

Manor Management Services Inc.

(dba Union Labor Retirement Association)

WORKING AGREEMENT

With

I.U.P.A.T. DISTRICT COUNCIL NO. 5

PAINTERS LOCAL NO. 10

November 1, 2023, through October 31, 2026

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PREAMBLE

This Agreement made and entered into this first (1st) day of November 2023 by and between MANOR MANAGEMENT SERVICES, INC., hereinafter referred to as the **Employer**, and I.U.P.A.T. DISTRICT COUNCIL NO. 5 PAINTERS LOCAL NO. 10, hereinafter referred to as the **Union**, for the purpose of fixing general rules and regulations between the Employer and the Union and to clearly define the mutual obligations between the parties hereto.

ARTICLE 1 **UNION RECOGNITION**

- 1.1 The Employer recognizes the Union as the collective bargaining agent for all of the maintenance painters employed in its operation.

ARTICLE 2 **VACANCIES**

- 2.1 The Employer agrees to notify the Union whenever vacancies occur or when additional maintenance painters are required. The Union shall have forty-eight (48) hours (excluding Saturday and Sunday) to furnish competent help.

ARTICLE 3 **HOURS OF WORK**

- 3.1 Eight (8) hours shall constitute a day's work. Five (5) consecutive days shall constitute a workweek. All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be overtime and shall be paid at one and one half (1½) times the straight time rate.
- 3.2 If an employee is called to work on an emergency basis, he shall be paid not less than two (2) hours at the overtime rate for such call out. All overtime or call in to be authorized by the Administrator or his designee.

ARTICLE 4 **GUARANTEED PAID HOLIDAYS**

- 4.1 All employees shall receive the following holidays with pay regardless of the day of the week upon which they fall: New Year's Day, Martin Luther King's Birthday, *Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, *Day after Thanksgiving, Christmas Day, and *Employee's Birthday.

*Other days may be substituted for these which are mutually agreeable.

- 4.2 All work performed on any of the above-mentioned holidays shall be compensated for at the rate of time and one-half (1 ½) the regular rate of pay, in addition to credited pay for the day.
- 4.3 In the event a guaranteed holiday falls during an employee's vacation, such employee shall receive one (1) additional days' vacation with pay or one (1) day's pay in lieu thereof.

ARTICLE 5

VACATIONS

- 5.1 All employees who have been in the employ of the Employer for a period of one (1) year shall be granted ten (10) days vacation with pay based upon the average hours worked and the rate of pay at the time vacation is taken. Vacation shall be earned in accordance with the following scale:
- After 1 year of service – 10 days vacation
 - After 5 years of service – 15 days vacation
 - After 10 years of service – 3 weeks + 1 day
 - After 11 years of service – 3 weeks + 2 days
 - After 12 years of service – 3 weeks + 3 days
 - After 13 years of service – 3 weeks + 4 days
 - After 14 years of service – 4 weeks
- 5.2 Employees shall receive all accrued vacation at the time of termination.

ARTICLE 6

SICK LEAVE

- 6.1 Employees who are unable to work because of illness shall receive sick leave computed one (1) day per month per year, accumulative up to forty-five (45) days.
- 6.2 The Employer may require proof of illness.
- 6.3 Upon retirement, the employee shall receive a “cash out” of accrued sick leave at the rate of twenty-two and a half percent (22.5%) up to a maximum of ten (10) days.

ARTICLE 7

JURY DUTY

- 7.1 Any regular employee who serves on a jury and thereby is unable to perform his regularly-scheduled work shall, upon submission of proper evidence, be paid a sum of money equal to the difference between his straight time hourly earnings for the actual time lost (but not to exceed eight (8) hours per day or forty (40) hours per week), and the pay received as a juror.

ARTICLE 8

SENIORITY

- 8.1 Where skill and ability are equal, seniority shall govern with respect to promotion and lay-off.
- 8.2 An employee shall lose all seniority rights in the event of termination, resignation, or discharge for just cause.
- 8.3 In the event of a layoff, employees shall retain their right to recall for twelve (12) months or an amount equal to an employee’s service with the Employer to a maximum of thirty-six (36) months.

ARTICLE 9 WAGE RATES PER HOURS

9.1	<u>11/1/2023</u>	<u>11/1/2024</u>	<u>11/1/2025</u>
Wage	3% Increase*	3% Increase**	3% Increase***
Pension	\$5.00	\$5.00	\$5.00

*Increase for November 1, 2023, will be based on one hundred percent (100%) of OCAF, not to be below three percent (3%).

**Increase for November 1, 2024, wages will be based on one hundred percent (100%) of OCAF, not to be below three percent (3%).

***Increase for November 1, 2025, wages will be based on one hundred percent (100%) of OCAF, not to be below three percent (3%).

ARTICLE 10 HEALTH AND WELFARE

- 10.1 The Employer shall pay to the Painters Health and Welfare Trust the current Schedule A hourly rate that is in effect for the Oregon and Southwest Washington Master Area Agreement for the Painting Industry to maintain benefits for every eligible employee in his employ. Payment shall be made before the fifteenth (15th) day of the month. Payments shall cover all eligible employees' compensable hours for the previous month and shall be accompanied by a statement showing the names of the employees for whom the payment is made.
- 10.2 The Employer agrees to pay the first (1st) ten percent (10%) per contract year of increases in the monthly premium requested by the Employees' Painters Trust Health & Welfare. If the requested monthly premium increase exceeds the ten percent (10%) Employer contribution outlined above, those amounts exceeding the ten percent (10%) will be shared on the following basis: premium increases exceeding ten percent (10%) will be the responsibility of the employee. Any employee responsibility will be paid by an hourly wage reduction.

ARTICLE 11 PENSION PLANS

- 11.1 Effective November 1, 2002, the Employer agrees to contribute five dollars (\$5.00) per hour for each compensable hour for each employee, into the Painters Pension Plan. Payments shall be made by the fifteenth (15th) day of each month for the previous month's hours.
- 11.2 Any required increases above the five-dollar (\$5.00) amount referenced in Section 11.1 of this article to the pension plan for the duration of this Agreement shall be deducted from the employee's gross wages.

ARTICLE 12

WORKING CONDITIONS

- 12.1 Owner will furnish all shop equipment, expendable tools and parts for the maintenance and operation of the Employer managed/owned facilities.
- 12.2 District Council No. 5 Painters Local No. 10 will seek during the term of the Agreement to upgrade the training and skills of employees referred to the Employer by offering upgrade classes and incentives for attending those classes. Employees will be expected to certify if available in a reasonable amount of time.

ARTICLE 13

GRIEVANCE PROCEDURE

- 13.1 In the event that a dispute, grievance, or a difference of opinion or interpretation of this Agreement occurs (a grievance is defined as a violation of the terms or conditions of this Agreement), the following procedure shall be followed:

STEP 1: Within fourteen (14) working days, excluding weekends or holidays, after the first (1st) occurrence of the action of the offending party, or other situation or condition giving rise to the issue, the aggrieved party or parties shall personally present the issue to their immediate supervisor, or designated labor relations person, or appropriate representative.

STEP 2: If no settlement satisfactory to the issue(s) is reached within three (3) working days, a representative of the Union shall present the issue in writing to the Contractor within five (5) working days in the case of an employee complaint. The Contractor shall attempt to resolve the issue within five (5) working days. In the case where the Contractor is the complainant the issue shall be presented to the Union in a like manner and the Union shall attempt to resolve the issue within five (5) working days.

STEP 3: In the event that a dispute or grievance occurred and is based on a difference in opinion or interpretation of the terms and conditions of this Agreement, then the matter shall be reduced to writing and submitted to the Joint Labor-Management Board. The Joint Labor-Management Board shall meet within fourteen (14) working days (weekends and holidays excluded) after receiving such written report and shall issue a ruling of interpretation, in writing, within five (5) working days, which shall be final and binding upon all parties involved.

In the event that the Joint Labor Management Board fails to render a ruling of interpretation then the matter shall be processed only by recourse to the following steps.

STEP 4: If the settlement satisfactory to the issue(s) is not reached within five (5) working days, the issue(s) shall be referred within five (5) additional working days by the grieving party by written certified letter to the local Federal Mediation and Conciliation Service office requesting the appointment of a mediator, such letter to be mailed with a copy to the defendant. The mediator shall call a hearing within ten (10) working days to be attended by the Contractor and the Union representatives. If resolution is reached at this step, it shall be reduced to writing by the parties.

STEP 5: If settlement satisfactory to the issue(s) is not reached at the mediator hearing; the issue(s) shall be referred within five (5) additional days by the grieving party by written certified letter

to the Federal Mediation and Conciliation Service, Washington D.C., requesting a list of seven (7) arbitrators, such letter to be mailed with a copy to the other party. The outside Arbitrator shall be selected from the list by the Contractor and the Union alternately striking a name from the list until only one (1) name remains. The Arbitrator shall hold a hearing and render a decision as promptly as possible. The decision of the Arbitrator shall be final and binding upon all parties.

- 13.2 The parties to this Agreement may agree upon a permanent outside Arbitrator.
- 13.3 The Joint Labor Management Board and the Arbitrator shall have no authority to change, amend, modify, detract from, or add to the provisions of this Agreement, but shall have the authority only to apply clear and specific provision of the Agreement in reaching a decision.
- 13.4 The failure of the Contractor or Union to respond in a timely manner at any stage, or a non-response, shall be a rejection of the grievance. Settled or withdrawn grievances of the Union or the Contractor shall not establish precedence. The failure of the Union or Contractor to process the grievance in a timely manner shall settle the grievance on the basis of the last Union or Contractor response.
- 13.5 The Arbitrator's fee and expense shall be shared by the parties. The parties shall be responsible for their own other cost, reimbursements, witnesses, expenses and fees.
- 13.6 Time limits referred to in this Article shall be strictly adhered to, but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable.

ARTICLE 14

EFFECTIVE DATE

- 14.1 This Agreement shall be in full force and effect from November 1, 2023, to October 31, 2026, and shall continue from year to year thereafter unless either party gives notice in writing to the other at least sixty (60) days prior to the expiration date of their desire to terminate or modify this Agreement.
- 14.2 Union Labor Retirement Association's gross income is controlled fiscally by Agreement with the United States Government (Department of Housing and Urban Development). In the event it is impossible to receive income to meet the monetary obligations as negotiated in the above bargaining Agreement, the Employer shall have the option to open this Agreement for renegotiations.

ARTICLE 15

TRAVEL PAY

- 15.1 Travel will be paid at current IRS rate, with proof of automobile insurance which will apply to employee's vehicles, while on business for the Employer.

ARTICLE 16

JOURNEYMAN UPGRADE

- 16.1 An employee hired that doesn't possess the skills of a journeyman painter can be placed in the journeyman upgrade program and paid based on Article 16.2. A journeyman in the upgrade program will be

reevaluated every six (6) months and will start at seventy-five percent (75%) of the maintenance shift painter rate.

16.2

Starting Rate:	75% of top rate
After Six (6) Months:	80% of top rate
After Twelve (12) Months:	90% of top rate
After Eighteen (18) Months:	95% of top rate
After Twenty-four (24) Months:	100% of top rate

ARTICLE 17

BEREAVEMENT LEAVE

17.1 When a death occurs in the immediate family of an employee with thirty (30) days or more of continuous employment, he shall be granted a leave of absence with pay of three (3) days. Paid bereavement leave shall count as hours worked in determining eligibility for weekly overtime. Also, additional unpaid time-off may be requested according to the Employer's leave of absence policy, Article 7.

Immediate family is defined as mother, father, spouse, children, stepchildren, sister, brother, grandparents, grandchildren, mother-in-law, or father-in-law.

ARTICLE 18

APPRENTICES

18.1 Commencing November 1, 2023, and for the duration of this Agreement, and any renewals or extensions thereof, the Contractor agrees to make payments to the Oregon and Southwest Washington Apprenticeship and Training Trust Fund for each employee covered by this Agreement as follows:

For each hour, or portion thereof, for which General Foreman, Foreman, Leadman, Journeyman, or Apprentice receives pay, the Contractor shall make a contribution of eighty-nine cents (\$0.89) per hour to the above-mentioned Apprenticeship Fund. Ten cents (\$0.10) of the eighty-nine cents (\$0.89) will be forwarded to the International Union of Painters and Allied Trades Joint Apprenticeship and Training Fund (IUPAT-JATF). Of the eighty-nine cents (\$0.89), five cents (\$0.05) will be a dedicated Building Fund line item.

18.2 It shall be the duty and obligation of the Joint Apprenticeship Training Committee to establish such rules and regulations as is deemed necessary to carry out the intent and purpose of established Apprenticeship Standards for this trade which shall be in conformity with the states of Oregon & Washington Apprenticeship Laws. (Chapter ORS 660.002 to 660.990 and WAC Chapter 296.04 and RCW 49.04) and shall have been approved by the State Apprenticeship Councils.

18.3 All parties to this Agreement also agree to abide by established Apprenticeship Standards and the approved Rules and Regulations for the States of Oregon & Washington Painters Apprenticeship Committees, or Local Joint Apprenticeship Committee with Trade Consultants in conformity with ORS 660. Any violation of the Apprenticeship Standards by the Contractor, the Union or apprentices shall be a violation of this Agreement.

18.4 The Apprenticeship Training Committee shall consist of equal representation by Contractors and by the Union and shall have the authority to discipline apprentices, who after a fair hearing before the JATC,

have, for good and sufficient reason, been found guilty of violating ORS 660, the Apprenticeship Standards or Rules and Regulations for Painters in the States of Oregon and Washington. When such disciplinary action has been imposed by the JATC, the Contractor and/or the Union agrees to carry out the written instruction in this regard, presented by the JATC.

- 18.5 All other regulations contained in the Western Oregon and Southwest Washington Painters Apprenticeship and Training Standards and Policies shall hereby become a part of this Agreement as though written herein.
- 18.6 Each Contractor who has been qualified as a training agent by the appropriate Joint Apprenticeship Committee employing one (1) or more journeymen is entitled to one (1) apprentice. A contractor representative working with the tools or not shall not be counted as a journeyman.
- 18.7 After the first (1st) apprentice, a Contractor may employ apprentices shop wide on a ratio of one (1) apprentice to every three (3) journeymen. A Contractor using two (2) or more apprentices shall be required to select those who are in different periods of apprenticeship (if available). The ratio shall be maintained throughout the entire year. In special cases, an exception may be made by the Apprenticeship Committee.
- 18.8 As a non-discrimination provision to this Agreement, selection of apprentices under the program shall be made from qualified applicants on the basis of qualifications alone, and without regard to race, creed, color, national origin, sex, or occupationally irrelevant physical requirements, in accordance with object standards which permit review, after a full and fair opportunity for application, and this program shall be operated on a completely non-discriminatory basis.
- 18.9 Contractors shall employ apprentices under the provisions of the JATC Selection Procedures.
- 18.10 Positively no apprentice shall be sent out of town to work that might interfere with or prohibit them from attending apprenticeship school classes unless they can be enrolled in another Painters Apprenticeship school. The apprentice must submit lessons to the local instructor at least once a week. If this is not feasible, upon approval of the Apprenticeship Coordinator, said apprentice must participate in a correspondence course developed for this purpose by the Committee.
- 18.11 A Contractor employing five (5) or more journeymen shall employ at least one (1) apprentice unless the Contractor's right to train apprentices has been revoked by the Apprenticeship and Training Committee, or there are no apprentices available.
- 18.12 Any Contractor found in violation of Article 18 may have their Training Agent status revoked.
- 18.13 Neither District Council No. 5 Painters Local No. 10 nor the Contractor may transfer an apprentice into the category of journeyman before completion of their apprenticeship.

ARTICLE 19

TRUST CONTRIBUTIONS

- 19.1 Effective November 1, 2017, the Employer agrees to deduct check-off dues from the wages of any employee covered by this Agreement, during the term of this Agreement or renewals or extensions thereof, three-point eight five percent (3.85%) from the employee's Gross Earnings for District Council Administration. Effective August 1, 2020, there is an additional employee deduction of ten cents (\$0.10)

per hour from the employee's Gross Earnings for District Council Administrative Dues. These dues are subject to change per District Council No. 5/Painters Local No. 10 Bylaws.

19.2 Payments of all monies due to the Trusts shall be made on or before the fifteenth (15th) day of each month, following the month in which liability accrued. It is recognized that the computation of damages resulting from late payments or failure to make payments is difficult, if not impossible. Accordingly, it is agreed that in the event of a late payment or failure to make payments, the defaulting Employer shall be liable for liquidated damages in the amount of twelve percent (12%) annual interest accrued on all delinquent contributions, starting on the first (1st) day following the payment month, until paid in full; and not less than one percent (1%) per month Liquidated Damages (with a cap of twenty percent (20%) -to dovetail the ERISA remedies statute) accrue on all delinquent contributions, starting on the first (1st) day following the payment month, until paid in full. The fee will apply for each month of delinquency. In the event that either the wages, travel pay, subsistence, Trust payments or liquidated damages are in default, the defaulting Employer shall also be liable for reasonable attorney fees and actual legal costs.

IN WITNESS WHEREOF the parties hereto have set their hands and seals, this 27th day of December, 2023 to be effective as of November 1, 2023.

MANOR MANAGEMENT SERVICES, INC.
(dba Union Labor Retirement Association)
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Greg Franks
Employer Representative



Scott Oldham
Business Representative

12/21/2023

Date

12/27/23

Date

SO:rt/opeiu#11/af1-cio