



Agreement Between

Amalgamated Transit
Union, Local 993
AND THE
Central Oklahoma
Transportation
& Parking Authority

Effective
July 1, 2022 through
June 30, 2025
Revised June 2, 2023

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ARTICLE I - GENERAL CONDITIONS

SECTION 1 - PERIOD OF AGREEMENT

This AGREEMENT, by and between the AMALGAMATED TRANSIT UNION, Local 993, herein designated as "UNION" and the Central Oklahoma Transportation and Parking Authority, herein designated as "COTPA", shall remain in full force and effect from July 1, 2022 through June 30, 2025, and from year to year thereafter provided however, that this AGREEMENT shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. Either or both parties shall on or before June 1, 2025, give written notice to the other party hereto of their election to terminate or their desire to affect such change or changes effective July 1, 2025 accompanied by a copy of the proposed change or changes. It is the intent of the parties to this AGREEMENT that negotiations for change or modification shall begin no later than ninety (90) days after the expiration of this AGREEMENT.

In the event either party elects to terminate this AGREEMENT and gives due notice thereof, as above provided, and the date fixed for termination of this AGREEMENT shall thereupon be terminated and the parties shall have no further liability of any kind whatsoever thereunder.

SECTION 2 - RECOGNITION OF MANAGEMENT RIGHTS

The UNION recognizes COTPA shall continue to have and to exercise exclusive rights to set policy, manage the business, determine the qualifications for employment, select all personnel, determine the size of the workforce, make and enforce reasonable rules and regulations governing the operation of the business and the conduct of its employees; and to otherwise exercise full control except as limited by the terms of this AGREEMENT.

SECTION 3 - SAVINGS CLAUSE

Should any part or portion of this AGREEMENT as herein contained be rendered or declared illegal, legally invalid or unenforceable by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by decision of any authorized government agency, such invalidation of such part or portion shall not invalidate the remaining parts or portions thereof. In the event of such occurrences, the parties agree to meet immediately and, if possible, negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect.

SECTION 4 - CHANGES OR AMENDMENTS

1. It is agreed by the parties hereto that this AGREEMENT, or any section or clause thereof, may be changed or amended at any time upon the mutual agreement of the parties hereto. The terms and conditions of this AGREEMENT are subject to the laws of the State of Oklahoma as they apply to the parties hereto.
2. All examples given in this AGREEMENT are for interpretation purposes and to show the intent of the parties.
3. This AGREEMENT supersedes and cancels all former contracts and supplemental contracts and agreements between the parties hereto. This AGREEMENT shall be binding upon and inure to the benefit of successor companies and/or lessees or assignees of COTPA'S transportation system.
4. In case of declaration of war by the United States of America, this AGREEMENT may be re-opened for renegotiation of Article II, Section 16 Schedule of Wages and Salaries and Article III, Section 14 Schedule of Wages or Salaries.

SECTION 5 - PUBLIC SERVICE

The parties to this AGREEMENT hereby recognize that they are engaged in a business impressed with public service, and that they owe to the public the duty and obligation to provide and render safe, adequate, continuous and efficient transportation service, and to that end they have entered into these mutual covenants, with full recognition of the paramount right and interest of the public, and their obligation to fully and sincerely cooperate to meet the public's requirements.

SECTION 6 - PROTECTION OF SERVICE

In support of the intent of Article I, Section 5 Public Service, the UNION and COTPA agree that protection of service and being prepared to fulfill certain requirements supporting contingency plans are of paramount importance. In the event sufficient employees are not available to meet these requirements, the parties agree that off-duty employees may be called upon and shall report to work when requested. All off-duty employees shall be placed on a list and requested to work voluntarily in seniority order. When an insufficient number of employees volunteer, the employee with the least seniority will be contacted to work involuntarily. All forced work will be limited to six (6) consecutive days. The least senior employee who has not worked the previous six (6) consecutive days shall be contacted and must report to work when directed. The parties agree that these employees must report when directed. Should there be insufficient time to follow this procedure, any employee shall report as so directed.

SECTION 7 - JURISDICTION OF UNION ACTIVITY

1. COTPA recognizes the UNION as the exclusive collective bargaining agency for those employees of COTPA who are represented by ATU Local 993.
2. Elected officers of the UNION will be given time off upon request of the Business Agent to do UNION business upon prior approval by COTPA.

SECTION 8 - NO STRIKES OR LOCKOUTS

The parties hereto agree that there shall be no strikes or lockouts on the property of COTPA, by or against the members of the UNION during the term of this AGREEMENT, or any extension thereof.

SECTION 9 - MEET AND TREAT

1. COTPA agrees to meet and treat with the duly accredited officers and committees of the UNION upon all questions arising hereunder between the parties hereto. Elected Officers being granted time away from work upon the request of the UNION to meet with COTPA will be compensated by the UNION. Elected Officers being granted time away from work upon the request of COTPA will be compensated by COTPA. The elected officers, whether meeting at the request of COTPA or at the request of the UNION will be required to notify their department of this time away from work to ensure accurate timekeeping records are maintained for payroll purposes.
2. COTPA may call Special Meetings to be held on Monday through Friday evenings after service hours as agreed to by the parties to this AGREEMENT. Notice is to be given at least three (3) working days prior to a meeting, Saturdays, Sundays, and holidays excluded. All employees shall attend such meetings unless excused by COTPA prior to the meeting.
3. The President/Business Agent or his/her designee and COTPA may mutually agree to have special meetings at other designated times.

SECTION 10 - UNION MEMBERSHIP

1. New applicants for employment, who if accepted, will come under the scope of this AGREEMENT, and will be advised by COTPA that they may join the UNION and the UNION shall be furnished with the name of such applicant. The UNION shall have the right to accept or reject said applicant for membership. The UNION shall not discriminate against any applicant because of race, religion, color, sex, age, national origin, or handicap. The UNION agrees it will notify COTPA within thirty (30) days after application for membership has been

received, whether or not such applicant is acceptable. This notification shall be in writing and state the reason(s) for such rejection.

2. New employees who come under the scope of this AGREEMENT shall be on probation for a period of ninety (90) days. During said probationary period, the UNION shall not represent any such employee on a grievance of any nature. Either party may request up to a thirty (30) day extension of the probationary period.
3. The UNION shall be the sole representative for collective bargaining of COTPA's operation and maintenance employees, whose occupations are listed in the wage schedules mentioned in this AGREEMENT. For the term of this AGREEMENT all employees covered by this AGREEMENT who are eligible for membership in the UNION may either become and remain members in good standing of the UNION within thirty-one (31) days of becoming employees or become nonmembers.
4. COTPA agrees to deduct at each pay period from the pay of each employee member of the UNION the union dues for the following pay period. COTPA further agrees, upon receipt of notice in writing from the UNION, to increase or decrease the amounts to be deducted as dues, and also to deduct the amount of any initiation fee of any new employee member of the UNION as directed in writing by the employee and the UNION. Such deduction shall only be made upon an employee's written authorization and shall continue in effect until revoked in writing by the employee's submitting written notice to COTPA and the UNION. COTPA agrees to remit the deduction for dues once each pay period promptly to the Secretary of the UNION.
5. COTPA recognizes and will not interfere with the rights of employees to either become or not become members of the UNION and will not discriminate against employees because of their UNION affiliation or non-affiliation or because of their legitimate UNION activity.
6. COTPA shall forward to the Secretary of the UNION the names of all persons entering or leaving the service in all departments.
7. COTPA agrees to check-off, and will deduct from each member's wages and turn over to the proper officers of the UNION all membership dues in the UNION (including initiation fees) of such members of the UNION as individually and voluntarily certify in writing that they authorize such deductions. Such authorization shall apply for the duration of this AGREEMENT between the parties, and any extension or renewal thereof, unless withdrawn in writing by such member at or before the expiration time of any contract year. This provision shall be construed and applied in conformity with the Labor Management Relations Act of 1947, as amended.
8. COTPA agrees to furnish to the UNION on or before the 15th of each month the following:
 - a. Date each employee qualifies and is placed on seniority list, with his or her address.
 - b. Date any employee leaves service.
 - c. Date of any change of employment, bracket, or classification of any employee affected by this Agreement.
 - d. A revised seniority list (twice each year only).
9. The UNION agrees to notify COTPA in writing of the duly accredited representatives and committees representing the UNION immediately upon their election or appointment to office.
10. The UNION agrees to indemnify and save COTPA harmless against any and all claims, demands, suits or proceedings arising out of, or by reason of, any action taken by COTPA in reliance upon the check off provisions of the AGREEMENT or on correctness of any dues deduction authorizations furnished by the UNION to COTPA. COTPA shall call upon the UNION to defend any suits or proceedings arising out of the foregoing indemnity, and without cost to COTPA and in the event the UNION fails to defend such suits or proceedings COTPA shall undertake such defense and all cost thereof shall be paid by the UNION.
11. Union Shop- All employees who come under the scope of this AGREEMENT shall become and remain members in good standing in accordance with the by-laws and Constitution of the UNION during the life of this AGREEMENT. Any such member who fails to comply with this section shall be suspended from the service of COTPA, without pay, upon written request from the officers of the UNION until such time as the UNION shall request his or her reinstatement.

Note: As agreed by the parties, for purposes of this Agreement, paragraph 11 of this Section shall not be effective or apply to either party, unless the provisions of Oklahoma Constitution Article 23 § 1A, as established by SQ 695, is deemed unconstitutional by a court of competent jurisdiction. The parties have agreed to retain the language above, for reference purposes only.

SECTION 11 - PAYROLL DEDUCTIONS

1. When the UNION presents to COTPA authorization for deduction of the UNION dues, initiation, assessments, and COPE fees of employees from their pay during the AGREEMENT period, COTPA will honor the same and pay monthly to the UNION the amount of dues collected under such authorization.
2. COTPA will not be permitted to deduct any money from any employee's paycheck for any purpose whatsoever, except, in case of credit union deductions, insurance, pension plan, court order, assignment for money due COTPA or as required by law or by mutual agreement.

SECTION 12 – SENIORITY

1. It is agreed that all UNION employees of COTPA shall be governed by overall company seniority for fringe benefits including the accrual of annual leave, retirement, and reduction in force. It is further agreed that all UNION employees shall also be governed by section seniority for run, position, and annual leave sign ups, as well as schedule of wages.
2. COTPA shall have the following sections:
 - a. Oklahoma City Regular bus operations section (includes Bus Rapid Transit Operators)
 - b. Oklahoma City Paratransit operations section
 - c. Norman Regular bus operations section
 - d. Norman Paratransit operations section
 - e. Norman Service Maintenance Section
 - f. Mechanical section
 - g. Paint & Body maintenance section
 - h. Parts maintenance section
 - i. Service maintenance section
 - j. Utility maintenance I section
 - k. Utility Maintenance II Section
 - l. Electronic Tech Section
3. On or about January 10th of each year, a roster of seniority will be posted. A period of thirty (30) days will be allowed for protestants to file a claim with both COTPA and UNION of error or change in the posted roster. Except for such claims filed and typographical error, at the end of the thirty (30) day period, the roster as posted will become officially accepted as the correct seniority roster and no further changes will be made thereafter. In the case of filed protest, such cases will be heard, and final decision will be rendered by agreement between representatives of the UNION and COTPA. Upon such agreement, the roster will be reposted in accordance with the agreed changes, if any, and said roster will become the accepted roster with no further changes permitted.
4. COTPA shall maintain listings of UNION employees on both an overall as well as section basis.
5. For new employees, seniority shall be based upon the date and time of acceptance by the Human Resources Manager or his/her designee of the report of physical examination for employment by COTPA.
6. Employees accepting official positions in the service of COTPA, or, if any member of the UNION shall be elected or appointed to office in the Amalgamated Transit UNION, either local or international, the duties of which shall require his/her absence from COTPA, they shall retain their accrual of seniority as an employee and upon their retirement from said elected or appointed office, they shall be placed in their seniority position with COTPA.
7. All employees covered by this agreement shall sign up for each day of annual leave to be taken according to overall section seniority based on the table below.

Section	Off Per Day	Section	Off Per Shift
Oklahoma City Regular Bus Operations (includes Paratransit, BRT and Extra board)	9	Mechanical	1
Norman Bus Operations (Includes Paratransit and Extra board)	2	Paint and Body Maintenance	1
Norman Service Maintenance	1	Parts Maintenance	1
Electronic Tech	1	Service Maintenance	1
		Utility Maintenance I	1
		Utility Maintenance II	1

8. Paratransit and Bus Rapid Transit operations sections will be considered as the regular bus operations section for the purpose of signing for annual leave. It is agreed that as the level of service increases, COTPA shall determine the number of additional employees that may be allowed off per day, section, and shift for each weekly period of the annual leave sign up. Such additional leave positions shall be posted at the time of annual leave sign up. It is further agreed that if the level of service significantly decreases, the UNION and COTPA shall meet and negotiate a change in the number of employees per work section that will be granted off each day.
9. Utility Maintenance II personnel may be required by the Facilities and Fleet Manager or designee to fill an area of coverage different from their bid position if a shortage occurs.

SECTION 13 - REDUCTION IN FORCE

1. When it is necessary to lay represented employees off due to reduction of forces, it shall be done in accordance with their overall company seniority standing. When it becomes necessary to put represented employees back to work, those who were laid off will be called back to work according to their seniority standing. Their seniority when they come back will date as of the date, they were last hired with COTPA and not as of the date they were called, provided that any employee affected must have and had one year's accumulated service with COTPA at the time he or she was laid off. If he or she was not called back within twenty-four (24) months from the time he or she was laid off, he or she will lose all seniority. Also, he or she shall not receive the benefit of pay increase due to length of service while out of actual service. Any employee laid off must file his or her address in writing with the head of the department within one (1) week after he or she was laid off, and in case of change of address, the department head must be notified within twenty-four (24) hours. It is understood that the employee must return to service upon five (5) days' notice of recall, Saturdays, Sundays, and holidays excluded. Notice of recall by certified letter deposited in the United States mail, or telegram filed with a telegraph company, will constitute notice under this section.
2. Employees with accumulated overall seniority that have been promoted to a supervisory position for COTPA will cease to accrue overall seniority during a reduction in force at such time as any UNION employee with more overall seniority has been laid off. The supervisory employee for COTPA will again begin to accrue seniority after receipt of a return to work by certified letter or telegram by COTPA, or after new employees are hired.
3. Laid off full-time employees shall be given preference for part-time work in order of seniority. Part-time status shall not impair recall right or full-time seniority rights.
4. COTPA may reduce the work force by section seniority given the following procedures.
 - a. The laid-off employees shall have the right to bump into any other section, or division covered by this AGREEMENT in accordance to their overall seniority.
 - b. It shall be COTPA's responsibility to train the employees in the job into which they bump.

- COTPA is not responsible for the training of those employees bumping into the Body Section, or the Mechanical Section. They must have prior training.
- c. Those bumping into the Service Section or the Utility Maintenance Section will receive ten (10) working days of training in order to qualify. Those bumping into the Regular Bus Operation Section, the Para-Transit Operation Section, and the Parts Section will receive thirty (30) working days of training in order to qualify.
 - d. Employee(s) bumping into other sections shall be paid at the rate equal to their seniority with the company for that section.
 - e. Article I, Section 13 Reduction in Force, shall only apply to reduction in force.

SECTION 14 - BULLETIN BOARDS

The UNION shall have the right to post notices of meetings (regular, special, or social) and bulletins of general common civic or patriotic interest to the employees on UNION bulletin boards provided by COTPA in places agreed upon by the parties. Such notices shall not be derogatory to any individual or injurious to COTPA's interest and shall be signed by the President, Vice-President, Financial Secretary/Business Agent, or Recording Secretary of the UNION and carry the UNION seal.

SECTION 15 - DISCIPLINE AND RIGHTS OF EMPLOYEES

1. The UNION agrees that it will not in any way interfere with or limit the right of COTPA to discharge or discipline its employees where sufficient cause can be shown.
2. COTPA reserves the right to make and enforce reasonable rules and regulations governing performance of the employees for the continuous and successful operation of COTPA, and when changing or adding to such rules and regulations, will post said changes or additions on bulletin boards and furnish copies to the UNION.
3. Employees, while on duty, which make statements or comments critical of COTPA and detrimental to the interest of COTPA, shall be subject to reasonable discipline, provided that they shall have the right to face the accuser except when sufficient cause can be shown as agreed to by COTPA and the Union.
4. There shall be no reprimanding of any member of the UNION in public, which would cause him/her to be embarrassed. If such reprimand becomes necessary, it shall be done privately. Supervisors shall not harass UNION members. The parties will treat employees with consideration, and UNION members will provide loyal and efficient service to COTPA.
5. Any employee covered by this AGREEMENT who appears before any official of COTPA on any matter, shall have the right to be accompanied at such hearing or investigation by an officer or officers of the UNION if said employee shall request.
6. Pre-Determination Hearings
 - a. A pre-determination hearing is provided to all non-probationary employees covered by this AGREEMENT prior to the imposition of a written warning, suspension, demotion, or dismissal. The hearing provides the employee an opportunity to refute or clarify the events leading to the disciplinary action, provide contrary evidence, explanation or comments, or questions, and fulfills due process requirements.
 - b. The Division Manager (or designee) must schedule a pre-determination hearing upon awareness that a written warning, suspension, demotion, or dismissal may be imposed as a result of employee misconduct or substandard performance. The hearing must be held within ten (10) working days after COTPA has knowledge of the occurrence that gives rise to an investigation.
 - c. A notice of the hearing shall be given to the employee in writing and a copy shall be furnished to the UNION.
 - d. Hearings may be postponed, rescheduled, or continued in the event that an employee's UNION representative is not available, COTPA representative is not available, or if COTPA and the UNION agree that further investigation of the case is necessary. Delays must be for reasonable circumstances and for a reasonable length of time agreed to by COTPA and the UNION.

- e. In the event COTPA concludes that immediate removal of the employee from the work site is necessary for public interest or safety, the employee may be suspended pending the outcome of the pre-determination hearing. The employee is instructed to leave the work site and is informed of the schedule for a pre-determination hearing as soon as practical.
 - f. The employee shall not be suspended without pay prior to the decision of the pre-determination hearing.
 - g. The Division Manager will make a decision within five working days after the pre-determination hearing is concluded.
 - h. Previous discipline older than 36 months will not be used in determining discipline unless violation of Drug and Alcohol Policy or Cardinal Infractions.
 - i. Copies of all statements, videos or other documents pertaining to the hearing will be provided to the Union two (2) working days prior to the beginning of the hearing.
7. In the event the employee is suspended or discharged, COTPA will within 24 hours of the suspension or discharge, provide the employee and UNION officer a letter setting out the reasons for such suspension or discharge via in person, e-mail or by mail.
8. Any employee who is discharged or suspended shall have the right to submit a grievance in accordance with the grievance procedures outlined in this AGREEMENT. If no such request is made to COTPA within the specified timeline, the discipline shall be deemed final by all concerned.
9. Working Days are defined as those days on which the employee is scheduled and appears for work. Saturdays, Sundays, COTPA holidays and employee's absences from work are not counted as working days. The first working day shall be defined as the first day following the day that COTPA has knowledge of the occurrence giving rise to the investigation and the first day following receipt of notification of grievance or arbitration requests.
10. Audio/Visual Technology: In the event that a vehicle operated by an employee is in an accident; or an incident occurs; or a passenger complaint is received, COTPA may review data recorded by an audio, video and/or GPS technology as evidence in the investigatory and/or discipline process. COTPA will limit the review period for discipline or corrective action to the scheduled workday of the employee not to exceed 2 hours before or after the triggering event (accident, incident, complaint). COTPA shall not randomly audit data for the purpose of discovering employee misconduct or other disciplinary purposes, nor shall it arbitrarily or randomly view data for the purpose of discovering employee misconduct or other disciplinary purposes. Any use of an audio, video and/or GPS technology for disciplinary purposes shall be in accordance with the terms of this AGREEMENT and subject to the grievance procedure contained herein. If COTPA reviews data in the course of an investigation or a disciplinary proceeding, COTPA shall provide the UNION with a copy of the data in a usable format and shall provide the UNION with a reasonable period to review the data.

SECTION 16 - PROCEDURE FOR GRIEVANCE

Purpose: The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level.

Definition: A "grievance," as is used in this AGREEMENT, means a claim by either COTPA or the UNION that the terms of this AGREEMENT have been violated, or that a dispute exists concerning proper application or interpretation of this AGREEMENT. Grievances shall be processed in accordance with the procedures and time limits outlined in this section.

All grievance notices shall specify the act or event grieved, the date of the occurrence, the identity of the employee(s) who claims to be aggrieved, the article and section of the AGREEMENT that has been violated, and the remedy sought.

Working days shall be as defined in Article I, Section 15 Discipline and Rights of Employees.

1. Disciplinary Grievance – Prompt Review

Any employee who is suspended or terminated shall have the right to go before a Prompt Reviewer provided a written request for a hearing is made within five (5) working days after the employee has received a letter of suspension or termination. The Prompt Review meeting shall be comprised of one or more COTPA representatives, the employee, and one or more UNION officials if the employee wishes them to attend.

If a grievance is requested, COTPA's Administrator shall designate a representative not involved in the discipline to conduct a hearing to be held within five (5) working days after request for review. At such hearing, COTPA, the employee, and/or the UNION may present relevant facts. Within five (5) working days after the hearing, the Prompt Reviewer shall notify the employee and the UNION in writing that the discipline has been rescinded, modified, or sustained.

If the suspension or discharge was found to be unwarranted, it will be revoked, and the employee will be reinstated with full seniority rights and paid the regular rate of pay for all time lost due to such suspension or discharge. If the discipline is sustained but the penalty is found by the Prompt Reviewer to be excessive, it may be reduced and seniority in such cases will not be affected.

If the suspension or discharge is sustained by the Prompt Reviewer, the UNION within five (5) working days after the receipt of the decision of the Prompt Reviewer may request Arbitration in accordance with the "Arbitration Procedure" section of this AGREEMENT. Prior to Arbitration, the COTPA Liaison and the UNION Liaison may meet to discuss settlement of this matter.

2. Non-Disciplinary Grievances

Step 1 – Within five (5) working days after the date of the occurrence or the date on which the grievant knew or should have known of the action giving rise to the grievance, an employee who feels aggrieved may discuss the problem with the immediate supervisor with a UNION representative present if requested by the employee.

Step 2 – Any grievant not satisfied with the results of the discussion may file a written grievance. The grievant shall present a signed written grievance to the Division Manager within five (5) working days after the date of the discussion with the immediate supervisor. The Division Manager shall meet with the grievant and a UNION representative, unless such meeting has been waived. After said meeting is held, the Division Manager must respond in writing to the grievance within five (5) working days.

Step 3 – If the grievant is not satisfied with the written response of the Division Manager, the grievance shall be presented to COTPA Liaison within five (5) working days after the receipt by the grievant of the Division Manager's written response. COTPA Liaison shall meet with the grievant and UNION President or his/her designee to try to resolve any disputes in fact, to obtain further evidence and to otherwise try to resolve the grievance, unless such meeting has been waived. This meeting shall occur within five (5) working days after receipt of the grievance appeal. After said meeting is held, COTPA Liaison must respond in writing to the grievance within ten (10) working days.

The UNION may request arbitration under Article I, Section 17 Arbitration Procedure, of this AGREEMENT provided such written request is made within five (5) working days after receipt of the decision of COTPA Liaison.

SECTION 17 - ARBITRATION PROCEDURE

1. Grievances alleging a violation of any provision of this AGREEMENT or claim of unjust suspension or termination may be carried to arbitration by COTPA or the UNION.
2. A reasonable effort shall be made to avoid the expense and trouble of arbitration as outlined in this AGREEMENT.
3. All questions alleging a violation of a provision of this AGREEMENT or a claim of unjust suspension or termination shall be submitted through the outline in Article I, Section 16 Procedure for Grievance.
 - a. In case COTPA Liaison and UNION President cannot settle a non-disciplinary grievance, the party must submit a request in writing for arbitration within fourteen (14) calendar days after receipt of the written opinion.
 - b. If the grievant or UNION disagrees with the Prompt Reviewer's decision concerning a disciplinary grievance, the party must request for arbitration within fourteen (14) calendar days after receipt of the written opinion.
 - c. In the event of discharge, COTPA will not disburse pension funds until the grievance procedure has been exhausted and with written notice to the Union President prior to distribution of pension funds.
4. The parties agree to submit the dispute to a single arbitrator. The Arbitrator shall weigh all evidence and arguments, points and disputes, and the written decision of the Arbitrator shall be final, binding, and conclusive and shall be rendered within forty-five (45) calendar days from the date of the conclusion of the arbitration hearing. The Arbitrator shall not add to, subtract from or in any way modify or change any terms or provisions to the AGREEMENT.
5. The party requesting arbitration shall request a panel of names from the Federal Mediation and Conciliation Service (FMCS) within thirty calendar days of the written request for arbitration and the parties shall within 30 calendar days of receipt of the panel of names, select the Arbitrator by alternately striking names from the panel. The UNION will strike first and then the parties will alternate striking first. In making such submission, the issue to be arbitrated shall be clearly set forth in writing. The Arbitrator shall weigh all evidence and arguments, points and disputes, and the written decision of the Arbitrator shall be final, binding, and conclusive. The Arbitrator shall not add to, subtract from or in any way modify or change any terms or provisions to the AGREEMENT.
6. The failure of either party to comply with the time limits of this section will serve to declare the matter settled in the favor of the other party.
7. The expense of the Arbitrator and all other expenses incidental thereto shall be borne equally.

SECTION 18 - NON ARBITRABLE CASES

The decision of management shall be final, and arbitration shall not be resorted to in cases where an employee is found to have committed any of the following acts:

- a. The misappropriation of COTPA funds
- b. Unauthorized removal or use of COTPA tools, materials, or other property
- c. Being intoxicated or using alcoholic beverages or drugs illegally while on duty. COTPA may require an examination to verify illegal use of such substances.

SECTION 19 - ATTENDANCE IN COURT

1. Employees directed by COTPA to attend court on behalf of COTPA shall be paid at the regular straighttime rate for time spent in court. When such employees are excused either by the court or the attorney for COTPA, at or before 1:00 p.m., such employees shall call their supervisor and inform him that they have been excused from court. Employees who are excused for court appearances shall return to his or her place of duty for the completion of eight (8) hours within his or her classifications of work for that day, if appropriate. If notified by the supervisor that their services are not required, or if excused between 1:00 and 8:00 p.m., they shall be paid a minimum of eight (8) hours. Court appearances for personal reasons with documented proof and prior management approval are to be excused absences.
2. If an employee receives a citation for any offense other than improper equipment, such costs, including lost time, shall be the responsibility of the employee. In the event of an incident, such as an accident or traffic violation, and there is an allegation of equipment malfunction as a contributing or casual factor, such alleged equipment malfunction shall be investigated by a panel consisting of a representative of management, and an official of the UNION. If an agreement cannot be reached by the panel, a third party, mutually agreed upon, shall be added to the panel. The decision of the panel shall be final. The costs of an incident or citation including lost time for court appearances, which occur, as a result of malfunction of equipment as agreed by the panel, shall be the responsibility of COTPA.
3. Employees serving jury duty shall be paid the difference between the jury fees and their normal pay for the time spent serving on said jury, provided the jury fees are less than the employee's normal wages for the same period. COTPA shall pay the employee his/her normal pay for the time served on jury duty. The employee shall endorse the jury duty check over to COTPA for deposit by COTPA. If the check presented by the employee to COTPA includes reimbursement for parking COTPA will return this reimbursement to the employee.
4. When an employee is required to report for jury duty and is released for all or part of a day, he or she shall report to his or her supervisor for work for the day or the balance of the day. Any work assigned must be within the employee's regular working hours.

SECTION 20 - ANNUAL LEAVE

1. The date for computing annual leave will be the employees' full-time employment anniversary date. Anniversary year will be from employment anniversary date to following employment anniversary date. Annual leave pay will be paid at the employee's hourly rate.
2. Upon completion of an employee's full-time employment service anniversary, employees will be credited with annual leave as stated in the table below.

Service	Annual Accrual	Maximum Accrual
3 month anniversary	40 hours	40 hours
1 year anniversary	64 hours	104 hours
2 to 4 year anniversary	104 hours	250 hours
5 to 9 year anniversary	120 hours	250 hours
10 to 14 year anniversary	144 hours	400 hours
15 to 19 year anniversary	184 hours	400 hours
20+ years	224 hours	400 hours

3. Any accrued annual leave in excess of the maximum accrual rate prior to the employee's next employment anniversary date will be forfeited.
4. Annual leave will be utilized during leaves of absence.
5. Employees may opt to maintain up to forty (40) hours of their accrued leave time when on a non-FMLA Leave of Absence. Employees must place this request in writing at the time of application for a leave of absence and submit it to the Human Resources department. Employees who do not elect this option at the time of application will not have this option available to them.
 - a. An employee must exhaust all of their leave time before being eligible for short term disability.
 - b. Employees may not retain leave if they are provided a federally required intermittent leave.
6. Annual leave used during leaves of absence will not count against the number of employees off on annual leave in accordance with Article I, Section 12 Seniority.
7. One week of annual leave will be five days for employees working a five-day week at the time of taking annual leave, or six days if the employee is working a six-day week at the time of taking annual leave. Time lost due to injuries sustained on-the-job and/or injuries sustained during authorized annual leave shall be counted as time worked for the purpose of accruing annual leave time.
8. Annual leave periods will be granted according to seniority as nearly as practicable by COTPA, so long as the service is not left unprotected.
9. Annual leave will be arranged on the days of the week chosen by the employee. Posting of available annual leave will be done on or before the first day of March. Annual leave sign up will begin on March 1st of each year. Each employee will sign up for a minimum of two (2) one (1) week of consecutive annual leave at this time. Employees must honor annual leave bid request for the dates requested unless employees give a forty-eight (48) minimum hours' notice. When any week includes an observed holiday, thirty-two (32) hours annual leave plus eight (8) hours holiday shall be considered one (1) week.
10. Sign-up in the Operations Division will be conducted on a seniority basis beginning with the most senior full-time employee and continuing until all full-time employees have had an opportunity to sign.
11. Sign-up in the Maintenance Division will be conducted on a seniority basis by section and shift.
12. The annual leave sign up will cover the period between May 1, of the current year, through April 30 of the following year, which will be the sign-up year.

13. In order to utilize unsigned annual leave an employee must give a 48-hour notice to their supervisor, emergency situations notwithstanding. The employee will be notified of approval or non-approval of annual leave within 24 hours of the request, Saturdays, Sundays, and holidays excluded. They may select annual leave from the available vacancies but cannot bump anyone who previously signed in proper order.
14. Sign up for existing annual leave and for annual leave to be credited upon the employee's next employment anniversary date will be as follows
15. Existing annual leave can be taken between May 1 of the current sign up year and the employee's next employment anniversary date.
16. Annual leave to be credited upon the employee's next employment anniversary date may be taken between the next employment anniversary date and April 30 of the current sign-up year.
17. Upon termination of services with COTPA, so long as the employee has reached their first-year anniversary date, for whatever reason, both earned and accrued annual leave benefits will be paid to employees. Employees do not earn annual leave time while on a leave of absence.
18. Employees will be permitted to work for COTPA during their scheduled annual leave with the consent of both the employee and COTPA during periods of abnormal workload or extreme emergency. In addition to annual leave pay, time worked will be paid at regular rates. For an employee who works for COTPA during all or part of his/her scheduled annual leave, the employee shall have the option of rescheduling his/her annual leave subject to the approval of his/her supervisor. If the employee elects to reschedule that part of his/her annual leave during which he worked for COTPA, the time worked for COTPA during the originally scheduled annual leave shall be paid at the regular rate.
19. COTPA will allow annually a maximum of two days (16 hrs.) of earned annual leave to be used for personal business with prior approval as determined by COTPA. Request for such use of available annual leave will be based on a first come first serve basis as approved by COTPA or his/her designate.
20. Annual leave shall be considered time worked for the purpose of accruing overtime pay.
21. All employees completing an application for retirement shall have the option of taking all earned and accrued leave prior to their retirement date or receiving pay for all earned and accrued leave. Accrual for sick and vacation time shall stop when all earned vacation leave is exhausted.

Part-Time Employees

22. Part-time employees with two (2) or more years of employment shall receive the following Annual Leave benefit:
23. 2 to 5 years of Part-Time Service: accrual in the amount of five days at a rate of 6 hours per day, which can be taken in one-day increments.
24. 5+ years of Part-Time Service: accrual in the amount of 10 days at a rate of 6 hours per day of which 5 days must be taken consecutively.
25. Part-time Annual Leave sign-up shall begin upon completion of the Annual Leave sign-up for full-time regular and paratransit operators.

SECTION 21 – HOLIDAYS

1. Effective July 1, 2023, all employees shall have as paid holidays the nationally recognized days of observance of Juneteenth, Martin Luther King Day, Labor Day, Thanksgiving, Christmas, New Years, Memorial Day, and Independence Day.
2. If a holiday as established in this AGREEMENT falls during an employee's annual leave time, the employee will be paid double time for the holiday. Double time as used in this paragraph is defined as eight (8) hours straight time pay for the holiday and eight (8) hours straight time pay for the day of annual leave.
3. If a holiday as established in this Agreement falls during an employee's regular day off, the employee will be paid for eight (8) hours straight time.
4. Should an employee be required to work on a nationally recognized day of observance of a holiday as established in this AGREEMENT, said employee shall be paid double time for all hours worked with a minimum guarantee of eight (8) hours plus the regular holiday pay.
5. Employees must work all of their scheduled hours both the first scheduled workday before and after a holiday to be paid for that holiday, unless said employee is out for annual leave, jury duty, sickness verified with a doctor's statement, or assigned day or days off, or an approved leave.
6. During the work week in which an agreed holiday occurs.
 - a. For those persons who do not work the holiday, and whose job assignment has four (4) remaining workdays in the week, overtime rates will be paid for work in excess of thirty -two (32) hours for the week.
 - b. For those persons who do not work the holiday, and whose job assignment has five (5) remaining workdays in the week, overtime rates will be paid for work in excess of forty (40) hours during the five (5) remaining workdays of the week for maintenance personnel and in excess of forty (40) hours for operators.
 - c. For those persons who do work the holiday, same as paragraph 6(b) plus holiday rate for time worked on the holiday.
7. Holiday work will be posted at least four (4) weeks prior to the holiday. Employees will be allowed to sign up on a section seniority basis. When holiday work is not filled on a voluntary basis then employees will be forced to work from the bottom of the section seniority roster.
8. Part-Time Employees
 - a. A part-time operator shall be paid holiday pay of six (6) hours straight time when a holiday occurs on his/her scheduled workday.

SECTION 22 - SICK LEAVE

1. The parties agree that a program of sick leave benefits shall be available for all employees of COTPA. Each full-time employee will accrue sick leave at the rate of eight (8) hours for each month worked. Work time for this purpose is defined as any time for which the employee receives salary or wages.
2. Sick leave benefits may be accumulated up to, but not to exceed fifteen hundred (1500) hours.
3. Sick leave shall be used in blocks of not less than four (4) hours after the beginning of the shift (initial call in) and the remainder of the shift can be taken in no less than two (2) hour increments unless the employee has approved FMLA leave. Employees not on approved FMLA leave with a sick leave balance less than four (4) hours will not be required to exhaust remaining sick leave but will be charged a non-scheduled absence for the balance of the workday.
4. Employees anticipating being absent for injury or ill health shall notify his/her supervisor thirty (30) minutes if physically able.
5. Employees requesting the use of sick leave for pre-scheduled appointments may use sick leave in two (2) hour blocks but must notify his/her supervisor in writing at least forty-eight (48) hours prior to the appointment.
6. All employees using sick leave will be required to complete a leave request form forty-eight (48) hours prior to leave usage for doctor's appointments or within two (2) working days after returning to work. Failure to complete a request form may result in a non-scheduled absence.
7. If a doctor's appointment is scheduled for the next day while at the doctor's office, the forty-eight hour requirement will be waived.
8. Sick leave shall be paid at the regular straight time rate of pay applicable to the individual employees.
9. When an absence due to injury or illness exceeds three (3) workdays of scheduled work time, the employee shall present, at the time of return to work, a statement from his/her doctor or dentist describing the injury or illness. COTPA will require a doctor's statement for any absences over three (3) working days or absences prior to or immediately following annual leave or holiday leave to be classified as sick leave or any form of excused absence.
10. Sick leave may be taken as time is accrued. Employees with approved FMLA will be required to use any available sick and annual leave balances prior to going on unpaid FMLA leave.
11. COTPA may investigate the alleged illness or injury of any employee absent on sick leave. False or fraudulent use of sick leave shall be cause for disciplinary action against the offending employee. False or fraudulent use of sick leave shall mean using accumulated hours of sick leave for convenience, such as reporting late, or any other use of sick leave where the employee is not suffering from symptoms of illness or the employee or their immediate family members are not receiving medical attention. Employees who have patterns of sick leave that are congruent with weekends, holidays or upon accruing will be required, upon management request, to submit medical documentation until such time as they have over sixteen (16) hours of accrued sick leave banked. Accrued sick leave up to a maximum of one thousand (1,000) hours shall be paid to an employee upon retirement or to his/her estate upon death.
12. Sick Leave Bonus:
 - a. An employee who is not charged with an absence due to sickness in any calendar quarter will be credited with a bonus sick leave benefit in the amount of eight (8) hours credit on a quarterly basis.
 - b. The employee shall have the option of receiving eight (8) hours of pay or converting the bonus sick leave credit to annual leave or bonus sick leave. At the end of each fiscal year those employees who have qualified for a bonus sick leave benefit for all four quarters of the fiscal year may elect to receive pay for all sick leave accrued during that year in excess of seventy-two (72) hours. Those employees electing to receive sick leave credit may accrue these "bonus hours" up to the stated maximum 1,500 hours.
 - c. Those employees electing to convert the sick leave credit to annual leave will have twelve (12) months from the date of accrual to use the leave time.

- d. If the bonus annual leave time has not been used within twelve months of the accrual date, then the time will be lost.
 - e. The year will be based on the twelve-month period beginning January 1st through December 31st.
13. Upon termination of employment for any reason, employees shall be paid for all earned bonus sick leave benefits at the regular rate of pay.
 14. Sick Leave Donation:
 15. An employee absent from work due to an approved FMLA qualifying condition or Leave of Absence (LOA) may receive donated sick leave from other employees withing COTPA, provided the employee has exhausted all accrued leave to include annual, sick and bonus accruals. Donated sick leave can only be used for an FMLA qualifying condition or Leave of Absence during the approved period. To donate sick leave, an employee must have a minimum sick leave balance of 80 hours. Donated sick leave must be donated in four-hour increments. The amount of sick leave that can be donated to a single employee by any one employee shall be twenty-four (24) hours per rolling 12- month period.
 16. Sick leave donations may be used for intermittent use after an employee returns to work from FMLAor LOA. An employee that returns to work on a reduced schedule basis may continue to access any donated sick leave until the employee returns to full duty work. Sick leave donations shall be applied only to FMLA or LOA absences that occur within the current pay period and cannot be applied retroactively to dates outside the current pay period. Sick leave donations for intermittent use must be used in four (4) hour increments.
 17. Sick leave donation requests will be posted within 24 hours of notifying the Human Resources department. Personal solicitations for sick leave donations are prohibited. Any employee found soliciting sick leave donations on their own behalf could forfeit their right to use of the sick leave donation program. Sick leave donations will remain anonymous/confidential outside of the payroll officer processing the donated leave.

SECTION 23 - BEREAVEMENT LEAVE

1. Each employee shall be entitled to bereavement leave of three (3) days with full pay in the event of a death in his or her immediate family.
2. Immediate family is defined as the employee's spouse, parents, children, siblings, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, son in-law, daughter in-law and grandchildren. A legal guardian who served as a parent shall be considered a parent.
3. Other bereavement leaves may be granted within the same calendar year at the discretion of the employee's supervisor, but without pay.
4. COTPA may require proof of death (i.e., obituary or death certificate) before an absence will be approved as bereavement leave.
5. Part-time employees with two (2) or more years of employment shall receive the following Bereavement Leave benefit:
 - a. Bereavement Leave of three (3) days with full pay at a rate of 6 hours per day.
 - b. Bereavement Leave pay shall not exceed six (6) days per calendar year.

SECTION 24 - PHYSICAL EXAMINATION

1. Each employee covered by this AGREEMENT agrees to submit to a physical examination as often as deemed necessary by COTPA. It is understood that the examining physician shall be selected by COTPA and that the cost of such examination shall be borne by COTPA.
2. It is further understood that should any physical examination indicate the physical unfitness of any employee; such employee shall be relieved from service until such time as they are judged physically able to perform their duties.
3. In cases where an employee is required to submit a doctor's statement, COTPA reserves the right to accept a statement from an employee's personal physician. If COTPA refuses to acknowledge such a statement, the employee will be required to be examined by COTPA'S physician and be paid two (2) hours at regular wages for the re-examination.
4. If such aforementioned physical examination shows the employee to be physically incapable of performing his or her duties and said employee is not satisfied, he or she may, at his or her own expense, be examined by a physician of his or her choosing, and report of the examination filed with COTPA within five (5) days, Saturdays, Sundays, and holidays excluded, after having been notified by their supervisor of the adverse ruling by the physician designated by COTPA. If the conclusions of the physician of his or her choosing and the physician designated by COTPA are at variance as to the employee's capability to perform the required work, a panel of five (5) names of physicians shall be requested from the Oklahoma County Health Department. The appointment of the third physician shall be made by both parties alternately striking names from the panel with the first strike determined by lot. The third physician, upon appointment, shall make the final decision relative to the employee's ability to perform the required work. The decision of the third physician must be received by COTPA within twenty-five (25) days, Saturdays, Sundays, and holidays excluded from the date of the examination of the first physician designated by COTPA, or the employee will be removed from COTPA'S employment. Each party shall bear the expense of the third physician equally.
5. It is further agreed that if COTPA'S designated physician determines the employee to be physically unable to perform his or her normal duties and it is later determined by the majority of the three (3) physicians that the employee was physically able to perform his or her normal duties, the employee will be paid for all the time lost up to a maximum of ten (10) days.

SECTION 25 - EXPENSE FOR MEALS AND TRAVEL

Employees involved in approved COTPA business outside the Oklahoma City urbanized area shall have expenses paid in accordance with the established travel and per diem policy.

SECTION 26 - VEHICULAR ACCIDENTS OR INCIDENTS

1. All accidents are to be reported and reviewed regardless of fault, amount of damage, or injury. Any employee involved in a COTPA vehicle accident or incident must verbally notify the Operations on-duty dispatcher immediately. The employee will remain at the scene of any accident involving property damage or bodily injury until so instructed by a supervisor to leave. Further, all accidents and incidents must be reported in writing to COTPA within twenty-four (24) hours, Saturdays, Sundays, and holidays excluded. All employees involved in vehicular accidents or incidents occurring on a bus must report such accident or incident in writing to the Safety Department or immediate supervisor within twenty-four (24) hours, Saturdays, Sundays, and Holidays excluded.
2. Accident Classification: A panel comprised of the Training and Safety Specialist or his/her designee and the UNION President/Business Agent or his/her designee shall review all accidents or incidents to determine classification.
3. COTPA shall submit all pertinent information relative to each and every accident, to the Risk Management Department of the City of Oklahoma City. Risk Management will assemble a

Safety Review Committee. This committee considers all information supplied for each accident and assigns a preventable or non-preventable classification for each. The committee will consider each accident within a reasonable time.

4. Should the City of Oklahoma City no longer assemble a Safety Review Committee COTPA and ATU, Local 993 will meet and mutually agree to form a Safety Review Committee.

The employee is then notified as to the classification and can appeal the ruling for reclassification. This appeal must be made within three (3) working days of the notice of ruling. The employee can participate in the appeal hearing. The employee will be reimbursed any lost wages from his/her attendance at the Appeal Hearing should the initial ruling of preventable be reversed.

5. Accident will be defined as follows:

- Collisions/Contact with Vehicle
- Collisions/Contact with Fixed Object
- Collisions/Contact with Person
- Incident Resulting in Immediate Medical Attention Away From the Scene

** Note: A definition of an incident is defined in paragraph 6 of this section.

6. Preventable Accidents

A preventable accident is defined as: an accident in which the involved Operator did not do everything that could be reasonably expected to avoid the accident.

Preventable Accidents will not be considered in determining disciplinary action after a continuous period of twenty-four (24) months during which that employee has had no other preventable accidents. This twenty-four (24) month period will not include periods of approved leave of absence in which the employee is not performing job duties as defined in their job classification.

7. Preventable Incident

A Preventable Incident is a preventable accident that does not involve personal injury which requires medical attention and vehicle/property damage less than twenty-five hundred (\$2,500.00) dollars. This dollar amount should include damages to all vehicles or property damaged as a result of the accident.

An employee may have one Preventable Incident within a twelve (12) month period. A second and any subsequent preventable incident within a twelve (12) month period will be rated as preventable and utilized towards progressive discipline as outlined in the Disciplinary Progression section of this policy. Preventable accident/incidents shall be considered the same for purpose of qualification for Incentive Bonus.

8. Other Reportable Incidents

Incidents will be defined as an event whereby the vehicle operated by the employee did not collide with a vehicle, person, or fixed object but an event occurred such as; boarding, alighting, or onboard slip and fall or damage to vehicle caused by non-fixed object. These incidents must be reported following the same guidelines as other vehicular accidents and incidents.

9. Disciplinary Progression for Preventable Accidents/Incidents:

Having a preventable accident/incident is considered just cause for discipline. Accidents/Incidents of an extremely severe nature-involving disregard for safety practices and/or gross negligence may result in accelerating the disciplinary progression up to and including termination.

First Offense:	Retraining
Second Offense:	Written Reprimand**
Third Offense:	One (1) Day Suspension
Fourth Offense:	Three (3) Day Suspension
Fifth Offense:	Possible Discharge

**After second preventable accident, a skills assessment will be performed and/or retraining will be required.

SECTION 27 – INSURANCE

1. COTPA shall provide an insurance program through the City of Oklahoma City’s insurance provider(s) for all active employees and retirees covered by this AGREEMENT. All active employees and retirees covered by this AGREEMENT will be eligible to participate in the City of Oklahoma City’s:
 - a. Health insurance under a Health Maintenance Organization (HMO) program and/or a Preferred Provider Organization (PPO) and/or an Exclusive Provider Organization (EPO) from the same provider at the same tiers and employee costs as City employees
 - b. Dental insurance program(s) from the same provider at the same tiers and employee costs as City employees
 - c. Vision insurance program from the same provider at the same tiers and employee costs as City employees
 - d. Life insurance for all employees at no cost to the employee in the amount of \$25,000.00 effective January 1, 2023.
 - e. Weekly indemnity insurance for each employee at no cost to the employee, to provide benefits in the amount of 60% of weekly earnings as defined by the short-term disability provider policy, not to exceed \$500 per week for a maximum of 24 weeks with an accident and sickness elimination period of 14 days.
2. Employees who retire as of September 1, 1973, or any time thereafter, and are otherwise qualified to receive immediate pension benefits from COTPA’S pension plan effective February 1, 1970, may participate in COTPA’S group life insurance program at their sole expense, according to the terms of the policy.
3. Employees who retire as of September 1, 1973, or any time thereafter, and are otherwise qualified to receive immediate pension benefits from COTPA’S pension plan effective February 1, 1970, may participate in:
 - a. The City of Oklahoma City’s group dental program at the same tiers and retiree costs as City retirees
 - b. The City of Oklahoma City’s Health Maintenance Organization (HMO) program and/or a Preferred Provider Organization (PPO) and/or an Exclusive Provider Organization (EPO) while the retiree is under the age of 65
 - c. COTPA’S Medicare supplement program while the retiree is over the age of 64 through December 31, 2017. Beginning January 1, 2018, the City of Oklahoma City’s Medicare supplement program while the retiree is over the age of 64.
4. COTPA shall pay a portion of the cost of retiree health insurance as outlined below for all current retirees who previously elected and new retirees that choose to elect to participate in the group health plans provided the employee allows the retiree balance of the premium to be deducted from his/her monthly pension benefit as approved by the Pension Committee.

Effective July 1, 2020, COTPA contributions towards the cost of retiree health insurance for employees under 65 is as follows:

Under Age 65	
10-14 Years of Service	\$187.00 Per Month
15-19 Years of Service	\$275.00 Per Month
20-24 Years of Service	\$374.00 Per Month
25+ Years of Service	\$462.00 Per Month

Effective July 1, 2023, contributions towards the cost of retiree health insurance for those of the age of 65 is as follows:

Over Age 65	
10-14 Years of Service	\$152.28 Per Month
15-19 Years of Service	\$223.65 Per Month
20-24 Years of Service	\$303.37 Per Month
25+ Years of Service	\$374.75 Per Month

5. COTPA shall, at no cost to the employee, provide felonious assault insurance in the amount of \$50,000 or loss of life or permanent disability. The Parties understand that it is the intent to move all active employees and retirees covered under this AGREEMENT to the City of Oklahoma City's insurance program and is contingent on approval by the ATU membership, COTPA Board of Trustees and the City of Oklahoma City. In the event the Parties are unable to move all employees to the City of Oklahoma City's insurance program, the Parties agree to meet so that an agreement can be reached.
6. Effective January 1, 2024, the retiree life insurance benefit shall be \$5,000 in accordance with the terms of COTPA's life insurance policy.

SECTION 28 - PENSION PLAN

1. All employees will participate in COTPA'S Pension Plan as amended, in accordance with the guidelines of the Plan.
2. The Pension Plan shall be effective July 1, 2018, the employee contribution shall be \$48.52 per week and COTPA shall contribute \$60.05 per week. Effective July 1, 2023, the employee contribution shall be \$57.52 per week and COTPA shall contribute \$69.05 per week.
3. Effective March 1, 2018, the benefits formula for all active employees shall be amended to \$60.00 per month for each year of full-time service from the date of hire. Effective July 1, 2023, the benefits formula for all active employees shall be amended to \$65.00 per month for each year of full-time service from the date of hire.
4. Effective the first day of March 2002, the Pension Plan shall provide current retirees of COTPA an increase of 5% to their current monthly retirement annuity. Effective July 1, 2003, retirees shall receive an additional increase of 3% to their monthly retirement annuity. Effective July 1, 2023, retirees shall receive an additional increase of 3% to their monthly benefit.
5. Employees of COTPA may retire after 25 years of full-time employment with full benefits in accordance with COTPA'S Pension Plan.

SECTION 29 – PASSES

1. Assuming that the individual in question meets the passenger criteria for using the regularly scheduled bus and ferry and/or paratransit services, COTPA agrees to provide free transit passes on all regularly scheduled bus, bus rapid transit, ferry routes, paratransit services, streetcar and/or rail for employees covered by this AGREEMENT.
2. COTPA further agrees to provide free passes on all regularly scheduled bus routes and/or paratransit services for the spouses of all employees, including pensioned employees' spouses, and deceased pensioned employees' spouses covered by this AGREEMENT, after said employee successfully completes his/her probationary period.
3. COTPA may request proof of marriage prior to issuing a free pass to a spouse.
4. COTPA further agrees to provide a free pass on all regularly scheduled bus routes and paratransit services to any worker having fifteen (15) years of service with COTPA and whose employment is terminated by COTPA through no fault of the worker, or because said worker is seriously or totally disabled.
5. Except in case of emergencies, an employee will not be assigned to transport a qualifying spouse in paratransit service.
6. Any employee or spouse who abuses the privileges herein granted, in the opinion of COTPA shall be completely barred from free transportation. All employee passes, including spouse passes, will be turned in when the employee is on leave of absence or laid off due to reduction-in-force or when an employee's service is terminated for any reason other than retirement except as previously noted.
7. If the Board changes the policy to permit a family member or dependent to use a pass, the parties agree to modify this Agreement to incorporate such policy.

SECTION 30 – REMUNERATION, OVERTIME AND WORK SCHEDULES

1. All full-time employees will be scheduled for at least forty hours per week.
 - a. Any employee working a 4-day workweek will receive at least two consecutive days off, and three days off in a workweek.
 - i. COTPA will schedule up to 50% of employees covered by Article III for a 4-day workweek for each shift.
 - b. Any employee working a 5-day workweek will receive two consecutive days off except for employees in a bargaining unit that has six-day service.
 - ii. For employees working Extraboard, refer to the Extra Operators section in Article II.
 - c. The implementation of a 4-day workweek will not affect the number of employees off per shift.
2. All part-time employees will be scheduled for up to 29 hours per week.
3. Overtime will be paid after an employee has worked 40 hours per work week at a rate of time and one-half unless specified differently in this Agreement.
4. The pay period will be defined as 12:00 a.m. Sunday to 11:59 pm on Saturday.
5. All Wages will be paid in two-week periods.
6. All employees will be paid following the end of a two-week pay period by the following Friday by 9:00 a.m.
7. In addition to the basic rates of pay specified in this AGREEMENT, all employees covered by this AGREEMENT shall be paid a cost of living allowance for the first year of the term of this AGREEMENT. Said allowance shall be determined and redetermined on the basis of changes in the official consumer price index for urban wage earners and clerical workers, city averages, published by the Bureau of Labor Statistics, United States Department of Labor (1967-1969 base) hereinafter referred to as BLS Consumer Price Index.
8. The BLS Consumer Price Index for January 1981 shall be the base index. The change BLS Consumer Price Index shall be effective for the first pay period after one full month after the publication of the BLS Consumer Price Index for the six-month period in question.
 EXAMPLE: The increase, if any, from January 1, 1981 to July 1, 1981, shall be effective on the first day of October, 1981, assuming that the last segment of the six (6) month period is published in September, 1981. Any change is subject to adjustment in this manner, each succeeding six (6) month period for the term of this AGREEMENT.
9. The amount of increase which shall be allowed to the base pay of the employees covered by this AGREEMENT in case of a rise in the BLS Consumer Price Index shall be determined by adding one cent per hour in each five-tenths of one percent rise in the BLS Consumer Price Index. There shall be a maximum allowance for any one six-month period of fifteen cents per hour through June 30, 1982, even though the BLS Consumer Price Index may rise more than seven and one-half points in that period.

EXAMPLE:

Index	July	January	Increase	Allowance
A	20.0	22.0	2	\$.04 per hour
B	20.0	24.0	4	\$.08 per hour
C	20.0	26.0	6	\$.12 per hour
D	20.0	28.0	8	\$.15 per hour

10. In no event will a decline in the BLS Consumer Price Index below the base index of January of 1981, provide a basis for reduction in the base wage scale, but a decline from any prior increase above the base index shall be reflected in a decrease in any previously computed allowance.
 EXAMPLE: If the index goes up 1.0 during any one six-month period and it goes down 1.5 during the next six-month period, there shall be a reduction in the allowance of \$.01 per hour for the computation period in question.
11. Subsequent readings and adjustments, if any, shall be made each succeeding six months for the term of the AGREEMENT. The Cost of Living Allowance shall be used in the computation of straight time, overtime, spread time premiums and other allowances in the same manner as basic hourly rate is used in such computation.

12. No adjustments, retroactive or otherwise shall be made due to any revision, which may later be made in the published figures for the BLS Consumer Price Index for any base month.
13. The continuance of an allowance is dependent upon the availability of the monthly BLS Consumer Price Index in its present form and calculated on the same basis as the index for January 1981, unless otherwise agreed upon by the parties. The Bureau of Labor Statistics changes the form or the basis of calculation the BLS Consumer Price Index. The parties agree to request the Bureau to make available for the life of this AGREEMENT a monthly consumer price index in its present form and calculated on the same basis as the index for January 1981.
14. As agreed by the parties, for the purpose of this AGREEMENT, paragraphs 2 through 8 of this Section, Remuneration, will not be effective or apply to either party. Both parties have agreed to retain this language in this AGREEMENT for reference purposes only.
15. If COTPA reaches its goals of Preventable Accident per 100,000 miles driven, road calls, and Daily Average Ridership, each employee covered by this AGREEMENT will receive a two percent (2%) increase every six (6) month period. If these goals are reached, one percent (1%) will become a part of or be rolled into the employee's base or regular pay.
16. Employees covered by this AGREEMENT will have the opportunity to earn incentive pay if the following items are reached:
 - a. No absences except approved holidays, annual leave, paid bereavement leave, approved UNION business, sickness by an authorized doctor's statement, military leave, and authorized court appearances.
 - b. No miss outs/late charges.
 - c. No preventable accidents.

Incentive pay of fifty cents (\$.50) per hour worked during the six-month period will be allocated to any employee who successfully reaches the above-stated goals on each January 1st and July 1st of this AGREEMENT. Payment will be made with a separate check to the employee and will not become part of the employee's base pay.

SECTION 31 - REQUIREMENT FOR TELEPHONE

All employees covered under this AGREEMENT are required to maintain an operable telephone at their place of residence and the address of their residence updated with COTPA Human Resources Office. COTPA Human Resources shall be notified within two (2) working days of telephone number or address changes or problems resulting in loss of telephone service or change in permanent address. For purposes of this section, the term "operable telephone" shall include, but not be limited to, a cellular phone, a mobile phone, a portable phone, or a pager. Failure of an employee to maintain an updated telephone number and/or address with COTPA Human Resources office will exempt COTPA from their obligations to provide written or verbal notification as outlined in Article 1, Section 15 Discipline and Rights of Employees; Section 16 Procedure for Grievance; Article II, Section 2 Changing of Schedules; Section 3 Paratransit Operators; Section 6 Unassigned Trippers; Section 13 Regular and Overtime Pay; and Article III, Section 14 Overtime under the terms of this AGREEMENT.

SECTION 32 - REQUIREMENT FOR LICENSE

1. All employees covered under this AGREEMENT with the exception of Utilities Maintenance I, Utilities Maintenance II, and Parts Person positions must possess a valid Oklahoma Commercial Driver's License, Class B, with a "P" (passenger) endorsement.
2. COTPA shall reimburse employees for the difference in the cost of a class D, driver's license, and a commercial driver's license; class B with a "P" endorsement. If an employee should terminate employment with COTPA within two (2) years of the date of their license renewal, fifty percent (50%) of the reimbursement amount shall be deducted from his/her final paycheck.
3. All employees shall furnish a current Commercial Driver License, "CDL" for review by management.
4. COTPA will create a master list of expiration dates for all employees' CDL and post it in

prominent locations. An employee who's CDL expires within 60 days of date of posting will be clearly identified. Employees shall have ten days from posting to review and notify management if there are any corrections to be made. A final copy of said list shall be furnished to the UNION.

5. Prior to the expiration date of the CDL, the employee must show proof to COTPA that he/she has renewed the license.
6. Employees who allow their CDL to expire will be subject to disciplinary action up to and including termination.
7. If an employee's license is suspended for any reason, the employee shall notify management before the end of the day after the employee receives notice. The employee shall be suspended from work without pay but with benefits for up to 30 days.
8. If an employee is suspended for more than 30 days due to a driver's license suspension, the employee shall still remain as an employee of COTPA but go into a status where he/she accrues no additional seniority. In addition, said employee will not receive paid benefits from COTPA. Should the employee desire to retain benefits, those will be provided at the employee's expense. Employees may remain in this latter status for up to one year. At the end of that time, if the employee has not gotten his/her CDL reinstated, he/she shall be discharged.

SECTION 33 - TRADING WORK AND OFF DAYS

Trading of work and off days between employees shall be permitted in accordance with the following regulations:

- a. All trading must be approved by the Division Head. Both employees involved must be present at the time and must have a valid reason for requesting the trade.
- b. Full runs (picked or assigned to regular operators) may be traded for no more than 3 consecutive days, except by mutual agreement between Management and the President/Business Agent of Local 993.
- c. All requests for trading work and off days shall be made at least 24-hours in advance except in the case of an emergency.
- d. All trades (Maintenance or Operations) will follow the previous procedure and will not exceed 3 consecutive days except by prior agreement between Management and the President/Business Agent of Local 993.
- e. Once the trade is effective, any necessary discipline shall be given to the employee who actually committed the infraction.

SECTION 34 - SUBCONTRACTING

COTPA shall not subcontract or assign to others work which is or has been normally and regularly performed by employees within the collective bargaining unit, except for the installation, repair and maintenance of bus stop signs or in cases of exceptional circumstances when the work or service required cannot reasonably be performed by the available complement of unit members. COTPA reserves the right to continue its present practice of contracting out certain work of the nature and type contracted out in the past to tax-exempt, non-profit organizations or in the form of taxi vouchers for the elderly and handicapped. COTPA shall not establish subsidiaries, which perform work or routes historically performed by bargaining unit employees.

SECTION 35 - SUBSTANCE ABUSE POLICY

All employees will participate in the Substance Abuse Policy, which will be in accordance with federal regulations.

SECTION 36 - APPLICABILITY

This ARTICLE I is applicable to all COTPA employees who are represented by the AMALGAMATED TRANSIT UNION, Local 993 covered by this AGREEMENT.

SECTION 37 - VENDING MACHINES

1. The UNION shall be responsible for the vending machines on all properties owned by COTPA used for transit operations and within the BRT system excluding parking garages. Vending machines at future BRT and bus transfer stations will be with COTPA approval as to machine specifications, content, and maintenance. The Profits from these machines shall be used for the benefit of COTPA employees.
2. Tenants who lease space from COTPA shall have the right to provide and maintain or contract with an outside vendor of their choice to provide and maintain vending machines in their leased areas, for the sole use of the tenant, their employees, their clients, and guests.

SECTION 38 - UNION LIAISON

1. COTPA will pay the ATU, Local 993 President/Business Agent eighty (80) hours per month at an hourly rate of \$33.38 and shall receive the same percentage increases as all other bargaining unit members effective July 1, 2022, for UNION Liaison activities conducted. An ATU member serving as the UNION Liaison will be relieved from the regular duties of his/her previous classification in order to serve exclusively as the UNION Liaison. All time lost by the ATU member while serving as the UNION Liaison shall be considered to be time worked for the purposes of fringe benefits and seniority afforded other employees covered by this AGREEMENT. When the ATU member is no longer serving as the UNION Liaison they may return to their previous position.
2. UNION Liaison activity will include employee representation at grievances and arbitrations, meetings with COTPA personnel when representing UNION interests and UNION meetings/conferences.

SECTION 39 - SAFETY AND CUSTOMER SERVICE COMMITTEE

To support a safe workplace, a joint Labor-Management Safety Committee will be created with an equal number of Management and Union Officials. The committee is being established pursuant to the requirements of the Federal Infrastructure Investment and Jobs Act (49 U.S.C. 5329) which became law November 5, 2021.

SECTION 40 – ON THE JOB INJURIES

1. Any employee involved in an accident or injury on the job which may produce personal injury or aggravate an old injury must report such accident or injury in writing to his or her supervisor or the Safety Division within forty-eight (48) hours excluding Saturdays, Sundays, and holidays or days off.
2. When an employee is injured on the job, his/her regular pay will be continued for the balance of that normal workday. Employees will also be paid for time required to make trips to the doctor's office or clinic for the job-related injuries while not drawing workers' compensation benefits. No more than one (1) hour will be allowed for travel time to and from the doctor's office or clinic.
3. Time lost on account of injury sustained on the job will be counted as time worked for purposes of determining seniority.

SECTION 41 – ATTENDANCE AND MISSOUT/TARDY

1. A missout/tardy is defined as being late for a scheduled shift or failing to call off at least thirty (30) minutes before the beginning of the shift if you are going to be absent.
2. A Non-Scheduled Absence (NSA) is defined as any absence from work that was not requested at least 24 hours in advance and approved by the Department Manager.
3. An absence will not be classified as an NSA if one or more of the following conditions are met:
 - a. Approved Union Business (as described in Article I, Section 7 Jurisdiction of Union Activity)
 - b. Approved Family Medical Leave Act (FMLA)
 - c. Approved Medical Leave of Absence (LOA)
 - d. Serving a disciplinary leave
 - e. Approved Annual leave with sufficient leave balance.
 - f. Approved Bereavement Leave
 - g. Verified request for Jury Duty
 - h. Verified Military Leave
 - i. Prearranged doctor appointments with 48 hours' notice of appointment with sufficient leave balance
 - j. On the job injury if validated by COTPA physician
 - k. Limited to three occurrences in a rolling 12-month period, if an employee is unable to provide at least twenty-four-hour notice of absence as a result of sickness or medical appointment or the employee has insufficient leave to cover the absence, the employee will not receive an NSA provided the employee provides a doctor's note within three days of returning to work and the employee provides notice of the absence thirty (30) minutes before the employee's scheduled time to work.
4. Employees needing to be off duty from work for sickness or emergency reasons must call his/her immediate supervisor or Department Manager on duty to notify them of the absence or missout/tardy at least thirty (30) minutes before his/her shift begins.
5. If the employee fails to report within sixty (60) minutes of his/her report time, if physically able, the employee will be subject to an NSA.
6. Operators who missout, may, at the discretion of the dispatcher and time permitting, operate their regular run. If time does not allow, the Operator will go to the foot of the extra board. Facility and maintenance staff who are tardy, may, at the discretion of their supervisor, be allowed to make up the time at the end of their shift.
7. Employees with four NSAs in any rolling 90-day period will be required to meet with the Operations Manager and develop a corrective action plan.
8. Employees in excess of eleven (11) NSA's in any rolling 12-month period will be subject to further disciplinary action up to termination.
9. Employees who are late for a schedule shift (missout/tardy) four (4) times in any rolling 60-day period will be subject to disciplinary action up to termination.
10. An employee charged with an NSA will be required to use his/her sick leave balance and may use any other leave he/she may have available. A voluntary resignation will be accepted for any employee who fails to call or arrive for his/her scheduled shift for five (5) consecutive shifts while not on a pre-approved leave or incapacitated.
11. Employees who have patterns with sick leave that are congruent with weekend, holidays, or upon accruing will be required, upon management request, to submit medical documentation until such time as they have over 16 hours of accrued sick leave banked.
12. COTPA may take into consideration an employee's previous record or extenuating circumstances when deciding disciplinary action.

ARTICLE II - TRANSIT OPERATIONS

ARTICLE II of this AGREEMENT pertains exclusively to those employees classified as bus operators.

SECTION 1 - SIGN UP PROCEDURES

Bus operators shall choose their runs two (2) times per year. The sign-up sheet shall be posted about January 1 and July 1 and any other time deemed necessary by COTPA. Sign-ups will be arranged to become effective on Sundays. Operators will have one (1) hour to sign after being notified by the dispatcher. If the operator is not available or cannot be located, the business agent and dispatcher will be allowed to sign for said employee. A UNION Officer/Representative shall be present during sign-up.

SECTION 2 - CHANGING OF SCHEDULES

1. If at any time following a sign up, the changing of assigned runs exceeds 15% of the total service in assigned runs, a new sign up will be provided within thirty (30) days. When an employee has signed on a regular run and the schedule of such run is later changed so that the pay time in said run is permanently altered at least one (1) hour per day, or when the regular day off is changed, then in either event, said run will be posted within twenty-four (24) hours of notification.
If such change is made, the operator holding such run may retain said run as changed or sign on any run his seniority will permit and any employee displaced thereby shall have the same right, etc., until all runs are filled. A new run will be posted as a temporary run for bid within four (4) days of such knowledge and may only be signed on by an extra board operator if there are sixty (60) days or less remaining for the duration of that run sheet.
2. When an operator is notified that his/her regularly scheduled run has been changed so that the pay time in said run is permanently altered at least one (1) hour per day, the affected operator shall, within twenty-four (24) hours after notice, notify COTPA of his/her choice of either retaining the assigned run as changed or exercising his/her seniority in "bumping-in". If the operator elects to "bump-in", this process must be completed within the aforementioned twenty-four (24) hours of notification, except that employees will not be required to exercise their seniority on a "bump-in" on days off, nor between the hours of 6:00 p.m. and 6:00 a.m.
3. The posted run sheet for operators to sign on their choice of runs will show, for each run, the paid time in each assignment, the route number, days off, spread time, and total weekly time and time on and off duty and reporting station.
4. Posted runs for a new sign-up will be signed on by operators in order of their seniority.
Operators may place themselves on the extra board instead of signing on a regular run if they choose. After having placed themselves on the extra board on a sign-up, they will not be allowed to "bump-in" during the period of that sign-up. Any operator placing him/herself on a posted run and later a run becomes available, vacated by an operator of lesser seniority, will not be eligible to sign on the lesser seniority run.
5. Any run or runs not signed on will be assigned to the operator or operators with the least seniority. Extra board operators who are forced on a run will be allowed to bump back on the extra board when there is an operator of lesser seniority available that has completed revenue service training.

SECTION 3 - PARA-TRANSIT OPERATORS

1. Articles I and II of this AGREEMENT apply to paratransit operators unless specified differently in this section.
2. Current employees, who meet the minimum qualifications to apply for vacant paratransit position will be allowed to interview for the vacant paratransit position. COTPA reserves the right to hire the candidate determined by COTPA to be the best qualified for the position.
3. Based on staffing needs, COTPA may add an extra board operator to the paratransit section. The paratransit extra board operator may be required to do paratransit related support duties while on showup.
4. Paratransit operators must complete the following trainings:
 - a. Possess a valid Oklahoma Department of Transportation physical examination certification.
 - b. CDL B with passenger endorsement and airbrake endorsement.
 - c. Permit required on first day of employment.
 - d. Full valid CDL with passenger endorsement within sixty (60) days from the date of employment.
 - e. Wheelchair securement and hands-on wheelchair training.
 - f. Drug and Alcohol Awareness training.
 - g. Paratransit operations training.
5. Return time to the garage will be included in all paratransit runs.

SECTION 4 – BUS RAPID TRANSIT OPERATORS

1. Articles I and II of this AGREEMENT apply to BRT operators unless specified differently in this section.
2. COTPA shall post a BRT Interest List thirty (30) calendar days prior to each operator bid sign up. All operators desiring to be an operator on BRT shall have fourteen (14) calendar days to sign the BRT Interest List, which is a requirement to be eligible to bid on BRT runs. COTPA shall have the discretion to delay an operator's eligibility to bid for BRT based upon the operator's past attendance, safe operation of a vehicle, and customer service.
3. For BRT operations, work assignments shall be bid based on fixed route section seniority.
4. Based on staffing needs, COTPA may create a BRT extra board. The BRT extra board operator(s) may be required to do support duties while on show up.
5. BRT Operators Must Complete the following trainings:
 - a. Possesses a valid Oklahoma Department of Transportation physical examination certification.
 - b. CDL B with passenger endorsement and air brake endorsement
 - c. Permit required on first day of employment.
 - d. Full valid CDL with passenger endorsement within 60 days from the date of employment
 - e. Wheelchair Securement and hands-on wheelchair training
 - f. Drug and Alcohol Awareness Training
 - g. BRT Operations Training

SECTION 5 - EXTRA OPERATORS

1. All extra board operators will be required to examine the extra board or call the dispatcher each day after 5:00p.m., neglecting to do so will not be accepted as an excuse for failure to be on hand for work assigned.
2. When an extra board operator is directed to work later than 10:00 p.m., they will not be required to make an a.m. report within ten (10) hours from the time they are off except in cases of emergency or the beginning of a new sign-up. Voluntary charter assignments are not covered by this provision.
3. Extra and emergency work shall be given in order as follows: available extra-board operators (except that three (3) extra board operators shall be held to back up the Board), operators within the section by overall section seniority, operators from outside the section by overall company seniority. Extra-board operators on their day off will be placed in their section for the purposes of distributing extra and emergency work.
4. For holiday work assignment refer to Article I, Section 21 Holidays, Paragraph "7".
5. An extra board operator will not be retained on call nor assigned work covering a period of over sixteen (16) hours within one day. Also, (for example), if an extra operator has been on call seven (7) hours or has seven (7) hours pay time and a late straight run comes up, the first operator following who does not have seven (7) hours call or pay time will work the late straight.
6. COTPA will determine all open work by 3 p.m. and that work will be assigned to the extra board.
7. The extra board shall be operated on a revolving plan. Extra work will be assigned using a working list of extra board operators with the most senior operator taking spot number one on the first day of each bid. Extra board operators move up the working list one spot each weekday, Monday through Friday. Extra board operators move up one spot on the working list each weekday regardless of their leave status or absence from work. Extra board operators do not move up the working list on Saturday or Sunday. For weekend coverage, the entire extra board group will be split in half, with half the extra board operators off on Saturday and the other half of the extra board operators off on Sunday as determined during sign up. COTPA will not change an extra board operator's day off between sign ups except in preservation of service. Each Monday morning, the split weekend extra groups are merged into a single working list again and each operator moves up the working list one spot each weekday. Extra board operators holding down a temporary bid run as outlined in this section will be removed from the extra board working list rotation during the entire period of the temporary bid hold down. When the extra board operator assigned to a temporary bid hold down returns to the extra board, that operator will slot back into the extra board working list rotation based on their seniority date. On the date that an extra board operator assigned to a temporary bid hold down returns to the working list rotation, all other extra board operators with less seniority than the returning operator will not move up one spot for that day's working list rotation.
8. If the vacant run is due to a temporary separation (leave of absence, suspension, sickness, etc.) and it is known that the regular run will be vacant for two weeks or more, or if the run has been filled as above for two weeks, then such run will be posted as a temporary run for bid within four (4) days of such knowledge and may only be signed on by an Extra Board operator. When the operator whose run was then posted returns to work, said operator shall take the run posted as temporary due to his absence. If there are other vacated runs where Extra Board drivers have been forced to sign and the assigned operator has more seniority, the more senior operator may cause the less senior operator to be assigned to the run on which he was forced. This will allow the more senior driver to return to the board. If the run is vacant due to a permanent separation (i.e. dismissal or resignation) such run will be posted as a permanent run for bid within four (4) days of such knowledge and may be signed on by any operator with lesser seniority.
9. If the holder of a vacated run is signed on a tripper in addition to the regular run, the extra board operator filling the regular run will also fill the tripper, except that if the overall time exceeds fourteen (14) hours, the extra board operator may not fill the tripper if the operator declines the tripper at the time the assignment is made. Any extra board operator holding a temporary run will return to his/her original run when he/she is displaced by the absent operator's return. Except as noted above, if the extra board operator signs off a run, he/she will not be allowed to sign back on the same run during the life of the sign-up on which it is posted.

10. After the assignments are made, the working list for the next day will be posted, and all work will be assigned strictly in accordance with the order in which the extra board operators' numbers appear on the list. A sufficient number of extra board operators at the top of this list will be marked up for the morning report in order to take care of other vacancies as might occur, and which have not been provided.
11. Operators reporting in the morning and not having runs assigned to them must report again at the time assigned to them by the dispatcher unless released, and they will continue to report until assigned work by the dispatcher or released. This report is not to be later than 6:00 p.m. If an operator is assigned a show-up time, and if not assigned work, he/she shall be paid for all time required as show up in addition to any work assigned.
12. Eight (8) hours or more in a run or combination of runs aggregating eight (8) hours or more will constitute a day's work for an extra board operator.
13. Whenever convenient, two or more intervals of work aggregating eight (8) hours or more will be joined together and considered a day, and the extra board operator assigned the first portion of any such combination will report for the succeeding parts of the day's work without further instruction.
14. If an operator on the extra board is required to show up and is assigned less than two (2) hours of work, he/she shall receive two (2) hours pay.
15. Extra board operators shall have either Saturday or Sunday off each week. COTPA may schedule extraboard operators who have worked forty (40) hours in the first five days of their work week to be off on their sixth workday, provided there are enough extra board operators to fill work needs. The rotation for Monday will be set based upon the completion of Friday work. Sick Leave, Annual Leave, or other absences on weekends will not impact the Monday rotation.
16. The seniority sign-up of an extra board will go into effect on the weekday following the effective date of a sign-up sheet. COTPA will not change an extra board operator's day off between sign-up sheets.
17. Extra board operators will be guaranteed a minimum of eight (80) hours of pay for each two (2) week pay period provided that all assignments have been fulfilled and no time lost due to absence or penalties.
18. For employees whose status as a regular operator is changed to extra board operator within a pay period, the minimum guarantee will be computed on the basis of forty (40) hours for a period of one (1) week, or on the basis of six (6) hours and forty (40) minutes per day if the actual time on the extra board exceeds one (1) week.
19. When part of a pay period is paid as annual leave time, the minimum guarantee will be computed on the basis of forty (40) hours for a period of one (1) week or on the basis of six (6) hours and forty (40) minutes for each day exclusive of the annual leave period if the time exclusive of the annual leave period exceeds one week.
20. Employees starting a part annual leave so that the annual leave ends with the pay period will receive the minimum guarantee on the basis of six (6) hours and forty (40) minutes per day for the days worked prior to the beginning of the annual leave period.
21. Any extra board operator who fails to make all show-ups and performs an assignment will have the guarantee reduced by six (6) hours and forty (40) minutes each day or fraction thereof that they failed to work their assignment for any reason but any portion of time worked, while serving a penalty, will be deducted from the six (6) hours and forty (40) minutes penalty.
22. The minimum guarantee for extra board operators shall be six (6) hours and forty (40) minutes per day and forty (40) hours per week based on a six (6) day workweek. When an extra board operator fails to work an assignment for any reason, or is serving a penalty, his/her daily/weekly guarantee will be reduced by the difference between the actual hours worked each day and six (6) hours and forty (40) minutes. See example below:
EXAMPLE: If an operator works a portion of a day and then fails to work other assignment, his/her minimum guarantee for the pay period will be reduced as shown in the table below. Also, if an operator is serving a penalty and gets some work, his/her guarantee for the pay period will be reduced as shown in the following table:

Pay Hours Worked	Guarantee Reduced
0 hours	6 hr. 40 min.
1 hour, 20 minutes	5 hr. 20 min.
2 hours	4 hr. 40 min.
3 hours	3 hr. 40 min.
4 hours	2 hr. 40 min.
5 hours	1 hr. 40 min.
6 hours	0 hr. 40 min.
7 hours	0 hr.
8 hours	0 hr.

23. Extra board operators requested by COTPA to work on their day off, will be paid at the overtime rate of time and one-half, which will not be included in the minimum guarantee.
24. Extra board operators that complete 6 hours and 40 minutes who have provided 48 hours' notice of a doctor's appointment will not be charged sick leave to attend such appointment.

SECTION 6 - PART-TIME OPERATORS

1. COTPA is permitted to hire part-time operators in accordance with the provisions set forth below.
2. Part-time operators shall be covered under sections of the AGREEMENT dealing with the probationary period, UNION membership, UNION representation, seniority, grievance procedures, and arbitration.
3. Part-time operators shall not exceed more than eighteen (18%) of the total full-time bus operators workforce employed by COTPA.
4. Part-time operators shall be used normally for the purpose of working trippers, which are not part of a run. All charters, annual leave relief, protecting the service, special service, and any regular runs left vacant because of the absence of regular operators will be worked by full-time operators, except that when there are not enough full-time operators available, part-time operators may be used in the aforementioned services.
5. Part-time operators will not work more than twenty-nine (29) hours per week except in emergencies when the extra board and regular operators have been exhausted.
6. Part-time operators will be paid at the same hourly wage rates as full-time operators, subject to increases consistent with Article I, Section 34 Trading Work and Off Days and Article II, Section 16 Schedule of Wages and Salaries, of this AGREEMENT.
7. Part-time operators shall be paid for all time during which they are required by COTPA to perform any duties.
8. Part-time operators will be eligible for the standard uniform allowance.
9. Part-time operators will be provided free transportation on the bus routes of COTPA in the same manner as it is provided to full-time employees.
10. Part-time operators will not be eligible for paid leave or other fringe benefits applicable to full-time employees, except as specifically provided herein.
11. In accordance with requirements of the law, part-time operators will be covered by the provisions of the Social Security Act.
12. Part-time operators will accrue seniority while employed in the part-time bus operations section. A part-time operator who applies and is accepted for employment as a full-time employee shall for all purposes accrue service or seniority in the full-time bus operations section only from the date of his/her hire as a full-time employee.
13. Part-time operators with two (2) or more years of employment shall receive benefits in the following areas:
 - a. Annual Leave:
 - 2-5 years of Part-Time Service: accrual in the amount of five days at a rate of 6 hours per day, which can be taken in one-day increments.
 - 5+ years of Part-Time Service: accrual in the amount of 10 days at a rate of 6 hours per day of which 5 days must be taken consecutively.

- b. Bereavement Leave of three (3) days with full pay at a rate of 6 hours per day, in the event of the death of an immediate family member. Bereavement Leave pay shall not exceed six (6) days per calendar year.
- c. A part-time operator shall be paid holiday pay of 6 hours of straight time when a holiday as defined in Article I, Section 21 Holidays, occurs on his/her regular scheduled work day.

Part-time Annual Leave sign-up shall begin upon completion of the Annual Leave sign-up for full-time regular and paratransit operators.

- 14. No full-time operators will be laid off while part-time operators are employed.
- 15. Part-time operators are required to request approved leave without pay forty-eight (48) hours in advance. Part-time operators with absences in excess of six (6) days per year and not classified as an approved leave of absence without pay or approved annual leave shall be subject to disciplinary action, up to and including termination.

SECTION 7 - UNASSIGNED TRIPPERS

- 1. All unassigned trippers or any call out, including stub-out, shall pay not less than two (2) hours provided, if two (2) pieces of work are assigned at the same time and the first piece starts less than two (2) hours before the beginning time of the second piece, the operator shall be paid from the time the first starts until the completion of the second piece as one call. A stub-out trip shall be defined as a trip made to take care of interruptions in the regular scheduled runs on any route, and shall include trips made by the operator in regularly scheduled service in addition to his/her regular run or made to take care of additional service not due to a special event located on one line alone.
- 2. Open trippers may be posted when deemed necessary by COTPA and may be signed on by operators holding regular runs. Such tripper assignment shall be subject to cancellation by COTPA at any time, and assigned tripper runs will not be considered a part of an operator's regular run. If a regular operator signs on such open tripper and it is later canceled, said operator may "bump-in" on another tripper in accordance with his/her seniority, provided operator is not assigned another tripper by the dispatcher until the next sign-up sheet. An operator may sign off a tripper provided the operator gives the dispatcher three (3) days' notice; Saturdays, Sundays, and holidays excluded.
- 3. In the event an operator is unable to perform a tripper, leave will not be deducted from the operator's leave balance when a 48-hour notice is given. A pattern of missing trippers could result in trippers being reassigned.

SECTION 8 - TEMPORARY TRANSFERS

An operator required to temporarily work in another section receiving higher compensation shall receive such higher compensation for all time worked in such section. If required to work in a section that would result in lower earnings, the operator will be paid the wage rate of his regular section. Extra board operators will be used first to back up the para-transit service. This shall apply to all duties performed by an operator covered by this AGREEMENT.

SECTION 9 - COMPLAINTS

If at any time a complaint is filed against a member of the UNION, the Union President or designee will be furnished a copy of the same and shall be allowed to view the unredacted complaint. No telephone complaint from the riding public shall be filed in the record of a member until he/she has had the opportunity to defend him/herself. Operators shall have twenty-four (24) hours to respond to a complaint.

SECTION 10 - FARE COLLECTION CASES

The decision of management shall be final in such cases, but where fare boxes have been tampered with, it must be proven who tampered with the fare boxes. An affidavit of the one furnishing the information concerning said failure to turn in fares or of tampering with fare boxes shall be secured and kept for the information of COTPA and shown to the accused operator, or his/her representative, upon request or demand.

SECTION 11 – UNIFORMS

1. Within one week of the receipt of the uniform allowance, the operator will order from the uniform company specified by COTPA uniform packages which include a combination of five pairs of pants or shorts, a combination of five long sleeve or short sleeve shirts, one belt and a two in one coat, recommended by the uniform committee.
2. After July 1 of each year, all operators, except those hired after January 1 of the previous year, will receive an annual uniform allowance of three hundred dollars (\$300.00). All operators, except those still on new hire probation, will receive an annual shoe allowance of two hundred fifty dollars (\$250.00). Shoes shall be approved by COTPA and purchased in accordance with company procedure.
3. Each operator will be required to be in full uniform as prescribed by COTPA during his/her working hours.
4. Operators shall spend their uniform balance in the fiscal year it is provided. A uniform allowance balance equal to or less than the cost of a short sleeve uniform polo shirt may be carried over to the next fiscal year.
5. A uniform committee of two operators, to be appointed by the Business agent, and two individuals from COTPA shall be appointed to formulate recommendations concerning uniforms to COTPA.
6. Operator ID numbers will be placed at a designated location at the front of his/her bus as determined by COTPA.
7. Any female bus operator will be entitled to an additional three hundred dollar (\$300.00) uniform allowance upon the presentation of a doctor's notice of pregnancy. The employee must have been employed by COTPA for no less than 12 months.
8. Uniform slacks, shorts and culottes will be 100% cotton. If 100% cotton shorts and/or culottes are not available, shorts and or culottes may be a natural blend fabric.
9. COTPA shall provide all Para-Transit Operators with one raincoat with a hood at no cost to the operator. Replacement of the raincoat shall be at the expense of the operator.

SECTION 12 - RESTROOMS

COTPA will make provisions for restrooms on all regularly scheduled routes.

SECTION 13 - REGULAR AND OVERTIME PAY

1. All regular runs shall pay not less than eight (8) hours in any one day, including vault time, report, showup and guaranteed times. Additionally, all regular runs shall pay not less than forty (40) hours per week including report, vault time, show up and guaranteed times.
2. Overtime shall be paid to those bus operators called in to work on their scheduled day(s) off.
3. Posted runs shall be arranged with two (2) days off each week. Every effort will be made to make days off consecutive insofar as it is practicable.
4. Thirty percent (30%) of the total number of all posted runs shall be straight runs; twenty percent (20%) of the total number of all posted runs shall be straight a.m. runs, and fifteen percent (15%) of all posted runs shall be straight a.m., garage pull outs.
5. Any split run having a spread in excess of twelve (12) hours and fifteen (15) minutes in any one day shall be paid in the following manner:
All hours worked under twelve (12) hours and fifteen (15) minutes shall be paid at the regular rate of pay. All hours worked beyond the twelve (12) hours and fifteen (15) minute spread time shall be paid at the regular rate of pay plus one half (1/2) times the regular pay for only that time worked over the twelve (12) hour and fifteen (15) minute spread time.
6. Operators shall be paid for all time that they are required to be on duty in the performance of an assigned task. Traveling time which shall be defined as scheduled running time from the terminal to points of relief, plus five (5) minutes, shall be paid to all bus operators in cases where they are required to make reliefs at points distant from their reporting station or garage and are required to first report at such stations or garage, and in cases where they are relieved at points distant from their regular station or garage, and are required to report after relief to such station or garage. Operators who are called in to perform work at a time when they are off duty shall be paid for not less than two hours' time.
7. Regular operators who sign up for extra work will be assigned to an extra work list and will be used after all extra board operators on duty have been assigned. Regular operators interested in signing the extrawork list will be provided an opportunity to do so every two weeks coinciding with the pay periods. Extrawork assigned under this section shall be assigned by seniority.
8. No combination run will start to work after twelve o'clock (12:00) noon.
9. Time off for UNION business shall be considered time worked for computing overtime for elected UNION officers only when they are performing representational duties.
10. Return time to the garage will be included in all Para-transit runs.

SECTION 14 - REPORT AND VAULT TIME

Operators who report for runs starting at the garage shall receive twelve (12) minutes report time. Operators who report at the garage for runs starting elsewhere shall receive three (3) minutes report time. Operators who receive ten (10) minutes or more show-up time preceding a run will not be paid report time in addition to show up time. Operators shall receive five (5) minutes vault time pay, but no more than one (1) payment in any one (1) day. Report and vault time as above provided for, or any part thereof will be included within and made part of any guarantee of minimum or maximum pay time provided for in this AGREEMENT. Bus operators are required to perform a vehicle inspection check before leaving on their run.

SECTION 15 - JOB DESCRIPTION

JOB TITLE: Bus Operator (Full Time/Part Time)
DEPARTMENT: Operations **LEVEL IN ORGANIZATION:** Non-Supervisory
REPORTS TO: Route Supervisor

GENERAL DESCRIPTION OF WORK:

Responsible for safe and efficient operation of a bus in the transport of passengers, exercising sound judgment with respect to emergencies, which may arise. Performs skilled work of a routine nature in the operation of various types of buses. Receives assignments and instructions in specific written and/or oral form.

JOB REQUIREMENTS:

- This job description excludes marginal functions that are incidental to performing the job.
- Operates various buses in a safe, efficient manner for main line service, special events, charters, and paratransit service.
- Greets passengers, monitors fare collection, and helps explain fare structure to the passenger.
- Complies with route schedules notifying the Operations office when traffic/weather conditions hinder schedule adherence.
- Communicates verbally in English, so as to be understood, both in person and by two-way radio.
- Has the ability to communicate verbally utilizing tact and diplomacy in dealing with the public.
- Uses radio to contact Operations office to report problems encountered in route such as bad road conditions, detours, passenger problems, and emergencies.
- Adheres to all standards of proper dress and grooming.
- Inspects bus, before beginning run, for safety and cleanliness. Reports any discrepancies to the Operations office, a supervisor, or reports problem(s) on the Operator's Daily Report.
- Fills out reports such as the Daily Operator's Report, surveys and Accident and Incident reports completely and legibly.
- Possesses and maintains at least a valid Commercial Driver's License (class B) with a Passenger (P) endorsement learners permit by the first day of employment and has the full valid license no later than 60 days from the date of employment.
- Reads and comprehends at a level sufficient to understand and comply with route schedules and manifests.
- Possesses the mathematical ability to count money quickly to determine if proper fare has been paid.
- Possesses the mathematical ability to add and subtract schedule times to determine how long it takes to get from one point on the schedule to another.
- Possesses a valid Oklahoma Department of Transportation physical examination certification.
- Must be able to use both hands and both feet concurrently.
- Must be able to safely reach all controls without assistance and be able to see in all directions while seated in driver's seat.
- Must have sufficient strength and dexterity to operate a variety of switches and levers.
- Must be ambulatory in order to reach parked vehicle in garage yard from Operation's office.
- Must be able to sit for periods up to 1 1/2 hours with only a very short break.
- Have the ability, on a routine basis, to bend, stoop, twist, reach, climb less than 6 stairs, and occasionally lift objects weighing less than 10 pounds.

WORK ENVIRONMENT:

- Work involves being around moving machinery and exposure to dust, fumes, gases, noises, and extremes in temperature/humidity.
- Work hours may involve early mornings, late nights, weekends and/or split shifts.

JOB DESCRIPTION

JOB TITLE: Para-transit Operator (Full Time/Part Time)
DEPARTMENT: Operations
LEVEL IN ORGANIZATION: Non-Supervisory
REPORTS TO: Route Supervisor

GENERAL DESCRIPTION OF WORK:

Responsible for safe and efficient operation of a bus in the transport of passengers, exercising sound judgment with respect to emergencies, which may arise. Performs skilled work of a routine nature in the operation of various types of buses and vans. Receives assignments and instructions in specific written and/or oral form.

JOB REQUIREMENTS:

- This job description excludes marginal functions that are incidental to performing the job.
- Operates various buses and vans in a safe, efficient manner for main line service, special events, charters, and paratransit service.
- Greets passengers, monitors fare collection, and helps explain fare structure to passengers.
- Complies with pickup schedules notifying the Operations office when traffic/weather conditions hinder schedule adherence.
- Communicates verbally in English, so as to be understood, both in person and by two-way radio.
- Has the ability to communicate verbally utilizing tact and diplomacy in dealing with the public.
- Uses radio to contact Operations office to report problems encountered in route such as bad road conditions, detours, passenger problems, and emergencies.
- Adheres to all standards of proper dress and grooming.
- Inspects bus, before beginning run, for safety and cleanliness. Reports any discrepancies to the Operations office, a supervisor, or reports problem(s) on the Operator's Daily Report.
- Fills out reports such as the Daily Operator's Report, surveys and Accident and Incident reports completely and legibly.
- Possesses and maintains at least a valid Commercial Driver's License (class B) with a Passenger (P) endorsement learners permit by the first day of employment and has the full valid license no later than 60 days from the date of employment.
- Reads and comprehends at a level sufficient to understand and comply with pickup schedules and maps.
- Possesses the mathematical ability to count money quickly to determine if proper fare has been paid.
- Possesses the mathematical ability to add and subtract schedule times to determine how long it takes to get from one point on the schedule to another.
- Possesses a valid Oklahoma Department of Transportation physical examination certification.
- Must be able to use both hands and both feet concurrently.
- Must be able to safely reach all controls without assistance and be able to see in all directions while seated in driver's seat.
- Must have sufficient strength and dexterity to operate a variety of switches and levers.
- Must be ambulatory in order to reach parked vehicle in garage yard from Operation's office.
- Must be able to sit for periods of up to 1 hour with only a very short break.
- Have the ability, on a routine basis, to bend, stoop, twist, reach, climb less than 6 stairs, and occasionally lift objects weighing less than 20 pounds.
- Must have sufficient strength and dexterity to provide door to door service to all passengers including the physically challenged and those confined to a wheelchair who have mobility aids and facilities that meet Federal guidelines and to assist them in emergency evacuation.

WORK ENVIRONMENT:

- Work involves being around moving machinery and exposure to dust, fumes, gases, noises, and exposure to extremes in temperature/humidity.
- Work hours may involve early mornings, late nights, weekends and/or split shifts.

SECTION 16 - SCHEDULE OF WAGES AND SALARIES

1. For contract years July 1, 2022, through June 30, 2025, the basic wage rate for regular bus operators, bus rapid transit operators, extra board operators, and para-transit operators shall be as follows:

Job Title	July 1, 2022- June 30, 2023	July 1, 2023- June 30, 2024	July 1, 2024- June 30, 2025
Bus Operator (First 12 Months)	\$20.38	\$22.01	\$22.67
Bus Operator (12-24 Months)	\$21.95	\$23.70	\$24.41
Bus Operator (24-36 Months)	\$23.51	\$25.39	\$26.15
Bus Operator (36-48 Months)	\$25.07	\$27.07	\$27.88

2. Operators performing as instructors will receive \$3.00 per hour over the basic wage rate.
3. Regular or Para-Transit operators who apply for vacancies open within these two sections, if hired, shall not lose their section base pay.
4. Shift pay of one dollar (\$1.00) will be paid to bus operators who's first run assignment ends between the hours of 10:00 pm and 12:30 am.
5. Regular bus operators and paratransit operators whose regular assigned run is a split run with a continuous break of two (2) or more hours per shift will receive incentive pay of \$0.50 per hour for the regular assigned split shift. Split run incentive pay is not applicable to operators signed as extra board operators, operators working extra board due to missouts, operators working split shifts where the split is created by a tripper, workday volunteers, or overtime volunteers.
6. Operators will receive \$.50 per hour premium pay for all hours worked on Sunday.

ARTICLE III - MAINTENANCE PERSONNEL

ARTICLE III of this AGREEMENT pertains exclusively to those employees classified as maintenance personnel.

SECTION 1 - ASSIGNMENT OF WORK

1. There shall be three (3) sign-ups on or about January 1, May 1 and September 1 and as often as deemed necessary by COTPA at which time employees shall sign up for jobs by section seniority, including hours of work and days off. This shall apply to all shifts and all employees. The posted job sheet shall identify the job by number. The sign-up shall be posted ten (10) days prior to its effective date. All sign-ups will be effective on the first of the week and changes in the wage rate will be effective as specified in the AGREEMENT. Any change of more than one (1) hour per day or days off between job postings will be settled by mutual agreement between employee, UNION steward and the employer's supervisor.
2. As a result of actual or pending absence, employees may request the UNION steward to sign up on the employee's behalf. If an employee fails to sign up as a result of an absence and the UNION steward's inability to contact employee, the UNION steward shall sign up for the employee.
3. Prior to the posting of the new bid sheet, the UNION stewards and the Facilities and Fleet Manager shall consult on the job duties as assigned to the biddable jobs four (4) working days prior to the posting date.
4. Maintenance employees shall take orders from the lead man, Fleet Manager, Assistant Facilities and Fleet Manager, or Shop Supervisor. Maintenance repairmen will take their work assignments in writing unless impractical to do so.
5. Facilities and Fleet Manager or any salaried employee shall not be allowed to work in the shop or yard except when demonstrating to an employee as to how to perform a job function or work technique, or in times of extreme emergency causing an inadequate number of employees present for work.

SECTION 2 - JOB DESCRIPTIONS

1. A relief-working foreman has the same qualifications as the maintenance repair specialist, plus supervisory responsibility and ability. Any employee working as a relief-working foreman shall receive an additional three dollars (\$3.00) per hour while serving in said capacity.
2. Any employee working as a section lead man will receive an additional two dollars (\$2.00) per hour while serving in said capacity.
3. Maintenance repairman first class (coach or body) is defined as one who can make repairs, major or minor, without the aid of supervision, who can give supervision when necessary and who is capable of completing his work in a reasonable length of time and in a workmanship-like manner.
4. A maintenance repairman (beginner mechanic) is defined as having the same qualifications as a maintenance repairman first class, but one who is still in need of supervision, and a limited amount of instruction. He/she will be employed at pay rate of one dollar and fifty cents (\$1.50) per hour below the pay for the first class repairman and pay rate will be increased at twelve (12) month intervals unless determined as unqualified for increase as provided hereafter, until the employee has reached the pay scale and classification of other first class repairmen. At the time of any twelve (12) month interval, when an employee's wage is due to be increased, the Facilities and Fleet Manager, if he/she believes the employee not to be qualified for the increase in pay, shall consult the UNION Business Agent and the Shop Steward. If the committee agrees that the employee's performance has not warranted an increase in pay at that time, the increase normally given will be set back twelve (12) months later. If the committee cannot agree, the subject employee may submit a grievance in accordance with established procedures. Nothing in this paragraph shall be construed as preventing COTPA from advancing a repairman more rapidly than the scheduled intervals in pay.

5. Maintenance Trainees may be employed at the pay rate of three dollars (\$3.00) per hour below the pay of First Class Repairman. The Trainee will be given instruction and practice in his or her area to prepare him or her to become a first class repairman or Parts Person. If his/her ability to perform required repairwork progresses satisfactorily, his/her pay rate shall be increased at twelve (12) month intervals. If he/she fails to progress satisfactorily in the judgment of the Facilities and Fleet Manager, he/she may be discharged, or the period of wage adjustment may be extended. The trainee's progress towards becoming a repairman or parts person other than First Class Repairman or Parts Person may be accelerated if the employee's ability warrants faster progression. Regular mechanics or specialists assigned to instruct the trainee will be paid a premium of three dollars (\$3.00) per hour for each day of assignment for such instruction. Qualified employees will be given the first opportunity to take the position of trainer. The Trainee must qualify within two (2) years of total training time. The total number of trainees (restricted to mechanical, body and parts sections) shall not exceed a rate of one (1) trainee to four (4) qualified employees. To qualify as a trainee, the trainee must have had vocational training in repairs or have worked for six (6) months in an automotive maintenance shop.
6. Utility Maintenance section shall be part of the Maintenance Department. The duties of this section will be accomplished with Utilities Maintenance I and Utility Maintenance II positions.
 - a. Utility Maintenance I personnel will handle limited repairs on facility machinery, and equipment (i.e., air conditioning, plumbing, and electrical), painting, and maintenance of building and grounds as required.
 - b. Utility Maintenance II personnel will maintain buildings, bus stops and grounds by performing custodial, cleaning, landscaping, operating lot sweeper and other related tasks. Employees of this section will be directly responsible to the Facilities and Fleet Manager.
7. A Service Person is defined as one who is capable of driving equipment safely, refueling, oiling, watering, cleaning, lubricating, changing oil, performing utility duties, and otherwise servicing and caring for equipment.
8. The lead parts person will have previous parts or diesel mechanical experience, ability to communicate effectively both orally and in writing, comprehensive understanding of a perpetual inventory system and use of a CRT, an adding machine by touch, some typing skills (no set words per minute), and shall acquire, receive, stock, and issue, all parts and supplies used by the maintenance facility, perform an inventory as required, maintain records, compile parts-related information, communicate with vendors for the most cost effective parts and supplies and other material facilities duties as assigned by the Facilities and Fleet Manager and/or designee.
9. The Parts Person must have previous parts or diesel mechanic experience and the ability to communicate both orally and in writing. He/she must have a comprehensive understanding of a perpetual inventory and use of a CRT. He/she must be able to receive, stock, and issue all parts and supplies, and perform an inventory as required. He/she must maintain daily records. He/she must perform other material facilities duties as assigned by the Facilities and Fleet Manager and/or designee.
10. An Electronics (Technician) selection shall be part of the Maintenance Department. The duties of this section shall include installation, maintenance, and repair of fare collection equipment, bus route display signs, communications equipment including 2-way radio, cellular modems, and VOIP systems, equipment and subcomponents, Automatic passenger counting (APC) sensors, digital wayside signage equipment, audio/video recording equipment and associated parts (DVR and camera systems) and AVL system equipment. And at times will require software upgrades to be performed to AVL and /or DVR equipment. Ability to operate test bench equipment and diagnostic tools including Windows based computers for software interface and TRIM unit testing station. Working knowledge of A/C and D/C voltage systems is required. Also, the ability to read and interpret equipment schematics and drawings with working knowledge and use of test equipment. Ability to perform these functions in a timely manner and without supervision but can give supervision when needed.

SECTION 3 - TEMPORARY TRANSFERS

1. Employees required to fill temporarily the place of any employee receiving higher compensation shall receive such higher compensation for all time used in such service. If used in a position that would result in lower earnings, the employee will be paid the wage rate of his/her regular position. This shall apply to all duties performed by an employee covered by this AGREEMENT.
2. Any employee used in two (2) classifications of work shall receive the higher rate of pay at all time while holding or doing the work in the two (2) classifications. Employees may be moved from one job to another temporarily in cases of abnormal workload or temporary absences, but in no case will they be replaced by another workman on their regular assigned job during such temporary change except by mutual agreement between employee, UNION steward and employee's supervisor.
3. When a vacancy occurs between posting for bid, and it is known that the position will be vacant for a period of thirty (30) days or more, the vacancy will be posted for bid. When a vacancy occurs in any classification, employees shall be given preference in bidding according to section seniority, qualifications, and ability. All job bidding will be posted for a period of four (4) days, in which time employees may submit their bid for the job. In the case the ability of any employee bidding on a job is questioned by COTPA, a committee consisting of the UNION Business Agent, the Shop Steward, and COTPA will determine the employee's qualifications. In the event the committee cannot agree, the employee may file a grievance. A probationary period of not more than forty-five (45) working days actually on duty will be allowed to establish ability in a new classification; this ability to be determined by the Facilities and Fleet Manager and the UNION committee, qualifications and ability being equal, seniority shall prevail in all cases. If an employee fails to qualify, he/she shall revert to his/her former classification.
4. At the discretion of management, new employees during the ninety (90) day probationary period will be given an opportunity to work various shifts within the section.

SECTION 4 - PROMOTIONS

1. Promoting regular employees who can qualify before hiring new employees shall fill all vacancies in any classification. Ability and merit being equal, all promotions shall be governed by overall seniority.
2. COTPA will provide training to keep employees up to date within their current job description.
3. Any employee who enters a training class at COTPA's expense and who refuses to satisfactorily complete the class will reimburse COTPA for all expenses incurred by COTPA. COTPA will provide the employee proof of all reimbursable expenses. Repayment will be made by deducting \$25.00 from each of the employee's paychecks until such time as COTPA has recovered the full amount due. If the employee quits or is terminated before the full amount is repaid, then COTPA is authorized to deduct the remaining amount due from the employee's final paycheck.
4. An employee who enters a training class must satisfactorily complete that class before he will be allowed to enroll in or take any further classes at COTPA's expense.
5. COTPA and the UNION recognize that certain employees may lack the aptitude to successfully complete a class. In the event the ability of any employee attending a class is questioned by the instructor or COTPA, a committee of the UNION Business Agent (or designee), the instructor and the Facilities and Fleet Manager (or designee) will be responsible for deciding if the employee has the aptitude to complete the class, then that decision is final and binding. If the committee decides that the employee does not have the aptitude to complete the class, COTPA will be responsible for the tuition expenses incurred to that point.
6. The employee may, at his/her own expense, and on his/her own time, take the class, and if he/she successfully completes the class, he/she may continue in the certification program at COTPA's expense.
7. COTPA will pay for tuition expenses incurred by an employee who is forced to withdraw from the class due to sickness or injury. COTPA will pay the tuition for an employee who either quits his job with COTPA or is terminated by COTPA prior to his/her completion of the class.

SECTION 5 - SPECIAL CLOTHING

It is understood that all employees whose work is wholly or partially outside the buildings will provide themselves with proper clothing to protect themselves against the weather. It is agreed, however, that COTPA will place in the storeroom a sufficient number of rubber boots and raincoats for the use of the garage employees. An employee whose work is ordinarily entirely inside when he is sent out on the wrecker crew or for car and bus changes may withdraw these on tool check. COTPA will furnish required special clothing such as rubber gloves and aprons for men working in the battery department and washing buses, and leather gloves, sleeves, or jackets necessary in the welding department. COTPA will also furnish small tools or clothing needed in the battery department which is subject to abnormal replacement due to contact with battery acids such as pliers and screw drivers. On special assignments where gloves are needed, such gloves will be furnished on a checkout, check-in basis. In the service section, raincoats or rain suits will be provided at one-half cost to the employee. Boots and over-shoes will be furnished as necessary at no cost to the employees in the service section and to men using floor cleaning chemicals or solvents injurious to ordinary footwear. Employees must turn in old items of clothing when new items are to be issued. Flashlight batteries will be furnished to all employees whose work requires such equipment. Replacement batteries will be issued in exchange for worn out batteries. Any employee issued special clothing or tools will replace the same item, if lost or stolen at the employee's own expense. All High Voltage rated PPE will be provided by COTPA.

SECTION 6 - EYE GLASSES

The lens and frames of eye glasses broken, damaged, or suffering wear and tear on the job will be replaced at COTPA's expense unless the damage is caused through negligence of the employee or normal wear and tear. Employees will be allowed to go after replacement safety glasses under the terms of this paragraph without clocking out of work. Replacement glasses must have prescription safety lens and frames and COTPA will not be financially liable for any examination for the purpose of procuring a prescription for lens.

SECTION 7 – UNIFORMS

Maintenance employees shall be provided five (5) complete cleaned work uniforms per week by COTPA. Upon completion of their probationary period each employee shall be entitled to a safety shoe allowance of three hundred and fifty dollars (\$350.00) per year at the beginning of each year of employment. Safety shoes shall be approved by COTPA and purchased in accordance with company procedure. An employee issued uniforms will replace same item, if lost or stolen at the employee's own expense.

SECTION 8 – TOOLS

1. All repairmen will be required to have and maintain a sufficient amount of hand tools. A list of required tools will be made available to new employees when hired.
2. Employees in the Mechanical, Paint, and Body and Utility Maintenance I sections shall be entitled to a tool allowance of seven hundred dollars (\$700.00) per year. The allowance shall be credited to an account for reimbursement of tool purchases on the employee's anniversary date of employment. The employee will present a verifiable itemized receipt for tool purchase to include the date of purchase, the cost, description, and from whom the tool was purchased. Tools must be pertinent to the current job duties. Tool sales between employees will not be permitted on tools purchased by COTPA. The employee will receive reimbursement as soon as possible, within 60 days. Questions arising involving tool purchases will be discussed between the employee, Fleet Manager, and Union representation.
3. Tool receipts that exceed the annual allotment may be carried over to the following annual allotment for a maximum of 3 years tool allowance. The receipts will remain on file for that time period.
4. Employees may carry over unused tool allotment to the following year. The carryover amount must be spent in the employee's next anniversary year and may not carry over more than one year. The maximum unused carryover amount cannot exceed \$700.00.
5. Under no circumstances shall an employee receive reimbursement of more than fourteen hundred dollars (\$1,400) in any one year.

SECTION 9 - BREAKS

1. A fifteen (15) minute break will be allowed during each four (4) hours worked.
2. If required to work beyond his/her regular scheduled work period, an employee will be allowed a fifteen-minute (15) break.

SECTION 10 - ROAD CALLS

Road calls will be distributed among mechanics, as determined by the Facilities and Fleet Manager, Assistant Facilities and Fleet Manager, or Shop Supervisor.

SECTION 11 - WORK AREA CLEANUP

Maintenance employees will be allowed five (5) minutes personal clean up time before their scheduled lunch period and before the end of his/her shift and ten (10) minutes at the end of each shift to clean their respective work areas, tools, hoses, and other equipment. Periodically, as determined by the Facilities and Fleet Manager, all personnel may be required to participate in general shop clean up.

SECTION 12 - OVERTIME

1. Insofar as the same is reasonably possible, overtime shall be distributed among all maintenance employees in each classification, except in the case of road calls or voluntary completion of daily work assignment for not more than one (1) hour. The overtime shall be distributed by rotation on the overtimeboard posted on the sign up.
2. To protect service or meet unusual work demands, COTPA shall have the right to draft employees to work. To accomplish this, an overtime board will be maintained. Maintenance employees will be placed on the overtime board on a voluntary and overall seniority basis. Only qualified personnel may volunteer for overtime work. When an overtime need arises, only personnel qualified to perform the work shall be contacted. Personnel who place their name on the overtime board may not remove their name without two (2) weeks' notice to the Facilities and Fleet Manager.
3. The following procedure shall be used when an overtime need arises. Volunteers for the overtime board will be solicited at sign up. The number one person will be called and his/her name then dropped from the list. If the first person called accepts the work, each person below him/her will move up one position. If the first person called fails to accept the work, then in succession the second, third, etc. will be called until the overtime need is filled. As each person fails to accept the overtime work, his/her name will be dropped to the bottom of the board. The name of the person who accepts the overtime work will then be placed on the board immediately above the first person who failed to accept the overtime work. If all the qualified employees on the board are called in proper order until there is only one man left, that person may be drafted to fill the overtime need. The drafted employee will fill the overtime need and his/her name will then be placed at the top of the overtime board. In the event of an emergency, any maintenance person may be drafted regardless of seniority or whether or not that person has volunteered for the overtime work provided the overtime board has been exhausted.
4. The overtime board will be arranged as to qualifications in the employees' respective job title. These job titles shall be as follows: 1) Maintenance Repairman 2) Body Technician, 3) Parts Person, 4) ServicePerson, 5) Utility Maintenance I, 6) Utility Maintenance II, 7) Electronic Technician.
5. Time off for UNION business shall be considered time worked for computing overtime for elected UNION officers only when they are performing representational duties.
6. Overtime shall be paid to those Maintenance employees called in to work on their scheduled days off.

SECTION 13 - MINIMUM GUARANTEE FOR CALL-IN

6. Maintenance employees who are called in to perform work at a time when they are off duty shall be paid for not less than two (2) hours' time. No travel time shall be paid. Persons working overtime will be permitted to take time to eat without being clocked out. More specifically, this means that when a person is required to work overtime contiguous with his/her regular day's work, or a period to exceed one-half (1/2) day's work (four [4] hours), then he/she is allowed time to eat without clocking out. This does not prohibit the employee from taking the regular lunch period of the shift he/she is working by clocking out for one-half (1/2) hour instead of eating and working without a rest period.
7. Employees called into work within their guarantee time before their regular workday starts will be allowed twenty (20) minutes to eat.

SECTION 14 - SCHEDULE OF WAGES OR SALARIES

For contract years July 1, 2022 through June 30, 2025, the basic wage rates for each classification shall be as follows:

Job Title	July 1, 2022- June 30, 2023	July 1, 2023- June 30, 2024	July 1, 2024- June 30, 2025
Service Person (First 12 Months)	\$20.38	\$22.01	\$22.67
Service Person (12-24 Months)	\$21.95	\$23.70	\$24.41
Service Person (24-36 Months)	\$23.51	\$25.39	\$26.15
Service Person (After 36 Months)	\$25.07	\$27.07	\$27.88
Utilities II (First 12 Months)	\$20.38	\$22.01	\$22.67
Utilities II (12-24 Months)	\$21.95	\$23.70	\$24.41
Utilities II (24-36 Months)	\$23.51	\$25.39	\$26.15
Utilities II (After 36 Months)	\$25.07	\$27.07	\$27.88
Utilities I	\$27.13	\$29.30	\$30.18
Repairman-Trainee	\$25.93	\$28.25	\$29.19
Repairman-Beginner	\$27.43	\$29.75	\$30.69
Repairman	\$28.93	\$31.25	\$32.19
Body/Electronic Tech	\$28.93	\$31.25	\$32.19
Parts	\$28.03	\$30.27	\$31.18
Parts lead	\$30.03	\$32.27	\$33.18

Pay for ASE & ATMT Certifications: Maintenance employees employed in eligible classifications will earn an additional fifty cents \$.50 per hour for each current P, T and B series ASE certification and \$.75 per hour for each H series certification that they earn and maintain. If the certification or license expires the additional certification pay for that certification or license will be removed from the employees pay. Proof of current certification or license must be provided to the Facilities and Fleet Manager or his/her designee before payment will be approved. The licenses and certifications that qualify for additional pay for each job classification are listed below.

Employees classified as Trainee, Beginner Repairman, Body Technician, Electronic Technician and Utility Maintenance I or II will earn an additional fifty cents (\$.50) per hour for obtaining the following:
Oklahoma State Alternative Fuel Equipment Technician License

Repairman/Beginner Mechanics:

ASE Certifications (The maximum amount of additional pay that can be earned for ASE certifications is \$6.00 per hour. For Diesel Engines, Drive Train, Brakes, Suspension and Steering, Electrical/Electronic Systems and Heating Ventilation & Air Conditioning an employee may choose either the T series certification or the H series certification but cannot be paid for both.)

Medium/Heavy Truck Series (T Series)		Transit Bus Certification (H Series)	
T1	Gasoline Engines	H1	Compressed Natural Gas (CNG) Engines
T2	Diesel Engines	H2	Diesel Engines
T3	Drive Train	H3	Drive Train
T4	Brakes	H4	Brakes
T5	Suspension / Steering	H5	Suspension & Steering
T6	Electrical/Electronic Systems	H6	Electrical/Electronic Systems
T7	Heating, Ventilation & A/C (HVAC)	H7	Heating Ventilation & Air Conditioning
T8	Preventive Maintenance Inspection	H8	Preventive Maintenance & Inspection
L1	Advanced Engine Performance Specialist	L2	Electronic Diesel Engine Diagnosis Specialist

Body Technician:

ASE Certifications (The maximum amount of additional pay that can be earned for ASE certifications is \$2.00 per hour.)

Collision Repair and Refinish Series (B Series)

- B2 Painting & Refinishing
- B3 Non-Structural Analysis & Damage Repair
- B4 Structural Analysis & Damage Repair
- B5 Mechanical & Electrical Components

Parts Person:

ASE Certifications (The maximum amount of additional pay that can be earned for ASE certifications is \$.50 per hour.)

Parts Specialist Certification

P1 Medium-Heavy Truck Parts Specialist

Pay for ATMT Certifications: Employees classified as Utility Maintenance I will earn an additional twenty-five cents (\$.25) per hour for each approved ATMT Certification that they earn. Employees classified as Utility Maintenance I who earn and maintain an ATMT certification that requires re-certification to maintain will earn an additional fifty cents (\$.50) per hour instead of \$.25 per hour. Below are the approved ATMT Certifications that will qualify for additional pay. (The maximum amount of additional pay that can be earned for ATMT certifications is \$2.75 per hour.)

Utility Maintenance I:

- Boiler Operation & Maintenance
- Basic Electricity
- Electrical Troubleshooting
- Electrical Safety
- Air Conditioning & Refrigeration and Troubleshooting
- National Electrical Code (most current year/requires recertification)
- Motors and Motor Control Circuits
- Troubleshooting Hydraulics
- Industrial Pumps

Parts Person and Parts Leadman

The Parts Person assigned to the day shift will be a Parts Leadman and will be responsible for additional duties as required and will receive Leadman pay.

Shift Pay

Shift pay will be \$1.00 per hour for Utility Maintenance I, Utilities Maintenance II, Parts Person, Body Technician and Service Person employees starting work between the hours of 2:00 p.m. and 5:00 a.m.

Shift pay will be \$1.50 per hour for Mechanic employees starting work between 2:00 p.m. and 8:59 p.m. and \$3.00 per hour for Mechanic employees starting work between 9:00 p.m. and 5:00 a.m.

Premium Pay

All facilities and maintenance staff shall receive \$.50 per hour premium pay for all hours worked on Sunday.

ARTICLE IV - GLOSSARY OF TRANSPORTATION TERMS

Assigned Run. A biddable piece of work, which, by virtue of the seniority bidding process, an operator will work for the duration of a sign-up.

Bumping In. The process of bidding a new work assignment which is worked by a less senior employee. This process normally occurs when a job assignment is changed by COTPA.

Call Out. When an employee is off duty, normally at his/her residence, and is contacted to return to work at a time when the employee is not normally scheduled to work.

Cardinal Infractions. Includes any egregious behavior on COTPA property. Depending on the circumstances, examples of such behavior may include:

- (1) Discrimination;
- (2) Violence or threats of violence;
- (3) Theft;
- (4) Sexual Harassment;
- (5) Willful destruction of property.

Combination Run. An operator's biddable assigned run composed of two (2) or more pieces of work, which comprise an operator's workday. See also split run.

Extra Board. The group of operators who by their choice or because of low seniority do not have an assigned run. These employees are used when needed on a daily basis.

Garage Pull Out. Those runs that originate at the main terminal or reporting station.

Gender. Any reference to worker, workman, employee, operator, maintenance man, etc., is understood to include both the male and female gender.

Guaranteed Time. The paid non-work time between two of the three pieces of some assigned combination runs.

Immediate Family. Is defined as parents, children, siblings, or grandparents and spouse.

Missouts. When an operator fails to report for work as scheduled and arrives less than 60 minutes late, or does not call off at least thirty (30) minutes prior to their shift to indicate they will be absent.

Missout Penalty. Operator must report for both an a.m. and p.m. show-ups.

Non-scheduled Absence (NSA). Any absence from work that was not requested at least 24 hours in advance and approved by the Department Manager regardless of an employee's sick or annual leave balance, or when an employee fails to report within one (1) hour of his/her report time, if physically able.

Part-time Operator. An operator who is not included in any of the wage/hour guarantees as defined in this AGREEMENT.

Passenger Check. The monthly recording of the number of passengers, by fare category, which operators must perform during the first week of each month.

Point of Relief. The location where an operator is required to relieve another operator that has completed his/her assigned work.

Posted Run. Those biddable assigned runs which are posted a minimum of two (2) times each year.

Probation. The first ninety (90) days of employment for any employee. During this period, the employee is subject to termination and has no protective right with the UNION.

Regular Run. Same as assigned run. Terms are interchangeable.

Section Seniority. UNION employees accrue both overall COTPA seniority and seniority within their respective section.

Showup Time. The period in the a.m. and p.m. that operators are assigned to report on a stand-by basis. The operators are then given work to protect the regularly scheduled service.

Split Run. Assigned run in which the pay time is not continuous, but in no event shall there be more than one unpaid period of any posted run.

Straight A.M. Run. Assigned run in which the pay time is continuous. Composed of eight (8) or more consecutive hours of work. This assigned run commences work prior to 12:00 noon.

Straight P.M. Run. Same as straight a.m. run except that this assigned run commences work after 12:00 noon.

Straight Run. Assigned run in which the pay time is continuous from the beginning of the reporting time at the terminal or time of making a relief through the ending of the turning time if applicable.

Straight Seniority. System whereby employees are placed in order according to their acceptance for employment by COTPA. Employees seniority established from the employee with the most service to COTPA descending through the employee with the least service to COTPA.

Spread Time. The total number of hours from the first reporting time until the completion of all assigned work. If a posted run, this work must be completed within fourteen (14) hours with penalty pay being paid for all time in excess of 12:15 each day. For further clarification see ARTICLE II, Section 14 Report and Vault Time.

Stub Out. A bus which normally makes one trip on any route in an effort by COTPA to maintain the published schedule for the riding public. Conditions which cause this to occur are usually mechanical failures, accidents, or inclement weather.

Tardy. When a maintenance employee does not report to work on time as scheduled and arrives less than one (1) hour late, but does call at least thirty (30) minutes prior to their shift to indicate they will be late.

Temporary Run. An assigned run which will be in effect for only a short period of time.

Trippler. Term applied to the additional bus service offered by COTPA during both the a.m. and p.m. peak passenger commuting hours.

Vault Time. The allotted five (5) minutes that operators are required to turn in fare box vault to the vault puller at the end of each service day.

Work Day. The weekdays of Monday through Friday with the hours of 8:00 a.m. to 5:00 p.m. excluding Holidays. Employee absence from work will cause the day not to be counted as workdays.

NEGOTIATING COMMITTEE

FOR COTPA:

Todd Court
Attorney

Jason Ferbrache
Administrator

Suzanne Wickenkamp
Assistant Director-Administration

Jesse Rush
Assistant Director- Operations

Michael Shaw
Manager Human Resources

FOR ATU, Local 993:
Amanda Sawyer
International Vice President, ATU

Kenneth Day
International Vice President, ATU

Christopher Bourke
President/Business Agent

Eric Wilson
Vice President

Emilee Palmer
Financial Secretary/ Treasurer

Jennifer Smith
Recording Secretary

This Agreement was approved by COTPA Board of Trustees on June 2, 2023, and by the Amalgamated Transit Union, Local 993 on May 16, 2023.

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