

**AGREEMENT**

**Between**

**ST. CLAIR COUNTY HOUSING AUTHORITY**

**and**

**LOCAL 73,**

**SERVICE EMPLOYEES INTERNATIONAL UNION**

**For Period of**

**July 1, 2019**

**to June 30, 2020**

## Table of Contents

<b>COVER PAGE</b> .....	1
<b>TABLE OF CONTENTS</b> .....	2
<b>PREAMBLE</b> .....	6
<b><u>ARTICLE 1 - RECOGNITION</u></b> .....	6
SECTION 1.01.....	6
<b><u>ARTICLE 2 - NON DISCRIMINATION</u></b> .....	6
SECTION 2.01.....	6
<b><u>ARTICLE 3 - UNION SECURITY</u></b> .....	7
SECTION 3.01 - MEMBERSHIP.....	7
SECTION 3.02 - PAYMENT OF DUES.....	7
SECTION 3.03 - RELIGIOUS FAIR SHARE OBJECTION.....	8
SECTION 3.04 - FAIR SHARE AMOUNT.....	8
SECTION 3.05 - NO DISCRIMINATION.....	8
SECTION 3.06 - JOB REFERRALS.....	9
SECTION 3.07 - COLLECTION OF BACK DUES.....	9
SECTION 3.08 - CHECKOFF.....	9
SECTION 3.09 - C.O.P.E.....	9
SECTION 3.10 - DUES.....	10
SECTION 3.11 - DUES WITHHOLDING AND PAYMENT.....	10
SECTION 3.12 - PAYMENTS OF DUES.....	10
SECTION 3.13 - FAILURE TO PAY DUES.....	10
SECTION 3.14 - STEWARDS.....	11
SECTION 3.15 - BULLETIN BOARDS/MAIL BOXES.....	11
SECTION 3.16 - JOB ANNOUNCEMENTS.....	12
<b><u>ARTICLE 4 - EMPLOYER'S RIGHTS</u></b> .....	12
SECTION 4.01 - EMPLOYER'S RIGHTS.....	13
SECTION 4.02 - SUB-CONTRACTING.....	13
<b><u>ARTICLE 5 - WORK WEEK, HOURS OF WORK, EXTRA HOURS AND EMERGENCY CALLOUT PROVISIONS</u></b> .....	13
SECTION 5.01 - REGULAR WORK WEEK.....	14
SECTION 5.02 - REGULAR WORK DAY.....	14
SECTION 5.03 - HOURS WORKED IN EXCESS OF NORMAL SCHEDULE.....	15
SECTION 5.04 - EMERGENCY CALLOUT PROVISIONS.....	15
<b><u>ARTICLE 6 - INITIAL EVALUATIVE PERIOD</u></b> .....	18
SECTION 6.01 - INITIAL EVALUATIVE CONDITIONS FOR NEW HIRES.....	18
SECTION 6.02 - EVALUATIVE CONDITIONS FOR EMPLOYEES WITH UNSATISFACTORY PERFORMANCE.....	19
SECTION 6.03 - ELIGIBILITY FOR FRNCE BENEFITS.....	20
<b><u>ARTICLE 7 - SENIORITY</u></b> .....	20
SECTION 7.01 - EFFECTIVE DATE.....	20
SECTION 7.02 - PROMOTIONAL CONSIDERATIONS.....	20

SECTION 7.03 - REDUCTION IN HOURS, LAYOFFS, TERMINATIONS AND RECALLS .....	21
SECTION 7.04 - TEMPORARY OUT-OF-BARGAINING-UNIT ASSIGNMENTS.....	22
<b><u>ARTICLE 8 - TEMPORARY MANPOWER PROGRAMS.....</u></b>	<b>22</b>
SECTION 8.01 - TEMPORARY APPOINTMENTS .....	22
SECTION 8.02 - MANPOWER PROGRAMS .....	23
<b><u>ARTICLE 9 - PAID TIME OFF .....</u></b>	<b>23</b>
SECTION 9.01 - VACATIONS .....	23
SECTION 9.02 - SICK DAYS .....	24
SECTION 9.03 - HOLIDAYS.....	25
SECTION 9.04 - BEHAVEMENT LEAVE .....	26
SECTION 9.05 - JURY DUTY.....	26
SECTION 9.06 - PERSONAL LEAVE.....	27
<b><u>ARTICLE 10 - NON-PAID LEAVE .....</u></b>	<b>27</b>
SECTION 10.01 - LEAVES WITHOUT PAY.....	27
SECTION 10.02 - SPECIAL CONDITIONS LEAVES WITHOUT PAY.....	28
SECTION 10.03 - UNAUTHORIZED LEAVES .....	28
SECTION 10.04 - ABSENCE DUE TO WORK RELATED INJURY.....	28
SECTION 10.05 - ABSENCE DUE TO TEMPORARY DISABILITY .....	28
<b><u>ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURES .....</u></b>	<b>29</b>
SECTION 11.01- PROCEDURAL STEPS.....	29
SECTION 11.02- EMPLOYEES ON EVALUATION STATUS EXCLUDED.....	31
<b><u>ARTICLE 12 - SAFETY COMMITTEE .....</u></b>	<b>31</b>
SECTION 12.01 - COMPOSITION OF COMMITTEE.....	31
<b><u>ARTICLE 13 - CREDIT UNION DEDUCTIONS .....</u></b>	<b>31</b>
SECTION 13.01 - CREDIT UNION.....	31
<b><u>ARTICLE 14 - STATEMENT OF DISCIPLINARY POLICY .....</u></b>	<b>31</b>
SECTION 14.01 - DISCIPLINE FOR CAUSE.....	31
SECTION 14.02 - VIOLATIONS OF STANDARD OF CONDUCT AND WORK RULES SUBJECT TO DISCIPLINE.....	32
SECTION 14.03 - VIOLATIONS OF STANDARDS OF CONDUCT OR WORK RULES SUBJECT TO IMMEDIATE SUSPENSION OR DISMISSAL.....	33
SECTION 14.04 - NON-EXCLUSIVE .....	35
SECTION 14.05 - TIME LIMITATIONS .....	35
<b><u>ARTICLE 15 - STRIKES, WORK SLOW DOWNS AND PICKETING.....</u></b>	<b>36</b>
SECTION 15.01 - STRIKES, WORK SLOW DOWNS, AND/OR BOYCOTTS .....	36
SECTION 15.02 - LOCKOUTS .....	36
SECTION 15.03 - PICKETING .....	36
SECTION 15.04 - UNION COMPLIANCE .....	37
SECTION 15.05 - EMPLOYEE VIOLATIONS .....	37
<b><u>ARTICLE 16 - SEPARABILITY.....</u></b>	<b>37</b>
SECTION 16.01 - SEPARABILITY .....	37
<b><u>ARTICLE 17 - HEALTH AND WELFARE.....</u></b>	<b>37</b>
SECTION 17.01 - BENEFITS AND COSTS .....	37
SECTION 17.02 - HUD POLICY CHANGES .....	37

<b>ARTICLE 18 - PENSION PLAN</b>	38
SECTION 18.01 - PENSION PLAN	38
<b>ARTICLE 19 - TOOLS, EQUIPMENT AND UNIFORMS</b>	38
SECTION 19.01 - TOOLS	39
SECTION 19.02 - UNIFORMS	41
SECTION 19.03 - IDENTIFICATION BADGES	41
<b>ARTICLE 20 - POSITIONS COVERED, IMPLEMENTATION OF NEW JOB CLASSIFICATIONS, JOB DUTIES AND WAGE RATES</b>	41
SECTION 20.01 - POSITIONS COVERED	41
SECTION 20.02 - JOB REQUIREMENTS AND QUALIFICATIONS FOR EMPLOYEES HIRED AFTER THE EFFECTIVE DATE OF THIS AGREEMENT	41
SECTION 20.03 - ESTABLISHED WAGE RATES	43
<b>ARTICLE 21 - EDUCATION AND TRAINING, REQUIRED AND ELECTIVE</b>	43
SECTION 21.01 - REQUIRED EDUCATION	44
SECTION 21.02 - ELECTIVE EDUCATION	44
SECTION 21.03 - REQUIRED TRAINING	44
SECTION 21.04 - ELECTIVE TRAINING	44
<b>ARTICLE 22 - RECORDING ATTENDANCE, LATE ARRIVALS, UNSCHEDULED ABSENCES, EMERGENCY DEPARTURES AND THE NOTIFICATION PROCESS</b>	45
SECTION 22.01 - RECORDING ATTENDANCE	45
SECTION 22.02 - LATE ARRIVALS	46
SECTION 22.03 - UNSCHEDULED ABSENCES	46
SECTION 22.04 - EMERGENCY DEPARTURES	46
SECTION 22.05 - NOTIFICATION PROCESS	46
<b>ARTICLE 23 - SUBSTANCE USE AND/OR ABUSE</b>	46
SECTION 23.01 - ALCOHOLIC BEVERAGES	47
SECTION 23.02 - MEDICATION (PRESCRIBED AND OVER-THE-COUNTER)	48
SECTION 23.03 - POST ACCIDENT TESTING AND EMPLOYEE ASSISTANCE PROGRAM	50
SECTION 23.04 - RANDOM OR PERIODIC TESTING	50
SECTION 23.05 - DISCIPLINE FOR VIOLATIONS	50
<b>ARTICLE 24 - PERFORMANCE EVALUATION SYSTEM</b>	50
SECTION 24.01 - EMPLOYER'S RIGHT TO EVALUATE PERFORMANCE	51
<b>ARTICLE 25 - MISCELLANEOUS ITEMS OF AGREEMENT</b>	51
SECTION 25.01 - SUPERVISION	51
SECTION 25.02 - DEBT COLLECTION	52
SECTION 25.03 - PERSONNEL POLICY	52
SECTION 25.04 - JOB-RELATED REPORTS	52
SECTION 25.05 - UNSAFE/ILLEGAL ACTS	53
SECTION 25.06 - EMPLOYER'S PERSONNEL FILES	53
SECTION 25.07 - USE OF EMPLOYER OWNED VEHICLES	54
SECTION 25.08 - BUSINESS USE OF PERSONAL VEHICLE	54
SECTION 25.09 - EMPLOYEE SAFETY	54
SECTION 25.10 - LABOR/MANAGEMENT MEETINGS	54
<b>ARTICLE 26 - DURATION OF AGREEMENT</b>	54
SECTION 26.01 - TERM OF AGREEMENT	54

**ARTICLE 27 – ACKNOWLEDGMENTS AND SIGNATURES OF AUTHORIZED REPRESENTATIVES .....55**

## **PREAMBLE**

This AGREEMENT made and entered into by and between LOCAL 78, SERVICE EMPLOYEES INTERNATIONAL UNION hereinafter designated as the "Union" and ST. CLAIR COUNTY HOUSING AUTHORITY, hereinafter designated as the "EMPLOYER", for the purpose of maintaining orderly operations; fair, safe and reasonable working conditions, and; promoting the general welfare of all employees.

The Employer and the Union also agree to use this Agreement as a basis of cooperation for the purpose of obtaining higher productivity, greater efficiency, less waste, better control and use of materials and supplies and to improve the overall condition of the housing developments.

## **ARTICLE 1 - RECOGNITION**

### ***Section 1.01***

The Employer hereby recognizes the Union as the sole and exclusive representative of all maintenance employees, excluding all Maintenance Foremen, casual/temporary employees regardless of their job classification and/or job title, Maintenance Director and Supervisor.

## **ARTICLE 2 - NON DISCRIMINATION**

### ***Section 2.01***

Neither the Employer nor the Union will discriminate either directly or indirectly, nor will they permit any of their agents, members or representatives to discriminate either directly or indirectly against any employee on the basis of any classification prohibited by federal law.

## **ARTICLE 3 - UNION SECURITY**

### ***Section 3.01 - Membership***

As a condition of continued employment, all employees included in the Collective Bargaining Unit shall, prior to thirty-one (31) days after the start of their employment with the Employer, or the effective date of this Agreement, whichever is later, either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members, or pay to the Union a service fee ("Fair Share") as such from time to time established by the Union. The Union shall certify to the Employer the amount that constitutes periodic monthly dues or said service fees.

### ***Section 3.02 - Payment of Dues***

An employee whose employment commences after the time this Agreement becomes effective, shall, not later than thirty-one (31) calendar days after the commencement of employment if still employed, tender to the Union; (A) an amount of money equal to the initiation fee uniformly charged by the Union to all employees who become members of the Union unless the employee has, at any previous time, tendered such an amount to the Union; and (B) an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are members of the Union or a service fee. Thereafter, such an employee shall, not later than the fifteenth (15<sup>th</sup>) calendar day of each month of employment, tender to the Union an amount of money equal to the monthly dues uniformly charged by the Union to all employees who are members of the Union or service fee.

### ***Section 3.03 - Religious Fair Share Objection***

An employee who is a member of and adheres to established and traditional tenants or teachings of a bona fide religion, body, or sect, which has historically conscientious objections to joining or financially supporting labor organization shall have the right to refuse to allow such

deduction, provided however, that said right to refusal shall continue only so long as the bargaining unit employee makes contributions at least equal to the Fair Share Fee to a non-religious charitable organization mutually agreed upon by the Bargaining Unit Employee so refusing and the Union. For this purpose the Unions shall certify to the Employer the names of all Bargaining Unit Employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said Bargaining Unit employees are not subject to a Fair Share Fee deduction.

#### ***Section 3.04 - Fair Share Amount***

Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit but must, in all cases, comply with Section 3.01 by tendering either the monthly dues or service fees, as appropriate. The Union recognizes, however, that it is required under the Agreement to represent all employees included within the Collective Bargaining Unit without regard to whether or not the employee is a member of the Union.

#### ***Section 3.05 - No Discrimination***

The Company, through its agents, will not discourage anyone from joining the Union and/or participating in the Union.

#### ***Section 3.06 - Job Referrals***

The Company agrees to consider any applicant referred to it by the Union. The decision on hiring, however, remains the exclusive right of the Company.



### ***Section 3.07 - Collection of Back Dues***

The Company agrees to collect back dues which are owed from employees, upon proper notification by the Union, by collecting up to one month of back dues. If an employee is in arrears in excess of one month's dues, it shall be the responsibility of the Union to collect such sums.

### ***Section 3.08 - Checkoff***

The Employer agrees to a checkoff for the payment of Union dues and to deduct such payments from the wages of all employees and remit same to the Union in accordance with the terms of signed authorizations of such employees, and according to the methods set forth below, and the Employer shall be the agent for receiving such monies and the deduction of said dues by the Employer shall constitute payment of said dues by the employees.

### ***Section 3.09 - C.O.P.E***

The Employer agrees to deduct from each employee, who has voluntarily authorized such deduction in a written authorization form to be provided by the Union, said specified amounts of money and forward said moneys to the Unions Committee On Political Education (C.O.P.E.) Fund. The money forwarded to the C.O.P.E. Fund shall be accompanied by a list of the employees from whom the deductions were made and the amount deducted from each employee.

### ***Section 3.10 - Dues***

The amount of dues to be deducted each month throughout the terms of this Agreement under the conditions outlined above, shall be certified to the Employer by the Union simultaneously with the signing of this Agreement; provided, however, if the dues are increased or decreased in accordance with the Constitution and By-Laws of the Union during the life of this Agreement, the Union shall certify the changed amount of such dues, and thereafter the

Employer shall deduct such newly certified amount of dues. The Employer will remit to the Officer of the Union, who has been certified to the Employer by the duly authorized Officers of the Union, the amount of monthly dues so collected.

### ***Section 3.11 - Dues Withholding and Payment***

The regular monthly dues for regular employees shall be deducted in bimonthly amounts, and such amounts shall be forwarded monthly to the Union.

### ***Section 3.12 - Payments of Dues***

All sums deducted for regular employees shall be remitted to the Union no later than the twentieth (20<sup>th</sup>) calendar day of the month after which such deductions are made.

### ***Section 3.13 - Failure to Pay Dues***

In the event that the Employer fails to deduct and remit the proper Union dues, or fail to comply with any of the terms of this Agreement, the Union may consider any such conduct on the part of the Employer a material breach of this Agreement.

### ***Section 3.14 - Stewards***

The Employer recognizes the right of the Union to select from the members covered by the Agreement, employee(s) to act as Union Stewards. The Employer agrees that there will be no discrimination against authorized Union Stewards because of Union activity. Union Stewards shall not be recognized by the Employer until the Union has notified the Employer in writing of the selection of Union Stewards.

In addition to their regular duties as an Employee of the Employer, the Union Steward's duties are:

- a. To discuss with members their complaints and/or grievances and to help members interpret the various articles of this Agreement;

- b. Aid and assist members in filing complaints on forms provided by the Union and forward same to the Union Representative;
- c. Participate in Step #1 of the Grievance Procedure as defined in Article 11 of this Agreement;

A Steward is not to call or create work stoppages or slow downs. If a Steward assumes any duties not assigned to him, he may be subject to discipline by the Employer. The Steward shall immediately notify the Union Representative when employees desire special meetings.

A Union Steward shall perform his duties at a time other than work hours unless he is participating in Step #1 of a grievance procedure or unless prior authorization is obtained from the Department Director. A Steward shall remain on pay status while participating in Step #1 of a grievance procedure. Other duties will be performed while on non-pay status, unless the Steward requests the use of paid leave (i.e. vacation, sick days).

The overall number of employees serving as Stewards shall not exceed a ratio of one Steward for every four employees. Insofar as possible, the Union will make every effort to have one Steward at each primary work site.

### ***Section 3.15 - Bulletin Boards/Mail Boxes***

The Employer agrees to provide a bulletin board at each work location for the exclusive use by the Union that is accessible to all employees for posting of non-controversial Union Communications.

The Employer also agrees to provide a mail box at each location for Union Stewards.

### ***Section 3.16 - Job Announcements***

The Employer agrees to provide the Union Steward(s) with a copy of job announcements and termination notices that occur within the work unit.

## **ARTICLE 4 - EMPLOYER'S RIGHTS**

### ***Section 4.01 - Employer's Rights***

The Union recognizes all Employer functions, rights, powers and authority, which the Employer has not specifically and clearly limited or abridged by this Agreement as being solely and exclusively the Employer's. This includes, but is not limited to the following:

- a. Determine its mission, objective, purposes and policies;
- b. Plan, direct, control and determine the operations or services to be performed;
- c. Direction and arrangement of the work force, including the right to hire, suspend, discharge, transfer and relieve employees from duty because of lack of work, poor performance, violation of the Employer's policies, lack of funds, or other legitimate economic or business reason;
- d. Determine whether there is a vacancy in any job classifications covered by the Agreement and if and when any such vacancy should be filled, provided every vacant regular maintenance position shall be posted;
- e. Determine the location of business or place of work;
- f. Change or eliminate existing methods of operation, equipment or facilities;
- g. The determination of the organizational structure;
- h. The selection of employees for promotion to positions within and out of the work unit in accordance with Article 7 of this Agreement;
- i. The maintenance of discipline and control and the use of the Employer's property;
- j. The right to establish verifiable standards and measures of the quality and quantity of work produced by employees;
- k. The scheduling of operations including establishment of the work week, the number of shifts, and normal working hours;

- l. The right to require employees to obtain additional education and training as deemed necessary to ensure satisfactory performance (Employer agrees to pay for such required training/education in accordance with Article XXI 21);
- m. The right to establish posted smoking and non-smoking work area;
- n. The right to require counseling and/or medical treatment as a condition of continued employment for employees determined to have social, mental or physical disorders (I.e. alcoholism, drug addiction, severe depression, etc.).

It is further agreed that the above-detailed enumerations of management rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated.

#### ***Section 4.02 - Sub-contracting***

The Union agrees that the Employer retains the right to sub-contract routine and non-routine maintenance and repair and improvement projects as it desires, provided that such sub-contracting does not result in the layoff or permanent reduction in the number of employees within the work unit. The Union further agrees that the Employer has the sole discretion whether to contract work or hire employees to service and maintain new developments.

### **ARTICLE 5 - WORK WEEK, HOURS OF WORK, EXTRA HOURS AND EMERGENCY CALLOUT PROVISIONS**

#### ***Section 5.01 - Regular Work Week***

The regular work week during the term of this Agreement shall consist of forty (40) hours of work. The work week shall start Monday at 8:00 a.m. and end on the following Monday at 7:59 a.m. The normally scheduled work week shall be Monday thru Friday. However, this does not preclude the Employer from temporarily establishing a work week that includes Saturday and Sunday hours, provided that a minimum of two (2) consecutive days off from work shall be

scheduled in each seven (7) day period. Such a change in the normal work week shall not last for more than thirty (30) consecutive days.

### ***Section 5.02 - Regular Work Day***

The regular work day shall begin at 8:00 a.m. and shall end at 4:30 p.m., however, this shall not preclude the Employer from temporarily establishing a work day that varies from the regular work day by not more than two hours. For example, the Employer may, at its discretion, establish work shifts that start as early as 6:00 a.m. or as late as 10:00 a.m. and end as early as 2:30 p.m. or as late as 6:30 p.m. Such a change in the regular work day shall not last for more than thirty (30) consecutive days. The work day can be temporarily changed beyond the two hour limitation with the mutual consent and agreement of the Employer and the union

Consistent with these guidelines each employee may be assigned a non-staggered work day that includes eight and one half (8.5) hours, split only by a lunch period. The approved lunch period consists of one half (1/2) hour without pay. Lunch periods on regular work days (8:00 a.m. - 4:30 p.m.) must be started and concluded between 12:00 noon and 1:00 p.m., unless approved in advance by the department director.

The Employer reserves the right to postpone an employee's lunch break for up to two (2) hours in case of emergency situations as declared by the department director.

### ***Section 5.03 - Hours Worked in Excess of Normal Schedule***

The Employer reserves the right to require employees to work hours over and above those regularly scheduled when conditions warrant. The final decision whether overtime work is necessary remains at the sole discretion of the Employer.

When additional hours are required, the Employer agrees to first ask for volunteers. If more employees volunteer than are needed, the employee with the most seniority shall be selected. If not enough employees volunteer, the Employer agrees to select employees for

extra work according to reverse seniority (the employee with the least seniority shall be selected).

When used for the purpose of selecting employees for extra work, the Union agrees that seniority considerations will be limited to the employees assigned to the location where the extra hours are required.

The Employer agrees to pay employees for hours worked in excess of the normal work schedule at the rate of one and one half (1 ½) hours for each hour actually worked in excess of forty (40) per week. The use of all forms of leave, with or without pay (i.e. vacation, personal days, unauthorized absence, etc.), shall not be included in the computation of extra hours worked.

The Employer agrees to compensate employees at the rate of one and a half (1 ½) times the regular hourly rate for each hour worked on the holidays declared in this Agreement. This is in addition to payment for the holiday as outlined in Section 9.03.

The Employer agrees to provide employees a one half (1/2) hour paid break for every four hours of extra work.

#### ***Section 5.04 - Emergency Callout Provisions***

The Union recognizes the Employer's obligation to protect the safety of residents by arranging for stand by emergency services. Employees shall be required to provide this stand by emergency service for two work weeks at a time (as defined in Article 5 Section 5.01) and shall be assigned in the following manner:

1. Specialized emergency service will be reserved for special skills, such as sewer machine and HVAC, and will be assigned at the employer's discretion.
2. Other emergency services will be shared on a rotational basis.

3. Every six months, employees interested in participating in the rotation will be able to sign up on a sheet posted by the Department Director. Employees who have signed up for the rotation will be used in the assignment rotation subject to the employer's determination of qualification.
4. If there are not enough volunteers to cover the rotation, management can mandate a two week assignment to qualified bargaining unit employees in order of reverse seniority.

Assigned employees will be compensated in the amount of \$70.00 per work week for remaining on call effective with the pay period. Employees on emergency call shall be required to carry a cell phone during the assigned week. It shall be the assigned employee's responsibility to ensure that the cell phone is in proper working condition. The Employer shall post monthly schedules indicating the week of stand by emergency service to be served by each employee. The employee assigned is responsible for coverage, which includes remaining within the call out capability of the cell phone. If during the period an employee is assigned to emergency service duty, personal or emergency circumstances prevail that prevent the employee from providing emergency coverage, it shall be the responsibility of the employee to secure a relief person to ensure that coverage is provided and inform the Supervisor of the change. The intent is to provide a procedure to be used to arrange for coverage when genuine emergency situations (i.e. personal illness, family emergency, etc.) occur that prevent an employee from responding. Employees can submit requests for a change in the posted schedule to the Supervisor but must do so at least one full week before their emergency service week is scheduled to begin. Requests for a change in the stand by emergency schedule will only be approved when extraordinary circumstances prevail.



The Employer will provide all employees with a revised list of "Emergency Service Guidelines." The purpose of the guidelines will be to identify the types of request that constitute an emergency situation.

Upon being called by the answering service, the employee shall respond as soon as possible (the standard is within 10 minutes of being called) by contacting the answering service. The Employee shall discuss the situation with the answering service personnel to determine if an emergency situation exists based on the Employer's Emergency Service Guidelines.

If it is clear that an emergency does not exist, the employee is to notify the tenant that there will be no emergency response.

If, through discussion with the answering service personnel, it is not certain whether or not the situation constitutes an emergency, the employee is to contact the tenant directly to accurately determine if an emergency situation exists. If the condition is not considered an emergency, the employee is to notify the tenant there will be no emergency response.

If it is determined from conversations with the answering service personnel and/or the tenant that an emergency does exist the employee is to respond. Once at the scene, if it is verified that an emergency exists, the employee is to perform the work and will be compensated at a rate of time-and-a-half (1 ½) for the actual number of hours worked (rounded to the nearest ¼ hour). If, after arriving at the scene, it is determined that there is no emergency, the employee shall inform the tenant that the work will not be performed, but will receive a "show-up" fee equal to one hour at the appropriate overtime rate.

The employee must properly complete the emergency service report and obtain the tenant's signature in order to receive payment for emergency services performed. The only exception to this policy shall be in a situation where the tenant arbitrarily refuses to sign emergency service report. In this instance the employee will be paid, provided the tenant's

request for emergency service is documented by the Employer's answering service and department director is made aware of the situation the next work day and has an opportunity to discuss situation with the tenant involved.

In the event that an employee responds to a request for emergency service and upon arrival determines that the situation requires additional manpower, the employee shall contact their supervisor to inform them of the situation. Only supervisory personnel shall have the authority to call-out additional manpower.

In extraordinary situations (fire, heavy rain or snow, tornado) when additional manpower is needed, all maintenance employees are required to respond if contact is made, unless prohibited by extenuating personal circumstances. Employees shall be paid at the appropriate overtime rate for the actual number of hours of work performed.

Employees who fail to perform emergency services as outlined in this article shall be subject to discipline.

## **ARTICLE 6 – INITIAL EVALUATIVE PERIOD**

### ***Section 6.01 - Initial Evaluative Conditions For New Hires***

Employees appointed to a regular budgeted position by the Employer shall be required to serve an initial evaluation period. In this instance, the purpose of the initial evaluation period is to provide the employee with an opportunity to learn to perform the job tasks, complete the educational requirements of the position and demonstrate satisfactory work habits.

Employees placed on initial evaluation status upon initial hiring will receive 90% of the salary rate established for the position they occupy.

Upon hire the minimum initial evaluation period for employees with at least six (6) months prior SCCHA work experience, including both temporary and regular status, shall be ninety (90) days.

The minimum initial evaluation period for employees with no or less than six (6) months prior SCCHA work experience shall be six (6) months.

Initial evaluation periods may be extended for one like term when an employee fails to perform the required job tasks to the satisfaction of the Employer and/or complete required education/training.

The final decision concerning the successful completion of an initial evaluation period rests with the Employer.

#### ***Section 6.02 - Evaluative Conditions For Employees With Unsatisfactory Performance***

Employees may also be placed on evaluation status by the Employer as a result of an unsatisfactory performance evaluation completed in accordance with Article 24. In this instance, the purpose of the evaluation period is to give the employee formal notice that the job performance is not satisfactory, advise them on how to correct their behavior and to provide them with a specified time period in which to improve their performance.

Employees placed on evaluation status as a result of poor performance shall continue to receive 100% of the salary rate for the position they occupy.

The maximum evaluation period for an Employee placed on evaluation status because of poor performance shall be three (3) months. If the Employee's performance does not improve to the minimum satisfactory level required by the end of the three month evaluation period, the Employee shall be subject to demotion or dismissal.

The final decision concerning the successful completion of an evaluation period rests with the Employer, but is subject to grievance.

### ***Section 6.03 - Eligibility For Fringe Benefits***

Employees hired to regular budgeted positions shall be eligible for fringe benefits, including eligibility for uniforms and participation in the Employer's health insurance and retirement programs, immediately upon employment. Vacation and sick leave will start accumulating with the date of hire.

## **ARTICLE 7 - SENIORITY**

### ***Section 7.01 - Effective Date***

Seniority refers to the length of service with the Employer. Seniority shall start accumulating on the date of hire by the Employer to a regular budgeted position and shall continue until employment is terminated for any reason including resignation or discharge. Seniority is retained during approved leaves of absence. If a terminated employee is rehired, they shall be considered a new employee and start accumulating seniority from the most recent date of hire.

The Employer agrees to compile and maintain a "Seniority List" containing the date of hire for all present and future employees.

### ***Section 7.02 - Promotional Considerations***

The Employer agrees to consider seniority along with employee qualifications, past work performance and disciplinary record when making promotional decisions within the work unit. If employees of equal qualifications, including similar job-related educational achievements and similar performance and disciplinary records, apply for a position the employee with the most

seniority will be given preference. The final decision concerning the qualifications of applicants for promotion rests with the Employer.

### ***Section 7.03 - Reduction in Hours, Layoffs, Terminations and Recalls***

When circumstances occur that are beyond the Employer's control (i.e. reduced federal subsidy, changes in HUD regulations, etc.) that warrant a reduction in number of hours worked or a temporary (layoff) or permanent (termination) reduction in force, the Employer agrees to conduct such activities according to a seniority basis. If it is necessary to reduce the number of hours worked, employees shall be selected for reduced hours according to reverse seniority. If an employee's hours are reduced by eight (8) hours per week or more for more than three months, then they shall be considered a part-time employee and subject to the terms and conditions of part-time employees.

If an employee is changed from full-time to part-time status the employee shall have the option of selecting to be laid off. If an employee chooses to be laid off instead of accepting part-time employment, the employee forfeits their recall rights. An employee that accepts part-time employment shall be the first to return to full-time status when available, specifically prior to any new employee being hired for full-time employment.

Temporary (layoff) or permanent (termination) reductions in force shall be implemented according to a system-wide reverse seniority basis. Recalls shall be made on a seniority basis.

If layoffs or terminations occur, the Employer agrees to provide all Maintenance Contractors with whom it does business with a list containing the names and a description of the experience and qualifications of the employees affected, for the purpose of serving as a potential employment source.

### ***Section 7.04 - Temporary Out-of-Bargaining-Unit Assignments***

If an employee of the bargaining unit accepts an Employer's offer to serve in any other position not covered by this agreement, the employee shall temporarily withdraw from the Union and shall not accumulate seniority during the term of the assignment to the non-bargaining-unit position.

## **ARTICLE 8 - TEMPORARY MANPOWER PROGRAMS**

### ***Section 8.01 - Temporary Appointments***

The Union recognizes the Employer's legitimate and sporadic need for additional temporary manpower and, therefore, agrees to cooperate with the Employer when it becomes necessary for the efficient operation of the Employer's property to hire Casual/Temporary and/or Craft labor. The Employer agrees to hire craft labor and make such temporary appointment only as needed. Temporary appointments made after the effective date of this Agreement shall be subject to the following conditions:

- a. Hired at the discretion of the Executive Director;
- b. Initial employment term no greater than three (3) months;
- c. No more than 3 consecutive quarterly extensions, except as provided below, and;
- d. Except as provided by law, no fringe benefits. When a temporary employee is filling a vacancy that exists in a regular budgeted position, whether the vacancy has occurred due to an approved leave of absence or termination of another employee, the term of the temporary appointment will be no longer than twelve (12) months. The 12-month limitation shall not apply to temporary assignments resulting from the absence of a regular employee due to a work related injury.

**Section 8.02 - Manpower Programs**

The Union recognizes the Employer's commitment to provide employment training and guidance to disadvantaged residents of the communities served and, therefore, agrees to cooperate with the Employer in the administration of various employment training programs sponsored by the St. Clair County Intergovernmental Grants Department (IGD), the Illinois Department of Public Aid (IDPA) and other public, private or not for profit agencies including school districts.

The Employer agrees that such manpower programs will not be used for the purpose of laying off or terminating employees within the work unit.

**ARTICLE 9 - PAID TIME OFF**

**Section 9.01 - Vacations**

The Employer agrees to provide all full-time regular employees that have completed at least one year of service vacation days to be accumulated according to the following schedule:

1 to 4 years of service	10 days per year
5 to 9 years of service	15 days per year
10 or more years of service	20 days per year

Vacation requests for more than three consecutive days must be submitted at least fourteen (14) work days prior to the effective date of the proposed vacation period, except in emergency situations and when vacation time is requested because of verifiable medical illness and the employee has exhausted all other forms of paid leave.

The Employer retains the right to reject or postpone approval of vacation requests when warranted by the work load.

When multiple requests for vacation for the same time period are received, the request submitted by the employee with the most seniority within the work site will be given preference.

Vacation leave may not be used in less than one (1) hour segments.

Vacation leave may be accumulated to a maximum of thirty (30) days.

Upon termination, an employee shall be paid for all vacation leave accumulated as of their most recent anniversary date but not used, unless termination is due to voluntary resignation and the Employer is given less than a one week notice. The Employer may retain the employee's vacation pay check until such time that all of the Employer's property has been returned, including identification badge, insurance cards, keys, etc.

### ***Section 9.02 - Sick Days***

The Union and the Employees recognize the Employer's right and need to be informed about the circumstances resulting in an Employee's absence from work and acknowledge that it is the Employee's responsibility to inform the Employer regarding the same.

The Employer agrees to provide all full-time regular/evaluation Employees with a total of twelve (12) sick days per year. Sick days are accumulated at a rate of one (1) per calendar month. Maximum accumulation is 60 days or 480 hours. Sick leave may not be used in less than a one (1) hour segment and will be adjusted to nearest hour thereafter. There shall be no payment for unused sick leave upon termination.

To be eligible for sick pay, Employees must comply with the following guidelines:

Employees are required to notify the Supervisor of Maintenance every work day in which they are to be absent if they are physically able to do so. The only exception being instances in which the Employee is hospitalized or has submitted a physician's statement indicating an estimated date of return.



For absences that continue for three consecutive days or longer, the Employee may be required upon their return to submit a physician's statement that indicates: the dates the Employee was under their care, the nature of the illness/condition, and that the Employee was unable to work but is now fit for duty and fully capable of performing their job tasks.

For absences that exceed five (5) consecutive days, the Employee or their designee may be required by the eighth (8<sup>th</sup>) day to submit to the Supervisor of Maintenance a physician's statement specifying: the Employee is under their care, the nature of the illness/condition, that the Employee is not able to work, and an estimated date of return or at least a minimum period of absence. An updated statement is necessary each time the estimated date of return or minimum absence period lapses. A physician's statement as described in the previous paragraph is also required upon the Employee's return.

### ***Section 9.03 – Holidays***

The following days shall be considered as paid holidays and observed either on the day they fall or according to local practice:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving (Thursday and Friday)
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	

Holiday pay is accumulated at a rate of one half (1/2) the hours an employee works or is paid for the work day immediately preceding and following the holiday, up to a maximum of 8 hours per day.

### **Section 9.04 - Bereavement Leave**

The Employer agrees to provide all full-time regular employees a maximum of three days funeral leave with full pay upon approval of the Executive Director or his designee in the event of a death involving a member of the employee's immediate family. Immediate family is defined to include:

Mother	Son
Father	Daughter
Mother-in-law (Current)	Sister
Father-in-law (Current)	Brother
Wife	Grandmother
Husband	Grandfather

One day funeral leave with full pay shall be granted by the Executive Director or his designee for the death of a brother-in-law (current), sister-in-law (current), uncle or aunt (not in-law). In an effort to assist in the verification of the relationship between the Employee and the deceased, the Employee may be required to submit a copy of the deceased's obituary or funeral program to be eligible for paid funeral leave. Funeral leave will not be granted for any other relative or friend. Employees may request the use of other forms of paid leave to attend the funeral of a friend or other relative.

### **Section 9.05 - Jury Duty**

The Employer agrees to provide employees paid time off to serve as summoned jurors. The Employee must reimburse the Employer for any compensation received from other sources for such duty, except for mileage reimbursement.

The employer's responsibility for paid time off to serve shall not exceed 10 working days per calendar year.

Employees summoned for witness duty related to matters involving the Employer's business shall be paid at their regular rate.

Employees may request the use of other forms of paid leave to participate in judicial matters or legal proceedings not specifically stated in this section.

#### ***Section 9.06 – Personal Leave***

The employer agrees to provide employees with three (3) personal leave days per year (Posted the first pay period of each calendar year). Personal leave days must be used within the year they are accrued and are not eligible for conversion to monetary payment upon termination, voluntary or otherwise.

### **ARTICLE 10 - NON-PAID LEAVE**

#### ***Section 10.01 - Leaves With Out Pay***

The Executive Director may grant a Leave of Absence without pay for a period up to six (6) months based on illness, verified by a physician's statement, or other good reason. A request for an additional six (6) month period may be authorized by the Board of Commissioners for verifiable illness only.

The Employer reserves the right to require a medical examination and verification from a designated doctor prior to approval of such request.

#### ***Section 10.02 - Special Conditions Leaves With Out Pay***

Employees on non-pay status are subject to the following conditions:

- a. They must pay 100% of the cost of the monthly premium for group medical insurance during their absence;
- b. No vacation or sick leave will accrue from the date of the approved leave.

- c. They will remain eligible for pension benefits, and;
- d. They will retain their seniority rights.

### ***Section 10.03 - Unauthorized Leaves***

Employees absent from the work site without proper authorization or approval shall be considered on unauthorized leave without pay. Unauthorized leave without pay is sufficient cause for disciplinary action.

### ***Section 10.04 - Absence Due to Work Related Injury***

Employees who are absent due to injuries sustained at work and are receiving worker's compensation benefits shall continue to receive service credit and IMRF benefits (i.e. seniority) throughout the full term of authorized absence. The employee shall remain eligible for a continuation of health insurance benefits for a period not to exceed one year coinciding with approved worker's compensation leave.

The employee shall continue to accrue vacation and sick leave benefits for a period not to exceed 3 months coinciding with approved worker's compensation leave.

If the worker's compensation benefits cease and the employee remains absent from work, they must use available sick leave in accordance with Section 9.02 or request an approved leave of absence according to Section 10.01. If the worker's compensation benefits have ceased, but the Employee has not returned to work, the employment arrangement shall terminate.

### ***Section 10.05 - Absence Due to Temporary Disability***

Employees who are absent due to disabilities sustained other than work related and recognized and approved as a Temporary Disability by IMRF will remain eligible for continuation of health insurance benefits for a period not to exceed six (6) months, commencing thirty (30) days after the IMRF recognized date of disability. Thirty (30) days after the disability the

employee must be on a non-pay status to receive IMRF compensation and vacation and sick leave can accrue for a period not to exceed three (3) months from that time. They shall continue to receive service credit and IMRF benefits as long as they are on IMRF Temporary Disability.

## **ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURES**

### ***Section 11.01- Procedural Steps***

A grievance is defined as any complaint or dispute between the employee and the Employer, regarding the meaning, interpretation or application of the policies of the Employer or the contract between the Employer and the Union, or with regard to their application and execution of work responsibilities. After Step 1 all grievances shall be reduced to writing and state the specific policy or contract violation, a concise statement of the grievance, the date of the alleged violation and the relief requested.

**Step 1 - Designated Supervisor** When an employee has a potential grievance they shall with or without the Steward, or another bargaining unit member if a Steward is not available, present the grievance to the supervisor within ten (10) calendar days from the date the employee became aware of the occurrence. The parties will meet and discuss the grievance within seven (7) days after the grievance was presented, the Steward may be present. Within five (5) calendar days, of the meeting, the Supervisor shall give a written response.

**Step 2 - Department Director** . In the event the grievance is not resolved at Step 1, it shall be reduced to writing and presented to the Department Director or their designee within seven (7) days of the written response or the date the response should have been received at

Step 1. Within seven (7) days after the grievance has been presented the Administrator shall meet with the grievant and the Shop Steward to discuss the grievance. Within five (5) days of the meeting the Administrator shall render a written response to the grievant.

**Step 3 – Employer Official.** If the grievance remains unresolved it shall be presented to the Union Office, within seven (7) calendar days of receipt of the answer or the date the response should have been received. The Union Office shall then request a meeting with the Executive Director within seven (7) days of receipt of the grievance and the Union and the Director shall then set a mutually agreeable date to meet. The Director shall then meet with the Union Representative, the Shop Steward and the grievant to discuss the grievance. Within ten (10) days of the meeting the Director shall forward a response to the Union Office.

**Step 4 – Arbitration.** If the grievance remains unresolved either party may request arbitration within thirty (30) days of the response or the date the response should have been received. The Employer and the Union shall try and agree to an Arbitrator, if they cannot agree then the requesting party shall send for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Services (FMCS). The parties shall then alternately strike names from the list until one name remains. The panel in its entirety may be rejected by either party one time.

Any expenses connected with the arbitration shall be borne equally by both the Union and the Employer, except each party shall bear the cost of presenting its own case. The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall not have the power to negotiate new agreements nor change the provisions of this agreement.

A grievance in the interest of a group of employees in the bargaining unit shall be reduced to writing by the Union and shall enter the grievance procedure at Step 3 and proceed in the time limits set forth therein.

Time limits may be extended in writing by either party.

***Section 11.02 - Employees On Evaluation Status Excluded***

Employees that are serving evaluation periods upon initial hire shall have no right to grievance during the evaluation term.

**ARTICLE 12 - SAFETY COMMITTEE**

***Section 12.01 - Composition of Committee***

The Employer and Union agree to establish a joint safety committee consisting of an equal number of Union Representatives, non-supervisory non-union employees, and supervisory personnel.

The purpose of the committee shall be to identify and to make recommendations concerning the best method of correcting unsafe, hazardous and dangerous conditions. The Employer agrees to make every effort to correct such conditions.

The committee shall meet at least once each month on regular paid status at a date, time and location convenient to all members.

**ARTICLE 13 - CREDIT UNION DEDUCTIONS**

***Section 13.01 - Credit Union***

The Employer agrees to provide Employees covered under this agreement with the same Credit Union privileges provided to non-union employees.

**ARTICLE 14 - STATEMENT OF DISCIPLINARY POLICY**

***Section 14.01 - Discipline For Cause***

The Employer agrees to suspend, demote, discharge and otherwise discipline employees only for just cause.

**Section 14.02 - Violations of Standard of Conduct and Work Rules Subject to**

**Discipline**

The Employer shall discipline when the following violations of standards of conduct or work rules occur:

- a. Employee fails to report to work at the scheduled time and work site or fails to start work at scheduled time in a clean and presentable uniform and with the required set of hand tools.
- b. Employee fails to remain "on the job" (actually working) during the full time of their regular assignment, except for the scheduled lunch period and unscheduled emergency absences when they occur in accordance with Article 22 .
- c. Gambling on premises.
- d. Employee fails to notify Employer of change of address or home telephone number within five (5) working days of the effective date of such a change.
- e. Employee fails to give Employer notice of late arrival (tardiness) or unscheduled absence as specified in Article 22
- f. Repeated use of obscene and/or abusive language, gestures or actions.
- g. Failure to be courteous and respectful to fellow employees, supervisors, tenants and the general public. Supervisors shall treat employees in similar manner.
- h. Employee failure to make every effort to keep the exterior grounds, shop areas, and mobile equipment clean and presentable at all times.
- i. Employee establishes a record of excessive tardiness and/or absenteeism.
- j. Personal use of Employer vehicles, tools, equipment, materials, supplies, without the Employer's prior permission.



- k. Failure to provide emergency service in accordance with the terms of this Agreement.
- l. Failure to inform friends, residents, acquaintances, relatives or any other unauthorized person(s) that they are not allowed to loiter in the shop or assigned work area and/or failure to advise Supervisor of any person that refuses to leave the work area after such notification is given.
- m. Employee's failure to meet established work standards.
- n. Punching another employee's time card for any reason.
- o. Employee's refusal to use personal vehicle for Employer's use when directed.
- p. Employee's failure to properly complete and submit on a timely basis all required reports.
- q. Leaving the assigned work site while on duty without the prior permission of the Employer.
- r. Employee carelessness or negligence that results in minor (less than \$100) property damage.
- s. Deliberate provocation of another employee, supervisor, resident or any other individual on the work premises.
- t. Reporting to work while intoxicated or under the influence of any alcoholic beverage.
- u. Reporting to work while under the influence of drugs, narcotics or any other controlled or illegal substance.

***Section 14.03 - Violations of Standards of Conduct or Work Rules Subject to Immediate Suspension or Dismissal***

The Union and Employees agree that the Employer has the right to immediately discharge or suspend without pay for three (3) working days or longer without prior warning any employee found committing the following violations of standards of conduct or work rules:

- a. Practice of immoral, indecent, or violent conduct on the Employer's premises or at an Employer sponsored event.
- b. Consuming any alcoholic beverage while on the Employer's premises, except as provided in Section 23.01.
- c. Having possession of, taking or using of drugs, narcotics or any other controlled or illegal substance while on the Employer's premises.
- d. Proven theft and/or dishonesty, including making false statements verbally or in writing to the Employer, or proven collusion involving the same.
- e. Employee carelessness or negligence that results or has the potential for resulting in serious bodily harm or substantial (more than \$100) property damage.
- f. Fighting on Employer's premises (aggressor only).
- g. Falsifying work or attendance records or making meaningful misrepresentations on their employment application form.
- h. Carrying or possessing on the premises of the Employer any dangerous weapons such as, but not limited to, firearms, explosives and knives having a blade of two and a quarter (2 ¼) inches or more of such type that could cause bodily injury such as a switch blade type, other than an ordinary pocket type
- i. Permitting unauthorized riders in Employer's trucks or other vehicles.
- j. Refusal to allow Supervisor to examine any parcels taken out of the Employer's premises.
- k. Unreasonable refusal to perform immediately a direct assignment of work by their supervisor.

- l. Intentional destruction or willful neglect that results in the destruction of property belonging to either the Employer, another Employee, a resident, a contractor or any other property owner if the Employer is thereby exposed to liability because of such action.
- m. Sleeping during regular working hours.
- n. Loss of driver's license, or notification by the Employer's automobile insurance carrier that the Employee's driving record is so poor that he represents an "unwarranted" and/or "excessive" risk.
- o. Deliberate non-compliance with established safety rules.

When employees are determined to have violated the standards of conduct and work rules stated in this section, the Employer has the sole discretion of deciding whether to discharge or suspend without pay the employee involved.

#### ***Section 14.04 - Non-Exclusive***

It is further agreed that the above-detailed enumerations of violations of standards of conduct or work rules shall in no way be deemed to prohibit the Employer from disciplining employees determined in violation of standards of conduct or work rules that have not been specifically enumerated.

#### ***Section 14.05 - Time Limitations***

Disciplinary action in the form of a verbal or written warning shall remain in the employee's personnel file. Should no other discipline for the same violation occur, the warning shall remain in the file, but can no longer be built upon after the first year.

Disciplinary action in the form of a suspension for reasons other than those noted in Section 14.3 above shall remain in the employee's personnel file. Should no other discipline for

the same violation occur, the suspension shall remain in the file but can no longer be built upon after three years.

## **ARTICLE 15 - STRIKES, WORK SLOW DOWNS AND PICKETING**

### ***Section 15.01 - Strikes, Work Slow Downs, and/or Boycotts***

As required by Illinois State Law, the Union and its members agree that during the term of this Agreement there shall be no strike, work stoppage, slowdown, boycott or any other interruption of work by any or all employees of the Employer covered by this Agreement.

### ***Section 15.02 - Lockouts***

The Employer agrees that there shall be no lockouts during the term of this Agreement.

### ***Section 15.03 - Picketing***

The Union and its members agree that in the event they desire to establish "informational picket" lines, they shall limit this activity to only those job site locations where a bargaining unit employee has performed work during the most recent fifteen (15) day period. The Union and its members further agree to comply with all U.S. Department of Labor rules and regulations governing picketing.

### ***Section 15.04 - Union Compliance***

The Union agrees that it will not encourage or approve any strike, slowdown, boycott, any other interruption of work or picketing at locations other than those covered under the terms of this Agreement. Furthermore, the Union will actively discourage any such strike, job action or unauthorized picketing and will promptly notify the employees engaged in such activity that they are in violation of this Agreement and direct them to cease such activity and resume their normal work.

***Section 15.05 - Employee Violations***

The Union and its members agree that any employee determined by the Employer to have participated in, supported or condoned such an illegal strike, unauthorized job action and/or picketing shall be subject to discipline, including immediate discharge.

**ARTICLE 16 - SEPARABILITY**

***Section 16.01 - Separability***

Nothing in this Agreement shall be construed to require either of the parties to act contrary to any applicable State or Federal Law. If any such condition arises, it is agreed that this Agreement shall be deemed modified in respect to either or both parties to the extent necessary to comply with the law.

**ARTICLE 17 - HEALTH AND WELFARE**

***Section 17.01 - Benefits and Costs***

The Employer agrees to provide Employees covered under this Agreement with the same group health, life, and prescription drug card coverages provided to non-union Employees.

***Section 17.02 - HUD Policy Changes***

The Employer reserves the right to make modifications in the coverage provided or the distribution of costs as required by the Department of Housing and Urban Development.

## **ARTICLE 18 - PENSION PLAN**

### ***Section 18.01 - Pension Plan***

The Employer agrees to provide all employees covered by this Agreement with the same benefits provided to non-union employees.

## **ARTICLE 19 TOOLS, EQUIPMENT AND UNIFORMS**

### ***Section 19.01 - Tools***

All employees covered by this Agreement agree to furnish such tools and equipment as may be reasonably required to perform job related duties. The Employee is fully responsible for the maintenance and upkeep of these tools and is expected to have all tools readily available for use during work hours. The current tool requirement includes:

Hammer with Claw

Screwdriver: Flat Tip & Phillips Tip

Channel Lock Pliers 12" Min.

Adjustable Wrench 10" Min.

Flashlight

Toolbox & Tool Pouch with Belt

Pipe Wrench 14" Min.

Allen Wrenches

Nut Driver Set 3/16" through 1/2"

Long Nose Pliers

Diagonal Cutter Pliers

Hacksaw

Hand wood Saw

Drywall Saw-6" (Key Hole Type)

Flat Pry Bar

Chalk Line

Measuring Tape

Level

Combination Square

Steel File

Screen Spine Roller

Tubing Cutter

Multipurpose Tin Snips

Caulk Gun

Putty Knife 3"

Utility Knife

Wood Chisel

Cold Chisel for Steel

Faucet Wrench

Multi Meter

Drop Light

Extension Cord 25' 14/3 Gauge Min.

Floor Tile trowel Med. Groove

Drywall Taping Knives 4", 6" & 10"

Drywall Pan

The Employer has the right to make additions to the required tools list as necessary for the efficient completion of an employee's assigned job tasks. The Employer agrees that in the event a new employee does not own some of the required tools they may be purchased through the Employer's Maintenance Director or Supervisor and arrange for payment of the tools through payroll deduction not to exceed eight pay periods.

If a required tool owned by an Employee is broken or damaged while in use on the job, the Employer agrees to reimburse the Employee the replacement cost of the tool, subject to a maximum of \$30.00 per tool. To be eligible for reimbursement, the employee must: document that the tool was being used for job related purposes during work hours (verified by work order, service report, etc.); report the loss to the department director during the work day the loss occurred (except when loss occurred during emergency call out and then it must be reported the morning of the next scheduled work day); and the broken tool must be turned into the Department director.

### ***Section 19.02 – Uniforms***

The Employer agrees to provide all the Employees covered under this Agreement with a total of three sets of uniforms upon the date of hire and annually on or around July 1<sup>st</sup>. If the

date of hire occurred within a six (6) month period preceding July 1<sup>st</sup>, it will be at the Employer's discretion to issue again on July 1<sup>st</sup>.

The uniform shall normally consist of the following but can vary upon the employer's discretion and after considering the employee's needs:

- a. three (3) pairs of pants (long or short)
- b. three (3) shirts
- c. one (1) summer hat
- d. one (1) winter hat

The Employer also agrees to provide 2 sets of coveralls (1 winter and 1 summer) upon date of hire and as needed thereafter.

The Employer agrees to provide a lifting harness for each employee. The lifting harness is a required part of the uniform when the employee is lifting or is assisting in lifting anything weighing in excess of 35 pounds. Employees are required to report to work each day in a complete uniform to include safety shoes, or shall be subject to disciplinary action. Employees are responsible for maintaining uniforms in clean and presentable condition. Replacement of uniforms or parts thereof because of excessive wear and tear will be at the Employer's expense.

The Employer agrees to pay \$50.00 annually on or around July 1, for the expressed purpose of purchasing a safety shoe or boot to be worn at all times as part of their required uniform.

The Employer agrees to have available four (4) sets of rain outfits and rubber shoes or boots for use by specific work groups. The type of work assignment and safety factor will dictate their use. The Employer agrees to supply disposable coveralls to use when needed.



***Section 19.03 - Identification Badges***

The Employer retains the right to require the Employees covered by this Agreement to wear identification badges supplied by the Employer.

**ARTICLE 20 POSITIONS COVERED, IMPLEMENTATION OF NEW JOB CLASSIFICATIONS, JOB DUTIES AND WAGE RATES**

***Section 20.01 - Positions Covered***

The Employer and Union agree that the positions covered by this Agreement shall specifically include:

Maintenance Serviceman

Maintenance II

Maintenance Specialist

***Section 20.02 - Job Requirements and Qualifications For Employees Hired After the Effective Date of this Agreement***

***Section 20.02.1***

Employees appointed to the position of Maintenance Serviceman shall be required to serve an evaluation period subject to a duration and other specific conditions as discussed in Article 6 of this Agreement.

An Employee appointed as a Maintenance Serviceman must obtain a satisfactory performance evaluation rating pursuant to Article 24.

If the above requirements are satisfactorily completed by the end of the evaluation period, the Employee will be promoted to regular status with a full 100% pay rate.

***Section 20.02.2***

### **Maintenance II Requirements and Qualifications**

To be eligible for a Maintenance II position the employee will have been in a Maintenance Serviceman position for three (3) years.

### **General Conditions**

Employees appointed as Maintenance Serviceman positions shall be eligible for overtime privileges, subject to the Employer's discretion and consistent with the terms of this agreement, and may be eligible to participate in the emergency work rotation schedule.

### **Section 20.02.3**

#### **Requirements and Qualifications to be Completed During the Evaluation Period**

Employees appointed to the position of Maintenance Specialist shall be required to serve an evaluation period subject to a duration and specific terms and conditions as discussed in Article 6 of this Agreement.

An Employee appointed as Maintenance Specialist must obtain a satisfactory performance evaluation rating pursuant to Article 24.

### **Continuing Education Requirements**

Employees that serve as Maintenance Specialists may be required to update or enhance their skills through successful completion of job related courses or vocational training programs designated by the employer.

### **General Conditions**

Employees that serve as Maintenance Specialists shall be eligible for overtime privileges, subject to the Employer's discretion and consistent with the terms of this Agreement, and may be required to participate in the emergency work rotation schedule.

**Section 20.03 - Established Wage Rates**

The Employer is required by the Department of Housing and Urban Development to complete annually a survey of local private and public employers to determine the prevailing maintenance wage rates paid in the local area. The Employer agrees to allow the Union the opportunity to provide data and other information so that it shall have an adequate opportunity to make known its position on the wage survey. The results of the wage survey shall, when acknowledged by the Union, be the basis for the proposed wage rates for the employees covered by this Agreement. Final approval of wage rates paid for the maintenance positions covered under this Agreement shall rest with the Department of Housing and Urban Development.

The wage rates approved for the term of this agreement are as follows:

Maintenance Serviceman	\$16.81 per hour
Maintenance II	\$17.27 per hour
Maintenance Specialist with three years service credit in position	\$23.32 per hour
Maintenance Specialist with less than three years service credit in position	\$22.47 per hour.

**ARTICLE 21 - EDUCATION AND TRAINING, REQUIRED AND ELECTIVE**

**Section 21.01 - Required Education**

Required education consists of job qualifications or requirements as specified in the written job descriptions or hiring documents.

Expenses for required education are paid in full and in advance by the Employer, including tuition, books and registration, subject to approval by the Employer. The Employer shall pay for the cost of required education only once. If an employee fails to satisfactorily

complete the required course upon the first attempt, subsequent enrollments in the same course shall be at the Employee's expense.

### ***Section 21.02 - Elective Education***

Elective education consists of job-related courses taken from accredited institutions.

Employees may be reimbursed for expenses, including registration, tuition, and books, involved in successfully completing job-related education.

Elective education expenses must be approved in advance by the Employer.

### ***Section 21.03 - Required Training***

Required training consists of job qualifications or requirements as specified in job descriptions or those determined necessary by the Employer to ensure proper performance.

Expenses for required training, including registration, tuition and books are paid in full by the Employer, subject to approval by the Employer. If required training involves an overnight stay, the Employer shall pay for all reasonable and necessary travel expenses in accordance with the employer's adopted Travel Policy.

### ***Section 21.04 - Elective Training***

Elective training generally consists of a job-related, but not required, certification or specialized educational program.

Expenses involved in completing such job-related training may be considered for reimbursement by the Employer. Expenses for registration, tuition and books may be reimbursed when the training has been determined job-related by the Employer. Travel expenses involved in completing elective training are the employee's responsibility and are not eligible for reimbursement by the Employer.

**ARTICLE 22 - RECORDING ATTENDANCE, LATE ARRIVALS,  
UNSCHEDULED ABSENCES, EMERGENCY DEPARTURES AND THE  
NOTIFICATION PROCESS**

***Section 22.01 - Recording Attendance***

Employees are expected to report to work at their regularly scheduled starting time.

Employees are required to record their daily attendance using a time clock and time cards provided by the Employer.

Employees are required to "clock in" in the morning and to "clock out" and at the end of the scheduled work day. There shall be no writing time in on the time cards, unless approved by the Supervisor. Employees shall not clock in prior to their regularly scheduled starting time, unless so directed by the Supervisor.

Employees shall not clock out after their regularly scheduled ending time, unless so directed by Supervisor. Failure to record attendance as specified in this section shall be grounds for disciplinary action.

***Section 22.02 - Late Arrivals***

If an employee is unable to report to work within one-half (1/2) hour of their regularly scheduled starting time, they must report their tardiness to the Supervisor, except in the event of serious illness, accident or emergency that prohibits notification. Employees are required to make every reasonable effort to make or arrange for such notification within one (1) hour from their regularly scheduled starting time.

Failure to make notification, except in true emergency situations, shall result in an unexcused absence, loss of pay and shall be grounds for disciplinary action.

### ***Section 22.03 - Unscheduled Absences***

If an employee is unable to report to work for the entire day, they should report their absence to the Supervisor, preferably one (1) hour prior to their regularly scheduled starting time, but no later than one (1) hour after their start time, except in the event of serious illness, accident or emergency that prohibits such notification. In true emergency situations, employees are required to make every reasonable effort to make or arrange for such notification to be made within a reasonable time period.

Failure to make such notification, except in true emergency situations, shall result in an unexcused absence, loss of pay and shall be grounds for disciplinary action.

### ***Section 22.04 - Emergency Departures***

Employees that desire to leave work prior to the regularly scheduled ending time because of illness, family crisis or other legitimate emergency situations shall be allowed to do so, provided they notify the Supervisor prior to the departure.

Failure to provide advance notification of an emergency departure to the Supervisor shall result in an unexcused absence with loss of pay and shall be considered grounds for disciplinary action.

### ***Section 22.05 - Notification Process***

For the purpose of making notification as required in this Article, each employee shall be provided with the work and alternate phone number(s) of the appropriate supervisor(s).

## **ARTICLE 23 – SUBSTANCE USE AND/OR ABUSE**

### ***Section 23.01 - Alcoholic Beverages***

Employees are prohibited from consuming any alcoholic beverages while on the Employer's premises, except for Employer-sponsored social events attended by Employees while off-duty.

Employees are also prohibited from reporting to work intoxicated or while under the influence of alcoholic beverages.

If the Employer has reasonable cause to suspect that an employee is intoxicated or under the influence of alcoholic beverages, the Employer reserves the right to require the Employee to submit to a breathalyzer or blood or urine test. The costs of administering such tests shall be borne by the Employer.

Employees determined to have violated the terms and conditions of this section are subject to disciplinary action as described in Article 14 of this Agreement.

***Section 23.02 -- Medication (prescribed and over-the-counter),***

**Narcotics, Drugs, and All Other Controlled Substances**

Employees agree to advise their Supervisor in the event that they must report to work while they are taking or are under the influence of medication if the medication is known to affect or can reasonably be expected to have the potential for affecting an employee's ability to perform their assigned job tasks in a safe and responsible manner. The term medication includes both "over-the-counter" and "physician prescribed" medicines. If such medication is determined to adversely affect an employee's performance to the extent that they cannot perform their assigned duties or there is an increased risk of personal injury, injury to others and/or property damage, the Employer reserves the right to remove the Employee from active duty. The Employee shall remain on inactive status until such time that the Employee is no longer affected by the medication.

Employees are prohibited from reporting to work while under the influence of any narcotics or any other controlled or illegal drugs and/or other substances while on the Employer's premises.

If the Employer has reasonable cause to suspect that an Employee is under the influence of narcotics or any controlled or illegal substance, the Employer reserves the right to require the Employee to submit to a blood or urine test. The cost of administering such tests shall be borne by the Employer. Refusal to submit to such a test shall result in disciplinary action under Section 14.03.

### ***Section 23.03 – Post Accident Testing and Employee Assistance Program***

#### **For Alcoholic Beverages**

The Employer reserves the right to require the employee to submit to a breathalyzer, blood or urine test, or other examinations where the employee suffers an on the job injury, causes injury to a fellow employee, causes injuries to any resident, guest, or visitor of any housing units or property of the Housing Authority, causes injuries to any other individual not on Housing Authority premises, or causes \$1,000.00 or more in property damage of any property of the Housing Authority or otherwise. The costs of administering such tests shall be borne by the employer. Refusal to submit to such a test shall result in disciplinary action under Section 14.03.

#### **For Medications / Drugs**

The Employer reserves the right to require the employee to submit to a blood or urine test, or other examinations where the employee suffers an on the job injury, causes injury to a fellow employee, causes injuries to any resident, guest, or visitor of any housing units or property of the Housing Authority, causes injuries to any other individual not on Housing Authority premises, or causes \$1,000.00 or more in property damages of any property of the Housing Authority or otherwise. The costs of administering such tests shall be borne by the Employer. Refusal to submit to such a test shall result in disciplinary action under Section 14.03.



## **Employee Assistance Program**

The Employer encourages any employee with a substance abuse problem to voluntarily contact the personnel department for assistance. Employees will not be subject to discipline for voluntarily acknowledging a substance abuse problem prior to detection, if all of the following conditions are met:

- (a) There has been no prior employee work history or discipline involving substance abuse.
- (b) The employee is not attempting to avoid discipline for engaging in prohibited conduct pursuant to this Article
- (c) The substance abuse involves alcohol or medication prescribed by a physician or obtained over-the-counter.
- (d) The employee satisfactorily completes the employee assistance program and all required remedial or rehabilitative aspects of the program, including but not limited to any subsequent and further drug or alcohol tests.

In no event shall the employee assistance program be offered to the employee if the substance abuse involves in whole or in part, illegal narcotics or other controlled or illegal drugs and/ or substances. The employee assistance program shall be offered only one time to a volunteering employee. Failure to comply with the provisions of this policy and all applicable requirements of the employee assistance program will be grounds for disciplinary action.

At the Employer's discretion, the employer may, but shall not be required to, offer an employee an employee assistance plan in lieu of, or in combination with, any discipline imposed as a result of a violation of this article by a non-volunteering employees.

If possible, the costs of any employee assistance program shall be borne through the employer's health insurance policy. Copay and/or coinsurance are the responsibility of the

employee. In the event that no insurance coverage is available, then the employee shall bear the costs of the employee assistance program.

Any required time off from work by the employee necessary in order to satisfactorily complete the employee assistance program and any required remedial or rehabilitative aspects of the program shall be borne by the employee, and during such time, the employee shall be considered to be on unpaid, leave of absence status. At the employee's option, the employee may use any accumulated but unused vacation or sick time.

#### ***Section 23.04 – Random or Periodic Testing***

The parties agree to random or Periodic testing of the bargaining unit for narcotics, drugs, controlled substances, and alcohol. The parties will strive to develop mutually agreed upon procedures by which such testing is to occur. Failing any mutual agreement of procedures, the employer shall be allowed to implement procedures used throughout SCCCHA and subject to a reasonableness review by the union.

#### ***Section 23.05 - Discipline for Violations***

Employees determined to have violated this section of the Agreement shall be subject to disciplinary action as described in Article 14 of this Agreement.

### **ARTICLE 24 - PERFORMANCE EVALUATION SYSTEM**

#### ***Section 24.01 - Employer's Right to Evaluate Performance***

The Employer, the Union, and the employees covered under the terms of this Agreement, agree that the Employer has the right to routinely monitor and evaluate the performance of employees by reviewing and evaluating employee work habits and job tasks performed.

The Employer shall have the right to use the job review and evaluation format it deems appropriate. A formal evaluation of each Employee's performance may be completed at least annually about the time of the Employee's anniversary date of employment. The purpose of the evaluation process is to encourage communication between the Employee and their supervisor concerning the Employee's job performance. Employees will know how their supervisor's view their performance and areas of weakness can be identified and methods of improvement outlined.

The Employer retains the right to use the information obtained through the job review and evaluation process to discipline employees when warranted. Disciplinary actions available to the Employer include, but are not limited to warnings, suspensions, transfers, demotions, and terminations. Employees have the right to grieve such disciplinary actions through the grievance procedure outlined in this Agreement.

The Employer agrees to consider and encourage constructive comments and suggestions from the Employees and Union concerning job-related matters such as establishing job performance and time standards, identifying measurements of acceptable job quality and quantity, performance evaluation criteria, etc.

## **ARTICLE 25 - MISCELLANEOUS ITEMS OF AGREEMENT**

### ***Section 25.01 -- Supervision***

The employer will designate the person(s) who shall serve as the employee's supervisor(s).

### ***Section 25.02 - Debt Collection***

The Employer shall have the right to charge employees administrative handling fees to the extent allowed by state law for all debt collection activities performed. This specifically includes wage deductions for child support, garnishments and any other judicially enforced

wage deduction. If an allowable administrative handling fee is not defined by law, the Employer shall charge the employee a fee of two (2) percent of the total amount deducted, with a minimum fee of \$1.00 and maximum of \$5.00 per payroll period.

### ***Section 25.03 - Personnel Policy***

The Employer and the Union acknowledge the existence of the Employer's Personnel Policy, Procurement Policy, Travel Policy, and Vehicle Use Policy. The Employer and Union agree that the Employer's decisions concerning matters effecting employees covered under this Agreement shall be based on the aforementioned policies unless there is a conflict between the Policy and this Agreement, in which case the articles in this Agreement shall prevail.

### ***Section 25.04 - Job-Related Reports***

For the purpose of evaluating, verifying and analyzing both individual job performance and the work load in general, the Employer reserves the right to require Employees to complete weekly service reports, emergency callout reports, job work order forms and any other written reports deemed necessary.

The Employer agrees to provide the Employee with adequate time to complete required reports while on pay status.

The Employees agree to complete the reports in a neat, efficient, complete and accurate manner and submit them on a timely basis.

### ***Section 25.05 - Unsafe/Illegal Acts***

The Employer agrees that the Employees shall have the right to refrain from performing tasks that unreasonably endanger their personal safety or violate state, federal or municipal laws.

If an employee refrains from performing a specific task because it is believed to be unsafe or illegal, the Employee is required to immediately notify their Department Director in writing, with a copy to the Union, of their specific objection to the task.

If the Employer disagrees with the Employee's determination and the two (2) parties cannot satisfactorily resolve the matter, the matter may be settled through the Grievance Procedure described in Article 11 of this Agreement.

### ***Section 25.06 - Employer's Personnel Files***

The Employer acknowledges the practice of maintaining a personnel file for each Employee. Each personnel file contains specific information and documents related to the Employee's term of employment, job qualifications, disciplinary record, performance evaluations, etc. The personnel file is the property of the Employer.

The Employer agrees to provide Employees that desire to review the information in their personnel file an opportunity to do so, subject to the following conditions:

1. The Employee is on "their time" (i.e. non-pay status, lunch hour, vacation, etc.)
2. The Employee contacts a member of the Employer's Administrative staff to arrange a mutually acceptable appointment
3. A representative of the Employer is present.

If the Employee desires to obtain a copy of any documents in the file, they may do so at no cost to them.

### ***Section 25.07 - Use of Employer Owned Vehicles***

Use of Maintenance Vehicles is limited to job-related activities. Maintenance vehicles are not to be used for personal business of the employees.

Employees are also prohibited from allowing non-employees to ride in Employer-owned maintenance vehicles, unless prior authorization is received from the Supervisor. At the

discretion of the Employer a maintenance vehicle may be designated for "emergency use". After-hours use of the emergency vehicle is limited to responding to calls on the emergency beeper. The Employee assigned the emergency beeper and using the emergency vehicle is permitted to use the vehicle during their lunch period. Other specific conditions related to the use of the Employer's maintenance vehicle are contained in the employee's "Vehicle Program" which is hereby acknowledged by the Union.

***Section 25.08 - Business Use of Personal Vehicle***

Employees are required as a condition of initial and continued employment to have available for use on the job a personal vehicle. The Employer reserves the right to require the Employee to use their personal vehicle for business purposes.

The Employer agrees to compensate Employees for mandated use of personal vehicles at an agency wide, established per mile rate.

***Section 25.09 - Employee Safety***

The Employer agrees to provide eye wash stations in appropriate Maintenance shops.

***Section 25.10 -- Labor/Management Meetings***

The Employer agrees to participate in regularly scheduled quarterly meetings.

**ARTICLE 26 - DURATION OF AGREEMENT**

***Section 26.01 - Term of Agreement***

The term of this Agreement shall be from July 1, 2019 to June 30, 2020 with an economic re-opener occurring in June of 2020 or at an additional time if the employer believes budgetary economic circumstances necessitate re-negotiations. Retroactive back pay shall be paid to the employees as soon as possible after ratification and signature by all parties and approval by US Department of Housing and Urban Development officials.

**ARTICLE 27 - ACKNOWLEDGMENTS AND SIGNATURES OF**  
**AUTHORIZED REPRESENTATIVES**

We, as authorized representatives from Local 73 of Service Employees International Union and the St. Clair County Housing Authority by signing below do hereby acknowledge our acceptance and understanding of the terms and conditions contained in this Agreement on this day, the 1<sup>st</sup> day of July, 2019.

ST. CLAIR COUNTY HOUSING AUTHORITY

LOCAL 73, SERVICE EMPLOYEES

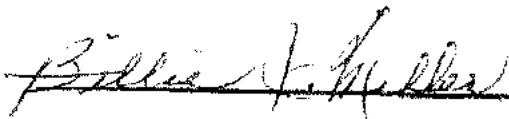
INTERNATIONAL UNION



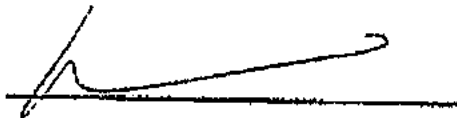
Eugene Verdu, Chairman



By Dian Palmer, President

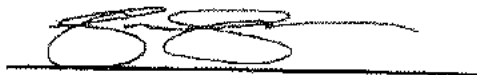


Billie Jean Miller, Secretary



By Karen Kleinhaus DeSilva

Union Representative



Larry McLean, Executive Director

MEMBERS OF NEGOTIATING COMMITTEE

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