

## **ARTICLE 12**

### **VACATION**

#### A. Vacation Accrual

1. A full time employee will accrue vacation according to the following schedule:

<u>Years of Completed</u> <u>Service</u>	<u>Hours Accrued</u>
1 Year	40 hours
2 Years	80 hours
7 Years	120 hours
15 or more Years	160 hours

2. On his anniversary date, a full time employee will earn vacation hours accrued during the previous year. Only earned vacation may be taken.
3. A part time employee will accrue vacation according to the following schedule:

<u>Years of Completed</u> <u>Service</u>	<u>Hours Accrued</u>	
2 Years	40 hours	Taken as two (2) twenty hour weeks
7 Years	60 hours	Taken as two (2) thirty (30) hour weeks
10 Years	60 hours	Taken as three (3) twenty hour weeks
15 or more Years	80 hours	Taken as two (2) thirty (30) hour weeks and then one(1) twenty (20) hour week

#### B. Pay for Vacation

1. Except for Day-at-a-Time ("DAT") vacation under paragraph D., below, vacations may be split into periods of not less than forty (40) hours each.
2. An employee will be paid at his applicable straight time rate of pay for all hours of vacation.

3. An employee may elect to rollover one (1) week of vacation from one (1) year to the next.
4. Employees may swap for a day off and use a DAT to be paid up to the applicable maximum DAT vacation specified in paragraph D or E below. The employee must notify the Company in writing of his intention to utilize DAT vacation for this purpose no later than the day of the swap.

#### C. Vacation Bidding and Awarding

1. The Company will post requests for vacation preferences by workgroup for the following year on Company bulletin boards and by electronic method at each station no later than October 15 of each year.
2. Employees must list their vacation preferences no later than November 15. When necessary, an employee may use a proxy to list his vacation preferences.
3. Vacation schedules will be arranged by the Company according to employee preference in order of Company seniority, except that the number of employees who may be on vacation at the same time will be limited by the requirements of the service. The vacation periods awarded or assigned by the Company will be posted on Company bulletin boards and by electronic method at each station no later than December 1.
4. An employee who does not list his vacation preferences by the bid closing date may choose from available vacation weeks on a first come first serve basis throughout the year. If employees fail to schedule vacation the Company may assign vacation to ensure use.
5. An employee may trade his awarded or assigned vacation with an available open vacation period after December 1 by submitting a written request at least fifteen (15) days prior to the awarded or assigned vacation or the available open vacation period he wishes to trade for, whichever is earlier. The written request must indicate the awarded or assigned vacation period(s) to be traded and select the vacation period(s) from available open vacation periods in the same calendar year. Trades will be awarded on a first come, first serve basis.

#### D. Day-at-a-Time ("DAT") Vacation for Full time Employees

1. At the time an employee lists his vacation preferences, he may elect to reserve forty (40) hours of vacation for the purpose of

taking one (1) to five (5) days of vacation at a time. DAT vacation must be taken in increments equal to the number of hours in the employee's normal shift.

2. Requests for DAT vacation will be granted in order of Company seniority, unless the requirements of the service prevent such requests from being granted.
3. Requests for DAT vacation will be granted or denied by the Company no less than forty-eight (48) hours in advance of the day the employee is requesting off.
4. DAT vacation may be rolled over from one year to the next pursuant to paragraph B.3 above; however in no case shall an employee be able to roll over more than one (1) week of vacation from one (1) year to the next.

#### E. Day-at-a-Time ("DAT") Vacation for Part time Employees

1. At the time an employee lists his vacation preferences, he may elect to reserve one (1) week of vacation for the purpose of taking DAT vacation, to be paid at ten (10) hours per day.
2. Requests for DAT vacation will be granted in order of Company seniority, unless the requirements of the service prevent such requests from being granted.
3. Requests for DAT vacation will be granted or denied by the Company no less than forty-eight (48) hours in advance of the day the employee is requesting off.

#### F. Cancellation of Vacation

1. The Company will make every reasonable effort to honor awarded vacation. In the case of unpredicted operational necessity, the Company will give at least two (2) weeks' notice of vacation cancellation, if the circumstances leading to such cancellation are known sufficiently in advance. If the circumstances are not known sufficiently in advance, as much notice as possible will be given.
2. If an employee's vacation is canceled by the Company, he will be paid one and one half times ( $1 \frac{1}{2}$ ) for all hours worked during the cancelled vacation week and permitted to reschedule the vacation by selecting from the remaining available open vacation periods. If there are no such periods by the end of the calendar year, the employee will carry his vacation over to the next year. The employee will be given priority in choosing one (1) week of his vacation in the next year.

3. If an employee's vacation is canceled and the employee immediately advised the Company that cancellation of the vacation will result in the forfeiture of deposits, the Company will reimburse the employee for all reasonable and actual non-refundable deposits made by the employee in reliance upon the originally scheduled dates. The Company may, at its discretion, require the employee to submit documentation of the forfeited deposits. Vacations will be canceled in inverse order of seniority at a station.
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- G. If an employee is awarded or assigned a station vacancy or displaced to a new station from his present station, he will reschedule his vacation by selecting from available open vacation periods at the new station. If there are no such periods by the end of the employee's vacation year and a mutual agreement cannot be reached, the employee will carry his vacation over to the next year. If an employee is displaced, the Company will honor one (1) week of his previously scheduled vacation time from his prior station.
  - H. If an employee with at least one (1) year of active service voluntarily leaves the Company, he will be paid for all earned but unused vacation time.
  - I. In the event of an employee's death, his earned but unused vacation time will be paid to his estate.
  - J. If an employee on vacation is hospitalized because of a medical emergency, he may elect to charge the period of hospitalization to sick leave rather than vacation.
  - K. Awarded vacation periods will be scheduled on consecutive days beginning on Monday and ending Sunday. Consistent with operational needs the bid period may be adjusted to permit scheduled days off prior to and following the vacation period.
  - L. Before choosing a vacation slot that involves a prime holiday vacation period, management at a station will give due consideration to the vacation preferences of bargaining unit employees by workgroup at the station with more seniority. Management and the shop steward at a station will meet and confer over any concerns regarding the award of vacation.

