

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CORVIAS CAMPUS LIVING  
WSU, LLC**

**at**



**WAYNE STATE  
UNIVERSITY**

**AND**

**UNITE**HERE!** Local 24  
AFL-CIO**



**Effective: September 1, 2020 - August 31, 2023**

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## **ARTICLE 1 - PREFACE**

Corvias Campus Living (hereinafter referred to as “Corvias” or the “Employer”) and UNITE HERE! Local #24 recognize their moral and legal responsibilities under Federal, State and Local laws.

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

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

### **A. General Purpose:**

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

### **B. Labor-Management Cooperation:**

This Collective Bargaining Agreement is entered into Corvias and UNITE HERE! Local 24, with a commitment to a cooperative partnership. The parties recognize the need for a contemporary approach to Union-Management relations which aims to maximize the success of the goals of the Corvias.

We mutually recognize that:

Employees want to be involved in decisions that affect them; Employees take pride in their jobs; Employees strive to deliver excellent service; Employees benefit from full adherence by all parties to the spirit and intent of this collective bargaining agreement.

In recognition of the foregoing, both parties agree to meet at predetermined quarterly intervals, to discuss Employee suggestions, problems, methods of improving morale and other similar subjects and concerns either party may have. Ongoing communication at all levels is essential for this optimal labor-management relationship.

C. Management Rights:

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

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

D. Definitions:

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

## **ARTICLE 2 - RECOGNITION AND UNION MEMBERSHIP**

- A. Corvias "The Employer" agrees to recognize the Union as the sole and exclusive bargaining agent for full-time non-probationary employees of the Corvias, who are employed at all Housing operations at Wayne State University as listed in Article 23 of this Agreement.
- B. Present employees or future employees shall not be discriminated against as a result of Union membership.
- C. Employees may obtain and maintain membership in the Union immediately following their probationary period, or the effective date of this Agreement, whichever is later. Membership in the Union is defined as the obligation to pay periodic dues and initiation fees, or upon a timely request of a non-member employee to the Union, to pay that portion thereof which represents the Union's costs of representing employees.

## **ARTICLE 3 - COLLECTION OF UNION SERVICE FEE**

- A. Payment by Check-off: Members of the Bargaining Unit may tender their Union Dues or a Union Service Fee if any, established by the Union by signing an authorization check-off form.
- B. Check-off Form: During the life of this Agreement and in accordance with the terms of the authorization for Union Dues or Service Fee (if any) check-off form, the Employer agrees to deduct such Dues or Fees in the amount uniformly required of Bargaining Unit members of the Union from the pay of each member of the Bargaining Unit who executes the Union check-off form.

The Employer shall not be responsible for checking off or collecting Union Dues or Service Fees during periods of leaves of absence for which the Employee received no pay from the Employer.

- C. It shall be the duty of the Employer at the time of hire to provide the Employee with the Check-off Form and inform the Employee of his/her ability to pay a Service Fee (if any).
- D. The Employer shall notify the Union within ten (10) days of any Employee hired, rehired, reinstated, or transferred into the Bargaining Unit, and will furnish the Union, no later than the tenth (10th) of the month a listing of all Union Dues or Union Service fees deducted for the previous month showing the name, file number, pay code, and amount deducted from all members of the Bargaining Unit, including additions and deletions since the last listing with explanation of changes.

- E. The Employer shall not be liable to the Union by reason of the requirements of this section for the remittance or payments of any sum other than that constituting actual deductions made from wages earned by Employees.
- F. The Union shall indemnify and hold The Employer harmless from any and all claims, demands, suits or any other action(s) arising from the terms of this Article.

## **ARTICLE 4 - PTO, BEREAVEMENT DAYS AND JURY DAYS**

The Employer provides paid time off (PTO) to employees who are regularly scheduled to work 30 hours or more each week. Employees may use PTO for any reason, including but not limited to vacation, sick, personal appointments, or family business. PTO may be used in hourly increments.

Non-exempt (hourly) employees must use available PTO to cover any missed hours in a given work day unless they receive advanced approval from the Operations Director to make up those hours during the same work week.

Employees are required to request all foreseeable PTO with reasonable advance notice and gain their manager's approval. Employees must notify their supervisor prior to the start of the regularly scheduled shift if they will be absent. Failure to properly notify supervisors of an absence in a timely manner is a violation of Company policy and is subject to disciplinary action. Repeated or continual violations of this policy may result in termination. Except under some circumstances, if an employee is absent from work for medical related reasons for three or more consecutive days, medical documentation will be required to return to work. Failure to provide proper notification will be considered as job abandonment, resulting in the termination of the employment relationship.

### Time-Off Accrual:

Employees will accrue time off on a per-pay-period basis beginning on their date of hire

PTO Per Pay Period Accruals			
*employee's move up in accruals in January of the year they hit their milestone anniversary (5, 10, 20 years)			
Length of Service	Accruals Per Pay period	Annual Accruals (Hours)	Annual Accruals (Days)
	Full Time	Full Time	Full Time
Date of Hire	5.54 hours	144 Hours	18 Days
At 5 Years	7.08 hours	184 Hours	23 Days
At 10 Years	8.62 hours	224 Hours	28 Days
At 20 Years	10.16 hours	264 Hours	33 Days

according to their level of position and according to the length of service and level of position in subsequent years. Accrual rates are as follows:

Advancing to the Next Tier in PTO Accruals: Employees who reach a service anniversary milestone during the course of the year will move to the next tier of PTO accruals in January of that year.

Carry Over:

Except where otherwise required by law, employees may carry over up to 40 hours of unused PTO to the following year. For 2017 only, employees may carry over up to 80 hours of unused PTO to the following year (2018).

Upon takeover of operation from Wayne State, Corvias will transfer the balance of vacation reported to Corvias by Wayne State in the PTO bucket for affected employees. Personal days and floating holidays will not be transferred.

Sick Leave Bank:

Accrued sick leave balances that exist under previous time off plans with WSU will be placed in a separate “bank”. This time can only be used in the event you have exhausted your PTO and you needed additional time for an approved medical leave of absence for your own medical condition.

Time Off Requests:

Time-off requests must be submitted to the employee’s supervisor with reasonable advance notice. PTO can be taken in as little as 2 hour increments. Approval is at the sole discretion of the supervisor. If a request is not approved and the time off is still taken by the employee, disciplinary action may be taken. If an employee has no accumulated PTO and must miss a day of work, he/she may request to take an unpaid day subject to approval and subject to the unpaid leave policy.

Paid Time Off at Termination:

If an employee separates from the Employer for any reason, he/she will be paid for unused PTO hours accrued at the time of separation in accordance with state law.

Bereavement Leave:

The Employer may grant up to three days of paid leave in the event of the death of an immediate family member. Immediate family members are defined as spouse, domestic partner, child, mother, father, siblings, in-laws or grandparents. Special consideration will be given on a case-by-case basis should an employee seek leave for the death of an individual not specifically defined here. The employee must obtain his/her supervisor’s approval prior to taking this leave. Approval is at the sole discretion of Corvias management.

Jury Duty:

The Employer will pay an employee the hours spent serving on jury duty that occur during his/her normal work schedule. They will not be considered as hours worked for overtime purposes. The employee must submit a copy of the summons paperwork to his/her supervisor,



which will then be forwarded to Payroll. The employee must report to work when excused from jury duty during normal work hours. Typically, paid leave for jury duty will be limited to thirty (30) days during any one (1) calendar year. Any time required for jury duty beyond thirty (30) days will be considered unpaid leave.

## **ARTICLE 5 - HOLIDAY PAY**

The Employer provides a number of paid holidays every year. Full-time employees are eligible for holiday pay upon hire. Employees shall be paid time and one-half for the following holidays, if worked, and straight time, if not worked

For each calendar year, a schedule of holidays for the upcoming year will be distributed. The number of holidays will remain the same, the dates the holidays will be observed will vary based on the day the holiday falls in the calendar year.

New Year's Day Observed

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

The day after Thanksgiving

Christmas Day

An additional day before or after Christmas Day (dependent on the day of the week for that calendar year)

Campus locations will also have two floating holidays that will be determined in advance by the leadership team in accordance with the needs of the University.

If a scheduled paid holiday falls within an employee's approved time-off period, it will be regarded and paid as a holiday and will not count against the employee's PTO.

An employee may be required to work certain holidays and will be paid in accordance with state and federal law.

In order to be eligible for holiday pay in accordance with the foregoing sections, an employee must work his/her last scheduled work day preceding and the first scheduled work day following the holiday, unless excused by the Operations Director.

## **ARTICLE 6 - EVALUATIONS**

- A. The job performance of Employees will be evaluated periodically on forms developed by the Employer, and may also be evaluated informally as necessary.

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

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

## **ARTICLE 7 - MEDICAL, DENTAL, AND VISION INSURANCE**

### Section 1.

- (A) For the duration of this collective bargaining agreement, the Employer agrees to contribute for each employee covered by this agreement who is eligible for health and welfare benefits under this agreement (see section 2, definition of eligible employee) to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under UNITE HERE HEALTH Plan ("Plan"), or such new, merged or consolidated plans as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month preceding the month for which contributions are to be made. The Employer agrees and acknowledges that if it fails to supply the electronic payments and reports in the format required by the Fund (which may be in Excel format until such time as the Employer's online account is established), the Fund will have no obligation to process the report or payment until it is submitted electronically and such report will be considered late and subject to interest, liquidated damages and late fees under the Fund's collection procedures. Additionally, the Union and the Employer acknowledge that the Employer's late report may result in a delay in the benefits of otherwise eligible employees.

For the duration of this collective bargaining agreement The Employer and the Union agree to be bound by the Agreement and Declaration of Trust ("Trust Agreement") of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established - by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

- (B) Start Up List: No less than 75 days before the effective date of this Article, the Employer shall provide the Fund with the following information in the electronic manner required by the Fund. The Union and the Employer acknowledge that if this information is not provided in an electronic format at least 75 days before the effective date of this Article, benefits to otherwise eligible employees may be delayed beyond the effective date.

Social Security Number  
First Name  
Last Name  
Birth Date  
Address  
City

State  
Zip  
Phone Number  
Email Address, if known  
Hire Date  
Current Coverage

(C) Change in Employee Status:

In addition to providing the monthly report and payment set forth in Paragraph A of this Section, the Employer must report to the Fund, no later than by 10am on the last business day of the month of the change, any changes in the status of an employee that affects that employee's coverage (new hires, newly eligible, terminations, layoffs, FMLA leave, disability). If the Employer fails to timely report such change, the Employer must pay the entire contribution for that employee, including any co-premium normally paid by the employee, for the subsequent month and each additional month until the status change is reported to the Fund.

(D) Employee Co-Premium Reporting:

This Agreement requires some or all eligible employees to pay a portion of the monthly premium through payroll deduction. As a result, the Employer agrees to specify the total amount of contributions being submitted by the employee, the total amount of contributions submitted from the Employer and the total contribution amount on the monthly electronic report required by the Fund.

Section 2. General Provisions:

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as an employee who is use actual definition of which employees are benefit eligible designated as a Full-time and who enrolls in the Plan and agrees to remit the required applicable co-premium.

The Employer will begin making contributions to the Fund for all eligible employees the first of the month beginning Jan 1, 2018, the effective date of coverage as dictated by the plan.

Corvias will pay the employer portion of premiums from the date of hire with Corvias through December 31, 2017 for any employee who elects COBRA coverage from Wayne State prior to be eligible to join the UNITE HERE HEALTH PLAN. If the employee does not elect COBRA no consideration will be given from Corvias to assist with health care costs during the waiting period for health care.

The Employer shall promptly report all new hires to the Fund as required in accordance with Section 1 (C) of this Article.

Section 3. Monthly Employer Contributions:

(A) Medical:

The Employer shall contribute 80% of the premium cost and the employee shall contribute 20% of the premium cost.

**Silver Plus Plan - Monthly Rates**

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
2020	\$556.07	\$1,185.96	\$927.55	\$1,647.16
2021	\$514.36	\$1,097.01	\$857.98	\$1,523.63
2022	\$514.36	\$1,097.01	\$857.98	\$1,523.63

**Gold Plus Plan - Monthly Rates**

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
2020	\$688.38	\$1,468.13	\$1,148.25	\$2,039.08
2021	\$636.75	\$1,358.02	\$1,062.13	\$1,886.15
2022	\$636.75	\$1,358.02	\$1,062.13	\$1,886.15

(B) Dental and Vision:

The Employer will deduct 20% of said Dental/Vision coverage contributions from employees' paychecks on a bi-weekly basis for all employees who enroll in the Dental/Vision plan. The Employer will submit the entire contribution to the Fund on a monthly basis.

**Dental HMO and Vision Combined - Monthly Rates**

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
2020	\$21.63	\$48.90	\$48.25	\$70.81
2021	\$21.72	\$49.37	\$48.66	\$71.31
2022	\$21.72	\$49.37	\$48.66	\$71.31

**Dental PPO and Vision Combined - Monthly Rates**

Effective Date	Single	Single Plus Spouse	Single Plus Child(ren)	Family
2020	\$39.16	\$92.16	\$90.03	\$130.91
2021	\$37.98	\$89.50	\$87.41	\$127.06
2022	\$37.98	\$89.50	\$87.41	\$127.06

Effective 1/1/18, the Employer agrees to deduct and submit the contribution rates required by the Fund to sustain benefits for those employees who have elected Dental and Vision coverage. The parties agree and understand that if the appropriate Dental and Vision contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants.

Section 4. Medical Employee Co-premium:

The Employer will deduct the amounts listed below of said Medical coverage contributions from employees' paychecks on a bi-weekly basis. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees.

For the Silver Plus Plan: 20%

For the Gold Plus Plan: 20%

Section 5. Enrollment:

The Employer and Union will hold an initial enrollment and benefits engagement event on the Employer premises within the Fund-specified enrollment period. The Employer shall release for 30 minutes on work time all employees eligible to enroll to meet with a representative of the Union, who will show employees how to enroll electronically and explain important information about their new Plan.

Eligible employees who wish to enroll in the Plan shall do so in accordance with the Fund's policies. The Employer is required to keep a copy of either the confirmation letter or signed election form, as applicable. Such form shall be retained with the employee's file and made available to the Fund upon request.

For any coverage level for which there is an employee co-premium, the Employer is required to remit contributions to the Fund for those employees who enroll in the Plan and agree to remit the required applicable co-premium via payroll deduction.

For Employees hired after the date of ratification of this Agreement, or who become eligible to enroll in the Plan after the effective date of this Article, the Employer shall make available a computer for employees to use during such employee's enrollment period to electronically enroll in the Plan.

The parties agree that employees cannot waive coverage in exchange for wages or some other type of benefit.

The Employer is not required to remit contributions and no coverage will be provided for employees who voluntarily waive medical coverage under the Plan. An employee may only waive coverage if he or she can provide proof of other coverage, including through Medicaid. A waiver of coverage must be on a prospective basis only. Proof of voluntary waiver and proof of Medicaid or other insurance must be provided to the Employer. The Employer is required to keep such proof with the employees file and such proof shall be made available to the Fund upon

request. Absent proof of voluntary waiver of coverage and proof of other insurance, an eligible employee must be enrolled and contributions must be paid to the Fund.

## **ARTICLE 8 - LIFE INSURANCE/AD&D/STD/LTD**

The employer offers life insurance and accidental death and dismemberment (AD&D) plans through an outside carrier designed to provide financial protection for your beneficiaries in case of your death or injury.

Coverage is effective on the first day of the month following 60 days of service. The costs of these benefits are fully paid by Corvias.

<b>Life/AD&amp;D</b>	
Eligible Employees	All full-time employees working 30 or more hours per week
Benefit Amount	All eligible employees will receive two times annual earnings to a maximum of \$500,000

The employer provides eligible employees Short Term Disability coverage. Short term disability provides for replacement of a portion of income for up to 12 weeks if the employee is unable to work due to a non-work-related injury or illness.

<b>STD</b>	
Eligible Employees	All full-time employees working 30 or more hours per week
Elimination Period	There is a 7 day elimination period regardless of whether your disability is a result of an illness or injury  PTO must be used during this time if available
Benefit Duration	12 weeks
Benefit Amount	70% of weekly earnings. The employee may elect to use available PTO time to supplement their earnings while out on STD up to a maximum of 30%, to allow for 100% of the weekly earnings to be paid.

Corvias provides eligible employees with Long Term Disability coverage. Long term disability provides for replacement of a portion of income for an extended period of time if you are unable to work due to a non-work-related injury or illness.

<b>LTD</b>	
Eligible Employees	All full-time employees working 30 or more hours per week
Elimination Period	90 days
Benefit Duration	Benefits are payable for disability to age 65/SSNRA (age 60 and older following ADEA schedule)
Benefit Amount	60% of monthly earnings.
Benefit Maximum	\$6,000 per month

- A. Prior to the commencement of any leave, the Employer may require use of any accrued PTO or available time in the Sick Bank. Seniority shall continue to accrue during the six month leave of absence.
- B. The employee designated to replace a seniority employee on medical leave shall not accrue seniority or credit towards unit eligibility.
- C. To return to work the Employee shall:

Notify Human Resources at least one week prior to the anticipated return date, so that arrangements may be made for a return to work physical examination, if so requested by the Employer.

Have the appropriate form (to be designated by Human Resources) filled out by the Employee's physician and present it to Human Resources where it will be determined if a physical examination is necessary.

Satisfactorily pass the physical examination at a designated physician, if so directed by the Employer.

## **ARTICLE 9 - HOURS OF WORK AND WORKING CONDITIONS**

- A. The Employer and Union herein recognize that work during semester breaks is particularly critical in order to prepare facilities for incoming students. Accordingly, work days and hours will vary based on the schedule of classes.

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

- B. The Employer agrees to arrange the work schedule so as to provide eight (8) hours, per day, of work to as many employees as it deems possible. Full-time employees may be

scheduled for less than eight (8) hours work, but not less than four (4) hours work per day.

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

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

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

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



E. Office Closing:

With our higher education partners, there may be days during the year that the university is closed due to Federal holidays, school schedule, training days, or inclement weather, etc. It is important to understand that our operations serve a vital role to our residents, and our scheduling does not always conform to the university operations. During non-weather related delays or closings, our employees need to be available to serve the residents so the normal work schedule will apply. It is up to the discretion of the business lead at each location to determine which essential employees are needed to report to work based on the nature of the situation. If directed, it is expected that essential employees report to work as scheduled, even if the office is officially closed.

F. Inclement Weather:

If a decision is made to keep the office open or to delay opening due to inclement weather, all employees are expected to report to work as scheduled. If, in your judgment it is unsafe to travel, you may elect to use your available PTO (Paid Time Off) hours to compensate for a delayed arrival or absence. If you've exhausted your paid-time-off hours and you are a non-exempt employee, you may obtain approval from the Operations Director to make up your time; otherwise, your delayed arrival or absence will be unpaid but excused.

In the event that Corvias elects to officially close an office location, a decision will be made at that time which essential employees are required to report to work. This will be communicated to employees through their chain of command. During any unscheduled closings, only emergencies and weather related activities will be responded to, with no routine maintenance being performed.

If Corvias is officially closed, any hours worked by non-exempt essential employees, at the direction of their supervisor, will be paid in accordance with the Timekeeping Policy. All non-exempt employees will get paid "weather hours" when the office is closed due to inclement weather *in addition to* any actual hours worked.

In the event of an office closing, all essential employees who have been identified to report to work but in their own judgment feel that they cannot safely do so, or need to leave early, will not be paid for time not worked. They will still be eligible for "weather hours."

All other employees who are not identified as essential and therefore did not work the day of the official office closing, although they were scheduled to, will be paid "weather hours" for their regularly scheduled shift only.

## **ARTICLE 10 - BREAKS**

Employees who work eight (8) hours a day will be provided one (1), thirty (30) minute meal period and two (2), fifteen (15) minute breaks to be taken at the approval of Housing management. The meal period will be unpaid.

- A. Employees who work four (4) hours a day will be provided one (1), fifteen (15) minute paid break to be taken at the approval of management.
- B. If operational necessity demands the interruption of a break, the employee will be given an opportunity within the same shift to finish the break by taking the remainder as approved by management.
- C. An Employee who is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying their Supervisor (or the department's designee) shall be considered an automatic resignation. Exceptions may be made by mutual agreement between the Employer and the Union.

## **ARTICLE 11 - SENIORITY**

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

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

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

- C. Probation:

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

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

- D. An Employee who is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive days.
- E. New language for seniority, see Seniority Side Letter at the end of the contract.

## **ARTICLE 12 - LAYOFF AND RECALL**

- A. In the event of layoff or recall, employees will be laid off based on total continuous service with Corvias and its predecessor, WSU (within the WSU Housing Department), providing that those who remain in the subject classification have the requisite ability to perform the assignment. Employees will not displace less senior employees in other departments.
- B. Employees shall have recall rights for a period not to exceed six (6) months. Notice of recall shall be sent to the laid off employees at their last address of record by registered or certified mail. It shall be the responsibility of the Employee to inform Human Resources of such Employee's current mailing address. If the Employee fails to respond within five days from the date of delivery of the notice of recall, or in the event no delivery is possible ten (10) days after mailing, and/or if such Employee does not agree to report to work within five (5) days from the date of response, such Employee shall be terminated as a voluntary quit.
- C. Upon return to work, a layoff shall be treated as a leave of absence for determining seniority, salary, fringe benefits and other conditions of employment.
- D. The Employer shall recall the Employee to a vacant position in the Employee's previous classification or in the next lower level of the classification sequence. Such work shall be considered comparable to their previous positions and a refusal of such an employment offer shall terminate an Employee's seniority, recall, and employment rights with the Employer.

## **ARTICLE 13 - GENERAL PROVISIONS**

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

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

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

## ARTICLE 14 - GRIEVANCE PROCEDURE

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

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

### Step 1

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

### Step 2

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

### Step 3

An appeal of a grievance from Step 2 to Step 3 shall be in writing to the Director of Employee Relations and Compliance or his/her designated representative, who shall hold a meeting within ten (10) calendar days of receipt of the appeal. Representatives of the

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

#### **Step 4**

An appeal of a grievance from Step 3 to Step 4 shall be made in writing to the Director of Human Resources or his/her designated representative, who shall hold a meeting within ten (10) calendar days of receipt of the written appeal and render a decision within ten (10) calendar days of such meeting.

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

## **ARTICLE 15 - ARBITRATION**

- A. In the event the parties do not reach a satisfactory settlement of the grievance, Corvias and Union by mutual agreement may as an alternative method of resolving disputes, proceed to external mediation through the Michigan Employment Relations Commission (MERC) prior to arbitration. The Mediator shall be chosen by mutual agreement. Recommendations submitted by the Mediator are non-binding. At the conclusion of mediation either party may file for arbitration within ten (10) calendar days of the decision reached by the mediator.

In the absence of mutual agreement for external mediation, such grievance may be submitted to arbitration at the request of either party within ten (10) calendar days following the written disposition at Step 4. Written notice to the American Arbitration Association with a copy to the other party shall constitute request for arbitration.

1. The arbitration proceedings shall be conducted by an arbitrator who shall be selected by the Employer and the Union within seven (7) working days after notice of arbitration has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall

have the right to strike two names from the panel. The Employer and the Union shall, on alternate grievances, strike the first name. On the first grievance submitted to arbitration under this contract the Union will strike the first name and the process will be reversed for subsequent grievances.

2. The jurisdictional authority of the arbitrator is defined and limited to the determination of any grievance which involves a controversy concerning compliance with any provision of the Agreement and is submitted to him/her consistent with the provisions of the Agreement. The arbitrator shall have no power to add to, or subtract from, or modify, any of the terms of this Agreement.
3. The award of the arbitrator shall be based exclusively on evidence at the arbitration hearing.
4. The Employer, in no event, shall be required to pay back wages for more than thirty (30) calendar days prior to the date a written grievance is filed. However, in the case of a pay shortage (other than one resulting from misclassification) of which the Employee could not have been aware before receiving his/her pay, any adjustment shall be retroactive to the beginning of the pay period in which the shortage occurred, if the Employee files his grievance within thirty (30) working days after he becomes aware of such shortage. All claims for back wages shall be limited to the amount of wages that the Employee otherwise would have earned less any unemployment compensation, or additional or new wages for personal services that he/she may have received, or could with diligent effort have received as proven by the employee, from any source during the period in question.
5. The decision of the arbitrator in any one case shall not require a retroactive wage adjustment in any other case, except in representative cases when there is mutual agreement.
6. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony, argument, and submission of briefs.
7. Expenses of the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and provides a copy to the arbitrator and to the other party.
8. Should either the Employer or the Union indicate that a particular grievance or dispute is of such a nature as to require expeditious determination, said party may waive the arbitration procedure as set forth above and request that the grievance or dispute be submitted to expedited arbitration.

Should either party demand expedited arbitration, an arbitrator will be selected by mutual agreement and, if the parties cannot agree, the Union will request a list

from FMCS and the parties will employ the alternating strike method of selection, alternating which party makes the first strike.

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

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

## **ARTICLE 16 - DISCIPLINE**

The Employer shall not discipline or discharge any seniority employee without just cause, but as outlined in this article.

The Employer shall have the right to post and enforce work rules spelling out standards of expected employee conduct.

- A. For misconduct, whether or not related to prior misconduct, the Employer need only provide one (1) written verbal warning and two (2) written warnings prior to discharge or one (1) written verbal warning, one (1) written warning, and a one (1) day suspension prior to discharge. This progression is not required where the misconduct is so aggravated, in the opinion of the Employer, as to call for immediate discharge, or where the misconduct is in violation of a posted work rule requiring no prior warnings (a major offense).
- B. By contract, the following offenses are terminable in the first instance and management need only prove, by a preponderance of the evidence standard, that the offense was committed,: dishonesty, theft, falsification of records, rudeness to a student, job refusal, sleeping on duty, fraudulent collection of any contract or state provided benefit, intoxication on duty or premises or being under the influence of a nonprescription drug on duty or premises, fighting, sexual harassment, possession of weapons (guns or knife with blade over four inches), threat to a student, visitor, co-worker, or member of management. Management may assess less than discharge for the foregoing at its discretion and without precedent.
- C. Any employee (with live disciplinary action on his/her record), who is absented from the workplace for more than 60 continuous days, shall have the life of the most recent disciplinary action(s) (per unique charge) frozen, until his/her return to work.

## **ARTICLE 17 - NO STRIKE/NO LOCKOUT**

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

## **ARTICLE 18 - SAVING CLAUSE**

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

## **ARTICLE 19 - STEWARD RELEASE**

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

## **ARTICLE 20 - CLASSIFICATION AND WAGE SCHEDULE**

### **NEW HIRES**

	<b>Starting Rate</b>	<b>After Completion of 12 Months of Service</b>	<b>After Completion of 24 Months of Service</b>
Housekeeping	\$15.68	\$16.15	100% of contract rate
Housekeeping Lead	\$16.78	\$17.28	100% of contract rate
Maintenance	\$18.00	\$18.54	100% of contract rate

### **CURRENT CONTRACT RATES**

	<b>Upon Ratification</b>
Housekeeping	\$17.50
Housekeeping Lead	\$18.50
Maintenance	\$19.50

\*Upon ratification, the Maintenance will receive a one-time increase of two dollars (\$2.00) and all other increases will be effective on October 1<sup>st</sup> of each year.



\*\* Employees with less than 24 months of service will follow the New Hires progression listed above until reaching 100% of the Contract Rate upon completing 24 months of service, but will not also receive annual increases on October 1 described below. After completing 24 months of service and reaching 100% of the Contract Rate, these employees will be eligible to receive the annual, October 1, increases described below that occur after the employee completes 24 months of service and reaches 100% of the Contract Rate.

\*\*After the ratification increase, effective October 1<sup>st</sup> of each year, wage increases will be two and one-half percent (2.5%) or the preceding twelve (12) month average of the consumer price index for the Detroit region, but not to exceed five percent (5%).

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

## **ARTICLE 21 - SUBCONTRACTING**

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

## **ARTICLE 22 - COVERED BUILDINGS**

Any and all student housing facilities operated by Corvias at Wayne State University shall be considered “covered buildings” for purposes of this agreement

## **ARTICLE 23 - BULLETIN BOARDS**

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

## **ARTICLE 24 - RETIREMENT PROGRAM**

Effective sixty (60) calendar days after the ratification of the 2017 Agreement, fractional and full-time employees who have attained twenty-six (26) years of age shall be eligible to participate in the Company sponsored 401k retirement program with an employer contribution.

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

For the Employer contribution, vested percentage is as follows:

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

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

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

## **ARTICLE 25 - TUITION ASSISTANCE PROGRAM**

The employer offers reimbursement for full-time employees who wish to further their education and develop their skills by taking approved courses towards a degree program at Wayne State University.

Human Resources approval of employee requests for reimbursement will be based upon the timely and complete submission of all relevant paperwork.

**Eligibility:**

- Employed in a full-time status for at least 6 (six) months when classes begin;
- Be in good standing with the Company and have no performance issues when reimbursement request is made and/or throughout the duration of the class;
- Be employed with the Company when reimbursement request is made after the class is completed;
- Attend classes at Wayne State University; and
- Manager's signature of approval and acknowledgement that the employee satisfies the eligibility requirements.

**Reimbursable Items:**

- Tuition
- Lab fees
- Required books

**Reimbursement will be made as follows based on official transcripts only:**

- 100% reimbursement for a passing grade; A passing grade, for an individual course, is a "D" or better for undergraduates and a "C" or better for graduates.
- A grade of "S" or "P" is also considered passing for classes graded Pass/Fail or Satisfactory/Unsatisfactory
- 0% reimbursement Failure to receive a passing grade
- Grades of I & Y must be converted in accordance with Student Requirements.

Reimbursement per employee may not exceed \$8400 per calendar year. The reimbursed amount is taxable once the amount exceeds the IRS taxable limit. If an employee receives assistance from outside sources (scholarships, grants, GI Bill, fellowships, or stipends), the employee will only be eligible for reimbursement should the total cost of covered expenses exceed the amount of assistance. Expenses that are covered by loans are reimbursable through this program.

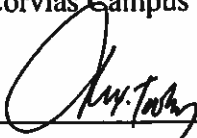
The employee and one other eligible dependent are able to use the reimbursement program although the maximum amount eligible for reimbursement is capped at \$8400 per calendar year total. This amount will be increased yearly by the same percentage that Wayne State tuition is increased. Courses must be taken after normal working hours unless prior approval is granted from the Operations Director. If a course is taken during working hours the employee must use available PTO time. If no PTO time is available the time taken will be consider unpaid but excused.

Failure to meet and maintain the eligibility requirements for tuition reimbursement will result in benefit forfeiture. Any Employee who is terminated, leaves employment with the Company during the term of tuition reimbursement, not including layoff or leave of absence, or who fails to successfully complete any courses in which they enroll will thereby forfeit their tuition reimbursement.

## ARTICLE 26 - CHANGE AND TERMINATION

This Agreement shall remain in full force and effect from September 1, 2020 until August 31, 2023, and shall continue in full force and effect unless either party shall give written notice to terminate, modify, or amend such Agreement within sixty (60) days prior to the expiration date. Such written notice shall be sent by registered or certified mail to the other party.

Corvias Campus Living - NSU, LLC

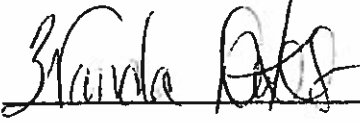
  
\_\_\_\_\_  
TIMOTHY X. TOOHAY  
VICE PRESIDENT

\_\_\_\_\_

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UNITEHERE! Local 24 AFL-CIO

  
\_\_\_\_\_  
Wanda Dukes, Union Representative  
UNITEHERE! Local 24 AFL-CIO

\_\_\_\_\_

\_\_\_\_\_, Bargaining Team

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\_\_\_\_\_, Bargaining Team

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\_\_\_\_\_, Bargaining Team

\_\_\_\_\_

\_\_\_\_\_, Bargaining Team

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

## **Maintenance Side Letter**

### **CORVIAS GROUP**

Maintenance shall receive an automatic four (4) hours of pay, when called in for non-emergency calls and/or issues.

Non-Emergency on-call consists of the following: Clogged: toilets, showers, sinks.  
However, in a situation where the water is running over, is considered an emergency.

Appliances:

Non-emergency appliance issues consist of unplugged appliances (oven and/or stove (burners)), light bulb outages.

Lockouts:

**Towers and Thompson** are automatically emergency lockouts, however any other building is considered non-emergency lock-outs, as the front desk has access to keys in order to unlock those rooms.

**UT** is only considered an emergency if the key broke in the lock or the door is kicked in.

Any of these situations, that knowingly occurred during working hours, and are not reported during that time frame, will not be considered an Emergency if reported after hours.

## **Seniority Side Letter**

### **CORVIAS GROUP**

Below are new seniority dates, to replace the current seniority dates.

<b>Name</b>	<b>Current Seniority Date</b>	<b>Proposed Seniority Date (layoff purposes)</b>	<b>Classification Seniority (bidding purposes)</b>
<b>Adams, Tatrena</b>	<b>12/19/05</b>	<b>6/4/97</b>	<b>6/4/97</b>
<b>Boyd, Toni C.</b>	<b>12/19/05</b>	<b>2/22/95</b>	<b>2/22/95</b>
<b>Denson, Shelia D.</b>	<b>12/19/05</b>	<b>4/12/99</b>	<b>4/12/99</b>
<b>Mills, David B.</b>	<b>12/19/05</b>	<b>5/11/94</b>	<b>5/02/96</b>
<b>Smith, Aretha K</b>	<b>12/19/09</b>	<b>5/02/95</b>	<b>5/02/95</b>
<b>Welch, Phyllis M.</b>	<b>11/04/09</b>	<b>6/02/08</b>	<b>10/06/08</b>
<b>Kevin Zaddock</b>	<b>11/04/19</b>	<b>11/04/19</b>	<b>11/04/19</b>
<b>Avolia Wesley</b>	<b>6/03/21</b>	<b>6/03/21</b>	<b>6/03/21</b>
<b>Matthew Deneka</b>	<b>8/12/21</b>	<b>8/12/21</b>	<b>8/12/21</b>

\*This Side Letter goes with Article 11 – Seniority.

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