



COLLECTIVE AGREEMENT

Between

**THE WAYNE STATE UNIVERSITY
HOUSING DEPARTMENT**

And

**UNITE HERE! LOCAL 24, AFL-CIO
HOUSEKEEPERS**

October 1, 2013 – September 30, 2017

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ARTICLE (1)

A. PREFACE

Wayne State University and UNITE HERE! Local #24 recognize their moral and legal responsibilities under Federal, State and Local laws.

Wayne State University 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 Wayne State University and its Employees, and to provide for the operation of The Housing Department'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 Department and UNITE HERE! Local 24, 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 Wayne State University, 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 Department'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 Wayne State University; 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 Wayne State University; 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 Wayne State University and to direct University employees. The University's failure to exercise any right, prerogative, or function hereby reserved to it, or the University's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the University'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.

The University reserves the right to monitor the workplace with visible and hidden cameras. Hidden cameras may be utilized when the University reasonably suspects, health, safety, performance, or University policy violations; the University need not reveal exact location and times of use. However, the University agrees to notify the Union when hidden surveillance is going to be utilized on campus. The University continues to reserve the right to impose appropriate discipline for cause, based on the use of surveillance, in accordance with other applicable provisions of the CBA. Nothing in this Agreement will affect the right of the University to utilize surveillance for purposes unrelated to the administration 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 period which ends on the first full pay period starting after January 1 and July 1.

ARTICLE (2) RECOGNITION AND UNION MEMBERSHIP

- A. Wayne State University “The Employer” agrees to recognize the Union as the sole and exclusive bargaining agent for full-time non-probationary employees of the University, 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. Employees may obtain 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 may tender their Union Dues or a Union Service Fee if any, established by the Union by signing an authorization 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 (if any) check-off form, the Employer agrees to deduct such Dues or Fees in the amount uniformly required of Bargaining Unit members of the Union from the pay of each member of the Bargaining Unit who executes the Union check-off form.
- C. The Employer 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 Employer.
- D. It shall be the duty of the Employer at the time of hire to provide the Employee with the Check-off Form and inform the Employee of his/her ability to pay a Service Fee (if any).
- E. The Employer 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 Employer 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 Employer 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 Department. 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 Department work rules and in the manner prescribed.

Reporting Absence Due to Illness

1. It shall be the responsibility of the Employee to report illness prior to the start of the regularly scheduled reporting time. If the Employee does not call in, he/she will be deducted one day's pay (or the number of absences), as well as possible disciplinary action for violating call-in procedures.
2. Failure to report absence due to illness on each day is considered unauthorized absence and shall result in loss of pay for the day. Longer intervals between calls may be established by the Supervisor if it is determined that the Employee will be off for an extended period.
3. The Supervisor shall have the right at any time to request the Employee to submit to a physical examination if there is a question of the legitimate nature of the illness or request a statement from the attending physician certifying to the care administered to the employee.
4. Communication with the Employment Services Center does not satisfy the University's absence notification requirement. It is a basic Wayne State University (and universal) expectation that employees, not Employment Services, will notify their immediate supervisor of any variances from their established work schedule. FMLA application/approval does not relieve an employee of that responsibility.

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 Department.
 - 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 Department 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 Employer.

<u>Length of Service</u>	<u>Annual Vacation Accrued</u>	<u>Vacation Accrued per Pay Period</u>
0 through 4 years	12 days	3.7 hours
5 thru 10 years	15 days	4.67 hours
11 thru 15 years	20 days	6.16 hours
16 or more years	23 days	7.08 hours

Employees shall be restricted to a maximum vacation accrual of 23 days.

- C. 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 eight (8) days during the calendar year at the rate of less than five (5) days at a time, subject to conditions in paragraph “A” above.

- D. Vacation days not utilized prior to layoff/separation shall be forfeited.
- E. 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 a request 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. Personal leave days must be used by the end of the University Fiscal Year each year. Such days will be charged to the employee’s Illness Bank. Such days are not to be taken after a request for time off (for the same day) has been denied. Such days are to be taken in half or full-day increments, only.

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	Christmas Day
(and the day after Thanksgiving)	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 Department.

- 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 will be granted on a date to be selected by the Employee and to be approved 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 Department, 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 Department 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 University 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 University 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.

For at least the life of this Agreement, there shall be the following modifications:

- a. \$20 co-pay on office visits;
 - b. \$5/\$20/\$45 co-pay for prescription drugs;
 - c. A mail order prescription drug option
 - d. \$20 co-pay on Urgent Care visits;
 - e. \$100 co-pay on Emergency Room visits; nothing if admitted to the hospital
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 University or of dropping coverage provided that the Employee is covered under an

alternative external health insurance plan (i.e. coverage under a spouse's plan), and specifically requests such an option in writing and documents the alternative coverage.

An Employee who forgoes coverage under the University plan will receive from the University One Hundred Dollars (\$100.00) per month in lieu of medical insurance coverage. The monthly payment is contingent on the employee being covered by a medical plan that is not a Wayne State University offered plan. If the employee is covered under a Wayne State University plan (either as an employee or dependent), the bargaining unit member shall not be eligible for the monthly payment.

With the exceptions listed below, an Employee who elects not to be covered under an University 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:

- a. The death of a spouse, or other person with whose insurance plan the Employee maintains coverage and
- b. The Employee's divorce from his/her spouse and the Employee maintained coverage under his/her spouse'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 Department 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.

Option No. 4 Non-contributory insurance plus supplemental insurance equal to four 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, 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 University. The University 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 University 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 University, 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 Department shall provide vision care coverage to all bargaining unit Employees (who are enrolled in Housing medical insurance plans) as

described in the contract between the Employer and the carrier. The Housing Department shall subsidize the cost, at the rate of 50%.

- E. DENTAL INSURANCE The Employer shall provide dental coverage as presently described in the University's dental care contract with Delta Dental of Michigan to eligible enrolled members of the bargaining unit. Eligible enrolled members of the bargaining unit who participate in this plan shall be required to make a contribution equal to five percent (5%) of the premium rate for the coverage selected, effective immediately upon ratification. Effective March of 2016, members of the bargaining unit who participate in this plan shall be required to make a contribution equal to twenty percent (20%) of the premium rate for the coverage selected. Effective March 1, 2003 the annual cap on benefits will be \$1,500. Eligible enrolled members shall be defined as members who are enrolled in a University-offered medical plan. Effective March 1, 2003, the annual cap on non-orthodontia benefits will be improved to \$1,500
- F. INTERLOCKING ENROLLMENTS Medical and Dental levels must match (i.e. Family-Family, Single-Single)
- G. OTHER ELIGIBLE PERSON ("OEP") PROGRAM Bargaining unit members may participate in a program under which certain unrelated individuals (i.e. Other Eligible Person) may be eligible for medical, dental and/or tuition reimbursement benefits. The University will review the program annually to determine if it will be continued for the next plan year. Should the University decide to discontinue the program, 30 days notice shall be provided to participants. Bargaining unit members are strongly encouraged not to forego health and/or dental coverage that may be available to them from other sources. The University reserves the right at its sole discretion at any time during the program to change, modify or suspend this program and the means by which eligibility for benefits under this program is determined and verified.

Eligibility:

Under this program, a bargaining unit member who does not already enroll a spouse for medical, dental and/or tuition benefits may enroll one Other Eligible Person ("OEP"), if ALL of the following eligibility criteria are met:

- The OEP is an adult, age 26 or older;
- The OEP currently resides in the same residence as the employee, other than as a tenant, and has done so for the 18 continuous months prior to the individual's enrollment;

- The OEP is not a “dependent” of the employee as defined by the IRS;

and

- The OEP is not related to the employee by blood or by marriage.

Children who are qualified as WSU-defined dependents of an employee’s OEP are also eligible for benefits.

Taxability of Benefits:

As a matter of law, the employer cost of providing benefits of the type described above is considered ordinary income and is, therefore, subject to taxes, including FICA, FICA Medicare, federal, state and city taxes.

Ineligibility:

The following individuals do not fall within the eligibility criteria for this program:

The Spouse, children, grandchildren, parents, grandparents, siblings, nieces, nephews, aunts, uncles, cousins, landlords, renters, boarders and tenants of employees.

- H. Dependents (claimed on benefits forms) that are between 19-25 years of age are required to maintain full time college student status in order to receive medical, dental or vision benefits coverage.

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 Department and furnishing evidence of disability satisfactory to The Housing Department. 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 Department 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 Department 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 Department.
 - 2. Have the appropriate form (to be designated by the Housing Department) 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 Department Health Service or designated physician, if so directed by The Housing Department.

ARTICLE (10) HOURS OF WORK AND WORKING CONDITIONS

- A. The Housing Department 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.

Ten (10) minutes at the end of the shift shall be allotted to put away supplies, tools and wash-up where applicable.

- B. The Housing Department agrees to arrange the work schedule so as to provide eight (8) hours, per day, of 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 Department 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. Paid sick leave, holidays, vacation, or any other paid leave will not be treated as days worked in computing daily or weekly overtime.
- D. Should it become necessary to work overtime, The Housing Department 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 Department 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 1st; 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.

- E. **EMERGENCY CLOSURE**
1. Weather Caused Closure
 - a. H.E.R.E. Employees, who are required to work per section 1C, to be eligible for pay, are expected to report on weather caused emergency closure days regardless of public communications that the University is closed. Those who

report and work shall receive an amount of compensatory time equal to the time which they worked. Such compensatory time shall be used within ninety (90) calendar days from the date earned, in accordance with the operational needs of the department, or it shall be forfeited. Late arrivals may be allowed to work an entire shift or longer at the department head's discretion. Those arriving less than two hours late may utilize vacation or any other available time other than illness to cover their lateness.

- b. For closures declared during the work shift, those Employees, who are required to stay, shall be compensated with compensation time equal to the time worked past the declared closure.
- c. Department heads shall establish a specific procedure (or number to call) so that Employees may confirm, or understand in advance, that they need not come in on an emergency closure day. Any Employee who comes in despite operation of this specific notice procedure, shall not be eligible for any additional compensation.

2. Other Emergency Closure

For emergency closures that are due to power loss or other reasons, the above paragraphs still apply, except, there shall be no additional compensatory time for work performed on the emergency closure day.

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 Department 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 Department management.

- D. An Employee who is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying their Supervisor (or the department's designee) shall be considered an automatic resignation. Exceptions may be made by mutual agreement between the Employer and the Union.

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 Department 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 Department may discharge or discipline the employee at the sole discretion of The Housing Department, without recourse.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except no matter concerning discipline, layoff, or termination of a probationary employee shall be subject to the grievance and arbitration procedure.

- D. An Employee who is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive

ARTICLE (13) LAYOFF AND RECALL

- A. In the event of layoff or recall, employees will be laid off based on total continuous Housing Department 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 (6) 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 Department'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 Department 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 Department.

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 Department policy, at all times when working.

If uniforms are required: each employee shall be furnished four uniform shirts and pants by The Housing Department. 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 Department policy. As necessary, uniforms are to be replaced by the employee at the employee's expense. Replacement uniforms may be purchased from The Housing

Department at cost. Uniforms deteriorated by normal wear will be replaced by The Housing Department 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 Department. 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 Department 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 Department 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 Department has violated an express provision of the Agreement):

Should an employee who is suspended or discharged consider the suspension or discharge to be improper, a grievance form signed by the employee must be appealed in writing through the UNITEHERE! Local 24 representative, or his/her designated representative, to Step 3 (the Labor Relations Department), or its' designated representative) within eight (8) calendar days of the University's action.

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, at a date and time to be mutually scheduled. A Written Step 2 decision shall be provided by the Employer within seven (7) working days of the Step 2 meeting. Any grievance not appealed to Step 3 within seven (7) working days of the receipt of the written decision, shall be considered settled and not subject to further review.

Step 3

An appeal of a grievance from Step 2 to Step 3 shall be in writing to the Wayne State University 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 Employer, 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.

- B. **RECORDING OF MEETINGS/CONVERSATIONS** Should either the Union or the University wish to electronically record any meeting/conversation between the abovementioned parties, a written request shall be made to the other party in advance. The party who has received the request shall respond, in writing, within seven days of the request.

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 Department 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 Department and the Union shall have the right to strike two names from the panel. The Housing Department 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 Department, 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 University 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 Department 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: Donald Sugerman, William Daniel, Mario Chiesa, 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 Department or his/her designated representative.
- C. Nothing in this Agreement shall limit the right of the Housing Department 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 Department shall not discipline or discharge any seniority employee without just cause, but as outlined in this article.
- B. The Housing Department 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 Department need only provide one (1) written verbal warning and two (2) written warnings prior to discharge or one (1) written verbal warning, one (1) written warning, and a one (1) day suspension prior to discharge. This progression is not required where the misconduct is so aggravated, in the opinion of The Housing Department, 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 the 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.
- E. Any employee (with live disciplinary action on his/her record), who is absented from the workplace for more than 60 continuous days, shall have the life of the most recent disciplinary action(s) (per unique charge) frozen, until his/her return to work.

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 Department's operations. The Housing Department agrees that during the term of this Agreement, there shall be no lockout. It is understood that The Housing Department 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 Department 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 with 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

Effective	%	<u>Housekeeper</u> Hourly Salary Range	<u>Housekeeper Lead</u> Hourly Salary Range (Includes Base Rate + 7%)	<u>Housing</u> <u>Maintenance</u> Hourly Salary
10/01/13	N/A	\$12.06 - \$13.86	\$12.91 - \$14.81	\$14.39 - \$14.45
01/26/15	1.5%	\$12.24 - \$14.07	\$13.10 - \$15.03	\$14.61 - \$14.67
10/01/15	1.5%	\$12.42 - \$14.28	\$13.30 - \$15.26	\$14.83 - \$14.89
10/01/16	2%	\$12.67 - \$14.57	\$13.57 - \$15.57	\$15.13 - \$15.19

It is mutually understood that:

This arrangement shall have no bearing on any other WSU bargaining unit, and shall not create any additional bargaining rights for this, or any other WSU union.

2013-2014	Pay adjustment waived, due to: (1) existing retro-restrictive law, and (2) non-agreement during the run of the 2013-2014 contract year.
2014-2015	1.5% ATB increase to the base salary of bargaining unit members; steps funded; effective the day after ratification. No attendance requirement.
2015-2016*	1.0% ATB increase to the base salary of bargaining unit members. <u>Plus</u> an additional 0.5% to base salary, only for those bargaining unit members <u>who are not in violation</u> of the WSU Attendance Standards for tardiness and/or absenteeism (per APPM 3.0.11) as of September 30, 2015.
2016-2017	1.5% ATB increase to the base salary of bargaining unit members. <u>Plus</u> an additional 0.5% to base salary, only for those bargaining unit members <u>who are not in violation</u> of the WSU Attendance Standards for tardiness and/or absenteeism (per APPM 3.0.11) as of September 30, 2016.

*It is agreed that the University reserves the unilateral right to cause compensation (wage and/or benefits) provisions to be reopened for bargaining by giving notice to that effect by October 31st of contract year three of this Agreement, in which event these compensation provisions may be changed by agreement, to be effective no later than October 1st of the following calendar year. Should the subject reopening result in non-agreement on compensation provisions, the wage matter shall be referred to the Michigan Employment Relations Commission (MERC) for resolution via mediation. Should mediation not achieve agreement, the subject shall be referred to expedited arbitration, with an agreed-upon range of outcome from 0% to 1.5%

- 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 a 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 above notwithstanding the provisions this Article.
- E. The Director of the Housing Department 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 Department. That return decision is not subject to the grievance challenge.

ARTICLE (22) SUBCONTRACTING

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

ARTICLE (23) WAYNE HOUSING DEPARTMENT BUILDINGS

Chatsworth Tower	Leon H. Atchison Hall
DeRoy Apartments	University Tower
The Towers	Ghafari

ARTICLE (24) BULLETIN BOARDS

One (1) bulletin board shall be placed in each of the six (6) buildings listed in Article 23. In the event a dispute arises concerning the appropriateness of material posted on the bulletin boards the Union will be advised by the Director of Housing of the nature of the dispute, and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

ARTICLE (25) RETIREMENT PROGRAM

Effective sixty (60) calendar days after the ratification of the 2009-2013 Agreement, fractional and full-time employees who have attained twenty-six (26) years of age shall be eligible to participate in the University sponsored retirement programs with University contribution.

Fractional or full-time employees, immediately upon employment, may participate in the retirement program on an individual basis with University contribution. The employer match shall start at a 1% employee contribution, and increase on a 2 for 1 basis, up to a 5% employee contribution (10% maximum University contribution).

For the University contribution, vested percentage is as follows:

<u>Years of Vested Service*</u>	<u>Vested Percentage</u>
Less than 2 years.....	-0-
2 Years or more in a pay status	100%

*For the purpose of this article, “Vested Service” is defined as: (1) if employment ends prior to 2 years of service, 100% of the employer contribution is forfeited to WSU, (2) if employment ends after 2 years of service the employee is entitled to 100% of the employer contribution.

Employees with previous service at an eligible institution may be able to waive all or a portion of the two-year vesting requirement.

ARTICLE 26 INCOME DISABILITY

- A. Participation begins after the Employee has completed one (1) year of regular full-time employment on the active payroll. Eligibility for benefits is determined in accordance with the terms stipulated by the carrier.
- B. Employees shall be entitled to full pay during periods of extended disability for the number of days accrued in their Illness and Vacation Banks. Any unused vacation remaining through the end of the sixth

month of continuous disability will be paid to the Employee in full. For the number of unused days remaining in the Illness Bank through the end of the sixth month of continuous disability, the Employee will be paid the difference between the daily rate and the benefit as determined by the insurance carrier.

C. **Long-term Disability**

1. The University shall provide a long-term disability insurance program which will be administered in accordance with the terms stipulated in the insurance contract. The decision of the carrier is not grievable to the University.
 - a. The monthly benefit for eligible Employees will be paid starting from the first (1st) month following six (6) months of continuous disability. Benefits will be paid as long as the disability continues or until the Employee reaches age sixty-five (65). However, if the disability commences after the Employee reaches age sixty (60), the benefits will continue for five (5) years or until the Employee reaches age seventy (70), whichever occurs first.
 - b. The monthly benefit, including any disability benefits from Social Security and/or Worker's Compensation, will be equal to 66 2/3% of the Employee's monthly salary up to a maximum benefit of Seven Thousand Dollars (\$7,000) per month.
 - c. The monthly benefit shall not be less than \$100.00.
 - d. The Employer will pay the full cost of the basic and supplemental life insurance coverage. Medical coverage will be subsidized by the Employer at the same rate as is provided to active Employees.
2. If an Employee who has been on long-term disability for a period of one year or less is found by the insurance carrier to be no longer disabled and is approved by the University's designated physician to return to work, he/she shall be placed in a vacant position in his/her classification, if such exists, or in another vacant position within the Bargaining Unit for the which he/she is qualified, if such exists. In appropriate cases, the Employee's right to return to work will be extended up to a maximum of one (1) additional year. An Employee who refuses employment offered in accordance with the above will be considered a voluntary termination. When an Employee returns to work under the terms of this provision, he/she

will be credited with seniority as provided for persons on illness leaves of absence in Article (10) E.

ARTICLE 27 TUITION ASSISTANCE PROGRAM

- A. As part of the University policy to encourage staff members to further their formal education, the Tuition Assistance Program for Employees was established.

The Tuition Assistance Program will provide eligible Employees with payment of the tuition, registration and omnibus fess. Other incidental fees such as lab fees, etc., which may be charged are the responsibility of the Employee.

- B. Failure to meet and maintain the eligibility requirements for tuition assistance will result in benefit forfeiture.

- C. The application forms will be available at the Total Compensation & Wellness Offices, as well as eligibility requirements and any additional information that may be necessary. To assure that Employees are not assessed late fees, participating Employees must file their application with the total Compensation & wellness Office no later than the first day of the semester.

- D. Tuition Assistance will provide for two courses or six (6) credit hours, whichever is greater, per semester for two semesters, and one course or four (4) credit hours, whichever is greater, for one semester during the academic year.

- E. Eligibility

1. All full-time salaried Employees on the Wayne State University payroll as of the last ay of Open Registration. It will be the responsibility of the Dean or Division Head to verify eligibility.

2. College admission requirements must be met.

3. Applications must be submitted prior to the end of the semester for which tuition assistance is requested.

4. Courses must be taken after normal working hours unless the Dean/Division Head verified:

- a. The course is offered only during working hours.

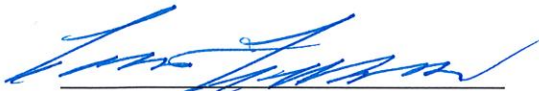
- b. The supervisor is able to arrange adequate coverage of the position.
 - c. Time taken off is charged to vacation or additional hours are worked to make it up. (Working during lunch will not satisfy the make-up arrangement.)
5. Any Employee who is terminated, leaves employment with the University during the term of tuition assistance, not including layoff or leave of absence, or who fails to successfully complete any courses in which they enroll will thereby forfeit their tuition assistance and be required to reimburse the University promptly for the appropriate amount of tuition and any other applicable fees. "I" and "Y" grades must be resolved within two (2) semesters beyond the semester in which the grade was earned. Failure to remit the proper amount will render the Employee ineligible for continued participation in the Tuition Assistance Program.
- F. A passing grade must be obtained. A passing grade, for an individual course, is a "D" or better for undergraduates and a "C" or better for graduates. A grade of "S" or "P" is also considered passing for classes graded Pass/Fail or Satisfactory/Unsatisfactory. Failure to receive a passing grade will forfeit tuition assistance for the subject semester, and payment in full will be due as required.

Grades of I & Y must be converted in accordance with Student Requirements.

ARTICLE (28) CHANGE AND TERMINATION

This Agreement shall remain in full force and effect from October 1, 2013, until September 30, 2017, 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.

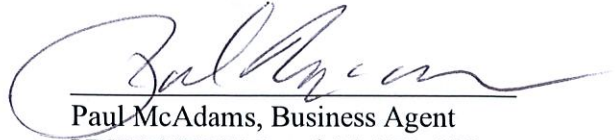
Accepted for the Board of Governors
of Wayne State University



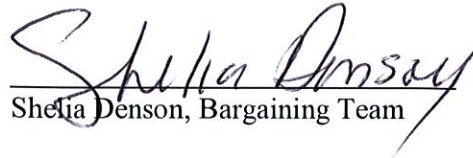
Louis Lessem, Vice President and
General Counsel


A.L. Rainey, Jr., Director, Labor Rel.

Accepted for Hotel Employees and
Restaurant Employees International
Union, Local 24 AFL-CIO



Paul McAdams, Business Agent
UNITEHERE! Local 24 AFL-CIO

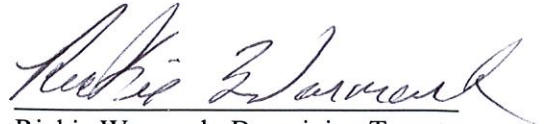


Shelia Denson, Bargaining Team

NOT AVAILABLE FOR SIGNATURE
Shawn Junior, Labor Relations Specialist

NOT AVAILABLE FOR SIGNATURE
Jovon Gipson, Bargaining Team

NOT AVAILABLE FOR SIGNATURE
Gerald Tilson, Director-Auxiliary
Facilities


Shawn Miller, Bargaining Team
Rickie Warmack, Bargaining Team

Date: 9-16-15

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