

## **ARTICLE (1)**

### **A. PREFACE**

The Wayne Housing Authority and Local #24 of the Unite Here! International Union (Chicago Midwest Regional Joint Board), formerly known as HERE, recognize their moral and legal responsibilities under Federal, State and Local laws.

The Housing Authority and the Union recognize the moral principles involved in the area of civil rights and fair employment practices and reaffirm in this Collective Bargaining Agreement their commitment not to discriminate because of race, creed, color, sex, age, marital status, or national origin.

1. It is the policy of the parties to this Agreement that all provisions of the Agreement shall be applied without regard to race, creed, color, national origin, gender or age. No employee shall be discriminated against for giving information regarding violation of this Agreement.

### **B. GENERAL PURPOSE**

It is the general purpose of this Agreement to promote the mutual interest of The Housing Authority and its Employees, and to provide for the operation of The Housing Authority's business under methods which will further, to the fullest extent possible, the safety of the Employees, economy and efficiency of operation, elimination of waste, and realization of maximum quantity and quality of output. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

#### **LABOR-MANAGEMENT COOPERATION**

This Collective Bargaining Agreement is entered into between the Wayne State Housing Authority and Local #24 of the Unite Here! International Union (Chicago Midwest Regional Joint Board), with a commitment to a cooperative partnership. The parties recognize the need for a contemporary approach to Union-Management relations which aims to maximize the success of the goals of the University.

We mutually recognize that:

1. Employees want to be involved in decisions that affect them; Employees take pride in their jobs; Employees strive to deliver excellent service; Employees benefit from full adherence by all parties to the spirit and intent of this collective bargaining agreement.
2. In recognition of the foregoing, both parties agree to meet at predetermined quarterly intervals, to discuss Employee suggestions, problems, methods of improving morale and other similar subjects and concerns either party may have. Ongoing communication at all levels is essential for this optimal labor-management relationship.

### **C. MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in The Housing Authority, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to adjust and amend job descriptions; to determine the locations where work is to be performed; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate The Housing Authority's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of The Housing Authority; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of The Housing Authority; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of The Housing Authority and to direct The Housing Authority's employees. The Housing Authority's failure to exercise any right, prerogative, or function hereby reserved to it, or The Housing Authority's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of The Housing Authority's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

### **D. DEFINITIONS**

As used throughout this Agreement, benefited employees means those who average 32 (thirty-two) hours per week during the prior six month periods which end on the first full pay period starting after January 1 and July 1.

## **ARTICLE (2) RECOGNITION AND UNION MEMBERSHIP**

- A. The Housing Authority agrees to recognize the Union as the sole and exclusive bargaining agent for full-time non-probationary employees of The Housing Authority, who are employed at all Housing operations listed in Article 23 of this Agreement.
- B. Present employees or future employees shall not be discriminated against as a result of Union membership.
- C. As a condition of employment, all employees shall be required to acquire and maintain membership in the Union immediately following their probationary period, or the effective date of this Agreement, whichever is later. Membership in the Union is defined as the obligation to pay

periodic dues and initiation fees, or upon a timely request of a non-member employee to the Union, to pay that portion thereof which represents the Union's costs of representing employees.

### **ARTICLE (3) COLLECTION OF UNION SERVICE FEE**

- A. Payment by Check-off: Members of the Bargaining Unit shall tender their Union Dues or a Union Service Fee equivalent to the amount of dues uniformly required of members of the Union by signing an authorization for Service Fee check-off form.
- B. Check-off Form: During the life of this Agreement and in accordance with the terms of the authorization for Union Dues or Service Fee check-off form, the Housing Authority agrees to deduct a Union Dues or Service Fee equivalent to the amount of dues uniformly required of members of the Union from the pay of each member of the Bargaining Unit who executes the Union Service Fee check-off form.
- C. The Housing Authority shall not be responsible for checking off or collecting Union Dues or Service Fees during periods of leaves of absence for which the Employee received no pay from the Housing Authority.
- D. It shall be the duty of the Housing Authority at the time of hire to provide the Employee with the Check-off Form and inform the Employee of his/her responsibility to pay a Service Fee.
- E. The Housing Authority shall notify the Union within ten (10) days of any Employee hired, rehired, reinstated, or transferred into the Bargaining Unit, and will furnish the Union, no later than the tenth (10th) of the month a listing of all Union Dues or Union Service fees deducted for the previous month showing the name, file number, pay code, and amount deducted from all members of the Bargaining Unit, including additions and deletions since the last listing with explanation of changes.
- F. The Housing Authority shall not be liable to the Union by reason of the requirements of this section for the remittance or payments of any sum other than that constituting actual deductions made from wages earned by Employees.
- G. The Union shall indemnify and hold The Housing Authority harmless from any and all claims, demands, suits or any other action(s) arising from the terms of this Article.

### **ARTICLE (4) SICK LEAVE, BEREAVEMENT DAYS AND JURY DAYS**

#### **SICK LEAVE**

Benefited Employees will be entitled to sick day accrual at the rate of 6.38 hours per pay period completed without any loss of pay. Such sick days shall not accrue beyond a maximum of 1,500 hours. Illness days will accrue during an absence with pay, but not during approved leaves of absence without pay.

For all Employees, illness pay shall be due only if the employee provides the manager or the assigned Personnel Officer (by the first day back to work) a doctor's certificate that is acceptable to The Housing Authority. Deviations may be allowed at the discretion of The Housing Director, where prior attendance has been acceptable. Furthermore, sick pay eligibility shall also require that the employee has called in the absence prior to the time established in The Housing Authority work rules and in the manner prescribed.

Utilization of sick leave requires six (6) months of continuous full-time service. Sick days not utilized prior to layoff/separation shall be forfeited.

## **BEREAVEMENT DAYS**

Bargaining Unit Employees shall be entitled to time off with pay, in the event of a death in the immediate family, provided the employee attends the funeral, for the following sets of relations: Up to a total of 5 consecutive days off with pay (illness pay) may be used for the bereavement of an immediate family member, which is defined as -- spouse, children, mother, father, sister, or brother. If living in the Employee's household, a grandmother, grandfather, mother-in-law, and father-in-law shall be considered members of the immediate family.

One (1) day of bereavement leave, charged to illness pay, may be used for the bereavement of other family members who are related and living in the Employee's immediate household, for whom the Employee has assumed financial responsibility and declares them as a dependent for Federal income tax purposes.

## **JURY DUTY**

- A. An Employee called for jury duty, or whose appearance as a witness in court is required by subpoena, will be paid the difference between the jury/witness fee paid by the court and his/her regular rate of pay during the period served provided:
  - 1. The Employee presents the court summons to the Director's Office.
  - 2. He/She signs an affidavit that court fees received will be turned over to The Housing Authority.
  - 3. Court checks and court time reports are brought to the Director's Office when the court duty is terminated.
- B. The Employee may, if he/she wishes, charge the court time to vacation and retain the court fee.
- C. An Employee is expected to report for regular Housing duty when temporarily excused from attendance at court when a period of five (5) hours or more remains in his/her work day.

**ARTICLE (5) VACATIONS**

- A. Vacation time off shall be in accordance with the operational needs of The Housing Authority as determined by and scheduled by the Director or his/her designee.
- B. The Vacation Table listed below shall apply to all Employees represented by Local 24. It is exclusive of “paid holidays” or any special days off with pay designated by the Housing Authority.

<u>Length of Service</u>	<u>Annual Vacation Accrued</u>
0 through 4 years	12 days
5 thru 10 years	15 days
11 thru 15 years	20 days
16 or more years	23 days

- C. Employees shall be restricted to a maximum vacation accrual of 23 days.
- D. Vacations will be taken in the service (anniversary) year in which they are earned. However, if approval is given in writing by the Director, vacation time may be accrued up to the maximum stated in Section C, above.

Employees shall take vacation in blocks of five (5) days or more with the option of taking up to seven (7) days during the calendar year at the rate of less than five (5) days at a time, subject to conditions in paragraph “A” above.

- E. Vacation days not utilized prior to layoff/separation shall be forfeited.
- F. Personal Leave Days - Employees who have completed nine (9) months of service may use up to two (2) days during the contract year for any personal reason. Personal Leave Days shall be scheduled in advance, whenever possible and shall require notice to the Supervisor or designee by at least noon of the day prior to taking the day for the employee to be eligible for pay.”

**ARTICLE (6) HOLIDAY PAY**

- A. All full-time Bargaining Unit Employees shall be paid time and one-half for the following holidays, if worked, and straight time, if not worked:

New Year’s Day	Independence Day
Memorial Day	Labor Day
Thanksgiving Day (and the day after Thanksgiving)	Christmas Day
Martin Luther King, Jr. Day	

- B. No employee shall be eligible for holiday pay until completion of six months of employment, if not scheduled to work.
- C. In order to be eligible for holiday pay in accordance with the foregoing sections, an employee must work his/her last scheduled work day preceding and the first scheduled work day following the holiday, unless excused by the Director of The Housing Authority.
- D. Benefited employees scheduled to work on Martin Luther King, Jr. Day will be provided a paid compensatory day.
- E. Floating Holiday - For non-probationary Employees, one (1) additional holiday per contract year on a date to be selected by the Employee and to be approved and granted by the Supervisor upon receipt of at least one (1) week's notice, if the needs of the Employer permit. If the Employee's original selection is not approved, another date within the fiscal year shall be mutually agreed upon.

#### **ARTICLE (7) EVALUATIONS**

- A. The job performance of Employees will be evaluated periodically on forms developed by the Housing Authority, and may also be evaluated informally as necessary.
- B. The Employee will receive a copy of the Performance Evaluation Form upon which the evaluation is made and have an opportunity to respond on the evaluation.
- C. Performance reviews with overall ratings that are Less-than-Satisfactory ("LS") or below shall be subject to the grievance challenge, but only when the rating is not supported by a level of discipline of three, one-day suspensions, or a suspension of three or more days.

Performance reviews above Less-than-Satisfactory ("LS") are not grievable.

#### **ARTICLE (8) MEDICAL INSURANCE**

- A. Medical insurance is available to Employees through contracts and agreements executed by the Housing Authority with Blue Cross/Blue Shield (or comparable carrier), Blue Care Network, Health Alliance Plan, DMC CARE, and Community Blue (PPO).
  - 1. For all HMO/PPO's the Housing Authority shall provide a subsidy equal to the subsidy in effect on 8/31/94 (or the full cost of the premium if equal to or less than the 8/31/94 subsidy) plus 70% of the actual dollar increase in premium for Single, 2-Person and Family coverage plus an additional \$7.50 per month subsidy for family coverage.

For BCBS, the Housing Authority will provide a subsidy equal to the subsidy in effect on 8/31/94 plus 70% of the average cost increase for Single, 2 Person and Family coverage for the four HMO/PPO's plus an additional \$7.50 per month subsidy for family coverage.

Effective October 1, 2003, for at least the life of this Agreement, there shall be the following modifications:

- a) A \$10.00 co-pay on office visits
  - b) \$5.00/\$10.00 co-pay for prescription drugs.
  - c) A mail order prescription drug option.
2. An Employee wishing coverage must make application within the first month of employment. An Employee who fails to do so may be required to wait until an open enrollment period depending upon the requirements of the individual plan.

Employees are eligible for coverage beginning the first day of the month coinciding with or next following the date of employment.

Bargaining unit members shall have the option of continuing coverage under one of the Plans provided by the Housing Authority or of dropping coverage provided that the Employee is covered under an alternative health insurance plan (i.e. coverage under a spouse's or domestic partner's plan), and specifically requests such an option in writing and documents the alternative coverage.

An Employee who forgoes coverage under a Housing Authority plan will receive from the Housing Authority One Hundred Dollars (\$100.00) per month in lieu of medical insurance coverage.

With the exceptions listed below, an Employee who elects not to be covered under an Housing Authority plan and subsequently desires such coverage will be required to wait for such coverage until the first (1st) day of the month following ninety (90) days after application or until the next open enrollment period, depending upon the plan's requirement. The exceptions to this waiting period are:

1. The death of a spouse, domestic partner, or other person with whose insurance plan the Employee maintains coverage and
2. The Employee's divorce from his/her spouse, or separation from his/her domestic partner and the Employee maintained coverage under his/her spouse's or domestic partner's medical insurance.

Where one of the exceptions listed above (death, divorce or separation) occurs and the Employee is able to provide sufficient documentation thereof, the Employee may make application for coverage under one of the Housing Authority plans and coverage will be effective on the first (1st) day of the month following application.

- B. All members of the bargaining unit on a fractional or full-time basis will be provided with \$25,000 of non-contributory life insurance. Bargaining-unit members may purchase additional amounts of supplemental life insurance at subsidized and graduated rates by election of one of the following options:

Option No. 1: Non-contributory insurance plus supplemental insurance equal to one times annual salary to a maximum of \$500,000 of total coverage.

Option No. 2: Non-contributory insurance plus supplemental insurance equal to two times annual salary to a maximum of \$500,000 of total coverage.

Option No. 3 Non-contributory insurance plus supplemental insurance equal to three times annual salary to a maximum of \$500,000 of total coverage.

The life insurance policy shall contain accidental death and dismemberment benefits.

An eligible dependent is the legal spouse, domestic partner, the employee's natural or adoptive child, and/or the natural or adoptive child of the employee's legal spouse. To add a dependent, the employee must notify Benefits Administration within 30 days of the date event; date of marriage, partnership, birth or adoption. If the dependent is not added within the 30-day period, the dependent cannot be added until the next open enrollment period.

- C. EQUIVALENT COVERAGE Medical insurance is available to members of the bargaining unit through contracts and agreements with various insurance carriers selected by the Housing Authority. The Housing Authority may offer a new plan (or plans) and provider(s) with coverage levels and other terms as they determine. However, the current subsidy and cost increase sharing ratios, as outlined in Section A of this Article, shall be maintained for future cost increases arising for any new plan(s). The Housing Authority may substitute one carrier for another, provided that any substitution shall provide equivalent coverage over a similar geographic area within Southeastern Michigan. Equivalent coverage is not exactly the same, but is essentially as good, or better than, on an overall basis across the plan. The union shall be notified of the substitution of an existing carrier within no less than 60 days prior to the effective date of such change. The union shall then have the opportunity (for the next 30 days after notice) to confer on the replacement plan with the Housing Authority, prior to implementation.

The Employer may unilaterally cancel an existing Medical Insurance Plan providing it accords affected Employees with conversion privileges to any successor plan of the Employee's choice. A change in health insurance carrier may result in a change in coverage as permitted in the above section on equivalent coverage.

- D. VISION CARE INSURANCE Effective on the first day of the first full month following ratification of this Agreement (2006), the Housing Authority shall provide vision care coverage to all bargaining unit Employees (who are enrolled in Housing Authority medical insurance plans) as described in the contract between the Employer and the carrier. The Housing Authority shall subsidize the cost, at the rate of 50%.

## **ARTICLE (9) LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY**

- A. An Employee with six months seniority who (1) is unable to work because of personal sickness or injury and (2) has exhausted sick pay and vacation payments shall be granted a leave of absence without pay upon request in writing to the Personnel Office of The Housing Authority, and

furnishing evidence of disability satisfactory to The Housing Authority. Such request and evidence may be delivered or sent to the Personnel Office by the Employee.

- B. The leave of absence shall be for the period of continuing disability for a period of time not to exceed six months. Within that period the Employee shall have the right to return to his/her position, or a similar one, provided he/she is able to meet the necessary standards of health and competence upon return.
- C. Prior to the commencement of such leave, The Housing Authority may require use of any accrued vacation or other paid sick time. Seniority shall continue to accrue during the six month leave of absence.
- D. The employee designated to replace a seniority employee on medical leave shall not accrue seniority or credit towards unit eligibility.
- E. To return to work the Employee shall:
  - 1. Notify The Housing Authority Personnel Office at least one week prior to the anticipated return date, so that arrangements may be made for a return to work physical examination, if so requested by The Housing Authority.
  - 2. Have the appropriate form (to be designated by the Housing Authority) filled out by the Employee's physician and present it to the Personnel Office where it will be determined if a physical examination is necessary.
  - 3. Satisfactorily pass the physical examination at The Housing Authority Health Service or designated physician, if so directed by The Housing Authority.

#### **ARTICLE (10) HOURS OF WORK AND WORKING CONDITIONS**

- A. The Housing Authority and Union herein recognize that work during semester breaks is particularly critical in order to prepare facilities for incoming students. Accordingly, work days and hours will vary based on the schedule of classes.
- B. The Housing Authority agrees to arrange the work schedule so as to provide eight (8) hours, per day, work to as many employees as it deems possible. Full-time employees may be scheduled for less than eight (8) hours work, but not less than four (4) hours work per day.

An Employee that is scheduled for eight (8) hours of work, and is sent home early by management (outside of disciplinary or other corrective reasons) shall be paid for the balance of the eight (8) hour day.

The Housing Authority agrees that they shall not schedule two (2) part-time four hour employees, where one (1) eight (8) hour employee would suffice, for the sole purpose of eroding the bargaining unit. This provision does not preclude Management from the hiring and usage of part-time four hour employees, nor does it conflict with Article 1.C, Management Rights.

- C. An employee, regardless of when hired, working over forty (40) hours in any one (1) week period shall be paid the rate of time and one-half (1-1/2) for the overtime (see Section D). Any employee who works split shifts shall receive an additional one (1) hours pay on each day a split shift is worked. Split shifts shall be eight (8) or more non-contiguous hours worked within a twelve (12) hour period.
- D. Should it become necessary to work overtime, The Housing Authority may require the working of overtime. The opportunity to work overtime, when overtime is available, shall be distributed equally to Employees working within the same department and the same job classification. An "overtime list" of Employees (who volunteer) within each classification who wish to work overtime (in order of seniority) shall be maintained. On October 1st of each year the overtime lists shall be updated by Employees, indicating whether or not they wish to remain on or be added to the appropriate "overtime list." Employees must remain on the list until the following October 1st. New Employees may choose whether or not to be added to the list at the end of their probationary period, and on each October 1st thereafter. An Employee who is added to the list shall automatically be credited with the greatest number of overtime hours worked by persons on the list. On each occasion when overtime is available, Employees shall be offered the work by a continuous rotation through the appropriate "overtime list." If after going to the list there are insufficient volunteers to work the overtime, then The Housing Authority shall draft, in reverse seniority order, in order to staff overtime needs.

An Employee on the overtime list who declines to work offered overtime five (5) times in any one year shall be removed from the list until October 1; except that an Employee who declines to work offered overtime three (3) times during the period June 1 - September 30 shall be removed from the list for the following year until October 1. An Employee who can not be contacted within 25 minutes to work overtime shall miss that opportunity to work. Refused overtime, or overtime for which an Employee could not be contacted, shall count as time worked for the purposes of equalizing overtime.

## **ARTICLE (11) BREAKS**

- A. Employees who work eight (8) hours a day will be provided one (1), thirty (30) minute meal period and two (2), fifteen (15) minute breaks to be taken at the approval of Housing management. The meal period will be unpaid.
- B. Employees who work four (4) hours a day will be provided one (1), fifteen (15) minute paid break to be taken at the approval of The Housing Authority management.
- C. If operational necessity demands the interruption of a break, the employee will be given an opportunity within the same shift to finish the break by taking the remainder as approved by The Housing Authority management.

## **ARTICLE (12) SENIORITY**

- A. Shop stewards, not to exceed one regular and one alternate shall have super-seniority for the purpose of layoff, providing they have the ability to perform available work.
- B. Seniority shall be defined as starting from the employee's date of hire into a bargaining unit position. For employees hired prior to October 1, 2003, their seniority order shall be determined by their date of hire into their current Housing position.

Seniority within a classification shall be the determining factor in the selection of blocks of vacation leave (of 5 days or more), and the choice of shifts.

**TIE BREAKER** - When two or more employees in the bargaining unit have the same bargaining unit seniority date, the seniority tie shall be broken by reference to the last four digits of the affected employees' social security number. The employee having the highest last four digit number will be granted the higher seniority.

- C. **PROBATION**  
In order for The Housing Authority to determine the ability of newly hired employees, each represented employee shall be deemed to be on probation for a period of six (6) months after date of hire. During this time, The Housing Authority may discharge or discipline the employee at the sole discretion of The Housing Authority, without recourse.

## **ARTICLE (13) LAYOFF AND RECALL**

- A. In the event of layoff or recall, employees will be laid off based on total continuous Housing Authority service, providing that those who remain in the subject classification have the requisite ability to perform the assignment. Employees will not displace less senior employees in other departments.
- B. Employees shall have recall rights for a period not to exceed six months. Notice of recall shall be sent to the laid off employees at their last address of record by registered or certified mail. It shall be the responsibility of the Employee to inform The Housing Authority's Personnel Office of such Employee's current mailing address. If the Employee fails to respond within five days from the date of delivery of the notice of recall, or in the event no delivery is possible ten (10) days after mailing, and/or if such Employee does not agree to report to work within five (5) days from the date of response, such Employee shall be terminated as a voluntary quit.
- C. Upon return to work, a layoff shall be treated as a leave of absence for determining seniority, salary, fringe benefits and other conditions of employment.
- D. The Housing Authority shall recall the Employee to a vacant position in the Employee's previous classification or in the next lower level of the classification sequence. Such work shall be considered comparable to their previous positions and a refusal of such an employment offer shall terminate an Employee's seniority, recall, and employment rights with the Housing Authority.

## **ARTICLE (14) GENERAL PROVISIONS**

- A. Employees are to be in uniform or wear identification badges or conform to a dress code, whichever is determined by management and set forth in The Housing Authority policy, at all times when working.

**If uniforms are required:** each employee shall be furnished four uniform shirts and pants by The Housing Authority. The shirts and pants issued shall be the only acceptable dress when reporting for duty, unless otherwise approved by management. The employee shall maintain the uniforms in accordance with The Housing Authority policy. As necessary, uniforms are to be replaced by the employee at the employee's expense. Replacement uniforms may be purchased from The Housing Authority at cost. Uniforms deteriorated by normal wear will be replaced by The Housing Authority after two years, as necessary. Upon termination of employment, the issued uniformed items, clean and in good condition, shall be returned by the employee to The Housing Authority. If the uniforms are not returned in accordance with this section, the cost will be deducted from the employees' final pay.

- B. **If uniforms are required:** The Housing Authority shall be responsible for providing a place for the safekeeping of employees' clothing in a location to which the public shall have no access.

## **ARTICLE (15) GRIEVANCE PROCEDURE**

- A. In order to promote and maintain the proper relationship between The Housing Authority and the Union, any grievance concerning the interpretation or enforcement of this Agreement shall be resolved according to the following successive Steps (A grievance is defined as an allegation by an employee or the Union that The Housing Authority has violated an express provision of the Agreement):

### **Step 1**

Between the aggrieved Employee and his/her Steward, and the Supervisor. If not settled within forty-eight (48) hours, and the grievance is not presented in writing within ten (10) calendar days of the occurrence of the condition(s) giving rise to the grievable issue, it shall not thereafter be considered a grievance under this Agreement.

### **Step 2**

Between the Union representative and the Director of the Unit, or his/her designated representative. If the grievance has not been settled within five (5) days, it shall be submitted to the next step.

### **Step 3**

An appeal of a grievance from Step 2 to Step 3 shall be in writing to the Department of Labor Relations or its designated representative, who shall hold a meeting within ten (10) calendar days of receipt of the appeal. Representatives of The Housing Authority, not to exceed three (3) in number, will meet with representatives of the Union, not to exceed three (3) in number, (including

the aggrieved Employee). Additional persons may be present by mutual agreement. Each party's representative shall be responsible for making certain that all relevant dates, facts, and contentions, that are available at the time, have been developed and considered by Step 3. A disposition will be given in writing to the Union within ten (10) calendar days following the meeting. If the Union does not receive a satisfactory written answer, or does not receive an answer within the ten (10) calendar day period following the meeting, the Union may submit the grievance to Step 4. Any grievance not appealed in writing to Step 4 from an answer at Step 3, within ten (10) calendar days of such answer (or lack of answer), shall be considered settled and not subject to further review.

#### **Step 4**

An appeal of a grievance from Step 3 to Step 4 shall be made in writing to the Wayne State Department of Labor Relations, or its designated representative, who shall hold a meeting within ten (10) calendar days of receipt of the written appeal and render a decision within ten (10) calendar days of such meeting.

### **ARTICLE (16) ARBITRATION**

- A. In the event the parties do not reach a satisfactory settlement of the grievance, such grievance may be submitted to arbitration at the request of either party within ten (10) calendar days following the written disposition at Step 4. Written notice to the American Arbitration Association with a copy to the other party shall constitute request for arbitration.
1. The arbitration proceedings shall be conducted by an arbitrator who shall be selected by the Housing Authority and the Union within seven (7) working days after notice of arbitration has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Housing Authority and the Union shall have the right to strike two names from the panel. The Housing Authority and the Union shall, on alternate grievances, strike the first name. On the first grievance submitted to arbitration under this contract the Union will strike the first name and the process will be reversed for subsequent grievances.
  2. The jurisdictional authority of the arbitrator is defined and limited to the determination of any grievance which involves a controversy concerning compliance with any provision of the Agreement and is submitted to him/her consistent with the provisions of the Agreement. The arbitrator shall have no power to add to, or subtract from, or modify, any of the terms of this Agreement.
  3. The award of the arbitrator shall be based exclusively on evidence at the arbitration hearing.
  4. The Housing Authority, in no event, shall be required to pay back wages for more than thirty (30) calendar days prior to the date a written grievance is filed. However, in the case of a pay shortage (other than one resulting from misclassification) of which the Employee could not have been aware before receiving his/her pay, any adjustment shall be retroactive

to the beginning of the pay period in which the shortage occurred, if the Employee files his grievance within thirty (30) working days after he becomes aware of such shortage. All claims for back wages shall be limited to the amount of wages that the Employee otherwise would have earned less any unemployment compensation, or additional or new wages for personal services that he/she may have received, or could with diligent effort have received as proven by the employee, from any source during the period in question.

5. The decision of the arbitrator in any one case shall not require a retroactive wage adjustment in any other case, except in representative cases when there is mutual agreement.
6. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony, argument, and submission of briefs.
7. Expenses of the arbitrator's services and the proceedings shall be borne equally by the Housing Authority and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and provides a copy to the arbitrator and to the other party.
8. Should either The Housing Authority or the Union indicate that a particular grievance or dispute is of such a nature as to require expeditious determination, said party may waive the arbitration procedure as set forth above and request that the grievance or dispute be submitted to expedited arbitration.

Should either party demand expedited arbitration, the following panel shall be utilized with the name to be drawn by lot: Alan Walt, William Daniel, Dan Krueger, Ben Kerner.

- B. In the event the Union wishes to submit a grievance on its own initiative on behalf of its membership, it shall reduce the grievance to writing and submit it to the Director of The Housing Authority or his/her designated representative.
- C. Nothing in this Agreement shall limit the right of the Housing Authority to temporarily fill any position pending the resolution of a grievance or to exercise any other right of management.

**D. Time Limits**

By mutual agreement, extension of time limits may be granted.

**ARTICLE (17) DISCIPLINE**

- A. The Housing Authority shall not discipline or discharge any seniority employee without cause.
- B. The Housing Authority shall have the right to post and enforce work rules spelling out standards of expected employee conduct.

- C. For misconduct, whether or not related to prior misconduct, The Housing Authority need only provide two written warnings or one written warning and one suspension prior to discharge. This progression is not required where the misconduct is so aggravated, in the opinion of The Housing Authority, as to call for immediate discharge, or where the misconduct is in violation of a posted work rule requiring no prior warnings (a major offense).
- D. By contract, the following offenses are terminable in the first instance and management need only prove by a preponderance of evidence standard that the offense was committed: dishonesty, theft, falsification of records, rudeness to a student, job refusal, sleeping on duty, fraudulent collection of any contract or state provided benefit, intoxication on duty or premises or being under the influence of a nonprescription drug on duty or premises, fighting, sexual harassment, possession of weapons (guns or knife with blade over four inches), threat to a student, visitor, co-worker, or member of management. Management may assess less than discharge for the foregoing at its discretion, and without precedent.

#### **ARTICLE (18) NO STRIKE/NO LOCKOUT**

The Union agrees that during the term of this Agreement, there shall be no strikes, picketing, work stoppages, or any other interference with The Housing Authority's operations. The Housing Authority agrees that during the term of this Agreement, there shall be no lockout. It is understood that The Housing Authority has the right to take disciplinary action, up to discharge, if an employee violates this clause.

#### **ARTICLE (19) SAVING CLAUSE**

If any provision of this Agreement shall be found to be contrary to Federal or State law, or be held invalid by any court or agency of competent jurisdiction, that portion only shall be deemed null and void and such determination shall not affect any other portion of this Agreement.

#### **ARTICLE (20) STEWARD RELEASE**

The Housing Authority shall grant necessary and reasonable amount of time off during straight time working hours to the Steward who must necessarily be present for direct participation in grievance adjustments management. Such Steward shall first receive permission from such Steward's supervisor to leave the Steward's work station, and shall report back promptly when such Steward's part in the grievance adjustment has been completed.

**ARTICLE (21) CLASSIFICATION AND WAGE SCHEDULE**

<b>Effective</b>	<b>%</b>	<b><u>Housekeeper</u></b> Hourly Salary Range	<b><u>Housekeeper Lead</u></b> Hourly Salary Range (Includes Base Rate + 7%)	<b><u>Handyperson</u></b> Hourly Salary
<b>01/01/07</b>	<b>2.0%</b>	<b>\$11.14 – \$12.80</b>	<b>\$11.92 - \$13.68</b>	<b>\$13.29 - \$13.35</b>
<b>10/01/07</b>	<b>2.0%</b>	<b>\$11.36 - \$13.06</b>	<b>\$12.16 - \$13.95</b>	<b>\$13.56 - \$13.62</b>
<b>10/01/08</b>	<b>2.0%</b>	<b>\$11.59 - \$13.32</b>	<b>\$12.40 - \$14.23</b>	<b>\$13.83 - \$13.89</b>

Effective 01/01/07, a 2.0% ATB.

Effective 10/01/07, a 2.0% ATB.

Effective 10/01/08, a 2.0% ATB.

The Agreement shall be for three (3) years, ending September 30, 2009.

- A. It is further understood that employees, who are regarded by management as having particular skill or experience may be hired at and paid at rates higher than those set forth in this schedule.
- B. Management may provide discretionary bonuses.
- C. Management may assign work in lesser or higher classification under the wage schedule. Work performed for more than one week in a higher classification shall be compensated at the level of that higher classification. Work assigned at a lower classification shall still be paid at the higher classification, unless there is a reduction in force.
- D. The parties agree to a program that would designate selected Housekeeper Employees as leadpersons (Housekeeper Lead). The leadperson is an Employee who, in addition to his/her normal duties and responsibilities, is specifically assigned by his/her superiors, the responsibility to assign and coordinate the work of two or more Employees and to see that the assignment runs smoothly and efficiently and to answer to his/her superiors for progress or lack of progress and the quality of work being done. He/she shall be paid at a rate of his/her normal hourly rate, plus 7% additional, plus shift premium, if applicable, for the entire shift in which leadpersons shall be as set forth below notwithstanding the provisions this Article.
- E. The Director of the Housing Authority may select for promotion any Housekeeper Lead whom he/she determines to be the best qualified.
- F. The selected candidate shall undergo a six (6) month qualifying period during which the person may be returned to the prior classification, if the performance is not satisfactory to the Director of the Housing Authority. That return decision is not subject to the grievance challenge.

**ARTICLE (22) SUBCONTRACTING**

Nothing in this agreement limits the Housing Authority's right to hire supplemental staff or to undertake special projects.

**ARTICLE (23) WAYNE HOUSING AUTHORITY BUILDINGS**

Chatsworth Tower  
South Residence Hall  
DeRoy Apartments  
University Tower  
Sherbrook Apartments  
The Towers  
Ghafari

**ARTICLE (24) CHANGE AND TERMINATION**

This Agreement shall remain in full force and effect from October 1, 2006, until September 30, 2009, and shall continue in full force and effect unless either party shall give written notice to terminate, modify, or amend such Agreement within sixty (60) days prior to the expiration date. Such written notice shall be sent by registered or certified mail to the other party.

Accepted for the Wayne Housing

Accepted for Local #24 of the Unite Here!  
International Union (Chicago Midwest  
Regional Joint Board) [formerly known as  
HERE] Housing Employees

\_\_\_\_\_  
Nabelah Ghareeb, AVP, Business Ops.

\_\_\_\_\_  
Mary Thompson, UNITE H.E.R.E. Local 24

\_\_\_\_\_  
A.L. Rainey, Jr., Director Labor Rel.  
(Agent for Housing)

\_\_\_\_\_  
Shawn Junior, LR Specialist  
(Agent for Housing)

\_\_\_\_\_  
Denise Torres, Director-Housing

\_\_\_\_\_  
Dixon Kirkland, Ass't. Dir-Housing

Date: \_\_\_\_\_

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