

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CHICAGO HOUSING AUTHORITY

AND THE

ADMINISTRATIVE EMPLOYEES REPRESENTED

BY THE

SERVICE EMPLOYEES INTERNATIONAL

UNION, LOCAL 73

**EFFECTIVE JANUARY 1, 2019 TO DECEMBER 31, 2022**

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**Attachments:** Schedule **A**, Schedule **B** and **Memorandum of Understanding**

Collective Bargaining Agreement (hereinafter referred to as "the Agreement") is entered into by and between the CHICAGO HOUSING AUTHORITY, an Illinois Municipal Corporation (hereinafter referred to as the "the Authority") and THE SERVICE EMPLOYEES INTERNATIONAL UNION, Local No. 73 (hereinafter referred to as "the Union"), subject to the approval of the Board of Commissioners, and the U.S Department of Housing and Urban Development.

### **WITNESSETH**

WHEREAS, it is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the Authority and the Union, to promote efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretation and application of this Agreement.

WHEREAS, the Authority voluntarily adopts collective bargaining as a fair, orderly and reasonable way of conducting its relationships with employees and their Union and acknowledges that such practices and procedures are consistent with the functions and obligations of the Authority, which retains the right to operate effectively, responsibly and efficiently in accordance with this Agreement.

WHEREAS, it is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Authority and the Union.

WHEREAS, the Union acknowledges that all Authority personnel are public employees and, as much, must be held to the highest professional standards of integrity, honor, and competence, so as to earn the trust and confidence of the general public.

### **PREAMBLE**

Both parties agree that in the interest of collective bargaining and harmonious relations they will at all time abide by the terms and conditions as hereinafter set forth and agree upon.

### **ARTICLE 1 - RECOGNITION CLAUSE**

#### **ARTICLE 1 Recognition**

##### **1.1 Definition of the Unit and Exclusions**

The Authority recognizes the Union as the sole and exclusive collective bargaining representative for all administrative employees excluding executive, managerial, professional, supervisory and/or confidential employees as defined in the Illinois Public Labor Relations Act and excluding part time employees, temporary employees, and new employees who have not completed a ninety (90) calendar day probationary period.

## **1.2 Definition of Temporary Employee**

Temporary employees are those employees hired for periods not exceeding ninety (90) calendar days. With advance notice to the Union, a temporary employee may work and remain excluded from the unit for up to an additional ninety (90) calendar days if the purpose of the additional time period is to enable the Authority to complete temporary assignment, said temporary assignments shall not be used by the Authority to avoid inclusion in the Unit.

## **1.3 Definition of Part-time Employees**

Part-time employees are those employees who consistently work twenty (25) hours per week or less.

## **1.4 Job Classifications included in the Unit**

The job classifications generally included in the unit are enumerated in Schedule A which is appended to, and made part of this Agreement. The appearance of a job classification in Schedule A does not indicate that all employees in such job classifications are properly members of the unit as individual employees in such job classifications may be excluded as provided in sections 1.2 through 1.3.

## **1.5 New Job-Classifications and Successor Titles**

- A. The Authority shall promptly notify the Union within forty-five (45) calendar days of its desire to establish a new job classification or successor title to any present job classification included in its unit, including a new or successor titles to cover duties being performed by a member of the bargaining unit. Where the successor titles are used to clarify employee duties or where there are no changes in duties or where the new job classification or successor title involves "de minimums" changes in or additions to present duties, such new job classification or successor titles shall automatically become a part of the unit and shall be covered under this Agreement. Further the wage rate for such new job classification or successor titles shall be wage rate of the predecessor classification.
- B. If the proposed new job classification is a job classification within the unit and involves new, different or substantial changes in duties (including additions and/or deletions) from existing job classifications in the unit, the Authority shall meet with representatives of the Union to discuss the new job classification and the rate of pay assigned by the Authority. If there is a dispute about the rate of pay, said dispute shall be arbitrated in accordance with the arbitration provisions of this Agreement. The authority may implement the proposed job classification and assign it a temporary rate of pay prior to the arbitration provided however that in the event the Arbitrator awards a higher rate or pay, the Arbitrator's award shall be retroactive to the date of implementation.

- C. The provisions set forth above do not apply to reclassification of misclassified employees.

### **1.6 Reclassification.**

Reclassification means permanent change in an employee's existing job classification to another existing job classification which is necessitated by the employee's assumption, on a permanent basis, of all of the duties of another job classification, whether in substitution of prior duties or in addition to prior duties. Reclassification can occur to higher or lower grades. The Authority has the right to reclassify employees who are misclassified. Employees have the right to request a job audit bi-yearly if the employee's job classification has not been audited in two (2) years immediately prior to the employee's request. Requests for job audits and reclassification are subject to the grievance provisions of this Agreement up to and including the second step of the grievance procedure only. Employees who believe that they are working out of job classification have the right to seek acting-up pay pursuant to the applicable provisions of this Agreement.

## **ARTICLE 2 - UNION SECURITY**

### **2.1 Maintenance of Membership**

- A. The Authority agrees to remit on a monthly basis the total sum deducted for dues, cope deduction and initiation fees to the Union on the twentieth (20th) day of the month following the month in which such deductions were deducted.
- B. The Authority under no circumstances will be responsible for the collection of past indebtedness regarding dues and/or initiation fees.

### **2.2 Dues Deduction.**

Upon confirmation by the Union that an employee covered by this agreement has authorized checkoff of dues, the Employer shall deduct such dues from wages owed to that employee, unless the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization and contained in this section. Specifically, any employee who wishes to revoke dues checkoff must do so by giving written notice to both the Employer and the Union during the period not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

### **2.3 Committee on Political Education (COPE) Deduction**

The Employer agrees to deduct from the pay of those members who individually request it voluntary contributions to the SEIU Local 73 COPE Fund. The Union shall notify the Employer of the per pay period amount that is to be deducted. Such amounts shall be remitted to the Union every pay period

## **2.4 Indemnification**

The union shall indemnify, defend and hold the Authority (including its present and former commissioners, officers, agents, managers and employees) harmless from and against any and all claims, demand, actions, complaints, suits or other forms of liability, (monetary or non-monetary) including, but not limited to, damages, attorneys' fees and costs arising out of, or by reason of any action taken by the Authority (including its present and former commissioner, officers, agents, managers and employees) for the purpose of complying with the above provisions of this Agreement, or in reliance on any list, notices, certification or assignment furnished under any of such provisions in the Collective Bargaining Agreement.

## **2.5 Public Aid Recipients**

If the Illinois Department of Public Aid (IDPA) requests that the Authority employ public aid recipients in exchange for food stamps ("Earnfare") or their Illinois Department of Human Services IDHS benefits ("Work Experience") and the work being done by such Earnfare or Work Experience recipients is work currently being done by members of the Local 73 bargaining unit, the Authority will be permitted to retain such individuals as long as the receipt of such services does not directly result in layoffs of any members of the Local 73 bargaining unit, In addition, any work done by Earnfare or Work Experience recipients shall have no effect on the amount of hiring done for work normally done by members of the Local 73 bargaining unit.

Earnfare and/or Work Experience recipients will be limited to a total of eighty (80) hours per month and will work no more than six (6) months out of any consecutive twelve (12) month period with any compensation and/or benefits to be paid entirely by the Illinois Department of Human Services (IDHS).

## **2.6 Orientation**

The employees' understanding of the CBA and the role of the Union in the employment setting are inherently important to the employment relationship. As such, the employer shall include as an integral part of its mandatory employee orientation program, a thirty

(30) minute session before lunch on the first or second day of their orientation, or at such other time as the Union may designate, to receive an overview of the Union and its program. This session will be conducted by Union representatives designated by the Union, which may include employees designated by the union. Employees designated by the Union to assist with this orientation shall be allowed to do so during their regularly- scheduled hours of work with no loss of pay. The Employer shall provide to the Union a list of all employees attending the orientation as many days as possible prior to such orientation and no later than three (3) days before the orientation.

## **2.7 Access to Employee Lists**

By the first work day of each month, the Employer will send the Union a list of all current employees, which shall include each employee's name, job title, job number, department, work location, home address, all telephone numbers (including personal phone numbers if available), personal and work email addresses, base hourly pay rate, language preference (if available), identification number, hours worked in the prior month, gross pay, and Union dues. The list will be provided in an agreed-upon format and transmitted electronically On December 1<sup>ST</sup> and June 1<sup>ST</sup> of each year upon written request made by Local 73, the CHA shall notify Local 73 in writing.

### **2.8 Access to Employee Lists**

The Union shall have the right to send emails to the members of the bargaining unit, with their origin as Union communications being clearly identified, regarding meeting notices and any other Union business.

In order to foster good communications among members of the bargaining unit, the Employer shall post a full and complete copy of this Agreement within ten (10) days of the signing of this Agreement on the Human Resources page of its intranet page under Labor Relations.

## **ARTICLE 3 - EMPLOYEE SECURITY**

### **3.1 Employee Security**

No employee covered by this Agreement shall be discharged, suspended, or otherwise disciplined without just cause. Any record of discipline imposed for absenteeism or tardiness shall be removed from an employee's file, and will not be used in further discipline, if more than twelve (12) months have passed without the employee receiving additional discipline for those offenses. Temporary employees, employees employed for halftime or less, newly hired probationary employees, special program employees and all other employees not covered by this Agreement may be discharged, suspended or otherwise disciplined with or without cause, when, in the judgment of the Authority, such action is warranted.

### **3.2 Pre-Disciplinary Meetings**

In the event a supervisor of the Human Resources Department seeks to suspend without pay or terminate an employee covered by this Agreement, a pre-disciplinary meeting will be conducted. Except in emergencies, the employee and the Union shall be given, when feasible, five (5) calendar days, but in no event less than (3) calendar days, advance written notice of the meeting. In this context, emergencies shall include situations where the safety of people and property endangered. Said notice shall include a statement of the grounds for the suspension or termination. The notice shall include either a general statement of the information then in possession of the Authority that is the basis for the suspension or termination and/or copies of the documents relied on. The Authority shall give the employee and the Union copies of any additional documents that come into its possession as soon as practicable. The employee shall

remain in pay status except in cases of gross misconduct (i.e., theft from the Authority, physical altercations, and drug and alcohol violations).

### **3.3 Prior Discipline**

The Authority shall not rely on prior discipline of an employee that occurred more than twelve (12) months prior to current infractions in determining the level of discipline unless the prior discipline is for the same or similar infraction.

### **3.4 Discipline**

The parties agree as a general principle that correction of unwanted employee conduct should be accomplished through progressive levels of discipline provided however, that the Authority has the discretion to determine what level discipline (up to and including discharge] is appropriate, taking in to consideration the nature and gravity of the misconduct, the employee disciplinary record and any mitigating circumstances.

### **3.5 Employee's Access to Personnel Records**

The Authority will grant employees and the Union access to personnel records in accordance with the Illinois Employees' Access to Personnel Records Act (820 ILCS 40/1 et seq.)

### **3.6 Absenteeism**

Excessive absences displaying patterns of sick or unpaid leave before or after holidays or weekends may result in disciplinary actions unless employee has reasonable explanation for failing to report.

Five (5) or more occurrences of tardiness and/or absences in a thirty (30) calendar day period will be considered excessive.

Discipline shall be administered in a progressive and fair manner. The absenteeism policy shall not be administered in a disciplinary or desperate fashion.

## **ARTICLE 4 - WAGES**

### **4.1 Graded Positions**

The parties adopt the salary schedule (B) and job classifications [A]. Employees in job classification shall receive a wage that falls between the minimum and the maximum of their grade. The minimum and maximum control points of the Salary Schedule (B) shall be adjusted annually in accordance with the Consumer Price Index for the Chicago Metropolitan area adjustments (December to December adjustments) as reported by the United States Department of Labor, Bureau of Labor Statistics in January of each year.

### **4.2 Wages**



Beginning in the year 2020 and for the lifetime of the contract bargaining agreement, current, active, non-probationary employees and retirees of the current year who demonstrate acceptable job performance will receive a 3% salary adjustment.

#### **4.3 Grievances Regarding the Merit Performance Program.**

The Merit Performance Program is excluded from the grievance arbitration procedure of this Agreement, except where an employee is placed on a CAP, and/or is discharged after unsuccessfully completing a CAP plan.

#### **4.4 Unexpected or Unusual Patterns Regarding Merit Performance Program.**

The parties understand that under the Merit Performance Program, it is expected that within departments there will be a distribution of levels of performance and that it is expected that there will generally be employees who fall below expectations, meet expectations and exceed expectations to varying degrees within any working environment. The parties understand that performance evaluations are reviewed by Department Directors and by the Department of Human Resources in order to ensure that they are being properly completed. However, in order to address the Union's concerns regarding potential abuses of the Merit Performance Program, the parties agree as follows:

- (a) The Department of Human Resources shall transmit to the Union a listing of all of its bargaining unit members' performance evaluation scores and merit increases no later than forty-five (45) calendar days after the merit increases are implemented into the system.
- (b) In the event that an unexpected or unusual pattern of evaluations occur within a department, the Director of Human Resources or designee, the Department Director and the supervisor will, upon written request, meet with Union representatives for a justification of the unexpected or unusual pattern. Said written request must be made within thirty (30) calendar days of the receipt of the information set forth in 4.4(a) above.
- (c) Within seven (7) business days of the meeting, the Director of Human Resources or designee will determine whether the unusual or unexpected pattern is justified and so advise the Union.
- (d) In the event the Director of Human Resources or designee determines that the pattern is not justified, the Director will immediately direct the supervisor and Department Director to conduct new evaluations and the Union will be notified of the new evaluations. If the new evaluations result in additional wage increases for any effected employee the wage increase shall be retroactive to the first full pay period in January of the year in question.
- (e) In the event the Director of Human Resources or designee determines that the pattern is justified, the Union shall have the right to submit the Director's determination to arbitration commencing with the arbitration step of the grievance procedure, in which

case, the arbitrator shall only have the authority to direct that new evaluations be prepared.

#### **4.5 Pay for Temporary Assignment to Higher Grade**

Where an employee is temporarily assigned to a higher graded job classification for more than ten (10) days and the employee performs substantially all the duties of the higher graded job classification, the employee shall receive the higher rate of pay from the 10th day. All other fringe benefits shall not be affected. If the job classification is considered to be exempt under FLSA, the over-time provisions of this Agreement do not apply. Employees assigned to a higher graded job classification for ten (10) days or less, will receive additional compensation for time spent in the higher graded job classification.

#### **4.6 Call-In Pa**

In the event an employee is asked to report for work on a day that the employee is not regularly scheduled to work, and the employee reports to work, the employee will be guaranteed a minimum of four (4) hours pay for four (4) hours of work

### **ARTICLE - 5 MANAGEMENT RIGHTS**

#### **5.1. Management Rights**

The Authority has and will continue to retain, regardless of the frequency of exercise, the right to operate and manage its affairs in each and every aspect. The rights reserved to the sole discretion of the Authority include, but are not limited to, the following rights:

- A. To determine its mission, objectives, purpose and policies;
- B. To plan, direct, control and determine the operations or services to be performed by employees of the Authority;
- C. To set standards for the services to be offered to the public;
- D. To direct the employees of the Authority including the right to assign work and overtime;
- E. To hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the Authority;
- F. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or, other legitimate reasons;
- G. To establish, modify, combine or abolish job position and classifications for economic or any other legitimate reasons;
- H. To establish work schedules, the starting and quitting times, and the number of hours to be worked, shift assignments and rotating days off as necessary;
- I. To contract or subcontract out for goods and services and to contract or subcontract for services for economic or any other legitimate reason;

- J. To change or eliminate existing methods of operations, equipment or facilities or to discontinue the management of any operation or function, permanently or temporarily;
- K. To suspend, demote, discharge, or take other disciplinary action for just cause against employees;
- L. To create, modify, enforce or delete Authority orders, directives, and procedures; and
- M. To evaluate performance-based standards established by Management.

Except as expressly restricted by the provisions of Section 5.2 and 5.3 below, inherent managerial functions, prerogatives and policymaking rights, whether listed above or not, which the Authority's is not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this Agreement.

**5.2 Subcontracting and Privatization.**

- (A) In the event the Authority makes a tentative decision to subcontract to a third party or privatize work currently being performed by employees covered by this Agreement, and where such decision could result in the permanent layoff of SEIU Local 73 bargaining unit members, the Authority will meet with the Union prior to making a final decision for the purpose of discussing the decision and any feasible alternatives. However, such discussion shall not unduly delay the final decision.
- (B) In the event the Authority, in the exercise of its discretion under Section 5.2A, above, makes a final decision to subcontract, to a third party or privatize work which was being performed by members of the SEIU Local 73 bargaining unit and such decision directly leads to the layoff of members of the SEIU Local 73 bargaining unit, the Authority shall provide employees with a thirty (30) calendar day notice or pay in lieu of notice. In the event an employee is to be laid off, the Authority shall make available on a seniority basis and bargaining unit job classification declared by the Authority to be vacant and fillable, provided the employee has the present skill and ability to perform all of the required work without additional training, but with a reasonable amount of orientation. If there are no such vacancies, the employee may exercise whatever other rights are provided for in this Agreement.
- (C) In addition to the rights, and obligations under Section 5.2(B) above, the Authority shall require any contractor or third party hired to perform work currently being performed by members of the SEIU Local 73 bargaining unit to:
  - 1) Meet with the Authority and the Union to discuss the employment of employees subject to layoff prior to any subcontracting; and,
  - 2) Interview all current bargaining unit members who will be laid off due to the subcontracting and who performed the work prior to the subcontracting; and,

- 3) Give these bargaining unit members first consideration/right of first refusal for employment as identified below in paragraphs 4, 5 and 6 when they have the necessary knowledge, skill and abilities; and,
- 4) Offer employment to all qualified bargaining unit members who apply for positions and who meet minimum job qualification requirements who pass reference check/screen requirements, if there are sufficient openings; and,
- 5) In the event there are more candidates than available positions, the contractor shall select the best qualified candidate. If candidates are relatively equally qualified, employment will be offered by the contractor to the most senior applicants. Such decision shall not be grievable; and,
- 6) As future positions become available with the contractor doing the relevant work, the Contractor shall give first consideration to those bargaining unit members found qualified for positions for which they apply but for whom positions were not initially available. Employees laid off shall retain first consideration until re-call rights have expired; and,
- 7) If an employee does not attend the scheduled job fair and is unable to provide an acceptable excuse, or declines an offer of employment, the contractor shall not have any further obligations to the employee.

### **5.3 Exclusion**

Nothing contained in this Article shall apply to:

- a) Subcontracts below \$100,000
- b) Emergencies; provided that the Union is given immediate notice, as soon as administratively possible, upon management's knowledge of the emergency;
- c) Transfers of work to any Resident Management Council, provided that the Union is given a thirty (30) calendar day notice;
- d) Any owner or manager of any building in which residents reside pursuant to any Section 8 certified/voucher;
- e) Project based assistance each of which shall remain the prerogative of the Authority.

The Union may, in a written request, request relevant documentation on the above exclusions (a) through (e).

## **ARTICLE 6 - NO STRIKE**

### **6.1 No-Strike Commitment**

Neither the Union nor any employee will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work, stoppage, or other concerted refusal to perform duties by an employee or employee group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Authority. Neither the Union nor any employee shall refuse to cross any picket line, by whoever established

## **6.2 Resumption of Operations**

The Union agrees to notify all employees covered by this Agreement and Union representatives of their obligations and responsibilities for maintaining compliance with this Agreement, including their responsibility to remain at work during any interruption which may be caused or initiated by others.

In the event of a strike, work stoppage, or other interference with the operation of that Authority, the Union (by its President or designee) shall within twenty-four (24) hours publicly disavow such strike or work stoppage and direct the employees to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. Such directive shall be made in writing and distributed to all employees with a copy of such written order supplied to the Authority. The Union shall notify the Authority within twenty-four (24) hours after the commencement of such work interruptions of the specific measures taken to comply with the provisions of this Article.

## **6.3 Union Liability**

Upon the Union's failure to comply with the above conditions, in the event of a strike, work stoppage, slowdown or other withholding of service in which the members of the bargaining unit participate, and only in such events, the Union shall be liable for all damages, direct or indirect, arising from its failure to meet the requirements of this provision.

## **6.4 Discipline of Strikers**

Any and all employees covered by this Agreement who violate this Article shall be subject to immediate discharge. Any action taken by the Authority against striking employees provided such action is uniform, shall not be construed as a violation by the Authority of any provisions of this Agreement and shall not be subject to the provisions of the grievance procedure' provided that the issue of whether an individual participated will be subject to the grievance procedure.

## **6.5 Judicial Restraint**

Nothing contained herein shall preclude the Authority from obtaining judicial restraint in the event of a violation of this Article.

## **6.6 Lockouts**

There shall be no lockout during the term of this Agreement.

## **ARTICLE - 7 HOURS OF WORK AND OVERTIM**

### **7.1 Hours of Work**

The workweek should be defined as the period from 12:00 mid-night-Sunday to 11:59 p.m. the following Saturday. Employees normally scheduled to work a forty (40) hour week will work

from Monday through Friday 8:00a.m. - 5:00p.m. The Authority may establish staggered shifts in accordance with the provision of this article or as expressed in this Agreement.

### **7.2 Workday and Work Period**

The normal work week consists of forty (40) hours; eight (8) hours per day (excluding the unpaid lunch period) five (5) days per week. The Authority will allow a reasonable amount of flexibility in order to accommodate individual schedules. Reasonable requests will not be denied. However, the operational needs of the Authority shall take priority. The hours of work shall be Monday through Friday and employees will be expected to work their forty [40] hours between the hours of 7:00 a.m. and 5:30 p.m. Each individual employee will be expected to work out a reasonable schedule with their supervisor. Under this arrangement, an employee's lunch period may be one-half (1/2) hour unpaid or one [1] hour unpaid.

### **7.3 Overtime Pay**

Any overtime worked must be approved by the Department Director or designee. Employees will be paid for approved overtime hours at the rates set forth below.

### **7.4 Rate of Overtime Pay**

Overtime shall be earned at the following rate:

- 1) All hours worked in excess of forty (40) in a work week shall be compensated at one and one half (1½) times the individual's hourly rate;
- 2) All hours worked on the sixth (6th) consecutive day worked shall be compensated at one and one half (1½) times the individual's hourly rate; even if the employee has worked less than forty (40) hours during the previous five (5) days;
- 3) All hours worked on the seventh (7th) consecutive day worked shall be compensated at two and one-half (2½) times the individual's hourly rate even if the employee has worked less than forty (40) hours during the previous six (6) days; and,

In addition to hours actually worked, the following shall be counted as hours "worked" for purposes of overtime:

- a) Holidays
- b) Approved vacation
- c) Approved bereavement
- d) Approved jury duty
- e) Paid personal and sick leave approved at least five (5) work days in advance

### **7.5 Overtime Computation**

All overtime will be computed in units of quarter hours after the first one-half (½) hour. The hours of work for which the employee is eligible for overtime payment shall include only those

hours of the activity being performed or attended. It shall not include travel time, waiting time after the close of the office, or social time after meetings.

The Authority will endeavor, to distribute overtime equally among qualified employees in the same department or job classification.

#### **7.6 Staggered Work Shifts**

The Authority may set up staggered work shifts as a necessary prerogative of management in order to conduct its operation. Under such arrangement, work performed after 5:00 p.m. (or when the employee's regularly scheduled shift ends) would be paid on a five percent (5%) premium basis as long as the employee receives at least five (5) business days advance notice of such changed shift from the employee's supervisor with the approval of the Department Manager or designee. In the event that less than five (5) days advance notice is given, the premium shall be ten percent (10%), unless the employee is in a job classification which is exempt from regular overtime or premium pay. The premiums denoted to not apply when employees are held over or called in to cover shifts when a scheduled employee calls off.

#### **7.7 Employees Exempt Under the Fair Labor Standards Act**

Employees defined as exempt under the Fair Labor Standards Act shall not be eligible for overtime compensation under this Section.

#### **7.8 No Duplication of Pyramiding**

There shall be no duplication or pyramiding of overtime pay or premium pay under any provisions of this Agreement.

#### **7.9 Obligation to Report Absences**

It is the responsibility of each employee to secure advance approval from the immediate supervisor or designee for all anticipated absences/tardiness. When calling in an unexpected absence/tardy, the employee must speak to the immediate supervisor or designee. If the employee is unable to make the call, a designated contact person shall make the initial call. The grace period for tardiness is eight (8) minutes.

The notice must be given within one-half( $\frac{1}{2}$ ) hour of the scheduled time to start work. However, as soon as the employee is able, the employee must place a follow-up call to the immediate supervisor or designee. An explanation as to the nature of the absence must also be provided. If the absence extends beyond one (1) day, daily notification is required unless other arrangements have been made with the immediate supervisor or designee.

Failure to call the supervisor or designee personally may result in disciplinary action up to and including termination.

#### **7.10 Rest Periods**

Frequency and Duration of Relief Periods

Employees covered by this Agreement shall be allowed two (2) fifteen (15) minute paid relief periods per day. One (1) such period shall be allowed in the first half of a regular workday and the other in the second half of a regular workday. Employees may not join relief periods to extend the lunch period, or to leave work early, or to start the work day late unless the supervisor approves.

Designee of Relief Period

The Authority reserves the right to designate when each employee may take a break during each half of a regular workday.

Working Through Rest Period or Lunch Period

If the employee is required by their supervisor to work through their breaks or their lunch period, that employee shall have the time worked paid at the applicable hourly wage.

Employees must document the requirement on their time sheets.

**ARTICLE 8 - BENEFITS**

**8.1 Holidays**

- A. All regular, full-time employees shall be entitled to take the following paid holidays as designated yearly by the Authority and the employees birthday holiday.

1. New Year's Eve (1/2) day	7. Labor Day	13. Christmas Day
2. New Year's Day	8. Columbus Day	14. Birthday/ Floater
3. Dr. Martin L. King's Birthday	9. Veteran's Day	15. Washington's Birthday
4. Lincoln's Birthday	10. Thanksgiving Day	
5. Memorial Day	11. Day after Thanksgiving	
6. Fourth of July	12. Christmas Eve (1/2) day	

- B. Employees should inform their supervisor of their intent to take their birthday/floater holiday off at least ten (10) workdays in advance of the occurrence in writing. The birthday/floater holiday may be used by employee at any time between the first day of the first full payroll period of January of each year and the last day of the last full payroll period in December each year. The birthday/floater holiday may not be taken in a subsequent year and is forfeited if unused.

Payment for Holidays

Regular, full-time employees shall be paid for holidays only if they are in pay status on the scheduled workday before and the next scheduled workday after the holiday, except if on an



FMLA Leave. An employee is considered to be in pay status at all times that the employee is earning pay, either by working or while on approved:

- a) annual leave;
- b) bereavement leave;
- c) jury duty leaves;
- d) military training or duty leave;
- e) paid sick leave;
- f) paid personal leave;

In the event that an employee requests sick time for the day before or the day after a holiday, the Authority may request relevant documentation. An employee using paid personal leave must have such leave approved at least five (5) work days in advance for such time to be considered as in pay status for this provision unless, it is a bona-fide emergency.

### **8.2 Annual Leave & Eligibility**

Annual leave shall be earned and accrued by regular, active, full-time employees at the rate indicated below. Employees not in pay status will not earn or accrue annual leave hours.

Any excess annual leave hours over the maximum of two-hundred forty (240) hours must be used by the last full pay period in December of each year or such time will be forfeited.

- A. Two (2) weeks per year accrued at the rate of three (3) hours and five (5) minutes per pay period for the first five (5) active years of continuous pay status;
- B. Three (3) weeks per year accrued at the rate of four (4) hours and thirty-eight (38) minutes per pay period after five (5) active years of continuous pay status;
- C. Four (4) weeks per year accrued at the rate of six (6) hours and ten (10) minutes per pay period after ten (10) active years of continuous pay status.

### **8.3 Paid Personal Leave**

- A. All regular, full-time, active employees shall earn and accrue paid personal days while in active pay status in the following manner:

In the first (1<sup>st</sup>) year of regular, active employment, full-time employees will be granted two (2) paid personal leave days on prorated basis.

In the second (2<sup>nd</sup>) year regular, active employment, full-time employees will be granted three (3) paid personal leave days effective in January of the preceding year.

Starting in the third (3<sup>rd</sup>) year of regular, active employment, full-time employees will be granted four (4) paid personal leave days effective in January of the preceding year.

Paid personal days are not cumulative from year to year and shall be forfeited if not used by the last day of the full pay period in December each year.

- B. Employees must personally notify their manager or designee in advance and get written approval for using a paid personal day except for reasons beyond the employee's control that can be demonstrated. Such approval will not be unreasonably denied.

#### **8.4 Union Leave**

Upon the Union's written request, and upon not less than thirty (30) calendar days' written notice, one (1) bargaining unit employee shall be granted a leave of absence without pay or benefits, but without loss of seniority, for a period not to exceed one (1) year. The purpose of such leave shall be solely to permit the employee to act as full-time staff representative for the Union. An extension may be given at the sole discretion of the Chicago Housing Authority.

No more than two (2) Union officers, stewards, or committee members at one time may request a leave of absence of not more than thirty (30) calendar days for the purpose of attending Union conventions, training sessions, or seminars. Such written request must be made not less than thirty (30) calendar days prior to the start of such leave. The leave may be extended at the Authority's discretion. During the initial period (but not during any extension thereof) the Authority will continue to provide medical/dental/life insurance premium contributions during the initial period and any extension of the leave that may be granted.

#### **8.5 Paid Bereavement Leave**

In the event of the death of a current spouse, domestic partner, child, brother, sister, parent, current mother-in-law, current father-in-law, grandparent, grandchild, or legal ward, the employee shall be entitled to up to three (3) consecutive workdays off (one of which must be the day of the funeral/memorial service with pay at the employee's regular rate of pay. In the event the funeral/memorial service falls on a non-working day, the employee shall take the next work day(s) contiguous to the funeral/memorial service. Satisfactory proof of the requirements for paid bereavement leaves, including proof of attendance at the funeral/memorial service shall be furnished to the Authority to receive compensation.

For purposes of this section the relations listed include biological, adopted, and current step or foster relationships. In order to receive pay for time off for the funeral of legal wards and foster relations, the employee must submit letters of office, appointment, or other legal documents, for guardianships and foster relationships.

#### **Funerals outside of Chicago**

In the event the funeral/memorial service takes place two hundred fifty (250) miles or more outside of the City of Chicago limits, the employee may be granted five (5) days off (one of which must be the day of the funeral/memorial service. The workdays off shall be with pay at the employee's regular rate of pay provided that such five (5) consecutive days off are required to attend the funeral/memorial service.

#### **8.6 Paid Sick Leave**

- Paid Sick Days Accrual
- All regular, full-time bargaining unit employees shall accrue sick leave at the rate of 3.69 hours per pay period which is an average of twelve (12) paid sick days per year.

- Accumulation

Employees may carry over from year to year a maximum of one thousand forty (1040) unused sick hours. Employees who have accumulated in excess of one thousand forty (1040) unused bank sick leave hours by the last day of the last payroll period of December shall forfeit all unused bank sick hours in excess of one thousand forty (1040) hours. Unused sick leave hours accumulated will be forfeited upon the employee's separation from CHA employment.

- Use

Sick leave time may be used under the following circumstances:

1. Illness or non-job injury of the employee;
2. An employee who is injured on the job and leaves work for medical treatment for such injury shall be paid for times lost from work for such treatment on the day of the injury; The first (1st) day after the date of injury, the applicable laws of workers compensation shall be applied;
3. Medical, dental or optical appointments with prior approval of the immediate supervisor;
4. An employee being quarantined for having been exposed to contagious disease so that the employee's presence would jeopardize the health of others;
5. Cases of serious illness which can be verified in the employee's immediate family, (parent, brother or sister, spouse or child) which requires the employee's presence, not to exceed three (3) days; and,
6. The minimum amount of sick leave which can be charged is one (1) hour.

### Proof of Illness

A supervisor may require an employee to provide a written doctor's statement verifying the illness and a time estimate of the employee's ability to return to duties whenever an employee has been absent for three (3) work days or more. Where the employee has been absent due to an injury, operation, or for other extensive medical care, the employee must bring a statement from a doctor verifying the employee is able to return to work duties. The Authority may require an employee to be examined by a doctor of its

choice when a question arises about an employee's ability to return to work. Employees who use or attempt to use sick leave for any other purpose must be disciplined, up to and including discharge, which is subject to the grievance procedure.

### **8.7 Paid Military Training or Duty Leave**

A regular, active full-time employee with at least one (1) year of service with the Authority who is a member of the National Guard or Reserve Corps of the United States Shall be entitled to leave-with-pay, not exceeding ten (10) working days, while engaged in active duty or training

with the employee's military unit. In order to receive the ten (10) days compensation, the employee must turn over the military compensation or the employee will forfeit the Authority's compensation by retaining the military compensation. An employee requesting this leave must submit a copy of the orders in advance which require the employee's participation, and upon completion of training or duty, must submit a statement signed by the Commanding Officer or other suitable Officer verifying the employee's attendance for the period involved no later than forty-five (45) calendar days, or the employee shall forfeit their right to compensation.

### **8.8 Unpaid Military Service Leave**

A regular, full-time employee who enters the Armed Forces of the United States shall be granted a leave of absence from the Authority in accordance with the Uniformed Services Employment and Reemployment Rights Acts (38 U.S.C. Sec. 4304 et seq.) or other applicable law.

### **8.9 Leave of Absence - FMLA**

In accordance with the Family and Medical Leave Act of 1993 and as may be amended, eligible employees are entitled to take up to twelve (12) weeks of leave during a twelve (12) month rolling period subject to conditions specified in the Authority's FMLA Policy.

Employees who have worked for the Authority for at least 12 months and at least 1,250 hours during the prior twelve (12) months may be eligible to take up to twelve (12) weeks of unpaid leave within a rolling twelve-month period for the following reasons:

- Birth and/or care of a newborn child of the employee
- Placement of a child into the employee's family by adoption or by a foster care arrangement
- to care for the employee's spouse, partner, child or parent who has a serious health condition;
- to receive care for your own serious health condition which renders the employment unable to perform one or more of the essential functions of the employee's position
- Leave due to the birth or placement of a child in your home for adoption or foster care must be taken in one continuous 12-week segment and must be taken within 12 Month of the birth or placement of a child.
- Military Leave

You may take leave due to your own or a family member's serious health condition in:

- one continuous 12-week segment
- an intermittent schedule, such as one day off each week or
- a reduced schedule such as beginning two hours late twice a week

The employee must comply with the Authority's policy concerning the conditions, eligibility requirements, and obligations of the FMLA. Failure to follow the policy will lead to termination

of the employee. The Human Resources Department is responsible for administering and approving such leaves.

Employees must fill out the appropriate documents at least thirty (30) calendar days prior to the start of the leave and return such documents to Human Resources for review and processing for approval.

#### Benefit and Credit for Service during FMLA Leave

- (a) [a] Life, dental and medical coverage may be continued during a FMLA leave of absence. The employee must pay the appropriate premium[s] according to the Authority's FMLA policy, procedures and applicable laws;
- (b) Employees shall not accrue vacation or sick-time credits during a leave of absence when not in pay status, and employees must use all applicable banked benefits denoted in Article 8 during FMLA leave;
- (c) Seniority credit or accrual will be suspended and the accrued balance carried on the seniority list until the employee's return;
- (d) Employees are not paid holidays while on leave of absence; and,
- (e) Employees returning from an approved FMLA leave shall be restored to the same or equivalent position which the employee was in before the FMLA leave started unless the employee is laid off during the FMLA leave as provided for in the Reduction in Forces article of this Agreement.

#### **8.10 Unpaid Personal Leave**

A regular, full-time, non-probationary, active employee who has at least one (1) year of continuous employment service in this bargaining unit may request an unpaid personal leave if the FMLA does not apply and may be granted up to two-hundred and ten (210) calendar days. Such unpaid personal leaves are of primary benefit to the employee and shall be interpreted as a privilege rather than a right. All requests for such leaves must be submitted in writing to their supervisor and the Director of Human Resources or designee. Employees must secure Human Resources and their Department's approval for such leaves prior to their absence. Such unpaid leave of absence shall not be used for the purpose of securing alternative employment - self-employment. An employee during such leave may not be gainfully employed - independently self-employed without the prior approval by the Director of Human Resources. Violation of the provisions shall subject the employee to immediate discharge with loss of all benefits and rights accrued or granted per the terms of the Agreement.

The written request shall state the length of leave desired, and the reason for leave, each request for such unpaid leave of absence is within the sole discretion of the Authority to grant or deny.

Employees shall not accrue seniority, sick-time, personal time, annual time, holidays, or any other compensatory benefits while on such leave. Failure to follow the conditions, requirements and obligations of the leave will result in termination.

Employees returning from any type of absence must notify their immediate supervisor in writing and Human Resources at least two (2) weeks prior to the expiration of the approved unpaid personal leave period of the employee's availability to return to work. Prior to the start of an unpaid personal leave, employees must use all available annual, personal days, and, sick time, if applicable, or any other compensatory benefits. The employee must also make arrangements to pay the applicable health/dental/life insurance premium(s) (COBRA) and other eligible benefits available while on unpaid personal leave, or their insurance coverages shall be canceled during the leave. The employee must submit to a drug/alcohol test and possibly a physical examination prior to returning to work if approved.

Reinstatement will be made, upon request, within the time approved, according to the plan included in the approval for the leave, as follows:

1. Immediately to the same position, if vacant or filled by temporary assignment or appointment; or,
2. Immediately to a position of like duties and pay if available; or,
3. To a position of like duties and pay of one is available within a period of one (1) year. For this purpose, the person's name will be entered on the Recall List.

### **8.11 Medical and Dental Insurance**

The Authority will provide and maintain medical and dental insurance for current, full-time, active, eligible employees who are members of the bargaining unit covered by this Agreement. The coverage plans will be the same as provided to non-union employees. Coverage will begin on the first of the month following employment, provided that all necessary enrollment forms are completed.

Single or dependent medical/dental coverage eligible participants and dependents shall be available at the same contribution rates applicable to Non-Union employees. Such medical and dental coverage will terminate immediately upon separation except to the extent the employee is entitled to maintain such coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, (COBRA).

Employees in the bargaining unit shall pay an annual employee contribution to the premiums for the coverage effective the first payroll period in January per the following salary percentages.

<b>Single</b>	<b>Family +1</b>	<b>Family</b>
2.3371%	3.1646%	3.7508%

### **8.12 Uniforms**

Upon the Authority requiring employees to wear uniforms, the Authority will shall furnish employees five (5) uniforms by February 1st each year. The Employer will pay each employee a cleaning allowance of one hundred dollars (\$100.00) per calendar quarter, effective the next quarter after ratification and Authority's Board approval of this Agreement. Payment shall be made the second pay period following the end of each calendar quarter.

### **8.13 Jury Duty Leave**

All regular, full-time, active, non-probationary employees are authorized to be absent from work with pay when summoned for jury duty up to thirty (30) calendar days per year provided the employee:

- (1) Sign over the Authority the jury duty per diem;
- (2) Was otherwise scheduled to work;
- (3) Has advised the supervisor in writing of the jury obligation in advance and submits a copy of the jury summons; and,
- (4) Provides daily proof of jury service.

This provision does not apply to cases in which employee is one of the litigants.

### **8.14 Voting Time**

All employees eligible and desiring to vote who start work between 7:00 a.m. - 9:00 a.m. shall leave home at their regular time and be allowed up to, but no longer than, two (2) hours from their regular starting time to arrive for work late without losing compensation if a certificate of voter participation is provided upon the employee reporting to work. In no event will permission be granted for leave to vote in the afternoon.

### **Union Voting**

Employees are permitted to take two (2) hours to vote in the Union election held once every three (3) years. The Union will notify management a reasonable time in advance of the election of the specific time during the day the employee will be required to be relieved of job duties in order to vote. Employees must notify their supervisor prior to the Election Day and provide proof of voting to receive the time paid.

### **8.15 Pension**

The Chicago Housing Authority provides a Retirement Plan, (the Plan) for regular, full-time, eligible employees who have one (1) year of continuous, active service. Employees who are eligible to participate will be covered and governed by provisions of the Plan as restated effective July 1, 1997 and as amended.

### **8.16 Group Term Life Insurance**

Each eligible participant is insured under a group term a life insurance plan after one (1) year of continuous, active pay status equal to one and one-half (1½) times the employee's annual wage in effect at the time of enrollment. The amount of such life insurance is adjusted each January 1st to an amount equal to one and one-half (1½) times the annual salary in effect on that date. Coverage ceases at the time of separation. Employees have thirty-one (31) calendar days from the coverage end date to convert all or part of the insurance to permanent form of individual life insurance policy. In such event, premiums shall be paid directly to the insurance company by the participant.

### **8.17 Mileage Reimbursement**

Mileage reimbursement of employees covered by this Agreement will be the current allowable IRS rate and as said IRS rate for all miles traveled between or within developments or other Authority locations, excluding the miles between the employee's home and the first stop of the day, and the mileage from the employee's last stop of the day to home or other location. Reimbursement will be administered in accordance with Authority policy.

### **8.18 Long Term Disability**

Employees who are regular, active, full-time and who have one (1) year of continuous active service are covered by the Chicago Housing Authority's Long Term Disability Plan as provided to non-union employees effective the first full pay period in January.

### **8.19 Short Term Disability**

The Chicago Housing Authority provides Short Term Disability coverage to eligible, active and full-time regular CHA employees who have been continuously actively employed for a period of one (1) year or more per the CHA Policy. Short Term Disability insurances commences after a fourteen (14) day elimination period as defined by the provider policy. The insurance currently provides a benefit based on the employee's current annual salary up to an established maximum per the provider Policy.

### **8.20 Long Term Care**

The Chicago Housing Authority provides Long Term Care coverage to eligible, active and full-time regular employees who have been continuously actively employed for a period of one (1) year or more per the CHA Policy. Long Term Care commences as defined by the provider Policy.

### **8.21 Family Military Leave Act**

In accordance with the Family Military Leave Act of August 14, 2005, employees will be granted up to thirty (30) days of unpaid leave for employees who are either spouses or the parent of soldiers being ordered into active military duty. Coverage under the Family Military Leave Act is limited to employees who have been employed for at least twelve (12) months and who have worked at least one thousand two-hundred and fifty (1250) hours of employment during the twelve (12) month period immediately preceding the commencement of the leave. Employees



are required to provide at least fourteen (14) day notice of the intended date upon which the leave will begin if the leave consists of five (5) or more consecutive work days. Employees must use all accrued vacation hours and other available paid leaves, excluding sick leave during the leave.

## **ARTICLE 9 - SENIORITY**

### **9.1 Definition**

Seniority is defined as the time spent in pay status with the Authority, an Employee will accumulate no seniority during the employee's probationary period. Upon successful completion of the probationary period, seniority will be credited retroactively to the first day of employment. An employee will not accumulate seniority during periods when the employee is employed but is not in pay status.

### **9.2 Loss of Seniority Rights**

Service of an employee shall be broken, seniority rights, if any, lost and the employment relationship terminated by:

- A. Resignation, discharge or retirement;
- B. Absence from work for a continuous period of one hundred eighty (180) days for any reason except: Twelve (12) months for a work-related illness or injury or a reduction in force except:
  - (i) employees with less than one (1) year of service;
  - (ii) employees engaged in military service; and,
  - (iii) employees on approved unpaid personal leave up to two-hundred and ten (210) calendar days and,
- C. Absence from work for three (3) consecutive working days without notifying the Authority;
- D. Failure to return at the expiration of leave of absence;
- E. Failure to report back to work within five (5) days after notice of recall which shall be sent certified mail to the address on record;
- F. Failure to obtain and retain a valid Illinois Driver's License as required per the job description; and,
- G. If convicted of a felony.

## **ARTICLE 10 - PROMOTION AND LATERAL TRANSFER**

### **10.1 Job Posting**

It is the policy of the Authority to promote from within the bargaining unit for higher graded bargaining unit job classifications not filled through demotion, lateral transfer or reduction in force, when possible. To this end, the Authority will post all bargaining unit vacancies via e-mail at the Office of Human Resources for a period of seven (7) workdays except for vacancies to be

filled through demotion, lateral transfer or reduction in force. Employees may bid on any posted job classification by delivering a written application for a posted job classification to the Office of Human Resources prior to the end of the posting period. In addition, the Authority will transmit the posting, either by e-mail, to the Union's Chief Steward and SEIU Local 73 Union Representative.

The Office of Human Resources will evaluate each application to determine whether the candidate meets the minimum qualifications of the job classification. Preferential consideration shall be given to internal candidates on the basis of seniority and ability and fitness to perform the required work.

The top three (3) candidates will be sent for an interview with the hiring supervisor. The supervisor may select one (1) of the three (3) candidates or request additional candidates if none of the three (3) is acceptable. In the event that there are no minimally qualified internal applicants, or none of the minimally qualified candidates is accepted, the Authority may hire from outside the bargaining unit.

### **10.2 Promotion**

The employee selected for promotion must satisfactorily complete a six (6) month probationary period to remain in the job classification. Failure to satisfactorily complete this period will result in the employee returning to the employee's original job classification, if available. In the event that employee's job classification is no longer vacant, the employee will be placed on the Recall List for one (1) year. An employee who successfully completes the probationary period is eligible to bid on another job posting following completion of the probationary period. A promotion will not affect an employee's annual increase.

### **10.3 Transfer**

The transfer of an employee laterally between departments from one (1) job classification to another of like pay grade and for which the employee is qualified may be affected when, in the opinion of the Chief Executive Officer or designee, such transfer is in the best interest of the Authority, the employee's status (probationary or non-probationary) remains the same where the transfer has not been at the employee's request. In the event that the transfer is at the request of the employee, the employee shall serve a six (6) month probationary period, the employee will be returned to their job classification, if still vacant or placed on the Recall List for up to one (1) year.

A lateral transfer within a department, division or development may be made by the Department Director. Proper notice shall be sent to the Director of Human Resources through supervisory channels. An employee laterally transferred within a department will not be required to serve an additional probationary period.

### **10.4 job Description**

Job descriptions are to be brought up to date for all bargaining unit job classifications and copies are to be forwarded to the Union. The Authority will post job openings via e-mail at the Office of Human Resources.

## **ARTICLE 11 - REDUCTION-IN-FORCE AND RECALL**

### **11.1 Position and Incumbent Selection**

In the event of a reduction-in-force, the Authority will select the position to be abolished and the appropriate size of the work force. The most senior employees (Authority Wide)

will be retained, provided they have knowledge, skill and ability to properly perform the duties of the position without further training, but with reasonable orientation except those employees who have received a suspension of five (5) day or more within the last year. If all things are equal, the least senior employee in the job classification will be laid off.

### **11.2 Notice and Bumping**

Employees shall have up to maximum of thirty (30) calendar days of the layoff or pay in lieu of notice except in circumstances beyond the control of the Authority in which event, such notice shall be given as soon as reasonably possible after the Authority knows.

- 1) The Authority will provide notice of the employee's placement to a position of a less senior employee, if they can exercise bumping rights;
- 2) In the most recent job classification(s) which the employee held within the ten (10) years prior to the date of the layoff notice; provided that the employee has the knowledge, skill and ability to perform the duties of the job classification without further training, but with reasonable orientation

### **11.3 Qualifying Period**

Employees shall have up to a maximum of thirty (30) calendar days to demonstrate that the employee is qualified to perform the duties of the job classification to which the employee has been assigned under the procedure in Section 11.2. If the employee does not qualify, the employee will be laid off.

### **11.4 Recall**

Employees laid off from a position will be recalled in reverse seniority order to their position. In the event that an employee has been placed in a lower graded position (either by filling a vacancy or bumping a less senior employee) and then receives a promotion to another position, they will have lost their recall rights.

Except as otherwise provided in this article, employees with one (1) or more years of seniority will retain their right to recall for one (1) year; employees with less than one (1) year seniority

who have successfully completed their probationary period shall be entitled to recall for a number of months equal to their months of seniority.

Employees on layoff status shall retain health and dental insurance coverage for a period of one (1) month following the month in which the effective date of the layoff occurs with the Employer paying the full premium, single or family plan as appropriate.

## **ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **12.1 Definition of Grievance**

A grievance is defined as a dispute or difference of opinion raised by an employee, by a group of employees, or the Union involving the meaning, interpretation, or application of the provisions of this Agreement.

### **12.2 Procedure**

In order to assure standard and consistent implementations of the Grievance Procedure, the Director of Human Resources or designee, shall be responsible for monitoring and reviewing all phases of the procedure. A grievance may be initiated by the aggrieved employee and/or the Union. It is understood, however, that the employee and/or the Union should attempt to satisfy concerns on an informal basis before invoking the procedure. In the event an informal resolution proves to be unsatisfactory, a grievance shall be filled and processed in the following manner:

#### **Step One (1)**

The grievant and/or the Union will reduce the grievance to writing on a grievance form and submit to their Manager within seven (7) working days of when the grievant knew or reasonable should have known of the events giving rise to the grievance but in no event longer than ninety (90) calendar days from the event giving rise to the grievance. The Manager or designee shall investigate all pertinent documents and information and meet with the grievant within seven (7) working days of the submission of the grievance. A Union steward may accompany the grievant. The Manager or designee shall render a response to the grievant and the Union within seven (7) working days of the meeting.

#### **Step Two (2)**

If the aggrieved employee is not satisfied with the Manager's or designee's response or no response within the time frame established, the employee and/or Union shall forward copies of the "Grievance Form" to the Director of Human Resources or designee within seven (7) working days of receipt of the Manager's Step One (1) response or no response. The Director of Human Resources or designee shall conduct an investigation of all available pertinent documents and information surrounding the grievance. The Director of Human Resources or designee shall meet with the Union representative within seven (7) working days of receipt of the grievance form and render a written response to the Union within ten (10) working days of meeting.

Grievances over termination for employment shall be initiated at Step Two (2) of the procedure by submitting a written grievance to the Director of Human Resources or designee, within ten (10) working calendar days of the employee's receipt of the notice of termination shall be simultaneously forwarded to the Business Representative. In the event/- the notice of termination is returned to the Authority as undeliverable or refused, the grievance must be filed within ten (10) working days after the postmark on the envelope in which the notice of termination was sent.

A grievance which concerns Authority-Wide policy, as opposed to department policy over which a Departmental Director has control, shall be initiated at Step Two (2) by submitting a written grievance to the Manager of Labor Relations, and the Department Director within seven (7) working days of the grievable event.

### **12.3 Arbitration**

The Union must notify the Director of Human Resources or designee, in writing of its intent to arbitrate a grievance within thirty (30) working days of receipt of the Authority's Step Two (2) response per the time frames established. The parties shall attempt to agree on an arbitrator. In the event the parties are unable to agree on an Arbitrator the grieving party must within forty-five (45) working days request from the Federal Mediation and Conciliation Service (FMCS), a panel of seven (7) qualified arbitrators who are members of the National Academy of Arbitrators. If the request for a panel of arbitrators is not filed in a timely fashion, the right to arbitrate the matter is waived and the matter shall be deemed to have been settled by the parties.

Within ten (10) working days after the receipt of the panel from (FMCS), the parties shall select as the arbitrator one (1) of the persons on the panel, or have the option to request one (1) additional panel per party from (FMCS). If the parties cannot agree on an arbitrator, both the Authority and the Union shall each alternatively strike names from the most recent panel submitted by (FMCS). The order of striking shall be determined by a coin toss. The last remaining person shall be the arbitrator.

### **12.4 Authority of the Arbitrator**

The arbitrator shall have no right to amend, nullify, ignore or add to the provisions of this Agreement. The arbitrator shall consider and decide the question presented to determine whether there has been a violation, misinterpretation, or misapplication of the specific provision of this Agreement. The arbitrator shall be empowered to determine only the issue raised by the grievance as submitted in writing at the second step. The arbitrator's decision on any issue not so submitted or raised shall not be considered. The arbitrator shall be without power to make any ruling contrary to or inconsistent with, in any way, the Agreement. The decision of the arbitrator shall be final and binding upon the Authority, the Union and the employee(s) involved, provided the decision is in conformity with the provisions of this Agreement.

### **12.5 Fees and Expenses of the Arbitrator**

The expenses and fees of the arbitrator shall be borne equally by the parties. All other expenses shall be paid by the party incurring them.

### **12.6 Processing and Time Limits**

The resolution of the grievance satisfactory to the Union at any step shall be deemed a final settlement, and any grievance not initiated or taken to the next step within the time limit specified herein will be considered settled on the basis of the last response or no response from management. All of the time limits specified in this Article are "of the essence" and can only be waived or extended by mutual written agreement. No arbitrator shall have the authority to find that any time limit has been waived or extended unless all of the provisions of this Article have been complied with.

### **12.7 Investigation of Grievances**

Grievance meetings shall be scheduled at reasonable times and in a manner, which does not unreasonably interfere with the Authority's operations or the work of any employee.

Grievance meetings will begin promptly as scheduled. Grievants who are not Union representative(s) will be allowed time off work without the loss of pay if reasonable and necessary to process grievances as described in Section 12.2 above. All time spent by the grievant or Union Steward must be approved in advance by their supervisor. Such time will not be unreasonably denied. It is the Union's responsibility to inform the grievant of such meetings. There will be no more than one (1) steward per department.

Where a grievance has advanced to Step Two (2), the Union shall be permitted to have the steward and/or the Chief Steward present when Step Two (2) meetings are held with the Manager, Labor Relations or designee and shall also be entitled to present witnesses who have relevant information regarding the grievance at hand. Upon signing this Agreement, the Union will present the Authority with a list of stewards including Chief Stewards, Stewards and committee members regardless of designation, and will advise the Authority of any change in the composition of the steward list during the term of the Agreement.

### **12.8 Exhaustion of Grievance Procedure**

It is the intent of the parties to this Agreement that the procedure set forth in this Article shall be mandatory as to any grievance unless expressly and specifically excluded by the terms of this Agreement.

### **12.9 Stewards**

All time spent by stewards, and representatives in arbitration hearings shall be without pay.

### **12.10 Expedited Arbitration**

With the mutual agreement of the parties, written warnings, suspensions and discharges, that have been processed through the grievance procedure, and which do not involve interpretation of the Agreement (other than those articles concerning discipline of employees arbitrarily) may be submitted to expedited arbitration rather than the arbitration process outlined in Section 12.3, Arbitration of Article 12, provided expedited arbitration has been requested within fifteen (15) calendar days after the Step Two (2) response (or failure to respond in a timely manner). If the request for expedited arbitration is rejected by either party, arbitration shall proceed in accordance with Article 12.3. Selection of the expedited arbitration process described in this section shall preclude the arbitrability of the matter so submitted to the regular arbitration process described above. The expedited arbitration process shall function as follows:

1. The Expedited Arbitration Panel shall be developed by the parties with the aid of the Federal Mediation and Conciliation Service or other service mutually agreed upon.
2. Each twelve (12) months, the parties will select five (5) Midwest based arbitrators to be members of the Expedited panel who will be assigned to cases on a rotation system. The order of rotation shall be chosen by lottery at the beginning of each year. Immediately upon such notification, the designated arbitrator shall arrange a place and a date for hearing promptly but within a period of not more than ten (10) business days. If the designated arbitrator is not available to conduct a hearing within the ten (10) business days, the next panel member in rotation shall be notified and so on until an available arbitrator is selected. Extension of the time limits requires written agreement of the parties.
3. If either party concludes that the issues involved are of such complexity or significance as to warrant reference to regular arbitration, that party shall notify the other party of such reference at least seventy-two (72) hours prior to the scheduled time of the expedited arbitration. The party who cancels the expedited arbitration shall be responsible for paying all of the arbitrator's cancellation fees, if any.
4. The hearing shall be conducted in accordance with the following:
  - a) The hearing shall be informal. Generally, opening and closing statements can be made. The parties will have the right to either use direct examination to present their case or to have their witnesses briefly state their testimony. Witnesses shall be sworn and shall be subject to cross examination.
  - b) Generally, counsel will not be used. However, if one (1) party decides to utilize the services of counsel, it shall notify the other party in writing via mail or facsimile at least seven (7) business days prior to the scheduled date of the expedited arbitration.
  - c) No briefs shall be filed, however, either party may cite relevant case law, statutes, prior awards or other reference materials that support its position and provide copies of the same to the arbitrator at the hearing. Said materials will be provided as soon as available to the other prior to the hearing. A verbatim record of the hearing

- shall be made by either a stenographer or by audio recording. No transcript shall be written except upon request of either of the parties. The parties shall equally bear the cost of having a stenographer present for the hearing. Any party who orders a written transcript shall be responsible for the cost of transcribing the original. If the other party orders a copy, that party shall be responsible for the cost of the copy.
- d) There shall be no formal rules of evidence but the arbitrator shall be able to exclude evidence from consideration if the arbitrator determines that the evidence is not probative of any issue, is prejudicial or there are other grounds on which the arbitrator believes the evidence should not be accepted. For these purposes, the Federal Rules of Evidence shall be used as a general reference for the arbitrator and the parties.
  - e) The authority of the arbitrator shall be as set forth in the arbitration article.
  - f) The hearing shall be completed within six (6) hours. The parties shall have three (3) hours each to present their cases-in-chief and rebuttals. The arbitrator may, in their discretion, issue a bench decision at the conclusion of the evidence and closing argument. In the case of a bench decision, the arbitrator shall issue a written award within seventy-two (72) hours of the close of the hearing, said written award shall briefly state the evidence, the arguments and the arbitrator's conclusions. If the arbitrator does not issue a bench decision, the arbitrator shall in any event render a written decision within seven (7) calendar days of the close of hearing, the arbitrator's decision shall be final and binding.
  - g) The Authority and the Union will produce for the other party, copies of requested information in its possession which is relevant to the expedited arbitration in a timely manner. The arbitrator may draw negative inferences when such requested information is not provided.
  - h) The time limits set forth herein are of the essence and may not be extended except upon mutual written agreement of the parties. No arbitrator shall deem said time limits waived unless these provisions are strictly adhered to.

### **ARTICLE 13 - WORKING CONDITIONS**

#### **13.1 Safety**

The Authority will use its best efforts to comply with all applicable local, state and federal health and safety laws and regulations. Upon receiving any legitimate complaint from an employee, the Authority will investigate such complaint.

### **ARTICLE 14 - DRUG AND ALCOHOL TESTING**

#### **14.1 Policy Statement**

The Chicago Housing Authority's essential mission is to provide services and housing to its residents and to serve the general public in carrying out its mission in a safe and economic



manner. The parties to this Agreement recognize that drug and alcohol abuse in the workplace has a deleterious effect on the health and safety of employees, as well as their morale and productivity, all of which creates an undue burden on the persons which the Authority and the employees covered by this Agreement serve.

The Authority and the Union maintain a strong commitment to residents and to providing a safe and drug/alcohol free working environment. To this end, the Authority has also established its confidential Employee Assistance Program for employees with personal problems, including alcohol and substance abuse, and the parties to this Agreement urge employees who have such problems to utilize the Program's service.

#### **14.2 Disciplinary Action**

- (a) All employees must report to work in a physical condition that will enable them to perform their jobs in a safe manner, Further, employees shall not, use, possess, dispense or receive prohibited items or substances on or at the Authority's premises. Nor shall they report to work under the influence of drugs and/or alcohol.

When, based upon the direct observation of a supervisor, the Authority has reasonable individualized suspicion to believe that an employee is under the influence of drugs and/or alcohol, the Authority shall have the right to subject that employee to a drug and/or alcohol test. Where practicable, a supervisor whose observations give reasonable suspicion to believe that an employee is under the influence, the supervisor will request that another supervisor confirm the observations. At the Authority's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated.

- (b) All adverse employment action taken against an employee pursuant to this program shall be subject to the Grievance and Arbitration Procedures of this Agreement.

#### **14.3 Drug and Alcohol Testing**

- (a) The Authority may require drug and/or alcohol testing under the following conditions:
  - i. Tests may be administered in the event that a supervisor has reasonable suspicion to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol;
  - ii. Tests may be required if an employee is involved in a workplace accident or physical altercation;
  - iii. Tests may be required as part of a follow-up to counseling, rehabilitation or after-care plan for substance abuse for up to a one (1) year period; and,
  - iv. Tests may be administered to employees who are returning from any absence of thirty (30) or more calendar days.

- (b) Employees who are subject to testing may request the presence of a Union representative at the testing provided that the attendance of the Union representative will not compromise or delay the testing.
- (c) Employees to be tested will be escorted to the testing laboratory by a Management Representative.
- (d) Drug and alcohol testing will be conducted by an independent laboratory accredited by the National Institute on Drug Abuse, and may consist of either blood or urine tests, or other acceptable methods of testing. The Authority reserves the right to utilize a breathalyzer test for the presence of alcohol, in lieu of other clinical testing.
- (e) Laboratory testing procedure will conform to the procedures specified in the national Institute on Drug Abuse ("NIDA") guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by NIDA.
- (f) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the NIDA guidelines (and as they may be amended) shall be regarded as positive. 11
- (g) Initial and confirmatory (or breathalyzer) test results which meet or exceed the level of blood alcohol established in the Illinois Motor Vehicle Act as legal intoxication shall presumptively establish that the tested employee was under the influence of alcohol.
- (h) The cost of initial and confirmatory testing will be borne by the Authority.
- (i) Drug and alcohol test results shall be reported to the Director of Human Resources or designee in the manner to be prescribed by the Director. The employee shall be notified of the test results. The Director will inform the applicable Department Director of any employee who tests positive for alcohol or drugs.
- (j) All urine or blood samples shall be taken in sufficient quantity as to allow for re- testing. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. Any employee whose test result is positive may elect, at the employee expense, to be re-tested by the same or other NIDA certified laboratory satisfactory to the Director of Human Resources, provided that the Authority's testing laboratory shall arrange for transmitting the original sample or a part thereof to the second laboratory. Positive results of said re-testing shall be conclusive as to the presence of alcohol or drugs.
- (k) No laboratory report or test results shall appear in the incumbent's personnel file unless they are part of a personnel action under this program, but shall be placed in a special locked file maintained by the Director or designee, and the results shall not be disclosed except as such disclosure may be required by this Policy, law or ordinance or upon the employee's express written consent.

#### **14.4 Employee Assistance Program**

Employees are encouraged to seek help for drug or alcohol problems before it deteriorates into a disciplinary matter and may participate if they wish in voluntary Employee Assistance Program available through their medical carrier.

## **ARTICLE 15 - NON-DISCRIMINATION**

### **15.1 Non-Discrimination**

Neither the Authority nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, disability, marital status, sexual orientation, Union affiliation, religion, parental status, military discharge, political affiliation and/or beliefs.

### **15.2 Americans with Disabilities Act**

The CHA is committed to complying fully with the Americans with Disabilities Act (ADA, Section 504 of the Rehabilitation Act of 1973, and all other state, federal and local laws ensuring equal opportunity in employment for qualified persons with disabilities. It is the policy of the CHA to fully explore reasonable accommodations in accordance with the law to enable disabled individuals to safely and effectively perform their jobs. This is neither exhaustive nor exclusive.

In the event the Authority shall make a reasonable accommodation under the Americans with Disabilities Act ("ADA"), or the regulations promulgated there under to the disability of any employee that may be in conflict with any provisions of this Agreement, the Authority shall be privileged to make such accommodation notwithstanding the requirements of this Agreement.

Prior to the implementation of any such accommodation, the Authority shall notify the Union. If promptly requested to do so, the Authority shall meet with the Union to discuss such accommodation, provided the employee requesting such accommodation does not object to such discussion on the basis of any legal claim of confidentiality. No incumbent shall be displaced from their present job by any such accommodation.

## **ARTICLE 16 - SECONDARY EMPLOYMENT**

Full-time employees may have secondary employment, provided, however, that such secondary employment does not interfere with full-time employment with the Authority. The Authority reserves the right to restrict any secondary employment for good cause.

## **ARTICLE - 17 SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect, In such event, upon request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

## **ARTICLE 18 - COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

#### **ARTICLE 19- DURATION ENFORCEMENT AND DISPUTES RESOLUTION**

The Agreement shall be effective from January 1, 2019 and shall remain in full force and effect until December 31, 2022. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than ninety (90) days preceding expiration and no later than sixty (60) day preceding expiration. The notices referred to shall be considered to have been as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be written the date of receipt.

Effective this 21<sup>st</sup> day of May 2019 this Agreement is approved for submission to the Chief Executive Officer, Board of Commissioners and subject to the approval of the U.S. Department of Housing and Urban Development.

**SCHEDULE A**  
Bargaining Unit  
**JOB CLASSIFICATIONS AND GRADES**

<u>Title</u>	<u>Grades</u>
ADMINISTRATIVE ASSISTANT I (CAC/LAC)	58
ADMINISTRATIVE ASSISTANT II	59
ADMINISTRATIVE ASSISTANT III	60
ACCOUNTS PAYABLE BOOKKEEPER	62
ADMINISTRATIVE SECRETARY I (ITS)	59
ADMINISTRATIVE SECRETARY I (CCD)	57
ADMINISTRATIVE SECRETARY II (HR)	58
ADMINISTRATIVE SECRETARY III	61
ADMISSIONS & OCCUPANCY ASST (Property Division)	59
AUDIO ENGINEER	60
DESKTOP TECHNICIAN (ITS)	61
DOCKET CLERK II (Legal)	60
EMERGENCY DISPATCHER (Property Division)	59
FACILITIES MAINTENANCE TECHNICIAN (General Services)	57
FINANCIAL CLERK (CAC)	58
FLEET ASSISTANT (General Services)	58
FRONT DESK MONITOR (Property Division)	57
GENERAL COORDINATOR	58
LEGAL SECRETARY II (Legal)	59
MAIL DISTRIBUTION CLERK (General Services)	57
MAIL ROOM CLERK II	58
PERSONAL ASSISTANT (CAC/LAC)	60
RECEPTIONIST (HR) <i>(during comp study position reclassified to Adm Sec 2)</i>	55
RELOCATION SPECIALIST (Resident Services)	62
REPRODUCTION CLERK <i>(to be updated to Facilities Maintenance Tech)</i>	53
SECTION 3 COORDINATOR	62
SENIOR COORDINATOR*	59
TECHNICAL SUPPORT ANALYST I	61
TECHNICAL SUPPORT II	62

**2019 UNION SALARY-SCHEDULE B**

	LOWER			UPPER		
	MINIMUM	CONTROL POINT	MIDPOINT	CONTROL POINT	MAXIMUM	
50U	\$ 9,6197	\$ 20,008.98	\$ 22,250.59	\$ 11,8860	\$ 24,722.88	\$ 29,667.46
51U	\$ 10,0821	\$ 20,970.77	\$ 23,320.13	\$ 12,4573	\$ 25,911.18	\$ 31,093.50
52U	\$ 10,6600	\$ 22,172.80	\$ 24,656.94	\$ 13,1715	\$ 27,396.72	\$ 32,875.86
53U	\$ 11,3530	\$ 23,614.24	\$ 26,259.79	\$ 14,0277	\$ 29,177.62	\$ 35,013.06
54U	\$ 12,1046	\$ 25,177.57	\$ 27,998.46	\$ 14,9564	\$ 31,109.31	\$ 37,331.22
55U	\$ 13,0869	\$ 27,220.75	\$ 30,270.24	\$ 16,1700	\$ 33,633.60	\$ 40,360.53
56U	\$ 14,1853	\$ 29,505.42	\$ 32,810.96	\$ 17,5272	\$ 36,456.58	\$ 43,748.02
57U	\$ 15,5143	\$ 32,269.74	\$ 35,884.99	\$ 19,1694	\$ 39,872.35	\$ 47,846.66
58U	\$ 17,0745	\$ 35,514.96	\$ 39,493.79	\$ 21,0971	\$ 43,881.97	\$ 52,658.53
59U	\$ 18,9815	\$ 39,481.52	\$ 43,904.64	\$ 23,4534	\$ 48,783.07	\$ 58,539.73
60U	\$ 21,1777	\$ 44,049.62	\$ 48,984.62	\$ 26,1671	\$ 54,427.57	\$ 65,313.04
61U	\$ 22,6456	\$ 47,102.85	\$ 52,379.81	\$ 27,9807	\$ 58,199.86	\$ 69,839.95
62U	\$ 24,2308	\$ 50,400.06	\$ 55,943.89	\$ 29,8557	\$ 62,099.86	\$ 74,676.37
63U	\$ 25,9269	\$ 53,927.95	\$ 59,859.90	\$ 31,9455	\$ 66,446.64	\$ 79,903.62

**MEMORANDUM OF UNDERSTANDING**

The parties agree to meet within six (6) months after the approval of this agreement by the Chicago Housing Authority Board of Commissioners for the purposes of negotiating the inclusion and/or exclusion of the following titles into the current collective bargaining agreement between the Chicago Housing and the Service Employees International Union Local 73:

POSITION.DESCRPTION	PAY- GRADE
ACCOUNTING ASSISTANT FIN-811	60
ACCOUNTS PAYABLES SPL FIN-811	62
ACCOUNTS RECEIVABL SPL FIN-811	61
ASSOC PRG SPL-RES SVC RES-905	61
DOC CONTROL ADMNSTR CCD-730	63
EDUCATION NAVIGATOR RES-905	63
ENGAGEMENT LIAISON PCT-855	63
EXEC ADM ASST II RES-905	63
EXEC ADM ASST III RES-905	62
FAIR HOUSING ANALYST/COORDINATOR HCA-505	63
HCV SYS ADMINISTRATOR HCV-505	63
HCV, IP! ENFRCE SPECL HCV-505	61
HEARINGS COORDINATOR LGL-761	62
HOUSING LOCATOR HCV-505	62
ICPV ANALYST HCV-505	63
LOAN ADMNSTR ODM-735	63
OCCUPANCY SPECIALT I PR0-740	61
OCCUPANCY SPECIALT II PR0-740	63
PBV COMPLI & PROCESS ANL PR0-500	62
PERMITTG & UTIL COORD CCD-730	65
PROGRAM SPL-FAM WKS RES-905	63
PROGRAM ANALYST HCV-505	61
PROGRAM COORDINATOR HCV-505	61
PROGRAM SPL, MOBILITY RES-905	63
PROJECT COORD 2 CCD-730	63
PROJECT COORDINATOR PR0-740	60
QC HUD FILE REV HCV-505	63
QC INSPECTOR HCV-505	64
SECURITY VIDEO ANALYST PR0-580	63
WORKFORCE COORD RES 905	63

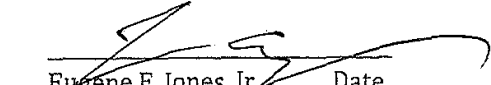
Upon agreement of the aforementioned titles, affected employees will be placed in the Union within thirty (30) calendar days. Additionally, a unit clarification petition will be submitted to the labor board.

## **MEMORANDUM OF UNDERSTANDING**

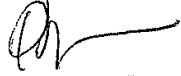
During the lifetime of this contract bargaining agreement, if the hours of operation change, per Article 7.1, 7.2, 7.3, 7.4, 7.6 we agree to bargain with the union.



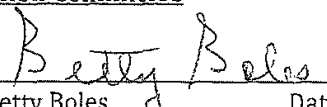
**FOR THE AUTHORITY:**

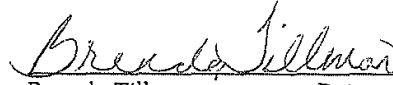
  
Eugene E. Jones, Jr.      Date  
Chief Executive Officer

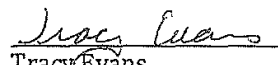
**FOR LOCAL NO. 73**

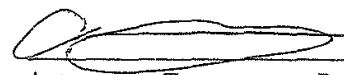
  
Dian Palmer      Date  
President

**Union Committee**

  
Betty Boles      Date  
Director, SEIU Local 73

  
Brenda Tillman      Date  
Chief Union Steward

  
Tracy Evans      Date  
Union Steward

  
Antwanette Turner      Date  
Union Steward