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**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**OREGON HOUSING AND ASSOCIATED SERVICES, INC.**

**and**

**AMALGAMATED TRANSIT UNION, LOCAL 757**

**July 1, 2006 - June 30, 2008**

## TABLE OF CONTENTS

ARTICLE		PAGE
1	RECOGNITION .....	1
2	UNION SECURITY .....	1
3	UNION REPRESENTATION .....	2
4	MANAGEMENT RIGHTS .....	3
5	EQUAL EMPLOYMENT OPPORTUNITY .....	4
6	CATEGORIES OF EMPLOYEES .....	4
7	DISCIPLINE AND DISCHARGE .....	5
8	NO STRIKES OR LOCKOUTS .....	6
9	GRIEVANCE/ARBITRATION PROCEDURE .....	6
10	SAFETY .....	8
11	HOURS OF WORK .....	8
12	SENIORITY .....	9
13	WORK SCHEDULE BIDDING .....	10
14	HEADINGS .....	11
15	UNIFORMS .....	12
16	HEALTH AND WELFARE .....	12
17	FUNERAL LEAVE .....	13
18	SICK LEAVE .....	13
19	VACATIONS .....	14
20	PAID HOLIDAYS .....	15
21	LEAVE OF ABSENCE .....	16
22	RETIREMENT .....	16
23	SAVINGS CLAUSE .....	17
24	ENTIRE AGREEMENT .....	17
25	DURATION .....	18
	APPENDIX A .....	19

## PREAMBLE

This Agreement is entered into between Oregon Housing and Associated Services, Inc. (hereinafter "Employer" or "Company") and the Amalgamated Transit Union, Local 757 (hereinafter "Union").

## ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Union as the exclusive bargaining representative of the employees in the following unit certified by the National Labor Relations Board in Case No. 36-RC-5844: All full time and regular part time drivers, dispatchers, mechanics and lot attendants, including the driver/maintenance coordinator and the dispatcher/dispatch coordinator employed by the Employer in Salem, Oregon; but excluding all office clerical employees, confidential employees, managers, guards, and supervisors as defined in the Act.

## ARTICLE 2 - UNION SECURITY

2.1 Purpose. It is the purpose of this Article to provide that all employees covered by this Agreement share equally the costs incurred to negotiate, administer and enforce the terms of this Agreement.

2.2 Membership. An employee assigned to a covered classification, who is employed by the Company on the date of ratification of this Agreement as a condition of employment, will become and remain a member in good standing of the Union, not later than the thirty-first (31st) day following the employee's date of hire or the ratification date of this Agreement, whichever is later. Employees may choose, however, to pay their dues as a non-member "fee objector" or "religious objector" as provided below.

2.3 Non-Member "Fee Objector". Employees of the bargaining unit who choose not to become a member of the Union will make an "in lieu of dues" payment to the Union. Such payment will be determined by the Union in accordance with applicable state and federal requirements, and will be equal to the proportion (not to exceed 100%) of Union dues and initiation fees related to representation costs. The "in lieu of dues" payment shall not include any contributions relating to political activities, including but not limited to elections or support of a political candidate for political office, political action activities, and other similar activities.

2.4 Non-Member "Religious Objector". An employee will have the right, based upon a bona fide religious tenet or teaching of a church or religious body, of which such employee is a member (as defined under 29 USC 169), to pay an amount of money equivalent to regular Union member dues, initiation fees and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and a Union officer.

The "religious objector" will furnish written proof to the Company and the Union that this has been accomplished by no later than the fifth (5th) of the month. In the event that the "religious objector" fails to furnish written proof to the Union that such has been accomplished, the Union will have the right to require the Company to payroll deduct the above-referenced amount from the employee's compensation.

2.5 Checkoff. The Company will deduct from the wages of each employee covered by this Agreement, upon written authorization of the employee, an amount equal to the regular monthly dues, assessments and initiation fees of the Union. Such deduction will be made from the first paycheck of each month and transmitted monthly to the Financial Secretary/Treasurer of the Union in a timely manner.

The authorization for the payroll deductions set forth herein will be on forms supplied by the Union. The Union will solicit the signature of employees on payroll deduction forms, which will comply with applicable provisions of state and federal law.

The Company will notify the Financial Secretary/Treasurer of the Union, with copies to the local liaison officer, in writing of all new hires and terminations of bargaining unit employees on a monthly basis.

2.6 Hold Harmless. The Union will indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Company for the purposes of complying with any of the provisions of this Article or in reliance on any list, notice or authorization provided by the Union hereunder.

### **ARTICLE 3 - UNION REPRESENTATION**

#### 3.1 Union Shop Stewards.

- A. Recognition of Shop Stewards. From among the employees employed in the bargaining unit, the Union may designate and the Company will recognize not more than two (2) Shop Stewards to serve as the Union's agent in the representation of employees in the bargaining unit. The Company shall not be required to recognize any employee as a Shop Steward unless the Union has informed the Company, in writing, of the employee's name.

The Company shall grant the Shop Steward time off when requested for the sole purpose of conducting Union business as it pertains to this specific agreement, including reasonable time off to attend training and conferences. Requests for time off must be submitted to and approved by the Company. The approval for this time off request shall be granted, providing it does not intercede with the efficient operation of this contract. Time off requests will not be unreasonably withheld.

- B. Compensation of Shop Steward While Engaged in Union Activity. Shop Stewards shall not be compensated by the Company for duties as the Shop Steward and shall perform such duties during times when not scheduled to work for the Company.
- C. Duties of Shop Stewards. Shop Stewards are authorized to represent bargaining unit members at meetings, process and settle grievances.

3.2 Union Bulletin Board. The Company will provide the Union with a bulletin board. The Union agrees that the bulletin board will be used only for official business and will not be used to post personal notices or any other material not pertinent to official Union business. The Union also agrees that no inflammatory, derogatory nor controversial materials regarding the Company will be posted on the bulletin board. The Union indemnifies and will hold the Company harmless against any and all claims, suits, demands, charges, complaints or other causes of action for items that are posted on the bulletin board.

#### ARTICLE 4 - MANAGEMENT RIGHTS

4.1 Retention of Managerial Prerogatives. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent management rights, prerogatives, and functions possessed by the Company prior to the execution of this Agreement are specifically reserved to it and vest exclusively in the Company. Further, by way of example and not by way of limitation, the rights, powers and authorities of the Company shall include the right to:

- A. Reprimand, suspend, discharge or otherwise discipline employees for cause and to determine the number of employees to be employed;
- B. Hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay-off or recall employees to work, and retire employees;
- C. Set the standards of productivity and the services to be rendered to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; and to set the starting and quitting time and the number of hours and shifts to be worked, allot and assign work, shifts and overtime;
- D. Close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, subcontract, assign, or cease any job, department, operation, or service; to use temporary service employees or employees not covered by this Agreement to do work which is normally done by employees covered by this Agreement; to control and regulate the use of vehicles, facilities, equipment and other property of the Company;

- E. Introduce new or improved technology, research, service, and maintenance methods, materials, equipment; to determine the price at which the Company contracts its services; and to determine the number, location and operation of departments, divisions, and all other units of the Company; and
- F. Issue, amend and revise reasonable policies, rules, regulations, and practices, including rules of conduct or standards of performance; to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the Company and to direct the Company's employees, to determine the existence or nonexistence of facts which are the basis of management decisions.

4.2 Except as otherwise specifically limited by the express provisions of this Agreement, all management rights are vested exclusively in the Company and are not subject to the grievance or arbitration provisions of this Agreement. The Company is not obligated to bargain collectively with the Union concerning any action taken that is part of the management rights set forth above.

4.3 The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not directly in conflict with the express provisions of this Agreement.

#### **ARTICLE 5 - EQUAL EMPLOYMENT OPPORTUNITY**

5.1 No Discrimination. The employment policies of the Company are directed toward securing and maintaining a work force of skilled and competent men and women, without regard to race, religion, color, national origin, sex, age, marital status, mental or physical disability where these do not interfere with successful performance, or other protected classes under applicable state and federal law. The Union, employees, and Company mutually agree not to discriminate against any employee in violation of applicable state or federal law. Grievance action taken under this Section will not include binding arbitration unless mutually agreed to by the parties.

5.2 Neuter Gender Clause. All references to employees in this Agreement designate both genders. Regardless of whether the male, female or neuter gender is used, it shall be construed to include both male and female employees.

#### **ARTICLE 6 - CATEGORIES OF EMPLOYEES**

6.1 Probationary Employees. Newly hired employees shall serve a probationary period of one hundred twenty (120) days of actual work which may upon mutual agreement between the Company and Union, be extended an additional twenty (20) days of actual work. Probationary employees may be either full-time or part-time. A probationary employee may be discharged or

disciplined for any reason found sufficient by the Employer and neither the Union nor the probationary employee shall have recourse to the grievance procedure over such discharge or discipline.

6.2 Regular Full-Time Employees. Regular full-time employees are employees who have successfully completed the probationary period and regularly and consistently work a minimum of thirty-seven and one-half (37.5) hours a week. Regular full-time employees are eligible to receive all the employee benefits outlined in this Agreement provided they meet all other necessary benefit eligibility requirements.

6.3 Regular Part-Time Employees. Regular part-time employees are employees who have successfully completed the probationary period and regularly and consistently work a minimum of twenty (20) hours a week. Regular part-time employees are eligible to receive designated employee benefits provided they meet all other necessary benefit eligibility requirements. Regular part-time employees who work a minimum of thirty-seven and one-half (37.5) hours for three (3) consecutive months will have their classification changed to regular full-time.

6.4 Temporary and Casual Employees. Temporary and casual employees are employees who perform services on an interim relief or on-call basis, or as needed for short-term employment. Temporary and casual employees are not eligible to receive employment benefits.

6.5 No more than forty percent (40%) of the work force covered by this Agreement shall be classified as part-time.

## **ARTICLE 7 - DISCIPLINE AND DISCHARGE**

7.1 The maintenance of discipline and efficiency is the province of the Company. The parties agree that the Company may post reasonable rules and may discipline employees for violation of such rules. At the time of employment, the Company shall provide each bargaining unit employee with a copy of the Employee Handbook.

7.2 Discipline, demotion, suspension or discharge of an employee who has completed probation will be based on good cause. Good cause shall include but not be limited to the conditions set forth in the Employee Handbook. The Union will be notified in writing of the discipline, demotion, suspension or discharge within three (3) workdays of the action being taken. Workdays shall exclude Saturday, Sunday or holidays.

7.3 The Company will post on a bulletin board or distribute to employees all adopted rules, regulations, or policy changes ten (10) workdays prior to their effective date, except when special circumstances preclude such notice. The Company will also transmit to the Union all new postings of rules, regulations, or work-related policy changes at least ten (10) workdays prior to their effective date, except when special circumstances preclude such notice.

## ARTICLE 8 - NO STRIKES OR LOCKOUTS

8.1 No Strikes or Lockouts. During the term of this Agreement, or any extension thereof, (a) neither the Union nor any member of the bargaining unit will directly or indirectly, cause, encourage, sanction, nor participate in any strike of any kind, including but not limited to work stoppage, slowdown, sympathy strike or to a boycott against the Company; and (b) there will be no lockouts by the Company.

8.2 Discipline for Violation of Section 8.1. The failure or refusal on the part of any employee to comply with the provisions of Section 8.1 of this Article, shall be cause for immediate discipline, up to and including discharge, irrespective of whether other employees are discharged or disciplined. The failure or refusal by a Union Officer or Steward to comply with the provisions of Section 8.1 constitutes leading and instigating a violation of said Section 8.1, it being specifically agreed that the Union Officers and Stewards, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 8.1 of this Agreement by reporting to work and performing work as scheduled and/or required by the Company.

## ARTICLE 9 - GRIEVANCE/ARBITRATION PROCEDURE

9.1 Definition of Grievance. A grievance is a claim that the Company or Union has violated a specific provision of this Agreement. The following procedure for the settlement of grievances must be followed.

### 9.2 Procedural Steps.

Step 1: The Union may present, in writing, to the supervisor, a grievance setting forth the nature, details and date of the alleged violation, as well as the article and section of this Agreement claimed to have been violated. The written grievance must be dated and signed by the employee, Union President or his designated representative. The written grievance must be presented to the supervisor within five (5) calendar days of the date when the employee or Union knew or had reasonable knowledge of the event giving rise to the grievance. After the filing of a grievance with the supervisor, the supervisor shall contact the Union President or designee to arrange a time and place to attempt to resolve the grievance within five (5) calendar days.

Step 2: If the grievance is not resolved in Step 1, within seven (7) calendar days of when it was submitted to the supervisor, the Union, if it wishes to proceed further with the grievance, may request in writing, within seven (7) calendar days of notice by the Company of its Step 1 decision, a meeting between the Company Executive Director or his/her designated representative. Within ten (10) calendar days of the request, the parties shall schedule a meeting.

9.3 Time Limitations. The time limitations set forth in this Article are the essence of this Agreement. No grievance shall be accepted or considered by the Company unless it is submitted or appealed within the time limits set forth in Section 9.2 of this Article. If the grievance is not timely submitted at Step 1 or Step 2, it shall be deemed waived. If the grievance is not timely appealed to arbitration, it shall be deemed to have been settled in accordance with the Company's Step 2 answer. If the Company fails to answer within the time limits set forth in Section 9.2 of this Article, the grievance shall automatically proceed to the next step. The time limitations may be waived upon mutual agreement of the parties. Company grievances shall be initiated at Step 2.

9.4 Arbitration. If a grievance has not been settled in the steps outlined above, the Union may request that the matter be submitted to an arbitrator. Such request shall occur within seven (7) calendar days following the next regularly scheduled Union meeting following the decision of the Company at Step 2 of the grievance procedure. In no case shall the request for arbitration be allowed more than thirty (30) calendar days following the decision of the Company at Step 2 of the grievance procedure.

9.5 Selection of Arbitrator. An arbitrator shall be selected from a list of seven (7) names obtained from the Federal Mediation and Conciliation Service (FMCS). Such a list shall be one mutually requested by the parties to this Agreement and shall be used unless both parties request that a new list be requested from the FMCS. The arbitrator shall be selected by the parties each alternately striking a name from the list until only one name remains. The grieving party shall strike the first name.

9.6 Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Company. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; nor to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall not hear nor decide more than one (1) grievance without the mutual consent of the Company and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Company.

9.7 Burden of Persuasion in Discharge or Discipline Matters. In all cases involving discharge or discipline, the burden of persuasion on the issue of whether or not the grievant engaged in misconduct or wrongdoing shall rest on the Company. The burden of persuasion on the issue of whether the discipline imposed was excessive, unreasonable or an abuse of management discretion shall rest on the Union.

9.8 Fees and Expenses of Arbitration. The expenses of the arbitrator and hearing room will be equally shared between the Company and the Union; otherwise, each party shall bear its own arbitration expenses.

## ARTICLE 10 - SAFETY

10.1 The health and welfare of employees is a primary concern of both the Company and the Union. Both parties recognize the importance of achieving and maintaining a high level of safety in all operations of the Company. Both parties also recognize the importance of reducing on-the-job injuries and controlling property damage and production losses. Both parties recognize the value of safety rules and practices, as well as preventive and corrective safety measures.

Therefore, the Union agrees to stress safety to its members and shall work together with the Company in promoting safety in the workplace.

Safety meetings may be required by the Company from time to time. Time of attendance at safety meetings will be paid for at the same rate as the employee would have been paid had the employee been working. Members of the bargaining unit who are to serve on the Safety Committee shall be selected by the Union.

10.2 Drug and Alcohol Policy. The Company's Drug and Alcohol Testing Policy and Procedures which was in effect on July 1, 2006 will remain in effect until or unless modified in accordance with Section 7.3 of this Agreement.

## ARTICLE 11 - HOURS OF WORK

11.1 Purpose of Article. The sole purpose of this Article is to provide a basis for the computation of straight time and overtime, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Company to an employee of a minimum or maximum number of hours of work per day, per week or per year. The Company's pay records and procedures shall govern the payment of all wages.

11.2 Workweek. The workweek shall consist of seven (7) days beginning at 12:01 a.m. on Sunday and ending at 11:59 p.m. the following Saturday.

11.3 Overtime Work. The Company shall determine when and by whom overtime will be worked. The Company at all times retains the right to assign available work to employees who have straight-time hours available. However, if there are no employees with straight-time hours available, weekend overtime will be offered on a seniority basis, provided the employee is fully qualified, as determined by the Company, to perform the available work.

11.4 Overtime. All employees shall be paid time and one-half (1-1/2) times their straight-time rate of pay for all hours worked in excess of forty (40) hours per workweek.

11.5 Rest and Meal Periods. Employees will be given adequate periods in conformity with the requirements of the State of Oregon regarding unpaid lunch periods and paid break periods.

11.6 No Pyramiding. There shall be no pyramiding or duplication in computing overtime or premium pay, and employees shall not receive overtime or premium pay under any more than one provision of this Agreement for the same hours worked.

## ARTICLE 12 - SENIORITY

12.1 Seniority Defined. The term seniority, as used in this Agreement, shall mean:

- A. Length of continuous service with the Company from their most recent date of hire. To qualify for seniority, an employee must satisfactorily complete the probationary period. Upon satisfactorily completing the probationary period, seniority shall be credited back to their most recent date of hire.
- B. There shall be a separate seniority list for full-time and part-time employees.

12.2 Layoff.

- A. Determination of Layoffs. The Company will determine the timing of layoffs, and the number of employees to be laid off.
- B. Layoffs. When a reduction in the work force becomes necessary, as determined by the Company, such layoffs shall be made by reverse seniority as defined above, provided that such employees are fully and immediately qualified and licensed to perform the available work without training or a trial period.

12.3 Recall.

- A. Order of Recall. Employees will be recalled to seniority as defined above.
- B. Notice of Recall. The Company will forward notice of recall by certified mail to the last known address of the employee as reflected on Company records. The employee must, within three (3) days of delivery or attempted delivery of the notice of recall, notify the Company of his intent to return to work on the date specified for recall and, thereafter, return to work on such date.

12.4 Termination of Seniority. An employee's seniority and employment shall be terminated and his rights under this Agreement forfeited for the following reasons:

- A. Resignation by the employee or termination by the Company, unless reinstated pursuant to the grievance procedure;
- B. Failure to give notice of intent to return to work after recall within the time period specified in Section 12.3(B) of this Agreement, or failure to return to

work on the date specified for recall, as set forth in the written notice of recall;

- C. Except for layoff, time lapse of six (6) months since the last day of actual work for the Company, regardless of reason;
- D. Failure to return to work upon expiration of an approved leave of absence;
- E. Layoff for a period of four (4) months or for a period equal to the employee's length of service, whichever is less;
- F. Absence for three (3) consecutive days without notifying the Company. The Company, at its sole discretion, may consider unusual or extraordinary circumstances and waive this rule; and
- G. Working for another employer while on a leave of absence.

12.5 Return of Personnel to the Bargaining Unit. A person who, after transfer or promotion out of the bargaining unit for a period of six (6) months or less, remains in the continuous employ of the Company, may be transferred, at the option of the Company to any designated job classification in the bargaining unit previously held by the person. If the transfer of such a person requires the layoff of an employee, the employee with the least seniority as defined above will be laid off.

### **ARTICLE 13 - WORK SCHEDULE BIDDING**

13.1 Work Schedule Bid. The Company agrees to conduct work schedule bidding for all posted work. Bidding shall occur quarterly, or four (4) times per year commencing July 1<sup>st</sup>. Employees, in seniority order, shall bid on posted work, which shall denote the "report to" work location(s). No reimbursement will be paid for travel time to and/or from that location, unless authorized by the Company.

13.2 Posting. The Company will post work schedules to bid at least five (5) workdays, prior to the general bid. The number of work schedules, and their scheduled times, will be at the discretion of the Company. The posted work schedules, will at a minimum, indicate the scheduled starting times, scheduled hours, and scheduled work days during the week, or if the work schedule has a starting time that fluctuates from day to day.

13.3 Modifications. It is recognized and understood that the Company may modify the starting times of schedules, other than those designated as fluctuating, by forty-five (45) minutes for legitimate business reasons without re-bidding and without violating the terms of this Agreement. It is also recognized that the Company retains the right to assign employees to any particular run within the work schedule starting time that an individual vehicle operator has bid.

13.4 Bidding Order. On the day bidding is performed, full-time vehicle operators may

select work schedules by order of seniority. A vehicle operator may select only a work schedule for which he/she is fully qualified to perform at the time selection is made. Should there be a reason to restrict an employee's ability to bid and hold a particular work assignment, due to a documented customer's objection or issues related to employee performance, the Union and the Company shall meet to negotiate a satisfactory solution.

13.5 Failure to Bid. Vehicle operators failing to bid or who have not left a signed "choice slip" with the Operations Manager by 5:00 p.m. on the day prior to bidding will be assigned a work schedule by the Company after the bidding process is complete. It is the operator's responsibility to bid in person. Any assignments made by "choice slip" cannot be grieved by any party to this Agreement or by any employee covered by this Agreement.

13.6 Assignment of Remaining Work. Any work schedule assignments remaining unassigned following the application of the bidding procedure may be assigned at the discretion of the Company, subject to the provisions of Article 11.3. If an employee is requested to perform a work assignment outside the operational area in which they would normally be assigned, then that employee shall be entitled to compensation for travel time to and from the work assignment. If the employee is asked and is willing to use his/her own source of transportation, then he/she shall also be entitled to a vehicle mileage allowance, equivalent to the federal IRS mileage allowance in effect at that time. Employees who are scheduled to report to a designated Company site, or agreed upon location, without a pre-determined work-schedule, as they await a possible work assignment, are considered to be "Stand-by" employees. Shift duration may likely vary, however, "Stand-by" employees shall be paid a minimum of one (1) hour for each time they are asked to report for duty. Employees who are requested to remain available for contact by the Company at a pre-determined location, other than a Company site, during an agreed upon period of time, are considered to be "On-Call". Use of employees under these conditions typically occurs when work demands cannot be adequately pre-determined and need for the employee may arise. At which time, the "On-Call" employee is then available and ready for assignment. "On-Call" employees shall be compensated at the prevailing State minimum wage for only the hours in which they've been asked to remain on-call, and available for assignment.

13.7 Mid-Bid Work Schedule Openings. Mid-bid work schedule assignment openings will be filled at the discretion of the Company until the next general bid.

#### **ARTICLE 14 - HEADINGS**

14.1 The headings or titles to Articles and Sections of this Agreement are not part of the Agreement and shall have no effect on the construction or interpretation of any part of this Agreement.

#### **ARTICLE 15 - UNIFORMS**

15.1 The Company will provide all uniforms for all employees who are required to wear a uniform. Drivers leaving employment with the Company are responsible for returning all uniform items issued.

## ARTICLE 16 - HEALTH AND WELFARE

16.1 Eligibility. Regular full-time and regular part-time employees shall be eligible to enroll in the Company's medical and dental insurance plan on the first day of the month, ninety (90) days following their date of hire as a regular full-time or regular part-time employee. Eligible employees maintain their eligibility for the Company's contribution to their insurance coverage as long as they are being compensated by the Company for a minimum of twenty (20) hours per week.

Coverage will end on the last day of the month in which an employee resigns, is terminated, laid off, goes on an unpaid leave of absence or otherwise stops receiving compensation from the company for twenty (20) hours or more per week. The Company retains the right to change insurance carriers or plans as long as comparable benefits are provided.

16.2 Cost. The Company shall pay 100% of the employee only coverage for eligible employees. Full-time employees may enroll their dependents in the medical and dental plan, and shall be responsible for 100% of the premium cost for dependent coverage, which will be paid by payroll deduction.

16.3 Alternate Coverage. For employees who demonstrate that they have health insurance coverage through their spouse or domestic partner, the Company will pay the following:

16.3.1 Employees who are regularly scheduled to work at least 30 hours per week will receive an amount equivalent to the Company's contribution for employee coverage as of January 1, 2007 (currently \$547.60 per month);

16.3.2 Employees who are regularly scheduled to work at least 20 hours but less than 30 hours per week, and who were employed and covered by this Agreement as of January 1, 2007, will receive an amount equivalent to the Company's contribution for employee coverage as of January 1, 2007 (currently \$547.60 per month);

16.3.3 Employees who are regularly scheduled to work at least 20 hours but less than 30 hours per week, but were not employed and covered by this Agreement as of January 1, 2007, will receive an amount equivalent to 50% of the Company's contribution for employee coverage as of January 1, 2007 (currently \$273.80 per month).

The amount of the payments referenced in Section 16.3 will not increase in 2008, regardless of any increase in the Company's contribution for employee coverage.

## ARTICLE 17 - FUNERAL LEAVE

17.1 Regular full-time employees who have completed their probationary period may be granted time off with pay to a maximum of four (4) working days if they are absent due to a death in the immediate family of the employee. Immediate family is defined as spouse, parents, children, brothers, sisters, grandparents, spouse's parents or grandchildren. Proof of death may be required by the Company to substantiate the request for funeral leave.

## ARTICLE 18 - SICK LEAVE

18.1 Eligibility. Regular full-time employees who have completed their probationary period shall be eligible to accrue paid sick leave. Regular part-time employees who have completed their probationary period shall be eligible to accrue paid sick leave on a pro-rata basis.

18.2 Accrual Rate. Full-time eligible employees shall accrue paid sick leave at the rate of eight (8) hours per month of full-time work. Accrual rates for both Regular Full-time and Regular Part-time employees shall be retroactive to their "Date(s) of Hire" upon satisfactory completion of their probationary period(s). Additionally, except as provided in Section 18.4, an employee who does not use any sick leave, other than qualified Family Medical Leave, for a period of twelve (12) consecutive months will accrue one additional day of sick leave.

18.3 Amount of Pay. Sick leave days will be paid based on the employee's average workday hours of the previous pay period with a maximum of eight (8) hours. Sick leave shall not be considered time worked for the computation of overtime.

18.4 Accumulation. Employees may accumulate a maximum of four hundred eighty (480) hours of sick leave, after which the employee shall accumulate no further sick leave.

18.5 Sick Leave Pay Use. Sick leave may be used for off-the-job illness, injury, or medical appointments of the employee or the employee's immediate family.

For the purpose of this policy, "immediate family" means the employee's spouse, domestic partner, minor children, including step-children, foster children and other children who are living in the employee's household and dependent upon the employee for support; employee's parents and parents-in-law who are living in the employee's household, and dependent upon the employee for support. Sick leave may also be used for on-the-job injuries and illnesses, except that the employee may draw sick leave only in the amount of the difference between workers' compensation benefits paid and his/her regular wages.

18.6 Terminated employees will not be paid for unused sick leave.

## ARTICLE 19 - VACATIONS

19.1 Purpose. The purpose of the vacation leave policy is to provide employees time away from their jobs during employment with the Company, in order that the Company may receive maximum productivity and efficiency from these employees.

19.2 Accrual. Upon completion of their probationary period, Full-time employees shall accrue paid vacation leave monthly retroactive to their date of hire at the following rates:

<b>Year</b>	<b><u>Full Months of Active Employment</u></b>	<b>Hours Per Month</b>
<b>One</b>	<b>0 – 12</b>	<b>8</b>
<b>Two</b>	<b>13 – 36</b>	<b>10</b>
<b>Four</b>	<b>37 – 60</b>	<b>12</b>
<b>Six</b>	<b>61 – 84</b>	<b>14</b>
<b>Eight</b>	<b>85 – 108</b>	<b>15</b>
<b>Ten</b>	<b>109 and over</b>	<b>16</b>

A “full month of active employment” means a month in which an employee is actively working or is receiving holiday, sick or vacation leave pay. Vacation and sick leave do not accrue during the time an employee is on unpaid leave. Vacation leave shall be determined by the total time an employee has worked for the Company, including periods of prior employment for rehired persons.

19.3 Pro-ration. Regular part-time employees accrue paid vacation leave on a pro-rata basis. To the extent full-time employees are restricted in using such leave time, part-time employees are also restricted on a pro-rata basis.

19.4 Carryover. The maximum total vacation leave that an employee may carry at any time is 112.5 hours, except for full-time hourly employees who may carry up to a maximum of 120 hours. Any leave that would otherwise be added to this amount shall be forfeited.

19.5 Scheduling. In January of each year, and again in July of each year, employees shall be permitted to bid, in order of seniority, for vacation leave during the next six (6) months. At the time of bidding, the Company shall identify the maximum number of employees in each job category who can take vacation on the same day during the bidding period. Vacation requests submitted outside the bidding process described above shall be on a first-come, first-served basis, subject to approval by the supervisor. Employees may not bump other employees from approved vacation time on the basis of seniority. Approved dates of leave shall be maintained in a master calendar that is available for review by employees upon request.

No legal holiday that falls during an employee's vacation leave time shall be charged as vacation leave time used.

Upon termination of an employee's employment by the Company or upon the resignation of an employee, the employee shall be paid for the earned vacation leave he/she is entitled to under these policies.

19.6 Vacation Buy Back. All hourly employees who accrue vacation and sick leave are eligible to receive payment in lieu of vacation time. Only full weeks (40 hours) will be paid, and two full weeks is the maximum that will be paid in a one-year period.

Employees wishing to receive payment for vacation time must have a minimum of one week's vacation in reserve and have used at least five (5) days vacation before receiving payment for work in lieu of vacation. (These conditions will apply each time an employee uses the Vacation Buy Back Policy.) Payment for vacation will only be made on regularly scheduled paydays. To receive payment, the program manager must be notified at least five (5) days prior to the scheduled payday.

## **ARTICLE 20 - PAID HOLIDAYS**

20.1 Holidays Designated. The following days will be observed as paid holidays:

<p><b>December 31 (from <u>12:00 noon to 5:00 p.m.</u>)</b> <b>New Year's Day</b> <b>Martin Luther King Day</b> <b>Presidents' Day</b> <b>Memorial Day</b> <b>Independence Day</b> <b>Labor Day</b> <b>Veterans Day</b> <b>Thanksgiving Day</b> <b>The Day following Thanksgiving</b> <b>December 24 (from <u>12:00 noon to 5:00 p.m.</u>)</b> <b>Christmas Day</b></p>
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20.2 Eligibility. To be eligible for holiday pay, an employee must be a regular, full-time or regular part-time employee who has completed their probationary period with the Company, worked their full and complete shift or work assignment on their scheduled day before and after the holiday, and be actively employed on the day of the holiday. Employees on layoff or any type of leave of absence are not eligible for holiday pay.

20.3 Holiday Pay. Regular full-time employees shall earn holiday pay based on the following scale:

Work Schedule – 8 hours per/day/40 hours per/week = 8 hours holiday pay.

Work Schedule – 10 hours per/day/40 hours per/week = 8 hours holiday pay.

(Exception: Full-time employees whose schedule on the holiday would complete a 40-hour work week, when working 10 hours days, shall receive 10 hours of holiday pay.)

Regular Part-time employees shall earn holiday pay on a pro-rata basis.

20.4 Overtime Impact. Holiday pay shall not be considered time worked for the purpose of computing overtime.

20.5 Time Worked on Holiday. Employees who work on a recognized holiday will be paid for the time worked on the holiday, plus holiday pay as defined in Section 3.

## **ARTICLE 21 - LEAVE OF ABSENCE**

21.1 General. All leaves of absence are unpaid time off work. During the period of leave, an employee may not accept employment elsewhere; acceptance of employment elsewhere shall be grounds for discharge. An employee who fails to return to work on their first scheduled workday following the last day of approved leave shall be discharged, except as prohibited by law. A request for leave of absence or for extension of an approved leave must be made in writing by the employee and approved in writing by the Company.

21.2 Personal Leave. Upon giving two (2) weeks written notice, an employee may request a personal leave of absence without pay for up to thirty (30) days at a time. The Company may grant leave with shorter notice at its options.

21.3 Family and Medical Leave. The Company will comply with applicable state and federal laws regarding family and medical leaves.

21.4 Insurance. Full-time eligible employees on personal leave shall be given the opportunity to remain in the group insurance programs; however, the employee will be responsible for paying all premiums. Should an employee fail to pay premiums by the date established by the Company or fail to make arrangements for payment, they shall be dropped from the policy.

## **ARTICLE 22 - RETIREMENT**

22.1 The Company will continue to make available to employees, participation in the

Company's current retirement plan. Upon completion of one (1) year of employment with the Company, employees shall be eligible to participate in and receive the Company's contribution in the accordance with the provisions of the plan in the same manner as non-Union employees of the Company. Company contributions to the employee's retirement plan shall be at the following rates:

7/1/06 – 6/30/08      6%

### **ARTICLE 23 - SAVINGS CLAUSE**

23.1 If any provision of this Agreement, or any addendum thereto, should be held invalid by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any court, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision. Nothing contained in this Agreement is intended to violate any federal or state law, rule, or regulation made pursuant thereto.

### **ARTICLE 24 - ENTIRE AGREEMENT**

24.1 Waiver of Bargaining Rights and Amendments to Agreement. During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. This Agreement contains the entire understanding, undertaking, and the agreement of the Company and the Union and finally determines all matters of collective bargaining for its term. Changes in this Agreement must be reduced to writing and executed by both the Company and the Union.


24.2 This Agreement comprises the total and entire Agreement pertaining to wages, rates of pay, hours of employment and other terms and conditions of employment with respect to the employees covered by this Agreement. There are no side agreements, oral agreements, or other agreements not encompassed herein, which either the Union or any employee in the unit may hereafter raise based on past practice or otherwise, which will entitle the Union or any employee to any right, privilege, or other benefit not specifically set out herein.

ARTICLE 25 - DURATION

25.1 This Agreement shall become effective July 01, 2006, and shall continue in full force and effect through midnight, June 30, 2008. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other by certified mail, return receipt requested, not more than ninety (90) days, nor less than sixty (60) days prior to an expiration date.

25.2 Notwithstanding the provisions of Article 25.1, if the Salem Area Mass Transit District terminates its contract with the Company, this Agreement may be terminated by either the Company or the Union thirty (30) days after notice in writing, sent by certified mail, return receipt requested. If notice of termination is sent by either party under this Section, thirty (30) days after the notice in writing, the Company will be free to make unilateral changes in wages, hours and working conditions and the Union will be free to take economic action.

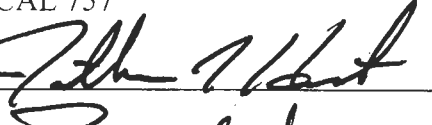
OREGON HOUSING AND ASSOCIATED SERVICES, INC.

By: 

Title: Executive Director

Date: 3/19/07

AMALGAMATED TRANSIT UNION, LOCAL 757

By: 

Title: President

Date: 3/16/07

APPENDIX A - WAGES

A. The wage rates set forth in this Appendix are intended only to be the minimum wage rates the Company is obligated to pay. Nothing contained in this Agreement shall preclude the Company from paying more than these minimum wage rates at its sole discretion. Institution of an over-scale rate does not guarantee its continuity by the Company.

B. Minimum wage scales for all Drivers covered by this Agreement:

	<u>7/1/06</u>	<u>1/1/07</u>	<u>7/1/07</u>	<u>1/1/08</u>
Starting Wage	\$10.04	\$10.34	\$10.65	\$10.97
After 6 months of work	\$10.26	\$10.57	\$10.88	\$11.21
After one year of work	\$12.36	\$12.73	\$13.11	\$13.51
After two years of work	\$12.88	\$13.26	\$13.66	\$14.07
After three years of work	\$13.39	\$13.79	\$14.21	\$14.63
After four years of work	\$14.42	\$14.85	\$15.30	\$15.76
After five years of work	\$15.55	\$16.02	\$16.50	\$17.00

C. Minimum wage scales for all Dispatchers covered by this Agreement:

	<u>7/1/06</u>	<u>1/1/07</u>	<u>7/1/07</u>	<u>1/1/08</u>
Starting Wage	\$10.54	\$10.86	\$11.18	\$11.52
After 6 months of work	\$10.77	\$11.10	\$11.42	\$11.77
After one year of work	\$12.98	\$13.37	\$13.77	\$14.19
After two years of work	\$13.52	\$13.92	\$14.34	\$14.77
After three years of work	\$14.06	\$14.48	\$14.92	\$15.36
After four years of work	\$15.14	\$15.59	\$16.07	\$16.55
After five years of work	\$16.33	\$16.82	\$17.33	\$17.85

D. Minimum wage scales for all Mechanics covered by this Agreement:

	<u>7/1/06</u>	<u>1/1/07</u>	<u>7/1/07</u>	<u>1/1/08</u>
Starting Wage	\$11.54	\$11.89	\$12.24	\$12.61
After 6 months of work	\$12.55	\$12.93	\$13.32	\$13.71
After one year of work	\$13.36	\$13.76	\$14.17	\$14.60
After two years of work	\$13.88	\$14.30	\$14.73	\$15.17
After three years of work	\$14.89	\$15.34	\$15.80	\$16.27
After four years of work	\$15.92	\$16.40	\$16.89	\$17.40
After five years of work	\$17.05	\$17.56	\$18.09	\$18.63

E. LONGEVITY PREMIUMS FOR ALL POSITIONS (After 6-complete years):

\$ 0.40

F. Employees assigned to work in the Salem-Keizer Urban area, and who are regularly scheduled to work beyond 7:00 p.m. daily, shall be entitled to a "Pay Differential" of \$ .25 per hour. This "Pay Differential" shall be applied only on the days in which the employee is scheduled and works after 7:00 p.m.

G. Minimum wage scale for lot attendants shall be \$8.00 per hour prior to completing the probationary period, and \$8.50 per hour after completing the probationary period.