



Office and Professional Employees International Union  
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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**METROPOLITAN DEVELOPMENT COUNCIL**

**AND**

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
LOCAL NO. 8**

**FOR THE PERIOD OF**

**AUGUST 1, 2020 THROUGH JANUARY 31, 2024**

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – METROPOLITAN DEVELOPMENT COUNCIL

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**COLLECTIVE BARGAINING AGREEMENT**  
**METROPOLITAN DEVELOPMENT COUNCIL**

THIS AGREEMENT is entered into by and between METROPOLITAN DEVELOPMENT COUNCIL, its successors or assigns, (the "Employer" or "MDC") and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8, AFL-CIO (the "Union" or "OPEIU Local 8").

**PREAMBLE**

WHEREAS, 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 the Employer and Union, so as to secure uninterrupted operations and services of MDC, and to promote a harmonious relationship between the Employer and Union for their mutual advantage and in the public interest,

NOW THEREFORE, MDC and OPEIU Local 8 mutually agree as follows:

**ARTICLE 1**

**RECOGNITION**

**Section 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, and employees who heretofore the Union has not bargained on behalf of.

**ARTICLE 2**

**HIRING**

**Section 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, the Employer shall notify the Union.

**Section 2.02** The Employer agrees not to hire from commercial or private employment agencies charging fees unless all contractual provisions have been exhausted.

**Section 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 Supervisors of MDC.

**UNION**

Office and Professional Employees International Union, Local 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 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. Holidays, vacations, sick leave and bereavement leave shall be on a pro-rata basis for regular employees, who routinely are scheduled for less than forty (40) hours per week.

Full-time employees regularly scheduled on a thirty-nine (39) hour work week as of the date of ratification of this Agreement shall be allowed to remain on such thirty-nine (39) hour work week schedule. Such employees may request to convert to a forty (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) hours per week are entitled to all rights of this Agreement, and 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) hours per week shall be 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**

Employees who work on an intermittent basis. Qualified regular employees routinely scheduled for less than forty (40) hours per week shall be 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. On-call employees shall be used 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. For the purpose of this section, interns are not receiving any compensation from the Employer and are engaged in a certified educational or training program.

**EXEMPT EMPLOYEES**

Positions that are excluded from specific provisions of the 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**

**ANTI-DISCRIMINATION**

**Section 4.01** The Employer will not discriminate against an employee for Union activity.

**Section 4.02** The Union and the Employer shall comply with applicable federal, state and local anti-discrimination laws.

**Section 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/UNION BUSINESS**

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

#### **Section 5.02 Union Membership and Deductions**

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. Such list shall include: Employee's last name, first name, street address, city, state, zip code, Primary phone, work site, department, job title, status (full time/part time/on call/temporary), date of hire, pay rate, and work email address. Additionally, the employer shall provide specific status change for each employee, if applicable.

The Employer agrees to remit such dues and initiation fees to the Union each month at a time that would ensure 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 paycheck 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.

#### **Section 5.03 New Employee Union Onboarding**

The Employer shall provide the Union with a list of new employees via e-mail within fourteen (14) days of hire date. Such notice shall include the new hire's name, job title, work location, starting pay, phone and work e-mail.

The Union representative(s) and/or Stewards shall host a Union Orientation Session with new employees at least monthly. Such session will be held during the employee's normal workday and employees attending will be paid for up to one (1) hour to attend such session. Steward(s) attending or hosting a Union Orientation Session will be paid for up to one (1) hour to attend or host the Union Orientation Session.

## ARTICLE 6

### MAINTENANCE OF STANDARDS

**Section 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.

**Section 6.02** Fringe benefits include healthcare coverage, retirement, holidays, vacation, jury duty pay, sick leave, and bereavement leave.

## ARTICLE 7

### SUBCONTRACTING

**Section 7.01** Work which is performed by employees within the job classifications covered by this 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.

**Section 7.02** No supervisor shall perform any work normally or customarily assigned to employees covered by this 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 Agreement may be performed by supervisors.

## ARTICLE 8

### LOW CENSUS

**Section 8.1** This provision applies only to the 24/7 healthcare programs of the Employer. Low census is a temporary condition caused by reduction in guest utilization. Low census will not be prescheduled in advance. A temporary reduced work schedule because of low census will not supplant the provisions of Section 9.06. During a period of low census, the Employer will first seek volunteers before implementing a reduced staffing schedule.

A temporarily reduced work scheduled because of low census as requested by the Employer will not alter hours of employment for seniority purposes or accrual of vacation or sick leave and other benefits which would otherwise be earned by a regularly scheduled full-time or part-time employee.

- a) a cumulative running total of all low census hours will be maintained for each employee in the 24/7 healthcare programs and will count toward the employee's position in rotation. The totals will be reduced to zero January of each year.
- b) employees will be released on a rotational basis from the shift affected. Such low census will be applied in the following order:

1. Agency or volunteers
  2. Employees on overtime
  3. On-call employees
  4. Part-time employees working over their scheduled fte
  5. Full-time and part-time employees in accordance with seniority on a rotational basis
- c) Employees will be worked in the following order when extra shifts are available within the pay period in which an employee has been given low census hours provided that the assignment of the employee will not cause overtime pay:
1. Low censused employee – based on seniority
  2. Part-time employees – based on seniority
  3. On-call employees
  4. Agency or volunteers
  5. In the event low census periods extend on a regular basis for 3 consecutive weeks, the Employer will notify the Union to review the application of this agreement for low census conditions.

## **ARTICLE 9**

### **WORK SCHEDULE**

**Section 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) 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.

**Section 9.02** All time worked by a non-exempt employee in excess of forty (40) hours per week shall be paid at time and one-half (1 ½). 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.

**Section 9.03** Employees shall not be laid off to equalize time worked in excess of their regular work schedule.

**Section 9.04** An employee shall receive an unpaid meal period of no less than thirty (30) minutes, 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 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 part of the meal period. The entire meal period must be paid without regard to the number of interruptions.

**Section 9.05** 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. 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.

**Section 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.

**Section 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.

**Section 9.08** Pay periods shall be bi-weekly. Employees shall be paid bi-weekly. The regular workweek begins at 12:01 AM on Saturday.

**Section 9.09** In the event that an employee is required to change work locations, two weeks' notice will be given prior to such change unless mutually agreed to by the employee and supervisor or for safety concerns of the employee.

## ARTICLE 10

### HOLIDAYS

**Section 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. Holiday pay for part-time employees will be paid on a pro-rata basis based upon the employee's regularly set work schedule.

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.

**Section 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.

**Section 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).

**Section 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 ½) 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 ½) 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 ½). Additional hours shall be compensated at the standard hourly rate of pay.

**Section 10.05** Employees who are regularly scheduled to work shall be eligible for holiday pay. Holiday pay is prorated for part-time employees based upon their regularly set work schedule.

**Section 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)

**Section 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

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

**Section 11.03** Annual leave is accrued from date of employment.

**Section 11.04** Employees 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. If an employee's request for vacation/annual leave is denied by the Employer, and the employee is at the vacation/annual leave maximum, the employee's vacation/annual leave maximum will be extended for each month that the Employer has deferred the employee's request for vacation/annual leave usage.

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

**Section 11.05** In the event of termination, voluntary or involuntary, all accumulated vacation shall be paid to the employee, or his/her designated beneficiary in the event of death.

**Section 11.06** Employees shall not be terminated during a paid vacation status.

## ARTICLE 12

### **SICK LEAVE**

**Section 12.01** All employees are entitled to receive sick or injury leave with pay at their normal rate of pay.

**Section 12.02** Sick leave is accumulated at the rate of four (4) hours per pay period.

**Section 12.03** Notification to the immediate supervisor or designee 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.

For those programs that operate on a 24/7 basis, employees must notify their immediate supervisor or designee at least one (1) hour before the start of their scheduled shift. Extenuating circumstances shall be taken into consideration.

**Section 12.04** Sick leave shall accumulate to five hundred twenty (520) hours.

**Section 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. A doctor's certification may be required for absences exceeding periods of three (3) consecutive days.

**Section 12.06** Sick leave usage shall include reasonable time for doctor and dentist calls.

**Section 12.07** Sick leave for part-time employees shall be in proportion to their hours worked.

**Section 12.08** If an employee's position changes funding source, accumulated sick leave shall be transferred to the new funding source.

**Section 12.09** In the event of a temporary layoff not to exceed 30 (thirty) days, sick leave accruals shall be retained.

**Section 12.10** 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.

To receive such donated sick time, the recipient employee must have exhausted all available sick leave and vacation time.

Contributing employees may donate up to eighty (80) hours of accrued sick leave per request, 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). Donated sick leave hours are recognized on an hour for hour basis.

Donations of time will be allocated on the basis of first donated, first used. Each requesting employee may be allocated up to eighty (80) hours of donated leave per qualifying event.

To request a sick leave donation, the employee must meet with the Human Resources Department and submit a written request which includes the circumstances and reason(s) for the leave donation request. MDC reserves the right to request documentation from the employee's healthcare professional. The Human Resources Department will solicit donations on an anonymous basis through a general announcement to all staff. Submitted requests for donations will be maintained on a confidential, need-to-know basis.

**Section 12.11 Washington Paid Family and Medical Leave.** Employees shall be granted up to twelve (12) weeks of paid family leave to care and bond within twelve (12) months of the birth, adoption or placement of a child younger than eighteen (18) years of age, and to care for oneself, a dependent, spouse, domestic partner or parent with a serious illness or injury. An additional 2 weeks of leave will be available when the leave is a result of pregnancy complications. Employees are eligible for up to 16 weeks of leave when family and medical leave are used in combination. Health and welfare benefits shall remain in full force and affect during such leave, but employees shall not accrue vacation or sick leave while out on unpaid leave.

Employees shall receive compensation while out on this leave from the Washington State Employment Security Department. The Employer shall pay the full premium amount for each bargaining unit employee. An employee may choose to use their accrued sick to supplement the state's compensation when taking Washington Paid Family & Medical Leave.

## ARTICLE 13

### LEAVES OF ABSENCE

**Section 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.

**Section 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.

**Section 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.

**Section 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.

**Section 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 with the 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

**Section 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.

**Section 14.02** Employees shall retain and accumulate seniority during maternity/paternity leave. However, accrual of seniority shall not exceed ninety (90) days.

**Section 14.03** Employees on maternity/paternity leave shall be allowed to use accumulated

sick leave and vacation to the extent it has accrued.

**Section 14.04** To remain on the Employer’s group coverage during maternity/paternity leave, an employee must pay the monthly premium for their health insurance.

**Section 14.05** 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

**Section 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 the job due to a serious health condition.

**Section 15.02** The twelve (12) month FMLA period shall be a rolling period looking back from the first date the employee utilizes FMLA leave.

**Section 15.03** 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 employee takes leave under this section, moving forward.

**Section 15.04** 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.

**Section 15.05** 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.

**Section 15.06** Requests for leave in excess of twelve (12) weeks will be at the sole prerogative of the Employer.

**Section 15.07** Leave may be taken intermittently or on a reduced work schedule for oneself or qualifying family member if medically necessary.

**Section 15.08** 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.

**Section 15.09** If the leave does not exceed twelve (12) weeks, the employee shall be entitled to the same or comparable job upon return.

**Section 15.10** Employees shall retain and accumulate seniority during such leave not to exceed ninety (90) days.

**Section 15.11** 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.

**Section 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**

**Section 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 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).

**Section 16.02** "Immediate Family" for this 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**

**Section 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.

**Section 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.

**Section 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 Employer shall be used to carry out Union business without prior approval of management.

**Section 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.

**Section 17.05** A Union 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**

**Section 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**

**Section 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.

**Section 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.

**Section 19.02(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

**Section 20.01** Newly hired employees shall be considered on a trial basis for a period of one hundred twenty (120) consecutive calendar days from date of hire.

**Section 20.02** During the term of the 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 without any recourse to the grievance procedure. Upon completion of the trial 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 20.3.

**Section 20.03** Employer seniority shall mean length of continuous service with MDC and shall be cumulative. Program seniority shall mean length of continuous service in any one of the operating programs covered by this Agreement.

**Section 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.
- d. 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.)
- e. 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.

**Section 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

**Section 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.

**Section 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.

**Section 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.

**Section 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.

**Section 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.

**Section 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.

**Section 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.

**Section 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, Employer and program, shall be adjusted for periods of layoff out of a program in excess of ninety (90) calendar days.

**Section 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).

**Section 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.

**Section 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.

**Section 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

**Section 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 MDC before hiring new employees provided employees are available with the necessary qualifications to fill the vacant positions.

**Section 22.02** Notice of all job vacancies shall be posted electronically on the Employer's website and sent by email to all staff. This notice will remain posted electronically 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.

**Section 22.03** Promotions and transfers shall be made on the basis of qualifications and Employer seniority. In the event two (2) or more employees have the same relative qualifications the employee with the greatest Employer 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.

**Section 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.

**Section 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

**Section 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.

**Section 23.02** The Employer shall bear the cost of 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 workday 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**

**HEALTHCARE**

**Section 24.01** Effective September 1, 2020, 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:

Employee only	\$189.36
Employee & Spouse	\$835.90
Employee & Child	\$491.12
Employee, Spouse & Child	\$1,212.68
Employee & 2+ Children	\$867.88
Employee & Family	\$1,614.44

HMO:

Employee only	\$155.48
Employee & Spouse	\$719.66
Employee & Child	\$412.92
Employee & 2+ Children	\$745.34
Employee & Family	\$1,409.52

Essential PPO Plan:

Employee only	\$114.96
Employee & Spouse	\$590.12
Employee & Child	\$324.48
Employee, Spouse & Child	\$874.64
Employee & 2+ Children	\$609.00
Employee & Family	\$1,184.18

**Section 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:

Employee	\$11.54
Employee +1	\$63.10
Employee +2/+	\$140.60

**Section 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.

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

Spouse or 1 child	\$100.00
2 Children or family	\$125.00

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.

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

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

**Section 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.

**Section 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.

## ARTICLE 25

### **403(b) RETIREMENT FUND**

**Section 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 four percent (4%) of the employee’s gross compensable wages.

**Section 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.

**Section 25.03** Employees who have completed their trial period may enroll in the Plan.

## ARTICLE 26

### SAFETY

**Section 26.01** The Employer agrees to promote high standards of safety for all employees.

**Section 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

**Section 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, and for no other purpose.

## ARTICLE 28

### TECHNOLOGICAL CHANGE

**Section 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.

**Section 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.

**Section 28.03** The 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

**Section 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.

**Section 29.02** Employees agree to comply with MDC's published work rules and code of conduct. When the Employer alleges that an employee has violated an 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 none. 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.

**Section 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.

**Section 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.

**Section 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**

**Section 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.

**Section 30.02** 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.

**Section 30.03** 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 the employee's immediate supervisor within ten (10) calendar days of submission of the written grievance. If the grievance is not satisfactorily settled or resolved within five (5) working days, the Union may forward the grievance to Step 2 within five (5) working days of receiving the supervisor's written response. A copy of the grievance shall be sent to

Human Resources.

**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 is not satisfactorily settled or resolved within five (5) working days, 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 will meet to discuss the grievance with the President/CEO within ten (10) days of receipt of the forwarded grievance. In the event the grievance is not satisfactorily 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.

**Section 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.

**Section 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.

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

**Section 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 agency, 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.

**Section 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.

**Section 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**

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

## **ARTICLE 32**

### **CHANGES IN POLICY AFFECTING BARGAINING UNIT**

**Section 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**

**Section 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.

**Section 33.02** In the event that there is a conflict between funding entity rules, requirements, funding contract or grant and this Agreement, the funding entity rules shall govern.

## ARTICLE 34

### SUCCESSORS

**Section 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

**Section 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 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.

**Section 35.02** A schedule of the meetings will be prepared annually and confirmation sent to both MDC and the Union 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.

**Section 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 and Human Resources at MDC.

**Section 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.

**Section 35.05** This committee shall have no power to bind either party. The committee's purpose is for informal discussion and to foster amiable labor relations.

## ARTICLE 36

### WAGES

**Section 36.01** Annual, 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.

**Section 36.02** Effective August 1, 2020 through December 31, 2020, Schedule B in effect on July 1, 2020 will be increased by 2.75% across the board. This Schedule will become obsolete on December 31, 2020.

Effective January 1, 2021, Schedule A will become effective, and Schedule B will be replaced with a new Schedule B. Employees will be placed on the new Schedule B taking into consideration market adjustments and pay equity.

Effective January 1, 2022, schedule B will be increased 2% across the board.

Effective January 1, 2023, schedule B will be increased 2% across the board.

Effective January 1, 2024, schedule B will be increased 2% across the board.

**Section 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.

**Section 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.

**Section 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 37

### **TERMINATION AND RENEWAL**

**Section 37.01** This Agreement shall become effective as of August 1, 2020 and shall remain in effect through and including January 31, 2024 and shall thereafter automatically renew itself until either party shall give ninety (90) days' written notice prior to the anniversary date of the desire to terminate, modify, or change this contract. Upon the giving of such notice, the parties shall proceed in negotiations.

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – METROPOLITAN DEVELOPMENT COUNCIL

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**METROPOLITAN DEVELOPMENT  
COUNCIL**

By *Pamela E. Duncan*  
Pamela E. Duncan (May 13, 2021 23:06 PDT)  
Pam Duncan  
President & CEO

By *Renee Larsen*  
Renee Larsen  
Director of People Management

By *Mieko Gray*  
Mieko Gray  
Chief of Staff

By *Allan Jacobson*  
Allan Jacobson  
Labor Relations Specialist

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 8, AFL-CIO**

By *Leslie Liddle*  
Leslie Liddle  
Union Representative

By *Suzanne Mode*  
Suzanne Mode  
Business Manager

By *Doris Tucker*  
Doris Tucker  
Bargaining Committee

By *Elaine Tuisila*  
Elaine Tuisila  
Bargaining Committee

**SCHEDULE “A”**  
**Classification Titles**  
**Effective 1/1/2021**

<b>CLASSIFICATION</b>	<b>RANGE</b>
Administrative Assistant 1	21
Administrative Assistant 2	23
Administrative Assistant 3	25
Admissions Coordinator	25
Assistant Property Manager	31
Billing Specialist	30
Care Coordinator 1	29
Care Coordinator 2	31
Case Manager	27
Certified Peer Counselor (HARPS)	25
Certified Peer Counselor (Healthcare)	25
Chemical Dependency Tech	24
Data Specialist 1	24
Data Specialist 2	27
Data Specialist 3	30
Discharge Planner	28
Education Advisor	30
Energy Assistance Coordinator	21
Lead Employment Case Manager	29
Licensed Practical Nurse	34
Medical Receptionist	24
Mental Health Technician	25
Nutrition Planner	26
Nutrition Specialist	26
Peer Counselor (Housing)	25
Peer Recovery Coach	25
Peer Support Shelter Specialist	24
Program Coordinator	30
Property Management Assistant	25
Resident Peer Coordinator	24
Substance Use Disorder Professional 1	30
Substance Use Disorder Professional 2	31
Substance Use Disorder Trainee	29

COLLECTIVE BARGAINING AGREEMENT  
 OPEIU LOCAL 8 - METROPOLITAN DEVELOPMENT COUNCIL

Schedule B - Effective January 1, 2021 - December 31, 2021

Steps	A	B	C	D	E	F	G	H	I	J	K	L	M	N
Range	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
21	\$ 14.35	\$ 14.63	\$ 14.93	\$ 15.22	\$ 15.53	\$ 15.84	\$ 16.16	\$ 16.48	\$ 16.81	\$ 17.15	\$ 17.49	\$ 17.84	\$ 18.19	\$ 18.55
22	\$ 14.92	\$ 15.22	\$ 15.52	\$ 15.83	\$ 16.15	\$ 16.47	\$ 16.80	\$ 17.14	\$ 17.48	\$ 17.83	\$ 18.19	\$ 18.55	\$ 18.92	\$ 19.30
23	\$ 15.52	\$ 15.83	\$ 16.14	\$ 16.47	\$ 16.80	\$ 17.13	\$ 17.47	\$ 17.82	\$ 18.18	\$ 18.54	\$ 18.91	\$ 19.29	\$ 19.68	\$ 20.07
24	\$ 16.14	\$ 16.46	\$ 16.79	\$ 17.13	\$ 17.47	\$ 17.82	\$ 18.17	\$ 18.54	\$ 18.91	\$ 19.29	\$ 19.67	\$ 20.06	\$ 20.47	\$ 20.88
25	\$ 16.78	\$ 17.12	\$ 17.46	\$ 17.81	\$ 18.17	\$ 18.53	\$ 18.90	\$ 19.28	\$ 19.66	\$ 20.06	\$ 20.46	\$ 20.87	\$ 21.28	\$ 21.71
26	\$ 17.45	\$ 17.80	\$ 18.16	\$ 18.52	\$ 18.89	\$ 19.27	\$ 19.66	\$ 20.05	\$ 20.45	\$ 20.86	\$ 21.28	\$ 21.70	\$ 22.14	\$ 22.58
27	\$ 18.15	\$ 18.52	\$ 18.89	\$ 19.26	\$ 19.65	\$ 20.04	\$ 20.44	\$ 20.85	\$ 21.27	\$ 21.69	\$ 22.13	\$ 22.57	\$ 23.02	\$ 23.48
28	\$ 18.88	\$ 19.26	\$ 19.64	\$ 20.03	\$ 20.43	\$ 20.84	\$ 21.26	\$ 21.69	\$ 22.12	\$ 22.56	\$ 23.01	\$ 23.47	\$ 23.94	\$ 24.42
29	\$ 19.63	\$ 20.03	\$ 20.43	\$ 20.84	\$ 21.25	\$ 21.68	\$ 22.11	\$ 22.55	\$ 23.00	\$ 23.46	\$ 23.93	\$ 24.41	\$ 24.90	\$ 25.40
30	\$ 20.42	\$ 20.83	\$ 21.24	\$ 21.67	\$ 22.10	\$ 22.54	\$ 23.00	\$ 23.46	\$ 23.92	\$ 24.40	\$ 24.89	\$ 25.39	\$ 25.90	\$ 26.41
31	\$ 21.24	\$ 21.66	\$ 22.09	\$ 22.54	\$ 22.99	\$ 23.45	\$ 23.92	\$ 24.39	\$ 24.88	\$ 25.38	\$ 25.89	\$ 26.40	\$ 26.93	\$ 27.47
32	\$ 22.09	\$ 22.53	\$ 22.98	\$ 23.44	\$ 23.91	\$ 24.38	\$ 24.87	\$ 25.37	\$ 25.88	\$ 26.39	\$ 26.92	\$ 27.46	\$ 28.01	\$ 28.57
33	\$ 22.97	\$ 23.43	\$ 23.90	\$ 24.37	\$ 24.86	\$ 25.36	\$ 25.87	\$ 26.38	\$ 26.91	\$ 27.45	\$ 28.00	\$ 28.56	\$ 29.13	\$ 29.71
34	\$ 23.89	\$ 24.37	\$ 24.85	\$ 25.35	\$ 25.86	\$ 26.37	\$ 26.90	\$ 27.44	\$ 27.99	\$ 28.55	\$ 29.12	\$ 29.70	\$ 30.30	\$ 30.90

COLLECTIVE BARGAINING AGREEMENT  
 OPEIU LOCAL 8 - METROPOLITAN DEVELOPMENT COUNCIL

Schedule B - Effective January 1, 2022 - December 31, 2022

Steps	A	B	C	D	E	F	G	H	I	J	K	L	M	N
Range	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
21	\$ 14.63	\$ 14.92	\$ 15.22	\$ 15.53	\$ 15.84	\$ 16.15	\$ 16.48	\$ 16.81	\$ 17.14	\$ 17.48	\$ 17.83	\$ 18.19	\$ 18.55	\$ 18.93
22	\$ 15.22	\$ 15.52	\$ 15.83	\$ 16.15	\$ 16.47	\$ 16.80	\$ 17.13	\$ 17.48	\$ 17.83	\$ 18.18	\$ 18.55	\$ 18.92	\$ 19.30	\$ 19.68
23	\$ 15.82	\$ 16.14	\$ 16.46	\$ 16.79	\$ 17.13	\$ 17.47	\$ 17.82	\$ 18.18	\$ 18.54	\$ 18.91	\$ 19.29	\$ 19.67	\$ 20.07	\$ 20.47
24	\$ 16.46	\$ 16.79	\$ 17.12	\$ 17.46	\$ 17.81	\$ 18.17	\$ 18.53	\$ 18.90	\$ 19.28	\$ 19.67	\$ 20.06	\$ 20.46	\$ 20.87	\$ 21.29
25	\$ 17.12	\$ 17.46	\$ 17.81	\$ 18.16	\$ 18.53	\$ 18.90	\$ 19.27	\$ 19.66	\$ 20.05	\$ 20.45	\$ 20.86	\$ 21.28	\$ 21.71	\$ 22.14
26	\$ 17.80	\$ 18.16	\$ 18.52	\$ 18.89	\$ 19.27	\$ 19.65	\$ 20.05	\$ 20.45	\$ 20.86	\$ 21.27	\$ 21.70	\$ 22.13	\$ 22.57	\$ 23.03
27	\$ 18.51	\$ 18.88	\$ 19.26	\$ 19.64	\$ 20.04	\$ 20.44	\$ 20.85	\$ 21.26	\$ 21.69	\$ 22.12	\$ 22.57	\$ 23.02	\$ 23.48	\$ 23.95
28	\$ 19.25	\$ 19.64	\$ 20.03	\$ 20.43	\$ 20.84	\$ 21.26	\$ 21.68	\$ 22.11	\$ 22.56	\$ 23.01	\$ 23.47	\$ 23.94	\$ 24.42	\$ 24.90
29	\$ 20.02	\$ 20.42	\$ 20.83	\$ 21.25	\$ 21.67	\$ 22.11	\$ 22.55	\$ 23.00	\$ 23.46	\$ 23.93	\$ 24.41	\$ 24.90	\$ 25.39	\$ 25.90
30	\$ 20.82	\$ 21.24	\$ 21.66	\$ 22.10	\$ 22.54	\$ 22.99	\$ 23.45	\$ 23.92	\$ 24.40	\$ 24.89	\$ 25.38	\$ 25.89	\$ 26.41	\$ 26.94
31	\$ 21.66	\$ 22.09	\$ 22.53	\$ 22.98	\$ 23.44	\$ 23.91	\$ 24.39	\$ 24.88	\$ 25.37	\$ 25.88	\$ 26.40	\$ 26.93	\$ 27.47	\$ 28.01
32	\$ 22.52	\$ 22.97	\$ 23.43	\$ 23.90	\$ 24.38	\$ 24.87	\$ 25.36	\$ 25.87	\$ 26.39	\$ 26.92	\$ 27.45	\$ 28.00	\$ 28.56	\$ 29.13
33	\$ 23.42	\$ 23.89	\$ 24.37	\$ 24.86	\$ 25.35	\$ 25.86	\$ 26.38	\$ 26.91	\$ 27.44	\$ 27.99	\$ 28.55	\$ 29.12	\$ 29.71	\$ 30.30
34	\$ 24.36	\$ 24.85	\$ 25.34	\$ 25.85	\$ 26.37	\$ 26.90	\$ 27.43	\$ 27.98	\$ 28.54	\$ 29.11	\$ 29.69	\$ 30.29	\$ 30.89	\$ 31.51

COLLECTIVE BARGAINING AGREEMENT  
 OPEIU LOCAL 8 - METROPOLITAN DEVELOPMENT COUNCIL

Schedule B - Effective January 1, 2023 - December 31, 2023

Steps	A	B	C	D	E	F	G	H	I	J	K	L	M	N
Range	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
21	\$ 14.93	\$ 15.23	\$ 15.53	\$ 15.84	\$ 16.16	\$ 16.48	\$ 16.81	\$ 17.15	\$ 17.49	\$ 17.84	\$ 18.20	\$ 18.56	\$ 18.93	\$ 19.31
22	\$ 15.53	\$ 15.84	\$ 16.15	\$ 16.48	\$ 16.81	\$ 17.14	\$ 17.49	\$ 17.84	\$ 18.19	\$ 18.56	\$ 18.93	\$ 19.31	\$ 19.69	\$ 20.09
23	\$ 16.15	\$ 16.47	\$ 16.80	\$ 17.14	\$ 17.48	\$ 17.83	\$ 18.19	\$ 18.55	\$ 18.92	\$ 19.30	\$ 19.68	\$ 20.08	\$ 20.48	\$ 20.89
24	\$ 16.79	\$ 17.13	\$ 17.47	\$ 17.82	\$ 18.18	\$ 18.54	\$ 18.91	\$ 19.29	\$ 19.68	\$ 20.07	\$ 20.47	\$ 20.88	\$ 21.30	\$ 21.73
25	\$ 17.47	\$ 17.82	\$ 18.17	\$ 18.54	\$ 18.91	\$ 19.28	\$ 19.67	\$ 20.06	\$ 20.46	\$ 20.87	\$ 21.29	\$ 21.72	\$ 22.15	\$ 22.59
26	\$ 18.16	\$ 18.53	\$ 18.90	\$ 19.28	\$ 19.66	\$ 20.06	\$ 20.46	\$ 20.87	\$ 21.28	\$ 21.71	\$ 22.14	\$ 22.59	\$ 23.04	\$ 23.50
27	\$ 18.89	\$ 19.27	\$ 19.65	\$ 20.05	\$ 20.45	\$ 20.86	\$ 21.27	\$ 21.70	\$ 22.13	\$ 22.58	\$ 23.03	\$ 23.49	\$ 23.96	\$ 24.44
28	\$ 19.65	\$ 20.04	\$ 20.44	\$ 20.85	\$ 21.27	\$ 21.69	\$ 22.13	\$ 22.57	\$ 23.02	\$ 23.48	\$ 23.95	\$ 24.43	\$ 24.92	\$ 25.42
29	\$ 20.43	\$ 20.84	\$ 21.26	\$ 21.68	\$ 22.12	\$ 22.56	\$ 23.01	\$ 23.47	\$ 23.94	\$ 24.42	\$ 24.91	\$ 25.41	\$ 25.91	\$ 26.43
30	\$ 21.25	\$ 21.68	\$ 22.11	\$ 22.55	\$ 23.00	\$ 23.46	\$ 23.93	\$ 24.41	\$ 24.90	\$ 25.40	\$ 25.90	\$ 26.42	\$ 26.95	\$ 27.49
31	\$ 22.10	\$ 22.54	\$ 22.99	\$ 23.45	\$ 23.92	\$ 24.40	\$ 24.89	\$ 25.39	\$ 25.89	\$ 26.41	\$ 26.94	\$ 27.48	\$ 28.03	\$ 28.59
32	\$ 22.98	\$ 23.44	\$ 23.91	\$ 24.39	\$ 24.88	\$ 25.38	\$ 25.88	\$ 26.40	\$ 26.93	\$ 27.47	\$ 28.02	\$ 28.58	\$ 29.15	\$ 29.73
33	\$ 23.90	\$ 24.38	\$ 24.87	\$ 25.37	\$ 25.87	\$ 26.39	\$ 26.92	\$ 27.46	\$ 28.01	\$ 28.57	\$ 29.14	\$ 29.72	\$ 30.32	\$ 30.92
34	\$ 24.86	\$ 25.36	\$ 25.86	\$ 26.38	\$ 26.91	\$ 27.45	\$ 28.00	\$ 28.56	\$ 29.13	\$ 29.71	\$ 30.30	\$ 30.91	\$ 31.53	\$ 32.16



COLLECTIVE BARGAINING AGREEMENT  
 OPEIU LOCAL 8 - METROPOLITAN DEVELOPMENT COUNCIL

Schedule B - Effective January 1, 2024 - January 31, 2024

Steps	A	B	C	D	E	F	G	H	I	J	K	L	M	N
Range	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
21	\$ 15.22	\$ 15.52	\$ 15.83	\$ 16.15	\$ 16.47	\$ 16.80	\$ 17.14	\$ 17.48	\$ 17.83	\$ 18.19	\$ 18.55	\$ 18.92	\$ 19.30	\$ 19.69
22	\$ 15.83	\$ 16.15	\$ 16.47	\$ 16.80	\$ 17.13	\$ 17.48	\$ 17.83	\$ 18.18	\$ 18.55	\$ 18.92	\$ 19.30	\$ 19.68	\$ 20.07	\$ 20.48
23	\$ 16.46	\$ 16.79	\$ 17.13	\$ 17.47	\$ 17.82	\$ 18.18	\$ 18.54	\$ 18.91	\$ 19.29	\$ 19.67	\$ 20.07	\$ 20.47	\$ 20.88	\$ 21.30
24	\$ 17.12	\$ 17.46	\$ 17.81	\$ 18.17	\$ 18.53	\$ 18.90	\$ 19.28	\$ 19.67	\$ 20.06	\$ 20.46	\$ 20.87	\$ 21.29	\$ 21.71	\$ 22.15
25	\$ 17.81	\$ 18.16	\$ 18.52	\$ 18.90	\$ 19.27	\$ 19.66	\$ 20.05	\$ 20.45	\$ 20.86	\$ 21.28	\$ 21.70	\$ 22.14	\$ 22.58	\$ 23.03
26	\$ 18.52	\$ 18.89	\$ 19.27	\$ 19.65	\$ 20.04	\$ 20.44	\$ 20.85	\$ 21.27	\$ 21.70	\$ 22.13	\$ 22.57	\$ 23.02	\$ 23.48	\$ 23.95
27	\$ 19.26	\$ 19.64	\$ 20.04	\$ 20.44	\$ 20.85	\$ 21.26	\$ 21.69	\$ 22.12	\$ 22.56	\$ 23.02	\$ 23.48	\$ 23.95	\$ 24.42	\$ 24.91
28	\$ 20.03	\$ 20.43	\$ 20.84	\$ 21.25	\$ 21.68	\$ 22.11	\$ 22.56	\$ 23.01	\$ 23.47	\$ 23.94	\$ 24.41	\$ 24.90	\$ 25.40	\$ 25.91
29	\$ 20.83	\$ 21.25	\$ 21.67	\$ 22.10	\$ 22.55	\$ 23.00	\$ 23.46	\$ 23.93	\$ 24.41	\$ 24.89	\$ 25.39	\$ 25.90	\$ 26.42	\$ 26.95
30	\$ 21.66	\$ 22.10	\$ 22.54	\$ 22.99	\$ 23.45	\$ 23.92	\$ 24.40	\$ 24.88	\$ 25.38	\$ 25.89	\$ 26.41	\$ 26.93	\$ 27.47	\$ 28.02
31	\$ 22.53	\$ 22.98	\$ 23.44	\$ 23.91	\$ 24.39	\$ 24.87	\$ 25.37	\$ 25.88	\$ 26.40	\$ 26.92	\$ 27.46	\$ 28.01	\$ 28.57	\$ 29.14
32	\$ 23.43	\$ 23.90	\$ 24.38	\$ 24.86	\$ 25.36	\$ 25.87	\$ 26.39	\$ 26.91	\$ 27.45	\$ 28.00	\$ 28.56	\$ 29.13	\$ 29.72	\$ 30.31
33	\$ 24.37	\$ 24.86	\$ 25.35	\$ 25.86	\$ 26.38	\$ 26.90	\$ 27.44	\$ 27.99	\$ 28.55	\$ 29.12	\$ 29.70	\$ 30.30	\$ 30.90	\$ 31.52
34	\$ 25.34	\$ 25.85	\$ 26.37	\$ 26.89	\$ 27.43	\$ 27.98	\$ 28.54	\$ 29.11	\$ 29.69	\$ 30.29	\$ 30.89	\$ 31.51	\$ 32.14	\$ 32.78