

Tentative Agreement
ARTICLE 2
RATES OF PAY

SECTION 1. PAYMENT ON MINUTE BASIS

Subject to the governing provisions of this Agreement, the following rates of pay shall be effective on the date indicated for Operators and will be paid on the minute basis.

SECTION 2. WAGE RATES EFFECTIVE MAY 1, 2007

The following wage rates will be effective the pay period inclusive of May 1st in each of the respective contract years during this Agreement.

Operators will be paid less than the base rate of pay for their first sixty (60) months of service from completion of training and entrance into service as an Operator in accordance with the following schedule:

Rates Effective	<u>5/01/07</u>	<u>5/01/08</u>	<u>5/01/09</u>
Training Rate and First six (6) months	<u>\$14.20</u>	<u>\$14.63</u>	<u>\$15.22</u>
After six (6) months	<u>\$14.81</u>	<u>\$15.25</u>	<u>\$15.86</u>
After twelve (12) months*	<u>\$15.44</u>	<u>\$15.90</u>	<u>\$16.54</u>
After eighteen (18) months*	<u>\$16.05</u>	<u>\$16.53</u>	<u>\$17.19</u>
After twenty-four (24) months	<u>\$16.68</u>	<u>\$17.18</u>	<u>\$17.87</u>
After thirty (30) months	<u>\$17.50</u>	<u>\$18.03</u>	<u>\$18.75</u>
After thirty-six (36) months	<u>\$18.13</u>	<u>\$18.67</u>	<u>\$19.42</u>
After forty-two (42) months	<u>\$18.75</u>	<u>\$19.31</u>	<u>\$20.08</u>
After forty-eight (48) months	<u>\$19.38</u>	<u>\$19.96</u>	<u>\$20.76</u>
After fifty-four (54) months	<u>\$20.00</u>	<u>\$20.60</u>	<u>\$21.42</u>
After sixty months	<u>\$22.33</u>	<u>\$23.00</u>	<u>\$23.92</u>

**Merit based increases (2)*

*Movement from one step to the next will occur on the actual date the Employee completes each six (6) month increment. The criteria for a merit based increase is no disciplinary action and four (4) or less attendance occurrences in the preceding six (6) months. When sixty (60) months of service is completed, the Coach Operator's rate will be adjusted to top rate whether or not a merit step has been denied.

SECTION 3. OPERATOR BASE RATE

Base Rate for Operators:

(a) Effective April 29, 2007 - \$22.33

(b) Effective April 27, 2008, the Operator Base Rate will be increased by sixty-seven cents (\$.67), including COLA (if any) in effect, for a total base rate amount of twenty-three dollars (\$23.00). Effective April 26, 2009, the Operator's Base Rate will be increased by ninety-two cents (\$.92), for a total base rate amount of twenty-three dollars and ninety-two cents (\$23.92).

SECTION 4. STUDENT OPERATORS

(a) Student Operators shall be paid the Training Rate. Effective the first year of the Collective Bargaining Agreement, the Training Rate and rate during the initial six months is fourteen dollars and twenty cents (\$14.20). Effective the second year of the Collective Bargaining Agreement, the Training Rate and rate during the initial six months is fourteen

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RATES OF PAY

dollars and sixty-three cents (\$14.63). Effective the third year of the Collective Bargaining Agreement, the Training Rate and rate during the initial six months is fifteen dollars and twenty-two cents (\$15.22).

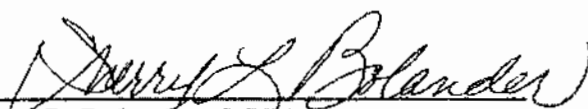
SECTION 5. PAY PERIODS

- (a) Pay periods will end at twelve o'clock midnight every other Saturday night and will include all work assignments for the last day of the pay period.
- (b) If a holiday is observed by the Authority on a regularly scheduled payday, Operators shall be issued their paychecks on the Thursday which immediately precedes such Friday payday.
- (c) Paychecks will be issued on Friday on a bi-weekly basis.
- (d) Upon the Operator's request, the Authority shall mail Employee's paychecks to their home address if on leave or vacation.
- (e) The Authority shall make automatic payroll deposit available to Operators who choose to bank with the Authority's payroll bank whenever such service is available.

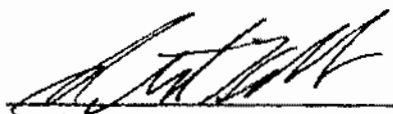
SECTION 6. COST-OF-LIVING ESCALATOR PROVISION

THIS PROVISION SHALL BE INOPERATIVE DURING THE TERM OF THIS AGREEMENT.

- (a) In addition to the basic hourly rates provided herein, all Regular, Extra-Board and Part-time Operators in the bargaining unit shall be paid a cost-of-living allowance computed in the following manner.
- (b) The amount of the cost-of-living allowance to be effective during the term of this Agreement shall be determined and adjusted as provided below on the basis of changes in the revised Consumer Price Index for Urban Wage Earners and Clerical Workers (Los Angeles - Long Beach, All Items) published by the Bureau of Labor Statistics, United States Department of Labor (1967 - 100) (referred to herein as the "Index").
- (c) All adjustments will be made on the basis of one cent (\$.01) for each full 0.5 increase in the Index.



Sherry L. Bolander, OCTA



Patrick D. Kelly, Teamsters Local 952

7-14-07
Date

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Date

**TENTATIVE
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ARTICLE 4, Section 1 (b)

REGULAR FULL-TIME ASSIGNMENT OPERATORS – RUNS AND PAY DEFINED

SECTION 1. STRAIGHT RUNS (FULL-TIME ASSIGNMENT)

(a) A straight run is one computed on a continuous time basis. Not less than sixty-five percent (65%) of all regular runs shall be straight runs, computed on a system-wide basis. Any scheduled intervals of less than one (1) hour shall be paid. The Authority acknowledges the desirability of maximizing the number of straight runs. Effective May 1, 2002, if fifteen percent (15%) of the existing workforce is composed of Part-time Coach Operators, the sixty-five percent (65%) straight runs shall be increased to not less than seventy percent (70%) straight runs computed on a system-wide basis. Effective May 1, 2003, if twenty percent (20%) of the existing workforce is composed of Part-time Coach Operators, the sixty-five percent (65%) straight runs shall be increased to not less than seventy-five percent (75%) straight runs computed on a system-wide basis.

(b) The total number of Full-time five (5) day/eight (8) hours per day assignments with Saturday and Sunday off system-wide shall be as follows:

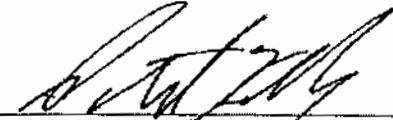
- Effective May 1, ~~2004~~ 2007, a minimum of ~~one hundred five (105)~~ one hundred fifteen (115) straight AM runs
- Effective May 1, ~~2002~~ 2008, a minimum of ~~one hundred ten (110)~~ one hundred twenty (120) straight AM runs
- Effective May 1, ~~2003~~ 2009, a minimum of ~~one hundred fifteen (115)~~ one hundred twenty-five (125) straight AM runs

(c) Regular work runs may be split only once without the payment of continuous time. A regular work run may not be split after eleven (11) hours from initial sign-on time without the payment of continuous time.

(d) Regular work assignments starting after midnight and before 5:00 a.m. will be straight work assignments.



Sherry L. Bolander, OCTA



Patrick D. Kelly, Teamsters Local 952

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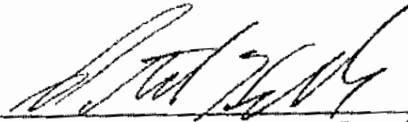
TENTATIVE AGREEMENT
ARTICLE 5, SECTION 2 (e)
EXTRA OPERATORS - BASE EXTRA-BOARDS
DUTIES AND PAY DEFINED

SECTION 2. ROTATION

(e) Runaround Penalty – refer to Article 26.



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TENTATIVE AGREEMENT

ARTICLE 5 , SECTION 7 (d)
EXTRA OPERATORS - BASE EXTRA-BOARDS
DUTIES AND PAY DEFINED

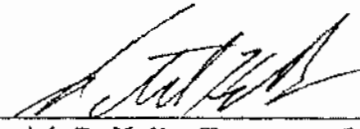
SECTION 7. POSTING OF HOLD DOWNS

(d) Bidding a Hold Down on the Extra-Board

During the period that an open assignment is being rotated on the Extra-Board and posted for Hold Down, any Extra Operator may submit a Hold Down Bid to the Dispatcher in writing, with a duplicate copy for the Operator to place in the Union box. At the end of the bidding period, the Dispatcher will notify the Extra Operator with the most seniority who has submitted a Hold Down Bid of his new assignment and shall post a list of awarded Hold Downs. All awarded Hold Downs shall begin on the first day of the following pay week. Hold Downs posted and not bid shall be worked by the Extra-Board and re-posted until bid and awarded. The Hold Down Operator shall be subject to the hours and days off of the run awarded, except as defined in Article 37, Section 5 (b). While an Extra Operator is on Hold Down, he will be subject to Article 4 as a Regular Operator. A Vacation Hold Down will be comprised of a five (5) day week or weeks only. Any Extra-Board Operators who are awarded a hold down on a four (4) day, ten (10) hour work week assignment will be subject to Article 32 of the contract and will be paid on a 4-10 basis.



Sherry L. Bolander, OCTA



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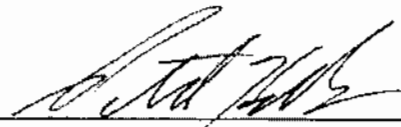
**ARTICLE 5, SECTION 8
EXTRA OPERATORS - BASE EXTRA-BOARDS
DUTIES AND PAY DEFINED**

SECTION 8. RECLAIMING A HOLD DOWN

In the event that an Operator leaves service for illness, leave of absence, or any other authorized leave and his assignment has been made subject to the Hold Down Rule, he will be, upon two (2) days prior notice to the Dispatcher, assigned back to his regular bid assignment upon returning to service. The Extra Operator who had been performing that assignment, shall then revert back to the Extra-Board to his slot in rotation as if he had not left. The Extra Operator whose Hold Down bid is being reclaimed will be given at least 24 hours' notice prior to the effective date or will be assigned the same hours of the Hold Down, if practicable, and if requested by the Extra Operator for up to the first two (2) days the Regular Operator returns.

In the event an Extra Board Operator has been assigned a piece of work the prior day in the Mark-up and a regular Operator reports for his/her assignment in error because of the regular Operator's scheduled PPH or odd vacation day, the Extra Operator shall be given the option of going on report or performing the assignment. The regular Operator may be offered a non-counted change of assignment, if available.


Sherry L. Bolander, OCTA


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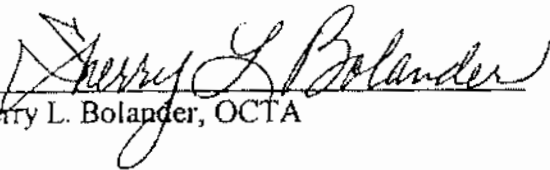
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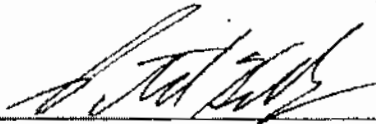
ARTICLE 5, SECTION 12
EXTRA OPERATORS - BASE EXTRA-BOARDS
DUTIES AND PAY DEFINED

SECTION 12. EARLY RELEASE

When the Dispatcher knows they will not need an Extra-Board Operator(s) they can ask the Extra-Board Operator(s) if they want to go home after ~~four (4)~~ two (2) hours. If the Operator(s) wants to exercise this option they will receive a non-counted-waive eight (8) Change of Assignment for attendance purposes, and will not be paid for the time off. First-on, first-off shall determine who is offered early release.



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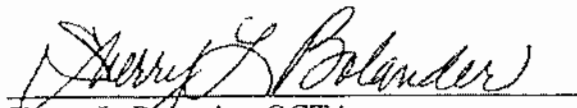
TENTATIVE AGREEMENT

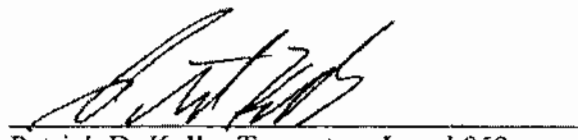
ARTICLE 7, SECTION 9

SENIORITY

SECTION 9. INTRODUCTORY PERIOD

All Operators must satisfactorily complete a new hire introductory period consisting of a training period of ~~six hundred (600) hours or five (5) months, whichever comes first,~~ one hundred twenty (120) calendar days of active service from their date of certification.


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ARTICLE 8, Section 2 (a)

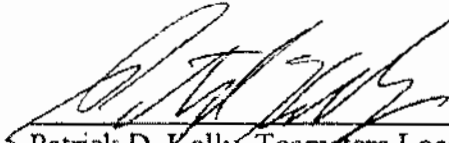
CHOICE OF WORK ASSIGNMENTS

SECTION 2. BIDDING

(a) The bidding for the General Shake-up and Vacation will be conducted at a central location over a period of ~~four (4)~~ nine (9) days, beginning on a Thursday, Friday, Saturday, Sunday and Tuesday. Such dates will be determined by the Authority. Bidding shall begin no later than 3:00 p.m. on the first day and shall not begin prior to 8:00 a.m. on subsequent days.



Sherry L. Bolander, OCTA



Patrick D. Kelly, Teamsters Local 952

3-9-07

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TENTATIVE AGREEMENT

ARTICLE 8, SECTION 2 (d)

CHOICE OF WORK ASSIGNMENTS

SECTION 2. BIDDING

(d) Base Shake-up Bidding will be conducted by proxy bid.

(2) Operators will submit proxy bid forms listing their choice of work assignments to the Window ~~Coordinator~~ Dispatcher no later than 1:00 p.m. on their scheduled bid day.

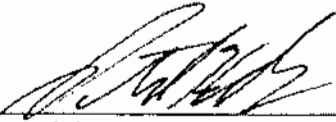
(3) Window ~~Coordinator~~ Dispatcher will initial the proxy bid form, note date and time of receipt, and return a copy of the form to the Operator for his/her record

(4) At 1:00 p.m., a Union Steward ~~from each of the Primary Bases~~ will collect the proxy bids from the Window ~~Coordinator~~ Dispatcher and deliver them to ~~Central Extra Board~~ the Bid Manager.

(5) ~~Central Extra Board~~ Bid Manager, in the presence of the Union Steward, will process the proxy bids each day and post an updated set of bid sheets at the Bases by 7:00 p.m.



Sherry L. Bolander, OCTA



Patrick D. Kelly, Teamsters Local 952

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TENTATIVE
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ARTICLE 8, Section 8

CHOICE OF WORK ASSIGNMENT

SECTION 8. CHANGE OF ASSIGNMENT

Upon written request for any personal business, an Operator shall be granted one (1) change of assignment per month with no loss of pay time based on availability. In addition, Operators may be granted one (1) change of assignment with no guarantee of pay time. If two (2) changes of assignment are needed to achieve one (1) early-off change of assignment, one additional non-counted, no pay guarantee change of assignment may be granted, based on availability. Requests may be submitted in writing no earlier than six (6) weeks in advance of the requested date. All change of assignments will be processed on a first-come first-served basis. The maximum number of change of assignments granted per Base shall be limited to three percent (3%) of a Base's Full-time assignments. The Operator shall not be assigned to "report status." An Operator working a regular work run shall be paid as a Regular Operator.

Change of assignments shall be assigned prior to the Mark-up of the Extra-Board and posted along with the daily VCB list.

A Coach Operator who requests one or two changes of assignment during a one-month period shall be awarded the change(s) of assignment *prior* to the coupling of assignments.

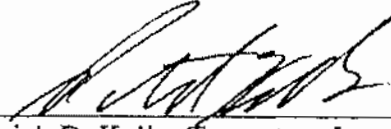
Should a Coach Operator request and receive approval for more than two (2) changes of assignment during a one-month period, the change(s) of assignment may be granted after the coupling of assignments. There is no guarantee of pay time for additional changes of assignment.



Sherry L. Bolander, OCTA

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Patrick D. Kelly, Teamsters Local 952

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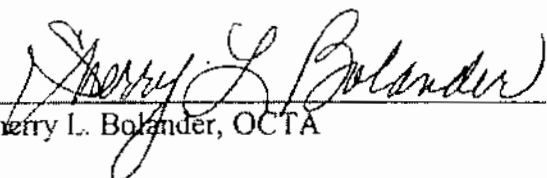
TENTATIVE AGREEMENT

ARTICLE 9, SECTION 2 (f)


VOLUNTARY CALL-BACK (VCB)

SECTION 2. WORK ASSIGNMENTS

(f) In situations where a work assignment is unforeseen and becomes available on the day of the assignment, and if out of operational necessity the work must be assigned immediately, the order designated in (e d) above will not apply.



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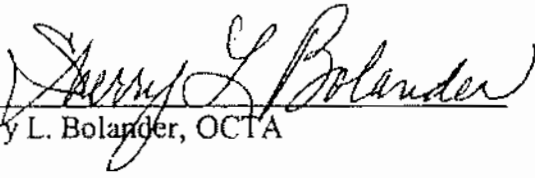
ARTICLE 15

RELEASE PERIODS IN ASSIGNMENTS

ARTICLE 15

RELEASE PERIODS IN ASSIGNMENTS AFTER 8:00 P.M.

There shall be no period of release of less than nine (9) hours between assignments in any twenty-four (24) hour period.



Sherry L. Bolander, OCTA



Patrick D. Kelly, Teamsters Local 952

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TENTATIVE AGREEMENT


ARTICLE 16

AUTHORITY TO FURNISH SCHEDULES

The Authority shall provide Operators with a written outline of scheduled work of a recurring nature. Such schedules shall include pull-out and pull-in locations and times, time points, and information sheets that are descriptive of routes of lines. The written documents shall be prepared by using a twelve point (12 pt.) font. The Authority will also endeavor to make available information sheets, whenever practical, for special operating conditions, and other miscellaneous information. The Authority will make available to Operators ~~in all Bases throw-away sheets~~ information on the ROLS showing location of restroom facilities on each line. These sheets will be made available at the time of the Service Change and revised when necessary.



Sherry L. Bolander, OCTA



Patrick D. Kelly, Teamsters Local 952

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TENTATIVE AGREEMENT

ARTICLE 17, SECTION 2

OPERATOR'S REIMBURSEMENT FOR ROBBERY OR UNPROVOKED ATTACK

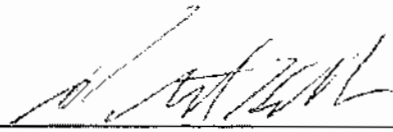
SECTION 2. PAYMENT FOR TIME LOST

It is further agreed that if the Operator is physically injured as a result of such robbery, or as a result of an unprovoked attack by another person, such injury resulting in a loss of time, the Operator shall be paid 100 percent (100%) of the time lost for the remainder of the bid and in an amount not to exceed a maximum of forty (40) hours per week thereafter and for a period not to exceed a maximum of twelve (12) months from the date of the unprovoked attack or until such time as it is determined that the Operator's condition is permanent and stationary and unable to return to the usual Coach Operator duties.

Operators will be given a sixty (60) day notice prior to the cessation of benefits under this section when the Operator is no longer eligible for benefits because he or she is permanent and stationary. If Workers' Compensation benefits are provided during this period, the basis of payment will be as shown above, less the Workers' Compensation benefits.

An Operator required to wear prescription glasses as a condition of his license to drive, whose prescription glasses are lost or damaged as a result of a robbery or unprovoked attack, will be compensated for the time lost for the remainder of the day's shift or for up to two (2) days of lost time while the glasses are repaired or replaced.


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Patrick D. Kelly, Teamsters Local 952

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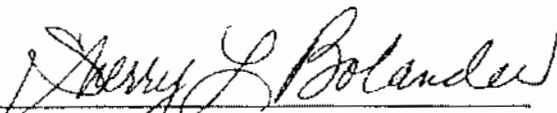
TENTATIVE AGREEMENT

ARTICLE 17, SECTION 5

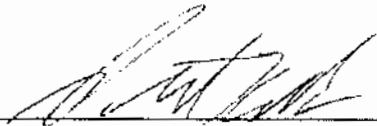
OPERATOR'S REIMBURSEMENT FOR ROBBERY OR UNPROVOKED ATTACK

SECTION 5. ASSAULT AND ROBBERY LIFE INSURANCE

The Authority agrees to provide a life insurance policy for each Operator covered by this Agreement in the amount of ~~seventy five thousand dollars (\$75,000.00)~~, one hundred thousand (\$100,000.00) at no cost to the Operator, to be payable to the designated beneficiary upon the death of an Operator when the death is caused during an assault and/or robbery against the Operator while on duty, or death as a result of an injury or illness received during an assault and/or robbery against the Operator while on duty.



Sherry L. Bolander, OCTA



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ARTICLE 18, Section 1

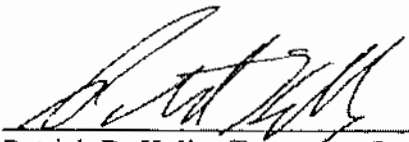
PHYSICAL EXAMINATION

SECTION 1. REQUIRED LICENSES

The Operator must maintain and carry the required License with proper endorsements, ~~and~~ valid medical certification, and a current Verification of Transit Training (VTT) document. Any DMV disciplinary action will result in suspension, without pay or benefit accrual. Any Operator whose License with proper endorsements or medical certification is suspended or VTT is expired for more than six (6) months will be terminated.



Sherry L. Bolander, OCTA



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ARTICLE 19, SECTION 1

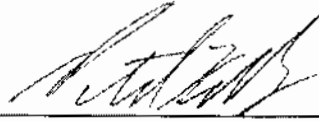
EMPLOYEE IDENTIFICATION CARD AND TRANSPORTATION PRIVILEGES

SECTION 1. GENERAL

The Authority will extend, ~~upon request,~~ to Operators covered by this Agreement, and upon request their eligible dependents as defined in Section 2 of this Article, the courtesy of transportation without charge on its regular fixed-route operations which are operated by members of this bargaining unit upon presentation of an approved Employee ID Card / Transportation Pass to be designed and provided by the Authority. An ID card will be provided to each Operator when employed and a transportation pass to eligible dependents when the Operator's introductory period is completed. Operators who have retired from the Authority are considered to be Operators for the purposes of this Article.



Sherry L. Bolander, OCTA



Patrick D. Kelly, Teamsters Local 952

1-23-07

Date

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TENTATIVE AGREEMENT

ARTICLE 19, SECTION 2


EMPLOYEE TRANSPORTATION PRIVILEGES

SECTION 2. DEPENDENTS DEFINED

For the purposes of this procedure, eligible dependents shall be defined as the Operator's spouse or state registered domestic partner and children up to age 19, provided such children are unmarried.

- a) Children between the ages of 19 through 24 shall be eligible, provided they are attending a college or university on a full-time basis and are unmarried. Proof of enrollment in a college or university is required.
- b) Children as referred to above shall include natural, adopted and foster children.
- c) 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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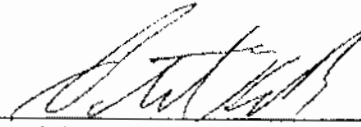
ARTICLE 19, SECTION 3

EMPLOYEE IDENTIFICATION CARD AND TRANSPORTATION PRIVILEGES

SECTION 3. ISSUANCE OF PASSES-EMPLOYEE ID/TRANSPORTATION PASS

All Operators are required to obtain an Employee ID Identification (ID) Card. At the time of initial issue, the Operator must complete a request form for the issuance of an ID Card. If the Operator subsequently loses the ID Card, another ID Card will be issued after the Operator completes the required forms. ID Cards will be distributed to Operators at their Home Base on an as-needed basis. Coach Operator Trainees will be issued an Employee ID/Transportation Pass during new hire orientation. After completion of the Coach Operator Introductory Period, requests for a dependent Transportation Picture Pass ID may be made by completing a Transportation Picture Pass ID Request Form and submitting that Form to the Human Resources Department. An appointment for Transportation Picture Pass ID card photographs for dependents must be made in advance.


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Patrick D. Kelly, Teamsters Local 952

Date 1-23-07

Date 1-23-07

