

*Mich Police - Fire Club*

*Grosse Pointe, City of*

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**GROSSE POINTE CITY FIRE FIGHTERS' ASSOCIATION**

**LOCAL 1975**

**AND**

**THE CITY OF GROSSE POINTE**

RECEIVED

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## TABLE OF CONTENTS

	Page	
ARTICLE I	Collective Bargaining Agreement	1
ARTICLE II	Purpose and Intent	1
ARTICLE III	Definitions	1
ARTICLE IV	Recognition	2
ARTICLE V	Coverage	2
ARTICLE VI	Management Rights and Responsibilities	3
ARTICLE VII	Association Security and Dues Duction	3
ARTICLE VIII	Representation	5
ARTICLE IX	Grievance Procedure	5
ARTICLE X	Seniority	8
ARTICLE XI	Disciplinary Action	8
ARTICLE XII	Economic Matters	9
ARTICLE XIII	Association Activities	15
ARTICLE XIV	General Conditions	15
ARTICLE XV	Duration of Agreement	18
APPENDIX A	Hours of Duty - Act 125 (P.A.1965)	20
INDEX		

ARTICLE I

COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into \_\_\_\_\_, \_\_\_\_\_, effective \_\_\_\_\_, \_\_\_\_\_, between the CITY OF GROSSE POINTE, MICHIGAN, a municipal corporation, hereinafter called the "Employer" or the City, and LOCAL NO. 1975 of THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as GROSSE POINTE FIRE FIGHTERS' ASSOCIATION, AFL, CIO, existing under the laws of the State of Michigan, hereinafter called the "Association".

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

ARTICLE II

PURPOSE AND INTENT

The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, State of Michigan, as amended, to incorporate understandings reached into a formal contract; to promote harmonious relations between the City and the Association for the mutual interest of the City of Grosse Pointe in its capacity as Employer, its employees, the Association, and the citizens of the City of Grosse Pointe; to improve the public fire fighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

ARTICLE III

DEFINITIONS

A. "Employer" or "City" means the Grosse Pointe Fire Department or the City of Grosse Pointe and includes the elected or appointed representatives of the City of Grosse Pointe, Michigan.

B. "Association" means Grosse Pointe City Fire Fighters' Association, including officers and representatives of the Association. Whenever the singular number is used, it shall include the plural.

C. "Member" or "Employee" means a person holding the rank of Fire Fighter, Fire Sergeant or Fire Lieutenant in the City of Grosse Pointe.

D. "Department Head" means the Fire Chief or his designated representative.

E. "City Manager" means the City Manager of the City of Grosse Pointe.

F. "Grievance" shall mean a claimed violation, misinterpretation or inequitable application of the existing rules, procedures or regulations covering working conditions applicable to the members of the department, as interpreted or applied under the provisions of this agreement.

G. "Immediate Supervisor" means the command officer in charge of the shift on which the aggrieved member is working.

H. "Association Committee" means the three annually appointed members of the Association as defined in the Association by-laws which shall include the president of the Association.

#### ARTICLE IV

##### RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining representative of the employees of the Grosse Pointe City Fire Department for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the term of this Agreement.

#### ARTICLE V

##### COVERAGE

This Agreement shall be applicable to the employees of the Fire Department of the City of Grosse Pointe with the exception of the Fire Chief.

## ARTICLE VI

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Employer retains all right which it had prior to the execution of this Agreement except as they may be limited or abridged hereby.

## ARTICLE VII

### ASSOCIATION SECURITY AND DUES DEDUCTION

To the extent that the laws of the State of Michigan permit, it is agreed that:

- A. Present employees covered by this Agreement shall, as a condition of employment, either join and maintain membership in the Association, or pay the Association's Service Fee, to the Association, for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following effective date of the Agreement.
- B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall, as a condition of employment, join and maintain membership in the Association, or pay the Association's Service Fee, to the Association, for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.
- C. Proper negotiations and the administration of collective bargaining entail expenses which are appropriately shared by all members of the bargaining unit. In the event an employee shall not join the Association and execute an authorization for full dues deduction, such employee shall, as a condition of continued employment by the City,

execute an authorization for the deduction of a sum representing that employee's proportionate share of such negotiation and contract administration and expenses which shall be a proportionate part of and shall not exceed the amount of Association dues which shall be forwarded to the Association Treasurer. This sum shall be called the "Service Fee". The Association Treasurer shall notify the City, in writing, of the amount to be deducted for such expenses.

- D. An employee who shall tender the initiation fee (if not already a member) and the periodic dues uniformly required of a member, or the periodic Service Fees uniformly charged, shall be deemed to meet the conditions of this Article. In the event an employee shall not meet the requirements of this Article, the employee shall be terminated, provided the City and the Association complete the following steps: The Association shall first submit a written request to the City asking for the termination of the employee involved. The City shall notify the employee within seven (7) days that unless the employee meets the requirements of this Article within fourteen (14) days from the date of notice, the employee's services shall be terminated upon the expiration of such 14 day period. This termination shall not be subject to the grievance procedure set forth herein.
- E. The City agrees to deduct from the pay of employees who are members of the Association, who individually authorize such deductions in writing to the City on a form agreed upon by the parties, an initiation fee and dues uniformly required as a condition of acquiring or retaining membership in the Association. The City further agrees to deduct from the pay of employees who are not members of the Association, but who individually authorize such deductions in writing to the City on a form agreed upon by the parties, a monthly Service Fee. Deductions under this Section shall be made from the second pay check issued in each calendar month, and the amount so deducted, shall be forwarded to the Association.

F. The provisions of this Article shall be applicable to the extent permitted by the laws of the State of Michigan or Federal Laws. The Association agrees to save and hold harmless the Employer from any damages resulting from the enforcement of the provisions of this Article. In the event any action or claims are commenced against the City to recover any sums deducted under this Article, the Association shall reimburse the City for any amounts deducted from any employee's pay and paid to the Association by the City that the City is subsequently required to repay to the employee.

#### ARTICLE VIII

#### REPRESENTATION

The Association shall be represented in all negotiations with the Employer by the Association Committee. In order not to interfere in any way with the duties and responsibilities of the Employer as a municipal government, it is understood that Association activities shall not be undertaken on duty time except as hereinafter provided. A member of the Association Committee shall, with the prior approval of the Department Head, which approval will not be unreasonably withheld, be permitted reasonable time to investigate and process grievances during duty time without loss of pay or benefits. Members of the Association Committee who are required to participate in meetings with the Employer at mutually agreed times and places shall not suffer any loss of pay or benefits if such meetings occur during duty time.

#### ARTICLE IX

#### GRIEVANCE PROCEDURE

##### Section 1. Intent

It is the intent of the parties hereto that this procedure shall serve as a peaceful means for the resolution of any dispute that may arise between them concerning the application and interpretation of this Agreement. To that end the informal resolution of grievances at the lowest level of supervision is encouraged.

Section 2. Procedure

Step I - An employee who has a grievance may discuss his complaint with his immediate supervisor, with or without the presence of a member of the Association Committee. The parties shall make every effort to reach a satisfactory settlement at this point.

Step II - If the grievance has not been settled, it shall be reduced to writing by the Association President or another member of the Association Committee and submitted to the Department Head within seven (7) calendar days of the date of the incident or situation giving rise to the grievance. The Department Head shall discuss the grievance with the President or Association Committee member and aggrieved employee and render a written answer within seven (7) calendar days of receipt of the grievance.

Step III - If the grievance has not been settled, it shall be presented in writing by the Association President or another member of the Association Committee to the City Manager within seven (7) calendar days after receipt of the written answer of the Department Head. The City Manager shall discuss the grievance with the President or Association Committee member and render a written answer within seven (7) calendar days after receipt of the grievance.

Step IV - If the grievance has not been settled, the Association President or another member of the Association Committee, may present a written request to the City Manager within seven (7) calendar days after he has furnished his answer at Step III requesting that the grievance be appealed to the Mayor and the City Council. Upon receipt



of such a request the City Manager shall place said request on the agenda for the next regularly scheduled Council Meeting following receipt of the request, unless such time is extended by mutual agreement. The Council's written answer shall be furnished within seven (7) calendar days after the meeting.

Any grievance which is not appealed to the next step within seven (7) calendar days after an answer is given shall be considered to be settled on the basis of the last answer.

### Section 3. Retroactive Claims

All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his removal from the city payroll.

The City in no event shall be required to pay back wages for more than seven (7) working days prior to the date a written grievance is filed. This shall not be construed to effect back wages accruing subsequent to the timely filing of a grievance. In the case of a pay shortage of which the employee could not have been aware before receiving his pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the employee files his grievance within three (3) working days after receipt of such pay.

### Section 4. Policy Grievance

A grievance affecting a number of employees may be treated as a policy grievance and entered directly at the second step of the grievance procedure.

ARTICLE X

SENIORITY

Upon completion of his probationary period, the employee shall acquire seniority retroactive to his last date of hire. The employee shall be considered a probationary employee for a period of one year subsequent to and commencing with his last date of hire.

An employee shall lose his seniority for the following reasons only:

- (a) He resigns.
- (b) He is discharged and the discharge is not reversed through the grievance procedure.
- (c) He is absent for five (5) consecutive calendar days without notifying the City. Exceptions may be made by the City in cases of extenuating circumstances. After such absences, the City will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- (d) If he does not return to work when recalled from lay-off as set forth in the recall procedure, exceptions may be made by the City in cases of extenuating circumstances.
- (e) There shall be no loss of seniority for leave of absences not exceeding two years by the employer.

ARTICLE XI

DISCIPLINARY ACTION

No seniority employee shall be disciplined except for just cause, and in no event until he shall have been furnished with a written statement of charges and the reasons for such action. All seniority employees shall have the right to be represented by the President or another member of the Association Committee at all disciplinary conferences or procedures. Notification shall be given to the Association within a reasonable time after any disciplinary action taken against any seniority employee which results in official entries being added to his personnel file.

ARTICLE XII

ECONOMIC MATTERS

Section 1. Rates of Pay

The following rates of pay shall be applicable for the classification of fire fighter on and after July 1, 1975:

Start	\$11,740.00
Six Months	12,185.00
Twelve Months	12,630.00
Twenty Four Months	13,520.00
Thirty Six Months	14,410.00
Forty Eight Months	15,300.00

The annual rate of pay for supervisory employees shall be based upon an increment over the maximum base pay for a fire fighter of 6 and 1/4 percent for Sergeants and 12 and 1/2 percent for Lieutenants. The annual rate of pay so computed for these ranks shall be as follows:

	<u>July 1, 1975</u>
Fire Sergeant	\$16,256.00
Fire Lieutenant	17,213.00

Section 2. Overtime

- (a) No employee shall be entitled to payment for overtime worked unless such overtime is specifically authorized by the employee's immediate supervisor and approved by the department head.
- (b) An employee who is required to remain on duty after his shift ends for the purpose of fire extinguishment or related emergency services shall be paid overtime at the rate of time and one-half computed on the basis of the employee's annual salary divided by 2080 hours.
- (c) An employee who is called back from off duty for fire extinguishment or related emergency service shall be paid overtime for a minimum of two (2) hours. Time worked in excess of two hours shall be calculated to the nearest 15 minute interval for actual time worked. Rate of overtime pay under this paragraph shall be time and one-half computed on the basis of the employee's annual salary divided by 2080 hours.
- (d) An employee who works authorized overtime, excluding overtime as defined in paragraphs (b) and (c), on a given shift as may be required as the result of sickness, authorized leave, or other reasons shall be compensated as follows:

- (1) Each year beginning July 1st and during the subsequent twelve months, employees who work such overtime during first 20 duty days requiring overtime under paragraph (d) shall be paid \$125.00 for each day worked.
- (2) After 20 duty days have been worked as provided for in paragraph (1), employees who are required to work overtime described in paragraph (d) shall be reimbursed on a straight time compensatory basis.
- (3) The Association and it's members shall provide manpower as necessary to meeting the authorized overtime requirements of paragraph (d).

Each Fire Sergeant and Fire Lieutenant will participate in staff meetings up to 12 hours annually without additional compensation.

### Section 3. Training

Off duty training assigned by the Department Head, except basic fire fighting schooling, shall be reimbursed on a compensatory time basis at the rate of time and one-half for each classroom hours (e.g., 12 duty hrs. compensatory time for 8 classroom training hrs.).

### Section 4. Uniform Allowance

Each fire fighter shall be paid an annual uniform allowance by July 20 of each year of \$145. Each fire sergeant and fire lieutenant shall be paid an annual uniform allowance by July 20 of each year of \$160. An employee with less than 12 months service in the Fire Department as of the July 1st preceding the payment shall receive a pro-rated uniform allowance of one-twelfth (1/12) of the annual uniform allowance for each full month of service in the department as of said July 1st. The City shall provide rubber goods and safety equipment.

### Section 5. Longevity Pay

Longevity shall be paid in accordance with rules and regulations adopted by the City Council which shall provide for annual payments as follows:

<u>Length of Service</u>	<u>Annual Payment</u>
5 years but less than 6 years of service	\$100.00
6 years but less than 7 years of service	125.00
7 years but less than 8 years of service	150.00
8 years but less than 9 years of service	175.00
9 years but less than 10 years of service	200.00
10 years but less than 11 years of service	225.00
11 years but less than 12 years of service	250.00
12 years but less than 13 years of service	275.00
13 years but less than 14 years of service	300.00
14 years but less than 15 years of service	325.00
15 or more years of service	350.00

Section 6. Vacations and Holidays

- (a) Leave days: Leave days representing both vacation and holidays shall be granted each calendar year as follows:
- (1) An employee with one (1) through fourteen (14) years of continuous employment with the City as of December 31st is eligible for ten (10) 24 hour duty days of leave in the following calendar year.
  - (2) An employee with fifteen (15) or more years of continuous employment with the City as of December 31st is eligible for eleven (11) 24 hour duty days of leave in the following calendar year.
  - (3) An employee with twenty (20) or more years of continuous employment with the City as of December 31st is eligible for twelve (12) 24 hour duty days of leave in the following calendar year.
- (b) Holiday Pay: The City shall pay \$400.00 as holiday pay in December 1975. Payment will be made in a lump sum and paid at the same time as the annual longevity pay.
- (c) Termination of Employment: In the event employment is terminated prior to December 31, an employee shall be deemed to have earned vacation pay in the ratio that the number of weeks from the last December 31, bears to 52.

Payment for vacation days earned in the current year and for unused vacation days earned in the prior year will be paid at the rate of eight (8) hours per vacation day at his then prevailing hourly rate of pay based on 2080 hours per year.

Section 7. Insurance Benefits

The Employer agrees to provide the following insurance benefits for permanent employees:

- (a) Except as otherwise provided herein, the benefits provided for employees in this Agreement shall be paid by the Employer.
- (b) Failure of the Insurance Company to provide any benefits for which it has contracted shall result in no liability to the Employer or the Association, nor shall such failure be considered a breach by the Employer or Association of any of the obligations which they may have undertaken by this or any other Agreement. Nothing herein contained, however, shall be construed to relieve the Insurance Company from any liability which it may have to the Employer, the Association, or any employee or beneficiary of any employee. The Employer reserves the right to select and change insurance companies after discussing the matter with the Association, and the terms of any contract or policy issued by an insurance company shall be controlling in all matters pertaining to benefits thereunder. No matter respecting the insurance programs shall be subject to the grievance procedure established in this Agreement, except failure of employer to pay premiums.
- (c) Group life insurance in the amount of \$10,000.00 together with an accidental death and dismemberment benefit, in a like amount, will be provided for each eligible employee. Said benefits to be provided the first monthly billing date following execution of the bargaining agreement. Newly hired and rehired eligible employees to be covered the first monthly billing date following 90 calendar days of employment.
- (d) Blue Cross MVF-1 with Master Medical insurance will be provided for permanent employees working at least 30 hours per week, spouses, and dependent children under age 19. Newly hired and rehired employees to be covered the first monthly Blue Cross billing date following 90 calendar days of employment.
- (e) An employee's insurance coverage shall terminate on the day he terminates his employment with the Employer.
- (f) Upon retirement an employee may purchase group life or health insurance.

Section 8. Retirement Benefits

- (a) Employees shall be eligible for retirement allowances as provided in Chapter B of the City Charter.
- (b) Employees who retire under the provisions of Chapter B of the City Charter shall receive terminal leave benefits based on regular rate of pay (2912 duty hours per year) as follows:
  - 20 to 24 years of service - 4 weeks
  - 25 to 29 years of service - 5 weeks
  - 30 or more years of service - 6 weeks
- (c) An employee who retires at normal retirement age as defined in the Employee's Retirement System set forth in the City Charter shall receive a monthly medical benefit payment. The purposes of the payment are to assist the said retired employee and the payment of medical health insurance premiums. The amount of the payment shall be limited to \$25.00 per month and shall be applied to a medical health insurance premium. The manner of payment shall be as follows:
  - (1) The individual eligible to such payment shall annually present evidence of payment of medical insurance premiums, in the form of receipts and/or cancelled checks;
  - (2) Upon receipt of such evidence of premium the City shall forthwith reimburse the said retired employee.

Section 9. Sick Leave

The Employer shall continue the existing sick leave policy.

Employees who fill in for another employee off sick, shall be reimbursed on a straight compensatory time basis, except as otherwise provided herein.

Section 10. Funeral Leave

If death occurs among members of an employee's immediate family, the employee shall be excused from scheduled work the day of the funeral and the two prior calendar days. Immediate family is defined to include spouse, children, step-children, brother, sister, and the father or mother of either employee or spouse. Additional leave may be granted, in special cases, by the department head.

Section 11. Injury Leave

When an employee is injured in the course of his employment with the City and becomes eligible for Workmen's Compensation benefits, the City will pay to the employee the difference between the Workmen's Compensation check, together with any compensation received from any gainful employment and his regular rate of pay. The City may require the injured employee to be examined at its discretion by a City appointed physician. The City may stop such payments immediately under any one of the following conditions:

- (1) Injured employee refuses to submit to examination by a City appointed physician.
- (2) Payment of compensation or benefit ceases under the Michigan Workmen's Compensation Insurance Act.
- (3) The employee is retired under the provisions of Chapter B of the City Charter.
- (4) Upon certification by a City appointed physician that the injured employee is physically able to return to City employment.
- (5) After 90 days from the date of injury, unless extended by action of the City Council.

The City reserves the right to limit its liability for injury on the job to the benefits provided by the Michigan Workmen's Compensation Insurance Act.

No benefits will be paid by the City if the employee is injured while employed with another employer or on a self-employed occupation.

Section 12. Food Allowance

Each employee scheduled to work on a 24 hour basis shall be paid an annual food allowance of \$200 for each contract year during the term of this agreement. Payment for each current contract year shall be made on the first regular pay day on or after June 30 of each year. Such payment shall represent the food allowance for the preceding twelve month period ending June 30 of the contract year. An employee who retires during the contract year shall be paid on a pro-rata basis upon retirement. New hires shall be paid at the end of the contract year on a pro-rata basis.



ARTICLE XIII

ASSOCIATION ACTIVITIES

Section 1. General

Employees and their Association representatives shall have the right to join the Association, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and to freely express or communicate any grievance.

Section 2. Other Organizations

Employees may belong to other organizations, but not as a condition of employment with the City, nor may such other organizations represent any employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agency of this Association.

Section 3. Bulletin Board

The Employer will furnish for the use of the Association bulletin board space at the fire station. Such space shall be used only for the following notices:

1. Recreational and social affairs of the Association.
2. Association meetings.
3. Association elections.
4. Official union communications.

The bulletin space shall not be used by the Association or its members for disseminating propaganda of any kind whatsoever; and, among other things, shall not be used by the Association for posting or distributing pamphlets or political matter of any kind whatsoever, or for advertising.

ARTICLE XIV

GENERAL CONDITIONS

Section 1. Maintenance of Conditions

It is not the intention of the parties to reduce the economic benefits of the employees covered by this Agreement as a consequence of the execution of this Agreement. The City shall make no unilateral changes in wages, hours or working conditions which are subjects requiring bargaining under state law.

Section 2. No Strike - No Lockout

- (a) There shall be no strokes, concerted failure to report for work, slowdowns, or stoppages of work, nor any lockouts, during the term of this contract. There shall be no strikes, concerted failure to report for work, slowdowns, or stoppages of work, nor any lockouts, during any period of time while negotiations are in progress between the parties hereto for the amendment or modification of this Agreement.
- (b) Any employee who violates the provisions of paragraph (a) above shall be subject to disciplinary action up to including discharge.
- (c) The City will not lockout any employees during the term of this Agreement or while in negotiations for amendment or modification of this Agreement.

Section 3. Hours of Duty

The hours of duty shall be in accordance with the laws of the State of Michigan. (See Appendix A)

Section 4. Equalization of Overtime Work Assignments

The employer shall provide reasonably equal opportunities for employees of the department to fill overtime work assignments. The dispatcher or person responsible for contacting off-duty personnel shall insofar as practicable contact such personnel on the basis of a sequential listing of departmental personnel when requesting employees to report for overtime work assignments. He shall maintain a record showing employees he attempted to contact, actually contacted, employees responding and employees not responding and reason therefor. Such record shall be available for periodic review by Association officers.

Section 5. General Reporting Requirements

In justice and in fairness to the City and the taxpayers, all employees shall be required to report to work on time, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties.

Section 6. Trading of Days

Subject to department manpower requirements, employees shall be permitted to voluntarily trade work or leave days, or hours, subject to the approval of the Department Head.

Section 7. Health Examinations and Requirements

1. Each employee covered by this Agreement shall maintain a medically acceptable personal physical fitness commensurate with the duties and requirements of the position he occupies and undertake physical examinations as hereinafter provided. In the event an employee disputes a finding that he is not medically acceptable, he should secure his own physical examination and in the event there is a conflict in the determination of the Doctors regarding this matter, the dispute shall be resolved by a third Doctor mutually agreed upon by the Doctor appointed by the City and the employee's Doctor. This provision shall not be construed to modify present procedure under the Employee's Retirement System.

2. The City shall, at its expense, provide each employee under age fifty (50) physical examinations at intervals not to exceed three years and each employee age fifty (50) and over physical examinations at intervals not to exceed eighteen months. Said physical examinations shall include but not be limited to chest x-ray and electrocardiogram. It shall remain confidential information between the employee and the physician provided however that should the employee be found physically unfit for his present position, the employee and physician shall advise the City so that remedial action may be undertaken. The aforementioned physical examination program shall commence at such time as the employer can arrange for required outpatient services from Bon Secours Hospital or suitable alternative facilities.

Section 8. Working Rules

- (a) The Fire Department may adopt reasonable rules for the operation of the department and the conduct of its employees while on duty.
- (b) Each employee shall have the right to pursue any legal or moral activity during his off-duty hours provided such activity does not interfere with his duties or reflect adversely upon the department.

Section 9. Distribution of Agreement

The employer agrees to deliver three executed copies of this Agreement to the Association and at the same time provide a duty desk copy.

Section 10. Separability

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Association, and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefor, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 11. Retiree Park Passes

Employees who retire under provisions of Chapter B of the City Charter, and who make annual application, shall be eligible for pass to Neff Park for employee and spouse.

ARTICLE XV

DURATION OF AGREEMENT

Section 1. Duration

This Agreement shall be effective the 1st day of July 1975, and shall remain in force and effect to and including June 30, 1976, except as otherwise provided herein.

Section 2. Termination

If either party desires to terminate this Agreement, it shall ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination, withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination, by either party on ninety days written notice prior to the current year's termination notice.

Section 3. Modification

If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice

of amendment shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 4. Notice of Termination or Modification

Notice shall be in writing and shall be sufficient if delivered personally to addressee or if sent by certified mail addressed, if to the Association, to President, Local 1975, at address as shown on City personnel records, and if to the City, addressed to City Manager, 17147 Maumee, Grosse Pointe, Michigan, or to any such address as the Association or the City may make available to each other.

Section 5. Extension

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_.

FOR THE ASSOCIATION:

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Secretary-Treasurer

FOR THE EMPLOYER:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Manager/City Clerk

\_\_\_\_\_  
Treasurer/Director of Finance

\_\_\_\_\_  
Director of Public Safety

APPENDIX A

Excerpt of Laws of the State of Michigan pertaining to hours of duty.

123.841 Firemen; period of duty; days off duty; work hours per week. (M.S.A. 5.3331) (Act No. 125, P. A. 1965)

Sec. 1. It shall be unlawful for any municipality, or any officer or employee thereof, in municipalities which maintain an organized paid or part-paid fire department, to require any person in the employ of the fire department who is engaged in fire fighting or subject to the hazards thereof to be on duty in such employment more than 24 hours, or to be off duty less than 24 consecutive hours out of any 48-hour period. All persons in the employ of any organized paid or part-paid fire department who are engaged in fire fighting or subject to the hazards thereof shall be entitled to an additional 24 consecutive hours off duty in every 12-day period, beginning July 1, 1966, thereby requiring firemen to work not more than an average of 63 hours per week, and effective July 1, 1967, an additional 24 consecutive hours off duty in every 6-day period, thereby requiring firemen to work not more than an average of 56 hours per week.

Approved June 30, 1965.

INDEX

<u>Title</u>	<u>Page No.</u>
Appendix A - Excerpt of State Law (Duty Hours)	20
Association Activities	15
Association Security and Dues Deduction	3
Collective Bargaining Agreement	1
Coverage	2
Definitions	1
Disciplinary Action	8
Duration of Agreement	18
Economic Matters	9
Food Allowance	14
Funeral Leave	13
Injury Leave	14
Insurance Benefits	12
Longevity Pay	10
Overtime	9
Rates of Pay	9
Retirement Benefits	13
Sick Leave	13
Training	10
Uniform Allowance	10
Vacations and Holidays	11
General Conditions	15
Distribution of Agreement	17
Equalization of Overtime Work Assignments	16
General Reporting Requirements	16
Health Examinations and Requirements	17
Hours of Duty	16
Maintenance of Conditions	15
No Strike - No Lockout	16
Separability	18
Retiree Park Passes	18
Trading of Days	16
Working Rules	17
Grievance Procedure	5
Intent	5
Policy Grievance	7
Procedure	6
Retroactive Claims	7

Management Rights and Responsibilities	3
Purpose and Intent	1
Recognition	2
Representation	5
Seniority	8