

**AGREEMENT**

**Between**

**CITY OF HUDSONVILLE**

**and**

**LOCAL 517M, SERVICE EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO (SEIU)**

**Effective: July 1, 2015 - June 30, 2018**

**AGREEMENT BETWEEN CITY OF HUDSONVILLE**  
**AND**  
**LOCAL 517M SERVICE EMPLOYEES**  
**INTERNATIONAL UNION, AFL-CIO (SEIU)**

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## AGREEMENT

THIS AGREEMENT is made effective as of the 1st day of July, 2015 by the CITY OF HUDSONVILLE (hereinafter "City") and LOCAL 517M, MICHIGAN PUBLIC EMPLOYEES SERVICE EMPLOYEES INTERNATIONAL UNION (hereinafter "Union").

The general purpose of this Agreement is to set forth the wages and 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 City, and Employees (defined below) and the Union.

### ARTICLE 1 RECOGNITION

Section 1.1 The City recognizes the Union as the sole and exclusive bargaining agent for a unit of employees employed by the City described as:

All Full-time Public Works Workers, Mechanics, Senior Mechanics, Equipment Operators and Sr. Equipment Operators.

The term "Employee" or "Employees" when used in this Agreement refers to members of the above bargaining unit. An Employee employed and classified by the City as a "Full-time Employee" is employed by the City on a regular full-time basis in a job classification listed in the Compensation Schedule of this Agreement and whose normal work schedule usually consists of forty (40) hours per week on a regular and long-term continuous basis.

### ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1 The City retains and shall have the sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services and programs to be furnished and the methods, procedures, means, equipment and machines required to provide such service or program; to determine the nature and number of facilities and departments to be operated and their location; to establish classification of work

and the number of personnel required; to direct and control operations; to discontinue, combine or reorganize any part or all of its operations; to maintain order and efficiency; to continue and maintain its operations; to study and use improved methods and equipment and outside assistance; and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the City and shall not be subject to the grievance procedure established in this Agreement.

Section 2.2 The City shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, and layoff and recall personnel; to make reasonable rules and regulations relating to personnel policies, procedures and working conditions; to establish work rules and to fix and determine penalties for violations of such rules; to make judgments as to ability and skill; to determine workloads; to establish and change work schedules; to provide and assign relief personnel; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and as such, they shall be subject to the grievance procedure to the extent provided herein.

### ARTICLE 3 UNION REPRESENTATION

Section 3.1 Employees shall be represented for purposes of the grievance procedure by a Steward, and by a Bargaining Committee of not more than three (3) persons. The Steward and the Bargaining Committee shall be selected by the Union and the names of each submitted to the City. Meetings with the City will normally be scheduled during off-duty hours; however, the Steward and Bargaining Committee shall be paid for attending meetings during working hours, if mutually scheduled by both parties.

Section 3.2 An Employee or group of Employees may process their own grievances, provided that the Union may have a representative present at any such discussion and provided that no adjustment of any such grievance shall be inconsistent with the terms of this Agreement.

Section 3.3 A duly authorized non-Employee representative of the Union will be permitted to participate in discussions with the City Manager (or designee) or the City's Personnel Committee with respect to employee relations matters, provided it is not detrimental to the management or operation of the City's function.

Section 3.4 A Steward or a Committee person who has an individual grievance which

involves employment by the City may ask for the assistance of a member of the Bargaining Committee in adjusting the grievance in the manner provided in the grievance procedure.

#### ARTICLE 4 HOURS OF WORK AND OVERTIME

Section 4.1 The normal workweek for Employees shall be eight (8) hours per day, five (5) days per week. Each Employee's work schedule reflecting such workday and workweek shall be as established from time to time by the City, and each Employee will conform to his work schedule as so established. The Employee shall not alter such work schedules except with prior agreement with the City. The City will pay a \$.75/hour differential for scheduled night shift work.

Section 4.2 Two (2) paid rest periods or coffee break periods of fifteen (15) minutes shall be provided during the course of a full workday. Section 4.3 Employees who are required by the City to work more than forty (40) hours per week shall be paid overtime at the rate of time and one-half for all hours actually worked in excess of forty (40) hours per week.

a. Departmental overtime is construed to be warranted only for necessary completion of required assignments, according to department policy and procedures, which assignments cannot be reasonably completed during the regular shift. It is the intent that all overtime will be carefully scrutinized by management.

b. For purposes of computing overtime work premium pay, non-worked paid time off received from the City shall be considered as hours actually worked.

c. Compensatory Time Off. The City agrees to allow Employees to utilize compensatory time off in lieu of receiving overtime work premium pay under certain terms and conditions. The use of any compensatory time off must receive the advance approval of the City Manager (or designee). Employees only have the right to accumulate and use up to forty (40) hours of straight time (computed to sixty (60) hours of compensatory time) during any fiscal year ending June 30. However, all unused compensatory time at the end of the fiscal year shall be paid-out in wages. Any approved compensatory time off must be scheduled with the Employee's supervisor at mutually agreeable times. The use of compensatory time off is restricted to only overtime work that qualifies for overtime work premium pay at the rate of time and one-half (1-1/2) for hours worked in excess of forty (40) in a workweek.

Section 4.4 Overtime at the rate of time and one-half shall be paid for any hours actually worked by employees on a designated holiday, regardless of the number of hours otherwise worked in that workweek. Employees shall be paid double time for work performed on Sunday.

Section 4.5 The City will make an effort to equalize the assignment of overtime work among those Employees in the classification able to do the work required to the extent such equalization is reasonably possible.

ARTICLE 5  
HOLIDAYS AND PERSONAL DAYS

Section 5.1 The following are designated holidays:

New Year's Day (January 1)	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day (July 4)	Christmas Eve (December 24)
Labor Day	Christmas Day (December 25)
	New Year's Eve (1/2 holiday-December 31)

Section 5.2 Employees shall be paid eight (8) hours pay for each designated holiday in addition to their pay for hours worked during that week.

Section 5.3 In certain instances, departmental operations may require that an Employee work on a holiday, as determined by the department head. In such cases, Employees will be entitled to overtime pay for hours worked on such holiday, in addition to their regular holiday pay.

Section 5.4 When one of the foregoing holidays falls on a Saturday, Friday shall be considered as the designated holiday. When it falls on a Sunday, Monday shall be considered as the designated holiday.

Section 5.5 Absent prior approval for leave from the City Manager (in which case if approved the Employee would be eligible for holiday leave), to be eligible for holiday pay, a Full-time Employee must work the Employee's full scheduled weekday immediately preceding and following the designated holiday.

Section 5.6 Employees shall be entitled to take forty (40) paid personal hours each year. Personal leave may be taken in one (1) hour increments, subject to the approval of the City Manager (or designee).

ARTICLE 6  
VACATIONS

Section 6.1 Employees shall be entitled to vacation with pay in accordance with their total length of service with:

1 -6 years of service	80 hours of vacation
7 years of service	96 hours of vacation
8 years of service	104 hours of vacation
9 years of service	112 hours of vacation
10 years of service	120 hours of vacation
11 years of service	128 hours of vacation
12 years of service	136 hours of vacation
13 years of service	144 hours of vacation
14 years of service	152 hours of vacation
15 years of service	160 hours of vacation

Section 6.2 A week of vacation shall be forty (40) hours of pay. Vacation time may be taken in one (1) hour increments, subject to the approval of the City Manager (or designee), as stated in Section 6.4.

Section 6.3 Vacation checks will be issued when the vacation is taken, and the Employees rate of pay for vacation will be the Employee's rate at that time.

Section 6.4 Employees are required to take their vacations each year. All eligible Employees must arrange for their vacation period in advance of the vacation date. Requests received by January 31 for vacations after that date will be scheduled by February 15, and in case of conflict, will be scheduled in accordance with seniority. Requests for available vacation dates which are received after February 15 will be answered within two working days of receipt of the request. All vacations must be approved by the City Manager (or designee).

In the sole discretion of the City Manager (or designee), within the Public Works Department more than one (two or more) DPW Employees may be on vacation at the same time provided, part-time DPW personnel and/or another qualified member of the SEIU (e.g. Senior Mechanic) are available to cover the planned absence. The Facilities Maintenance Manager may

also fill in to cover the worker absence (subject to his availability and with the agreement of the City Manager (or designee). It is understood that the Facilities Maintenance Manager may need to be trained to provide the necessary work assistance and that such training can be accomplished at the City's discretion.

Section 6.5 Employees who are drafted into military service shall be eligible to receive the full vacations to which they are otherwise entitled in the year in which they enter military service and also in the year they return to active full-time employment with the City, provided, however, that no such Employee shall receive more than one (1) full paid vacation in any calendar year.

Section 6.6 If an Employee retires, quits (with at least two weeks prior notice), is discharged (without just cause) or dies without having used all of the vacation the Employee had earned on the Employee's last anniversary date of employment, the amount of such earned but unused vacation pay shall be paid to the Employee or the Employee's personal representative.

## ARTICLE 7 SENIORITY

Section 7.1 Employees will be on probation for the first six (6) months of employment if hired during the period August to December, and nine (9) months if hired during the period January to July. During that time, they may be laid off or terminated by the City without recourse to the grievance procedure. Thereafter they shall acquire seniority and their names put on the seniority list.

Section 7.2 Seniority shall be (a) City wide and (b) by job classification. City-wide seniority shall be the Employee's total length of continuous service with the City. Job classification seniority shall begin when the Employee begins working in the classification and continue until the Employee's employment terminates, or the Employee is transferred or promoted to another job classification.

Section 7.3 After execution of this Agreement, a seniority list showing the seniority of each Employee in the Employee's classification shall be given to the Union. Thereafter, the Union shall be notified promptly of any change in the seniority list.

Section 7.4 If two or more Employees have the same seniority in a job classification, they will be ranked on the seniority list alphabetically by last name.

ARTICLE 8  
LAYOFF AND RECALL

Section 8.1 When the City determines that it is necessary to lay off an Employee having the job classification of a public work's equipment operator or mechanic (the "Joint Classification" for purposes of this section only), probationary employees (on the basis of lowest seniority) within the Joint Classification shall be laid off first. Thereafter, Employees with the least amount of seniority within the Joint Classification shall be laid-off. Otherwise, when the City determines that it is necessary to lay off Employees who are not within the Joint Classification, probationary employees in the classification involved shall be laid off first. Thereafter, Employees with the least amount of seniority in the classification shall be laid off.

Section 8.2 In recalling Employees to a classification, laid off Employees with the greatest seniority in that classification shall be the first to be recalled.

Section 8.3 Employees who are on layoff on the vacation eligibility date and who are otherwise eligible for vacation pay will be paid vacation pay prorated on the basis of time worked.

ARTICLE 9  
SICK LEAVE

Section 9.1 The City will provide a short-term disability (STD) plan providing coverage the first calendar day after an injury and on the eighth calendar day of illness. Employees will accumulate sick time at a rate of 3.3333 hours each month. Total accumulated paid sick hours at no given time shall exceed a maximum of 80 hours for each Employee. An Employee who is off on paid sick leave shall be considered as having worked and be credited for such hours for purposes of determining accumulated sick leave.

Section 9.2 Sick leave may be used for the injury, illness or other health related conditions pertaining to an Employee, their spouse or dependents. A day of accumulated sick leave will be canceled for each day of such paid absence. In the event the required absence is the result of an injury compensable under the worker's compensation system, any worker's compensation benefit for which the Employee is eligible will be applied against the sick leave.

Section 9.3 Sick leave days are not personal leave days. A doctor's statement substantiating the need for absence may be required by the City in cases where the City has

reason to believe that sick leave is being abused.

Section 9.4 Abuse of sick leave shall be grounds for disciplinary action.

ARTICLE 10  
BEREAVEMENT LEAVE

Section 10.1 Employees are eligible to receive up to five (5) working days with pay, granted at the discretion of the City Manager, in the event of death of a spouse, child, brother, sister, parent, parent-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, or grandparents of the current spouse, step-parent, step-child, step-sister, or other relations residing in the same household. Upon the death of other relatives, or close friends, time off may be granted at the discretion of the City Manager.

Section 10.2 If necessary, sick leave may also be used for bereavement leave in the sole discretion of the City Manager.

ARTICLE 11  
JURY DUTY LEAVE

Section 11.1 Employees who are summoned by the Court to serve as jurors shall be given a leave of absence for the period of their jury duty. For each day an Employee serves as a juror when the Employee otherwise would have worked, the Employee shall receive the Employee's regular salary. The Employee shall turn over to the City all juror fees that the Employee receives from the Court, other than mileage. In order to receive jury duty pay, an Employee must (1) give the City advance notice of the time that the Employee is to report for jury duty; (2) give satisfactory evidence that the Employee served as a juror at the summons of the Court on the day the Employee claims such pay; and (3) return to work promptly if, after the Employee is summoned by the Court, the Employee is excused from jury service.

ARTICLE 12  
MILITARY LEAVE

Section 12.1 Leaves of absence for military purposes will be granted in accordance with applicable law.

ARTICLE 13  
UNION LEAVE

Section 13.1 An Employee who is elected or appointed to a full-time office in the Union, the fulfillment of the duties of which requires a leave of absence, shall be granted a leave of absence without pay for up to two (2) years.

Section 13.2 One member of the Union who is elected to attend a Union convention shall be granted leave without pay for up to one (1) week in order to attend such convention.

Section 13.3 Requests for any such leave shall be submitted in writing to the City Manager (or designee) at least two (2) weeks before the leave is to begin and shall state the purpose for which it is requested.

ARTICLE 14  
OTHER LEAVES OF ABSENCE

Section 14.1 Personal Leave. Employees may be granted up to six (6) months personal leave of absence without pay upon approval of the City Manager (or designee) at the City Manager's discretion. Requests for personal leave shall be in writing, signed by the Employee, and given to the City Manager (or designee). Such request shall state the reason for such leave. Approval shall be in writing by the City Manager (or designee). An Employee shall not take such a leave of absence for the purpose of obtaining other employment, and such an Employee who takes such employment shall be considered as a voluntary quit unless such other employment is agreed to by the City Manager (or designee).

Section 14.2 Family and Medical Leave (FLMA). To the extent required under applicable law, according to the federal Family and Medical Leave Act, an eligible Employee shall be granted leave for the purpose and under the terms and conditions as provided by that law in all respects. It is recognized that the interpretation and application of this law may change as court and agency rulings are issued, and also that the City may adopt policies to effectuate the Act provided that such policies are consistent with the Act. It is understood that the City's FMLA policy in effect for other employees will be applied for Employees covered under this bargaining agreement.

ARTICLE 15  
MEDICAL, DENTAL, DISABILITY LIFE AND EYE COVERAGE

Section 15.1 Existing dental coverage for Employees and their dependents, disability coverage for Employees only and life insurance for Employees only shall be continued, at City expense, with the City paying the cost thereof. Dental coverage is self-funded by the City. The life insurance is for a combined benefit of \$50,000 per unit member. Disability insurance coverage is addressed in Sections 9.1 and 15.3.

The City shall comply with the “hard cap” limits set below and in P.A. 152 (2011), as adjusted annually by CPI:

- **For Single coverage, the employer may not pay more than \$5,857.58 annually, per Employee**
- **For Double coverage, the employer may not pay more than \$12,250 annually, per Employee**
- **For Family coverage, the employer may not pay more than \$15,975.23 annually, per Employee.**

Each Employee shall pay all associated coverage costs of the PPO Versatile Plan 3 with RX Plan 6 Benefits of the Western Michigan Health Insurance Pool (WmHIP) and as such costs maybe increased annually to ensure the City’s compliance with the above the respective cap rate limit under PA 152 (2011), as amended.

The City retains the right to change insurance carriers so long as the overall level of benefits is not significantly reduced as a result. The terms and conditions of the master policies shall control. The City will pay \$200.00 per month to each Employee not using the City’s medical insurance coverage plan.

Section 15.2 Eyes. Employees are offered City paid optical insurance through EyeMed Vision Care. Employees also have the option to purchase optical insurance for their spouse or family during open enrollment.

Section 15.3 The City will provide for Employees, at its expense, a long-term disability policy providing for a ninety (90) calendar day elimination period, and a sixty percent (60%) benefit level to age 65 computed on base monthly compensation with a maximum monthly limit of Five Thousand Dollars (\$5,000).

ARTICLE 16  
RETIREMENT

ICMA Retirement. The City provides a 401A defined contribution retirement plan to the Employees. The City will contribute 9% of a an Employee's annual gross wages to fund the 401A defined contribution retirement plan, and the City will match an additional 2% if the Employee also contributes 2% of his/her wages to the 401A defined contribution plan.

ARTICLE 17  
GRIEVANCE PROCEDURE

Section 17.1 A grievance shall be defined as an alleged violation of the meaning, interpretation or application of a specific Article or Section of this Agreement.

Section 17.2 If any grievance arises, there shall be no stoppage or suspension of work because of such grievance.

Section 17.3 Step 1. Any grievance or complaint shall be discussed with the supervisor for settlement. Any Employee or group of Employees who have a grievance may be accompanied by their Steward, if so desired, and must submit it to the supervisor within five (5) regularly scheduled working days from the date of occurrence. The supervisor shall investigate and advise the grievant and/or Steward of the disposition of the complaint within five (5) regularly scheduled working days after it has been made to the supervisor. In the event the complaint is not satisfactorily settled in this manner, the following procedure shall apply.

Section 17.4 Step 2. To be processed thereafter, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the Section of the Agreement which has allegedly been violated, must be signed by the Employee filing the grievance, and must be presented to the City Manager (or designee) within five (5) regularly scheduled working days after receipt of the oral answer from the supervisor. The City Manager (or designee) shall meet with the Union's representative within ten (10) regularly scheduled working days. The City Manager (or designee) shall give a written answer to the aggrieved

Employee and to the Steward within five (5) regularly scheduled working days after such meeting with the Union. If the answer is mutually satisfactory, the Employee or his Steward shall so indicate in writing, giving one (1) copy of the settled grievance to the City Manager (or designee).

Section 17.5 Step 3. If the grievance has not been settled at Step 2 and if it is to be appealed, it must be served upon the City Commission's Personnel Committee within five (5) regularly scheduled working days after receipt by the City Manager (or designee). The City and the Union representative shall meet to consider the grievance within ten (10) regularly scheduled working days after the City Commission's Personnel Committee receives notice of appeal to this step. The City Commission's Personnel Committee shall give the Union representative a written answer to the grievance in triplicate, communicated through the mail to an address supplied to the City Manager (or designee) by the Union, postmarked no later than ten (10) regularly scheduled working days after the date of such meeting.

Section 17.6 The Union, if not satisfied with the Personnel Committee's disposition of the grievance, may, within five (5) days of receipt of notification of the Personnel Committee's disposition, notify the City of its intent to submit the grievance to arbitration. The arbitrator for all grievances arising during the term of this Agreement shall be a resident of the City of Hudsonville selected by mutual agreement of the City and the Union within thirty (30) days after the execution of this Agreement. If the parties are unable to agree on an arbitrator within that time, such grievances shall be decided by an arbitration panel of three (3) members, one to be selected by the City, one by the Union and the third by the first two. All three panel members shall be residents of the City of Hudsonville. The decision of the arbitrator or of a majority of the arbitration panel shall be final and binding on the City, the Union and the Employee or Employees affected.

Section 17.7 Time Limitation. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union and/or Employees, the grievance shall be considered settled. If the time procedure is not followed by the City, the grievance shall automatically advance to the next Step, but excluding arbitration, unless the Union requests arbitration in accordance with the procedures established in this Agreement.

ARTICLE 18  
AUTOMOBILE ALLOWANCE

Section 18.1 When an Employee is required by the Employee's supervisor to use the Employee's personal automobile for City business because no City vehicle is available for that purpose, the Employee will be reimbursed at the I.R.S. rate per mile driven for such purpose.

Section 18.2 Employees required by the City to have a commercial driver's license (CDL) will receive reimbursement of up to \$65.00 for the licensing fee upon presenting evidence to the City of payment of the fee and receipt of a current license.

ARTICLE 19  
MISCELLANEOUS

Section 19.1 When job vacancies occur which the City intends to fill, notice thereof shall be posted on the bulletin boards and shall remain posted for a minimum of nine (9) calendar days. Applications will be accepted from any Employee interested in being considered for filling such position.

Section 19.2 Such vacancies shall be filled by the applicant from within or without City service whom the City considers to be the best qualified person for the job.

Section 19.3 If a vacancy is filled by transfer or promotion, the Employee shall be placed on the first step which provides a pay increase. If there is no step that provides a pay increase, the Employee shall be placed at the top rate for the new job. During a 90 calendar day probationary period, the Employee may elect to return to the Employee's former job classification. If the Employee does not successfully complete the probationary period for the job to which he or she is transferred or promoted, the Employee will be returned to the job in the Employee's former classification which is held by the Employee with the least seniority in the classification.

Section 19.4 If an Employee is directed by the City to only perform a higher rated job in the bargaining unit, the Employee will be paid at the next higher pay step of that job than the pay the Employee had been receiving in the Employee's former job. If an Employee is directed by the City to temporarily perform a lower rated job in the bargaining unit, the Employee's regular rate of pay will be continued during such temporary assignment.

Section 19.5 When an Employee is permanently assigned by the City to a job earning a

lower rate than the job from which the Employee was transferred, the Employee shall receive a rate of pay for such new assignment determined by the Employee's total length of service with the City.

Section 19.6 An Employee who reports for work at the Employee's regular starting time shall receive a minimum of four (4) hours pay at the Employee's regular rate unless notified at least two (2) hours in advance not to report for work at such time.

Section 19.7 An Employee who is called to work by the Employee's supervisor outside the Employee's normal working hours shall be paid a minimum of two (2) hour at time and one-half the Employee's regular rate of pay. This minimum guarantee shall not apply to hours of work which immediately precede or follow the Employee's regular working hours and are continuous with them.

Section 19.8 Bulletin Board. The City agrees that the Union may use existing bulletin boards to carry Union announcements, notices of meetings, results of Union elections and notices pertaining to nominations and elections.

Section 19.9 Throughout this Agreement the use of a masculine term includes reference to the feminine gender.

Section 19.10 Accidents and Drug Testing. Any Employee involved in any accident on duty shall immediately report said accident and any physical injury sustained. An Employee shall make out an accident report in writing on a form furnished by the City and shall turn in all available names and addresses of witnesses to any accident. If the City wishes to pursue disciplinary action for the involved Employee, the Employee has the right to the grievance procedure.

Whenever an Employee is involved in a vehicle accident while on duty or where there is reasonable suspicion an Employee is impaired or under the influence of alcohol or drugs while on duty, the City retains the sole discretion to require the Employee to submit to a blood and/or urinalysis examination for the purpose of detecting the Employee's use of unauthorized prescription drugs, illegal drugs, controlled substances and/or alcohol. Failure of such test and/or refusal to take the test constitutes just cause for termination.

Section 19.11 Employee's Rights. The authorization to check-off and deduct Union membership dues is strictly a matter of voluntary choice of the individual Employee. Upon the receipt of a written authorization from an Employee, the employer shall deduct from the

Employee's wages an amount equal to monthly union membership dues which shall be deducted in a fixed amount each pay period and remitted to the Union. Once authorized, payroll check-off shall be irrevocable for a period of one year and automatically renewed each year thereafter, except that authorization may be withdrawn by sending of a written notice to the Union by registered mail during the period of ten (10) days immediately succeeding the annual anniversary date of the Employee's authorization. The Union agrees to hold harmless and indemnify the City for any legal fees or damages incurred as a result of these agency shop provisions.

Section 19.12. Employees Review of Personnel Record. Anything placed in an Employee's personnel file relating to disciplinary action shall be brought to the Employee's immediate attention. The Employee has the right to enter a letter of rebuttal if the Employee desires.

The parties agree that the Bullard-Plawecki Employee Right To Know Act, No. 397 of the Public Act of 1978, as amended, shall govern access and review by an Employee of the Employee's personnel records. Any request by an Employee to review the Employee's personnel file shall be in writing and submitted to the City Manager.

Section 19.13 No Strike. The Union agrees that during the term of this Agreement neither it nor its officers, representatives, committee members, stewards, nor the Employees covered by this Agreement, will for any reason directly or partial or intermittent strike, walk-out, slow-down, sit-down, stay-in, stay-away, refusal to perform work assignments, limitation or withholding of services, boycott of a primary or secondary nature, picketing or any other activities that may result in curtailment of work or in any interference in any manner with the operations and services of the City. It is expressly recognized, and the Union agrees, that the scope of activity prohibited in this paragraph of this Section is intended to include, but not be limited to, activities such as sympathy strikes, unfair labor practice strikes and the refusal of an Employee or Employees to cross any type of picket line at any location for any reason whatsoever.

The City reserves the sole right to discipline an Employee or Employees up to and including discharge for violating any of the provisions of this Section and the Union acknowledges that such disciplinary action up to and including discharge is appropriate for violation of any of the provisions of this Section and the Union agrees not to oppose any such disciplinary action. The City's right to discipline up to and including discharge for violating any

of the provisions of this Section shall apply to any Employee or Employees covered by this Agreement and shall be cumulative with and may be exercised in addition to any other remedies available to the City. Any appeal to the grievance procedure, as may be established in this Agreement, shall be limited solely to the question of whether the Employee or Employees did, in fact, engage in any prohibited activity provided in this Section.

Section 19.14 Governmental Health Care. Should the City be required to contribute to a governmentally-sponsored or mandated health benefit program(s), national or otherwise, which duplicates the types of benefits covered by the City's group health benefit program currently in effect as a result of this Agreement, it is agreed that the City shall have the right to cancel any and all benefits provided under the City's program and which are the types of benefits included in the governmentally-sponsored or mandated program(s). The intent of this Section is that the City may not be obligated to provide double payments for double coverage.

Section 19.15 Transfer from Union. Any Employee who is promoted from the Union to a position outside of the Union shall retain the seniority accumulated while within the Union for a period of 90 calendar days. If an Employee who has seniority rights returns to the Union within 90 calendar days, the Employee will be reinstated in the classification last held in the Union, with the actual seniority held at the time of transfer from the Union. In the event the Employee's seniority does not permit working in that classification, that Employee may exercise his/her seniority as provided by this Agreement.

Section 19.16 Americans with Disabilities Act. The Union understands that the Americans with Disabilities Act requires employers to make reasonable accommodation of Employees with handicaps and agrees that in case any provision of this Agreement conflicts with the duty to accommodate, the duty to accommodate will prevail. To the extent possible, the Union and the City will meet to agree on what is a reasonable accommodation. An accommodation made to an individual with a disability will not constitute a precedent with regard to other Employees.

Section 19.17 Educational Assistance. The City may reimburse an Employee's tuition costs for up to two (2) classes, a maximum of 8 credit hours, and for necessary used books, if available, every calendar year provided all of the following conditions are met: (1) each class must have a direct correlation to the Employee's job with the City and is approved in advance by the City's City Manager, (2) the Employee pays 25% of all such costs, (3) the costs do not

exceed those charged by Grand Valley State University at the time of the class, and (4) the Employee earns a grade of “B” or better in each class. Additionally, if the Employee voluntarily leaves the City’s employment or is discharged for just cause within 1 year of the City paying for a class, the Employee shall reimburse the City’s for its payment toward the class on a prorated 365 days basis, plus all costs of collection, including attorney’s fees .

Section 19.18 Longevity Pay. Employees who have performed continuous service for the number of years set forth below shall be eligible to begin accruing longevity pay at the beginning of the payroll period in which the required number of years has been completed in accordance with the following schedule:

<u>Completion of Continuous Years of Service</u>	<u>Longevity Pay</u>
Five (5)	\$250.00
Ten (10)	\$350.00
Fifteen (15)	\$450.00
Twenty (20)	\$550.00

Longevity pay shall be payable on the first payday in July each year after the Employee’s anniversary date beginning July 1, 2002. An eligible Employee whose employment with the City is terminated for any reason prior to July 1 shall receive longevity pay on a prorated time basis for the calendar months served.

Section 19.19 On-Call Phone Use for Non Emergencies. With the exception of the Senior Mechanic and Public Works Worker, the Superintendent of Public Works and all Employees deemed qualified by the Superintendent (or his designee) in his sole discretion will be required to be on-call through the on-call smart phone on a rotating basis. [Such exception does not preclude the Senior Mechanic or Public Works Worker from being called in to assist in an emergency situation in the City’s discretion after the other Union Employees are called.] The Employee will receive \$200 a week for being on-call. That Employee shall also be responsible for opening the City parks during the related weekends and for cleaning park bathrooms, emptying trash barrels and cleaning park rental facilities. Further, Employees who carry the pager on a Holiday noted below, shall receive an additional Floating Holiday as follows:

- July 4 – 1 Floating Holiday,
- Memorial Day = 1 Floating Holiday,
- Labor Day = 1 Floating Holiday
- Thanksgiving Day and the Day After = 1 Floating Holiday
- Christmas Eve Day and Christmas Day = 1 Floating Holiday

New Year's Eve Day and New Year's Day = 1 Floating Holiday.

Section 19.20 Mechanic Tool Allowance. The City Mechanic shall receive a tool allowance of \$300.00 per year, payable in a lump sum payment to the Mechanic in July of each fiscal year.

Section 19.21 New Member Orientation. The City shall, within three (3) work days, notify the Union of any new Employee hires and provide the Union adequate time, not to exceed thirty (30) minutes, to meet with such Employee(s) where they will receive an overview of the Union and its programs.

Section 19.22 City's Annual Reporting to Union. The City agrees to provide annually a transaction report to the Union in electronic form, containing the following information for each Employee: Employee's name, street address, city, state, zip code, telephone number, hire date, deduction amount, hours of daily employment, work location, classification, leaves of absence of any type, placed on layoff, recalled from layoff, deleted from the bargaining unit (including retirement) and hourly rate of pay.

Section 19.23 Subcontracting. The City has the right to subcontract work. However, the City shall provide the Union with ninety (90) days advanced written notice of the City's decision, if ever, to subcontract work otherwise performed by an Employee if the result of such decision will result in an Employee layoff or loss of job.

Section 19.24 Wage Increase. Employees shall receive a 1.5% annual increase to their existing wages for each year of the Agreement.

## ARTICLE 20 UNIFORMS AND EQUIPMENT

Section 20.1 The City will reimburse each of its Employees up to a maximum of \$135.00 toward the cost of the mandatory purchase and use of safety shoes which must occur between July 1 of the one calendar year and ending June 30 of the next calendar year. The Employee seeking reimbursement for safety shoes must provide verification of purchase with a receipt showing the date of purchase. The City will supply each Employee with 11 shirts (long or short sleeves as determined by the Employee) and 11 pants uniforms. Replacement uniforms shall be at the discretion of the City Manager. The City has the discretion whether and how often to use outside cleaning services for cleaning City provided work uniforms and instead to provide

a washer/dryer (and all cleaning supplies, hangars, etc.) at the DPW building for Employees to launder their own City provided work uniforms. A heavy duty, quality winter coat, to be repaired and/or replaced by the City as reasonably necessary.

Section 20.2 The City shall pay Employees for up to eight (8) hours per day of time spent attending training classes which the City requires them to attend.

Section 20.3 The City will provide a locker for each bargaining unit Employee of the Department of Public Works.

Section 20.4 A yearly performance review will be done on each Employee by their immediate supervisor.

## ARTICLE 21 TERM OF AGREEMENT

Section 21.1 This Agreement shall become effective retroactively on July 1, 2015, and remain in full force and effect until June 30, 2018, 11:59 p.m. It shall not continue after that date unless replaced by a signed and written Agreement.

Section 21.2 Negotiations on an extension or renewal of this Agreement shall begin on or about May 15, 2018, provided that either party gives notice of intention to extend or renew it at least sixty (60) calendar days in advance thereof.

Section 21.3 It is acknowledged that during the negotiations which resulted in the Agreement, both the Union and the City had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, both the Union and the City agree that both parties shall not be obligated, unless by mutual agreement, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_ day of July, 2015.

CITY OF HUDSONVILLE

LOCAL 517M SERVICE EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO  
(SEIU)

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Mayor Donald Van Doeselaar

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Jon Groleau, Unit Chairperson

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City Manager Patrick Waterman

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Christine Stressman, Labor Relation  
Specialist, Local517M