

OPEIU LOCAL 8/METROPOLITAN DEVELOPMENT COUNCIL CONTRACT NEGOTIATIONS

Tentatively Agreed

1. Housekeeping Changes:
 - a. Change the phrase "Metropolitan Development Council" to "Employer" or "MDC" throughout the CBA. (TA 6/18/15)
 - b. Change OPEIU Local 23 to OPEIU Local 8 as appropriate throughout the CBA. (TA 6/18/15)
 - c. Changed four (4) months to one-hundred and twenty (120) consecutive days. (TA 6/18/15)

2. ARTICLE 1 – PREAMBLE
Section 1.1 – Revised to read:
The Employer agrees to recognize the Union as the sole collective bargaining agent for all office, clerical, technical and professional employees who are employed in classifications listed under Schedule "A" and excluded are all supervisors, volunteers, interns, work study students, senior aides, confidential employees, and employees who heretofore the Union has not bargained on ~~in~~ behalf of. (TA 8/6/15)

3. ARTICLE 2 – HIRING
Section 2.1 – Revised to read:
The Employer agrees that when vacancies, excluding management positions, occur or when new employees are needed to perform work covered by this Collective Bargaining Agreement, the Employer ~~it~~ shall notify the Union. (TA 8/6/15)

4. ARTICLE 3 – DEFINITIONS
METROPOLITAN DEVELOPMENT COUNCIL
Shall hereinafter be termed "Employer" or "MDC".

MANAGEMENT

The President/CEO, other Administrators, Directors, Manager and supervisors of MDC and ~~Board of Directors.~~

UNION

Office and Professional Employees International Union, Local ~~823~~, AFL-CIO.

UNION STEWARDS

A Union members selected to investigate grievances and job related matters, meet with management to adjust these matters and confer with unit and Union ~~local~~ staff, as appropriate.

REGULAR FULL-TIME EMPLOYEES

Employees who are regularly scheduled to work thirty (30) or more hours per week. Regular full time employees are entitled to all rights and fringe benefits of this Agreement ~~provided however~~, holidays, vacations, sick leave and bereavement leave shall be on a pro-rata basis for regular employees who routinely are scheduled for less than ~~thirty nine~~ forty (40) (39) hours per week.

Full-time employees regularly scheduled on a 39 hour work week as of the date of ratification of this Agreement shall be allowed to remain on such 39-hour work week schedule. Such employees may request to convert to a 40-hour work week schedule, upon approval of the Employer. (TA 3/14/16)

REGULAR PART-TIME EMPLOYEES

Employees who are regularly scheduled to work less than thirty (30) hours per week. Regular part-time employees who work at least nineteen and one-half (19 ½) to twenty nine and one half (29 ½) hours per week are entitled to all rights of this Agreement and ~~Regular part-time employees~~ are entitled to fringe benefits of holidays, vacation, sick leave and bereavement leave on a pro-rata basis. (TA 3/14/16)

TEMPORARY EMPLOYEES

Employees who are hired for a limited period no to exceed ninety (90) days for peak workload conditions, maternity leave, leave of absence or new job creation. Qualified regular employees routinely scheduled for less than forty (40) thirty nine (30) hours per week shall be ~~scheduled~~ offered added hours prior to hiring such temporary employees. Temporary employees are not eligible for any fringe benefits provided under this Agreement. Temporary employees are subject to a work permit from the Union office. Temporary assignments may be extended beyond the ninety (90) days by mutual agreement between the Employer and the Union. (TA 11/19/15)

ON CALL EMPLOYEES

Employees who are regularly scheduled to work less than nineteen and one-half (19 ½) hours per week or on an intermittent basis. Qualified regular employees routinely scheduled for less than forty (40) thirty nine (39) hours per week shall be ~~scheduled~~ offered added hours prior to hiring such on-call employees. On-call employees are not eligible for any fringe benefits provided under this Agreement. On-call employees are subject to a work permit for the first ninety (90) days of employment and then shall be required to join the Union. The employer may utilize on-call employees to fill in for regular employees' scheduled vacations or other absences. (TA 11/19/15)

VOLUNTEERS, INTERNS, AND WORK STUDY STUDENTS

In fulfilling its obligation to the community, it is expressly recognized that the Employer may utilize volunteers, interns, and work study students to perform work traditionally performed by the bargaining unit with prior notification to the Union. It is not the

intent of this clause to displace bargaining unit employees with volunteers, interns, or work study students. (TA 6/18/15)

5. ARTICLE 4 – ANTI ~~NON~~-DISCRIMINATION

Section 4.02 – Revised to read:

The Union and the Employer shall comply with applicable federal, state and local ~~non~~ anti-discrimination laws. (TA 8/6/15)

6. ARTICLE 5 – UNION SECURITY

Section 5.01 – Revised to read:

The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, ~~thirty-one (31) days from the date of employment,~~ become and remain members of the Union in good standing within thirty-one (31) calendar days from the date of hire. (TA 6/18/15)

Section 5.02 – Deleted:

~~The Employer further agrees that all employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, become and remain members of the Union in good standing subject to the terms of this Agreement.~~

7. ARTICLE 6 – MAINTENANCE OF STANDARDS

Section 6.01 – Revised to read:

Conditions of employment and fringe benefits provided to employees by the terms of this Agreement may only be changed by mutual agreement between the Union and the Employer. (TA 9/18/15)

6.02 – New:

Fringe benefits include healthcare coverage, retirement, holidays, vacation, jury duty pay, sick leave and bereavement leave. (TA 9/18/15)

8. ARTICLE 7 – SUBCONTRACTING

Section 7.01 – Revised to read:

Work which is performed by employees within the job descriptions covered by the ~~Collective Bargaining~~ Agreement shall not be contracted out by the Employer, if such contracting out would cause bargaining unit employees to be laid off. The Employer shall notify the Union prior to contracting out work. (TA 6/18/15)

9. ARTICLE 8 – CHECKOFF OF DUES

Section 8.01 – Revised to read:

The Employer agrees to deduct Union initiation fees and dues from the wages of each employee who has signed a dues deduction form. The Employer agrees to forward such initiation fees and dues to the office of the Union monthly, along with a list of employees from whom such deductions have been made, current rates of pay, and the amount deducted for each employee. (TA 8/6/15)

10. ARTICLE 9 – WORK SCHEDULE

Section 9.04 – Revised to read:

An employees shall receive an unpaid lunch-meal period of no less than thirty (30) minutes shall be at least one half (1/2) hour, but no more than one (1) hour when scheduled to work more than five (5) consecutive hours. Employees will not be required to take their lunch-meal period earlier than three (3) hours after starting work, nor later than three (3) hours before quitting time.

When an employee is required to remain on duty on the premises or at a prescribed work site and act in the interest of the Employer, the Employer will make efforts to provide the employee with an uninterrupted meal period. If the meal period should be interrupted due to the employee's performing a task, upon completion of the task, the meal period will be continued until the employee has received no less than thirty (30) minutes but no more than one (1) hour total mealtime. Time spent performing the task shall not be considered par to the meal period. The entire meal period must be paid without regard to the number of interruptions. (TA 9/25/15)

Section 9.5 Revised to read:

An employee shall have a rest period of fifteen (15) minutes for every scheduled four (4) hours of work, to be taken near the middle of such 4-hour period when practicable, each shall be allowed in the morning and afternoon. The Employer shall ensure that employees receive sufficient relief from duty for rest periods. Intermittent rest breaks totaling fifteen (15) minutes shall be permitted, as authorized by the supervisor. (TA 3/14/16)

11. ARTICLE 10 – HOLIDAYS

Section 10.05 – Revised to read:

Employees who are regularly scheduled to work more than thirty (30) but less than thirty-nine (39) hours per week shall be eligible for holiday pay. Holiday pay is prorated for part-time employees based upon their regular set work schedule. The amount of pay shall be determined by multiplying the total number of payable hours in the current pay period by .102564. At an employee's request, the Employer may allow employees to apply annual leave and/or to work a flex schedule in the pay period of the holiday to supplement holiday hours. The amount of applied annual leave or flex hours when added to the holiday pay shall not exceed the number of normally scheduled hours of the employee's regular work day. (TA 8/6/15)

12. Article 12 – SICK LEAVE

Section 12.5 – Revised to read:

Sick leave may be used in the stance of employee's illness or illness of a qualified family member as specified in the Washington State Family Care Act or federal Family and

Medical Leave Act in the immediate family of the employee.—A doctor’s certification may be required for absences exceeding periods of three (3) consecutive days.

Section 12.10 – Revised to read:

~~The Employer and the Union agree to negotiate in good faith in 2013 for the development of a system for sick leave donation.~~ An employee may donate sick leave to another employee in need of sick leave for themselves or a qualified family member who is experiencing a serious or emergency health condition, which may cause the employee to take leave without pay or terminate employment. An employee may donate any amount of sick leave provided the donation does not cause the donor’s sick leave balance to fall below eighty (80) hours, or as proportionate for part-time employees based upon their hours worked. (TA 3/14/16)

13. ARTICLE 13 – LEAVES OF ABSENCE

Section 13.01 – Revised to read:

Selective Service. The Employer agrees to abide by the provisions of all state and federal laws with respect to leaves of absence due to military service, including spouses of deployed military personnel. (TA 9/25/15)

Section 13.03 – New:

Domestic Violence and Sexual Assault and Stalking. The Employer shall follow the leave requirements relating to domestic violence, sexual assault and stalking as provided under Washington State law. (TA 9/25/15)

Section 13.04 – New:

Leave for Emergency Services Personnel. The Employer shall follow the leave requirements relating to leave for certain emergency services personnel as provided under Washington State law. (TA 9/25/15)

14. ARTICLE 14 – MATERNITY/PATERNITY LEAVE

Section 14.01 – Revised to read:

Employees will be granted maternity/paternity leave not to exceed eight (8) weeks. An additional leave of absence may be granted for a period in excess of eight (8) weeks upon presentation of a doctor’s certificate or by mutual agreement. Where applicable, leave under this Article shall run concurrently with Family Leave under Article 15. (TA 9/18/15)

15. ARTICLE 15 – FAMILY LEAVE

Section 15.02 – Revised to read:

~~It is understood that~~ The twelve (12) month FMLA period shall be a rolling period looking back from beginning on the first date the employee utilizes FMLA leave. (TA 9/18/15)

Section 15.12 – New:

Leave taken under this Article will run concurrent with the Washington State Family Leave Act, except as otherwise provided by such Act. (TA 9/18/15)

16. ARTICLE 20 – SENIORITY

Section 20.02 – Revised to read:

During the term of the ~~four-month~~ trial service period, such employees shall be entitled to all right and privileges of this Agreement, except with respect to discharge. Such employees may be terminated any time during this period without recourse to the grievance procedure whatsoever. Upon completion of the ~~four-month~~ trial service period, Employer seniority shall be effective as of the original date of hire. Program seniority shall be effective as of the date of hire, promotion, or transfer into the program as defined in Section 20.03. (TA 6/18/15)

Section 20.05 – Revised to read:

An employee transferred or promoted to a position outside the bargaining unit may transfer back to a bargaining unit position within ninety (90) calendar days of the start date for the position outside the bargaining unit, unless terminated by the Employer for cause or the employee quits. (TA 6/25/15)

17. ARTICLE 21 – LAYOFF AND RECALL

Section 21.02 – Revised to read:

Employees to be laid off shall be notified in writing, with a copy to the Union, as far in advance of the layoff as is practicable but in no event with less than fifteen (15) calendar days' notice or pay in lieu thereof, emergencies excepted. The day the employee receives notice of layoff shall count as the first day of the fifteen (15) calendar days. (TA 7/2/15)

18. ARTICLE 22 – PROMOTIONS AND TRANSFERS

Section 22.02 – Revised to read:

Notice of all job vacancies shall be posted ~~on~~ electronically on the Employer's website, and sent by email to all staff. and placed in a binder at the front desk of the Employer's administrative offices. This notice will remain posted electronically ~~and in the binder~~ for a minimum of five (5) working days and include job title, labor grade and brief description of job duties including qualifications and necessary skills. Only those employees who make application during the five (5) day period will be considered for the job and will be permitted to file a grievance against the final decision. (TA 6/18/15)

Section 22.04 – Revised to read:

The Employer reserves the right to upgrade positions and retain incumbents. The Employer will provide notice to the Union when positions are upgraded. (TA 6/18/15)

19. ARTICLE 23 – TRAINING

Section 23.02 – Revised to read:

The Employer shall bear the cost of ~~mandatory~~ MDC mandated training including registration, fees and reasonable per diem (including mileage and parking fees, if required). Employees who are required to attend training on non-regularly scheduled workdays shall receive either a scheduled day off within the same pay period, or appropriate pay for attending the mandated training, as mutually agreed to by the employee and the direct manager. (TA 8/6/15)

20. Article 24 – HEALTHCARE AND WELFARE

Section 24.01 Revised to read:

Effective September 1, 2015, the Employer shall provide medical and vision I coverage under current or a comparable plan for all eligible employees. The Employer agrees that the employee share will be as follows:

Core Plan:

Employee only	139.80
Employee & Spouse	736.79
Employee & Child	414.89
Employee, Spouse & Child	764.98
Employee & 2 Children	1086.88
Employee & Family	1461.97

Essential Plan

Employee only	79.96
Employee & Spouse	520.12
Employee & Child	270.65
Employee, Spouse & Child	536.34
Employee & 2 Children	785.81
Employee & Family	1076.50

(Tentatively TA 9/18/15)

Section 24.02 – Revised to read:

Effective September 1, 2015, the Employer shall provide dental coverage under the current or comparable plan for all eligible employees. The employer agrees that the employee share will be as follows:

Employee	4.82
Employee +1	49.94
Employee +2/+	118.62

(Tentatively TA 9/18/15)

Section 24.03 – Revised to read:

In the event in a change in premium, the Employer and the employee shall equally share the difference in the premium change. If there is an increase in the employee's contribution, the increase shall be paid by the employee through payroll deduction. (TA 9/18/15)

Section 24.03a – Revised to read:

Spouse/domestic partner and dependent coverage contributions by the Employer for medical benefits will not exceed the following amounts

- a. Spouse or 1 child \$100
- b. 2 Children or family \$125

Additional premium cost share for dependent coverage shall be paid by the employee through payroll deduction. Such premiums shall be deducted pre-tax. Monthly employee deductions for dependent coverage shall be equally deducted on a bi-weekly basis. (Tentatively TA 9/18/15)

Section 24.04 – New:

Employer shall provide Employee Assistance Program coverage for each eligible employee. (TA 9/18/15)

Section 24.05 – Revised numbering:

Employer shall provide and pay for \$20,000 term life insurance policy and long term care coverage for each eligible employee. (TA 9/18/15)

Section 25.06 – Revised numbering:

Upon failure of the Employer to make any of the payments required by this Agreement, the Union may, ten (10) days after written notification to the Employer of failure of such payments, undertake economic action against MDC to enforce prompt payment, and such action shall not be deemed to be in violation of this Agreement or any of the provisions thereof. (TA 9/18/15)

Section 25.07 – Revised numbering:

New employees hired after ratification date of this Agreement who are eligible for benefits under this Article shall receive such coverage on the first day of the month following the necessary eligibility criteria. (TA 9/18/15)

21. ARTICLE 29 – EMPLOYMENT PRACTICES

Section 29.04 – Revised to read:

Personnel Files. There shall be one official personnel file for each employee of the Employer. The official personnel file shall be kept by the Human Resources Department. By prior appointment, an employee shall have access to their personnel and financial records. Employees shall be provided a copy of a performance evaluation or corrective/disciplinary action either at the time the information is presented to the

employee, or when the document is placed in the employee's personnel file. An employee may grant written access to his/her records. The Union shall have access to the records of discharged Union employees for up to three years after the discharge. (TA 3/14/16)

22. ARTICLE 30 – GRIEVANCES AND ARBITRATION

Section 30.02 – Revised to read:

An aggrieved employee or group of employees shall present a grievance through the Union within ten (10) calendar days from the date of occurrence, or date the employee(s) knew or reasonably could have known of the occurrence, or the grievance shall be deemed waived by the Union and the Employer.

A grievance shall include at least general facts or nature of the issue and reference the provision(s) of this Agreement that is implicated by the grievance.

All grievances involving termination will automatically start at Step 2. (TA 3/14/16)

Section 30.03 – Revised to read:

In the event of such grievance, the following steps shall be followed:

Step 1 – Immediate Supervisor

The employee and steward or Union Representative shall meet with ~~shall present the complaint to~~ the employee's immediate supervisor within ten (10) calendar days of submission of the written grievance. If the ~~complaint-grievance~~ is not satisfactorily settled or resolved within five (5) working days, the ~~employee and steward-Union~~ may ~~shall reduce the grievance to writing, sign it, and forward it~~ the grievance to Step 2 within ~~two (2)-~~five (5) working days of receiving the supervisor's written answer response. A copy of the grievance ~~which will include the nature of the grievance and the provision of this Agreement this is implicated by the grievance~~, shall be sent to Human Resources ~~by the steward~~.

Step 2 - Director or Next Level of Management

If the grievance is not resolved at Step 1 and is submitted to Step 2, the Union Representative and grievant will meet with the Director or next immediate level of management within ten calendar (10) days of their receipt of the forwarded grievance. If the grievance ~~complaint~~ is not satisfactorily settled or resolved within five (5) working days, ~~or if the grievance is upheld but the grievant disagrees with the remedy proposed by the Employer, the grievance shall be referred to Step 3, the Union may forward the grievance to Step 3 within five (5) working days of receiving the Director's written response.~~

Step 3 – President/CEO

If the grievance is not resolved at Step 2 and is submitted to Step 3, the Union Representative and grievant ~~The steward or union representative will~~ meet to discuss

the grievance with the ~~executive director~~ President/CEO within ten(10) days of receipt of the forwarded grievance. In the event the grievance is not satisfactorily ~~adjusted~~ settled or resolved within five (5) additional working days, both parties shall complete and sign the grievance record form, and the grievance shall proceed to Step 4.

Step 4

If the grievance is not resolved at Step 3, the grievance (i) may by mutual agreement be submitted to mediation through the Federal Mediation and Conciliation Service, or (ii) may at the election of either party be taken to arbitration upon notice to the other party. In addition, if in any of the foregoing steps either party fails to carry out all prescribed procedures, the other party may take the dispute to arbitration. (TA 3/14/16)