and Signature*

1. I am the person with authority to act on behalf of the sponsoring organization.
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4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature:



Date:

4-2-25



## **Event Description**

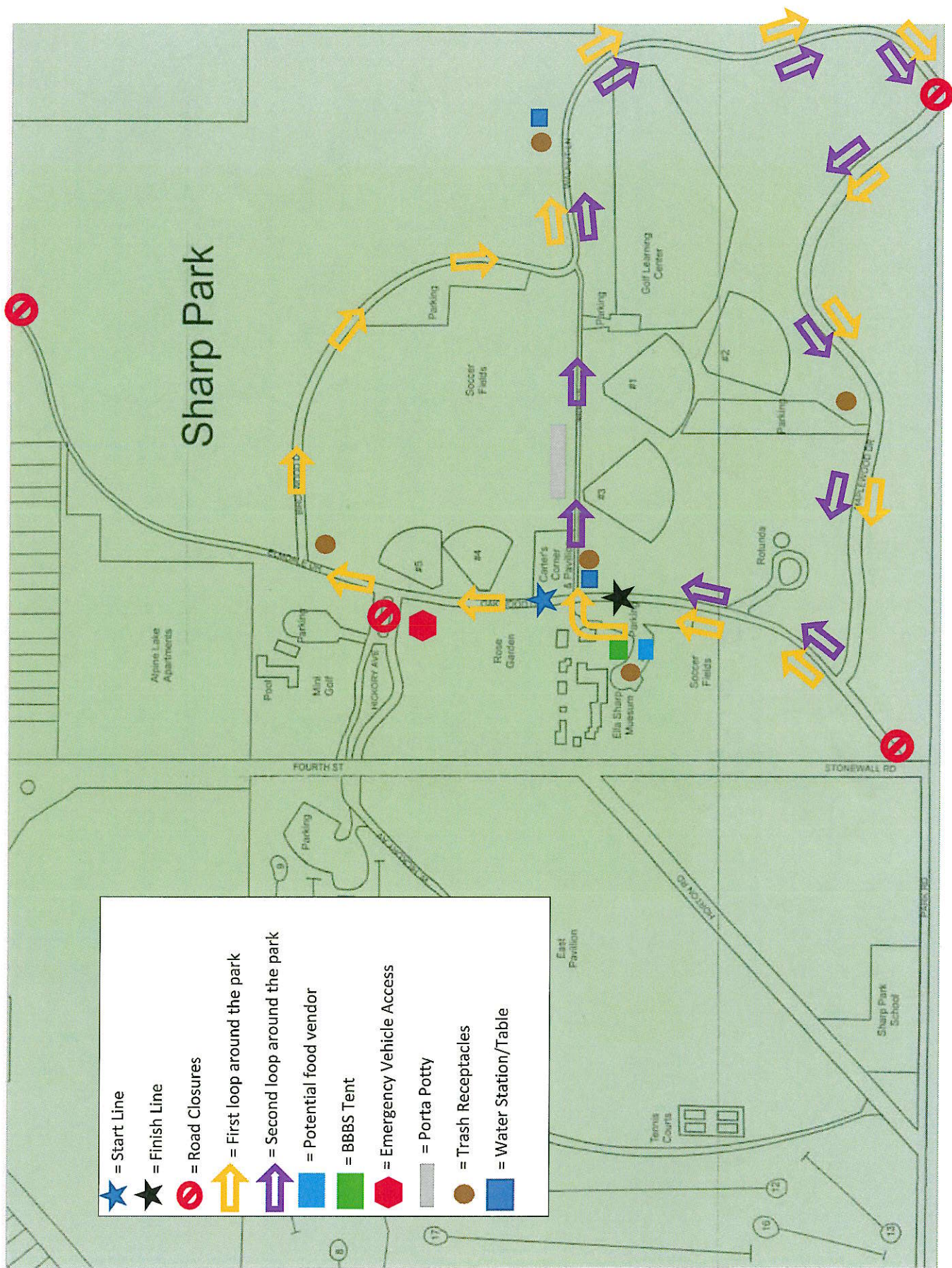
We're thrilled to invite you to participate in our 3<sup>rd</sup> Annual 5K run/walk, Big Miles for Little Smiles, hosted by Big Brothers Big Sisters of Jackson County, on September ~~7<sup>th</sup>~~, 2025! This family-friendly event will take place at Ella Sharp Park, and we can't wait for you to join us for a day of fun, fitness, and community spirit.

↓ September 14, 2025

The race course is a scenic 5K (3.1 miles) that winds through the beautiful Ella Sharp Park in Jackson, Michigan. Whether you're an experienced runner or just starting out, this race is perfect for you!

But this race is about more than just physical fitness. We're proud to support Big Brothers Big Sisters of Jackson County, a nonprofit organization that has been helping children and youth reach their full potential for over a century. All proceeds from the race will go directly to Big Brothers Big Sisters of Jackson County to support their mission of providing positive adult role models to children who need them most.

By participating in this race, you'll be helping to make a difference in the lives of children and youth in our community. So gather your friends and family, lace up your running shoes, and join us for a day of fun and community spirit while supporting an important cause. Register today and be a part of this amazing event!







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                |                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER<br>John L. Kirby & Associates, Inc.<br>4196 Herschel Street<br><br>Jacksonville FL 32210                              | CONTACT NAME: John L Kirby<br>PHONE (A/C, No, Ext): (904) 387-9798 FAX (A/C, No): (907) 387-9270<br>E-MAIL ADDRESS: alison@jlkirby.com           |
| INSURED<br>Big Brothers Big Sisters of Jackson County, Inc.<br>536 N. Jackson Street<br><br>Jackson MI 49201<br>(517) 784-7181 | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Great American Assurance Compa<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

COVERAGES AB CERTIFICATE NUMBER: Cert ID 7531 (2) REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                            | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | MAC1138032 10 | 08/28/2024              | 08/28/2025              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                             |           |          | MAC1138032 10 | 08/28/2024              | 08/28/2025              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                                                |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                       |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                       |           |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                         |
| A        | Professional Liability<br>Abuse & Molestation                                                                                                                                                                                                                                                                                                |           |          | MAC1138032 10 | 08/28/2024              | 08/28/2025              | Claims Made Form Any One Incident \$ 1,000,000<br>Aggregate Limit \$ 3,000,000                                                                                                                                                           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: City of Jackson and Jackson Downtown Development Authority by virtue of agreement/contract per form CG 8970.  
Event: 5K Walk/Run on September 22, 2024.

## CERTIFICATE HOLDER

City of Jackson and  
Jackson Downtown Development Authority  
161 West Michigan Avenue  
  
Jackson MI 49201

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 22, 2025

**SUBJECT:** Special Event Application: 2nd Annual Flat Iron District Block Party

---

**Recommendation:**

Approve a request from The Welcome Home Organization to host the 2nd Annual Flat Iron District Block Party on August 9, 2025, in downtown Jackson.

Attached is a memo and supporting paperwork from Beth Kuiper regarding the Special Event Application for the 2nd Annual Flat Iron District Block Party.

I recommend approval of the Special Event Application for the 2nd Annual Flat Iron District Block Party. Your consideration and concurrence is appreciated.





## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** DDA Director, DDA Director

**DATE:** July 22, 2025

**RECOMMENDATION:** Approve a request from The Welcome Home Organization to host the 2nd Annual Flat Iron District Block Party on August 9, 2025, in downtown Jackson.

### ISSUE STATEMENT

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

| DEPARTMENT                         | APPROVAL | DENIAL       | ECONOMIC IMPACT |
|------------------------------------|----------|--------------|-----------------|
| DDA                                | X        |              | \$0.00          |
| Engineering                        | X        |              | \$0.00          |
| Fire                               | X        |              | \$0.00          |
| Neighborhood & Economic Operations | X        |              | \$0.00          |
| Parks & Recreation                 | X        |              | \$0.00          |
| Police                             | X        |              | \$0.00          |
| Public Works                       | X        |              | \$400.00        |
|                                    |          | <b>TOTAL</b> | <b>\$400.00</b> |

### DESCRIBE THE CONSEQUENCES

Conditions & Considerations: Road closure

### OWNERSHIP

Insurance Status: Approval is dependent on the receipt of proper insurance documents.

SOLUTION

FACILITATE IMPLEMENTATION

Approve a request from The Welcome Home Organization to host the 2nd Annual Flat Iron District Block Party on August 9, 2025, in downtown Jackson.

ATTACHMENTS

- 1. SEA-2nd Annual Flat Iron District Block Party

By: M.Evans Date: 7/10/25  
Fee Rec: Date:   
Cash: Check #:   
Approved through City Council  
Yes/No: Date:

## SPECIAL EVENT APPLICATION 2025

Submit your application to [mevans@cityofjackson.org](mailto:mevans@cityofjackson.org) or drop it off at  
City of Jackson Downtown Development Authority: 161 W. Michigan Ave, 5th Floor, Jackson, MI

**Application must be submitted 60 days prior to event date**

### Application attachments

The application will not be submitted for approval until all attachments are attained.

☐ **Application Fee: Nonrefundable. Cash or check only. Please make checks out to **Downtown Development Authority****

☐ Level 1: \$75 (0-1 city resources)

*Examples of city resources include, but are not limited to, requests for power, water or fire hydrants, traffic cones, and staging.*

☐ Level 2: \$150 (No road closure, needs 2 city resources) \*Does not include closing Hayes Court

☐ Level 3: \$225 (Road closure, police assistance, needs 3+ city resources)

If you would like to apply for a non-profit/low resource fee waiver, see page 4.

☐ **LATE FEE: +\$50 Late/Rush Fee submitted less than 60 days but greater than 30 days. No applications will be accepted less than 30 days from the date of the event.**

☐ Insurance documentation for sponsoring organization

☐ Event Map –Please indicate the location of all items (see page 4 for detailed information needed & page 7 for a blank map)

☐ Liquor License & Liquor Liability Insurance (if applicable) See page 5 for details on liquor and the Social District

☐ Cannabis Consumption Area License and Liability insurance (if applicable)

☐ Carnival Ride Permit (if applicable)

☐ Insurance documentation for all vendors (if applicable)

☐ Fireworks plan and all required approval documentation from the appropriate authorities (if applicable)

### Applicant Information

**EVENT NAME:** 2nd Annual Flat Iron District Block Party

Sponsoring Organization Legal Name : The Welcome Home Organization

Street Address : 1203 1st Street, Suite #200, Jackson Michigan 49203

Tax ID# : 84-3678704

Website : WHOVISION.org

Contact Name 1 : Vittoria Jimerson

Email: [thewhovision2020@gmail.com](mailto:thewhovision2020@gmail.com)

Phone: 248-421-4594

Contact Name 2 : Angela Evans

Email: [aevans@gemsofjackson.com](mailto:aevans@gemsofjackson.com)

Phone: 517-494-9348

Contact Name/Phone# During Event: Vittoria Jimerson/248-421-4594

### Event Details

Event Date(s): Set up Time: Start Time: End Time: Tear Down Time:

Saturday, August 9, 2025

09:00am

12:00pm

04:00pm

10:00pm

Has this event occurred before? ☒ Yes ☐ No If yes, how many previous years? one

What is the expected attendance? 300-800

Do you expect to do this event next year?

☒ Yes

☐ No

### Type of Event Please check all that apply

Festival

March/Parade

Walk/Run\*

☒ Other

Annual Community Block Party

\***Downtown 5K/10K's:** Even with City Council approval, the proposed route cannot be guaranteed due to ongoing construction, which may require adjustments to the course. We recommend considering Ella Sharp Park as an alternative to downtown streets.



## Description of Event

This description will be posted on the Special Events Calendar

**Block Party** celebrating the revitalization of The Flat Iron District. The small businesses and non-profits are working to bring the community together to celebrate the comeback story of our amazing, vital and vast variety of businesses and non-profits making a difference.



## Event Location

Please include the location on the map

Horace Blackman Park

Bucky Harris Park

MLK Equality Trail

TRUE City Square Stage

Grand River Farmers Market Pavilion

Ella Sharp Park

*\*requires Ella Sharp Board approval*



Other Location The Welcome Home Organization



## Requested Street Closure(s)

Please include all requested street closures on the map. Note that street closures require an anticipated attendance of at least 3,000

Street Name: 1st Street

Cross Street 1: Greenwood

Cross Street 2: High

Closure Start Date: 08/09/2025

Time: 09:00am

Closure Start Date: 08/09/2025

Time: 10:00pm

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:

Street Name:

Cross Street 1:

Cross Street 2:

Closure Start Date:

Time:

Closure Start Date:

Time:



## Bathroom Plan

Please include bathroom locations on the map

**Facilities:** How many restrooms/portable toilets will be provided, including ADA options? all host businesses have bathrooms

**Service Provider:** Who will supply and service the restrooms (name/contact)? N/A

**Placement:** Where will restrooms be located? \*Please include locations on the map N/A

**Additional Notes:**

**Bucky Harris Park Bathrooms Use:** Request a key at City Hall, Parks & Rec, 161 W. Michigan Ave., 5th Floor with a \$75 refundable deposit and state ID. You must unlock and lock the bathroom doors before and after the event.





## Waste Management Plan Please include garbage locations on the map

\*If the area of your event is not cleaned up, you will be invoiced the cost of services.

**Collection:** How will garbage be managed during and after the event? several portable trash cans and a 2 yard dumpster onsite

**Service Provider:** Who is responsible for waste removal (name/contact)? Emmons/Becky

**Reciprocals:** How many bins will be provided? \*Please include locations on the map N/A (permanent dumpster onsite)  
*For large events, how many roll-offs?*

**Cleanup:** Who will handle post-event cleanup? W.H.O. staff and community volunteers

**Additional notes:**



## Other City Resource Requests \*Include all extra resources on map

**Electrical Power:** Do you need electrical power? Yes ☒ No ☒ \*\*All electrical lines MUST be properly covered to minimize tripping hazards \*\*

**Will you have food trucks?**  
*Please add food truck names and locations on the map.*

☒ Yes

No

If yes, how many food trucks do you anticipate? unknown at this time

Using generators? ☒ Yes

No

Do you need to rent power boxes for the food trucks?  
\$25 per box rental cost (adapters included)

Yes

☒ No

If yes, how many?

**Will you have Vendors/ Other food on site?**

☒ Yes

No

If yes, how many? unknown at this time

Using generators? Yes ☒ No

Yes

Do you need to rent power boxes for the food trucks?  
\$25 per box rental cost (adapters included)

Yes

☒ No

If yes, how many?

**Will you have Amusement/ Carnival Rides, other attractions (bounce house, foam machine, etc)?**

☒ Yes

☒ No

If yes, what?

Using generators? Yes ☒ No

Yes

Do you need to rent power boxes for the food trucks?  
\$25 per box rental cost (adapters included)

Yes

☒ No

If yes, how many?

**Other electrical power needed?**

Yes

☒ No

If yes, what?

Wattage needed:

Number of plug-ins needed:

**Water:** Do you need water?

Yes

☒ No

If yes, please indicate the needed requirement:

Location of where the water is needed:

**Fireworks:** Do you plan to do fireworks?

Yes

☒ No

*\*If yes, please attach your detailed fireworks plan along with all required approval documents from the appropriate local authorities.*

**Police Department:** Do you require police assistance?

Yes

☒ No

If yes, please explain:

**Alcohol Sales:**

Yes

☒ No

*\*If yes, attach liquor license and liquor liability insurance*

**Cannabis Consumption Area:**

Yes

☒ No

*\*If yes, attach Cannabis Consumption License and liability insurance*

**Other Requests:**

Traffic Cones How many?

15 foot Mobile Stage

25 foot Mobile Stage

Other

Other

## Required Attachments for Application Processing



**Insurance** Please request the following documentation from your insurance carrier.

| Insurance Type                                                                        | Requirements                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Certificate of Liability Insurance<br>(MUST also be provided by all vendors)          | <ul style="list-style-type: none"> <li>Showing a liability coverage of at least \$1,000,000</li> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul> |
| Liquor Liability Insurance (if needed)                                                | <ul style="list-style-type: none"> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul>                                                               |
| Cannabis Liability Insurance (if needed)                                              | <ul style="list-style-type: none"> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul>                                                               |
| XCU Fireworks Liability Insurance<br>(if needed; required for all fireworks displays) | <ul style="list-style-type: none"> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul>                                                               |

I am a Level 1 Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.



**Event Map** Please include **all event details** and activities on the map for review and processing.

|                    |                            |                                  |                        |
|--------------------|----------------------------|----------------------------------|------------------------|
| Route plan         | Emergency vehicle access   | ✗ Requested street closures      | ✗ Food Truck Locations |
| Vendor locations   | Dispersal locations        | Requested reserved parking       |                        |
| Tent locations     | Trash Receptacle locations | Requested electrical location    |                        |
| Assembly locations | Bathroom locations         | Alcohol/Cannabis sales locations |                        |

*\*If these details change, a revised map must be provided seven days prior to event.*

*Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*



I am a representative of a non-profit organization and respectfully request that the application fee be waived or considered for reduction. **Justification for Fee Waiver** (Please briefly explain financial limitations and community benefits of this event):

The Welcome Home Organization as a non-profit and community advocate in supporting all residents saw first hand how this event unified our small piece on the Southside with our effort last year. The waiver would allow us to put all of our limited resources together in order to do more for the community. Thank you.

**\*Note: We want to inform you that adjustments are being made to the City Special Event Application process to align with the demand for City resources and the overtime required to facilitate these events. As part of this process, we will gradually introduce limits and monetary requirements for utilizing city resources.**

## Special Event Application Policy

*Additional charges may incur if policies are broken.*

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Social District: By following these steps and providing thorough documentation, you can effectively incorporate Social District rules into your Special License application, ensuring compliance with MLCC regulations and facilitating a successful event:
  - a. If a non-profit organization seeks a Special License for an event within a Social District's commons area, the local governing body must delineate the specific portions of the commons area to be used exclusively by the Special Licensee and those to be used by Social District permittees. This ensures clear boundaries and prevents overlap between the event and existing Social District activities. Please provide a clear and precise diagram that outlines the designated areas within the commons for both the Special Licensee and the Social District permittees.
  - b. Alcoholic beverages sold by the Special Licensee must be consumed within the area designated for the special event. Similarly, beverages from Social District permittees should remain within their designated zones. Areas must show visual barriers and provide staff to oversee the delineated area.
  - c. Review the MLCC's Special License Application form for any specific sections or questions related to events in Social Districts. Ensure that all relevant information is accurately provided, and any additional requirements are met. The application form can be found here: <https://www.michigan.gov/lara/bureau-list/lcc/fag/social-districts?utm>
8. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
9. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft and does not block any intersections, driveways, or right-of-ways.

## Special Event Application

*Certification and Signature*

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event Application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: **Vittoria Jimerson**

Date: 06/16/2025

**RESOLUTION 2025-35**

**A RESOLUTION HONORING THE LIFE AND SERVICE OF MARTIN JOHN GRIFFIN**

**BY THE CITY COUNCIL:**

**WHEREAS**, the City of Jackson recognizes and honors the significant contributions of the citizens; and

**WHEREAS**, Martin J. Griffin dedicated his life to public service from an early age as a Lifeguard at Ella Sharp Park Pool and as a Playground Leader at Kiwanis Park; and

**WHEREAS**, Martin J. Griffin, after graduating from Lumen Christi High School and the University of Michigan, began his political journey as a staffer for the State House Representatives Carl Pursell, Speaker Curtis Hertel, and Speaker of the House Lew Dodak; and

**WHEREAS**, Martin J. Griffin continued to serve his community through numerous volunteer leadership roles, including as a City of Jackson Planning Commissioner, an Ella Sharp Park Board Trustee, a Parks and Recreation Commissioner; and President of the John George Home from 2008-2015; and

**WHEREAS**, Martin J. Griffin served as Mayor of the City of Jackson from 1995 to 2006 and again from 2011 to 2013 making him the longest-serving Mayor in the City's history; and

**WHEREAS**, Martin J. Griffin represented Michigan's 64th District in the State House of Representatives from 2006 to 2010, where he continued to advocate for the needs of Jackson and its residents; and

**WHEREAS**, In 2018 Martin J. Griffin began his tenure as City Treasurer, during which he improved accessibility and convenience for residents by modernizing financial services and launching an online payment system for city services; and

**WHEREAS**, Martin J. Griffin played a key role in many of the City of Jackson's milestones, including the relocation of Consumers Energy Headquarters to downtown Jackson, the removal of the cap on the Grand River in downtown Jackson, and the demolition of the Goodyear plant, all of which significantly contributed to the City's economic revitalization.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Jackson hereby honors the life and legacy of Martin J. Griffin for his unwavering commitment, distinguished public service, and profound impact on the City of Jackson. On behalf of all of the citizens of Jackson, we offer this resolution as a condolence to the Griffin family.

State of Michigan )  
County of Jackson )ss  
City of Jackson )

I, Daniel Mahoney, Mayor in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on July 22, 2025.

IN WITNESS WHEREOF, I have hereto affixed my signature  
and the Seal of the City of Jackson, Michigan, on the 22<sup>nd</sup> day of  
July, 2025.

\_\_\_\_\_ Daniel Mahoney, Mayor





**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 22, 2025

**SUBJECT:** Adoption of the resolution for the First Amendment to the Health Care Savings Program Withdrawal and Asset Transfer Agreement between City of Jackson, Michigan and Municipal Employees' Retirement System of Michigan (Division #301289 – IAFF)

---

**Recommendation:**

I recommend the adoption of the resolution for the First Amendment to the Health Care Savings Program Withdrawal and Asset Transfer Agreement between City of Jackson, Michigan and Municipal Employees' Retirement System of Michigan (Division #301289 – IAFF).



## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Doria LaPorte, Human Resources Director

**DATE:** July 22, 2025

**RECOMMENDATION:** Staff recommends the adoption of the resolution for the First Amendment to the Health Care Savings Program Withdrawal and Asset Transfer Agreement between City of Jackson, Michigan and Municipal Employees' Retirement System of Michigan (Division #301289 – IAFF).

### ISSUE STATEMENT

The previous termination agreement incorrectly removed termed IAFF employees from the MERS HCSP, when the intent was to remove only active employees. As a result, a new City resolution is required to correct this by modifying the prior agreement's language.

### DESCRIBE THE CONSEQUENCES

Without this correction, the City cannot formally return the termed employees to the plan or reclaim the related funds.

### OWNERSHIP

The Personnel department recognizes that the language in the original termination agreement did not accurately reflect the City's intent to transition only active IAFF employees from the MERS HCSP. This oversight led to the unintended exclusion of termed employees. We take full responsibility for this discrepancy and are taking corrective action by drafting a revised resolution to clarify the original intent and ensure compliance moving forward.

### SOLUTION

This resolution will modify the language in the previous termination agreement to clarify that the original intent was to transition only active employees out of the plan—not those who were in a termed status at the time. This clarification is necessary to ensure proper administration of the HCSP and to allow for the return of applicable funds to the plan.

### FACILITATE IMPLEMENTATION

Staff recommends the adoption of the resolution for the First Amendment to the Health Care Savings Program Withdrawal and Asset Transfer Agreement between City of Jackson, Michigan and Municipal Employees' Retirement System of Michigan (Division #301289 – IAFF).

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#### ATTACHMENTS

1. First amendment to Jackson HCSP (IAFF Division) Termination and Transfer Agreement-  
WITH INVESTMENT ALLOC LANGUAGE

**First Amendment to the  
Health Care Savings Program Withdrawal and Asset Transfer Agreement  
between  
City of Jackson, Michigan and Municipal Employees' Retirement System of Michigan  
(Division #301289 – IAFF)**

This First Amendment to the Health Care Savings Program Withdrawal and Asset Transfer Agreement between City of Jackson, Michigan and Municipal Employees' Retirement System of Michigan (Division #301289 – IAFF) ("First Amendment") is made between:

- the City of Jackson, Michigan, a Michigan city with an address of 161 W. Michigan Avenue, Jackson, Michigan 49201, and
- the Municipal Employees' Retirement System of Michigan (MERS), a Michigan statutory public corporation and governmental retirement system, with its principal offices at 1134 Municipal Way, Lansing MI 48917

(each a "Party" and together the "Parties")

with respect to the Health Care Savings Program Withdrawal and Asset Transfer Agreement between City of Jackson, Michigan and Municipal Employees' Retirement System of Michigan (Division #301289 – IAFF) between the Parties effective March 20, 2025 ("Agreement").

In accordance with Section 15 of the Agreement, the Parties hereby amend the Agreement as follows:

- A new paragraph C of the Recitals is added as follows (the remaining paragraphs being redesignated accordingly):

"C. On June 10th, 2025, the governing body of the Employer voted upon and passed a second resolution, which meets MERS' approval, to amend the resolution referenced above to limit the termination of Employer's participation in the HCSP with respect to Division #301289 to all participants except for terminated participants of that Division as of March 20, 2025 (hereinafter, "Terminated Participants"), and to return the Terminated Participants' accounts to MERS for administration effective June 13th, 2025 (herein after, the ("Transfer Date"));"
- A new paragraph 6 is added, the remaining paragraphs being redesignated hereby, stating as follows:

"6. On the Transfer Date, using the information and data provided by MERS, the Employer or Transferee Plan (either directly or by and through an agent of either of them) shall transfer to MERS, in accordance with Paragraph C of the Recitals, the amount determined by Employer or Transferee Plan (either directly or by and through an agent of either of them) to be the current fair market value of the Terminated Participants' accounts. Upon MERS' receipt of such transfer, Division #301289 of the Employer's



MERS HCSP, consisting solely of the Terminated participants' accounts, shall be reestablished and assets shall be allocated to the same fund allocation on file at the time the participant's balance was liquidated

As soon as administratively feasible after the Transfer Date, Employer provide an additional and fully vested employer contribution to each Terminated Participant account equal to the amount of the market gains as of the Transfer Date, if any, with which each Terminated Participant account would have been credited had the Terminated Participant account not been liquidated on March 20, 2025. These amounts shall be determined by MERS recordkeeper."

- A new paragraph is added to paragraph 9, to read in its entirety as follows:

"Notwithstanding anything to the contrary herein, MERS shall have no responsibility nor liability for the Terminated participants' accounts for the period March 20, 2025 through the Transfer Date, including but not limited to the accounts, contributions, benefits, distributions, payments, credits, investments, performance, or any other aspect of the possession and control of the Terminated participants' accounts during the period of Employer and/or Transferee Plan's possession and control, nor for any subsequent matter in any way related to the period of Employer and/or Transferee Plan's possession and control. The foregoing indemnification of MERS shall be fully applicable to any matters described herein."

All other provisions of the Agreement remain unchanged, and are reaffirmed hereby.

This Amendment may be executed electronically and in counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall constitute the complete executed Amendment. The signature of any party transmitted by fax or email is legally binding.

In witness whereof, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives, to be effective as of the Transfer Date.

**City of Jackson, Michigan**

**The Municipal Employees' Retirement  
System of Michigan**

\_\_\_\_\_  
By:  
Its:  
Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Kerrie Vanden Bosch  
Its: Chief Executive Officer  
Dated: \_\_\_\_\_

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** July 22, 2025  
**SUBJECT:** **MLK Equality Trail Extension Contract Award**

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**Recommendation:**

**Approve the award of the contract for the MLK Equality Trail Extension on Mechanic Street from Detroit Street to Trail Street to Merlo Construction Company, Inc. of Milford, Michigan at a cost of \$298,052.00 and authorize the Mayor and City Clerk to execute the appropriate documents**

Attached is a report and documentation from Troy White, City Engineer, regarding approval of the referenced contract award.

I recommend approval of the contract award. Your consideration and concurrence is appreciated.

JG

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Troy R. White, P.E., City Engineer  
**DATE:** July 22, 2025

**RECOMMENDATION:** Approve the award of the contract for the MLK Equality Trail Extension on Mechanic Street from Detroit Street to Trail Street to Merlo Construction Company, Inc. of Milford, Michigan at a cost of \$298,052.00 and authorize the Mayor and City Clerk to execute the appropriate documents.

### ISSUE STATEMENT

This contract is for in-fill trail construction for a segment of the MLK Equality Trail on the west side of Mechanic Street between Detroit Street and Trail Street. The City of Jackson was awarded a Michigan Department of Transportation (MDOT) Shared Streets and Spaces Grant (SSSG) in the amount of \$200K for this project.

### DESCRIPTION OF CONSEQUENCES

A requirement of the grant is that the grant agreement between MDOT and the City of Jackson be executed prior to the award of the construction contract to a contractor. City Council approved the grant agreement on 04-15-25. However, the execution of the agreement was not completed until all signatures were completed on 06-27-25.

Bids for the construction contract were received on 05-13-25. Operating with the erroneous understanding that the grant agreement had been successfully executed, I prematurely requested to award the subject construction contract at the 05-27-25 City Council meeting. However, because the grant agreement between MDOT and the City had not yet been executed, the 05-27-25 award is not valid. Now that the grant agreement execution is complete, this request for City Council to award the construction contract is again brought before City Council.

### OWNERSHIP

The results for sealed bids that were opened on May 13, 2025 are shown in the table below.

| Company                                           | Bid           | Over/Under Est  | % of Est |
|---------------------------------------------------|---------------|-----------------|----------|
| Engineer's Estimate                               | \$ 279,621.61 | \$ 0.00         | 100 %    |
| Prime Construction & Excavation, LLC, Detroit, MI | \$ 297,868.50 | + \$ 18,246.89  | 107 %    |
| Merlo Construction Company, Inc., Milford, MI     | \$ 298,052.00 | + \$ 18,430.39  | 107 %    |
| Bailey Excavating, Inc., Jackson, MI              | \$ 361,980.08 | + \$ 82,358.47  | 129 %    |
| Hoffman Bros., Inc., Battle Creek, MI             | \$ 409,678.27 | + \$ 130,056.66 | 147 %    |
| Fonson Company, Inc., Brighton, MI                | \$ 498,020.68 | + \$ 218,399.07 | 178 %    |

Using the engineer's estimate, the funding for this construction contract will be as follows:

|                 |                                            |
|-----------------|--------------------------------------------|
| \$ 200,000.00   | MDOT Shared Streets and Spaces Grant funds |
| + \$ 79,621.61  | City of Jackson Public Improvement funds   |
| = \$ 279,621.61 | Total                                      |

The bids' costs and associated submittals were reviewed and scored in accordance with the Responsible Contractor Ordinance for the following categories:

- A Corporate Accountability
- B Workplace Safety
- C Workforce Development
- D Social Equity
- E Price

| Company                              | A<br>25 max | B<br>25 max | C<br>15 max | D<br>10 max | E<br>25 max | Total<br>100 max |
|--------------------------------------|-------------|-------------|-------------|-------------|-------------|------------------|
| Prime Construction & Excavation, LLC | 24          | 8           | 6           | 10          | 19          | 67               |
| Merlo Construction Company, Inc.     | 24          | 16          | 7           | 8           | 18          | 73               |
| Bailey Excavating, Inc.              | 25          | 17          | 10          | 10          | 10          | 72               |
| Hoffman Bros., Inc.                  | 25          | 5           | 5           | 9           | 13          | 57               |
| Fonson Company, Inc.                 | 25          | 11          | 10          | 7           | 13          | 66               |

## SOLUTION

It is recommended that the contract be awarded to Merlo Construction Company, Inc. of Milford, Michigan as their bid cost is the marginally above the lowest bid (+\$183.50) and their Responsible Contractor scoring is the highest.

## FACILITATE IMPLEMENTATION

Approve the award of the contract for the MLK Equality Trail Extension on Mechanic Street from Detroit Street to Trail Street to Merlo Construction Company, Inc. of Milford, Michigan at a cost of \$298,052.00 and authorize the Mayor and City Clerk to execute the appropriate documents.

TRW/km



**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** July 22, 2025  
**SUBJECT:** **Change Order 3 to the Drinking Water State Revolving Fund (DWSRF) Phase 1, West Division contract with Bailey Excavating, Inc.**

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**Recommendation:**

**Approve Change Order 3 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement, West Division contract with Bailey Excavating, Inc. in the decreased amount of \$327,341.74 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.**

Attached is a report and documentation from Troy R. White, City Engineer, regarding approval of Change Order 3 to the Drinking Water State Revolving Fund (DWSRF) Phase 1, West Division contract.

I recommend approval of the change order. Your consideration and concurrence is appreciated.

JG

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Troy R. White, P.E., City Engineer  
**DATE:** July 22, 2025

**RECOMMENDATION:** Approve Change Order 3 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement, West Division contract with Bailey Excavating, Inc. in the decreased amount of \$327,341.74 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

### ISSUE STATEMENT

Work for the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement, West Division contract with Bailey Excavating, Inc. is now complete. As such, the attached balancing Change Order has been prepared to align contract quantities with actual quantities placed in the field and to add items that were necessary to complete the work in the field. As demonstrated on the attached table, the final field quantities for some items are more than current contract quantities while others are less. The quantities included in the original contract were estimates.

Balancing change orders do not represent a significant change or expansion in the scope of contract. It is standard practice for balancing change orders to be prepared and approved by both the owner and the contractor at the conclusion of a construction project to ensure there is agreement by both parties regarding the work completed.

### DESCRIPTION OF CONSEQUENCES

The agreement between the City and the contractor on balancing change orders is a part of the process for completing and closing out contracts. Once the balancing change order is approved, the process to close the contract can proceed. To protect the City's interests, this process requires the contractor to provide the following:

- an affidavit that all subcontractors, suppliers and laborers have been fully paid
- a maintenance bond
- the written consent from the contractor's bonding company for final payment to be made

Only after the above items have been provided by the contractor does the City release retainage and make final payment.

This change order represents a decrease of \$327,341.74, bringing the current contract amount to \$2,506,467.84.

### OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City's street, sewer and water main infrastructure. To this end, Engineering developed this project to replace the water mains and reconstruct select pavement and sanitary sewer on Biddle Street from Greenwood Avenue to Williams Street, Grinnell Street from Norfolk Street to Wildwood Avenue, McBride Street from Fourth Street to First Street, and Williams Street from Biddle Street to Wilkins Street.

On May 23, 2023, City Council approved the award of the contract to Bailey Excavating, Inc. of Jackson, Michigan in the amount of \$3,865,829.50 along with Change Order 1 to update the federal boilerplate language that was included in the original contract. On November 28, 2023, City Council approved Change Order 2 in the decreased amount of \$1,032,019.92 to adjust contract items, quantities and unit prices for the removal of street reconstruction on Grinnell Street (Norfolk to Wildwood), McBride Street (Fourth to Cooper to State), and Williams Street (Biddle to Wilkins) from the contract as such work was not funded by approved assessment rolls.

## SOLUTION

Engineering has prepared this balancing Change Order 3 after final quantities were measured in the field and the costs for added items were obtained from the contractor, compared with industry wide average unit prices and determined to be fair and reasonable. The contractor is in agreement with the final quantities contained with this balancing change order.

## FACILITATE IMPLEMENTATION

Approve Change Order 3 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement, West Division contract with Bailey Excavating, Inc. in the decreased amount of \$327,341.74 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

TRW/kmm

**CHANGE ORDER NO. 3**  
**To Contract for**  
**ENG22-02 DWSRF PHASE 1 WATER MAIN REPLACEMENTS, WEST DIVISION**  
**City of Jackson, Michigan**

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents, Plans and Specifications of the above-named contract.

|                                                         |                          |
|---------------------------------------------------------|--------------------------|
| <b>ORIGINAL CONTRACT AMOUNT</b>                         | <b>\$ 3,865,829.50</b>   |
| <b>CHANGE ORDER NO. 1</b>                               | <b>\$ 0.00</b>           |
| <b>NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1</b> | <b>\$ 3,865,829.50</b>   |
| <b>CHANGE ORDER NO. 2</b>                               | <b>\$ (1,032,019.92)</b> |
| <b>NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2</b> | <b>\$ 2,833,809.58</b>   |
| <b>CHANGE ORDER NO. 3</b>                               | <b>\$ (327,341.74)</b>   |
| <b>NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 3</b> | <b>\$ 2,506,467.84</b>   |

**REASON FOR CHANGE:**

To balance contract quantities for authorized items to match quantities placed in the field and to add extra items that were necessary to complete work in the field.

**CONTRACT COMPLETION:**

The contract completion date remains unchanged.

ACCEPTED BY:

\_\_\_\_\_  
Prepared by Jeffrey D. Crow, P.E.  
Assistant City Engineer

\_\_\_\_\_  
Bailey Excavating, Inc.

\_\_\_\_\_  
Date:

ACCEPTED BY:

\_\_\_\_\_  
Troy R. White, P.E., City Engineer

\_\_\_\_\_  
Date:

ACCEPTED BY:

\_\_\_\_\_  
Jonathan Greene, City Manager

\_\_\_\_\_  
Date:



## ENG22-02, 2022 DWSRF PH1 WM REPLACEMENTS, WEST DIVISION

### BALANCING CHANGE ORDER NUMBER 3

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

| Prop Line | Item Code | Item Description                                               | Current Contract Quantity | Quantity Change | Final Quantity | Units | Unit Price    | Amount       |                |
|-----------|-----------|----------------------------------------------------------------|---------------------------|-----------------|----------------|-------|---------------|--------------|----------------|
|           |           |                                                                |                           |                 |                |       |               | ADD          | DEDUCT         |
| 0001      | 1100001   | Mobilization, Max                                              | 1.00                      | 0.00            | 1.00           | LS    | \$ 300,000.00 | \$ -         | \$ -           |
| 0002      | 2020002   | Tree, Rem, 19 inch to 36 inch                                  | 1.00                      | 0.00            | 1.00           | Ea    | \$ 1,750.00   | \$ -         | \$ -           |
| 0005      | 2020006   | Stump, Rem, 19 inch to 36 inch                                 | 2.00                      | -2.00           | 0.00           | Ea    | \$ 550.00     | \$ -         | \$ (1,100.00)  |
| 0006      | 2030011   | Dr Structure, Rem                                              | 10.00                     | -2.00           | 8.00           | Ea    | \$ 525.00     | \$ -         | \$ (1,050.00)  |
| 0007      | 2030015   | Sewer, Rem, Less than 24 inch                                  | 20.00                     | -20.00          | 0.00           | Ft    | \$ 40.00      | \$ -         | \$ (800.00)    |
| 0008      | 2037001   | _ Gas Main, Rem                                                | 700.00                    | -100.00         | 600.00         | Ft    | \$ 17.31      | \$ -         | \$ (1,731.00)  |
| 0009      | 2040020   | Curb and Gutter, Rem                                           | 1235.00                   | 107.10          | 1,342.10       | Ft    | \$ 8.20       | \$ 878.22    | \$ -           |
| 0011      | 2040045   | Masonry and Conc Structure, Rem                                | 20.00                     | -20.00          | 0.00           | Cyd   | \$ 20.00      | \$ -         | \$ (400.00)    |
| 0012      | 2047050   | _ Pavt, Rem, Modified                                          | 0.00                      | 0.00            | 0.00           | Ea    | \$ 8.64       | \$ -         | \$ -           |
| 0013      | 2040055   | Sidewalk, Rem                                                  | 787.00                    | 161.76          | 948.76         | Syd   | \$ 8.21       | \$ 1,328.05  | \$ -           |
| 0014      | 2047001   | _ Pavt Sawcut                                                  | 4676.00                   | -2,453.50       | 2,222.50       | Ft    | \$ 4.95       | \$ -         | \$ (12,144.83) |
| 0015      | 2047011   | _ Driveway, Rem                                                | 73.00                     | 116.77          | 189.77         | Syd   | \$ 13.10      | \$ 1,529.69  | \$ -           |
| 0016      | 2047011   | _ HMA Surface, Rem, Modified                                   | 3171.00                   | 124.20          | 3,295.20       | Syd   | \$ 6.90       | \$ 856.98    | \$ -           |
| 0017      | 2050018   | Excavation, Rock                                               | 20.00                     | -20.00          | 0.00           | Cyd   | \$ 50.00      | \$ -         | \$ (1,000.00)  |
| 0018      | 2050031   | Non Haz Contam Matl HandlingandDisp, LM                        | 20.00                     | -20.00          | 0.00           | Cyd   | \$ 50.00      | \$ -         | \$ (1,000.00)  |
| 0019      | 2047021   | _ Flowable Fill, Non-Structural                                | 20.00                     | 17.50           | 37.50          | Cyd   | \$ 125.00     | \$ 2,187.50  | \$ -           |
| 0020      | 2057002   | _ Roadway Grading, Special                                     | 7.00                      | 0.00            | 7.00           | Sta   | \$ 3,750.00   | \$ -         | \$ -           |
| 0021      | 2020008   | Stump, Rem, 6 inch to 18 inch                                  | 2.00                      | -2.00           | 0.00           | Ea    | \$ 375.00     | \$ -         | \$ (750.00)    |
| 0022      | 2040080   | Exploratory Investigation, Vertical                            | 12.00                     | 8.00            | 20.00          | Ft    | \$ 75.00      | \$ 600.00    | \$ -           |
| 0023      | 4021231   | Sewer Bulkhead, 15 inch                                        | 2.00                      | -2.00           | 0.00           | Ea    | \$ 575.00     | \$ -         | \$ (1,150.00)  |
| 0024      | 2057011   | _ Subgrade Undercutting 1 x 3                                  | 0.00                      | 0.00            | 0.00           | Syd   | \$ 50.00      | \$ -         | \$ -           |
| 0025      | 2057021   | _ Geogrid                                                      | 0.00                      | 0.00            | 0.00           | Cyd   | \$ 5.75       | \$ -         | \$ -           |
| 0026      | 2080016   | Erosion Control, Gravel Access Approach                        | 9.00                      | -9.00           | 0.00           | Ea    | \$ 1,500.00   | \$ -         | \$ (13,500.00) |
| 0027      | 2087050   | _ Erosion Control, Inlet Protection, Gate Filter, Rectangular  | 37.00                     | -7.00           | 30.00          | Ea    | \$ 150.00     | \$ -         | \$ (1,050.00)  |
| 0028      | 2090001   | Project Cleanup                                                | 1.00                      | 0.00            | 1.00           | LS    | \$ 25,000.00  | \$ -         | \$ -           |
| 0030      | 3027011   | _ Aggregate Base, 8 inch, 21AA, Modified                       | 2726.00                   | -60.87          | 2,665.13       | Syd   | \$ 14.45      | \$ -         | \$ (879.57)    |
| 0031      | 3060020   | Maintenance Gravel                                             | 80.00                     | -54.02          | 25.98          | Ton   | \$ 45.00      | \$ -         | \$ (2,430.90)  |
| 0033      | 4021260   | Trench Undercut and Backfill                                   | 130.00                    | -122.00         | 8.00           | Cyd   | \$ 45.00      | \$ -         | \$ (5,490.00)  |
| 0034      | 4027001   | _ Sanitary Sewer Backfill, Class II                            | 1092.00                   | -33.50          | 1,058.50       | Ft    | \$ 83.99      | \$ -         | \$ (2,813.67)  |
| 0035      | 4027001   | _ Sanitary Sewr, SDR 26 PVC, 12 inch                           | 1092.00                   | -74.50          | 1,017.50       | Ft    | \$ 205.28     | \$ -         | \$ (15,293.36) |
| 0036      | 4027001   | _ Sanitary Sewer, SDR 26 PVC, 8 inch                           | 0.00                      | 35.00           | 35.00          | Ft    | \$ 174.15     | \$ 6,095.25  | \$ -           |
| 0037      | 4027001   | _ Sanitary Sewer, Service Connection beyond 10 feet            | 170.00                    | -18.50          | 151.50         | Ft    | \$ 126.32     | \$ -         | \$ (2,336.92)  |
| 0038      | 4027001   | _ Sewer Backfill, Class II                                     | 40.00                     | -40.00          | 0.00           | Ft    | \$ 41.40      | \$ -         | \$ (1,656.00)  |
| 0039      | 4027001   | _ Sewer, CI E, 12 inch                                         | 40.00                     | -40.00          | 0.00           | Ft    | \$ 108.64     | \$ -         | \$ (4,345.60)  |
| 0042      | 4027050   | _ Sanitary Manhole, 48 inch dia                                | 6.00                      | 1.00            | 7.00           | Ea    | \$ 5,192.00   | \$ 5,192.00  | \$ -           |
| 0044      | 4027050   | _ Sanitary Sewer, Service Connection with 12 inch x 6 inch Wye | 28.00                     | -17.00          | 11.00          | Ea    | \$ 2,250.00   | \$ -         | \$ (38,250.00) |
| 0045      | 4027050   | _ Sanitary Sewer, Service Connection with 8 inch x 6 inch Wye  | 0.00                      | 1.00            | 1.00           | Ea    | \$ 2,150.00   | \$ 2,150.00  | \$ -           |
| 0047      | 4030280   | Dr Structure, Adj, Add Depth                                   | 4.00                      | -4.00           | 0.00           | Ft    | \$ 450.00     | \$ -         | \$ (1,800.00)  |
| 0048      | 4030312   | Dr Structure, Tap, 12 inch                                     | 4.00                      | -1.00           | 3.00           | Ea    | \$ 875.00     | \$ -         | \$ (875.00)    |
| 0051      | 4037050   | _ Catch Basin Cover, Curb                                      | 0.00                      | 0.00            | 0.00           | Ea    | \$ 1,050.00   | \$ -         | \$ -           |
| 0052      | 4037050   | _ Catch Basin, 48 inch dia                                     | 4.00                      | -4.00           | 0.00           | Ea    | \$ 3,974.96   | \$ -         | \$ (15,899.84) |
| 0053      | 4037050   | _ Mh Cover, Std                                                | 6.00                      | 17.00           | 23.00          | Ea    | \$ 730.00     | \$ 12,410.00 | \$ -           |
| 0055      | 4037050   | _ Utility Structure Cover, Adj, Case 1, Modified               | 16.00                     | 7.00            | 23.00          | Ea    | \$ 925.00     | \$ 6,475.00  | \$ -           |
| 0056      | 4037050   | _ Utility Structure, Temp Lowering, Modified                   | 0.00                      | 5.00            | 5.00           | Ea    | \$ 675.00     | \$ 3,375.00  | \$ -           |
| 0057      | 5010025   | Hand Patching                                                  | 20.00                     | -20.00          | 0.00           | Ton   | \$ 330.00     | \$ -         | \$ (6,600.00)  |
| 0058      | 5010033   | HMA, 13A                                                       | 600.00                    | 101.78          | 701.78         | Ton   | \$ 145.36     | \$ 14,794.74 | \$ -           |
| 0061      | 8010005   | Driveway, Nonreinf Conc, 6 inch                                | 750.00                    | -482.71         | 267.29         | Syd   | \$ 41.80      | \$ -         | \$ (20,177.28) |
| 0062      | 8020002   | Curb, Conc, Det E2                                             | 20.00                     | 37.50           | 57.50          | Ft    | \$ 39.50      | \$ 1,481.25  | \$ -           |
| 0063      | 8020038   | Curb and Gutter, Conc, Det F4                                  | 1000.00                   | 218.40          | 1,218.40       | Ft    | \$ 29.60      | \$ 6,464.64  | \$ -           |
| 0064      | 8030010   | Detectable Warning Surface                                     | 45.00                     | 0.00            | 45.00          | Ft    | \$ 44.00      | \$ -         | \$ -           |
| 0065      | 8030030   | Curb Ramp Opening, Conc                                        | 215.00                    | -42.00          | 173.00         | Ft    | \$ 29.60      | \$ -         | \$ (1,243.20)  |
| 0066      | 8030044   | Sidewalk, Conc, 4 inch                                         | 5910.00                   | 844.07          | 6,754.07       | Sft   | \$ 4.95       | \$ 4,178.15  | \$ -           |

**ENG22-02, 2022 DWSRF PH1 WM REPLACEMENTS, WEST DIVISION  
BALANCING CHANGE ORDER NUMBER 3**

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

| Prop Line | Item Code | Item Description                                                | Current Contract Quantity | Quantity Change | Final Quantity | Units | Unit Price   | Amount       |                |
|-----------|-----------|-----------------------------------------------------------------|---------------------------|-----------------|----------------|-------|--------------|--------------|----------------|
|           |           |                                                                 |                           |                 |                |       |              | ADD          | DEDUCT         |
| 0067      | 8030046   | Sidewalk, Conc, 6 inch                                          | 525.00                    | 239.50          | 764.50         | Sft   | \$ 5.11      | \$ 1,223.85  | \$ -           |
| 0068      | 8032002   | Curb Ramp, Conc, 6 inch                                         | 1015.00                   | 217.36          | 1,232.36       | Sft   | \$ 7.10      | \$ 1,543.26  | \$ -           |
| 0069      | 8100371   | Post, Steel, 3 pound                                            | 221.00                    | -77.00          | 144.00         | Ft    | \$ 11.28     | \$ -         | \$ (868.56)    |
| 0070      | 8100402   | Sign, Type III, Erect, Salv                                     | 1.00                      | 0.00            | 1.00           | Ea    | \$ 71.50     | \$ -         | \$ -           |
| 0071      | 8100403   | Sign, Type III, Rem                                             | 32.00                     | -16.00          | 16.00          | Ea    | \$ 49.50     | \$ -         | \$ (792.00)    |
| 0072      | 8100404   | Sign, Type IIIA                                                 | 178.00                    | -110.47         | 67.53          | Sft   | \$ 22.28     | \$ -         | \$ (2,461.27)  |
| 0073      | 8100405   | Sign, Type IIIB                                                 | 5.00                      | 0.00            | 5.00           | Sft   | \$ 22.28     | \$ -         | \$ -           |
| 0074      | 8120012   | Barr, Type III, HighInten, DblSided, Ltd, Furn                  | 32.00                     | 11.00           | 43.00          | Ea    | \$ 73.37     | \$ 807.07    | \$ -           |
| 0075      | 8120013   | Barr, Type III, HighInten, DblSided, Ltd, Oper                  | 32.00                     | 11.00           | 43.00          | Ea    | \$ 6.38      | \$ 70.18     | \$ -           |
| 0076      | 8120026   | Pedestrian Type II Barricade, Temp                              | 30.00                     | -3.00           | 27.00          | Ea    | \$ 63.80     | \$ -         | \$ (191.40)    |
| 0083      | 8120170   | Minor Traf Devices                                              | 1.00                      | 0.00            | 1.00           | LS    | \$ 25,000.00 | \$ -         | \$ -           |
| 0084      | 8120252   | Plastic Drum, Fluorescent, Furn                                 | 75.00                     | -75.00          | 0.00           | Ea    | \$ 33.18     | \$ -         | \$ (2,488.50)  |
| 0085      | 8120253   | Plastic Drum, Fluorescent, Oper                                 | 75.00                     | -75.00          | 0.00           | Ea    | \$ 1.28      | \$ -         | \$ (96.00)     |
| 0086      | 8120350   | Sign, Type B, Temp, Prismatic, Furn                             | 511.00                    | -11.00          | 500.00         | Sft   | \$ 4.42      | \$ -         | \$ (48.62)     |
| 0087      | 8120351   | Sign, Type B, Temp, Prismatic, Oper                             | 512.00                    | -12.00          | 500.00         | Sft   | \$ 0.30      | \$ -         | \$ (3.60)      |
| 0090      | 8120370   | Traf Regulator Control                                          | 1.00                      | 0.00            | 1.00           | LS    | \$ 2,500.00  | \$ -         | \$ -           |
| 0091      | 8150001   | Site Preparation, Max                                           | 1.00                      | 0.00            | 1.00           | LS    | \$ 11,100.00 | \$ -         | \$ -           |
| 0092      | 8150002   | WateringandCultivating,1st Seasn,Min                            | 1.00                      | 0.00            | 0.00           | LS    | \$ 8,500.00  | \$ -         | \$ -           |
| 0093      | 8150003   | WateringandCultivating,2nd Seasn,Min                            | 1.00                      | 0.00            | 0.00           | LS    | \$ 8,500.00  | \$ -         | \$ -           |
| 0094      | 8157011   | _ Shredded Mulch                                                | 50.00                     | -19.00          | 31.00          | Syd   | \$ 95.00     | \$ -         | \$ (1,805.00)  |
| 0095      | 8157050   | _ Acer Rubrum 'Bowhall', 2-1/2 inch                             | 4.00                      | 0.00            | 4.00           | Ea    | \$ 1,450.00  | \$ -         | \$ -           |
| 0096      | 8157050   | _ Gledistia Triacanthos Inermis 'Skyline', 2-1/2 inch           | 6.00                      | 0.00            | 6.00           | Ea    | \$ 1,450.00  | \$ -         | \$ -           |
| 0097      | 8157050   | _ Pyrus Calleryana, 2-1/2 inch                                  | 6.00                      | 0.00            | 6.00           | Ea    | \$ 1,450.00  | \$ -         | \$ -           |
| 0098      | 8157050   | _ Syringa Reticulata, 2-1/2 inch                                | 5.00                      | 0.00            | 5.00           | Ea    | \$ 1,450.00  | \$ -         | \$ -           |
| 0099      | 8167011   | _ Turf Establishment, Performance                               | 5124.00                   | -2,022.79       | 3,101.21       | Syd   | \$ 8.61      | \$ -         | \$ (17,416.22) |
| 0100      | 8237001   | _ Hydrant Extension                                             | 4.00                      | -4.00           | 0.00           | Ft    | \$ 600.00    | \$ -         | \$ (2,400.00)  |
| 0101      | 8237001   | _ Tracer Wire, Modified                                         | 6220.00                   | -485.90         | 5,734.10       | Ft    | \$ 3.31      | \$ -         | \$ (1,608.33)  |
| 0102      | 8237001   | _ Water Main Backfill, Class II                                 | 2530.00                   | -197.50         | 2,332.50       | Ft    | \$ 41.48     | \$ -         | \$ (8,192.30)  |
| 0103      | 8237001   | _ Water Main, 12 inch                                           | 100.00                    | -8.00           | 92.00          | Ft    | \$ 292.16    | \$ -         | \$ (2,337.28)  |
| 0104      | 8237001   | _ Water Main, 6 inch                                            | 40.00                     | -40.00          | 0.00           | Ft    | \$ 196.30    | \$ -         | \$ (7,852.00)  |
| 0105      | 8237001   | _ Water Main, 8 inch                                            | 2430.00                   | -178.25         | 2,251.75       | Ft    | \$ 121.20    | \$ -         | \$ (21,603.90) |
| 0106      | 8237001   | _ Water Service Pipe, Cu, 1 inch                                | 1800.00                   | -91.00          | 1,709.00       | Ft    | \$ 27.30     | \$ -         | \$ (2,484.30)  |
| 0107      | 8237050   | _ Bond Restoration                                              | 64.00                     | -23.00          | 41.00          | Ea    | \$ 425.00    | \$ -         | \$ (9,775.00)  |
| 0108      | 8237050   | _ Electrical Permit Acquisition and Compliance                  | 64.00                     | -23.00          | 41.00          | Ea    | \$ 395.00    | \$ -         | \$ (9,085.00)  |
| 0109      | 8237050   | _ Gate Box, Adj, Case 1, Modified                               | 7.00                      | 7.00            | 14.00          | Ea    | \$ 775.00    | \$ 5,425.00  | \$ -           |
| 0111      | 8237050   | _ Gate Valve and Box, 8 inch, Modified                          | 13.00                     | 1.00            | 14.00          | Ea    | \$ 3,573.31  | \$ 3,573.31  | \$ -           |
| 0112      | 8237050   | _ Hydrant Assembly                                              | 5.00                      | 1.00            | 6.00           | Ea    | \$ 6,820.00  | \$ 6,820.00  | \$ -           |
| 0113      | 8237050   | _ Hydrant, Rem, Modified                                        | 5.00                      | -1.00           | 4.00           | Ea    | \$ 575.00    | \$ -         | \$ (575.00)    |
| 0114      | 8237050   | _ Plumbing Permit Acquisition and Compliance                    | 64.00                     | -23.00          | 41.00          | Ea    | \$ 450.00    | \$ -         | \$ (10,350.00) |
| 0115      | 8237050   | _ Tracer Wire, Grounding Rod                                    | 17.00                     | -9.00           | 8.00           | Ea    | \$ 120.00    | \$ -         | \$ (1,080.00)  |
| 0116      | 8237050   | _ Wall Penetration Sleeve, Sch 40 PVC, 1-1/2 inch               | 64.00                     | -23.00          | 41.00          | Ea    | \$ 225.00    | \$ -         | \$ (5,175.00)  |
| 0118      | 8237050   | _ Water Main, Connect New 8 inch to Existing 6 inch             | 12.00                     | -5.00           | 7.00           | Ea    | \$ 7,500.00  | \$ -         | \$ (37,500.00) |
| 0119      | 8237050   | _ Water Main, Connect New 8 inch to Existing 8 inch             | 1.00                      | 3.00            | 4.00           | Ea    | \$ 8,450.00  | \$ 25,350.00 | \$ -           |
| 0120      | 8237050   | _ Water Main, Cut and Plug, 6 inch                              | 8.00                      | -1.00           | 7.00           | Ea    | \$ 475.00    | \$ -         | \$ (475.00)    |
| 0121      | 8237050   | _ Water Main, Cut and Plug, 8 inch                              | 2.00                      | 0.00            | 2.00           | Ea    | \$ 575.00    | \$ -         | \$ -           |
| 0122      | 8237050   | _ Water Meter                                                   | 64.00                     | -23.00          | 41.00          | Ea    | \$ 275.00    | \$ -         | \$ (6,325.00)  |
| 0123      | 8237050   | _ Water Meter Acquisition and Radio Reading Device Coordination | 64.00                     | -23.00          | 41.00          | Ea    | \$ 275.00    | \$ -         | \$ (6,325.00)  |
| 0124      | 8237050   | _ Water Serv, 1 inch                                            | 33.00                     | -11.00          | 22.00          | Ea    | \$ 3,285.00  | \$ -         | \$ (36,135.00) |
| 0125      | 8237050   | _ Water Serv, Long, 1 inch                                      | 31.00                     | -6.00           | 25.00          | Ea    | \$ 3,830.00  | \$ -         | \$ (22,980.00) |
| 0126      | 8237050   | _ Water Serv, Long, 2 inch                                      | 1.00                      | -1.00           | 0.00           | Ea    | \$ 5,390.40  | \$ -         | \$ (5,390.40)  |
| 0127      | 8237050   | _ Water Service, Abandon, Two-inch Diameter or Less             | 51.00                     | -3.00           | 48.00          | Ea    | \$ 250.00    | \$ -         | \$ (750.00)    |
| 0128      | 8267030   | _ Water Main Fittings, DI                                       | 4000.00                   | -3,876.00       | 124.00         | Lb    | \$ 5.50      | \$ -         | \$ (21,318.00) |

## ENG22-02, 2022 DWSRF PH1 WM REPLACEMENTS, WEST DIVISION BALANCING CHANGE ORDER NUMBER 3

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

| Prop Line | Item Code | Item Description                                        | Current Contract Quantity | Quantity Change | Final Quantity | Units | Unit Price   | Amount       |                |
|-----------|-----------|---------------------------------------------------------|---------------------------|-----------------|----------------|-------|--------------|--------------|----------------|
|           |           |                                                         |                           |                 |                |       |              | ADD          | DEDUCT         |
| 0129      | 4027001   | _ Sewer, DI, 8 inch                                     | 40.00                     | -40.00          | 0.00           | Ft    | \$ 125.00    | \$ -         | \$ (5,000.00)  |
| 0130      | 4037050   | _ Catch Basin, 24 inch dia                              | 2.00                      | -2.00           | 0.00           | Ea    | \$ 2,720.00  | \$ -         | \$ (5,440.00)  |
| 0131      | 6030005   | Cement                                                  | 2.00                      | -2.00           | 0.00           | Ton   | \$ 150.00    | \$ -         | \$ (300.00)    |
| 0132      | 8010007   | Driveway, Nonreinf Conc, 8 inch                         | 11.00                     | -11.00          | 0.00           | Syd   | \$ 75.00     | \$ -         | \$ (825.00)    |
| 0133      | 8230391   | Gate Box, Adj, Temp, Case 1                             | 13.00                     | -13.00          | 0.00           | Ea    | \$ 675.00    | \$ -         | \$ (8,775.00)  |
| 0134      | 8237050   | _ Water Main, Connect New 12 inch to Existing 12 inch   | 2.00                      | 0.00            | 2.00           | Ea    | \$ 9,540.00  | \$ -         | \$ -           |
| 0135      | 8237050   | _ Watr Main, COnnect New 12 inch to Existing 12 inch    | 0.00                      | 0.00            | 0.00           | Ea    | \$ 5,170.80  | \$ -         | \$ -           |
| 0136      | 8237050   | _ Water Main, Cut and Plug, 12 inch                     | 2.00                      | 0.00            | 2.00           | Ea    | \$ 1,250.00  | \$ -         | \$ -           |
| 0137      | 8157050   | _ Gledistia Triacanthos Inermis 'Skyline', 2 1/2 inch   | 4.00                      | 0.00            | 4.00           | Ea    | \$ 1,450.00  | \$ -         | \$ -           |
| 0138      | 8157050   | _ Syringa Reticula, 2 1/2 inch                          | 3.00                      | -1.00           | 2.00           | Ea    | \$ 1,450.00  | \$ -         | \$ (1,450.00)  |
| 0139      | 2047011   | _ Driveway, Rem                                         | 10.00                     | 46.50           | 56.50          | Syd   | \$ 13.10     | \$ 609.15    | \$ -           |
| 0140      | 8030010   | Detectable Warning Surface Detectable Warning Surface   | 30.00                     | -20.00          | 10.00          | Ft    | \$ 44.00     | \$ -         | \$ (880.00)    |
| 0141      | 8030030   | Curb Ramp Opening, Conc Curb Ramp Opening, Conc         | 20.00                     | -6.00           | 14.00          | Ft    | \$ 29.60     | \$ -         | \$ (177.60)    |
| 0142      | 8032002   | Curb Ramp, Conc, 6 inch Curb Ramp, Conc, 6 inch         | 100.00                    | -15.71          | 84.29          | Sft   | \$ 7.10      | \$ -         | \$ (111.54)    |
| 0143      | 8157050   | _ Acer Rubrum 'Bowhall'. 2 1/2 inch                     | 2.00                      | 0.00            | 2.00           | Ea    | \$ 1,450.00  | \$ -         | \$ -           |
| 0144      | 8157050   | _ Pyrus Calleryana, 2 1/2 inch                          | 2.00                      | 0.00            | 2.00           | Ea    | \$ 1,450.00  | \$ -         | \$ -           |
| 0145      | 3027011   | _ Aggregate Base, 8 inch, 21AA, Modified, Pavt Patch    | 2123.00                   | 552.18          | 2,675.18       | Syd   | \$ 15.75     | \$ 8,696.84  | \$ -           |
| 0146      | 5017031   | _ HMA, 13A, Pavt Patch                                  | 700.00                    | -141.22         | 558.78         | Ton   | \$ 194.00    | \$ -         | \$ (27,396.68) |
| 0147      | 8237001   | _ Water Main, Dir Bore, 8 inch                          | 780.00                    | -232.00         | 548.00         | Ft    | \$ 145.20    | \$ -         | \$ (33,686.40) |
| 0148      | 2020002   | Tree, Rem, 19 inch to 36 inch , Revised                 | 6.00                      | 0.00            | 6.00           | Ea    | \$ 1,750.00  | \$ -         | \$ -           |
| 0149      | 2047011   | _ Pavt, Rem, Modified, Revised                          | 1678.00                   | 367.11          | 2,045.11       | Syd   | \$ 8.64      | \$ 3,171.83  | \$ -           |
| 0150      | 2057021   | _ Subgrade Undercutting, 1 x 3, Revised                 | 155.00                    | -155.00         | 0.00           | Cyd   | \$ 50.00     | \$ -         | \$ (7,750.00)  |
| 0151      | 2057011   | _ Geogrid, Revised                                      | 440.00                    | -440.00         | 0.00           | Syd   | \$ 5.75      | \$ -         | \$ (2,530.00)  |
| 0152      | 8237050   | _ Gate Valve and Box, 12 inch, Modified                 | 2.00                      | 0.00            | 2.00           | Ea    | \$ 5,170.80  | \$ -         | \$ -           |
| 0154      | 8120035   | Channelizing Device, 42 in, Fluor, Furn                 | 0.00                      | 125.00          | 125.00         | Ea    | \$ 24.75     | \$ 3,093.75  | \$ -           |
| 0155      | 8120036   | Channelizing Device, 42 in, Fluor, Oper                 | 0.00                      | 125.00          | 125.00         | Ea    | \$ 1.65      | \$ 206.25    | \$ -           |
| 0156      | 8237001   | _ Water Main, 4 inch                                    | 0.00                      | 21.50           | 21.50          | Ft    | \$ 247.12    | \$ 5,313.08  | \$ -           |
| 0157      | 8237001   | _ Water Main, 6 inch                                    | 0.00                      | 13.85           | 13.85          | Ft    | \$ 196.30    | \$ 2,718.76  | \$ -           |
| 0158      | 4027050   | _ Sewer Lateral Repair                                  | 0.00                      | 5.00            | 5.00           | Ea    | \$ 250.00    | \$ 1,250.00  | \$ -           |
| 0159      | 4027050   | _ Sewer Bulkhead, 8 inch                                | 0.00                      | 2.00            | 2.00           | Ea    | \$ 450.00    | \$ 900.00    | \$ -           |
| 0160      | 2047011   | _ Driveway, Rem, Biddle                                 | 0.00                      | 35.00           | 35.00          | Syd   | \$ 13.10     | \$ 458.50    | \$ -           |
| 0161      | 8030010   | Detectable Warning Surface , Biddle                     | 0.00                      | 80.00           | 80.00          | Ft    | \$ 44.00     | \$ 3,520.00  | \$ -           |
| 0162      | 8030046   | Sidewalk, Conc, 6 inch                                  | 0.00                      | 52.50           | 52.50          | Sft   | \$ 5.11      | \$ 268.28    | \$ -           |
| 0163      | 8230130   | Water Main, 4 inch, Cut and Plug                        | 0.00                      | 1.00            | 1.00           | Ea    | \$ 500.00    | \$ 500.00    | \$ -           |
| 0164      | 8237050   | _ WaterMain, Connect New 8 inch to Existing 4 inch      | 0.00                      | 1.00            | 1.00           | Ea    | \$ 7,500.00  | \$ 7,500.00  | \$ -           |
| 0166      | 4027001   | _ Sanitary Sewer, SDR 26 PVC, 8 inch                    | 0.00                      | 6.00            | 6.00           | Ft    | \$ 174.15    | \$ 1,044.90  | \$ -           |
| 0167      | 4027050   | _ Sewer Televising and Cleaning                         | 0.00                      | 1.00            | 1.00           | Ea    | \$ 1,451.87  | \$ 1,451.87  | \$ -           |
| 0168      | 4030312   | Dr Structure, Tap, 12 inch , Williams                   | 0.00                      | 1.00            | 1.00           | Ea    | \$ 875.00    | \$ 875.00    | \$ -           |
| 0169      | 4037050   | _ Sanitary Mh, 72 inch and Taps at Williams and Wilkins | 0.00                      | 1.00            | 1.00           | Ea    | \$ 12,248.00 | \$ 12,248.00 | \$ -           |

Total: \$ 168,635.35 \$ (495,977.09)

Net Change: \$ (327,341.74)

Current Contract Amount: \$ 2,833,809.58

Revised Contract Amount: \$ 2,506,467.84

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** July 22, 2025  
**SUBJECT:** **Change Order 3 to the Drinking Water State Revolving Fund (DWSRF) Phase 1, East Division contract with Bailey Excavating, Inc.**

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**Recommendation:**

**Approve Change Order 3 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement, East Division contract with Bailey Excavating, Inc. in the decreased amount of \$498,149.56 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.**

Attached is a report and documentation from Troy R. White, City Engineer, regarding approval of Change Order 3 to the Drinking Water State Revolving Fund (DWSRF) Phase 1, East Division contract.

I recommend approval of the change order. Your consideration and concurrence is appreciated.

JG



## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Troy R. White, P.E., City Engineer  
**DATE:** July 22, 2025

**RECOMMENDATION:** Approve Change Order 3 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement, East Division contract with Bailey Excavating, Inc. in the decreased amount of \$498,149.56 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

### ISSUE STATEMENT

Work for the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement, East Division contract with Bailey Excavating, Inc. is now complete. As such, the attached balancing Change Order has been prepared to align contract quantities with actual quantities placed in the field and to add items that were necessary to complete the work in the field. As demonstrated on the attached table, the final field quantities for some items are more than current contract quantities while others are less. The quantities included in the original contract were estimates.

Balancing change orders do not represent a significant change or expansion in the scope of contract. It is standard practice for balancing change orders to be prepared and approved by both the owner and the contractor at the conclusion of a construction project to ensure there is agreement by both parties regarding the work completed.

### DESCRIPTION OF CONSEQUENCES

The agreement between the City and the contractor on balancing change orders is a part of the process for completing and closing out contracts. Once the balancing change order is approved, the process to close the contract can proceed. To protect the City's interests, this process requires the contractor to provide the following:

- an affidavit that all subcontractors, suppliers and laborers have been fully paid
- a maintenance bond
- the written consent from the contractor's bonding company for final payment to be made

Only after the above items have been provided by the contractor does the City release retainage and make final payment.

This change order represents a decrease of \$498,149.56, bringing the current contract amount to \$3,460,259.67.

### OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City's street, sewer and water main infrastructure. To this end, Engineering developed this project to replace the water mains and reconstruct select pavement and sanitary sewer on Arnold Street from Cooper Street to the east end, Burr Street from Cooper Street to Waterloo Avenue, Deyo Street from Elm Avenue to Gorham Street, and Dwight Street from Chapin Street to Tyson Street.

On May 23, 2023, City Council approved the award of the contract to Bailey Excavating, Inc. of Jackson, Michigan in the amount of \$5,268,528.26 along with Change Order 1 to update the federal boilerplate language that was included in the original contract. On November 28, 2023, City Council approved Change Order 2 in the decreased amount of \$1,310,119.03 to adjust contract items, quantities and unit prices for the removal of street reconstruction on Arnold Street (Cooper to east end), Burr Street (Cooper to State), and Deyo Street (Elm to Gorham) from the contract as such work was not funded by approved assessment rolls.

## SOLUTION

Engineering has prepared this balancing Change Order 3 after final quantities were measured in the field and the costs for added items were obtained from the contractor, compared with industry wide average unit prices and determined to be fair and reasonable. The contractor is in agreement with the final quantities contained with this balancing change order.

## FACILITATE IMPLEMENTATION

Approve Change Order 3 to the Drinking Water State Revolving Fund (DWSRF) Phase 1 Water Main Replacement, East Division contract with Bailey Excavating, Inc. in the decreased amount of \$498,149.56 to balance contract quantities to match quantities placed in the field and authorize the City Manager and City Engineer to execute the appropriate document.

TRW/kmm

**CHANGE ORDER NO. 3**  
**To Contract for**  
**ENG22-02 DWSRF PHASE 1 WATER MAIN REPLACEMENTS, EAST DIVISION**  
**City of Jackson, Michigan**

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents, Plans and Specifications of the above-named contract.

|                                                         |                          |
|---------------------------------------------------------|--------------------------|
| <b>ORIGINAL CONTRACT AMOUNT</b>                         | <b>\$ 5,268,528.26</b>   |
| <b>CHANGE ORDER NO. 1</b>                               | <b>\$ 0.00</b>           |
| <b>NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1</b> | <b>\$ 5,268,528.26</b>   |
| <b>CHANGE ORDER NO. 2</b>                               | <b>\$ (1,310,119.03)</b> |
| <b>NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2</b> | <b>\$ 3,958,409.23</b>   |
| <b>CHANGE ORDER NO. 3</b>                               | <b>\$ (498,149.56)</b>   |
| <b>NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 3</b> | <b>\$ 3,460,259.67</b>   |

**REASON FOR CHANGE:**

To balance contract quantities for authorized items to match quantities placed in the field and to add extra items that were necessary to complete work in the field.

**CONTRACT COMPLETION:**

The contract completion date remains unchanged.

ACCEPTED BY:

\_\_\_\_\_  
Prepared by Jeffrey D. Crow, P.E.  
Assistant City Engineer

\_\_\_\_\_  
Bailey Excavating, Inc.

\_\_\_\_\_  
Date:

ACCEPTED BY:

\_\_\_\_\_  
Troy R. White, P.E., City Engineer

\_\_\_\_\_  
Date:

ACCEPTED BY:

\_\_\_\_\_  
Jonathan Greene, City Manager

\_\_\_\_\_  
Date:

## ENG22-02, 2022 DWSRF PH1 WM REPLACEMENTS, EAST DIVISION BALANCING CHANGE ORDER NUMBER 3

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

| Prop Line | Item Code | Item Description                                               | Current Contract Quantity | Quantity Change | Final Quantity | Units | Unit Price    | Amount      |                |
|-----------|-----------|----------------------------------------------------------------|---------------------------|-----------------|----------------|-------|---------------|-------------|----------------|
|           |           |                                                                |                           |                 |                |       |               | ADD         | DEDUCT         |
| 0001      | 1100001   | Mobilization, Max                                              | 0.95                      | 0.00            | 0.95           | LS    | \$ 400,000.00 | \$ -        | \$ -           |
| 0002      | 2020002   | Tree, Rem, 19 inch to 36 inch                                  | 0.00                      | 0.00            | 0.00           | Ea    | \$ 1,750.00   | \$ -        | \$ -           |
| 0003      | 2020003   | Tree, Rem, 37 inch or Larger                                   | 0.00                      | 0.00            | 0.00           | Ea    | \$ 4,500.00   | \$ -        | \$ -           |
| 0004      | 2020004   | Tree, Rem, 6 inch to 18 inch                                   | 0.00                      | 0.00            | 0.00           | Ea    | \$ 1,250.00   | \$ -        | \$ -           |
| 0005      | 2020006   | Stump, Rem, 19 inch to 36 inch                                 | 1.00                      | -1.00           | 0.00           | Ea    | \$ 550.00     | \$ -        | \$ (550.00)    |
| 0006      | 2030011   | Dr Structure, Rem                                              | 6.00                      | -1.00           | 5.00           | Ea    | \$ 575.00     | \$ -        | \$ (575.00)    |
| 0007      | 2030015   | Sewer, Rem, Less than 24 inch                                  | 1083.00                   | -1,083.00       | 0.00           | Ft    | \$ 40.00      | \$ -        | \$ (43,320.00) |
| 0008      | 2037001   | _ Gas Main, Rem                                                | 600.00                    | -304.00         | 296.00         | Ft    | \$ 17.62      | \$ -        | \$ (5,356.48)  |
| 0009      | 2040020   | Curb and Gutter, Rem                                           | 2302.00                   | 295.50          | 2,597.50       | Ft    | \$ 8.41       | \$ 2,485.16 | \$ -           |
| 0010      | 2040021   | Curb, Rem                                                      | 176.00                    | -176.00         | 0.00           | Ft    | \$ 7.24       | \$ -        | \$ (1,274.24)  |
| 0011      | 2040045   | Masonry and Conc Structure, Rem                                | 25.00                     | -25.00          | 0.00           | Cyd   | \$ 20.00      | \$ -        | \$ (500.00)    |
| 0012      | 2047050   | _ Pavt, Rem, Modified                                          | 0.00                      | 0.00            | 0.00           | Ea    | \$ 10.30      | \$ -        | \$ -           |
| 0013      | 2040055   | Sidewalk, Rem                                                  | 2579.00                   | -635.28         | 1,943.72       | Syd   | \$ 7.66       | \$ -        | \$ (4,866.24)  |
| 0014      | 2047001   | _ Pavt Sawcut                                                  | 4294.00                   | -1,104.50       | 3,189.50       | Ft    | \$ 4.95       | \$ -        | \$ (5,467.28)  |
| 0015      | 2047011   | _ Driveway, Rem                                                | 407.00                    | 41.73           | 448.73         | Syd   | \$ 13.00      | \$ 542.49   | \$ -           |
| 0016      | 2047011   | _ HMA Surface, Rem, Modified                                   | 6706.00                   | 187.42          | 6,893.42       | Syd   | \$ 5.64       | \$ 1,057.05 | \$ -           |
| 0017      | 2050018   | Excavation, Rock                                               | 20.00                     | 23.28           | 43.28          | Cyd   | \$ 50.00      | \$ 1,164.00 | \$ -           |
| 0018      | 2050031   | Non Haz Contam Matl HandlingandDisp, LM                        | 20.00                     | -20.00          | 0.00           | Cyd   | \$ 50.00      | \$ -        | \$ (1,000.00)  |
| 0019      | 2057021   | _ Flowable Fill, Non-Structural                                | 115.00                    | -115.00         | 0.00           | Cyd   | \$ 125.00     | \$ -        | \$ (14,375.00) |
| 0020      | 2057002   | _ Roadway Grading, Special                                     | 12.00                     | 0.00            | 12.00          | Sta   | \$ 3,750.00   | \$ -        | \$ -           |
| 0021      | 2020008   | Stump, Rem, 6 inch to 18 inch                                  | 5.00                      | -4.00           | 1.00           | Ea    | \$ 375.00     | \$ -        | \$ (1,500.00)  |
| 0022      | 2040080   | Exploratory Investigation, Vertical                            | 12.00                     | -12.00          | 0.00           | Ft    | \$ 75.00      | \$ -        | \$ (900.00)    |
| 0023      | 4021231   | Sewer Bulkhead, 15 inch                                        | 0.00                      | 1.00            | 1.00           | Ea    | \$ 575.00     | \$ 575.00   | \$ -           |
| 0024      | 2057011   | _ Subgrade Undercutting, 1 x 3                                 | 0.00                      | 0.00            | 0.00           | Syd   | \$ 50.00      | \$ -        | \$ -           |
| 0025      | 2057021   | _ Geogrid                                                      | 0.00                      | 0.00            | 0.00           | Cyd   | \$ 5.75       | \$ -        | \$ -           |
| 0026      | 2080016   | Erosion Control, Gravel Access Approach                        | 6.00                      | -6.00           | 0.00           | Ea    | \$ 1,500.00   | \$ -        | \$ (9,000.00)  |
| 0027      | 2087050   | _ Erosion Control, Inlet Protection, Grate Filter, Rectangular | 61.00                     | -16.00          | 45.00          | Ea    | \$ 150.00     | \$ -        | \$ (2,400.00)  |
| 0028      | 2090001   | Project Cleanup                                                | 0.95                      | 0.00            | 0.95           | LS    | \$ 25,000.00  | \$ -        | \$ -           |
| 0029      | 3027011   | _ Aggregate Base, 6 inch, 21AA, Modified                       | 74.00                     | 156.96          | 230.96         | Syd   | \$ 10.85      | \$ 1,703.02 | \$ -           |
| 0030      | 3027011   | _ Aggregate Base, 8 inch, 21AA, Modified                       | 5364.00                   | -1,255.03       | 4,108.97       | Syd   | \$ 14.15      | \$ -        | \$ (17,758.67) |
| 0031      | 3060020   | Maintenance Gravel                                             | 80.00                     | 87.88           | 167.88         | Ton   | \$ 45.00      | \$ 3,954.60 | \$ -           |
| 0032      | 4021204   | Sewer Tap, 12 inch                                             | 40.00                     | -39.00          | 1.00           | Ea    | \$ 775.00     | \$ -        | \$ (30,225.00) |
| 0033      | 4021260   | Trench Undercut and Backfill                                   | 500.00                    | -500.00         | 0.00           | Cyd   | \$ 45.00      | \$ -        | \$ (22,500.00) |
| 0034      | 4027001   | _ Sanitary Sewer Backfill, Class II                            | 1026.00                   | -224.00         | 802.00         | Ft    | \$ 74.70      | \$ -        | \$ (16,732.80) |
| 0035      | 4027001   | _ Sanitary Sewer, SDR 26 PVC, 12 inch                          | 1026.00                   | -224.00         | 802.00         | Ft    | \$ 220.14     | \$ -        | \$ (49,311.36) |
| 0036      | 4027001   | _ Sanitary Sewer, SDR 26 PVC, 8 inch                           | 0.00                      | 0.00            | 0.00           | Ft    | \$ 190.24     | \$ -        | \$ -           |
| 0037      | 4027001   | _ Sanitary Sewer, Service Connections                          | 122.00                    | 11.00           | 133.00         | Ft    | \$ 125.00     | \$ 1,375.00 | \$ -           |
| 0037      | 4027001   | _ Sanitary Sewer, Service Connections beyond 10 feet           | 0.00                      | 0.00            | 0.00           | Ft    | \$ 125.00     | \$ -        | \$ -           |
| 0038      | 4027001   | _ Sewer Backfill, Class II                                     | 26.00                     | 47.00           | 73.00          | Ft    | \$ 43.20      | \$ 2,030.40 | \$ -           |
| 0039      | 4027001   | _ Sewer, CI E, 12 inch                                         | 26.00                     | 0.00            | 26.00          | Ft    | \$ 110.63     | \$ -        | \$ -           |
| 0040      | 4027001   | _ Sewer, CI E, 18 inch                                         | 0.00                      | 0.00            | 0.00           | Ft    | \$ 137.80     | \$ -        | \$ -           |
| 0041      | 4027001   | _ Sewer, CI E, 24 inch                                         | 0.00                      | 0.00            | 0.00           | Ft    | \$ 169.60     | \$ -        | \$ -           |
| 0042      | 4027050   | _ Sanitary Manhole, 48 inch dia                                | 5.00                      | -1.00           | 4.00           | Ea    | \$ 5,090.00   | \$ -        | \$ (5,090.00)  |
| 0044      | 4027050   | _ Sanitary Sewer, Service Connection with 12 inch x 6 inch Wye | 14.00                     | 1.00            | 15.00          | Ea    | \$ 2,250.00   | \$ 2,250.00 | \$ -           |
| 0045      | 4027050   | _ Sanitary Sewer, Service Connection with 8 inch x 6 inch Wye  | 0.00                      | 0.00            | 0.00           | Ea    | \$ 2,150.00   | \$ -        | \$ -           |
| 0046      | 4027050   | _ Sewer Lateral Repair                                         | 26.00                     | -24.00          | 2.00           | Ea    | \$ 250.00     | \$ -        | \$ (6,000.00)  |
| 0047      | 4030280   | Dr Structure, Adj, Add Depth                                   | 4.00                      | -3.00           | 1.00           | Ft    | \$ 450.00     | \$ -        | \$ (1,350.00)  |
| 0048      | 4030312   | Dr Structure, Tap, 12 inch                                     | 4.00                      | -4.00           | 0.00           | Ea    | \$ 875.00     | \$ -        | \$ (3,500.00)  |
| 0049      | 4030312   | Dr Structure, Tap, 12 inch                                     | 0.00                      | 0.00            | 0.00           | Ea    | \$ 1,050.00   | \$ -        | \$ -           |
| 0050      | 4037001   | _ Storm Manhole, Add Depth of 60 inch dia, 8 feet to 15 feet   | 0.00                      | 0.00            | 0.00           | Ft    | \$ 775.00     | \$ -        | \$ -           |
| 0051      | 4037050   | _ Catch Basin Cover, Curb                                      | 15.00                     | -8.00           | 7.00           | Ea    | \$ 1,050.00   | \$ -        | \$ (8,400.00)  |
| 0052      | 4037050   | _ Catch Basin, 48 inch dia                                     | 5.00                      | -4.00           | 1.00           | Ea    | \$ 4,126.34   | \$ -        | \$ (16,505.36) |



## ENG22-02, 2022 DWSRF PH1 WM REPLACEMENTS, EAST DIVISION

### BALANCING CHANGE ORDER NUMBER 3

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

| Prop Line | Item Code | Item Description                                     | Current Contract Quantity | Quantity Change | Final Quantity | Units | Unit Price   | Amount      |                |
|-----------|-----------|------------------------------------------------------|---------------------------|-----------------|----------------|-------|--------------|-------------|----------------|
|           |           |                                                      |                           |                 |                |       |              | ADD         | DEDUCT         |
| 0053      | 4037050   | _ Mh Cover, Std                                      | 24.00                     | -7.00           | 17.00          | Ea    | \$ 730.00    | \$ -        | \$ (5,110.00)  |
| 0054      | 4037050   | _ Storm Manhole, 60 inch Dia                         | 0.00                      | 0.00            | 0.00           | Ea    | \$ 6,329.72  | \$ -        | \$ -           |
| 0055      | 4037050   | _ Utility Structure Cover, Adj, Case 1, Modified     | 32.00                     | -7.00           | 25.00          | Ea    | \$ 925.00    | \$ -        | \$ (6,475.00)  |
| 0056      | 4037050   | _ Utility Structure, Temp Lowering, Modified         | 25.00                     | -25.00          | 0.00           | Ea    | \$ 675.00    | \$ -        | \$ (16,875.00) |
| 0057      | 5010025   | Hand Patching                                        | 25.00                     | -25.00          | 0.00           | Ton   | \$ 330.00    | \$ -        | \$ (8,250.00)  |
| 0058      | 5010033   | HMA, 13A                                             | 1319.00                   | -196.82         | 1,122.18       | Ton   | \$ 139.57    | \$ -        | \$ (27,470.17) |
| 0059      | 6020015   | Conc Base Cse, Nonrein, 6 inch                       | 16.00                     | -16.00          | 0.00           | Syd   | \$ 36.30     | \$ -        | \$ (580.80)    |
| 0060      | 6020023   | Conc Base Cse, Nonrein, 10 inch                      | 74.00                     | 114.95          | 188.95         | Syd   | \$ 55.00     | \$ 6,322.25 | \$ -           |
| 0061      | 8010005   | Driveway, Nonrein Conc, 6 inch                       | 770.00                    | -285.62         | 484.38         | Syd   | \$ 44.00     | \$ -        | \$ (12,567.28) |
| 0062      | 8020002   | Curb, Conc, Det E2                                   | 146.00                    | 242.00          | 388.00         | Ft    | \$ 38.50     | \$ 9,317.00 | \$ -           |
| 0063      | 8020038   | Curb and Gutter, Conc, Det F4                        | 2326.00                   | -53.00          | 2,273.00       | Ft    | \$ 24.20     | \$ -        | \$ (1,282.60)  |
| 0064      | 8030010   | Detectable Warning Surface                           | 286.00                    | -52.50          | 233.50         | Ft    | \$ 44.00     | \$ -        | \$ (2,310.00)  |
| 0065      | 8030030   | Curb Ramp Opening, Conc                              | 544.00                    | -200.50         | 343.50         | Ft    | \$ 25.30     | \$ -        | \$ (5,072.65)  |
| 0066      | 8030044   | Sidewalk, Conc, 4 inch                               | 19278.00                  | -6,435.89       | 12,842.11      | Sft   | \$ 4.40      | \$ -        | \$ (28,317.92) |
| 0067      | 8030046   | Sidewalk, Conc, 6 inch                               | 2358.00                   | -21.50          | 2,336.50       | Sft   | \$ 4.61      | \$ -        | \$ (99.12)     |
| 0068      | 8032002   | Curb Ramp, Conc, 6 inch                              | 1834.00                   | 756.07          | 2,590.07       | Sft   | \$ 6.60      | \$ 4,990.06 | \$ -           |
| 0069      | 8100371   | Post, Steel, 3 pound                                 | 85.00                     | 4.00            | 89.00          | Ft    | \$ 11.28     | \$ 45.12    | \$ -           |
| 0070      | 8100402   | Sign, Type III, Erect, Salv                          | 0.00                      | 0.00            | 0.00           | Ea    | \$ 71.50     | \$ -        | \$ -           |
| 0071      | 8100403   | Sign, Type III, Rem                                  | 20.00                     | -4.00           | 16.00          | Ea    | \$ 49.50     | \$ -        | \$ (198.00)    |
| 0072      | 8100404   | Sign, Type IIIA                                      | 58.00                     | 4.75            | 62.75          | Sft   | \$ 22.28     | \$ 105.83   | \$ -           |
| 0073      | 8100405   | Sign, Type IIIB                                      | 0.00                      | 0.00            | 0.00           | Sft   | \$ 22.28     | \$ -        | \$ -           |
| 0074      | 8120012   | Barr, Type III, HighInten, DblSided, Ltd, Furn       | 63.00                     | 4.00            | 67.00          | Ea    | \$ 86.63     | \$ 346.52   | \$ -           |
| 0075      | 8120013   | Barr, Type III, HighInten, DblSided, Ltd, Oper       | 63.00                     | 4.00            | 67.00          | Ea    | \$ 8.25      | \$ 33.00    | \$ -           |
| 0076      | 8120026   | Pedestrian Type II Barricade, Temp                   | 54.00                     | -4.00           | 50.00          | Ea    | \$ 78.38     | \$ -        | \$ (313.52)    |
| 0077      | 8120330   | Sign, Portable, Changeable Message, Furn             | 2.00                      | 0.00            | 2.00           | Ea    | \$ 1,815.00  | \$ -        | \$ -           |
| 0078      | 8120331   | Sign, Portable, Changeable Message, Oper             | 2.00                      | 0.00            | 2.00           | Ea    | \$ 165.00    | \$ -        | \$ -           |
| 0079      | 8120035   | Channelizing Device, 42 in, Fluor, Furn              | 100.00                    | 55.00           | 155.00         | Ea    | \$ 24.75     | \$ 1,361.25 | \$ -           |
| 0080      | 8120036   | Channelizing Device, 42 in, Fluor, Oper              | 100.00                    | 55.00           | 155.00         | Ea    | \$ 1.65      | \$ 90.75    | \$ -           |
| 0081      | 8120140   | Lighted Arrow, Type C, Furn                          | 1.00                      | 0.00            | 1.00           | Ea    | \$ 495.00    | \$ -        | \$ -           |
| 0082      | 8120141   | Lighted Arrow, Type C, Oper                          | 1.00                      | 0.00            | 1.00           | Ea    | \$ 82.50     | \$ -        | \$ -           |
| 0083      | 8120170   | Minor Traf Devices                                   | 0.95                      | 0.00            | 0.95           | LS    | \$ 25,000.00 | \$ -        | \$ -           |
| 0084      | 8120252   | Plastic Drum, Fluorescent, Furn                      | 135.00                    | -135.00         | 0.00           | Ea    | \$ 33.83     | \$ -        | \$ (4,567.05)  |
| 0085      | 8120253   | Plastic Drum, Fluorescent, Oper                      | 135.00                    | -135.00         | 0.00           | Ea    | \$ 1.65      | \$ -        | \$ (222.75)    |
| 0086      | 8120350   | Sign, Type B, Temp, Prismatic, Furn                  | 1226.00                   | 253.30          | 1,479.30       | Sft   | \$ 4.53      | \$ 1,147.45 | \$ -           |
| 0087      | 8120351   | Sign, Type B, Temp, Prismatic, Oper                  | 1226.00                   | 253.30          | 1,479.30       | Sft   | \$ 0.41      | \$ 103.85   | \$ -           |
| 0088      | 8120352   | Sign, Type B, Temp, Prismatic, Spec, Furn            | 41.00                     | 155.00          | 196.00         | Sft   | \$ 4.64      | \$ 719.20   | \$ -           |
| 0089      | 8120353   | Sign, Type B, Temp, Prismatic, Spec, Oper            | 41.00                     | 155.00          | 196.00         | Sft   | \$ 0.41      | \$ 63.55    | \$ -           |
| 0090      | 8120370   | Traf Regulator Control                               | 0.95                      | 0.00            | 0.95           | LS    | \$ 2,500.00  | \$ -        | \$ -           |
| 0091      | 8150001   | Site Preparation, Max                                | 1.00                      | 0.00            | 1.00           | LS    | \$ 11,100.00 | \$ -        | \$ -           |
| 0092      | 8150002   | WateringandCultivating,1st Seasn,Min                 | 1.00                      | 0.00            | 0.00           | LS    | \$ 7,500.00  | \$ -        | \$ -           |
| 0093      | 8150003   | WateringandCultivating,2nd Seasn,Min                 | 1.00                      | 0.00            | 0.00           | LS    | \$ 7,500.00  | \$ -        | \$ -           |
| 0094      | 8157011   | _ Shredded Mulch                                     | 22.00                     | -12.00          | 10.00          | Syd   | \$ 95.00     | \$ -        | \$ (1,140.00)  |
| 0095      | 8157050   | _ Acer Rubrum 'Bowhall', 2-1/2 inch                  | 13.00                     | 0.00            | 13.00          | Ea    | \$ 1,450.00  | \$ -        | \$ -           |
| 0096      | 8157050   | _ Gledistia Tricanthos Inermis 'Skyline', 2-1/2 inch | 2.00                      | 0.00            | 2.00           | Ea    | \$ 1,450.00  | \$ -        | \$ -           |
| 0097      | 8157050   | _ Pyrus Calleryana, 2-1/2 inch                       | 3.00                      | 0.00            | 3.00           | Ea    | \$ 1,450.00  | \$ -        | \$ -           |
| 0098      | 8157050   | _ Syringa Reticulata, 2-1/2 inch                     | 10.00                     | 0.00            | 10.00          | Ea    | \$ 1,450.00  | \$ -        | \$ -           |
| 0099      | 8167011   | _ Turf Establishment, Performance                    | 7074.00                   | -3,147.85       | 3,926.15       | Syd   | \$ 8.04      | \$ -        | \$ (25,308.71) |
| 0100      | 8237001   | _ Hydrant Extension                                  | 4.00                      | -3.00           | 1.00           | Ft    | \$ 600.00    | \$ -        | \$ (1,800.00)  |
| 0101      | 8237001   | _ Tracer Wire, Modified                              | 10084.00                  | -351.00         | 9,733.00       | Ft    | \$ 3.31      | \$ -        | \$ (1,161.81)  |
| 0102      | 8237001   | _ Water Main Backfill, Class II                      | 3720.00                   | -728.00         | 2,992.00       | Ft    | \$ 38.95     | \$ -        | \$ (28,355.60) |
| 0103      | 8237001   | _ Water Main, 12 inch                                | 40.00                     | -40.00          | 0.00           | Ft    | \$ 396.54    | \$ -        | \$ (15,861.60) |
| 0104      | 8237001   | _ Water Main, 6 inch                                 | 100.00                    | -79.50          | 20.50          | Ft    | \$ 181.20    | \$ -        | \$ (14,405.40) |

## ENG22-02, 2022 DWSRF PH1 WM REPLACEMENTS, EAST DIVISION BALANCING CHANGE ORDER NUMBER 3

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

| Prop Line | Item Code | Item Description                                                | Current Contract Quantity | Quantity Change | Final Quantity | Units | Unit Price   | Amount        |                |
|-----------|-----------|-----------------------------------------------------------------|---------------------------|-----------------|----------------|-------|--------------|---------------|----------------|
|           |           |                                                                 |                           |                 |                |       |              | ADD           | DEDUCT         |
| 0105      | 8237001   | _ Water Main, 8 inch                                            | 3630.00                   | -651.50         | 2,978.50       | Ft    | \$ 129.56    | \$ -          | \$ (84,408.34) |
| 0106      | 8237001   | _ Water Service Pipe, Cu, 1 inch                                | 2435.00                   | 1,035.50        | 3,470.50       | Ft    | \$ 25.20     | \$ 26,094.60  | \$ -           |
| 0107      | 8237050   | _ Bond Restoration                                              | 88.00                     | -8.00           | 80.00          | Ea    | \$ 425.00    | \$ -          | \$ (3,400.00)  |
| 0108      | 8237050   | _ Electrical Permit Acquisition and Compliance                  | 88.00                     | -10.00          | 78.00          | Ea    | \$ 395.00    | \$ -          | \$ (3,950.00)  |
| 0109      | 8237050   | _ Gate Box, Adj, Case 1, Modified                               | 25.00                     | -11.00          | 14.00          | Ea    | \$ 775.00    | \$ -          | \$ (8,525.00)  |
| 0110      | 8237050   | _ Gate Valve and Box, 6 inch, Modified                          | 1.00                      | -1.00           | 0.00           | Ea    | \$ 2,986.82  | \$ -          | \$ (2,986.82)  |
| 0111      | 8237050   | _ Gate Valve and Box, 8 inch, Modified                          | 21.00                     | -1.00           | 20.00          | Ea    | \$ 3,533.60  | \$ -          | \$ (3,533.60)  |
| 0112      | 8237050   | _ Hydrant Assembly                                              | 9.00                      | 0.00            | 9.00           | Ea    | \$ 6,584.00  | \$ -          | \$ -           |
| 0113      | 8237050   | _ Hydrant, Rem, Modified                                        | 6.00                      | 2.00            | 8.00           | Ea    | \$ 575.00    | \$ 1,150.00   | \$ -           |
| 0114      | 8237050   | _ Plumbing Permit Acquisition and Compliance                    | 88.00                     | -10.00          | 78.00          | Ea    | \$ 450.00    | \$ -          | \$ (4,500.00)  |
| 0115      | 8237050   | _ Tracer Wire, Grounding Rod                                    | 26.00                     | -11.00          | 15.00          | Ea    | \$ 120.00    | \$ -          | \$ (1,320.00)  |
| 0116      | 8237050   | _ Wall Penetration Sleeve, Sch 40 PVC, 1-1/2 inch               | 88.00                     | -8.00           | 80.00          | Ea    | \$ 225.00    | \$ -          | \$ (1,800.00)  |
| 0117      | 8237050   | _ Water Main, Connect New 6 inch to Existing 6 inch             | 4.00                      | 0.00            | 4.00           | Ea    | \$ 7,150.00  | \$ -          | \$ -           |
| 0118      | 8237050   | _ Water Main, Connect New 8 inch to Existing 6 inch             | 4.00                      | -1.00           | 3.00           | Ea    | \$ 7,500.00  | \$ -          | \$ (7,500.00)  |
| 0118      | 8237050   | _ Water Main, Connect New 6 inch to Existing 6 inch             | 8.00                      | 0.00            | 8.00           | Ea    | \$ 7,500.00  | \$ -          | \$ -           |
| 0119      | 8237050   | _ Water Main, Connect New 8 inch to Existing 8 inch             | 8.00                      | -4.00           | 4.00           | Ea    | \$ 8,450.00  | \$ -          | \$ (33,800.00) |
| 0120      | 8237050   | _ Water Main, Cut and Plug, 6 inch                              | 16.00                     | -4.00           | 12.00          | Ea    | \$ 475.00    | \$ -          | \$ (1,900.00)  |
| 0121      | 8237050   | _ Water Main, Cut and Plug, 8 inch                              | 3.00                      | -3.00           | 0.00           | Ea    | \$ 575.00    | \$ -          | \$ (1,725.00)  |
| 0122      | 8237050   | _ Water Meter                                                   | 88.00                     | -8.00           | 80.00          | Ea    | \$ 275.00    | \$ -          | \$ (2,200.00)  |
| 0123      | 8237050   | _ Water Meter Acquisition and Radio Reading Device Coordination | 88.00                     | -12.00          | 76.00          | Ea    | \$ 275.00    | \$ -          | \$ (3,300.00)  |
| 0124      | 8237050   | _ Water Serv, 1 inch                                            | 37.00                     | 1.00            | 38.00          | Ea    | \$ 3,285.00  | \$ 3,285.00   | \$ -           |
| 0125      | 8237050   | _ Water Serv, Long, 1 inch                                      | 52.00                     | -8.00           | 44.00          | Ea    | \$ 3,850.00  | \$ -          | \$ (30,800.00) |
| 0126      | 8237050   | _ Water Serv, Long, 2 inch                                      | 0.00                      | 0.00            | 0.00           | Ea    | \$ 5,400.00  | \$ -          | \$ -           |
| 0127      | 8237050   | _ Water Service, Abandon, Two-inch Diameter or Less             | 88.00                     | -6.00           | 82.00          | Ea    | \$ 250.00    | \$ -          | \$ (1,500.00)  |
| 0128      | 8267030   | _ Water Main Fittings, DI                                       | 5500.00                   | -5,308.80       | 191.20         | Lb    | \$ 5.50      | \$ -          | \$ (29,198.40) |
| 0129      | 4027001   | _ Sewer, DI, 8 inch                                             | 40.00                     | -40.00          | 0.00           | Ft    | \$ 125.00    | \$ -          | \$ (5,000.00)  |
| 0130      | 4037050   | _ Catch Basin, 24 inch dia                                      | 2.00                      | -2.00           | 0.00           | Ea    | \$ 2,750.00  | \$ -          | \$ (5,500.00)  |
| 0131      | 6030005   | Cement                                                          | 2.00                      | -2.00           | 0.00           | Ton   | \$ 150.00    | \$ -          | \$ (300.00)    |
| 0132      | 8010007   | Driveway, Nonreinf Conc, 8 inch                                 | 14.00                     | -14.00          | 0.00           | Syd   | \$ 75.00     | \$ -          | \$ (1,050.00)  |
| 0133      | 8230391   | Gate Box, Adj, Temp, Case 1                                     | 33.00                     | -33.00          | 0.00           | Ea    | \$ 675.00    | \$ -          | \$ (22,275.00) |
| 0136      | 3027011   | _ Aggregate Base, 8 inch, 21AA, Modified, Pavt Patch            | 1657.00                   | 1,269.09        | 2,926.09       | Syd   | \$ 15.75     | \$ 19,988.17  | \$ -           |
| 0137      | 5017031   | _ HMA, 13A, Pavt Patch                                          | 415.00                    | 273.05          | 688.05         | Ton   | \$ 194.00    | \$ 52,971.70  | \$ -           |
| 0138      | 8237001   | _ Water Main, Dir Bore, 8 inch                                  | 1322.00                   | -228.00         | 1,094.00       | Ft    | \$ 145.20    | \$ -          | \$ (33,105.60) |
| 0139      | 8157011   | _ Shredded Mulch                                                | 36.00                     | -18.00          | 18.00          | Syd   | \$ 95.00     | \$ -          | \$ (1,710.00)  |
| 0140      | 8237050   | _ Water Main, Connect New 6 inch to Existing 6 inch             | 2.00                      | -2.00           | 0.00           | Ea    | \$ 7,150.00  | \$ -          | \$ (14,300.00) |
| 0141      | 1100001   | Mobilization, Max Mobilization, Max (10%)                       | 1.00                      | 0.00            | 1.00           | LS    | \$ 20,000.00 | \$ -          | \$ -           |
| 0142      | 2090001   | Project Cleanup Project Cleanup                                 | 1.00                      | 0.00            | 1.00           | LS    | \$ 1,250.00  | \$ -          | \$ -           |
| 0143      | 8120370   | Traf Regulator Control Traf Regulator Control                   | 1.00                      | 0.00            | 1.00           | LS    | \$ 125.00    | \$ -          | \$ -           |
| 0144      | 8120170   | Minor Traf Devices Minor Traf Devices                           | 1.00                      | 0.00            | 1.00           | LS    | \$ 1,250.00  | \$ -          | \$ -           |
| 0145      | 4021231   | Sewer Bulkhead, 15 inch Sewer Bulkhead, 15 inch                 | 2.00                      | -2.00           | 0.00           | Ea    | \$ 575.00    | \$ -          | \$ (1,150.00)  |
| 0146      | 2020004   | Tree, Rem, 6 inch to 18 inch , Revised                          | 6.00                      | 0.00            | 6.00           | Ea    | \$ 1,250.00  | \$ -          | \$ -           |
| 0147      | 2020002   | Tree, Rem, 19 inch to 36 inch , Revised                         | 8.00                      | 2.00            | 10.00          | Ea    | \$ 1,750.00  | \$ 3,500.00   | \$ -           |
| 0148      | 2047011   | _ Pavt, Rem, Modified, Revised                                  | 315.00                    | -109.08         | 205.92         | Syd   | \$ 10.30     | \$ -          | \$ (1,123.52)  |
| 0149      | 2057021   | _ Subgrade Undercutting, 1 x 3, Revised                         | 255.00                    | -255.00         | 0.00           | Cyd   | \$ 50.00     | \$ -          | \$ (12,750.00) |
| 0150      | 2057011   | _ Geogrid, Revised                                              | 740.00                    | -740.00         | 0.00           | Syd   | \$ 5.75      | \$ -          | \$ (4,255.00)  |
| 0151      | 4027050   | _ Sewer Lateral Repair, Arnold and Burr                         | 0.00                      | 21.00           | 21.00          | Ea    | \$ 250.00    | \$ 5,250.00   | \$ -           |
| 0152      | 8120035   | Channelizing Device, 42 in, Fluor, Furn , Arnold                | 0.00                      | 25.00           | 25.00          | Ea    | \$ 24.75     | \$ 618.75     | \$ -           |
| 0153      | 8120036   | Channelizing Device, 42 in, Fluor, Oper , Arnold                | 0.00                      | 25.00           | 25.00          | Ea    | \$ 1.65      | \$ 41.25      | \$ -           |
| 0154      | 8237050   | _ Water Main, Bulkhead, 6 inch, Arnold                          | 0.00                      | 2.00            | 2.00           | Ea    | \$ 450.00    | \$ 900.00     | \$ -           |
| 0155      | 8237050   | _ Water Main, Cut and Plug, 6 inch, Arnold and Dwight           | 0.00                      | 6.00            | 6.00           | Ea    | \$ 475.00    | \$ 2,850.00   | \$ -           |
| 0156      | 8237001   | _ Water Main, Dir Bore, 8 inch                                  | 0.00                      | 833.00          | 833.00         | Ft    | \$ 145.20    | \$ 120,951.60 | \$ -           |
| 0157      | 8237001   | _ Water Main, 6 inch                                            | 0.00                      | 16.00           | 16.00          | Ft    | \$ 181.20    | \$ 2,899.20   | \$ -           |

**ENG22-02, 2022 DWSRF PH1 WM REPLACEMENTS, EAST DIVISION  
BALANCING CHANGE ORDER NUMBER 3**

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

| Prop<br>Line             | Item Code | Item Description                                    | Current<br>Contract<br>Quantity | Quantity<br>Change | Final<br>Quantity | Units | Unit Price  | Amount          |                 |
|--------------------------|-----------|-----------------------------------------------------|---------------------------------|--------------------|-------------------|-------|-------------|-----------------|-----------------|
|                          |           |                                                     |                                 |                    |                   |       |             | ADD             | DEDUCT          |
| 0158                     | 8237050   | _ Water Main, Connect New 8 inch to Existing 8 inch | 0.00                            | 1.00               | 1.00              | Ea    | \$ 8,450.00 | \$ 8,450.00     | \$ -            |
| 0159                     | 4027050   | _ Sewer Main Repair, Arnold St                      | 0.00                            | 1.00               | 1.00              | Ea    | \$ 8,765.04 | \$ 8,765.04     | \$ -            |
| 0161                     | 4027001   | _ Sewer, DI, 12 inch                                | 0.00                            | 47.00              | 47.00             | Ft    | \$ 157.90   | \$ 7,421.30     | \$ -            |
| Total:                   |           |                                                     |                                 |                    |                   |       |             | \$ 306,919.16   | \$ (805,068.72) |
| Net Change:              |           |                                                     |                                 |                    |                   |       |             | \$ (498,149.56) |                 |
| Current Contract Amount: |           |                                                     |                                 |                    |                   |       |             | \$ 3,958,409.23 |                 |
| Revised Contract Amount: |           |                                                     |                                 |                    |                   |       |             | \$ 3,460,259.67 |                 |

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** April 15, 2025  
**SUBJECT:** Contract renewal for 2025 HMA patching

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**Recommendation:**

**Approve the second and final renewal of the 2023 HMA Patching contract with Bailey Excavating, Inc. of Jackson, Michigan in the estimated amount of \$254,528.68 and authorize the Mayor and City Clerk to execute the appropriate documents in accordance with the Purchasing Agent.**

Attached is a report and documentation from Troy White, City Engineer, regarding approval of the contract renewal for a HMA patching contract with Baily Excavating, Inc.

I recommend approval of the contract renewal. Your consideration and concurrence is appreciated.

JG

Attachments



## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Troy R. White, P.E., City Engineer

**DATE:** July 22, 2025

**RECOMMENDATION:** Approve the second and final renewal of the 2023 HMA Patching contract with Bailey Excavating, Inc. of Jackson, Michigan in the estimated amount of \$254,528.68 and authorize the Mayor and City Clerk to execute the appropriate documents in accordance with the Purchasing Agent.

### ISSUE STATEMENT

The City maintains approximately 55 miles of major streets and 101 miles of local streets. The goal of pavement maintenance is to slow the deterioration of streets that are in fair to good condition. Maintenance activities include crack sealing, joint repairs, and spot milling and repaving isolated pavement failures. The purpose of the subject contract is to provide for the performance of these semi-routine maintenance treatments.

The treatments contained within this contract are not effective on streets that have already experienced structural failure, such as those with extensive alligator cracking and potholes. Instead, these maintenance activities are performed on pavements in fair to good condition to preserve their service life and reduce the need for more costly pavement rehabilitation or reconstruction projects.

Additionally, items are included in this proposed contract renew to restore sections of sidewalk that were recently disturbed by the removal of hazardous trees that were in a condition that threatened public safety and property.

### DESCRIPTION OF CONSEQUENCES

If streets and sidewalks become unserviceable, they pose safety risks to motorists and pedestrians, thereby increasing the City's liability. To this end, Engineering developed a contract for street and sidewalk maintenance work, which includes crack sealing, joint repairs, and replacement of sidewalk sections disturbed by the recent hazardous tree removals.

### OWNERSHIP

Engineering is responsible for planning and executing the construction of capital improvements to the City's infrastructure, including the street network. To this end, Engineering developed the scope of work for the 2025 maintenance program to include pavement crack sealing on the following streets:

- 1st Street between Washington and Franklin
- 2nd Street between Washington and Wildwood
- 4th Street between Greenwood and Hickory
- 4th Street between Morrell and Michigan
- Argyle Road between Wisner and West
- Backus Street between Hallett and North
- Blackstone Street between Washington and Glick
- Brown Street between Morrell and Michigan
- Carl Breeding Way between Morrell and Euclid
- Center Street between Ganson and North
- Clinton Road between Glick and West End
- Cooley Street between Morrell and Biddle
- Crescent Road between West and 4<sup>th</sup>

*Continued...*

- Denton Road between Brown and Kibby
- Douglas Street between West and Mound
- Durand Street between Morrell and South End
- Durand Street between Wildwood and Carlton
- Edgewood Street between North and Michigan
- Elm Avenue between Homewild and Michigan
- Essex Lane between Glen and West End
- Forest Avenue between Edgewood and Homewild
- Ganson Street between Cooper and East
- Ganson Street between Wisner and Jackson
- Glen Drive between Grovedale and Oakridge
- Grinnell Street between Michigan and Gettysburg
- Greenwood Avenue between Morrell and Wilkins
- Grovedale Avenue between Glen and Oakridge
- Hallett Street between Backus and Foote
- Hibbard Avenue between Ganson and North
- Hibbard Avenue between Wildwood and Railroad Tracks
- Higby Street between Daniel and Carlton
- High Street between Cooper and Losey
- Homecrest Road between Glick and Van Buren
- Homewild Avenue between Edgewood and Ellery
- Jackson Street between Glick and Ganson
- Jackson Street between Wilkins and Franklin
- Kibby Road between Denton and West
- Linwood Avenue between High and Rockwell
- Loomis Street between Leroy and Argyle
- Martin Luther King Jr. Drive between Morrell and Mason
- Mason Street between Jackson and Martin Luther King Jr.
- Michigan Avenue between 1st and Blackstone
- Norfolk Street between Wisner and Bowen
- North Street between Lansing and Cooper
- State Street between Pearl and Ganson
- Steward Avenue between Ganson and Wildwood
- Thompson Street between Wildwood and Carlton
- Union Street between West and Sixth
- West Avenue between Bloomfield and Crescent
- Wesley Street between Blackstone and Jackson
- Whitney Street between Ganson and Leroy
- Wildwood Avenue between Daniel and Steward
- Wilkins Street between Jackson and Martin Luther King Jr.
- Wisner Street between North and Argyle

Additionally, the scope of work includes pavement joint repairs on the following streets:

- Elm Avenue between Homewild and Ganson
- Ganson Street between Park and Ellery
- North Street between Blackstone and Cooper
- State Street between Pearl and Ganson
- Waterloo Avenue between Burr and Pearl

Additionally, the scope of work includes the restoration of sidewalk panels near the following properties:

- 608 Commonwealth Avenue
- 618 Ellery Avenue
- 621 Ellery Avenue
- 226 N Forbes Street
- 342 N Forbes Street
- 1121 E Ganson Street
- 1312 E Ganson Street
- 1814 E Ganson Street
- 1902 E Ganson Street
- 749 Glenwood Avenue
- 764 Glenwood Avenue
- 316 N Grinnell Street
- 342 N Grinnell Street
- 420 Ingham Street
- 1502 S Jackson Street
- 1411 Lansing Avenue
- 1325 Leroy Street
- 1326 Leroy Street
- 1325 Maguire Street
- 1034 Maple Avenue
- 1035 Maple Avenue
- 115 Orange Street
- 202 Orange Street
- 616 N Pleasant Street
- 1009 S West Avenue
- 1043 S West Avenue

## SOLUTION

On May 23, 2023, City Council approved the award of the 2023 HMA Patching contract to Bailey Excavating, Inc. of Jackson, Michigan in the amount of \$141,681.05. This contract is subject to two one-year renewals. On September 10, 2024, the first renewal in the amount of \$220,963.93 was approved.

Bailey Excavating, Inc. has submitted updated pricing based on Engineering's proposed scope of work for 2025 indicating their desire to renew the contract to perform the work. However, the cost provided for spot milling and repaving localized pavement failures was considered cost-prohibitive and has been excluded from the scope. The work outlined above will be paid for with Major Street Funds and Local Street Funds.

## FACILITATE IMPLEMENTATION

Approve the second and final renewal of the 2023 HMA Patching contract with Bailey Excavating, Inc. of Jackson, Michigan in the estimated amount of \$254,528.68 and authorize the Mayor and City Clerk to execute the appropriate documents in accordance with the Purchasing Agent.

TRW/kmm

**25-17 CPM PROGRAM (2025)**  
**SECOND AND FINAL EXTENSION OF THE 2023 HMA PATCHING CONTRACT**  
**PREPARED 06-30-25**

| Line | Pay Item | Description                                                      | Unit | Quantity  | Unit Price             | Total Cost           |
|------|----------|------------------------------------------------------------------|------|-----------|------------------------|----------------------|
| 01   | 1500001  | Mobilization, Max 10%                                            | LSUM | 1.00      | \$ 27,000.00           | \$ 27,000.00         |
| 02   | 2040055  | Sidewalk, Rem & Grading                                          | Syd  | 227.00    | \$ 76.24               | \$ 17,306.48         |
| 03   | 2080020  | Erosion Control, Inlet Protection, Fabric Drop                   | Ea   | 12.00     | \$ 125.00              | \$ 1,500.00          |
| 04   | 4037050  | Mh Cover, Std                                                    | Ea   | 1.00      | \$ 1,250.00            | \$ 1,250.00          |
| 05   | 4030005  | Dr Structure Cover, Adj, Case 1                                  | Ea   | 1.00      | \$ 1,500.00            | \$ 1,500.00          |
| 06   | 4037050  | Drainage Structure, Temp Lowering, Modified                      | Ea   | 1.00      | \$ 750.00              | \$ 750.00            |
| 07   | 5010002  | Cold Milling HMA Surface                                         | Syd  | 0.00      | \$ 23.59               | \$ -                 |
| 08   | 5012037  | HMA, 13A                                                         | Ton  | 0.00      | \$ 584.78              | \$ -                 |
| 09   | 5027001  | Asphalt Repr Mastic                                              | Ft   | 14,380.00 | \$ 5.10                | \$ 73,338.00         |
| 10   | 6037030  | HMA Crack Treatment                                              | Lb   | 51,513.00 | \$ 1.44                | \$ 74,178.72         |
| 11   | 8030044  | Sidewalk, Conc, 4 inch                                           | Sft  | 2,022.00  | \$ 15.05               | \$ 30,431.10         |
| 12   | 8120012  | Barricade, Type III, High Intensity, Double Sided, Lighted, Furn | Ea   | 12.00     | \$ 98.00               | \$ 1,176.00          |
| 13   | 8120013  | Barricade, Type III, High Intensity, Double Sided, Lighted, Oper | Ea   | 12.00     | \$ 10.00               | \$ 120.00            |
| 14   | 8120035  | Channelizing Device, 42 inch, Fluorescent, Furn                  | Ea   | 150.00    | \$ 25.00               | \$ 3,750.00          |
| 15   | 8120036  | Channelizing Device, 42 inch, Fluorescent, Oper                  | Ea   | 150.00    | \$ 5.00                | \$ 750.00            |
| 16   | 8120140  | Lighted Arrow, Type C, Furn                                      | Ea   | 1.00      | \$ 2,000.00            | \$ 2,000.00          |
| 17   | 8120141  | Lighted Arrow, Type C, Oper                                      | Ea   | 1.00      | \$ 500.00              | \$ 500.00            |
| 18   | 8120252  | Plastic Drum, Fluorescent, Furn                                  | Ea   | 20.00     | \$ 50.00               | \$ 1,000.00          |
| 19   | 8120253  | Plastic Drum, Fluorescent, Oper                                  | Ea   | 20.00     | \$ 5.00                | \$ 100.00            |
| 20   | 8120350  | Sign, Type B, Temp, Prismatic, Furn                              | Sft  | 242.00    | \$ 7.50                | \$ 1,815.00          |
| 21   | 8120351  | Sign, Type B, Temp, Prismatic, Oper                              | Sft  | 242.00    | \$ 1.00                | \$ 242.00            |
| 22   | 8120370  | Traffic Control Regulator                                        | LSUM | 1.00      | \$ 3,500.00            | \$ 3,500.00          |
| 23   | 8167011  | Turf Establishment, Performance                                  | Syd  | 179.00    | \$ 58.22               | \$ 10,421.38         |
| 24   | 8230391  | Gate Box, Adj, Temp, Case 1                                      | Ea   | 1.00      | \$ 700.00              | \$ 700.00            |
| 25   | 8230431  | Gate Box, Adj, Case 1                                            | Ea   | 1.00      | \$ 1,200.00            | \$ 1,200.00          |
|      |          |                                                                  |      |           | <b>Estimate Total:</b> | <b>\$ 254,528.68</b> |







**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 22, 2025

**SUBJECT:** As-needed tree trimming, tree removals, and stump grinding

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**Recommendation:**

Award the bid for as-needed tree trimming, tree removals, and stump grinding to Johnny's Tree Service Inc. for \$217,330.00 in fiscal year 25/26 and \$217,330.00 in fiscal year 26/27 resulting in a two-year contract.



## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Mike Osborn, Director of Public Works  
**DATE:** July 22, 2025

**RECOMMENDATION:** Award the bid for as-needed tree trimming, tree removals, and stump grinding to Johnny's Tree Service Inc. for \$217,330.00 in fiscal year 25/26 and \$217,330.00 in fiscal year 26/27 resulting in a two-year contract.

### ISSUE STATEMENT

The City's forestry services include maintaining the trees located along public rights-of-way, City parks, and on other City-owned public property. This contract allows for maintenance including trimming, removals, and grinding of tree stumps that remain following tree removals. This contract also allows Johnny's Tree Service Inc. to provide these same services after a storm event when they are especially needed to keep the City streets safe and clear of debris. The contractor's services are used to augment the services provided by city staff, therefore providing the city with faster response times to better service the residents of the City of Jackson.

### DESCRIBE THE CONSEQUENCES

This work is vital to maintaining the City's urban forest contained within the city limits along public rights-of-way and on other City-owned public property. Public trees that are dying or trees that need trimming add to the City's legal liability if not addressed. Utilizing this contractor will help in improve the City's response time and decrease the number of forestry-related projects that await the necessary attention. We need to keep the city as safe as possible from falling trees or limbs.

### OWNERSHIP

The City of Jackson maintains an ever-changing list of forestry services, including tree trimming, tree removal, and stump grinding in public rights-of-way and on City-owned public property. The City requested bids for these as-needed forestry services in 2025 with Johnny's Tree Service, Inc. being the lowest qualified bidder. Therefore, they were awarded the contract. Johnny's Tree Service, Inc. has done an exceptional job as the City's contractor providing these forestry services over the past several years.

### SOLUTION

The bids were as follows: Top Notch Tree care \$406,172.00 for fiscal year 25/26, and an additional \$406,172.00 for fiscal year 26/27. Johnny's Tree Service came in at \$217,330.00 for the fiscal year 25/26, and an additional \$217,330.00 for the fiscal year 26/27, resulting in a two-year contract. This is a two-year contract for \$217,330.00 per year with three one-year extensions available at a 3% increase per year if Johnny's Tree Service Inc and the City of Jackson agree to it.

Funding for these services is budgeted in the Department of Public Works, Forestry Contractual budget line.

101-442-000-818.000. The budgeted amount for the fiscal year 2025/26 is \$217,330.00.

## FACILITATE IMPLEMENTATION

Award the bid for as-needed tree trimming, tree removals, and stump grinding to Johnny's Tree Service Inc. for \$217,330.00 for fiscal year 25/26 and \$217,330.00 for fiscal year 26/27 resulting in a two-year contract.

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## ATTACHMENTS

1. BID TABULATION - 2026 As Needed Tree Trimming, Tree Removal, Stump Grinding & Restoration - DPW
2. [Top Notch Tree Care LLC] Response Document Report
3. [Johnny's Tree Service] Response Document Report

| BID TABULATION - 2026 TREE TRIMMING, TREE REMOVAL,<br>STUMP GRINDING & RESTORATION    JULY 1, 2026<br>DIVISION 1: TREE TRIMMING AND REMOVAL |                           |          |                 |            | Johnny's Tree Service<br>1245 Falahee Rd.<br>Jackson MI 49203 |            | Top Notch Tree Care LLC<br>4645 Walker Rd.<br>Leslie, MI 49251 |
|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------|-----------------|------------|---------------------------------------------------------------|------------|----------------------------------------------------------------|
| Line Item                                                                                                                                   | Description               | Quantity | Unit of Measure | Unit Cost  | Total                                                         | Unit Cost  | Total                                                          |
| 1A                                                                                                                                          | TREES LESS THAN 17" DBH*  | 10       | EACH            | \$200.00   | \$2,000.00                                                    | \$480.00   | \$4,800.00                                                     |
| 1B                                                                                                                                          | TREES 18" - 24" DBH*      | 20       | EACH            | \$750.00   | \$15,000.00                                                   | \$1,050.00 | \$21,000.00                                                    |
| 1C                                                                                                                                          | TREES 25" - 32" DBH*      | 30       | EACH            | \$1,000.00 | \$30,000.00                                                   | \$1,830.00 | \$54,900.00                                                    |
| 1D                                                                                                                                          | TREES 33" - 40" DBH*      | 30       | EACH            | \$1,500.00 | \$45,000.00                                                   | \$2,520.00 | \$75,600.00                                                    |
| 1E                                                                                                                                          | TREES 41" - 52" DBH*      | 20       | EACH            | \$2,100.00 | \$42,000.00                                                   | \$3,260.00 | \$65,200.00                                                    |
| 1F                                                                                                                                          | TREES 53" AND LARGER DBH* | 5        | EACH            | \$2,500.00 | \$12,500.00                                                   | \$3,980.00 | \$19,900.00                                                    |
| 1G                                                                                                                                          | TRIMMING & PRUNING CREW   | 100      | HOURS           | \$125.00   | \$12,500.00                                                   | \$320.00   | \$32,000.00                                                    |
|                                                                                                                                             | <b>Total</b>              |          |                 |            | <b>\$159,000.00</b>                                           |            | <b>\$273,400.00</b>                                            |

| DIVISION 2: FULL BLOCK TRIMMING |                               |          |                 |           | Johnny's Tree Service |           | Top Notch Tree Care LLC |
|---------------------------------|-------------------------------|----------|-----------------|-----------|-----------------------|-----------|-------------------------|
| Line Item                       | Description                   | Quantity | Unit of Measure | Unit Cost | Total                 | Unit Cost | Total                   |
| 2A                              | SMALL TREES - LESS THAN 17"   | 100      | EACH            | \$25.00   | \$2,500.00            | \$120.00  | \$12,000.00             |
| 2B                              | LARGE TREES - 17" AND GREATER | 100      | EACH            | \$125.00  | \$12,500.00           | \$250.00  | \$25,000.00             |
|                                 | <b>Total</b>                  |          |                 |           | <b>\$15,000.00</b>    |           | <b>\$37,000.00</b>      |

| DIVISION 3: HOURLY WORK-EMERGENCY TRIMMING & TREE REMOVAL |                                                         |          |                 |           | Johnny's Tree Service |           | Top Notch Tree Care LLC |
|-----------------------------------------------------------|---------------------------------------------------------|----------|-----------------|-----------|-----------------------|-----------|-------------------------|
| Line Item                                                 | Description                                             | Quantity | Unit of Measure | Unit Cost | Total                 | Unit Cost | Total                   |
| 3A                                                        | EMERGENCY CALL: INCLUDES AERIAL LIFT, CHIP TRUCK & CREW | 100      | HOURS           | \$150.00  | \$15,000.00           | \$420.00  | \$42,000.00             |
| 3B                                                        | MINIMUM CALL IN CHARGE AFTER HOURS                      | 1        | #/HRS           | \$600.00  | \$600.00              | \$2.00    | \$2.00                  |
| 3C                                                        | MINIMUM 60' AERIAL LIFT                                 | 1        | HR              | \$150.00  | \$150.00              | \$110.00  | \$110.00                |
| 3D                                                        | MINIMUM 9" CAPACITY BRUSH                               | 1        | HR              | \$50.00   | \$50.00               | \$30.00   | \$30.00                 |
| 3E                                                        | TRIMMER                                                 | 1        | HR              | \$50.00   | \$50.00               | \$55.00   | \$55.00                 |
| 3F                                                        | GROUNDSMAN                                              | 1        | HR              | \$50.00   | \$50.00               | \$35.00   | \$35.00                 |
| 3G                                                        | CHIP/MANUAL TRUCK (MIN. 5 CY)                           | 1        | HR              | \$30.00   | \$30.00               | \$30.00   | \$30.00                 |
| 3H                                                        | LOG TRUCK                                               | 1        | HR              | \$150.00  | \$150.00              | \$110.00  | \$110.00                |
|                                                           | <b>Total</b>                                            |          |                 |           | <b>\$16,080.00</b>    |           | <b>\$42,372.00</b>      |

| DIVISION 4: STUMP GRINDING |                                      |              |                 |           | Johnny's Tree Service |           | Top Notch Tree Care LLC |
|----------------------------|--------------------------------------|--------------|-----------------|-----------|-----------------------|-----------|-------------------------|
| Line Item                  | Description                          | Quantity     | Unit of Measure | Unit Cost | Total                 | Unit Cost | Total                   |
| 4A                         | SMALL STUMPS 17" IN DIAMETER OR LESS | 30           | EACH            | \$75.00   | \$2,250.00            | \$180.00  | \$5,400.00              |
| 4B                         | LARGE STUMPS, STUMPS GREATER         | 100          | EACH            | \$250.00  | \$25,000.00           | \$480.00  | \$48,000.00             |
|                            |                                      | <b>Total</b> |                 |           | <b>\$27,250.00</b>    |           | <b>\$53,400.00</b>      |

| DIVISION 1-4 TOTALS |                  |              |                 |              | Johnny's Tree Service |              | Top Notch Tree Care LLC |
|---------------------|------------------|--------------|-----------------|--------------|-----------------------|--------------|-------------------------|
| Line Item           | Description      | Quantity     | Unit of Measure | Unit Cost    | Total                 | Unit Cost    | Total                   |
| 1                   | TOTAL DIVISION 1 | 1            | LUMP SUM        | \$159,000.00 | \$159,000.00          | \$273,400.00 | \$273,400.00            |
| 2                   | TOTAL DIVISION 2 | 1            | LUMP SUM        | \$15,000.00  | \$15,000.00           | \$37,000.00  | \$37,000.00             |
| 3                   | TOTAL DIVISION 3 | 1            | LUMP SUM        | \$16,080.00  | \$16,080.00           | \$42,372.00  | \$42,372.00             |
| 4                   | TOTAL DIVISION 4 | 1            | LUMP SUM        | \$27,250.00  | \$27,250.00           | \$53,400.00  | \$53,400.00             |
|                     |                  | <b>Total</b> |                 |              | <b>\$217,330.00</b>   |              | <b>\$406,172.00</b>     |





**[TOP NOTCH TREE CARE LLC] RESPONSE DOCUMENT REPORT**  
All Services No. 2025-DEPARTMENT OF PUBLIC WORKS-054  
2026 As Needed Tree Trimming, Tree Removal, Stump Grinding and Restoration  
RESPONSE DEADLINE: July 1, 2025 at 10:00 am  
Report Generated: Tuesday, July 1, 2025

**Top Notch Tree Care LLC Response**

**CONTACT INFORMATION**

**Company:**

Top Notch Tree Care LLC

**Email:**

ryley@topnotchtreecare.net

**Contact:**

Ryley Peck

**Address:**

4645 Walker Rd  
Leslie, MI 49251

**Phone:**

(517) 712-3721

**Website:**

[topnotchtreecare.net](http://topnotchtreecare.net)

**Submission Date:**

Jul 1, 2025 6:15 AM (Eastern Time)

## ADDENDA CONFIRMATION

Addendum #1

*Confirmed Jun 19, 2025 11:02 AM by Ryley Peck*

## QUESTIONNAIRE

### 1. Confirmations

#### PROPOSAL CONFIRMATION\*

By submitting this application, I, the bidder, hereby propose to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within one hundred twenty (120) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

Confirmed

#### CONTRACT COMPLIANCE\*

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of \$5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute:

will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment, the bidder understands that they will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that they will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Confirmed

#### NON-DISCRIMINATION CLAUSE FOR ALL CITY OF JACKSON CONTRACTS \*

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.
3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books,

records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

Confirmed

#### EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION \*

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but not limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

Confirmed

#### CERTIFICATION OF NONSEGREGATED FACILITIES\*

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder

certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Confirmed

#### RIGHT TO KNOW CONTRACTOR RELEASE\*

As a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's workplace, I must have available the MSDS for these chemicals, in a place accessible to all employees in the workplace. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.



Confirmed

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS\*

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
- (2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
  - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

I certify

I ACKNOWLEDGE THAT I HAVE REVIEWED THE CONTRACT AND GENERAL CONDITIONS ATTACHMENTS INCLUDED IN THIS PROJECT.  
Confirmed

## 2. Submissions

### NON-COLLUSION AFFIDAVIT OF PRIME BIDDER\*

Please download the below documents, complete, and upload.

- [Non Collusion Affidavit.pdf](#)

Non-Collusion\_Affidavit.jpg

### SUBCONTRACTORS

Please download the below documents, complete, and upload.

- [Subcontractors.pdf](#)

Subcontractors.jpg

### ETHICS DISCLOSURE FORM\*

Please download the below documents, complete, and upload.

- [Vendors and Contractors Eth...](#)

Ethics\_Form\_pg\_1.jpg

Ethics\_Form\_pg\_2.jpg

### REFERENCE QUESTIONNAIRE\*

Please download the below documents, complete, and upload.

- [REFERENCE QUESTIONNAIRE.docx](#)

References.jpg

### ADDITIONAL DOCUMENTS

Jackson\_bid\_bond\_2025.pdf

## PRICE TABLES

### DIVISION 1: TREE TRIMMING AND REMOVAL

Tree trunk diameter is measured at breast height (4.5 ft above ground, "DBH").

| Line Item    | Description               | Unit of Measure | Quantity | Unit Cost  | Total               |
|--------------|---------------------------|-----------------|----------|------------|---------------------|
| 1A           | TREES LESS THAN 17" DBH*  | EACH            | 10       | \$480.00   | \$4,800.00          |
| 1B           | TREES 18" - 24" DBH*      | EACH            | 20       | \$1,050.00 | \$21,000.00         |
| 1C           | TREES 25" - 32" DBH*      | EACH            | 30       | \$1,830.00 | \$54,900.00         |
| 1D           | TREES 33" - 40" DBH*      | EACH            | 30       | \$2,520.00 | \$75,600.00         |
| 1E           | TREES 41" - 52" DBH*      | EACH            | 20       | \$3,260.00 | \$65,200.00         |
| 1F           | TREES 53" AND LARGER DBH* | EACH            | 5        | \$3,980.00 | \$19,900.00         |
| 1G           | TRIMMING & PRUNING CREW   | HOURS           | 100      | \$320.00   | \$32,000.00         |
| <b>TOTAL</b> |                           |                 |          |            | <b>\$273,400.00</b> |

### DIVISION 2: FULL BLOCK TRIMMING

| Line Item    | Description                   | Unit of Measure | Quantity | Unit Cost | Total              |
|--------------|-------------------------------|-----------------|----------|-----------|--------------------|
| 2A           | SMALL TREES - LESS THAN 17"   | EACH            | 100      | \$120.00  | \$12,000.00        |
| 2B           | LARGE TREES - 17" AND GREATER | EACH            | 100      | \$250.00  | \$25,000.00        |
| <b>TOTAL</b> |                               |                 |          |           | <b>\$37,000.00</b> |

**DIVISION 3: HOURLY WORK/EMERGENCY TRIMMING & TREE REMOVAL**

| Line Item    | Description                                             | Unit of Measure | Quantity | Unit Cost | Total              | Custom |
|--------------|---------------------------------------------------------|-----------------|----------|-----------|--------------------|--------|
| 3A           | EMERGENCY CALL: INCLUDES AERIAL LIFT, CHIP TRUCK & CREW | HOURS           | 100      | \$420.00  | \$42,000.00        |        |
| 3B           | MINIMUM CALL IN CHARGE AFTER HOURS                      | #/HRS           | 1        | \$2.00    | \$2.00             |        |
| 3C           | MINIMUM 60' AERIAL LIFT                                 | HR              | 1        | \$110.00  | \$110.00           |        |
| 3D           | MINIMUM 9" CAPACITY BRUSH CHIPPER                       | HR              | 1        | \$30.00   | \$30.00            |        |
| 3E           | TRIMMER                                                 | HR              | 1        | \$55.00   | \$55.00            |        |
| 3F           | GROUNDSMAN                                              | HR              | 1        | \$35.00   | \$35.00            |        |
| 3G           | CHIP/MANUAL TRUCK (MIN. 5 CY)                           | HR              | 1        | \$30.00   | \$30.00            |        |
| 3H           | LOG TRUCK                                               | HR              | 1        | \$110.00  | \$110.00           |        |
| <b>TOTAL</b> |                                                         |                 |          |           | <b>\$42,372.00</b> |        |

**DIVISION 4: STUMP GRINDING**

| Line Item | Description                           | Unit of Measure | Quantity | Unit Cost | Total       |
|-----------|---------------------------------------|-----------------|----------|-----------|-------------|
| 4A        | SMALL STUMPS 17" IN DIAMETER OR LESS  | EACH            | 30       | \$180.00  | \$5,400.00  |
| 4B        | LARGE STUMPS, STUMPS GREATER THAN 17" | EACH            | 100      | \$480.00  | \$48,000.00 |

| Line Item    | Description | Unit of Measure | Quantity | Unit Cost | Total              |
|--------------|-------------|-----------------|----------|-----------|--------------------|
| <b>TOTAL</b> |             |                 |          |           | <b>\$53,400.00</b> |

**DIVISION 1-4 TOTALS**

| Line Item    | Description      | Quantity | Unit of Measure | Unit Cost    | Total               |
|--------------|------------------|----------|-----------------|--------------|---------------------|
| 1            | TOTAL DIVISION 1 | 1        | LUMP SUM        | \$273,400.00 | \$273,400.00        |
| 2            | TOTAL DIVISION 2 | 1        | LUMP SUM        | \$37,000.00  | \$37,000.00         |
| 3            | TOTAL DIVISION 3 | 1        | LUMP SUM        | \$42,372.00  | \$42,372.00         |
| 4            | TOTAL DIVISION 4 | 1        | LUMP SUM        | \$53,400.00  | \$53,400.00         |
| <b>TOTAL</b> |                  |          |                 |              | <b>\$406,172.00</b> |



# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Michigan )  
COUNTY OF Ingham ) ss

Ryley Peck, being first duly sworn, deposed and says that:

1. He is Manager of, Top Notch Tree Care LLC the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 6-30-2025 By: Top Notch Tree Care LLC  
(Company)

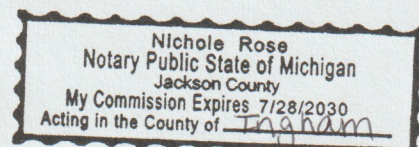
*[Signature]*

By: Manager - Ryley Peck  
(Title)

Subscribed and sworn to before me, a Notary Public, this 30<sup>th</sup> day of June, 2025.



*[Signature]*  
Notary Public, Jackson County,  
My commission expires: 7/28/2030





## SUBCONTRACTORS

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

None





City of Jackson  
Ethics Disclosure Form  
Vendors and Contractors

|                                  |                                                    |
|----------------------------------|----------------------------------------------------|
| Name<br><u>Rylex Peck</u>        | Company<br><u>Top Notch Tree Care LLC</u>          |
| Telephone<br><u>517-712-3721</u> | Email Address<br><u>rylex@topnotchtreecare.net</u> |

Contract or matter pending with the City:

2026 As Needed Tree Trimming, Tree Removal, Stump Grinding and Restoration

I, Rylex Peck, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

- ☐ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.
- ☐ A relative<sup>1</sup> or immediate family member<sup>2</sup> of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.
- ☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

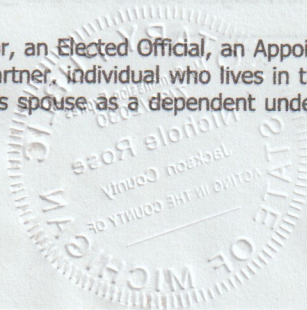
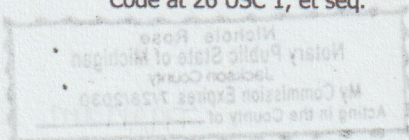
Property address: \_\_\_\_\_

Property interest: \_\_\_\_\_

- ☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City

<sup>1</sup> Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

<sup>2</sup> Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.





regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: \_\_\_\_\_

Property interest: \_\_\_\_\_

- ☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: \_\_\_\_\_

City Department: \_\_\_\_\_

- ☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: \_\_\_\_\_

Amount of Campaign Contribution: \_\_\_\_\_

The following entities and persons have a financial interest in the contract or matter identified above:

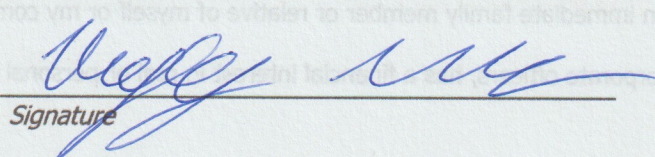
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional information regarding any of the above:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☒ None of the above apply.

Dated: \_\_\_\_\_

  
Signature

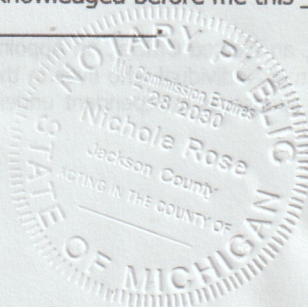
STATE OF MICHIGAN )

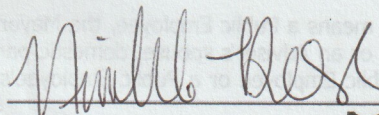
) SS

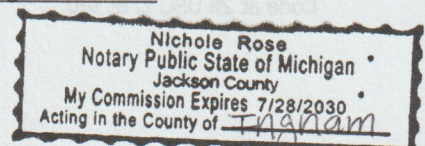
COUNTY OF JACKSON )

The foregoing instrument was acknowledged before me this 30 day of June, 2025.

By Nichole Rose









## REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm Name: Top Notch Tree Care LLC
2. Established: Year 2012 Number of Employees 32
3. Type of organization: Individual ☐ Partnership ☐ Corporation ☒ Other ☐
4. Former name(s) if any, and year(s) in business

- 
5. Include at least three (3) references of contacts for similar work performed over the last five years. Include: owner, contact person and phone number and description of work performed.

- 5.1 Company Name: City of East Lansing  
Address: 410 ABBOT RD  
Phone: 517 337 1731  
Contact: Cliff Walls  
Type of Work: Tree removal, trimming, block pruning, stump grinding  
Budget: \$220,000 Annually
- 5.2 Company Name: City of Mason  
Address: 201 W Ash St  
Phone: 517 676 9155  
Contact: Matt Johnson  
Type of Work: tree removal, trimming, stump grinding  
Budget: \$80,000 Annually
- 5.3 Company Name: City of Kalamazoo  
Address: 241 W. South St  
Phone: 269-337-8000  
Contact: Brian LaBelle  
Type of Work: tree removal, stump grinding  
Budget: \$60,000

I certify that all of the information provided is true and answered to the best of my ability.

Signed [Signature] Name Ryley Peck  
Title manager Date 6-30-25



**BID BOND**  
(Percentage)

Bond No. 67535804

KNOW ALL PERSONS BY THESE PRESENTS, That we Top Notch Tree Care, LLC  
of 4645 Walker Rd., Leslie, MI 49251

\_\_\_\_\_, hereinafter referred to as the Principal, and  
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto City of Jackson

~~of~~ \_\_\_\_\_, hereinafter referred to as the Obligee, in the amount of  
Five Percent of the Amount Bid  
( 5% ), for the payment of which we bind ourselves, our legal representatives,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for \_\_\_\_\_  
AS NEEDED TREE TRIMMING, TREE REMOVAL, STUMP GRINDING AND RESTORATION

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be  
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or  
contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the  
damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this  
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 1st day of July, 2025.

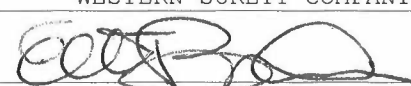
Principal

Top Notch Tree Care, LLC

BY: \_\_\_\_\_

Surety

WESTERN SURETY COMPANY

BY:  \_\_\_\_\_  
Elliot David Bourdeau, Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67535804

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Elliot David Bourdeau

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Top Notch Tree Care, LLC

Obligee: City of Jackson

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67535804 is not issued on or before midnight of September 29th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

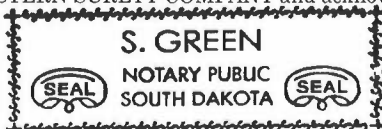
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 1st day of July, 2025.

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

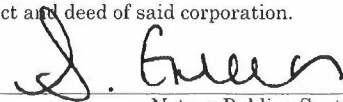
WESTERN SURETY COMPANY

  
Larry Kasten, Vice President

On this 1st day of July, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

  
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 1st day of July, 2025.

WESTERN SURETY COMPANY

  
Larry Kasten, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-5-2023

This policy is exempt from the filing requirements of MCL 500.2236.

*This page is not required to be filed with the bond.*



**[JOHNNY'S TREE SERVICE] RESPONSE DOCUMENT REPORT**  
All Services No. 2025-DEPARTMENT OF PUBLIC WORKS-054  
2026 As Needed Tree Trimming, Tree Removal, Stump Grinding and Restoration  
RESPONSE DEADLINE: July 1, 2025 at 10:00 am  
Report Generated: Tuesday, July 1, 2025

**Johnny's Tree Service Response**

**CONTACT INFORMATION**

**Company:**

Johnny's Tree Service

**Email:**

jtsi@att.net

**Contact:**

Cameron Smith

**Address:**

1245 FALAHEE RD  
Jackson, MI 49203

**Phone:**

N/A

**Website:**

[www.johnnystreeservice.com](http://www.johnnystreeservice.com)

**Submission Date:**

Jun 27, 2025 2:08 PM (Eastern Time)



## ADDENDA CONFIRMATION

Addendum #1

*Confirmed Jun 26, 2025 1:07 PM by Cameron Smith*

## QUESTIONNAIRE

### 1. Confirmations

#### PROPOSAL CONFIRMATION\*

By submitting this application, I, the bidder, hereby propose to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within one hundred twenty (120) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Jackson, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

Confirmed

#### CONTRACT COMPLIANCE\*

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of \$5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute:

will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment, the bidder understands that they will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that they will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Confirmed

#### NON-DISCRIMINATION CLAUSE FOR ALL CITY OF JACKSON CONTRACTS \*

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, marital status or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.
3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books,

records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement.

5. The contractor will include, or incorporate by reference, the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

Confirmed

#### EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION \*

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but not limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

(a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.

(2) It will furnish the City such information as might be required for the supervision of its compliance program and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.

(3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

Confirmed

#### CERTIFICATION OF NONSEGREGATED FACILITIES\*

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder

certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Confirmed

#### RIGHT TO KNOW CONTRACTOR RELEASE\*

As a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's workplace, I must have available the MSDS for these chemicals, in a place accessible to all employees in the workplace. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.



Confirmed

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS\*

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
- (2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
  - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

I certify

I ACKNOWLEDGE THAT I HAVE REVIEWED THE CONTRACT AND GENERAL CONDITIONS ATTACHMENTS INCLUDED IN THIS PROJECT.  
Confirmed

## 2. Submissions

### NON-COLLUSION AFFIDAVIT OF PRIME BIDDER\*

Please download the below documents, complete, and upload.

- [Non Collusion Affidavit.pdf](#)

Non\_Collusion\_Affidavit\_City\_of\_Jackson.pdf

### SUBCONTRACTORS

Please download the below documents, complete, and upload.

- [Subcontractors.pdf](#)

Subcontractors\_City\_of\_Jackson.pdf

### ETHICS DISCLOSURE FORM\*

Please download the below documents, complete, and upload.

- [Vendors and Contractors Eth...](#)

Ethics\_Disclosure\_Form\_City\_of\_Jackson.pdf

### REFERENCE QUESTIONNAIRE\*

Please download the below documents, complete, and upload.

- [REFERENCE QUESTIONNAIRE.docx](#)

Reference\_Questionnaire\_City\_of\_Jackson.pdf

### ADDITIONAL DOCUMENTS

Bond\_Security\_Check\_City\_of\_Jackson.pdf

## PRICE TABLES

### DIVISION 1: TREE TRIMMING AND REMOVAL

Tree trunk diameter is measured at breast height (4.5 ft above ground, "DBH").

| Line Item    | Description               | Unit of Measure | Quantity | Unit Cost  | Total               |
|--------------|---------------------------|-----------------|----------|------------|---------------------|
| 1A           | TREES LESS THAN 17" DBH*  | EACH            | 10       | \$200.00   | \$2,000.00          |
| 1B           | TREES 18" - 24" DBH*      | EACH            | 20       | \$750.00   | \$15,000.00         |
| 1C           | TREES 25" - 32" DBH*      | EACH            | 30       | \$1,000.00 | \$30,000.00         |
| 1D           | TREES 33" - 40" DBH*      | EACH            | 30       | \$1,500.00 | \$45,000.00         |
| 1E           | TREES 41" - 52" DBH*      | EACH            | 20       | \$2,100.00 | \$42,000.00         |
| 1F           | TREES 53" AND LARGER DBH* | EACH            | 5        | \$2,500.00 | \$12,500.00         |
| 1G           | TRIMMING & PRUNING CREW   | HOURS           | 100      | \$125.00   | \$12,500.00         |
| <b>TOTAL</b> |                           |                 |          |            | <b>\$159,000.00</b> |

### DIVISION 2: FULL BLOCK TRIMMING

| Line Item    | Description                   | Unit of Measure | Quantity | Unit Cost | Total              |
|--------------|-------------------------------|-----------------|----------|-----------|--------------------|
| 2A           | SMALL TREES - LESS THAN 17"   | EACH            | 100      | \$25.00   | \$2,500.00         |
| 2B           | LARGE TREES - 17" AND GREATER | EACH            | 100      | \$125.00  | \$12,500.00        |
| <b>TOTAL</b> |                               |                 |          |           | <b>\$15,000.00</b> |

**DIVISION 3: HOURLY WORK/EMERGENCY TRIMMING & TREE REMOVAL**

| Line Item    | Description                                             | Unit of Measure | Quantity | Unit Cost | Total              | Custom |
|--------------|---------------------------------------------------------|-----------------|----------|-----------|--------------------|--------|
| 3A           | EMERGENCY CALL: INCLUDES AERIAL LIFT, CHIP TRUCK & CREW | HOURS           | 100      | \$150.00  | \$15,000.00        |        |
| 3B           | MINIMUM CALL IN CHARGE AFTER HOURS                      | #/HRS           | 1        | \$600.00  | \$600.00           |        |
| 3C           | MINIMUM 60' AERIAL LIFT                                 | HR              | 1        | \$150.00  | \$150.00           |        |
| 3D           | MINIMUM 9" CAPACITY BRUSH CHIPPER                       | HR              | 1        | \$50.00   | \$50.00            |        |
| 3E           | TRIMMER                                                 | HR              | 1        | \$50.00   | \$50.00            |        |
| 3F           | GROUNDSMAN                                              | HR              | 1        | \$50.00   | \$50.00            |        |
| 3G           | CHIP/MANUAL TRUCK (MIN. 5 CY)                           | HR              | 1        | \$30.00   | \$30.00            |        |
| 3H           | LOG TRUCK                                               | HR              | 1        | \$150.00  | \$150.00           |        |
| <b>TOTAL</b> |                                                         |                 |          |           | <b>\$16,080.00</b> |        |

**DIVISION 4: STUMP GRINDING**

| Line Item | Description                           | Unit of Measure | Quantity | Unit Cost | Total       |
|-----------|---------------------------------------|-----------------|----------|-----------|-------------|
| 4A        | SMALL STUMPS 17" IN DIAMETER OR LESS  | EACH            | 30       | \$75.00   | \$2,250.00  |
| 4B        | LARGE STUMPS, STUMPS GREATER THAN 17" | EACH            | 100      | \$250.00  | \$25,000.00 |



| Line Item    | Description | Unit of Measure | Quantity | Unit Cost | Total              |
|--------------|-------------|-----------------|----------|-----------|--------------------|
| <b>TOTAL</b> |             |                 |          |           | <b>\$27,250.00</b> |

**DIVISION 1-4 TOTALS**

| Line Item    | Description      | Quantity | Unit of Measure | Unit Cost    | Total               |
|--------------|------------------|----------|-----------------|--------------|---------------------|
| 1            | TOTAL DIVISION 1 | 1        | LUMP SUM        | \$159,000.00 | \$159,000.00        |
| 2            | TOTAL DIVISION 2 | 1        | LUMP SUM        | \$15,000.00  | \$15,000.00         |
| 3            | TOTAL DIVISION 3 | 1        | LUMP SUM        | \$16,080.00  | \$16,080.00         |
| 4            | TOTAL DIVISION 4 | 1        | LUMP SUM        | \$27,250.00  | \$27,250.00         |
| <b>TOTAL</b> |                  |          |                 |              | <b>\$217,330.00</b> |

# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF \_\_\_\_\_ )

ss

COUNTY OF \_\_\_\_\_ )

[Signature], being first duly sworn, deposed and says that:

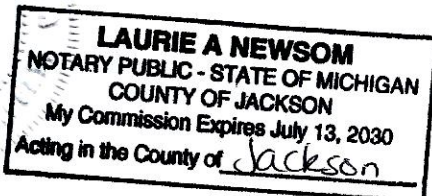
1. He is Cameron Smith of Johnny's Tree Service Inc. the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: 6-27-25 By: Johnny's Tree Service Inc.  
(Company)

By: Owner, Cameron Smith  
(Title)

Subscribed and sworn to before me, a Notary Public, this 27th day of June, 2025.

Laurie A Newsom



Notary Public, Jackson County,  
My commission expires: July 13, 2030

## SUBCONTRACTORS

Each bidder shall indicate below the name, address, and a complete description of work to be performed by each subcontractor on this project and if they are a minority or woman owned business.

None





**City of Jackson**  
**Ethics Disclosure Form**  
**Vendors and Contractors**

|                                  |                                              |
|----------------------------------|----------------------------------------------|
| Name<br><u>Cameron Smith</u>     | Company<br><u>Johnny's Tree Service Inc.</u> |
| Telephone<br><u>517-764-2444</u> | Email Address<br><u>JTSI@ATT.NET</u>         |

Contract or matter pending with the City:

As needed tree trimming, Tree removal, Stump grinding and restoration

I, Cameron Smith, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

- ☒ I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.
- ☐ A relative<sup>1</sup> or immediate family member<sup>2</sup> of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.
- ☐ I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: \_\_\_\_\_

Property interest: \_\_\_\_\_

- ☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City

<sup>1</sup> Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

<sup>2</sup> Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.



regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: \_\_\_\_\_

Property interest: \_\_\_\_\_

- ☐ An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: \_\_\_\_\_

City Department: \_\_\_\_\_

- ☐ I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: \_\_\_\_\_

Amount of Campaign Contribution: \_\_\_\_\_

The following entities and persons have a financial interest in the contract or matter identified above:

Johnny's Tree Service Inc.  
Cameron Smith

Additional information regarding any of the above:

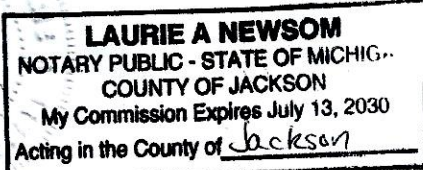
- ☐ None of the above apply.

Dated: 6-27-25

[Signature]  
Signature

STATE OF MICHIGAN     )  
                                  ) SS  
COUNTY OF JACKSON    )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June, 2025,  
By Cameron Smith.



[Signature]

## REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm Name: Johnny's Tree Service Inc.
2. Established: Year 1949 Number of Employees 16
3. Type of organization: Individual ☐ Partnership ☐ Corporation ☒ Other ☐
4. Former name(s) if any, and year(s) in business

Johnny's Hauling and Tree Service, 76 years

---

5. Include at least three (3) references of contacts for similar work performed over the last five years. Include: owner, contact person and phone number and description of work performed.

5.1 Company Name: Alro Steel

Address: 3100 E. High st, Jackson, MI 49203

Phone: 517-787-5500

Contact: Randy Glick

Type of Work: Trimming and removal

Budget: <\$10,000.00

5.2 Company Name: City of Manchester

Address: 912 City Rd., Manchester, MI 48158

Phone: 734-428-7877

Contact: Brent Jones

Type of Work: Trimming and Removal

Budget: <\$20,000.00

5.3 Company Name: City of Jackson

Address: 161 W Michigan Ave., Jackson, MI 49201

Phone: 517-768-6060

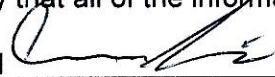
Contact: Mike Osborne

Type of Work: Current Tree Contract

Budget: >\$200,000.00

I certify that all of the information provided is true and answered to the best of my ability.

Signed



Name

Cameron Smith

Title

Owner

Date

6-25-2025

# RECEIPT

DATE JUNE 27, 2025

No. **742994**

RECEIVED FROM SAITHNY'S TREE SERVICE

\$10,866.50

DOLLARS

☐ FOR RENT  
☒ FOR 2024 AS NEEDED TREE TRIMMING BPN CONTRACT BID

|          |                  |
|----------|------------------|
| ACCOUNT  | <u>10 866 50</u> |
| PAYMENT  |                  |
| BAL. DUE |                  |

- ☐ CASH  
☐ CHECK  
☐ MONEY ORDER  
☐ CREDIT CARD

BND DEPOSIT

FROM \_\_\_\_\_ TO \_\_\_\_\_

BY Amurao



**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** July 22, 2025  
**SUBJECT:** Personnel Policy Update Effective 6.1.2025

---

**Recommendation:**

Approval of the Personnel Policy Update Effective 6.1.2025

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** August 22, 2025  
**SUBJECT:** Approval of the Personnel Policy Update Effective 6.1.2025

**Recommendation:**

I recommend the approval of the Personnel Policy Update Effective 6.2.2025. Your consideration and concurrence are appreciated.





## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Doria LaPorte, Human Resources Director  
**DATE:** July 22, 2025

**RECOMMENDATION:** Approval of the Personnel Policy Update Effective 6.1.2025

---

### ISSUE STATEMENT

The issue this update aims to resolve is the absence of clear guidelines for employees to report specific legal matters and the need to incorporate Michigan's earned sick time law. Without these updates, the City risks inconsistent practices, potential legal exposure, and failing to meet state requirements.

### DESCRIBE THE CONSEQUENCES

**Addition of Michigan Earned Sick Time (ESTA):**

Not including the Michigan Earned Sick Time Act (ESTA) in the handbook risks non-compliance, employee confusion, and potential legal claims. It's essential to reflect current law to ensure clarity and protect the organization.

**Addition to Rules of Conduct – Legal Involvement Reporting:**

Not adding this policy may lead to employees unknowingly failing to report serious legal issues, putting the City at risk. Without clear guidelines, the City could face safety concerns, legal liability, and reputational damage. Inconsistent handling across departments may also result in HR or legal challenges. Ultimately, the lack of a formal policy could undermine public trust. Adding it ensures clear expectations and effective risk management.

### OWNERSHIP

The Personnel Department is responsible for formally updating the Personnel Policy to include the Michigan Earned Sick Time Act (ESTA) and the new addition to the Rules of Conduct. This includes reviewing the legal requirements of ESTA, drafting clear policy language, and ensuring it aligns with existing City policies. Personnel must communicate these changes to all employees, provide training to supervisors on proper implementation, and ensure all staff acknowledge receipt and understanding. HR is also tasked with maintaining documentation, monitoring compliance, and enforcing the updated policies consistently across all departments.

### SOLUTION

**Addition of Michigan Earned Sick Time (ESTA):**

Adding the Michigan Earned Sick Time Act to the personnel policy ensures compliance with state law, informs employees of their rights, and provides clear guidelines for using earned sick time. It promotes transparency, consistency, and protects both the City and its workforce.

**Addition to Rules of Conduct – Legal Involvement Reporting:**

Including this policy ensures the City can proactively manage risks, maintain public trust, and uphold workplace safety. It sets clear expectations for employees to report legal involvement that could affect their performance or the City's reputation.

**FACILITATE IMPLEMENTATION**

Approval of the Personnel Policy Update Effective 6.1.2025

---

**ATTACHMENTS**

1. DL Final Clean Personnel Policy 6.1.2025- 7.9.2025
2. DL Final w-track changes Personnel Policy 6.1.2025- 7.9.2025

# CITY OF JACKSON, MICHIGAN

## PERSONNEL POLICY



**City Manager's Office**  
**Human Resources Division**

161 W. Michigan Ave. • Jackson, MI 49201  
Phone: (517) 788-4046 • Facsimile: (866) 522-9005

Latest Revisions: 06/1/2025

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## **INTRODUCTION**

The Personnel Policy contained in the pages of this document in no manner should be construed as a contract or promise to any employee or prospective employee that the procedures, classifications, class grades, or benefits contained will remain in effect or continue in existence. This document is merely an outline of the procedures, classifications, class grades, and benefits which existed at the time of the enactment by the City Council. The procedures, classifications, class grades, and benefits contained herein may be altered, decreased, changed, or eliminated at any time by action of the City Council, and the interpretation of the procedures and this entire document shall be in the sole discretion of the City Council.

It must be specifically understood by each and every employee or prospective employee that this document does not constitute a contract of employment between the City of Jackson and any employee or prospective employee or a continuing promise of the continuation of any provisions contained herein. Specifically, no employee or prospective employee should rely upon this document or any of the provisions contained herein as a condition of continuing employment or as a condition of accepting employment.

Equal Employment Opportunity Statement -The City of Jackson will provide equal employment opportunities to qualified persons without regard to race, creed, color, sex, age (40 and older), religion, national origin, citizenship, ancestry, pregnancy, sexual orientation, gender identity, gender expression, family medical history and genetic information, physical and mental disability, military & veteran status, arrest record, marital status, height, or weight as required by applicable law.

At-Will Employees - None of the language contained within this Personnel Policy shall be deemed to vest any employee with any "just cause" rights that prevent their dismissal without cause. It is the policy of the City that all employees of the City are "at will" employees, and, subject to the terms and conditions of applicable labor agreements, the City retains the right to discharge any employee without cause.

Performance Evaluations - The City Manager may establish a system of performance evaluations. If established, the system shall be incorporated into this policy.

Safety Committee - The City Manager may establish a Safety Committee. If injured, an employee shall file a claim in accordance with the Michigan Workers' Disability Compensation Act.

Residency Requirement – Non-union full-time City employees who maintained their residency status within the Jackson City Limits for the entire previous calendar year (12-month period) are eligible to receive a \$1,800.00 residency stipend in January of each year. (Note: This stipend will be prorated for partial-year residency on a monthly basis.)

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

All union employees are governed by the residency language in their respective labor agreements or past practice. Such past practice shall continue until a change is negotiated with the respective labor organization.

REF: Civil Service Rules and Regulations, Section 17, Residency Requirements.  
Michigan Public Act 212 of 1999

EFFECTIVE DATE:

- Revision dated June 1, 2025
- Revision dated July 1, 2024
- Revision dated May 1, 2022
- Revision dated August 14, 2018
- Revision dated November 15, 2017
- Revision dated January 10, 2017
- Revision dated May 10, 2016
- Revision dated December 15, 2015
- Revision dated November 17, 2015
- Revision dated July 14, 2015
- Revision dated April 27, 2015
- Revision dated December 19, 2014
- Revision dated October 1, 2014
- Revision dated July 1, 2008
- Revision dated July 1, 2006
- Revision dated July 1, 2005
- Revision dated July 1, 2004
- Revision dated September 1, 2003
- Revision dated April 1, 2003
- Revision dated July 1, 2002
- Revision dated March 1, 2002
- Revision dated July 1, 2000
- Revision dated September 21, 1998
- Revision dated August 15, 1997
- Revision dated January 21, 1997

## **SCOPE**

This Personnel Policy covers all employees of the City of Jackson and does not apply to affiliated organizations such as the Downtown Development Authority or Jackson Housing Commission. Those employees covered by labor agreements shall be governed by the provisions of said labor agreements. In the absence of specific provisions or where the labor agreement is silent, this policy shall apply. In the case of a conflict between this Policy and a labor agreement, the labor agreement language shall prevail over this Policy for employees covered by a labor agreement.

## **REFERENCES**

Administrative Regulations  
Americans with Disabilities Act of 1990 (Federal Mandate) Civil  
Service Rules and Regulations  
Drug Policy (Administrative Regulation No. 29) Fair Labor Standards Act (Federal Mandate) Family  
Medical Leave Act (1993) (Federal Mandate)  
General Retirement Plan  
Genetic Information Nondiscrimination Act of 2008  
Jackson City Code  
Michigan Public Act 212 of 1999 (Residency) Michigan Public Act 152 of 2011  
Michigan Public Act 54 of 2011  
The Patient Protection and Affordable Care Act of 2010 (Federal Mandate) Rules of Conduct Workers'  
Disability Compensation Act 317 of 1969 (State of Michigan)  
Michigan Earned Sick Time (ESTA)

## **ARTICLE I - PROMULGATION OF PERSONNEL POLICY**

Section I-1. Purpose of the Personnel Policy. It is the purpose of the City of Jackson Personnel Policy to establish an equitable and consistent personnel administration system for the City and its employees in order to ensure that the most effective and efficient services are provided to the City of Jackson community. It is also the purpose of this Personnel Policy to clearly explain the duties, rules, and expectations of the City and its employees and to accurately describe the rights and benefits offered to City employees in order to attract and retain a proficient and skilled workforce. Furthermore, this policy shall govern all City/employee relationships of a non-union nature and all City/employee relationships for union personnel where the labor agreement is silent. The City reserves and retains the unilateral right to amend, modify, change, add to, or terminate any provisions in this policy at any time.

## **ARTICLE II - APPLICATION AND INTERPRETATION**

Section II-1. Allocation of Existing Positions. The positions in the Class Specifications are hereby allocated to appropriate classes in accordance with the schedules attached hereto.

Section II-2. Interpretation of Class Specifications.

- A. Purpose and Effect of Class Specifications: Each class specification outlines the main characteristics and qualification requirements of a position in the class and gives examples of special duties that employees holding such positions may properly be required to perform. The class specification is descriptive and explanatory, but not restrictive. The listing of particular examples of duties does not preclude the assignment of other tasks of related kind or character or of lesser skills. Likewise, the assignment of an employee to a class does not preclude the assignment of duties from another class to the employee or the assignment of the employee to another class.
- B. Application of Specifications to Positions: In determining the class to which a position should be allocated, the specification of each class shall be considered in relation to the specifications of other classes in the Personnel Policy.
- C. Statement of Qualifications: The statement of qualifications in a class specification is intended to be used as a guide in determining the eligibility of candidates for competitive examinations; as an aid in the preparation of such examinations; and, for use in determining the relative value of positions in a class in relation to positions in other classes.

Section II-3. Employer's Rights. The City, as an employer and on behalf of the electors of the City of Jackson, hereby retains and reserves unto itself all powers, authority, duties, and responsibilities conferred upon and vested in it by law and by the Constitution of the State of Michigan and of the United States, the Jackson City Charter and City Code, and any modifications made thereto.

Further, all rights which ordinarily vest in and are exercised by employers are reserved to and



remain vested in the City, including, but without limiting the generality of the foregoing the right to:

- A. Manage the affairs of the City efficiently and economically, including the determination of quantity and quality of services to be rendered;
- B. Introduce new equipment, methods, machinery or change and/or eliminate existing equipment and institute technological changes, decide on materials, supplies, services, equipment and tools to be purchased;
- C. Determine the size of the workforce and increase or decrease its size;
- D. Hire, assign, and permanently or temporarily lay off employees;
- E. Direct the workforce, assign work and determine classifications, and prescribe and assign job duties, content, and classification;
- F. Establish, change, combine, or discontinue job classifications and prescribe and assign job duties, content, and classification;
- G. Discipline and discharge employees;
- H. Adopt reasonable work rules; and
- I. Select employees for promotion or transfer and determine the qualifications and competency of employees to perform available work.

### **ARTICLE III - ADMINISTRATION AND MAINTENANCE**

Section III-1. Responsibilities of the Director of Human Resources. All references to the City- County Director of Human Resources are synonymous with the City's title of Director of Human Resources. The Director of Human Resources shall direct necessary reviews and preparation of reports recommending appropriate action to ensure that the Personnel Policy is kept current and to assure that any important changes in duties and responsibilities in any existing positions and of new positions are reflected in the Policy. The Director of Human Resources shall provide, subject to the approval of the City Manager, for the reallocation of any position from one class to another class, whenever a change in duties and responsibilities of such position makes the class to which the position was previously allocated no longer applicable. Any actual reallocation to be made shall be made with the knowledge of the employee concerned and their Department Head.

The Director of Human Resources shall be responsible for the work of administering and maintaining the Personnel Policy. This shall include but not be limited to, the processing of salary advancements, the determination of proper salary rates within existing Policy provisions, and the preparation of recommendations for revisions to the Policy on the basis of changes in prevailing rates of pay for comparable positions outside the City Service.

Section III-2. Changes Requiring Approval of the City Council. The approval of the City Council shall be required for all policy changes to this document, but not for amendments of an administrative nature. Such changes shall take the form of amendments to this Personnel Policy.

Section III-3. Changes Requiring Approval of the City Manager. The approval of the City Manager shall be required for all administrative changes to this document. The City Council will receive written notice of all administrative amendments to the Personnel Policy at least fifteen (15) days before they take effect.

Section III-4. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict with the provisions of this Policy are hereby repealed.

Section III-5. Savings Clause. If any section, sentence, clause, or phrase of this Policy shall be held for any reason to be inoperative or unconstitutional, void or invalid, the validity of the remaining portions of this Policy shall not be affected thereby, it being the intent of the City Council in adopting this Policy that no portion thereof or provision herein shall become inoperative or fail by reason of the unconstitutionality or invalidity of any other portion or provision and the City Council of the City of Jackson, Michigan, does hereby declare that it would have severally passed and adopted the provisions contained herein, separately and apart one from the other.

## **ARTICLE IV - PERSONNEL FILES**

Section IV-1. Personnel Files. A personnel file is maintained by the Human Resources Department on every employee of the City (except Parks and Recreation seasonal employees, City Clerk election workers, Police Reserve Officers, and School Crossing Guards). However, the aforementioned seasonal employees and election workers' personnel files must be retained in accordance with Federal, State, and City laws, ordinances, and regulations by the hiring departments. All material in these files is strictly confidential and secured under the custodianship of the Human Resources Department. All personnel files are subject to the provisions of the Bullard-Plawecki Right-To-Know Act and the Freedom of Information Act. Medical records are secured in a file that is separate from the personnel records. Information in an employee's personnel file may include the following:

- A. Original application and accompanying documents (i.e., resume, transcripts, references, investigation reports, military papers).
- B. Personnel Action Requests or notices of pay changes and accompanying documents.
- C. Performance evaluation forms and related materials.
- D. Letters of commendation or complaint connected with employment.
- E. Promotional opportunity application and related materials.
- F. Forms pertaining to fringe benefit programs and related programs.
- G. Documents submitted by the employee.
- H. Certificates or notices of accomplishment of the employee in the area of training or employee development.
- I. Documentation of disciplinary action.
- J. Materials submitted as part of the record for an appeal or a decision or other action and copies of related proceedings.

Section IV-2. Official Access. The following personnel shall have the right to access an inspection of an employee's personnel file.

- A. The employee who is the subject of the file.
- B. An attorney or designee of the employee when the employee has provided written authorization to their file.

- C. Supervisory employees who are considering the employee for promotion, transfer, reassignment, demotion, dismissal, or other personnel action.
- D. The City Attorney or other appropriate agent when needed in connection with any legal action involving the employee and the City.
- E. Authorized representatives of the Human Resources Department.
- F. A person or persons making a proper legal request under the Freedom of Information Act (FOIA).

Section IV-3. Limited Access. Information in an employee's personnel file shall not be made accessible to anyone except the Human Resources Department, the employee, and those listed in Article IV, Section IV-2 above. The only information provided over the telephone is verification of any employee's job title, dates of employment, and salary. No other information will be given by phone unless the employee provides a written release absolving the City, its employees, agents, and officials from any responsibilities of the consequences of disclosure.

Section IV-4. Written Reprimands. Unless otherwise provided by law, whenever a reprimand is placed into an employee's file for the purpose of reflecting a negative facet of that employee's performance, the employee shall be provided a copy of the entry.

Section IV-5. Employee Access. An employee, upon written request to the Human Resources Department, may periodically review at reasonable intervals, generally not more than two (2) times per year, their personnel record. The review shall take place in the Human Resources Department during normal office hours, unless inconvenient to the employee due to an unusual shift or job site, at which time a mutually convenient time and place shall be arranged.

An employee may obtain a copy of information contained in their personnel file. If there is disagreement with information contained in the personnel file, an employee may submit a written statement explaining their position which shall then be made part of the personnel file, with a copy provided to the supervisor.

## **ARTICLE V – JOB CLASSIFICATIONS**

Section V-1. Job Classifications. Job classifications shall consist of the following classes of non- union positions, with such changes as may be made from time to time by the City Council by amendment to this Personnel Policy. All positions of the class shall be paid as set forth from time to time by action of the City Manager or City Council action. For purposes of this Personnel Policy, all employees and officials of the Jackson Housing Commission are not employees of the City of Jackson. For purposes of the Civil Service ordinance, all union personnel are deemed to be employees whose personnel rights and responsibilities shall be resolved under the provisions of their applicable labor agreement.

### Occupational List of Class Titles

- A. CLERICAL, ADMINISTRATIVE, AND FISCAL GROUP  
(Non-union positions – occupied or vacant)

#### \_\_\_\_\_ Class Title \_\_\_\_\_

Account Clerk Supervisor  
Administrative Secretary I

Administrative Secretary II  
Appraiser  
Evidence Management Coordinator Financial  
Analyst  
GIS Coordinator  
Labor Relations Technician Legal  
Secretary  
Community Development Planner  
Property Management Coordinator  
Purchasing Technician Recreation  
Services Coordinator Senior  
Appraiser  
Senior Citizen & Recreation Activities Coordinator Tax  
Supervisor

B. ENGINEERING, INSPECTION AND TECHNICAL GROUP  
(Non-union positions – occupied or vacant)

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Class Title

Civil Engineer II Civil  
Engineer III  
Engineering Assistant  
Parking Manager/Engineering Assistant  
Wastewater Treatment Plant Industrial Pretreatment Supervisor

C. LABOR AND TRADES SUPERVISION GROUP  
(Non-union positions – occupied or vacant)

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Class Title

Assistant Water Treatment Plant Supervisor  
Building Maintenance Supervisor  
Chief Wastewater Treatment Plant Operator LSL  
Service/DPW Foreman/Safety Supervisor Meter  
Services Supervisor  
Public Works Assistant  
Public Works General Foreman

D. APPOINTIVE OFFICIALS (Non-union positions – occupied or vacant). Unless otherwise  
noted, all contractual employees are at will and on scale.

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Class Title

Administrative Assistant  
Administrative Assistant Treasurer & Clerk  
Administrative Assistant PW Fiscal Services  
Administrative Assistant to the Director of Police and Fire Services

Administrative Assistant to the City Manager  
Assistant to the City Manager  
Assistant City Assessor  
Assistant City Engineer  
Assistant City Manager/Operations  
Assistant City Manager/Community Development Director  
Assistant Finance Director  
Assistant Director of Human Resources  
Assistant Director of Community Development  
Assistant Director of Parks, Recreation, and Grounds  
Assistant Director of Public Works – Public Utilities Administration  
Assistant Superintendent of Wastewater Treatment Plant  
Assistant Director of Human Resources  
Building Inspector Chief Building Official  
City Assessor  
City Attorney  
City Clerk  
City Engineer  
City Manager  
Code Enforcement Officer I  
Code Enforcement Officer II  
Code Enforcement Officer III  
Code Enforcement Director  
Community Development Grant Coordinator  
CD Coordinator/Recreation Services Supervisor  
Community Development Director  
Department of Public Works/Utilities Fiscal Supervisor  
Deputy City Attorney  
Deputy City Clerk Deputy  
City Treasurer  
Deputy Director of Police and Fire Services, Fire Division  
Deputy Director of Police and Fire Services, Police Division  
Director of Finance/Purchasing Agent  
Director of Community Development  
Director of Parks, Recreation and Grounds  
Director of Police and Fire Services  
Director of Public Works  
Economic Development Director  
Economic Development Specialist  
Elections and Records Coordinator  
Elections and Records Administrative Assistant  
Electrical Inspector  
Grant Coordinator  
Grant & Front Office Supervisor  
Housing Rehab Specialist  
HR Manager  
Paralegal  
Planning Director  
Plumbing and Mechanical Inspector  
Public Information Officer  
Purchasing Coordinator  
Recreation Services Supervisor  
Records Management Supervisor (CD/Police)



Rehabilitation Coordinator  
 Senior Assistant City Attorney  
 Senior Planner (CD)  
 Staff Accountant  
 Staff Attorney  
 Superintendent of Parks and Golf Operations  
 Supervisor of Management of Information Services  
 Wastewater Treatment Plant Superintendent  
 Water Billing Supervisor  
 Water Treatment Plant Supervisor  
 Water and Sewer Maintenance Foreman

E. ELECTIVE OFFICIALS:

- Mayor and City Council members
- City Treasurer (also serves as Income Tax Administrator)

F. POLICE DEPARTMENT GROUP  
 (Non-union positions – occupied or vacant)

Class Title

- <sup>2</sup> Police Cadet
- <sup>2</sup> Compensation to be determined by ordinance of City Council.

G. PUBLIC SAFETY GROUP  
 (Non-union positions – occupied or vacant)

Class Title

- <sup>3</sup> Community Service Officer
- <sup>4</sup> School Crossing Guard:
  - One appearance at a corner
  - Two appearances at a corner
  - Three appearances at a corner
- <sup>3</sup> Compensation to be adjusted annually with other job classification positions.
- <sup>4</sup> Compensation to be determined by ordinance of City Council. Persons classified as "School Crossing Guards," as above provided for, shall not be vested with any police powers, and their classification, in a class of the Public Safety Group, for the purpose of this Policy, shall not be deemed to be eligible to participate in any City pension plan.

H. PART-TIME APPOINTIVE OFFICIALS (Non-union positions – occupied or vacant)

- Administrative Hearing Officers

## **ARTICLE VII - PUBLICIZING OF VACANCIES**

Section VII-1. Equal Employment Opportunity/Affirmative Action. It is the policy of the City of Jackson to implement equal opportunity on an affirmative basis to all qualified employees and applicants for employment in accordance with State and Federal Law. Positive action shall be taken to ensure the fulfillment of this policy.

Section VII-2. Full-Time Positions in the City Service. The City reserves the right to fill certain highly technical, specialized, and/or managerial non-union positions from within as part of reorganization or internal department promotions. Otherwise, whenever a vacancy occurs in a position in the City Service such vacancy shall be advertised on the City's website, other public media, and association newsletters, professional journals, trade papers, or other suitable publications or electronic media as deemed appropriate. The advertising of vacancies in positions in the City Service is done not only to secure competent applicants but also to fulfill the obligations of the City to apprise interested qualified applicants of the vacancies and positions. Notwithstanding the above, vacancies in the common labor group and in seasonal, temporary provisional, and emergency positions need not be advertised if the City Manager or their designee determines there will be a satisfactory pool of applicants without such advertising.

Section VII-3. Anti-Nepotism. Effective November 18, 2015, the City will not hire the relative of any current employees, elected and/or appointed officials; however, the City Manager has the authority to waive this requirement when special circumstances can be demonstrated. For purposes of this section, "relative" shall mean any of the following family members whether by blood or marriage: spouse, child, step-child, foster child, parent, step-parent, foster parent, brother, step-brother, sister, step-sister, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, niece, nephew and cousin or any other individual that is a member of the employee or elected official's household for which the employee or elected official is financially responsible. This policy ensures that all applicants are considered on the basis of their qualifications and are not given preferential consideration based on their relationship to current employees or elected officials.

However, employees who marry while employed shall have 90 days to transfer out of a superior- subordinate relationship resulting from the marriage. In the event the transfer cannot be made within the noted timeframe, the employee with the least seniority shall be terminated. This policy applies to all categories of employment, including full- and part-time and temporary or seasonal classifications.

REF: City of Jackson, Ethical Standards of Conduct Ordinance No. 2015-18

## **ARTICLE VIII - LENGTH AND CONTINUITY OF SERVICE**

Section VIII-1. Requirements as to Length and Continuity of Service.

- A. Service requirements for advancement within Salary Schedules and for other purposes as specified in this Policy shall require employment in the City Service without break or interruption.
- B. The following absences shall not affect the continuity of service and time on such absences

shall count toward length of service:

1. Authorized leave of absence with pay;
  2. Authorized leave of absence without pay of thirty (30) calendar days or less; or
- C. Absences for purposes of serving with the Armed Forces of the United States shall not break continuous service only if the laws of the State of Michigan and/or the United States require reinstatement without a break in service at the time the person completes military service and reapplies for employment.
- D. Leaves of absences without pay of over thirty (30) calendar days shall be deducted from the length of service but shall not have the effect of interrupting the continuity of service. Deduction from length of service may be accomplished by moving the employee's anniversary date forward by the appropriate number of calendar days.
- E. All absences without authorized leave of more than two (2) days shall be deducted from and shall interrupt continuous service.
- F. The Family Medical Leave Act and the Americans with Disability Act will be administered in accordance with those Acts (Ref: Article XIV, Section XIV-3).

## **ARTICLE IX - LAYOFFS/SEVERANCE**

### **Section IX-1.**

- A. Layoffs. Whenever the City in its discretion determines that a layoff is necessary due to a lack of funds, lack of work, or due to a reorganization, such layoff shall be made in such classifications as the City may designate. Layoffs shall be made in accordance with procedures to be developed by the Director of Human Resources.
- B. Recall from Layoffs. The order of recall of laid-off employees shall be in the inverse order in which the employees were laid off and shall be subject to the same conditions as prescribed in a lay-off. However, it shall only apply to classified employees and shall not exceed a two (2) year call back period.
- C. Severance. Severance from the City service shall be in accordance with procedures to be developed by the Director of Human Resources and approved by the City Manager and shall only be available for all those employees with an at-will employment agreement. Severance codified in an employment contract is governed by the employment contract in increments of days or months.
- D. Constructive Dismissal. All contractual employees titled as department heads or appointed officials shall have a signed at-will employment agreement which includes a constructive dismissal clause. The section shall state that all claims alleged to be a constructive dismissal (an employee terminates their employment in response to the employer's treatment of them) shall be submitted in writing to the Director of Human Resources no later than 30 days after the occurrence. The documentation must show that they have resigned in response to a

fundamental breach of contract by the employer (Employment Rights Act 1996). If the constructive dismissal claim is deemed to have merit, all such employees shall be granted their severance pay in accordance with their employment agreement.

REF: City of Jackson, Civil Service Rules and Regulations, Section 6.4 and Section 8.1a.

## **ARTICLE X - REQUESTS FOR CLASSIFICATION/COMPENSATION ADJUSTMENTS**

Section X-1. Employee Requests for Classification Adjustments. Any employee shall have the right to consideration of any request they may have with respect to a change in the classification of their position. The employee shall make their request initially to the head of their department. If the head of the department feels that the request is reasonable, they shall notify the Director of Human Resources of the request and give their opinion or recommendation. If the head of the department feels the request is not a reasonable one, they shall reject the request, but notify the employee of their right to appeal to the Director of Human Resources. The Director of Human Resources shall give due consideration to the requests they receives from Department Heads and employees, and in those cases where they feels a change in classification is required, they shall recommend to the City Manager such action on the matter as they may deem appropriate. The decision of the City Manager shall be final.

Section X-2. Employee Requests for Compensation Adjustments. Any employee shall have the right to the consideration of any request they may have with respect to changes in the application of the Personnel Policy to their position. The employee shall initially make their request to the Department Head, who shall promptly seek to arrive at a solution which is consistent with the Personnel Policy and acceptable to the employee. When the Department Head is unable to resolve such a request in a manner which is satisfactory to the employee, the matter shall be submitted to the Director of Human Resources for review. In the event the employee remains unsatisfied after review by the Director of Human Resources, they may appeal to the City Manager. The City Manager shall review such appeal and issue a decision on it within 45 days. The decision of the City Manager shall be final.

## **ARTICLE XI - COMPENSATION**

Section XI-1. Salary Schedules. The pay of City employees shall be on the basis of appropriate bi-weekly and/or hourly salary schedules as set from time to time by the City Ordinance for each of the respective classes of positions in the City service as established by this policy or by labor agreement. Said schedules as contained in Appendix A and as revised from time to time by City Council action, shall be deemed as part of this Personnel Policy. (Salary Schedules for those employees belonging to a union are contained in the respective labor agreement.) Each salary schedule shall consist of a minimum entrance rate, intermediate salary rates, and a maximum rate.

### **A. Merit Award Policy**

A Merit Award may be granted to an employee to recognize accomplishments which directly impact the efficiency, economy, and effectiveness of city operations and/or positively impact the City's service to the public.

Recognition of merit pay will be based on the high level of performance of the employees to the City of Jackson. Merit pay will not be withheld, denied, or awarded for an illegal reason including discrimination based on sex, race, age, religion, national origin, marital status, covered veteran status, disability, or membership in the Uniformed Services.

The City Manager has authority to approve merit awards, based upon the Human Resources Manager's recommendations.

The Merit Award may be made for a period of exceptional productivity. A complete and approved performance appraisal as determined by the City Manager, must be completed by the employee's supervisor detailing the employee's achievements. Depending on the employee's performance appraisal the following actions may be taken:

1. No increase
2. An amount equal to ½ step in the employee's current salary/wage grade
3. 1 full-step increase in the employee's current salary/wage grade

### **Section XI-2. Compensation for Hourly Paid Employees.**

- A. Employees to be paid in accordance with the applicable labor agreement and ordinance.
- B. Part-time, seasonal and temporary positions shall be paid in accordance with Section XI-7.

Section XI-3. Full-Time Basis of Salary Schedules. The salaries prescribed by action of the City Council are fixed on the basis of full-time service for normal work weeks as indicated for the several groups in Article V. of this Personnel Policy.

### **Section XI-4. Entrance Salary Rates.**

- A. Starting Rate on Initial Employment. Original appointment to any position shall be made at the entrance rate and advancement from the entrance rate to the maximum rate within a pay



range shall be as approved by the City Manager. The City Manager may approve an initial compensation rate higher than the minimum rate for the class when, in their opinion, the needs of the City Service make such action necessary. However, in all cases, a PAR request shall be submitted to, and reviewed by, the Director of Human Resources, and subsequently approved by the City Manager, in advance of hiring all new employees (full-time, part-time, temporary and/or seasonal).

- B. Starting Rate on Return to Duty. When an employee returns to duty in the same classification after a separation from the City service of not more than one (1) year, which separation was not due to discreditable circumstances, such employee shall receive the payrate received at the time of separation and shall subsequently serve at their reentry rate for at least such period as is normally required for advancement to the next higher rate per the terms of the Merit Award Policy.
- C. Starting Rate on Return from Military Service. Any employee who leaves or has left the City service to enter the active service of the Armed Forces of the United States shall, upon severance of service, be entitled to reinstatement in accordance with the applicable laws prevailing at the time the employee makes application for reinstatement.
- D. Rate of Pay Upon Demotion. In case an employee is demoted, credit shall be given for continuous service in the higher-paid position in determining the proper rate in the Salary Schedule for the lower-paid position, provided that the salary rate after demotion shall not be higher than that prior to demotion.
- E. Starting Rate in New Positions (Non-union). Whenever an employee not represented by a union is placed in another position not previously held, or a union employee accepts a non- union position they have not previously held, the employee shall be compensated at a rate deemed appropriate by the City Manager in the salary schedule established for this position. However, a PAR must be submitted and approved in advance of the employee moving into the new position.
- F. Rate of Pay Upon Promotion (Non-union). Whenever an employee not represented by a union, or a union employee accepting a non-union position is promoted to a position in a higher-class grade than the position they currently holds, the employee shall be compensated at a rate deemed appropriate by the City Manager in the salary schedule established for the position. Future step increases, if applicable will be based on the terms of the Merit Award Policy. However, a PAR must be submitted and approved in advance of the employee's promotion.
- G. Rate of Pay Upon Position Reclassification (Non-union). An employee not represented by a union and whose position is reclassified to a higher-class grade, shall be compensated at a step rate deemed appropriate by the City Manager in the class grade schedule established for the position. Future step increases, if applicable will be based on the t e r m s of t h e Merit Award Policy. . However, a PAR must be submitted and approved in advance of the employee's reclassification.

#### Section XI-5.

- A. Probationary Period. After initial appointment or promotion to a position in the City Service, the first one thousand and forty (1,040) hours actually worked in the position shall be

considered the period of probation. The probationary period for any employee represented by a union shall be in accordance with provisions of their respective labor agreement for their employee classification.

In the event that the employee does not satisfactorily complete the probationary period, they shall be separated from the service and shall not have recourse to appeal their separation before the Civil Service Commission, except that in the case of promotion from a position in which an employee had Civil Service status, they will revert to such position as they may be entitled to under Civil Service rules, provided the employee's failure to satisfactorily complete probation was not for a reason which necessitated the employee's termination.

Section XI-6. Recommendations for Salary Advancements within Grade. The Department Heads shall recommend in writing to the Director of Human Resources the advancement in salary of their employees who have met the requirements for salary advancement as enumerated above per the Merit Award Policy. All such requests shall be reviewed by the Director in advance of the City Manager's approval.

Section XI-7. Computation of Salaries of Part-Time, Seasonal and Temporary Employees. Part-time, seasonal and temporary employees may be employed on an as-needed basis and if employed shall be paid only for hours actually worked and at an hourly rate established by the City. Part-time, seasonal and temporary employees shall not be eligible for any fringe benefits during their employment.

Section XI-8. Special Salary Provisions.

- A. Plus, Rates for Special Skills: In any case when an employee is qualified for and is temporarily required, in writing by their supervisor, to regularly serve in and accept responsibility for work in a higher class or position, such employee shall receive the entrance salary rate of that class grade or their present rate plus one class grade, whichever is higher, while so assigned, subject to the approval of the City Manager. A non-union, non-exempt employee, who is required to work in a higher class or position continuously for a period of five (5) or more consecutive days, shall be deemed "temporarily required to regularly serve and accept responsibility for work in a higher class position," as is a non-union exempt employee who is required to work in such higher class or position continuously for a period of thirty (30) or more consecutive days, unless either employee is so assigned for training purposes. In case of vacancies in the City Service where a non-union employee is required in writing by the City Manager to fill a vacancy in a higher class or position and assume full responsibility for that position until it is permanently filled, such employee shall be compensated for the duration of such assignment as though permanently promoted to the position in accordance with Article XI, Section XI-4, H. of the Personnel Policy.
- B. In any case when a non-union employee is regularly assigned in charge of one or more persons in positions of the same class grade, such employee shall be paid at the corresponding step rate in the next higher-class grade upon recommendation of the Department Head and approval of the City Manager.

Section XI-9. Temporary Acting Positions. When an employee is required by their supervisor to temporarily transfer from one job classification to another, the employee shall continue to be paid at the rate applicable to their permanent job classification; provided, however, if the employee is transferred for a period in excess of forty (40) working hours during a pay period to a job classification for which the maximum rate of pay is higher, the employee shall automatically receive the

higher salary rate for the time actually worked out of grade.

Section XI-10. Step Increases for Temporary Acting Positions. In any case where an employee is placed in a temporary acting position, they shall continue to accrue service credit for all salary and benefit purposes. When an employee is due to receive a step increase and they are currently working in a temporary acting position, such step increase shall be processed via the following steps: (1) process PAR returning employee from temporary acting position to their regular position; (2) process PAR for step increase at their regular position; (3) process PAR to take employee back up to temporary acting position. The effective date may be the same on all three PAR's. When such employee returns to their former position, they will do so at a rate of pay that allows them to receive the step increase they would have received had they been working in their regular position at the time of the step increase date.

Section XI-11. Tuition Reimbursement. Effective November 18, 2015, the City agrees to furnish all non-union employees, when such costs that are not covered by other programs, the cost of job-related course work (up to \$20,000) for any applicable, previously approved and budgeted, classes and/or certification. The employee is further restricted from reimbursement if the City has previously reimbursed the employee for any other degree and/or if the employee is requesting reimbursement associated with a second similar degree (i.e., second bachelor's degree or second master's degree). Any such programs or courses must have written approval of and shall be at the sole discretion of the City Manager, as recommended by the department head, prior to taking such courses to be eligible for reimbursement and the employee must agree to and sign a form indicating an understanding of all program stipulations. In order to be eligible for reimbursement, the employee must demonstrate matriculation. Additionally, the employee must continue to work for the City for four (4) years following final reimbursement. The employee that voluntarily leaves his employment with the City shall be responsible for refunding any reimbursements received within the prior four (4) years.

## **ARTICLE XII - OVERTIME WORK**

Section XII-1. Overtime Administration. In emergencies, a Department Head may prescribe, with the approval of the City Manager, reasonable periods of overtime work to meet operational needs. Such overtime shall be reported and justified as required by the City Manager.

Section XII-2. Compensation for Overtime. Employees of the City of Jackson shall be compensated for authorized overtime work in accordance with applicable laws or labor agreements.

Section XII-3. Leave Time in Lieu of Overtime Compensation for Certain Employees and Appointed Officials.

- A. Employees who are legally exempted from coverage by the Federal Fair Labor Standards Act, who are not covered by a labor agreement, shall be considered salaried employees who shall be paid an annual salary, prorated on a biweekly basis, regardless of the number of hours worked in a given two-week period, subject to the standards established below.

It is generally understood that the salaried employees described in this section, by the nature of their work, titles and duties are expected to work in excess of the normal work day and/or workweek when it is necessary to accomplish their assignments, and that the salaries established for their positions provide appropriate compensation for the anticipated responsibilities, and not for a specific number of hours of work per day, week or year.

Effective July 1, 2000, in recognition of the flexibility these employees exercise in performing work assignments outside the regular work day, these employees may adjust their work schedules within a work day to take care of personal business, as the work load will allow and in accordance with any procedures established by the City Manager, without deducting said hours from any leave bank (such as sick or vacation leave time).

- B. Employees who are legally covered by the terms of the Fair Labor Standards Act (i.e., not exempt), who are not covered by a labor agreement, shall be considered hourly employees. All such hourly employees shall be eligible for compensation for all hours worked in excess of forty (40) per week at a rate of one and one-half times their normal hourly rates. Effective July 1, 2000, this group of hourly employees may be offered the opportunity to choose to earn compensatory leave time in lieu of overtime compensation for all hours worked in excess of forty (40) per week at a rate of one and one-half times the additional hours worked, subject to a maximum compensatory leave bank of forty (40) hours. If the employee is to be offered the opportunity to choose between overtime payment or accruing compensatory time off, the employee and the supervisor must reach that understanding prior to the performance of the additional work. Compensatory time off will be scheduled between the employee and their supervisor, taking into account workload, scheduling concerns and the employee's preferences. Compensatory leave banks for hourly employees shall be payable in cash at the time of an employee's termination of employment through resignation, retirement, dismissal or death, subject to the maximum accrual limit of forty (40) hours.

REF: Exempt Employees (Administrative Regulation No. 27)  
Overtime Compensation (Administrative Regulation No. 28)

## **ARTICLE XIV – DISCIPLINE/RULES OF CONDUCT**

Section XIV-1 - At will employees by definition serve at the pleasure of the City Manager and may be dismissed at any time for any reason without recourse to any procedure.

Section XIV-2 - Temporary, part-time or probationary employees may be disciplined or terminated without recourse to the disciplinary procedure provided in the City of Jackson Rules of Conduct.

Section XIV-3 - All notices of discipline will be forwarded to the Human Resources Department by the Department Head for placement in the employee's personnel file.

Section XIV-4 - All City of Jackson employees are expected to perform their assignments with a level of care and commitment that indicates they are putting forth a reasonable effort to effectively and safely perform their public service responsibilities. Full-time employees who choose to work more than one job are expected to follow Civil Service guidelines regarding the additional employment, which includes notifying their supervisor about the additional job, and ensuring that their job with the City is treated as their primary employment. If an employee suspects a potential conflict of interest between their job with the City and their second job or outside interest, the employee is responsible to raise the question with their department head.

Section XIV-5 - All City of Jackson employees are expected to treat all people with whom they have contact in the course of their assignments with dignity and respect. Employees are expected to comply with all legal standards related to illegal discrimination and harassment while in the course of their employment.

Section XIV-6 - Grounds and procedures for discipline and/or termination of employees are as outlined in the following City of Jackson Rules of Conduct:

### **RULES OF CONDUCT**

Applicable to all Michigan Association of Public Employees and non-union employees except at will employees.

Section 1. For violations of any of the following rules an employee shall be subject to severe discipline up to and including discharge:

- A. Refusal to comply with supervisor's instructions or other insubordinate conduct.
- B. Gross neglect of duty.
- C. Immoral or indecent conduct.
- D. Intentional falsification of employer's records.
- E. Knowingly making the time card of another, having one's time card marked by another or unauthorized altering of a time card.
- F. Theft or intentional destruction of employer's or another employee's property or removal of City property from employer's premises without authorization of the employer.
- G. Unauthorized use of the employer's property (including computers and other various forms of media).



- H. Sleeping on the job.
- I. Drinking or possessing any alcoholic beverage on employer's time, premises or equipment or reporting to work while under the influence of alcoholic beverages. Possession or use of a controlled substance on employer's time, premises or equipment or reporting for work or working under the influence of a controlled substance.
- J. Conviction of a felony while an employee of the City of Jackson.
- K. Deliberate or careless conduct endangering the safety of himself or others.
- L. Damage or destruction of the employer's or public's property in excess of \$500.
- M. Abusive, threatening or coercive treatment of members of the public, fellow employees or supervisor.
- N. Conviction of any moving traffic violation for which an employee receives 6 or more points during a 12-month period while driving the employer's vehicles.
- O. Absence from work for three consecutive, regularly scheduled working days without an excuse acceptable to the employer.
- P. Suspension or loss of driver's license (employees who are required to drive in the service of the employer).
- Q. Sabotage.
- R. Permitting any person who is not an employee to enter or ride in a City vehicle without authorization of the employer.
- S. Failure to be available for emergency call to duty or failure to respond to said call.
- T. Serious violation of a safety rule or safety practice.
- U. Possessing, carrying or otherwise using a firearm or other lethal weapon while on duty, except as may be required of a sworn police officer or granted permission by the City Manager.
- V. Intentionally discriminating against another employee or member of the public while in the performance of one's duties, based upon a legally protected classification. (Examples: race, gender, color, ethnic heritage, disability, religion, age, height, weight.)
- W. Accepting or asking for special benefits or payments from a member of the public, business, etc., to either perform required duties or to influence the manner in which duties are performed.
- X. Any member of a City department involved in a civil lawsuit (other than a divorce) as a defendant; civil action including, but not limited to, a respondent to a personal protection order (PPO) or Extreme Risk Protection Order (ERPO); criminal investigation; or criminal action as a defendant shall report to the Director of the City department in writing the circumstances of the involvement immediately after becoming involved.
- Y. Any other offense of equal magnitude to the above.

Section 2. For the commission of the following offenses an employee shall receive a counseling memo for the first offense. For a second violation of the same rule, a written reprimand is appropriate. If an employee receives: (1) two written reprimands (for the same or different offenses) within a period of twelve (12) consecutive months; or (2) discipline under Section 1 of these rules and one written reprimand under this

section (within a period of twelve [12] consecutive months); or (3) two written reprimands or disciplinary suspensions (for the same or different offenses) within a period of eighteen [18] consecutive months, such employee shall thereupon be subject to discharge upon commission of the third offense.

- A. Late to work without an excuse acceptable to supervisor.
- B. Carelessness which necessitates the scrapping or repairing of employer's equipment or property or unintentional damage or destruction of the employer's or public's property of less than \$500.
- C. Inattentiveness to work, failing to start work at the designated time, quitting work before proper time or leaving the job during the working hours without permission of the supervisor. Inattentiveness at work includes lack of productivity, use of work time to perform personal business, unreasonable use of phones (work or personal) during work hours for personal calls, playing computer games outside break or lunch periods, etc.
- D. Smoking in unauthorized areas.
- E. Minor violations of safety rules or safety practices.
- F. Failure to report to work without giving the employer advance notice unless it was impossible to give such advance notice.
- G. Creating or contributing to poor housekeeping in the building or equipment of the employer.
- H. Vending, soliciting or collecting contributions on the employer's time or premises without written authorization from the employer.
- I. Posting, removing or defacing any matter on the employer's bulletin board or property without authorization from the employer.
- J. Failure to perform work as instructed in an efficient and timely manner.  
Poor workmanship.
- K. Accepting gratuities inconsistent with the City's ethics ordinance, but not arising to the level of the violation referred to in Section 1. W., above.
- L. Any offense of equal magnitude to the above.

REF: (1) Article XI, Section XI-4, F. Rate of Pay Upon Demotion.

(2) Any absence without leave shall be handled in accordance with Article XV-8, Absence Without Leave.

(3) Administrative Regulation No. 29, Drug Policy.

## **ARTICLE XV - VACATION AND OTHER LEAVE TIME**

### Section XV-1. Vacation Leave.

#### A. Crediting Employees with Vacation.

Employees in the City service not covered by a labor or at will/fringe employment agreement, except temporary, part-time and seasonal employees shall be allowed vacation leave with pay as follows:

| Years of Service                   | Vacation Accrued Each Year                                 |
|------------------------------------|------------------------------------------------------------|
| Hire date to year two (2)          | Eighty (80) hours per year (prorated 1 <sup>st</sup> year) |
| Years two (2) through four (4)     | Ninety-six (96) hours per year                             |
| Years five (5) to year seven (7)   | One hundred twenty (120) hours per year                    |
| Years seven (7) to year ten (10)   | One hundred forty-four (144) hours per year                |
| Years ten (10) to year thirty (30) | One hundred sixty (160) hours per year                     |
| Years 30 and beyond                | One hundred sixty (160) hours per year                     |

Vacation credit shall accrue annually in January of each year ( prorated 1<sup>st</sup> year until the following January).

#### C. Vacation Carryover.

Appointed City officials (City Assessor, City Clerk, City Attorney, and City Manager) shall be allowed to maintain up to twelve (12) calendar weeks in their vacation bank and may annually carryover four (4) weeks until that amount is reached. Any carryover in excess of twelve (12) weeks by the City Assessor, City Clerk and City Attorney must be approved by the City Manager.

An employee may automatically carry over 80 hours of unused vacation time to the next calendar year.

In the event that an employee has been unable to use their accrued vacation during the calendar year and has more than the allowable yearly carryover, the employee may submit a written request to the City Manager to be compensated for the unused vacation bank hours, subject to the following conditions: (1) the request for compensation in lieu of vacation will indicate the employee was not able to schedule the vacation consistent with work demands or scheduling problems; (2) the department head will approve the payment.

#### C. Vacation Use and Scheduling. Vacation leave may normally be granted in periods of not less than one (1) week, and not more than the maximum accumulation allowed. Vacation use of less than a full week will be considered by department heads on a case- by-case basis and will not be unreasonably denied. Vacation leave will not be granted in excess of vacation credit earned by service prior to the starting date of leave.

Department heads shall schedule vacation leave with particular regard to seniority of employees and in accordance with operating requirements and, insofar as possible, with the

written request of the employees. Department heads shall prepare such reports of leave taken as may be required by the City Manager.

Any legal or declared holiday falling within a vacation period shall not be counted as a day of vacation leave. 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 within the discretion of the department head, be charged against vacation leave allowance.

#### Vacation Pay Out Upon Termination of Employment.

1. If an employee with less than five (5) years of service, who is otherwise eligible for vacation with pay, quits or is discharged and is not reinstated prior to the end of the calendar year in which the employee quits or is discharged such employee will receive, along with their final paycheck, the pro-rated vacation pay for which the employee qualified as of such anniversary date.
2. Employees with five (5) or more years of service are eligible to use vacation and/or receive a lump sum payout for vacation in the employee's final year of service (whether terminating or retiring), subject to the employee being physically present and working at least five hundred (500) hours during said year. If said employee takes a vacation during the final year and leaves the employment of the City without working the required five hundred (500) hours, any vacation paid to the employee shall be deducted from the employee's final wages or other payoffs.

#### Section XV-2. Sick Leave.

Effective from the date of hire, all full-time officers and full-time employees not covered by a labor agreement are eligible to accrue sick leave, with the exception of part-time, temporary, or seasonal employees who qualify under the Michigan Earned Sick Time Act (ESTA).

Eligible employees will accrue one (1) day of sick leave for each full calendar month of service, provided the employee has either worked or been on approved paid leave during that month.

Employees who are on sick leave exceeding 120 hours in any given month will not accrue additional sick leave for that month. The City of Jackson complies fully with the Michigan Earned Sick Time Act. Accordingly, part-time, temporary, and seasonal employees who meet the criteria under ESTA will receive paid sick leave in accordance with the provisions of the Act.

Employees may use accrued earned sick time as it is earned; however, new employees may be required to wait until the 120th calendar day after commencing employment before using accrued earned sick time. Earned sick time may be used in increments of one (1) hour or the smallest increment that the City's payroll system uses to account for absences or use of other time.

Earned sick time may be used for:

- The employee's own mental or physical illness, injury, or health condition.
- The care of a family member with a mental or physical illness, injury, or health condition.
- Medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition.
- Preventive medical care.
- Closure of the employee's place of business by order of a public official due to a public health emergency.
- The care of a child whose school or place of care has been closed by order of a public official due to a public health emergency.
- Absences related to domestic violence or sexual assault of the employee or their family

member.

- Meetings at an employee's child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.

Employees are entitled to carry over unused accrued sick time to the following benefit year. Employers are not required to allow use of more than seventy-two (72) hours of sick time in a single benefit year.

For foreseeable absences, employees must provide up to seven (7) days' notice. All foreseeable leave for such purposes require specific prior approval of the Department Head. For unforeseeable absences, notice should be given as soon as practicable to the Department Head. For absences of more than three (3) consecutive workdays, the City may require reasonable documentation, such as a signed statement by a health care professional, to verify the need for sick leave.

The immediate family for these purposes shall be regarded to include: Biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis. Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child. • Grandparent. Grandchild. • Biological, foster, or adopted sibling. • Any other individual related by blood. • "Domestic partner" means an adult in a committed relationship with another adult, including both same-sex and different-sex relationships. • "Committed relationship" means one in which the employee and another individual share responsibility for a significant measure of each other's common welfare, such as any relationship between individuals of the same or different sex that is granted legal recognition by a state, political subdivision, or the District of Columbia as a marriage or analogous relationship, including, but not limited to, a civil union.

The City shall not retaliate against, discipline, or otherwise penalize an employee for requesting or using earned sick time in accordance with this Agreement and the Michigan Earned Sick Time Act. The City shall maintain records documenting the hours worked by employees and earned sick time accrued and used, in accordance with applicable law. The City's sick leave policy is compliant with the State of Michigan's Earned Sick Time Act (ESTA).

A non-union employee shall receive the amount of pay they would 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) days, to make arrangements for and to attend the funeral of a member of their immediate family. Additional days may be allowed upon approval of the Director of Human Resources and said additional days shall be deducted from sick leave.

#### Nonunion Sick Leave Payout

Upon retirement or voluntary resignation and after no less than three (3) years of continuous service, non-union employees may be paid for unused sick leave as follows:

| Date of Hire                                                                                                     | Maximum Number of Days (up to) |
|------------------------------------------------------------------------------------------------------------------|--------------------------------|
| On or Before June 30, 1990                                                                                       | 90 days                        |
| AND                                                                                                              |                                |
| Regardless of hire date, all those with an at will employment agreement and titled as a Department Head of above |                                |



|                                     |         |
|-------------------------------------|---------|
| July 1, 1990, through June 30, 1995 | 70 days |
| July 1, 1995, through June 30, 2000 | 50 days |
| July 1, 2000, through June 30, 2005 | 30 days |
| July 1, 2005, through June 30, 2010 | 20 days |
| July 1, 2010, through June 30, 2015 | 10 days |
| On or After July 1, 2015            | 5 days  |

Unless otherwise provided by contract (employment or union), this provision shall only apply to persons who retire, are eligible for immediate pension benefits, voluntarily retire or resign as noted above.

Employees not covered by a labor agreement shall be paid, in cases of duty-related death, an amount equal to fifty percent (50%) of salary for unused sick leave with a maximum of up to one hundred eighty (180) days' accumulation. Such benefits shall be payable to the employee's designated beneficiary or, where such beneficiary has not been designated, to the personal representative of the employee's estate.

Effective July 31, 2000, employees not covered by a labor agreement, who are eligible to accrue earned sick leave and who have a sick leave balance, may use up to sixteen (16) hours of accrued sick leave per fiscal year to attend to personal business and/or civic functions. (Such time shall not be used for vacation, recreation or similar purposes.) Requests to schedule sick leave for personal business will generally be made in advance and are subject to department head approval. There shall be no carryover of unused personal business use of sick leave from one fiscal year to another fiscal year.

Additionally, effective August 1, 2015, all future sick leave banks shall be capped at 1,440 hours (180 days) for those with less than the capped amount in their bank. Anyone who subsequently reaches the cap shall be exempt from receiving additional sick time until their bank falls below this threshold.

#### Section XV-3. Family Leave Policy.

A. Purpose. To define the policy and procedure of the City with regard to family leave required by the Family and Medical Leave Act of 1993.

B. Definitions.

"*Serious health condition*" means an illness, injury, impairment, or physical or mental condition that involves continuing inpatient or outpatient care at a hospital, hospice, or residential care medical facility under the supervision of a licensed physician.

"*Son or daughter*" means a biological, adopted, or foster child or stepchild, or legal ward.

"*Spouse*" means a husband or wife; it does not mean an unmarried domestic partner.

C. Policy. Employees who have worked for the City for at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months may take up to twelve (12) weeks of unpaid leave for the following reasons:

1. Birth of a child of the employee;
2. Placement of a son or daughter into the employee's family by adoption, foster care, or other legal arrangement;

3. To care for the employee's spouse, son or daughter, or biological parent who has a serious health condition; and
4. The presence of a serious health condition which renders the employee unable to perform the functions of the employee's position.

In the case of unpaid leave for the birth or placement of a child, intermittent leave or working a reduced number of hours is not permitted unless the employee and the City agree in advance to such an arrangement. If both spouses are employed by the City, the combined leave for the family unit shall not exceed twelve (12) weeks.

In the case of unpaid leave for serious health conditions, the leave may be taken intermittently or on a reduced hour basis only if such leave is medically necessary. If intermittent or reduced hour type of leave is required, the City may in its sole discretion temporarily transfer the employee to another job with equivalent pay and benefits that better accommodates that type of leave.

Employees on an approved FMLA for themselves or other eligible person shall not abuse or misuse the FMLA leave or commit FMLA fraud. Any employee found to committing FMLA fraud, abuse or misuse, may be subject to disciplinary action up to and including immediate termination of their employment. For example, an employee on an approved FMLA to care for the serious health condition of their spouse, child or parent and who is discovered to be spending substantial time away from providing such care, may be considered to be misusing or abusing FMLA leave and/or committing FMLA fraud and may be subject to disciplinary action up to and including immediate termination of their employment.

During a family leave, the City will continue to pay its portion of the health insurance premiums covering the employee and their family. The employee must continue to pay their share of this premium, if applicable. Failure of the employee to pay their share of the health insurance premium may result in loss of coverage. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the City for payment of health insurance premiums during the family leave, unless the employee does not return because of the presence of a serious health condition which prevents the employee from performing their job or the failure to return is due to circumstances beyond the control of the employee. While on family leave under this policy, the employee shall not accrue vacation pay, sick pay, pension, service credit, or seniority. Employment benefits accrued by the employee up to the day on which the family leave begins will not be lost.

Use of leave banks:

- (1) Health Related Leaves: Unless the employee is eligible for benefits pursuant to the Worker's Compensation Statute, in all cases involving the employee's absence from work due to the employee's own, or a family member's, serious health condition, as defined by the Act and its regulations, the employee shall be required to use their unused sick leave credits. If the employee uses all their accrued sick leave while absent or does not have any unused sick leave credits, the employee must then use their accrued unused vacation time off until all, but forty (40) hours are expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work. Use of such paid leave time shall be concurrent with the twelve-week FMLA benefit period.
- (2) Parental Leaves: In all cases involving the employee's absence from work to care for an infant or newly adopted child (i.e., not medically necessary), the employee will first use up to five (5) days of unused sick leave credits. If the absence continues beyond five (5) days, the employee shall use their accumulated vacation days until all, but

forty (40) hours are expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work. Use of such paid leave time shall be concurrent with the twelve-week FMLA benefit period.

- (3) Medical verification: For all qualifying absences involving the serious health condition of the eligible employee or their family member, the terms of the Family and Medical Leave Act will be assumed to be effective for absences of more than three (3) consecutive days. Additionally, upon return from the FMLA leave granted for the employee's own serious health condition, the employee will provide a medical statement indicating the employee is fit to perform the essential functions of his job.

NOTE: The Family Leave Policy does not override any less restrictive labor agreement provisions regarding the use of vacation/sick time.

Employees who return to work from family leave within or on the business day following the expiration of the twelve (12) weeks are entitled to return to their job or an equivalent position without loss of benefits or pay.

Applications for family leave must be submitted in writing. Applications shall be submitted at least thirty (30) days before the leave is to commence, or as soon as possible if thirty (30) day notice is not possible. Appropriate forms supported by adequate medical or other necessary documentation must be submitted to the Personnel Department to initiate a family leave or to return the employee to active status.

Section XV-4. Disability Leave. Any appointed official, officer or employee of the City who suffers an injury or illness as a result of a service-connected accident or condition may be granted, upon proper authorization by the City Manager, leave with full 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) calendar months at the discretion of the City Manager. The City Manager's discretion will be predicated upon satisfactory medical evidence secured by the City.

Provided, further, that a deduction in the pay granted under this section may be made to the extent of any sums the appointed official, officer or employee may receive from any workers' compensation fund to which the State, County or City contribute. In the event of service-connected illness or injury resulting in extended absence, the employee may elect to supplement any Workers' Compensation benefits to which he is entitled by use of ordinary sick leave credit and vacation leave credit to the maximum extent of such credit.

Section XV-5. Military Leave. Any employee who presents official orders requiring their attendance for a period of training, examinations, or other active duty as a member of the United States Armed Forces, including the Michigan National Guard, shall be entitled to military leave without any form of discrimination, and upon return shall be eligible for reinstatement as per the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law.

Section XV-6. Special Leave.

- A. In addition to leaves authorized above, a Department Head may authorize an employee, not covered by a labor agreement, to be absent without pay for personal reasons for a period or periods not to exceed thirty (30) working days in any calendar year. The City Manager may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one (1) calendar year for purposes that are deemed beneficial to the City Service.

The City Council, upon the recommendation of the City Manager, may grant leaves of absence with or without pay in excess of the limitations above for the purpose of attending extended courses of training at a recognized university or college and for other purposes that are deemed beneficial to the City Service.

- B. Jury Duty. An employee, upon completing his probationary period, who is summoned and reports for jury duty as prescribed by applicable law, for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he receives from the Court as daily jury duty fees and what he would have earned from the Employer on that day on the basis of eight (8) hours of work at this regular hourly rate of pay, provided that if such employee is excused from jury duty during regular working hours he promptly returns to work. The Employer's obligation to pay an employee for jury duty as above provided is limited to a maximum of ninety (90) days in any calendar year.

In order to receive the payment above referred to, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days and to the extent for which he claims such payments and produce satisfactory evidence as to the amount he was paid by the Court for such jury duty. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

- C. Court Witness.

1. When a non-union non-exempt employee, as a result of performing their duties as a City of Jackson employee, is subpoenaed to make a court appearance or appearance before an administrative agency during off-duty hours, the employee shall be paid for the actual time necessarily spent at the court or before the administrative agency at time and one-half (½) their hourly rate of pay. As a condition of receiving such payment, the employee shall assign the court or administrative agency appearance fee to the City of Jackson.
2. When a non-union exempt employee, as a result of performing their duties as a City of Jackson employee, is subpoenaed to make a court appearance or appearance before an administrative agency, the employee shall be paid actual straight time. The exempt employee may retain the court or administrative agency appearance fee.
3. When a union employee, as a result of performing their duties as a City of Jackson employee, is subpoenaed to make a court appearance or appearance before an

administrative agency during off-duty hours, the employee shall be paid according to the appropriate union labor agreement.

Section XV-7. Absence without Leave. An officer or employee who is absent from duty shall report the reason therefore to their supervisor prior to the date of absence when possible and in no case later than noon of the first day of absence. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence.

Such absence may be made the grounds for disciplinary action up to and including discharge. If an employee is absent without leave for three (3) or more regularly scheduled working days, said employee shall be terminated from employment unless said employee presents a justifiable reason acceptable to the City Manager. Any exceptions may be made in the discretion of the City Manager if extenuating circumstances or an emergency made said notification impossible.

- REF: (1) Article VIII, Length and Continuity of Service.  
(2) Sick Leave Policy, Administrative and Supervisory Personnel (Admin. Rule No. 30)

## **ARTICLE XVI - HOLIDAYS**

### Section XVI-1.

A. All regular, full-time employees not covered by a labor agreement shall receive their regular compensation for the following legal holidays or parts thereof:

| <u>Day</u>                                | <u>Month</u> | <u>Holiday</u>         |
|-------------------------------------------|--------------|------------------------|
| 1st                                       | January      | New Year's Day         |
| 3rd Monday                                | January      | Martin Luther King Day |
| 3rd Monday                                | February     | President's            |
| Day Friday (immediately preceding Easter) |              | Good Friday            |
| Last Monday                               | May          | Memorial Day           |
| 19th                                      | June         | Juneteenth             |
| 4th                                       | July         | Independence Day       |
| 1st Monday                                | September    | Labor Day              |
| 11th                                      | November     | Veteran's Day          |
| 4th Thursday                              | November     | Thanksgiving Day       |
| Friday (immediately after Thanksgiving)   | November     |                        |
| 24th                                      | December     | Christmas Eve Day      |
| 25th                                      | December     | Christmas Day          |

If a holiday falls on an employee's regularly scheduled day off, the employee shall celebrate such holiday on their closest regularly scheduled working day. If a salaried employee other than a Department Head or Assistant Department Head is required to work on such holiday, such work shall be treated as overtime work, to be compensated for at two (2) times regular rate of pay in addition to holiday pay.

In addition to the above, any day may be designated as a holiday by proclamation of the Mayor, upon the approval of the City Council.

B. An employee shall forfeit their right to payment for any such holiday if they has an unexcused absence on their last regularly scheduled work day preceding such holiday or on their first regularly scheduled work day following such holiday.



- C. **Part-Time Employees and Paid Holidays** – Part-time employees are defined as those working in regularly budgeted positions which work year-round and work on average of 29 hours per week are not eligible for paid City holidays. Department heads may adjust the part-time employee's work hours/days during holiday weeks, at their discretion based upon operational needs, but such adjustment is not mandatory and such adjustment may not exceed the budgeted hours for the position. Seasonal and temporary workers are not eligible for paid City holidays.

## **ARTICLE XVII - INSURANCE**

**Section XVII-1. Health Insurance Benefits.** The City may in its sole discretion choose to offer a single health insurance plan or a variety of health insurance plans to eligible full-time employees. The plan year runs from July 1 to June 30. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree. The City retains the right to change active employee/retiree insurance providers and active employee/retiree health insurance plan design for all non-union active employees and non-union retirees, regardless of dates of retirement or employment. Substantive changes in the City's health insurance plans (i.e., dependent coverage, elimination/addition of a benefit, etc.) shall be submitted by City administration to City Council for review and adoption. This applies to all non-union active employees and non-union employees retiring from any City sponsored pension systems.

**Section XVII-2. Health Insurance Credits.** Effective July 1, 2016, non-union full-time officers or employees in the City Service, not covered by a labor agreement, except temporary, seasonal and part-time employees, shall be provided an amount not to exceed seven hundred (\$750) dollars in any given fiscal year, for the employee, their spouse and dependent children for dental and/or vision insurance expenses. In addition, the above-mentioned employees will receive the following insurance credits not to exceed their eligible coverage levels: Single - \$1,500; Two Person - \$1,850 and Family - \$2,200 in any given fiscal year, for the employee, their spouse and dependent children under age 26 for health insurance expenses. In the event the employee selects to opt-out of any combination of health, dental and/or vision coverage, the employee will receive the opt-out balance, prorated and paid on a bi-weekly basis. There shall be no carryover of unused benefits from any fiscal year to another. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible).

**Section XVII-3. Life Insurance.** Administrative and Supervisory Employees in the City Service, not covered by a labor agreement, except temporary, part-time and seasonal employees and the Director of Police and Fire Services, Deputy Police Chief, and Deputy Fire Chief (Ref: Article XVI, Section XVI-6), shall be provided a term life insurance equal to one times their annual earnings, but in no case shall it be less than \$30,000.00 or more than \$125,000, and rounded to the next highest multiple of \$1,000 and at no cost to the employee. There is an additional provision for payment of double face value for accidental death benefits and benefits for dismemberment. Furthermore, all employees with at will employment agreement which guarantee a higher dollar value paid for by the City shall be allowed to maintain such coverage at their own cost.

**Section XVII-4. Medical, Surgical, Hospitalization and Prescription Drug Insurance.** Medical, surgical and hospitalization and prescription drug insurance shall be provided to all non-union employees, including the Director of Police and Fire Services, Deputy Police Chief and Deputy Fire Chief in accordance with this Personnel Policy and shall not be tied to any collective bargaining agreement.

- A. **Current Officers and Employees.** It is the current intent of the City to provide for current full-time regular employees or full-time officers in the City service, who are not covered by a labor agreement, a medical, surgical, prescription drug and hospitalization insurance plan of the City's

choosing. Such health insurance plans may be modified, changed or discontinued altogether at the City's discretion. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non- union employee or non-union retiree (if eligible). Such benefits are not provided to temporary, part-time and seasonal employees. Non-union employees eligible for such health insurance plans are required to pay no less than twenty (20%) percent of premium share for such coverage. However, the following exceptions apply:

1. Wellness Incentive Program. All employees shall be enrolled in an outcome-based wellness program designed to improve the overall health of our employees while also reducing health insurance costs. Employees seeking eligibility for the gym membership will only be reimbursed up to \$60/month after demonstrating via a facility usage report no less than fifty-two (52) visits every six (6) months during the fiscal year or prorated for the duration of their 6-month period.
2. In the event of non-duty disability leave of absence of an employee with resulting incapacity to work, the Employer will continue to pay its portion of premiums (with the employee paying at least twenty (20%) percent) of said insurance and on the insurance provided for in Article XVII, Section XVII-3, above, hereof only for the period of time equal to such employee's accrued sick leave or for a period of six (6) months during disability, whichever is the greater.

Spouse Healthcare Eligibility – For all benefit eligible employees, if a member's spouse who is a full-time employee with another employer and who is eligible for medical coverage under their own employer's plan but elects not to enroll in that plan even if they have to pay for coverage, is NOT eligible for coverage under the City of Jackson's plan, except as provided as follows. A member's spouse may be put on the City of Jackson's plan as secondary once a copy of the primary insurance cards are received by the City of Jackson. If the premium share of the spouse's costs for their own employer's health insurance plan is more than \$1800 annually for single coverage or more than \$2400 annually for two person or family coverage, effective July 1, 2022, the spouse is not required to enroll in their employer's plan and shall be covered under the City of Jackson's plan. The spouse may be covered by the City of Jackson's plan upon becoming ineligible to be covered by the other source.

- B. Duty Disability Retirees. Duty disability retirees are defined as those who are totally physically disabled to work, or who subsequently become totally physically disabled to work as a result of an illness or injury sustained in the course of their duties while employed by the City of Jackson and are eligible for immediate pension benefits pursuant to a City of Jackson Retirement Plan. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible). Non-Union Employees hired on or after December 11, 2012, shall participate in the Retiree Health Savings Account and shall not be eligible for traditional retiree health insurance plans. Non-Union employees hired before December 11, 2012, in a City sponsored the pension plan who retire on or after February 1, 2013, as a duty-disability retiree, may be eligible for retiree health insurance. Such insurance may also cover the spouse to whom the retiree is married to at the time of retirement if such spouse meets the City's spouse health insurance eligibility requirements and the insurance will cover the dependent children under twenty (26) years of age. The duty-disability retiree who retires on or after February 1, 2013, must pay a portion of the retiree health insurance premium as follows: Duty- disability retirees must have at least fifteen (15) years of service to be eligible for retiree health insurance and the retiree must pay the percentage of the premium share for retiree health insurance as is codified in Tables A in the Non-Duty Disability and Service Retiree sub-section in this Article. An employee who retires on a duty disability pension on or after July 1, 1979, and subsequently ceases to be covered by the City's insurance because of their employment or their 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 who is receiving retiree health insurance should expire, the retiree's surviving eligible spouse and/or dependent children may continue coverage while they remain eligible and while they continue to receive pension benefits. The cost of such continuation will be the responsibility of the survivor(s) and will be paid from the pension benefit on a payroll deduction basis and only applicable until the surviving spouse and/or dependent children have other health care benefits for which they are eligible. The applicable retiree and City premium share contributions shall continue in such cases where said survivors are eligible per policy.

C. Non-Duty Disability and Service Retirees.

1. General: Non-Union Employees hired on or after December 11, 2012, shall participate in Healthcare Savings Plan (HCSP) and shall not be eligible for traditional retiree health insurance plans. The City will provide access to retiree health insurance for non-union employees hired before December 11, 2012, defined in Article XVII, Section XVII- 4.A., above, and who are members of a City sponsored pension plan, when they become non- duty disability and retirees according to the following table [including their spouses at the time of retirement (assuming their spouse meets the City's eligibility requirements and their dependent children under twenty-six (26) years of age], and as otherwise provided in this section. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible). The non- duty, duty-disability retiree or service retiree eligibility and retiree health insurance premium share contributions are as follows:

A. Non-Union Employees in a City sponsored pension plan hired before December 11, 2012

TABLE A

| <u>Non-Union Full-Time City Retiree Eligibility for Retiree Health Insurance</u>                                                                  | <u>Retiree Premium Share</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
|                                                                                                                                                   |                              |
| 35 years of service and any age                                                                                                                   | 20%                          |
| 27 years of service and 58 years of age                                                                                                           | 25%                          |
| 10 years of service and 65 years of age                                                                                                           | 30%                          |
| Duty disability retiree, must have at least 15 yrs. of full-time City service to be eligible for retiree health insurance                         | 30%                          |
| Non-duty disability retiree must have at least 20 yrs. of full-time City service and 60 years of age to be eligible for retiree health insurance. | 50%                          |

Footnote:

- ❖ Any employee with no less than 30 years of full time City service (non- reciprocal) as of April 1, 2016, who as of that date does not receive City health insurance may retire any point thereafter with the ability to receive City sponsored retiree health care upon losing coverage from a spouse. If said employee enters the City's health

insurance plan between age 55 and 58 the premium share contribution would be 35%, if between age 59 and 61 the premium share would be 30% and after the age of 62 it would be 20%.

- ❖ Full time Local Government Service shall mean full time work performed or pension service held for a city, village, township, county, or a subdivision thereof. (Jackson Housing Commission Employees are not eligible for City Healthcare Benefits)

B. Non-Union Employees in a City sponsored pension plan hired before December 11, 2012, shall be subject to the following terms of eligibility for retiree health insurance in accordance with Table D below:

**TABLE B**

| Non-Union Full-Time City Retiree Eligibility for Retiree Health Insurance                                                                                                                                                                                                                                                                                 | Retiree Premium Share                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Prescription drug coverage limited to only three (3) years from retirement or until Medicare eligible, (whichever is less).                                                                                                                                                                                                                               | Retiree must pay the same premium share percentage for prescription drug coverage as they pay for retiree health insurance coverage.<br><br>When such retired employee reaches an age or otherwise becomes eligible for Medicare coverage, the City shall pay a maximum of \$325 per month for the retiree or \$450 for the retiree and spouse to purchase Medicare supplemental and prescription drug coverage. The retiree (and spouse at such time as they reach age 65) shall be removed from the City's insurance plan upon reaching age 65. |
| New Non-Union Employees Hired On or After December 11, 2012 - Eligible for Healthcare Savings Plan (HCSP) Only. No retiree health insurance shall be offered. City contributes \$1,750/yr., with \$100 inflationary adjustment every five (5) years. Employee contributes \$750/yr., with \$50 inflationary adjustment every five (5) years.              | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Non-Union Supervisory Contractual Employees hired on or after December 11, 2012 – Eligible for Healthcare Savings Plan Only. No retiree health insurance shall be offered. City contributes \$3,000/yr., with \$100 inflationary adjustment every five (5) years. Employee contributes \$350/yr., with \$50 inflationary adjustment every five (5) years. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|                                                                                                                                                                                                                                                                         |                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Medicare Eligibility – City to pay maximum of \$325 per month for retiree or \$450 for retiree and spouse to purchase Medicare supplemental and prescription drug coverage. Upon reaching Medicare age shall be removed from City's insurance plan at that time.</p> | <p>Retiree responsible for securing their own Medicare supplemental and prescription drug coverage with the City providing partial stipend as noted.</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|



Non-Union ACT 345 managers (including the classifications of Director of Police and Fire Services, Assistant Director of Police and Fire Services – Fire Division, and Assistant Director of Police and Fire Services – Police Division) shall remain in the ACT 345 pension system and may be eligible for retiree health insurance. Active employees hired before July 1, 2012, and working in or promoted into a non-union ACT 345 manager classification will be eligible for retiree healthcare and the retiree premium share shall be in accordance with the table below. Such insurance may also cover the spouse to whom the retiree is married at the time of retirement if such spouse meets the City's spouse health insurance eligibility requirements, and the insurance will cover the dependent children under twenty (26) years of age.

| Years of Service | Retiree Healthcare Premium Share |
|------------------|----------------------------------|
| 25-29            | 30%                              |
| 30               | 20%                              |

Non-Union Retirements On or Before December 2012 – Non-union employees in a City sponsored pension plan who retire ON OR BEFORE December 11, 2012, or who retire between December 11, 2012 and January 31, 2013, shall pay 10% of the retiree health insurance/prescription drug/Medicare supplement premium share effective July 1, 2013; shall pay 15% of the retiree health insurance/prescription drug/Medicare supplement premium share effective 7/1/2014; and shall pay 20% of the retiree health insurance/prescription drug/Medicare supplement premium share effective July 1, 2015. Such retirees who are paying 20% or more for retiree premium share will continue to pay at that premium share level. Such retirees will also have their Medicare stipend paid by the City amended to \$325 per month for retirees or \$450 for the retiree and spouse effective February 1, 2013. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash- in-lieu of health benefits for any non-union employee or non-union retiree (if eligible).

Deferred Retirement — Employees who terminate service before they are eligible to receive a City of Jackson service retirement pension, for a reason other than disability, (i.e., “deferred retirees”) are not eligible to participate in any health insurance plan provided by the City to its retirees until the date in which they can draw retirement benefits. To be eligible for health insurance benefits as a service retiree, non-duty disability retiree or duty- disability retiree, the employee must acquire the minimum years of service credit as stipulated in the relevant sections of this policy, excluding service credit earned pursuant to the application of the Reciprocal Retirement Act (MCL 38.1101, et seq.) and excluding service time purchased pursuant to the Employee Retirement System ordinance (Jackson City Code, 2-501, et seq.).

The applicable insurance coverage and the City's liability to pay its portion of the premium shall cease if the retired employee accepts employment with another employer who provides health insurance coverage or if the retired employee's spouse is/was employed and the spouse's employer provides health insurance coverage. An eligible retiree may reenter the City-provided insurance program if they discontinues City-provided insurance because they was eligible for insurance coverage through their employment or their spouse's employment, and such other insurance coverage is

subsequently terminated.

If a retiree who is receiving retiree health insurance should expire, the retiree's surviving eligible spouse and/or dependent children may continue coverage while they remain eligible and while they continue to receive pension benefits. The cost of such continuation will be the responsibility of the survivor(s) and will be paid from the pension benefit on a payroll deduction basis. The applicable retiree and City premium share contributions shall continue in such cases.

4. NON-UNION RETIREE OPT-OUTS (Cash-in-lieu) OF RETIREE HEALTH INSURANCE - Effective February 6, 2013, all non-union employees eligible for retiree health insurance, regardless of date of retirement, who are pre-age 65, who must opt-out if they have other comparable coverage available to them, will receive the following opt-out payment: Single opt-out is \$2,500 per year; Two- person opt-out is \$2,850 per year, or Family Opt-out is \$3,200 per year. The annual opt-outs are prorated and paid on a per month basis. This applies to non-union employees retiring from the City under any City sponsored pension systems. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible).

Section XVII-5. Long Term Disability. The City agrees to furnish and pay for the cost of a Long-Term Disability Policy for all employees effective July 1, 1997, or as soon thereafter as processing will allow. The benefit level shall be sixty percent (60%) of each employee's salary, with a benefit duration to age 65, and shall include a ninety (90) day elimination period. Such policy shall be "guaranteed issue," subject to the 3/12 preexisting condition clause, with the exact terms and conditions of the policy subject to availability within the market place.

Section XVII-6. Director of Police and Fire Services, Assistant Director of Police and Fire Services – Fire Division, and Assistant Director of Police and Fire Services – Police Division. Wages, benefits, and terms and conditions of employment for the positions of Director of Police and Fire Services, Assistant Director of Police and Fire Services – Fire Division, and Assistant Director of Police and Fire Services – Police Division shall be in accordance with this Personnel Policy and shall not be tied to any collective bargaining agreement. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in- lieu of health benefits for any non-union employee or non- union retiree (if eligible).

## **ARTICLE XVIII – WORKERS' COMPENSATION ADMINISTRATIVE PROCEDURES**

All workers' compensation claims as submitted by City employees shall be processed under the guidelines of the Michigan Workers' Compensation Act.

Section XVIII-1 - Reporting of Incidents. When an employee is injured, the employee's supervisor or department representative shall contact the Personnel and Labor Relations Department via telephone. The Human Resources Department will contact the medical clinic to give authorization for treatment and let them know that the injured employee will be coming in. If an employee is injured after hours when the clinic is not open, the employee may be taken to the hospital for treatment. The department will then notify the Human Resources Department of the injury via telephone on the first working day following the incident.

Section XVIII-2 - Life-Threatening Injuries. When an employee is involved in a serious or life- threatening injury, they will be transported immediately to the hospital. The employee's department will notify Human Resources as soon as possible following the incident.

Section XVIII-3 - Written Employee Incident/Injury Report. A written "Incident/Injury Report" shall be completed by the employee's department and forwarded to the Human Resources Department within five (5) working days of the incident. This report is needed in order to assure a timely filing of the workers' compensation claim with the insurance company.

Section XVIII-4 – Employee's Time off Due to Injury/Illness. The employee and/or department shall keep the Human Resources Department up to date on the following: Time off work due to workers' compensation injury/illness; return to work date; and days worked on light duty.

Section XVIII-5 - Prescriptions for Work-Related Injuries. Not all pharmacies will accept workers' compensation claims. Employees should contact the Human Resources Department for a referral to an appropriate pharmacy.

Section XVIII-6 -Medical Reports/Bills - The original of all medical reports and bills for services shall be forwarded to the Human Resources Department which will in turn forward same to the workers' compensation insurance carrier. Employees are responsible for informing any medical provider that an incident is work related. Work related incidents shall not be charged to an employee's health care insurance (i.e., BC/BS or HMO).

REF: ARTICLE XV, Section XV-4 - Disability Leave.

## **ARTICLE XIX - PERSONALLY OWNED AUTOMOBILE**

Section XIX-1. Automobile Allowance. An officer or employee of the City who is required and specifically authorized by the City Manager to use their personally owned automobile in the conduct of City business shall be paid, therefore, in accordance with Administrative Regulations as established by the City Manager. The City Manager may, at their discretion, increase the mileage allowance to equal, but not exceed, any mileage allowance determined by the Internal Revenue Service as an appropriate amount for tax purposes.

## **ARTICLE XX – HARASSMENT**

Section XX–1. Policy Against Harassment. All City employees and potential employees are entitled to be treated with dignity and respect in the workplace. More specifically, City employees and potential employees are entitled to work in an environment that is free of intimidation, humiliation, insult and offensive acts or speech based on race, color, national origin, religion, age, gender, disability, pregnancy, height, weight, sexual orientation, marital and other legally protected status.

Every City employee is responsible to avoid personal conduct that violates this policy, to participate in periodic training regarding prohibited harassment and discrimination, and to act to eliminate all forms of prohibited harassment and discrimination in the course of employment. In most circumstances, a City employee who believes they are being harassed in violation of this policy will be expected to advise the harasser that their conduct is offensive and/or ask that the conduct be stopped.

Every supervisor is responsible to be vigilant in identifying conduct that may reasonably be identified as prohibited harassment or discrimination within their area of responsibility, to coach subordinates to avoid behaviors that may reasonably be perceived as harassment or discrimination, to investigate alleged harassment or discrimination within their area of responsibility, and to take appropriate corrective action when improper harassment or discrimination has taken place.

The City administration will schedule periodic training for all employees regarding respectful workplace expectations and illegal discrimination and harassment. Allegations of illegal discrimination and harassment by and toward City employees will be investigated in a fair, impartial and expeditious manner. Supervisors and department heads who are investigating allegations of prohibited harassment or discrimination will be provided support by the Director of Human Resources and/or the City Manager/designee. In those instances, in which a violation is substantiated, immediate action will be taken to remedy the situation and prevent its recurrence. Additionally, the City administration will act to prevent retaliation toward any individual who files a complaint of, or participates in an investigation related to, discrimination or harassment as defined in this policy.

Employees who violate this policy will be subject to discipline, up to and including discharge.

### Section XX–2. Definitions.

Discriminate: to base employment decisions related to opportunities, benefits, privileges, working conditions, or evaluation standards in whole or in part on the person's race, creed, color, sex, age (40 and older), religion, national origin, citizenship, ancestry, pregnancy, sexual orientation, gender identity, gender expression, family medical history and genetic information, physical and mental disability, military & veteran status, arrest record, marital status, height, or weight as required by applicable law. Prohibited discrimination does not include some employment actions based on a protected status, such as: efforts to recruit a diverse pool of qualified applicants, accommodations made for temporary or permanent disabilities, job assignment restrictions for minors, or preferences in some positions for multi-lingual candidates.

Harass: verbal or physical conduct designed to threaten, intimidate or coerce based on a protected status.

Harassment includes verbal taunting which impairs an employee's ability to perform their job. Examples of inappropriate verbal conduct include racial or ethnic slurs, verbal abuse or kidding of a sexual nature, including comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes," or any other tasteless, sexual comment, innuendo or action. Examples of inappropriate non-verbal and physical conduct include distribution (including by e-mail), display or discussion of any written or graphic material that ridicules, denigrates, insults or otherwise shows hostility or aversion toward an individual or group because of a protected status. Inappropriate physical conduct could include pushing, blocking or otherwise physically intimidating an employee based upon a legally protected status.

**Hostile Work Environment:** Conduct may produce a hostile work environment if the conduct has the purpose or effect of unreasonably interfering with an employee's work performance (e.g., reduces personal productivity or time available to work at assigned tasks) or creating an intimidating or offensive work environment.

**Sexual Harassment:** includes unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or (3) the conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive work environment (i.e., "hostile work environment"). Examples of unwelcome sexual advances include patting, pinching, pushing against, hugging, cornering, kissing, fondling, or any other similar physical contact. Examples of requests for sexual favors include subtle or blatant expectations, pressures or requests of a sexual nature.

### Section XX-3. Complaint Process.

#### A. Reporting an Incident –Victim

When an employee believes they are the victim of prohibited harassment or discrimination, the employee is strongly encouraged to tell the offending party/parties that the conduct is offensive and unwelcome. In some situations, the employee will achieve their desired result based on this action alone. The affected employee is also strongly encouraged to document all incidents of harassment or discrimination as soon as practical after they occur, including identifying other possible witnesses, in order to facilitate investigation of the employee's complaint. It is helpful if the employee drafts a written complaint before speaking with a supervisor or administrator; otherwise, the employee will be required to sign a written complaint shortly after orally reporting the allegations.

The complaint may be filed with any of the following:

1. Employee's immediate supervisor
2. Another supervisor in the employee's "chain of command"
3. Employee's department head
4. Director of Human Resources
5. City Manager or Assistant City Manager/Operations
6. Michigan Department of Civil Rights
7. U.S. Equal Opportunity Commission

#### B. Reporting an Incident –Observer

When an employee observes prohibited harassment or discrimination toward another City employee, the witnessing employee is strongly encouraged to document all related information as soon as practical, including the identities of the victim(s) and other possible witnesses, in order to facilitate investigation of the complaint. The observer should then relay all relevant information to any of the following:

1. Employee's immediate supervisor
2. Another supervisor in the employee's "chain of command"



3. Employee's department head
4. Director of Human Resources
5. City Manager or Assistant City Manager/Operations

NOTE: Supervisors and department heads are encouraged to consult with the Director of Human Resources or the Assistant City Manager/Operations for assistance in conducting a fair and comprehensive investigation.

C. Investigation

The investigator will assist the complainant to provide a written complaint, if one has not been provided. The investigator will speak with the injured persons, identified witnesses, and the alleged wrongdoer. If available, documentary evidence will be reviewed and preserved (such as emails, video or audio tapes, cell phone records, etc.). If appropriate, the investigator will observe the area in which the alleged misconduct occurred. The investigator will summarize the findings and share them with the appropriate administrator for final action.

D. Confidentiality

Employees may request confidentiality when making an inquiry about potentially filing a complaint (so long as specific details about the alleged misconduct are not provided), when asking general questions about this policy, or related nonspecific matters, and those requests will be honored to the fullest extent possible. Employees may also confidentially seek advice on handling uncomfortable work situations or relationships through the Employee Assistance Program.

Confidentiality and anonymity cannot be guaranteed if the complainant provides specific details about alleged misconduct or wants the administration to take some corrective or disciplinary action. The employer will attempt to ensure individuals who are part of the investigation and decision-making processes exercise appropriate discretion within the context of the employer's legal obligation to act upon the charge of prohibited discrimination or harassment. While meeting that obligation, the employer will take into consideration the nature of the information provided, the privacy of the individuals involved, and the wishes of the complainant.

E. Retaliation

Retaliation against any employee for filing a harassment or discrimination complaint is prohibited. Retaliation against any employee or other person assisting, testifying or participating in the investigation of a harassment or discrimination complaint is prohibited. Employees who have engaged in retaliation prohibited by this policy will be subject to discipline, up to and including discharge.

## **ARTICLE XXI – PENSION IMPROVEMENTS**

Section XXI-1. Retirement Plan Eligibility. Unless noted to the contrary within this policy and/or in an employment agreement, all employees eligible for membership in the City of Jackson Employees Retirement System (ERS) or other comparable City sponsored plans shall come under the terms of said Retirement System and the following table:

The age and service conditions for voluntary retirement are as follows:(1)[Non-union benefit group general.] The table below applies to non-union benefit group general but does not include those members of non-union benefit group general who have elected deferred retirement prior to the effective date of this section.

|                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------|
| 10 years of service and 65 years of age                                                                                                 |
| 27 years of service and 58 years of age                                                                                                 |
| 35 years of service and any age                                                                                                         |
| *Because of the Reciprocal Retirement Act of 1961, years of service shall include employment by any city, village, township, or county. |

Those employees who separate city service with less than a full-service retirement and defer their retirement benefits may do so until their retirement age requirement.

| Hire Date                                            | Minimum years of age in order to draw a deferred retirement benefit |
|------------------------------------------------------|---------------------------------------------------------------------|
| Hired prior to December 31, 2011                     | 56                                                                  |
| Hired between January 1, 2012, and December 31, 2017 | 60                                                                  |
| Hired between January 1, 2018, and December 31, 2023 | 64                                                                  |
| After January 1, 2024                                | 68                                                                  |

Section XXI-2. Full-time non-union employees hired before July 1, 2012, shall participate in the City's Employees Retirement System (ERS), a defined benefit pension plan, with a 2.0% pension multiplier unless they have an at will employment agreement that states otherwise. The deduction for pension purposes shall be a city contribution rate of 12.04% and a rate of 7.5% as of July 1, 2024.

Full-time non-union non-contract employees hired on or after July 1, 2012, shall participate in the ERS defined benefit (DB) plan with a 1.25% pension multiplier and shall also participate in the City's Municipal Employees Retirement System (MERS) defined contribution (DC) pension plan, thus participating in a hybrid pension plan. The City shall contribute 4% on behalf of the non-union employee with the employee contributing a minimum of 4% up to 20% to the DC pension plan. Full-time at will contractual employees who are appointed by the City Manager and who are offered a pension plan, shall be offered hybrid pension plan consistent with this section of

the Personnel Policy unless their employment agreement states otherwise. The deduction for pension purposes shall be a city contribution rate of 12.04% and a non-union employees' contribution for the DB portion of the hybrid plan shall be 5.50% as of July 1, 2024.

The above deduction levels in this section may change as per the yearly valuation of the Actuary but that amount is subject to final City Council approval.

Employees covered by a collective bargaining agreement shall be governed by terms of the applicable collective bargaining agreement for pension purposes.

Section XXI-3. Effective July 14, 2015 , the calculation of the Final Average Compensation (FAC) shall be as follows:

Hired before December 31, 1996: The average of the employee's last three (3) consecutive years of credited service.

Hired on or after January 1, 1997, and before June 30, 2012: The average of the employee's last four (4) consecutive years of credited service.

Hired on or after July 1, 2012, and before December 31, 2016: The average of the employee's last six (6) consecutive years of credited service.

Any employee hired on or after January 1, 2017: the average of the employees last eight (8) consecutive years of service.

Any employee hired on or after January 1, 2018: the average of the employees last nine (9) consecutive years of service.

Any accrued sick time, vacation time, and overtime shall not be counted towards the final average compensation.

Section XXI-4 Pension Cap. The maximum annual pension amount for all employees governed by the Personnel Policy shall be:

| General Employee Retirement Plan Employees<br>(Hired before June 30, 2012) |                                     | Hybrid Pension Plan Employees (Hired on or after<br>July 1, 2012) |                                     |
|----------------------------------------------------------------------------|-------------------------------------|-------------------------------------------------------------------|-------------------------------------|
| Years of Service                                                           | Pension Cap as<br>percentage of FAC | Years of Service                                                  | Pension Cap as<br>percentage of FAC |
| Over 10 and less than<br>20                                                | 35%                                 | Over 10 and less than<br>20                                       | 24%                                 |
| Over 20 and less than<br>25                                                | 47%                                 | Over 20 and less than<br>25                                       | 28%                                 |
| Over 25 and less than<br>30                                                | 54%                                 | Over 25 and less than<br>30                                       | 32%                                 |
| Over 30 and less than<br>32                                                | 62%                                 | Over 30 and less than<br>35                                       | 41%                                 |
| Over 32 and less than<br>35                                                | 68%                                 | 35 and less than 40                                               | 45%                                 |

|                          |     |                     |     |
|--------------------------|-----|---------------------|-----|
| Over 35 and less than 36 | 70% | 40 and less than 45 | 47% |
| Over 36 and less than 38 | 71% |                     |     |
| Over 38                  | 73% |                     |     |

## **ARTICLE XXII – INFORMATION TECHNOLOGY POLICIES**

Section XXII-1. Software Licenses. All users of City-owned information technology equipment will abide by licensing agreements that the City has entered into with software manufacturers. No software will be installed on a City computer without written permission of the designated Manager in the MIS Department.

Section XXII-2. Software Standardization. Software standards will be established by the MIS Department to maximize the compatibility of data exchange between City computers and to ensure cost effective interdepartmental communications and other exchanges.

Section XXII-3. E-Mail Use. The City of Jackson e-mail system was established for City of Jackson business, and there is no right to privacy for users of the City's e-mail system, except as a particular message may be exempt from disclosure pursuant to the Freedom of Information Act. The City Manager will establish and enforce standards for users of the City's e-mail system. If an official, employee or volunteer uses the e-mail system for personal matters, the use must be *de minimas* and meet the same standards established for professional use.

Section XXII-4. Internet Use. The City of Jackson internet system was established to support performance of City business, and there is no right to privacy for users of the City's internet system. The City Manager will establish and enforce standards for users of the City's internet system. If an official, employee or volunteer uses the internet system for personal matters, the use must be *de minimas* and meet the same standards established for professional use.

Section XXII-5. Misuse of Information Technology. The use of City-owned information technology is a privilege that may be revoked. Misuse and/or abuse of City-owned technology may result in disciplinary action and/or referral to law enforcement authorities for legal intervention.



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## **APPENDIX B – DEFINITION OF TERMS/WORD USAGE**

- Anniversary Date – The annual anniversary date of continuing employment with the City as a regular full-time employee.
- City Sponsored Pension Plan/System – Shall include the defined benefit plan, defined contribution plan, the hybrid system, or any other pension system offered to a full time City employee.
- Classification Plan - A listing of the positions in the City government group by job classifications.
- Common Labor Group – Any non-department and/or division head position.
- Compensation - Monetary exchange for services rendered to the City by an employee and including longevity pay (if applicable).
- Compensatory Time - Time off the job in lieu of overtime for exempt employees for time worked beyond forty (40) hours per week.
- Demotion - A change in employment status from a position in one job classification to a position in another job classification having a lower maximum salary limit than the original job classification.
- Department Head - Those employees of the City in charge of an established City department.
- Discipline - Corrective action taken by supervisory personnel to change or control the behavior of subordinate employees.
- Dismissal - Permanent separation from City service for inefficiency, misconduct, repeated infractions of the rules or other just cause.
- Employee - Those persons in the employ of the City of Jackson who are covered by these rules in whole or in part.
- Employee Organization - Any formally recognized employee group engaged in collective bargaining with the City which results in a written contract.
- Exempt Employees - As defined by the Fair Labor Standards Act.
- Full time Local Government Service – Full time work performed for, or pension service achieved for a city, village, township, county, or a subdivision thereof.
- Grievance – Any at will non-union employee complaint including, but not limited to an allegation that a provision of this Personnel Policy has been violated.

- Disabled Person - Anyone who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.
- Immediate Family – Unless otherwise specified, it shall include parents, spouse, children, brothers, sisters, grandparents, grandchildren and immediate in-laws.
- Job Classification - A group of positions sufficiently alike in duties, authority, and responsibility to justify the same title, qualifications, and payscale.
- Layoff - The temporary or permanent separation of an employee as the result of the abolishment of the position or the reduction of work.
- Narcotics - Substances defined as narcotic by state and/or federal regulations and not prescribed by a qualified physician.
- Non-Exempt Employees - As defined by the Fair Labor Standards Act.
- Non-Union Employees - Employees who are not represented by an Employee Organization.
- Overtime - Time worked beyond eight (8) hours per day or forty (40) hours per week for hourly employees and for which they can expect time-and-one-half their hourly rate of pay.
- Overtime Exempt - Employees who are not granted overtime pay for hours worked in excess of forty (40) hours per week.
- Part-Time Employee – Employees who regularly work not less than twenty (20) but no more than 29 hours per week.
- Performance Appraisal - A report form filled out by the immediate supervisor of an employee rating the employee's quantity and quality of work and work attitudes.
- Position - A group of duties and responsibilities assigned or delegated by the City Manager requiring a full-time or part-time employee.
- Probation - A working test of the abilities of an employee to carry out the responsibilities of a position.
- Probationary Employee - An employee who has not yet completed the required probationary period.
- Qualified Person with a Disability - A person who, with reasonable accommodation, can perform the essential function of the job in question.

- Regular Full-Time Employee - An employee who is scheduled to work the standard work week of a department, holds title to a Full-Time position, and whose employment is expected to continue in duration.
- Seasonal Employee - An employee appointed for a limited period of time - especially one hired for a specific season of the year.
- Supervisor - An individual with the authority to assign, direct and review the work of subordinates.
- Suspension - Temporary separation from City service with or without pay for disciplinary reasons.
- Temporary Employee - One who is appointed for a twelve (12) month or less period and not holding title to a position.
- Vacancy - A position duly created by the City Council, established in the budget, and not currently occupied by an incumbent.
- Verbal Reprimand - A verbal rebuke given to an employee by a supervisor for infractions of the rules.
- Workers' Compensation - Compensation for a disability or death as a result of personal injury suffered in the course and scope of employment; or disability or death due to an occupational disease contracted in the course and scope of employment.
- Written Reprimand - A written statement prepared by an employee's supervisor stating an infraction of the rules by the employee and providing pertinent information about the infraction.

## **WORD USAGE**

- The words "shall" or "will" are to be construed as mandatory and the word "may" as permissive.
- The masculine gender shall be construed to include the feminine gender.



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# CITY OF JACKSON, MICHIGAN

## PERSONNEL POLICY



**City Manager's Office**  
**Human Resources Division**

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Latest Revisions: 06/1/2025

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## **INTRODUCTION**

The Personnel Policy contained in the pages of this document in no manner should be construed as a contract or promise to any employee or prospective employee that the procedures, classifications, class grades, or benefits contained will remain in effect or continue in existence. This document is merely an outline of the procedures, classifications, class grades, and benefits which existed at the time of the enactment by the City Council. The procedures, classifications, class grades, and benefits contained herein may be altered, decreased, changed, or eliminated at any time by action of the City Council, and the interpretation of the procedures and this entire document shall be in the sole discretion of the City Council.

It must be specifically understood by each and every employee or prospective employee that this document does not constitute a contract of employment between the City of Jackson and any employee or prospective employee or a continuing promise of the continuation of any provisions contained herein. Specifically, no employee or prospective employee should rely upon this document or any of the provisions contained herein as a condition of continuing employment or as a condition of accepting employment.

Equal Employment Opportunity Statement -The City of Jackson will provide equal employment opportunities to qualified persons without regard to race, creed, color, sex, age (40 and older), religion, national origin, citizenship, ancestry, pregnancy, sexual orientation, gender identity, gender expression, family medical history and genetic information, physical and mental disability, military & veteran status, arrest record, marital status, height, or weight as required by applicable law.

At-Will Employees - None of the language contained within this Personnel Policy shall be deemed to vest any employee with any "just cause" rights that prevent their dismissal without cause. It is the policy of the City that all employees of the City are "at will" employees, and, subject to the terms and conditions of applicable labor agreements, the City retains the right to discharge any employee without cause.

Performance Evaluations - The City Manager may establish a system of performance evaluations. If established, the system shall be incorporated into this policy.

Safety Committee - The City Manager may establish a Safety Committee. If injured, an employee shall file a claim in accordance with the Michigan Workers' Disability Compensation Act.

Residency Requirement – Non-union full-time City employees who maintained their residency status within the Jackson City Limits for the entire previous calendar year (12-month period) are eligible to receive a \$1,800.00 residency stipend in January of each year. (Note: This stipend will be prorated for partial-year residency on a monthly basis.)

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

All union employees are governed by the residency language in their respective labor agreements or past practice. Such past practice shall continue until a change is negotiated with the respective labor organization.

REF: Civil Service Rules and Regulations, Section 17, Residency Requirements.  
Michigan Public Act 212 of 1999

EFFECTIVE DATE:

- [Revision dated June 1, 2025](#)
- Revision dated July 1, 2024
- Revision dated May 1, 2022
- Revision dated August 14, 2018
- Revision dated November 15, 2017
- Revision dated January 10, 2017
- Revision dated May 10, 2016
- Revision dated December 15, 2015
- Revision dated November 17, 2015
- Revision dated July 14, 2015
- Revision dated April 27, 2015
- Revision dated December 19, 2014
- Revision dated October 1, 2014
- Revision dated July 1, 2008
- Revision dated July 1, 2006
- Revision dated July 1, 2005
- Revision dated July 1, 2004
- Revision dated September 1, 2003
- Revision dated April 1, 2003
- Revision dated July 1, 2002
- Revision dated March 1, 2002
- Revision dated July 1, 2000
- Revision dated September 21, 1998
- Revision dated August 15, 1997
- Revision dated January 21, 1997

## **SCOPE**

This Personnel Policy covers all employees of the City of Jackson and does not apply to affiliated organizations such as the Downtown Development Authority or Jackson Housing Commission. Those employees covered by labor agreements shall be governed by the provisions of said labor agreements. In the absence of specific provisions or where the labor agreement is silent, this policy shall apply. In the case of a conflict between this Policy and a labor agreement, the labor agreement language shall prevail over this Policy for employees covered by a labor agreement.

## **REFERENCES**

Administrative Regulations  
Americans with Disabilities Act of 1990 (Federal Mandate) Civil  
Service Rules and Regulations  
Drug Policy (Administrative Regulation No. 29) Fair Labor Standards Act (Federal Mandate) Family  
Medical Leave Act (1993) (Federal Mandate)  
General Retirement Plan  
Genetic Information Nondiscrimination Act of 2008  
Jackson City Code  
Michigan Public Act 212 of 1999 (Residency) Michigan Public Act 152 of 2011  
Michigan Public Act 54 of 2011  
The Patient Protection and Affordable Care Act of 2010 (Federal Mandate) Rules of Conduct Workers'  
Disability Compensation Act 317 of 1969 (State of Michigan)  
[Michigan Paid Leave Act \(MPMLA\)](#)[Michigan Earned Sick Time \(ESTA\)](#)

## **ARTICLE I - PROMULGATION OF PERSONNEL POLICY**

Section I-1. Purpose of the Personnel Policy. It is the purpose of the City of Jackson Personnel Policy to establish an equitable and consistent personnel administration system for the City and its employees in order to ensure that the most effective and efficient services are provided to the City of Jackson community. It is also the purpose of this Personnel Policy to clearly explain the duties, rules, and expectations of the City and its employees and to accurately describe the rights and benefits offered to City employees in order to attract and retain a proficient and skilled workforce. Furthermore, this policy shall govern all City/employee relationships of a non-union nature and all City/employee relationships for union personnel where the labor agreement is silent. The City reserves and retains the unilateral right to amend, modify, change, add to, or terminate any provisions in this policy at any time.

## **ARTICLE II - APPLICATION AND INTERPRETATION**

Section II-1. Allocation of Existing Positions. The positions in the Class Specifications are hereby allocated to appropriate classes in accordance with the schedules attached hereto.

Section II-2. Interpretation of Class Specifications.

- A. Purpose and Effect of Class Specifications: Each class specification outlines the main characteristics and qualification requirements of a position in the class and gives examples of special duties that employees holding such positions may properly be required to perform. The class specification is descriptive and explanatory, but not restrictive. The listing of particular examples of duties does not preclude the assignment of other tasks of related kind or character or of lesser skills. Likewise, the assignment of an employee to a class does not preclude the assignment of duties from another class to the employee or the assignment of the employee to another class.
- B. Application of Specifications to Positions: In determining the class to which a position should be allocated, the specification of each class shall be considered in relation to the specifications of other classes in the Personnel Policy.
- C. Statement of Qualifications: The statement of qualifications in a class specification is intended to be used as a guide in determining the eligibility of candidates for competitive examinations; as an aid in the preparation of such examinations; and, for use in determining the relative value of positions in a class in relation to positions in other classes.

Section II-3. Employer's Rights. The City, as an employer and on behalf of the electors of the City of Jackson, hereby retains and reserves unto itself all powers, authority, duties, and responsibilities conferred upon and vested in it by law and by the Constitution of the State of Michigan and of the United States, the Jackson City Charter and City Code, and any modifications made thereto.

Further, all rights which ordinarily vest in and are exercised by employers are reserved to and

remain vested in the City, including, but without limiting the generality of the foregoing the right to:

- A. Manage the affairs of the City efficiently and economically, including the determination of quantity and quality of services to be rendered;
- B. Introduce new equipment, methods, machinery or change and/or eliminate existing equipment and institute technological changes, decide on materials, supplies, services, equipment and tools to be purchased;
- C. Determine the size of the workforce and increase or decrease its size;
- D. Hire, assign, and permanently or temporarily lay off employees;
- E. Direct the workforce, assign work and determine classifications, and prescribe and assign job duties, content, and classification;
- F. Establish, change, combine, or discontinue job classifications and prescribe and assign job duties, content, and classification;
- G. Discipline and discharge employees;
- H. Adopt reasonable work rules; and
- I. Select employees for promotion or transfer and determine the qualifications and competency of employees to perform available work.

### **ARTICLE III - ADMINISTRATION AND MAINTENANCE**

Section III-1. Responsibilities of the Director of Human Resources. All references to the City- County Director of Human Resources are synonymous with the City's title of Director of Human Resources. The Director of Human Resources shall direct necessary reviews and preparation of reports recommending appropriate action to ensure that the Personnel Policy is kept current and to assure that any important changes in duties and responsibilities in any existing positions and of new positions are reflected in the Policy. The Director of Human Resources shall provide, subject to the approval of the City Manager, for the reallocation of any position from one class to another class, whenever a change in duties and responsibilities of such position makes the class to which the position was previously allocated no longer applicable. Any actual reallocation to be made shall be made with the knowledge of the employee concerned and their Department Head.

The Director of Human Resources shall be responsible for the work of administering and maintaining the Personnel Policy. This shall include but not be limited to, the processing of salary advancements, the determination of proper salary rates within existing Policy provisions, and the preparation of recommendations for revisions to the Policy on the basis of changes in prevailing rates of pay for comparable positions outside the City Service.

Section III-2. Changes Requiring Approval of the City Council. The approval of the City Council shall be required for all policy changes to this document, but not for amendments of an administrative nature. Such changes shall take the form of amendments to this Personnel Policy.

Section III-3. Changes Requiring Approval of the City Manager. The approval of the City Manager shall be required for all administrative changes to this document. The City Council will receive written notice of all administrative amendments to the Personnel Policy at least fifteen (15) days before they take effect.

Section III-4. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict with the provisions of this Policy are hereby repealed.

Section III-5. Savings Clause. If any section, sentence, clause, or phrase of this Policy shall be held for any reason to be inoperative or unconstitutional, void or invalid, the validity of the remaining portions of this Policy shall not be affected thereby, it being the intent of the City Council in adopting this Policy that no portion thereof or provision herein shall become inoperative or fail by reason of the unconstitutionality or invalidity of any other portion or provision and the City Council of the City of Jackson, Michigan, does hereby declare that it would have severally passed and adopted the provisions contained herein, separately and apart one from the other.

## **ARTICLE IV - PERSONNEL FILES**

Section IV-1. Personnel Files. A personnel file is maintained by the Human Resources Department on every employee of the City (except Parks and Recreation seasonal employees, City Clerk election workers, Police Reserve Officers, and School Crossing Guards). However, the aforementioned seasonal employees and election workers' personnel files must be retained in accordance with Federal, State, and City laws, ordinances, and regulations by the hiring departments. All material in these files is strictly confidential and secured under the custodianship of the Human Resources Department. All personnel files are subject to the provisions of the Bullard-Plawecki Right-To-Know Act and the Freedom of Information Act. Medical records are secured in a file that is separate from the personnel records. Information in an employee's personnel file may include the following:

- A. Original application and accompanying documents (i.e., resume, transcripts, references, investigation reports, military papers).
- B. Personnel Action Requests or notices of pay changes and accompanying documents.
- C. Performance evaluation forms and ~~related materials~~ [related materials](#).
- D. Letters of commendation or complaint connected with employment.
- E. Promotional opportunity application and ~~related materials~~ [related materials](#).
- F. Forms pertaining to fringe benefit programs and related programs.
- G. Documents submitted by the employee.
- H. Certificates or notices of accomplishment of the employee in the area of training or employee development.
- I. Documentation of disciplinary action.
- J. Materials submitted as part of the record for an appeal or a decision or other action and copies of related proceedings.

Section IV-2. Official Access. The following personnel shall have the right to access an inspection of an employee's personnel file.

- A. The employee who is the subject of the file.
- B. An attorney or designee of the employee when the employee has provided written authorization to their file.



- C. Supervisory employees who are considering the employee for promotion, transfer, reassignment, demotion, dismissal, or other personnel action.
- D. The City Attorney or other appropriate agent when needed in connection with any legal action involving the employee and the City.
- E. Authorized representatives of the Human Resources Department.
- F. A person or persons making a proper legal request under the Freedom of Information Act (FOIA).

Section IV-3. Limited Access. Information in an employee's personnel file shall not be made accessible to anyone except the Human Resources Department, the employee, and those listed in Article IV, Section IV-2 above. The only information provided over the telephone is verification of any employee's job title, dates of employment, and salary. No other information will be given by phone unless the employee provides a written release absolving the City, its employees, agents, and officials from any responsibilities of the consequences of disclosure.

Section IV-4. Written Reprimands. Unless otherwise provided by law, whenever a reprimand is placed into an employee's file for the purpose of reflecting a negative facet of that employee's performance, the employee shall be provided a copy of the entry.

Section IV-5. Employee Access. An employee, upon written request to the Human Resources Department, may periodically review at reasonable intervals, generally not more than two (2) times per year, their personnel record. The review shall take place in the Human Resources Department during normal office hours, unless inconvenient to the employee due to an unusual shift or job site, at which time a mutually convenient time and place shall be arranged.

An employee may obtain a copy of information contained in their personnel file. If there is disagreement with information contained in the personnel file, an employee may submit a written statement explaining their position which shall then be made part of the personnel file, with a copy provided to the supervisor.

## **ARTICLE V – JOB CLASSIFICATIONS**

Section V-1. Job Classifications. Job classifications shall consist of the following classes of non- union positions, with such changes as may be made from time to time by the City Council by amendment to this Personnel Policy. All positions of the class shall be paid as set forth from time to time by action of the City Manager or City Council action. For purposes of this Personnel Policy, all employees and officials of the Jackson Housing Commission are not employees of the City of Jackson. For purposes of the Civil Service ordinance, all union personnel are deemed to be employees whose personnel rights and responsibilities shall be resolved under the provisions of their applicable labor agreement.

### Occupational List of Class Titles

- A. CLERICAL, ADMINISTRATIVE, AND FISCAL GROUP  
(Non-union positions – occupied or vacant)

#### \_\_\_\_\_ Class Title \_\_\_\_\_

Account Clerk Supervisor  
Administrative Secretary I

Administrative Secretary II  
 Appraiser  
 Evidence Management Coordinator Financial Analyst  
 GIS Coordinator  
 Labor Relations Technician Legal Secretary  
 Community Development Planner  
 Property Management Coordinator  
 Purchasing Technician Recreation Services Coordinator Senior  
 Appraiser  
 Senior Citizen & Recreation Activities Coordinator Tax Supervisor

B. ENGINEERING, INSPECTION AND TECHNICAL GROUP  
 (Non-union positions – occupied or vacant)

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Class Title

Civil Engineer II Civil  
 Engineer III  
 Engineering Assistant  
 Parking Manager/Engineering Assistant  
 Wastewater Treatment Plant Industrial Pretreatment Supervisor

C. LABOR AND TRADES SUPERVISION GROUP  
 (Non-union positions – occupied or vacant)

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Class Title

Assistant Water Treatment Plant Supervisor  
 Building Maintenance Supervisor  
 Chief Wastewater Treatment Plant Operator LSL  
 Service/DPW Foreman/Safety Supervisor Meter  
 Services Supervisor  
 Public Works Assistant  
 Public Works General Foreman

D. APPOINTIVE OFFICIALS (Non-union positions – occupied or vacant). Unless otherwise noted, all contractual employees are at will and on scale.

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Class Title

Administrative Assistant  
 Administrative Assistant Treasurer & Clerk  
 Administrative Assistant PW Fiscal Services  
 Administrative Assistant to the Director of Police and Fire Services

Administrative Assistant to the City Manager  
Assistant to the City Manager  
Assistant City Assessor  
Assistant City Engineer  
Assistant City Manager/Operations  
Assistant City Manager/Community Development Director  
Assistant Finance Director  
Assistant Director of Human Resources  
Assistant Director of Community Development  
Assistant Director of Parks, Recreation, and Grounds  
Assistant Director of Public Works – Public Utilities Administration  
Assistant Superintendent of Wastewater Treatment Plant  
Assistant Director of Human Resources  
Building Inspector Chief Building Official  
City Assessor  
City Attorney  
City Clerk  
City Engineer  
City Manager  
Code Enforcement Officer I  
Code Enforcement Officer II  
Code Enforcement Officer III  
Code Enforcement Director  
Community Development Grant Coordinator  
CD Coordinator/Recreation Services Supervisor  
Community Development Director  
Department of Public Works/Utilities Fiscal Supervisor  
Deputy City Attorney  
Deputy City Clerk Deputy  
City Treasurer  
Deputy Director of Police and Fire Services, Fire Division  
Deputy Director of Police and Fire Services, Police Division  
Director of Finance/Purchasing Agent  
Director of Community Development  
Director of Parks, Recreation and Grounds  
Director of Police and Fire Services  
Director of Public Works  
Economic Development Director  
Economic Development Specialist  
Elections and Records Coordinator  
Elections and Records Administrative Assistant  
Electrical Inspector  
Grant Coordinator  
Grant & Front Office Supervisor  
Housing Rehab Specialist  
HR Manager  
Paralegal  
Planning Director  
Plumbing and Mechanical Inspector  
Public Information Officer  
Purchasing Coordinator  
Recreation Services Supervisor  
Records Management Supervisor (CD/Police)

Rehabilitation Coordinator  
 Senior Assistant City Attorney  
 Senior Planner (CD)  
 Staff Accountant  
 Staff Attorney  
 Superintendent of Parks and Golf Operations  
 Supervisor of Management of Information Services  
 Wastewater Treatment Plant Superintendent  
 Water Billing Supervisor  
 Water Treatment Plant Supervisor  
 Water and Sewer Maintenance Foreman

E. ELECTIVE OFFICIALS:

- Mayor and City Council members
- City Treasurer (also serves as Income Tax Administrator)

F. POLICE DEPARTMENT GROUP  
 (Non-union positions – occupied or vacant)

Class Title

- <sup>2</sup> Police Cadet
- <sup>2</sup> Compensation to be determined by ordinance of City Council.

G. PUBLIC SAFETY GROUP  
 (Non-union positions – occupied or vacant)

Class Title

- <sup>3</sup> Community Service Officer
- <sup>4</sup> School Crossing Guard:
  - One appearance at a corner
  - Two appearances at a corner
  - Three appearances at a corner
- <sup>3</sup> Compensation to be adjusted annually with other job classification positions.
- <sup>4</sup> Compensation to be determined by ordinance of City Council. Persons classified as "School Crossing Guards," as above provided for, shall not be vested with any police powers, and their classification, in a class of the Public Safety Group, for the purpose of this Policy, shall not be deemed to be eligible to participate in any City pension plan.

H. PART-TIME APPOINTIVE OFFICIALS (Non-union positions – occupied or vacant)

- Administrative Hearing Officers

## **ARTICLE VII - PUBLICIZING OF VACANCIES**

**Section VII-1. Equal Employment Opportunity/Affirmative Action.** It is the policy of the City of Jackson to implement equal opportunity on an affirmative basis to all qualified employees and applicants for employment in accordance with State and Federal Law. Positive action shall be taken to ensure the fulfillment of this policy.

**Section VII-2. Full-Time Positions in the City Service.** The City reserves the right to fill certain highly technical, specialized, and/or managerial non-union positions from within as part of reorganization or internal department promotions. Otherwise, whenever a vacancy occurs in a position in the City Service such vacancy shall be advertised on the City's website, other public media, and association newsletters, professional journals, trade papers, or other suitable publications or electronic media as deemed appropriate. The advertising of vacancies in positions in the City Service is done not only to secure competent applicants but also to fulfill the obligations of the City to apprise interested qualified applicants of the vacancies and positions. Notwithstanding the above, vacancies in the common labor group and in seasonal, temporary provisional, and emergency positions need not be advertised if the City Manager or their designee determines there will be a satisfactory pool of applicants without such advertising.

**Section VII-3. Anti-Nepotism.** Effective November 18, 2015, the City will not hire the relative of any current employees, elected and/or appointed officials; however, the City Manager has the authority to waive this requirement when special circumstances can be demonstrated. For purposes of this section, "relative" shall mean any of the following family members whether by blood or marriage: spouse, child, step-child, foster child, parent, step-parent, foster parent, brother, step-brother, sister, step-sister, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, niece, nephew and cousin or any other individual that is a member of the employee or elected official's household for which the employee or elected official is financially responsible. This policy ensures that all applicants are considered on the basis of their qualifications and are not given preferential consideration based on their relationship to current employees or elected officials.

However, employees who marry while employed shall have 90 days to transfer out of a superior- subordinate relationship resulting from the marriage. In the event the transfer cannot be made within the noted timeframe, the employee with the least seniority shall be terminated. This policy applies to all categories of employment, including full- and part-time and temporary or seasonal classifications.

REF: City of Jackson, Ethical Standards of Conduct Ordinance No. 2015-18

## **ARTICLE VIII - LENGTH AND CONTINUITY OF SERVICE**

### **Section VIII-1. Requirements as to Length and Continuity of Service.**

- A. Service requirements for advancement within Salary Schedules and for other purposes as specified in this Policy shall require employment in the City Service without break ~~or interruption~~ or interruption.
- B. The following absences shall not affect the continuity of service and time on such absences

shall count toward length of service:

1. Authorized leave of absence with pay;
  2. Authorized leave of absence without pay of thirty (30) calendar days or less; or
- C. Absences for purposes of serving with the Armed Forces of the United States shall not break continuous service only if the laws of the State of Michigan and/or the United States require reinstatement without a break in service at the time the person completes military service and reapplies for employment.
- D. Leaves of absences without pay of over thirty (30) calendar days shall be deducted from the length of service but shall not have the effect of interrupting the continuity of service. Deduction from length of service may be accomplished by moving the employee's anniversary date forward by the appropriate number of calendar days.
- E. All absences without authorized leave of more than two (2) days shall be deducted from and shall interrupt continuous service.
- F. The Family Medical Leave Act and the Americans with Disability Act will be administered in accordance with those Acts (Ref: Article XIV, Section XIV-3).

## **ARTICLE IX - LAYOFFS/SEVERANCE**

### **Section IX-1.**

- A. Layoffs. Whenever the City in its discretion determines that a layoff is necessary due to a lack of funds, lack of work, or due to a reorganization, such layoff shall be made in such classifications as the City may designate. Layoffs shall be made in accordance with procedures to be developed by the Director of Human Resources.
- B. Recall from Layoffs. The order of recall of laid-off employees shall be in the inverse order in which the employees were laid off and shall be subject to the same conditions as prescribed in a lay-off. However, it shall only apply to classified employees and shall not exceed a two (2) year call back period.
- C. Severance. Severance from the City service shall be in accordance with procedures to be developed by the Director of Human Resources and approved by the City Manager and shall only be available for all those employees with an at-will employment agreement. Severance codified in an employment contract is governed by the employment contract in increments of days or months.
- D. Constructive Dismissal. All contractual employees titled as department heads or appointed officials shall have a signed at-will employment agreement which includes a constructive dismissal clause. The section shall state that all claims alleged to be a constructive dismissal (an employee terminates their employment in response to the employer's treatment of them) shall be submitted in writing to the Director of Human Resources no later than 30 days after the occurrence. The documentation must show that they have resigned in response to a



fundamental breach of contract by the employer (Employment Rights Act 1996). If the constructive dismissal claim is deemed to have merit, all such employees shall be granted their severance pay in accordance with their employment agreement.

REF: City of Jackson, Civil Service Rules and Regulations, Section 6.4 and Section 8.1a.

## **ARTICLE X - REQUESTS FOR CLASSIFICATION/COMPENSATION ADJUSTMENTS**

Section X-1. Employee Requests for Classification Adjustments. Any employee shall have the right to consideration of any request they may have with respect to a change in the classification of their position. The employee shall make their request initially to the head of their department. If the head of the department feels that the request is reasonable, they shall notify the Director of Human Resources of the request and give their opinion or recommendation. If the head of the department feels the request is not a reasonable one, they shall reject the request, but notify the employee of their right to appeal to the Director of Human Resources. The Director of Human Resources shall give due consideration to the requests they receives from Department Heads and employees, and in those cases where they feels a change in classification is required, they shall recommend to the City Manager such action on the matter as they may deem appropriate. The decision of the City Manager shall be final.

Section X-2. Employee Requests for Compensation Adjustments. Any employee shall have the right to the consideration of any request they may have with respect to changes in the application of the Personnel Policy to their position. The employee shall initially make their request to the Department Head, who shall promptly seek to arrive at a solution which is consistent with the Personnel Policy and acceptable to the employee. When the Department Head is unable to resolve such a request in a manner which is satisfactory to the employee, the matter shall be submitted to the Director of Human Resources for review. In the event the employee remains unsatisfied after review by the Director of Human Resources, they may appeal to the City Manager. The City Manager shall review such appeal and issue a decision on it within 45 days. The decision of the City Manager shall be final.

## **ARTICLE XI - COMPENSATION**

Section XI-1. Salary Schedules. The pay of City employees shall be on the basis of appropriate bi-weekly and/or hourly salary schedules as set from time to time by the City Ordinance for each of the respective classes of positions in the City service as established by this policy or by labor agreement. Said schedules as contained in Appendix A and as revised from time to time by City Council action, shall be deemed as part of this Personnel Policy. (Salary Schedules for those employees belonging to a union are contained in the respective labor agreement.) Each salary schedule shall consist of a minimum entrance rate, intermediate salary rates, and a maximum rate.

### **A. Merit Award Policy**

A Merit Award may be granted to an employee to recognize accomplishments which directly impact the efficiency, economy, and effectiveness of city operations and/or positively impact the City's service to the public.

Recognition of merit pay will be based on the high level of performance of the employees to the City of Jackson. Merit pay will not be withheld, denied, or awarded for an illegal reason including discrimination based on sex, race, age, religion, national origin, marital status, covered veteran status, disability, or membership in the Uniformed Services.

The City Manager has authority to approve merit awards, based upon the Human Resources Manager's recommendations.

The Merit Award may be made for a period of exceptional productivity. A complete and approved performance appraisal as determined by the City Manager, must be completed by the employee's supervisor detailing the employee's achievements. Depending on the employee's performance appraisal the following actions may be taken:

1. No increase
2. An amount equal to ½ step in the employee's current salary/wage grade
3. 1 full-step increase in the employee's current salary/wage grade

### **Section XI-2. Compensation for Hourly Paid Employees.**

- A. Employees to be paid in accordance with the applicable labor agreement and ordinance.
- B. Part-time, seasonal and temporary positions shall be paid in accordance with Section XI-7.

Section XI-3. Full-Time Basis of Salary Schedules. The salaries prescribed by action of the City Council are fixed on the basis of full-time service for normal work weeks as indicated for the several groups in Article V. of this Personnel Policy.

### **Section XI-4. Entrance Salary Rates.**

- A. Starting Rate on Initial Employment. Original appointment to any position shall be made at the entrance rate and advancement from the entrance rate to the maximum rate within a pay

range shall be as approved by the City Manager. The City Manager may approve an initial compensation rate higher than the minimum rate for the class when, in their opinion, the needs of the City Service make such action necessary. However, in all cases, a PAR request shall be submitted to, and reviewed by, the Director of Human Resources, and subsequently approved by the City Manager, in advance of hiring all new employees (full-time, part-time, temporary and/or seasonal).

- B. Starting Rate on Return to Duty. When an employee returns to duty in the same classification after a separation from the City service of not more than one (1) year, which separation was not due to discreditable circumstances, such employee shall receive the payrate received at the time of separation and shall subsequently serve at their reentry rate for at least such period as is normally required for advancement to the next higher rate per the terms of the Merit Award Policy.
- C. Starting Rate on Return from Military Service. Any employee who leaves or has left the City service to enter the active service of the Armed Forces of the United States shall, upon severance of service, be entitled to reinstatement in accordance with the applicable laws prevailing at the time the employee makes application for reinstatement.
- D. Rate of Pay Upon Demotion. In case an employee is demoted, credit shall be given for continuous service in the higher-paid position in determining the proper rate in the Salary Schedule for the lower-paid position, provided that the salary rate after demotion shall not be higher than that prior to demotion.
- E. Starting Rate in New Positions (Non-union). Whenever an employee not represented by a union is placed in another position not previously held, or a union employee accepts a non- union position they have not previously held, the employee shall be compensated at a rate deemed appropriate by the City Manager in the salary schedule established for this position. However, a PAR must be submitted and approved in advance of the employee moving into the new position.
- F. Rate of Pay Upon Promotion (Non-union). Whenever an employee not represented by a union, or a union employee accepting a non-union position is promoted to a position in a higher-class grade than the position they currently holds, the employee shall be compensated at a rate deemed appropriate by the City Manager in the salary schedule established for the position. Future step increases, if applicable will be based on the terms of the Merit Award Policy. However, a PAR must be submitted and approved in advance of the employee's promotion.
- G. Rate of Pay Upon Position Reclassification (Non-union). An employee not represented by a union and whose position is reclassified to a higher-class grade, shall be compensated at a step rate deemed appropriate by the City Manager in the class grade schedule established for the position. Future step increases, if applicable will be based on the t e r m s of t h e Merit Award Policy. . However, a PAR must be submitted and approved in advance of the employee's reclassification.

#### Section XI-5.

- A. Probationary Period. After initial appointment or promotion to a position in the City Service, the first one thousand and forty (1,040) hours actually worked in the position shall be

considered the period of probation. The probationary period for any employee represented by a union shall be in accordance with provisions of their respective labor agreement for their employee classification.

In the event that the employee does not satisfactorily complete the probationary period, they shall be separated from the service and shall not have recourse to appeal their separation before the Civil Service Commission, except that in the case of promotion from a position in which an employee had Civil Service status, they will revert to such position as they may be entitled to under Civil Service rules, provided the employee's failure to satisfactorily complete probation was not for a reason which necessitated the employee's termination.

Section XI-6. Recommendations for Salary Advancements within Grade. The Department Heads shall recommend in writing to the Director of Human Resources the advancement in salary of their employees who have met the requirements for salary advancement as enumerated above per the Merit Award Policy. All such requests shall be reviewed by the Director in advance of the City Manager's approval.

Section XI-7. Computation of Salaries of Part-Time, Seasonal and Temporary Employees. Part-time, seasonal and temporary employees may be employed on an as-needed basis and if employed shall be paid only for hours actually worked and at an hourly rate established by the City. Part-time, seasonal and temporary employees shall not be eligible for any fringe benefits during their employment.

Section XI-8. Special Salary Provisions.

- A. Plus, Rates for Special Skills: In any case when an employee is qualified for and is temporarily required, in writing by their supervisor, to regularly serve in and accept responsibility for work in a higher class or position, such employee shall receive the entrance salary rate of that class grade or their present rate plus one class grade, whichever is higher, while so assigned, subject to the approval of the City Manager. A non-union, non-exempt employee, who is required to work in a higher class or position continuously for a period of five (5) or more consecutive days, shall be deemed "temporarily required to regularly serve and accept responsibility for work in a higher class position," as is a non-union exempt employee who is required to work in such higher class or position continuously for a period of thirty (30) or more consecutive days, unless either employee is so assigned for training purposes. In case of vacancies in the City Service where a non-union employee is required in writing by the City Manager to fill a vacancy in a higher class or position and assume full responsibility for that position until it is permanently filled, such employee shall be compensated for the duration of such assignment as though permanently promoted to the position in accordance with Article XI, Section XI-4, H. of the Personnel Policy.
- B. In any case when a non-union employee is regularly assigned in charge of one or more persons in positions of the same class grade, such employee shall be paid at the corresponding step rate in the next higher-class grade upon recommendation of the Department Head and approval of the City Manager.

Section XI-9. Temporary Acting Positions. When an employee is required by their supervisor to temporarily transfer from one job classification to another, the employee shall continue to be paid at the rate applicable to their permanent job classification; provided, however, if the employee is transferred for a period in excess of forty (40) working hours during a pay period to a job classification for which the maximum rate of pay is higher, the employee shall automatically receive the

higher salary rate for the time actually worked out of grade.

Section XI-10. Step Increases for Temporary Acting Positions. In any case where an employee is placed in a temporary acting position, they shall continue to accrue service credit for all salary and benefit purposes. When an employee is due to receive a step increase and they are currently working in a temporary acting position, such step increase shall be processed via the following steps: (1) process PAR returning employee from temporary acting position to their regular position; (2) process PAR for step increase at their regular position; (3) process PAR to take employee back up to temporary acting position. The effective date may be the same on all three PAR's. When such employee returns to their former position, they will do so at a rate of pay that allows them to receive the step increase they would have received had they been working in their regular position at the time of the step increase date.

Section XI-11. Tuition Reimbursement. Effective November 18, 2015, the City agrees to furnish all non-union employees, when such costs that are not covered by other programs, the cost of job-related course work (up to \$20,000) for any applicable, previously approved and budgeted, classes and/or certification. The employee is further restricted from reimbursement if the City has previously reimbursed the employee for any other degree and/or if the employee is requesting reimbursement associated with a second similar degree (i.e., second bachelor's degree or second master's degree). Any such programs or courses must have written approval of and shall be at the sole discretion of the City Manager, as recommended by the department head, prior to taking such courses to be eligible for reimbursement and the employee must agree to and sign a form indicating an understanding of all program stipulations. In order to be eligible for reimbursement, the employee must demonstrate matriculation. Additionally, the employee must continue to work for the City for four (4) years following final reimbursement. The employee that voluntarily leaves his employment with the City shall be responsible for refunding any reimbursements received within the prior four (4) years.

## **ARTICLE XII - OVERTIME WORK**

Section XII-1. Overtime Administration. In emergencies, a Department Head may prescribe, with the approval of the City Manager, reasonable periods of overtime work to meet operational needs. Such overtime shall be reported and justified as required by the City Manager.

Section XII-2. Compensation for Overtime. Employees of the City of Jackson shall be compensated for authorized overtime work in accordance with applicable laws or labor agreements.

Section XII-3. Leave Time in Lieu of Overtime Compensation for Certain Employees and Appointed Officials.

- A. Employees who are legally exempted from coverage by the Federal Fair Labor Standards Act, who are not covered by a labor agreement, shall be considered salaried employees who shall be paid an annual salary, prorated on a biweekly basis, regardless of the number of hours worked in a given two-week period, subject to the standards established below.

It is generally understood that the salaried employees described in this section, by the nature of their work, titles and duties are expected to work in excess of the normal work day and/or workweek when it is necessary to accomplish their assignments, and that the salaries established for their positions provide appropriate compensation for the anticipated responsibilities, and not for a specific number of hours of work per day, week or year.

Effective July 1, 2000, in recognition of the flexibility these employees exercise in performing work assignments outside the regular work day, these employees may adjust their work schedules within a work day to take care of personal business, as the work load will allow and in accordance with any procedures established by the City Manager, without deducting said hours from any leave bank (such as sick or vacation leave time).

- B. Employees who are legally covered by the terms of the Fair Labor Standards Act (i.e., not exempt), who are not covered by a labor agreement, shall be considered hourly employees. All such hourly employees shall be eligible for compensation for all hours worked in excess of forty (40) per week at a rate of one and one-half times their normal hourly rates. Effective July 1, 2000, this group of hourly employees may be offered the opportunity to choose to earn compensatory leave time in lieu of overtime compensation for all hours worked in excess of forty (40) per week at a rate of one and one-half times the additional hours worked, subject to a maximum compensatory leave bank of forty (40) hours. If the employee is to be offered the opportunity to choose between overtime payment or accruing compensatory time off, the employee and the supervisor must reach that understanding prior to the performance of the additional work. Compensatory time off will be scheduled between the employee and their supervisor, taking into account workload, scheduling concerns and the employee's preferences. Compensatory leave banks for hourly employees shall be payable in cash at the time of an employee's termination of employment through resignation, retirement, dismissal or death, subject to the maximum accrual limit of forty (40) hours.

REF: Exempt Employees (Administrative Regulation No. 27)  
Overtime Compensation (Administrative Regulation No. 28)



## **ARTICLE XIV – DISCIPLINE/RULES OF CONDUCT**

Section XIV-1 - At will employees by definition serve at the pleasure of the City Manager and may be dismissed at any time for any reason without recourse to any procedure.

Section XIV-2 - Temporary, part-time or probationary employees may be disciplined or terminated without recourse to the disciplinary procedure provided in the City of Jackson Rules of Conduct.

Section XIV-3 - All notices of discipline will be forwarded to the Human Resources Department by the Department Head for placement in the employee's personnel file.

Section XIV-4 - All City of Jackson employees are expected to perform their assignments with a level of care and commitment that indicates they are putting forth a reasonable effort to effectively and safely perform their public service responsibilities. Full-time employees who choose to work more than one job are expected to follow Civil Service guidelines regarding the additional employment, which includes notifying their supervisor about the additional job, and ensuring that their job with the City is treated as their primary employment. If an employee suspects a potential conflict of interest between their job with the City and their second job or outside interest, the employee is responsible to raise the question with their department head.

Section XIV-5 - All City of Jackson employees are expected to treat all people with whom they have contact in the course of their assignments with dignity and respect. Employees are expected to comply with all legal standards related to illegal discrimination and harassment while in the course of their employment.

Section XIV-6 - Grounds and procedures for discipline and/or termination of employees are as outlined in the following City of Jackson Rules of Conduct:

### **RULES OF CONDUCT**

Applicable to all Michigan Association of Public Employees and non-union employees except at — will employees.

Section 1. For violations of any of the following rules an employee shall be subject to severe discipline up to and including discharge:

- A. Refusal to comply with supervisor's instructions or other insubordinate conduct.
- B. Gross neglect of duty.
- C. Immoral or indecent conduct.
- D. Intentional falsification of employer's records.
- E. Knowingly making the time card of another, having one's time card marked by another or unauthorized altering of a time card.
- F. Theft or intentional destruction of employer's or another employee's property or

removal of City property from employer's premises without authorization of the employer.

- G. Unauthorized use of the employer's property (including computers and other various forms of media).
- H. Sleeping on the job.
- I. Drinking or possessing any alcoholic beverage on employer's time, premises or equipment or reporting to work while under the influence of alcoholic beverages. Possession or use of a controlled substance on employer's time, premises or equipment or reporting for work or working under the influence of a controlled substance.
- J. Conviction of a felony while an employee of the ~~City of~~City of Jackson.
- K. Deliberate or careless conduct endangering the safety of himself or others.
- L. Damage or destruction of the employer's or public's property in excess of \$500.
- M. Abusive, threatening or coercive treatment of members of the public, fellow employees or supervisor.
- N. Conviction of any moving traffic violation for which an employee receives 6 or more points during a 12-month period while driving the employer's vehicles.
- O. Absence from work for three consecutive, regularly scheduled working days without an excuse acceptable to the employer.
- P. Suspension or loss of driver's license (employees who are required to drive in the service of the employer).
- Q. Sabotage.
- R. Permitting any person who is not an employee to enter or ride in a City vehicle without authorization of the employer.
- S. Failure to be available for emergency call to duty or failure to respond to said call.
- T. Serious violation of a safety rule or safety practice.
- U. Possessing, carrying or otherwise using a firearm or other lethal weapon while on duty, except as may be required of a sworn police officer or granted permission by the City Manager.
- V. Intentionally discriminating against another employee or member of the public while in the performance of one's duties, based upon a legally protected classification. (Examples: race, gender, color, ethnic heritage, disability, religion, age, height, weight.)
- W. Accepting or asking for special benefits or payments from a member of the public, business, etc., to either perform required duties or to influence the manner in which duties are performed.
- X. Any member of a City department involved in a civil lawsuit (other than a divorce) as a defendant; civil action including, but not limited to, a respondent to a personal protection order (PPO) or Extreme Risk Protection Order (ERPO); criminal investigation; or

criminal action as a defendant shall report to the Director of the City department in writing the circumstances of the involvement immediately after becoming involved.

~~X~~.Y. Any other offense of equal magnitude to the above.

Section 2. For the commission of the following offenses an employee shall receive a counseling memo for the first offense. For a second violation of the same rule, a written reprimand is appropriate. If an employee receives: (1) two written reprimands (for the same or different offenses) within a period of twelve (12) consecutive months; or (2) discipline under Section 1 of these rules and one written reprimand under this

section (within a period of twelve [12] consecutive months); or (3) two written reprimands or disciplinary suspensions (for the same or different offenses) within a period of eighteen [18] consecutive months, such employee shall thereupon be subject to discharge upon commission of the third offense.

- A. Late to work without an excuse acceptable to supervisor.
- B. Carelessness which necessitates the scrapping or repairing of employer's equipment or property or unintentional damage or destruction of the employer's or public's property of less than \$500.
- C. Inattentiveness to work, failing to start work at the designated time, quitting work before proper time or leaving the job during the working hours without permission of the supervisor. Inattentiveness at work includes lack of productivity, use of work time to perform personal business, unreasonable use of phones (work or personal) during work hours for personal calls, playing computer games outside break or lunch periods, etc.
- D. Smoking in unauthorized areas.
- E. Minor violations of safety rules or safety practices.
- F. Failure to report to work without giving the employer advance notice unless it was impossible to give such advance notice.
- G. Creating or contributing to poor housekeeping in the building or equipment of the employer.
- H. Vending, soliciting or collecting contributions on the employer's time or premises without written authorization from the employer.
- I. Posting, removing or defacing any matter on the employer's bulletin board or property without authorization from the employer.
- J. Failure to perform work as instructed in an efficient and timely manner.  
Poor workmanship.
- K. Accepting gratuities inconsistent with the City's ethics ordinance, but not arising to the level of the violation referred to in Section 1. W., above.
- L. Any offense of equal magnitude to the above.

REF: (1) Article XI, Section XI-4, F. Rate of Pay Upon Demotion.

- (2) Any absence without leave shall be handled in accordance with Article XV-8, Absence Without Leave.
- (3) Administrative Regulation No. 29, Drug Policy.

## **ARTICLE XV - VACATION AND OTHER LEAVE TIME**

### Section XV-1. Vacation Leave.

#### A. Crediting Employees with Vacation.

Employees in the City service not covered by a labor or at will/fringe employment agreement, except temporary, part-time and seasonal employees shall be allowed vacation leave with pay as follows:

| Years of Service                   | Vacation Accrued Each Year                                 |
|------------------------------------|------------------------------------------------------------|
| Hire date to year two (2)          | Eighty (80) hours per year (prorated 1 <sup>st</sup> year) |
| Years two (2) through four (4)     | Ninety-six (96) hours per year                             |
| Years five (5) to year seven (7)   | One hundred twenty (120) hours per year                    |
| Years seven (7) to year ten (10)   | One hundred forty-four (144) hours per year                |
| Years ten (10) to year thirty (30) | One hundred sixty (160) hours per year                     |
| Years 30 and beyond                | One hundred sixty (160) hours per year                     |

Vacation credit shall accrue annually in January of each year ( prorated 1<sup>st</sup> year until the following January).

#### C. Vacation Carryover.

Appointed City officials (City Assessor, City Clerk, City Attorney, and City Manager) shall be allowed to maintain up to twelve (12) calendar weeks in their vacation bank and may annually carryover four (4) weeks until that amount is reached. Any carryover in excess of twelve (12) weeks by the City Assessor, City Clerk and City Attorney must be approved by the City Manager.

An employee may automatically carry over 80 hours of unused vacation time to the next calendar year.

In the event that an employee has been unable to use their accrued vacation during the calendar year and has more than the allowable yearly carryover, the employee may submit a written request to the City Manager to be compensated for the unused vacation bank hours, subject to the following conditions: (1) the request for compensation in lieu of vacation will indicate the employee was not able to schedule the vacation consistent with work demands or scheduling problems; (2) the department head will approve the payment.

- C. Vacation Use and Scheduling. Vacation leave may normally be granted in periods of not less than one (1) week, and not more than the maximum accumulation allowed. Vacation use of less than a full week will be considered by department heads on a case- by-case basis and will not be unreasonably denied. Vacation leave will not be granted in excess of vacation credit earned

by service prior to the starting date of leave.

Department heads shall schedule vacation leave with particular regard to seniority of employees and in accordance with operating requirements and, insofar as possible, with the written request of the employees. Department heads shall prepare such reports of leave taken as may be required by the City Manager.

Any legal or declared holiday falling within a vacation period shall not be counted as a day of vacation leave. 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 within the discretion of the department head, be charged against vacation leave allowance.

#### Vacation Pay Out Upon Termination of Employment.

1. If an employee with less than five (5) years of service, who is otherwise eligible for vacation with pay, quits or is discharged and is not reinstated prior to the end of the calendar year in which the employee quits or is discharged such employee will receive, along with their final paycheck, the pro-rated vacation pay for which the employee qualified as of such anniversary date.
2. Employees with five (5) or more years of service are eligible to use vacation and/or receive a lump sum payout for vacation in the employee's final year of service (whether terminating or retiring), subject to the employee being physically present and working at least five hundred (500) hours during said year. If said employee takes a vacation during the final year and leaves the employment of the City without working the required five hundred (500) hours, any vacation paid to the employee shall be deducted from the employee's final wages or other payoffs.

~~Section XV-2. Sick Leave. Effective with the initial date of employment, every officer and employee, not covered by a labor agreement, in the City Service, except temporary, part-time and seasonal employees who do not qualify for sick leave per the Paid Medical Leave Act, 2018 Public Act MPMLA, shall be granted one (1) work day sick leave allowance for each completed calendar month of service, during which the employee has actually worked or been on approved leave with pay. However, those on sick leave exceeding one hundred twenty (120) hours per month shall not accumulate sick leave during the applicable months. It is the policy of the City of Jackson to comply with the Paid Medical Leave Act, 2018 Public Act 338 (MPMLA). Part time employee's shall be paid sick leave in accordance with this act (MPMLA).~~

Effective from the date of hire, all full-time officers and full-time employees not covered by a labor agreement are eligible to accrue sick leave, with the exception of part-time, temporary, or seasonal employees who qualify under the Michigan Earned Sick Time Act (ESTA). Eligible employees will accrue one (1) day of sick leave for each full calendar month of service, provided the employee has either worked or been on approved paid leave during that month. Employees who are on sick leave exceeding 120 hours in any given month will not accrue additional sick leave for that month. The City of Jackson complies fully with the Michigan Earned Sick Time Act. Accordingly, part-time, temporary, and seasonal employees who meet the criteria under ESTA will receive paid sick leave in accordance with the provisions of the Act.

~~Such sick leave allowance may only be used by an employee when incapacitated to perform their duties due to sickness or injury, when quarantined, or in the event of serious illness or death in the~~

employee's immediate family. Employees may use accrued earned sick time as it is earned; however, new employees may be required to wait until the 120th calendar day after commencing employment before using accrued earned sick time. Earned sick time may be used in increments of one (1) hour or the smallest increment that the City's payroll system uses to account for absences or use of other time.

Earned sick time may be used for:

- The employee's own mental or physical illness, injury, or health condition.
- The care of a family member with a mental or physical illness, injury, or health condition.
- Medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition.
- Preventive medical care.
- Closure of the employee's place of business by order of a public official due to a public health emergency.
- The care of a child whose school or place of care has been closed by order of a public official due to a public health emergency.
- Absences related to domestic violence or sexual assault of the employee or their family member.
- Meetings at an employee's child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.

Employees are entitled to carry over unused accrued sick time to the following benefit year. Employers are not required to allow use of more than seventy-two (72) hours of sick time in a single benefit year.

For foreseeable absences, employees must provide up to seven (7) days' notice. ~~All foreseeable leave for such purposes shall require specific prior approval of the Department Head.~~ For unforeseeable absences, notice should be given as soon as practicable to the Department Head. For absences of more than three (3) consecutive workdays, the City may require reasonable documentation, such as a signed statement by a health care professional, to verify the need for sick leave. ~~All foreseeable leave for such purposes shall require specific prior approval of the Department Head.~~ In the event of sick leave for any purpose, the Department Head may require a certificate from 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, spouse, children, brothers, sisters, grandparents, grandchildren and immediate in-laws, domestic partners, and foster or step-relatives thereof.~~ Biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis. Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child. • Grandparent. Grandchild. • Biological, foster, or adopted sibling. • Any other individual related by blood. • "Domestic partner" means an adult in a committed relationship with another adult, including both same-sex and different-sex relationships. • "Committed relationship" means one in which the employee and another individual share responsibility for a significant measure of each other's common welfare, such as any relationship between individuals of the same or different sex that is granted legal recognition by a state, political subdivision, or the District of Columbia as a marriage or analogous relationship, including, but not limited to, a civil union.-



The City shall not retaliate against, discipline, or otherwise penalize an employee for requesting or using earned sick time in accordance with this Agreement and the Michigan Earned Sick Time Act. The City shall maintain records documenting the hours worked by employees and earned sick time accrued and used, in accordance with applicable law.  
The City's sick leave policy is compliant with the State of Michigan's Earned Sick Time Act (ESTA).

A non-union employee shall receive the amount of pay they would 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) days, to make arrangements for and to attend the funeral of a member of their immediate family. Additional days may be allowed upon approval of the Director of Human Resources and said additional days shall be deducted \_\_\_\_\_ from sick leave.

The City's sick leave policy is compliant with the State of Michigan Earned Nonunion Sick Time Act, MCL 408.964, Sec. 4, as amended, which provides that sick time allowance may be used for the following reasons:

Sick Leave Payout

- ~~• The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.~~
- ~~• The employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee.~~
- ~~• If the employee or the employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim service organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.~~
- ~~• For closure of the employee's primary workplace by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.~~

Nonunion Sick Leave Payout

Upon retirement or voluntary resignation and after no less than three (3) years of continuous service, non-union employees may be paid for unused sick leave as follows:

|              |                                |
|--------------|--------------------------------|
| Date of Hire | Maximum Number of Days (up to) |
|--------------|--------------------------------|

|                                                                                                                                                               |         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| On or Before June 30, 1990<br><br>AND<br><br>Regardless of hire date, all those with an at will employment agreement and titled as a Department Head of above | 90 days |
| July 1, 1990, through June 30, 1995                                                                                                                           | 70 days |
| July 1, 1995, through June 30, 2000                                                                                                                           | 50 days |
| July 1, 2000, through June 30, 2005                                                                                                                           | 30 days |
| July 1, 2005, through June 30, 2010                                                                                                                           | 20 days |
| July 1, 2010, through June 30, 2015                                                                                                                           | 10 days |
| On or After July 1, 2015                                                                                                                                      | 5 days  |

Unless otherwise provided by contract (employment or union), this provision shall only apply to persons who retire, are eligible for immediate pension benefits, voluntarily retire or resign as noted above.

Employees not covered by a labor agreement shall be paid, in cases of duty-related death, an amount equal to fifty percent (50%) of salary for unused sick leave with a maximum of up to one hundred eighty (180) days' accumulation. Such benefits shall be payable to the employee's designated beneficiary or, where such beneficiary has not been designated, to the personal representative of the employee's estate.

Effective July 31, 2000, employees not covered by a labor agreement, who are eligible to accrue earned sick leave and who have a sick leave balance, may use up to sixteen ( 16) hours of accrued sick leave per fiscal year to attend to personal business and/or civic functions. (Such time shall not be used for vacation, recreation or similar purposes.) Requests to schedule sick leave for personal business will generally be made in advance and are subject to department head approval. There shall be no carryover of unused personal business use of sick leave from one fiscal year to another fiscal year.

Additionally, effective August 1, 2015, all future sick leave banks shall be capped at 1,440 hours (180 days) for those with less than the capped amount in their bank. Anyone who subsequently reaches the cap shall be exempt from receiving additional sick time until their bank falls below this threshold.

#### Section XV-3. Family Leave Policy.

A. Purpose. To define the policy and procedure of the City with regard to family leave required by the Family and Medical Leave Act of 1993.

B. Definitions.

"*Serious health condition*" means an illness, injury, impairment, or physical or mental condition that involves continuing inpatient or outpatient care at a hospital, hospice, or residential care medical facility under the supervision of a licensed physician.

"*Son or daughter*" means a biological, adopted, or foster child or stepchild, or legal ward.

"*Spouse*" means a husband or wife; it does not mean an unmarried domestic partner.

C. Policy. Employees who have worked for the City for at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months may take up to twelve (12) weeks of unpaid leave for the following reasons:

1. Birth of a child of the employee;
2. Placement of a son or daughter into the employee's family by adoption, foster care, or other legal arrangement;
3. To care for the employee's spouse, son or daughter, or biological parent who has a serious health condition; and
4. The presence of a serious health condition which renders the employee unable to perform the functions of the employee's position.

In the case of unpaid leave for the birth or placement of a child, intermittent leave or working a reduced number of hours is not permitted unless the employee and the City agree in advance to such an arrangement. If both spouses are employed by the City, the combined leave for the family unit shall not exceed twelve (12) weeks.

In the case of unpaid leave for serious health conditions, the leave may be taken intermittently or on a reduced hour basis only if such leave is medically necessary. If intermittent or reduced hour type of leave is required, the City may in its sole discretion temporarily transfer the employee to another job with equivalent pay and benefits that better accommodates that type of leave.

Employees on an approved FMLA for themselves or other eligible person shall not abuse or misuse the FMLA leave or commit FMLA fraud. Any employee found to committing FMLA fraud, abuse or misuse, may be subject to disciplinary action up to and including immediate termination of their employment. For example, an employee on an approved FMLA to care for the serious health condition of their spouse, child or parent and who is discovered to be spending substantial time away from providing such care, may be considered to be misusing or abusing FMLA leave and/or committing FMLA fraud and may be subject to disciplinary action up to and including immediate termination of their employment.

During a family leave, the City will continue to pay its portion of the health insurance premiums covering the employee and their family. The employee must continue to pay their share of this premium, if applicable. Failure of the employee to pay their share of the health insurance premium may result in loss of coverage. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the City for payment of health insurance premiums during the family leave, unless the employee does not return because of the presence of a serious health condition which prevents the employee from performing their job or the failure to return is due to circumstances beyond the control of the employee. While on family leave under this policy, the employee shall not accrue vacation pay, sick pay, pension, service credit, or seniority. Employment benefits accrued by the employee up to the day on which the family leave begins will not be lost.

Use of leave banks:

- (1) Health Related Leaves: Unless the employee is eligible for benefits pursuant to the Worker's Compensation Statute, in all cases involving the employee's absence from work due to the employee's own, or a family member's, serious health condition, as defined by the Act and its regulations, the employee shall be required to use their unused sick leave credits. If the employee uses all their accrued sick leave while absent or does not have any unused sick leave credits, the employee must then use their accrued unused vacation time off until all, but forty (40) hours are expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work. Use of such paid leave time shall be concurrent with the twelve-week

FMLA benefit period.

~~(1)~~(2) Parental Leaves: In all cases involving the employee's absence from work to care for an infant or newly adopted child (i.e., not medically necessary), the employee will first use up to five (5) days of unused sick leave credits. If the absence continues beyond five (5) days, the employee shall use their accumulated vacation days until all, but forty (40) hours are expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work. Use of such paid leave time shall be concurrent with the twelve-week FMLA benefit period.

~~(2)~~(3) Medical verification: For all qualifying absences involving the serious health condition of the eligible employee or their family member, the terms of the Family and Medical Leave Act will be assumed to be effective for absences of more than three (3) consecutive days. Additionally, upon return from the FMLA leave granted for the employee's own serious health condition, the employee will provide a medical statement indicating the employee is fit to perform the essential functions of his job.

NOTE: The Family Leave Policy does not override any less restrictive labor agreement provisions regarding the use of vacation/sick time.

Employees who return to work from family leave within or on the business day following the expiration of the twelve (12) weeks are entitled to return to their job or an equivalent position without loss of benefits or pay.

Applications for family leave must be submitted in writing. Applications shall be submitted at least thirty (30) days before the leave is to commence, or as soon as possible if thirty (30) day notice is not possible. Appropriate forms supported by adequate medical or other necessary documentation must be submitted to the Personnel Department to initiate a family leave or to return the employee to active status.

Section XV-4. Disability Leave. Any appointed official, officer or employee of the City who suffers an injury or illness as a result of a service-connected accident or condition may be granted, upon proper authorization by the City Manager, leave with full 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) calendar months at the discretion of the City Manager. The City Manager's discretion will be predicated upon satisfactory medical evidence secured by the City.

Provided, further, that a deduction in the pay granted under this section may be made to the extent of any sums the appointed official, officer or employee may receive from any ~~workers'~~workers' compensation fund to which the State, County or City contribute. In the event of service- connected illness or injury resulting in extended absence, the employee may elect to supplement any Workers' Compensation benefits to which he is entitled by use of ordinary sick leave credit and vacation leave credit to the maximum extent of such credit.

Section XV-5. Military Leave. Any employee who presents official orders requiring their attendance for a period of training, examinations, or other active duty as a member of the United States Armed Forces, including the Michigan National Guard, shall be entitled to military leave without any form of discrimination, and upon return shall be eligible for reinstatement as per the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law.

Section XV-6. Special Leave.

- A. In addition to leaves authorized above, a Department Head may authorize an employee, not covered by a labor agreement, to be absent without pay for personal reasons for a period or periods not to exceed thirty (30) working days in any calendar year. The City Manager may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one (1) calendar year for purposes that are deemed beneficial to the City Service.

The City Council, upon the recommendation of the City Manager, may grant leaves of absence with or without pay in excess of the limitations above for the purpose of attending extended courses of training at a recognized university or college and for other purposes that are deemed beneficial to the City Service.

- B. Jury Duty. An employee, upon completing his probationary period, who is summoned and reports for jury duty as prescribed by applicable law, for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he receives from the Court as daily jury duty fees and what he would have earned from the Employer on that day on the basis of eight (8) hours of work at this regular hourly rate of pay, provided that if such employee is excused from jury duty during regular working hours he promptly returns to work. The Employer's obligation to pay an employee for jury duty as above provided is limited to a maximum of ninety (90) days in any ~~calendar year~~calendar year.

In order to receive the payment above referred to, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days and to the extent for which he claims such payments and produce satisfactory evidence as to the amount he was paid by the Court for such jury duty. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

- C. Court Witness.

1. When a non-union non-exempt employee, as a result of performing their duties as a City of Jackson employee, is subpoenaed to make a court appearance or appearance before an administrative agency during off-duty hours, the employee shall be paid for the actual time necessarily spent at the court or before the administrative agency at time and one-half (½) their hourly rate of pay. As a condition of receiving such payment, the employee shall assign the court or administrative agency appearance fee to the City ~~of Jackson~~of Jackson.
2. When a non-union exempt employee, as a result of performing their duties as a City of Jackson employee, is subpoenaed to make a court appearance or appearance before an administrative agency, the employee shall be paid actual straight time. The exempt employee may retain the court or administrative agency appearance fee.
3. When a union employee, as a result of performing their duties as a City of Jackson employee, is subpoenaed to make a court appearance or appearance before an

administrative agency during off-duty hours, the employee shall be paid according to the appropriate union labor agreement.

Section XV-7. Absence without Leave. An officer or employee who is absent from duty shall report the reason therefore to their supervisor prior to the date of absence when possible and in no case later than noon of the first day of absence. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence.

Such absence may be made the grounds for disciplinary action up to and including discharge. If an employee is absent without leave for three (3) or more regularly scheduled working days, said employee shall be terminated from employment unless said employee presents a justifiable reason acceptable to the City Manager. Any exceptions may be made in the discretion of the City Manager if extenuating circumstances or an emergency made said notification impossible.

REF: (1) Article VIII, Length and Continuity of Service.  
(2) Sick Leave Policy, Administrative and Supervisory Personnel (Admin. Rule No. 30)

## **ARTICLE XVI - HOLIDAYS**

### Section XVI-1.

A. All regular, full-time employees not covered by a labor agreement shall receive their regular compensation for the following legal holidays or parts thereof:

| <u>Day</u>                                | <u>Month</u> | <u>Holiday</u>         |
|-------------------------------------------|--------------|------------------------|
| 1st                                       | January      | New Year's Day         |
| 3rd Monday                                | January      | Martin Luther King Day |
| 3rd Monday                                | February     | President's            |
| Day Friday (immediately preceding Easter) |              | Good                   |
| Friday Last Monday                        | May          | Memorial               |
| Day                                       |              |                        |
| 19th                                      | June         | Juneteenth             |
| 4th                                       | July         | Independence Day       |
| 1st Monday                                | September    | Labor Day              |
| 11th                                      | November     | Veteran's Day          |



|                                         |          |                   |
|-----------------------------------------|----------|-------------------|
| 4th Thursday                            | November | Thanksgiving Day  |
| Friday (immediately after Thanksgiving) | November |                   |
| 24th                                    | December | Christmas Eve Day |
| 25th                                    | December | Christmas Day     |

If a holiday falls on an employee's regularly scheduled day off, the employee shall celebrate such holiday on their closest regularly scheduled working day. If a salaried employee other than a Department Head or Assistant Department Head is required to work on such holiday, such work shall be treated as overtime work, to be compensated for at two (2) times regular rate of pay in addition to holiday pay.

In addition to the above, any day may be designated as a holiday by proclamation of the Mayor, upon the approval of the City Council.

- B. An employee shall forfeit their right to payment for any such holiday if they has an unexcused absence on their last regularly scheduled work day preceding such holiday or on their first regularly scheduled work day following such holiday.
- C. Part-Time Employees and Paid Holidays – Part-time employees are defined as those working in regularly budgeted positions which work year-round and work on ~~an~~ average of 29 hours per week are not eligible for paid City holidays. Department heads may adjust the part-time employee's work hours/days during holiday weeks, at their discretion based upon operational needs, but such adjustment is not mandatory and such adjustment may not exceed the budgeted hours for the position. Seasonal and temporary workers are not eligible for paid City holidays.

## **ARTICLE XVII - INSURANCE**

Section XVII-1. Health Insurance Benefits. The City may in its sole discretion choose to offer a single health insurance plan or a variety of health insurance plans to eligible full-time employees. The plan year runs from July 1 to June 30. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non- union retiree. The City retains the right to change active employee/retiree insurance providers and active employee/retiree health insurance plan design for all non-union active employees and non- union retirees, regardless of dates of retirement or employment. Substantive changes in the City's health insurance plans (i.e., dependent coverage, elimination/addition of a benefit, etc.) shall be submitted by City administration to City Council for review and adoption. This applies to all non-union active employees and non-union employees retiring from any City sponsored pension systems.

Section XVII-2. Health Insurance Credits. Effective July 1, 2016, non-union full-time officers or employees in the City Service, not covered by a labor agreement, except temporary, seasonal and part- time employees, shall be provided an amount not to exceed seven hundred (\$750) dollars in any given fiscal year, for the employee, their spouse and dependent children for ~~de~~~~ntal~~ ~~-tal~~ and/or vision insurance expenses. In addition, the above-mentioned employees will receive the following insurance credits not to exceed their eligible coverage levels: Single - \$1,500; Two Person - \$1,850 and Family - \$2,200 in any given fiscal year, for the employee, their spouse and dependent

children under age 26 for health insurance expenses. In the event the employee selects to opt-out of any combination of health, dental and/or vision coverage, the employee will receive the opt-out balance, prorated and paid on a bi-weekly basis. There shall be no carryover of unused benefits from any fiscal year to another. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible).

Section XVII-3. Life Insurance. Administrative and Supervisory Employees in the City Service, not covered by a labor agreement, except temporary, part-time and seasonal employees and the Director of Police and Fire Services, Deputy Police Chief, and Deputy Fire Chief (Ref: Article XVI, Section XVI- 6), shall be provided a term life insurance equal to one times their annual earnings, but in no case shall it be less than \$30,000.00 or more than \$125,000, and rounded to the next highest multiple of \$1,000 and at no cost to the employee. There is an additional provision for payment of double face value for accidental death benefits and benefits for dismemberment. Furthermore, all employees with at will employment agreement which guarantee a higher dollar value paid for by the City shall be allowed to maintain such coverage at their own cost.

Section XVII-4. Medical, Surgical, Hospitalization and Prescription Drug Insurance. Medical, surgical and hospitalization and prescription drug insurance shall be provided to all non-union employees, including the Director of Police and Fire Services, Deputy Police Chief and Deputy Fire Chief in accordance with this Personnel Policy and shall not be tied to any collective bargaining agreement.

A. Current Officers and Employees. It is the current intent of the City to provide for current full-time regular employees or full-time officers in the City service, who are not covered by a labor agreement, a medical, surgical, prescription drug and hospitalization insurance plan of the City's choosing. Such health insurance plans may be modified, changed or discontinued altogether at the City's discretion. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible). Such benefits are not provided to temporary, part-time and seasonal employees. Non-union employees eligible for such health insurance plans are required to pay no less than twenty (20%) percent of premium share for such coverage. However, the following exceptions apply:

1. Wellness Incentive Program. All employees shall be enrolled in an outcome-based wellness program designed to improve the overall health of our employees while also reducing health insurance costs. Employees seeking eligibility for the gym membership will only be reimbursed up to \$60/month after demonstrating via a facility usage report no less than fifty-two (52) visits every six (6) months during the fiscal year or prorated for the duration of their 6-month period.
2. In the event of non-duty disability leave of absence of an employee with resulting incapacity to work, the Employer will continue to pay its portion of premiums (with the employee paying at least twenty (20%) percent) of said insurance and on the insurance provided for in Article XVII, Section XVII-3, above, hereof only for the period of time equal to such employee's accrued sick leave or for a period of six (6) months during disability, whichever is the greater.

Spouse Healthcare Eligibility – For all benefit eligible employees, if a member's spouse who is a full-time employee with another employer and who is eligible for medical coverage under their own employer's plan but elects not to enroll in that plan even if they have to pay for coverage, is NOT eligible for coverage under the City of Jackson's plan, except as provided as follows. A member's spouse may be put on the City of Jackson's plan as secondary once a copy of the primary insurance cards are received by the City of Jackson. If the premium share of the spouse's costs for their own employer's health insurance plan is more than \$1800 annually for single coverage or more than \$2400 annually for two person or family coverage, effective July 1, 2022, the spouse is not required to enroll in their employer's plan and shall be covered under the City of Jackson's plan. The spouse may be covered by the City of Jackson's plan upon becoming ineligible to be covered by the other source.

B. Duty Disability Retirees. Duty disability retirees are defined as those who are totally physically disabled to work, or who subsequently become totally physically disabled to work as a result of an illness or injury sustained in the course of their duties while employed by the City of Jackson and are eligible for immediate pension benefits pursuant to a City of Jackson Retirement Plan. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible). Non-Union Employees hired on or after December 11, 2012, shall participate in the Retiree Health Savings Account and shall not be eligible for traditional retiree health insurance plans. Non-Union employees hired before December 11, 2012, in a City sponsored the pension plan who retire on or after February 1, 2013, as a duty-disability retiree, may be eligible for retiree health insurance. Such insurance may also cover the spouse to whom the retiree is married to at the time of retirement if such spouse meets the City's spouse health insurance eligibility requirements and the insurance will cover the dependent children under twenty (26) years of age. The duty-disability retiree who retires on or after February 1, 2013, must pay a portion of the retiree health insurance premium as follows: Duty-disability retirees must have at least fifteen (15) years of service to be eligible for retiree health insurance and the retiree must pay the percentage of the premium share for retiree health insurance as is codified in Tables A in the Non-Duty Disability and Service Retiree sub-section in this Article. An employee who retires on a duty disability pension on or after July 1, 1979, and subsequently ceases to be covered by the City's insurance because of their employment or their 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 who is receiving retiree health insurance should expire, the retiree's surviving eligible spouse and/or dependent children may continue coverage while they remain eligible and while they continue to receive pension benefits. The cost of such continuation will be the responsibility of the survivor(s) and will be paid from the pension benefit on a payroll deduction basis and only applicable until the surviving spouse and/or dependent children have other health care benefits for which they are eligible. The applicable retiree and City premium share contributions shall continue in such cases where said survivors are eligible per policy.

C. Non-Duty Disability and Service Retirees.

1. General: Non-Union Employees hired on or after December 11, 2012, shall participate in Healthcare Savings Plan (HCSP) and shall not be eligible for traditional

retiree health insurance plans. The City will provide access to retiree health insurance for non-union employees hired before December 11, 2012, defined in Article XVII, Section XVII- 4.A., above, and who are members of a City sponsored pension plan, when they become non- duty disability and retirees according to the following table [including their spouses at the time of retirement (assuming their spouse meets the City's eligibility requirements and their dependent children under twenty-six (26) years of age], and as otherwise provided in this section. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible). The non- duty, duty-disability retiree or service retiree eligibility and retiree health insurance premium share contributions are as follows:

A. Non-Union Employees in a City sponsored pension plan hired before December 11, 2012

TABLE A

| <u>Non-Union Full-Time City Retiree Eligibility for Retiree Health Insurance</u>                                                                  | <u>Retiree Premium Share</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
|                                                                                                                                                   |                              |
| 35 years of service and any age                                                                                                                   | 20%                          |
| 27 years of service and 58 years of age                                                                                                           | 25%                          |
| 10 years of service and 65 years of age                                                                                                           | 30%                          |
| Duty disability retiree, must have at least 15 yrs. of full-time City service to be eligible for retiree health insurance                         | 30%                          |
| Non-duty disability retiree must have at least 20 yrs. of full-time City service and 60 years of age to be eligible for retiree health insurance. | 50%                          |

Footnote:

- ❖ Any employee with no less than 30 years of full time City service (non- reciprocal) as of April 1, 2016, who as of that date does not receive City health insurance may retire any point thereafter with the ability to receive City sponsored retiree health care upon losing coverage from a spouse. If said employee enters the City's health insurance plan between age 55 and 58 the premium share contribution would be 35%, if between age 59 and 61 the premium share would be 30% and after the age of 62 it would be 20%.
- ❖ Full time Local Government Service shall mean full time work performed or

pension service held for a city, village, township, county, or a subdivision thereof. (Jackson Housing Commission Employees are not eligible for City Healthcare Benefits)

- B. Non-Union Employees in a City sponsored pension plan hired before December 11, 2012, shall be subject to the following terms of eligibility for retiree health insurance in accordance with Table D below:

**TABLE B**

| Non-Union Full-Time City Retiree Eligibility for Retiree Health Insurance                                                                                                                                                                                                                                                                                 | Retiree Premium Share                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Prescription drug coverage limited to only three (3) years from retirement or until Medicare eligible, (whichever is less).                                                                                                                                                                                                                               | Retiree must pay the same premium share percentage for prescription drug coverage as they pay for retiree health insurance coverage.<br><br>When such retired employee reaches an age or otherwise becomes eligible for Medicare coverage, the City shall pay a maximum of \$325 per month for the retiree or \$450 for the retiree and spouse to purchase Medicare supplemental and prescription drug coverage. The retiree (and spouse at such time as they reach age 65) shall be removed from the City's insurance plan upon reaching age 65. |
| New Non-Union Employees Hired On or After December 11, 2012 - Eligible for Healthcare Savings Plan (HCSP) Only. No retiree health insurance shall be offered. City contributes \$1,750/yr., with \$100 inflationary adjustment every five (5) years. Employee contributes \$750/yr., with \$50 inflationary adjustment every five (5) years.              | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Non-Union Supervisory Contractual Employees hired on or after December 11, 2012 – Eligible for Healthcare Savings Plan Only. No retiree health insurance shall be offered. City contributes \$3,000/yr., with \$100 inflationary adjustment every five (5) years. Employee contributes \$350/yr., with \$50 inflationary adjustment every five (5) years. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|                                                                                                                                                                                                                                                                  |                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Medicare Eligibility – City to pay maximum of \$325 per month for retiree or \$450 for retiree and spouse to purchase Medicare supplemental and prescription drug coverage. Upon reaching Medicare age shall be removed from City's insurance plan at that time. | Retiree responsible for securing their own Medicare supplemental and prescription drug coverage with the City providing partial stipend as noted. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|



Non-Union ACT 345 managers (including the classifications of Director of Police and Fire Services, Assistant Director of Police and Fire Services – Fire Division, and Assistant Director of Police and Fire Services – Police Division) shall remain in the ACT 345 pension system and may be eligible for retiree health insurance. Active employees hired before July 1, 2012, and working in or promoted into a non-union ACT 345 manager classification will be eligible for retiree healthcare and the retiree premium share shall be in accordance with the table below. Such insurance may also cover the spouse to whom the retiree is married at the time of retirement if such spouse meets the City's spouse health insurance eligibility requirements, and the insurance will cover the dependent children under twenty (26) years of age.

| Years of Service | Retiree Healthcare Premium Share |
|------------------|----------------------------------|
| 25-29            | 30%                              |
| 30               | 20%                              |

Non-Union Retirements On or Before December 2012 – Non-union employees in a City sponsored pension plan who retire ON OR BEFORE December 11, 2012, or who retire between December 11, 2012 and January 31, 2013, shall pay 10% of the retiree health insurance/prescription drug/Medicare supplement premium share effective July 1, 2013; shall pay 15% of the retiree health insurance/prescription drug/Medicare supplement premium share effective 7/1/2014; and shall pay 20% of the retiree health insurance/prescription drug/Medicare supplement premium share effective July 1, 2015. Such retirees who are paying 20% or more for retiree premium share will continue to pay at that premium share level. Such retirees will also have their Medicare stipend paid by the City amended to \$325 per month for retirees or \$450 for the retiree and spouse effective February 1, 2013. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash- in-lieu of health benefits for any non-union employee or non-union retiree (if eligible).

Deferred Retirement — Employees who terminate service before they are eligible to receive a City of Jackson service retirement pension, for a reason other than disability, (i.e., “deferred retirees”) are not eligible to participate in any health insurance plan provided by the City to its retirees until the date in which they can draw retirement benefits. To be eligible for health insurance benefits as a service retiree, non-duty disability retiree or duty- disability retiree, the employee must acquire the minimum years of service credit as stipulated in the relevant sections of this policy, excluding service credit earned pursuant to the application of the Reciprocal Retirement Act (MCL 38.1101, et seq.) and excluding service time purchased pursuant to the Employee Retirement System ordinance (Jackson City Code, 2-501, et seq.).

The applicable insurance coverage and the City's liability to pay its portion of the premium shall cease if the retired employee accepts employment with another employer who provides health insurance coverage or if the retired employee's spouse is/was employed and the spouse's employer provides health insurance coverage. An eligible retiree may reenter the City-provided insurance program if they discontinues City-provided insurance because they was eligible for insurance coverage through their employment or their spouse's employment, and such other insurance coverage is

subsequently terminated.

If a retiree who is receiving retiree health insurance should expire, the retiree's surviving eligible spouse and/or dependent children may continue coverage while they remain eligible and while they continue to receive pension benefits. The cost of such continuation will be the responsibility of the survivor(s) and will be paid from the pension benefit on a payroll deduction basis. The applicable retiree and City premium share contributions shall continue in such cases.

4. NON-UNION RETIREE OPT-OUTS (Cash-in-lieu) OF RETIREE HEALTH INSURANCE - Effective February 6, 2013, all non-union employees eligible for retiree health insurance, regardless of date of retirement, who are pre-age 65, who must opt-out if they have other comparable coverage available to them, will receive the following opt-out payment: Single opt-out is \$2,500 per year; Two- person opt-out is \$2,850 per year, or Family Opt-out is \$3,200 per year. The annual opt-outs are prorated and paid on a per month basis. This applies to non-union employees retiring from the City under any City sponsored pension systems. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible).

Section XVII-5. Long Term Disability. The City agrees to furnish and pay for the cost of a Long-Term Disability Policy for all employees effective July 1, 1997, or as soon thereafter as processing will allow. The benefit level shall be sixty percent (60%) of each employee's salary, with a benefit duration to age 65, and shall include a ninety (90) day elimination period. Such policy shall be "guaranteed issue," subject to the 3/12 preexisting condition clause, with the exact terms and conditions of the policy subject to availability within the market place.

Section XVII-6. Director of Police and Fire Services, Assistant Director of Police and Fire Services – Fire Division, and Assistant Director of Police and Fire Services – Police Division. Wages, benefits, and terms and conditions of employment for the positions of Director of Police and Fire Services, Assistant Director of Police and Fire Services – Fire Division, and Assistant Director of Police and Fire Services – Police Division shall be in accordance with this Personnel Policy and shall not be tied to any collective bargaining agreement. The City reserves and retains the unilateral right to amend, modify, change, add to or terminate any benefit level, employer contribution, employee contribution or co-pay, premium, benefit plan, or cash-in-lieu of health benefits for any non-union employee or non-union retiree (if eligible).

## **ARTICLE XVIII – WORKERS' COMPENSATION ADMINISTRATIVE PROCEDURES**

All workers' compensation claims as submitted by City employees shall be processed under the guidelines of the Michigan Workers' Compensation Act.

Section XVIII-1 - Reporting of Incidents. When an employee is injured, the employee's supervisor or department representative shall contact the Personnel and Labor Relations Department via telephone. The Human Resources Department will contact the medical clinic to give authorization for treatment and let them know that the injured employee will be coming in. If an employee is injured after hours when the clinic is not open, the employee may be taken to the hospital for treatment. The department will then notify the Human Resources Department of the injury via telephone on the first working day following the incident.

Section XVIII-2 - Life-Threatening Injuries. When an employee is involved in a serious or life- threatening injury, they will be transported immediately to the hospital. The employee's department will notify Human Resources as soon as possible following the incident.

Section XVIII-3 - Written Employee Incident/Injury Report. A written "Incident/Injury Report" shall be completed by the employee's department and forwarded to the Human Resources Department within five (5) working days of the incident. This report is needed in order to assure a timely filing of the workers' compensation claim with the insurance company.

Section XVIII-4 – Employee's Time off Due to Injury/Illness. The employee and/or department shall keep the Human Resources Department up to date on the following: Time off work due to workers' compensation injury/illness; return to work date; and days worked on light duty.

Section XVIII-5 - Prescriptions for Work-Related Injuries. Not all pharmacies will accept workers' compensation claims. Employees should contact the Human Resources Department for a referral to an appropriate pharmacy.

Section XVIII-6 -Medical Reports/Bills - The original of all medical reports and bills for services shall be forwarded to the Human Resources Department which will in turn forward same to the workers' compensation insurance carrier. Employees are responsible for informing any medical provider that an incident is work related. Work related incidents shall not be charged to an employee's health care insurance (i.e., BC/BS or HMO).

REF: ARTICLE XV, Section XV-4 - Disability Leave.

## **ARTICLE XIX - PERSONALLY OWNED AUTOMOBILE**

Section XIX-1. Automobile Allowance. An officer or employee of the City who is required and specifically authorized by the City Manager to use their personally owned automobile in the conduct of City business shall be paid, therefore, in accordance with Administrative Regulations as established by the City Manager. The City Manager may, at their discretion, increase the mileage allowance to equal, but not exceed, any mileage allowance determined by the Internal Revenue Service as an appropriate amount for tax purposes.

## **ARTICLE XX – HARASSMENT**

Section XX–1. Policy Against Harassment. All City employees and potential employees are entitled to be treated with dignity and respect in the workplace. More specifically, City employees and potential employees are entitled to work in an environment that is free of intimidation, humiliation, insult and offensive acts or speech based on race, color, national origin, religion, age, gender, disability, pregnancy, height, weight, sexual orientation, marital and other legally protected status.

Every City employee is responsible to avoid personal conduct that violates this policy, to participate in periodic training regarding prohibited harassment and discrimination, and to act to eliminate all forms of prohibited harassment and discrimination in the course of employment. In most circumstances, a City employee who believes they are being harassed in violation of this policy will be expected to advise the harasser that their conduct is offensive and/or ask that the conduct be stopped.

Every supervisor is responsible to be vigilant in identifying conduct that may reasonably be identified as prohibited harassment or discrimination within their area of responsibility, to coach subordinates to avoid behaviors that may reasonably be perceived as harassment or discrimination, to investigate alleged harassment or discrimination within their area of responsibility, and to take appropriate corrective action when improper harassment or discrimination has taken place.

The City administration will schedule periodic training for all employees regarding respectful workplace expectations and illegal discrimination and harassment. Allegations of illegal discrimination and harassment by and toward City employees will be investigated in a fair, impartial and expeditious manner. Supervisors and department heads who are investigating allegations of prohibited harassment or discrimination will be provided support by the Director of Human Resources and/or the City Manager/designee. In those instances, in which a violation is substantiated, immediate action will be taken to remedy the situation and prevent its recurrence. Additionally, the City administration will act to prevent retaliation toward any individual who files a complaint of, or participates in an investigation related to, discrimination or harassment as defined in this policy.

Employees who violate this policy will be subject to discipline, up to and including discharge.

### Section XX–2. Definitions.

Discriminate: to base employment decisions related to opportunities, benefits, privileges, working conditions, or evaluation standards in whole or in part on the person's race, creed, color, sex, age (40 and older), religion, national origin, citizenship, ancestry, pregnancy, sexual orientation, gender identity, gender expression, family medical history and genetic information, physical and mental disability, military & veteran status, arrest record, marital status, height, or weight as required by applicable law. Prohibited discrimination does not include some employment actions based on a protected status, such as: efforts to recruit a diverse pool of qualified applicants, accommodations made for temporary or permanent disabilities, job assignment restrictions for minors, or preferences in some positions for multi-lingual candidates.

Harass: verbal or physical conduct designed to threaten, intimidate or coerce based on a protected status.

Harassment includes verbal taunting which impairs an employee's ability to perform their job. Examples of inappropriate verbal conduct include racial or ethnic slurs, verbal abuse or kidding of a sexual nature, including comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes," or any other tasteless, sexual comment, innuendo or action. Examples of inappropriate non-verbal and physical conduct include distribution (including by e-mail), display or discussion of any written or graphic material that ridicules, denigrates, insults or otherwise shows hostility or aversion toward an individual or group because of a protected status. Inappropriate physical conduct could include pushing, blocking or otherwise physically intimidating an employee based upon a legally protected status.

**Hostile Work Environment:** Conduct may produce a hostile work environment if the conduct has the purpose or effect of unreasonably interfering with an employee's work performance (e.g., reduces personal productivity or time available to work at assigned tasks) or creating an intimidating or offensive work environment.

**Sexual Harassment:** includes unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or (3) the conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive work environment (i.e., "hostile work environment"). Examples of unwelcome sexual advances include patting, pinching, pushing against, hugging, cornering, kissing, fondling, or any other similar physical contact. Examples of requests for sexual favors include subtle or blatant expectations, pressures or requests of a sexual nature.

### Section XX-3. Complaint Process.

#### A. Reporting an Incident –Victim

When an employee believes they are the victim of prohibited harassment or discrimination, the employee is strongly encouraged to tell the offending party/parties that the conduct is offensive and unwelcome. In some situations, the employee will achieve their desired result based on this action alone. The affected employee is also strongly encouraged to document all incidents of harassment or discrimination as soon as practical after they occur, including identifying other possible witnesses, in order to facilitate investigation of the employee's complaint. It is helpful if the employee drafts a written complaint before speaking with a supervisor or administrator; otherwise, the employee will be required to sign a written complaint shortly after orally reporting ~~the allegations~~ the allegations.

The complaint may be filed with any of the following:

1. Employee's immediate supervisor
2. Another supervisor in the employee's "chain of command"
3. Employee's department head
4. Director of Human Resources
5. City Manager or Assistant City Manager/Operations
6. Michigan Department of Civil Rights
7. U.S. Equal Opportunity Commission

#### B. Reporting an Incident –Observer

When an employee observes prohibited harassment or discrimination toward another City employee, the witnessing employee is strongly encouraged to document all related information as soon as practical, including the identities of the victim(s) and other possible witnesses, in order to facilitate investigation of the complaint. The observer should then relay all relevant information to any of the following:

1. Employee's immediate supervisor
2. Another supervisor in the employee's "chain of command"

3. Employee's department head
4. Director of Human Resources
5. City Manager or Assistant City Manager/Operations

NOTE: Supervisors and department heads are encouraged to consult with the Director of Human Resources or the Assistant City Manager/Operations for assistance in conducting a fair and comprehensive investigation.

C. Investigation

The investigator will assist the complainant to provide a written complaint, if one has not been provided. The investigator will speak with the injured persons, identified witnesses, and the alleged wrongdoer. If available, documentary evidence will be reviewed and preserved (such as emails, video or audio tapes, cell phone records, etc.). If appropriate, the investigator will observe the area in which the alleged misconduct occurred. The investigator will summarize the findings and share them with the appropriate administrator for final action.

D. Confidentiality

Employees may request confidentiality when making an inquiry about potentially filing a complaint (so long as specific details about the alleged misconduct are not provided), when asking general questions about this policy, or related nonspecific matters, and those requests will be honored to the fullest extent possible. Employees may also confidentially seek advice on handling uncomfortable work situations or relationships through the Employee Assistance Program.

Confidentiality and anonymity cannot be guaranteed if the complainant provides specific details about alleged misconduct or wants the administration to take some corrective or disciplinary action. The employer will attempt to ensure individuals who are part of the investigation and decision-making processes exercise appropriate discretion within the context of the employer's legal obligation to act upon the charge of prohibited discrimination or harassment. While meeting that obligation, the employer will take into consideration the nature of the information provided, the privacy of the individuals involved, and the wishes of the complainant.

E. Retaliation

Retaliation against any employee for filing a harassment or discrimination complaint is prohibited. Retaliation against any employee or other person assisting, testifying or participating in the investigation of a harassment or discrimination complaint is prohibited. Employees who have engaged in retaliation prohibited by this policy will be subject to discipline, up to and including discharge.



## **ARTICLE XXI – PENSION IMPROVEMENTS**

Section XXI-1. Retirement Plan Eligibility. Unless noted to the contrary within this policy and/or in an employment agreement, all employees eligible for membership in the City of Jackson Employees Retirement System (ERS) or other comparable City sponsored plans shall come under the terms of said Retirement System and the following table:

The age and service conditions for voluntary retirement are as follows:(1)[Non-union benefit group general.] The table below applies to non-union benefit group general but does not include those members of non-union benefit group general who have elected deferred retirement prior to the effective date of this section.

|                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------|
| 10 years of service and 65 years of age                                                                                                 |
| 27 years of service and 58 years of age                                                                                                 |
| 35 years of service and any age                                                                                                         |
| *Because of the Reciprocal Retirement Act of 1961, years of service shall include employment by any city, village, township, or county. |

Those employees who separate city service with less than a full-service retirement and defer their retirement benefits may do so until their retirement age requirement.

| Hire Date                                            | Minimum years of age in order to draw a deferred retirement benefit |
|------------------------------------------------------|---------------------------------------------------------------------|
| Hired prior to December 31, 2011                     | 56                                                                  |
| Hired between January 1, 2012, and December 31, 2017 | 60                                                                  |
| Hired between January 1, 2018, and December 31, 2023 | 64                                                                  |
| After January 1, 2024                                | 68                                                                  |

Section XXI-2. Full-time non-union employees hired before July 1, 2012, shall participate in the City's Employees Retirement System (ERS), a defined benefit pension plan, with a 2.0% pension multiplier unless they have an at will employment agreement that states otherwise. The deduction for pension purposes shall be a city contribution rate of 12.04% and a rate of 7.5% as of July 1, 2024.

Full-time non-union non-contract employees hired on or after July 1, 2012, shall participate in the ERS defined benefit (DB) plan with a 1.25% pension multiplier and shall also participate in the City's Municipal Employees Retirement System (MERS) defined contribution (DC) pension plan, thus participating in a hybrid pension plan. The City shall contribute 4% on behalf of the non-union employee with the employee contributing a minimum of 4% up to 20% to the DC pension plan. Full-time at will contractual employees who are appointed by the City Manager and who are offered a pension plan, shall be offered hybrid pension plan consistent with this section of

the Personnel Policy unless their employment agreement states otherwise. The deduction for pension purposes shall be a city contribution rate of 12.04% and a non-union employees' contribution for the DB portion of the hybrid plan shall be 5.50% as of July 1, 2024.

The above deduction levels in this section may change as per the yearly valuation of the Actuary but that amount is subject to final City Council approval.

Employees covered by a collective bargaining agreement shall be governed by terms of the applicable collective bargaining agreement for pension purposes.

Section XXI-3. Effective July 14, 2015 , the calculation of the Final Average Compensation (FAC) shall be as follows:

Hired before December 31, 1996: The average of the employee's last three (3) consecutive years of credited service.

Hired on or after January 1, 1997, and before June 30, 2012: The average of the employee's last four (4) consecutive years of credited service.

Hired on or after July 1, 2012, and before December 31, 2016: The average of the employee's last six (6) consecutive years of credited service.

Any employee hired on or after January 1, 2017: the average of the employees last eight (8) consecutive years of service.

Any employee hired on or after January 1, 2018: the average of the employees last nine (9) consecutive years of service.

Any accrued sick time, vacation time, and overtime shall not be counted towards the final average compensation.

Section XXI-4 Pension Cap. The maximum annual pension amount for all employees governed by the Personnel Policy shall be:

| General Employee Retirement Plan Employees<br>(Hired before June 30, 2012) |                                     | Hybrid Pension Plan Employees (Hired on or after<br>July 1, 2012) |                                     |
|----------------------------------------------------------------------------|-------------------------------------|-------------------------------------------------------------------|-------------------------------------|
| Years of Service                                                           | Pension Cap as<br>percentage of FAC | Years of Service                                                  | Pension Cap as<br>percentage of FAC |
| Over 10 and less than<br>20                                                | 35%                                 | Over 10 and less than<br>20                                       | 24%                                 |
| Over 20 and less than<br>25                                                | 47%                                 | Over 20 and less than<br>25                                       | 28%                                 |
| Over 25 and less than<br>30                                                | 54%                                 | Over 25 and less than<br>30                                       | 32%                                 |
| Over 30 and less than<br>32                                                | 62%                                 | Over 30 and less than<br>35                                       | 41%                                 |
| Over 32 and less than<br>35                                                | 68%                                 | 35 and less than 40                                               | 45%                                 |

|                          |     |                     |     |
|--------------------------|-----|---------------------|-----|
| Over 35 and less than 36 | 70% | 40 and less than 45 | 47% |
| Over 36 and less than 38 | 71% |                     |     |
| Over 38                  | 73% |                     |     |

## **ARTICLE XXII – INFORMATION TECHNOLOGY POLICIES**

Section XXII-1. Software Licenses. All users of City-owned information technology equipment will abide by licensing agreements that the City has entered into with software manufacturers. No software will be installed on a City computer without written permission of the designated Manager in the MIS Department.

Section XXII-2. Software Standardization. Software standards will be established by the MIS Department to maximize the compatibility of data exchange between City computers and to ensure cost effective interdepartmental communications and other exchanges.

Section XXII-3. E-Mail Use. The City of Jackson e-mail system was established for City of Jackson business, and there is no right to privacy for users of the City's e-mail system, except as a particular message may be exempt from disclosure pursuant to the Freedom of Information Act. The City Manager will establish and enforce standards for users of the City's e-mail system. If an official, employee or volunteer uses the e-mail system for personal matters, the use must be *de minimas* and meet the same standards established for professional use.

Section XXII-4. Internet Use. The City of Jackson internet system was established to support performance of City business, and there is no right to privacy for users of the City's internet system. The City Manager will establish and enforce standards for users of the City's internet system. If an official, employee or volunteer uses the internet system for personal matters, the use must be *de minimas* and meet the same standards established for professional use.

Section XXII-5. Misuse of Information Technology. The use of City-owned information technology is a privilege that may be revoked. Misuse and/or abuse of City-owned technology may result in disciplinary action and/or referral to law enforcement authorities for legal intervention.

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## **APPENDIX B – DEFINITION OF TERMS/WORD USAGE**

- Anniversary Date – The annual anniversary date of continuing employment with the City as a regular full-time employee.
- City Sponsored Pension Plan/System – Shall include the defined benefit plan, defined contribution plan, the hybrid system, or any other pension system offered to a full time City employee.
- Classification Plan - A listing of the positions in the City government group by job classifications.
- Common Labor Group – Any non-department and/or division head position.
- Compensation - Monetary exchange for services rendered to the City by an employee and including longevity pay (if applicable).
- Compensatory Time - Time off the job in lieu of overtime for exempt employees for time worked beyond forty (40) hours per week.
- Demotion - A change in employment status from a position in one job classification to a position in another job classification having a lower maximum salary limit than the original job classification.
- Department Head - Those employees of the City in charge of an established City department.
- Discipline - Corrective action taken by supervisory personnel to change or control the behavior of subordinate employees.
- Dismissal - Permanent separation from City service for inefficiency, misconduct, repeated infractions of the rules or other just cause.
- Employee - Those persons in the employ of the City of Jackson who are covered by these rules in whole or in part.
- Employee Organization - Any formally recognized employee group engaged in collective bargaining with the City which results in a ~~written contract~~ [written contract](#).
- Exempt Employees - As defined by the Fair Labor Standards Act.
- Full time Local Government Service – Full time work performed for, or pension service achieved for a city, village, township, county, or a subdivision thereof.
- Grievance – Any at will non-union employee complaint including, but not limited to an allegation that a provision of this Personnel Policy has been violated.

- Disabled Person - Anyone who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.
- Immediate Family – Unless otherwise specified, it shall include parents, spouse, children, brothers, sisters, grandparents, grandchildren and immediate in-laws.
- Job Classification - A group of positions sufficiently alike in duties, authority, and responsibility to justify the same title, qualifications, and payscale.
- Layoff - The temporary or permanent separation of an employee as the result of the abolishment of the position or the reduction of work.
- Narcotics - Substances defined as narcotic by state and/or federal regulations and not prescribed by a qualified physician.
- Non-Exempt Employees - As defined by the Fair Labor Standards Act.
- Non-Union Employees - Employees who are not represented by an Employee Organization.
- Overtime - Time worked beyond eight (8) hours per day or forty (40) hours per week for hourly employees and for which they can expect time-and-one-half their hourly rate of pay.
- Overtime Exempt - Employees who are not granted overtime pay for hours worked in excess of forty (40) hours per week.
- Part-Time Employee – Employees who regularly work not less than twenty (20) but no more than 29 hours per week.
- Performance Appraisal - A report form filled out by the immediate supervisor of an employee rating the employee's quantity and quality of work and work attitudes.
- Position - A group of duties and responsibilities assigned or delegated by the City Manager requiring a full-time or part-time employee.
- Probation - A working test of the abilities of an employee to carry out the responsibilities of a position.
- Probationary Employee - An employee who has not yet completed the required probationary period.
- Qualified Person with a Disability - A person who, with reasonable accommodation, can perform the essential function of the job in question.

- Regular Full-Time Employee - An employee who is scheduled to work the standard work week of a department, holds title to a Full-Time position, and whose employment is expected to continue in duration.
- Seasonal Employee - An employee appointed for a limited period of time - especially one hired for a specific season of the year.
- Supervisor - An individual with the authority to assign, direct and review the work of subordinates.
- Suspension - Temporary separation from City service with or without pay for disciplinary reasons.
- Temporary Employee - One who is appointed for a twelve (12) month or less period and not holding title to a position.
- Vacancy - A position duly created by the City Council, established in the budget, and not currently occupied by an incumbent.
- Verbal Reprimand - A verbal rebuke given to an employee by a supervisor for infractions of the rules.
- Workers' Compensation - Compensation for a disability or death as a result of personal injury suffered in the course and scope of employment; or disability or death due to an occupational disease contracted in the course and scope ~~of employment~~ [of employment](#).
- Written Reprimand - A written statement prepared by an employee's supervisor stating an infraction of the rules by the employee and providing pertinent information about the infraction.

## **WORD USAGE**

- The words "shall" or "will" are to be construed as mandatory and the word "may" as permissive.
- The masculine gender shall be construed to include the feminine gender.

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**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 22, 2025

**SUBJECT:** Approval of the purchase for 2,430 Sensus SmartPoint MXU Radio Reading Devices from ETNA Supply

---

**Recommendation:**

Approval of the purchase for 2,430 Sensus SmartPoint MXU Radio Reading Devices from ETNA Supply of Grand Rapids in the amount of \$398,520 and approval of the Resolution to amend the budget for Fiscal Year 2025/26 to fund the purchase.



## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Mike Osborn, Director of Public Works

**DATE:** July 22, 2025

**RECOMMENDATION:** Approval of the purchase for 2,430 Sensus SmartPoint MXU Radio Reading Devices from ETNA Supply of Grand Rapids in the amount of \$398,520 and approval of the Resolution to amend the budget for Fiscal Year 2025/26 to fund the purchase.

### ISSUE STATEMENT

The City's Public Works Department Water Division utilizes meters to accurately track the usage of each water and sewer service and calculate the bills of its customers. This purchase, budgeted initially for Fiscal Year 2024/25, would enable the City to proceed with installing MXU radio reading devices at over 2,400 properties, allowing for remote meter readings without requiring an employee to visit each property in person. It would enable the system's infrastructure to be upgraded, allowing for "real-time usage data" to be accessed at the touch of a button in the office, as well as the ability to convert the system to monthly billing.

### DESCRIBE THE CONSEQUENCES

This upgrade to MXU devices is crucial for delivering the best and most accurate information and services to our customers. This would enable the system's conversion to monthly billing, as remotely reading meters is far more efficient. Currently, the City of Jackson sends four (4) employees out to all properties for one week every month to manually read the customers' meters. This takes away the ability for those employees to focus on more crucial work, such as potholes, tree removal and trimming, or any other water system-related needs.

### OWNERSHIP

The City has been moving forward with upgrades to its water and sewer metering systems over the past several years, as new technology has emerged to enhance efficiency. This would enable the City to make a significant leap forward with more accurate monthly billing. This purchase from ETNA Supply in the amount of \$398,520 is to be funded with a contribution from the General Fund to the Water Equipment Replacement Fund. ETNA Supply is the sole source distributor of Sensus metering equipment in Michigan's lower peninsula.

Approval of the resolution to amend the budget for Fiscal Year 2025/26 would reallocate the original funding for this project, originally approved by the City Council in the Fiscal Year

2024/25 budget on May 27, 2025. As the City's Public Works Department was awaiting a quote for this purchase from ETNA Supply in early June and was unable to turn around the purchase request to City Council in time for the June 10th meeting, a budget amendment is needed in the new fiscal year to secure the funding source.

### **SOLUTION**

These MXU radio read devices are installed and in use at nearly half of the City's customers' homes. This additional purchase of 2,430 devices would increase this to approximately two-thirds of our customers. Once these radio reading devices are installed, the city can explore the feasibility of converting its customers to a monthly billing system.

### **FACILITATE IMPLEMENTATION**

Approve the purchase of 2,430 Sensus SmartPoint MXU Radio Reading Devices from ETNA Supply of Grand Rapids in the amount of \$398,520 and approve the Resolution to amend the budget for Fiscal Year 2025/26 to fund the purchase

---

### **ATTACHMENTS**

1. Budget Amendment Resolution\_7-2025\_v2
2. ETNA - Sole Source (2024-05)
3. S106311648-0001

# RESOLUTION

**BY THE CITY COUNCIL:**

**WHEREAS**, the City adopted the amended 2025/26 Budget on May 27, 2025; and

**WHEREAS**, funds in the amount of \$410,000 were budgeted in the General Fund for the fiscal year 2024/25 as a contribution to the Water Equipment & Replacement Fund for the purchase of MXU radio reading devices; and

**WHEREAS**, the purchase was not completed by the end of fiscal year 2024/25; and

**WHEREAS**, sufficient funds exist in the General Fund to contribute to the Water Equipment & Replacement Fund for the purchase of the MXU radio reading devices in fiscal year 2025/26.

**NOW, THEREFORE, BE IT RESOLVED**, that the fiscal year 2025/26 budget be amended as follows:

|                                                              |    | <u>Increase</u> | <u>Decrease</u> |
|--------------------------------------------------------------|----|-----------------|-----------------|
| <b><u>GENERAL FUND</u></b>                                   |    |                 |                 |
| <b>REVENUES:</b>                                             |    |                 |                 |
| 101-000-000-699.000 Appropriations from General Funds        | \$ | 410,000         |                 |
|                                                              | \$ | 410,000         | \$ -            |
| <b>EXPENDITURES:</b>                                         |    |                 |                 |
| 101-965-000-995.402 Cont.-Water Equipment & Replacement Fund | \$ | 410,000         |                 |
|                                                              | \$ | 410,000         | \$ -            |
| <b><u>WATER EQUIPMENT &amp; REPLACEMENT FUND</u></b>         |    |                 |                 |
| <b>REVENUES:</b>                                             |    |                 |                 |
| 402-000-000-699.101 Cont. - General Fund                     | \$ | 410,000         | \$ -            |
|                                                              | \$ | 410,000         | \$ -            |
| <b>EXPENDITURES:</b>                                         |    |                 |                 |
| 402-000-000-985.001 Meters                                   | \$ | 410,000         | -               |
|                                                              | \$ | 410,000         | \$ -            |

\*\*\*\*\*

**IN WITNESS WHEREOF**, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan, on this 23rd day of July, 2025.

\_\_\_\_\_  
Andrea Muray, City Clerk

May 31, 2024

To whom it may concern,

Sensus USA, Inc is pleased advise that ETNA Supply of Grand Rapids, MI is the exclusive Authorized Distributor / Value Added Reseller (VAR) of Sensus products and services in the state of Michigan limited to east of Highway 41 in the upper peninsula and all downstate.

Please contact your ETNA representative for all your Sensus needs.

If there are any questions, please do not hesitate to contact me.

Sincerely,



Thomas E. Maselko  
Regional Sales Director – Northeast Region



ETNA SUPPLY - GRAND RAPIDS  
4901 CLAY AVENUE SW  
GRAND RAPIDS, MI 49548-3038  
616 241 5414  
Fax 616 241 4786



## Quotation

| QUOTE DATE                                                                                 | QUOTE NUMBER |
|--------------------------------------------------------------------------------------------|--------------|
| 06/06/2025                                                                                 | S106311648   |
| ETNA SUPPLY<br>PO BOX 772107<br>DETROIT, MI 48277-2107<br>P-616 248 9182<br>F-616 245 9940 | PAGE NO.     |
|                                                                                            | 1 of 1       |

QUOTE TO:

SHIP TO:

JACKSON CITY OF DPW  
161 W MICHIGAN AVE  
JACKSON, MI 49201-1315

JACKSON CITY OF DPW  
521 WATER ST  
JACKSON, MI 49203-1997

| CUSTOMER NUMBER                                                                                                                                                                                                                                                                                                                                                                                                    |           | JOB NAME / PO NUMBER                                                                                                                                                                                                |          | JOB NAME / RELEASE NUMBER |          | SALESPERSON      |             |                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------|----------|------------------|-------------|----------------|
| 22768                                                                                                                                                                                                                                                                                                                                                                                                              |           |                                                                                                                                                                                                                     |          |                           |          | Jason McClanahan |             |                |
| WRITER                                                                                                                                                                                                                                                                                                                                                                                                             |           |                                                                                                                                                                                                                     | SHIP VIA |                           | TERMS    |                  | EXPIRE DATE | FREIGHT EXEMPT |
| Rolly Olney                                                                                                                                                                                                                                                                                                                                                                                                        |           |                                                                                                                                                                                                                     |          |                           | NET 25TH |                  | 06/05/2025  | Yes            |
| LINE#                                                                                                                                                                                                                                                                                                                                                                                                              | ORDER QTY | DESCRIPTION                                                                                                                                                                                                         |          |                           |          | UNIT PRICE       |             | EXT PRICE      |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                  | 783ea     | SMARTPOINT 510M WU 1-PORT (LEAK);<br>SENSUS MODEL 510M SINGLE PORT M2<br>METER TRANSCEIVER UNIT NON- PIT<br>VERSION WIRED UNIT INTREGAL<br>TOUCHREAD HOURLY READS LEAK<br>DETECTION 5396353751202MI<br>Pn: 72746    |          |                           |          | 164.000/ea       |             | 128412.00      |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                  | 1080ea    | SMARTPOINT 510M WU 1-PORT (LEAK);<br>SENSUS MODEL 510M SINGLE PORT M2<br>METER TRANSCEIVER UNIT NON- PIT<br>VERSION WIRED UNIT INTREGAL<br>TOUCHREAD HOURLY READS LEAK<br>DETECTION 5396353751202MI<br>Pn: 72746    |          |                           |          | 164.000/ea       |             | 177120.00      |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                  | 567ea     | SMARTPOINT 510M TC 1-PORT (LEAK);<br>SENSUS MODEL 510M SINGLE PORT M2<br>METER TRANSCEIVER UNIT NON-PIT<br>VERSION TOUCHCOUPLE INTREGAL<br>TOUCHREAD HOURLY READS LEAK<br>DETECTION<br>5396353751201MI<br>Pn: 21752 |          |                           |          | 164.000/ea       |             | 92988.00       |
| This Quotation is expressly conditioned and controlled by Seller's standard terms and conditions of sale found at www.etnasupply.com/tcsale. All other terms are expressly rejected. To the extent there is a conflict between any of the terms appearing on the face of this Quotation and ETNA's Standard Terms, the terms appearing on the face of the Quotation control. TAXES ARE NOT INCLUDED ON THIS QUOTE! |           |                                                                                                                                                                                                                     |          |                           |          | Subtotal         |             | 398520.00      |
|                                                                                                                                                                                                                                                                                                                                                                                                                    |           |                                                                                                                                                                                                                     |          |                           |          | S&H Charges      |             | 0.00           |
|                                                                                                                                                                                                                                                                                                                                                                                                                    |           |                                                                                                                                                                                                                     |          |                           |          | Amount Due       |             | 398520.00      |

THIS QUOTE HAS BEEN PREPARED BASED ON OUR INTERPRETATION OF THE PROJECT DOCUMENTS PROVIDED. WE RESERVE THE RIGHT TO REVIEW AND AMEND QUOTATION PRICES IN THE EVENT PROJECT DOCUMENTS PROVIDED ARE

THIS QUOTE HAS BEEN PREPARED BASED ON OUR INTERPRETATION OF THE PROJECT DOCUMENTS PROVIDED. WE RESERVE THE RIGHT TO REVIEW AND AMEND QUOTATION PRICES IN THE EVENT PROJECT DOCUMENTS PROVIDED ARE INCOMPLETE, UNCLEAR OR CONTAIN CONFLICTING INFORMATION.

Prices are firm for -1 days. Price subject to change after -1 days.



**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** July 22, 2025  
**SUBJECT:** Approve the sale of 110 W Michigan Ave for \$165,000

---

**Recommendation:**

Approve the sale of 110 W Michigan Ave to the Michigan Theatre of Jackson for a price of \$160,000 and authorize the City Manager and City Attorney to sign all sale documents associated with the Property Transfer and to make minor modifications.

I recommend approval of the sale.

## **PURCHASE AND SALE AGREEMENT**

**This Purchase and Sale Agreement** ("Agreement") is entered into as of the \_\_, day of June, 2025, by and between the **City of Jackson, Michigan**, a Michigan municipal corporation whose address is 161 W. Michigan Avenue, Jackson, MI 49201 ("Seller"), and the **The Michigan Theatre of Jackson, Inc.** a Michigan non-profit corporation ("Purchaser") whose address is 124 N. Mechanic St., Jackson, MI 49201.

### **1. PROPERTY**

Subject to the terms and conditions of this Agreement, Seller agrees to sell, and Purchaser agrees to purchase, the real property more particularly depicted and described on Exhibits A and B attached hereto, commonly known as "City of Jackson Parking Lot #14", located in the City of Jackson, Jackson County, Michigan (the "Property"), including all improvements, easements, rights, and appurtenances thereto.

### **2. PURCHASE PRICE**

The purchase price for the Property shall be **\$160,000** (the "Purchase Price"), payable as follows:

- A deposit of \$1,000 upon execution of this Agreement, to be held in escrow by American Title Company of Jackson, 280 W. Cortland Street, Jackson, MI 49201 applied to the Purchase Price at closing.
- The balance of the Purchase Price, in immediately available funds, shall be paid at Closing.

### **3. CLOSING**

The closing of the transaction ("Closing") shall take place on or before July 30, 2025 at the offices of American Title Company, or at such other time and place as the parties may agree in writing.

### **4. TITLE AND CONVEYANCE**

At Closing, Seller shall convey good and marketable title to the Property to Purchaser by warranty deed, subject only to:

- Taxes not yet due and payable;
- Easements and restrictions of record which do not materially impair the current municipal use of the Property; and
- Any other exceptions agreed upon in writing by Purchaser.

Seller shall provide a commitment for title insurance at least thirty (30) days prior to Closing.

### **5. DUE DILIGENCE**

Purchaser shall have a period of 30 days following the execution of this Agreement ("Due Diligence Period") to conduct all inspections, surveys, environmental assessments, and other

evaluations of the Property as Purchaser deems necessary. Seller shall provide reasonable access to the Property for such purposes.

If Purchaser is not satisfied with the condition of the Property, Purchaser may terminate this Agreement prior to the expiration of the Due Diligence Period by written notice to Seller, whereupon all deposits shall be returned to Purchaser and neither party shall have further obligations hereunder.

## **6. REPRESENTATIONS AND WARRANTIES**

Seller represents and warrants to Purchaser that:

- Seller is the sole owner of the Property and has full authority to enter into this Agreement;
- There are no pending legal actions or claims against the Property; and
- To the best of Seller's knowledge, the Property is not in violation of any environmental laws.

Purchaser acknowledges that, except as expressly set forth in this Agreement, Seller makes no representations or warranties, express or implied, as to the condition of the Property.

## **7. CLOSING COSTS**

Each party shall bear its own legal and professional fees. Transfer taxes, recording fees, and title insurance premiums shall be paid as follows:

- Transfer taxes (if any): EXEMPT
- Recording fees: paid by Purchaser;
- Title insurance: paid by Seller.

## **8. POSSESSION**

Possession of the Property shall be delivered to Purchaser at Closing, free of all tenancies or occupants.

## **9. DEFAULT**

If Purchaser defaults, Seller may retain the deposit as liquidated damages. If Seller defaults, Purchaser may seek specific performance or refund of the deposit.

## **10. MISCELLANEOUS**

- **Governing Law:** This Agreement shall be governed by the laws of the State of Michigan.
- **Entire Agreement:** This Agreement contains the entire understanding between the parties and may only be modified in writing.
- **Notice:** All notices under this Agreement shall be in writing and delivered to the addresses listed below.



**Seller:**

City of Jackson, Michigan  
161 w. Michigan Avenue, Jackson, MI 49201  
Attention: Jonathan Greene, City Manager

**Purchaser:**

The Michigan Theatre of Jackson, Inc.  
124 N Mechanic St., Jackson, MI 49201  
Attention: Steve Tucker, Executive Director

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

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**City of Jackson, Michigan**

By: \_\_\_\_\_  
Jonathan Greene  
Its: City Manager

---

**The Michigan Theatre of Jackson, Inc.**

By: \_\_\_\_\_  
Steve Tucker  
Its: Executive Director

## **EXHIBIT A**

Legal description of Parking Lot 14 parcel (Parcel 1-004200000):

Land situated in the City of Jackson, Jackson County and State of Michigan more particularly described as:

The South 124.34 feet of Lot 13 and the West 6.00 feet of the south 124.34 feet of Lot 14 and the East 18 feet of the West 24 feet of the South 122 feet of Lot 14, Block 1 North, Range 1 East of the Original Plat of the Village of Jacksonburg.

## **EXHIBIT B**



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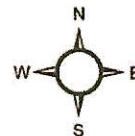
MICHIGAN

PARCEL 1-0042 BOUNDARY

PARCEL BOUNDARY

A horizontal number line with tick marks at 0, 50, and 100. The word "FEET" is written below the line.

**EXHIBIT B**  
**PARKING LOT 14 PARCEL 1-0042**  
**LOCATION MAP**



**JACKSON**  
Founded 1829

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** July 22, 2025

**SUBJECT:** Approve the Collective Bargaining Agreement between the City of Jackson and Michigan Association of Public Employees

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**Recommendation:**

Approve the Collective Bargaining Agreement between the City of Jackson and Michigan Association of Public Employees.

## ***2025 CITY/MAPE Negotiation Tentative Agreement Overview***

### **City Tentative Agreements**

#### **1. Article 7 Hours: Section 7.5 – Overtime Work and Requirements**

- Modification: MAPE employees on the overtime list who refuse or fail to report after two contact attempts during a single call-in event will now be subject to disciplinary action.

#### **2. Article 6 Leaves of Absence: Section 6.2 - Sick Leave**

- Modification: Earned Paid Leave (MI) has been added to the collective bargaining agreement in compliance with state requirements.

#### **3. Article 7 Hours: Section 7.1 – Work Day and Work Week**

- Modification: A 3rd shift starting at 6 PM has been established; management may adjust operator work schedules as needed to support alternative shift options at treatment plants.

#### **4. Article 8 Wages: Section 8.1 Rates of Pay & Wage Schedule**

- Modification: Effective July 1, 2025, the Tier I MAPE Salary Schedule will transition from a 10-step to a 5-step scale, adding a probationary step for new hires. All employees will move to the new scale per Appendix B-5 ( not to be entered into the CBA). MAPE employees may be eligible for merit awards based on exceptional performance and contributions to City operations. Merit increases (½ step or 1 full step) or lump sum payments (\$500 or \$2,000) will be determined through a performance appraisal process, with final approval by the City Manager. Employees may request one evaluation per year to be considered for merit pay.

#### **5. Article 9 Holidays: Section 9.3 - Holiday Qualifications**

- Modification: Eligibility for holiday pay now requires 30 days of employment from the date of hire (changed from 30 calendar days).

#### **6. Article 10- Vacations: Section 10.1 – Vacation Eligibility**

- Modification: Vacation is granted at the time of hire based on years of service, replacing the previous policy requiring one year of service before becoming eligible.

#### **7. Article 10 Vacations: Section 10.2 - Vacation Accrual and Carry Over**

- Modification: MAPE employees, after three years of service, will now accrue leave annually on January 1 instead of semi-annually, and the carryover limit has been increased immediately from 40 to 80 hours for all MAPE employees.

**8. Article 10 Vacations: Section 10.4 - Vacation Scheduling**

- Modification: Department heads and supervisors now have the discretion to approve vacation leave in hour increments less than an MAPE employee's regular scheduled shift.

**9. Article 11 Shift Premium: Section 11.3 – CDL and N (Tanker Endorsement) Certification**

- Modification: Effective July 1, 2025, all newly hired Maintenance Workers, Crew Leaders, and Mechanic Relief Operators in Public Works and Parks & Recreation must obtain a Class A CDL with tanker and air brake endorsements within six months. Extensions may be granted at the discretion of the department head or supervisor.

**10. Article 11 Shift Premium: Section 11.4 Wastewater Operator Certification Requirement**

- Modification: All Wastewater Treatment Plant Operators must obtain and maintain a minimum "D" wastewater certification. New hires after July 1, 2025, must be certified within 2 years or four testing cycles, while current operators must obtain certification within 3 years or six testing cycles.

**11. Article 12- Insurance: Section 12.1- Medical – Current employees.**

- Modification: Effective July 1, 2025, MAPE employees' spouses with available employer health coverage are ineligible for City medical coverage unless the spouse's plan costs more than 20% of the City's employee contribution. If another City bargaining unit negotiates a lower threshold, this agreement will adjust to match that percentage.

**12. Article 14 General: Section 14.15 – Training Reimbursement (Education Reimbursement)**

- Modification: Effective July 1, 2025, training reimbursement is renamed Educational Reimbursement with no dollar cap, and funding limits will be set at the City Manager's discretion. MAPE employees may seek reimbursement for successful completion of approved undergraduate or college courses (minimum "B" grade), excluding books and materials. Reimbursements require prior department head approval, submission of documentation, and a three-year post-reimbursement employment commitment.

**13. Appendix A: Unit 1 & 2**

- Modification: Job classification titles have been updated as part of the new collective bargaining agreement to reflect current roles and responsibilities.

**14. Article 15: Duration of Agreement**

- Modification: The new collective bargaining agreement will have a four-year duration.

**15. Appendix B-5: New Wage & Step Scale (for reference only- not to be entered in the CBA)**

- Modification: MAPE employees will transition to a step scale under the new wage schedule, which outlines the updated steps and corresponding wages.

**16. Article 5 Seniority: Section 5.2 Probationary Period**

- Modification: The probationary period for MAPE employees has been extended from 1,760 hours to two calendar years. During this period, employees have no seniority and may be terminated at the Employer's discretion. Probation may be reduced at the Department Head's discretion based on performance.

**17. Article 6 Leaves of Absence: Section 6.4 Jury Duty Leave**

- Modification: Eligibility previously tied to completion of the probationary period is now granted 30 days from the date of hire, reflecting the updated probationary period policy.

**18. Article 6 Leaves of Absence: Section 6.5 Funeral Leave**

- Modification: Eligibility previously granted at the end of the probationary period is now effective 30 days from the date of hire, in alignment with the revised probationary period.

**20. Article 9 Holidays: Section 9.4 Work Performed While on a Holiday**

- Modification: Probationary employees are now eligible for double-time pay when working on a holiday, a change from the previous policy which excluded them from overtime pay.

**MAPE Tentative Agreements**

**1. Article 7 Hours: Section 7.2 Break Periods**

- Modification: Employees who work 5 or more hours beyond their regular shift, ending at 2:00 a.m. or later, will receive an 8-hour rest period. Any regular work hours that fall within this rest period will be paid at the regular rate. Employees must then report to complete their shift or use personal time off; management may also choose to grant the day off with pay.

**2. Article 8 Wages: Section 8.7 On-call Pay**

- Modification: Employees required to carry a City-issued cell phone and remain available for call-in while off duty will receive a \$100 weekly stipend, increased from the previous \$75.

**3. Article 11 Shift Premium: Section 11.1 Shift Premium**

- Modification :Shift premiums are \$0.75 per hour for second shift work and \$1.00 per hour for third shift work, paid in addition to regular hourly rates. These

premiums do not pyramid with overtime. Shift start times are defined as: first shift (5:00 AM–12:00 PM), second shift (12:00 PM–5:59 PM), and third shift (6:00 PM–5:00 AM).

**4. Article 11 Shift Premium: Section 11.2 License Stipend**

- Modification: License stipends now have no caps per license, with a maximum total payout of \$3,000 annually. The EVT stipend is increased to \$1,000 per year and paid each January to employees holding qualifying licenses. Employees may receive multiple license stipends up to the \$3,000 annual maximum.

**5. Article 9 Holidays: Section 9.1 Holidays**

- Modification: Juneteenth has been added to the list of recognized holidays. The full holiday schedule now includes standard federal holidays plus Juneteenth.



**2025 CITY OF JACKSON-MAPE  
NEGOTIATIONS TENTATIVE AGREEMENT**

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**City Proposed Language:**

**ARTICLE 7 Hours  
Section 7.5– Overtime Work  
Requirements**

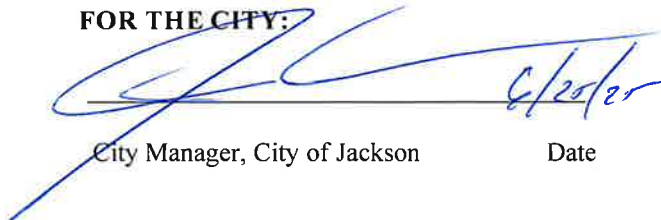
Section 7.5: Overtime Work Requirements. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary to require employees to work overtime, either scheduled or emergency call-in. Employees who are required to work overtime will be given as much advance notice as is reasonably possible under the circumstances. Employees who fail to work the required overtime shall be subject to disciplinary action unless they offer an excuse acceptable to the Employer. In the case of overtime which has been planned twenty-four (24) hours or more in advance of work, employees scheduled for such work shall be given not less than four (4) hours advance notice.

- (a) The Employer will call the overtime list in rotation. If on a given occasion an employee, who is next in rotation on the overtime list, is not given the opportunity to work available overtime hours, he shall be offered the next overtime opportunity.

Employees on the overtime list who refuse or fail to report for said overtime when contacted two (2) times in a single call-in event shall be subject to disciplinary action.

*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**

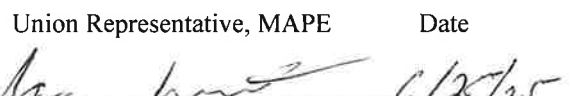
  
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City Manager, City of Jackson                      Date

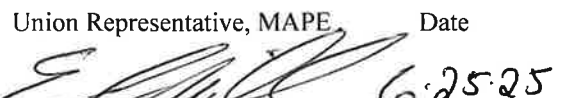
**FOR THE UNION:**

  
\_\_\_\_\_  
Union President, MAPE                      Date

  
\_\_\_\_\_  
Union Representative, MAPE                      Date

  
\_\_\_\_\_  
Union Representative, MAPE                      Date

  
\_\_\_\_\_  
Union Representative, MAPE                      Date

  
\_\_\_\_\_  
Union Representative, MAPE                      Date

Union Representative, MAPE                      Date

## 2025 CITY OF JACKSON-MAPE NEGOTIATIONS TENTATIVE AGREEMENT

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### City Proposed Language:

Section 6.2: Sick Leave. In compliance with the Michigan Earned Sick Time Act, effective after thirty (30) days of employment, every seniority and probationary employee shall be granted eight (8) hour sick leave allowance for each completed calendar month of service from which shall be subtracted any particular sick leave actually used since that date. Employees may use accrued earned sick time as it is earned; however, new probationary MAPE employees are required to wait for thirty (30) calendar days after commencing employment before using accrued earned sick time. Earned sick time may be used in increments of one (1) hour or the smallest increment that the City's payroll system uses to account for absences or use of other time.

Earned sick time may be used for:

- The employee's own mental or physical illness, injury, or health condition.
- The care of a family member with a mental or physical illness, injury, or health condition.
- Medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition.
- Preventive medical care.
- Closure of the employee's place of business by order of a public official due to a public health emergency.
- The care of a child whose school or place of care has been closed by order of a public official due to a public health emergency.
- Absences related to domestic violence or sexual assault of the employee or their family member.
- Meetings at an employee's child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.

The immediate family for these purposes shall be regarded to include: Biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis. Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child. • Grandparent. Grandchild. • Biological, foster, or adopted sibling. • Any other individual related by blood. • "Domestic partner" means an adult in a committed relationship with another adult, including both same-sex and different-sex relationships. • "Committed relationship" means one in which the employee and another individual share responsibility for a significant measure of each other's common welfare, such as any relationship between individuals of the same or different sex that is granted legal recognition by a state, political subdivision, or the District of Columbia as a marriage or analogous relationship, including, but not limited to, a civil union.

## 2025 CITY OF JACKSON-MAPE

### NEGOTIATIONS TENTATIVE AGREEMENT

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The City shall not retaliate against, discipline or otherwise penalize an employee for requesting or using earned sick time in accordance with this Agreement and the Michigan Earned Sick Time Act. The City shall maintain records documenting the hours worked by employees and earned sick time accrued and used, in accordance with applicable law.

a) Reporting Absences. The employee is responsible to notify his supervisor prior to the start of his shift, or as soon thereafter as the employee's circumstances permit, if he is going to be absent. For foreseeable absences, employees must provide up to seven (7) days' notice. All foreseeable leaves require specific prior approval of the Department Head. For unforeseeable absences, notice should be given as soon as practicable to the Department Head.

The employee must call in each day of absence, unless prior arrangements have been made for extended absences. Failure to call in the absence within 30 minutes of the start of the shift may result in the absence being considered unexcused. The department head may make exceptions to the call in deadline in extraordinary circumstances.

When the employee calls in to report an absence, he will explain the reason for his absence and the length of time he expects to be away from work. Such information shall be left with the supervisor or such other individual(s) as the department head has designated. However, employees are not required to disclose details relating to domestic violence or sexual assault or the details of an employee's or an employee's family member's medical condition. If the City possesses health information or information pertaining to domestic violence or sexual assault about an employee or employee's family member, the City will treat that information as confidential and will not disclose that information except to the affected employee or with the permission of the affected employee.

If an employee is unable to call in his absence, a family member shall make the call on his behalf. As soon as the employee is able, he should contact his department head or supervisor personally.

Department heads must ensure that employees' explanations for absences are maintained as a written record in accordance with HIPAA.

Department heads or supervisors will advise employees as to the least disruptive times of the day/week to schedule medical appointments, to facilitate the employee in making appointments that will not significantly affect the operation. Such times may differ by work group and/or by season.

b. ) Documentation Requirements. For absences of more than three (3) consecutive workdays, the City may require reasonable documentation, such as a signed statement by a health care professional, to verify the need for sick leave. Employees must provide the documentation to the City not more than 15 days after the employer's request.

## 2025 CITY OF JACKSON-MAPE

### NEGOTIATIONS TENTATIVE AGREEMENT

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- c.) Management Intervention. In administering the disciplinary action, the department heads retain the sole right and authority to evaluate the sick leave records of the employees and to take into account extenuating circumstances. Such extenuating circumstances may include the reasons for absence, the employee's length of service, the employee's past attendance and performance records, and whether the sick leave events are related to a FMLA leave which was exhausted during the previous twelve (12) month period.

If the department head finds an employee has used sick leave excessively, abused sick leave, had an inappropriate pattern of absences and/or has been absent without appropriate excuse or call-in, the department head will warn and/or discipline the employee, as appropriate for the facts and circumstances.

- d.) "Service" for purposes of accumulating sick leave for any given month shall be based only on hours actually worked or approved vacation hours.
- e.) An employee who makes a false claim for paid sick leave, shall be subject to disciplinary action up to dismissal depending upon the circumstances involved.
- f.) An employee shall not be eligible for sick leave if his illness or injury is attributable to causes stemming from his employment or work in the service of another employer or while acting in the capacity of a private contractor to another party, if that time off is already covered by workers' compensation.
- g.) If an employee retires and is eligible for immediate pension benefits pursuant to the Employer's Retirement System (ERS), the employee shall be entitled to be paid fifty percent (50%) of his accumulated unused sick leave credits, up to a maximum of one hundred eighty (180) days accumulation. If an employee is discharged, is laid off, or quits, he shall not be entitled to payment of any portion of his accumulated unused sick leave. All future sick leave banks shall be capped at 1,440 hours (180) days for those with less than the capped amount in their bank. Anyone who subsequently reaches the cap shall be exempt from receiving additional sick time until their bank falls below this threshold.
- h.) When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment by the City and which is compensable under the Michigan Workers Compensation Act, the employee shall be paid his regular wage, not to exceed eight (8) hours per day at his regular straight time hour rate during the qualification period for workers' compensation (first seven (7) days). Once the employee has qualified to receive workers' compensation payments, beginning the eighth (8th) day, he shall receive no further payments from the City and thus the employee shall receive only workers' compensation payments. It is understood and agreed that an employee shall not receive both wages and workers' compensation payments for the same period of time, thus once an employee qualifies for workers' compensation payments, and as a result of said qualification, receives payments for lost hours of work which have already been paid by the City, the employee shall endorse over to the City his workers' compensation payment. This prohibition shall

## 2025 CITY OF JACKSON-MAPE NEGOTIATIONS TENTATIVE AGREEMENT

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not preclude an employee from electing to be paid the difference between his worker's compensation payment and his regular wages [one (1) day per week or 1.5 hours per day] from his sick leave bank, provided the employee makes the election in writing.

- i.) Sick leave may be used as defined by the Michigan Earned Sick Time Act (ESTA). Use of sick leave for family illness as defined by the Michigan Sick Time Act (ESTA) will be considered the same as use for personal illness for purposes of determining excess use or patterns of abuse. However, nothing herein shall limit any rights an employee may have under the Family and Medical Leave Act (FMLA).

- j.) (The following additional definitions shall apply:

"Absence" is the failure of an employee to report on the job during regularly scheduled working hours.

"Documented Sick Leave Event" is the use of sick leave due to an illness or injury that is verified by a statement from a medical professional.

"Excused Absences" are absences approved by department heads.

"Inappropriate Patterns of Absence" include set patterns of sick leave use, such as absences which routinely fall the day before or following a day off work (weekends, holidays, scheduled vacation, etc.); or which routinely occur in association with a personal event (example: the day after weekly bowling league participation) or a work event (example: the monthly deadline for a work project).

"Sick Leave Abuse" includes falsification and/or attempts to manipulate time off without a valid reason of sickness or injury. Employees found to have abused the sick leave benefit will be disciplined for the first offense, consistent with a "falsification of record" offense.

"Sick Leave Event" is the use of sick leave for time off work:

1. Consecutive days off due to the same illness or injury shall count as one (1) event.
2. Verified doctor, dentist and other medically-related appointments which are approved in advance, take less than two (2) hours and are at a time which is least disruptive to the employee's work will not be considered a sick leave event ("exempt appointments").
3. Verified medically-related appointments which exceed two (2) hours, or which are scheduled without consideration to what time an absence is least disruptive to the operation, will be considered cumulatively as one (1) sick leave event until eight (8) hours is accumulated for such appointments. Such medically- related appointments which exceed the eight (8) hour total will be charged as separate sick leave events.

## 2025 CITY OF JACKSON-MAPE NEGOTIATIONS TENTATIVE AGREEMENT

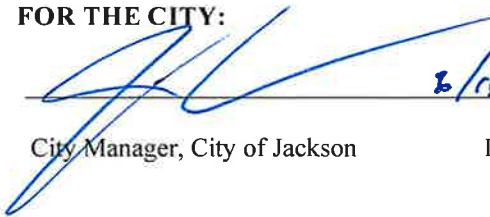
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4. Sick leave used for bereavement for an immediate family member, in accordance with the terms of the contract, shall not be considered a sick leave event.

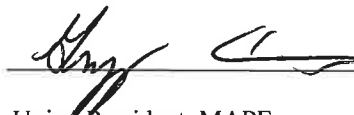
"Unexcused Absences" are those, except for unforeseen injury or illness, which have not been approved by the department head for reasons such as lack of required documentation, failure to call in the absence, etc. Unexcused absences will not be compensated without a finding of extenuating circumstances by the department head and may be the basis for disciplinary action as appropriate.

*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

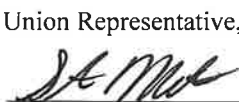
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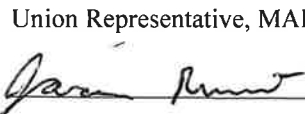
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\_\_\_\_\_  
City Manager, City of Jackson                      Date

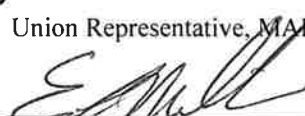
**FOR THE UNION:**

 6/16/25  
\_\_\_\_\_  
Union President, MAPE                      Date

 6-16-25  
\_\_\_\_\_  
Union Representative, MAPE                      Date

 6-16-25  
\_\_\_\_\_  
Union Representative, MAPE                      Date

 6/16/25  
\_\_\_\_\_  
Union Representative, MAPE                      Date

 6-16-25  
\_\_\_\_\_  
Union Representative, MAPE                      Date



## 2025 CITY OF JACKSON-MAPE NEGOTIATIONS TENTATIVE AGREEMENT

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### City Proposed Language:

#### ARTICLE 7 Hours Section 7.1– Work Day and Work Week

Section 7.1: Work Day and Work Week. The normal work day shall consist of eight (8) hours per day. The normal work week shall consist of forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week or eight (8) hours of work per day.

- a. It is understood and agreed that certain operations within the Treatment Plants & Facilities Division work a twelve (12) hour work schedule that may be maintained for the duration of the Agreement. The schedule shall be as follows:

First shift operations shall be on duty from 6:00 am to 6:00 pm according to the schedule. Third shift operations shall be on duty from 6:00 pm to 6:00 am with their work pay period beginning at 2:00 am each Wednesday-pay period. Any rotation of operators between these shifts shall be at the discretion of management at each treatment plant.

The first shift shall have a relief operator work from 6:00 am Monday to 2:00 pm Monday on an eight (8) hour shift and any other shift as deemed necessary to cover necessary hours.

Operators shall work a total of forty (40) hours in a continuous 168-hour period.

Relief operators shall work a total of forty (40) hours in a continuous 168-hour period of rotating 6:00 am to 2:00 pm Monday shifts and as Maintenance Mechanics from 7:00 am to 3:30 pm with a half-hour lunch period on Tuesday through Friday inclusive of Saturday and Sunday as scheduled days off work.

Any necessary adjustments to the operators work schedule shall be at the discretion of management.

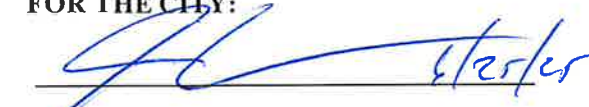
- b. No changes proposed at this time.

*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**2025 CITY OF JACKSON-MAPE  
NEGOTIATIONS TENTATIVE AGREEMENT**

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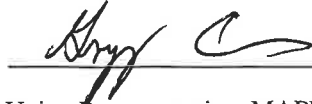
**FOR THE CITY:**

  
City Manager, City of Jackson      Date

**FOR THE UNION:**

 6-25-25

Union President, MAPE      Date

 6/25/25

Union Representative, MAPE      Date

 6-25-25

Union Representative, MAPE      Date

 6/25/25

Union Representative, MAPE      Date

 6-25-25

Union Representative, MAPE      Date

## 2025 CITY OF JACKSON-MAPE NEGOTIATIONS TENTATIVE AGREEMENT

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### City/MAPE Proposed Language:

#### ARTICLE 8- WAGES

##### Section 8.1

- a) The job classifications, rate ranges (Appendix B-5 retroactive to July 1, 2025, and incremental steps applicable thereto are set forth in Appendices A (job classifications) and B (wage scales), attached hereto and by this reference made a part hereof. Effective July 1, 2025, it is agreed to reduce the number of steps in the Tier I MAPE Salary Schedule from a 10-step scale to a 5-step scale, with the addition of a probationary step for new hires. All employees will transition from their current step to the revised step according to the schedule outlined in Appendix B-5.
- b) When promoted to a position in the next higher class grade, the promotion shall be to the step rate in the higher class grade that would be closest to but no less than a 5% increase. When promoted to a position in a class grade two or more class grades higher, the promotion shall be to the step rate in the higher class grade that would be closest to but no less than a 10% increase.
- c) A merit award may be granted to a MAPE employee to recognize accomplishments which directly impact the efficiency, economy, and effectiveness of city operations and/or positively impacts the City's service to the public.
- d) Recognition of merit pay will be based on the high level of performance of the employees to the City of Jackson. Merit pay will not be withheld, denied, or awarded for an illegal reason including: discrimination based on sex, race, age, religion, national origin, marital status, covered veteran status, disability, or membership in the Uniformed Services.
- e) The City Manager has authority to approve merit awards, based upon the Human Resources Manager recommendations. The merit award may be made for a period of exceptional productivity. A complete and approved performance appraisal as determined by the City Manager, must be completed by the employee's supervisor and a crew leader or a senior MAPE employee detailing the employee's achievements. Depending on the employee's performance appraisal the following actions may be taken:
  - 1. No increase
  - 2. An amount equal to ½ step in the employees current salary/wage grade
  - 3. 1 full step increase in the employee's current salary/wage grade.

Upon reaching the final step of the wage schedule, an employee shall be eligible to receive an annual lump sum payment of either \$500 or \$2,000 on their anniversary date, contingent upon receiving a satisfactory performance appraisal as approved by the Department Director.

**2025 CITY OF JACKSON-MAPE  
NEGOTIATIONS TENTATIVE AGREEMENT**

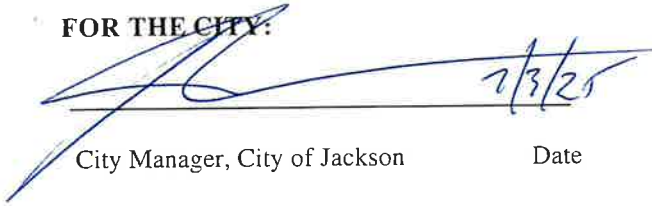
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MAPE employees are eligible for merit award pay increases following their request for an annual performance evaluation. Employees who receive an annual performance evaluation per their request are not eligible to request another evaluation until one year after the date of the last evaluation date.

For purposes of determining dates for step increases, the anniversary date shall be defined as the month and day of the employee's last step increase. This will be true whether such date was based on the employee's original date of hire or on the date of a subsequent promotion.

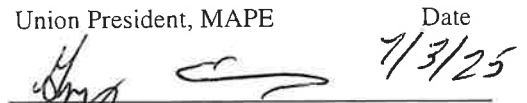
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

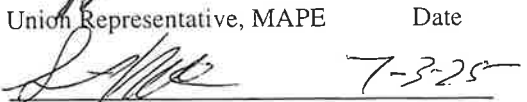
**FOR THE CITY:**

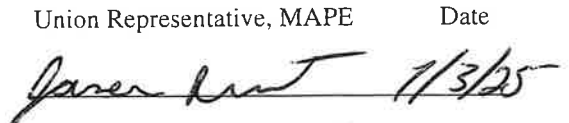
  
\_\_\_\_\_  
City Manager, City of Jackson                      Date

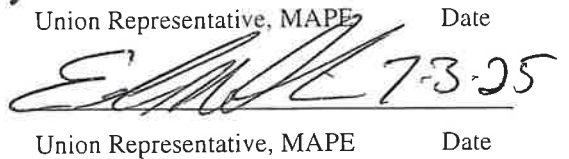
**FOR THE UNION:**

  
\_\_\_\_\_  
Union President, MAPE                      Date

  
\_\_\_\_\_  
Union Representative, MAPE                      Date

  
\_\_\_\_\_  
Union Representative, MAPE                      Date

  
\_\_\_\_\_  
Union Representative, MAPE                      Date

  
\_\_\_\_\_  
Union Representative, MAPE                      Date

**APPENDIX B-4**  
**SCHEDULE FOR TIER I**  
**Michigan Association of Public Employees**

**Rates effective:** 7/1/2025  
**Rate increase:** 3.00%

| <u>Class</u><br><u>Grade</u> | <u>Pay</u><br><u>Basis</u> | <u>Step</u><br><u>Probationary</u> | <u>Step 1</u> | <u>Step 1-1/2</u> | <u>Step 2</u> | <u>Step 2-1/2</u> | <u>Step 3</u> | <u>Step 3-1/2</u> | <u>Step 4</u> | <u>Step 4-1/2</u> | <u>Maximum</u><br><u>Step 5</u> |
|------------------------------|----------------------------|------------------------------------|---------------|-------------------|---------------|-------------------|---------------|-------------------|---------------|-------------------|---------------------------------|
| 306                          | Annual                     | 47,472                             | 52,450        | 53,337            | 54,223        | 55,138            | 56,053        | 57,001            | 57,949        | 58,928            | 59,907                          |
|                              | Bi-Weekly                  | 1,825.85                           | 2,017.31      | 2,051.42          | 2,085.50      | 2,120.69          | 2,155.88      | 2,192.35          | 2,228.81      | 2,266.46          | 2,304.12                        |
|                              | Hourly                     | 22.82                              | 25.22         | 25.64             | 26.07         | 26.51             | 26.95         | 27.40             | 27.86         | 28.33             | 28.80                           |
| 307                          | Annual                     | 50,208                             | 55,509        | 56,456            | 57,403        | 58,378            | 59,352        | 60,360            | 61,367        | 62,412            | 63,457                          |
|                              | Bi-Weekly                  | 1,931.08                           | 2,134.96      | 2,171.38          | 2,207.81      | 2,245.31          | 2,282.77      | 2,321.54          | 2,360.27      | 2,400.46          | 2,440.65                        |
|                              | Hourly                     | 24.14                              | 26.69         | 27.14             | 27.60         | 28.07             | 28.53         | 29.02             | 29.50         | 30.01             | 30.51                           |
| 308                          | Annual                     | 53,202                             | 58,827        | 59,829            | 60,830        | 61,868            | 62,906        | 63,977            | 65,048        | 66,156            | 67,264                          |
|                              | Bi-Weekly                  | 2,046.23                           | 2,262.58      | 2,301.12          | 2,339.62      | 2,379.54          | 2,419.46      | 2,460.65          | 2,501.85      | 2,544.46          | 2,587.08                        |
|                              | Hourly                     | 25.58                              | 28.28         | 28.76             | 29.25         | 29.74             | 30.24         | 30.76             | 31.27         | 31.81             | 32.34                           |
| 309                          | Annual                     | 55,524                             | 62,090        | 63,275            | 64,459        | 65,682            | 66,905        | 68,177            | 69,449        | 70,770            | 72,091                          |
|                              | Bi-Weekly                  | 2,135.54                           | 2,388.08      | 2,433.65          | 2,479.19      | 2,526.23          | 2,573.27      | 2,622.19          | 2,671.12      | 2,721.92          | 2,772.73                        |
|                              | Hourly                     | 26.69                              | 29.85         | 30.42             | 30.99         | 31.58             | 32.17         | 32.78             | 33.39         | 34.02             | 34.66                           |
| 310                          | Annual                     | 57,949                             | 65,536        | 66,918            | 68,300        | 69,731            | 71,161        | 72,654            | 74,146        | 75,704            | 77,261                          |
|                              | Bi-Weekly                  | 2,228.81                           | 2,520.62      | 2,573.77          | 2,626.92      | 2,681.96          | 2,736.96      | 2,794.38          | 2,851.77      | 2,911.69          | 2,971.58                        |
|                              | Hourly                     | 27.86                              | 31.51         | 32.17             | 32.84         | 33.52             | 34.21         | 34.93             | 35.65         | 36.40             | 37.14                           |

**APPENDIX B-4**  
**SCHEDULE FOR TIER I**  
**Michigan Association of Public Employees**

| <b>Rates effective:</b>      |                            | <b>7/1/2026</b>                    |               |                   |               |                   |               |                   |               |                   |                                 |
|------------------------------|----------------------------|------------------------------------|---------------|-------------------|---------------|-------------------|---------------|-------------------|---------------|-------------------|---------------------------------|
| <b>Rate increase:</b>        |                            | <b>3.00%</b>                       |               |                   |               |                   |               |                   |               |                   |                                 |
| <u>Class</u><br><u>Grade</u> | <u>Pay</u><br><u>Basis</u> | <u>Step</u><br><u>Probationary</u> | <u>Step 1</u> | <u>Step 1-1/2</u> | <u>Step 2</u> | <u>Step 2-1/2</u> | <u>Step 3</u> | <u>Step 3-1/2</u> | <u>Step 4</u> | <u>Step 4-1/2</u> | <u>Maximum</u><br><u>Step 5</u> |
| 306                          | Annual                     | 48,896                             | 54,024        | 54,937            | 55,850        | 56,792            | 57,735        | 58,711            | 59,687        | 60,696            | 61,704                          |
|                              | Bi-Weekly                  | 1,880.62                           | 2,077.85      | 2,112.96          | 2,148.08      | 2,184.31          | 2,220.58      | 2,258.12          | 2,295.65      | 2,334.46          | 2,373.23                        |
|                              | Hourly                     | 23.51                              | 25.97         | 26.41             | 26.85         | 27.30             | 27.76         | 28.23             | 28.70         | 29.18             | 29.67                           |
| 307                          | Annual                     | 51,714                             | 57,174        | 58,150            | 59,125        | 60,129            | 61,133        | 62,171            | 63,208        | 64,284            | 65,361                          |
|                              | Bi-Weekly                  | 1,989.00                           | 2,199.00      | 2,236.54          | 2,274.04      | 2,312.65          | 2,351.27      | 2,391.19          | 2,431.08      | 2,472.46          | 2,513.88                        |
|                              | Hourly                     | 24.86                              | 27.49         | 27.96             | 28.43         | 28.91             | 29.39         | 29.89             | 30.39         | 30.91             | 31.42                           |
| 308                          | Annual                     | 54,798                             | 60,592        | 61,624            | 62,655        | 63,724            | 64,793        | 65,896            | 66,999        | 68,141            | 69,282                          |
|                              | Bi-Weekly                  | 2,107.62                           | 2,330.46      | 2,370.15          | 2,409.81      | 2,450.92          | 2,492.04      | 2,534.46          | 2,576.88      | 2,620.81          | 2,664.69                        |
|                              | Hourly                     | 26.35                              | 29.13         | 29.63             | 30.12         | 30.64             | 31.15         | 31.68             | 32.21         | 32.76             | 33.31                           |
| 309                          | Annual                     | 57,190                             | 63,953        | 65,173            | 66,393        | 67,652            | 68,912        | 70,222            | 71,532        | 72,893            | 74,254                          |
|                              | Bi-Weekly                  | 2,199.62                           | 2,459.73      | 2,506.65          | 2,553.58      | 2,602.00          | 2,650.46      | 2,700.85          | 2,751.23      | 2,803.58          | 2,855.92                        |
|                              | Hourly                     | 27.50                              | 30.75         | 31.33             | 31.92         | 32.53             | 33.13         | 33.76             | 34.39         | 35.04             | 35.70                           |
| 310                          | Annual                     | 59,687                             | 67,502        | 68,926            | 70,349        | 71,823            | 73,296        | 74,834            | 76,370        | 77,975            | 79,579                          |
|                              | Bi-Weekly                  | 2,295.65                           | 2,596.23      | 2,651.00          | 2,705.73      | 2,762.42          | 2,819.08      | 2,878.23          | 2,937.31      | 2,999.04          | 3,060.73                        |
|                              | Hourly                     | 28.70                              | 32.45         | 33.14             | 33.82         | 34.53             | 35.24         | 35.98             | 36.72         | 37.49             | 38.26                           |



**APPENDIX B-4**  
**SCHEDULE FOR TIER I**  
**Michigan Association of Public Employees**

| <b>Rates effective:</b>      |                            | <b>7/1/2027</b>                    |               |                   |               |                   |               |                   |               |                   |                                 |
|------------------------------|----------------------------|------------------------------------|---------------|-------------------|---------------|-------------------|---------------|-------------------|---------------|-------------------|---------------------------------|
| <b>Rate increase:</b>        |                            | <b>3.00%</b>                       |               |                   |               |                   |               |                   |               |                   |                                 |
| <u>Class</u><br><u>Grade</u> | <u>Pay</u><br><u>Basis</u> | <u>Step</u><br><u>Probationary</u> | <u>Step 1</u> | <u>Step 1-1/2</u> | <u>Step 2</u> | <u>Step 2-1/2</u> | <u>Step 3</u> | <u>Step 3-1/2</u> | <u>Step 4</u> | <u>Step 4-1/2</u> | <u>Maximum</u><br><u>Step 5</u> |
| 306                          | Annual                     | 50,363                             | 55,645        | 56,585            | 57,526        | 58,496            | 59,467        | 60,472            | 61,478        | 62,517            | 63,555                          |
|                              | Bi-Weekly                  | 1,937.04                           | 2,140.19      | 2,176.35          | 2,212.54      | 2,249.85          | 2,287.19      | 2,325.85          | 2,364.54      | 2,404.50          | 2,444.42                        |
|                              | Hourly                     | 24.21                              | 26.75         | 27.20             | 27.66         | 28.12             | 28.59         | 29.07             | 29.56         | 30.06             | 30.56                           |
| 307                          | Annual                     | 53,265                             | 58,889        | 59,895            | 60,899        | 61,933            | 62,967        | 64,036            | 65,104        | 66,213            | 67,322                          |
|                              | Bi-Weekly                  | 2,048.65                           | 2,264.96      | 2,303.65          | 2,342.27      | 2,382.04          | 2,421.81      | 2,462.92          | 2,504.00      | 2,546.65          | 2,589.31                        |
|                              | Hourly                     | 25.61                              | 28.31         | 28.80             | 29.28         | 29.78             | 30.27         | 30.79             | 31.30         | 31.83             | 32.37                           |
| 308                          | Annual                     | 56,442                             | 62,410        | 63,473            | 64,535        | 65,636            | 66,737        | 67,873            | 69,009        | 70,185            | 71,360                          |
|                              | Bi-Weekly                  | 2,170.85                           | 2,400.38      | 2,441.27          | 2,482.12      | 2,524.46          | 2,566.81      | 2,610.50          | 2,654.19      | 2,699.42          | 2,744.62                        |
|                              | Hourly                     | 27.14                              | 30.00         | 30.52             | 31.03         | 31.56             | 32.09         | 32.63             | 33.18         | 33.74             | 34.31                           |
| 309                          | Annual                     | 58,906                             | 65,872        | 67,128            | 68,385        | 69,682            | 70,979        | 72,329            | 73,678        | 75,080            | 76,482                          |
|                              | Bi-Weekly                  | 2,265.62                           | 2,533.54      | 2,581.85          | 2,630.19      | 2,680.08          | 2,729.96      | 2,781.88          | 2,833.77      | 2,887.69          | 2,941.62                        |
|                              | Hourly                     | 28.32                              | 31.67         | 32.27             | 32.88         | 33.50             | 34.12         | 34.77             | 35.42         | 36.10             | 36.77                           |
| 310                          | Annual                     | 61,478                             | 69,527        | 70,994            | 72,459        | 73,978            | 75,495        | 77,079            | 78,661        | 80,314            | 81,966                          |
|                              | Bi-Weekly                  | 2,364.54                           | 2,674.12      | 2,730.54          | 2,786.88      | 2,845.31          | 2,903.65      | 2,964.58          | 3,025.42      | 3,089.00          | 3,152.54                        |
|                              | Hourly                     | 29.56                              | 33.43         | 34.13             | 34.84         | 35.57             | 36.30         | 37.06             | 37.82         | 38.61             | 39.41                           |

**APPENDIX B-4**  
**SCHEDULE FOR TIER I**  
**Michigan Association of Public Employees**

| Rates effective: |              | 7/1/2028             |          |            |          |            |          |            |          |            |                   |
|------------------|--------------|----------------------|----------|------------|----------|------------|----------|------------|----------|------------|-------------------|
| Rate increase:   |              | 3.00%                |          |            |          |            |          |            |          |            |                   |
| Class<br>Grade   | Pay<br>Basis | Step<br>Probationary | Step 1   | Step 1-1/2 | Step 2   | Step 2-1/2 | Step 3   | Step 3-1/2 | Step 4   | Step 4-1/2 | Maximum<br>Step 5 |
|                  |              |                      |          |            |          |            |          |            |          |            |                   |
| 306              | Annual       | 51,874               | 57,314   | 58,283     | 59,252   | 60,251     | 61,251   | 62,286     | 63,322   | 64,393     | 65,462            |
|                  | Bi-Weekly    | 1,995.15             | 2,204.38 | 2,241.65   | 2,278.92 | 2,317.35   | 2,355.81 | 2,395.62   | 2,435.46 | 2,476.65   | 2,517.77          |
|                  | Hourly       | 24.94                | 27.55    | 28.02      | 28.49    | 28.97      | 29.45    | 29.95      | 30.44    | 30.96      | 31.47             |
| 307              | Annual       | 54,863               | 60,656   | 61,692     | 62,726   | 63,791     | 64,856   | 65,957     | 67,057   | 68,199     | 69,342            |
|                  | Bi-Weekly    | 2,110.12             | 2,332.92 | 2,372.77   | 2,412.54 | 2,453.50   | 2,494.46 | 2,536.81   | 2,579.12 | 2,623.04   | 2,667.00          |
|                  | Hourly       | 26.38                | 29.16    | 29.66      | 30.16    | 30.67      | 31.18    | 31.71      | 32.24    | 32.79      | 33.34             |
| 308              | Annual       | 58,135               | 64,282   | 65,377     | 66,471   | 67,605     | 68,739   | 69,909     | 71,079   | 72,291     | 73,501            |
|                  | Bi-Weekly    | 2,235.96             | 2,472.38 | 2,514.50   | 2,556.58 | 2,600.19   | 2,643.81 | 2,688.81   | 2,733.81 | 2,780.42   | 2,826.96          |
|                  | Hourly       | 27.95                | 30.90    | 31.43      | 31.96    | 32.50      | 33.05    | 33.61      | 34.17    | 34.76      | 35.34             |
| 309              | Annual       | 60,673               | 67,848   | 69,142     | 70,437   | 71,772     | 73,108   | 74,499     | 75,888   | 77,332     | 78,776            |
|                  | Bi-Weekly    | 2,333.58             | 2,609.54 | 2,659.31   | 2,709.12 | 2,760.46   | 2,811.85 | 2,865.35   | 2,918.77 | 2,974.31   | 3,029.85          |
|                  | Hourly       | 29.17                | 32.62    | 33.24      | 33.86    | 34.51      | 35.15    | 35.82      | 36.48    | 37.18      | 37.87             |
| 310              | Annual       | 63,322               | 71,613   | 73,124     | 74,633   | 76,197     | 77,760   | 79,391     | 81,021   | 82,723     | 84,425            |
|                  | Bi-Weekly    | 2,435.46             | 2,754.35 | 2,812.46   | 2,870.50 | 2,930.65   | 2,990.77 | 3,053.50   | 3,116.19 | 3,181.65   | 3,247.12          |
|                  | Hourly       | 30.44                | 34.43    | 35.16      | 35.88    | 36.63      | 37.38    | 38.17      | 38.95    | 39.77      | 40.59             |

**2025 CITY OF JACKSON-MAPE  
NEGOTIATIONS TENTATIVE AGREEMENT**

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**City Proposed Language:**

**ARTICLE 9 Holidays  
Section 9.3 – Holiday  
Qualifications**

Section 9.3: Holiday Qualification. To qualify for holiday pay under this Article, an employee must be a regular, full-time employee, who has been employed for a minimum of thirty (30) calendar days from the date of hire on the date the holiday occurs, and must have worked all of the scheduled hours he was scheduled to work the last day he was scheduled to work before the holiday and the next day he was scheduled to work following the holiday, except in cases where the employee's absence on such day or days is due to the fact that such day(s) occur during his regularly scheduled vacation, or unless he presents an excuse acceptable to his department head.

It is understood and agreed that an employee who receives a disciplinary suspension, which includes a given holiday(s), shall not be entitled to holiday pay.

If the reason for absence on the scheduled workday before or after a designated holiday is claimed illness, the employee must present medical certification that the employee was ill and unable to work on the day(s) of absence.

*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**

  
\_\_\_\_\_  
City Manager, City of Jackson      Date

**FOR THE UNION:**

  
\_\_\_\_\_  
Union President, MAPE      Date

  
\_\_\_\_\_  
Union Representative, MAPE      Date

  
\_\_\_\_\_  
Union Representative, MAPE      Date

  
\_\_\_\_\_  
Union Representative, MAPE      Date

  
\_\_\_\_\_  
Union Representative, MAPE      Date

**2025 CITY OF JACKSON-MAPE  
NEGOTIATIONS TENTATIVE AGREEMENT**

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**City Proposed Language:**

**ARTICLE 10 Vacations  
Section 10.1 – Vacation  
Eligibility**

Section 10.1: Vacation Eligibility. Employees, at time of hire, based on years of service, shall be eligible for vacation with pay in accordance with the following schedule:

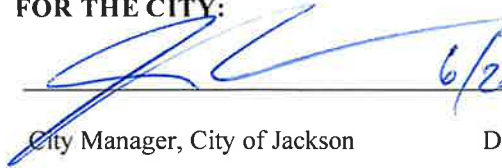
- a) An employee who, from date of hire , has completed one (1) but less than five (5) years of continuous service with the Employer, since his last hiring date, shall receive eighty (80) hours of vacation with pay.
- b) An employee who, during the calendar year, will have completed five (5) but less than seven (7) years of continuous service with the Employer, since his last hiring date, shall receive ninety-six (96) hours of vacation with pay.
- c) An employee who, during the calendar year, will have completed seven (7) but less than ten (10) years of continuous service with the Employer, since his last hiring date, shall receive one hundred twenty (120) hours of vacation with pay.
- d) An employee who, during the calendar year, will have completed ten (10) but less than fifteen (15) years of continuous service with the employer, since his last hiring date, shall receive one hundred forty-four (144) hours of vacation with pay.
- e) (An employee who, during the calendar year, will have completed fifteen (15) but less than twenty (20) years of continuous service with the Employer, since his last hiring date, shall receive one hundred-sixty (160) hours of vacation with pay.
- f) An employee who, during the calendar year, will have completed twenty (20) or more years of continuous service with the Employer, since his last hiring date, shall receive one hundred-eighty-four (184) hours of vacation with pay.

*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**2025 CITY OF JACKSON-MAPE  
NEGOTIATIONS TENTATIVE AGREEMENT**

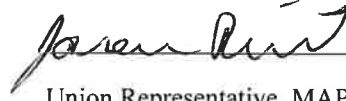
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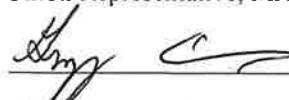
**FOR THE CITY:**

 6/25/25  
\_\_\_\_\_  
City Manager, City of Jackson                      Date

**FOR THE UNION:**

 6-25-25  
\_\_\_\_\_  
Union President, MAPE                      Date

 6/25/25  
\_\_\_\_\_  
Union Representative, MAPE                      Date

 6/25/25  
\_\_\_\_\_  
Union Representative, MAPE                      Date

 6-25-25  
\_\_\_\_\_  
Union Representative, MAPE                      Date

 6-25-25  
\_\_\_\_\_  
Union Representative, MAPE                      Date

## 2025 CITY OF JACKSON-MAPE NEGOTIATIONS TENTATIVE AGREEMENT

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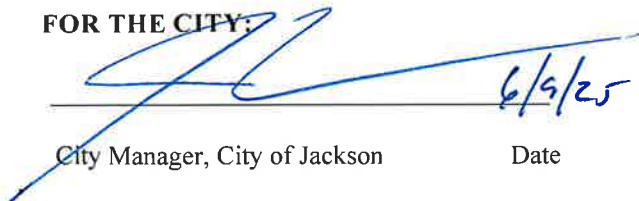
### City Proposed Language:

#### Section 10.2 Vacation Accrual and Carry Over.

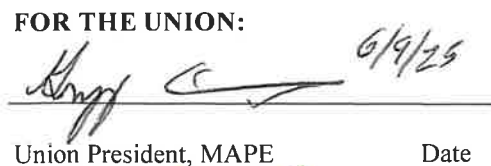
For all employees who have less than three years of continuous service with the employer, vacation credit shall accrue vacation leave at the rate of forty (40) hours deposited on January 1st and the remaining forty (40) hours deposited on July 1st of each year calendar year. New employees shall have vacation leave time accrued at a pro-rated percent to reflect their date of hire. Employees with less than three years of service are eligible to carry over the July 1st vacation accrual into the next calendar year (i.e., the employee may carry over a maximum of forty (40) hours' worth of vacation accrual during the first three years. After three years, the maximum number of vacation hours entitled to be accumulated/carried over shall not be more than 80 hours.

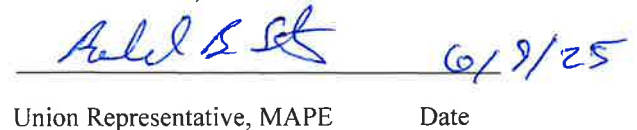
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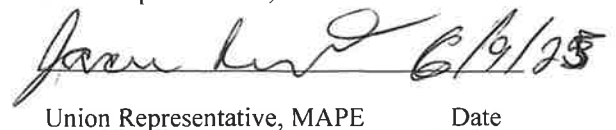
**FOR THE CITY:**

  
\_\_\_\_\_  
City Manager, City of Jackson      Date

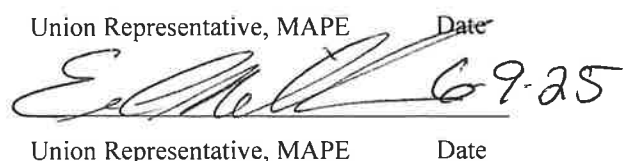
**FOR THE UNION:**

  
\_\_\_\_\_  
Union President, MAPE      Date

  
\_\_\_\_\_  
Union Representative, MAPE      Date

  
\_\_\_\_\_  
Union Representative, MAPE      Date

  
\_\_\_\_\_  
Union Representative, MAPE      Date

  
\_\_\_\_\_  
Union Representative, MAPE      Date



**2025 CITY OF JACKSON-MAPE  
NEGOTIATIONS TENTATIVE AGREEMENT**

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**City Proposed Language:**

**ARTICLE 10 Vacations  
Section 10.4– Vacation  
Scheduling**

Section 10.4: Vacation Scheduling. The department head shall determine the number of employees who can be assigned for vacation purposes at any one time in order to ensure that the manpower and workload requirements are maintained. Vacation leave shall be granted, giving preference to seniority employees. In the event two (2) or more employees desire the same vacation date, and it is determined by the department head that one or both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternative dates for his vacation. In order to exercise seniority rights for vacation selection, the employee should submit his request by February 1 each year. Later requests for vacation selection will be considered on a first come—first served basis. Leave may only be granted in periods of not less than the employee's entire regularly scheduled shift. Department heads and Supervisors have the discretion to grant vacation leave in periods of less than an employee's entire regularly scheduled shift. Vacation leave will not be granted in excess of vacation credit earned by service prior to the starting date of leave.

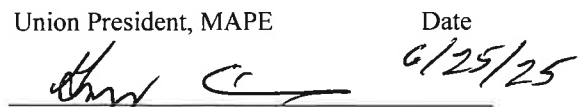
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

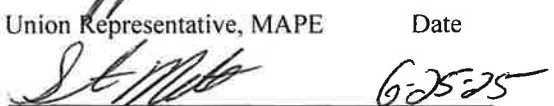
**FOR THE CITY:**

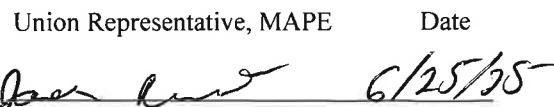
  
\_\_\_\_\_  
City Manager, City of Jackson      Date 6/25/25

**FOR THE UNION:**

  
\_\_\_\_\_  
Union President, MAPE      Date 6-25-25

  
\_\_\_\_\_  
Union Representative, MAPE      Date 6/25/25

  
\_\_\_\_\_  
Union Representative, MAPE      Date 6-25-25

  
\_\_\_\_\_  
Union Representative, MAPE      Date 6/25/25

  
\_\_\_\_\_  
Union Representative, MAPE      Date 6-25-25

## 2025 CITY OF JACKSON-MAPE NEGOTIATIONS TENTATIVE AGREEMENT

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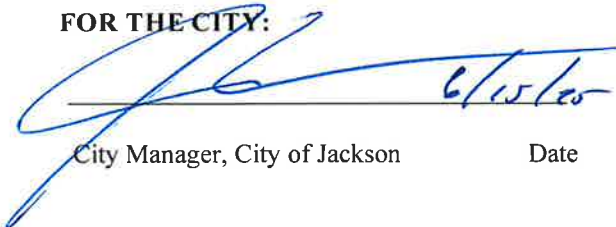
### City Proposed Language:

#### Article 11 Section 11.3 CDL and N (Tanker Endorsement) Certification:

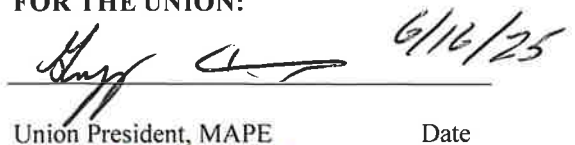
Effective July 1, 2025, all new hired maintenance workers, crew leaders, and mechanic relief operators who work at the Public Works department (to include the Water Treatment Plant and the Wastewater Treatment Plant) and the Parks and Recreation department are required to obtain a class A CDL with an N endorsement (tanker endorsement) and an air break endorsement. All said employees will have six (6) months upon ratification of this contract to obtain said licenses. A department head or supervisor has the authority to grant an extension to obtain a class A CDL with an N endorsement (tanker endorsement) and an air brake endorsement.

*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

  
\_\_\_\_\_  
City Manager, City of Jackson                      Date

FOR THE UNION:

  
\_\_\_\_\_  
Union President, MAPE                      Date

  
\_\_\_\_\_  
Union Representative, MAPE                      Date

Union Representative, MAPE                      Date

  
\_\_\_\_\_  
Union Representative, MAPE                      Date

Union Representative, MAPE                      Date

  
\_\_\_\_\_  
Union Representative, MAPE                      Date

Union Representative, MAPE                      Date

  
\_\_\_\_\_  
Union Representative, MAPE                      Date

Union Representative, MAPE                      Date

## 2025 CITY OF JACKSON-MAPE NEGOTIATIONS TENTATIVE AGREEMENT

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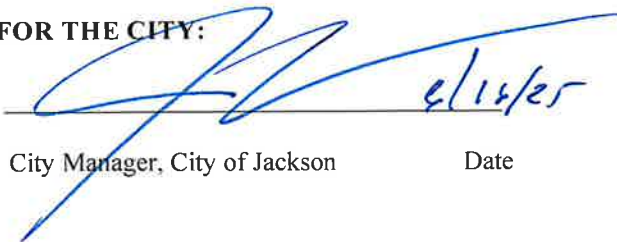
### City Proposed Language:

#### Section 11.4 Wastewater Operator Certification Requirement.

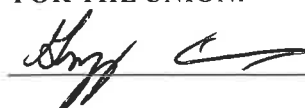
All wastewater treatment plant operators and relief operator/mechanics shall obtain the minimum of a "D" wastewater treatment certification. All employees hired on or after July 1, 2025, shall obtain a "D" certification within 2 years or four testing cycles of being hired and shall maintain the certification for the duration of their employment. Current wastewater operators and relief operator/mechanics shall obtain a "D" certification within three years or six testing cycles of the ratification of this agreement and shall maintain the certification for the duration of their employment.

*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

  
City Manager, City of Jackson      Date

FOR THE UNION:

 6/16/25  
Union President, MAPE      Date

 6-16-25  
Union Representative, MAPE      Date

 6-16-25  
Union Representative, MAPE      Date

 6/16/25  
Union Representative, MAPE      Date

 6-16-25  
Union Representative, MAPE      Date

**2025 CITY OF JACKSON-MAPE  
NEGOTIATIONS TENTATIVE AGREEMENT**

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**City Proposed Language:**

**ARTICLE 12 Insurance  
Section 12.1 – Current  
Employees**

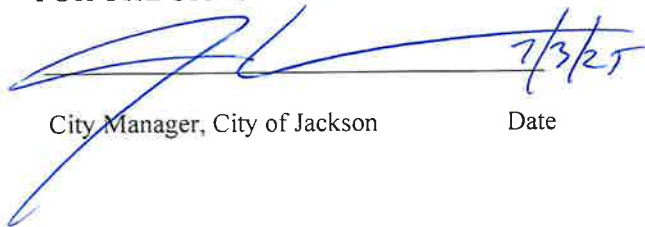
**Section 12.1: Medical – Current Employees.**

Effective July 1, 2025, if a MAPE employee's spouse has available employment group health coverage with another employer, they are not eligible to be covered under the City of Jackson's medical plan unless the monthly cost to the spouse for coverage under their employer group plan exceeds 20% of the in-force employee monthly contribution schedule for the City's medical plan. The cost calculation for the spouse's available coverage does not include any opt-out payments that would cease if the spouse elects their own employer group plan.

In the event that any other bargaining unit within the City negotiates a lower percentage threshold for spousal coverage exclusion than the 20% stated above, this agreement shall be adjusted to reflect the lower percentage, effective on the same date as the other agreement.

*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**

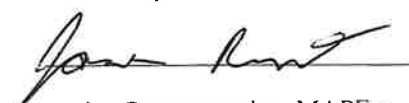
  
City Manager, City of Jackson      Date

**FOR THE UNION:**

 7/3/25  
Union President, MAPE      Date

 7/3/25  
Union Representative, MAPE      Date

 7-3-25  
Union Representative, MAPE      Date

 7/3/25  
Union Representative, MAPE      Date

 7-3-25  
Union Representative, MAPE      Date

## 2025 CITY OF JACKSON-MAPE NEGOTIATIONS TENTATIVE AGREEMENT

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### City Proposed Language:

#### Section 14.15: Education Reimbursement.

Effective July 1, 2025, the City will provide an annual educational training fund for non-probationary employees to use on a first-come basis to enroll in either undergraduate or college level courses. Employees may seek reimbursement for education and fees but not books and materials. Employees will only be reimbursed upon successful completion. For college courses, successful completion will be established by earning at least a 3.0 ("B") grade in the course.

Employees will be required to submit relevant information concerning the request, including at a minimum:

- a. The institution through which the training is/was offered;
- b. The title, number, content or other identifying information regarding the training;
- c. The number of credits or CEUs earned by successful completion of the course, if applicable;
- d. The term the course is/was taken or date; and
- e. Proof of payment of the tuition and fees charged for the course.

Additionally, any such programs or courses must have written approval by the department head prior to taking such courses to be eligible for reimbursement and the employee must agree to and sign a form indicating an understanding of all program stipulations. Furthermore, the employee must continue to work for the Employer for no less than three (3) years following reimbursement for any degree-related work. The employee that voluntarily leaves his employment with the City shall be responsible to refund any reimbursements received immediately preceding voluntary termination.

Requests should be submitted to the Department Head to be processed and must be submitted no later than 30 days after the end of the term during which the course was taken. Any disputes about the relevance of a course to the employee's job or potential transfer may be appealed to the City Manager.

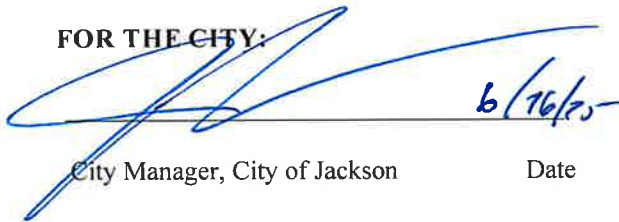
The intent of the section is to pay for educational opportunities pursued by individual employees and not to change the practice of the Employer paying for classes necessary for the performance of the employee's current duties and responsibilities.

## 2025 CITY OF JACKSON-MAPE NEGOTIATIONS TENTATIVE AGREEMENT

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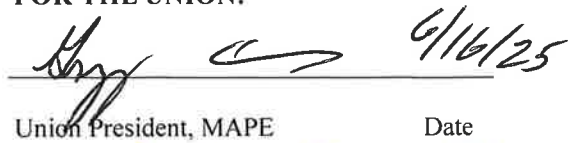
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**

  
\_\_\_\_\_  
City Manager, City of Jackson      Date

6/16/25

**FOR THE UNION:**

  
\_\_\_\_\_  
Union President, MAPE      Date

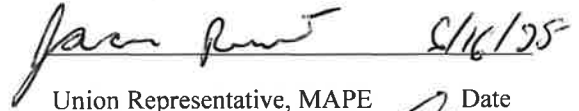
6/16/25

  
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Union Representative, MAPE      Date

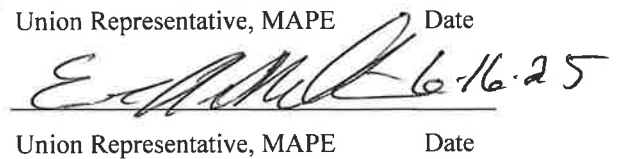
6-16-25

Union Representative, MAPE      Date  
  
\_\_\_\_\_  
Union Representative, MAPE      Date

6-16-25

Union Representative, MAPE      Date  
  
\_\_\_\_\_  
Union Representative, MAPE      Date

6/16/25

Union Representative, MAPE      Date  
  
\_\_\_\_\_  
Union Representative, MAPE      Date

6-16-25



**2025 CITY OF JACKSON-MAPE  
NEGOTIATIONS TENTATIVE AGREEMENT**

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**City Proposed Language:**

**APPENDIX A**

| <u>CLASS TITLES</u>                                        | <u>CLASS GRADES</u> |
|------------------------------------------------------------|---------------------|
| Assistant Public Works Crew Leader                         | 307                 |
| Assistant Mechanic III                                     | 307                 |
| Electrical/Electronic Technician                           | 306                 |
| Electrical/Electronic Technician – Senior                  | 308                 |
| Fiscal Services Clerk                                      | 306                 |
| Lead Mechanic                                              | 310                 |
| Maintenance Crew Leader                                    | 308                 |
| Maintenance Worker                                         | 306                 |
| Mechanic I                                                 | 307                 |
| Mechanic II                                                | 308                 |
| Mechanic – Senior                                          | 309                 |
| Public Works Crew Chief                                    | 309                 |
| Water Production Helper                                    | 306/307             |
| Water/Wastewater Treatment Plant Laboratory Technician     | 307                 |
| Water/Wastewater Treatment Plant Operator                  | 308                 |
| Water/Wastewater Treatment Plant Mechanic/Relief Operator  | 307                 |
| Wastewater Treatment Plant Sludge Relief Operator/Mechanic | 307                 |
| Water Treatment Plant Operations Team Leader               | 310                 |

**UNIT II**

| <u>CLASS TITLES</u>                               | <u>CLASS GRADES</u> |
|---------------------------------------------------|---------------------|
| Account Clerk I                                   | 305                 |
| Account Clerk II                                  | 307                 |
| Account Payable Manager                           | 308                 |
| Communications Specialist                         | 306                 |
| Computer Systems & Network Technician             | 309                 |
| Computer Systems & Network Manager                | 310                 |
| Computer Systems Operator/PC Technician Assistant | 306                 |
| Data Processing Clerk                             | 303                 |
| Administrative Assistant                          | 307                 |
| Dispatch Technician                               | 306                 |
| Engineering Technician                            | 307                 |
| Evidence Management Assistant                     | 305                 |
| Loan Services Specialist                          | 306                 |
| Payroll Manager                                   | 310                 |
| Public Utilities Team Leader                      | 308                 |
| Pension Coordinator/Administrative Assistant      | 307                 |
| Property Code/Registration Technician             | 306                 |

# 2025 CITY OF JACKSON-MAPE NEGOTIATIONS TENTATIVE AGREEMENT

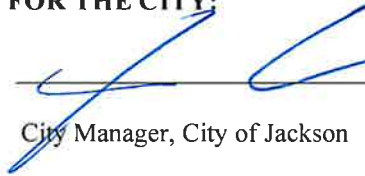
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Property Data Technician  
Utility Clerk

307  
306

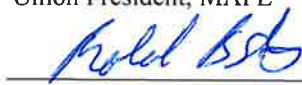
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

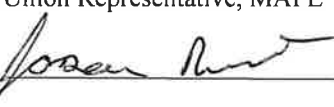
**FOR THE CITY:**

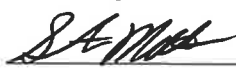
 6/15/25  
\_\_\_\_\_  
City Manager, City of Jackson                      Date

**FOR THE UNION:**

 6/16/25  
\_\_\_\_\_  
Union President, MAPE                      Date

 6-16-25  
\_\_\_\_\_  
Union Representative, MAPE                      Date

 6/16/25  
\_\_\_\_\_  
Union Representative, MAPE                      Date

 6-16-25  
\_\_\_\_\_  
Union Representative, MAPE                      Date

 6-16-25  
\_\_\_\_\_  
Union Representative, MAPE                      Date

# 2025 CITY OF JACKSON-MAPE NEGOTIATIONS TENTATIVE AGREEMENT

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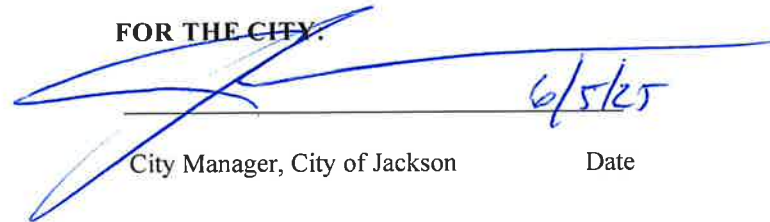
## City Proposed Language:

### Article 15 – Duration Of Agreement

THIS AGREEMENT shall become effective as of the date of its execution, and shall remain in full force and effect until 12:01 AM the 30<sup>th</sup> day of June 2029, 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 of any subsequent automatic renewal period.

*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

  
\_\_\_\_\_  
City Manager, City of Jackson

Date

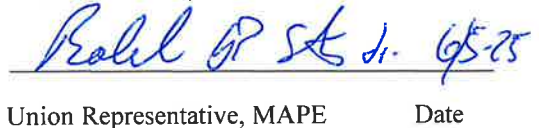
6/5/25

FOR THE UNION:

  
\_\_\_\_\_  
Union President, MAPE

Date

6/5/25

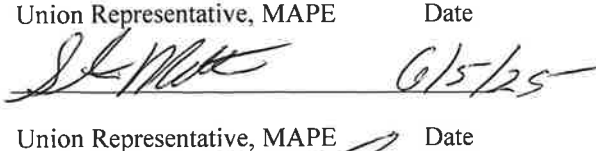
  
\_\_\_\_\_  
Union Representative, MAPE

Date

  
\_\_\_\_\_  
Union Representative, MAPE

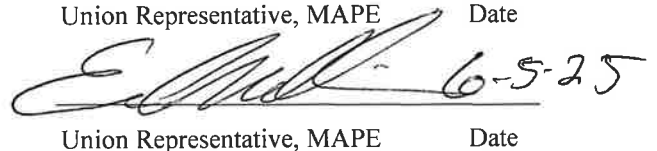
Date

6/5/25

  
\_\_\_\_\_  
Union Representative, MAPE

Date

6/5/25

  
\_\_\_\_\_  
Union Representative, MAPE

Date

6-5-25

**2025 CITY OF JACKSON-MAPE  
NEGOTIATIONS TENTATIVE AGREEMENT**

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**City/MAPE Proposed Language:**

**WILL NOT BE ADDED TO THE FINAL BARGAINING AGREEMENT- FOR  
REFERENCE ONLY**

**Appendix B-5**

Listing of MAPE Employees Conversion to 5-step wage schedule as of 6/27/2025  
All MAPE employees on this listing transfer to the 5-step wage schedule effective 7/1/2025

| Employee Name         | Current Step | Current Hourly Rate | Proposed          |                    |      | Hourly Rate Change |
|-----------------------|--------------|---------------------|-------------------|--------------------|------|--------------------|
|                       |              |                     | Step on New Scale | 7/1/25 Hourly Rate |      |                    |
| Adams, Mary           | 305/10       | 27.96               | to 306/5          | 28.80              | 0.84 |                    |
| Ackins, Charles       | 308/1        | 20.73               | to 306/P          | 22.82              | 2.09 |                    |
| Arnett, Steven        | 307/6        | 25.91               | to 307/1          | 26.69              | 0.78 |                    |
| Beebe, Greg           | 308/10       | 31.40               | to 308/5          | 32.34              | 0.94 |                    |
| Bell, David           | 305/10       | 27.96               | to 306/5          | 28.80              | 0.84 |                    |
| Buckner, Phillip      | 306/10       | 27.96               | to 306/5          | 28.80              | 0.84 |                    |
| Burgoyne, Scott       | 308/4        | 25.58               | to 308/1          | 28.28              | 2.60 |                    |
| Clark, Tina           | 308/10       | 31.40               | to 308/5          | 32.34              | 0.94 |                    |
| Clore, Lee            | 307/7        | 26.79               | to 307/2          | 27.60              | 0.81 |                    |
| Coleman, Anthony      | 306/2        | 21.44               | to 306/P          | 22.82              | 1.38 |                    |
| Cook, James           | 306/2        | 21.44               | to 306/P          | 22.82              | 1.38 |                    |
| Daniels, Marvin       | 308/8        | 29.36               | to 308/3          | 30.24              | 0.88 |                    |
| Everett, James        | 306/2        | 21.44               | to 306/P          | 22.82              | 1.38 |                    |
| Fedyski, Joseph       | 306/3        | 22.16               | to 306/1          | 25.22              | 3.06 |                    |
| Fisher, Rickie        | 306/8        | 26.16               | to 306/3          | 26.95              | 0.79 |                    |
| Fugate, Matthew       | 307/8        | 27.70               | to 307/3          | 28.53              | 0.83 |                    |
| Gary, Wesley          | 307/1        | 21.92               | to 307/P          | 24.14              | 2.22 |                    |
| Grindall, Tina        | 306/9        | 27.05               | to 306/4          | 27.86              | 0.81 |                    |
| Hall, Antoine         | 306/4        | 22.91               | to 306/1          | 25.22              | 2.31 |                    |
| Hemminger, Matthew    | 306/6        | 24.49               | to 306/1          | 25.22              | 0.74 |                    |
| Herrmann, Christopher | 306/9        | 27.05               | to 306/4          | 27.86              | 0.81 |                    |
| Heskett, Michael      | 308/1        | 23.22               | to 308/1          | 28.28              | 5.06 |                    |
| Hitt, Jack            | 307/8        | 27.70               | to 307/3          | 28.53              | 0.83 |                    |
| Hoover, Colin         | 306/7        | 25.31               | to 306/2          | 26.07              | 0.76 |                    |
| Hudspeth, Douglas     | 308/1        | 23.22               | to 308/P          | 25.58              | 2.36 |                    |
| Jackson, Richard      | 307/1        | 21.92               | to 307/P          | 24.14              | 2.22 |                    |
| Johnson, Jessica      | 306/2        | 21.44               | to 306/1          | 25.22              | 3.78 |                    |
| Kapuga, Zoe           | 306/2        | 21.44               | to 306/1          | 25.22              | 3.78 |                    |
| Kessler, Derik        | 306/1        | 20.73               | to 306/P          | 22.82              | 2.09 |                    |
| Kircher, Devin        | 306/1        | 20.73               | to 306/P          | 22.82              | 2.09 |                    |
| McLemore, Dewey       | 306/3        | 22.16               | to 306/1          | 25.22              | 3.06 |                    |
| Metelka, Steven       | 309/10       | 33.65               | to 309/5          | 34.66              | 1.01 |                    |
| Miller, Eric          | 308/10       | 31.40               | to 308/5          | 32.34              | 0.94 |                    |
| Moran, Ian            | 306/1        | 20.73               | to 306/1          | 25.22              | 4.49 |                    |
| Mueller, Nicholas     | 309/9        | 32.42               | to 309/4          | 33.39              | 0.97 |                    |
| Noakes, Ross          | 307/5        | 25.06               | to 307/1          | 26.69              | 1.63 |                    |

## 2025 CITY OF JACKSON-MAPE NEGOTIATIONS TENTATIVE AGREEMENT

### Appendix B-5

Listing of MAPE Employees Conversion to 5 step wage schedule as of 6/27/2025  
All MAPE employees on this listing transfer to the 5-step wage schedule effective 7/1/2025

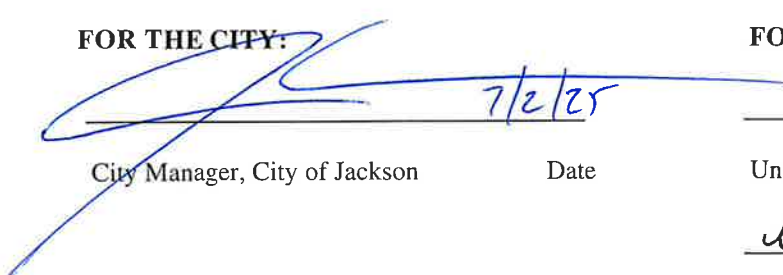
| Employee Name      | Current |             |    | Proposed          |                    | Hourly Rate Change |
|--------------------|---------|-------------|----|-------------------|--------------------|--------------------|
|                    | Step    | Hourly Rate |    | Step on New Scale | 7/1/25 Hourly Rate |                    |
| Pace, Dehanna      | 306/6   | 24.48       | to | 306/1             | 25.22              | 0.74               |
| Pantangco, Melinda | 306/4   | 22.91       | to | 306/1             | 25.22              | 2.31               |
| Patton, Deyette    | 308/3   | 24.83       | to | 308/1             | 28.28              | 3.45               |
| Pelham, Todd       | 306/1   | 20.73       | to | 306/P             | 22.82              | 2.09               |
| Preece, Steven     | 308/1   | 23.22       | to | 308/P             | 25.58              | 2.36               |
| Rimort, Jason      | 308/10  | 31.40       | to | 308/5             | 32.34              | 0.94               |
| Rivers, Jamaine    | 308/6   | 27.46       | to | 308/1             | 28.28              | 0.82               |
| Rogers, Brian      | 308/10  | 31.40       | to | 308/5             | 32.34              | 0.94               |
| Rogers, Julianne   | 306/10  | 27.96       | to | 306/5             | 28.80              | 0.84               |
| Scheick, Patrick   | 307/5   | 25.06       | to | 307/1             | 26.69              | 1.63               |
| Schmoltz, Jeffrey  | 310/10  | 36.06       | to | 310/5             | 37.14              | 1.08               |
| Simon III, Bobby   | 306/5   | 23.68       | to | 306/1             | 25.22              | 1.54               |
| Sipes, James       | 308/10  | 31.40       | to | 308/5             | 32.34              | 0.94               |
| Skinner, Russell   | 307/2   | 22.66       | to | 307/1             | 26.69              | 4.03               |
| Slick, Mike        | 306/6   | 24.48       | to | 306/1             | 25.22              | 0.74               |
| Smith, Braxton     | 306/1   | 20.73       | to | 306/P             | 22.82              | 2.09               |
| Smith, Gardner     | 306/10  | 27.96       | to | 306/5             | 28.80              | 0.84               |
| Smith, James       | 306/2   | 21.44       | to | 306/P             | 22.82              | 1.38               |
| Smith, Scott       | 306/10  | 27.96       | to | 306/5             | 28.80              | 0.84               |
| Smith, Steven      | 306/10  | 27.96       | to | 306/5             | 28.80              | 0.84               |
| Stolarz, Robert    | 309/10  | 33.65       | to | 309/5             | 34.66              | 1.01               |
| Sundermeyer, Todd  | 307/6   | 25.91       | to | 307/1             | 26.69              | 0.78               |
| Swanson, Torrell   | 306/2   | 21.44       | to | 306/1             | 25.22              | 3.78               |
| Tanner, Kirsten    | 306/1   | 20.73       | to | 306/P             | 22.82              | 2.09               |
| Taylor, Dashon     | 308/6   | 27.46       | to | 308/1             | 28.28              | 0.82               |
| Waggener, Jacob    | 308/7   | 28.39       | to | 308/2             | 29.25              | 0.86               |
| Wagner, Payton     | 306/5   | 23.68       | to | 306/1             | 25.22              | 1.54               |
| Waldron, Nichole   | 306/8   | 26.16       | to | 306/3             | 26.95              | 0.79               |
| Walz, Erin         | 307/10  | 29.62       | to | 307/5             | 30.51              | 0.89               |
| Watkins, Rhonda    | 306/8   | 26.16       | to | 306/3             | 26.95              | 0.79               |
| Whitehead, Suzanne | 307/10  | 29.62       | to | 307/5             | 30.51              | 0.89               |
| Wilson, Toni       | 306/10  | 27.96       | to | 306/5             | 28.80              | 0.84               |
| Woodworth, Michael | 306/1   | 20.73       | to | 306/P             | 22.82              | 2.09               |
| Yager, Hunter      | 306/1   | 20.73       | to | 306/P             | 22.82              | 2.09               |

*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

2025 CITY OF JACKSON-MAPE  
NEGOTIATIONS TENTATIVE AGREEMENT

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FOR THE CITY:

  
\_\_\_\_\_  
City Manager, City of Jackson

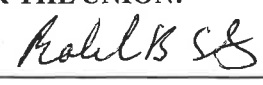
Date

7/2/25

FOR THE UNION:

Union President, MAPE

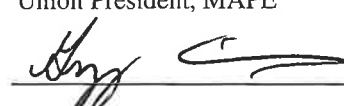
Date

  
\_\_\_\_\_  
Union President, MAPE

7-3-25

Union Representative, MAPE

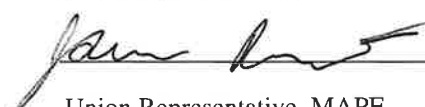
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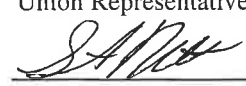
  
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Union Representative, MAPE

7/3/25

Union Representative, MAPE

Date

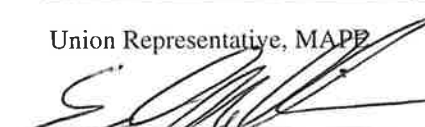
  
\_\_\_\_\_  
Union Representative, MAPE

  
\_\_\_\_\_  
Union Representative, MAPE

7-3-25

Union Representative, MAPE

Date

  
\_\_\_\_\_  
Union Representative, MAPE

7-3-25

Union Representative, MAPE

Date



## 2025 CITY OF JACKSON-MAPE NEGOTIATIONS TENTATIVE AGREEMENT

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### City Proposed Language:

#### Section 5.2 – Probationary Period

Section 5.2: Probationary Period. All new employees shall be considered probationary until they have completed two (2) calendar years of employment with the Employer. The probationary period allows the Employer to evaluate whether the employee demonstrates the ability and other attributes necessary for regular employment status.

During the probationary period:

- The employee shall have no seniority status.
- The employee will not be considered a regular, full-time bargaining unit member.
- The employee may be terminated at the sole discretion of the Employer, without consideration of length of service, the just cause standard, or access to the grievance procedure.

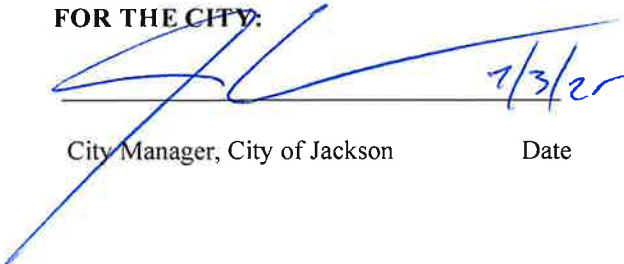
Upon successful completion of the probationary period, the employee's name shall be added to the seniority list, effective from their original date of hire.

Employees who are in their probationary period at the time of this contract's ratification shall continue to serve a total probationary period of two (2) calendar years. Time worked prior to the contract's effective date shall be credited toward this requirement.

At the discretion of the Department Head, an employee may have their probationary period reduced upon the satisfactory completion of an Annual Employee Performance Report. When a reduced probationary period is granted, the employee's seniority date shall remain effective from their original date of hire.

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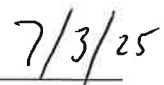
FOR THE CITY:

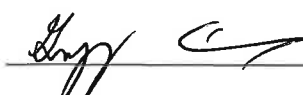
  
City Manager, City of Jackson

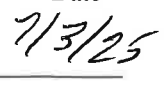
  
Date

FOR THE UNION:

  
Union President, MAPE

  
Date

  
Union Representative, MAPE

  
Date

**2025 CITY OF JACKSON-MAPE  
NEGOTIATIONS TENTATIVE AGREEMENT**

---

St. M. H. 7-3-25

Union Representative, MAPE      Date

James H. H. 7/3/25

Union Representative, MAPE      Date

E. M. H. 7-3-25

Union Representative, MAPE      Date

**2025 CITY OF JACKSON-MAPE  
NEGOTIATIONS TENTATIVE AGREEMENT**

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**City Proposed Language:**

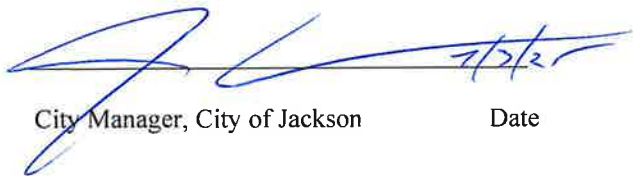
**Section 6.4 – Jury Duty  
Leave**

Section 6.4: Jury Duty Leave. Effective after thirty (30) days of employment, every seniority and probationary employee, who is summoned and reports for jury duty as prescribed by applicable law, for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he receives from the Court as daily jury duty fees and what he would have earned from the Employer on that day on the basis of eight (8) hours of work at this regular hourly rate of pay, provided that if such employee is excused from jury duty during regular working hours he promptly returns to work. The Employer's obligation to pay an employee for jury duty as above provided is limited to a maximum of ninety (90) days in any calendar year.

In order to receive the payment above referred to, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days and to the extent for which he claims such payments, and produce satisfactory evidence as to the amount he was paid by the Court for such jury duty. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

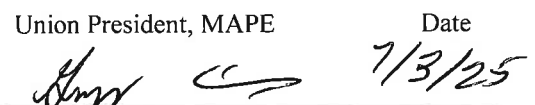
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

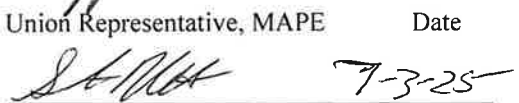
**FOR THE CITY:**

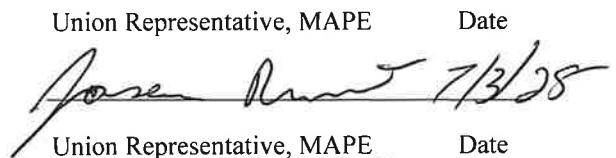
  
City Manager, City of Jackson      Date

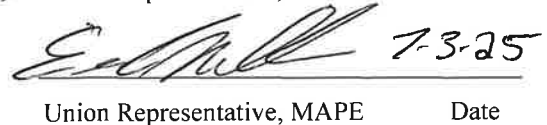
**FOR THE UNION:**

 7-3-25  
Union President, MAPE      Date

 7/3/25  
Union Representative, MAPE      Date

 7-3-25  
Union Representative, MAPE      Date

 7/3/25  
Union Representative, MAPE      Date

 7-3-25  
Union Representative, MAPE      Date

## 2025 CITY OF JACKSON-MAPE NEGOTIATIONS TENTATIVE AGREEMENT

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### City Proposed Language:

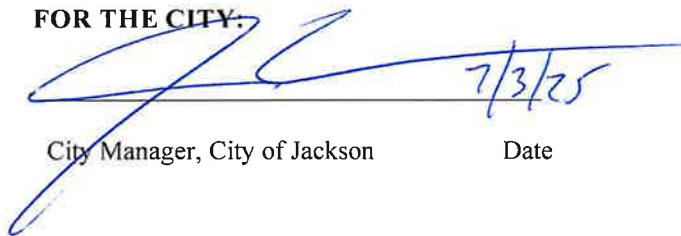
#### Section 6.5 Funeral Leave

Section 6.5: Funeral Leave. Effective after thirty (30) days of employment, every seniority and probationary employee, shall receive the amount of pay they would have received on a regular eight (8) or (12) hour straight time basis for a day necessarily lost during their normal scheduled work week not to exceed three (3) days to make arrangements for and attend the funeral, cremation or interment service of a member of their immediate family. Additional days may be allowed upon approval of the department head, and said additional days shall be deducted from sick leave. For the purposes of this Section, immediate family shall be defined as an employee's current spouse, children, father, step-father, mother, step-mother, brother, sister, or parents-in-law, grandparents, and grandchildren.

Additionally, employees may use one (1) sick leave day to attend the funeral, cremation or interment service of a brother-in-law or sister-in-law. The leave days above referred to shall end not later than the calendar day following the day of the funeral, cremation or interment service and to be eligible for such pay the employee 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.

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FOR THE CITY:

 7/3/25

City Manager, City of Jackson

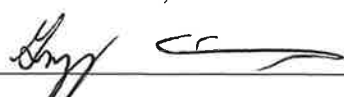
Date

FOR THE UNION:

 7-3-25

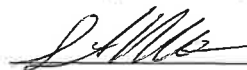
Union President, MAPE

Date

 7/3/25

Union Representative, MAPE

Date

 7-3-25

Union Representative, MAPE

Date

 7/3/25

Union Representative, MAPE

Date

 7-3-25

Union Representative, MAPE

Date

**2025 CITY OF JACKSON-MAPE  
NEGOTIATIONS TENTATIVE AGREEMENT**

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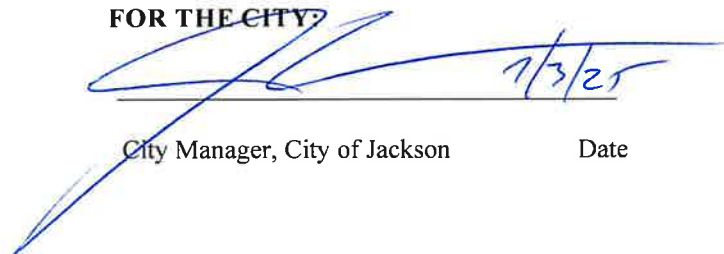
**City Proposed Language:**

**Section 9.4 Work Performed  
While on a Holiday**

Section 9.4: Work Performed While on a Holiday. When an employee eligible for holiday pay works on any day celebrated as one of the above specified holidays, he shall be paid two (2) times his straight time hourly rate for the total shift hours so worked in addition to the holiday pay specified in Section 9.2 above except Treatment Plant Operators should be paid for the entirety of their scheduled shift. Holiday premium rates will be paid for hours worked between 12:01 A.M. and 12:00 midnight. If an employee who does not qualify for holiday pay works on any day celebrated as a holiday, he shall not be entitled to holiday premium pay but shall receive his regular straight-time hourly rate.

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**FOR THE CITY:**

 7/3/25

City Manager, City of Jackson

Date

**FOR THE UNION:**

 7-3-25

Union President, MAPE

Date

 7/3/25

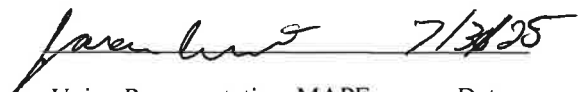
Union Representative, MAPE

Date

 7-3-25

Union Representative, MAPE

Date

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Union Representative, MAPE

Date

 7-3-25

Union Representative, MAPE

Date

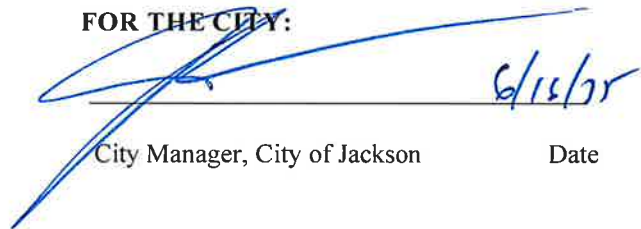
2025 CITY OF JACKSON-MAPE  
NEGOTIATIONS TENTATIVE AGREEMENT

MAPE Proposed Language:

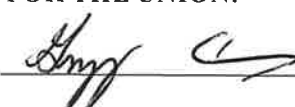
Section 7.2 Break Periods

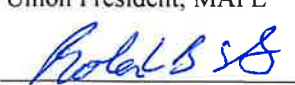
If an employee is required to work beyond their normally scheduled shift for a duration lasting 5 hours or longer and ending at 2:00 am or later, said employee shall be given an eight (8) hour rest period from the time they leave the building. Such scheduled work hours that occur during this rest period shall be paid to the employee at their regular rate of pay during this rest period. At that time, the employee shall report to work and finish out their regular scheduled shift or use their own time off to cover the remaining hours left in their shift. Management, in its discretion, has the right to give the employee the day off with pay.

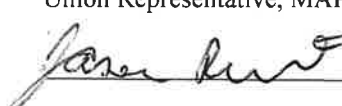
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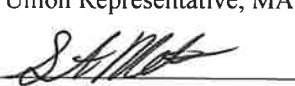
FOR THE CITY:  
  
\_\_\_\_\_  
City Manager, City of Jackson                      Date

FOR THE UNION:

 6/16/25  
\_\_\_\_\_  
Union President, MAPE                      Date

 6-16-25  
\_\_\_\_\_  
Union Representative, MAPE                      Date

 6/16/25  
\_\_\_\_\_  
Union Representative, MAPE                      Date

 6-16-25  
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Union Representative, MAPE                      Date

 6-16-25  
\_\_\_\_\_  
Union Representative, MAPE                      Date



**2025 CITY OF JACKSON-MAPE  
NEGOTIATIONS TENTATIVE AGREEMENT**

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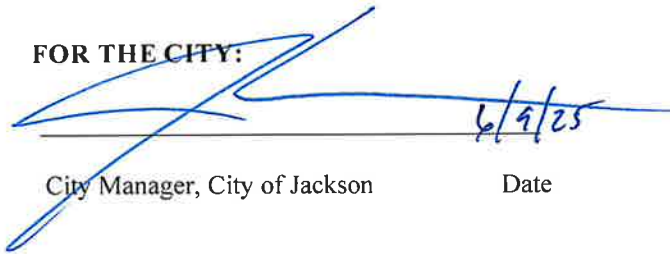
**MAPE Proposed Language:**

Section 8.7 On-Call Pay.

Some members of the bargaining unit may be required to carry a cell phone provided by the Employer while off duty and expected to be available within a reasonable time period to report to work in response to such calls. Employees required to both carry such a device and be available for potential call-in will be paid a stipend of \$100.00 per week to carry the device and for responding to such calls. In the event that the employee must then report to work as a result of the call, the provisions in Section 8.4 shall apply from the time the individual leaves to report to work.

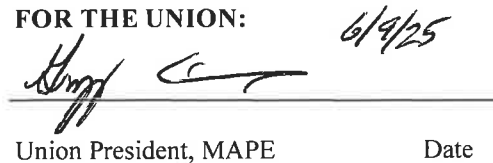
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**FOR THE CITY:**

  
\_\_\_\_\_  
City Manager, City of Jackson      Date

6/9/25

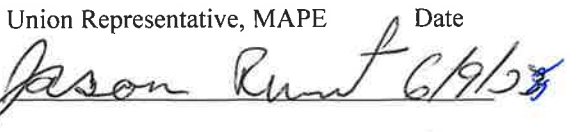
**FOR THE UNION:**

  
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Union President, MAPE      Date

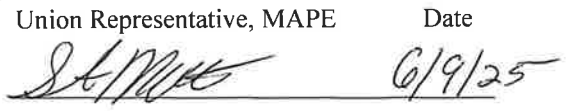
6/9/25

  
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Union Representative, MAPE      Date

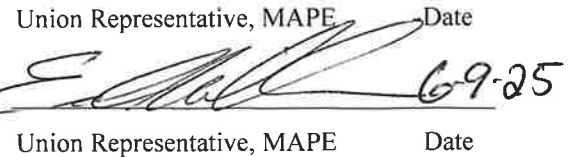
6/9/25

  
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Union Representative, MAPE      Date

6/9/25

  
\_\_\_\_\_  
Union Representative, MAPE      Date

6/9/25

  
\_\_\_\_\_  
Union Representative, MAPE      Date

6-9-25

## 2025 CITY OF JACKSON-MAPE NEGOTIATIONS TENTATIVE AGREEMENT

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### MAPE Proposed Language:

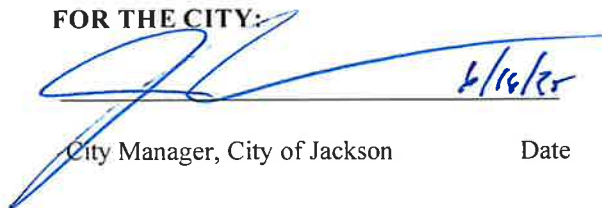
#### Article 11 Section 11.1 Shift Premium:

A shift premium of seventy-five cents (\$.75) per hour in addition to the employee's regular hourly rate will be paid to all employees who are scheduled to work the second shift for all hours worked on said shift. A shift premium of one dollar (\$1.00) per hour in addition to the employee's regular hourly rate will be paid to all employees who are scheduled to work the third shift for all hours worked on said shift. In no case shall this provision provide for pyramiding of shift premiums and/or overtime.

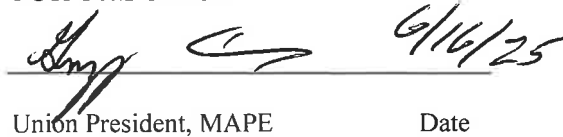
The first shift shall be a shift which starts between 5:00 AM and 12:00 Noon.  
The second shift shall start between the hours of 12:00 noon and 5:59 PM and the third shift shall start between the hours of 6:00 PM and 5:00 AM.

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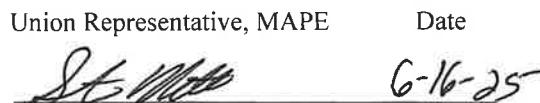
FOR THE CITY:

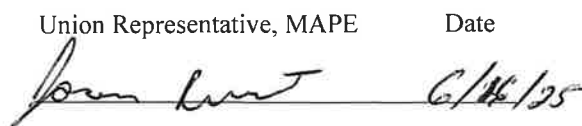
  
City Manager, City of Jackson      Date

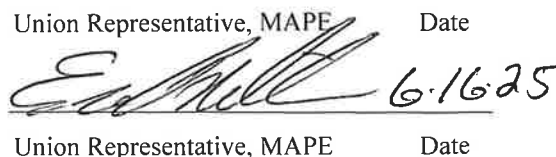
FOR THE UNION:

  
Union President, MAPE      Date

  
Union Representative, MAPE      Date

  
Union Representative, MAPE      Date

  
Union Representative, MAPE      Date

  
Union Representative, MAPE      Date

## 2025 CITY OF JACKSON-MAPE NEGOTIATIONS TENTATIVE AGREEMENT

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### MAPE Proposed Language:

Section 11.2 License Stipend. License stipends shall be paid as follows:

| License Stipend Chart                                                                                                                                                             | Annual License Stipend Premium |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| F-3 / S-3 / C / Spray Applicators License / ISA Arborist certification                                                                                                            | \$500.00                       |
| F-2 / S-2 / B                                                                                                                                                                     | \$750.00                       |
| F-1 / S-1 / A                                                                                                                                                                     | \$1,000.00                     |
| Department of Public Works Mechanics:<br>ASE Advanced Drivability / ASE Refrigerant Recovery & Recycling / Recreational Trailer Certification / Small Engine Repair Certification | \$500.00                       |
| EVT certification (any category)                                                                                                                                                  | \$1,000.00                     |

The stipend shall be paid annually in the month of January to an employee who has held or obtained said license prior to the payout in January. For any license obtained during the calendar year, the stipend shall be prorated at 1/12 of the total annual amount for each full month the license was held. (i.e. a license obtained in April of that year would be prorated to 9/12 of the annual stipend amount). If an employee qualifies for more than one license stipend, the employee shall be issued payment for each applicable license, with a maximum payment of \$3,000 each year.

A retired employee shall NOT fall under section 11.2 and will not be paid any license stipend.

Employees hired before June 30, 2025, shall be paid a stipend if they are performing those duties where the specific license is applicable (i.e. A WWTP employee will only be paid a stipend for a wastewater license(s) even if said employee maintains other non-job duty applicable licenses) except in the case where a specific license(s) was previously held (presently maintained) by such employee BEFORE they transferred to a non-applicable department.

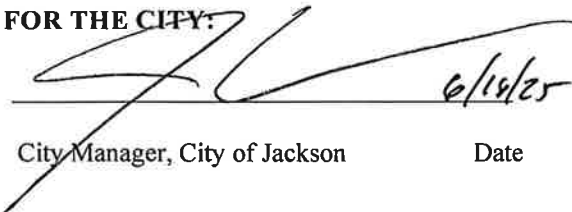
For those employees hired after July 1, 2025, stipends will only be paid for license(s) that are directly applicable to the duties of the employee's current position (i.e. A WWTP employee will only receive a stipend for a wastewater license(s), even if they hold and maintain additional licenses not relevant to their current job duties. This applies regardless of whether the employee obtained or maintained such license(s) prior to transferring to a department where the license(s) is not applicable.

**2025 CITY OF JACKSON-MAPE  
NEGOTIATIONS TENTATIVE AGREEMENT**

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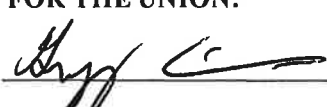
**FOR THE CITY:**

  
City Manager, City of Jackson

Date

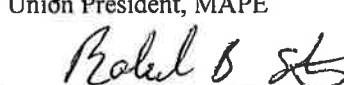
6/16/25

**FOR THE UNION:**

  
Union President, MAPE

Date

6/16/25

  
Union Representative, MAPE

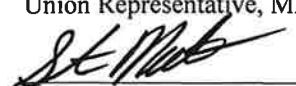
Date

6-16-25

  
Union Representative, MAPE

Date

6/16/25

  
Union Representative, MAPE

Date

6-16-25

  
Union Representative, MAPE

Date

6-16-25

## 2025 CITY OF JACKSON-MAPE NEGOTIATIONS TENTATIVE AGREEMENT

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### City Proposed Language:

#### ARTICLE 9 – HOLIDAYS

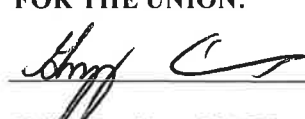
Section 9.1: Holidays. The following days shall be recognized as holidays: New Year's Day, Martin Luther King Day, President's Day (federally celebrated), Good Friday, Memorial Day (federally observed), Independence Day, **Juneteenth**, Labor Day, Veteran's Day (November 11), Thanksgiving Day, day after Thanksgiving, Christmas Eve Day and Christmas Day. Additionally, any additional days granted by the City Manager shall be considered employee appreciate days and not counted as holidays.

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FOR THE CITY:

  
\_\_\_\_\_  
City Manager, City of Jackson      Date

FOR THE UNION:

  
\_\_\_\_\_  
Union President, MAPE      Date

  
\_\_\_\_\_  
Union Representative, MAPE      Date

  
\_\_\_\_\_  
Union Representative, MAPE      Date

  
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Union Representative, MAPE      Date

  
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Union Representative, MAPE      Date

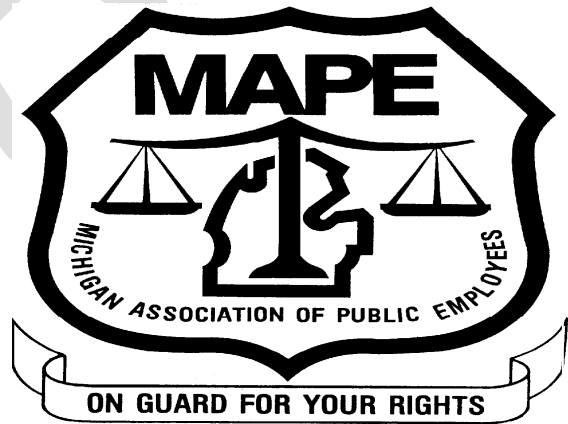
# LABOR AGREEMENT

CITY OF JACKSON

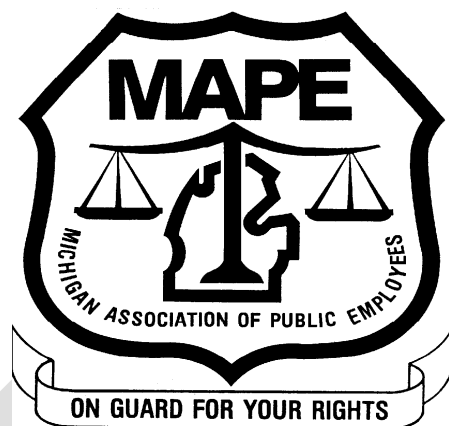
and

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES

July 1, 202<sup>5</sup> through June 30, 202<sup>99</sup>







DRAFT

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## **AGREEMENT**

THIS AGREEMENT, made effective upon its date of execution by and between the CITY OF JACKSON, a Michigan Municipal Corporation, hereinafter referred to as the Employer, and the MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES, hereinafter referred to as the Association,

W I T N E S S E T H:

The general purpose of this Agreement is to set forth the wages, hours and working conditions, which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Association. Recognizing that the interest of the community and the job security of the employees depend upon the Employer's ability to continue to provide proper services to the community, the Employer and the Association for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

### **ARTICLE 1 – RECOGNITION**

Section 1.1: Recognition. Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining agency for all regular full-time employees employed within any of the classifications set forth in Appendix A, but excluding seasonal employees, temporary employees, part-time employees and all other employees of the Employer.

- (a) Temporary/Seasonal Employee Defined. A temporary or seasonal employee shall be defined as an employee who is hired for a period of not to exceed eleven (11) months. Additionally, a temporary or seasonal employee who has worked for a period of eleven (11) months will not be placed in another seasonal or temporary position for at least 30 consecutive days.
- (b) The term “temporary employee” is further defined to include any employee hired: to fill a full time position to cover a position vacated due to a leave of absence, to fill a full time position pending a posting and selection period, to assist with increased work loads of limited duration which are not associated with annually recurring needs, or similar circumstance.
- (c) The term “seasonal employee” is further defined to include any employee hired to work full time for a temporary period of less than a full year, the need for which may be anticipated to recur for a similar time and purpose in other years. (Examples: tax collection, mowing season, etc.)

Section 1.2: Management Rights. The Employer retains all rights established by law and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of the Employer is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and classifications of work and the number of personnel required; to direct and control operations; to maintain order operations as in the past; to study and use improved methods and equipment and outside assistance whether in or out of the City's facilities and to carry out the ordinary and customary functions of the administration of

the City. The employer shall have the right to hire, promote, assign, transfer, suspend, discipline or discharge for just cause; lay-off and recall personnel; to establish work rules; to make judgements to the ability and skill; to establish and change work schedules; except where any of these rights are limited or abridged by provisions of the Agreement.

Section 1.3: Discrimination. All Association employees are entitled to be treated with dignity and respect in the workplace. More specifically, employees are entitled to work in an environment that is free of intimidation, humiliation, insult and offensive acts or speech based on race, creed, color, sex, age, religion, national origin, sexual orientation, gender identity, family medical history and genetic information, disability, marital status, height, or weight and other legally protected statuses.

Section 1.4: Association Activity. The Association agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activity during working hours. There shall be no Association meetings held on City property, unless authorized in writing by the Employer. Employees, who are elected or appointed to attend Association meetings, seminars or workshops, will be granted leave without pay to attend, provided reasonable advance notice is furnished to the Employer and further provided that the requested time off does not impair the operations as determined by the department head.

- (a) It is understood and agreed that there may be no more than one (1) employee from any division of a department within the City on Association leave at the same time. It is likewise understood and agreed that no more than one (1) Association representative may be relieved from his work within a given division of a department at any one time for Association business, grievance representation or contract negotiations. Said release from work shall be without pay.

The parties will split the cost of Association employee representatives participating in negotiations by equally sharing in the wage costs of all hours spent in negotiations which occur during the employee-representative's regular working hours. No additional payment shall accrue for hours spent bargaining outside the regular shift.

- (b) At the time new employees are hired, the Union will explain the Agency Shop and dues check-off provision of this Agreement to said employees. If the employees wish to join the Association and/or to have the dues or representation fee deducted from their pay, the Employer will have them sign the proper membership and check-off form which shall be postdated to conform to this Agreement. The names and work locations of all new employees hired into bargaining unit positions will be provided in a timely manner to a union official, as designated by the union.
- (c) See Section 2.4 for grievance release time procedure.

Section 1.5: Check-off of Dues. The Employer agrees to deduct the regular monthly dues and representation fees from the payroll of all those employees who are or become members of the Association and who presently execute payroll deduction authorization cards therefor, the provisions of which must conform to the legal requirements imposed by the State. Said deductions shall be immediately forwarded to the Association. A check-off list shall accompany the deductions, setting forth the name of the employee and the amount of dues.

The Association shall defend and indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Association.



Section 1.6: Gender Clause. In this Agreement, words in the masculine gender shall include masculine or feminine gender.

Section 1.7: NLRB – Communications Specialist. The Association will seek NLRB certification as a “bona fide” representative of the Communication Specialists, eligible to negotiate a Section 207(b) schedule.

## **ARTICLE 2 – GRIEVANCE PROCEDURE**

Section 2.1: Grievance Defined. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement, inclusive of the Drug and Alcohol Policy (Appendix C).

Section 2.2: Steps of the grievance procedure.

A. Oral step

An employee who believes he has a grievance must submit his complaint orally to his immediate supervisor within forty-eight (48) hours after the employee first had knowledge of the occurrence of the event upon which his complaint is based, or within forty-eight (48) hours of when facts were such that the employee reasonably should have had knowledge (Saturdays, Sundays and holidays excluded). The supervisor shall give the employee a verbal answer within twenty-four (24) hours (Saturdays, Sundays and holidays excluded) after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply: (Individual employees have the right to pursue a grievance at the oral step without inviting Association representation, in accordance with the terms of the labor mediation act, MCL 423.26. However, no settlement at the oral step will be inconsistent with the terms of the collective bargaining agreement; and the Association will be notified of all oral step settlements by the supervisor involved if the settlement was reached individually with an employee.)

B. Written Steps

FIRST STEP. A grievance must be reduced to writing, stating the facts upon which it is based, timing, persons involved, and denote the section(s) of the Agreement allegedly violated. The grievance must be signed by the employee filing the grievance and presented to the employee's department head by the steward within five (5) days after receipt of the answer to the oral step. The grievance must also be written on a form mutually agreeable to the Association and the Employer.

The department head or designee shall present a written answer to the steward within five (5) regularly scheduled working days after receipt of the grievance. If the answer is satisfactory, the steward shall so indicate on the grievance form and sign it with one (1) copy provided to the department head.

SECOND STEP. Should the grievance remain unresolved, the Association steward and/or employee must present the appeal to the Director of Human Resources within five (5) regularly scheduled working days after the date of the written response. The Director of Human Resources and/or someone designated by him shall meet with the Association grievance committee to discuss the grievance within seven (7) regularly scheduled working days after the second step appeal is presented. The grievant shall

be represented by the Association committee of not more than three (3) persons, one (1) of whom shall be a representative from the Michigan Association of Public Employees (MAPE), and another representative shall be the steward representing the department where the grievance arose. The grievant will be excused to attend this meeting upon request of the Association. If necessary, the parties will reschedule the meeting to accommodate the grievant's work schedule.

Within seven (7) regularly scheduled working days after the discussion, the Director of Human Resources shall give the MAPE Office and the local President a written answer. If the answer is satisfactory, the Association representative shall so indicate in writing giving one (1) copy of the settled grievance to the Director of Human Resources.

THIRD STEP. Should the grievance still remain unresolved, within fifteen (15) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after receipt of the answer derived from the second step, the Association steward and/or employee shall submit written notice to the Director of Human Resources of their desire to arbitrate the grievance. Within ten (10) days of such notice, the parties must mutually agree upon an arbitrator to decide the issues. If the parties are unable to agree upon an arbitrator, the Association may request a list of arbitrators from the Federal Mediation and Conciliation Service in accordance with the following rules:

The request to FMCS will be for a list of nine (9) arbitrators, from the State Of Michigan. Once the list of nine (9) arbitrators has been received, either party may disqualify the entire list and request a new list of nine (9) arbitrators. If the parties are satisfied with the first list or once the second list is obtained, the parties shall confer and each party shall strike a name from the selected list of nine (9) names alternatively until there is only one (1) name left and said person shall serve as arbitrator for the grievance.

The arbitrator shall determine all questions over which he has jurisdiction pursuant to this Agreement, including threshold questions, if any, except questions of law. Failure to request arbitration in writing within the period as is set forth herein shall be deemed a withdrawal of the grievance, and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to or subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein, including the application of any work rules promulgated by the Employer. The arbitrator shall have no authority to consider any facts, or rule upon any issues, not disclosed by the grievant, the Association or the Employer prior to the commencement of the arbitration hearing. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discipline, including discharge that may reach this step of the grievance procedure. The decision of the arbitrator shall be final and binding upon the grievant, the Association and the Employer provided he has not exceeded his authority as outlined herein. The expenses and fees of the arbitrator shall be paid by the losing party. Each party shall be responsible for the expense of its own witnesses, to include wages. If either party withdraws a grievance or requests postponement and is granted same, the party requesting the postponement or withdrawing the grievance shall be responsible for the fees of the arbitrator, if any. If the Association requests a postponement and is granted same, the back pay liability of the Employer, if any, shall cease on the date the original hearing had been scheduled. If a grievance is settled by the parties prior to the

arbitration hearing and/or award, expenses of the arbitration shall be paid as agreed upon in the settlement agreement.

Section 2.3: Time Limits in Grievance Procedure. Time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Association. In the event the Association 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.

Section 2.4: Association Representative Functioning in Grievance Procedure.

- (a) It is expressly understood that, in no event, shall any Association representative leave his work for grievance purposes as provided in the grievance procedure without first notifying and obtaining the approval of his department head, which approval will be granted, as soon as is practicable after the urgent or critical aspects of the job have been completed, or the person the Association representative desires to see becomes available, then if denied, such denial shall be a proper subject of the grievance procedure.

It is likewise understood and agreed that the Employer shall not pay for time spent investigating or processing grievances beyond the Second Step of the grievance procedure. In addition, the writing of the grievance and grievance answers shall occur during non-working hours.

- (b) Upon prior approval of the steward's department head, the steward may be released from duty, with pay at the sole discretion of the department head, for the purpose of investigating and/or processing grievances that may arise under the collective bargaining agreement. However, in no case shall such actions result in overtime pay.

Criteria for release of stewards is as follows: In order to qualify for release time as stated above, the steward must provide the following information to the department head in writing:

- (1) Location of where the meeting is to be held;
- (2) Whom the steward will ~~be meeting~~ be meeting;
- (3) Expected time of return; and
- (4) The name of the department head of the employee the steward is meeting.

This information shall be provided to the steward's department head when the initial request for release time is made. However, for grievances protesting suspension or discharge a reasonable amount of on-duty time may be spent by the Association representative investigating and writing the grievance.

Section 2.5: Employer answers to grievances filed under this procedure shall contain reasons for denial and must state the facts upon which its decision is based.

Grievances appealed by the Association at any step of this procedure must have the reasons for rejecting the Employer's answer and state the facts upon which the rejection is based.

Section 2.6: It is understood and agreed that in the case where an employee is being questioned and said employee reasonably believes that said questioning may result in discipline, he shall be entitled to have one (1) Association representative present if he so requests.

### **ARTICLE 3 – DISCHARGE/DISCIPLINE CASES**

Section 3.1: Time Limits for Grieving Discipline. In the event an employee under the jurisdiction of the Association who has completed his probationary period shall be issued a written reprimand, be suspended from work for disciplinary reasons or be discharged from his employment after the date hereof and he believes he has been unjustly reprimanded, suspended or discharged, such written reprimand, suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the employee's department head within five (5) regularly scheduled working days after such discharge or after the start of such suspension.

Section 3.2: Release of Employee Information. It is understood and agreed that when an employee files a grievance with respect to his written reprimand, suspension or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

Section 3.3: Counseling Memos. The Employer will no longer issue written warning letters. The counseling memo will be the preferred pre-disciplinary action format. Counseling memos are not disciplinary actions and are not a subject for the grievance procedure. In the event an employee receives a counseling memo, the employee will be allowed to respond to the counseling memo in writing and that response will be attached to the counseling memo and included in the personnel file.

An employee who has received a counseling memo may request of his department head, after six (6) months have passed, that the document be removed from his personnel file. The department head has sole discretion to grant or deny the request to remove. If the request is denied, the department head will advise the employee of his reason. Counseling memos will automatically expire 18 months after the date of issuance unless specified to end sooner, so long as no similar misconduct or similar rule violation occurs and is addressed in writing prior to the deadline for removal. In that event, the counseling memo shall remain in the personnel file for whatever period the Employer deems necessary.

Section 3.4: Compensation Upon Reinstatement. In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension less any compensation he may have earned at new or expanded employment during such period and less unemployment compensation and/or workers compensation paid during said period.

## **ARTICLE 4 – STRIKES AND LOCKOUTS**

Section 4.1: No Strikes or Lockouts. The Association agrees that during the life of this Agreement, neither the Association, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operation of the Employer. The Employer agrees that during the same period there will be no lockouts.

Section 4.2: Discipline for Strikes. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the sole discretion of the Employer.

## **ARTICLE 5 – SENIORITY**

Section 5.1: Seniority Defined. Seniority shall be defined as an employee's length of continuous, full-time employment in a bargaining unit position with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer as a regular, full-time, non-seasonal, non-temporary employee since which he has not quit, retired or been discharged. 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.

Leaves of absence without pay of over thirty (30) calendar days and absences following layoffs or disciplinary actions in excess of thirty (30) calendar days shall be deducted from an employee's seniority.

Section 5.2: Probationary Period. All new employees shall be considered probationary until they have completed two (2) calendar years of employment with the Employer. The probationary period allows the Employer to evaluate whether the employee demonstrates the ability and other attributes necessary for regular employment status.

During the probationary period:

- The employee shall have no seniority status.
- The employee will not be considered a regular, full-time bargaining unit member.
- The employee may be terminated at the sole discretion of the Employer, without consideration of length of service, the just cause standard, or access to the grievance procedure.

Upon successful completion of the probationary period, the employee's name shall be added to the seniority list, effective from their original date of hire.

Employees who are in their probationary period at the time of this contract's ratification shall continue to serve a total probationary period of two (2) calendar years. Time worked prior to the contract's effective date shall be credited toward this requirement.

At the discretion of the Department Head, an employee may have their probationary period reduced upon the satisfactory completion of an Annual Employee Performance Report. When a reduced probationary period is granted, the employee's seniority date shall remain effective from their original date of hire.

Section 5.2: Probationary Period. All new employees shall be probationary employees until they have actually worked (including overtime and holidays) one thousand seven hundred and sixty (1760) hours for the employer. 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 that qualify him for regular employee status. During the probationary period, the employee shall have no seniority status, will not be considered a regular, full-time bargaining unit employee and may be terminated in the sole discretion of the Employer without regard to his relative length of service, without regard to the just cause standard, and without recourse to the grievance procedure. Upon the successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring.

Section 5.3: Seniority List. The Employer will maintain an up-to-date seniority list by department. A copy of the seniority list will be posted on the appropriate bulletin board every six (6) months following the date of this Agreement. The names of all non-probationary employees shall be listed in order of their hiring date. If two (2) or more employees have the same hiring date, their names shall appear in sequence by score on the written examination for their present position and then subsequently in alphabetical order by the first letter of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 5.4: Termination of Seniority. An employee's seniority and employment shall terminate:

- (a) If he quits, retires, or is justifiably discharged.



- (b) If following a layoff for the lack of work or funds, he fails or refuses to notify the City of his intention to return to work within five (5) regularly scheduled working days after a written notice sent by certified mail of such recall is sent to his last address on record with the Employer, or having notified the City of his intent to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent.
- (c) If he is absent for three (3) consecutive regularly scheduled working days without notifying his department head or his superintendent within such three (3) day period of a justifiable reason for such absence. However, exceptions may be made in the discretion of the Employer, if extenuating circumstances or emergencies made said notification impossible.
- (d) When he has been laid off for the lack of work or funds for a period equal to the length of his seniority or twenty-four (24) consecutive months, whichever is the lesser.

Section 5.5: Layoff/Bumping Procedures. When in the judgment of the Employer, it is necessary to eliminate a job classification or to reduce the number of occupants in a classification, part-time and/or probationary employees within the job classification being reduced shall be laid off first provided there are seniority employees within the classification who have the then present skills and ability to perform the work in the classification. Thereafter the seniority employee or employees with the least classification seniority in the affected classification shall be the ones removed therefrom.

- (a) The parties will review all vacant positions to determine whether an appropriate placement can be made for a displaced employee prior to implementing a bumping procedure. In the event an appropriate placement cannot be made in a vacancy, a laid off employee may bump to any previously held position which was held satisfactorily, or bump the least senior employee in a classification which a laid off employee is capable of performing. Displaced employees may be placed in higher level vacancies through this process, but may not bump incumbent employees from higher level positions. The employee must meet the following criteria for placement in a vacant position or to displace an incumbent through the bumping process:
  - (1) Must meet minimum requirements of the job at the time of receiving notice of layoff;
  - (2) Must hold or obtain any licenses required by position before the conclusion of the break-in/training period; and
  - (3) Must be able to perform the essential elements of the job before the conclusion of the break-in/training period as in Section 5.6.

Failure to meet the criteria outlined above within the specified time limits will void the bump and cause the participants to be returned to their previous status, with no further bumping rights.

- (b) Employees thus bumped from their job classification shall exercise the same right, seniority permitting. If an employee does not have enough seniority to displace an employee in a classification which he/she has permanently held prior to the layoff, then said employee shall be laid off from employment and all pay and fringe benefits shall cease.

Section 5.6: Recall of Employees. Employees laid off from a given classification shall be recalled to said classification in inverse order of layoff as vacancies occur, provided they still have seniority with the City and provided they have the then present ability to satisfactorily perform the available work without break-in or training. If there are no employees on layoff status who have the then present ability to satisfactorily perform the available work and the available work is of such a nature that a normal employee shall be able to learn to perform such work with a break-in or training period of not to exceed forty-five (45) regularly scheduled working days, the senior employee in the department who has the capability and the special qualification, if such are required, to satisfactorily perform the work and meets the requirements for the job shall be the one recalled and given such break-in or training. If under this section there are no laid off employees who qualify for recall, then the Employer shall be free to hire new employees to perform such work.

- (a) If an employee is given minimum break-in or training as above provided and demonstrates that with such break-in or training he is unable to satisfactorily perform such work, he shall then be returned to layoff status and not again be eligible for recall to work, until work is again available in a job for which he has the then present ability to perform without break-in or training to which his seniority entitles him.
- (b) A similar review will occur when a full-time temporary or seasonal position becomes available while a bargaining unit member is on layoff. The Employer will review the position requirements and the skills and abilities of the laid-off employee(s) to determine whether it is practical to offer the employee a temporary recall to the temporary or seasonal duties. The training period for recall to a temporary or seasonal vacancy shall be the same for the bargaining unit member as would be offered to a non-unit member, and in any event shall not exceed the limits noted above. Any required licenses will be in place at the time of such recall. Any employee that accepts a temporary recall does not forfeit any bargaining unit rights.

Section 5.7: Definitions of Satisfactory Ability. All statements referencing pre-existing abilities to satisfactorily complete a work assignment does not preclude an employee from receiving on the job "simple and necessary instructions." "Simple and necessary instructions" shall mean that the employee is not entitled to training with respect to such job classification unless specifically related to the peculiarities of the equipment involved and/or the unusual aspects of their operation.

Section 5.8: Job Bidding. When it is necessary to fill a new, permanent job classification or a regular vacancy in an existing job classification which is represented by the Association, such opening or vacancy shall be posted on the appropriate bulletin board for a period of five (5) regularly scheduled working days. During such period, regular bargaining unit employees who have completed their probationary period and bargaining unit employees on layoff status may bid for such opening or vacancy by completing an appropriate application form in the Department of Human Resources. Regular, temporary and part-time non-bargaining unit employees may also bid on such opening or vacancy provided they are currently employed and have been employed a minimum of one hundred sixty (160) hours in the twelve (12) week period immediately preceding such posting. (For purposes of this section, probationary employees who have been employed a minimum of one hundred sixty (160) hours immediately preceding the posting may bid for such vacancies, and shall have the same rights as a similarly situated temporary employee.) This posting procedure shall not apply to openings or vacancies in classifications which are Federal or State funded.

- (a) Notices of all vacancies within the bargaining unit will be posted in all appropriate departments in the City. All such postings shall occur on an as needed basis.

The Director of Human Resources or his designee shall establish for each job classification, prior to posting for such classification, a weighting system designed to rank qualified applicants according to their probable ability to perform the job. The weights assigned to each category shall appear on the job posting. Such weighting systems may include consideration of written examination scores (for which a minimum passing score of 70% shall be required to continue to participate in the selection process), an oral examination or interview, an evaluation of relevant educational and practical experience, performance tests and/or other matters deemed by the Director of Human Resources or his designee to be relevant to an applicant's probable job performance. For all bargaining unit vacancies, a 20% to 50% weighting factor shall be assigned to previous job-related experience, and up to a 10% weighting factor shall be assigned to a department head's performance evaluation for work (or letter of recommendation addressing performance issues) dated within the one (1) year period immediately preceding the posting. Bargaining unit members who do not have recent (within one year prior to the posting) positive evaluations, but have no negative evaluations or discipline in the previous year will receive 5% for the evaluation category. (For purposes of this section, disciplinary action shall only include written reprimands, suspensions, demotions or discharge.)

Names of qualified applicants shall be ranked on eligibility lists in the order determined by the scores received by the applicants under the appropriate weighting system with a combined score on the weighting system of 70% being the minimum passing score. The weighting factors designated to fill a position will be the same for an open competitive process as they were for the immediately preceding internal posting process.

- (b) The department head, following the internal posting, may call for an open competitive examination or may appoint, with the approval of the City Manager, from those employees who have applied relying on either examinations and/or interviews only.
- (c) The Director of Human Resources and the department head will review personally all recommendations for appointment or promotion to vacancies within the unit to assure compliance with Subsection (b) above.
- (d) All vacancies will be filled under normal circumstances within sixty (60) days. The Association will be notified in those cases where the Employer is unable to fill a vacancy in the normal time span. The Employer retains the right to determine whether a vacancy is to be filled. If the Employer determines that it will not fill a vacancy, then it will notify the Association within thirty (30) calendar days of the determination that it will not fill the vacancy.
- (e) When an employee is awarded a job under this section after the ratification of this Agreement, he shall be on a job probation and may be removed therefrom at any time he demonstrates that he is or will be unable to satisfactorily perform the requirements of the job during the first seven hundred and twenty (720) actual hours of work in his new job classification. If so removed, the employee shall be returned to the last previous job classification he had permanently occupied prior to bidding for such job. If a job requires a driver's license and State law requires certain endorsements and an employee cannot obtain said license or endorsement or loses them, he shall be removed from the classification and be allowed to bump into any lower or equal job for which he has the then present ability and or licenses to perform in the same

manner as if he had been laid off. If a job specification or State law requires a certain job-related license or certificate, the employee must possess said license or certificate on the date specified by the Employer.

- (f) Any employee, who is awarded a job under the procedure set forth in this Section, shall not be awarded another job, the rate range of which is equal to or less, under this promotional procedure during the next succeeding six (6) months. Any employee, who is removed from a job classification for which he had applied because of his inability to satisfactorily perform the requirements thereof, as provided in subsection (f) above, shall be ineligible to bid on another job during the three (3) month period following the date of the setback. Any employee who bids on a job, is awarded the same and refuses said job shall not be eligible to bid on another job for one (1) year.

Section 5.9: Temporary Transfers. The Employer shall have the right to transfer employees regardless of their seniority status from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absence. The Employer shall also have the right to temporarily transfer employees regardless of their seniority status to fill temporary jobs or temporary vacancies or to take care of unusual conditions or situations which may arise for a period of not to exceed forty-five (45) consecutive regularly scheduled working days.

When an employee is temporarily transferred from one job classification to another, he shall continue to be paid the rate of pay to which he is entitled in his permanent job classification, unless he is transferred for a period of more than one (1) hour (cumulatively during a single work shift) to a job classification for which the maximum of the rate range is higher, in which event he shall be paid for the duration of such transfer the salary rate of the higher class, as if he had been permanently promoted to said job.

Section 5.10: Transfers Outside the Bargaining Unit. When a bargaining unit employee is promoted or transferred by the Employer to a supervisory or other job with the Employer outside the bargaining unit, such employee shall not continue to accumulate seniority for a period of six (6) months after said promotion or transfer. If, during said six (6) month period, the employee is removed from such supervisory or other job with the Employer for any reason other than discharge for reasons considered valid under this Agreement, such employee shall be allowed to exercise his seniority to return to a job within the bargaining unit, assuming said job is intended to be filled by the Employer, and he has the then present ability to satisfactorily perform all such job requirements, and seniority permitting. If an employee is removed after six (6) months, he shall have no right to return to the unit.

## **ARTICLE 6 – LEAVES OF ABSENCE**

Section 6.1: Special Leave. The Employer may grant special leaves of absence without pay to an employee, who has completed his probationary period, as follows:

- (a) The department head in his sole discretion may authorize an employee to be absent for a period of not to exceed thirty (30) calendar days for personal reasons.
- (b) In addition, the City Manager in his sole discretion may authorize an employee to be absent for any period or periods not to exceed ninety (90) calendar days in any consecutive twelve (12) month period.

- (c) Employees who have exhausted all accumulated sick leave, vacation leave, and special leave if granted, shall be terminated from employment. An employee who is absent from work due to illness or injury whether work-related or non-work-related for twenty-four (24) continuous months shall be terminated.

(c)

Section 6.2: Sick Leave. In compliance with the Michigan Earned Sick Time Act, effective after thirty (30) days of employment, every seniority and probationary employee shall be granted eight (8) hour sick leave allowance for each completed calendar month of service from which shall be subtracted any particular sick leave actually used since that date. Employees may use accrued earned sick time as it is earned; however, new probationary MAPE employees are required to wait for thirty (30) calendar days after commencing employment before using accrued earned sick time. Earned sick time may be used in increments of one (1) hour or the smallest increment that the City's payroll system uses to account for absences or use of other time.

Earned sick time may be used for:

- The employee's own mental or physical illness, injury, or health condition.
- The care of a family member with a mental or physical illness, injury, or health condition.
- Medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition.
- Preventive medical care.
- Closure of the employee's place of business by order of a public official due to a public health emergency.
- The care of a child whose school or place of care has been closed by order of a public official due to a public health emergency.
- Absences related to domestic violence or sexual assault of the employee or their family member.
- Meetings at an employee's child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.

The immediate family for these purposes shall be regarded to include: Biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis. Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child. • Grandparent. Grandchild. • Biological, foster, or adopted sibling. • Any other individual related by blood. • "Domestic partner" means an adult in a committed relationship with another adult, including both same-sex and different-sex relationships. • "Committed relationship" means one in which the employee and another individual share responsibility for a significant measure of each other's common welfare, such as any relationship between individuals of the same or different sex that is granted legal recognition by a state, political subdivision, or the District of Columbia as a marriage or analogous relationship, including, but not limited to, a civil union.

The City shall not retaliate against, discipline or otherwise penalize an employee for requesting or using earned sick time in accordance with this Agreement and the Michigan Earned Sick Time Act. The City shall maintain records documenting the hours worked by employees and earned sick time accrued and used, in accordance with applicable law.

a) Reporting Absences. The employee is responsible to notify his supervisor prior to the start of his shift, or as soon thereafter as the employee's circumstances permit, if he is going to be absent. For foreseeable absences, employees must provide up to seven (7) days' notice. All foreseeable leaves require specific prior approval of the Department Head. For unforeseeable absences, notice should be given as soon as practicable to the Department Head.

The employee must call in each day of absence, unless prior arrangements have been made for extended absences. Failure to call in the absence within 30 minutes of the start of the shift may result in the absence being considered unexcused. The department head may make exceptions to the call in deadline in extraordinary circumstances.

When the employee calls in to report an absence, he will explain the reason for his absence and the length of time he expects to be away from work. Such information shall be left with the supervisor or such other individual(s) as the department head has designated. However, employees are not required to disclose details relating to domestic violence or sexual assault or the details of an employee's or an employee's family member's medical condition. If the City possesses health information or information pertaining to domestic violence or sexual assault about an employee or employee's family member, the City will treat that information as confidential and will not disclose that information except to the affected employee or with the permission of the affected employee.

If an employee is unable to call in his absence, a family member shall make the call on his behalf. As soon as the employee is able, he should contact his department head or supervisor personally.

Department heads must ensure that employees' explanations for absences are maintained as a written record in accordance with HIPAA.

Department heads or supervisors will advise employees as to the least disruptive times of the day/week to schedule medical appointments, to facilitate the employee in making appointments that will not significantly affect the operation. Such times may differ by work group and/or by season.

b.) Documentation Requirements. For absences of more than three (3) consecutive workdays, the City may require reasonable documentation, such as a signed statement by a health care professional, to verify the need for sick leave. Employees must provide the documentation to the City not more than 15 days after the employer's request.

c.) Management Intervention. In administering the disciplinary action, the department heads retain the sole right and authority to evaluate the sick leave records of the employees and to take into account extenuating circumstances. Such extenuating circumstances may include the reasons for absence, the employee's length of service,



the employee's past attendance and performance records, and whether the sick leave events are related to a FMLA leave which was exhausted during the previous twelve (12) month period.

If the department head finds an employee has used sick leave excessively, abused sick leave, had an inappropriate pattern of absences and/or has been absent without appropriate excuse or call-in, the department head will warn and/or discipline the employee, as appropriate for the facts and circumstances.

- d.) "Service" for purposes of accumulating sick leave for any given month shall be based only one hours actually worked or approved vacation hours.
- e.) An employee who makes a false claim for paid sick leave, shall be subject to disciplinary action up to dismissal depending upon the circumstances involved.
- f.) An employee shall not be eligible for sick leave if his illness or injury is attributable to causes stemming from his employment or work in the service of another employer or while acting in the capacity of a private contractor to another party, if that time off is already covered by workers' compensation.
- g.) If an employee retires and is eligible for immediate pension benefits pursuant to the Employer's Retirement System (ERS), the employee shall be entitled to be paid fifty percent (50%) of his accumulated unused sick leave credits, up to a maximum of one hundred eighty (180) days accumulation. If an employee is discharged, is laid off, or quits, he shall not be entitled to payment of any portion of his accumulated unused sick leave. All future sick leave banks shall be capped at 1,440 hours (180) days for those with less than the capped amount in their bank. Anyone who subsequently reaches the cap shall be exempt from receiving additional sick time until their bank falls below this threshold.
- h.) When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment by the City and which is compensable under the Michigan Workers Compensation Act, the employee shall be paid his regular wage, not to exceed eight (8) hours per day at his regular straight time hour rate during the qualification period for workers' compensation (first seven (7) days). Once the employee has qualified to receive workers' compensation payments, beginning the eighth (8th) day, he shall receive no further payments from the City and thus the employee shall receive only workers' compensation payments. It is understood and agreed that an employee shall not receive both wages and workers' compensation payments for the same period of time, thus once an employee qualifies for workers' compensation payments, and as a result of said qualification, receives payments for lost hours of work which have already been paid by the City, the employee shall endorse over to the City his workers' compensation payment. This prohibition shall not preclude an employee from electing to be paid the difference between his worker's compensation payment and his regular wages [one (1) day per week or 1.5 hours per day] from his sick leave bank, provided the employee makes the election in writing.
- i.) Sick leave may be used as defined by the Michigan Earned Sick Time Act (ESTA). Use of sick leave for family illness as defined by the Michigan Sick Time Act (ESTA) will be considered the same as use for personal illness for purposes of determining excess use or patterns of abuse. However, nothing herein shall limit any rights an employee may have under the Family and Medical Leave Act (FMLA).



j.) (The following additional definitions shall apply:

“Absence” is the failure of an employee to report on the job during regularly scheduled working hours.

“Documented Sick Leave Event” is the use of sick leave due to an illness or injury that is verified by a statement from a medical professional.

“Excused Absences” are absences approved by department heads.

“Inappropriate Patterns of Absence” include set patterns of sick leave use, such as absences which routinely fall the day before or following a day off work (weekends, holidays, scheduled vacation, etc.); or which routinely occur in association with a personal event (example: the day after weekly bowling league participation) or a work event (example: the monthly deadline for a work project).

“Sick Leave Abuse” includes falsification and/or attempts to manipulate time off without a valid reason of sickness or injury. Employees found to have abused the sick leave benefit will be disciplined for the first offense, consistent with a “falsification of record” offense.

“Sick Leave Event” is the use of sick leave for time off work:

1. Consecutive days off due to the same illness or injury shall count as one (1) event.
2. Verified doctor, dentist and other medically-related appointments which are approved in advance, take less than two (2) hours and are at a time which is least disruptive to the employee's work will not be considered a sick leave event (“exempt appointments”).
3. Verified medically-related appointments which exceed two (2) hours, or which are scheduled without consideration to what time an absence is least disruptive to the operation, will be considered cumulatively as one (1) sick leave event until eight (8) hours is accumulated for such appointments. Such medically- related appointments which exceed the eight (8) hour total will be charged as separate sick leave events.
4. Sick leave used for bereavement for an immediate family member, in accordance with the terms of the contract, shall not be considered a sick leave event.

“Unexcused Absences” are those, except for unforeseen injury or illness, which have not been approved by the department head for reasons such as lack of required documentation, failure to call in the absence, etc. Unexcused absences will not be compensated without a finding of extenuating circumstances by the department head and may be the basis for disciplinary action as appropriate.

Section 6.2: Sick Leave. Effective after thirty (30) days of employment, every seniority and probationary employee shall be granted eight (8) hour sick leave allowance for each completed calendar month of service from which shall be subtracted any particular sick leave actually used since that date. Such sick leave allowance may only be used by an employee when incapacitated to perform his duties due to sickness, pregnancy or injury, or when quarantined (except as noted in Section 6.2(g)). The immediate family for this purpose shall be defined as an employee's

current spouse, children, father, step-father, mother, step-mother, brother, sister, current parents-in-laws, grandparents and grandchildren. All foreseeable leaves for such purposes shall require specific prior approval of the department head. It is understood and agreed that sick leave will not be abused.

- (a) ~~Reporting Absences.~~ The employee is responsible to notify his supervisor prior to the start of his shift, or as soon thereafter as the employee's circumstances permit, if he is going to be absent. The employee must call in each day of absence, unless prior arrangements have been made for extended absences. Failure to call in the absence within 30 minutes of the start of the shift may result in the absence being considered unexcused. The department head may make exceptions to the call in deadline in extraordinary circumstances.

When the employee calls in to report an absence, he will explain the reason for his absence and the length of time he expects to be away from work. Such information shall be left with the supervisor or such other individual(s) as the department head has designated.

If an employee is unable to call in his absence, a family member shall make the call on his behalf. As soon as the employee is able, he should contact his department head or supervisor personally.

Department heads must ensure that employees' explanations for absences are maintained as a written record in accordance with HIPAA.

Department heads or supervisors will advise employees as to the least disruptive times of the day/week to schedule medical appointments, to facilitate the employee in making appointments that will not significantly affect the operation. Such times may differ by work group and/or by season.

- ~~Documentation Requirements.~~ Employees are required to document absences under all of the following circumstances:

- ~~0. All sick leave events of more than three (3) consecutive days.~~
- ~~0. All sick leave events following five (5) undocumented sick leave events in a 12-month period preceding the current event (rolling 12 month calendar).~~
- ~~0. After the employee has been verbally warned concerning use of sick leave benefits.~~
- ~~0. After an employee has been found responsible for sick leave abuse and has not been terminated.~~

- ~~0. All sick leave events adjacent to holidays and scheduled vacation days if inappropriate pattern of absence has been established for the employee.~~
- ~~(b) Management Intervention. In administering the disciplinary action, the department heads retain the sole right and authority to evaluate the sick leave records of the employees and to take into account extenuating circumstances. Such extenuating circumstances may include, the reasons for absence, the employee's length of service, the employee's past attendance and performance records, and whether the sick leave events are related to a FMLA leave which was exhausted during the previous twelve (12) month period.~~
- ~~If the department head finds an employee has used sick leave excessively, abused sick leave, had an inappropriate pattern of absences and/or has been absent without appropriate excuse or call-in, the department head will warn and/or discipline the employee, as appropriate for the facts and circumstances.~~
- ~~(b) In order to accumulate sick leave for any given month, the employee must actually work or be on vacation for eighty (80) or more hours in said month.~~
- ~~(b) An employee, who makes a false claim for paid sick leave, shall be subject to disciplinary action up to dismissal depending upon the circumstances involved.~~
- ~~(b) An employee shall not be eligible for sick leave if his illness or injury is attributable to causes stemming from his employment or work in the service of another employer or while acting in the capacity of a private contractor to another party, except as he may be eligible for the benefits of the Family and Medical Leave Act (FMLA). Similarly, absences for medical appointments associated with employment for another (current or potential) employer shall not be compensable as paid sick leave.~~
- ~~(b) If an employee retires, and is eligible for immediate pension benefits pursuant to the Employer's Retirement System (ERS), the employee shall be entitled to be paid fifty percent (50%) of his accumulated unused sick leave credits, up to a maximum of one hundred eighty (180) days accumulation. If an employee is discharged, is laid off, or quits, he shall not be entitled to payment of any portion of his accumulated unused sick leave. However, all future sick leave banks shall be capped at 1,440 hours (180) days for those with less than the capped amount in their bank. Anyone who subsequently reaches the cap shall be exempt from receiving additional sick time until their bank falls below this threshold.~~
- ~~(b) When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment by the City and which is compensable under the Michigan Workers Compensation Act, the employee shall be paid his regular wage, not to exceed eight (8) hours per day at his regular straight time hour rate during the qualification period for workers' compensation (first seven (7) days). Once the employee has qualified to receive workers' compensation payments, beginning the eighth (8th) day, he shall receive no further payments from the City and thus the employee shall receive only workers' compensation payments. It is understood and agreed that an employee shall not receive both wages and workers' compensation payments for the same period of time, thus once an employee qualifies for workers' compensation payments, and as a result of said qualification, receives payments for lost hours of work which have already been paid by the City, the employee shall~~

~~endorse over to the City his workers' compensation payment. This prohibition shall not preclude an employee from electing to be paid the difference between his worker's compensation payment and his regular wages [one (1) day per week or 1.5 hours per day] from his sick leave bank, provided the employee makes the election in writing.~~

~~(b) Sick leave may be used for family illness. Use of sick leave for family illness will be considered the same as use for personal illness for purposes of determining excess use or patterns of abuse. However, nothing herein shall limit any rights an employee may have under the Family and Medical Leave Act (FMLA).~~

~~(b) (The following additional definitions shall apply:~~

~~"Absence" is the failure of an employee to report on the job during regularly scheduled working hours.~~

~~"Documented Sick Leave Event" is the use of sick leave due to an illness or injury that is verified by a statement from a medical professional.~~

~~"Excessive Sick Leave Use" is the use of sick leave in excess of five (5) sick leave events in any twelve (12) month period and/or sick leave use in excess of the employee's accumulated sick leave bank if the employee has been employed for longer than 12 months. An employee may be verbally warned following four (4) sick leave events in any 12 month period. For purposes of this policy, leaves granted pursuant to the Family and Medical Leave Act of 1993 (FMLA) will not be considered in evaluating excessive sick leave use.~~

~~"Excused Absences" are absences approved by department heads.~~

~~"Inappropriate Patterns of Absence" include set patterns of sick leave use, such as absences which routinely fall the day before or following a day off work (weekends, holidays, scheduled vacation, etc.); or which routinely occur in association with a personal event (example: the day after weekly bowling league participation) or a work event (example: the monthly deadline for a work project).~~

~~"Sick Leave Abuse" includes falsification and/or attempts to manipulate time off without a valid reason of sickness or injury. Employees found to have abused the sick leave benefit will be disciplined for the first offense, consistent with a "falsification of record" offense.~~

~~"Sick Leave Event" is the use of sick leave for time off work:~~

~~0. Consecutive days off due to the same illness or injury shall count as one (1) event.~~

~~0. Verified doctor, dentist and other medically-related appointments which are approved in advance, take less than two (2) hours and are at a time which is least disruptive to the employee's work will not be considered a sick leave event ("exempt appointments").~~

~~0. Verified medically-related appointments which exceed two (2) hours, or which are scheduled without consideration to what time an absence is least disruptive to the~~

~~operation, will be considered cumulatively as one (1) sick leave event until eight (8) hours is accumulated for such appointments. Such medically related appointments which exceed the eight (8) hour total will be charged as separate sick leave events.~~

- ~~0. Sick leave used for bereavement for an immediate family member, in accordance with the terms of the contract, shall not be considered a sick leave event.~~

~~"Unexcused Absences" are those, except for unforeseen injury or illness, which have not been approved by the department head for reasons such as lack of required documentation, failure to call in the absence, etc. Unexcused absences will not be compensated without a finding of extenuating circumstances by the department head, and may be the basis for disciplinary action as appropriate.~~

**Section 6.3: Military Leave.** Military leave shall be granted employees as follows:

Any employee, who presents official orders requiring their attendance for a period of training or other active duty as a member of the United States Armed Forces, including the Michigan National Guard, shall be entitled to military leave for a period or periods not exceeding a total of fifteen (15) calendar days in any one year. During such leave, the City shall pay the difference, if any, between regular City pay and military pay. This computation will not include military week-end pay. Such leave of fifteen (15) calendar days shall also be granted to employees who are called to or volunteer for extended active service with the United States Armed Forces. Military leave shall be in addition to and may not be concurrent with authorized vacation leave.

Section 6.4: Jury Duty Leave. Effective after thirty (30) days of employment, every seniority and probationary employee, who is summoned and reports for jury duty as prescribed by applicable law, for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he receives from the Court as daily jury duty fees and what he would have earned from the Employer on that day on the basis of eight (8) hours of work at this regular hourly rate of pay, provided that if such employee is excused from jury duty during regular working hours he promptly returns to work. The Employer's obligation to pay an employee for jury duty as above provided is limited to a maximum of ninety (90) days in any calendar year.

In order to receive the payment above referred to, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days and to the extent for which he claims such payments, and produce satisfactory evidence as to the amount he was paid by the Court for such jury duty. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

~~Section 6.4: Jury Duty Leave. An employee, upon completing his probationary period, who is summoned and reports for jury duty as prescribed by applicable law, for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he receives from the Court as daily jury duty fees and what he would have earned from the Employer on that day on the basis of eight (8) hours of work at this regular hourly rate of pay, provided that if such employee is excused from jury duty during regular working hours he promptly returns to work. The Employer's obligation to pay an employee for jury duty as above provided is limited to a maximum of ninety (90) days in any calendar year.~~

~~In order to receive the payment above referred to, an employee must give the Employer prior notice~~

~~that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days and to the extent for which he claims such payments, and produce satisfactory evidence as to the amount he was paid by the Court for such jury duty. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.~~

Section 6.5: Funeral Leave. Effective after thirty (30) days of employment, every seniority and probationary employee, shall receive the amount of pay they would have received on a regular eight (8) or (12) hour straight time basis for a day necessarily lost during their normal scheduled work week not to exceed three (3) days to make arrangements for and attend the funeral, cremation or interment service of a member of their immediate family. Additional days may be allowed upon approval of the department head, and said additional days shall be deducted from sick leave. For the purposes of this Section, immediate family shall be defined as an employee's current spouse, children, father, step-father, mother, step-mother, brother, sister, or parents-in-law, grandparents, and grandchildren.

Additionally, employees may use one (1) sick leave day to attend the funeral, cremation or interment service of a brother-in-law or sister-in-law. The leave days above referred to shall end not later than the calendar day following the day of the funeral, cremation or interment service and to be eligible for such pay the employee 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.

~~Section 6.5: Funeral Leave. Regular, non-probationary employees shall receive the amount of pay they would have received on a regular eight (8) or (12) hour straight time basis for a day necessarily lost during their normal scheduled work week not to exceed three (3) days to make arrangements for and attend the funeral, cremation or interment service of a member of their immediate family. Additional days may be allowed upon approval of the department head and said additional days shall be deducted from sick leave. For the purposes of this Section, immediate family shall be defined as an employee's current spouse, children, father, step-father, mother, step-mother, brother, sister, or parents-in-law, grandparents and grandchildren.~~



~~Additionally, employees may use one (1) sick leave day to attend the funeral, cremation or interment service of a brother-in-law or sister-in-law. The leave days above referred to shall end not later than the calendar day following the day of the funeral, cremation or interment service and to be eligible for such pay the employee 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.~~

**Section 6.6: Family and Medical Leave.** Employees are eligible to take leaves of absence pursuant to the Family and Medical Leave Act of 1993 (FMLA) and the Employer's published FMLA policy. The FMLA and the associated regulations allow eligible employees to take unpaid leaves for certain health and family related reasons for up to twelve work weeks without loss of Employer-paid health benefits. Eligible employees taking FMLA leave will be allowed to use accumulated sick leave and vacation leave during the FMLA leave as detailed below. Use of such paid leave time shall be concurrent with the twelve-week FMLA benefit period. Upon return from the FMLA leave the employee will be restored to a comparable position, in accordance with the Act. Additional information regarding FMLA leaves is available from the Human Resources Department.

- (a) Documentation: Applications for leave must be submitted in writing thirty (30) days in advance of the commencement of the leave, or as soon as possible when thirty (30) day notice is not possible. Appropriate documentation to confirm the appropriateness of the leave and approximate duration of the leave will be required. Family leave application forms are available in the Human Resources Department.
- (b) Eligibility: To be eligible, employees must have worked for the City for at least twelve (12) months, including at least 1250 hours during the twelve months immediately preceding the commencement of the leave.
- (c) Reasons for leave: Eligible employees may use FMLA leaves for the birth of the employee's child; as parental leave to care for a newly adopted child (during the first twelve (12) months of adoption placement) or a child not yet twelve (12) months old; to care for the employee's spouse, child, or parent with a serious health condition; or while the employee is unable to work due to a serious health condition.
- (d) In some circumstances involving serious health conditions, the FMLA leave may be used intermittently.
- (e) Use of leave banks:
  - (1) Health Related Leaves: Unless the employee is eligible for benefits pursuant to the worker's compensation statute, in all cases involving the employee's absence from work due to the employee's own, or a family member's, serious health condition, as defined by the Act and its regulations, the employee shall be required to use his unused sick leave credits. If the employee uses all his accrued unused sick leave while absent or does not have any unused sick leave credits, the employee must then use his accrued unused vacation time off until all but forty (40) hours are expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work.
  - (2) Parental Leaves: In all cases involving the employee's absence from work to care for an infant or newly adopted child (i.e., not medically necessary), the employee



will first use up to five (5) days of unused sick leave credits. If the absence continues beyond five (5) days, the employee shall use his/her accumulated vacation days until all but forty (40) hours are expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work.

- (f) Medical verification: For all qualifying absences involving the serious health condition of the eligible employee or his family member, the terms of the Family and Medical Leave Act will be assumed to be effective for absences of more than three (3) consecutive days. Additionally, upon return from the FMLA leave granted for the employee's own serious health condition, the employee will provide a medical statement indicating the employee is fit to perform the essential functions of his job.

## **ARTICLE 7 – HOURS**

Section 7.1: Work Day and Work Week. The normal work day shall consist of eight (8) hours per day. The normal work week shall consist of forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week or eight (8) hours of work per day.

- (a) It is understood and agreed that certain operations within the Treatment Plants & Facilities Division work a twelve (12) hour work schedule that may be maintained for the duration of the Agreement. The schedule shall be as follows:

First shift operations shall be on duty from 6:00 am to 6:00 pm according to the schedule. Third shift operations shall be on duty from 6:00 pm to 6:00 am with their work pay period beginning at 2:00 am each Wednesday-pay period. Any rotation of operators between these shifts shall be at the discretion of management at each treatment plant.

The first shift shall have a relief operator work from 6:00 am Monday to 2:00 pm Monday on an eight (8) hour shift and any other shift as deemed necessary to cover necessary hours.

Operators shall work a total of forty (40) hours in a continuous 168-hour period.

Relief operators shall work a total of forty (40) hours in a continuous 168-hour period of rotating 6:00 am to 2:00 pm Monday shifts and as Maintenance Mechanics from 7:00 am to 3:30 pm with a half-hour lunch period on Tuesday through Friday inclusive of Saturday and Sunday as scheduled days off work.

Any necessary adjustments to the operators work schedule shall be at the discretion of management.

- (b) No changes proposed at this time.

~~The normal work day shall consist of eight (8) hours per day. The normal work week shall consist of forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week or eight (8) hours of work or pay per day.~~

- ~~(a) It is understood and agreed that certain operations within the Treatment Plants & Facilities Division work a twelve (12) hour work schedule that may be maintained for the~~

~~duration of this Agreement. The schedule shall be as follows:~~

~~The first shift, manned by operators A and C shall be on duty from 6:00 AM to 6:00 PM with their work period beginning at 2:00 PM each Tuesday, transferring to second shift each four (4) weeks. The second shift, manned by operators B and D shall be on duty from 6:00 AM with their work period beginning at 2:00 AM each Wednesday, transferring to first shift each four (4) weeks.~~

~~The first shift shall have a relief operator, E or F, work from 6:00 AM Monday to 2:00 PM Monday on an eight (8) hour shift.~~

~~Operators A, B, C, and D shall work a total of forty (40) hours in a continuous 168-hour period.~~

~~Relief operators E and F shall work a total of forty (40) hours in a continuous 168-hour period on eight (8) hours shifts of 6:00 AM to 2:00 PM on Monday and as Maintenance Mechanics from 7:00 AM to 3:30 PM, with a one-half hour lunch period on Tuesday through Friday inclusive and Saturday and Sunday as scheduled days off work.~~

- ~~(a) It is expressly understood and agreed that should any of the present work schedules be determined not to comply with the State or Federal wage and hour laws, including the overtime portions thereof, the City may amend said work schedules so as to comply with said laws.~~

**Section 7.2: Break Periods.** If an employee is required to work beyond their normally scheduled shift for a duration lasting 5 hours or longer and ending at 2:00 am or later, said employee shall be given an eight (8) hour rest period from the time they leave the building. Such scheduled work hours that occur during this rest period shall be paid to the employee at their regular rate of pay during this rest period. At that time, the employee shall report to work and finish out their regular scheduled shift or use their own time off to cover the remaining hours left in their shift. Management, in its discretion, has the right to give the employee the day off with pay.

~~Employees shall be required to be at their job station and ready to start work at the start of their shift and shall be required to remain at work until the end of their shift, except for their unpaid lunch period and except for the following periods:~~

~~(-) Employees shall be entitled to a fifteen (15) minute break at or near the midpoint of the first half of their shift and a fifteen (15) minute break period at or near the midpoint of the second half of their shift at a time designated by the Employer, but shall be required to remain at work until the start of such break period and be back at their work stations and resume work at the end of such break period.~~

~~(-) Where overtime extends the regular work day at either its beginning or end, there shall be a fifteen (15) minute coffee break for each two (2) hours worked beyond the regularly assigned eight (8) hour shift.~~

~~(-) Unit I employees shall be entitled to a five (5) minute wash-up period immediately prior to the start of their unpaid lunch period.~~

Section 7.3: Overtime. Time and one-half (1½) the employee's regular hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one (1) day.

- (a) Time and one-half (1½) the employee's regular hourly rate of pay shall be paid for all hours worked on Saturday, except in case of employees working in classifications for which the normal workweek includes Saturday.
- (b) Employees working in classifications whose normal workweek includes Saturday shall be paid time and one-half (1½) their regular hourly rate of pay for all hours worked on the sixth (6<sup>th</sup>) consecutive day of their workweek.
- (c) Employees working in the Treatment Plants shall be paid overtime in accordance with the following: Employees working twelve (12) hour schedule will receive time and one half (1 1/2) their regular hourly rate of pay for all hours worked and paid on their first and third scheduled days off.
- (d) When overtime work is scheduled, the Employer will endeavor to give the employee involved reasonable advance notice and will endeavor to distribute the opportunity to work the scheduled overtime as equitably as is practicable among employees in the same classification and department, where the overtime work occurs among employees who have the then present ability to satisfactorily perform the required work which is to be performed and detailed knowledge of the specific tasks required in the performance of such work. Overtime opportunities will be offered to employees in the appropriate bargaining unit classification and applicable department/division before overtime opportunities are extended to seasonal and/or temporary employees.
- (e) The Employer shall determine which work is to be performed on an overtime basis. When the Employer determines that work is to be performed in an overtime basis and the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis immediately prior to the overtime period, it shall be considered an unscheduled overtime and, when the employer deems it is practical, will be offered first to the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period. Overtime which is an extension of the work shift may, at the City's discretion be completed by the employee who started said task.

~~(e)~~

Section 7.4: Double Time. Double the employee's regular hourly rate of pay will be paid for all hours worked on a Sunday, except in case of employees working in classifications for which the normal work week includes Sunday.

- (a) Employees working in classifications whose normal work week includes Sunday shall be paid two (2) times their regular hourly rate of pay for all hours worked on the seventh (7<sup>th</sup>) consecutive day.

Section 7.5: Overtime Work Requirements. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary to require employees to work overtime, either scheduled or emergency call-in. Employees who are required to work overtime will be given as much advance notice as is reasonably possible under the circumstances. Employees who fail to work the required overtime shall be subject to disciplinary action unless they offer an excuse acceptable to the Employer. In the case of overtime which has been planned twenty-four (24) hours or more in advance of work, employees scheduled for such work shall be given not less than four (4) hours advance notice.

- (a) The Employer will call the overtime list in rotation. If on a given occasion an employee, who is next in rotation on the overtime list, is not given the opportunity to work available overtime hours, he shall be offered the next overtime opportunity.

Employees on the overtime list who refuse or fail to report for said overtime when contacted two (2) times in a single call-in event shall be subject to disciplinary action.

~~It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary to require employees to work overtime, either scheduled or emergency call-in. Employees who are required to work overtime will be given as much advance notice as is reasonably possible under the circumstances. Employees who fail to work the required overtime shall be subject to disciplinary action unless they offer an excuse acceptable to the Employer. In the case of overtime which has been planned twenty-four (24) hours or more in advance of work, employees scheduled for such work shall be given not less than four (4) hours advance notice.~~

- ~~(-) Job Classification Overtime. Prior to October 1 of each year, the Employer will post a bulletin for each job classification within the respective departments and employees may indicate their desire to be called for overtime work in their classification. Employees who sign this voluntary overtime posting shall be placed on this voluntary overtime list. The bulletin shall remain posted for ten (10) working days. Employees who fail to sign the voluntary list shall have no right to work overtime under this subsection, unless the required manpower cannot be obtained from the voluntary list. Regular, full-time employees hired, transferred, promoted or bumped into a classification after the posting of the overtime list may sign said list after they have become qualified.~~

~~In obtaining workers for overtime work, within a given classification, the Employer will call the volunteer list in rotation. If on a given occasion an employee, who is next in rotation on the overtime list, is not given the opportunity to work available overtime hours, he shall be offered the next overtime opportunity, but in no case shall be paid for work not performed. Should it become necessary to go beyond the volunteer overtime list to make up a needed crew, the least senior employee not on the volunteer list capable of doing the job shall be called and shall be required to report in for work.~~

~~Employees, who sign the volunteer overtime list and who refuse or fail to report for said~~

~~overtime when contacted more than two (2) times, shall have their name removed from the list. Employees, who sign the voluntary overtime list and are unavailable to report for said overtime because they cannot be reached for more than four (4) times, shall have their name removed from the list. An employee who has placed his name on the~~

~~volunteer list may remove his name from said list. However, once he removes his name, he may not again sign said list until the following October posting.~~

~~(+)~~ Treatment Plant Overtime Procedure. For purposes of overtime at the treatment plants there shall be a list maintained by the Employer containing the names of all persons holding the classifications of Treatment Plant Operator and Treatment Plant Mechanic/Relief Operator. \_\_\_\_\_ The first name on the list shall be the name of the person with the least amount of overtime recorded with the last name on the list being that of \_

(b) the person with the most amount of overtime recorded. "Overtime recorded" shall be defined as the number of hours actually paid an employee for working overtime as well as the number of hours an employee would have actually been paid if he had worked overtime which was offered but which he declined on a voluntary basis.

When the Employer determines that overtime is necessary, the Employer will call the first name on the list of the persons available to work and offer that assignment to that person. If that person refuses, the Employer will then call the next name on the list of the person that is eligible to work overtime and offer the assignment to that person. The process will continue until the list is exhausted. If the Employer is unable to find a person who volunteers to work overtime, then the Employer shall have the right to require a person to work, according to the following procedure:

In the event it becomes necessary to require a person to work overtime due to the fact that no one volunteers, the Employer shall use the seniority list in inverse order starting with the person with the least amount of seniority and who is eligible to work being required to work. The next time there are no volunteers to accept the overtime assignment, the person with the second lowest seniority and eligible to work shall be required to work the overtime. This procedure of progressing through the seniority list in inverse order shall continue until all employees holding either of these classifications have been required to work an overtime assignment, then the sequence shall repeat itself. The intent is that over a period of time everyone in these two classifications shall have an equal obligation of being required to work overtime.

The Employer will make every effort to maintain a forty (40) hour work week for employees in these classifications, but this does not constitute a guarantee that this will always be possible with the work schedules presently being utilized. The Association shall have access to the overtime lists.

Section 7.6: Flexible Work Hours for Office Personnel. Flexible work hours for City MAPE office personnel may be scheduled in accordance with Administrative Regulation No. 31.

Section 7.7: Schedule Changes. Schedule changes will be made, insofar as possible, only after the following steps have been followed (as applicable):

- (a) A minimum of ten (10) working days advance notice will be given to affected employees in non-emergency situations;
- (b) Qualified volunteers will be sought prior to making involuntary assignments to a changed work schedule;
- (c) Low senior, qualified employees will be assigned to the changed work schedule if insufficient volunteers are available;
- (d) Long term (seasonal or longer) schedule changes involving Saturday and/or Sunday as a regular work day, in an operation other than the Waste Water Treatment Plant, Water Treatment Plant or Police Department, will be the subject of a Special Conference in advance between the Association leadership and the City's representatives;
- (e) In five-day operations, an employee will not have his schedule temporarily adjusted from a Monday through Friday schedule to include Saturday or Sunday as a regular workday to avoid the payment of overtime. This provision shall not be interpreted,



however, as prohibiting the Employer from approving an employee request to temporarily reschedule his regularly scheduled weekday hours within the same pay week.

- (f) Schedule changes will allow at least an eight (8) hour rest period between the old and new schedule, unless the need for the schedule change could not reasonably be anticipated (example: if winter snow watch shifts must be commenced earlier than planned due to early severe weather).

## **ARTICLE 8 – WAGES**

### **Section 8.1: Rates of Pay.**

- a) The job classifications, rate ranges (~~Appendix B-5~~ retroactive to July 1, 2025, and incremental steps applicable thereto are set forth in Appendices A (job classifications) and B (wage scales), attached hereto and by this reference made a part hereof. Effective July 1, 2025, it is agreed to reduce the number of steps in the Tier I MAPE Salary Schedule from a 10-step scale to a 5-step scale, with the addition of a probationary step for new hires. All employees will transition from their current step to the revised step in accordance with the schedule outlined in Appendix B-5, which is provided for reference only and will not be incorporated into the contract. ~~All employees will transition from their current step to the revised step according to the schedule outlined in Appendix B-5.~~
- b)a) When promoted to a position in the next higher class grade, the promotion shall be to the step rate in the higher class grade that would be closest to but no less than a 5% increase. When promoted to a position in a class grade two or more class grades higher, the promotion shall be to the step rate in the higher class grade that would be closest to but no less than a 10% increase.
- e)b) A merit award may be granted to a MAPE employee to recognize accomplishments which directly impact the efficiency, economy, and effectiveness of city operations and/or positively impacts the City's service to the public.
- d)c) Recognition of merit pay will be based on the high level of performance of the employees to the City of Jackson. Merit pay will not be withheld, denied, or awarded for an illegal reason including: discrimination based on sex, race, age, religion, national origin, marital status, covered veteran status, disability, or membership in the Uniformed Services.
- e)d) The City Manager has authority to approve merit awards, based upon the Human Resources Manager recommendations. The merit award may be made for a period of exceptional productivity. A complete and approved performance appraisal as determined by the City Manager, must be completed by the employee's supervisor and a crew leader or a senior MAPE employee detailing the employee's achievements. Depending on the employee's performance appraisal the following actions may be taken:
  - 1. No increase
  - 2. An amount equal to ½ step in the employees current salary/wage grade
  - 3. 1 full step increase in the employee's current salary/wage grade.



Upon reaching the final step of the wage schedule, an employee shall be eligible to receive an annual lump sum payment of either \$500 or \$2,000 on their anniversary date, contingent upon receiving a satisfactory performance appraisal as approved by the Department Director.

MAPE employees are eligible for merit award pay increases following their request for an annual performance evaluation. Employees who receive an annual performance evaluation per their request are not eligible to request another evaluation until one year after the date of the last evaluation date.

For purposes of determining dates for step increases, the anniversary date shall be defined as the month and day of the employee's last step increase. This will be true whether such date was based on the employee's original date of hire or on the date of a subsequent promotion.

~~(-) The job classifications, rate ranges (Appendix B-1 retroactive to July 1, 2021), and incremental steps applicable thereto are set forth in Appendices A (job classifications) and B (wage scales), attached hereto and by this reference made a part hereof.~~

~~(-) When promoted to a position in the next higher class grade, the promotion shall be to the step rate in the higher class grade that would be closest to but no less than a 5% increase. When promoted to a position in a class grade two or more class grades higher, the promotion shall be to the step rate in the higher class grade that would be closest to but no less than a 10% increase.~~

~~However, if the employee is scheduled to receive an anniversary step increase in the prior classification within ninety (90) days after the effective date of a promotion, the Employer will select the step rate for the promotion which is one step higher than the applicable standard stated above.~~

~~(-) For purposes of determining dates for step increases, the anniversary date shall be defined as the month and day of the employee's last step increase. This will be true whether such date was based on the employee's original date of hire or on the date of a subsequent promotion.~~

~~(-) Employees hired before July 1, 2012 shall be paid at the Tier 1 wage scale.~~

~~(-) Effective July 1, 2021, employees hired on or after July 1, 2012 shall be paid at the Tier 1 wage scale. All employees listed per Appendix B-5 hired after July 1, 2012 shall transfer to a probationary status thus becoming probationary employees per the provisions outlined in Section 5.2 until they have actually worked (including overtime and holidays) seven hundred and twenty hours (720) for the Employer commencing July 1, 2021.~~

~~(-) The Union and the Employer agree that either party may reopen the Agreement by providing notice of the intent to do so by April 1st of year 2023 and 2024 for negotiation of Wages under Section 8.1 for each following fiscal year.~~

**Section 8.2: Creation of New Job Classifications.** If, during the life of this Agreement, a new job

classification is created or significant change in an existing job classification is made, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Association of its decision. If the Association believes the rate range thus set is inadequate in terms

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of established rate ranges for other job classifications covered by this Agreement, the Association shall have the right, within thirty (30) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said thirty (30) calendar day period, the rate range so assigned shall become permanent. If a mutually satisfactory solution is not reached within thirty (30) calendar days after the Association served notice on the Employer of its wish to negotiate regarding the new rate, the issue may be referred to the grievance procedure starting at the Second Step thereof. If, in the above procedure, a different rate of pay is arrived at, the different rate shall become effective retroactively to the date the job classification was created.

Section 8.3: Work Requirements. It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to perform the job assigned.

Section 8.4: Call-In-Pay. When an employee is called in to perform work at a time other than for which he had previously been scheduled, he shall receive not less than three (3) hours of pay at time and one-half (1½) his regular straight time hourly rate or shall be paid for actual time worked, commencing at the time of arrival to their regular reporting location or their assigned job site, at time and one-half (1½) his regular straight time hourly rate, whichever is greater. This provision shall not apply to employees who are called prior to their normal starting time and continue to work their regular shift thereafter, or to call-ins not separated by three (3) hours. Employees called in to perform work on Sunday shall receive not less than three (3) hours of pay at two (2) times their regular straight time hourly rate or shall be paid for the actual hours worked at two (2) times their regular straight time hourly rate, whichever is greater. Employees called in to perform work on a day designated as a holiday in Article 9 of this Agreement shall receive not less than three (3) hours of pay at two (2) times their regular straight time hourly rate or shall be paid for the actual hours worked at two (2) times their regular straight time hourly rate, whichever is greater, in addition to their holiday pay specified in Section 9.2 of Article 9 of this Agreement.

An employee who is called in prior to his regular shift may request to be released early from his regular shift the same day. If such request is approved, the balance of the employee's regular shift will be approved leave without pay, unless the employee requests vacation leave.

Section 8.5: Reporting Pay. An employee, who reports for work at the start of his own regularly scheduled shift and is sent home because there is no work available for him, shall receive three (3) hours of pay for so reporting at the rate he would have received on his own job. If such employee is put to work, he shall be guaranteed a minimum of three (3) hours of work or three (3) hours of pay in lieu thereof. This reporting pay provision shall not apply when the failure to have work available for such reporting employee is due to causes beyond the control of the Employer, is due to a civil disturbance, threat or rumor thereof, or due to the employee having been bumped by a senior employee, nor shall it apply if the employee has been advised in advance there would be no work, was not reasonably available to receive such notice, has no telephone, or when offered work for such three (3) hours period refuses to perform same.

Section 8.6: Time Clocks. It is understood and agreed that the Employer shall have the right to install time clocks and require their use during the term of this Agreement. Likewise, the Employer shall have the right to establish procedures necessary to monitor employee work time.

Section 8.7: On-Call Pay. Some members of the bargaining unit may be required to carry a cell phone provided by the Employer while off duty and expected to be available within a reasonable time period to report to work in response to such calls. Employees required to both carry such a device and be available for potential call-in will be paid a stipend of ~~-\$100.00~~ \$100.00 per week to carry the device and for responding to such calls. In the event that the employee must then report to work as a result of the call, the provisions in Section 8.4 shall apply from the time the individual

leaves to report to work.

**Section 8.8: Pyramiding Premium Rates.** When more than one wage premium provision can be applied to hours worked, the employee's regular hourly rate will be supplemented by the single applicable premium that provides the employee with the highest hourly compensation for that period of time. The only exceptions to this limitation will be the application of overtime (time and one-half) to: (1) extensions of a regular shift for which the employee was already entitled to shift premium and is needed to cover all or part of another regular shift, and (2) covering an extra (nonconsecutive) regular shift on an overtime basis, when that extra shift is regularly subject to a shift premium. In these situations both the shift premium and the time and one-half premiums will apply.

## **ARTICLE 9 – HOLIDAYS**

**Section 9.1: Holidays.** The following days shall be recognized as holidays: New Year's Day, Martin Luther King Day, President's Day (federally celebrated), Good Friday, Memorial Day (federally observed), Independence Day, ~~Juneteenth~~~~Juneteenth~~, Labor Day, Veteran's Day (November 11), Thanksgiving Day, day after Thanksgiving, Christmas Eve Day and Christmas Day. Additionally, any additional days granted by the City Manager shall be considered employee appreciate days and not counted as holidays.

**Section 9.2: Holiday Pay.** Qualified employees shall receive eight (8) hours of pay at their regular straight time hourly rate for each holiday or day celebrated as such.

**Section 9.3: Holiday Qualification.** To qualify for holiday pay under this Article, an employee must be a regular, full-time employee, who has been employed for a minimum of thirty (30) calendar days from the date of hire on the date the holiday occurs, and must have worked all of the scheduled hours he was scheduled to work the last day he was scheduled to work before the holiday and the next day he was scheduled to work following the holiday, except in cases where the employee's absence on such day or days is due to the fact that such day(s) occur during his regularly scheduled vacation, or unless he presents an excuse acceptable to his department head.

It is understood and agreed that an employee who receives a disciplinary suspension, which includes a given holiday(s), shall not be entitled to holiday pay.

If the reason for absence on the scheduled workday before or after a designated holiday is claimed illness, the employee must present medical certification that the employee was ill and unable to work on the day(s) of absence.

Section 9.4: Work Performed While on a Holiday. When an employee eligible for holiday pay works on any day celebrated as one of the above specified holidays, he shall be paid two (2) times his straight time hourly rate for the total shift hours so worked in addition to the holiday pay specified in Section 9.2 above except Treatment Plant Operators should be paid for the entirety of their scheduled shift. Holiday premium rates will be paid for hours worked between 12:01 A.M. and 12:00 midnight. If an employee who does not qualify for holiday pay works on any day celebrated as a holiday, he shall not be entitled to holiday premium pay but shall receive his regular straight-time hourly rate.

Section 9.4: Work Performed While on a Holiday. When an eligible employee works on any day celebrated as one of the above specified holidays, he shall be paid two (2) times his straight time hourly rate for the total shift hours so worked in addition to the holiday pay specified in Section

~~9.2 above except Treatment Plant Operators should be paid for the entirety of their scheduled shift. Holiday premium rates will be paid for hours worked between 12:01 A.M. and 12:00 midnight. If a probationary employee works on any day celebrated as a holiday, he shall not be entitled to holiday premium pay, but shall receive his regular straight time hourly rate.~~

Section 9.5: Celebration of Holiday. When a holiday occurs on a Saturday, the preceding Friday shall be celebrated as the holiday. When a holiday occurs on a Sunday, the following Monday shall ~~be~~ be.

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be celebrated as the holiday. For those classifications where employees normally work Saturday and Sunday as part of their work schedules, except as provided below, the holiday will be celebrated on the day it ~~actually occurs~~actually occurs.

For Treatment Plant Operators working on a 28-day cycle, if a holiday occurs on the first scheduled day off during a two-day off period, the holiday shall be celebrated on his last scheduled work day. If the holiday occurs on his second scheduled day off, the holiday shall be celebrated on his first scheduled day to work after the holiday. During a scheduled three (3) day off period, if a holiday falls on the first or second scheduled day off, such holiday shall be celebrated on the last scheduled work day. If the holiday falls on his third scheduled day off, it shall be celebrated on his first scheduled work day following the holiday.

An employee who actually works a day celebrated as a holiday as described above, shall be paid in accordance with Section 9.4 of Article 9 of the Agreement.

Section 9.6: Holiday During Vacation. If a paid holiday occurs during a qualified employee's paid vacation, it shall not be counted as a day of vacation.

## **ARTICLE 10 – VACATIONS**

Section 10.1: Vacation Eligibility. Employees, at time of hire, based on years of service, shall be eligible for vacation with pay in accordance with the following schedule:

~~Employees, who have completed one (1) or more years of continuous service for the Employer since their last hiring date, shall be eligible for vacation with pay in accordance with the following schedule:~~

- a) An employee who, from date of hire , has completed one (1) but less than five (5) years of continuous service with the Employer, since his last hiring date, shall receive eighty (80) hours of vacation with pay.
- b) An employee who, during the calendar year, will have completed five (5) but less than seven (7) years of continuous service with the Employer, since his last hiring date, shall receive ninety-six (96) hours of vacation with pay.
- c) An employee who, during the calendar year, will have completed seven (7) but less than ten (10) years of continuous service with the Employer, since his last hiring date, shall receive one hundred twenty (120) hours of vacation with pay.
- d) An employee who, during the calendar year, will have completed ten (10) but less than fifteen (15) years of continuous service with the employer, since his last hiring date, shall receive one hundred forty-four (144) hours of vacation with pay.
- e) An employee who, during the calendar year, will have completed fifteen (15) but less than twenty (20) years of continuous service with the Employer, since his last hiring date, shall receive one hundred-sixty (160) hours of vacation with pay.

f) An employee who, during the calendar year, will have completed twenty (20) or more years of continuous service with the Employer, since his last hiring date, shall receive one hundred-eighty-four (184) hours of vacation with pay.

~~(0) — An employee who, as of the anniversary date of his employment, has completed one (0) but less than five (5) years of continuous service with the Employer, since his last hiring date, shall receive eighty (80) hours of vacation with pay.~~

~~(a) — An employee who, during the calendar year, will have completed five (5) but less than seven (7) years of continuous service with the Employer, since his last hiring date, shall receive ninety-six (96) hours of vacation with pay.~~

~~(a) — An employee who, during the calendar year, will have completed seven (7) but less than ten (10) years of continuous service with the Employer, since his last hiring date, shall receive one hundred twenty (120) hours of vacation with pay.~~

~~(a) — An employee who, during the calendar year, will have completed ten (10) but less than fifteen (15) years of continuous service with the employer, since his last hiring date, shall receive one hundred forty-four (144) hours of vacation with pay.~~

~~(a) — An employee who, during the calendar year, will have completed fifteen (15) but less than twenty (20) years of continuous service with the Employer, since his last hiring date, shall receive one hundred sixty (160) hours of vacation with pay.~~

~~(a) — An employee who, during the calendar year, will have completed twenty (20) or more years of continuous service with the Employer, since his last hiring date, shall receive one hundred eighty-four (184) hours of vacation with pay.~~

**Section 10.2: Vacation Accrual and Carry Over.** For all employees who have less than three years of continuous service with the employer, vacation credit shall accrue vacation leave at the rate of forty (40) hours deposited on January 1st and the remaining forty (40) hours deposited on July 1st of each year calendar year. New employees shall have vacation leave time accrued at a pro-rated percent to reflect their date of hire. Employees with less than three years of service are eligible to carry over the July 1st vacation accrual into the next calendar year (i.e., the employee may carry over a maximum of forty (40) hours' worth of vacation accrual during the first three years. After three years, the maximum number of vacation hours entitled to be accumulated/carried over shall not be more than 80 hours.

~~For all employees who have less than three years of continuous service with the employer, vacation credit shall accrue vacation leave at the rate of forty (40) hours deposited on January 1st and the remaining forty (40) hours deposited on July 1st of each year calendar year. New employees shall have vacation leave time accrued at a pro-rated percent to reflect their date of hire. Employees with less than three years of service are eligible to carry over the July 1st vacation accrual into the next calendar year (i.e., the employee may carry over a maximum of forty (40) hours' worth of vacation accrual during the first three years. After three years, the maximum number of vacation hours entitled to be accumulated/carried over shall not be more than 80 hours.~~

**Section 10.3: Vacation Pay.** A day of vacation pay as provided for in Section 10.1 above shall equal eight (8) hours of pay at the employee's straight time rate of pay at the time the employee takes his vacation, except that Treatment Plant Operators shall be paid in accordance with Section 7.5(b).



Section 10.4: Vacation Scheduling. The department head shall determine the number of employees who can be assigned for vacation purposes at any one time in order to ensure that the manpower and workload requirements are maintained. Vacation leave shall be granted, giving preference to seniority employees. In the event two (2) or more employees desire the same vacation date, and it is determined by the department head that one or both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternative dates for his vacation. In order to exercise seniority rights for vacation selection, the employee should submit his request by February 1 each year. Later requests for vacation selection will be considered on a first come—first served basis. Leave may only be granted in periods of not less than the employee's entire regularly scheduled shift. Department heads and Supervisors have the discretion to grant vacation leave in periods of less than an employee's entire regularly scheduled shift. Vacation leave will not be granted in excess of vacation credit earned by service prior to the starting date of leave.

~~The department head shall determine the number of employees who can be assigned for vacation purposes at any one time in order to ensure that the manpower and workload requirements are maintained. Vacation leave shall be granted giving preference to seniority employees. In the event two (2) or more employees desire the same vacation date, and it is determined by the department head that one or both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternative dates for his vacation. In order to exercise seniority rights for vacation selection, the employee should submit his request by February 1 each year. Later requests for vacation selection will be considered on a first come—first served basis. Such leave may normally be granted in periods of not less than four (4) hours and not more than the maximum accumulation allowed. Department heads have discretion to grant vacation in periods of less than four (4) hours. Vacation leave will not be granted in excess of vacation credit earned by service prior to the starting date of leave.~~

Section 10.5: Vacation Pay at Termination. If an employee who is otherwise eligible for vacation with pay, quits or is discharged and is not reinstated on or after the subsequent accrual date upon which he qualified for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified (i.e. all carryover vacation). However, during an employee's last year of service they shall be paid at a pro-rated amount for each month of service (beginning on January 1) through their last day (i.e. if an employee quits four (4) months into that last year they shall be paid for 4/12 of their total annual accrued vacation time).

Section 10.6: Vacation Usage as Sick Leave. When an employee has exhausted his sick leave credits, he may use any accumulated unused vacation days for purposes of sickness, injury or disability.

## **ARTICLE 11 – SHIFT PREMIUM**

Section 11.1: Shift Premium. A shift premium of seventy-five cents (\$.75) per hour in addition to the employee's regular hourly rate will be paid to all employees who are scheduled to work the second shift for all hours worked on said shift. A shift premium of one dollar (\$1.00) per hour in addition to the employee's regular hourly rate will be paid to all employees who are scheduled to work the third shift for all hours worked on said shift. In no case shall this provision provide for pyramiding of shift premiums and/or overtime.

The first shift shall be a shift which starts between 5:00 AM and 12:00 Noon. The second shift shall start between the hours of 12:00 noon and 5:59 PM and the third shift shall start between the hours of 6:00 PM and 5:00 AM

A shift premium of seventy-five cents (\$.75) per hour in addition to the employee's regular hourly rate will be paid to all employees who are scheduled to work the second shift for all hours worked on said shift. A shift premium of one dollar (\$1.00) per hour in addition to the employee's regular hourly rate will be paid to all employees who are scheduled to work the third shift for all hours worked on said shift. In no case shall this provision provide for pyramiding of shift premiums and/or overtime.

The first shift shall be a shift which starts between 5:00 AM and 12:00 Noon. The second shift shall start between the hours of 12:00 noon and 5:59 PM and the third shift shall start between the hours of 6:00 PM and 5:00 AM

Section 11.2 License Stipend. License stipends shall be paid as follows:

| License Stipend Chart                                                                                                                                                                                                | Annual License Stipend Premium |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| F-3 / S-3 / C / Spray Applicators License / ISA Arborist certification                                                                                                                                               | \$500.00                       |
| F-2 / S-2 / B                                                                                                                                                                                                        | \$750.00                       |
| F-1 / S-1 / A                                                                                                                                                                                                        | \$1,000.00                     |
| Department of Public Works Mechanics:<br>EVT certification (any category) / ASE Advanced Drivability / ASE Refrigerant Recovery & Recycling / Recreational Trailer Certification / Small Engine Repair Certification | \$500.00                       |
| <u>EVT certification (any category)</u>                                                                                                                                                                              | <u>\$1,000.00</u>              |

The stipend shall be paid annually in the month of January to an employee who has held or obtained said license prior to the payout in January. For any license obtained during the calendar year, the stipend shall be prorated at 1/12 of the total annual amount for each full month the license was held. (i.e. a license obtained in April of that year would be prorated to 9/12 of the annual stipend amount). If an employee qualifies for more than one license stipend, the employee shall be issued payment for each applicable license, with a maximum payment of \$3,000 each year.

A retired employee shall NOT fall under section 11.2 and will not be paid any license stipend.

Employees hired before June 30, 2025, shall be paid a stipend if they are performing those duties where the specific license is applicable (i.e. A WWTP employee will only be paid a stipend for a wastewater license(s) even if said employee maintains other non-job duty applicable licenses) except in the case where a specific license(s) was previously held (presently maintained) by such employee BEFORE they transferred to a non-applicable department.

For those employees hired after July 1, 2025, stipends will only be paid for license(s) that are directly applicable to the duties of the employee's current position (i.e. A WWTP employee will only receive a stipend for a wastewater license(s), even if they hold and maintain additional licenses not relevant to their current job duties. This applies regardless of whether the employee obtained or maintained such license(s) prior to transferring to a department where the license(s) is not applicable.

~~The stipend shall be paid annually in the month of January to an employee who has held said license for a minimum of one (1) full year. If an employee qualifies for more than one license stipend, the employee shall be issued payment for ONLY a maximum of two (2) of the highest license's held.~~

A retired employee shall NOT fall under section 11.2 and will not be paid any license stipend.

~~An employee will only be paid a stipend if they are performing those duties where the specific license is applicable (i.e. A WWTP employee will only be paid a stipend for a wastewater license(s) even if said employee maintains other non-job duty applicable licenses) except in the case where a specific license(s) was previously held (presently maintained) by such employee BEFORE they transferred to a non-applicable department.~~

Section 11.3 CDL and N (Tanker Endorsement) Certification. Effective July 1, 2025, all new hired maintenance workers, crew leaders, and mechanic relief operators who work at the Public Works department (to include the Water Treatment Plant and the Wastewater Treatment Plant) and the Parks and Recreation department are required to obtain a class A CDL with an N endorsement (tanker endorsement) and an air brake endorsement. All said employees will have six (6) months upon ratification of this contract to obtain said licenses. A department head or supervisor has the authority to grant an extension to obtain a class A CDL with an N endorsement (tanker endorsement) and an air brake endorsement.

~~All maintenance workers and crew leaders who work at the Department of Public Works (DPW) are required to obtain a class A CDL with an N endorsement (tanker endorsement) and an air brake endorsement. Current employees~~

~~who do not have a class A CDL with an N endorsement (tanker endorsement) and an air brake endorsement will have six (6) months upon ratification of this contract to obtain said licenses.~~

Section 11.4 Wastewater Operator Certification Requirement. All wastewater treatment plant operators and relief operator/mechanics shall obtain the minimum of a "D" wastewater treatment certification. All employees hired on or after July 1, 2025, shall obtain a "D" certification within 2 years or four testing cycles of being hired and shall maintain the certification for the duration of their employment. Current wastewater operators and relief operator/mechanics shall obtain a "D" certification within three years or six testing cycles of the ratification of this agreement and shall maintain the certification for the duration of their employment.

## **ARTICLE 12 – INSURANCE**

Section 12.1: Medical - Current Employees. The Employer shall provide a medical, surgical and

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hospitalization plan, and a drug plan for all regular full-time employees, including spouses and dependent children under twenty-six (26) years of age. All employees are eligible to participate in the Employer's high deductible health care plan. Employees participating in the City's high deductible plan will share the cost of the deductible as follows: \$500 Employee/\$4,500 City for single or \$1,000 Employee/\$9,000 City for two person or family coverage. All employees shall pay twenty percent (20%) of the premium costs for medical plans (including prescription drug coverage). However, effective July 1, 2016 all MAPE employees shall be enrolled in an outcome based wellness program designed to improve the overall health of our employees while also reducing health insurance costs. The goal is to achieve a tobacco free workforce by measuring for cotinine (max. 20 ng/ml). Unless an employee chooses to opt out of the program in exchange for paying a higher percentage of their healthcare premium, all employees shall receive a City paid urine test to determine the presence of cotinine (in all forms including E-cigarettes and chewing tobacco). The tests shall be administered as deemed necessary by the employer. Upon receiving a negative urine test result (i.e. no more than 20 ng/ml of cotinine), employees will be entered into the reimbursement program for a one (1) year individual membership at the gym of their choosing in an amount up to their actual costs but not to exceed \$30/month. However, a positive urine test result occurring in the fiscal years(s) of 2021/2022 or 2022/2023 (over 20 ng/ml), along with all those choosing to opt out, but excludes those that can provide a valid prescription and/or receipt for a smoking cessation program which may result in a positive test result (i.e. Nicorette gum or the like), will result in having to pay the following total amount towards that year's health insurance premium:

|                        |     |
|------------------------|-----|
| Fiscal Year 2021/2022  | 25% |
| Fiscal Year 2022/2023  | 30% |
| Fiscal Year 2023/2024* | 35% |
| Fiscal Year 2024/2025* | 40% |

\*The City and Union agree to reopen negotiation on this provision for both the fiscal year 2023/2024 and the fiscal year of 2024/2025.

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

Commencing July 1, 2021 all employees choosing to participate in family or two person health insurance coverage are required to have any spouse covered by City health insurance comply with the above referenced testing. If the spouse covered by City sponsored healthcare, tests positive under the same guidelines and criteria as stated in Section 12.1, the listed health insurance illustrative cost shall be in effect. Nicotine test for spouse will be paid for by the employer, at a test site determined by the employer. The employer shall ensure that the testing site will be available to the employee's spouse outside of their normal working hours.

Additionally, employees seeking eligibility for the gym membership will only be reimbursed up to \$30/month after demonstrating, via a facility usage report, no less than fifty-two (52) visits every six (6) months during the fiscal year.

In the event of non-duty disability of an employee with resulting incapacity to work, the Employer will pay no more than eighty (80%) of the premiums on health insurance (including prescription drug coverage) and shall continue to pay premiums on life insurance 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 the greater.

Effective July 1, 2025, if a MAPE employee's spouse has available employment group health coverage with another employer, they are not eligible to be covered under the City of Jackson's medical plan unless the monthly cost to the spouse for coverage under their employer group plan exceeds 20% of the in-force employee monthly contribution schedule for the City's medical plan. The cost calculation for the spouse's available coverage does not include any opt-out payments that would cease if the spouse elects their own employer group plan.

In the event that any other bargaining unit within the City negotiates a lower percentage threshold for spousal coverage exclusion than the 20% stated above, this agreement shall be adjusted to reflect the lower percentage, effective on the same date as the other agreement.

~~Effective July 1, 2021, if a MAPE employee's spouse who is a full-time employee with another employer has medical coverage available with his/her own employer's plan, they cannot be covered under the City of Jackson's health insurance plan. The spouse may be covered by the City of Jackson's plan upon becoming ineligible to be covered by the other source or if the other source's plan is more expensive or has a benefit level less than that offered under the City of Jackson's healthcare plan. MAPE employees may have their dependent children under twenty-six (26) years of age covered by the City of Jackson's health insurance plan.~~

**Section 12.2: Medical - Duty-Disability Retirees.** Duty disability retirees are those employees approved by the Employees Retirement System (ERS) as duty disability retirees who are totally physically disabled to work, or who subsequently become totally physically disabled to work as a result of an illness or injury sustained in the course of their duties while employed by the City of Jackson. Employees hired before July 1, 2012 who retire on a duty disability pension and who are eligible for health insurance in retirement will be offered a health insurance plan that is comparable to that offered to active employees. To be eligible for health insurance benefits as a duty-disability retiree, the employee (hired before July 1, 2012) must comply with the requirements outlined in appendix D, but excluding service credit earned pursuant to the application of the Reciprocal Retirement Act (MCL 38.1101, et seq.) and excluding service time purchased pursuant to the Employees Retirement System Ordinance (Jackson City Code, 2-501, et seq.).

Such insurance shall also cover the spouse and dependent children under twenty-six (26) years of age who are dependent at the time of retirement. The above specified insurance coverage and the Employer's liability for the premium share thereon shall cease if the retired employee accepts employment with another employer who provides health insurance coverage reasonably comparable to that specified above; or, if the retired employee's spouse is employed and that employer provides health insurance coverage reasonably comparable to that specified above.

When an eligible retired employee or spouse reaches the age when he becomes eligible for Medicare coverage, he shall apply for said coverage and the City will provide access to Medicare supplemental insurance. The City will pay a maximum of up to \$250 per month for the retiree or up to \$450 per month for the eligible retiree and spouse or the retiree may receive this stipend to purchase supplemental coverage. For Medicare eligible retirees hired before July 1, 2012, the City may pay \$100 stipend per month for the retiree or \$200 for the eligible retiree and spouse in lieu of prescription drug coverage.

An employee who retires on a duty-disability pension on or after July 1, 1990 and is eligible for health insurance in retirement, and subsequently ceases to be covered by the Employer's insurance because of his employment or his spouse's employment and resulting insurance may upon termination of such coverage elsewhere, re-enter the insurance coverage as specified in this

section.

If a retiree, whose insurance premium is being paid in full or part by the Employer, should subsequently expire, the insurance coverage as provided for his spouse and dependent children may be continued on a payroll deduction basis if the spouse and/or dependent children are eligible to continue receiving pension benefits.

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

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new spouse.

When an employee who retires on or after July 1, 2008 reaches an age or otherwise becomes eligible for Medicare coverage, he shall apply for one of the Medicare Supplementary coverage options described in Section 12.3.

Section 12.3: Medical - Non-Duty Disability and Service Retirees.

Retirees Hired Before July 1, 2012 - Pre- age 65 employees hired before July 1, 2012 and who retire during the term of this Agreement shall be offered a health insurance plan that is comparable to that offered to active employees. The employer shall provide access to retiree health insurance for eligible employees hired before July 1, 2012 when they become non-duty disability and service retirees (including their spouses) at the time of retirement and their dependent children under twenty-six (26) years of age, and as otherwise provided in this section. Employees who terminate service before they are eligible to receive a City of Jackson service retirement pension, for a reason other than disability (i.e., "deferred retirees") are not eligible to participate in any health insurance plan provided by the City to its retirees.

To be eligible for health insurance benefits as a service retiree, the employee must have been hired before July 1, 2012 and must meet one of the requirements outlined in Appendix D, but excluding service credit earned pursuant to the application of the Reciprocal Retirement Act (MCL 38.1101, et seq) and excluding service time purchased pursuant to the Employees Retirement System Ordinance (Jackson City Code, 2-501, et seq).

When an eligible retired employee or spouse reaches the age when he becomes eligible for Medicare coverage, he shall apply for said coverage and the City will provide access to Medicare supplemental insurance. The City will pay a maximum of up to \$250 per month for the retiree or up to \$450 per month for the eligible retiree and spouse or the retiree may receive this stipend to purchase alternate coverage. For Medicare eligible retirees hired before July 1, 2012, the City shall pay \$100 stipend per month for the retiree or \$200 for the eligible retiree and spouse in lieu of prescription drug coverage.

The applicable insurance coverage and the City's liability to pay for the premium share shall cease if the retired employee accepts employment with another employer who provides reasonably comparable health insurance coverage or if the retired employee's spouse is/was employed and the spouse's employer provides health insurance coverage reasonably comparable to that provided by the City. An eligible retiree may reenter the City-provided insurance program if he discontinues City-provided insurance because he was eligible for comparable insurance coverage through his employment or his spouse's employment, and such other insurance coverage is subsequently terminated.

If a retiree whose insurance premium is being paid by the City should expire, the retiree's surviving spouse and/or dependent children may continue coverage while they remain eligible and while they continue to receive pension benefit. The cost of such continuation will be the responsibility of the survivor(s) and will be paid from the pension benefit on a payroll deduction basis.

The City retains the right to change insurance providers and make minor adjustments in coverage and/or offer more than one insurance option.

Additional terms and conditions for retiree health insurance coverage are dependent upon employment and/or retirement dates, as provided below.

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

Retiree Health for Employees Hired on or After July 1, 2012 - All employees hired on or after 7/1/2012 (or thereafter, at such time as the Retiree Health Savings Plan is implemented), will not be eligible for health insurance in retirement. They will participate in the Retiree Health Savings Plan (RHS) through a vendor determined by the Employer. The Employer shall contribute \$1750 annually to be increased \$100 every five (5) years. The Employee shall contribute \$750 annually, to be increased \$50 every five (5) years. Employees participating in the RHS plan shall be vested in the RHS after three (3) years. RHS plan participants are eligible to receive medical benefit payments upon separation from service pursuant to plan provision and in accordance with Internal Revenue Code sections. In the event of the death of a participant, the surviving spouse and/or surviving dependents are immediately eligible to maintain the account and utilize it to fund eligible medical benefits.

Section 12.4. Cash in Lieu of Health Insurance All Duty Disability, Non Duty Disability and Service Retirees Hired Prior to July1, 2012

All duty disability, non-duty disability and service retirees who are eligible for retiree health insurance, and who have alternative coverage through another employer or spouse's employer are eligible to receive prorated monthly payments in lieu of health insurance at the rate of 1/12 of the annual amounts that active employees may receive as cash in lieu of health insurance until Medicare eligible is as follows:

- If eligible for full-family coverage - \$2,200 annually
- If eligible for two person coverage - \$1,850 annually
- If eligible for one-person coverage - \$1,500 annually

Section 12.5: Prescription Drug Rider for Retirees. The Employer may offer a prescription drug benefit to bargaining unit employees, who retire on or after July 1, 1987, and who are immediately eligible for a duty disability, non-duty disability or service (not deferred) retirement benefit from the Employer. The Employer retains the discretion to offer, amend and discontinue this benefit each year. Effective July 1, 2007, members of this retiree group who are not yet Medicare-eligible will be offered three years of prescription drug coverage, commencing July 1, 2007 or when the retiree first retires and is eligible for City-partially paid health insurance benefits. For Medicare-eligible members of the unit who retire on or after July 1, 2007 and who are eligible for retiree health insurance benefits, the Employer will pay the eligible retiree a stipend of \$100 per month (\$200 for eligible retiree and spouse) in lieu of prescription drug coverage.

Section 12.6: Life Insurance. The Employer will provide all eligible regular full time employees with term life insurance equal to one times their annual earnings, but in no case shall it be less than \$40,000 or more than \$125,000, rounded to the next highest multiple of \$1,000, and at no cost to the employee. If the employee wishes to have additional life insurance coverage it shall be at their expense. The Employer will likewise provide for payment of five thousand (\$5,000) dollars accidental death and dismemberment benefit for any employee killed and/or dismembered in the performance of his duties with the City of Jackson.

Section 12.7: Dental/Optical Reimbursement. Effective July 1, 2008, the Employer will reimburse active employees for proven dental and/or optical expenses, not to exceed seven hundred fifty

dollars (\$750) combined in any given contract year, for the employee, his spouse and dependent children. There shall be no carryover of unused benefits from any contract year to another. If the dental and/or optical expenses are eligible for payment from another source, i.e., spouse's dental and/or optical plan, insurance due to vehicle accident or similar type of coverage, that source shall be primary with the payment by the Employer 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 coverage is not available from any other source.

**Section 12.8: Long-Term Disability.** The City agrees to furnish and pay for the cost of a Long-Term Disability Policy for all employees. The benefit level shall be 60% of employee's salary with a benefit duration to age 65 or Social Security Normal Retirement Age (whichever is longer), with a 90-day elimination period. The policy shall be guaranteed issue subject to the 3/12 preexisting clause. The exact terms and conditions shall be subject to the written policy with a maximum monthly benefit currently set at \$6,250.

**Section 12.9: Cash In Lieu of Health Insurance for Active Employees**

MAPE members electing not to participate in a health insurance plan will be eligible for the following annual payments:

|                                      |         |
|--------------------------------------|---------|
| If eligible for full-family coverage | \$2,200 |
| If eligible for two-person coverage  | \$1,850 |
| If eligible for one-person coverage  | \$1,500 |

**Section 12.10: Modifications to Coverage Due to Changes to the Affordable Care Act (ACA).** The City shall have the right to modify health benefits provided for in this agreement to avoid penalties, taxes, fines, or other increased costs as a result of requirements of the ACA, "Cadillac Tax". Any modifications pursuant to this paragraph will be limited to changes necessary for compliance with the Act and reasonable/ good faith efforts shall be made to coordinate with the Union in advance of implementing such changes.

**ARTICLE 13 – PENSION PLAN**

**Section 13.1: Retirement Plan Eligibility.** All employees eligible for membership in the City of Jackson Employees Retirement System shall come under the terms of said Retirement System and the following table:

|                                                                                             |                                         |
|---------------------------------------------------------------------------------------------|-----------------------------------------|
| Requirements for those retiring on or before December 31, 2021:                             |                                         |
|                                                                                             | 10 years of service and 60 years of age |
|                                                                                             | 25 years of service and 58 years of age |
|                                                                                             | 30 years of service and any age         |
| Requirements for those retiring on or after January 1, 2022 and hired before June 30, 2016: |                                         |

|                                                        |                                                                                                                               |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
|                                                        | 10 years of service and 65 years of age<br>25 years of service and 62 years of age<br>30 years of service and 56 years of age |
| Requirements for those hired on or after July 1, 2016: |                                                                                                                               |
|                                                        | 10 years of service and 65 years of age<br>37 years of service and any age                                                    |

Section 13.2: Retirement Plan. Members of the Union who retire under provisions of the Employee Retirement System (ERS) shall have their final average compensation (FAC) calculated as follows:

Employees retiring on or before October 31, 2024 shall have their FAC calculated based upon the highest three (3) years in the last ten (10) years.

Employees retiring after October 31, 2024 shall have their FAC calculated based upon the average of their last five (5) years of service with the City.

Under no circumstances shall the employee's annual pension equate to more than 72% of the FAC.

Retirement Plan for Members Hired On or After July 1, 2012

All employees hired on or after July 1, 2012 shall become members of both the defined benefit pension Employees Retirement System (ERS) and the defined contribution pension system (which constitutes a hybrid pension system). Employees hired on or after July 1, 2012 shall have a pension multiplier for ERS service retirement of 1.5% of the final average compensation (FAC) in accordance with the ERS plan requirements. These employees will also participate in the defined contribution pension system (which constitutes a hybrid pension system). Member contributions required by the actuary shall be split equally between the employees and the Employer for the defined benefit pension plan. For the defined contribution pension plan, the City shall contribute a flat three percent (3%) to the defined contribution pension plan and the employee must contribute a minimum of three percent (3%) up to a maximum of fourteen percent (14%).

Retirement Plan for Members Hired Before July 1, 2012

All employees hired before July 1, 2012 are members of the defined benefit pension system (Employees Retirement System (ERS)). Such employees shall have a pension multiplier for ERS service retirement of 2.0% of the final average compensation (FAC) in accordance with the ERS plan requirements. Member contributions required by the actuary shall be split equally between the employees and the Employer for the defined benefit pension plan.

Annuity Withdrawal Pension Benefit Option

MAPE and the City have determined that it is in their mutual interest to allow eligible members of MAPE to elect withdrawal of their accumulated contributions and credited interest at the time of retirement and incur an actuarial reduction of the member's monthly retirement benefit. However, all such annuities shall be calculated at a discount rate that is no less than cost neutral (approximately 8%).

## **ARTICLE 14 – GENERAL**

Section 14.1: Association Bulletin Boards. The Employer will provide the Association bulletin board space in each department and/or garage, to be used for the following purposes:

- (a) Notices of recreational and social events of the Association;
- (b) Notices of Association election;
- (c) Notices of results of Association elections;
- (d) Notices of meetings of the Association; and
- (e) Such other notices as receive the prior approval of the department heads.

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

Section 14.2: Transfer of Employees between Departments. It is understood and agreed that in case of emergencies, when a sufficient number of qualified employees are not readily available to handle such emergencies, qualified personnel from any department of the bargaining unit may be used interchangeably between departments for the duration of the emergency.

Section 14.3: Residency Requirement. Refer to the Introduction and Section XI-8, Special Salary Provisions, of the City's Personnel Policy for the residency requirements (stipend paid to those living within the City limits as well as those living within the downtown core); however, in the event that said policy should change, any Union members residing outside of the City limits will not be mandated to relocate.

Section 14.4: Fitness for Work. The Employer reserves the right to suspend or discharge employees who are not physically or mentally fit to perform their duties in a satisfactory manner. Such action shall only be taken if an examination performed by a medical doctor or psychiatrist of the Employer's choice at the Employer's expense reveals such physical or mental unfitness and such employee must submit to an examination and release of findings to the City or their refusal shall constitute grounds for discharge. Disputes regarding what constitutes a refusal may be subject to the grievance procedure, up to and including arbitration. If the employee disagrees with such doctor's findings, then the employee, at his own expense, may obtain an examination from a medical doctor or psychiatrist of his choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the Employer and the Association shall give the employee an examination. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and the Association. In the event an employee's seniority is terminated pursuant to this Article, he shall be afforded the opportunity to apply for and the City will attempt to place him in a position with another department or division within the City and if he is employed by another department or division he shall retain all accrued benefits.

Section 14.5: Savings Clause. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party

hereto, the Employer and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 14.6: Safety Equipment and Uniforms. The Employer will provide for each employee, such protective devices and equipment as the Employer deems necessary for the safe performance of

work, such as safety vest, leather gloves, etc. The Employer shall furnish work uniforms for all employees occupying the classifications contained in Appendix A (Unit I). The Unit I employees shall receive one (1) change per day. Employees who are furnished a uniform must wear said uniform while working.

Section 14.7: Special Conference. Either party may initiate the scheduling of a special conference between representatives of the Association and the Employer to discuss topics of mutual concern which arise out of the application, interpretation or implementation of this agreement. Each party will determine the appropriate representatives to attend such special conferences, however, each will attempt to ensure that only those persons needed to facilitate discussions will attend. Such special conferences will generally be scheduled outside the work hours of the Association's employee representatives. However, if it is mutually beneficial to schedule these meetings during the work hours of the Association's employee representatives, two employee representatives may participate without pay. If the meetings are called by the Employer all Association employees shall attend without loss of pay. Arrangements for meetings will be coordinated by the MAPE president and the Director of Human Resources/designee. An agenda will be developed in advance of such meetings by the initiating party and will be distributed to all participants.

Section 14.8: Automobile Allowance. An officer or employee of the City, who is required and specifically authorized by the City Manager to use his personally-owned automobile in the conduct of City business, shall be paid monthly therefor at the rate determined by the internal revenue service as the appropriate per mile rate for tax purposes.

Such allowance shall be authorized only to inspectors, field engineering and maintenance personnel and others whose official duties require local travel. In the event of irregular or occasional necessity for travel with the use of a personally-owned automobile in the conduct of City business or other authorized travel, the department head, with the approval of the City Manager, shall authorize a mileage allowance using the IRS rate. The amount paid to the members of this bargaining unit for automobile allowance shall not be less than that paid to other City employees.

Section 14.9: City-Owned Vehicle. The Employer reserves the right to assign City-owned vehicles to those employees it deems necessary and to control and govern the use of said vehicles. The City likewise, in its sole discretion, can remove the use of a vehicle from any employee at any time.

Section 14.10: Association Visits. A representative of the Association shall be allowed to visit the premises of the Employer provided he gives prior advance notice of said visit and receives the permission of the Director of Human Resources.

Section 14.11: Non Unit Employees Working. Supervisory or other employee(s) of the Employer excluded from the terms of this Agreement shall be permitted to perform work normally performed by employees covered by this Agreement.

Non unit employees may perform the work necessary to instruct unit employees. Crew leaders or lead mechanics, who are members of the bargaining unit, shall initiate disciplinary action against other members of the bargaining unit if actions requiring discipline are observed.

Non-unit employees may perform unit work in case of an emergency which can be cured or alleviated within not more than one hour of work by an excluded employee. In cases of emergencies, which require more than one hour of work, an excluded employee may perform the work until a regular unit employee can take over the work.

Section 14.12: Subcontracting. The Employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies, or when such work cannot be performed by bargaining unit employees on an economic basis. Subcontracting by the Employer shall not directly result in employees being laid off from employment with the Employer.

Section 14.13: Employee Parking. The Employer shall provide parking for bargaining unit employees during normally scheduled working hours and only while working.

Section 14.14: Requirements for Drivers/Operators. It is understood and agreed that it shall be a condition of continued employment that all employees, who operate City vehicles or equipment, must meet any and all standards, regulations or license requirements of the State of Michigan and must at all times possess a valid driver's license with the proper endorsements. As a general standard, employees are expected to maintain a record of no more than six (6) points on their driving record to operate any City equipment that requires a valid driver's license. If maintaining a valid driver's license is an essential function of an employee's assignment, and the employee acquires more than six (6) points on his driving record, the City has the discretion to reassign, demote, lay off and/or terminate the employee, as it deems appropriate under the circumstances.

Section 14.15: Education Reimbursement. Effective July 1, 2025, the City will provide an annual educational training fund for non-probationary employees to use on a first-come basis to enroll in either undergraduate or college level courses. Employees may seek reimbursement for education and fees but not books and materials. Employees will only be reimbursed upon successful completion. For college courses, successful completion will be established by earning at least a 3.0 ("B") grade in the course.

Employees will be required to submit relevant information concerning the request, including at a minimum:

- (a) The institution through which the training is/was offered;
- (b) The title, number, content or other identifying information regarding the training;
- (c) The number of credits or CEUs earned by successful completion of the course, if applicable;
- (d) The term the course is/was taken or date; and
- (e) Proof of payment of the tuition and fees charged for the course.

Additionally, any such programs or courses must have written approval by the department head prior to taking such courses to be eligible for reimbursement and the employee must agree to and sign a form indicating an understanding of all program stipulations. Furthermore, the employee must continue to work for the Employer for no less than three (3) years following reimbursement for any degree-related work. The employee that voluntarily leaves his employment with the City shall be responsible to refund any reimbursements received immediately preceding voluntary termination.

Requests should be submitted to the Department Head to be processed and must be submitted no



later than 30 days after the end of the term during which the course was taken. Any disputes about the relevance of a course to the employee's job or potential transfer may be appealed to the City Manager.

The intent of the section is to pay for educational opportunities pursued by individual employees and not to change the practice of the Employer paying for classes necessary for the performance of the employee's current duties and responsibilities.

~~Effective July 1, 2025, the City will provide an annual educational training fund for non-probationary employees to use on a first-come basis to enroll in either undergraduate or college-level courses. Employees may seek reimbursement for education and fees but not books and materials. Employees will only be reimbursed upon successful completion. For college courses, successful completion will be established by earning at least a 3.0 ("B") grade in the course.~~

~~Employees will be required to submit relevant information concerning the request, including at a minimum:~~

- ~~( ) — The institution through which the training is/was offered;~~
- ~~( ) — The title, number, content or other identifying information regarding the training;~~
- ~~( ) — The number of credits or CEUs earned by successful completion of the course, if applicable;~~
- ~~( ) — The term the course is/was taken or date; and~~
- ~~( ) — Proof of payment of the tuition and fees charged for the course.~~

~~Additionally, any such programs or courses must have written approval by the department head prior to taking such courses to be eligible for reimbursement and the employee must agree to and sign a form indicating an understanding of all program stipulations. Furthermore, the employee must continue to work for the Employer for no less than three (3) years following reimbursement for any degree-related work. The employee that voluntarily leaves his employment with the City shall be responsible to refund any reimbursements received immediately preceding voluntary termination.~~

~~Requests should be submitted to the Department Head to be processed and must be submitted no later than 30 days after the end of the term during which the course was taken. Any disputes about the relevance of a course to the employee's job or potential transfer may be appealed to the City Manager.~~

~~The intent of the section is to pay for educational opportunities pursued by individual employees and not to change the practice of the Employer paying for classes necessary for the performance of the employee's current duties and responsibilities.~~

**Section 14.16: Section Titles.** Section titles are for convenience and reference only and do not alter the meaning of any sentence, paragraph, or section.

**Section 14.17: Waiver Clause.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and

each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 14.18: Zipper Clause. No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, practices and arrangements heretofore existing. However, the Personnel Policies and Civil Service Ordinance as they may be amended from time to time shall govern matters not covered by this Agreement.

## ARTICLE 15- DURATION OF AGREEMENTARTICLE 15 - DURATION OF AGREEMENT

THIS AGREEMENT shall become effective as of the date of its execution, and shall remain in full force and effect until 12:01 AM the 30th of June 20295, 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 of any\_  subsequent automatic renewal period.

### MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES

### CITY OF JACKSON PUBLIC EMPLOYEES

Greg Allen, Labor Relations  
Specialist

Daniel Mahoney, Mayor

Robert Stolarz, Union President

Jonathan Greene, City Manager

Eric Miller, Union Representative

Steven Mietelka, Union Representative

Jason Rimert, Union Representative

DATED:

#### APPENDIX A

#### CLASS TITLES

#### CLASS GRADES

Assistant Public Works Crew Leader

307

Assistant Mechanic III

307

Electrical/Electronic Technician

306

Electrical/Electronic Technician – Senior

308

Fiscal Services Clerk

306

Lead Mechanic

310

Maintenance Crew Leader

308

Maintenance Worker

306

Mechanic I

307

Mechanic II  
308  
Mechanic – Senior  
309  
Public Works Crew Chief  
309  
Water Production Helper  
306/307  
Water/Wastewater Treatment Plant  
Laboratory Technician  
307  
Water/Wastewater Treatment Plant  
Operator  
308  
Water/Wastewater Treatment Plant  
Mechanic/Relief Operator  
307  
Wastewater Treatment Plant Sludge  
Relief Operator/Mechanic  
307  
Water Treatment Plant Operations Team  
Leader 310

  
 Eric Miller, Union President  
UNIT II

CLASS TITLES  
CLASS

GRADES

Account Clerk I

305

Account Clerk II

307

Account Payable Manager

308

Communications Specialist

306

Computer Systems & Network  
Technician

309  
Computer Systems & Network Manager  
310  
Computer Systems Operator/PC Technician Assistant  
306  
Data Processing Clerk  
303  
Administrative Assistant  
307  
Dispatch Technician  
306  
Engineering Technician  
307  
Evidence Management Assistant  
305  
Loan Services Specialist  
306  
Payroll Manager  
310  
Public Utilities Team Leader  
308  
Pension Coordinator/Administrative Assistant  
307  
Property Code/Registration Technician  
306

**MICHIGAN ASSOCIATION OF EMPLOYEES**

  
 Gary McSweeney, Labor Relations  
 Specialist

# APPENDIX B-4

## SCHEDULE FOR TIER I

### Michigan Association of Public Employees

Rates effective: 7/1/2025

Rate increase: 3.00%

Derek Dobies, Mayor

\*1/2 Step wage increase will only used for merit award purposes.

| Class | Pay       | Step         |          |            |          |            |          |            |          |            |          | Maximum |
|-------|-----------|--------------|----------|------------|----------|------------|----------|------------|----------|------------|----------|---------|
| Grade | Basis     | Probationary | Step 1   | Step 1-1/2 | Step 2   | Step 2-1/2 | Step 3   | Step 3-1/2 | Step 4   | Step 4-1/2 | Step 5   |         |
| 306   | Annual    | 47,472       | 52,450   | 53,337     | 54,223   | 55,138     | 56,053   | 57,001     | 57,949   | 58,928     | 59,907   |         |
|       | Bi-Weekly | 1,825.85     | 2,017.31 | 2,051.42   | 2,085.50 | 2,120.69   | 2,155.88 | 2,192.35   | 2,228.81 | 2,266.46   | 2,304.12 |         |
|       | Hourly    | 22.82        | 25.22    | 25.64      | 26.07    | 26.51      | 26.95    | 27.40      | 27.86    | 28.33      | 28.80    |         |
| 307   | Annual    | 50,208       | 55,509   | 56,456     | 57,403   | 58,378     | 59,352   | 60,360     | 61,367   | 62,412     | 63,457   |         |
|       | Bi-Weekly | 1,931.08     | 2,134.96 | 2,171.38   | 2,207.81 | 2,245.31   | 2,282.77 | 2,321.54   | 2,360.27 | 2,400.46   | 2,440.65 |         |
|       | Hourly    | 24.14        | 26.69    | 27.14      | 27.60    | 28.07      | 28.53    | 29.02      | 29.50    | 30.01      | 30.51    |         |
| 308   | Annual    | 53,202       | 58,827   | 59,829     | 60,830   | 61,868     | 62,906   | 63,977     | 65,048   | 66,156     | 67,264   |         |
|       | Bi-Weekly | 2,046.23     | 2,262.58 | 2,301.12   | 2,339.62 | 2,379.54   | 2,419.46 | 2,460.65   | 2,501.85 | 2,544.46   | 2,587.08 |         |
|       | Hourly    | 25.58        | 28.28    | 28.76      | 29.25    | 29.74      | 30.24    | 30.76      | 31.27    | 31.81      | 32.34    |         |
| 309   | Annual    | 55,524       | 62,090   | 63,275     | 64,459   | 65,682     | 66,905   | 68,177     | 69,449   | 70,770     | 72,091   |         |
|       | Bi-Weekly | 2,135.54     | 2,388.08 | 2,433.65   | 2,479.19 | 2,526.23   | 2,573.27 | 2,622.19   | 2,671.12 | 2,721.92   | 2,772.73 |         |
|       | Hourly    | 26.69        | 29.85    | 30.42      | 30.99    | 31.58      | 32.17    | 32.78      | 33.39    | 34.02      | 34.66    |         |
| 310   | Annual    | 57,949       | 65,536   | 66,918     | 68,300   | 69,731     | 71,161   | 72,654     | 74,146   | 75,704     | 77,261   |         |
|       | Bi-Weekly | 2,228.81     | 2,520.62 | 2,573.77   | 2,626.92 | 2,681.96   | 2,736.96 | 2,794.38   | 2,851.77 | 2,911.69   | 2,971.58 |         |
|       | Hourly    | 27.86        | 31.51    | 32.17      | 32.84    | 33.52      | 34.21    | 34.93      | 35.65    | 36.40      | 37.14    |         |

CITY OF JACKSON PUBLIC

Manager

*Robert Stolarz*

Robert Stolarz, Union Representative

*fa*

Nicholas Vargias, Union Representative

*Jason Rimert*

Jason Rimert, Union Representative

DATED:

8-20-21

## APPENDIX A UNIT 1

| <u>CLASS TITLES</u>                                       | <u>CLASS GRADES</u> |
|-----------------------------------------------------------|---------------------|
| Electrical/Electronic Technician                          | 306                 |
| Electrical/Electronic Technician — Senior                 | 308                 |
| Lead Mechanic                                             | 310                 |
| Maintenance Crew Leader                                   | 308                 |
| Maintenance Worker                                        | 306                 |
| Mechanic I                                                | 307                 |
| Mechanic II                                               | 308                 |
| Mechanic — Senior                                         | 309                 |
| Water/Wastewater Treatment Plant Laboratory Technician    | 307                 |
| Water/Wastewater Treatment Plant Operator                 | 308                 |
| Water/Wastewater Treatment Plant Mechanic/Relief Operator | 307                 |

## UNIT II

| <u>CLASS TITLES</u>                               | <u>CLASS GRADES</u> |
|---------------------------------------------------|---------------------|
| Account Clerk I                                   | 305                 |
| Account Clerk II                                  | 307                 |
| Communications Specialist                         | 306                 |
| Computer Systems & Network Technician             | 309                 |
| Computer Systems & Network Manager                | 310                 |
| Computer Systems Operator/PC Technician Assistant | 306                 |
| Data Processing Clerk                             | 303                 |
| Administrative Assistant                          | 307                 |
| Dispatch Technician                               | 306                 |
| Engineering Technician                            | 307                 |
| Evidence Management Assistant                     | 305                 |
| Utility Clerk                                     | 306                 |
| Pension Coordinator/Administrative Assistant      | 307                 |
| Property Code/Registration Technician             | 306                 |
| Property Data Technician                          | 307                 |

**APPENDIX B-1**  
**SCHEDULE FOR TIER I**  
**Effective 7/1/2021**  
**Pay Rate Increase of 2.0%**

| APPENDIX B-1                             |           |          |            |          |          |          |          |          |          |          |          |          |
|------------------------------------------|-----------|----------|------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| SCHEDULE TIER I                          |           |          |            |          |          |          |          |          |          |          |          |          |
| Michigan Association of Public Employees |           |          |            |          |          |          |          |          |          |          |          |          |
| Rates effective:                         |           | 7/1/2021 |            |          |          |          |          |          |          |          |          |          |
| Rate increase:                           |           | 2.00%    |            |          |          |          |          |          |          |          |          |          |
| Class                                    | Pay       | Minimum  |            |          |          |          |          |          |          |          |          | Maximum  |
| Grade                                    | Basis     | Step 1   | Step 1-1/2 | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   | Step 9   | Step 10  |
| 306                                      | Annual    | 39,854   | 40,529     | 41,203   | 42,592   | 44,031   | 45,521   | 47,058   | 48,649   | 50,290   | 51,991   | 53,748   |
|                                          | Bi-Weekly | 1,532.85 | 1,558.81   | 1,584.73 | 1,638.15 | 1,693.50 | 1,750.81 | 1,809.92 | 1,871.12 | 1,934.23 | 1,999.65 | 2,067.23 |
|                                          | Hourly    | 19.16    | 19.49      | 19.81    | 20.48    | 21.17    | 21.89    | 22.62    | 23.39    | 24.18    | 25.00    | 25.84    |
| 307                                      | Annual    | 42,129   | 42,847     | 43,562   | 45,047   | 46,579   | 48,164   | 49,802   | 51,502   | 53,251   | 55,059   | 56,934   |
|                                          | Bi-Weekly | 1,620.35 | 1,647.96   | 1,675.46 | 1,732.58 | 1,791.50 | 1,852.46 | 1,915.46 | 1,980.85 | 2,048.12 | 2,117.65 | 2,189.77 |
|                                          | Hourly    | 20.25    | 20.60      | 20.94    | 21.66    | 22.39    | 23.16    | 23.94    | 24.76    | 25.60    | 26.47    | 27.37    |
| 308                                      | Annual    | 44,637   | 45,398     | 46,156   | 47,732   | 49,358   | 51,040   | 52,779   | 54,576   | 56,439   | 58,361   | 60,349   |
|                                          | Bi-Weekly | 1,716.81 | 1,746.08   | 1,775.23 | 1,835.85 | 1,898.38 | 1,963.08 | 2,029.96 | 2,099.08 | 2,170.73 | 2,244.65 | 2,321.12 |
|                                          | Hourly    | 21.46    | 21.83      | 22.19    | 22.95    | 23.73    | 24.54    | 25.37    | 26.24    | 27.13    | 28.06    | 29.01    |
| 309                                      | Annual    | 46,233   | 47,112     | 47,992   | 49,817   | 51,708   | 53,671   | 55,707   | 57,832   | 60,026   | 62,309   | 64,679   |
|                                          | Bi-Weekly | 1,778.19 | 1,812.00   | 1,845.85 | 1,916.04 | 1,988.77 | 2,064.27 | 2,142.58 | 2,224.31 | 2,308.69 | 2,396.50 | 2,487.65 |
|                                          | Hourly    | 22.23    | 22.65      | 23.07    | 23.95    | 24.86    | 25.80    | 26.78    | 27.80    | 28.86    | 29.96    | 31.10    |
| 310                                      | Annual    | 47,575   | 48,738     | 49,897   | 51,991   | 54,168   | 56,438   | 58,799   | 61,279   | 63,845   | 66,523   | 69,319   |
|                                          | Bi-Weekly | 1,829.81 | 1,874.54   | 1,919.12 | 1,999.65 | 2,083.38 | 2,170.69 | 2,261.50 | 2,356.88 | 2,455.58 | 2,558.58 | 2,666.12 |
|                                          | Hourly    | 22.87    | 23.43      | 23.99    | 25.00    | 26.04    | 27.13    | 28.27    | 29.46    | 30.69    | 31.98    | 33.33    |



|        |       |       |       |       |       |       |       |
|--------|-------|-------|-------|-------|-------|-------|-------|
| Hourly | 28.70 | 32.45 | 33.14 | 33.82 | 34.53 | 35.24 | 35.98 |
|--------|-------|-------|-------|-------|-------|-------|-------|

**APPENDIX B-2**  
**SCHEDULE FOR TIER I**  
**Effective 7/1/2022**  
**Pay Rate Increase of 2.0%**

| APPENDIX B-2                             |           |          |            |          |          |          |          |          |          |          |          |          |
|------------------------------------------|-----------|----------|------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| SCHEDULE TIER I                          |           |          |            |          |          |          |          |          |          |          |          |          |
| Michigan Association of Public Employees |           |          |            |          |          |          |          |          |          |          |          |          |
| Rates effective:                         |           | 7/1/2022 |            |          |          |          |          |          |          |          |          |          |
| Rate increase:                           |           | 2.00%    |            |          |          |          |          |          |          |          |          |          |
| Class                                    | Pay       | Minimum  |            |          |          |          |          |          |          |          |          | Maximum  |
| Grade                                    | Basis     | Step 1   | Step 1-1/2 | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   | Step 9   | Step 10  |
| 306                                      | Annual    | 40,651   | 41,340     | 42,027   | 43,444   | 44,912   | 46,431   | 47,999   | 49,622   | 51,296   | 53,031   | 54,823   |
|                                          | Bi-Weekly | 1,563.50 | 1,590.00   | 1,616.42 | 1,670.92 | 1,727.38 | 1,785.81 | 1,846.12 | 1,908.54 | 1,972.92 | 2,039.65 | 2,108.58 |
|                                          | Hourly    | 19.54    | 19.88      | 20.21    | 20.89    | 21.59    | 22.32    | 23.08    | 23.86    | 24.66    | 25.50    | 26.36    |
| 307                                      | Annual    | 42,972   | 43,704     | 44,433   | 45,948   | 47,511   | 49,127   | 50,798   | 52,532   | 54,316   | 56,160   | 58,073   |
|                                          | Bi-Weekly | 1,652.77 | 1,680.92   | 1,708.96 | 1,767.23 | 1,827.35 | 1,889.50 | 1,953.77 | 2,020.46 | 2,089.08 | 2,160.00 | 2,233.58 |
|                                          | Hourly    | 20.66    | 21.01      | 21.36    | 22.09    | 22.84    | 23.62    | 24.42    | 25.26    | 26.11    | 27.00    | 27.92    |
| 308                                      | Annual    | 45,530   | 46,306     | 47,079   | 48,687   | 50,345   | 52,061   | 53,835   | 55,668   | 57,568   | 59,528   | 61,556   |
|                                          | Bi-Weekly | 1,751.15 | 1,781.00   | 1,810.73 | 1,872.58 | 1,936.35 | 2,002.35 | 2,070.58 | 2,141.08 | 2,214.15 | 2,289.54 | 2,367.54 |
|                                          | Hourly    | 21.89    | 22.26      | 22.63    | 23.41    | 24.20    | 25.03    | 25.88    | 26.76    | 27.68    | 28.62    | 29.59    |
| 309                                      | Annual    | 47,158   | 48,054     | 48,952   | 50,813   | 52,742   | 54,744   | 56,821   | 58,989   | 61,227   | 63,555   | 65,973   |
|                                          | Bi-Weekly | 1,813.77 | 1,848.23   | 1,882.77 | 1,954.35 | 2,028.54 | 2,105.54 | 2,185.42 | 2,268.81 | 2,354.88 | 2,444.42 | 2,537.42 |
|                                          | Hourly    | 22.67    | 23.10      | 23.53    | 24.43    | 25.36    | 26.32    | 27.32    | 28.36    | 29.44    | 30.56    | 31.72    |
| 310                                      | Annual    | 48,527   | 49,713     | 50,895   | 53,031   | 55,251   | 57,567   | 59,975   | 62,505   | 65,122   | 67,853   | 70,705   |
|                                          | Bi-Weekly | 1,866.42 | 1,912.04   | 1,957.50 | 2,039.65 | 2,125.04 | 2,214.12 | 2,306.73 | 2,404.04 | 2,504.69 | 2,609.73 | 2,719.42 |
|                                          | Hourly    | 23.33    | 23.90      | 24.47    | 25.50    | 26.56    | 27.68    | 28.83    | 30.05    | 31.31    | 32.62    | 33.99    |

|        |       |       |       |       |       |       |       |
|--------|-------|-------|-------|-------|-------|-------|-------|
| Hourly | 29.56 | 33.43 | 34.13 | 34.84 | 35.57 | 36.30 | 37.06 |
|--------|-------|-------|-------|-------|-------|-------|-------|

**APPENDIX B-3**  
**SCHEDULE FOR TIER I**  
**Effective 7/1/2023**  
**Pay Rate Increase of 0.0%**

| APPENDIX B-3                             |           |          |            |          |          |          |          |          |          |          |          |          |
|------------------------------------------|-----------|----------|------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| SCHEDULE TIER I                          |           |          |            |          |          |          |          |          |          |          |          |          |
| Michigan Association of Public Employees |           |          |            |          |          |          |          |          |          |          |          |          |
| Rates effective:                         |           | 7/1/2023 |            |          |          |          |          |          |          |          |          |          |
| Rate increase:                           |           | 0.00%    |            |          |          |          |          |          |          |          |          |          |
| Class                                    | Pay       | Minimum  |            |          |          |          |          |          |          |          |          | Maximum  |
| Grade                                    | Basis     | Step 1   | Step 1-1/2 | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   | Step 9   | Step 10  |
| 306                                      | Annual    | 40,651   | 41,340     | 42,027   | 43,444   | 44,912   | 46,431   | 47,999   | 49,622   | 51,296   | 53,031   | 54,823   |
|                                          | Bi-Weekly | 1,563.50 | 1,590.00   | 1,616.42 | 1,670.92 | 1,727.38 | 1,785.81 | 1,846.12 | 1,908.54 | 1,972.92 | 2,039.65 | 2,108.58 |
|                                          | Hourly    | 19.54    | 19.88      | 20.21    | 20.89    | 21.59    | 22.32    | 23.08    | 23.86    | 24.66    | 25.50    | 26.36    |
| 307                                      | Annual    | 42,972   | 43,704     | 44,433   | 45,948   | 47,511   | 49,127   | 50,798   | 52,532   | 54,316   | 56,160   | 58,073   |
|                                          | Bi-Weekly | 1,652.77 | 1,680.92   | 1,708.96 | 1,767.23 | 1,827.35 | 1,889.50 | 1,953.77 | 2,020.46 | 2,089.08 | 2,160.00 | 2,233.58 |
|                                          | Hourly    | 20.66    | 21.01      | 21.36    | 22.09    | 22.84    | 23.62    | 24.42    | 25.26    | 26.11    | 27.00    | 27.92    |
| 308                                      | Annual    | 45,530   | 46,306     | 47,079   | 48,687   | 50,345   | 52,061   | 53,835   | 55,668   | 57,568   | 59,528   | 61,556   |
|                                          | Bi-Weekly | 1,751.15 | 1,781.00   | 1,810.73 | 1,872.58 | 1,936.35 | 2,002.35 | 2,070.58 | 2,141.08 | 2,214.15 | 2,289.54 | 2,367.54 |
|                                          | Hourly    | 21.89    | 22.26      | 22.63    | 23.41    | 24.20    | 25.03    | 25.88    | 26.76    | 27.68    | 28.62    | 29.59    |
| 309                                      | Annual    | 47,158   | 48,054     | 48,952   | 50,813   | 52,742   | 54,744   | 56,821   | 58,989   | 61,227   | 63,555   | 65,973   |
|                                          | Bi-Weekly | 1,813.77 | 1,848.23   | 1,882.77 | 1,954.35 | 2,028.54 | 2,105.54 | 2,185.42 | 2,268.81 | 2,354.88 | 2,444.42 | 2,537.42 |
|                                          | Hourly    | 22.67    | 23.10      | 23.53    | 24.43    | 25.36    | 26.32    | 27.32    | 28.36    | 29.44    | 30.56    | 31.72    |
| 310                                      | Annual    | 48,527   | 49,713     | 50,895   | 53,031   | 55,251   | 57,567   | 59,975   | 62,505   | 65,122   | 67,853   | 70,705   |
|                                          | Bi-Weekly | 1,866.42 | 1,912.04   | 1,957.50 | 2,039.65 | 2,125.04 | 2,214.12 | 2,306.73 | 2,404.04 | 2,504.69 | 2,609.73 | 2,719.42 |
|                                          | Hourly    | 23.33    | 23.90      | 24.47    | 25.50    | 26.56    | 27.68    | 28.83    | 30.05    | 31.31    | 32.62    | 33.99    |

|        |       |       |       |       |       |       |       |
|--------|-------|-------|-------|-------|-------|-------|-------|
| Hourly | 30.44 | 34.43 | 35.16 | 35.88 | 36.63 | 37.38 | 38.17 |
|--------|-------|-------|-------|-------|-------|-------|-------|

**APPENDIX B-4**  
**SCHEDULE FOR TIER I**  
**Effective 7/1/2024**  
**Pay Rate Increase of**  
**0.0%**

| APPENDIX B-4                             |           |          |            |          |          |          |          |          |          |          |          |          |
|------------------------------------------|-----------|----------|------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| SCHEDULE TIER I                          |           |          |            |          |          |          |          |          |          |          |          |          |
| Michigan Association of Public Employees |           |          |            |          |          |          |          |          |          |          |          |          |
| Rates effective:                         |           | 7/1/2024 |            |          |          |          |          |          |          |          |          |          |
| Rate increase:                           |           | 0.00%    |            |          |          |          |          |          |          |          |          |          |
| Class                                    | Pay       | Minimum  |            |          |          |          |          |          |          |          |          | Maximum  |
| Grade                                    | Basis     | Step 1   | Step 1-1/2 | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   | Step 9   | Step 10  |
| 306                                      | Annual    | 40,651   | 41,340     | 42,027   | 43,444   | 44,912   | 46,431   | 47,999   | 49,622   | 51,296   | 53,031   | 54,823   |
|                                          | Bi-Weekly | 1,563.50 | 1,590.00   | 1,616.42 | 1,670.92 | 1,727.38 | 1,785.81 | 1,846.12 | 1,908.54 | 1,972.92 | 2,039.65 | 2,108.58 |
|                                          | Hourly    | 19.54    | 19.88      | 20.21    | 20.89    | 21.59    | 22.32    | 23.08    | 23.86    | 24.66    | 25.50    | 26.36    |
| 307                                      | Annual    | 42,972   | 43,704     | 44,433   | 45,948   | 47,511   | 49,127   | 50,798   | 52,532   | 54,316   | 56,160   | 58,073   |
|                                          | Bi-Weekly | 1,652.77 | 1,680.92   | 1,708.96 | 1,767.23 | 1,827.35 | 1,889.50 | 1,953.77 | 2,020.46 | 2,089.08 | 2,160.00 | 2,233.58 |
|                                          | Hourly    | 20.66    | 21.01      | 21.36    | 22.09    | 22.84    | 23.62    | 24.42    | 25.26    | 26.11    | 27.00    | 27.92    |
| 308                                      | Annual    | 45,530   | 46,306     | 47,079   | 48,687   | 50,345   | 52,061   | 53,835   | 55,668   | 57,568   | 59,528   | 61,556   |
|                                          | Bi-Weekly | 1,751.15 | 1,781.00   | 1,810.73 | 1,872.58 | 1,936.35 | 2,002.35 | 2,070.58 | 2,141.08 | 2,214.15 | 2,289.54 | 2,367.54 |
|                                          | Hourly    | 21.89    | 22.26      | 22.63    | 23.41    | 24.20    | 25.03    | 25.88    | 26.76    | 27.68    | 28.62    | 29.59    |
| 309                                      | Annual    | 47,158   | 48,054     | 48,952   | 50,813   | 52,742   | 54,744   | 56,821   | 58,989   | 61,227   | 63,555   | 65,973   |
|                                          | Bi-Weekly | 1,813.77 | 1,848.23   | 1,882.77 | 1,954.35 | 2,028.54 | 2,105.54 | 2,185.42 | 2,268.81 | 2,354.88 | 2,444.42 | 2,537.42 |
|                                          | Hourly    | 22.67    | 23.10      | 23.53    | 24.43    | 25.36    | 26.32    | 27.32    | 28.36    | 29.44    | 30.56    | 31.72    |
| 310                                      | Annual    | 48,527   | 49,713     | 50,895   | 53,031   | 55,251   | 57,567   | 59,975   | 62,505   | 65,122   | 67,853   | 70,705   |
|                                          | Bi-Weekly | 1,866.42 | 1,912.04   | 1,957.50 | 2,039.65 | 2,125.04 | 2,214.12 | 2,306.73 | 2,404.04 | 2,504.69 | 2,609.73 | 2,719.42 |
|                                          | Hourly    | 23.33    | 23.90      | 24.47    | 25.50    | 26.56    | 27.68    | 28.83    | 30.05    | 31.31    | 32.62    | 33.99    |

**Appendix B-5**  
**Listing of MAPE Tier II Employees as of 6/22/2021**

All MAPE Tier II Employees On This Listing Transfer To The Tier I Wage Schedule w/Probationary Status Per Section 5.2 Effective 7.1.2021 Until 720 Actual Hours Worked (including overtime and holidays).

| <u>Employee Name</u> | <u>Current Step</u> | <u>Current Hourly Rate</u> |    | <u>Proposed Hourly Rate</u> | <u>Proposed Step</u> | <u>Hourly Rate Change</u> |
|----------------------|---------------------|----------------------------|----|-----------------------------|----------------------|---------------------------|
| Heather Truman       | 306-4               | \$16.56                    | TO | 18.79                       | 306-1                | 2.23                      |
| Wendy Alexander      | 306-4               | 16.56                      | TO | 18.79                       | 306-1                | 2.23                      |
| Mallory Lowder       | 306-5               | 17.12                      | TO | 18.79                       | 306-1                | 1.67                      |
| Ron Howard           | 306-5               | 17.12                      | TO | 18.79                       | 306-1                | 1.67                      |
| Rhonda Watkins       | 306-10              | 20.21                      | TO | <del>18.79</del><br>20.75   | 306-4                | .54                       |
| Mike Browning        | 306-5               | 17.12                      | TO | 18.79                       | 306-1                | 1.67                      |
| Chris Jenkins        | 306-8               | 18.91                      | TO | 19.42                       | 306-2                | 0.51                      |
| Matt Hemminger       | 306-8               | 18.91                      | TO | 19.42                       | 306-2                | 0.51                      |
| Jeremiah Spencer     | 306-7               | 18.29                      | TO | 18.79                       | 306-1                | 0.50                      |
| Gina Johnson         | 306-8               | 18.91                      | TO | 19.42                       | 306-2                | 0.51                      |
| Chris Herrmann       | 306-7               | <del>18.29</del>           | TO | <del>18.79</del><br>18.79   | <del>306-1</del>     | <del>0.50</del><br>1.50   |
| Conner Clark         | 306-7               | 18.29                      | TO | 18.79                       | 306-1                | 0.50                      |
| Mike Slick           | 306-7               | 18.29                      | TO | 18.79                       | 306-1                | 0.50                      |
| Robert Brown         | 306-8               | 18.91                      | TO | 19.42                       | 306-2                | 0.51                      |
| Tez Fair             | 306-8               | 18.91                      | TO | 19.42                       | 306-2                | 0.51                      |
| Stefan Saunders      | 306-8               | 18.91                      | TO | 19.42                       | 306-2                | 0.51                      |
| Lee Clore            | 306-8               | 18.91                      | TO | 19.42                       | 306-2                | 0.51                      |
| Devin Swift          | 306-8               | 18.91                      | TO | 19.42                       | 306-2                | 0.51                      |
| Kaytlin Steverson    | 306-9               | 19.55                      | TO | 20.08                       | 306-3                | 0.53                      |
| Susan Wixsom         | 306-9               | 19.55                      | TO | 20.08                       | 306-3                | 0.53                      |
| Tina Grindall        | 306-9               | 19.55                      | TO | 20.08                       | 306-3                | 0.53                      |
| Matt Fugate          | 307-10              | 21.41                      | TO | 21.95                       | 307-4                | 0.54                      |
| Pat Frohm            | 306-10              | 20.21                      | TO | 20.75                       | 306-4                | 0.54                      |

|                |        |       |    |       |       |      |
|----------------|--------|-------|----|-------|-------|------|
| Jason Rimert   | 306-10 | 20.21 | TO | 20.75 | 306-4 | 0.54 |
| Brian Myers    | 307-5  | 18.11 | TO | 19.86 | 307-1 | 1.75 |
| Ross Knoakes   | 307-5  | 18.11 | TO | 19.86 | 307-1 | 1.75 |
| Steve Arnett   | 307-6  | 18.73 | TO | 19.86 | 307-1 | 1.13 |
| Jamaine Rivers | 307-8  | 20.03 | TO | 20.53 | 307-2 | 0.53 |
| Jack Hitt      | 307-10 | 21.41 | TO | 21.95 | 307-4 | 0.54 |
| Stacie Frelin  | 307-5  | 18.11 | TO | 19.86 | 307-1 | 1.75 |
| Andrea Rice    | 307-7  | 19.37 | TO | 19.86 | 307-1 | 0.49 |
| Deshon Taylor  | 308-6  | 19.85 | TO | 21.04 | 308-1 | 0.19 |
|                |        |       | TO |       |       |      |
| Ashley Thorne  | 308-10 | 22.69 | TO | 23.26 | 308-4 | 0.57 |
| James Sipes    | 308-9  | 21.95 | TO | 22.50 | 308-3 | 0.55 |
| Marvin Daniels | 308-10 | 22.69 | TO | 23.26 | 308-4 | 0.57 |
| Nick Mueller   | 309-7  | 21.75 | TO | 21.79 | 309-1 | 0.04 |
| Kimberly Ross  |        |       | TO | 18.79 | 306-1 |      |
| Rickie Fisher  | 306-10 | 20.21 | TO | 20.75 | 306-4 | 0.54 |
| Nick Ringe     | 306-4  | 16.56 | TO | 18.79 | 306-1 | 2.23 |
| Jacob Waggener | 306-7  | 18.29 | TO | 18.79 | 306-1 | 0.50 |
| Bobby Simon    | 306-5  | 17.12 | TO | 18.79 | 306-1 | 1.67 |
| Mitchell Burt  | 306-5  | 17.12 | TO | 18.79 | 306-1 | 1.67 |
|                |        |       |    |       |       |      |

**APPENDIX C**  
**DRUG AND ALCOHOL POLICY**

**I. PURPOSE**

- A. The City of Jackson has a responsibility and an obligation to provide a safe work environment by ensuring that employees are drug free. The City is also required by Federal and State laws and regulations to implement and publish an alcohol and controlled substance policy for its employees that operate commercial motor vehicles.
- B. There is sufficient evidence to conclude that use or abuse of alcohol or illegal drugs, drug dependence, and drug abuse seriously impairs an employee's performance and general physical and mental health. The City has adopted this written policy to ensure an employee's fitness for work as a condition of employment, to ensure drug or alcohol tests are ordered based on a reasonable, objective basis or as part of licensing requirements, and to inform the employee that testing is a condition of employment.

**II. DEFINITIONS**

- A. Employee: All bargaining unit personnel employed by the City of Jackson.
- B. Department Head: Employees assigned to a position having day-to-day responsibility for supervising subordinates.
- C. Drug Test: A urinalysis or other test administered under approved conditions and procedures to detect drugs or alcohol.
- D. Reasonable, Objective Basis:
  - 1. An apparent statement of facts and/or circumstances found to exist upon inquiry by the department head, which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs/narcotics or alcohol.
  - 2. A reasonable ground for belief in the existence of facts or circumstances warranting an order to submit to a drug test or alcohol test.
- E. Commercial Driver's License (CDL): a CDL authorizes its holder to operate commercial motor vehicles covered by the Federal and State laws. For our purposes, a commercial motor vehicle will generally be defined as a vehicle operated on a street or highway which has a gross combination weight rating of 26,001 or more pounds (alone or inclusive of a towed unit) or which is used to transport certain hazardous materials. Federal law and regulations regarding CDL requirements shall supersede this policy where the two are inconsistent. The Employer will notify affected employees of any changes in the law that affect CDL drivers.

**III. EMPLOYEES SUBJECT TO THIS POLICY**

All employees of the unit shall be subject to the general provisions of this policy regarding alcohol and controlled substance use and/or abuse. Employees who are required to obtain and maintain a CDL as a continuing condition of employment are also subject to Federal and State



laws and regulations which require the Employer to impose certain additional policies and regulations on their employment not required for non-CDL driver employees.

#### IV. POLICY

- A. Any statutorily defined illegal use of drugs by any employee, whether at or outside employment 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 of all employees. All employees are strictly prohibited from reporting to work or working with a blood alcohol concentration of 0.02 or greater, or with the presence of a controlled substance in their systems in excess of the confirmation levels specified below.
  - 1. Such consumption, possession, ingestion or being under the influence shall not occur on the City'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 department head.
- D. CDL drivers are strictly prohibited from reporting to work or working with a blood alcohol concentration of 0.02 or greater, and from consuming alcohol within the four (4) hour period immediately preceding reporting to work. CDL drivers involved in an accident are prohibited from consuming alcohol within eight (8) hours following the accident or until the employee is post-accident tested for controlled substances or alcohol.

#### V. ALCOHOL AND CONTROLLED SUBSTANCE TESTING FOR CURRENT EMPLOYEES

- A. The Department Head or Supervisor may order a drug test for any employee when there is a reasonable objective basis to believe that the employee is impaired or incapable of performing his assigned duties. The contents of any documentation shall be made available to the employee.
- B. Current employees may be ordered by the department head to take a drug or alcohol test where:
  - 1. There is reasonable, objective basis to support allegations involving the use, possession or sale of drugs or possession or sale of drugs or narcotics; or the possession or consumption of alcohol by an employee on City time, equipment, or premises or that an employee is under the influence of alcohol.



2. There has been serious injury to the employee or an accident involving damage to the property of the City, property of the public, or injury to an employee or a member of the public, which occurs on City time or premises.
3. Employees required to maintain a CDL as a condition of employment shall also be subject to random drug and alcohol testing.
4. A drug test may be part of any required physical examination when an employee returns to work after an extended layoff or leave of absence, or for reasonable cause related to Section 13.4.

## VI. GENERAL

### A. Hearing

If the department has a reasonable suspicion to believe an employee has violated this policy, the following procedure will 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 Association Representative, if applicable
  - c. Employee's Supervisor(s)
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 Supervision 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, urine 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 below or prior arrangement at a site determined by the department.
6. The employee shall submit to such test and release of test results to the City; 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. Will be subject to discipline, up to and including discharge, should the test results report the presence of illegal drugs, narcotics or level of alcohol in excess of those specified below, or the use of prescription drugs without a prescription or the abuse of any over-the-counter drug.
- B. All property belonging to the City is subject to inspection at any time without notice, as there is no expectation of privacy.
  - 1. Property includes, but is not limited to, City 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 employee's supervisor, and in the presence of the employee.
- C. City employees who have reasonable objective basis to believe that another employee is illegally using drugs or narcotics or that employee is in possession of, consuming or under the influence of alcohol on the City's time or premises shall report the facts and circumstances immediately to their supervisor.

## VII. RESPONSIBILITY

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

## **BLOOD AND/OR URINALYSIS PROCEDURES**

### **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 may 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 of abuse including heroin, amphetamines and barbiturates and capable of identifying the presence of alcohol. 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 Department of Health and Human Services. 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 or alcohol 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 sixty (60) days.
2. Each step in the collecting 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 or alcohol 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), shall be used 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.

## DRUG AND ALCOHOL SCREENING DECISION LIMITS

| <u>Drug/Metabolite</u>            | <u>Decision Level</u> | <u>GC/MS Confirmation</u> |
|-----------------------------------|-----------------------|---------------------------|
| Amphetamines                      | 1,000 ng/ml           | 350 ng/ml                 |
| Barbiturates                      | 300 ng/ml             | 300 ng/ml                 |
| Cocaine metabolites               | 300 ng/ml             | 300 ng/ml                 |
| Marijuana metabolites             | 100 ng/ml             | 50 ng/ml                  |
| Opiates                           | 2,000 ng/ml           | 300 ng/ml                 |
| Phencyclidine (PCP)               | 25 ng/ml              | 25 ng/ml                  |
| Alcohol                           | .02 ng/ml             | .02 ng/ml                 |
| Cotinine<br>(as per Section 12.1) | 20 ng/ml              |                           |

## **APPENDIX D**

### **ELIGIBILITY FOR RETIREE HEALTH CARE**

Employees in the ERS pension system hired before July 1, 2012 and who retire by or on December 31, 2021 shall be subject to the following terms of eligibility for retiree health insurance in accordance with Table A below:

**TABLE A**

| <b><u>Full Time City Retiree Eligibility for Retiree Health Insurance</u></b>                                                                                                                                                                                                                                                   | <b><u>Retiree Premium Share</u></b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Must have 30 yrs. of full time City service, including the years in DROP, and any age at the time of retirement to be eligible for retiree health insurance (service retirees), or                                                                                                                                              | 20%                                 |
| Must have 25 yrs. of full time City service, including the years in DROP, and be at least age 58 at the time of retirement to be eligible for retiree health insurance (service retirees), or                                                                                                                                   | 25%                                 |
| Must have 20 yrs. of full time City service and be at least age 60 at the time of retirement to be eligible for retiree health insurance (service retirees).                                                                                                                                                                    | 30%                                 |
| Duty disability retiree, must have at least 15 yrs. of full time City service to be eligible for retiree health insurance.                                                                                                                                                                                                      | 25%                                 |
| Non-duty disability retiree, must have at least 20 yrs. of full time City service to be eligible for retiree health insurance.                                                                                                                                                                                                  | 54%                                 |
| Employees Hired On or After July 1, 2012 - Eligible for retiree Health Savings Account (HSA) Only. No retiree health insurance shall be offered. City contributes \$1,750/yr., with \$100 inflationary adjustment every five (5) years. Employee contributes \$750/yr., with \$50 inflationary adjustment every five (5) years. | NA                                  |

Employees in the ERS pension system hired before July 1, 2012 and who retire on or after January 1, 2022 shall be subject to the following terms of eligibility for retiree health insurance in accordance with Table B below:

TABLE B

| <u>Full Time City Retirees Eligibility for Retiree Health Insurance</u>                                                                                                                                                                                                                                                             | <u>Retiree Premium Share</u> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Must have 30 yrs. of full time City service and be at least age 56 at the time of retirement to be eligible for retiree health insurance (service retirees), or                                                                                                                                                                     | 20%                          |
| Must have 25 yrs. of full time City service and be at least age 62 at the time of retirement to be eligible for retiree health insurance (service retirees).                                                                                                                                                                        | 25%                          |
| Duty disability retiree, must have at least 15 yrs. of full time City service to be eligible for retiree health insurance.                                                                                                                                                                                                          | 25%                          |
| Non-duty disability retiree, must have at least 25 yrs. of full time City service to be eligible for retiree health insurance.                                                                                                                                                                                                      | 49%                          |
| New Employees Hired On or After July 1, 2012 - Eligible for retiree Health Savings Account (HSA) Only. No retiree health insurance shall be offered. City contributes \$1,750/yr., with \$100 inflationary adjustment every five (5) years. Employee contributes \$750/yr., with \$50 inflationary adjustment every five (5) years. | NA                           |



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