

COLLECTIVE BARGAINING AGREEMENT

between

MANOR MANAGEMENT
AT YAPOAH TERRACE



SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 49

in effect from

OCTOBER 1, 2021

— *through* —

SEPTEMBER 30, 2023

3536 SE 26TH AVE PORTLAND, OR 97202



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**AGREEMENT
BETWEEN**

**MANOR MANAGEMENT SERVICES
dba YA PO AH TERRACE
&
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 49
(SEIU, LOCAL 49)**

This Agreement, made and entered into on this 1st day of **October, 2021**, by and between MANOR MANAGEMENT SERVICES dba YA PO AH TERRACE, hereinafter designated as the Employer, and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 49 of Portland, Oregon, hereinafter designated as the Union, on behalf of the employees of employer, for the purposes of governing their mutual business relations, as follows:

ARTICLE 1 – RECOGNITION

Section 1.1: The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the employment of all persons coming under the jurisdiction of SEIU Local 49 with respect to wages, hours, working conditions, adjustment of grievances rising under the contract and all other pertinent matters.

ARTICLE 2 – UNION SECURITY

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

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

1. The Union will supply the Employer with payroll deduction authorization cards for the payroll deduction of Union dues as specified by the President of the Union. Employees electing to contribute to the Committee on Political Education (COPE) shall require a separate authorization for this deduction.
2. Each new employee, within thirty-one (31) days of hire, shall authorize the Employer to make such deductions as is appropriate from **their** pay. In cases where the Employer has failed to submit within thirty-one (31) days of employment, a payroll deduction authorization from an employee and failed to report the matter to the Union, the Union will then hold the Employer liable.

The parties acknowledge and agree that the term “authorize” 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.

3. **Moneys 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 address (if available), wages, social security number or unique identifier, primary phone number, language preference (if available), hire date, shift and primary worksite.**
4. This information will also be provided on computer disc in Microsoft Excel format. Late payments will be assessed a fee of one percent (1%) per month.

ARTICLE 3 – HIRING

Section 3.1: In the interest of maintaining an efficient system of production in the industry, providing orderly procedure of referral of applicants for employment, preserving the legitimate interest of employees in their employment status in the areas and 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: The Employer agrees to notify the Union of the names and addresses of new hires within the first payroll period. **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 sufficiency and 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.

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

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

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

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

Section 3.8: It is the policy of the Union and the Employer not to discriminate against any employee covered under current Federal or State Law that meets the definition of a "Protected Class."

Section 3.9: It is the basic objective of all parties of the agreement that safe working conditions be maintained. Toward that end, the Employer and the Safety Committee will promote safe working conditions and other reasonable provisions for the safety and health of employees.

The Employer agrees to have one employee covered by this Agreement on the Safety Committee.

ARTICLE 4 – HOLIDAYS

Section 4.1: All employees shall receive the following holiday with pay regardless of the day of the week they fall on: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, employee's birthday, one (1) unpaid leave day, and Thanksgiving Day after or Veteran's Day.

Section 4.2: All regular employees shall be paid the above holidays based upon hours normally performed by them at their regular rate of pay. Employees working holidays shall be paid for all hours worked at double time, unless they choose to take an additional day off in accordance with the procedures outlined in the paragraph below. An employee, to be eligible for holiday pay, is one who has been employed for sixty (60) days or more. Employees not working holidays shall be paid straight time at their regular rate of pay. Employees must successfully complete probation to be considered regular employees.

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. Employees may choose between being paid double time for all hours worked or taking one additional day off with pay for every holiday worked. If the employee chooses to take off an additional day, that day shall be taken within 120 days of the holiday worked. Employees shall inform the Employer of the day they intend to use their additional day off within five (5) working days of the holiday worked. If an employee fails to take an additional day off within 120 days, he or she shall be paid for the holiday worked.

Section 4.3: The personal leave day, if taken by the employee, shall be taken without pay. The employee shall give the Employer not less than 14 days' notice prior to the requested day off.

ARTICLE 5 – VACATIONS

Section 5.1: All employees who have been continuously in the employ of the Employer for a period of at least one (1) year shall receive ten (10) days vacation with pay each year based upon the average hours worked and the rate of pay on the date the vacation is taken.

Employees with five (5) or more years of service shall receive fifteen (15) days vacation with pay each year.

Employees with eleven (11) years of service shall receive sixteen (16) days' vacation with pay each year.

Employees with twelve (12) years of service shall receive seventeen (17) days' vacation with pay each year.

Employees with thirteen (13) years of service shall receive eighteen (18) days' vacation with pay each year.

Employees with fourteen (14) years of service shall receive nineteen (19) days' vacation with pay each year.

Employees with fifteen (15) or more years of service shall receive twenty (20) days' vacation with pay each year.

Section 5.2: Any employee who is terminated "just cause" prior to the completion of the first full year of employment shall not qualify for vacation pay.

Section 5.3: Any employee who is laid off shall receive vacation pay pro-rated after one full year of employment.

Section 5.4: Vacations shall be accorded based upon length of continuous employment with the Employer. No two employees under this contract will take vacations at the same time without written approval from the Employer. Senior employee has first and second week preference for vacation if the request is submitted prior to January 31st of each year. Thereafter, vacation will be scheduled on a first come, first served basis. All requests for vacation will be submitted not less than thirty (30) days prior to the requested time off.

Section 5.5: Vacation time shall be utilized within one year of accrual.

ARTICLE 6 – HOURS OF WORK

Section 6.1: Eight (8) hours within an eight and one-half (8 1/2) hour period shall constitute a day's work for the day shift and eight (8) hours including a thirty minute lunch break shall constitute a day's work for the evening and night shift. Forty (40) hours shall constitute a week's work. Work in excess of eight hours in any one (1) day or forty (40) hours in one week shall be paid at an overtime rate of time and one-half (1 1/2). So far as practicable for the forty (40) hour week, work shall be performed in five (5) consecutive days. If the job requires the sixth (6th) day, it must be approved by the Employer, employee, and the Union. No employee will be called in for less than four (4) hours in any one (1) day. In case of emergency, an employee call back to work shall receive a guarantee of at least two (2) hours work at the overtime rate of pay.

NOTE: Ten (10) hour days may be considered in the future. The Employer, employees, and the Union will negotiate contract language at that time.

Section 6.2: No pyramiding or duplicating of overtime is allowed by operation of Section 6.1 described above.

Section 6.3: Overtime assignments will be made by seniority and qualification within the Maintenance Department. If the Senior employee(s) decline(s) the overtime work, the junior qualified employee shall be required to work. All overtime must be authorized in advance by the Employer. All overtime work will be paid at the rate of time and one-half (1 1/2) of the rate paid to the classification.

Section 6.4: Employees will not be contacted outside of their assigned hours of work except in the case of a bona fide emergency, unless an agreement is in place between the employee

and Employer that remunerates the employee for being in on-call status outside of their regular work hours.

ARTICLE 7 – HOSPITAL - MEDICAL - DENTAL

Section 7.1: The Employer agrees to pay 100% of the premium for all eligible employees for the SEIU **Health and Welfare Fund's** medical, **dental and vision** insurance **for employee-only coverage**. Should the cost of the medical, dental **and** vision program increase by more than fifteen percent (15%) during any one year period, the costs in excess of 15% will be split between Employer and Employee on a 75%-25% basis.

Section 7.2: An employee to be eligible for the medical-hospital-dental-vision program must have worked for at least thirty (30) days for the Employer. Eligibility for the program requires that the employee work at least eighty (80) hours in the previous month for coverage in the succeeding month.

Section 7.3: The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that Agreement, including collection policies. 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 7.4: The parties acknowledge that the required contribution rate(s) for benefit plans and additional benefits provided by the Fund may change because of plan experience and other actuarial considerations and that the Trustees may, at any time and at their exclusive discretion, determine the rates required to maintain the level of benefits agreed to by the parties. Notwithstanding the forgoing, the Trustees will generally only increase the required cost of coverage effective as of the collective bargaining agreement anniversary date each year after the effective date of this Agreement. In the event such rates determined by the Trustees are greater than the rate provided for herein, the Employer agrees to pay, effective on or after receipt of notice from the Trustees of any required change, the higher amount as though such rate had been specified herein. The parties acknowledge that if the Employer fails to pay the rates required to maintain the current level of benefits, the Trustees have the right to reassign the employees covered by this Agreement and their eligible dependents to such different benefit plan with or without prescription or dental and vision benefits as are, in the aggregate, supported by the contribution rate in effect the subsequent twelve months.

Section 7.5: 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 data as may be required by the Fund's Administrator.

Section 7.6: The Employer agrees to permit auditors authorized by the Fund to inspect and review any of its records necessary to ensure compliance with this Agreement and to forward such records or true copies thereof to the Fund's auditors upon request.

ARTICLE 8 – SICK LEAVE

Section 8.1: Any full-time employees employed for more than ninety (90) days shall receive one (1) sick leave day per month. The Employer may require a written directive from the treating medical provider for additional sick leave. Employees may accumulate sick leave up to forty-five (45) days total.

Section 8.2: 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 “just cause” shall not receive any accumulated balance.

Section 8.3: Employees with three (3) or more years of service shall be allowed to utilize twenty five percent (25%) of the previous year’s unused sick leave for additional equivalent paid time off up to two (2) days maximum each year.

ARTICLE 9 – LIFE INSURANCE AND WELFARE

Section 9.1: In addition to the medical-hospital-dental coverage, the Employer agrees to pay the sum of \$14.00 per month per eligible employee to the Service Employees Insurance Trust on or before the tenth (10th) day of each month. To be eligible for coverage under the life insurance and welfare program, an employee must have worked at least thirty days for the Employer. Eligibility for the program shall require that the employee worked at least eighty (80) hours in the previous month for coverage in the succeeding month.

Section 9.2: The Employer agrees to comply with the trust agreement to provide the established benefits; the trust agreement is hereby made a part of this agreement.

Section 9.3: Each party to this Agreement shall receive a copy of the current trust agreement and a copy of any changes by the trustees. The Employer, subject to the terms and provisions contained in the subsections of said trust agreement, agrees to act in good faith in the establishment of employee eligibility for benefits.

Section 9.4: The Employer agrees to abide by such rules as may be established by the trustees of said trust fund.

Section 9.5: The Employer will pay for any increase to the cost of the life insurance and welfare program. Should the combined cost of the medical-dental/vision program and the life insurance and welfare program increase by more than fifteen percent (15%) during any one-year period, the costs in excess of 15% will be split between Employer and Employee on a 75%-25% basis.

ARTICLE 10 – 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. The Employer shall furnish the Union with a certificate or letter of proof that this coverage is in effect and agrees to notify the Union immediately in case of cancellation or modification of said insurance.

ARTICLE 11 – PENSION

Section 11.1: The Union and Trustees assert that Manor Management is legally obligated to continue its participation in the Service Employees International Union National Industry Pension Fund (NIPF). Effective on the 1st day of July, 2017, the Employer shall pay into the Service Employees Pension Trust one dollar and twenty cents (\$1.20) for each and every compensable hour worked by the Employee which includes overtime, paid holidays, vacations, and sick leave.

Section 11.2: 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.

Section 11.3 - Employer is Signatory to the Service Employees International Union National Industry Pension Fund.

Section 11.4 - Coverage - The Employer agrees to make periodic contributions on behalf of all employees covered by this Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund (“Fund”) in the amounts specified in Section 11.1 above.

Section 11.5 – Term - The Employer agrees to become and remain a participating Employer in the Fund throughout the term of this Collective Bargaining Agreement, including any extensions thereof.

Section 11.6 - Trust Agreement - The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that Agreement, including collection policies, receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund’s Board of Trustees, or their duly selected successor(s), as its representatives on the Board.

Section 11.7 - Cooperation - The Employer and Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature, and other documents supplied by the Fund Administrator and in obtaining and providing such census and other data as may be required by the Fund’s Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retirement Income Security Act.

Section 11.8 - Approval by Trustees - The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided. Termination may be directed by the Trustees for

reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

ARTICLE 12 – 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 Lane County 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: No employee shall be required to furnish any tools or equipment to perform their duties. Employees, however, shall be responsible for replacing tools which they have lost or misused (whether misuse requires replacement or repair of the tool). The employee's liability, however, shall be furthermore conditioned upon the Employer establishing a procedure which at all times reasonably accounts for the chain of custody of the tools of the Employer. **The Employer will utilize the radios and company phone provided by the Employer to communicate with employees while they are on duty and in possession of a radio or company phone. The Employer will only utilize employee's personal cell phones to communicate with employees when utilizing the radio or company phone is not an option.**

Section 12.4: Uniforms, if required, shall be furnished, laundered, and kept in repair by the Employer. **The Employer will use a union vendor for uniforms unless the Employer can show that the union vendor is unable to provide the necessary service, or if the difference in cost between a union and non-union vendor is significant enough to make use of a union vendor cost prohibitive.**

Section 12.5: The Union may appoint a Job Steward, who as union representative shall have the right to contact employees at work regarding matters affecting this Agreement during the employee's break and/or meal times, or other off duty times. The Employer shall not discriminate or retaliate against the Job Steward.

Section 12.6: The Employer shall employ members of the Union on an hourly basis only. Any employee who as part of the regular work schedule performs work in a higher paid classification for two or more hours shall be paid the higher rate of pay for time spent working in the classification.

Section 12.7: It is agreed that where a person is either suspended or expelled from the Union, the Employer agrees to terminate such employee within forty-eight (48) hours of said notice from the Union, provided said request for suspension is in conformity with the text of the Labor-Management Relations Action, 1947, as amended.

Section 12.8: The employee shall not be liable for any accidental damage to equipment or customer's property, or except in cases of employee carelessness deliberate act.

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 such length as to adversely affect the performance of the employees' duties. Where an employee is working behind locked doors, advance arrangements 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 13 – LEAVE OF ABSENCE

Section 13.1: In the case of a pregnancy, leave shall be granted upon request of the employee, or at such time as leave is mandatory under any applicable law. The Employee shall notify Employer, as soon as practical and upon medical confirmation, that said employee is pregnant.

Section 13.2: Employees may be granted thirty (30) days leave of absence for personal reasons, subject to the Employer's approval. An extension of thirty (30) days may be requested if in writing and request will be subject to the Employer's approval.

Section 13.3: Leave of absence shall be allowed in case of accident or illness for a period of time the injury requires, up to a maximum of one (1) year, subject to medical verification.

Section 13.4: Any employee returning from a leave of absence shall give the Employer no less than thirty (30) days notice of the date they are able to return to work. This time period may be reduced by the Employer.

ARTICLE 14 – FUNERAL AND BEREAVEMENT LEAVE

Section 14.1: An employee shall be eligible for up to four (4) days off with pay on the occasion of the death of a member of the employee's immediate family. Immediate family shall consist of parents, spouse, children, brother, sister, grandchildren, grandparents, or domestic partner (for these purposes "step" relations in the above group shall be included). If more than four (4) working days absence is required, an employee may request and shall receive a leave of absence

without pay for up to **six (6)** additional days or with **six (6)** days **sick or** vacation time as available. Advance notice to the Employer is required.

ARTICLE 15 – JURY DUTY

Section 15.1: Employees called for jury duty will be excused from work in days which they serve and shall receive for each day time pay less the amount of jury pay. The employee shall report immediately 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 16 – SCHEDULE POSTING

Section 16.1: A monthly schedule of starting times and quitting times and days off for employees shall be posted by the first of each month. Schedules shall be subject to the Employer's right to modify the work schedule as needed to adequately handle staffing needs in case of illness, emergency, or unforeseen circumstance.

Section 16.2: When an employee requests vacation or other time off in advance, the Employer will post a Coverage Sign-Up Sheet in the maintenance office with the days and hours that need to be covered. Employees may sign up for shifts they are available to cover. If more than one employee signs up to cover a given shift, the shift will be assigned to the most-senior employee. If no employees sign up for a shift that needs to be covered, the least-senior employee who is not already working on that day will be assigned to work the shift.

ARTICLE 17 – REST PERIODS

Section 17.1: Employees are entitled to one (1) fifteen (15) minute rest period with pay for each four (4) hours of work or major portion thereof. If called to work on their lunch period, **evening and night shift** employees shall be allowed to complete their lunch period later that shift. **Day shift employees shall be allowed to start their lunch period over from the beginning later that shift if they are called to work during their lunch period.**

ARTICLE 18 – SETTLEMENT OF DISPUTES

Section 18.1: 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 18.2: 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 18.3: 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 complaint is not satisfactorily settled within two (2) working days, the employee shall complete and sign a written complaint and forward the grievance to the next step in the procedure.

Step 2: The Union Representative and the Employer or any such 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 18.4: 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 18.5: 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 18.6: 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 19 – WAGES, CLASSIFICATION, AND SENIORITY

Section 19.1: The minimum wage scale will be as follows:

	<u>rate</u>	<u>rate</u>
Classification	10/1/2021	10/1/2022
Maintenance Mechanic	\$25.70	\$26.52*
Custodian	\$17.63	\$18.19*
Lead	\$28.22	\$29.13*

* Based on the Operating Cost Adjustment Factor (OCAF) for Oregon as determined by the U.S. Department of Housing and Urban Development (HUD) for 2022 of 3.2%.

Section 19.1-A: The Employer shall make available to employees covered under this Agreement any existing or newly established 401/457K type plan that it offers to any other employees at Ya Po Ah Terrace. It is understood that this is for the employees' voluntary participation.

Section 19.2: The Employer and the Union recognize the principal of seniority in the matter of promotions or reductions in force (layoff) provided relative qualifications are equal in the Employer's discretion and evaluation. The Employer shall act in good faith.

Section 19.3: Seniority shall date from the employee's last employment by the Employer. Seniority will be considered first by classification. In case of layoffs, the following procedure shall be utilized:

1. First, volunteers within the classification.
2. Thereafter, on the basis of seniority provided qualifications are equal.

Section 19.4: In the event of shift reductions by classification, the senior employee may assume the duties of a less senior employee within his/her classification. If a position is no longer available, the employee may exercise their company seniority to replace any employee within bargaining unit with less seniority on any job for which they are qualified. Any employee who chooses to take another classification shall assume the rate of pay of that classification.

Section 19.5: In the event of a reduction in force, the Employer in its sole discretion may assign an employee work in more than one classification. If so employed, the employee shall receive the applicable wage scale for the job(s) performed. This section does not apply to the classification lead person.

Section 19.6: Job posting – job vacancies within the bargaining unit shall be posted by the Employer in the shop area. Job openings will be posted for a minimum of five (5) days. During this period, the interested employees shall sign the posting. Where all applicants are relatively equal, the senior applicant will be selected.

Section 19.7: During the first thirty (30) days after an employee assumes a new job, the Employer or the employee may choose to return the employee to the old classification. There will be no loss of seniority and they will return to their previous hourly rate of pay as soon as adequate coverage can be arranged.

Section 19.8: New hire and classification shift starting rates shall be as follows:

Starting rate	95% of top rate
After 90 days	100% of top rate

New hire rates shall be no less than minimum wage plus twenty-five cents (\$0.25) per hour.

New hire rates plus classification shifts will start/restart the new hire percentages for that employee.

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

ARTICLE 20 – CONDITIONS FOR MODIFICATIONS

Section 20.1: Because the Manor Management Services dba Ya Po Ah Terrace’s gross income is controlled by agreement with the U.S. Department of Housing and Urban Development, and if approved income makes it unduly burdensome to meet obligations as proposed herein, the Employer shall have the option to open this Agreement for renegotiations.

Section 20.2: If any provision or the enforcement or performance of any provision of the Agreement is or shall at any time be held contrary to law or to HUD requirement/rule, then such provision shall not be applicable or enforced or performed except to the extent permitted by law or HUD requirement/rule. Both parties agree to construe any provisions held to be contrary to the law or HUD requirement/rule as closely to its bargained-for purposes permissible by law or HUD requirement/rule and to agree on a revised provision that as closely as legally possible mirrors the purpose of such invalidated provision(s). If any provision of this Agreement shall be held illegal or of no legal or HUD regulatory effect, the remainder of this Agreement shall not be affected thereby.

ARTICLE 21 – SAFETY AND HEALTH

It is the basic objective of both parties to the Agreement that safe working conditions shall be maintained. Toward that end, the Employer and Safety Committee, will promote safe working conditions, and make other reasonable provisions for the safety and health of employees.

The employer agrees to have one employee from Union on the Safety Committee, whose jobs are applicable to Safety Committee work.

ARTICLE 22 – STUDENT EMPLOYEES

Section 22.1 – In order to qualify under this provision, student employees must have been full time students during the semester or term before hiring or will be the next semester. Student employees will be subject to the following provisions:

Section 22.2 – Student employees will not work more than 520 hours per year.

Section 22.3 – Student employees will not work hours that would have otherwise been worked by regular employees. Staffing levels and/or hours of regular employees will not be reduced as a result of the use of student employees. This provision is not intended to prohibit student employees from working in weeks in which regular employees are scheduled for vacation, out sick, etc.

Section 22.4 – Student employees will be recognized as bargaining unit members, and as such will pay union dues and be paid in accordance with the union wage scale set forth in Article 19.

Section 22.5 – Student employees will not qualify for health and welfare benefits.

Section 22.6 – Student employees are temporary employees and as such will not have pension contributions made on their behalf, unless they work or are compensated for one thousand (1,000) hours or more during the twelve month period beginning with the student employee’s date of hire. If a student employee does not work or is not compensated for one thousand (1,000) hours during his or her first year of employment, the computation period shall be based on the calendar year beginning after the end of his or her first year of employment. Thereafter, contributions shall be made for such employee for all hours paid irrespective of whether the hours worked exceeds one thousand (1,000) hours in subsequent years. Until contributions are required to be made for such student employee pursuant to the terms of this provision, the student employee shall not be deemed to be a covered employee working in covered employment within the meaning of the SEIU National Industry Pension Fund. All student employees who previously were participants in the pension plan sponsored by the Employer or its predecessor by virtue of having one thousand (1,000) or more hours of service with the Employer or predecessor shall be deemed to be participants under the SEIU National Industry Pension Fund and have contributions made on their behalf to the Fund for all paid hours without the necessity of meeting any additional eligibility requirement.

ARTICLE 23 – TERM OF AGREEMENT

Section 23.1: The Agreement shall be in full force and effect for the period from **October 1, 2021** to September 30th, 2023 and thereafter 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 paragraphs herein, at least sixty (60) days prior to October 1st of any year.

Signed this _____ day of _____, 20__.

Employer:
Manor Management Services
dba Ya Po Ah Terrace

Greg Franks, President

Union:
Service Employees International Union, Local 49

Meg Niemi, President
Reed Gilchrist

Anna Roberts, Internal Organizer
Paul Niblett