

# COLLECTIVE BARGAINING AGREEMENT

*between*

PORTLAND HOSPITAL  
SERVICE CORPORATION



SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 49

*in effect from*

JANUARY 1, 2020

— *through* —

DECEMBER 31, 2022

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# PORTLAND HOSPITAL SERVICE CORPORATION

## GENERAL AGREEMENT

**January 1, 2020 – December 31, 2022**

THIS AGREEMENT is entered into at Portland, Oregon this January 1, 2020 between PORTLAND HOSPITAL SERVICE CORPORATION, hereinafter called the “Employer” and Service Employees International Union, Local 49 hereinafter called the “Union” for the purpose of establishing the mutual relations of the parties governing wages, hours of employment and other working conditions for the bargaining unit hereinafter described.

### **WITNESSETH:**

In consideration of the mutual covenants to be kept and performed by the parties, they hereby agree as follows:

### **ARTICLE 1 – DECLARATION OF PURPOSE**

**Section 1** – The purpose of this Agreement is to establish the basis of the collective bargaining relationship between the parties whereby a spirit of mutual understanding, harmony, and cooperation between the parties, employees, and the Company is promoted, thereby serving the best interest of all concerned and ensuring industrial peace.

**Section 2** – The Company and the Union also recognize the need for a new approach to labor/management relations. It recognizes that traditional methods of management and labor relations should be supplanted by the development of an environment of cooperative problem solving and employee commitment to the concept of continuous quality improvement while reducing costs through teamwork.

**Section 3** – The Union recognizes that the Employer has the duty and responsibility to manage the laundry and to direct the working forces, which includes, determining the amount of equipment to be used and the processes; techniques, methods, type of equipment, introduction of new and/or improved or different equipment, and means of operation or maintenance, extension or curtailment in operation of the business; the control and use of the Employer’s material, including the right to hire, transfer, promote, lay off, discipline or discharge, subject to the terms of the disputes and grievance procedure.

### **ARTICLE 2 – UNION RECOGNITION**

**Section 1** – The Employer recognizes the Union as the sole collective bargaining agent for all employees at its Portland, Oregon facility(s) as defined herein; all-cart movers, soil sort, shipping, and all other laundry categories, excluding drivers, engineers, janitors, clerical employees and supervisors as defined by the Act.

## ARTICLE 3 – UNION SECURITY

**Section 1 – Copies of Agreement.** The Union shall be responsible for providing sufficient copies of this Agreement and the “New Membership Information” packet to the Employer in order for the Employer to distribute them to new hires. If the Union fails to provide sufficient copies, the Employer shall have the option of making such copies available for new hires. The Union shall inform the employee of their union dues structure.

**Section 2 – Union Orientation Time.** The Employer agrees to provide twenty (20) minutes of work time for a representative of the Union or Steward to make a presentation during the orientation of new employees on behalf of the Union for the purpose of identifying the organization’s representational status, organizational benefits, facilities, and collecting membership applications. Such time will be a regularly-scheduled part of new employee orientation. This time is not to be used for discussion of any labor/management disputes.

**Section 3** – To the extent permitted by law, after the thirtieth (30<sup>th</sup>) day following the date of ratification of this Agreement, all employees covered by this Agreement shall become and remain members in good standing in the Union, however, employees with seniority dates prior to December 21, 1972, may or may not join the Union at their own discretion.

To the extent permitted by law, all newly hired employees covered by this agreement shall become and remain members in good standing in the Union on the 31<sup>st</sup> calendar day following the beginning of such employment.

**Section 4 – Check-off.** The Employer shall present new employees with a payroll deduction authorization and membership form(s), which shall be supplied by the Union. The Employer shall deduct from wages of each employee who has given a signed authorization, all applicable initiation fees, dues and COPE contributions (provided, however, that employees may change the amount of their COPE contribution only one time per year, in January). The monies so deducted shall be remitted to the Union with a record of the employee’s name, a unique identifying number, the amount(s) deducted, and any reason for non-payment of dues, not later than the fifteenth (15<sup>th</sup>) of each calendar month. If the Employer fails to appropriately deduct dues, the Employer will notify the affected employees and the Union of the error and, if possible, the Employer will correct the error in the employee’s next paycheck. The Employer will provide upon request, documentation of all affected employees to the union explaining the origin and reason for any errors in payroll deductions and the corrective actions taken by the Employer to rectify the discrepancy.

**Section 5** – Each month the Employer shall cause notice to be given to the Union which shall set forth the name, address, phone number, unique identifying number, and date of hire of each employee hired within the previous thirty (30) days. Said notice may be provided via ground delivery mail, facsimile, or other electronic means.

The Employer has a commitment to the security of employee confidential information. Due to the sensitive nature of information submitted to the Union for the purpose of conducting its business, the parties acknowledge the existence of the Employer’s Privacy Policy as published in whole in the Employer’s Employee Handbook.

Upon written notice from the Union of failure on the part of any employee to tender initiation fees and dues as required above, the Employer shall, within seven (7) calendar days of such notice, discharge said employee. However, if payment of such arrears is made within such seven (7) day period, the Company shall not be required to dismiss such employee. When an employee has been dismissed by the Company due to his/her suspension or expulsion by the Union, the Company shall not be required to re-employ or reinstate such employee at any time.

**Section 6** – The Union shall indemnify the employer and save harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with provisions of this Article or in reliance upon any assignment and authorization form, list or information which shall have been furnished the Employer under such provisions of this Article.

**Section 7 – Labor Management Committee.** A Labor Management Committee (LMC) will be formed for the purposes of sharing information and discussing workplace issues. The LMC will consist of up to three (3) management representatives and up to three (3) union representatives. Each party will choose their own representatives. The LMC will meet quarterly, but may meet more or less often by mutual agreement.

#### **ARTICLE 4 – NON-DISCRIMINATION**

**Section 1** – Neither party shall unlawfully discriminate against any employee or applicant for employment because of age, race, color, religion, national origin, gender, sexual orientation, or physical or mental disability. Likewise, neither party shall discriminate against applicants due to political belief. Notwithstanding the foregoing, a grievance shall not be arbitrable under this Agreement until or unless the grievant has exhausted his/her administrative remedies before the appropriate governmental agency. This Article does not exempt the parties from the requirements of filing such grievance in a proper and timely manner as stated in Article 6.

#### **ARTICLE 5 – NO STRIKE OR LOCK OUT**

**Section 1** – The Employer and the Union realizing that hospital services are different in their operation from other industries because of the type of services rendered to the community and for humanitarian reasons, agree that there shall be no lockouts on the part of the Employer nor suspension of work or work slow-downs on the part of the employees, it being one of the purposes of this Agreement to guarantee that there shall be no strikes, picketing, lockouts, sympathetic strikes, sympathetic picketing, work slow-downs or work stoppages at any place where services are being provided by the Employer and that all disputes will be settled by the procedures hereinafter provided.

#### **ARTICLE 6 – DISPUTES AND GRIEVANCES**

**Section 1** – Grievances are issues involving the interpretation or application of an Article of the Agreement and shall be handled pursuant to the procedures of this Article.

**Section 2** – Step 1: Any employee having a complaint or issue shall meet and discuss the matter with the Plant Manager, or if unavailable his/her immediate supervisor within fifteen (15) working days following the day the employee knew or should have known of the alleged violation. The employee may have a shop steward present. The Plant Manager may provide an

oral response immediately, however, but shall also provide a written response to the employee within two (2) working days of the meeting. Should the Plant Manager's response not settle the matter, the shop steward shall proceed to the next step.

**Section 3** – Step 2: Within seven (7) working days following receipt of the oral answer provided for in Step 1, the Shop Steward may have a meeting with the Human Resources Manager and the grievant in an attempt to settle the matter. The Human Resources Manager shall give a written response to the Step 2 meeting within three (3) working days. If the written answer given by the Human Resources Manager does not settle the issue, then the shop steward may proceed to the next step in the grievance procedure.

**Section 4** – Step 3: Within seven (7) working days following receipt of the Human Resources Manager's response, the Union's Business Representative shall meet with the General Manager in an attempt to settle the grievance. Should a settlement be reached, it shall be documented with signed copies retained by both parties. Should a settlement not be reached, the parties shall proceed to mediation through either the Federal Mediation and Conciliation Service or some other mutually agreed upon mediation service, unless both parties mutually agree to proceed directly to Step 6, Arbitration.

**Section 5** – In the event that mediation is unsuccessful, or the parties mutually agree to proceed directly to arbitration, the grieving party may submit the grievance to arbitration by giving written notice to the other party within ten (10) working days of the mediation deadlock or agreement that mediation will not be pursued.

**Section 6** – In the event the parties are unable to agree upon a third party, the Federal Mediation and Conciliation Service (FMCS) shall be requested by the moving party to submit a list of nine (9) proposed arbitrators from the Pacific Northwest. This request shall be submitted to the FMCS within fifteen (15) business days of the written notice to arbitrate. The Union and the Employer shall each alternately strike one name at a time from this list until only one name remains on the list. The right of first strike is to be determined by the flip of a coin. The name of the arbitrator remaining on the list shall be accepted by both parties.

**Section 7** – Only one grievance will be subject to any one arbitration unless the parties explicitly agree to the contrary. The fee of the arbitrator shall be paid by the losing party. Each party shall pay its own incidental costs, attorney fees, witness costs, etc. The cost of any hearing transcript shall be borne by the requesting party; however, the requesting party shall share the transcript with the other party.

The arbitrator shall not have the power to add to, delete from, or amend any provision of this Agreement. The decision of the arbitrator shall be final and binding upon both parties.

It is mutually understood and agreed that the arbitration procedures set forth above shall apply to timely and properly processed grievances arising under the Agreement during its term, or under any extension thereof, but shall not apply to disputes or disagreements between the parties which arise out of the re-negotiation of the Agreement, or any portion of it, under the timely contract opening and re-negotiation procedures set forth in Article 27, "Duration and Term of Agreement" or to disputes or grievances which arise during periods when this Agreement has expired and an extension has been executed.

**Section 8** – Should either the Employer or Union fail to initiate a grievance or advance a grievance within the time limitations as provided herein, such party is deemed barred from further prosecution of such grievance. The time limitations throughout this Article may be extended by mutual written consent of the parties.

## **ARTICLE 7 – DISCIPLINE**

**Section 1** – The Employer shall not discipline or discharge any employee, other than a probationary employee, without cause.

**Section 2** – The Employer understands the need to clearly communicate behavioral and performance expectations to all employees, and shall practice a progressive counseling and disciplinary process that allows employees the opportunity to correct unacceptable situations that may arise. The process shall include levels of action for specific violations in accordance with the PHSC Disciplinary Guidelines and may include:

**A. Counseling** – The employer shall bring to the attention of the employee those areas where they may not be meeting the expectations of the Employer, and offer ways in which the employee can correct the situation(s), whereby they can meet those expectations. Such counseling shall be private and include documentation as to the nature of the counseling and the corrective expectations of the Employer, including reasonable time to elapse for the employee to meet the expectations of the Employer. Counseling shall be administered in accordance with the PHSC Disciplinary Guidelines attached hereto.

**B. Verbal Warning** – Verbal Warnings shall be administered in accordance with the PHSC Disciplinary Guidelines attached hereto. If the reasonable expectations of the Employer are not met, or if the behavior is indicated as a Level II offense the employee may receive a verbal warning, which shall be documented.

**C. Written Warning** – Written Warnings shall be administered in accordance with the PHSC Disciplinary Guidelines attached hereto. If after receiving a documented verbal warning, the employee continues to not meet the reasonable expectations of the Employer, or if the offense is indicated as a Level III offense, the employee may receive a written warning.

**D. Termination** – Terminations shall be administered in accordance with the PHSC Disciplinary Guidelines attached hereto.

Notwithstanding the above, a suspension period may be used pending investigation of a situation(s) of a serious nature, which suspension may be paid or unpaid, depending upon the outcome of the investigation. Suspension for attendance shall be administered in accordance with the Attendance Guidelines, Article 8.

Suspension may also be used at the sole discretion of the employer should it be determined that suspension is more appropriate than termination. Said suspension shall be unpaid and shall not exceed a time period of 14 working days.

In cases of unpaid suspension, employees shall not be allowed to cash out PTO until the second (2nd) pay period following the end of such suspension.

**Section 3** – Except for those offences listed as D violations of the Guidelines no employee shall be discharged without first following the progressive discipline in Section 2, above. A warning notice, once given, shall be canceled after twelve months, unless it is followed by a second written warning notice of any kind, whereupon it will be cancelled after a 12 month period following the second written warning without further incident. With the exception of the attendance guidelines Article 8, three (3) valid written warnings notices, of a different nature, within a twelve (12) month period shall constitute sufficient cause for termination. The employer shall notify the affected employee when the written warning or discipline shall expire.

**Section 4** – The Employer shall notify the Union in writing, such notice may be via facsimile, of any discipline with a copy to be sent to the Union office. The Union, if it believes that discharge, discipline, or a warning notice is unjustified, may appeal the matter to the Employer for settlement in accordance with the Disputes and Grievances provisions of this Agreement.

**Section 5** – Plant rules and regulations may be established and modified by the Employer by publishing and distributing the PHSC Employee Handbook. Such Employee Handbook shall establish rules and regulations and must be filed with the Union upon signing of this Agreement. Once reviewed and approved by the Union, the Employer shall submit any modifications or amendments of the Employee Handbook to the Union for review of language and matters subject to collective bargaining. Each Employee shall be issued an Employee Handbook upon employment and shall sign a form acknowledging their responsibility to read and understand the Employee Handbook.

**Section 6 – Video Cameras.** If information on a video is to be used for potential discipline or discharge an employee, the Employer must provide the Union, prior to the investigation, an opportunity to review the video to be used to support the potential discipline or discharge. The Employer shall not install or use video cameras in bathrooms or other places where employees are authorized to change clothing.

### PHSC DISCIPLINE GUIDELINES

Discipline for the violation of the individual work rules below, is designed to be a progressive range of disciplinary action as appropriate to each individual situation that may arise. Situations that arise that are not specifically covered here will be dealt with in the manner most closely related to it.

Level I A-Counseling	Level II B-Documented Verbal Warning	Level III C-Written Warning	Level IV D-Termination
A Violations	Unauthorized absence from work station Unsatisfactory performance Patterned absenteeism		
A-C Violations	Insubordination Unauthorized use of PHSC equipment Unauthorized absence from work station – 2 <sup>nd</sup> offence Failure to report an absence prior to the start of your shift.		
B-C Violations	Willful Incompetence Food or beverages in unauthorized areas Disrespectful conduct		
B-D Violations	Violation of safety or health rules below		



	Negligence or improper conduct leading to or which could have lead to damage of PHSC property Continual failure to meet reasonable production standards
C-D Violations	Threatened Violence Gross Insubordination Gross Negligence Sexual or other unlawful harassment and/or violation of the PHSC Zero Tolerance Policy Endangering Others Possession of alcohol or drugs on PHSC property and/or violation of the PHSC Drug and Alcohol Policy Illegal betting or gambling on PHSC property Sleeping while on duty
D-Violations	Violence Unauthorized materials, such as, explosives, firearms, knives, (excepting pocket knives of 2" or less), or other weapons Willful falsification of any record or report including timekeeping records Willful destruction of property Theft Failure to report honestly and timely any on the job injury Engaging in a work stoppage not protected by law Job abandonment, being absent without leave, (AWOL)(No Call, No Show) for 3 consecutive work days 3 consecutive below average performance evaluations Illegal sale or transfer of drugs on PHSC property Use of alcohol or drugs on PHSC property in violation of the PHSC Drug and Alcohol Policy

**ARTICLE 8 – ATTENDANCE GUIDELINES**

**Section 1** – To maintain an efficient and productive work environment, PHSC expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on customers, other employees and PHSC. In instances when employees cannot avoid being late to work or are unable to work as scheduled, they must notify their supervisor at **(503) 328-1311** as soon as possible in advance of the anticipated tardiness or absence, but not later than before the start of their scheduled shift.

Employees are required to notify their supervisor of the specific reason for the tardiness or absence prior to the beginning of their scheduled shift. If the absence is due to a valid illness or other qualifying reason as defined in Oregon Paid Sick Leave, the employee shall notify the supervisor of the specific reason and estimated length of the absence.

When the need to use Paid Time off is foreseeable, the employee shall provide notice to their supervisor as soon as practicable and shall make a reasonable effort to schedule the Paid Time Off in a manner that does not unduly disrupt the operations of the employer. The employee shall inform their supervisor of any change to the expected duration of the Paid Time Off as soon as is practicable.

**Section 2** – 3.0 points shall be assessed for each No-Call/No-Show. PHSC makes reasonable accommodation for qualified individuals with disabilities where it would not be an undue

hardship. In some cases, it may be a reasonable accommodation to provide unpaid leave beyond that provided in this policy which would not be assessed but would be reviewed under the undue hardship standard. Such leaves shall not be of an indefinite duration. All other absences will be assessed at managements' discretion.

## **ATTENDANCE POINTS**

For each tardy or absence not due to protected leave status, the following point system shall apply:

Each absence of a ½ hour or less shall be assessed .5 points. Absences of more than ½ hour but less than half a day shall be assessed 1 point. For absences of a full day, 2 points shall be assessed. For absences of more than a full day that fall on consecutive work days and are for the same illness, 2 points shall be assessed. Any absence on a scheduled work day before or after an approved vacation or Holiday begins shall be assessed 3 points.

If during any consecutive twelve-month period, an employee's total assessed points equal:

- 4.0 Points. Level 1-Employee will be given a verbal warning;
- 5.0 Points Level 2-Employee will be given a written warning;
- 6.0 Points. Level 3-Employee will receive a 2 day suspension without pay;
- 7.0 Points Level 4-Employee will receive a termination notice

**Section 4** – Excessive tardiness will be defined as being tardy more than 3 times, in a 30 calendar day period. Continued excessive tardiness will result in progressive discipline.

Patterned absenteeism will result in progressive discipline.

Two written warnings in a twelve-month period in any combination above shall result in a Level 3 discipline. Any further written warning shall result in termination.

Employees with personal problems affecting their attendance may wish to discuss them with PHSC management. However, such discussions will not excuse unacceptable attendance or lack of punctuality and employees are expected to resolve such problems as soon as possible.

**Section 5 – Protected Absences.** Any absences protected by FMLA, OFLA or Oregon Paid Sick Leave shall not count as attendance points. Not more than 40 hours per year will be considered protected under Oregon Paid Sick Leave. With the exception of pre-scheduled vacation and holidays, all absences that are not legally protected shall count towards attendance points, whether the employee uses PTO to cover the absence or not.

## **ARTICLE 9 – SENIORITY**

**Section 1** – An employee's seniority shall be computed from the time of his/her employment. However, he/she shall be on probation for ninety (90) calendar days following the date of his/her employment, during which time the employee shall receive comprehensive information and counseling regarding employment expectations during orientation, the evaluation process, and annual retraining sessions which shall be documented in their personnel files, during which period the employee shall have no rights accorded by Articles 6 (except for pay claims), 7, 8, 16 and 17 of this Agreement. By written notice to the employee, with the consent of the Union,

before the expiration of the probationary period, the Employer may extend the probationary period an additional thirty (30) calendar days.

**Section 2** – An employee shall lose all seniority if he/she (a) voluntarily terminates employment or is terminated from employment for just cause; (b) is laid off and not recalled within one year of layoff; (c) fails to return to work within five (5) working days after receipt of notice to return from layoff; or (d) is absent without contact for three (3) consecutive work days.

An employee who is off the job for no more than 180 consecutive days because of injury or illness and who is able to return to the classification he/she held at the time he/she sustained his/her injury or illness shall be reinstated to his/her former job.

An employee who is off the job because of industrial injury or illness shall be reinstated in accordance with then existing laws.

**Section 3** – Notwithstanding the above, employees who transfer out of the bargaining unit to another position at PHSC, will maintain seniority rights for 90 days, provided the employee remits all dues and fees required to maintain membership in Service Employees International Union, Local 49, during which time the employee may return to the bargaining unit without loss of seniority. At the conclusion of the 90 days however, the transferred employee'(s), will lose all seniority rights, and if returned to the bargaining unit, will do so under the terms and conditions of a new hire.

## **ARTICLE 10 – LAYOFF AND RECALL**

**Section 1** – In the event of reduction and restoration of work force, plant seniority shall prevail unless there is a demonstrable difference in ability and competence. However, in reductions of less than one day duration, any employee working on overtime hours shall be released first, departmental senior employees shall have the option of leaving second, and any temporary employees shall be provided the option of leaving last. In matters of preference over daily schedules and hours of work, departmental seniority shall prevail.

**Section 2** – Employees shall not accrue either PTO while on layoff or unprotected leave.

## **ARTICLE 11 – PROMOTION AND TRANSFER**

**Section 1** – All employees shall be cross trained in all positions for which they are qualified for (i.e., language or math skills) and for which they have the physical ability to perform. Job openings shall be filled by the senior employee who is fully cross trained in the open position and has indicated their desire to move into the open position. However, any employee who has had disciplinary action within the last 30 days shall not be eligible for an open position.

**Section 2** – Job openings /vacancies shall be posted in a conspicuous place such as the employee lunchroom and/or near time clocks for five consecutive working days. Employees wishing to be considered for positions in departments other than their own, shall advise the Employer in writing of their wishes.

**Section 3** – Employees who promote or transfer under Article 11 will have a 30-day period of trial, during which the employee may be returned to their previous position.

## ARTICLE 12 – WAGES

**Section 1** – The wage scales as set forth below constitute the minimum wages payable during the life of this Agreement. Nothing shall prohibit the Employer from paying higher rates than those set forth.

Classification	Effective Ratification (+3.0%)	Effective 1/1/2021 (+3.0%)	Effective 1/1/2022 (+3.0%)
Clean	17.12	17.63	18.16
Special Services Room	17.20	17.72	18.25
Receiving Clerk	17.67	18.21	18.75
Shipping	17.91	18.45	19.00
Scales	17.91	18.45	19.00
Exchange Carts	17.91	18.45	19.00
Soil Sort +0.25	17.98	18.52	19.07
Cart Movers	17.79	18.32	18.87
Swing Shift Differential	.60	.60	.60

Leads: Employees designated as Leads shall be paid at the rate for the classification they are designated as lead of plus \$1.25.

Training Rate: New employees shall receive an hourly rate equal to 80% of the rate for the classification they are working in. During the second four months of employment, such employees shall receive 90% of the rate for the classification they are working in. Thereafter, such employees shall receive 100% of the rate for the classification they are working in.

**Section 2** – When an employee is temporarily assigned to a job for the convenience of the Employer, the employee shall receive the rate of pay of his/her regular job or that of the temporary assignment, whichever is greater, for the hours worked on the temporary assignment. If an employee is compensated at different rates of pay within any single pay period, the pay check for that period shall include an itemized statement of the hours and rates of pay for each classification worked.

**Section 3** – In the event of a breakdown, employees affected shall be required to stand by or be sent home for the day and paid their four (4) hour guarantee, or be released from all duties for a minimum of two (2) hours. Any employee required to stand by shall be paid at straight time for the duration of such period of such breakdown. A lunch period of up to one (1) hour (which may be discontinuous) may be used to reduce standby time. Work performed following the termination of such breakdown shall be computed at straight time up to the scheduled length of the shift for that day and shall, in no event, extend more than two (2) hours beyond the scheduled end of the shift.

**Section 4** – Upon request of the Union, the Employer shall submit any necessary records needed for checking of employees, these include but are not limited to, hours, pay or conditions of employment provided for in this Agreement, or allowed by law. Such inspection shall be made by duly authorized business representatives of the Union during working hours, the time of such

inspection to be agreed upon by the Union and the Employer, after notice by the Union to the Employer that such inspection is requested.

### **ARTICLE 13 – HOURS OF WORK/OVERTIME**

**Section 1 – Day Shift.** Any employee who is assigned work that commences at or after 4:00 AM and ends at or before 5:30 PM is on the day shift for the entire period he/she works.

A swing shift may be scheduled starting at or after 3:30 PM. If an insufficient number of senior employees accept assignment to the swing shift, employees will be assigned beginning with the least senior employee or new hires.

A four-hour shift may be scheduled. If an insufficient number of senior employees accept assignment to the four-hour shift, employees will be assigned beginning with the least senior employee or new hires.

Any employee who is scheduled for a day shift shall be paid an additional sixty cents (\$0.60) for each hour worked after 5:30 PM or before 4:00 AM. Employees regularly scheduled for a part-time shift which ends after 5:30 PM shall not be paid the additional \$0.60.

**Section 2 – Compensation.** The Employer may establish workweeks that consist of either five eight hour days (5/8s), four ten hour days (4/10s) or a combination of four (4) hour shifts representing part time status:

FIVE EIGHTS (5/8s): All work performed over forty (40) hours in one (1) week, shall be paid at the rate of one and one-half (1-1/2) times their regular hourly scale. It shall be assumed that occasions requiring a worker to work more than two (2) hours beyond the end of the scheduled shift shall arise for emergency only.

FOUR TENS (4/10s) : All work performed over forty (40) hours in one (1) week, shall be paid at the rate of one and one-half (1-1/2) times their regular hourly scale. It shall be assumed that occasions requiring a worker to work more than one (1) hour beyond the end of the scheduled shift shall arise for emergency only.

Overtime and premium payments shall not be pyramided for any purpose. In other words, any hours paid at the rate of 1.5x or above (due to premium pay or overtime) shall not count as “hours worked” for any overtime purposes.

**Section 3** – It is understood that hospitals and health care services require a continuous supply of linen and therefore, from time to time, overtime and holiday work may be required. Such work is to be considered a condition of employment and failure to perform such work shall be considered grounds for disciplinary action.

It is understood that large production environments do not guarantee a 40-hour work week, and that at times, a shift may be shortened.

The Employer will make every reasonable effort to give the employees as much advance notice of overtime work as possible, and will give timely responses to all requests for absence from overtime work. An employee may also be excused from overtime work due to illness and

emergencies which are beyond the employee's control. Employees excused from overtime work shall not be paid PTO pay for such hours. The employee has the burden of proving lack of control. An employee wishing to be excused from working overtime must so advise the Employer in writing at the time the overtime work is posted unless the employee neither knew nor should have known of the reason requiring an excuse at the time of posting. Should the employer be unable to provide notice of overtime work prior to the last break of the day, employees working overtime shall be allowed to make arrangements for transportation, etc.

If a full work crew is not required, the Employer will allow those who are not needed to be excused on the basis of need and seniority at the Employer's discretion.

**Section 4** – The Company will post once a quarter, an overtime sign-up sheet for employees wishing to volunteer for unscheduled overtime. Unscheduled overtime for the purposes of using the overtime call down list shall mean overtime to be worked by an employee who is not scheduled to work, nor is on site working at the time the overtime is identified. Employees on the list shall be contacted only in the event that no employee currently scheduled and who is on site is trained in and can perform the work required for the position. All efforts shall be made to move currently scheduled and/or working employees into open positions before using the call down list.

When unscheduled overtime work is identified, employees whose home department the work exists in shall be contacted first, in department seniority order. Should this fail to produce enough workers, other employees trained in that department shall be contacted second in order of department seniority.

While the Company will use its best efforts to assign unscheduled overtime in accordance with this Section, the parties acknowledge that mistakes happen. In the event an employee is incorrectly bypassed for an overtime opportunity, the remedy for such mistake will be for the employee to be given first preference for the next overtime opportunity that arises. If they are incorrectly bypassed for the next opportunity that arises, they will be paid overtime for hours lost for that event, in accordance with this Article.

Employees who volunteer for unscheduled overtime shall not be called if he/she has refused unscheduled overtime three (3) times in the applicable quarter.

Notwithstanding the above, it is understood that even though the Company uses its best judgment in determining the proper departmental needs for unscheduled overtime, situations may arise that require employees called for unscheduled overtime to perform duties in departments other than those they were called in for.

**Section 5** – All employees reporting for work shall be guaranteed no less than four (4) hours employment on any given workday at the applicable rates. If an employee is regularly scheduled for a 4 hour part-time shift, they shall be guaranteed no less than two (2) hours employment on any given workday at the applicable rates.

**Section 6** – The longest continuous hours of work shall be given the regular full time employees of each department. New employees or part-time employees shall be employed in any classification within the plant where the regular employees are averaging less than forty (40) hours per week, or less than eight (8) or ten (10) hours per day, depending on their regular

schedule shift duration only by mutual agreement. At no time shall the part-time workforce cause a reduction in the full time workforce.

**Section 7** – Work may be performed on Christmas only in cases of customer need or emergency. The Employer shall give the employee as much notice as possible if holiday work is to be performed.

All work performed on one (1) of the six (6) holidays as identified in Article 15, excepting Christmas, shall be paid for at the rate of time and one-half (1-1/2).

All work performed by regular day shift employees on Christmas shall be paid at double time (2X the employee's regular rate). All work performed on Sunday shall be paid at one-and-a-half time (1.5X the employee's regular rate). Should a regular Sunday shift become necessary, the parties agree to revisit the existing language around Sunday pay scales.

If work is performed on any of the six (6) foregoing holidays, it shall be offered to volunteers first, by seniority. If there are not enough volunteers, then the Employer may assign the holiday work involuntarily, using a rotating seniority list, beginning with the least senior employee at ratification. Employees hired after ratification will be added to the rotation so that they will be required to work the next holiday after their hire date.

#### **ARTICLE 14 – LUNCHES AND REST PERIODS**

**Section 1** – All hours of work shall be consecutive with these exceptions: No employee shall be required to work over six (6) hours without a lunch or rest period of at least thirty (30) minutes but no more than one (1) hour. All employees will be granted: One ten (10) minute rest period during the first four (4) hours of their shift, a second ten (10) minute rest period during the second four (4) hours of their shift and, if scheduled to work 4/10s, a third ten (10) minute rest period at the end of eight (8) hours worked. All rest periods are to be taken on the Employer's time. An employee who works over two (2) hours past the end of their scheduled shift shall receive an extra ten (10) minute rest period. Employees shall not perform work duties during rest periods or lunch breaks. Part-time employees shall be granted one ten (10) minute break during each four (4) hour shift. Employees in the Soil Department will have an additional five (5) minutes to ungown and wash hands before rest periods and lunch breaks.

#### **ARTICLE 15 – PAID TIME OFF (PTO)**

**Section 1** – Paid Time Off shall be granted to eligible employees in lieu of sick leave, holiday pay, vacation and other paid leaves. The intent of this benefit is to allow each employee, within the limits set forth below, to utilize paid time off as that individual determines it best fits their own personal needs.

**Section 2** – All employees except part-time temporary employees shall accrue Paid Time off hours.

**Section 3** – Paid Time Off is intended to compensate employees at their regular hourly rate when they are absent from work for such reasons as vacation, illness, family emergencies, religious observances, professional appointments, and any other excused absences from work. Paid Time

Off, except as indicated for new employees in Article 9, may be used as soon as it is accrued, but never in advance.

Paid Time Off must be requested in writing at least one (1) week in advance of the time requested off (except for protected leave, which will be administered in accordance with law. In scheduling Paid Time Off in the amount of 5 consecutive days or more, an employee must submit the request at least two (2) weeks prior to the dates requested. In the event an employee is unable to report to work due to either emergency or illness the employee shall be paid from the accrued Paid Time off and they are required to notify their supervisor in accordance with the requirements of Articles 7 and 8.

Paid Time Off shall not be used to pay for time lost due to tardiness. Time lost due to tardiness shall be considered an unexcused absence. Use of Paid Time Off with less than 24 hours' notice as well as unpaid and unexcused absences shall constitute a basis for application of the attendance point system as defined in Article 8.

**Section 4** – The following six (6) days shall be recognized as holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Employees shall automatically be paid accrued PTO hours for each of the foregoing holidays and shall not be allowed to waive or accrue PTO hours for any holiday. Each employee who has completed sixty (60) calendar days of employment shall qualify for holiday benefits under this Article; provided, that an employee must work his/her regularly scheduled workday before and after the holiday to qualify for those benefits, unless he/she can establish his/her failure to do so was beyond his/her control. The employee has the burden of proving lack of control.

**Section 5 – PTO Accrual.** Employees shall accumulate hours under this Article based on actual hours worked (including overtime) each pay period at the rates defined below until the employee’s continuous service reaches the anniversary date entitling the employee to, the next higher rate of accumulation. Continuous service shall be computed from the employee’s date of hire. There shall be no accrual on hours worked over 2080 hours in a calendar year. (NOTE: for purposes of this Section 5 only, scheduled non-PTO hours which the employee would have worked, except that the Employer sent the employee home due to reduced workload (i.e., Early Outs), will count as “actual hours worked”).

<b>Months of Continuous Service</b>	<b>PTO Accrual</b>
0-60 months	.108 for each hour actually worked
61-180 months	.127 for each hour actually worked
181 -300 months	.147 for each hour actually worked
301 months and above	.166 for each hour actually worked

**Section 6** – After the completion of ninety days employment an employee shall be entitled to utilize their accumulated PTO benefits. If an employee terminates within the first six (6) months of employment, no pay will be granted for the hours accumulated under this Article.

**Section 7** – After six (6) months’ continuous employment, any employee terminating their employment shall receive pay for all their accumulated (unused) hours under this Article. An employee with less than five (5) years of seniority that fails to give the Employer two (2) weeks’ written notice of the employee’s intention to quit shall forfeit accumulated benefits otherwise



due such employee unless the employee can establish that the failure to give notice was beyond the employee's control. In no case shall the forfeiture exceed two (2) weeks' pay.

**Section 8** – Once per year, the company will take requests for vacation time off, in department seniority order. The selection period for vacations for the following calendar year must be requested in November or no later than December 7. If there are additional vacation openings after employees have bid on them by department seniority, the Employer may schedule employees' vacations in blocks of no longer than two weeks, in reverse order of seniority. Any requests outside the selection period will be on a first come, first serve basis.

**Section 9** – It is understood that four percent (4 %), of the employees in total may be scheduled for vacation on any given day (rounded up or down to the closest whole number). The vacation calendar shall be posted no later than December 22<sup>nd</sup>, and will serve as notice to employees of available openings for vacation. Planned leaves of absence shall count toward the 4%.

**Section 10 – Oregon Paid Sick Leave.** The first forty hours of PTO taken in a calendar year shall count towards an employee's Oregon Paid Sick Leave entitlement, regardless of the reason for the PTO. The Employer shall administer PTO taken for reasons covered by Oregon Paid Sick Leave in accordance with applicable law.

**Section 11** – Employees may submit a written request to the employer prior to the end of the pay period in which an employee wishes to be paid (cash out) Paid Time Off. Employees are limited to a maximum Paid Time Off cash out of twenty (20) hours per calendar year. Paid Time Off cash outs will be provided on the next available payday on the regular paycheck.

**Section 12** – PTO pay shall constitute an employee's regular straight time wages less any compensation benefits paid under health and welfare or worker's compensation.

Employees shall accrue a maximum of 500 hours of PTO under the terms of this Article. When an employee reaches the maximum of 500 hours, accrual shall stop until the employee's PTO balance falls below 500 hours. (Note: employees who are over this balance as of ratification of the 2020 Agreement will be given up to two years to reduce their accrual below 500).

## **ARTICLE 16 – MEDICAL/DENTAL/VISION/ DISABILITY/PRESCRIPTION DRUG/LIFE INSURANCE**

**Section 1** – All benefits and language under this Article shall comply with all requirements of the Affordable Care Act as of the date of ratification of this Agreement and any future requirements of the Act. For the purposes of this Article, the benefits herein shall become effective February 1, 2020.

**Section 2** – The following benefits shall apply to all regular full time and part time employees.

**Section 3** – Health plan coverage will be provided by the Amalgamated national Health Fund for the employees and their dependents. Coverage shall commence the first day of the month following sixty (60) days of employment.

**Benefits Provided to Employees:** Health and Welfare benefits shall be earned in accordance with the terms of this Article.

**Contributions Required Based Upon Hours Worked:** The Employer shall pay the appropriate amounts specified below, each month for each employee who works the minimum hours referenced below during such months to the Amalgamated National Health Fund regardless of whether or not the employee is a member of the Union.

For the purpose of this Article, time actually taken off and compensated (such as a paid meal period, a paid holiday, paid PTO time, etc.) shall be considered as time worked. Such contributions shall be earned in one month and shall be due and payable by the tenth (10<sup>th</sup>) day of the following month. The increased amounts specified below shall be effective with payments due on January 1<sup>st</sup> of each year as indicated:

The amounts are as follows:

	<b>February 1, 2020</b>	<b>January 1, 2021</b>	<b>January 1, 2022</b>
Monthly contributions for Employees with 65 compensable hours or more:			
Employer Contribution	1,206.50	1,242.60	1,279.65
Employee Contribution	63.50	65.40	67.35

Employee spouses and domestic partners who both work for PHSC in the SEIU bargaining unit shall be enrolled under this Section in a single-family healthcare plan. The Employer shall be required to make separate contributions for life and disability insurance to cover only one employee-spouse at the rate of thirty-eight dollars (\$38) per employee per month.

**Section 4** – If an employee is absent from work as a result of an unprotected leave of absence, the Employer will pay its portion of the group medical plan premium for a period of one (1) month. Otherwise, the Employer shall pay its portion of the group medical plan premium in accordance with FMLA/OFLA.

**Section 5** – Any premium decrease shall be shared equally by the parties.

**Section 6** – The Employer is bound by the provisions of the Amalgamated National Health Fund that is made a part of this Agreement by this reference.

**Section 7** – Health Insurance Committee. Starting June 1, 2021, the parties will form a Health Insurance Committee. The Committee will review alternative health insurance options, including a medical insurance plan that provides for tiered rates. The Committee will work to come to agreement on alternative health insurance coverage that reduces the Employer’s cost but maintains similar insurance so that both parties enter negotiations for the 2023 collective bargaining agreement with shared understanding and goals. Part of the Committee’s review will include following up with the Amalgamated National Health Fund over whether it is willing to offer tiered rates.

## **ARTICLE 17 – BEREAVEMENT LEAVE**

**Section 1** – After one hundred eighty (180) days of employment an employee shall be entitled to bereavement leave under the Oregon Family Leave Act as follows:

The employer shall pay any employee claiming bereavement leave for the first 3 days of such leave.

Employees must have worked an average of 25 hours per week during the 180 days immediately preceding the date on which the bereavement leave would begin and are entitled to take a maximum of two (2) weeks of leave per death of a family member, up to a maximum of 12 weeks per leave year. This leave will be counted against the employee's OFLA entitlement. The leave must be completed within 60 days after the date on which the employee receives notice of the death of the family member. Employees are required to provide documented evidence of the death and the family relationship. Family relationship has the same meaning as for other types of OFLA leave. This includes the spouse, biological, adoptive or foster parent or child, grandparent or grandchild, parent-in-law, or a person with whom the employees was in a relationship of in loco parentis (i.e., someone who has a legal responsibility related to parenting). Failure to provide such documentation or falsification of such documentation shall be grounds for termination.

An employee shall not receive bereavement leave pay for any of such days falling on either Sunday or a regularly scheduled day off.

**Section 2** – Employees claiming bereavement pay shall cause the Employer to be notified of their intended absence prior to the commencement of his/her regular work shift following the time of death.

## **ARTICLE 18 – JURY DUTY**

**Section 1** – Should an employee be called to jury duty after sixty (60) days employment, he/she shall continue to receive pay in the amount necessary to make up the difference between pay received for jury duty and his/her regular daily wages, provided that an employee who is released from jury duty prior to the time his/her regular shift at the plant would normally terminate, shall report to the Employer in person or by telephone, and if requested, and if he/she has sufficient time to change his/her clothes, shall return to work to complete his/her normal shift.

**Section 2** – The employee shall provide to the Employer written documentation indicating jury duty pay received and their time of release for each day the employee serves jury duty. Payment of regular wages shall not be provided for any day(s) for which documentation is not provided.

## **ARTICLE 19 – PLANT SAFETY**

**Section 1** – The elimination of accidents and injury to employees is of major importance to Employer, employee and Unions. It is the policy of the Employer that there shall be safe working conditions and that its employees shall follow safe working practices during the hours of their employment.

**Section 2** – The parties acknowledge the existence of a plant safety committee consisting of representatives of both labor and management. The Union shall participate in the selection of labor members and in monthly safety meetings.

## **ARTICLE 20 – EMERGENCY RESPONSE**

**Section 1** – In the interest of maintaining essential services to the healthcare community, the employer may elect to implement a special staffing and wage plan to guarantee continued services and availability of staff. The employer will determine the operational requirements and plan resources accordingly. This plan will be implemented at the sole discretion of the employer and shall only be implemented in the event of National, State or Community emergencies which have an impact on the employer’s customer base or facilities for which the employer has reciprocal agreements. Such emergencies may include but are not limited to pandemics, earthquakes, floods, volcanic eruption, plane crash, civil unrest or the like.

**Section 2** – The employer shall maintain a list of employees who have determined they are likely to have the ability to work extended periods of time in such an emergency situation. Staff who fail to honor this availability shall not be paid at the rates listed herein.

**Section 3** – When the Emergency Response Plan is implemented, employees will be compensated the first twelve (12) hours following the end of a regular shift at one and a half (1.5) times their regular rate of pay. In the second twelve (12) hours following the end of a regular shift, employees will be compensated at two (2) times their regular rate of pay. During the third (3<sup>rd</sup>) twelve hours following the end of a regular shift and thereafter, employees shall be compensated at three (3) times their regular rate of pay. Those employees reporting to work for a regularly scheduled shift during the emergency shall be compensated at their regular rate of pay.

Such rates shall not apply to PTO time. These rates shall apply during the extended hours an employee remains on site.

**Section 4** – The employer shall determine what job classifications and the number of employees which are necessary to maintain essential services. Only those employees who are listed on the Emergency Response Volunteer List shall be considered for such service and shall be assigned and scheduled based on seniority.

The stated overtime compensation levels shall be used only for emergencies as defined in the first paragraph of this Article.

## **ARTICLE 21 - OTHER AGREEMENTS**

**Section 1** – The Employer shall provide clean and sanitary washroom and toilet facilities; proper first aid equipment; a bulletin board for the posting of communications in a location available to all employees; and a clean, sanitary lunch area with sufficient room for all employees or operate under a split lunch system so that all employees eating during a single lunch period have an individual lunch place. The Employer will not enter into any individual agreements with employees. When the Employer demands the wearing of special clothing or equipment, other than ordinary street clothes, the Employer shall furnish such clothing or equipment. This does not include clothing of a particular color.

## **ARTICLE 22 - PENSION**

**Section 1** – The Portland Hospital Services Corporation Employees Retirement Plan will be maintained on behalf of employees who are qualified to participate in accordance with its terms. A summary is attached hereto as Addendum A.

## **ARTICLE 23 - ACCESS OF UNION BUSINESS REPRESENTATIVES**

**Section 1** – Duly-authorized representatives of the Union shall, upon reporting to the administrative office, be permitted at all reasonable times to enter the laundry operated by the Employer for the purpose of representing employees covered by their Agreement and observing conditions under which employees are employed; provided, however, that no interference with the work of employees or interruption of normal laundry operations shall result. Permission must be obtained from the appropriate department head prior to removing an employee from his/her position during their working hours.

Representation of employees covered by this Agreement shall not be construed to include organizational efforts during employees' work time. The Employer shall make reasonable effort to make employees available for the purpose of investigation of disputes which arise under the terms of this Agreement.

## **ARTICLE 24 - SUCCESSORS**

This Agreement shall be binding upon the parties and their successors. In the event the Employer's business is sold, transferred or merged as a continuing business such business shall continue to be subject to the terms and conditions of the Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, assignee, etc., of the business.

## **ARTICLE 25 - COMPLETE AGREEMENT**

It is agreed that during the negotiation leading to the execution of this agreement, the Union and the Employer have had a full and complete opportunity to submit and discuss all items appropriate to the collective bargaining process.

Upon the execution/ratification of this agreement, both parties acknowledge that any grievance settlements entered into before January 1, 2020, and any unwritten prior practices and understandings, are not incorporated into this agreement, are excluded, and not a part of any agreement between the Employer and the Union. The parties further agree that any new agreements must be in writing and signed by both parties.

## **ARTICLE 26 - SAVINGS CLAUSE**

**Section 1** – Should any Article or provision of this Agreement be illegal or unconstitutional, the remainder of the Agreement shall remain in full force and effect. The parties shall meet immediately to renegotiate the invalidated provision. Such illegal or unconstitutional clause shall be enforced or performed except to the extent prohibited by law until the invalidated clause is renegotiated by the parties. Both parties agree to construe any provisions deemed to be contrary to the law as closely to its bargained-for purposes permissible by law and to agree on a

revised provision that as closely as legally possible mirrors the purpose of such invalidated provision(s). If the parties cannot agree, the matter shall be referred to an arbiter as provided in Article II who shall have authority to legislate and appropriate provision according to the intent of this Section.

**ARTICLE 27 – DURATION AND TERM OF AGREEMENT**


**Section 1** – This Agreement shall be in effect from January 1, 2020 to December 31, 2022, and shall continue in effect year to year thereafter unless either party shall give to the other party a written notice of intention to terminate or modify such Agreement. Such notice shall be given at least sixty (60) days prior to the expiration date of this Agreement, or any subsequent anniversary of said date.

**Section 2** – This Agreement made this 1st day of 2020 between SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 49 and PORTLAND HOSPITAL SERVICE CORPORATION, and shall remain in full force and effect until December 31, 2022, and it is agreed that each and all of the parties signatory hereto are parties hereto, jointly and/or severally and that this Agreement may be enforced by said signatories hereto.

**PORTLAND HOSPITAL  
SERVICE CORPORATION**

By:   
James Thompson  
General Manager

**FOR THE UNION**

By:   
Meg Niemi  
President, SEIU Local 49

Union Bargaining Team Members

Teresita Arias  
Zijada Agic  
Angelica Chavez  
Hector Garcia

Staff

Maxine Bachelder  
Casey Filice

## **ADDENDUM A – PENSION**

The Employer will make sufficient contributions to provide a benefit for past and future service of Nine and 50/100 Dollars (\$9.50) per month for each year of service rendered prior to July 1, 1983. Past service credit will be allowed to the employee's date of seniority. The benefit for service rendered between July 1, 1983, and December 31, 1986, shall be Ten Dollars (\$10) per month for each year of service.

**Section 2** – Effective January 1, 1987, the Employer will make pension contributions to provide a benefit of Eleven Dollars (\$11.00) per month for each year of service rendered subsequent to January 1, 1987.

**Section 3** – Effective July 1, 1988, the Employer will increase pension contributions to provide a benefit of Twelve Dollars (\$12.00) per month for each year of service rendered subsequent to July 1, 1988. The benefit for service rendered between January 1, 1987, and June 30, 1988, shall be Eleven Dollars (\$11.00) per month for each year of service.

**Section 4** – Effective July 1, 1990, the Employer will increase pension contributions to provide a benefit of Thirteen Dollars (\$13.00) per month for each year of service rendered subsequent to July 1, 1990. The benefit for service rendered between July 1, 1988, and June 30, 1990, shall be Twelve Dollars (\$12.00) per month for each year of service.

**Section 5** – Effective January 1, 1993, the Employer will increase pension contributions to provide a benefit of Fourteen Dollars (\$14.00) per month for each year of service rendered subsequent to January 1, 1993. The benefit for service rendered between July 1, 1990, and December 31, 1992, shall be Thirteen Dollars (\$13.00) per month for each year of service.

**Section 6** – Effective July 1, 1993, the Employer will increase pension contributions to provide a benefit of Fifteen Dollars (\$15.00) per month for each year of service rendered subsequent to July 1, 1993. The benefit for service rendered between January 1, 1993 and June 30, 1993 shall be Fourteen Dollars (\$14.00) per month for each year of service.

**Section 7** – Effective July 1, 1994, the Employer will increase pension contributions to provide a benefit of Sixteen Dollars (\$16.00) per month for each year of service rendered subsequent to July 1, 1994. The benefit for service rendered between July 1, 1993 and June 30, 1994 shall be Fifteen Dollars (\$15.00) per month for each year of service.

**Section 8** – Effective July 1, 1995, the Employer will increase premium contributions to provide a benefit of Seventeen Dollars (\$17.00) per month for each year of service rendered subsequent to July 1, 1995. The benefit for service rendered between July 1, 1994 and June 30, 1995 shall be Sixteen Dollars (\$16.00) per month for each year of service.

**Section 9** – Effective July 1, 1996, the Employer will increase premium contributions to provide a benefit of Eighteen Dollars (\$18.00) per month for each year of service rendered subsequent to July 1, 1996. The benefit for service rendered between July 1, 1995 and June 30, 1996 shall be Seventeen Dollars (\$17.00) per month for each year of service.

**Section 10** – Effective July 1, 1997, the Employer will increase premium contributions to provide a benefit of Nineteen Dollars (\$19.00) per month for each year of service rendered subsequent to July 1, 1997. The benefit for service rendered between July 1, 1996 and June 30, 1997 shall be Eighteen Dollars (\$18.00) per month for each year of service.

**Section 11** – Effective July 1, 1998, the Employer will increase premium contributions to provide a benefit of Twenty Dollars (\$20.00) per month for each year of service rendered subsequent to July 1, 1998. The benefit for service rendered between July 1, 1997 and June 30, 1998 shall be Nineteen Dollars (\$19.00) per month for each year of service.

**Section 12** – Effective July 1, 2000, the Employer will increase premium contributions to provide a benefit of Twenty-one Dollars (\$21.00) per month for each year of service rendered subsequent to July 1, 2000. The benefit for service rendered between July 1, 1998 and June 30, 2000 shall be Twenty Dollars (\$20.00) per month for each year of service.

**Section 13** – Effective July 1, 2002, the Employer will increase premium contributions to provide a benefit of Twenty-Two Dollars (\$22.00) per month for each year of service rendered subsequent to July 1, 2002. The benefit for each year of service rendered between July 1, 2000 and June 30, 2002 shall be Twenty-One Dollars (\$21.00) per month for each year of service.

**Section 14** – Effective July 1, 2003, the Employer will increase premium contributions to provide a benefit of Twenty-Three Dollars (\$23.00) per month for each year of service rendered subsequent to July 1, 2003. The benefit for each year of service rendered between July 1, 2002 and June 30, 2003 shall be Twenty-One Dollars (\$22.00) per month for each year of service.

**Section 15** – Effective July 1, 2004, the Employer will increase premium contributions to provide a benefit of Twenty-Four Dollars (\$24.00) per month for each year of service rendered subsequent to July 1, 2004. The benefit for each year of service rendered between July 1, 2003 and June 30, 2004 shall be Twenty-One Dollars (\$21.00) per month for each year of service.

**Section 16** – Effective July 1, 2005, the Employer will increase premium contributions to provide a benefit of Twenty-Six Dollars (\$26.00) per month for each year of service rendered subsequent to July 1, 2005. The benefit for each year of service rendered between July 1, 2004 and June 30, 2005 shall be Twenty-Four Dollars (\$24.00) per month for each year of service.

**Section 17** – Effective July 1, 2006, the Employer will increase premium contributions to provide a benefit of Twenty-Eight Dollars (\$28.00) per month for each year of service rendered subsequent to July 1, 2006. The benefit for each year of service rendered between July 1, 2005 and June 30, 2006 shall be Twenty-Six Dollars (\$26.00) per month for each year of service.

**Section 18** – Effective July 1, 2007, the Employer will increase premium contributions to provide a benefit of Thirty Dollars (\$30.00) per month for each year of service rendered subsequent to July 1, 2007. The benefit for each year of service rendered between July 1, 2006 and June 30, 2007 shall be Twenty-Eight Dollars (\$28.00) per month for each year of service.

**Section 19** – Effective July 1, 2008, the employer will make contributions equivalent to those stated in Section 18 above.

**Section 20** – Effective July 1, 2009, the employer will increase premium contributions to provide a benefit of Thirty-Three Dollars (\$33.00) per month for each year of service rendered



subsequent to July 1, 2009. The benefit for each year of service rendered between July 1, 2008 and June 30, 2009 shall be Thirty Dollars (\$30.00) per month for each year of service.

**Section 21** – Effective July 1, 2010, the employer will continue to make premium contributions to provide a benefit of Thirty-Six Dollars (\$36.00) per month for each year of service rendered subsequent to July 1, 2010. The benefit for each year of service rendered between July 1, 2009 and June 30, 2010 shall be Thirty-Three Dollars (\$33.00) per month for each year of service.

**Section 22** – Effective July 1, 2011, the employer will make premium contributions equivalent to those stated in Section 21 above.

**Section 23** – Effective July 1, 2012, the employer will make premium contributions equivalent to those stated in Section 21 above.

**Section 24** – Effective July 1, 2013, the employer will make premium contributions to provide a benefit of Thirty-Six Dollars and Seventy-Five Cents (\$36.75) per month for each year of service rendered subsequent to July 1, 2013. The benefit for each year of service rendered between July 1, 2012 and June 30, 2013 shall be Thirty-Six Dollars (\$36.00) per month for each year of service.

**Section 25** – Effective July 1, 2014, the employer will make premium contributions to provide a benefit of Thirty-Seven Dollars and Zero Cents (\$37.00) per month for each year of service rendered subsequent to July 1, 2014. The benefit for each year of service rendered between July 1, 2013 and June 30, 2014 shall be Thirty-Six Dollars and Seventy-Five Cents (\$36.75) per month for each year of service.

**Section 26** – Effective July 1, 2015, the employer will make premium contributions to provide a benefit of Thirty-Seven Dollars and Twenty-Five Cents (\$37.25) per month for each year of service rendered subsequent to July 1, 2015. The benefit for each year of service rendered between July 1, 2014 and June 30, 2015 shall be Thirty-Seven Dollars (\$37.00) per month for each year of service.

**Section 27** – Effective July 1, 2016, the employer will make premium contributions to provide a benefit of Thirty-Seven Dollars and Fifty Cents (\$37.50) per month for each year of service rendered subsequent to July 1, 2016. The benefit for each year of service rendered between July 1, 2015 and June 30, 2016 shall be Thirty-Seven Dollars and Twenty-Five Cents (\$37.25) per month for each year of service.

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