

COLLECTIVE BARGAINING AGREEMENT

between

MID-COLUMBIA MANOR
(SMITH TOWER)



SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 49

in effect from

JULY 1ST, 2018

— *through* —

JULY 1ST, 2021

3536 SE 26TH AVE PORTLAND, OR 97202



1-800-955-3352 | FAX 503-238-6692

www.SEIU49.ORG

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - RECOGNITION	1
ARTICLE II - UNION SECURITY	1
ARTICLE III - HIRING	2
ARTICLE IV - HOLIDAYS	4
ARTICLE V - VACATIONS	4
ARTICLE VI - HOURS OF WORK	5
ARTICLE VII – HEALTH AND WELFARE	5
ARTICLE VIII – JURY DUTY	6
ARTICLE IX - SICK LEAVE	6
ARTICLE X - INDUSTRIAL INSURANCE	6
ARTICLE XI - PENSION	6
ARTICLE XII - UNION CONDITIONS.....	8
ARTICLE XIII - SETTLEMENT OF DISPUTES	9
ARTICLE XIV - WAGES	10
ARTICLE XV - DURATION OF AGREEMENT.....	10

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2018, by and between MID COLUMBIA MANOR, hereinafter designated as the Employer, and the 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.

1. Classifications:

The following classifications are covered by the jurisdiction of Union, to wit: Custodians, Maintenance Custodians and Window Cleaners.

Job Descriptions:

1. CUSTODIAN duties shall include the following: general housekeeping, dust all areas up to shoulder height; dust mop all hard surface floors; vacuum carpets; clean wash basins and replace towels and tissue; clean restrooms; cleaning of wastebaskets; spot cleaning and spot washing of walls; and other duties of a similar nature.

2. MAINTENANCE CUSTODIAN duties shall include strip and refinish all hard surface floors; high dusting; remove and rehang drapes and fluorescent light fixtures; replace burned-out lamps; shampoo carpets; perform casual repairs, such as minor plumbing, mechanical and electric repairs; washing and cleaning of walls; cleaning of heating; ventilating and air conditioning induction units; incidental moving and/or rearranging of furniture; regular custodian duties; and all other duties of a similar nature.

ARTICLE II - UNION SECURITY

Section 2.1 - Union Security: It shall be a condition of employment that all employees currently covered by this Agreement and those hired on or after its effective date shall, not later than the thirty-first (31st) calendar day of employment or following the effective date of this Agreement, whichever is later, 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.

Any employee who fails to pay such obligations shall, upon notice of such fact in writing from the Union to the Employer, be terminated by the Employer.

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) **The parties acknowledge and agree that the term “authorization” as provided in this Agreement includes authorizations created and maintained by use of electronic records, including electronically recorded phone calls and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as “signed authorization” for purposes of this Agreement.**
- (d) 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, amount deducted, **and** up-to-date contact information and employment information on members including; name, address, **personal email addresses (if available)**, wages, social security number **or unique identifier, primary phone number, language preference (if available)**, hire date, **shift and** primary worksite.

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 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: **An integral part of each employee's tenure with the Employer is an understanding of their wages and benefits, the Collective Bargaining Agreement and the role of the Union in the employment setting. As such, each new employee, during their initial orientation, shall be required to attend a mandatory one (1) hour session where they will receive an overview of their wages, benefits and the Union and its program as well as fill out their union membership application and health and welfare enrollment paperwork. The session will be conducted by Union representatives designated by the Union. The Employer shall inform the Union as far in advance as possible of any new hires and the dates and times they are scheduled to meet with the Employer to fill out other onboarding paperwork. The Union orientation will be held in conjunction with such meetings to the extent possible. Employer representatives will be absent from the room during this orientation.**

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 shall be bondable. Those who are not will be rejected.

Section 3.5: As a condition of employment with the Employer, 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.

Any employee successfully completing probation (original or extended) shall be credited all seniority calculated from the original date of hire.

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 a member in good standing with the Union. Where the Employer shall deduct monthly dues on the employee or has been requested to deduct monthly dues, **authorization for** 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. The Union will also supply the Employer with payroll deduction authorization cards for any employee electing to contribute to the Committee on Political Education (COPE) a separate authorization for this deduction.

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 because of race, religion, color, sex, **gender identity**, age, national origin, **citizenship status, medical condition and/or disability (as defined by applicable law), genetic information, AIDS/HIV and Hepatitis C status, marital status, veteran status, service in a State militia, reliance on a service animal, status as a victim of domestic violence,** sexual orientation **or any other similar characteristics or circumstances.**

ARTICLE IV - HOLIDAYS

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

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day
Employee's Birthday		

All employees shall receive time and one-half (1 1/2) for working any holiday. No employee shall be laid off to avoid paying the holiday. Other days may be substituted where it is mutually agreeable.

In addition, two (2) float holidays shall be recognized based on mutual agreement. The Employer shall not unreasonably deny a requested date for a float holiday.

Employees with six (6) months continuous service with the Employer shall be entitled to receive their birthday as a paid holiday or pay in lieu thereof, and it shall be observed on a day mutually agreed upon between the Employer and the employee within thirty (30) days of the employee's birthday.

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 rate of time and one-half (1 1/2) for time worked by them. 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 hired before July 1, 2003 with ten (10) years service shall also receive twenty (20) days vacation.

Section 5.2: Employees who are terminated any time after six (6) months service 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, or proven theft of physical property shall forfeit any pro-rated vacation pay. It is however agreed that this must be mutually agreed upon by the Union and the Employer.

Section 5.3: Vacations shall be taken at time desired by the employee, as far as practicable, by the final right of allotment of vacation period is reserved by the employer to insure orderly and efficient operation of his business. Employees shall receive accrued vacation either when they take their vacation or when they are terminated.

Section 5.4: Vacation pay to be paid before vacation is taken and not more than the regular withholding shall be held from vacation pay.

Section 5.5: Employees with five (5) or more years of service will have the option to be paid for up to five (5) days of vacation that were not used in the year they were granted at their regular rate of pay. Employees hired before July 1, 2003 with ten (10) years or more of service will have the option to be paid for up to ten (10) days of vacation that were not used in the year they were granted at their regular rate of pay.

ARTICLE VI - HOURS OF WORK

Section 6.1: Eight (8) hours shall constitute a day's work and forty (40) hours in five (5) days shall constitute a week's work. All work performed 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 the forty (40) hour week shall be worked in five (5) consecutive days. No employee will be called for less than four (4) 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.

ARTICLE VII – HEALTH AND WELFARE

Section 7.1: The Employer agrees to maintain the present level of benefits provided under the Service Employees International Union Local 49 Welfare Trust for each eligible employee. 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 (Trust). Employees are eligible for coverage after thirty (30) days of employment.

Any increase in premiums required to maintain the present level of benefits shall be paid by the Employer, unless the increase exceeds 15% in one year, the cost of the increase, over 15% shall be split between the Employer and the employee on a 50%-50% basis.

The Employer agrees to pay the necessary premium to the Service Employees International Union Welfare Trust on or before the 10th day of each month.

Section 7.2: The Employer agrees to provide health and welfare coverage for **either an employee's spouse or children** in cases where the spouse or dependents do not have any other health and welfare coverage and will pay 50% of the premium for additional family members.

Section 7.3: For an employee to be eligible for the health and welfare program, employee must have worked for thirty (30) days (a full calendar month) for the Employer with the eligibility based upon the employee working eighty (90) hours in the previous month for coverage in the following month.

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 hospital-medical-dental, life insurance, welfare, and pension contributions.

ARTICLE VIII – JURY DUTY

Section 8.1: 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 IX - SICK LEAVE

Section 9.1: Any full-time employee shall receive one (1) sick leave day per month. The Employer may require doctor's slips for sick leave **absences exceeding three (3) days**. Sick leave may accumulate to forty-five (45) days.

Section 9.2: Employees who retire, voluntarily quit, or are laid off after three (3) years of service shall receive one-third (1/3) of their accumulated balance to a maximum of ten (10) days. Employees terminated for just cause shall not receive any accumulated balance.

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 his 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: 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 11.2: 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 11.3: As of July 1, **2018**, The Employer agrees to contribute to the Fund according to the following schedule for each and every compensable hour worked by the employee, which includes overtime, paid holidays and vacation.

	7/1/2015
Custodian pension	\$1.61
Maintenance custodian pension	\$1.92
Lead pension	\$2.30

Section 11.4: 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 11.5: Notwithstanding any other provision of the Agreement, or this Appendix thereto, contributions shall be made only on behalf of employees who have worked full or part-time for a period of ninety (90) days, at which point contributions will be made retroactively for all hours worked.

Until contributions are required to be made on behalf of an employee pursuant to the terms of this provision, the employee shall not be deemed to be a covered employee working in covered employment within the meaning of the SEIU National Industry Pension Plan and subsection (a) above. All employees who previously were participants in the pension plan sponsored by the Employer or its predecessor by virtue of having ninety (90) or more days 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.

Section 11.6: 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 11.7: 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 11.8: 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.

Section 11.9: Rehabilitation Plan. The parties have adopted the Preferred Schedule of Supplemental Contributions and **the Employer** agrees to contribute to the **SEIU** National Industry Plan in accordance with **the Preferred Schedule**. **The Employer further agrees to contribute to the National Industry Plan in accordance with** any updated Preferred Schedule of Supplemental Contributions rate table that may be adopted **by the Board of Trustees of the SEIU National Industry Pension Fund in the future**.

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 Clark County Central Labor Council or other Labor Council.

Section 12.2: It is the belief of the parties hereto that all clauses and provisions of this Agreement are lawful. **If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be held contrary to law, then such provision shall not be applicable, enforced or performed except to the extent permitted by law. Both parties agree to construe any invalidated provision as closely to its bargained purpose as permissible by law and to agree on a revised provision that as closely as possible mirrors the purpose of such invalidated provision(s). If any provision of this Agreement shall be held illegal or of no legal effect, the remainder of this Agreement shall not be affected thereby.**

Section 12.3 – 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 12.4 – Funeral Leave: An employee after six (6) months employment 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, children, brother, sister, grandchildren, grandparents, stepchildren living in family name, employee's present mother and father-in-law. If more than three (3) days absence is required, an employee may request and shall receive a leave of absence without pay for up to three (3) additional days.

Section 12.5: No employee shall be required to furnish any equipment to perform his duties, except as herein provided.

Section 12.6: Uniforms, if required, shall be furnished, laundered, and kept in repair by the Employer.

Section 12.7: The employee shall not be liable for any accidental breakage of equipment of customer's property, except in cases of employee's carelessness.

Section 12.8: It is agreed that the Union may establish Shop Stewards where needed. The Employer agrees not to discriminate against Shop Stewards.

Section 12.9: 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 arrangement must be made with the Employer before such interview is held.

Section 12.10: Nothing in this Agreement shall reduce any present remuneration, working condition or established privileges.

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 the 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: Any aggrieved employee shall present their grievance within thirty (30) days of its occurrence on the regular grievance form or such grievance shall be deemed waived by the Union and the Employer.

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

Step 1: The employee and Shop Steward or Business Representative, or the employee individually, but in the presence of the Shop Steward or Business Representative, shall take up the complaint with the Employer. In the event the complaints 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 designate 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 a 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 take 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 Employer agrees that he will not lock out his employees and the Union agrees it will not sanction a strike, slow down, or work stoppage during the life of this Agreement.

ARTICLE XIV - WAGES

Section 14.1: Effective July 1, **2018**, the following minimum scale of wages shall be as follows. These are minimums and in no way prevent the Employer from paying higher wages.

	7/1/2018
Custodian	\$19.00
Maintenance custodian	\$22.77
Lead	\$27.26

Raises on July 1, **2019** and July 1, **2020** will be the May 12-month percentage change in the CPI-U for the West Region as determined by the Bureau of Labor Statistics, with a minimum of 2% and a maximum of 5%.

Section 14.2: New hire rates are as follows:

Starting rate	80% of top rate
After 6 months	85% of top rate
After 12 months	90% of top rate
After 18 months	95% of top rate

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

Section 14.3: Should the regular pay period fall on a holiday, the Employer shall arrange to make the employee’s pay checks available on the regular business day prior to such holiday.

ARTICLE XV - DURATION OF AGREEMENT

Section 15.1: This Agreement shall be in full force and effect for the period from July 1, 2018 to July 1, 2021 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 July 1st of any year.

Section 15.2: 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 15.3: 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 15.4: The Employer's and/or its contracted facilities' gross income are controlled fiscally and legally by agreements with the U.S. government and the U.S. Department of Housing and Urban Development. In the event they impose changes or reduction that make it impossible to receive the income to pay or impermissible to pay monetary obligations as proposed in the above Collective Bargaining Agreement, the Employer shall have the option to open this Agreement for renegotiation.

FOR THE EMPLOYER:

FOR THE UNION:

MID COLUMBIA MANOR

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL NO. 49

Patrick O'Toole Date
President

Meg Niemi Date
President

James Richardson Date

Douglas Towers Date

Sharon Wachsnicht Date

Anna Roberts Date
Organizer