

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 49**

AND

**MANOR MANAGEMENT SERVICES
INC.**

NOVEMBER 1, 2009 - OCTOBER 31, 2012



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AGREEMENT

THIS AGREEMENT, made and entered into this **1st day of November, 2009** by and between MANOR MANAGEMENT SERVICES, INC. (MMS) (hereinafter designated as the Employer), including the following facilities: Westmoreland, Marshall, Kirkland, Summer Run, Alberta Simmons Plaza, and any other projects which may open in the Metropolitan area during the duration of this contract, and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 49, of Portland, Oregon, hereinafter designated as the Union, for the purpose of governing their mutual business relations by fixing the following scales of wages, schedule of hours and regulations affecting the members of the organization of the Union, to-wit:

ARTICLE I - RECOGNITION

Section 1.1 - The Employer agrees to recognize the Union as the sole and exclusive bargaining agency for the employment of all persons coming under the jurisdiction of Service Employees International Union, Local No. 49, with respect to wages, hours and working conditions, adjustment of grievances arising under the Contract and all other pertinent matters.

ARTICLE II - UNION SECURITY

Section 2.1 - It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall, on or after the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first (31st) day following the beginning of such employment become and remain members in good standing of the Union.

Section 2.2 – Check-off of Dues: It is the desire of the Union and the Employer to eliminate possible friction by the following arrangement:

- (a) The Union will supply the Employer with payroll deduction authorization cards for the payroll deduction of the Union dues and voluntary COPE contributions as specified by the President
- (b) Each new employee, within thirty-one (31) days, shall execute a card authorizing the Employer to make such deductions as is appropriate from his pay. In cases where the Employer has failed to submit within the first thirty-one (31) days of employment, a payroll deduction authorization card from an employee and failed to report the matter to the Union, the Union will then hold the Employer liable.
- (c) Monies so deducted shall be transmitted to the Office of the Union on or before the fifteenth (15th) day of each month. Accompanied shall be a list of employees and the amount deducted. Every six months the employer will also include up-to-date contact information and employment information on members including; name, address, wages, social security number, hire date, primary worksite.

Section 2.3 – Union Leave: Provided that the Employer can reasonably arrange coverage, the Union may remove employees from work for union or collective bargaining activities with 24-hour written notice to the Employer. Such leave shall be unpaid by the Employer.

ARTICLE III - HIRING

Section 3.1 - In the interest of maintaining an efficient system of production in the industry, providing an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment:

Section 3.2 - The Employer shall notify the Union whenever there is a vacancy. The Union shall have forty-eight (48) hours to refer competent applicants for consideration.

Section 3.3 - The Employer agrees to notify the Union of the names and addresses of new hires within the first payroll period.

Section 3.4 - The Employer shall be the sole judge of qualifications of all applicants and retains the right to reject any applicant for employment. All applicants must be bondable. Those who are not will be rejected.

Section 3.5 - As a condition of employment with Manor Management Services, the first ninety (90) days on the job will be considered a probationary period. The Employer retains the right to extend that probationary period an additional ninety (90) days upon written notification to the employee and the Union. The employee will not be considered on permanent status until that probationary period of time is completed and the employee's work is considered satisfactory. The Employer shall be the sole judge of the satisfactory quality of the employee's work.

Should any dispute arise concerning the rights of the Employer, the Union, employees, or applicants for employment under this Section, the dispute shall be submitted to a neutral arbitrator in accordance with the arbitration procedure provided in this Agreement. Such decision shall be final and binding on the said Employer, the Union, employees or applicants for employment.

Section 3.6 - It is agreed that a person either suspended or expelled from the Union is not a Union member and that a letter from the Union to the Employer to such affect shall forthwith cause the Employer to terminate such person within forty-eight (48) hours. It is further agreed that all persons working at the trade shall become and remain members in good standing with the Union.

Where the Employer shall deduct monthly dues on the employees or has been requested to deduct monthly dues, written assignment authorizing deduction must be obtained and said deduction for dues shall be made and transmitted to the Union on or before the 15th day of each month.

Section 3.7 - The Employer may discharge or discipline any regular employee for just cause.

Section 3.8 - It is the policy of the Employer and the Union not to discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, sexual orientation or handicap as required by law.

ARTICLE IV - HOLIDAYS

Section 4.1 - The following shall be recognized as legal holidays:

New Year's Day	Memorial Day	Independence Day
President's Day	Thanksgiving Day	Christmas Day
Labor Day	Employee's Birthday	Veterans' Day
Martin Luther King, Jr. Day		

No other employee shall be laid off to avoid paying the holiday. Employees who are not scheduled to work on the holiday may choose to take another substitute day.

Section 4.2 - All regular employees shall receive pay for the above holidays not worked by them based upon the hours of work usually performed by them and upon their classification rate, regardless of the day of the week on which the above holidays fall. In addition thereto, employees working on holidays shall be paid at the straight time rate. Employees shall be allowed one additional day off with pay for every holiday worked, which day shall be taken within 120 days of the holiday worked. Employees shall inform the Employer of the day they intend to use their additional day off within five (5) working days of the holiday worked. If an employee fails to take an additional day off within 120 days, he or she shall be paid for the holiday worked. A regular employee shall be any employee who has worked for the Employer for thirty (30) days or more.

ARTICLE V - VACATIONS

Section 5.1 - All employees who have been continuously in the employ of the Employer for a period of one (1) year shall be granted two (2) weeks vacation with pay, based on the hours of work and the rate of pay at the time the vacation is taken.

Employees with five (5) years service shall receive fifteen (15) days vacation.

Employees with ten (10) years service shall receive twenty (20) days vacation.

Section 5.2 - Any employee terminated during their trial serve period as described in Article III shall not qualify for pay-out of any accrued vacation pay.

Section 5.3 - Vacation shall be taken at times desired by the employee, as far as practicable, but the final right of allotment of vacation period is reserved by the Employer to insure orderly and efficient operation of this business. Employees shall receive accrued vacation either when they take vacation or when they are terminated.

Section 5.4 - Any employee terminated prior for just cause prior to completion of one full (1) year shall not qualify for vacation pay. Employees terminated subsequent to one (1) full year will have pro-rated vacation with pay, effective to the date of employment, except an employee who has been terminated for drinking on the job or under the influence of alcohol or drugs on the job, or proven theft of property shall forfeit any prorated vacation pay. It is agreed that this must be mutually agreed upon by the Union and the Employer.

Section 5.5 - Vacations shall be taken on the basis of length of continuous employment with the Employer. No two employees under this contract will take vacations at the same time without written approval from management.

Section 5.6 - Vacation pay can be paid before vacation is taken and not more than the regular withholding shall be held from vacation pay. Employee must notify Employer payroll department three weeks prior to vacation on Form #2575 as available from the Employer to receive pay prior to vacation.

ARTICLE VI - SCHEDULE AND HOURS OF WORK

Section 6.1 - Employees shall have an established schedule of hours consisting of 40 hours per week, (for full time employees) with regular days off, and a regular shift with an exception for rovers whose schedule of hours, shift, and worksites may vary based on need, special projects, and other considerations of the employer.

Section 6.2 - Eight (8) hours within **an eight and a half hour** period shall constitute a day's work except on the evening and night shifts **and day shifts on weekends and holidays** where the employee is required to remain in the facility during lunch breaks. Those required to remain on site shall have a shift of eight hours including the thirty-minute lunch period consisting of a day's work. Forty (40) hours shall constitute a week's work. Work in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall constitute overtime and shall be paid for at the rate of time and one-half (1-1/2). So far as practicable for the forty (40) hour week shall be worked in five (5) consecutive days. If the regular job requires the sixth (6th) day, it must be approved by the Employer, employee and the Union. No employee will be called for less than two (2) hours in any one (1) day. In case of emergency, an employee called back to work shall receive a guarantee of at least two (2) hours work at the overtime rate of pay.

Section 6.3 - In order to maintain adequate coverage at the worksites due to employee absences the Employer will first assign the rover to cover the work. If the rover is all ready scheduled the Employer will **attempt** to utilize volunteers **who regularly work in the building** for overtime based on **seniority** and availability. If there is no rover and no volunteer then the person with the least seniority can be required to cover the shift. In order to maintain coverage, the Employer reserves the right to assign employees from one building to another in the area should it be necessary.

ARTICLE VII - HOSPITAL-MEDICAL-DENTAL

Section 7.1 – As of **November 1, 2009**, the Employer agrees to pay the premium and maintain the present level of benefits provided to employees. Specifically, the Employer agrees to pay the cost of medical, dental, **vision, life** and disability coverage plus an administrative fee as determined by the Service Employees International Union Local 49 Welfare Trust. **If these costs should increase by more than 25% over the life of the contract from the June 2009 rate of \$451.05 for employee-only coverage, or over 15% in a given year, the cost above the percentage will be borne 50% by the Employer and 50% by the employee. Alternatively, employees may choose to switch to a lower-cost plan to offset these costs.**

The Employer agrees to pay the premium as called for of one additional dependent for regular full-time employees and will pay 50% of the premium for additional family members. **Dependents will include spouses, domestic partners and children as defined by the Trustees of the Trust.**

Section 7.2 - An employee to be eligible for coverage under the **Health and Welfare** program, must have worked thirty (30) days (a full calendar month) for the Employer with eligibility based upon the employee having worked eighty (80) hours in the previous month for coverage in the following month.

Section 7.3 - The Employer furthermore agrees to comply with the Trust Agreement to provide the established benefits, which Trust Agreement by reference be made a part of this Labor Agreement. Each Employer shall receive a copy of the current Trust Agreement and a copy of any changes by the Trustees.

Section 7.4 - The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund, such rules may include an obligation on the part of any delinquent Employer to pay reasonable attorney fees and all other reasonable court costs incurred by the Trustees in the collection of delinquent payments for **health and welfare** contributions.

ARTICLE VIII - SICK LEAVE

Section 8.1 - Full-time employees covered by this Agreement shall be granted one (1) sick day leave per month. Said sick leave to accumulate to forty-five days. Part-time workers shall be granted one (1) sick day leave per 170 hours worked.

Section 8.2 - The Employer may require proof of illness if absence is:

- A. For a period of three (3) consecutive days or more;
- B. The third (3rd) or more absence within a sixty (60) day period, or
- C. For a communicable or contagious illness.

Section 8.3 - Upon retirement, the employee shall receive a "cash out" of accrued sick leave at the rate of 22.5% out to a maximum of ten (10) days.

ARTICLE IX – JURY DUTY

Employees called for jury duty will be excused from work on days which they serve and shall receive regular pay for each day less the amount of jury pay. If serving less than a full day, the employee shall report immediately afterwards to his or her Employer to determine if work is available. Employees on jury duty shall be considered scheduled for the day shift. No employee shall volunteer for any form of jury duty. The employee must show proof of jury service and the amount of jury pay. Any appearance as a defendant or witness in a court proceeding except in the course of duty with the Employer shall be without pay.

ARTICLE X - INDUSTRIAL INSURANCE

Section 10.1 - The Employer shall furnish State Industrial Accident Insurance, or its equivalent, and the premium shall be paid for by the Employer. Each Employer shall furnish the Union with a certificate or letter of proof that this coverage is in effect and agrees to notify the Union immediately in case of cancellation or modification of said insurance.

ARTICLE XI - PENSION

Section 11.1 - Effective November 1, **2009**, the Employer shall pay into the Service Employees Pension Trust **two dollars and ninety-three cents (\$2.93)** per hour for each and every compensable hour worked by the employee which includes overtime, paid holidays, and vacations.

Section 11.2 - Contributions required by this provision shall be paid to the Fund on or before the fifteenth day of the month following the period for which contributions are due or before such other date as the Trustees may hereafter determine. Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Fund or their designee.

Section 11.3 - The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that agreement, including collection policies, receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board.

Section 11.4 - The Employer and Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature, and other documents supplied by the Fund Administrator and in obtaining and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retire Income Security Act.

Section 11.5 - The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided. Termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

ARTICLE XII - UNION CONDITIONS

Section 12.1 - It shall not be a violation of this Agreement nor grounds for discipline, discharge, or replacement, for persons covered hereunder to refuse to cross a picket line, provided the picket line has been sanctioned by the Multnomah County Labor Council or other Labor Council.

Section 12.2 - It is understood and agreed that persons covered hereunder shall not be required to handle goods, wares or merchandise from or perform services for the benefit of any firm which is engaged in any controversy with this or any other Union and that said person shall likewise not be required to accept any goods, wares or merchandise from establishments where picket lines, strikes, labor controversies or labor disputes exist if any of the above is actively supported by the Northwest Oregon Labor Council.

Section 12.3 - It is the belief of the parties hereto that all clauses and provisions of this Agreement are lawful. If, however, any portion of this Agreement is determined by the courts or the proper governmental agency to be in contravention to any state or federal law, the parties agree that the remainder of this contract shall continue in full force and effect, and to immediately jointly revise those portions which are determined invalid to conform with state and federal laws.

Section 12.4 - Rest Periods: Employees are entitled to one (1) fifteen (15) minute rest period with pay for each four (4) hours of work or major portion thereof.

Section 12.5 - Funeral Leave: An employee shall be eligible for up to three (3) working days off with pay on the occasion of the death of a member of the employee's immediate family. Immediate family consists of parents, spouse, domestic partner, children, brother, sister, grandchildren, grandparents. If more than three (3) working days absence is required, an employee may request in advance and shall receive a leave of absence without pay for up to three (3) additional days.

Section 12.6 - No employee shall be required to furnish any equipment to perform his duties, except as herein provided.

Section 12.7 - Uniforms, if required, shall be furnished, laundered, and kept in repair by the Employer.

Section 12.8 - The Employer shall employ members of the Union on an hourly basis only. Any employee who, as a part of the regular work schedule, performs work in a higher paid classification, shall be paid the higher rate of pay for time spent working in the higher classification. When a female does the work of a male employee, they shall receive the same rate of pay as the male employee.

Section 12.9 - It is agreed that where a person is either suspended or expelled from the Union, the Employer agrees to terminate such person within forty-eight (48) hours of said notice from the Union, provided that said request for suspension is in conformity with the text of the Labor-Management Relations Act, 1947, as amended.

Section 12.10 - The employee shall not be liable for any accidental breakage of equipment or customer's property, except in cases of employee's carelessness.

Section 12.11 - It is agreed that the Union may establish Job Stewards where needed. The Employer agrees not to discriminate against Job Stewards.

Section 12.12 - It is agreed that a representative of the Union shall be allowed to interview employees during working hours, provided the interview is not of such length as to effect the performance of the employee's duties. Where an employee is working behind locked doors, advance arrangements must be made with the Employer before such interview is held.

Section 12.13 - Nothing in this Agreement shall reduce any present remuneration, working condition or established privileges.

Section 12.14 – Bargaining unit employees are employed on an equal basis. No bargaining unit employee will direct the work of another bargaining unit employee, unless they are acting on the instruction of the building manager or other management personnel.

ARTICLE XIII - SETTLEMENT OF DISPUTES

Section 13.1 - A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of hours, working conditions and wages, or any dispute between the parties involving interpretation or application of any provision of this Agreement.

Section 13.2 - An aggrieved employee shall present their grievance within thirty (30) days of its occurrence on the regular grievance form, or such grievance will be deemed waived by the Union and the Employer.

Section 13.3 - In the event of such grievance, the steps hereinafter set forth shall be followed:

Step 1: The employee and Union Representative, or the employee individually but in the presence of the Union Representative, shall take up the complaint with the Employer. In the event the complaint is not satisfactorily settled within two (2) working days, the employee shall complete and sign a written complaint and forward the grievance to the next step in the procedure.

Step 2: The Union Representative and the Employer or any such designated person shall meet to discuss the grievance within three (3) working days at the completion of the previous step. In the event of failure to reach satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to arbitration by either of the parties upon notice to the other party.

Section 13.4 - If in any of the foregoing steps either party fails to carry out the procedures involved in these steps, the other party may taken the dispute to arbitration.

ARBITRATION: If within five (5) working days the parties cannot agree to a mutually acceptable arbitrator, then either party may apply directly to the U. S. Federal Mediation and Conciliation Service for the appointment of an arbitrator.

Section 13.5 - The decision of the arbitrator shall be final and binding upon the parties hereto and the Arbitrator's fee shall be borne equally by the parties.

Section 13.6 - It shall be the intention of the parties to settle all differences between the employees and the Union through grievance machinery and arbitration in accordance with the provisions of this Agreement. Therefore, the Employee agrees that he will not lockout his employees and the Union agrees it will not sanction a strike, slow down, or work stoppage during the life of this Agreement.

Section 13.7 - In the event any other employees of the Employer engage in any strike or refusal to work, place or maintain pickets at or on the Employer's premises as sanctioned by the Northwest Oregon Labor Council, then any refusal to work or failure to such picket line by members of the Service Employees International Union, Local #49, shall not be considered a violation of this Agreement, any other language to the contrary notwithstanding.

ARTICLE XIV - SENIORITY

Section 14.1 - Seniority Defined: Seniority shall mean continuous length of service with the Employer and be cumulative by hours worked, by classification in this bargaining unit, from date of hire. Seniority shall prevail to the regular shifts, vacations, layoffs, reduction in staff or reduction in hours.

Section 14.2 - Reduction in Hours of Senior Employees: In the event of a reduction in hours for an employee who has seniority over other employees of the Employer, the following shall apply:

- (a) If the reduction in hours is not temporary in nature, the employee may request, in writing, to the Employer, relocation to another position held by a less senior employee that would restore as near as possible the number of hours worked by the employee prior to the reduction.
- (b) Job Bidding - When a vacancy occurs in any of the four (4) facilities, the job will be posted on the employee bulletin board for a period of five (5) days, excluding weekends. Employees may submit a bid prior to going on vacation. At the end of the five (5) day period, the most senior employee shall be selected provided the employee has the qualifications and the ability to do the job. A copy of the posting will be provided the Union.

ARTICLE XV - WAGES

Section 15.1 – Wages

	<u>Effective</u>	Effective	Effective
CLASSIFICATION	<u>11/01/09</u>	<u>11/01/10</u>	<u>11/01/11</u>
Janitor	<u>\$14.36</u>	<u>\$14.72</u>	<u>\$15.10</u>
Yardman	<u>\$14.36</u>	<u>\$14.72</u>	<u>\$15.10</u>

Section 15.2 - New hire rates are as follows:

Starting rate	75% of top rate
After 6 months	80% of top rate
After 12 months	90% of top rate
After 18 months	100% of top rate

To be cumulated on regular Employer pay cycles or hours equivalent thereof.

ARTICLE XVI – STUDENT EMPLOYEES

16.1 – In order to qualify under this provision, student employees must have been full time students during the semester or term before hiring or will be the next semester. Student employees will be subject to the following provisions:

16.2 – Student employees will not work more than 520 hours per year.

16.3 – Student employees will not work hours that would have otherwise been worked by regular employees. Staffing levels and/or hours of regular employees will not be reduced as a result of the use of student employees. This provision in not intended to prohibit student employees from working in weeks in which regular employees are scheduled for vacation, out sick, etc.

16.4 – Student employees will be recognized as bargaining unit members, and as such will pay union dues and be paid in accordance with the union wage scale set forth in Article XV.

16.5 – Student employees will not qualify for health and welfare benefits.

16.6 – Student employees are temporary employees and as such will not have pension contributions made on their behalf, unless they work or are compensated for one thousand (1,000) hours or more during the twelve month period beginning with the student employee’s date of hire. If a student employee does not work or is not compensated for one thousand (1,000) hours during his or her first year of employment, the computation period shall be based on the calendar year beginning after the end of his or her first year of employment. Thereafter, contributions shall be made for such employee for all hours paid irrespective of whether the hours worked exceeds one thousand (1,000) hours in subsequent years. Until contributions are required to be made for such student employee pursuant to the terms of this provision, the student employee shall not be deemed to be a covered employee working in covered employment within the meaning of the SEIU National Industry Pension Plan. All student employees who previously were participants in the pension plan sponsored by the Employer or its predecessor by virtue of having one thousand (1,000) or more hours of service with the Employer or predecessor shall be deemed to be participants under the SEIU National Industry Pension Plan and have contributions made on their behalf to the Fund for all paid hours without the necessity of meeting any additional eligibility requirement.

ARTICLE XVII - DURATION OF AGREEMENT


Section 17.1 - THIS AGREEMENT shall be in full force and effect for the period from **November 1, 2009 to October 31, 2012**, and thereafter from year to year unless notice is given, in writing, by either party hereto to the other party that they wish to modify any or all of the paragraphs herein, at least sixty (60) days prior to **October** 31st of any year.

Section 17.2 - In case the Agreement is opened in the above manner, all provisions of this Agreement will remain in effect until the new proposals have been agreed upon and a new contract is signed.

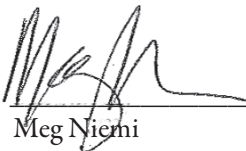
Section 17.3 - In the event that neither party hereto notifies the other party in the above manner they desire to open this Agreement for modification, all terms herein shall remain in full force and effect from year to year thereafter.

Section 17.4 - The Employer’s gross income is controlled fiscally by agreement with the United States Government - Department of Housing & Urban Development. In the event it is impossible to receive income to meet the monetary obligations as proposed in the above bargaining Agreement, MMS shall have the option to open this Agreement for renegotiations.


For the Employer:

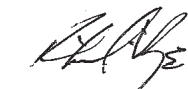

Patrick O'Toole Date 3/25/10

For the Union:


Meg Niemi Date 3-18-10


Anna Roberts Date 3/17/10


Steve Roberts Date 3-19-10


Richard Vinje Date 3-19-10