

AGREEMENT BETWEEN

**MANAGEMENT & TRAINING CORPORATION
AT THE
CLEARFIELD JOB CORPS CENTER**

AND

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 222,
SALT LAKE CITY, UTAH**

APRIL 5, 2018 - MARCH 31, 2022

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**COLLECTIVE BARGAINING AGREEMENT
TEAMSTER / MTC – CLEARFIELD JCC**

DESIGNATION OF PARTIES

The Agreement entered into as of April 5, 2018, by and between MANAGEMENT & TRAINING CORPORATION/CLEARFIELD JOB CORPS CENTER, located at 700 East 1700 South (Antelope Drive) - P.O. Box 160070, Clearfield, Utah 84016, hereinafter referred to as the "Company" and INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 222, 2641 South 3270 West - P.O. Box 30749, Salt Lake City, Utah 84119, hereinafter referred to as the "Union."

ARTICLE 1 – RECOGNITION

The Company recognizes the Union (certified by NLRB, Case #27-RC-7473) as the current, exclusive bargaining agent with respect to wages, hours of work, and other conditions of employment for all the Company's Senior Residential Advisors, Residential Advisors, and on-call/temporary Residential Advisors at its Job Corps Center located in Clearfield, Utah. Expressly excluded from the bargaining unit are all other employees of the Company, including office clerical employees, professional employees, guards, watchmen, and supervisors as defined in the National Labor Relations Act.

ARTICLE 2 – MANAGEMENT RIGHTS

Except as specifically modified, delegated, or granted in this Agreement, the Company retains the right to manage the operations of the Company and direct the work force. Among those exclusive rights, but not limited thereto, is the right to select, hire, transfer, promote, discipline, train, to suspend or discharge for just cause; assign and supervise employees; to determine and change starting times, quitting times and shifts, and the number of hours to be worked; to determine staffing patterns; to determine or change the policies and procedures; to determine and set quality standards; to begin and continue to organize voluntary teams and groups of employees within departments and among departments; to determine methods and means by which its operations are to be carried on; and to carry out all ordinary functions of management.

The foregoing enumeration of the Company's rights shall not be deemed to exclude other rights of the Company not specifically set forth. The Company, therefore, retains all rights not otherwise specifically listed by this Agreement.

ARTICLE 3 – HOURS OF WORK

This article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or a guarantee of days of work per week.

The work week consists of seven (7) consecutive work days commencing at 8:01 a.m. Monday to 8:00 a.m. the following Monday.

All work performed in excess of forty (40) hours per week shall be paid at one and one half (1 1/2) times the regular straight time hourly rate of pay. For policy purposes, "work time" or "on duty" includes meal times, rest periods and breaks.

Section 1: Order of Work

1. Forty (40) hour employees working their regularly scheduled workday.
2. Thirty-two (32) hour employees working their regularly scheduled workday.
3. On-call employees scheduled to replace anticipated vacancy(s), as determined by management.
4. Forty (40) hour employees working anticipated/scheduled overtime as determined by management.
5. Thirty two (32) hour employees working remaining anticipated vacancies at straight time or overtime, or both.
6. On-call employees to fill emergency absences at the straight time rate.
7. All bargaining unit employees on duty to fill emergency absences.
 - a. Offer to dorm personnel where vacancy exists, in seniority order.
 - b. Offer by radio to all bargaining unit members on duty, in seniority order.
 - c. Mandatory overtime: all bargaining unit personnel on duty, in reverse seniority order.

The following modification shall apply to all "mandatory force up" situations in which the least senior employees currently on shift are required to fill unanticipated and/or emergency residential living vacancies.

Management shall assign "mandatory force up" in reverse order of seniority on a rotational basis, including on-call staff, based upon the seniority list or "wheel". The rotational list or (wheel) will continue to rotate throughout the month. The rotational list or "wheel" will be reset on the first calendar day of each month. If a staff member is unable to be "forced up" for medical reasons, they are precluded from volunteering for overtime, or extra shifts during the period of their exemption.

Management agrees to inform each employee at the beginning of their shift that they may be subject to mandatory force up.

Employees in training status *will not* be subject to the force up procedures.

The employer shall furnish a force up record on Monday following the end of each pay period to the designated Union Steward selected by the Teamsters Local 222 Representative.

Employees may work a maximum of thirty-two (32) overtime hours per week. Employees may exceed this maximum if there are no volunteers after management follows the order of work procedure outline above.

Residential Living staff will not be eligible to work more than two (2) eight (8) hour shifts in a twenty-four (24) hour period. Staff will be ineligible to accept a shift that will put them into a triple shift status. In the case of the triple shift emergency, as determined by the Company, non-bargaining unit employees shall be asked to work the vacant shift.

Section 2: Awarded Open Shift – Call Off

Any part-time or full-time RA's or SRA's who sign up and are awarded an open shift and then call off on said open shift, for any reason other than an FMLA qualifying event, bereavement, a medical emergency documented at the time of the emergency, or unforeseeable and documented

civic duty, a total of three (3) times within a rolling year, the employee shall not be able to volunteer for overtime for two (2) months after the third call off.

After the two (2) month recess, if the same employee signs up and is awarded an open shift, and then calls off two (2) times again, for any reason other than an FMLA qualifying event, bereavement, a medical emergency documented at the time of the emergency, or unforeseeable and documented civic duty, within the same rolling year defined above, the employee shall not be able to volunteer for overtime for the following four (4) months.

After the four (4) month recess, if the same employee signs up and is awarded an open shift, and then calls off two (2) times again, for any reason other than an FMLA qualifying event, bereavement, a medical emergency documented at the time of the emergency, or unforeseeable and documented civic duty, within the same rolling year defined above, the employee shall not be able to volunteer for overtime for the following four (4) months.

The rolling year is to be used as a starting date with the first call off, but not an ending date to limit the recess period

Section 3: On Calls

- a. On-call employees will be notified up to one (1) hour prior to the shift start time.
- b. On-call employees must work a minimum of twenty-four (24) hours per calendar month to remain employed, providing work opportunity is available.
- c. On-call employees who accept shifts and fail to work three (3) of those shifts in one (1) calendar month, shall not be offered work opportunities for the calendar month following their last day worked.
- d. MTC will allow Resignee's to bump into the on-call pool, however Resignee's must have three (3) years of experience, have a non-problematic work record and have acceptable attendance.
- e. On-call employees will not be allowed to work in "closed dorms" while regular employees are being forced up in open dorms.
- f. With the occurrence of a major medical event, which is defined as a heart attack, stroke, extended hospitalization or other incidents as determined in the Company's sole discretion, the "on-call" employee will not be subject to termination for not working twenty-four (24) hours in that month. Furthermore, that employee's twenty-four (24) hours of work within a month will be calculated on a rolling calendar month (consisting of thirty (30) days), following the first day missed due to the aforementioned major medical event.
- g. After three (3) occurrences/suspensions, within a rolling year, on call employees will be terminated.
- h. On-call employees who fail to work their entire shift will forfeit their next work opportunity.

Section 4: Schedules

A copy of schedules for each week, to include check-sheet, will be provided, in a timely fashion, by 12:00pm on the Monday following the previous workweek schedule, to a designated steward;

and a copy of schedules also placed in the Res / (10) Office.

Each party understands that "schedules" as defined in this article will include:

1. "Master Weekly Schedule" 14 days out
2. "On Call Matrix" 14 days out
3. The open shift Worksheet and Tracking Sheet
4. Overtime Signup Sheets 14 days out
5. The previous week's complete daily call off sheet
 - a) Residential Living Accountability sheet (shows call offs and NC/NS, Block 2)
 - b) Reverse Seniority Order, Block 3
6. Weekly "On Call" Phone logs and "On Call" Matrix sheets
7. Weekly Force Up List
8. The Master Weekly/Daily sign in sheets
9. The previous week's open shift posting
10. Notice of Obligation for the projected 14 day out schedule
11. All Open Shift assignments, Short Notice assignments, and any accompanying Notice of Obligation.
12. Order of Work Log
13. Management will endeavor to provide another staff member (bargaining unit or non-bargaining unit) to observe the self-administration Rx lock-box when there is only single coverage.

Until further notice, the designated and alternate stewards shall be:

Victor Fialkowski (designated steward)
Kevin Massey (alternate steward)

Changes in scheduling practices shall be discussed with the union before implementation.

Section 5: Computation of Overtime Payment

Payment for overtime hours worked by regular full-time employees shall be computed at the following rates:

Time and one-half shall be paid for:

- hours worked in excess of 40 in a regular work week.
- hours worked on the first scheduled day off, if the employee has worked 40 hours that work week.

Double time shall be paid for:

- hours worked on the employee's second scheduled day off, if the employee has worked the first scheduled day off and 48 hours that work week.

Holidays will be included in the hours worked calculations concerning:

- Time and one half
- Double Time

The determination of first and second days off shall depend upon the chronological order of occurrence of the two scheduled days off as they are established within the regular work week.

Section 6: Show-up Pay

In the absence of advance notice, a minimum of four (4) hours at the straight time rate shall be paid to employees who report for work but are sent home because circumstances prevent their assignment to tasks for which they are qualified.

Section 7: Meal Period

- a. Most employees shall normally be provided a meal period without pay at a time to be designated by the Company. The meal period shall normally be between the third (3rd) and sixth (6th) hours of the employee's shift whenever possible. Exceptions are the midnight and weekend day shift that are generally not scheduled to take a meal period. Meal times are unpaid unless the employee is granted restricted and compensated meal period.
- b. If a bargaining unit employee is forced to work a double shift, the Company will make every reasonable effort to allow said employee an uncompensated break, not to exceed thirty (30) minutes between shifts.

Section 8: Rest Periods

All employees shall be granted a fifteen (15) minute break approximately half way through the first half of their shift, and a fifteen (15) minute break approximately half way through the second half of their shift, subject to operational requirements of the Company.

Section 9: Pay Periods and Pay Day

- Each payroll period consists of two (2) consecutive work weeks.
- All employees will be paid bi-weekly (Friday), for all work performed through the preceding work week. In the instance that a Friday is a paid holiday, payroll checks to employees will be on the last business day prior to Friday (payday).

Section 10: Change in Shifts

The Company shall give notice of at least fourteen (14) calendar days of any change in regular shifts that involve a change in time or days worked, except in cases of emergency. Schedules will not be changed on a week-by-week basis for the sole purpose of avoiding overtime payments to an employee; however, the Company retains the exclusive right to change a schedule, or any other work assignment, if efficient operations so require. When it becomes necessary to fill a vacancy on a shift by assigning an employee, such vacancy shall be filled by the employee with the least seniority in the classification required, where consistent and efficient operations permit. The Company shall make every effort to avoid changing schedules during holiday weeks, in accordance with efficient operational requirements.

In the event that a scheduled staff does not call or show for an assigned shift, that staff will be given a maximum of 30 minutes beyond the start time of the assigned shift in which to arrive for work. If the No-call/No-show staff does not arrive to work within 30 minutes of the beginning of the assigned shift, that shift will then be forfeited and assigned out to another staff member following the established Order of Work. If the No-call/No-show staff member does, in fact, arrive to work within 30 minutes of the beginning of the assigned shift, they will be allowed to work the remainder of their original shift.

In the event that a scheduled staff calls in prior to the beginning of a shift, notifying the Company that the scheduled staff will not be able to arrive on time, but is planning to arrive late, that staff

will then be given a two (2) hour grace period in which to arrive to work. Following the Order of Work, another staff member will then be assigned to work the entire shift with the understanding that the originally scheduled staff may arrive and finish out the original shift. If the originally scheduled staff does report to work within the two (2) hour grace period, the staff that picked up the shift will be excused from work. However, if the originally scheduled staff does not arrive within the established two (2) hour grace period, the remainder of that staff's original shift will then be forfeited, and the newly assigned staff will complete the shift.

Section 11: Anticipated Shift Vacancies

Anticipated shift vacancies shall be offered to on-call employees by telephone and in seniority order commencing on the seventeenth (17th) day preceding the work week in which the vacancy(s) exist. Each on-call employee shall be offered the maximum of four (4) work opportunities (shifts) for the work week.

This paragraph will clarify overstaffing that occurs when on-call staff are scheduled into a dorm to fill a vacancy and that position has been filled. This could create an extra staff in the dorm for those shifts up to a two week period depending upon the timing of the position being accepted. When this occurs, management may move that staff to a different dorm if needed. This will apply to emergency fills also.

The "On-Call Wheel" will re-set at the first Saturday of each calendar month.

Section 12: Notice and Distribution of Overtime

Except in emergencies, employees shall be notified in advance weekly of the opportunity to work overtime.

Section 13: Anticipated/Scheduled Overtime

The company shall post all vacancies fourteen (14) days preceding the work week in which the vacancies exist. The posting shall remain for seven (7) working days commencing at 8:01 a.m. on the fourteenth (14th) day.

Situations occur where short notice overtime needs to be posted for less than three (3) days. When those situations occur, management may reduce the three (3) day posting period to allow for awarding of overtime and notification to the employee. The overtime notification must be posted for at least forty-eight (48) hours. This posting will be on colored paper to alert staff that it is a "short" posting. A copy of this posting will be provided to the designated Union Steward each Monday, if applicable.

Employees may work a maximum of thirty-two (32) overtime hours per week. Employees may exceed this maximum by way of unanticipated/emergency overtime order of call.

Section 14: Unanticipated/Emergency Overtime

Emergency overtime shall be offered to employee as follows:

- a. Management will ask for a volunteer in the dorm needing coverage. Seniority will govern if more than one employee volunteers.
- b. Management will offer by radio to all bargaining unit personnel on duty. Seniority will govern if more than one employee volunteers.

- c. Employees may exceed the maximum of thirty-two (32) hour overtime per week for emergency purposes only.
- d. If no one volunteers, then the employee with the least seniority in the bargaining unit will be required to stay and work the overtime.
- e. An employee forced to work a double shift may take the overtime pay (if eligible), or a day off within the same work week (with concurrence by supervisory personnel), subject to operational requirements.

Section 15: Notice of Obligation

A written memorandum of obligation will be posted in the Res / (10) Office to all staff scheduled for overtime, describing the date, start time, and dorm assignment the employee is scheduled to work. This memorandum will be posted seven (7) days in advance. Employees are responsible to check the list and show up for the assignment. All employees will have access to check their Notice of Obligation to include their scheduled day off or during a non-assigned shift.

Section 16: Work Opportunity

- a. The Company shall make every effort to provide full-time positions where consistent with efficient management of its business. Based on the needs of the students and the Company, work shall be available to employees based on their seniority, qualifications, non-problematic work record, performance and acceptable attendance.
- b. Non-bargaining unit employees shall not perform bargaining unit work, except for the temporary relief of an absent employee, or to cover a vacancy or absence due to Company-sponsored training.

ARTICLE 4 – DISCIPLINE & DISCHARGE

No employee covered by this agreement shall be disciplined or discharged without just cause. The Company will furnish the employee and the Shop Steward with written notice surrounding the discharge. If the Union believes that the discharge of an employee has not been for just cause and is unable to satisfactorily adjust the matter with the Company, it may be submitted for resolution under the Grievance Procedure.

All disciplinary actions over twelve (12) months old will not be considered by Management in employment decisions.

ARTICLE 5 – JOB BIDDING

Residential Advisor and Senior Residential Advisor vacancies or new jobs are defined as open positions which the Company, in its sole discretion, determines to immediately staff. The definition of vacancies or new jobs expressly excludes management's right, in its sole discretion, to: 1) Switch two employees between their respective current assignments; and 2) Relocate employees to a new dorm when their current dorm assignment is eliminated but the employee will keep their current days off and shift assignment in the new dorm.

Before any vacancies or new jobs are posted throughout the facility, the Company will make RA assignments according to the SRA / RA "Wish List". Each SRA / RA (including On-Calls, but excluding "New" SRA's) may complete a "Wish List" (attached as Exhibit B) at any time and

provide it to the current dorm scheduler. SRA / RA's will identify which dorm, shift and days off they would like to move to, on the "Wish List".

When there is a vacancy or new job, Management will assign the SRA / RA to these vacancies and new jobs according to seniority (highest first). SRA's & RA's may submit or revise their "Wish List" at any time and shall sign, date and turn in the form to the scheduler. The Scheduler or his or her designee, will sign and date the form and return a carbon copy to the SRA / RA.

The Company will maintain an "A" list and a "B" list of potential candidates. The "A" list will be composed of 32 hr. & full time SRA & RA's. The "A" list employees will have first preference by seniority for all openings. If the "A" list is exhausted, the company will then move to the "B" list comprised of On-Call employees. When the open position is filled, the position vacated by the successful bidder will then be filled following the same protocol. Management will continue to follow this process until there is no interest in any unfilled position. Should no "Wish Lists" match the Vacancy or job opening, then Management will follow the process as described below.

Stewards will have access to review the "Wish List" at any time.

A copy of the "Wish List" will be provided to the union upon request.

These vacancies or new jobs which occur within the bargaining unit will be posted throughout the facility, including the Res / (10) Office for six (6) consecutive days. Bids received from bargaining unit employees will be considered first. The Company will not fill the opening with an outside hire prior to that time, unless it has determined that there are not employees in the existing represented work force who are qualified for the job. The foregoing shall not preclude any employee from applying for a vacancy that does not represent a promotion. The Company shall consider seniority, non-problematic work record, job performance, acceptable attendance, education and training when determining candidates for job vacancies. Once the vacancy has been posted for the six (6) consecutive days, then, bargaining unit members may no longer apply.

Seniority points defined in Article 6 (c.) shall be considered for all lateral and promotional bid selections. Management agrees to list shift and dorm on job bids. Management retains the exclusive right to move employees between dorms for reasons other than job vacancy.

ARTICLE 6 – SRA VACANCIES

The Company shall consider qualified employees for promotion to SRA positions based on the following:

Section 1: The Company shall post notice of the SRA written exam at least six (6) days prior to the exam date. Interested employees must submit a job bid to Human Resources by the deadline indicated on the posting. Once the vacancy has been posted for the six (6) consecutive days, then, bargaining unit members may no longer apply.

Section 2: Qualified bidders will be notified they are eligible to take the written exam. All qualified candidates who have not taken the written exam within the last two years, shall take the written exam on the same date, same time and location.

Section 3: Qualified candidates who have taken the written exam within the last two years may use their most recent score or they may retake the exam when it is offered by management. The

Human Resources Manager shall develop and maintain a list of questions which shall be changed from time to time. The written exam shall be administered every six (6) months or upon the top three candidates having been promoted. A list of candidates eligible for consideration for the SRA vacancies shall be established. Points from the written exam and scenarios shall be combined, along with seniority points, and a ranking list compiled based on these points.

Section 4: Upon request, the company will provide the Business Agent with the names, scores and ranking of the individuals who sat for the exam.

Section 5: When the SRA vacancy occurs, the verbal interview will take place with each of the top three ranking candidates. Scores from the verbal interviews will then be added to those previously calculated based on the written exam and scenarios, and seniority.

Section 6: The candidates will once again be ranked, and then offered SRA positions in the order of their rank where there is only one SRA vacancy. Where there is more than one SRA vacancy, the top candidate with the highest score shall choose which vacancy they will accept, then the remaining candidates will be given preference in order of their rank. The employees who scored lower and were not immediately placed into an SRA vacancy, will remain on the list of candidates for the next available SRA opening(s) which will not be bid until the top three initial candidates have been placed in an SRA position.

Section 7: Employees must be in their current job classification for ninety (90) calendar days before consideration is given for promotion.

Once an employee is demoted, they will not be eligible for promotion for one year.

Section 8: Points pertaining to the process above shall be as follows;

- a. **Written Exam** - 30 questions x 1 point each = 30 points max.
- b. **Scenarios** - two types:
 - Written: Choose 3 of 6 to answer - 3 questions x 5 points each = 15 points max.
 - Verbal: 10 questions x 2 points each = 20 points max.
- c. **Seniority** - 7 points per completed year of service in bargaining unit, up to 35 Points. After the fifth (5th) year of service in the bargaining unit, seniority will be calculated at 2 points per every five (5) year period up to 41 points max (20 years).
- d. If a candidate has received a Notice of Caution within the past twelve (12) months, five (5) points will be deducted from the candidate's overall score.

The above components and their weighting may be modified by the mutual agreement of both the Company and the Union, as recommended by the joint labor -management committee.

Section 9: Individuals not selected may meet with Human Resources to discuss the results of their interview.

Section 10: A commercial driver's license (CDL) is an essential function of the SRA position, and only five (5) SRAs may be on medical waiver at any given time. These will be granted on a first come first serve basis, and then on seniority basis if more than one is submitted at the same time. If an incumbent does not obtain a CDL within sixty (60) days of hire or loses their CDL

without the chance of renewal, they will demote to RA FTE status and shift held prior to the promotion, but will remain in the SRA position until an RA position becomes vacant. If an incumbent loses their CDL during a qualified leave of absence, they will have sixty (60) days upon returning to obtain a new one.

Any demotions from an SRA position to an RA position due to the inability to obtain a CDL based solely on medical condition applies to all employees whether or not they have previously obtained a CDL. The Company will provide a CDL refresher training/driving opportunities on average, once per month for all employees required to possess a CDL. In the event an SRA's dorm attends an event without the SRA, that SRA may be required, in the Company's sole discretion, to cover another dorm where an SRA is absent.

Incumbent SRAs exempted due to medical waivers as of the contract signing date shall be red-circled and remain SRAs but are counted in the five (5) referenced above.

The Company shall reimburse SRA's for all new CDL licenses and annual renewals which shall include reimbursement for DOT physical.

ARTICLE 7 – LEAVES OF ABSENCE & LEAVE TYPES

Section 1: FMLA LEAVE:

FMLA leave will be administered in accordance with applicable law and MTC Policy 205.10 (attached) except for the following:

1.1. Reinstatement Rights: While an employee is on FMLA leave, the company will:

1.1.a. Endeavor to hold the position open for the duration of the authorized leave. If the position has been filled, the employee will be placed in an equivalent position that includes the same working conditions, privileges, perks, and status, and involves the same or substantially similar duties and responsibilities, and requires substantially equivalent skill, effort, responsibility, and authority. For non-work related medical leave, employees must first use sick then must use all but one week of vacation. However, the employee, in their sole discretion, may choose to use their last week of remaining vacation.

1.1.b. This FMLA provision will be subject to the grievance and arbitration provision in this Agreement.

1.1.c. The Company agrees that seniority shall not be broken upon employee's lawful rights under the Family Medical Leave Act.

Section 2: Personal Leave:

Personal Leave will be administered in accordance with MTC Policy 205.15 (attached) with the following exception: The Company will prorate any salary adjustment or bonus for which the employee is eligible based upon the number of months worked that year. In prorating any salary adjustment or bonus, any portion of a month worked will count as a full month. This Personal Leave provision will be subject to the grievance and arbitration provision in this Agreement.

ARTICLE 8 – SENIORITY

The Company shall notify the Union of all new bargaining unit hires listing name, address, position, status, and shift.

An employee's seniority shall be calculated on a center-wide basis. Center-wide seniority shall be calculated by the years, months and days an employee has been employed at the Clearfield Job Corps Center since his last date of hire. A seniority list shall be provided to the Business Representative every six (6) months. Any MTC employee entering the bargaining unit will be prohibited from exercising length of service in job bidding and overtime selection for twelve (12) months from date of entry into the unit. Seniority governs if employees submit holiday or vacation requests at the same time.

Section 1: Layoff Notice

- a. In the event of a layoff, the Company shall give the affected employees a one (1) week notice, or pay in lieu thereof, if the Company is afforded adequate notice from either the Department of Labor or the event precipitating the layoff, to allow the one (1) week notice.
- b. In the event of a layoff, the Company shall layoff the employees in the bargaining unit by taking into account the employees' seniority. If equal, then the following factors will be considered, as determined by the Company: non-problematic work record, qualifications, performance, acceptable attendance and education.

Section 2: Layoff Recalls

Recalls from layoff shall be in reverse order of layoff. Employees maintain recall rights for six (6) months.

Section 3: Termination of Seniority

All seniority shall cease and an employee shall be terminated from the payroll when any of the following occurs:

- a. Resignation or other voluntary termination of employment.
- b. Overstay of approved leave of absence or vacation leave.
- c. Discharge for just cause.
- d. Absence without approved leave for a period of three (3) days or more which he is scheduled to work, unless he calls in and notifies his supervisor at least four (4) hours prior to the beginning of his shift, or two (2) hours for day shift workers.
- e. Failure to report to work, following a layoff, to the employee's former job or a job similar in nature and pay within five (5) calendar days after written notice to report is given by the Company to the employee and the union. Such notice shall be deemed to be sufficiently given if sent to the employee by registered mail at the last address furnished by employee to the Company.
- f. Layoff without recall to work within six (6) months from the date of such layoff.
- g. Leave of absence exceeding twelve (12) weeks or longer if approved, or failure to report to work immediately upon being released by his doctor.

- h. Works for another Company while on a leave of absence, unless on an approved military leave of absence.

Section 4: Probationary Period

All new employees shall be hired on a trial basis for a period not to exceed one hundred eighty (180) days. Upon successful completion of said probationary period, an employee's seniority date shall date back to the date of hire. During an employee's probationary period, an employee may be released from employment for any reason at the sole discretion of the Company and not subject to grievance and arbitration. After an employee has completed the probationary period and has acquired seniority, such employee shall not be suspended or discharged without just cause.

Section 5: Break in Service

Seniority means the length of continuous service without any break as hereinafter defined. Employees who leave the Company and are rehired within ninety (90) days of termination will be reinstated with their previous hire date and will not be required to serve another probationary period if they have already done so. Previously accrued sick leave balances will be reinstated and vacation benefits will continue to accrue based upon the previous hire date.

- a. **Job Bidding** – Employees who are reinstated within 90 days, once reinstated, will be eligible to bid for any position within the bargaining unit.
- b. **Floating Holidays** – Employees who are reinstated within 90 days, once reinstated, the employee will be eligible for any remaining floating holidays that occur on or after their date of hire and includes any employees who transfer into the bargaining unit.
- c. **Sick Leave** – Employees rehired by the company within 90 days of their termination will retain their original hire date, and their accrued sick leave balance at the time of separation will be reinstated.
- d. **Retirement** – Participation eligibility for rehired employees will be based upon the same criteria as for all employees as stated in the company's retirement plan.
- e. **Vacation / PTO** – Employees rehired by the company within 90 days of their termination will retain their original hire date for vacation/PTO accrual purposes.

ARTICLE 9 – BUSINESS REPRESENTATIVES AND STEWARDS

Section 1: Designation and Notification of Steward Assignments

Shop stewards shall be appointed by the union. The company shall be advised the identity of said stewards. In order that there shall be no misunderstanding, the duties and functions of the stewards shall be discussed with the business agent, human resources manager, department manager, and the stewards prior to the employee acting as steward. Notification shall be given in a timely manner (forty-eight [48] hours after the approval of appointment by the Union's Executive Board). Only those employees so designated shall be recognized by the Company. The Company agrees to recognize six (6) stewards.

Section 2: Right of Access

Duly authorized business representatives of the Union shall be permitted at all reasonable times to enter the facilities operated by the Company for the purpose of transacting Union business and observing conditions under which employees are employed, provided however, that they first secure approval from the Center Director or the Center Director's designee and that no interference of work of the employee(s) results. Union representatives shall not be entitled to enter non-public areas unescorted.

Section 3: Handling Grievances

The Stewards shall be allowed to handle complaints or grievances arising under the Agreement during their working hours without loss of compensation provided that the time spent is devoted to the prompt handling of complaints or grievances in accordance with the Grievance Procedure of this Agreement and that they at all other times, perform their assigned jobs.

Section 4: Scope of Stewards Union Activities

The Stewards' Union Activities on Company time shall fall within the scope of the following functions:

- a. To investigate a complaint or grievance and to present a complaint to an employee's immediate manager in an attempt to settle the matter for the employee or group of employees who may be affected.
- b. To meet by appointment with an appropriate manager or other designated representative of the Company when necessary, to adjust grievances in accordance with the Grievance Procedure of this Agreement.
- c. To meet with Management and discuss the issues, provided, however, Stewards have no authority to alter the terms and conditions of the Labor Agreement, to negotiate new terms and conditions of employment, or to bind the Union without prior express written authority.
- d. The Company and the Union are in agreement that the minimum amount of time should be spent in the performance of these duties.
- e. The Company shall provide the Union with a monthly new hire list which indicates the employee's status, shift, position title, and address.

Section 5: Permission to Leave Work for Union Activities

Except during grievance investigations, separate meetings scheduled to discuss written grievances, and/or the Joint Labor Management Meetings, no Union activities shall be compensated including, but not limited to, union contract negotiations. Any paid time to conduct union activities as defined above, the employee must be scheduled to work or have prior approval.

When a Shop Steward is required to leave the regular duties for the orderly and expeditious handling of a grievance or complaint or other recognized Company-Union business, the procedure outlined below will be followed:

- a. The Shop Steward's supervisor will be notified whenever the Steward must leave the assigned job. If necessary, a Shop Steward shall remain on a regular work assignment until a reasonable time is afforded to provide a substitute.

- b. When the Shop Steward leaves the area, a time voucher provided by the Company will be filled out.
- c. When entering the area of another supervisor's responsibility, the Steward will contact the supervisor before attempting to contact any employee.
- d. The voucher will be returned to the Shop Steward's supervisor upon returning to regularly assigned duties.
- e. Union stewards shall be given time off without penalty, when requested in writing by the business agent, for official union business.
- f. The Company may grant reasonable time off, not to exceed one (1) work week for the respective employee, without loss of seniority rights, to any employee designated by the Union to attend a labor convention, provided seventeen (17) calendar days written notice, requested by the Union business agent, is given to the Company by the Union, specifying the specific days off, and subject to operational requirements as determined in the Company's sole discretion, and not to exceed 3 employees at any one time. Employees may use vacation time during such absence or choose leave without pay.

ARTICLE 10 – NON DISCRIMINATION

Section 1: Neither the Union and its officers, agents and employees of Management & Training Corporation/Clearfield Job Corp Center, nor the Company, shall discriminate against any employee because of his non-membership or membership in the Union and shall not intimidate or coerce any employee into becoming or remaining a member of the Union, or resigning from the Union.

Section 2: It is the continuing policy of the Company and the Union that the provisions of this agreement shall be applied to all employees within the bargaining unit, as defined in Article 1, Recognition, of this Agreement, without regard to age (over 40), race, color, religion, creed, sex, national origin, sexual orientation, disability or veteran status. Neither the Company nor the Union and its officers, agents and employees of Management & Training Corporation/Clearfield Job Corps Center shall discriminate against any other employee based upon the employee's age (over 40), race, color, religion, creed, sex, national origin, sexual orientation, disability or veteran status.

Section 3: The Company is committed to an affirmative action program which ensures fair employment practices in the Company's operation.

Section 4: The use of masculine pronouns or terms shall include the feminine.

ARTICLE 11 – GENERAL PROVISIONS

Section 1: Federal and State Laws

The Company shall comply with all Federal and State Laws.

Section 2: Bulletin Board

The Union shall provide a glass enclosed bulletin board in the Res/(10) Office for the purpose of posting official Union notices relative to legitimate Union business. Any notice containing materials of a controversial or political nature or that is not relative to legitimate Union business shall be removed. Keys shall be held by the Union and designated Shop Stewards only.

ARTICLE 12 – GRIEVANCE PROCEDURE

- a. When any employee covered by this Agreement or the Union believes that the Company has violated the express terms of this agreement and that by reason of such violation the employee's or the Union's rights arising out of such agreement have been adversely affected, the employee or the Union, as the case may be, shall be required to follow the procedure hereinafter set forth in presenting the grievance.
- b. Every grievance must be presented in writing and the Company's answer must be given in writing. Each grievance shall include a statement of the nature of the grievance, including dates, the remedy sought, and the grievant signature. A grievance shall be waived if it is not presented within the prescribed time limits or it has not followed the steps of the grievance procedure.
- c. If the Company's representatives fail to answer within the time specified in any step, the grievance shall be deemed unadjusted and the grievance may be taken to the next step to secure a determination of its merits.
- d. **Grievance Procedure**

Step 1. The employee or the Union shall first present the grievance in writing to the employee's supervisor and/or department manager within fifteen (15) calendar days of the alleged breach of the express terms and conditions of this Agreement. The supervisor and/or department manager shall respond to the grievance in writing within fifteen (15) calendar days.

Step 2. If the grievance is not adjusted at Step 1, then the grievant may present the grievance in writing to the Social Development director within fifteen (15) calendar days upon receipt of the Step 1 response. The Social Development director shall respond to the grievant in writing within fifteen (15) calendar days.

Step 3. If the grievance is not adjusted at Step 2, then the grievant may present the grievance in writing to the center director within fifteen (15) calendar days upon receipt of the Step 2 response. The center director shall respond to the grievant in writing within fifteen (15) calendar days.

Step 4. Arbitration. If the grievance is still unresolved, the grievant may present the grievance, in writing, for arbitration within fifteen (15) calendar days upon receipt of the Step 3 response.

The Union and the Company may agree upon an arbitrator, or select an arbitrator from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service. The selection from the panel of arbitrators will be handled as follows: The party requesting

arbitration shall strike one (1) name from the list. The opposite party in turn will strike one (1) name from the list until only one (1) name remains, and that person will be the arbitrator.

The jurisdiction of the arbitrator is limited to whether or not a specific provision of this Agreement has been violated. The arbitrator's decision shall be final and binding upon both the Company and the Union, but in no case shall the arbitrator have the power to add to, subtract from or modify any of the terms of this Agreement, nor shall the arbitrator substitute personal discretion for that of the Company or the Union where such discretion had been retained by the Company or the Union, nor shall the arbitrator exercise any responsibility or function of the Company or the Union. The arbitrator can reverse the Company's action if such action is not supported by evidence or such action is arbitrary or in bad faith.

The arbitrator shall receive for services such remuneration as, from time to time, shall be acceptable to and agreed upon by the parties. All fees and expenses of the arbitrator shall be borne equally by the Company and the Union. Each party shall bear the expenses of the presentation of its own case.

The parties may, by mutual agreement, request the arbitrator to conduct an informal hearing. An informal hearing shall mean a hearing without a reporter being present to transcribe the testimony of witnesses and argument by the parties and without legal counsel present to represent either party, but in all other respects the foregoing provisions of this section shall be applicable. In the case of an informal hearing, the decision of the arbitrator shall be limited to a written statement of conclusions, without comment on the evidence or statement of the reasons therefore.

ARTICLE 13 – HOLIDAYS

New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas are designated holidays.

Martin Luther King Day, President's Day, Good Friday, and July 24th are floating holidays.

Designated Holidays: Management has the right to assign designated holidays. Employees requesting a holiday off must do so in writing seventeen (17) days, but no more than ninety (90) days, in advance and be approved or denied within seventy-two (72) hours of submittal. The company will notify employees in writing and explain the operational needs to approve or deny designated holiday requests. Company failure to respond to written requests for designated holidays within seventy-two (72) hours shall constitute a confirmation of the request. All holiday requests will be considered in the order received. Seniority governs if employees submit requests simultaneously.

Floating Holidays: Floating holidays shall be earned in the quarter in which they occur. Employees may not use floating holidays during the work week of Thanksgiving. Employees requesting a holiday off must do so in writing seventeen (17) days, but no more than ninety (90) days, in advance and be approved or denied within seventy-two (72) hours of submittal. Company failure to respond to written requests for floating holidays within seventy-two (72) hours shall constitute a confirmation of the request. All holiday requests will be considered in the order received. Seniority governs if employees submit requests simultaneously. The Company will notify employees in writing, and explain the operational needs to grant or deny floating holiday requests. Floating holidays must be taken by December 31st of each year. Floating holidays requested and denied by the company more than once shall be compensated by December 31st.

Part-time employees regularly scheduled to work twenty (20) hours or more per week shall receive holiday pay based on the rate of the current scheduled work week to a full-time work week (forty [40] hours).

When a designated holiday falls on an employee's scheduled day off: the employee may be scheduled to observe the holiday on another work day within the same work week; or, the employee will be paid holiday pay for the established holiday. Holiday pay is included in the computation of overtime and double time.

If staff coverage needs prohibit the releasing all departmental staff to observe a holiday on the actual day, management may schedule alternative days within the same work week for employees to observe the holiday.

In order to receive holiday pay, bargaining unit members must be in a paid status the day before and the day after the holiday.

ARTICLE 14 – VACATIONS

Vacation pay will normally be paid bi-weekly, on the regular pay days during the time an employee takes his vacation. If an employee going on vacation so desires, he may obtain the paychecks that he would normally receive while on vacation on his last work day preceding his vacation, provided he makes such a request in writing to the supervisor at least two (2) weeks in advance of that last pay day.

Paid holidays occurring during an employee's vacation shall not be counted as part of the vacation time.

Holiday pay is included in the computation of overtime.

An employee who is terminated for any reason once vacation has been accrued shall be granted payment in lieu of any vacation for which he is eligible.

Section 1: Accrual Schedule

Each employee will accrue vacation hours based on their individual hire date with the Company. Employees may use vacation as earned and will accrue in accordance with the following schedule:

Continuous Service from Hire Date	Amount Earned	Maximum Accrual
Less than 1 year (12 months)	30 hours after 3 months of service; 10 hours per month thereafter	120 hours
1 through 9 years (13-108 months)	120 hours per year (10 hours per month)	120 hours
10 through 14 years (109 – 168 months)	160 hours per year (13.3 hours per month)	160 hours
15 years & over (169+ months)	160 hours per year plus 8 hours for each year over 14. Maximum of 200 hours per year	168 for 15 years of service 176 for 16 years of service 184 for 17 years of service 192 for 18 years of service 200 for service over 19 years

During their vacation period, the employees shall continue to be paid at the rate of their regular basic rate for the number of hours in the regularly established shift, but not to exceed eight (8) hours for each day of vacation. Part-time employees regularly scheduled to work twenty (20) hours or more per week shall receive vacation pay based on the rate of the current schedule work week to a full-time work week (forty [40] hours).

Section 2: Scheduling Vacation

- a. Employees must submit vacation requests in writing at least seventeen (17) days, but no longer than ninety (90) days in advance. The supervisor shall approve/disapprove requests based on operational requirements within seventy-two (72) hours. The company will notify employees in writing and explain the operational needs to approve or deny vacation leave requests. Company failure to respond to written requests for vacation within seventy-two (72) hours shall constitute a confirmation of request. Requests will be considered in the order received. Seniority shall prevail if two requests are received at the same time on the same date, for the same time off, and both requests cannot be accommodated.
- b. Due to operational requirements, vacation requests may be subject to change or cancellation by the Company. In the event an employee has written approval for vacation and based on that written approval makes financial commitments for travel, such as purchasing airline tickets, etc., and that vacation is canceled by the Company, the employee shall be reimbursed for cancellation cost incurred as a result of the change in vacation. The employee shall present proof of any claim of financial loss.
- c. Vacation time must be used in increments of at least one (1) hour. Vacation days are considered in the calculation of overtime and double time.

Section 3: Vacation Pay

Vacation pay will be computed at the employee's regular rate of pay.

Section 4: Vacation Eligibility

Employees shall be eligible to take any accrued vacation after successful completion of ninety (90) calendar days of employment.

Section 5: Vacation Accumulation

On or about January fifteenth (15th) of each year, employees' vacation balances shall be adjusted to an amount that will not exceed their annual accrual amount, as specified in this agreement, and any excess of such amount will be forfeited.

Section 6: Payment on Termination

Employees shall be paid all unused and accrued vacation upon termination or upon reclassification to an on-call, temporary or part-time less than twenty (20) hours per week position.

ARTICLE 15 – SICK LEAVE

- a. Employees may be paid for approved absence due to personal illness. Such payment will be made up to the maximum number of hours accrued (240 hours). Regular full-time employees will accrue paid sick leave at a rate of 6.7 hours per completed month of service up to a maximum of 240 hours.

- b. Part-time employees regularly scheduled to work twenty (20) hours or more per week shall receive sick leave accruals based on the rate of the current scheduled work week to a full-time work week (40 hours).
- c. It is agreed that the Company, at its discretion, may investigate absence of an employee before payment for absence is authorized. An employee is expected to notify his supervisor in advance of his absence, whenever possible, to permit arranging for a replacement or rescheduling the work.
- d. Such payment will be made at the employee's regular base hourly rate in effect at the time of the absence for the number of hours absent up to the number of hours in the employee's regular shift, but not in excess of eight (8) hours daily.
- e. Hours counted are those which fall within the employee's normal work schedule. In case of an employee on a rotating or continuous shift, payment will be made for time lost during the employee's established work week.
- f. Paid sick leave may be used to supplement weekly disability benefits paid under the MTC Short Term Disability Insurance Plan or under Workers' Compensation.
- g. Unused sick pay remaining at the end of a calendar year, up to a maximum of 240 hours, may be carried forward to the following calendar year for use in the event of approved absences due to personal illness.
- h. Employees who use 16 hours or less paid sick leave each calendar year shall be eligible for additional paid vacation hours (up to three days) to be awarded on or about January 16 each year. Each employee's sick leave balance will remain intact and will not be reduced if this bonus is awarded. The following schedule will be applicable to all full and part-time (regularly scheduled to work 20 or more hours per work week) employees based upon usage the previous calendar year.

Sick Leave Usage

0 hours
 1 – 8 hours
 8+ – 16 hours
 16+ hours

Vacation Bonus

30% of annual sick leave accrued
 20% of annual sick leave accrued
 10% of annual sick leave accrued
 No bonus

- i. The provisions of this Section will not apply in the event of any work stoppage, authorized or unauthorized, emergency send home, or situations where fire, flood, explosion, bombing, or earthquake cause damage in the center which makes it impossible to resume work in the section in which such employee works.

ARTICLE 15A – BEREAVEMENT LEAVE

MTC will provide up to sixteen (16) hours of paid time off for a full-time employee during any calendar year for the death of an immediate family member as defined in the paragraph below. An additional eight (8) hours, totaling twenty-four (24) hours, may be granted in the event of the death of an employee's child, stepchild, mother, father, current spouse or domestic partner. Full-time employees and part-time employees are eligible for this benefit upon hire. Part-time employees who work a minimum of twenty (20) hours a week will receive bereavement allowance on a pro-rated basis.

Temporary, on-call and part-time employees who work less than twenty (20) hours per week are ineligible. Supervisors may grant additional time off, if requested, as sick leave, vacation or unpaid time off.

Immediate family members for the purposes of this policy are: child, step-child, grandchild, mother, father, sister, brother, mother/father in-law, sister/brother in-law, daughter/son in-law, grandparents, grand-parents in-law, step-grandchild, step-mother/father, step sister/brother, step-grandparent, step-grandparent in-law, and current spouse or domestic partner and his or her immediate family members.

The company may grant paid time off at the death of another family member if it is clear the relative has acted as parent of the employee, spouse or domestic partner, or if the employee had legal guardianship of the deceased immediately prior to the death. In these instances, the employee must obtain prior approval from management to receive paid time off under this policy.

Bereavement leave will be paid at the employee's base wage rate, which does not include shift differential. Bereavement leave will not be counted toward the computation of overtime.

ARTICLE 16 – EDUCATION ASSISTANCE

The Company will continue to offer an education assistance program to full time employees per company policy and within available budgets.

ARTICLE 17 – CIVIC DUTY

The Company will compensate regular employees for time lost from work when the employee is required to perform the following civic duties: voting, disinterested party court witness, juror and election official. Employees will not be compensated for appearance as a court witness unless they are officially subpoenaed.

Employees may be granted up to two (2) hours of time off with pay to vote in general elections when scheduled work periods prevent employees from voting. Such time off must be approved in advance.

Employees will be compensated for any difference between their regular base pay and the amount received in performance of civic duty. An employee will notify his supervisor as soon as possible of any summons received to perform a civic duty and will submit a written certification or, in the case of court witness, a subpoena substantiating the services rendered.

The time spent in the performance of a civic duty will not be counted as time worked for the purpose of computing over time and will not be charged against sick leave or vacation allowance.

ARTICLE 18 – GROUP INSURANCE PROGRAM

Section 1: Health Insurance

All employees that are regularly scheduled for thirty-two (32) hours or more per week may enroll in the health insurance plans offered by the Company. Coverage for new employees shall begin on the first of the month following 30 days of employment. Employees that elect health insurance shall continue to pay a portion of such insurance premiums in accordance with the Company's present policy.

Section 2: Group Life Insurance

All employees that are regularly scheduled for thirty-two (32) hours or more per week are eligible

under the Company's Group Life and Disability Insurance Plans. Such Plans shall be effective on the first of the month following 30 days of employment and shall include Basic Life Benefit, Basic Accidental Death and Dismemberment Benefit and Basic Long Term Disability Benefit.

Section 3: Right to Change Group Insurance Plans

The Company may, during the life of this Agreement, change any of the Company provided group insurance plans or vendors at any time, as long as benefits of this plan are substantially equal to the present plan.

Section 4: Demographics

The Company shall provide the Union with demographic information pertaining to bargaining unit members so that the Union can solicit bids for group insurance plans for bargaining unit members.

ARTICLE 19 – RETIREMENT

Employees who meet eligibility requirements may participate in the Company's 401(k) Retirement Plan. Eligible employees may contribute into the Plan, the maximum allowable under Internal Revenue Service (IRS) limits and regulations on a pre-tax dollar basis.

ARTICLE 20 – JOINT LABOR / MANAGEMENT COMMITTEE

A joint Union-Management committee shall be formed consisting of the business representative and shop stewards of the local Union, and representatives of the Company. The committee shall meet as needed to discuss issues of concern to the parties. Minutes of the meeting will be kept and made available to both parties along with the summary of any resulting actions taken. The JLM committee cannot change the terms and conditions of this Agreement.

Minutes of the meeting will be taken by the Company and the Union on an alternating basis. The minutes will be reviewed for approval by the Business Representative and Center Human Resources Manager prior to distribution. Stewards shall be permitted to convey information from the approved minutes at watch meetings.

ARTICLE 21 – MILITARY LEAVE

The Company recognizes the obligation of employees to serve in the Armed Forces of the United States and will grant a leave of absence for active duty assignments without loss of seniority.

ARTICLE 22 – SUBSTANCE ABUSE POLICY

See exhibit B, MTC Policy 201.5. The Substance Abuse policy is subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 23 – NO STRIKE CLAUSE

The Company agrees that there shall be no lockouts during the term of this agreement. The Union on behalf of its officers, agents and the employees of Management & Training Corporation/Clearfield Job Corps Center agrees that there will be no strikes, cessations, suspensions or interruptions of work, sabotage, slowdowns, sit-downs, boycotts, picketing, or refusals to work, or interference of any kind with the operations of the Company during the term

of this agreement. Any employee who violates this article of the agreement shall be subject to corrective action up to and including discharge, and any appeal to the Grievance/Arbitration procedure regarding discipline imposed for a violation of this Article shall be limited to the question of whether the employee did, in fact, engage in any prohibited activity.

ARTICLE 24 – TRANSFER OF COMPANY TITLE OR INTEREST

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, subcontractors and assignees. In the event the Company is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, the operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

ARTICLE 25 – WRAP-UP CLAUSE

The parties expressly declare and agree that they have bargained between them on all phases of hours, wages, rates of pay and other conditions of employment and that this agreement is the entire contract between the parties and represents their full and complete agreement without reservation or unexpressed understanding. It is agreed and understood by the Company and the Union that all matters not contained and expressly provided for herein remain the exclusive province of Management, and any aspect of hours, wages, rates of pay and other conditions of employment not covered by specific stipulation in a particular provision of this agreement is declared to have been expressly eliminated as a subject for bargaining and during the term of this agreement no grievance will be considered valid for any cause not mentioned and set out in the Agreement, and that in the event of arbitration, no matter not considered in this agreement will become the subject of arbitration.

ARTICLE 26 – LEGAL REQUIREMENTS

If any provision on the part of this Agreement is held invalid or illegal, the remainder of the Agreement shall not be affected thereby.

In the event that now or hereafter any State or Federal law or any directive, court order, rule or regulation made pursuant, thereto, which is in conflict with any provision or provisions of any Agreement between the parties, it shall supersede such provision or provisions.

ARTICLE 27 – CHECK OFF & PAYROLL DEDUCTION

Section 1: Check Off

The Company agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or uniform assessments of the Union. All such deductions shall be remitted to the Union not later than two (2) weeks after such deductions are made. The Union shall furnish or cause to be furnished to the Company written authorization of each employee for the deduction herein provided. Such authorization is to be in compliance with any and all applicable federal and state laws. The Union shall also furnish to the Company a monthly statement showing the names of all employees of such Company from which deductions have been authorized and the amounts to be deducted in accordance with such authorizations.

Section 2: Payroll Deductions

Failure by the Company to remit to the Union monies deducted from employees within two (2)

weeks after deductions are made shall give the Union the right to take such action as it deems necessary. The Company will be held responsible for all costs of such action, including legal fees.

ARTICLE 28 – WAGES – SEE EXHIBIT A

In the event the Federal Department of Labor imposes restrictions, constraints or mandates which require cost controls or cost limitations, then the Company shall provide the Union with documentation from the Federal Department of Labor that mandates such action.

Section 1: Wage Re-opener

The Company and the Union agree to a twelve month wage re-opener. Prior to June 1, 2019, June 1, 2020 & June 1, 2021, either party may notify the other of a desire to meet to discuss bargaining unit wages.

Should the Company give an overall wage increase to all hourly non-bargaining unit employees on center prior to June 1, 2019, the company agrees to a wage opener within (60) calendar days.

ARTICLE 29 – TERMINATION

The terms and conditions of this agreement shall continue in effect until midnight, March 31, 2022, at which time this agreement shall be automatically renewed unless either party gives notice to the other party, no less than sixty (60) days prior to March 31, 2022, of their desire to either modify or terminate the existing agreement.

Any notice to be given under this Article of the Agreement shall be given by registered mail, and if by the Company be addressed to 2641 South 3270 West - P.O. Box 30749, Salt Lake City, Utah 84119, and if by the Union to the Company, 700 E. 1700 S. (Antelope Drive) P.O. Box 160070, Clearfield, Utah 84016. Either party may by like notice, change the address to which registered mail notice to it shall be given.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the day and year first written above.

 5/10/18

Scott Marquardt, President/CEO
Management & Training Corporation



Spencer Hogue, Secretary-Treasurer
Teamsters, Local 222



Cory Haslam, President
Teamsters, Local 222



Marty Cowin, Vice President
Teamsters, Local 222

EXHIBIT A – WAGE SCHEDULE

Minimum Starting Rates*

Residential Advisor - \$12.00 without degree; \$12.50 with degree

Senior Residential Advisor - \$13.25

Maximum Pay Rates

Residential Advisor - \$18.11

Senior Residential Advisor - \$19.97

Section 1: Wages shall remain as they currently exist at the time of the parties' signing this agreement. There shall be no wage reductions or increases at the time of the parties' signing this agreement.

Section 2: Should the DOL give notification to the Company that the Clearfield Job Corps Center will receive an operational or funding increase, then the Company agrees to notify the Union of such change, and meet with the Union as soon as practicable, so that the agreement may be reopened by either party, solely on the subject of wages and/or benefits.

Section 3: Shift Differential – The Company will pay a shift differential of .10 to employees who work the swing shift and .15 to employees who work the midnight shift, in accordance with Company policy and within available funding.

Section 4: Any under-run, lump sum monetary award contract funds or payment provided to any non-bargaining unit employees at CJCC, unless demonstrated to be federally targeted, will be shared equally with the bargaining unit employees except for on-call employees. The phrase "shared equally" means the same amount will be given per 1.0 FTE employee who has been employed for the prior 12 months. Employees who are less than a 1.0 FTE and/or have been employed for less than 12 months, will be prorated based on the reduced FTE status and reduced length of service.

The phrase "shared equally" means, the same amount will be given per employee, regardless of employee bargaining unit status.

* Subject to change only with the approval of the Federal Government.