

# **COLLECTIVE BARGAINING AGREEMENT**

*between*

**SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 49**

*and*

**Pac-Hill Limited Partnership**

*June 1, 2008 – May 31, 2011*



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## **PREFACE**

This agreement, resulting from collective bargaining between Pac-Hill Limited Partnership dba “Pacific Building” and the Service Employees International Union, Local No. 49, is for the purpose of promoting good relations between the Employer and the Union, and of making clear the basic provisions upon which such relations depend. It is the intent of both the Employer and the Union to work together to establish and to maintain proper and acceptable terms and conditions of employment.

The Employer recognizes the right of employees to organize and to bargain collectively and assures them that, in their exercise of such right, they shall be free from any and all restraint, interference and coercion. The Union recognizes the unique circumstances inherent in Commercial Property Management and Maintenance. Employees shall feel free to consult with the Union concerning matters within the framework of this Agreement. The Union is the instrument of the employees and was organized by them to serve their needs.

## **AGREEMENT**

This Agreement is made and entered into by and between Pac-Hill Limited Partnership of Portland, Oregon, hereinafter designated the Employer, 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.

### **ARTICLE I - RECOGNITION**

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

**Section 1.2 – Exclusions:**

1. Supervisors who have the right to hire and fire, to enforce discipline, or to promote employees.
2. On call, temporary, limited duration, and contract employees.
  - A. An on call employee may not work more than 690 hours in a calendar year.
  - B. Temporary, limited duration, and contract employees may not be employed for longer than 4 consecutive months. Should such an employee be retained in the same position for longer than 4 consecutive months, the employee’s service date will be the original date of hire.

### **ARTICLE II – UNION SECURITY**

**Section 2.1** - It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, and on or after the thirty-first (31st) day

following the beginning of such employment, shall pay, in accordance with the constitution and by-laws of the Union, the initiation fee and periodic dues or fees customarily required by the Union.

### **ARTICLE III – DUES DEDUCTION**

**Section 3.1** - The Employer agrees, within thirty-one (31) days of the date of hiring, to notify the Union of the name and address of each new employee. The Employer agrees, within thirty-one (31) days of the date of hiring or upon receipt of signed authorization, to deduct from wages monthly dues, initiation fees, other fees required, and voluntary COPE contributions and forward to the Union.

**Section 3.2** – The Employer agrees to enclose with each monthly payment a list of covered employees with their home address, telephone number, social security number, job classification, regularly scheduled hours of work, shift, monthly pay excluding overtime, and the amount deducted.

### **ARTICLE IV - ACCESS OF UNION REPRESENTATIVES**

**Section 4.1** - Union representatives shall have access to the property covered by this Agreement to discharge their duties as representatives of the Union. Union representatives shall notify the Building Manager or Supervisor at least 24 hours prior to visiting the Pacific Building. Access will be prohibited in offices, meeting rooms or other like areas when in active use.

**Section 4.2** - At no time shall representatives or the Union interrupt the work of Pacific Building employees. Should it be necessary for a Union representative to speak with an employee at the work site, the employee may move his/her break time in order to meet with the representative. Should a Union representative interrupt the work of employees, the Employer reserves the right to ask the representative to leave the building.

**Section 4.3** - The Union shall notify the Building Manager or Supervisor in advance of any and all Union representatives assigned to perform Union duties at the Pacific Building. Should a Union representative who has not been properly identified as indicated above seek access to the property, the Employer reserves the right to refuse access.

### **ARTICLE V – SUBCONTRACTING**

It is understood that Pac-Hill Limited Partnership shall not contract out any work done by regular employees unless the Employer informs the Union at least thirty (30) days prior to the contracting, and that all present employees shall be offered employment and the Company will maintain at least the present wages and comparable benefits.

### **ARTICLE VI - NON-DISCRIMINATION**

No employee or applicant for employment covered by this Agreement shall be discriminated against because of Union membership or Union activities. The Union agrees that employees covered herein shall be admitted to membership without discrimination because of race, sex, religion, age, national origin, disability, marital status, sexual orientation, color or any other characteristic protected by law.

## **ARTICLE VII - EMPLOYMENT**

**Section 7.1** - The Employer will post internally new and/or vacant positions for Utility/Maintenance Worker for five (5) working days prior to hiring.

**Section 7.2** - The Employer shall be the judge of the qualifications and performance of all employees and shall have the sole right to hire any employee.

**Section 7.3** - Employees shall be considered probationary employees during the first three (3) months of employment. During the probationary period, employees may be discharged without recourse to the grievance procedure.

**Section 7.4** - It is agreed that all employees covered by this Agreement shall be recognized as combination workers and may be required to work at any type of work as need may arise.

**Section 7.5** - In the event of an on-the-job accident, whether or not the employee sustains an injury, an accident report shall be completed within 72 hours of the occurrence.

## **ARTICLE VIII – SENIORITY**

**Section 8.1** - After three (3) months of employment, seniority shall apply retroactively to the date of hire.

**Section 8.2** - Reduction of force or reduction in hours will be based on seniority within each employment classification provided the remaining employees have the experience and ability to perform the work.

**Section 8.3** - Pac-Hill Limited Partnership management staff will base permanent or temporary promotions and transfers within the bargaining unit on several factors including but not limited to qualifications, seniority, and availability.

## **ARTICLE IX - DISCIPLINE AND DISCHARGE**

**Section 9.1** - Employees will be disciplined within the following general guidelines: oral warning, written warning, suspension, discharge. However, the Employer reserves the right to skip any step within these general guidelines if the incident, in the Employer's sole judgement, warrants it.

**Section 9.2** - In matters of discipline and discharge, the Pacific Building will not act in ways that are arbitrary, capricious or discriminatory.

**Section 9.3** - Failure to call in as referenced in Article XI section 11.7 shall be grounds for immediate dismissal. The same shall apply to leaving work before the end of shift, except for scheduled lunch breaks. Failure to call in or report during the first half (1/2) of the employee's assigned shift will constitute a no call/no show. The first no call/no show violation will result in a three day unpaid suspension, the second will result in termination. The Employer recognizes there may be mitigating circumstances that could cause a hardship on the employee.

## **ARTICLE X - SETTLEMENT OF DISPUTES**

**Section 10.1** - All employees shall be governed by Employer policies and procedures unless specifically addressed under the terms of this Agreement. For those policies and procedures that include a grievance procedure, it is understood that the grievance procedure described herein will be the substitute for those employees covered under this bargaining agreement.

**Section 10.2** - All difficulties arising out of the interpretation of this Agreement shall be resolved in accordance with the following steps:

Step 1: Prior to filing a written grievance, the employee must have discussed the cause of complaint with the supervisor, or his/her designee.

Step 2: Within no more than 10 working days from the cause of complaint, or the employee's reasonable knowledge of the cause of complaint, the employee or the Union on behalf of the employee must file a written grievance with the building supervisor. Within 10 working days of receipt of the written grievance, the Building supervisor, or his/her designee, will contact the employee to discuss the grievance.

Step 3: If the complaint is not resolved at Step 2, within 5 working days of the discussion in Step 2, the employee will notify the Building Manager in writing that the grievance is now at Step 3. Within 10 working days of receipt of the notice at Step 3, the Building Manager or his/her designee, will contact the employee and his/her bargaining representative to discuss the grievance.

Step 4: If the above parties are unable to resolve the complaint at Step 3, the matter shall be referred to one umpire selected by the Union and the Employer who shall be a qualified and disinterested person, and who shall have the deciding vote in the matter at issue. The decision of the umpire shall be final and binding upon all concerned. Each party shall pay one-half (1/2) of the costs of the umpire. There shall be no interruptions of work by the Employer or by the employees, pending, during, or after such final adjustment.

**Section 10.3** - The Employer and the Union agree that there shall be no lock-outs on the part of the Employer, nor suspensions of work on the part of the employees, it being one of the purposes of this Agreement to guarantee that there shall be no strikes, picketing, or work stoppage, and that all disputes shall be settled by adjustment between parties, as herein provided.

## **ARTICLE XI - HOURS OF WORK**

**Section 11.1** – Shift Schedules:

A. Standard Shift: Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. All 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). The forty (40) hour week shall be worked in five (5) consecutive days.

B. Flexible Shift: Any combination of shifts with a minimum of four (4) hours worked and twelve (12) hours off shall constitute a day's work and forty (40) hours shall constitute a week's work. All 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). The forty (40) hour week shall be worked in seven (7) consecutive days.

**Section 11.2** - Work schedules shall provide for an additional one (1) hour each day, on the employee's own time, for lunch or supper. If an employee is required to be available to perform assigned duties during this period, the time shall be reduced to one half (1/2) hour and shall be inclusive in the eight (8) hour shift.

**Section 11.3** - No employee shall be called for less than four (4) hours work in any one (1) day. Any employee called back after the regular shift, if he/she had already worked eight (8) hours, shall receive at least two (2) hours pay at the overtime rate which shall be time and one-half (1-1/2).

**Section 11.4** - No employee shall be required to work a split shift unless it is mutually agreed upon by the employee and the employer.

**Section 11.5** - Any working time requiring overtime pay must be requested and approved in advance by the Supervisor. Overtime is assigned at the sole discretion of the Building Supervisor and based on original hire date seniority and individual skill sets, with those who desire to work overtime having priority over those who choose not to work overtime. Overtime-staffing procedures recognize three different occasions when overtime is required: 1-scheduled overtime; 2-extended overtime, and 3-emergencies. In the case of scheduled overtime, the Employer will use the procedures described above. In the case of extended overtime, the Employer may extend the hours of a person on the shift.

In the case of emergencies, overtime will be assigned at the Employer's discretion.

**Section 11.6** - Employees shall attend all safety and training meetings scheduled during their assigned shift.

**Section 11.7** - Employees sick or needing to report late or absent for work shall call in at least one (1) hour before the start of their assigned shift. Failure to call in or report during the first half (1/2) of the employee's assigned shift will constitute a no call/no show and will result in use of the Employers Discipline Policy, up to and including termination.

**Section 11.8** – Breaks: All employees shall be entitled to fifteen (15) minute rest periods in each four (4) hour shift of continuous work, such rest period to be figured in the time paid for by the Employer.

## **ARTICLE XII – HOLIDAYS**

**Section 12.1** - The following shall be recognized as holidays:

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Christmas Day	

**Section 12.2** - Other official holiday time may be granted in accordance with published local bank holidays at the Sole discretion of the Building Manager or Supervisor.

**Section 12.3** - Employees working on an official holiday shall be granted, at their option and the discretion of the Building Manager or Supervisor, either (1) compensatory time off during the week preceding or following the holiday, for which they will receive their full regular pay, or (2) extra pay, at the rate of time and one-half (1-1/2), for the time worked on such a holiday.

**Section 12.4** - If a holiday occurs during an employee's vacation, the employee will receive pay for the day of the holiday and the time will not be charged to vacation time providing the employee works their regularly scheduled shift immediately prior to and following the vacation time taken.

**Section 12.5** - Employee not working on the holiday shall be paid for the holiday or given an extra day off providing the employee works their regularly scheduled shift immediately prior to and following the Holiday.

**Section 12.6** – The foregoing Holiday provision shall apply to all regular employees. On call, Temporary, Limited duration, and contract employees shall not be entitled to Holiday pay unless they have worked sixteen (16) shifts in the thirty (30) days preceding the Holiday.

### **ARTICLE XIII – VACATIONS**

**Section 13.1** - All employees who have been continuously employed shall, on their anniversary date with the Pacific Building, be eligible for the following vacation accrual:

<b>Service:</b>	<b>Accrual per regular hour worked:</b>	<b>Maximum Hours:</b>
Hire date through six (6) months	<b><u>0.039841 hour</u></b>	<b><u>40 (5 days)</u></b>
One (1) through Five (5) years	<b><u>0.041494 hour</u></b>	<b><u>80 (10 days)</u></b>
Six (6) years	<b><u>0.045833 hour</u></b>	<b><u>88 (11 days)</u></b>
Seven (7) years	<b><u>0.050209 hour</u></b>	<b><u>96 (12 days)</u></b>
Eight (8) years	<b><u>0.054622 hour</u></b>	<b><u>104 (13 days)</u></b>
Nine (9) years	<b><u>0.059072 hour</u></b>	<b><u>112 (14 days)</u></b>
Ten (10) years through fourteen (14) years	<b><u>0.063559 hour</u></b>	<b><u>120 (15 days)</u></b>
Fifteen (15) years or more	<b><u>0.08658 hour</u></b>	<b><u>160 (20 days)</u></b>

**Section 13.2** - In the event of termination of employment prior to six (6) months, no vacation is accrued. In the event of termination after six (6) months, an employee shall receive the vacation accrual payment for which he/she is eligible only if the employee has given two (2) weeks-prior written notice of voluntary resignation. In any case, no vacation may be taken during the first six months of employment.

**Section 13.3** - Vacations shall be taken at times desired by employees as far as practicable and allocated by seniority, but the final allotment of vacation period is reserved by the Employer to insure orderly and efficient operation of the Pacific Building.

**Section 13.4** - Vacation pay shall be based upon the employee's regular schedule of hours of work per week and his/her regular rate of pay at the time the vacation is taken. **Vacation time shall accumulate on a calendar year basis. Employees may carry over (bank) one years' vacation accrual through the end of each calendar year. On the final paycheck of the calendar year (12/31) an employee with more hours accrued (banked) than seniority allows will be paid a minimum of the time in excess of the maximum accrual up to the full time accrued.**

#### **ARTICLE XIV - FUNERAL LEAVE**

**Section 14.1** - When a death occurs to a member of an employee's immediate family, the employee, at his/her request, will be granted reasonable and necessary time off as funeral leave for the purpose of attending the funeral and will be compensated at his/her regular straight hourly rate for hours lost from his/her regular schedule on any of the days prior to the funeral, the day of the funeral, and the day after the funeral, with a maximum of three (3) days compensation.

**Section 14.2** - Members of an employee's immediate family shall be limited to the employee's father, mother, step-parents, brothers, sisters, wife, husband, children, stepchildren, mother-in-law, father-in-law, sons-in-law, daughters-in-law, grandparents and grandchildren, or another person living in the same household as the employee.

**Section 14.3** – The Employer may require verification of death.

#### **ARTICLE XV - JURY DUTY**

**Section 15.1** - Any regular employee who is required to perform jury duty will be entitled to reimbursement at the straight time hourly rate of his/her regular job provided, however, that such reimbursement shall not exceed eight (8) hours per day or forty (40) hours per week. The employee will be required to furnish a signed statement from a responsible officer of the court as proof of jury service.

**Section 15.2** - Day shift employees will be required to report for work if their jury service ends on any day in time to permit at least four (4) hours work in the balance of their regular shift. Other shift employees will not be required to report for work on any day in which they have performed jury service for more than four (4) hours.

**Section 15.3** - Any jury duty pay derived from jury duty will be reimbursed to Pac-Hill Limited Partnership.

#### **ARTICLE XVI – MEDICAL, PRESCRIPTION, DENTAL, LIFE, HEALTH & WELFARE BENEFITS**

**Section 16.1**- Employer is Signatory to the Service Employees Insurance Trust Agreement:

A. Signatory: The Employer agrees by virtue of this Agreement that he/she is signatory to and bound by all provisions of the Service Employees Insurance Trust (hereafter referred to

as SEIT) Agreement and hereby acknowledges prior receipt of a current copy of said Agreement. **For Dental and Eye Care coverage only, the Employer agrees to provide employees dental benefits under the Service Employees International Union (SEIU) Health and Welfare Fund. The Employer agrees by virtue of this Agreement that he/she is signatory to and bound by all provisions of the SEIU Health & Welfare Fund.**

B. Notice of Terms of Agreement: The Employer shall receive a copy of the current Trust Agreement, a copy of any revisions to said Agreement, and minutes of the meetings of the Joint Trustees of the SEIT hereafter referred to as the Joint Trustees) specifically relating to the costs and benefits of the plan and pacifically excluding confidential matters relating to employee claims or conditions.

**Section 16.2 - Employer Provided Benefits:** The Employer will provide the medical, prescription, dental, life, health and welfare benefits as provided under this Agreement.

**Section 16.3 – Eligibility:**

An employee shall qualify for benefits at the first (1st) of the month following the fulfillment of the following qualifications.

A. Initial

An employee becomes eligible for coverage the first of the calendar month following thirty (30) days of continuous employment and provided he or she has worked at least eighty (80) hours in the previous month.

Employees who have a break in service, defined as being separated from employment within thirty-one (31) days or more, shall be required to re-establish their eligibility.

B. Prior Union Employer Qualification

Employees who initially qualify and who transfer within thirty(30) days or less between Employers (that are subject to the SEIT) will have their hours counted toward their ongoing eligibility for health and welfare insurance. Employees must provide proof of hours worked.

**Section 16.4 - Questions of Eligibility:**

All questions concerning eligibility of employees for coverage including the commencement and termination of coverage shall be determined by the Employer in accordance with the directions of this Agreement and of the Joint Trustees and their designated administrators.

**Section 16.5 - Benefit Levels:**

A. A. Guarantee to Maintain: The Employer will provide the full medical, prescription, dental, life insurance and welfare trust fund benefits of the plan for eligible employees. The Employer will pay the premium **in accordance with the following schedule:**

	<b><u>July 1, 2008</u></b>	<b><u>July 1, 2009</u></b>	<b><u>July 1, 2010</u></b>
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<u>Amount</u>	<u>\$451.05</u>	<u>\$496.15</u>	<u>\$545.77</u>
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**If the total monthly cost for health and welfare coverage increases above the amounts listed above, SEIU Local 49 Trust reserves will be utilized to offset the additional amount required to purchase employee-only coverage under Plan A, subject to approval by the Trustees. If the Trustees do not approve the utilization of Trust reserves for this purpose, the parties will meet to negotiate how to cover costs in excess of the amounts listed above. In this case, all other provisions will remain in full force and effect unless mutually agreed to by the parties during the course of negotiations.**

**Section 16.6. Dependent Coverage:**

A. Current Level of Benefit:

Employees who choose to pay for such services may obtain health and welfare coverage for a dependant(s) subject to the enrollment requirements of the plan(s). **Employees who choose to cover their dependents will be permitted to utilize the difference in amounts, if any, being paid into the SEIU Local 49 Trust versus actual cost.**

**Section 16.7 - FMLA Continuation:**

The Employer shall comply with the provisions of state and federal Family and Medical Leave Acts (hereafter referred to as FMLA.) If an employee was qualified for benefits in the month preceding a FMLA qualifying leave from work, the Employer will continue to pay for and provide equivalent benefits during that leave as required by State and Federal FMLA laws. If such an employee returns to work within the time allowed under the FMLA, benefits will immediately continue for a period of no less than one month after returning to work.

**Section 16.8 - COBRA Continuation:**

In case of termination or any other loss in benefit the employer will notify the designated administrator of the trust and offer the employee the option to self-pay their premium(s) under the provisions of COBRA.

**Section 16.9 - Enrollment Information Provided by Employer:**

The Employer will distribute to all employees any benefit information and enrollment applications as provided by the SEIT, or their designated administrator. The Employer is responsible for requesting adequate stock of such documents. All employees shall receive applications and informational packets at the date of hire.

**Section 16.10 – Plan Options:**

The Employer retains the right to seek alternate healthcare options that may be available at equal or lesser cost to the employer. The Union agrees to reopen Section 16 for negotiations so long as the proposed benefit plan equals or exceeds the current level of benefit.

**Section 16.11 - Employer Benefit Standards:**

The Employer agrees to comply with the Trust Agreement to provide the established benefits in accordance with the decisions made by the Joint Trustees.

**A. Records Availability:**

The Employer shall make available any such data and records as required by the Joint Trustees and/or their designated administrator for audit and/or regular reporting.

**B. Rules Compliance:**

The Employer will comply with all rules and procedures as may be established by the Joint Trustees and/or their designated administrator.

**C. Payments to the Trust:**

The Employer will submit payment in full to the designated trust administrator by the tenth (10th) of every month. This deadline may change at the discretion of the designated trust administrator, however such a change would require sixty (60) days notice.

**Section 16.12 - Eligibility Statement:**

The Employer shall act in good faith to establish the eligibility of employees for these benefits. For example, the Employer will not hire part time employees to avoid hiring employees who would qualify for benefit coverage.

**Section 16.13 - Trust Agreement Compliance:**

Failure to comply with any such rules and procedures, including delinquency in payment, entitles the employee, Union or the designated administrator to collect a fine or to file a suit or action in court, immediately without proceeding through the grievance process of this contract or having any limit to the retroactivity of the award due. The judgment or fine may incorporate court costs, attorneys and investigation fees, owed contributions, interest, and penalties. These costs may be collected in the form of liquidated damages.

**ARTICLE XVII – PAYDAYS**

Employees covered by this Agreement will be paid by the 20<sup>th</sup> day for work from the 1st of the month to the 15<sup>th</sup> and the fifth day of the following month for the dates of the 16<sup>th</sup> through the end of the month.

**ARTICLE XVIII - REDUCTION OF PAY**

No employee shall receive a reduction in hourly pay rates by reason of the adoption of this Agreement.

**ARTICLE XIX – WAGES**

**Section 19.1**

**A. Current Employees**

**A. Current Employees**

1. All workers **covered by this Agreement** with a minimum of one year of service on May 31, **2008** will receive a **3%** hourly wage increase every year during the life of this contract. This wage increase will be applied on June 1<sup>st</sup> of every year. For **2008**, the wage increase will be retroactive to June 1, **2008**.

	<b>June 1, 2008</b>	<b>June 1, 2009</b>	<b>June 1, 2010</b>
	<b><u>3%</u></b>	<b><u>3%</u></b>	<b><u>3%</u></b>
Utility Worker	<b><u>\$12.54</u></b>	<b><u>\$12.92</u></b>	<b><u>\$13.31</u></b>
Maintenance Worker	<b><u>\$12.76</u></b>	<b><u>\$13.14</u></b>	<b><u>\$13.54</u></b>

2. All workers **covered by this Agreement** (who have not completed one year of service as of June 1, **2008**) meeting minimum performance standards with a minimum

of one year of service on May 31, **2009** will receive a **3%** hourly wage increase on June 1, **2009** and June 1, **2010**.

Minimum Standards are defined in the following table:

HOURS	REQUIREMENTS
During the first 522 hours of employment	<ul style="list-style-type: none"> <li>• CPR</li> <li>• First Aid Training</li> </ul>
During the first 1040 hours of employment	<ul style="list-style-type: none"> <li>• Compliance with Standards of Conduct</li> <li>• Compliance with Building Policies and Procedures</li> </ul>
Upon completing 2080 hours of employment	<ul style="list-style-type: none"> <li>• Complete all OSHA-required trainings (completed on paid time, at the worksite, during normal working hours).</li> <li>• Employees will be notified six months in advance of any necessary trainings.</li> <li>• Compliance with Standards of Conduct.</li> <li>• Compliance with Building Policies and Procedures</li> </ul>

## B. New Employees

For employees hired after May 31, **2008**, the following wage scales shall apply:

### 2. Utility Worker

	June 1, 2008	June 1, 2009	June 1, 2010
START	<b><u>\$9.50</u></b>	<b><u>\$10.00</u></b>	<b><u>\$10.45</u></b>
After 522 hours worked	<b><u>\$10.50</u></b>	<b><u>\$11.00</u></b>	<b><u>\$11.45</u></b>
After 1040 hours worked	<b><u>\$11.10</u></b>	<b><u>\$11.60</u></b>	<b><u>\$12.05</u></b>

### 2. Maintenance Worker

	June 1, 2008	June 1, 2009	June 1, 2010
START	<b><u>\$9.50</u></b>	<b><u>\$10.00</u></b>	<b><u>\$10.45</u></b>

After 522 hours worked	<b><u>\$10.50</u></b>	<b><u>\$11.00</u></b>	<b><u>\$11.45</u></b>
After 1040 hours worked	<b><u>\$11.10</u></b>	<b><u>\$11.60</u></b>	<b><u>\$12.05</u></b>

In addition to hours worked, compliance with Minimum Standards outlined above are required to move from one step to another in those wage scales.

**C. Temporary Lead Worker**

Temporary Lead Workers will receive the wages in the following scale, regardless of seniority and/or hire date:

	<b>June 1, 2008</b>	<b>June 1, 2009</b>	<b>June 1, 2010</b>
Temporary Lead Worker	<b>\$13.44</b>	<b>\$13.84</b>	<b>\$14.26</b>

**Section 19.2 - Shift Differential:** All employees starting work at 4:00 P.M. or after shall be paid an additional 2% per hour over the base wage for each hour worked.

For those employees who were hired before June 1, 2005 and start work after 11 pm, an additional 2% shall be added to their base wage.

**Section 19.4 – Equipment:** Employees shall not be obligated to furnish any equipment to perform his or her duties and are encouraged to make equipment purchasing recommendations to the Employer.

**Section 19.5 – Uniforms:** Uniforms, if required, shall be provided by the Employer.

**ARTICLE XX – CLASSIFICATIONS AND WAGE RATES**

**Section 20.1 - Classifications:**

A. Utility Worker: Responsibilities include, but are not limited to, the following: Provide Lobby Security, Perform equipment checklists, Correct custodial deficiencies, Water plants and arrange patio, perform building inspections, replace lamps in lighting fixtures, shampooing, cleaning or working on ventilating, casual plumbing ,moving or rearranging office furniture, clean HVAC vents, Dusting, Periodic carpet and floor care, Other items as assigned by Building Manager or Supervisor.

B. Maintenance Worker: Responsibilities include, but are not limited to, the following: Extended cleaning and or servicing of the HVAC system components; casual plumbing, carpentry, paint and other repairs commonly associated with facility services. Assist temporary lead worker and or Building Supervisor as necessary. Duties may include Utility Worker duties as well as other items assigned by the Building Manager or Supervisor.

C. Temporary Lead Worker: Responsibilities may include, but are not limited to, the following: overseeing employees performing periodic work, training probationary employees, and maintaining communication with building management and may also include Utility and Maintenance duties. Assignment will be by qualifications, seniority and availability; A temporary lead will be assigned when deemed necessary by the Building Supervisor.

**Section 20.2 - Working Out of Classification:**

Employees shall not refuse to perform work temporarily out of classification provided that the employee is qualified to do the work. Employees must work at least two (2) hour in the higher classification to receive the higher wage rate. At no time shall employee suffer a reduction in pay for working in a lower classification, excluding permanent job reassignment or temporary reassignment to accommodate a disabling condition.

**ARTICLE XXI – PENSION**

**Section 21.1 - Coverage:**

The Employer agrees to make periodic contributions on behalf of all employees covered by the Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund ("Fund") in the amounts specified in Section 3 below.

**Section 21.2 - Term:**

The Employer agrees to become and remain a participating employer in the Fund throughout the term of this Collective Bargaining Agreement, including any extensions thereof.

**Section 21.3 - Contributions:**

The Employer agrees to contribute to the Fund according to the following table:

<b>Pension Contributions</b>		
<b>June 1, 2008 – May 31, 2009</b>	<b>June 1, 2009 – May 31, 2010</b>	<b>June 1, 2010 – May 31, 2011</b>
<b>\$0.85</b>	<b>\$0.95</b>	<b>\$1.05</b>

Such contributions shall be per paid hour for all employees covered by the Agreement from the employee's initial date of employment or the effective date of the Collective Bargaining Agreement, whichever is later.

**Section 21.4 - Trust Agreement:**

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 21.5 - Cooperation:**

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 21.6 Approval of Trustees:**

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 un-reviewable 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 XXII - TERM OF AGREEMENT**

**Section 22.1** - This Agreement shall be in full force and effect during the period from **June 1, 2008** to and including **May 31, 2011**.

**Section 22.2** - Either party desiring to change, modify, or terminate this Agreement may do so by giving written notice to the other party of its intent to do so at least sixty (60) days prior to the expiration date. **In the case of a re-opener due to increased health care costs as set forth in Article XVI, Section 16.5, all other provisions will remain in full force and effect unless mutually agreed to by the parties during the course of negotiations.** In the event such notice is not given, this Agreement shall continue in effect for the ensuing year and annually thereafter until a notice, as aforesaid by the party desiring the change, is given the other party not less than sixty (60) days prior to any succeeding anniversary date (May 31st).

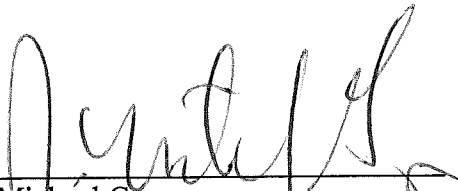
Dated at Portland, Oregon, as of this day of 10/29/08.

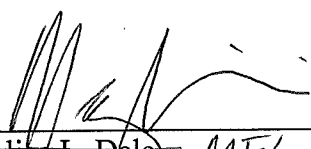
FOR THE EMPLOYER:

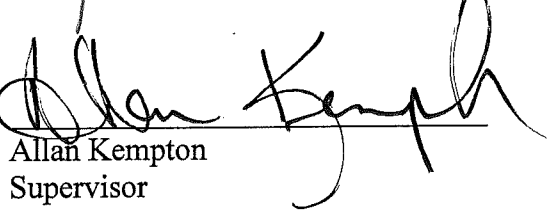
FOR THE UNION:


ON BEHALF OF PAC-HILL  
LIMITED PARTNERSHIP

SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL NO. 49

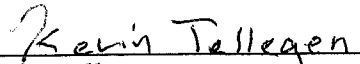
  
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J. Michael Gray  
Labor Committee Chair

  
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~~Alice L. Dale~~ MEG NIEMI  
President

  
\_\_\_\_\_  
Allan Kempton  
Supervisor

  
\_\_\_\_\_  
Anna Roberts  
Chief Negotiator

  
\_\_\_\_\_  
Everett Pearson  
Bargaining Team Member

  
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Kevin Tellegen  
Bargaining Team Member