

TENTATIVE AGREEMENT

ARTICLE 38, SECTION 14

VACATIONS

SECTION 14. VACATION PAYOFF

(a) If an Operator has taken at least forty (40) hours of vacation in the last six (6) months and will have forty (40) hours left in their vacation account after payoff, an Operator may request a vacation payoff.

(b) Vacation payoffs are limited to up to two (2) weeks during ~~the term~~ each year of the Labor Agreement.

(c) ~~Payoffs will be for financial hardships only.~~

(d) Operators on an Attendance Behavioral Contract are not eligible for a vacation payoff.



Sherry L. Bolander, OCTA



Patrick D. Kelly, Teamsters Local 952

1-23-07

Date

1-23-07

Date

Tentative Agreement

**ARTICLE 40
HEALTH AND INSURANCE BENEFITS**

SECTION 1. AUTHORITY PAYMENTS FOR HEALTH AND INSURANCE

(a) During the term of this Agreement, the Authority will pay on or before the 15th of each month, the sum of money specified herein multiplied by the number of eligible Operators for the purpose of purchasing health and life insurance for each such Operator.

(b) The Authority's contribution effective July 1, 2004-2007 will increase from the current ~~five hundred thirty-eight~~ six hundred eighty-three dollars (\$683) to a maximum of ~~five hundred ninety-five~~ seven hundred forty-seven dollars (\$747) per eligible Operator per month.

(c) Effective July 1, ~~2005~~ 2008, the Authority will increase the monthly contribution to a maximum of ~~six hundred eighty-five~~ eight hundred thirty-three dollars (\$833) per eligible Operator per month.

(d) Effective July 1, ~~2006~~ 2009 the Authority will increase the monthly contribution to a maximum of ~~seven hundred seventy-five~~ nine hundred thirty-three dollars (\$933) per eligible Operator per month.

(e) In the event that the entire monthly contribution amounts are not needed for health and life insurance during the period July 1, 2008 through June 30, 2009, the remaining funds will be distributed as lump sum cash payouts to each eligible Operator. In the event that the entire monthly contribution amounts are not needed for health and life insurance during the period July 1, 2009 through June 30, 2010, the remaining funds will be diverted as pension contributions to the Western Conference of Teamsters Pension Trust Fund up to the equivalent of forty cents (\$40) for each hour of compensation earned up to a maximum of the first two thousand eighty (2080) hours of compensation earned each contract year. Should there be any contribution amount unused after the diversion to the Western Conference of Teamsters Pension Trust Fund, the remaining funds will be distributed as lump sum cash payouts to each eligible Operator.

.Any additional health and life insurance cost greater than the Authority's contribution shall be made by individual employee payroll deduction.

(f) It is understood that health and life insurance contribution payment will be made to the Union-designated Plan for the purchase of health and life insurance benefits contingent upon the Authority's periodic verification that these contributions have been used exclusively only for the benefit of the bargaining unit employees, their spouses and eligible children. If at any time the Authority determines that payments have been used for other than the above purpose, or if adequate information is not provided so a determination can be made, the Authority may immediately stop contributions to the existing Plan and purchase medical and life insurance benefits from a Provider(s) with substantially equivalent benefits to those provided by the existing Plan, provided that there is no adverse impact upon the Bargaining Unit employees of the Authority.

Tentative Agreement

ARTICLE 40
HEALTH AND INSURANCE BENEFITS

SECTION 2. PURCHASE OF BENEFITS

Determinations regarding the Health and Life Insurance, including but not limited to, which company or carrier to select, the amount, type and extent of benefits purchased, shall be the joint decision of the Union and the Authority. The Authority is not bound as to the appropriateness, need or desirability of any of the Health and Life Insurance benefits that may be purchased with the money paid pursuant to Section 1 of this Article.

SECTION 3. AUTHORITY HELD HARMLESS

The Authority shall have no obligation or responsibility, now or at any time in the future, to maintain or continue any specific Health and Life Insurance or benefits other than to pay the amount set forth in Section 1. The Authority is released and forever discharged of any liability of any kind for any claims, demands, liabilities, debts, accounts, actions and causes of action which the Union or any eligible Operator may have or claim to have, in law or in equity, arising out of this Article. The Union will hold the Authority harmless from, and defend against, and indemnify the Authority from all claims, demands, liabilities, debts, accounts, actions, causes of action, judgments, and orders which the Union or any eligible Operator may have or claim to have, in law or in equity, arising out of, based on, or as a result of the Health and Life Insurance purchased with the money paid pursuant to the terms of this Article or benefits or services provided.

SECTION 4. PAYMENTS USED FOR PURCHASE OF BENEFITS

All monies paid by the Authority pursuant to the terms as set forth in Section 1 of this Article shall be made payable to the Insurance Administrator selected as provided herein.

SECTION 5. ACCOUNTING AND AUDIT

The Administrator shall keep a separate account of all money received under the terms of this Article, and the Authority shall have the right at all times to audit and otherwise review said account in order to determine that all monies paid by the Authority pursuant to the terms as outlined herein have been used and expended in compliance with this Article.

SECTION 6. ADMINISTRATION OF PLANS

(a) The Union may, at its election, notify the Authority that it desires to divert from the monthly amounts set forth above in Section 1 of this Article, up to a maximum of five percent (5%) per month to be used to retain a recognized, independent Insurance Administration Agency to assist Operators solely in the processing of medical and life insurance forms and claims, under the following conditions. The balance of the amount will only be utilized to provide Health and Life Insurance benefits.

(b) The Authority retains the right of approval and disapproval of the Agency at all times. The Authority will not arbitrarily deny or revoke such approval.

(c) The Authority will forward the amount so diverted, as per above, directly to the Agency selected. The Agency will not, and must certify to the Authority that it will not, directly or indirectly, pay or give to any employee, agent, attorney, member or officer of the Authority or

Tentative Agreement

**ARTICLE 40
HEALTH AND INSURANCE BENEFITS**

the Union any of the fees it receives hereunder and that the sole use of monies to be received will be spent by it solely in connection with administration of insurance claims. The Agency will not, and must certify initially it will not, pay or give, directly or indirectly anything of material value to any employee, agent, attorney or member of the Authority or the Union.

SECTION 7. AUTHORITY CONTRIBUTING CRITERIA

(a) The Authority contributions for health and life insurance shall be made for Full-time Operators employed by the Authority who have earnings in the preceding calendar month and Part-time Operators working a minimum of 120 hours per month with earnings in the preceding calendar month.

(b) Operators who are eligible for health and insurance benefits contributions and who are absent from work due to an illness or injury shall be considered to be in a paid status for the calendar month in which such illness or injury occurs for the purposes of Operator eligibility. The Authority shall pay the monthly Health and Welfare contribution on behalf of Operators who are absent because of a bona fide sickness or injury subject to Article 21, Section 9.

SECTION 8.

The Authority will offer pre-retirement counseling through Authority presentations twice a year.

SECTION 9. DESIGNATED DEFERRED COMPENSATION CONTRIBUTIONS

The following amounts will be contributed by the Authority to a designated deferred compensation account jointly selected by the parties for the purpose of providing additional funds for Coach Operator retiree medical insurance or supplemental retirement funds.

(a) Each year of the Agreement, one percent (1%) annual base salary, computed on a maximum of 2080 hours of compensation earned, for Operators with five to nine (5-9) years of service.

(b) Each year of the Agreement, two percent (2%) annual base salary, computed on a maximum of 2080 hours of compensation earned, for Operators with ten (10) years or more service.

(c) Matching Contribution:

In addition to the two percent (2%) contribution stated in (b) above, for an Operator with fifteen to nineteen (15-19) years of service, the Authority will match one hundred percent (100%) of the Coach Operator's contribution up to one percent (1%) of annual base salary. Coach Operator contributions will be made through payroll deductions.

(d) Matching Contributions:

In addition to the two percent (2%) contribution stated in (b) above, for an Operator with twenty (20) or more years of service, the Authority will match one hundred percent (100%) of

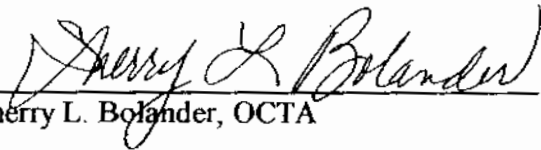
Tentative Agreement

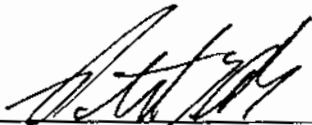
**ARTICLE 40
HEALTH AND INSURANCE BENEFITS**

the Coach Operator's contribution up to three percent (3%) of annual base salary. Coach Operator contributions will be made through payroll deductions.

(e) Contributions under this Article may only be allocated to the designated fund and may not be transferred to another deferred compensation fund.

(f) This designated deferred compensation account is separate from, and in addition to, the Orange County Employees Retirement System (OCERS) and/or any supplemental retirement account such as the Authority Additional Benefit Account (AABA) administered through OCERS.


Sherry L. Bolander, OCTA


Patrick D. Kelly, Teamsters Local 952

7-14-07
Date

7-14-07
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TENTATIVE AGREEMENT

ARTICLE 42, SECTION 1

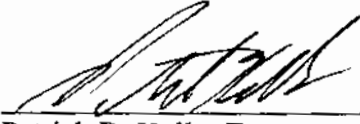
NO STRIKE – NO LOCKOUT

SECTION 1. INTENT

It is the intent of the Authority and the Union to assure uninterrupted transit service to the public during the life of this Agreement.



Sherry L. Bolander, OCTA



Patrick D. Kelly, Teamsters Local 952

Date 1-16-07

Date 1-16-07

TENTATIVE AGREEMENT

ARTICLE 44, SECTIONS 3 and 4

UNIFORMS

SECTION 3. UNION ~~BUTTON~~ EMBLEM

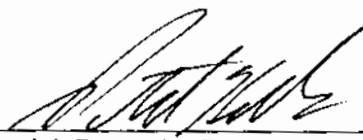
Operators will be allowed to wear a Teamsters emblem not to exceed one and one-half (1-1/2) inches in diameter on their jacket and/or shirts with the understanding that only one (1) emblem will be worn at any one time.

SECTION 4. INTRODUCTORY PERIOD

(a) During their new hire training period, Student Operators will be allowed to wear a white shirt and dark blue or black trousers, which may or may not be regulation.



Sherry L. Bolander, OCTA



Patrick D. Kelly, Teamsters Local 952

1-16-07

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TENTATIVE AGREEMENT

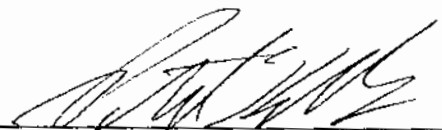
ARTICLE 47, SECTION 1

MISCELLANEOUS

SECTION 1. MAILING CORRESPONDENCE

Correspondence between the parties shall be in writing by Certified Mail, or in person by signed receipt, or e-mail or facsimile, with the original sent by regular mail. and If to the Union, correspondence shall be mailed to the Teamsters Local 952, 140 South Marks Way, Orange, CA 92868, and, if to the Authority, correspondence shall be mailed to Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584. Such addresses may be changed by either party's written notice to the other.


Sherry L. Bolander, OCTA


Patrick D. Kelly, Teamsters Local 952

1-16-07
Date

1-16-07
Date

Tentative Agreement

ARTICLE 48
TEAMSTERS PENSION TRUST FUND

SECTION 1. AUTHORITY'S CONTRIBUTION

During the term of this Contract, the Authority agrees to remit, on or before the 15th of each month, the contributions specified herein to the Western Conference of Teamsters Pension Fund for employees covered by this Agreement. A remittance of money postmarked after the 15th of the month shall be considered delinquent. The Authority is currently contributing eighty-eight cents (\$.88) for each hour of compensation earned up to a maximum of the first two thousand eighty (2080) hours of compensation earned during the calendar year.

Beginning May 1, 2007, the Authority shall contribute to the Western Conference of Teamsters Pension Trust for each employee covered by this Agreement an additional sum of five cents (\$.05), for a maximum amount of ninety-three cents (\$.93) for each hour of compensation earned up to a maximum of the first two thousand eighty (2080) hours of compensation earned each contract year through April 29, 2006.

Beginning July 1, 2010, providing there is an unused overage in Health and Insurance contributions, the Authority shall contribute to the Western Conference of Teamsters Pension Trust for each employee covered by this Agreement an additional sum of ten cents (\$.10), for a maximum amount of thirty-five cents (\$.35) of up to forty cents (\$.40) for each hour of compensation earned up to a maximum of the first two thousand eighty (2080) hours of compensation earned through April 28, 2007 each contract year. (See Article 40 - Health and Insurance Benefits)

The Authority shall have no obligation to remit contributions on behalf of any employee based on compensation an employee received in the form of a cash out of accrued benefits that are paid after the date the employee terminated his/her employment for any reason.

It is expressly agreed between the parties that in implementing any and all obligations of the Authority to make any contributions to the Pension Trust that the Authority is not required to sign any document with the commitment or obligation that the Authority is bound by actions or determination of the Trustees of the Pension Trust which in any way attempt to vary or change or increase obligations of the Authority under this Collective Bargaining Agreement, except as may be required under the Multi-Employer Pension Plan Amendment Act of 1980. Further, there is no obligation of the Authority to continue to make contributions to the Pension Trust after the express term of this Collective Bargaining Agreement. The sole obligation of the Authority is to make the timely payment of the contribution amounts specified above to the Pension Trust.

SECTION 2. ACCEPTANCE OF TRUST

The Authority and Teamsters Local 952 accept and agree to be bound by the rules and regulations established by the provisions of the Western Conference of Teamsters Pension Trust Fund and the Trustees of such Fund only to the extent such rules and regulations do not exceed the specific express obligations and requirements imposed upon the Authority by this Article.

SECTION 3. DELINQUENT CONTRIBUTIONS

Contributions not paid within 15 days after the first-of-the-month due date shall be considered delinquent. Action for delinquent contributions may be instituted by the Trustees. If delinquent, the Authority must pay reasonable attorney fees and court imposed costs of collection.

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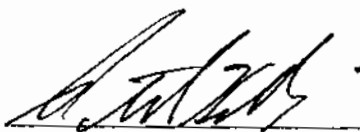
**ARTICLE 48
TEAMSTERS PENSION TRUST FUND**

SECTION 4. AUDITS

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Authority, for all Authority employees performing work covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall be provided payroll and wage records of any Authority employee (excluding any supervisory, managerial and/or confidential employees of the Authority) who the Trustees or their designated representatives reasonably believe may be subject to the Authority's contribution obligation.



Sherry L. Bolander, OCTA



Patrick D. Kelly, Teamsters Local 952

7-14-07
Date

7-14-07
Date

Tentative Agreement


ARTICLE 49
DURATION AND TERMINATION

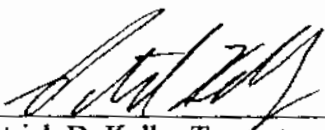
SECTION 1. AGREEMENT TERM

This Agreement shall be and remain in effect from May 1, 2007, to and including April 30, 2010, and from year to year thereafter, provided, that should either party desire to modify any portion of any of the terms of this Agreement, notification shall be made to the other party in writing by Certified Mail not less than ninety (90) days prior to the 30th day of April, 2010, or the 30th day of April of any year thereafter. All references to April 30, 2010, in this Article are intended to apply to any succeeding year in the event neither party serves notice of a desire to modify the Agreement as provided in this Section.

SECTION 2. PROPOSED MODIFICATIONS: TIME LIMITS

In the event a written notice to modify this Agreement is given pursuant to Section 1 of this Article, the party giving such notice shall submit their proposals for changes in writing by Certified Mail not less than ninety (90) days prior to April 30, 2010. The parties shall promptly begin negotiations on the proposed changes. Such negotiations shall continue until April 30, 2010, or for a longer period if the parties so agree.


Sherry L. Bolander, OCTA


Patrick D. Kelly, Teamsters Local 952

7-14-07
Date

7-14-07
Date