

**CONFIDENTIAL**

**OCTA PROPOSAL TO  
TEAMSTERS LOCAL 952**

**TENTATIVE AGREEMENT**

**ARTICLE 38  
VACATIONS**

**SECTION 1. LENGTH OF TIME**

(a) Each Full-time Operator who has a continuous service record of one (1) full year or more, as of February 1, shall be entitled to an annual vacation with pay under and subject to the conditions of this section.

(b) Vacations will be allowed at straight time rate of pay as follows:

- (1) Forty (40) hours vacation after one (1) year's continuous service;
- (2) Eighty (80) hours vacation after two (2) years' continuous service;
- (3) One hundred twenty (120) hours vacation after five (5) years' continuous service;
- (4) One hundred sixty (160) hours vacation after ten (10) years' continuous service;
- (5) An additional sixteen (16) hours for a total of one hundred seventy-six (176) hours after twenty-five (25) years of continuous service;
- (6) An additional eight (8) hours for a total of one hundred eighty-four (184) hours after twenty-seven (27) years of continuous service;
- (7) An additional eight (8) hours for a total of one hundred ninety-two (192) hours after twenty-nine (29) years of continuous service.

**SECTION 2. PRORATED VACATION**

(a) Each Full-time Operator who has less than a year of continuous service as of February 1, shall receive prorated vacation on the basis of one-twelfth (1/12) of forty (40) hours for each month or major fraction thereof, to be taken during the vacation year.

(b) Each Full-time Operator who has less than two (2) years of continuous service as of February 1, but more than one (1) year of continuous service, shall receive prorated vacation on the basis of forty (40) hours plus one-twelfth (1/12) of forty (40) hours for each month, or major fraction thereof, to be taken during the vacation year.

(c) Each Full-time Operator who has less than five (5) years of continuous service as of February 1, but more than four (4) years of continuous service shall receive prorated vacation on the basis of eighty (80) hours plus one-twelfth (1/12) of forty (40) hours for each month, or major fraction thereof, to be taken during the vacation year.

(d) Operators who have less than ten (10) years of continuous service as of February 1, but more than nine (9) years of continuous service, shall receive prorated vacation on the basis of one

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hundred twenty (120) hours plus one-twelfth (1/12) of forty (40) hours for each month, or major fraction thereof, to be taken during the vacation year.

(e) Major fraction means hiring between the 1st and 15th day of any month.

**SECTION 3. CUMULATIVE VACATIONS**

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

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

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

Operators will not accrue vacation in excess of these amounts.

**SECTION 4. WORK REQUIREMENT**

Any Operator who, by reason of illness, injury (except industrial injury), or leave of absence, is absent from his duties for sixty-five (65) days or less during the year's service, will be entitled to a full vacation. An Operator so absent from his duties for more than sixty-five (65) days, but less than one hundred fifteen (115) days during the year, will be entitled to one-half (1/2) of his normal vacation. An Operator absent for one hundred fifteen (115) days or more shall receive no vacation.

**SECTION 5. PAY AT SEVERANCE**

An Operator whose employment is severed for other than just cause (excluding violation of the Attendance Policy) shall be paid his accumulated vacation allowance, prorated on the basis of one-twelfth (1/12) of his normal vacation, for each month or major fraction thereof for which he has vacation due him.

**SECTION 6. VACATIONS WORKED BY AGREEMENT ONLY**

Operators will not be permitted to work their vacation except by agreement between the Authority and the Union. An Operator so working shall receive pay for time worked as well as the appropriate vacation allowance.

**SECTION 7. VACATION DURING ILLNESS**

(a) Any Operator who is off duty, because of injury or illness for a period of thirty (30) days or more, and whose scheduled vacation falls during the time of his absence, may either take his vacation pay in lieu of vacation or may reschedule his vacation for a mutually agreeable time.

(b) Any Operator who is off duty because of injury or illness for a period of thirty (30) days or more and whose scheduled vacation falls within thirty (30) days after his return to work, will be permitted, if he so desires, to work his scheduled vacation period. An Operator so working

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shall receive pay for time worked as well as the appropriate vacation allowances.

**SECTION 8. SPLITTING VACATION**

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

Following the annual vacation bid Operators may split up to three (3) passed back vacation weeks, or up to one hundred twenty (120) hours of vacation ~~into fifteen (15) days~~ for the Vacation/Personal Paid Holiday Calendar. These odd vacation days may be bid during the weekly bid process or upon request for the current week, with a forty-eight (48) hours notice.

**SECTION 9. TIME OF PAYMENT**

Vacations will be paid for on regularly scheduled paydays as if the Operator had continued working. However, if an Operator is scheduled for a minimum of forty (40) consecutive hours of vacation and notifies the Authority, in writing on the prescribed form, at least two (2) weeks prior to his scheduled vacation that he desires payment prior to going on vacation, he shall be paid his vacation pay prior to the start of his vacation.

**SECTION 10. HOLIDAY DURING VACATION**

In the event a holiday, as indicated in Article 37, should occur while an Operator is on a full week vacation, the Operator will receive an additional eight (8) hours pay at the straight time rate, or be allowed to add an additional day to his vacation. This additional day shall be paid as a vacation day. If the Operator does not exercise this option at the time of the vacation bid, he will be allowed subsequently to bid the time off subject to availability.

If the Operator is on an odd vacation day, connected with the holiday and does not complete his scheduled or assigned work day prior to the odd vacation day and his scheduled or assigned work day following the odd vacation day, he will lose the holiday.

**SECTION 11. BIDDING OF OPEN VACATION PERIOD**

Vacation periods that become open during the vacation year will be advertised for weekly bid in the same manner as open assignments.

**SECTION 12. METHOD OF SELECTION**

(a) It is understood and agreed that Operators will be given preference to vacation period in seniority order. Vacations will be bid on a Base basis, in accordance with a schedule posted by the Authority.

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(b) The vacation year will be from the effective date of the February System Shake-up of one year until the effective date of the February System Shake-up of the following year.

**SECTION 13. HIRING NEW OPERATORS**

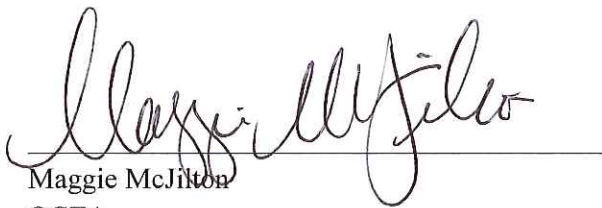
The Authority will not circumscribe the "major fraction thereof" provisions of the Vacation Article when it comes to hiring new Operators.

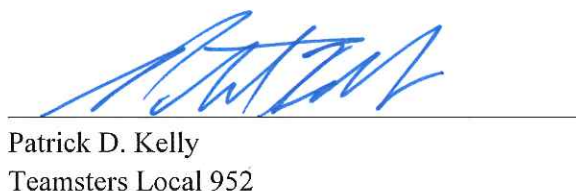
**SECTION 14. VACATION PAYOFF**

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

(b) Vacation payoffs are limited up to three (3) weeks, or one hundred twenty (120) hours, during each year of the Labor Agreement. A minimum of eight (8) hours vacation payoff is required.

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

  
Maggie McJilton  
OCTA

  
Patrick D. Kelly  
Teamsters Local 952

5/2/18  
Date

5-02-18  
Date