

# LABOR AGREEMENT

**METROPOLITAN DEVELOPMENT COUNCIL**

**AND**

**OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL NO. ~~238~~, AFL-CIO**

**August 1, 2015 – July 31, 2019**  
**~~July 31, 2012 – June 30, 2015~~**

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## AGREEMENT

THIS AGREEMENT is ~~dated for reference purposes only December 1, 2012, entered into~~ by and between METROPOLITAN DEVELOPMENT COUNCIL, its successors or assigns, (~~hereinafter referred to as~~ the "Employer" or "MDC") and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 238, AFL-CIO (~~hereinafter referred to as~~ the "Union" or "OPEIU Local 8").

### PREAMBLE

WHEREAS, ~~the parties hereto~~ MDC and OPEIU Local 8 desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between ~~them~~ the Employer and Union, so as to secure uninterrupted operations and services of MDC ~~of the office involved~~, and to promote a harmonious relationship between the ~~parties~~ Employer and Union for their mutual advantage and in the public interest,

NOW THEREFORE, ~~be it~~ MDC and OPEIU Local 8 mutually agreed ~~to~~ as follows:

### ARTICLE 1 — RECOGNITION

1.01 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, confidential employees, senior aides, and employees who heretofore the Union has not bargained in on behalf of.

### ARTICLE 2 — HIRING

- 2.01 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, ~~it~~ the Employer shall notify the Union.
- 2.02 The Employer agrees not to hire from commercial or private employment agencies charging fees unless all contractual provisions have been exhausted.
- 2.03 Management shall notify the Union and chief steward of newly hired employees within five (5) working days of their first day of work.

### ARTICLE 3 - DEFINITIONS

#### **METROPOLITAN DEVELOPMENT COUNCIL**

Shall hereinafter be termed "Employer" or "MDC".

#### **MANAGEMENT**

Includes ~~the~~ President/CEO, other administrators, directors, managers and ~~S~~supervisors of MDC and Board of Directors.

## **UNION**

Office and Professional Employees International Union, Local ~~23-8~~ AFL-CIO.

## **UNION STEWARDS**

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

## **CHIEF STEWARD**

The spokesperson for the bargaining unit shall be the chief steward.

## **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,~~ ~~h~~ 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-nineforty (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.

## **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, vacations, sick leave and bereavement leave on a pro-rata basis.

## **TEMPORARY EMPLOYEES**

Employees who are hired for a limited period not 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 (39)~~ 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 shall be 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.

## **ON-CALL EMPLOYEES – [TA 11-19-2015]**

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.

Unless agreed to by the Union, no more than one (1) on-call employee shall be employed for every three (3) regular employees of the bargaining unit within each program; provided however that this ratio shall not apply to the Health Care division when exceeding the ratio is necessitated by operational needs.

## **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.

### **EXEMPT EMPLOYEES**

Positions that are excluded from specific provisions of the ~~federal~~ Fair Labor Standards Act (FLSA), the Washington Minimum Wage Act (WMWA) and related regulations. Exempt employees are not eligible for overtime pay and are paid a salary with the expectation that they will work whatever hours may be necessary to accomplish their job duties.

### **NON-EXEMPT EMPLOYEES**

Positions that are covered by the minimum wage and overtime provisions of the FLSA, WMWA and related regulations. An employee who is paid on an hourly basis is considered to be non-exempt, regardless of the hourly rate paid.

## **ARTICLE 4 — ~~NONANTI~~-DISCRIMINATION**

- 4.01 The Employer will not discriminate against an employee for Union activity.
- 4.02 The Union and the Employer shall comply with applicable federal, state and local ~~nonanti~~-discrimination laws.
- 4.03 Fully recognizing the Employer's right to establish and enforce rules, and counsel and discipline employees, the Union and the Employer agree employees shall work in an environment free from unlawful harassment.

## **ARTICLE 5 - UNION SECURITY**

- 5.01 The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, ~~thirty one (31) calendar days from the date of employment~~ become and remain members of the Union in good standing within thirty-one (31) calendar days from their date of hire.
- ~~5.02 The Employer further agrees that all new 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.~~

## **ARTICLE 6 - MAINTENANCE OF STANDARDS**

- 6.01 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 Employer.
- 6.02 Fringe benefits include healthcare coverages, retirement, holidays, vacation, jury duty pay, sick leave, and bereavement leave.

## **ARTICLE 7 - SUBCONTRACTING**

- 7.01 Work which is performed by employees within the job classifications covered by this [Collective Bargaining](#) Agreement shall not be subcontracted 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 work out.

- 7.02 No supervisor shall perform any work normally or customarily assigned to employees covered by this ~~Collective Bargaining~~ Agreement. Notwithstanding the foregoing, where grant funding is conditioned upon a project director or manager overseeing delivery of services under the grant, but provides insufficient funding for the employment of both a director/manager and bargaining unit employee(s) to perform the required services, work normally or customarily assigned to employees covered by this ~~Collective Bargaining~~ Agreement may be performed by supervisors.

## ARTICLE 8 - CHECKOFF OF DUES

- 8.01 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.
- 8.02 The Employer agrees to remit such dues and initiation fees ~~thus collected~~ to the Union each month at a time that would insure receipt of said monies at the Union office, prior to the last day of the month, and will make supplemental remittances thereafter of amounts deducted from the salaries of employees then on vacation, on leave of absence or otherwise not on the current payroll. The Employer will deduct unpaid Union dues and initiation fees from the final pay check of any eligible employee.

Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer receives written notice of the change from the Union.

The Union will see that the Employer loses nothing on account of any claims, suits, or other kind of liability the Employer may face because it relied on check-off forms or any written information given by the Union in connection with this Article.

## ARTICLE 9 - WORK SCHEDULE

- 9.01 The regular hours of work for non-exempt employees shall not exceed (i) eight (8) hours in any one (1) day, to be worked within not more than nine (9) hours, or (ii) ~~forty (40)~~thirty-nine (39) hours in any one (1) week unless a mutually agreeable flextime schedule has been established. Except for those employees working a thirty-nine (39) hour workweek under Article 3.
- 9.02 All time worked by a non-exempt employee in excess of forty (40) hours per week shall be paid ~~for~~ at time and one-half (1-1/2). In any week in which an employee uses sick leave, vacation, or holiday, the employee will be paid straight-time up to 40 hours actually worked, in addition to straight-time pay for the sick leave, vacation or holiday. Overtime will be calculated based on hours worked.
- 9.03 Employees shall not be laid off to equalize time worked in excess of their regular work schedule.
- 9.04 An employee shall receive An unpaid lunch-meal period of no less than thirty (30) minutes shall be at least one-half (1/2) hour, but not 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 ~~l~~ 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 part of the meal period. The entire meal period must be paid without regard to the number of interruptions.

- 9.05 An employee shall have a Rest periods 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 morning and afternoon. The Employer shall ensure that employees receive sufficient relief from duty for rest periods. Intermittent rest breaks totaling fifteen (15) minutes may be permitted, as authorized by the supervisor.
- 9.06 Employees ordered by management to report to work on a normal day off and who do report to work shall receive at least four (4) hours pay.
- 9.07 The Employer will first attempt to meet its overtime requirements on a voluntary basis, provided the employee is qualified to perform the required work. When no volunteers are available, overtime shall be assigned in the order of reverse seniority provided the employee is qualified to perform the required work.
- 9.08 Pay periods shall be bi-weekly. Employees shall be paid bi-weekly. The regular workweek begins at 12:01AM on Saturday.
- 9.09 Flextime work schedules may be arranged within programs by mutual agreement between management and the employee affected. Flextime work schedules involving the entire program may be arranged by mutual agreement between management and the Union.

#### **ARTICLE 10 - HOLIDAYS**

- 10.01 All employees shall receive the following holidays, or day observed as such, with pay:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Floating Holiday

Each holiday is equal to eight hours of paid time for a full-time employee. ~~Effective 1/1/05, holiday pay for part-time employees will be paid on a pro-rata basis, based upon the employee's regularly set work schedule normal average weekly hours divided by 39.~~

Holidays falling on Saturday shall be observed on the preceding Friday.

Holidays falling on Sunday shall be observed on the following Monday.

In the event that any of the above holidays fall on an employee's regular scheduled day off, he/she shall receive another day, with pay, in the week which the holiday falls. Notwithstanding the preceding provisions, for programs or divisions of programs that operate on weekends, the Employer may designate that the holiday will be observed on the actual holiday rather than on the following Monday or preceding Friday. Employees who work

Monday through Friday shifts within the program will be allowed to schedule a day off within that pay period to be scheduled with the concurrence of the employee's supervisor.

10.02 In the event that any of the above enumerated holidays fall on a regular work day, and employees are not required to work, such holiday shall not be considered as a day worked for the purpose of computing overtime.

10.03 If a holiday falls within a regularly scheduled vacation period, the employee will not be charged a vacation day for the holiday (which shall instead be paid as a holiday).

10.04 In addition to the regular eight (8) hours of straight-time holiday pay, any work performed on a day recognized as a holiday shall be compensated for at time and one-half (1-1/2) for all hours worked.

In summary, any work performed on a day recognized as a holiday shall effectively be compensated at double time and a half (2-1/2) for the first eight (8) hours worked unless the employee opts to schedule another day off and receive straight time holiday pay for that day off. Employees working less than eight (8) hours on a recognized holiday will receive the balance of their holiday pay, eight (8) hours, less time worked compensated at double time and a half (2-1/2). Additional hours shall be compensated at the standard hourly rate of pay.

10.05 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 regularly 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 holiday pay shall not exceed the number of normally scheduled hours of the employee's regular work day.~~

10.06 Eligibility for holiday pay is further conditioned upon working the last scheduled workday before and the first scheduled workday after each holiday, or being on scheduled leave for such workdays. This provision will be waived if employee is using sick leave due to a serious illness or injury suffered while on scheduled leave, when accompanied by a doctor's note.

## ARTICLE 11 - VACATION (ANNUAL LEAVE)

11.01 Vacation accrual will be as follows:

<b>Years of Service</b>	<b>Accrual Rate</b>
0-3 years of employment	4 hours per pay period of 13 days per year
3-10 years of employment	6 hours per pay period or 19.5 days per year
10 years and over	8 hours per pay period or 26 days per year

11.02 Part-time employees shall earn annual leave at the same proportion as full-time employees.

11.03 Annual leave is accrued from date of employment.

11.04 Effective January 1, 2013, employees are required to use all annual leave in excess of 120 hours, and shall not carry an annual leave balance in excess of 160 hours at any time. —If annual leave accrual reaches a balance of 160 hours, the employee will not accrue further annual leave unless and until the balance is reduced below 160 hours.



The Employer will make every effort to assist the employee in scheduling vacation time off consistent with operational needs.

- 11.05 In the event that there is a conflict between funding [agencyentity](#) rules or requirements and this Agreement, the funding [agencyentity](#) rules and requirements will govern. Further, the Employer may require employees to take leave in order to prevent funding for that leave from being lost due to funding [agencyentity](#) rules and requirements. The Employer will notify the affected employees [and Union](#) in writing of the rules or regulations effect as soon as the [eE](#)Employer is aware of the potential impact of forfeit leave."
- 11.06 If an employee refuses to take leave when required to do so pursuant to paragraphs 11.04 and 11.05, above, the leave will be forfeit upon such refusal.
- 11.07 A vacation schedule shall be prepared by the Employer and presented to the employees by April 15th of each year. Employees shall be given preference in selecting vacations on the basis of [agencyEmployer](#) seniority for vacation requests submitted prior to April 30<sup>th</sup>, and the Employer will notify employees of approval of their vacation requests by May 15. Vacation requests submitted after April 30<sup>th</sup> shall be considered on a first come, first served basis. After the vacation schedule is approved, employees shall take vacations as scheduled. Requests for changes made in advance will be considered by supervision. Although employees shall not be required to find other employees as replacements, it is recognized that the availability of a replacement may be a factor in approving vacation schedules and changes.
- 11.08 In the event of termination, other than discharge for just cause, all accumulated vacation shall be paid to the employee, or his/her designated beneficiary in the event of death. Employees who separate employment for any reason within the four-month trial period shall not be paid for unused accrued vacation.
- 11.09 Employees shall not be terminated during a paid vacation status.
- 11.10 An employee may not use annual leave until completion of [the one hundred and twenty calendar day trial period](#)~~four (4) months of continuous service.~~

## ARTICLE 12 - SICK LEAVE

- 12.01 All employees are entitled to receive sick or injury leave with pay at their normal rate of pay.
- 12.02 Sick leave is accumulated at the rate of four (4) hours per pay period.
- 12.03 Notification to the immediate supervisor, designee, or director of Human Resources should be made by the employee prior to the start of his/her scheduled working time but in any event must be made in the first (1<sup>st</sup>) working hour of the shift. If such notification is not made, sick leave will not be granted. Extenuating circumstances shall be taken into consideration.
- 12.04 Sick leave shall accumulate to five hundred twenty (520) hours.
- 12.05 Sick leave may be used in the instance 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.

- 12.06 Sick leave usage shall include reasonable time for doctor and dentist calls.
- 12.07 Sick leave for part-time employees shall be in proportion to their hours worked.
- 12.08 If an employee's position changes funding source, accumulated sick leave shall be transferred to the new funding source.
- 12.09 In the event of a temporary layoff not to exceed 30 (thirty) days, sick leave accruals shall be retained.
- 12.10 ~~The Employer and the Union agree to negotiate in good faith in 2013 for the development of a system of 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.~~

### ARTICLE 13 - LEAVES OF ABSENCE

- 13.01 **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.
- 13.02 **Reserve Duty.** The Employer agrees to allow leaves of absence for annual training and in case of federal or state emergency to any employee called upon to perform duty with the Military Reserve or National Guard contingents.
- 13.03 **Domestic Violence, 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.
- 13.04 **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.
- 13.05 **Leave of Absence.** Leave of absence may be granted in writing by the Employer on request of the employee. Such request must be made to the Employer in writing with a copy to the Union.

Leave of absence may be granted for up to one (1) year. Exceptions to the duration of leaves of absence may be made by mutual agreement in writing between the Employer and the Union. During approved leaves of absence without pay, employees may pay their own health insurance premium in order to remain on the group coverage. Employees on leave of absence shall retain seniority and shall accrue seniority while on leave up to ninety (90) days. If the leave is less than ninety (90) days the employee is guaranteed back the same or comparable job ~~in with~~ the ~~agency~~ Employer.

Falsification of a reason for a leave of absence, is cause for forfeiture of the leave and immediate termination.

## ARTICLE 14 - MATERNITY/PATERNITY LEAVE

14.01 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.](#)

~~14.01~~14.02 Employees shall retain and accumulate seniority during ~~such~~ [maternity/paternity](#) leave. However, accrual of seniority shall not exceed ninety (90) days.

14.032 Employees on maternity/paternity leave shall be allowed to use accumulated sick leave and vacation to the extent it has accrued.

14.043 To remain on the Employer's group coverage during maternity/paternity leave, an employee must pay the monthly premium for their health insurance.

14.054 If the leave does not exceed eight (8) weeks, the employee shall be entitled to the same or a comparable job upon return.

## ARTICLE 15 - FAMILY LEAVE

15.01 During a twelve (12) month period, employees will be granted unpaid leave not to exceed twelve (12) weeks to care for a newborn child, adopted child or foster child under the age of six to care for a child, spouse, or parent who has a serious health condition, or for qualifying military exigency reasons as noted under the federal Family and Medical Leave Act (FMLA). Such leave will also be granted to an employee who is unable to perform the functions of [his/her/the](#) job due to a serious health condition.

15.02 ~~It is understood that t~~The twelve (12) month [FMLA](#) period shall be a rolling period [looking back from beginning on](#) the first date the employee utilizes FMLA leave.

15.031-a During a single twelve (12) month period, the Employer may grant eligible employees up to 26- weeks of unpaid leave to care for a "covered service member" who is seriously ill or injured in the line of active duty, as addressed by the FMLA. Leave for this purpose only begins on the first day the [eligible](#) employee takes leave under this section, [moving forward](#).

15.042 To be eligible for this benefit, an employee must have worked at least 1,250 hours during the twelve (12) month period preceding the requested leave. In addition, for a foreseeable birth, adoption, or medical treatment for a serious health condition, you must give your supervisor reasonable notice (30 days) of your request for leave.

15.053 The Employer may require the employee, or the employee may choose, to use accumulated sick and annual leave to cover some or all of the family or medical leave. In situations where an employee has previously requested vacation properly and such time off has been pre-approved by the supervisor, the Employer may allow the employee to keep and reserve such time off separate from any used for family and medical leave under this section.

15.064 Requests for leave in excess of twelve (12) weeks will be at the sole prerogative of the Employer.

15.075 Leave may be taken intermittently or on a reduced work schedule for oneself or qualifying

family member if medically necessary.

- | 15.086 The Employer will maintain benefits under the group medical plans for up to twelve (12) weeks at the same level and conditions as if the employee were continuing employment, provided that the Employee must pay his/her portion of the monthly insurance premium during this period.
- | 15.097 If the leave does not exceed twelve (12) weeks, the employee shall be entitled to the same or comparable job upon return.
- | 15.108 Employees shall retain and accumulate seniority during such leave not to exceed ninety (90) days.
- | 15.1109 Pursuant to the Washington Family Care Act, an employee also may use sick leave to care for (1) a child of the employee with a health condition that requires treatment or supervision; or (2) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. Leave taken under this section will run concurrent with any leave taken under other provisions of this Article, except as otherwise required by law.
- | 15.12 Leave taken under this Article will run concurrent with the Washington State Family Leave Act, except as otherwise provided by such Act.

#### **ARTICLE 16 - BEREAVEMENT LEAVE**

- | 16.01 In case of death in the immediate family an employee shall be granted a leave of absence of three (3) working days with pay, to attend a memorial service or funeral, or for related family matters within one (1) month of the death. In the event of a death in the immediate family that is more than 500 miles from Tacoma, employees shall be granted an additional day off with pay. Grant of bereavement leave of one (1) day may be extended to the death of a family member who is not an immediate family member with the approval of the Executive Director/President/CEO. Bereavement leave for part-time employees will be prorated for part-time employees, based upon the employee's normal average weekly hours divided by forty (40) 39.
- | 16.02 "Immediate Family" for this Agreement Article is defined as: spouse/domestic partner, parent, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren. (Foster and step shall be considered as immediate).

#### **ARTICLE 17 - UNION ACTIVITY - SHOP STEWARDS – UNION RESPONSIBILITIES**

- | 17.01 The Employer agrees to grant a reasonable leave of absence to employees selected to perform work for the Union. In addition to the usual Union tasks this will include attending conventions and conferences. Employees granted such leave of absence will retain and accumulate seniority during such leave period.
- | 17.02 The Union shall have the right to designate one (1) chief steward and four (4) shop stewards. The Union shall endeavor to have not more than one (1) shop steward designated from each division (Housing, Health Care, Education, and Employment), and not to have grievances handled by a steward from the program in which the grievance arose. The Union shall notify

the Employer of the names of all shop stewards.

- 17.03 The parties acknowledge the general proposition that shop stewards shall be allowed reasonable periods of time to transact Union business during working hours (including investigation of grievances).

Reasonable periods of time shall be fifteen (15) minutes unless otherwise approved by management. Further, it is agreed that no facility of the ~~agency~~Employer shall be used to carry out Union business without prior approval of management.

- 17.04 A shop steward shall be present during any disciplinary (verbal or written) interviews unless the employee opts in writing not to have a shop steward present.

- 17.05 A Union ~~business~~-representative shall be allowed reasonable access to the Employer's place of business for the purpose of conducting Union business and investigating grievances. However, such visitations shall be by prior written or verbal request to the Employer. Such request shall not be unreasonably denied. Employee interviews must be conducted during breaks or meal periods.

#### **ARTICLE 18 - MANAGEMENT RIGHTS**

- 18.01 Management reserves the right to execute managerial, operational and administrative control of MDC resources. Among these rights are direction of the work force, hiring, firing, promotion, administration of discipline, location, operation, maintenance and management of facilities, and staff reorganization that are not inconsistent with the provisions of this Agreement.

#### **ARTICLE 19 - JURY DUTY – COURT WITNESS**

- 19.01 The Employer agrees to pay the difference between jury pay and full wages (excluding mileage) to any employee obliged to serve on a jury, up to two (2) work weeks.
- 19.02 (a) Employees subpoenaed to testify before a court or regulatory agency involving a matter arising from the performance of their regular duties shall be compensated for a reasonable period of time, including time spent in travel, not to exceed eight (8) hours pay per day.
- (b) If subpoenaed to testify in a legal proceeding involving a matter outside of the scope of their employment, employees shall be allowed to use accumulated vacation.

#### **ARTICLE 20 – SENIORITY**

- 20.01 Newly hired employees shall be considered on a trial basis for a period of ~~four (4) months~~one hundred twenty (120) consecutive calendar days from date of hire.
- 20.02 During the term of the ~~four month~~-trial period, such employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be terminated any time during this period ~~of four months~~ without any recourse ~~to the grievance procedure~~whatsoever. Upon completion of the ~~four months~~-trial period, ~~agency~~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 20.3.

- 20.03 ~~Agency~~Employer seniority shall mean length of continuous service with ~~the Employer~~MDC and shall be cumulative. Program seniority shall mean length of continuous service in any one of the operating programs covered by this Agreement.
- 20.04 An employee shall lose all seniority rights for any one or more of the following reasons:
- a. Voluntary resignation
  - b. Discharge for just cause
  - c. Absence for three (3) consecutive working days without notification to the Employer  
Failure to return to work within five (5) working days after being recalled by documented contact by telephone, email delivery (with read confirmation), or certified mail ~~/~~-return receipt requested, unless due to actual illness or accident. (The Employer may require substantiated proof of illness or accident.)
  - d. Layoff for a continuous period of more than one (1) year.
  - f. Failure to report for work upon expiration of approved leave of absence.
  - g. Leave of absence for a period of more than one (1) year.
- 20.05 An employee transferred or promoted to a position outside of 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. If transferred or promoted out of the bargaining unit, the employee shall retain seniority and shall continue to accrue seniority for up to ninety (90) days. If transferred back to the bargaining unit during the ninety (90) day period, the employee is guaranteed back the same or a comparable job with the Employer.

## **ARTICLE 21 - LAYOFF AND RECALL**

- 21.01 If a reduction of the bargaining unit staff is necessary due to lack of work, lack of funds, or reorganization, the following procedure shall be used: Layoff and recall shall be made on the basis of program seniority and qualifications. In a reduction of the working force, the employee with the least amount of program seniority in a position will be the first laid off from that job. The employee may bump a junior program employee in the same or lower salary range provided he/she has the qualifications to satisfactorily perform the job. Employees who are displaced from their jobs as a result of such bump back procedures may in turn bump junior employees within the same program in the same or lower salary range provided such employee has the qualifications to satisfactorily perform the job. Pay for such employee shall be in accordance with Section 21.06.
- 21.01.1 When a program is eliminated, employees who have worked through previous job classifications within any program due to promotion or lateral transfers may bump back into those former classifications or programs, so long as such employee has the qualifications to satisfactorily perform the job.
- 21.01.2 An employee shall also be eligible to return to a job classification in any program that was previously held by that employee within the last three (3) years.
- 21.01.3 As used in this Article 21 and in Article 22 below, "qualifications" means the certifications and licenses, education, current technical knowledge and job-specific skills and experience to perform the job, or the ability to attain all such attributes and be fully reoriented to the position within three (3) weeks of placement.

- 21.02 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 15 calendar days.
- 21.03 In the event of a temporary reduction in force (not to exceed thirty (30) calendar days) affected employees shall be laid off out of the program. If the layoff exceeds thirty (30) calendar days the employee based on program seniority and qualifications may displace a junior employee within the same program.
- 21.04 In the event of a layoff, the employee shall receive pay for all accumulated vacation. Pay shall be provided on the next regular payday.
- 21.05 Any employee laid off from a position shall be placed on the recall list for a period of one (1) year. An employee's seniority, agencyEmployer and program, shall be adjusted for periods of layoff out of a program in excess of ninety (90) calendar days.
- 21.06 In the event of a demotion as a result of a bump back or other circumstances, an employee shall receive as a minimum the salary schedule of the lower position based on the employee's years of service (A through M).
- 21.07 Recall shall be in the inverse order of the layoff procedure. Based on program seniority employees shall be returned to their regular positions prior to the promotion or hiring of employees.
- 21.08 Recalled employees shall be credited with prior service in the same position, excluding time spent on layoff, in determining eligibility for step increases.
- 21.09 The list of programs to be utilized in the event of layoffs will be updated regularly and posted in all programs. Copies of the list and updates will be distributed to all stewards and sent to the union office whenever changes are made.

## **ARTICLE 22 – PROMOTIONS & TRANSFERS**

- 22.01. Promotion is hereby defined as a move from a lower salary range to a higher salary range. Transfer is defined as a lateral move within the same salary range. It is the intention of the Employer to fill job vacancies from within the agencyMDC before hiring new employees provided employees are available with the necessary qualifications to fill the vacant positions.
- 22.02 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-day period will be considered for the job and will be permitted to file a grievance against the final selection.~~
- 22.03. Promotions and transfers shall be made on the basis of qualifications and agencyEmployer seniority. In the event two (2) or more employees have the same relative qualifications the employee with the greatest agencyEmployer seniority shall be selected. An employee who is promoted to a higher position shall receive the minimum salary of the new position or a one step increase, whichever is higher. All employees so promoted or transferred shall be placed on

the higher rated job for a trial period not to exceed ninety (90) working days. In the event the employee does not successfully pass the trial period such employee shall be returned to the position previously held or a similar position in the employee's prior program without any loss of seniority. Program seniority in the prior program shall be forfeited upon completion of the trial period. If the employee's prior position no longer exists and there is no similar position in the employee's prior program, the employee may exercise the provisions of Article 21, above."

22.04 The Employer reserves the right to upgrade positions and retain incumbents. [The Employer will provide notice to the Union when positions are upgraded.](#)

22.05 When an employee is selected for a new position for reasons other than layoff of the employee from his or her current position, in the event that a funding source (grant, contract, or otherwise) requires that the transferred or promoted employee be paid at a pay rate lower than that provided for in the employee's current position, the employee who is selected for the position may elect to remain in his/her current position.

### ARTICLE 23 — TRAINING

23.01 The program manager shall be responsible to identify training needs and opportunities for employees within their program. Training needs or requests may also be referred to Human Resources.

23.02 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 direct manager.](#) Professional development and/or continuing education courses that are required for grant or maintenance of a license, unless such courses are explicitly also required to be taken by MDC, are not considered "MDC mandated" training.

### ARTICLE 24 - HEALTH ~~CARE AND WELFARE~~

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

[Core Plan:](#)

<a href="#">Employee only</a>	<a href="#">\$139.80</a>	
<a href="#">Employee &amp; Spouse</a>	<a href="#">\$736.79</a>	
<a href="#">Employee &amp; Child</a>	<a href="#">\$414.89</a>	
<a href="#">Employee, Spouse &amp; Child</a>	<a href="#">\$764.98</a>	<a href="#">\$1,086.88</a>
<a href="#">Employee &amp; 2+ Children</a>	<a href="#">\$1,086.88</a>	<a href="#">\$764.98</a>
<a href="#">Employee &amp; Family</a>	<a href="#">\$1,461.97</a>	

[Essential Plan:](#)

<a href="#">Employee only</a>	<a href="#">\$79.96</a>	
<a href="#">Employee &amp; Spouse</a>	<a href="#">\$520.12</a>	
<a href="#">Employee &amp; Child</a>	<a href="#">\$270.65</a>	
<a href="#">Employee, Spouse &amp; Child</a>	<a href="#">\$536.34</a>	<a href="#">\$785.81</a>



<u>Employee &amp; 2+ Children</u>	<u>\$785.81</u>	<u>\$536.34</u>
<u>Employee &amp; Family</u>	<u>\$1,076.50</u>	

24.02 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:

<u>Employee</u>	<u>\$4.82</u>
<u>Employee +1</u>	<u>\$49.94</u>
<u>Employee +2/+</u>	<u>\$118.62</u>

24.03 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.

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

<u>Spouse or 1 child</u>	<u>\$100.00</u>
<u>2 Children or family</u>	<u>\$125.00</u>

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.

24.04 Employer shall provide Employee Assistance Program coverage for each eligible employee.

24.05 Employer shall provide and pay for \$20,000 term life insurance policy and long term care coverage for each eligible employee.

24.06 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.

24.07 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.

~~24.01 Effective August 1, 2012, the Employer shall provide medical and dental coverage under current or a comparable plan and pay up to a maximum \$653.13 per month toward the employee's premium (for coverage of the employee only) for the Group Health OPTIONS Medical Plan.~~

~~Employees may voluntarily choose to participate in the Group Health OPTIONS Buy-Up Medical Plan by selecting such coverage within the appropriate election period.~~

~~Additional premium costs for buy-up coverage shall be paid fully by the employee through payroll deduction. Such premiums shall be deducted pre-tax.~~

~~The Employer shall pay up to a maximum of \$45.00 per month for the premium of the employee's dental coverage.~~

- ~~24.02 — The Employer shall provide and pay for a \$20,000 term life insurance policy for each employee.~~
- ~~24.03 — The Employer agrees to pay 50% of any premium increase necessary to maintain the level of benefits in Section 24.01 and 24.02 for the employee. The balance of such contributions of premium increases shall be paid by the employee through payroll deduction. The amount paid by the Employer for medical premium increase(s) is based upon the core OPTIONS plan, i.e., non buy-up coverage.~~
- ~~24.03.a — Spouse/domestic partner and dependent coverage contributions by the Employer will not exceed amounts currently being contributed by the Employer as of the date of this Agreement. Monthly employee deductions for dependent coverage shall be equally deducted on a bi-weekly basis.~~
- ~~24.04 — 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 such defaulting employer to enforce prompt payment, and such action shall not be deemed to be in violation of this Agreement or any of the provisions thereof.~~
- ~~24.05 — New employees hired after ratification date of this Agreement who are eligible for health care benefits under this Article shall receive such coverage on the first day of the month following ninety (90) days of employment.~~

#### **ARTICLE 25 — PENSION403(b ) RETIREMENT FUND**

- 25.01 Subject to the terms of the Plan Description, the Employer shall provide a 403(b) Plan for all eligible employees. The Employer will pay into such plan on behalf of each eligible employee four percent (4%) of gross compensable wages, and will match one hundred percent (100%) of any additional employee contributions up to the next 4% of the employee's gross compensable wages.
- 25.02 Contributions are to be deposited in the plan every two weeks. Administrative costs and fees will be paid in accordance with the Plan Description.
- ~~25.03:~~ Employees who have completed their probationary trial period may enroll in the Plan.

#### **ARTICLE 26 – SAFETY**

- 26.01 The Employer agrees to promote high standards of safety for all employees.
- 26.02 Employees are encouraged to report any unsafe conditions to their supervisor, who has the authority to deal with the matter in accordance with the established procedures.

#### **ARTICLE 27 - BULLETIN BOARD**

- 27.01 Bulletin boards will be made available to the Union by the Employer for the purpose of posting Union notices relating to Union-sponsored meetings, dues, entertainment, health and safety and general Union activities, courtesy copy to Human Resources Executive Director of MDC, and for no other purpose.

## ARTICLE 28 - TECHNOLOGICAL CHANGE

- 28.01 In the event of technological change, such as the introduction of data processing equipment, computers or other automated equipment, the Employer agrees to meet with the Union to discuss the effects upon bargaining unit employees and if applicable, to negotiate new classifications and wage rates. The Employer shall endeavor to give the Union as much notice as possible prior to implementing such changes.
- 28.02 Any new job created by virtue of the installation of such equipment will be posted in accord with the provision of Article 22, provided however, employees displaced shall be given preference prior to considering other employees.
- 28.03 The ~~Agency~~Employer shall provide training to incumbent employees when job classification requirements are changed due to the introduction of new equipment or processes.

## ARTICLE 29 – EMPLOYMENT PRACTICES

- 29.01 No employee will be disciplined or discharged without just cause. "Just cause" may include the concept of progressive discipline such as verbal and written discipline, suspension without pay, or other discipline as issued by the Employer.
- 29.02 ~~The~~ Employees agree to comply with MDC's published work rules and code of conduct. When the Employer alleges that an employee has violated an ~~agency~~Employer rule or regulation or that the employee's work performance is deficient, the employee and his/her supervisor and/or program manager will discuss the problem with the shop steward or Union Representative present unless the employee opts in writing for ~~no~~shop steward. The supervisor, with the approval of the program manager, will offer specific suggestions for corrective action on the part of the employee. The reason for the interview and action recommended will be recorded by the supervisor and/or program manager and a copy will be given to the employee.
- 29.03 **Disciplinary Action.** The Employer shall notify the employee in writing prior to any demotion, suspension, probation or dismissal. Written notice shall not be required when the nature of the offense requires immediate suspension or discharge.
- 29.04 **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 into 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
- 29.05 The Employer shall inform all employees of the Drug & Alcohol and Weapons policies in effect, as of the date of ratification of this Agreement, including availability of the Employee Assistance Program (EAP).

## ARTICLE 30 - GRIEVANCES AND ARBITRATION

30.01 A grievance within the meaning of this Agreement shall be any controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provision of this Agreement.

30.02 An aggrieved employee or group of employees shall present ~~his/hers~~ 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.

30.03 In the event of such grievance, the following steps ~~hereinafter set forth~~ shall be followed:

~~All grievances involving termination will automatically start at Step 2.~~

#### **Step 1 – Immediate Supervisor**

The employee and steward or Union Representative shall meet with ~~shall present the complaint orally 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~~ the grievance ~~it~~ 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 that 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. Employee and steward shall take up the complaint with Human Resources, which will endeavor to resolve the grievance. In the event that 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.

30.04 **Arbitration:**

Following the receipt of notice by a party electing to submit the grievance to arbitration, the parties will use their good faith efforts to identify an arbitrator that is mutually acceptable to the parties. If within three (3) days the parties cannot agree to mutually acceptable arbitration, then either party may apply directly to arbitration with the Federal Mediation and Conciliation Service.

The parties agree that it is to their mutual advantage to have the arbitrator selected and his/her decision rendered as quickly as possible. To that extent, both the Employer and the Union agree that the selection of the arbitrator shall be made with no undue delay and further that the parties will cooperate fully and completely in presenting facts and arguments to said arbitrator as expeditiously as is possible.

30.05 The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitrator's fee shall be borne equally by the parties. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

30.06. The Union agrees not to strike during the term of this Agreement pursuant to availability of arbitration to resolve contract disputes.

30.07 A grievance shall not be processed under this Agreement on behalf of any employee, who files or prosecutes or permits to be filed or prosecuted on his/her behalf, in any court or government [agencyEmployer](#), a claim, complaint, or suit, complaining of the action grieved under Federal, State or Municipal law or regulation. Other remedies may be pursued upon exhausting the grievance procedure.

30.08 With respect to the processing, disposition, and/or settlement of any grievance, including hearings and final decisions of arbitrators, the Union shall be the exclusive representative of the employee(s) covered.

30.09 If an employee or the Union fails to process a grievance within the limits set forth above and the procedure is not waived by mutual written agreement, that grievance shall be deemed waived and such failure shall constitute a bar to any future actions thereon. If the Employer fails to respond within the time limits prescribed, unless the procedure is waived by mutual written agreement, the grievance shall be considered as having automatically advanced to the next step in the grievance procedure.

**ARTICLE 31 - PICKET LINES**

31.01 No employee shall be disciplined or discharged for observing a sanctioned picket line.

**ARTICLE 32 - CHANGES IN POLICY AFFECTING BARGAINING UNIT**

32.01 The Employer agrees to inform the Union office in writing of any significant changes in policy, procedures or reorganization concerning bargaining unit employees at least thirty (30) days prior to implementation. The Union will notify the Employer within seven (7) working days if it wishes to negotiate on the matter. Upon receipt of such Union notification, the Employer will

withhold action pending the resolution of negotiations with the Union.

### ARTICLE 33 — SEPARABILITY

- 33.01 In the event that any provision to this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intentions of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
- 33.02 In the event that there is a conflict between funding agency-entity rules, requirements, funding contract or grant and this Agreement, the funding agency-entity rules shall govern.

### ARTICLE 34 — SUCCESSORS

- 34.01 In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by other means enter into an agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor firm or individual shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual with which it seeks to make such an agreement as aforementioned.

### ARTICLE 35 - UNION-MANAGEMENT COMMITTEE

- 35.01 The human resources representative and up to two other management appointees will meet as mutually agreed upon but not less frequently than each quarter at MDC Headquarters-offices with the Union representative and up to two other Union appointees for the purpose of:
- (1) discussion of the administration of the contract;
  - (2) discussion of problems which may affect bargaining unit members;
  - (3) dissemination of items of general interest to the parties; and
  - (4) discussion of training needs for MDC employees.
- 35.02 A schedule of the meetings will be prepared annually and a copy confirmation sent to ~~the both~~ MDC and the Union office by the preparer. Prior to each meeting, a written agenda agreed to by both parties shall be prepared by management. Agenda may be supplemented as agreed to by both parties.
- 35.03 The meeting shall be limited to one hour. Minutes shall be taken by a representative designated by the Employer and Union mutually. Topics discussed and disposition of matters shall be recorded. Minutes shall be signed by both parties. Copies of minutes will be sent to the Union ~~office~~ and ~~the director of~~ Human Resources at MDC.
- 35.04 MDC will pay the regular salary of bargaining employees participating in these meetings. They will be held during regular working hours. Mileage will be paid by management.
- 35.05 This committee shall have no power to bind either party. ~~It is set up~~ The committee's purpose is for informal discussion only and to foster amiable labor relations.

**ARTICLE 36 – WAGES**

36.01 Employees are eligible for 2.00% step increases upon their employee anniversary date in accordance with Schedule B. An employee's anniversary date is defined as the date of the employee's initial hire with MDC, or the date the employee transferred or promoted into a different position.

36.02 In addition to 36.01, on the dates shown below, MDC will increase the base pay rates of employees by the respective percentage increase, which also shall be reflected in the pay steps identified in Schedule B:

- August 1, 2016 – 3.00%;
- August 1, 2017 – 2.00%;
- August 1, 2018 – 2.00%.

36.03 Employees working shifts other than a day shift shall receive the following differential in addition to their regular rate of pay:

- (a) Second or Swing (evening) Shift: \$0.30.
- (b) Third or Graveyard (night) Shift: \$0.60.

36.03.a Those employees, i.e., licensed practical nurses (LPN), currently receiving a \$2.00 shift differential as of the date of ratification shall continue to receive such differential for all hours worked on evening or night shifts (instead of the differentials identified above in 36.03). Employees will not receive the differential if/when working on day shifts.

36.04 Wage rates as identified in Schedule B shall be regarded as minimum rates for work performed in the job classification. Payment of rates in excess of the minimum is at the sole discretion of the President/Chief Executive Officer.

**ARTICLE 376 – TERMINATION AND RENEWAL**

~~36.01~~ 37.01 This Agreement shall become effective as of August 1, ~~2012-2015~~ and shall remain in effect through and including July 31, 20~~19~~~~18~~~~15~~ and shall thereafter automatically renew itself until either party shall give sixty (60) days' written notice prior to the anniversary date of his/her desire to terminate, modify, or change this contract. Upon the giving of such notice, the parties shall proceed in negotiations.

**METROPOLITAN DEVELOPMENT COUNCIL**

**OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL ~~238~~, AFL-  
CIO, CLC**

By: \_\_\_\_\_  
P. Mark Pereboom, President & CEO

By: \_\_\_\_\_  
Cari Trussell/Lealie Liddle, Business Union  
Representative

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

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





**SCHEDULE "A"**  
**METROPOLITAN DEVELOPMENT COUNCIL**

Wage rates shall be regarded as minimum rates for work performed in the job classification. Payment of rates in excess of the minimum is at the sole discretion of the President/Chief Executive Officer.

**August 1, 2012—July 31, 2015**

<b>SALARY RANGE</b>	<b>CLERICAL POSITIONS</b>
12	Management Aide 1
14	Management Aide 2
16	Management Aide 3
16	Administrative Associate
18	Management Aide 4
21	Management Aide 5
24	Management Aide 6
22	Administrative Assistant
22	Data Specialist 1
25	Data Specialist 2
27	Procurement Specialist
29	EOC Office Coordinator
30	Data Specialist 3
<b>SALARY RANGE</b>	<b>SOCIAL SERVICES POSITIONS</b>
15	Assistant Childcare Teacher
16	Case Aide
16	Childcare Trainee Assistant
16	Tutor
18	Childcare Teacher Trainee
18	Youth Program Assistant
18	Childcare Trainee
18	ECEAP Teacher's Assistant
18	Assessment Worker
19	Attendant Aide
21	Program Asst/Childcare Center
21	Youth Community Detention Monitor
21	CD Resource Education Assistant
21	Lead Youth Program Assistant
21	Childcare Food Program Recruiter
21	ECEAP Assistant
23	Chemical Dependency Professional Trainee
23	Senior Assessment Worker
23	Monitor/Processor
23	CD Resource Educator
25	Employment Specialist
25	Medical Outreach Assistant
25	Assistant Education Advisor
25	Street Outreach Worker
25	Family Support Worker
25	Foster Family Support Worker
25	Outreach Worker/Dental Assistant

25	Information & Resource Outreach worker
25	Caseworker/Care Manager
25	Caseworker/Foster Families
25	Youth & Family Support Worker
25	ECEAP Teacher
25	Family Support Worker
25	Caseworker/Domestic Violence
25	Caseworker/Mental Health Outreach Worker
25	Family Educator
25	Child & Family Support Worker
25	Employment & Education Specialist
25	Chemical Dependency Professional 1
27	Chemical Dependency Professional 2
27	Substance Abuse Outreach Counselor
27	Emergency Room GDP
27	Micro Loan Specialist
27	Education Advisor
27	Employment & Education Counselor
27	Lead Education Support Specialist
27	Business Development Specialist
27	Prevention & Education Specialist
27	Curfew Specialist
29	Lead Micro Loan Specialist
29	Academic Instructor/Coordinator
30	Licensed Practical Nurse

Regular step increases as eligible, in accordance with the step table existing as of the date of this Agreement, from August 1, 2012 forward.

**ADJUSTMENTS TO STEP M:** For each employee who is at Step M as of the date this Agreement is ratified, upon the next employment anniversary date, the employee's Step M rate will be adjusted so that there is 2% between Step L and Step M (i.e., an increase of half of one percent). For each employee who is at Step L as of the date of contract ratification, upon the next employment anniversary date, employee will progress to Step M but remain at the rate in existence prior to this agreement, and upon the employment anniversary date occurring in Year Two of the contract, the employee's Step M rate will be adjusted to the new (higher) Step M rate described in the first sentence of this paragraph.

**BONUS:**

As soon as practicable following the ratification of this Agreement, (a) all employees will receive a \$125 signing bonus, and (b) employees at Step M as of such date will receive an additional \$100 bonus.

In addition to the bonuses described above, an annual bonus of \$150 shall be paid each year during the term of this Agreement to those employees at Step M of the step table as of the date of this Agreement. Payment will be issued on the end of month paycheck in the month immediately following ratification approval by bargaining unit employees, and on the next two successive anniversary dates thereof. Employees may opt to have this payment placed in a flex spending account to pay for out-of-pocket medical premium expenses, which amount will be exempt for the applicable taxes.

List of Additional Job Positions:

- Range 29 - Behavioral Health Specialist (Center)
- Range 29 - Benefits Specialist (Veteran Services)
- Range 27 – Lead Case Manager (Care Coordination)
- Range 19 - Chemical Dependency Aide (Detox)
- Range 19 - Housing Aide (Community Development)
- Range 25 - Housing Locator (Veteran Services)
- Range 25 - Landlord Liaison (Care Coordination)
- Range 27 - Medical Assistant (Medical Clinic)
- Range 24 - Medical Receptionist (Medical Clinic)
- Range 22 - Mental Health Technician (Evaluation & Treatment)
- Range 29 - Navigator (Adult Education & Employment)
- Range 25 - Nutrition Specialist – (Child Food Care)
- Range 26 - Outreach and Enrollment Specialist (Medical Clinic)
- Range 22 - Peer Counselor (Evaluation & Treatment)

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No later than ninety (90) calendar days from the date ratification, the parties will meet to review and verify a complete and accurate list of current job titles in the bargaining unit, to be listed in Schedule A.

**SCHEDULE "B" – Wage Matrix**