


TENTATIVE AGREEMENT

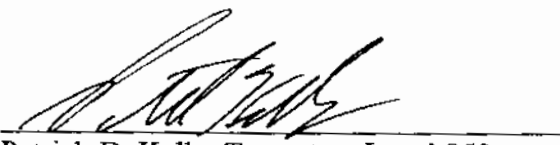
ARTICLE 19, SECTION 4

EMPLOYEE TRANSPORTATION PRIVILEGES

SECTION 4. REPLACEMENT FEE

If an Operator loses his/her Employee ID/Transportation Pass, or a dependent Transportation Picture Pass ID, the Operator may request a replacement from the Human Resources Department and another ID/Transportation Pass will be issued after the Operator pays a twenty-five dollar (\$25.00) twenty dollar (\$20.00) replacement fee, will be paid by the Operator or will be deducted from the Operator's final pay if the Employee ID Card is not returned upon termination of employment with the Authority for any reason:


Sherry L. Bolander, OCTA


Patrick D. Kelly, Teamsters Local 952

Date 1-16-07

Date 1-16-07

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ARTICLE 19, SECTION 5

EMPLOYEE TRANSPORTATION PRIVILEGES

SECTION 5. SURRENDER OF EMPLOYEE ID/TRANSPORTATION PASS AND DEPENDENT TRANSPORTATION PICTURE PASS ID

When an Operator terminates employment for any reason, other than retirement, the Operator shall relinquish his/her Employee ID/Transportation Pass, and any dependent Transportation Picture Pass ID cards, to the Authority at the time of such employment separation.

When an Operator's dependent does not meet the definition of a qualified dependent as provided in Section 2 of this Article, the Operator shall immediately relinquish the dependent's Transportation Picture Pass ID card to the Authority.



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ARTICLE 20, SECTION 5

OPERATORS' QUARTERS - BULLETIN BOARDS

SECTION 5. OUTSIDE RESTROOM FACILITIES

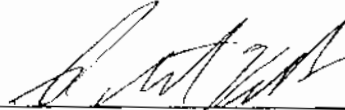
Restroom facilities shall be provided on all bus lines. Location of restroom facilities, including restrooms by line and times available for use, will be updated and provided to Operators no less than each service change. In the event of issues with respect to rest room facilities, the Authority will cooperate with Coach Operators in resolving these issues. The Authority will consider restroom facilities in the development of schedules.

Coach Operators can report various restroom issues through the Route Issues and Input (Ri2) program, including: need for additional restroom facility, unavailability of identified restroom, errors on the ROLS concerning restrooms, and/or cleanliness and security issues associated with restroom facilities.

The Bus Operations Department shall be responsible for maintaining and updating restroom facility information and providing that information to Coach Operators.



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ARTICLE 22, SECTION 2

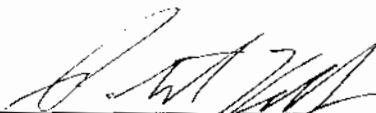
BEREAVEMENT LEAVE

SECTION 2. IMMEDIATE FAMILY

(a) Immediate family is defined as the Operator's spouse, state registered domestic partner, son, daughter, stepson, stepdaughter, father, stepfather, mother, stepmother, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild or legal ward.

(b) Verification of a domestic partnership registration with the Secretary of State shall be required as a qualification under the provisions of this Article.


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ARTICLE 24, SECTION (d)


INSTRUCTION PAY

(d) ~~Operators on POND assignments shall be guaranteed their bid pay time plus one dollar seventy (\$1.70) for each hour spent facilitating POND.~~

——(e) The Authority will continue to abide by and conform to all state, federal and local laws/regulations pertaining to Commercial Drivers.



Sherry L. Bolander, OCTA



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ARTICLE 25

WORK RUNS – RECOVERY TIME

The Authority will provide an average recovery time of at least fifteen percent (15%) of all regular work runs, computed on a Base-wide basis.

No run should preclude recovery time sufficient to permit the Operator reasonable rest room privileges.

(a) In the event there are instances when recovery time is scheduled, yet not generally realized (i.e., more than fifty-five percent (55%) of the time), the Union may invoke a corrective procedure as follows:

- The Operator or the Union will provide a complete ~~written~~ account ~~on a Scheduling-Issues Form~~ into Ri2 of the specific problem, including the number of recovery times shorter than the scheduled recovery during a one (1) week period, the specific trip(s), and driver(s) involved to Base Management. ~~Base Management will, upon review, forward the specific information to the~~ Scheduling Department for action. The Scheduling Department will then verify the account with independent time checks. Scheduling will notify the Union and Base Management of its findings within fourteen (14) working days. If additional research time is necessary, Scheduling will request a mutually agreed upon extension of time for that research. If corrective action is warranted, the notification will specify when the correction will go into effect.
- If analysis shows that a schedule correction can be made through a minor schedule change, it will be made in three (3) weeks or less. A minor schedule change is a schedule change that does not require work runs to be re-bid.
- A major schedule change would cause an interim base bid or line Shake-up. A major schedule change correction will be implemented within thirty (30) days, if possible, or addressed during the next schedule analysis cycle for the succeeding Shake-up (i.e., an issue brought forward in July/August would be addressed and the remedy effective in the December Shake-up). Should the Authority be required to have the Orange County Transportation Authority Board of Directors' approval and public hearings to adopt such major change, the change shall be implemented only upon Board approval and then during the next schedule analysis cycle.

In the event the Authority does not adhere to the corrective procedure above, a dispute may be filed by the Union under the provisions of Article 31. ~~Should the grievance proceed to arbitration, and the Authority is found to be in violation of this Article, the arbitrator may award~~ If the Authority is found to be in violation of this section of Article 25, the Operator may be awarded a penalty of up to one (1) hour pay each day a violation(s) was determined to have occurred.


TENTATIVE AGREEMENT

ARTICLE 25


WORK RUNS – RECOVERY TIME

If the issue is not resolved to the satisfaction of the Coach Operator, the Operator will have the option of transferring to the Extra-Board for the remainder of the bid and will be given days off in accordance with seniority.

(b) The recovery time set forth above and the non-work time on non-straight assignments serves as an Operator's meal and/or rest periods. Any disputes regarding this section shall be subject to the provisions of Article 31.



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ARTICLE 31- FILING OF GRIEVANCES
PROCEDURES - LIMITATIONS

SECTION 5. GRIEVANCE/APPEAL STEPS

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein:

Step 1. The authorized Union representative may file a grievance with the Base Manager within twelve (12) calendar days of the date that the Union or Operator knew or should have known of the facts on which the grievance is based. The grievance shall be in writing and contain a statement of the pertinent facts and the provisions of the Agreement allegedly violated. Within five (5) days after receipt of the grievance, the Base Manager shall schedule a meeting with the Union representative and the Operator to discuss the grievance. A written response to the grievance shall be given to the Union within five (5) working days following the Step 1 meeting.

Step 2. If no agreement is reached with the Base Manager, the Union shall, within five (5) working days file a written request with the Operations Manager that the grievance be moved to Step 2. Within five (5) working days after receiving the written appeal, the Operations Manager or designee shall schedule a meeting with the authorized Union representative to discuss the grievance. A written response to the grievance shall be given to the Union within five (5) working days following the Step 2 meeting.

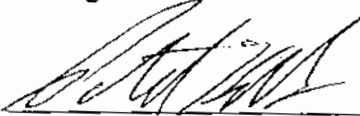
Step 3. Within five (5) working days after receipt of the denial of the grievance, the Union may request in writing to the ~~Executive Director of Labor/Employee Relations & Civil Rights who is the designated representative of the Chief Executive Officer or designee~~ that the grievance be moved to Step 3. The written appeal shall designate all of the specific issues for appeal. Within five (5) working days after receiving the written appeal, the ~~Executive Director of Labor/Employee Relations & Civil Rights~~ Chief Executive Officer or designee will meet with the Business Representative of the Union to discuss the grievance. The ~~Executive Director of Labor/Employee Relations & Civil Rights~~ Chief Executive Officer or designee shall render a decision in writing not later than five (5) working days after such meeting setting forth the following:

1. Date
2. Names of those present at the meeting
3. Statement of each grievance discussed
4. Union's position
5. Authority's position
6. Authority's decision

Step 4. Within fifteen (15) working days of receipt of the Authority's decision, the Union may appeal to arbitration by so advising the Authority in writing as hereinafter set forth.



Sherry L. Bolander, OCTA



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3-9-07
Date

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ARTICLE 32, SECTION (d)

FOUR-DAY TEN-HOUR WORK WEEK

(d) Operators participating in the a 4-10 plan workweek will receive eight (8) hours holiday pay for any designated holiday (as listed in Article 37, Section 1); or personal paid holiday, or odd vacation day. An Operator may use an additional two (2) hours vacation time, if available, for a total of ten (10) hours.

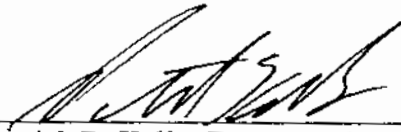
(e) Operators participating in a 4-10 workweek may elect to use eight (8) or ten (10) vacation hours, if available, for an odd vacation day. The election of eight (8) or (10) vacation hours must be made at the time of the odd vacation day request.

(e) (f) Extra Board Operators who are awarded a hold down on a 4-10 hour work day assignment will be subject to this Article and will be paid on a 4-10 basis.

(f) (g) Operators participating in the 4-10 plan will not be allowed to swap daily work assignments except with other Operators who are participating in the 4-10 plan. This exclusion does not apply to Operators swapping for full week increments.

(g) (h) This program will continue as long as the Authority determines it is cost effective and efficient.


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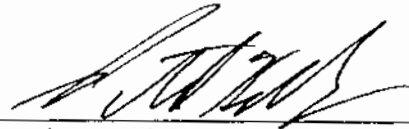
ARTICLE 34, SECTION 3 (a)

UNION SHOP

SECTION 3. NOTIFICATION OF ENTERING OR LEAVING

(a) The Authority shall furnish ~~three (3) copies~~ of a status report of the bargaining unit to the Union office on the first (1st) of each calendar month. This status report shall list Operators employed by the Authority by name, Base, ~~social security number~~ employee ID number and address, and if on leave, the effective dates. The status report shall separately list all new Operators who have first commenced work on their own for the Authority and the date such work was begun, within the thirty-day (30) calendar period covered by each monthly status report. The report shall also list those Operators who have terminated or transferred, and their respective effective dates.


Sherry L. Bolander, OCTA


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Date 1-16-07

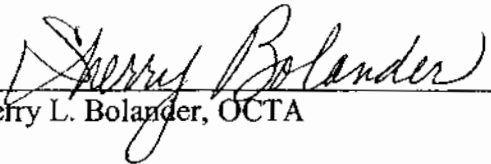
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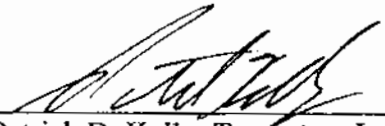
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ARTICLE 37, SECTION 5 (b)

HOLIDAYS

ARTICLE 37, SECTION 5 (b) CHOICE OF HOLIDAY WORK ASSIGNMENTS

(b) An Operator whose regular scheduled day off falls on a holiday will not be subject to work by inverse seniority as outlined in Section 5 (a) of this Article. Any Operator who is drafted to work on a holiday and who bids a hold down after the initial holiday awarding will not be considered to have a regular scheduled day off as outlined in this section and shall work the holiday assignment in addition to the hold down.


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ARTICLE 38, SECTION 3

VACATIONS

SECTION 3. CUMULATIVE VACATIONS

The maximum allowable vacation credit at any one time for an Operator with one (1) year but less than three (3) years of service shall be one hundred-sixty (160) hours.

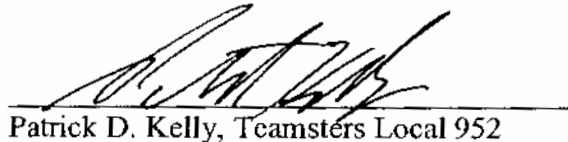
The maximum allowable vacation credit at any one time for an Operator with three (3) years but less than ten (10) years shall be two hundred (200) hours.

The maximum allowable vacation credit at any one time for an Operator with ten (10) or more years of service shall be ~~two hundred forty (240)~~ two hundred eighty (280) hours.

Operators will not accrue vacation in excess of these amounts.



Sherry L. Bolander, OCTA



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ARTICLE 38, Section 8

VACATIONS

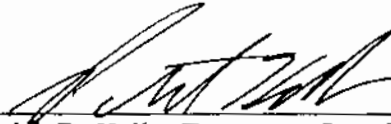
SECTION 8. SPLITTING VACATION

Vacations may be split into weekly periods if so desired by the Operator and it is understood that an Operator will be allowed to split his vacation as frequently as he desires on the initial bid provided the splits are in increments of one week or multiples thereof. An Operator may pass back all or part of his vacation and bid his vacation at the point in the seniority roster to which he has passed back. An Operator may bid odd vacation days and/or hours on the Personal Paid Holidays calendar. Operators may combine five (5) odd vacation/PPH days into a one-week (1) increment for the vacation calendar.

Following the annual vacation bid Operators may split ~~two (2)~~ up to three (3) passed back vacation weeks into ~~ten (10)~~ fifteen (15) days for the Vacation/Personal Paid Holiday Calendar. These odd vacation days may be bid during the weekly bid process or upon request for the current week, with a forty-eight (48) hours notice.



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