

Tentative Agreement

Article 19 – Holiday Vacation

- A. The following days are designated holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
- B. When a full employee complement at any location is not required on a holiday, the day off will be offered on a Passenger Service Seniority basis within the classification and duty assignment. Based on the needs of service, the Company will consider individual shift starting and/or ending times as a determining factor in offering the holiday off. Requests for the day off must be received at least fourteen (14) but not more than thirty (30) calendar days prior to the holiday and will be awarded a minimum of seven (7) days prior to the holiday. Additional days that become available less than seven (7) days prior to the holiday will continue to be awarded in Passenger Service Seniority order based on the original requests. Where all original requests properly submitted as described above have been awarded, additional holidays off may be offered based on earliest request time. At each location, upon request, the Company will provide the Union a list of employees who have been granted a holiday off under this provision.
- C. Holiday Vacation
1. Each employee will accrue holiday vacation in the current year (Vacation Accrual Year) for use in the subsequent calendar year (Vacation Usage Year) as follows:
 - a. Full-time employees will accrue eight (8) hours of holiday vacation and part-time employees will accrue five (5) hours of holiday vacation for each holiday set forth above in Paragraph A.
 - b. An employee scheduled to work on the holiday (including a shift swap-on) who is on any paid or unpaid leave (including individual and/or multiple sick leave days) will not be eligible to accrue holiday vacation hours for any holidays that occur during the leave period. This exclusion also applies when the holiday falls on the employee's scheduled day off (including a swap-off day), if the employee was on a paid or unpaid leave on the last scheduled work day prior to the holiday and the first scheduled work day after the holiday. This does not apply to employees who are awarded unpaid time off (e.g., VTO).
 - c. An employee who has any type of partial absence on a holiday as described in Paragraph C.1.b above will earn holiday vacation hours in proportion to the time on the holiday they work, rounding up to the nearest half (0.5) hour, to a maximum of eight (8) hours for full-time employees and five (5) hours for part-time employees.
 2. A holiday vacation week is comprised of five (5) days. For a full-time employee, a holiday vacation day is comprised of eight (8) hours. For a part-time employee, a holiday vacation day is comprised of five (5) hours.
 3. Full-time employees will be eligible to bid two (2) weeks of holiday vacation provided their projected annual accrual of holiday vacation at the time of holiday vacation bidding is at least sixty-four (64) hours. Full-time employees will be

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- eligible to bid one (1) week of holiday vacation provided their projected annual accrual of holiday vacation at the time of holiday vacation bidding is at least twenty-four (24) hours.
4. Part-time employees will be eligible to bid two (2) weeks of holiday vacation provided their projected annual accrual of holiday vacation at the time of holiday vacation bidding is at least forty (40) hours. Part-time employees will be eligible to bid one (1) week of holiday vacation provided their projected annual accrual of holiday vacation at the time of holiday vacation bidding is at least fifteen (15) hours.
 5. If at the close of a Vacation Accrual Year, a full-time employee's actual accrual of holiday vacation is:
 - a. at least sixty-four (64) but less than eighty (80) hours, the employee shall retain one (1) full week of holiday vacation and one (1) partial week of holiday vacation;
 - b. at least forty (40) but less than sixty-four (64) hours, the employee shall retain one (1) full week of holiday vacation; or
 - c. at least twenty-four (24) but less than forty (40) hours, the employee shall retain one (1) partial week of holiday vacation.
 6. If at the close of a Vacation Accrual Year, a part-time employee's actual accrual of holiday vacation is:
 - a. at least forty (40) but less than fifty (50) hours, the employee shall retain one (1) full week of holiday vacation and one (1) partial week of holiday vacation;
 - b. at least twenty-five (25) but less than forty (40) hours, the employee shall retain one (1) full week of holiday vacation; or
 - c. at least fifteen (15) but less than twenty-five (25) hours, the employee shall retain one (1) partial week of holiday vacation.
 7. If at the close of a Vacation Accrual Year, an employee has retained one (1) full week and one (1) partial week of holiday vacation or one (1) partial week of holiday vacation, vacation days shall be removed from the last scheduled holiday vacation days in the calendar year. On a case-by-case basis, the Company will grant an employee's request that different vacation days be removed, provided the employee makes a request at least sixty (60) days in advance of the start of the vacation period and the holiday vacation days are taken in conjunction with scheduled days off.
 8. Holiday vacation accrual remaining after annual holiday vacation is bid can be used as Day-At-A-Time (DAT) vacation.
 9. Full-time employees will be paid for scheduled hours for each day of holiday vacation.
 10. Part-time employees will be paid five (5) hours for each day of holiday vacation.
- D. Holiday vacation pay is computed at the employee's regular rate of pay, excluding shift premiums. Employees will be paid straight time for scheduled hours and swap-on hours

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- worked on a holiday. All overtime hours worked on a holiday that qualify for overtime pay will be paid at double time.
- E. Part-time employees transferring to full-time positions will:
1. Begin accruing holiday vacation for the next Vacation Usage Year at the full-time rate for holidays that occur after the effective date of the transfer.
 2. Rebid and take the number of originally-awarded accrued holiday vacation weeks (full and/or partial) remaining after the effective date of transfer. For the holiday vacation weeks that are rebid, the employee will be paid five (5) hours for each day of awarded holiday vacation. The remaining scheduled hours in a holiday vacation day (the difference between five (5) hours per day for a part-time employee and eight (8) hours per day for a full-time employee) will be unpaid, except that the employee will have the option to be paid from the employee's available DAT balance.
- F. Full-time employees transferring to part-time positions will:
1. Begin accruing holiday vacation for the next Vacation Usage Year at the part-time rate for holidays that occur after the effective date of the transfer.
 2. Rebid and take the number of originally-awarded accrued holiday vacation weeks (full and/or partial) remaining after the effective date of the transfer. For the holiday vacation weeks that are rebid, the employee will be paid five (5) hours for each day of awarded holiday vacation.
- G. Part-time employees temporarily upgraded to a full-time position will:
1. Accrue holiday vacation for the next Vacation Usage Year at the full-time rate for all holidays that occur when the employee was in the temporary upgrade position.
 2. Be permitted to take originally awarded weeks of holiday vacation during the temporary upgrade period and will be paid five (5) hours for each holiday vacation day. The remaining scheduled hours will be unpaid, except that the employee will have the option to be paid from the employee's available DAT balance.
- H. An employee on an authorized leave of absence as defined in Article 17 of this Agreement or off due to OJI on October 10 will be permitted to bid holiday vacation provided they give the Company notice of their intent to bid by October 10. Employees who do not bid will be permitted to bid on remaining available weeks of vacation upon their return.
- I. Employees voluntarily transferring to a different location or different vacation bid area shall be allowed to reschedule their holiday vacation period(s) to available vacation weeks if their previous bid vacation periods are not available. If sufficient vacation weeks are not available, the Company will designate additional vacation weeks sufficient to accommodate the employee's remaining holiday vacation week(s). Employees involuntarily transferring to a different location or different vacation bid group shall have the option of bidding for new vacation periods or maintaining their awarded vacation periods if available.
- J. Unused holiday vacation at year's end will be paid during the first quarter of the following year at the employee's rate of pay on December 31 of the Vacation Usage Year.

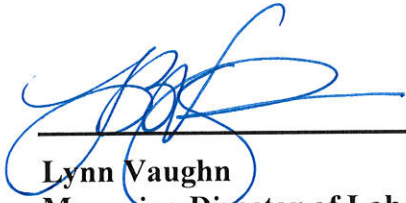
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- K. Employees who retire, resign, are terminated or who transfer to employment with the Company outside of Passenger Service, will be paid for any unused holiday vacation in the current Vacation Usage Year and for holiday vacation accrued year-to-date for the next Vacation Usage Year.

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For the Company:

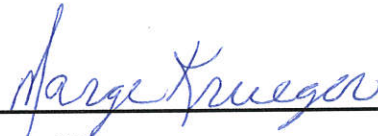
For the Association



Lynn Vaughn
Managing Director of Labor

10/31/23

Date



Marge Krueger
Co-Chair, CWA-IBT Association

10/31/23

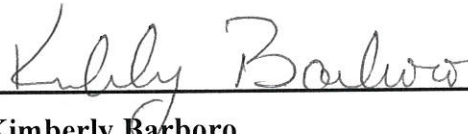
Date



Jerry Glass

10/31/23

Date



Kimberly Barboro
Co-Chair, CWA-IBT Association

10/31/23

Date