

**AGREEMENT BETWEEN  
MANAGEMENT & TRAINING CORPORATION,  
OPERATING THE  
CLEARFIELD JOB CORPS CENTER**



**And**

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL UNION NO. 222**



**Term of Agreement**  
(August 13, 2024 – October 31, 2028)

## Table of Contents

Article	Title	Page
	Preamble	1
1	Recognition	1
2	Management Rights	1
3	Hours of Work	1
4	Discipline & Discharge	7
5	Camera	8
6	Job bidding	8
7	SRA Vacancies	8
8	Leaves of Absence & Leave Types	9
9	Seniority	9
10	Business Representatives & Stewards	11
11	Negotiating Committee	13
12	Non-Discrimination	13
13	General Provisions	13
14	Grievance Procedure & Arbitration	14
15	Holidays	15
16	Vacations	16
17	Sick Leave	19
18	Bereavement Leave	20
19	Education Assistance	20
20	Civic Duty	20
21	Retirement	20
22	Joint Labor Management Committee	21
23	Military Leave	21
24	Substance Abuse Policy	21
25	No Strike Clause	21
26	Transfer of Company Title or Interest	21
27	Wrap-Up Clause	21
28	Legal Requirements	22
29	Government Requirements	22
30	Check Off & Payroll Deduction	22
31	Wages – See Exhibit A	23
32	Termination	23
	Wage Schedule – Exhibit A	24
	Letter of Understanding (LOU)	25

# **AGREEMENT**

## **PREAMBLE**

THIS AGREEMENT is made and entered by and between Management & Training Corporation ("MTC"), hereinafter referred to as the "Company," operating the Clearfield Job Corps Center (hereinafter referred to "Clearfield JCC" or "the Center") located at 700 East 1700 South (Antelope Drive) P.O. Box 160070, Clearfield, Utah 84016, and INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 222, 2641 South 3270 West, Salt Lake City, Utah 84119, hereinafter referred to as the "Union." Collectively the Company and the Union are "the Parties."

## **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 the 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 (subject to any requirements or limitations per this Agreement or applicable law); 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 and Agreement define the normal hours of work and shall not be construed as a guarantee of hours of work per day, per week, per pay period, or per year.

The work week consists of seven (7) consecutive workdays commencing at 12:01 a.m. Monday to midnight the following Sunday. A pay period consists of two consecutive weeks as designed by the Company.

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 the purpose of calculating overtime, "work time" includes time worked during mealtimes, and paid 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.

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 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 providing work opportunity is available. Employees who do not meet this requirement may be subject to discipline.
- c) On-call employees' first twenty-four (24) hours worked in a calendar month must be Saturday and/or Sunday shifts (absent emergency circumstances as determined by the Company). On-call employees who work a minimum of eight (8) hours on the abovementioned shifts shall not be subject to any force-ups for the remaining weekend, so long as the minimum hours are worked for that particular shift. On-call employees will not be able to pick up any extra shifts until this minimum twenty-four (24) hour requirement is met. After that on-call employees will be allowed to pick up or volunteer for open shifts. If an on-call employee picks up or volunteers for a weekday shift they will be subject to the force-up.
- d) Employees may apply through Oracle to join the on-call pool. Such applicants must at a minimum have a non-problematic work record and 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) Unless otherwise prohibited by applicable law, any on-call employee who performs no work for ninety (90) consecutive calendar days shall be terminated.
- h) Upon written request, but no more than once per thirty (30) days, the stewards or Business Agent will be provided with a list of current on-call employees, their names, their scheduled shifts and what hours and shifts that were worked the previous month(s).

**Section 4. Schedules:** A copy of schedules for each week, to include check-sheet, will be provided, in a

timely fashion, by 12:00 pm 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:

- "Master Weekly Schedule" 14 days out
- "On Call Matrix" 14 days out
- The open shift Worksheet and Tracking Sheet
- Overtime Signup Sheets 14 days out
- The previous week's complete daily call off sheet
  - Residential Living Accountability sheet (shows call offs and NC/NS, Block 2)
  - Reverse Seniority Order, Block 3
- Weekly "On Call" Phone logs and "On Call" Matrix sheets
- Weekly Force Up List
- The Master Weekly/Daily sign in sheets
- The previous week's open shift posting.
- Notice of Obligation for the projected 14 day out schedule
- All Open Shift assignments, Short Notice assignments, and any accompanying Notice of Obligation.
- Order of Work Log
- 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.

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.

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 with 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 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 halfway through the first half of their shift, and a fifteen (15) minute break approximately halfway through the second half of their shift, subject to operational requirements of the Company.

**Section 9. Pay Periods & 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 (such as call offs, short staffing, and/or Center safety). 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, on a rotation basis 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 15 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 15 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 15 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 one (1) hour grace period in which to arrive to work, management may extend the grace period at their discretion. 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 one (1) hour grace period or agreed upon extension, the staff that picked up the shift will be excused from work. However, if the originally scheduled staff does not arrive within the established one (1) hour grace period or agreed upon extension, the remainder of that staff's original shift will then be forfeited, and the newly assigned staff will complete the shift.

**Section 11. Scheduled Shift Vacancies:** Scheduled 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.

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.

**Section 12. Notice & Distribution of Overtime:** Except in emergencies, employees shall be notified in advance weekly of the opportunity to work overtime. Employees who refuse to work mandatory overtime when obligated to do so may be subject to discipline.

**Section 13. Anticipated/Scheduled Overtime:** If vacancies remain after Section 11, the company shall post all vacancies fourteen (14) calendar days preceding the work week in which the vacancies exist. The posting shall remain for seven (7) calendar days commencing at 8:01 a.m. on the fourteenth (14<sup>th</sup>) calendar day.

Situations occur where short notice overtime needs to be posted. The overtime notification must be posted for at least forty-eight (48) hours. This posting will be emailed and printed in the Res 10 Office 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) hours 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 sent to the work email addresses of all the staff showing the scheduled overtime, describing the date, start time, and dorm assignment the employee is scheduled to work. This memorandum will be sent seven (7) calendar days in advance. Employees are responsible to keep their work email addresses active, and to check the



memorandum 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. An employee may print the Notice of Obligation and post it in the Res/ (10) office.

**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, SUSPENSION & DISCHARGE**

**Section 1:** Discipline shall be applied in a consistent and fair manner and shall be appropriate to the offense. Employees shall have access to all current Company policies and Residential Living rules and standard operating procedures. Discipline for violations of said policies, rules, and/or procedures – other than egregious violations such as those listed below (Section 2) – shall be progressive in nature, as follows:

- a) A documented (written verbal) warning shall be presented to the employee specifying the violation that justifies the verbal warning notice.
- b) A written warning (“Notice of Caution”) shall be presented to the employee specifying the violation that justifies the written warning notice.
- c) A final written warning (Notice of Caution).
- d) Termination (documented in a Notice of Caution).

The Company shall issue to the employee, along with the Business Agent of the Local Union (via email), a copy of all Notices of Caution within fifteen (15) calendar days of the Company’s knowledge of the violation.

**Section 2:** Employees may be subject to immediate suspension or termination for egregious violations, such as: insubordination; verbal and/or physical abuse, including threats, intimidation, or assault of a supervisor, staff, or student; intentional falsification of time records or other Company records; falsification of records required in the transaction of Company business, or impeding or interfering with an investigation; fighting on Company property or during work time; using physical force to restrain a student unless that person presents an immediate threat to another person or himself/herself or is exhibiting disruptive behavior (reasonable force to control a disruptive situation must be considered only as a last resort); any violation of the Company’s substance abuse policy; violation of the Company’s fraternization policy; or theft.

**Section 3:** All disciplinary actions over twelve (12) months old will not be considered by the Company in disciplinary decisions.

**Section 4:** If the union believes that the Company has failed to comply with this Article and is unable to satisfactorily adjust the matter informally with the Company, the dispute may be submitted for resolution under the Grievance Procedure.

## **ARTICLE 5 – CAMERA**

Any cameras that were installed prior to execution of this Agreement may be used at the Center. Placement of additional cameras, beyond what is required or approved by the Department of Labor, will be subject to future negotiations on a case-by-case basis. No cameras shall be present in any restrooms, locker rooms, changing rooms, or lactation rooms. The Company or any governmental entity may use the camera recordings to conduct investigations or as evidence for disciplinary purposes or for any civil or criminal matter. To the extent the Company is able to reasonably do so, it shall preserve all video footage that may be relevant to pending disciplinary proceedings and shall provide a copy of such video footage to the Union upon written request, provided that the Company obtains written approval from the Department of Labor.

## **ARTICLE 6 – 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. These vacancies or new jobs which occur within the bargaining unit will be posted electronically and on paper in the Res (10) Office for seven (7) 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 workforce 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 promotions. Once the vacancy has been posted for the seven (7) days, then, bargaining unit members may no longer apply.

Seniority shall apply for all lateral bid selections. Management agrees to list the shift and dorm on job bids. Management retains the exclusive right to move employees between dorms for reasons other than job vacancies.

## **ARTICLE 7 – SRA VACANCIES**

**Section 1:** The Company shall consider qualified employees for promotion to SRA positions. The Company shall post notice of the SRA vacancy for at least six (6) consecutive days in the Res 10/Living. Interested employees must submit a job bid through Oracle by the deadline indicated on the posting. Once the vacancy has been posted for six (6) consecutive days, bargaining unit members may no longer apply, and the Company may seek applicants from outside the bargaining unit.

**Section 2:** All bargaining unit candidates will be interviewed, and preference will be given to bargaining unit candidates where applicable. Management’s decision will be made based upon job performance (and may include active Notices of Caution), the verbal interview, and seniority. If there are no acceptable bargaining unit candidates in Management’s determination, the Company may seek additional candidates from outside the bargaining unit.

**Section 3:** Individuals not selected may meet with Human Resources to discuss the results of their interview.

## ARTICLE 8 – LEAVES OF ABSENCE & LEAVE TYPES

**Section 1. FMLA Leave:** FMLA leave will be administered in accordance with applicable law and MTC Policy 205.10 except for the following:

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

- 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.
- b) This FMLA provision will be subject to the grievance and arbitration provision in this Agreement.
- 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 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 9 – SENIORITY

Bargaining unit seniority shall be calculated by the years, months, and days an employee has been employed at the Clearfield Job Corps Center since their most recent date of hire as a bargaining unit employee. 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:** 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.

**Section 2. Layoff & Recall:** In the event of a layoff, probationary employees shall be laid off first based on their periods of employment. Probationary employees shall not accrue seniority while on layoff and shall have no recall rights.

Non-probationary employees shall be the next to be laid off. Layoff shall occur in the order of seniority, starting with the lowest seniority. Management retains the right to determine categories of employees and the number of employees within each category to retain, E.g. SRA/RA, On-call/Regular positions. On-calls shall only have seniority among other on-calls for layoff purposes.

When a vacancy arises as determined in management's sole discretion, the Company shall follow the process below: First, assignments will be made to current employees who have wish lists on file in

accordance with the wish list provisions in this Agreement. Second, laid off employees shall be recalled by order of seniority. All bargaining unit staff, including on-calls, will be in the same seniority pool for purposes of recall. Each recalled employee may select from all open positions for which they are qualified. Should an employee choose not to accept any position offered, they will maintain their place on the seniority list for the next available position. An employee shall continue to retain recall rights for a 365-day period commencing from the layoff date.

**Section 3. Termination of Bargaining Unit Seniority:** The bargaining unit seniority of an employee shall be terminated for any of the following reasons;

- a) The employee quits or retires;
- b) The employee is discharged;
- c) Failure to return from an approved leave of absence;
- d) Being absent from work for three (3) consecutive scheduled workdays without Company approval, unless due to a bona fide emergency beyond the employee's control;
- e) The employee leaves the bargaining unit for any reason and does not return within ninety (90) days;
- f) A settlement with the employee has been made for total disability or any other reason if the settlement waives further employment rights with the Company;
- g) The employee is laid off continuously for a period exceeding 365 calendar days;
- h) Failure to report to work, following a layoff, to the employee's former job or a similar job and pay within five (5) calendar days after written notice to report is given by the Company to the employee. Such notice shall be deemed sufficiently given if sent to the employee by registered mail or personal delivery (DHL, USPS, or UPS) at the last address furnished by the employee to the Company, or;

Leave of absence exceeding three hundred and sixty-five (365) calendar days or failure to report to work immediately upon being released by their doctor, whichever occurs first.

**Section 4. Loss of Seniority When Leaving the Unit:** Any bargaining unit employee who leaves the bargaining unit shall lose their bargaining unit seniority immediately; however, if they return to the bargaining unit within ninety (90) days, all bargaining unit seniority shall be restored. This provision does not grant any employee rehire rights or affect MTC's Management Rights provision, including but not limited to the right to select and hire applicants.

**Section 5. Seniority During Leave:** Seniority shall accrue during the period of any approved leave of absence.

**Section 6. Seniority Date Determination:** Employees appointed on the same date will be given seniority based upon alphabetical order, in the following order, the employee's last name, first name and middle name at the time of hire.

**Section 7. 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.

**Section 8. Notification:** Monthly, the Company shall notify the Business Agent of the Local Union of all new bargaining unit hires, including name, address, phone number, email (if applicable) job classification, status, and shift. A seniority list shall be provided to the Business Agent of the Local Union every six (6) months.

**Section 9. Break in Service:** Seniority means the length of continuous service without any break as hereinafter defined. Non-probationary 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 accrue based upon the new 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 within the same calendar year, 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) **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.

**Section 10. Contact Information:** Each employee is responsible for electronically supplying the Human Resource Manager their proper name, mailing address, email (if applicable) and telephone numbers and must update any change in the above information. The Company shall use this information for any notification required by the terms of this Agreement unless some other method is specifically prescribed. Any such notification to an employee by the Company shall be deemed sufficient notification when addressed to the employee’s last reported address.

## **ARTICLE 10 – BUSINESS REPRESENTATIVES & STEWARDS**

**Section 1. Designation & Notification of Steward Assignments:** The Union shall designate in writing all Union stewards and shall email these written designations to the HR Manager within 48 hours after the approval or removal of appointment by the Union's Executive Board. Only those employees so designated shall be recognized by the Company. The Company agrees to recognize an unlimited number of union stewards as appointed by the Union. The Company may rely on the last written designations received for notice requirements, Weingarten rights, and grievance meetings.

**Section 2. On-Duty Compensation for Union Related Matters:** The Stewards’ Union activities on Company paid time during their working hours shall fall only within the scope of the following functions:

- a) 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 by appointment with Management and discuss issues; provided, however, Stewards have no authority to alter the terms and conditions of this Agreement, to negotiate new terms and conditions of employment, or to bind the Union without prior express written authority;
- d) To attend Joint Labor Management meetings that occur during the employee's regularly scheduled shift, and based on operational needs as determined in management's sole discretion;
- e) To participate in an investigatory interview as the interviewee or an already on-shift Union steward in accordance with bona fide Weingarten rights; and
- f) To investigate grievances or complaints that arise under this Agreement.
- g) Employees shall not leave their assigned work location unless approved by their supervisor. The minimum amount of time should be spent in the performance of these Union activities.

The Company shall provide the Union with a monthly new hire list which indicates the employee's status, shift, position title and address.

**Section 3. Permission to Leave Work for Union Activities:** Except for the activities expressly stated above, 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.

**Section 4. Union Conventions:** The Company may grant reasonable time off, not to exceed one (1) consecutive work week, without loss of seniority rights, to any employee designated by the Union to attend a bona fide labor convention. The Union Business Agent must make the written request by email, at least seventeen (17) calendar days in advance, specifying the specific days off. All approvals shall be subject to operational requirements as determined at the Company's sole discretion, but not to exceed three

employees at any time. Employees may use vacation time during such approved absence or choose leave without pay.

**Section 5. 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 to transact Union business and observe conditions under which employees are employed; provided, however, that they first secure written 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 unless they receive prior written approval from the Center Director or the Center Director's designee.

## ARTICLE 11 – NEGOTIATING COMMITTEE

There is no limit on the number of employees who may attend collective bargaining negotiations so long as operations allow as determined by the Company. The Company shall not pay any employees their regular pay to attend negotiations; however, employees may elect to take accrued vacation time or leave without pay. The Union shall make a written request via email to the Director of Residential Living as soon as reasonably possible. Such a request will list the employees in order of priority, as determined in the Union's sole discretion, for time off to attend negotiations. Management will use the Union's request in order of priority and as operations allow as determined in Management's sole discretion.

## ARTICLE 12 – NON-DISCRIMINATION

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 their 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.

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 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.

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

Any use of masculine pronouns or terms within this article shall include the feminine.

The Parties agree any claims of violation of this provision may only be pursued under applicable state and federal law and shall not be a violation of this Agreement.

## ARTICLE 13 – GENERAL PROVISIONS

**Section 1. Bulletin Board:** The Union shall provide a glass enclosed bulletin board for posting official notices to the bargaining unit members. Postings and announcements will be limited to Union affairs and will not be political, derogatory, controversial, or solicitations. Before any notices or postings are added to the bulletin board, the Union shall provide the Company's Community Life Director with a copy. Keys

shall be held by the Business Agent of the Local Union and the designated stewards.

## **ARTICLE 14 – GRIEVANCE PROCEDURE**

**Section 1. Coverage:** 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.

**Section 2. Written Grievance Requirements:** 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, Agreement article violated, dates(s), the remedy sought, and the grievant's 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.

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 based on its merits.

### **Section 3. Grievance Procedure:**

**Step 1.** The employee or the Union Shop Steward 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 of the Step 1 meeting.

**Step 2.** If the grievance is not adjusted at Step 1, then the grievant may present the grievance in writing to the Community Life Director within fifteen (15) calendar days upon receipt of the Step 1 response. The Business Agent of the Local Union, the grievant, and the Community Life Director will set up a date and time to meet and seek to resolve the grievance. The Community Life Director shall respond to the grievance in writing within fifteen (15) calendar days of the Step 2 meeting.

**Step 3.** If the grievance is not adjusted at Step 2, then the grievant may present the grievance in writing to the Center Director or his or her designee within fifteen (15) calendar days upon receipt of the Step 2 response. The Business Agent of the Local Union, the grievant, and the Center Director or his or her designee will set up a date and time to meet and seek to resolve the grievance. The Center Director or his or her designee shall respond to the grievance in writing within fifteen (15) calendar days of the Step 3 meeting.

**Step 4.** If the grievance is still unresolved, the Business Agent of the Local Union 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 who shall be members of the National Academy of 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 15 – HOLIDAYS

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

Martin Luther King Day, President's Day, Good Friday, July 24<sup>th</sup> and one (1) "personal day" 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 five (5) calendar days 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 five (5) calendar days 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 five (5) calendar days of submittal. Company failure to respond to written requests for floating holidays within five (5) calendar days 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 31<sup>st</sup> of each year. Floating holidays requested and denied by the company more than once shall be compensated by December 31<sup>st</sup>.

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 workday within the same work week; or the employee will be paid holiday pay for the established holiday. Paid holiday time is not included in the computation of overtime and double pay.

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 for any part of the workweek containing the holiday.

## ARTICLE 16 – VACATIONS

**Section 1. Eligibility Requirements:** Full and part-time employees who work a minimum of 20 hours a week are eligible. Part-time employees who work less than twenty (20) hours a week are not eligible. Paid vacation time does not count as time worked toward overtime calculation.

**Section 2. Vacation Accrual:** Full-time employees will earn vacation time in accordance with the following eligibility table:

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

Part-time employees who work twenty (20) hours a week or more will receive a pro-rated vacation allowance based on the number of regularly scheduled hours they work.

**Section 3. Continuous Service:** For purposes of determining length of continuous service, the following will apply:

- a) An approved leave of absence will not be considered as an interruption in service; however, vacation time will not be earned during such periods of unpaid absence as permitted by state and federal law.
- b) Vacation hours will be earned in accordance with the eligibility table above in monthly increments. Employee service must cover a full month (up to and including the anniversary day of hire) before that month's increment is earned. **Example:** Hired on June 16; must work through the 16th of any month to earn that month's increment.

- c) Employees who reclassify from on-call to part or full-time employment will be credited with continuous service from their original hire date for purposes of determining annual accrual amounts.

**Section 4. Vacation Time Use:** Vacation time must be used in increments of at least one (1) hour. A day's vacation will equal the number of hours the employee is scheduled to work.

If an employee takes a vacation on a day they are scheduled to work a ten (10) or twelve (12) hour shift, they must record ten (10) or twelve (12) hours respectively as vacation on their timecard.

Employees are not permitted to use vacation on a day in which they have worked their full scheduled shift.

Vacation pay will be computed at the employee's regular rate of pay. Vacation taken during the workweek will not be counted as time worked in the computation of overtime and double time.

Unused accrued vacation hours will be converted to straight-time hourly payment if one of the following applies:

- a) An employee retires, resigns, or is discharged.
- b) If an employee is transferring from one MTC operation to another, the employee may request payment of part or all of their accrued vacation hours to assist with personal relocation expenses.
- c) If a full-time or benefit-earning part-time employee reclassifies to an on-call or part-time employee regularly scheduled to work less than twenty (20) hours per week, thus losing eligibility for vacation benefits, unused accrued vacation as of the date of reclassification will be paid to the employee, computed at the employee's base rate of pay, prior to reclassifying.

**Vacation Top-Off** - Employees may carry over the amount of vacation earned during a year to the next year; however, if the total exceeds the employee's allowed annual maximum accrual, only the annual maximum accrual will carry over, and any excess hours shall be paid out to the employee at the employee's straight-time rate of pay.

If a leave of absence is required by an employee, they must use all earned sick/vacation hours; however, employees shall, upon request, be allowed to keep one (1) week of unused vacation available during their leave of absence.

**Section 5. Week-long Vacation Posting Process: Posting for Week-long Bidding:** Twice a year, employees may bid on week-long vacation leave for the following six-month period. Any such bids shall be submitted by the employee via Workforce. If Workforce is not available due to system error or failure, employees shall report this to their direct supervisor and shall, if needed, be granted a reasonable extension of time to submit their bids. "Week-long" shall be defined as at least four consecutive vacation days, which may be interrupted by days off and floating holidays.

The MTC Residential Living semi-annual (twice per year) week-long vacation schedule will be emailed to the staff and list the openings. The vacation openings shall be posted by 8:00 am on the first day of the "Bidding Period" listed below.

Bidding Period	Award Announcement Dates	Semi-Annual Vacation Period
08/12/2024 thru 08/16/2024	08/23/2024	09/10/2024 thru 03/31/2025
03/03/2025 thru 03/07/2025	03/14/2025	04/01/2025 thru 10/06/2025
09/08/2025 thru 09/12/2025	09/19/2025	10/07/2025 thru 03/09/2026
02/09/2026 thru 02/13/2026	02/20/2026	03/10/2026 thru 10/02/2026
09/07/2026 thru 09/11/2026	09/16/2026	10/03/2026 thru 03/05/2027
02/08/2027 thru 02/12/2027	02/17/2027	03/06/2027 thru 10/08/2027
09/13/2027 thru 09/17/2027	09/22/2027	10/09/2027 thru 03/03/2028
02/07/2028 thru 02/11/2028	02/16/2028	03/04/2028 thru 10/06/2028

**Section 6. Week-long Bidding Process:** Week-long vacation bidding must be submitted by 4:00 pm on the last day of the “Bidding Period” as listed above. No late bids will be accepted. Employees may only request vacation time that has been accrued and unused. Employees may bid for all their accrued vacation time in week-long periods.

**Section 7. Week-long Vacation Selection:** Selections will be made by seniority, starting with the most senior employee who submitted a timely bid. MTC agrees that, absent emergency circumstances such as (e.g., natural disasters, D.O.L or Corporate audits or a National pandemic) no dates will be blacked out; however, MTC may in its sole discretion limit the number of employees allowed off on any given day. Vacation awards shall be communicated to the employee via email or in writing by the “Award Announcement Date” listed above.

**Section 8. Short Vacation Bidding Process:** All remaining vacation requests for the then current six-month period and through the following Week-Long Award Announcement, whether week-long or less than week-long, must be made via Workforce by at least 17 calendar days before the first day of the requested vacation. If Workforce is not available due to system error or failure, employees shall report this to their direct supervisor and shall, if needed, be granted a reasonable extension of time to submit their bids. Employees may only request vacation time that has been accrued and unused. No remaining vacation requests may be submitted during the period starting on the first day of the Week-Long Bidding Period through the Week-Long Award Announcement Date.

**Section 9. Short Vacation Award:** Requests will be awarded on a first-come, first-served basis and, whenever a request is denied, the Company will provide the reason(s) for why it is denying the request. Responses will be sent via email within five (5) calendar days, or the request will be deemed granted. There shall be no bumping of week-long vacation awards.

**Section 10. Preapproved Vacation Cancellation:** Once an employee is awarded vacation time, MTC shall not cancel such vacation without the employee’s written consent, unless the employee no longer has sufficient accrued and unused time to cover the awarded vacation. Employees may cancel awarded vacation time through Workforce. Employees must notify their supervisor of the cancellation. If an employee cancels an approved vacation less than seven (7) calendar days before the first day of the approved vacation, then the employee's dorm assignment during the canceled vacation will be made at the Company’s discretion.

**ARTICLE 17 – 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 unpaid 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.

<b>Sick Leave Usage</b>	<b>Vacation Bonus</b>
0 hours	30% of annual sick leave accrued
1 – 8 hours	20% of annual sick leave accrued
8 + - 16 hours	10% of annual sick leave accrued
16 + hours	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 18 – BEREAVEMENT LEAVE**

MTC will provide up to twenty-four (24) hours of paid time off for a full-time employee during any calendar year for the death of a “family member.” “Family members” for the purposes of this Article 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, in its sole discretion, grant up to an additional sixteen (16) hours of paid time off for the death of an “immediate family member.” “Immediate family member” for the purposes of this Article are: child, stepchild, parent, current spouse, or current domestic partner. If additional time off is needed, employees may request to use accrued sick leave, vacation, and/or floating holiday(s).

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.

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. Bereavement leave will not be counted toward the computation of overtime.

## **ARTICLE 19 – EDUCATION ASSISTANCE**

The Company will provide education assistance per MTC policy 205.2 and within available budgets.

## **ARTICLE 20 – CIVIC DUTY**

Civic duty shall be administered per MTC policy 205.7 (effective date January 01, 2022). The Business Agent of the Local Union will be notified by MTC when changes are made to the policy. MTC recognizes the Union’s right to bargain over the effects of such changes.

## **ARTICLE 21 – 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. The Company will make contributions on the same terms as non-bargaining unit, non-exempt employees at the Center, consistent with the Company’s 401(k) Retirement Plan documents.

## **ARTICLE 22 – JOINT LABOR MANAGEMENT COMMITTEE**

A Joint Labor-Management Committee ("JLM") 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. Meetings will not be scheduled unless the Union or the Company proposes an agenda at least two (2) weeks in advance. 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 nor resolve an ongoing grievance.

The Company and the Union will take the minutes of the meeting on an alternating basis. The minutes will be reviewed for approval by the Business Representative and Center Human Resources Manager before distribution. The meeting minutes are not confidential, and the Parties may share them with the employees or other management members as they see fit.

## **ARTICLE 23 – MILITARY LEAVE**

Military leave shall be granted per federal law and MTC policy 205.11.

## **ARTICLE 24 – SUBSTANCE ABUSE POLICY**

The parties will comply with MTC Policy 201.5. Any disputes related to this policy are subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 25 – 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 26 – 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 27 – 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 28 – LEGAL REQUIREMENTS

**Section 1. Federal & State Laws:** The Company shall comply with all applicable Federal and State Laws.

**Section 2:** If any provision on the part of this Agreement is held invalid or illegal, the remainder of the Agreement shall not be affected thereby.

**Section 3:** 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 29 – GOVERNMENT REQUIREMENTS

The Parties recognize that they are providing a service to the United States Government. Therefore, the administration of the terms of this Agreement is subject to the directions of the Government. The Parties agree that the Government may supersede any agreement or understanding of the Parties, including but not limited to positions, hours, shifts, credentials, qualifications, licensing, duties, safety procedures, or any other Government directive not mentioned herein. To the extent the Government requires compliance with its specific procedures or standards, the Company shall notify the Union of any Government requirements which may impact the terms of this Agreement. The Parties shall have a duty to negotiate the effects of the Government requirements, which shall occur prior to implementation if practical.

## ARTICLE 30 – 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. Rules:** Errors made by the Company in the deductions or remittance of monies shall not be considered by the Union as a violation of this Agreement, providing such errors are corrected within thirty (30) calendar days, when brought to the Company's attention. If the Company fails to correct the remittance within thirty (30) calendar days, the Union may take such legal action as it deems necessary.

**Section 3. Separation:** When an employee separates from the bargaining unit, payroll deductions for union dues shall cease. Employees may submit a signed, written request to the Local Union to commence or cease payroll deduction of Union dues consistent with applicable law. The Local Union agrees to promptly provide a copy of any such request to the Company. The request for dues deductions for any employee who is transferred to a classification outside the bargaining unit shall be automatically voided upon the effective date of such transfer.



**Section 4. Indemnification:** The Union agrees to indemnify the Company against any and all claims, demands, suits, or other forms of liability it incurs as a result of this Article, provided the Company has deducted and remitted the dues, fees, and assessments to the Local Union per the terms of this Article.

**ARTICLE 31 – WAGES – SEE EXHIBIT A**

**ARTICLE 32 – TERMINATION**

The terms and conditions of this agreement shall continue in effect until midnight, October 31, 2028, 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 October 31, 2028, 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, **Attn:** Labor & Employment Counsel, 500 N Marketplace Dr #100, Centerville, UT 84014. 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.

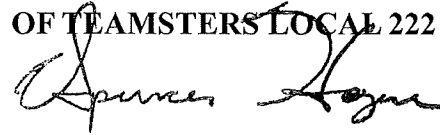
Signed this 08<sup>th</sup> day of August, 2024.

**MANAGEMENT & TRAINING CORPORATION**

 08/13/2024  
Scott Marquardt (Aug 13, 2024 15:34 PDT)

Scott Marquardt, CEO

**INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS LOCAL 222**



Spencer Hogue  
President Joint Council #3  
Secretary-Treasurer, Local 222

  
Jeff Kendall

Senior Business Agent, Local 222

## EXHIBIT A – WAGE SCHEDULE

### **Section 1:**

Effective November 1, 2024, employees will make no less than the following minimum wage:

- Residential Advisor (RA) = \$17.75
- Senior Residential Advisor (SRA) = \$18.75

After November 1, 2024, employees who have completed at least one (1) year of service with the Company will make no less than the following minimum wage:

- Residential Advisor (RA) = \$17.90
- Senior Residential Advisor (SRA) = \$19.00

Beginning in 2025, effective each November 1 during the term of this Agreement, there shall be a 1.5% annual wage increase on all then-current wages (including the minimum rates listed in Section 1 of this Exhibit A) to coincide with the anniversary date of the Company's contract with the U.S. Department of Labor to operate the Center (the "Government Contract").

The following full-time and part-time employees will receive a one-time bonus on the first regular payroll cycle following execution of this Agreement:

- Employees hired by the Company before January 1, 2000, = \$1,250.00 (minus applicable withholdings)
- Employees hired by the Company between January 1, 2001, and December 31, 2012 = \$500.00 (minus applicable withholdings)

**Section 2:** Should the Company give an across-the-board wage increase or bonus to all of the Center's non-exempt, non-bargaining unit employees, the bargaining unit employees shall receive the same percentage increase or bonus, as the case may be, on the same effective date, and based on the same eligibility requirements, provided that the bargaining unit employees will receive either the annual contractual wage increase (see Section 1) or the wage increase / bonus described in this Section 2, whichever is greater, but not both. This provision excludes any increases resulting from any revised Service Contract Act prevailing wage determinations that are modified into the Government Contract, whether applicable to bargaining unit or non-bargaining unit employees.

**Section 3:** If, during the term of this Agreement, the federal minimum wage is raised per Executive Order and, as a result of such increased minimum wage, the minimum wage rates for SRAs is less than one dollar (\$1.00) above the minimum wage rates for RAs, 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.

**LETTER OF UNDERSTANDING**  
BY AND BETWEEN  
**MANAGEMENT & TRAINING CORPORATION**  
AT THE CLEARFIELD JOB CORPS CENTER  
AND  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 222**  
SALT LAKE CITY, UTAH

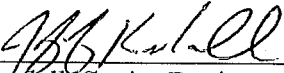
The parties' current collective bargaining agreement (the "Agreement"), Article 3, Section 1, states in part that "[t]he rotational list or 'wheel' will be reset on the first calendar day of each month."

The parties to the Agreement agree that three (3) months after ratification of the Agreement, they will hold a reopener solely to discuss the wheel reset issue. During this reopener, MTC will have the opportunity to present evidence of the following:


1. That it has, during the three- (3) month period following ratification of the Agreement, complied with the requirement in Article 3, Section 3 of the Agreement that "[o]n-call employees' first twenty-four (24) hours worked in a calendar month must be Saturday, and/or Sunday shifts (absent emergency circumstances as determined by the Company)."
2. That it has, during the three- (3) month period following ratification of the Agreement, made good faith efforts to fill and maintain all authorized RA and SRA positions.

If MTC can produce sufficient evidence of both (1) and (2) above, the parties agree to amend Article 3, Section 1 of the Agreement to replace "[t]he rotational list or 'wheel' will be reset on the first calendar day of each month" with "[t]he rotational list or 'wheel' will be reset on January 1, March 1, May 1, July 1, September 1, and November 1 of each year."

Six (6) months after implementation, the parties may mutually agree to meet and discuss the wheel reset issue.

  
\_\_\_\_\_  
Jeff Kendall, Senior Business Agent  
Teamsters, Local 222

8/9/2024  
Date

  
\_\_\_\_\_  
David Crockett, Labor & Employment Counsel  
MTC

8/13/2024  
Date