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6/30/2001

**AGREEMENT**

Between

**CITY OF HUDSONVILLE**

and

**LOCAL 586, SERVICE EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO (SEIU)**

*Hudsonville, City of*

**Effective: July 1, 1997 - June 30, 2001**

**AGREEMENT BETWEEN CITY OF HUDSONVILLE**  
**AND**  
**LOCAL 586, SERVICE EMPLOYEES**  
**INTERNATIONAL UNION, AFL-CIO (SEIU)**

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## AGREEMENT

THIS AGREEMENT is made as of the 1st day of July, 1997, by the CITY OF HUDSONVILLE (hereinafter "City") and LOCAL 586, 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 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 and regular part-time clerical employees (including Police Clerk) who are regularly scheduled to work twenty-five (25) or more hours per week, DPW employees, Assistant Librarians, Mechanic, Police Administrative Assistant, Facilities Maintenance Worker, Children's Librarian, Zoning/Assessing Secretary, Receptionist, and Senior Equipment Operator; excluding executives, police officers, the DPW Supervisor, the Assistant City Manager, all seasonal and non-regular part-time employees, part-time crossing guards, custodial employees and all others.

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. An employee employed and classified by the City as a "regular part-time employee" is employed by the City on a regular part-time basis in a job classification listed in the Compensation Schedule of this Agreement and

whose normal work schedule usually consists of less than forty (40) hours per week but at least twenty-five (25) hours or more 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 work loads; 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 full-time 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.

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. The permanent part-time employee shall be provided one (1) 15-minute paid rest period for every four (4) continuous hours worked during the day.

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). There shall be no accrual or accumulation of compensatory time off. An employee must use approved compensatory time off either during the pay period in which the overtime work premium pay was incurred or during the immediately-following pay period. 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 full-time employees on a designated holiday, regardless of the number of hours otherwise worked in that workweek. DPW employees shall be paid double time for work performed on a Sunday.

Section 4.5 The City will make an effort to equalize the assignment of overtime work among those full-time 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
Labor Day	(1/2 holiday-December 24)
	Christmas Day (December 25)
	New Year's Eve (1/2 holiday-December 31)



Section 5.2 Full-time 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, full-time 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 To be eligible for holiday pay, a full-time employee must work the employee's full schedule on the workdays immediately preceding and following the designated holiday.

Section 5.6 Full-time employees shall be entitled to take forty (40) paid personal hours each year. Arrangements to take such hours shall be made with the City Manager (or designee) sufficiently in advance so as not to disrupt City operations.

ARTICLE 6  
VACATIONS

Section 6.1 Full-time employees shall be entitled to vacation with pay in accordance with their total length of service with:

1 year of service	40 hours of vacation
2 years of service	80 hours of vacation
3 - 6 years of service	88 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.

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).

Within the Public Works Department no more than one bargaining unit employee may be on vacation at the same time unless otherwise approved by the City Manager (or designee).

Section 6.5 Full-time 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, is discharged 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 Clerical employees will be on probation for ninety (90) calendar days after the first date of employment; DPW employees 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 employees off from a 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 Full-time employees shall accumulate sick leave at the rate of .83 days (6.64 hours) for each month worked, up to a maximum of eighty (80) hours per year. An employee who is off on paid sick leave shall be considered as having worked and shall be credited for such days for purposes of determining the accumulated sick leave.

Section 9.2 An employee may accumulate up to six hundred twenty (620) hours of paid sick time.

Section 9.3 Upon the retirement or death of an employee then actively employed by the City, the employee (or designated representative) shall be paid for all accumulated sick leave at the rate of two thirds (2/3) of the employee's rate of pay at that time.

Section 9.4 Sick leave shall be used when the employee is unable to work because of sickness or injury. 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 9.5 Sick leave days are not personal leave days. Such days may not be used in cases of absence occasioned by the illness of a member of the employee's family except that sick leave may be used if required to take a spouse or member of the employee's immediate family to the Hospital. 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 9.6 Abuse of sick leave shall be grounds for disciplinary action.

#### ARTICLE 10 FUNERAL LEAVE

Section 10.1 A full-time employee will be granted up to twenty-four (24) hours of paid leave on the occasion of the death of any member of the employee's immediate family (spouse, parent or dependent child) or any other relative who lives in the employee's household and up to sixteen (16) hours of paid leave in the case of the death of the employee's brother, sister or non-dependent child. The employee will be granted eight (8) hours of paid funeral leave in order to attend the funeral of a grandparent or grandchild.

Section 10.2 Additional hours of paid absence charged to accumulated sick leave which are required in order to attend funerals may be granted by the City Manager (or designee).

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 his/her 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 Extended Sick Leave. Extended sick leave without pay shall be granted automatically upon application from the employee for illness or injury subject to the City's right to require medical proof of disability. An employee may be on sick leave for a period of not more than twenty-four (24) months. The City may request as a condition of continuance of any extended sick leave proof of continuing disability. In situation where the employee's physical or mental condition reasonably raises question as to the employee's capability to perform the employee's job, the City may require a medical examination by a physician of its choice and at its cost, and if just cause is found, require the employee to take an extended sick leave of absence.

Section 14.3 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  
HOSPITALIZATION, DENTAL, DISABILITY  
AND LIFE INSURANCE

Section 15.1 Existing hospitalization, dental, disability and life insurance for full-time employees and their eligible dependents shall be continued, at City expense, with the City paying the cost thereof. As of the effective date of this Agreement, the carrier for the existing hospitalization is the AFL-CIO Three-Star Program, for dental the carrier is Delta, and for life insurance the carrier is AFL-CIO Three-Star Program and Mutual with a combined benefit of \$35,000 per unit member. The City shall upgrade to a Delta 80/20 co-pay dental benefit plan from the Delta 50/50 co-pay dental benefit plan previously provided pursuant to the Collective Bargaining Agreement ending June 30, 1997. It is understood, however, that this does not commit the City to the principle of paying the full cost of such insurance after the expiration date of this Agreement. 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.



Section 15.2 Eyeglasses. The City agrees to reimburse an employee up to \$50.00 every other year toward the cost of a personal eye exam. The City will also reimburse the employee up to \$125, every other year, toward the cost of prescription eyeglasses or contact lenses, provided that a prescription change is necessary and further provided that the type the employee purchases is approved by the City. The word "year," as used in the phrase "every other year" means a period commencing July 1 of one calendar year and ending June 30 of the next calendar year. The employee seeking reimbursement for prescription eyeglasses or contact lenses must provide verification of the date of the purchase. This can be provided by an receipt showing date of purchase.

Section 15.3 The City will provide for full time employees, at its expense, a long-term disability policy providing for a ninety (90) 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

Section 16.1 Effective July 1, 1998, the City shall upgrade from the B-1 Plan and provide the B-2 Plan of the Michigan Employee Retirement System (MERS), in accordance with the terms and provisions of that plan. The City will also provide a F55-25 Rider benefit effective July 1, 2000.

Section 16.2 The City will pay the full cost of the B-1 and B-2 Plans, and F55-25 Rider without employee contribution, for eligible employees.

Section 16.3 New Hires. All employees hired by the City after the beginning date of this Agreement shall be given a 401A pension plan, requiring 5% City contribution on wages, instead of the MERS pension 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 Effective July 1, 1992, employees required by the City to have a commercial driver's license (CDL) will receive reimbursement of up to \$50 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) 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 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 one (1) 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. 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.

Section 19.11 Employee's Rights. Each employee has the right to join the Union or not to join it. All employees employed as of the effective date of this Agreement or thereafter hired or promoted into a job classification covered by this Agreement shall, as a condition of employment, upon completion of sixty (60) days of work, become and remain members in good standing of the Union or cause to be paid to the Union a representation fee equivalent to that portion of monthly dues directly related to collective bargaining purposes as determined in accordance with appropriate legal requirements.

In lieu of the above obligation, any employee who holds a bona fide religious objection to joining or financially supporting labor organizations may elect to pay an amount equivalent to the service fee to one or more of the following organizations: United Way, Hudsonville Community Foundation Endowment Fund, Love, Inc., Hudsonville Chamber of Commerce Scholarship Fund. The employee, upon request, but at least annually, shall provide reasonable evidence of such contribution.

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 Assistant 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 Employer. 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 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 Employer 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 Employer'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 Employer. 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 days. If an employee who has seniority rights returns to the Union within 90 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. Temporary Receptionist/DPW Clerk Typist. The job descriptions and expectations of the current "Receptionist" shall be revised on a temporary and not to exceed one year basis to require the employee to share work time and duties at the DPW. The City agrees to provide \$1.00 per hour more to the Temporary Receptionist/DPW Clerk Typist than the "Receptionist" hourly rate, which will be in effect when this contract is ratified, as soon as possible after ratification.

Section 19.18. Police Clerk/Police Administrative Assistant. The Police Clerk's job description shall be changed to Police Administrative Assistant and a revised job description which more accurately reflects actual job expectations and responsibilities shall be written by the City. The City agrees to provide \$2.00 per hour more to the Police Administrative Assistant than the Police Clerk's hourly rate, which will be in effect when this contract is ratified, as soon as possible after ratification. The City will still have a Police Clerk position, but it will not be filled at this time.

Section 19.19. Senior Equipment Operator. The City will create a new position within the DPW for a Senior Equipment Operator. See attached job description. The City agrees to provide \$1.50 per hour more to the Senior Equipment Operator than the Public Works Equipment Operator/Maintenance Worker, which will be in effect when this contract is ratified, as soon as possible after ratification.

ARTICLE 20  
UNIFORMS AND EQUIPMENT

Section 20.1. The City will reimburse each its full-time DPW employees up to a maximum of \$85.00 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 also supply each DPW employee with uniforms in accordance with the following provisions:

A. A uniform service will provide and clean uniforms, including:

Equipment Operator/Maintenance Worker (providing regular mechanic service):

Summer: 9 pants & 9 short-sleeve shirts every other week  
Winter: 9 pants & 9 long-sleeve shirts every other week

Equipment Operator/Maintenance Worker (others):

Summer: 7 pants & 7 short-sleeve shirts every other week  
Winter: 7 pants & 7 long-sleeve shirts every other week

B. 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 in the Department of Public Works.

ARTICLE 21  
TERM OF AGREEMENT

Section 21.1 This Agreement shall become effective July 1, 1997, and remain in full force and effect until June 30, 2001, 11:59 p.m. It shall not continue after that date unless replaced by a signed and written Agreement.

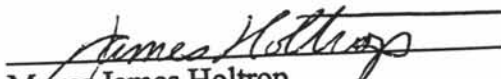
Section 21.2 Negotiations on an extension or renewal of this Agreement shall begin on or about May 15, 2001, provided that either party gives notice of intention to extend or renew it at least sixty (60) days in advance thereof.

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 19<sup>th</sup> day of AUGUST, 1997


CITY OF HUDSONVILLE

LOCAL 586 SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
AFL-CIO (SEIU)

  
\_\_\_\_\_  
Mayor James Holtrop

  
\_\_\_\_\_  
Unit Chairperson

  
\_\_\_\_\_  
Clerk Sherry Yonkers

  
\_\_\_\_\_  
President, Local 586

# REVISED

8-25-97

*AOH*  
*RJB*

## COMPENSATION SCHEDULE<sup>1,2,3</sup>

A. Effective July 1, 1997, the following hourly rates are applicable:

Classification	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
		Start Rate	After 6 Months	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Police Clerk	N/A	9.31	9.77	10.26	10.78	11.31	11.88
Clerk-Typist	N/A	9.31	9.77	10.26	10.78	11.31	11.88
Account Clerk	N/A	9.31	9.77	10.26	10.78	11.31	11.88
Police Administrative Assistant	169.1	10.88	11.43	12.00	12.60	13.23	13.89
Assistant Librarian	148.3	8.26	8.67	9.10			
Public Works Equipment Operator/Maintenance Worker	178.1	12.56	13.18	13.84	14.53	15.26	16.02
Mechanic	187.9	14.38	15.10	15.85	16.64	17.48	18.35
Facilities Maintenance Worker	171.7	11.36	11.93	12.53	13.16	13.81	14.50
Receptionist*	139.1	7.47	7.85	8.24	8.65	9.08	9.54
Zoning/Assessing Secretary	N/A	9.93	10.42	10.95	11.49	12.07	12.67
Senior Equipment Operator/Maintenance Worker	184.4	13.73	14.41	15.13	15.89	16.69	17.52
Children's Librarian	N/A	10.05	10.55	11.08			

### Notes:

\*The Receptionist's duties shall be revised on a temporary and not to exceed one year basis to require the employee to share work time and duties at the Department of Public Works. The Receptionist shall be paid \$1.00 per hour more than the noted Receptionist's 1997 hourly rate while performing these revised duties.

B. Effective July 1, 1998, the following hourly rates are applicable:

Classification	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
		Start Rate	After 6 Months	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Police Clerk	162.2	9.60	10.08	10.58	11.11	11.67	12.25
Clerk-Typist	162.2	9.60	10.08	10.58	11.11	11.67	12.25
Account Clerk	162.2	9.60	10.08	10.58	11.11	11.67	12.25
Police Administrative Assistant	N/A	11.22	11.78	12.37	12.99	13.64	14.32
Assistant Librarian	151.4	8.52	8.94	9.39			
Public Works Equipment Operator/Maintenance Worker	180.2	12.95	13.59	14.27	14.99	15.74	16.52
Mechanic	190.3	14.82	15.57	16.34	17.16	18.02	18.92
Facilities Maintenance Worker		11.71	12.30	12.91	13.56	14.24	14.95
Receptionist	141.9	7.71	8.10	8.50	8.93	9.37	9.84
Zoning/Assessing Secretary	165.6	10.23	10.74	11.28	11.84	12.44	13.06
Senior Equipment Operator/Maintenance Worker	N/A	14.15	14.86	15.60	16.38	17.20	18.06
Children's Librarian	166.3	10.36	10.88	11.42			

C. Effective July 1, 1999, the following hourly rates are applicable:

Classification	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
		Start Rate	After 6 Months	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Police Clerk	163.8	9.90	10.39	10.91	11.46	12.03	12.63
Clerk-Typist	163.8	9.90	10.39	10.91	11.46	12.03	12.63
Account Clerk	163.8	9.90	10.39	10.91	11.46	12.03	12.63
Police Administrative Assistant	N/A	11.57	12.15	12.75	13.39	14.06	14.76
Assistant Librarian	154.5	8.78	9.22	9.68			
Public Works Equipment							
Operator/Maintenance Worker	N/A	13.34	14.01	14.71	15.45	16.22	17.03
Mechanic	192.8	15.29	16.05	16.86	17.70	18.58	19.51
Facilities Maintenance Worker	175.5	12.07	12.68	16.31	13.97	14.67	15.41
Receptionist	144.6	7.94	8.34	8.76	9.19	9.65	10.14
Zoning/Assessing Secretary	N/A	10.55	11.08	11.64	12.22	12.83	13.47
Senior Equipment Operator/ Maintenance Worker	N/A	14.59	15.32	16.08	16.89	17.73	18.62
Children's Librarian	N/A	10.68	11.22	11.78			

D. Effective July 1, 2000, the following hourly rates are applicable:

Classification	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
		Start Rate	After 6 Months	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Police Clerk	N/A	10.20	10.71	11.25	11.81	12.40	13.02
Clerk-Typist	N/A	10.20	10.71	11.25	11.81	12.40	13.02
Account Clerk	N/A	10.20	10.71	11.25	11.81	12.40	13.02
Police Administrative Assistant	174.7	11.92	12.52	13.15	13.80	14.49	15.22
Assistant Librarian	157.6	9.05	9.50	9.98			
Public Works Equipment							
Operator/Maintenance Worker	N/A	13.76	14.44	15.17	15.92	16.72	17.56
Mechanic	195.3	15.75	16.54	17.37	18.24	19.15	20.11
Facilities Maintenance Worker	N/A	12.45	13.07	13.73	14.41	15.13	15.89
Receptionist	147.6	8.20	8.61	9.04	9.49	9.96	10.46
Zoning/Assessing Secretary	169.1	10.88	11.43	12.00	12.60	13.23	13.89
Senior Equipment Operator/ Maintenance Worker	N/A	15.04	15.80	16.59	17.41	18.29	19.20
Children's Librarian	169.8	11.01	11.56	12.14			

Footnotes:

1. In the future, the City shall have the right to place a newly-hired employee at a step higher than the usual starting rate if it considers such placement appropriate.

2. Progression from pay step to pay step within the applicable classification pay range for regular part-time employees (normal work schedule of at least 25 or more hours per week) shall occur when the regular part-time employee accumulates 2080 hours at each step (or 1040 hours for the six-month step). Hours for this purpose shall be accumulated based on the regular part-time employee's normal work schedule.

3. Regular part-time employees (normal work schedule of at least 25 or more hours per week) shall be provided benefits for the Employee only (not the Employee's family) based on the ratio that their normal weekly work schedule bears to 40 hours per week. The following benefits are included: holidays, personal days, vacation, sick leave, funeral leave, jury duty, hospitalization\*, dental\*, life insurance\*, retirement.\*\*

\*The City will pay a prorata premium provided the employee authorizes a payroll deduction for the remaining premium costs. The City's obligation to provide these benefits is subject to their availability to part-time employees under the eligibility terms of the particular contract for coverage with the carrier.

\*\*Retirement is based on actual wages paid, and therefore there is no proration.