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12/31/99

COLLECTIVE BARGAINING AGREEMENT  
CITY OF MELVINDALE  
ICE ARENA CHAPTER  
OF  
AFSCME LOCAL 511

*Jan.*  
JUNE 1, 1997 to DECEMBER 31, 1999

*Melvindale, City of*

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## AGREEMENT

This Agreement entered into on this \_\_\_\_ day of November, 1997 between the City of Melvindale (hereinafter referred to as the EMPLOYER) and the Melvindale Ice Arena Chapter of Local No. 511, affiliated with Council No. 25, and the International American Federation of State, County and Municipal Employees (hereinafter referred to as the UNION).

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

**PURPOSE AND INTENT:** The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### **ARTICLE 1**

#### RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time employees of the Ice Arena of the City of Melvindale, excluding temporary employees and supervisors as defined in the Act.

### **ARTICLE 2**

#### AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

### **ARTICLE 3**

#### AGENCY SHOP

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

- 1) Employees covered by this Agreement shall be required, as a condition of continued employment, to pay monthly dues to the Union or to pay a service fee to the Union as permitted by law, on or before the tenth (10th) day after the thirtieth (30th) day following the effective date of this Agreement.
- 2) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by; the Agreement shall be required, as a condition of continued

employment, to pay monthly dues to the Union, or to pay a service fee to the Union as permitted by law, on or before the tenth (10th) day after the thirtieth (30) day following the beginning of their employment in the unit.

3) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

4) The Employer shall be notified, in writing, by the Union of any member who is sixty (60) days in arrears in payment of membership dues.

#### ARTICLE 4

##### UNION DUES, SERVICE FEES AND INITIATION FEES

###### A. Payment By Check-Off

Employees may tender the initiation fee and dues or service fee by signing the Authorization for Check-Off form.

###### B. Deductions

Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

###### C. Delivery of Executed Authorization of Check-Off Form

A properly executed copy of such Authorization for Check-Off form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off forms which have been properly executed and are in effect. Any Authorization for Check-Off form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.

###### D. When Deductions Begin

Check-Off deductions under all properly executed Authorization for Check-Off forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the second pay of the month and each month thereafter.

###### E. Refunds

In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

###### F. Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union as soon as possible after the tenth (10th) day of the following month. The Employer shall furnish the designated financial officer of the Local, monthly, with a list of those for whom the Union has submitted signed Authorization for Check-Off forms but for whom no deductions have been made.

#### G. Termination of Check-Off

An employee shall cease to subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

Any employee may voluntarily cancel or revoke the Authorization for Check-Off deduction upon thirty (30) days' written notice to the Employer and the Union.

#### H. Disputes Concerning Check-Off

Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off forms, shall be reviewed with the employee by a representative of the Local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the grievance procedure. Until the matter is disposed of, no further deductions shall be made.

#### I. Limit of Employer's Liability

The Employer shall not be liable to the Union by reason of the requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Chapter IV of this Agreement.

### ARTICLE 5

#### STEWARDS

A. The Steward shall represent the Union, unless unavailable, in which case the Union President, Vice President or Secretary may, in that order, represent the Union. The Steward and the foregoing Union officers must be regular employees of the City. When acting in the place of the Steward, one of the foregoing Union officers shall be covered by Section B of this Article.

B. A Steward, during his working hours, without loss of time or pay, may in according with the terms of this action, investigate and present grievances to the Employer, upon having first received the permission of this supervisor. The privilege of a Steward to leave his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and a Steward will perform his regularly assigned work at all times except when necessary to leave work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

### ARTICLE 6

#### SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between no more than two (2) representatives of the Employer and no more than two (2) representatives of the Union. Arrangements for such Special Conference shall be made in advance and an agenda of the matters to be taken



up at the meeting shall be represented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. Employees of the unit shall not lose time or pay for time spent in such Special Conferences. This meeting may be attended by a representative of the Council or a representative of the International Union. Neither party shall be required to meet in Special Conferences more than once a month.

## ARTICLE 7

### GRIEVANCE PROCEDURE - TIME OF ANSWERS

The Employer will answer in writing any grievance presented to it in writing by the Union.

- 1) By the immediate supervisor within seven (7) calendar days.
- 2) By the designated representative of the Employer within seven (7) working days from the date of the meeting at which the grievance was discussed.
- 3) The grievance must be presented in writing by the Steward to the immediate supervisor within fifteen (15) calendar days after its occurrence or knowledge of its occurrence in order to be a proper matter for the grievance procedure.
- 4) Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice, pending the disposition of the appeal of a jointly agreed upon representative case. In such event, the withdrawal without prejudice will not affect financial liability.

## ARTICLE 8

### PRESENTING A GRIEVANCE

Any employee having a grievance in connection with his employment which is a violation of a Chapter or section of this contract shall present it to the Employer as follows:

#### Step 1:

- a) If an employee feels he has a grievance, he shall first discuss the matter with his immediate supervisor. This discussion may, at the option of the employee, occur during working hours. If the employee desires, he shall have the option of having his Steward present during this discussion. General office employees may discuss the matter with the Steward if their supervisor is not available. Should the matter not be resolved between the employee and the supervisor, whether the Steward was present during the discussion or not, the employee shall discuss the grievance with his Steward.
- b) The Steward and aggrieved employee or spokesman for employees (if there is more than one aggrieved employee) may discuss the grievance with the immediate supervisor.
- c) If the matter is hereby not disposed of, it will be signed by the employee or the Steward, and submitted in written form, as set forth below, to the immediate supervisor.

The grievance must be identified by (1) number of grievance; (2) year, month and the day the grievance is filed with the Employer. On days when more than one grievance is filed, the number shall be followed with a letter A, B, C, etc.

Step 2:

a) If the immediate supervisor's answer is not satisfactory, the grievance may be referred to the Local President who may appeal the grievance to the Department Head within seven (7) calendar days of receipt of the answer of the immediate supervisor. The Local President or his designate shall be allowed time off his job without loss of time or pay to investigate a grievance he is to discuss with the Employer, when appropriate. A meeting between no more than three (3) representatives of the Local Union and three (3) representatives of the City will be arranged to discuss the grievance or grievances appearing on the agenda within seven (7) calendar days from the receipt of the answer. The Department Head shall reply to the grievance in written form within seven (7) days of the meeting.

b) The Union representatives may meet at a place designated by the Employer on the Employer's property for one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

Step 3:

If the matter is not resolved in Step 2, the Union may appeal, within seven (7) calendar days of receipt of the Department Head's reply in Step 2, to a Union and Employer Grievance Committee. Said Committee shall consist of no more than three (3) representatives from each side and shall meet within ten (10) calendar days of receipt by the City of the Union's appeal. The City shall give its final decision to the Union within ten (10) calendar days of the meeting.

Step 4:

a) In the event that the matter is not resolved in Step 3 and the Union desires to submit the matter to arbitration, submission to arbitration shall be sent to the American Arbitration Association and the Employer within thirty (30) calendar days from the date of the Employer's answer at Step 3 or date same was due.

The arbitration proceedings shall be conducted by an Arbitrator selected in accordance with the rules of the American Arbitration Association.

b) Any arbitrator selected shall have only the functions set forth herein. The fees and approved expenses of Arbitrator will be paid by the parties equally.

**ARTICLE 9**

FINALITY OF DECISIONS

There shall be no appeal from an arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of the Arbitrator.

**ARTICLE 10**

VISITS BY UNION REPRESENTATIVES

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal employees (AFSCME) whether Local Union representatives, District Council representatives or International representatives shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business. Any of such representatives shall give notice of a visit. Any such

visit shall not interfere with the operation of the Employer nor the work of any employee.

## ARTICLE 11

### DISCIPLINE AND DISCHARGE

#### A. Discipline

Disciplinary action or measures shall include only the following:

- 1) Oral reprimand
- 2) Written reprimand
- 3) Suspension (notice to be given in writing)
- 4) Discharge

Any disciplinary action or measures imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand to an employee, it should be done in a manner that will not embarrass the employee before other employees or the public.

#### B. Discharge

The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee and his Steward will be notified in writing that the employee has been suspended and is subject to discharge.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by the Union.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of the employment.

The Employer shall not use an employee's past record in any disciplinary action exceeding a time of one (1) year; excepting the occasion where drugs or alcohol are involved, a limit of three (3) years shall apply.

## ARTICLE 12

### COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any unemployment compensation received. Deduction for mitigable earnings is at the discretion of the Arbitrator.

## ARTICLE 13

### SENIORITY

A. New employees hired in the unit shall be considered as probationary employees for the first six (6) months of their employment. The six month probationary period shall be accumulated within not more than one (1) year. When an employee finishes the probationary period, by accumulating six (6) months of employment within not more than one (1) year, he shall be entered on the seniority list of the unit and shall

rank for seniority from the day six (6) months prior to the day he completed the probation period. There shall be no seniority among probationary employees.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Chapter 1 of this Agreement, except discharged and discipline employees for other than Union activity.

C. Temporary employees are defined as employees hired to replace regular employees who are absent from work.

## ARTICLE 14

### SENIORITY LIST

A. Neither the Employer nor the Union shall discriminate against an employee on the basis made illegal by applicable law, such as race, sex and age.

B. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

C. The Employer will keep the seniority list up-to-date at all times and will provide the Local Union President with up-to-date copies at least every ninety (90) days.

## ARTICLE 15

### LOSS OF SENIORITY

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

- 1) He quits or retires.
- 2) He is discharged and the discharge is not reversed through the grievance procedure.
- 3) He is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will sent written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated.
- 4) If he does not return to work when recalled from layoff as set forth in the recall procedure.
- 5) Failure to return from leave on the designated day.
- 6) In proper cases, exception shall be made by the Employer. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure. This does not apply to Number 7 below.
- 7) Separates upon permanent, partial or total disability.

## ARTICLE 16

### SHIFT PREFERENCE

Shift preferences will be granted on the basis of seniority within the classification. Shift preference can only be exercised by an employee at the beginning of the hockey season.

There shall not be more than seventeen (17) employees performing the work of this bargaining unit with the exception of replacing persons on leave of absence or to increase due to increase in the volume of business at the ice arena which shall be determined by an increase of ten percent (10%) over volume of business booked as of the previous twelve (12) months.

For each increase in business as above, the Employer may hire only one additional bargaining unit employee.

Voluntary trading days between employees shall be by written notice to the Employer within twenty-four (24) hours of the receipt by the employee of his/her notification of the ensuing week's work schedule. This will be subject to approval of the Employer in all instances.

Emergencies shall also be submitted in writing to the Employer for approval on an individual basis.

## ARTICLE 17

### SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and the Council and/or International Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union.

## ARTICLE 18

### LAYOFF DEFINED

A. The word "layoff" means a reduction in the working force due to a decrease of work, or other legitimate reason.

B. Abolishment of job or classification. The City will give thirty (30) days notice prior to abolishment of job or classification; abolishment of job does not necessarily involve a layoff.

C. The Employer may layoff any employee from that employee's position. The laid off employee may exercise his overall seniority to bump into any position he has previously held for a continuous two-week prior, as long as said employee has greater overall seniority than the employee bumped. The bumped employee may then exercise his seniority in the same manner.

Recall to job positions shall be as follows: the most senior employee who has performed the work of the position for a continuous two-week period shall be the employee recalled to the position.

D. Employees to be laid off for indefinite period of time will have at least seven (7) calendar days notice of layoff. The Local Union Secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

E. The Chapter Chairperson shall have the greatest seniority for the purpose of this Article and shall be retained if any other employees are working, provided the Chapter Chairperson can perform one of the following assignments within a one-week trial period.

## ARTICLE 19

### RECALL PROCEDURE

Notice of recall shall be sent to the employee at his last known address by certified mail. If an employee fails to report for work within seven (7) calendar days from the date of receipt of notice of recall, he shall be considered a "quit". Extension shall be granted by the Employer in proper cases up to seven (7) additional calendar days. Any further extension shall be at the discretion of the Employer.

## ARTICLE 20

### TRANSFERS

If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he shall remain but not accumulate seniority beyond thirty (30) calendar days while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in the Agreement.

## ARTICLE 21

### JOB VACANCIES

A. Vacancies within the bargaining unit shall be filled on the basis of the senior qualified applicant. When vacancies occur, said vacancies will be posted by the Employer not later than thirty (30) calendar days after occurrence of said vacancies. Job vacancies will remain posted for a period of seven (7) calendar days in a conspicuous place on each bulletin board. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the vacancy and who is qualified shall be granted a four-week trial period to determine (1) his/her desire to remain on the job and (2) his/her ability to perform the job. This does not place the employee in a probationary period if the employee has already completed his/her initial probation employment period. In the event the senior applicant is denied the vacancy, reasons for denial shall be given in writing to such employee and are subject to the grievance procedure. (The above shall not require the Employer to post positions which they wish to abolish.) Once posted, the vacancy shall be filled.

B. During the four-week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reason shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

C. During the trial period, employees bidding to a higher class will be paid at the higher of their current pay or the starting rate of the higher job, but after the four week trial period, the employee shall receive the applicable rate from the rate schedule based upon the employee's continuous City seniority. This will not apply to employees bidding to a lower classification in which case the employee shall receive the appropriate seniority rate.

D. Employees required to work in a higher classification shall be paid the starting rate for said higher classification for the entire day. However, in no instance shall it result in a rate lower than the employee's regular classification. This is to apply to all employees including probationary employees.

E. Employees shall be entitled to bid on job vacancies which do not result in an increase in pay under the provisions of A. However, this right shall not be exercised more than once in any twelve (12) month period without the mutual consent of the Employer and the Union.

F. Immediately prior the end-of-season layoff, any employee who is interested in another position may apply, in writing, for such position. If the position is posted during the layoff period, the Employer shall place the employee's name on the job posting sign-up.

Employees who are on vacation, sick leave or otherwise absent similarly must apply, in writing, to the Employer if interested in another position, and, if the position is posted during the period of absence, the Employer shall place the employee's name on the job posting sign-up.

## ARTICLE 22

### VETERANS

A. Reinstatement of Seniority Employees. Any employee who enters into active service in the armed forces of the United States, upon the termination of such service, shall be offered reemployment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within ninety (90) days after hospitalization continuing after discharge for not more than two (2) years.

B. A probationary employee who enters the armed forces and meets the foregoing requirements must complete his probationary period and upon completing it will have seniority equal to the time he spent in the armed forces, plus six (6) months.

## ARTICLE 23

### VETERANS LAW

Except as hereinbefore provided, the reemployment rights of employees and probationary employees will be limited by applicable laws and regulations.

## ARTICLE 24

### EDUCATION LEAVE OF ABSENCE FOR VETERANS

A. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leave of absence for a period of not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

B. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the City when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency.

## ARTICLE 25

### LEAVE OF ABSENCE

#### A. Sick Days/Personal Days

After completion of the probationary period, employees shall be granted six (6) paid personal/sick days. These days will be paid based upon the actual hours which would have been worked by the employee. If twenty-four (24) hours advance notice is given, then it is construed a personal day, if notice is not given, then it is a sick day. If an employee takes two (2) consecutive sick days, such employee may be required to bring a medical certificate.

### B. Medical

An employee shall be granted a medical leave of absence without pay for a period not to exceed two (2) years, or the employee's seniority at the time of leave, whichever is less. Said medical leave shall be without loss of seniority. Said medical leave may be extended by the City. Appropriate medical verification shall be required by the City.

### C. Non-Medical

A non-medical leave of absence without pay may be granted for a period not to exceed thirty (30) calendar days for good cause shown. Said non-medical leave may be extended for an additional period not to exceed thirty (30) calendar days by the City.

## ARTICLE 26

### FAMILY AND MEDICAL LEAVE ACT

An employee covered by this collective bargaining agreement is entitled to and bound by the mandatory requirements of the Family and Medical Leave Act of 1993 (FMLA) as follows:

#### A. Unpaid Leave

An unpaid leave of absence for up to twelve (12) weeks will be granted by the City for the following reasons:

1. Because of the birth of a son or daughter of an employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption of foster care;
3. In order to care for the spouse, or a son, daughter or parent of the employee, if such spouse, son, daughter or parent has a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

#### B. Substitution of Paid Leave

All accrued paid vacation leave, personal leave or family leave of the employee shall be substituted toward the leave provided under 1-3 above for any part of the twelve (12) week leave period. All accrued paid vacation leave, personal leave or medical or sick leave of the employee shall be substituted toward the leave provided under number 4 above for any part of the twelve (12) week period.

## ARTICLE 27

### REST AND LUNCH PERIODS

Employees will receive a fifteen (15) minute paid break after two (2) hours of work, a twenty (20) minute paid lunch period after four (4) hours of work and an additional ten (10) minute paid break after six (6) hours of work. Before going on break, an employee must notify a supervisor, if a supervisor is available.



When employees are unable to take a paid break because of special events, they shall be paid additional for such time worked.

## ARTICLE 28

### MEAL PERIODS

Employees working four (4) hours or more shall receive a meal credit of up to Three Dollars (\$3.00) from the concession stand. Employees working ten (10) hours or more shall receive an additional Two Dollars (\$2.00) meal credit and a thirty (30) minute paid lunch break. Meal credit cannot be accumulated or converted to cash.

The meal must be consumed on the Employer's property.

## ARTICLE 29

### CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK

During the term of this Agreement, the Employer shall not contract out or subcontract any public work that is done by City employees which results in a layoff of employees.

Supervisory employees shall not perform work normally designated to employees in the recognized bargaining unit. Exceptions to the above are: a) the instruction of employees, b) the unavailability of bargaining unit employees, and c) fill-in for absences occasioned by an employee leaving work early during the last shift.

## ARTICLE 30

### REPORTING TIME

A. Any employee who is scheduled to report for work, and said schedule is not canceled in advance of the start of the shift and the employee is notified as per current practice and who presents himself for work as scheduled shall be assigned to at least four (4) hours work on the job for which he was scheduled to report.

If work on the job is not available, the employee shall be excused from duty and paid, at his regular rate, for four (4) hours, which is applicable.

B. When an employee reports for and starts to work as scheduled, and is excused from duty before completing four (4) hours work at the appropriate rate, straight time or overtime, whichever is applicable. An employee who voluntarily leaves (with his supervisor's permission) shall be paid only for time worked.

C. Employees reporting late for work shall be docked in the following manner:

After 3 minutes	docked	15 minutes
After 16 minutes	docked	30 minutes
After 31 minutes	docked	45 minutes
After 46 minutes	docked	1 hour, etc.

D. EXCEPTION - The scorekeeper shall receive:

- 1) Two (2) hours less than above if only one game is scheduled, or

- 2) One (1) hours less when the employee is working during public skating.

## ARTICLE 31

### SPECIAL EVENTS SCHEDULING

During tournaments, playdowns and special events, the night office employees will be scheduled in the concession.

Day office employees, with the lowest number of hours, will be scheduled in the office. The rationale is that the day office employees are more familiar with the special events and also have more seniority.

The top rate in the concession will be paid to night office employees provided they have six (6) months seniority with the Ice Arena.

## ARTICLE 32

### SOCIAL SERVICE WORKERS

Social Service workers shall be allowed to perform meaningful work in the Arena. Their presence shall not cause any layoff of Arena employees. When layoffs do occur because of lack of ice time sales, the Social Service workers will be the first to be laid off. Also it is guaranteed that Social Service workers will not, under any conditions, operate the Zamboni, the scoreboard, or act as a skateguard, concession worker, or perform any functions of office personnel.

## ARTICLE 33

### CALL TIME

Any employee called to work outside of his regularly scheduled shift shall be paid a minimum of three (3) hours at the prevailing rate. The lowest hour employee by classification shall be offered the extra time first. However, if that employee has worked on that particular call day, the City may first call in all other employees in his classification before being required to call in the employee who had previously worked on that particular call day. The least senior employee shall be required to accept the assignment if all other employees in the classification refuse. New employees when hired shall be placed a point on the chart which places them even with the highest number of hours. Employees who refuse will be charged the number of extra hours. A new chart shall begin January 1 of each year.

EXCEPTION - The scorekeeper shall receive one hour less than above if: 1) only one game is scheduled, or 2) when the employee is working during public skating.

## ARTICLE 34

### OVERTIME

#### A. Rate of Pay

Time and one-half (1.5) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

#### B. Daily

All work performed in excess of eight (8) hours in a twenty-four (24) hour period beginning at 5:30

a.m. on each work day, or all hours worked in excess of eight (8) consecutive hours, or without an eight (8) hour off period as per current practice.

C. Weekly

All work performed in excess of forty (40) hours in any work week.

D. Distribution

Overtime will be equalized and rotated within each classification. Overtime charts will be posted in all work areas and the charts will show hours worked and time refused by color code. Employees not returning to work when the Arena opens will receive the average of all other employees' hours in their respective class of positions upon their return to work.

**ARTICLE 35**

HOLIDAYS

A. The following shall be recognized as paid holidays. Each employee shall receive their average daily rate for the preceding six (6) month period, computed by the average weekly hours divided by five (5) days:

New Year's Day	Christmas Eve
Labor Day	Christmas Day
Thanksgiving	New Year's Eve Day

Employees who work shall receive time and one-half (1.5) plus holiday pay.

B. Those employees who wish to attend church on Good Friday shall be excused to attend services between 12:00 noon and 3:00 p.m. for such religious observance.

C. Employees will qualify for and be paid holiday pay provided the employee works his scheduled work day immediately preceding and immediately following the holiday for which he is to receive holiday pay, and provided the employee is actively employed within ten (10) calendar days of the holiday.

Vacation days and sick days (with a certified doctor's excuse) shall be considered time worked for the purpose of holiday pay.

D. Effective July 1, 1983 an employee who actually works on July 4 shall be paid time and one-half (1.5) for all such hours worked. The employee shall not receive holiday pay.

**ARTICLE 36**

VACATION

Employees shall be entitled to a vacation of one (1) week after one (1) year and two (2) years of service; to two (2) weeks after three (3) years of service; and to one (1) additional day for each year after three (3) years of service up to a maximum of three (3) weeks after eight (8) years of service.

Vacation pay shall be the average of hours worked in a week for the six (6) months prior.

A. Employees who wish to exercise their vacation selection by seniority are required to notify in written form the Employer on or before 5:00 p.m. the last Thursday of January of each year.

B. Requests for vacation after the above date shall be by order of request or by seniority if more than one request is filed for the same period of time. Employees who request vacation under Section B cannot displace employees who file for vacation under Section A.

C. There shall be only one (1) employee off on vacation from each classification at any one period of time. The Employer may, at its discretion, allow more than one (1) employee per classification off at the same time. The Employer may refuse to permit vacation to be taken at the time required by the employee if the Employer has reasonable cause.

D. Management shall complete and post the vacation schedule within seven (7) calendar days from the deadline for vacation requests in Section A. It shall be signed by the Arena manager and a copy filed with the Local Union.

E. An employee who is temporarily recalled for special events and works less than fifteen (15) hours in a week shall not have such time counted for vacation purposes.

### ARTICLE 37

#### PAY ADVANCE

A. If a regular pay day falls during an employee's vacation, he may either receive that check in advance before going on vacation or he may receive his vacation pay as usual. Should an employee change his vacation, he must make a request for the check one (1) month before leaving, if he desires to receive it in advance.

B. If an employee is laid off or retires, he will receive any unused vacation credit, including that credit accrued on a pro rata basis in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

C. Rate during vacation. Employees will be paid their regular rate based on their regular day while on vacation and will receive credit for any benefits provided in this Agreement.

### ARTICLE 38

#### UNIFORMS AND PROTECTIVE CLOTHING

Concession workers will be provided an apron (logo). Office employees will be provided polo shirts (logo). Zamboni drivers will be provided work shirts and jackets (logo). Rink attendants will be provided orange vests and jackets (logo). Scorekeepers will be provided shirts (logo).

All employees must wear the garment provided only during hours of employment and not outside the workplace.

It is further understood that it is the responsibility of the employee to maintain and clean the garment furnished by the Employer and if lost to pay for a replacement.

Any employee needing a replacement must return the old garment for exchange.

All garments provided are the property of the Ice Arena and must be returned upon termination of employment to the Ice Arena.

The employee shall not alter the appearance of the garment nor affix any permanent patches, decals or insignia of any kind on the garment other than approved by the Employer.

### ARTICLE 39

#### UNION BULLETIN BOARD

A. The Employer will provide bulletin boards which may be used by the Union for posting notices of the following type:

- 1) Notices of recreational and social events;
- 2) Notices of elections;
- 3) Notices of results of elections;
- 4) Notices of meetings.

B. A copy of posted notices will be forward to the Employer.

### ARTICLE 40

#### UNION CONTRACT

Copies of the complete contract shall be made available for each employee and additional copies for the Union within sixty (60) days following ratification by the parties.

### ARTICLE 41

#### RESERVATION OF EMPLOYER RIGHTS

The City reserves all management rights except as modified by the express terms of this collective bargaining agreement.

### ARTICLE 42

#### RATE SCHEDULES

A. Employees hired on or after January 1, 1994:

<u>Classification</u>	<u>01/01/97</u>	<u>01/01/98</u>	<u>01/01/99</u>
Concession	\$5.88	\$5.90	\$6.02
Attendant/Scorekeeper	\$5.88	\$5.90	\$6.02
Clerical	\$5.88	\$5.90	\$6.02
Zamboni	\$7.43	\$7.58	\$7.73

B. Current employees, as of December 31, 1993, shall be paid according to the following schedules. Employees hired after December 31, 1993 are paid in accordance with the foregoing schedule in Section A above.

Employees hired on or before December 31, 1993:

<u>Classification</u>	<u>01/01/97</u>	<u>01/01/98</u>	<u>01/01/99</u>
Concession	\$ 7.10	\$ 7.24	\$ 7.42
Day Secretary	\$ 9.07	\$ 9.25	\$ 9.45
Zamboni/Maintenance	\$10.92	\$11.14	\$11.36
Zamboni	\$ 9.45	\$ 9.64	\$ 9.83

C. Nothing herein contained shall require the Employer to provide forty (40) hours of work per week or prevent a layoff of employees.

### ARTICLE 43

AMERICAN FEDERAL OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO  
AUTHORIZATION FOR PAYROLL DEDUCTION

BY: \_\_\_\_\_  
(Please Print) Last Name First Name Middle Name

TO: \_\_\_\_\_

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings the current monthly / / dues or / / service fee being charged by AFSCME, Local Union 51 as certified by the Union. The amount deducted shall be paid to the Treasurer of Local 511 of the American Federation of State, County and Municipal employees. This authorization shall remain in effect unless terminated by me upon thirty (30) days written notice to the Employer and the Union in advance or upon termination of my employment.

\_\_\_\_\_  
Employee's Signature

This space is reserved for  
additional information when  
required)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

### ARTICLE 44

CREDIT UNION AND  
SAVINGS BONDS PAYROLL DEDUCTION

A. Employer shall have the right to affiliate with a credit union agreeable to both the Union and the City and shall have the right to payroll deductions therefore, provided, the employee's election or payroll deduction must remain effective for a period of at least one (1) year from the date of the election.

B. Employees shall have the right to payroll deductions for the purpose of purchasing United

States Savings Bonds; provided the employee's election of payroll deduction must remain effective for a period of at least one (1) year from the date of election.

The above shall become effective with the City secure new payroll equipment which can process the same.

**ARTICLE 45**

UNSAFE OR DEFECTIVE EQUIPMENT

Employer and Union mutually agree that it is in the best interest of both to maintain equipment in good working order and that the employees should not operate equipment when the mechanical condition of the equipment is defective. It is also mutually agreed that work areas and conditions should be safe before an employee enters the area or works under the conditions.

The effectuate this section the Employer will cause a periodic inspection of all equipment, areas and conditions. If an employee is ordered to work on or with equipment which he fees is unsafe or defective he shall report said condition. The report shall be inform as set out in Article 43 and shall be filled out in triplicate, one copy to be retained by the Employer.

At closing time a supervisor will close and secure the building.

When an employee is alone in building he shall refuse any assignment which he feels unsafe.

Alone is defined as the lack of other people, by they residents, supervisors or employees.

**ARTICLE 46**

REPORT OF UNSAFE OR DEFECTIVE EQUIPMENT

I, \_\_\_\_\_, have been ordered this \_\_\_\_ day of \_\_\_\_\_, 19\_\_ to work on or with \_\_\_\_\_ which I consider to be unsafe or defective for the following reason(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

Received by: \_\_\_\_\_

Title

**ARTICLE 47**

RESIDENCY REQUIREMENT

All employees covered by the Agreement shall be permitted to reside within a twenty (20) mile radius extending from the City limits which shall include the following cities and areas: Allen Park; Belleville; Beverly Hills; Berkley; Birmingham; Canton; Centerline; Clawson; Dearborn; Dearborn Heights; Detroit; Eastpointe; Ecorse; Farmington; Farmington Hills; Ferndale; Flat Rock; Franklin; Garden City; Gibraltar; Grosse Ile; all five Grosse Pointes; Hazel Park; Huntington Woods; Inkster; Lathrup Village; Lincoln Park; Livonia; Madison Heights; Northville; Novi; Oak Park; Plymouth; Redford Township; River Rouge; Riverview; Romulus; Roseville; Royal Oak; St. Clair Shores; Southfield; Southgate; Sumpter Township;

Taylor; Trenton; Warren; Wayne; Westland; Woodhaven; Wyandotte; Brownstown Township; Huron Township; and Van Buren Township.

## ARTICLE 48

### GENERAL

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain, collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

## ARTICLE 49

### TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect from January 1, 1997 until 11:59 p.m. December 31, 1999.

A. If either party desires to terminate this Agreement, it shall sixty (60) days prior to the termination date, given written notice of termination. If neither party shall give notice of amendment, as hereinafter provide, or if each party given notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by their party on sixty (60) days written notice prior to the current year's termination date.

B. If neither party desires to modify or change this Agreement, it shall, at least sixty (60) days prior to December 31, 1999, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendment that may be agreed upon shall become and be a part of this Agreement without modifying or changing any other terms of this Agreement.

C. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to 23855 Northwestern Highway, Southfield, Michigan 48075; and if to the Employer, addressed to the City of Melvindale, 3100 Oakwood Blvd., Melvindale, Michigan 48122; or to any such address as the Union or the Employer may make available to each other.

## ARTICLE 50

### EFFECTIVE DATE

This Agreement is to be effective as to the date of signing by the parties and the benefits herein shall be granted only to those employees actively on the payroll as of that date. There shall be no retroactivity for employees who separated from the City prior to the date this Agreement is signed.



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
AFFILIATED WITH AFL-CIO

CITY OF MELVINDALE

*Aldo E. Vennertilli*  
Aldo E. Vennertilli, Council 25, Representative

*James M. Kinard*  
James Kinard, Mayor

*Laura Barbosa*  
Laura Barbosa, Unit Chairperson

*Susan V. Resac*  
Susan V. Resac, City Clerk

IN PRESENCE OF:

IN PRESENCE OF:

\_\_\_\_\_  
*Gloria J. Mottarella*

*Gloria J. Mottarella*  
*Christine Sabey*

## CITY OF MELVINDALE CONCESSION WORKER

### Job Description

Concession worker is a part time position and the duties are to assist the general public in the purchasing and serving of food and beverages at the Melvindale Ice Arena Concession Stand.

### Job Requirements

Concession workers must meet the following requirements: be at least 16 years old; able to work with the general public; possess excellent math skills; have self confidence; be presently enrolled in high school or have a diploma or GED.

### Job Responsibilities

- \*\* Keep an accurate inventory at least twice a week
- \*\* Be able to follow orders from supervisors
- \*\* Make sure all orders are paid for and rung up on the cash register
- \*\* Be sure all concession doors are locked if you have to leave the area
- \*\* Always make sure no one is allowed behind the concession with you while you are on duty
- \*\* Responsible for balancing at the beginning and ending of your shift.
- \*\* Must have a supervisor sign your ending totals at night when balancing out
- \*\* Be sure everything is off the floor in the storage room
- \*\* Must keep all equipment clean every night
- \*\* Be polite at all times and SMILE
- \*\* Must wear the apron uniform that is given to you, and keep it clean at all times
- \*\* Upon leaving your position with the city you must turn in our uniform
- \*\* Other duties as assigned

## CITY OF MELVINDALE SKATE GUARD/SCOREKEEPER

### Job Description

The Skate Guard and Score Keeper are part-time positions, and can be held by the same person. The Skate Guard is to control the general public on the ice during open skating or special events. The Score Keeper is to keep hockey score during games played at the Melvindale Ice Arena.

### Job Requirements

The skate guard/score keeper must meet the following requirements: be at least 16 years old; be presently enrolled in high school or have a diploma or GED; be able to skate and have some basic hockey knowledge; good math skills.

### Job Responsibilities

- \*\* Be punctual and dependable
- \*\* Be able to take orders from the supervisors
- \*\* Responsible for signing and having signed all score sheets
- \*\* All score sheets filled out properly
- \*\* Making sure absolutely no one allowed in the score box with you
- \*\* Move hockey nets for the Zamboni Driver
- \*\* Use new goal frames for games only
- \*\* Assist Zamboni driver in cleaning the building afterwards (sweep bleachers, under bleachers, empty trash containers)
- \*\* Skate guarding, be alert at all times to prevent accidents
- \*\* Check dasher boards, report any sharp edges or damage
- \*\* Help keep clean the glass around the dasher boards
- \*\* Check public skaters for hand stamp
- \*\* Wear vest for identification when skate guarding
- \*\* To learn skate sharpening if necessary
- \*\* Other duties as assigned

## CITY OF MELVINDALE CLERICAL

### Job Description

The clerical workers will be part-time employees of the City of Melvindale and they will perform light office duties as assigned by the Office Manager.

### Job Requirements

Clerical workers must meet the following requirements: be at least 16 years old; be presently enrolled in high school or have a diploma or GED; have basic computer and math skills; excellent phone manners; able to work with the general public.

### Job Responsibilities

- \*\* Be able to type
- \*\* Be able to file
- \*\* Manage a cash register (balancing in and out)
- \*\* Collect money for all types of rentals; generate receipts
- \*\* Assist the Office Manager in any duties that may occur
- \*\* Keep weekly employee time records
- \*\* Prepare weekly time cards
- \*\* Assist in Parks & Recreation programs and registrations
- \*\* Clean the offices every night and then be sure they are LOCKED UP
- \*\* Keep the pro-shop stocked and clean at all times
- \*\* Be able to deal with the general public
- \*\* Keep the showcases clean
- \*\* Answer phones, take messages for personnel
- \*\* Be sure public skaters are stamped
- \*\* To assist in concession if necessary
- \*\* Be able to work any shift
- \*\* Other duties as assigned

## **CITY OF MELVINDALE ZAMBONI DRIVER**

### **Job Description**

The Zamboni Drivers are part-time employees of the City of Melvindale. The duties for this position are to assist the Management in resurfacing and keeping the ice in excellent condition and maintaining the building in a clean and orderly atmosphere.

### **Job Requirements**

Zamboni drivers must meet the following requirements: must be at least 18 years old or older; have a valid drivers license and excellent driving record; have a diploma or GED; be available on a flexible schedule that will include late hours.

### **Job Responsibilities**

- \*\* Be very responsible in operating machinery
- \*\* Resurface the ice on time
- \*\* Learn to paint the lines
- \*\* Do ice edging
- \*\* Learn to sharpen skates
- \*\* Change oil and blades on the Ice Resurfacers
- \*\* Be able to work any shift assigned by the Management
- \*\* Responsible for reporting all maintenance problems to the office
- \*\* During late hours, assist in score keeping if necessary
- \*\* Mop the red area and hallway every night
- \*\* Assist the supervisor on night shift with locking and securing building when leaving
- \*\* Keep the Senior Room clean and in neat order
- \*\* Assist Management in seminars if asked
- \*\* Other duties as assigned