

ARTICLE 7 – HOLIDAYS

(a) The following holidays with pay will be granted:

<u>Holiday</u>	<u>Observance</u>
New Year's Day	January 1 <sup>st</sup>
<b>President's Day</b>	<b>Third Monday in February</b>
<b>Good Friday</b>	<b>Friday preceding Easter</b>
<b>Memorial Day</b>	<b>Last Monday in May</b>
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
<b>Columbus Day</b>	<b>Second Monday in October</b>
Thanksgiving Day	Fourth Thursday in November
<b>Friday Following Thanksgiving Day</b>	<b>Friday Following</b>
Christmas Day	December 25 <sup>th</sup>

(b) If an employee is on a 5/8's schedule and he is required to work on any of the above holidays, he will receive **two one and one half times (1.5X) (2x)** his base hourly rate for at least eight (8) hours, except when an employee requests and is granted fewer hours in which event he will receive **two one and one half times (1.5X)(2x)** his base hourly rate for all hours actually worked and one times (1X) his base hourly rate for the difference between the hours actually worked and eight (8) hours. **If the employee works more than eight (8) hours on the holiday, he will receive two (2x) his base hourly rate for all hours in excess of eight (8) hours.**

(1) If an employee is on a 4/10's schedule and he is required to work on any of the above holidays, he will receive **two one and one half times (1.5X) (2x)** for the first eight (8) hours and one times (1X) his base hourly rate for the remaining two (2) hours of his scheduled shift, except when an employee requests and is granted fewer hours in which event he will receive **two one and one half times (1.5X)(2x)** his base hourly rate for all hours actually worked and one times (1X) his base hourly rate for the difference between the hours actually worked and ten (10) hours. If the employee works more than ten (10) hours on the holiday, he will receive **two one and one half times (1.5X) (2x)** his base hourly rate for all hours in excess of ten (10) hours.

(c) If an employee is on a 5/8's schedule and any of the above holidays fall on his day off, whether the day off is a scheduled day off or due to a change of shift (CS) as authorized by the Supervisor, his next workday will be observed as the holiday. The Company may designate the employee's last workday before the holiday to be observed as the holiday with his consent. An employee required to work on his holiday will be paid in accordance with Article 7(b) [HW]. Any work performed on his day off will be paid in accordance with Article 6. **The observance of the holiday will not move or change, except in those stations where designated holidays are recognized on the eve, in accordance with local guidelines.**

(1) If an employee is on a 4/10's schedule and any of the above holidays fall on his day off, he will receive eight (8) hours at his base hourly rate in compensation for the holiday [HO], in addition to his regular pay for the week. The observance of the holiday will not move or change, but will be observed in accordance with Article 7(a).

**(2) Employees on a 4/10 work schedule who are regularly scheduled to work the holiday and are granted the holiday off (HO), will be paid for the holiday at the base hourly rate for ten (10) hours.**

(d) If an employee is on a 5/8's schedule and any of the above holidays fall within his vacation period, his next workday following the vacation period will be observed as the holiday. An employee required to work on that day will be paid in accordance with Article 7(b) [HW].

~~(4)~~ If an employee is on a 4/10's schedule and any of the above holidays fall within his vacation period, he will receive eight (8) hours at his base hourly rate in compensation for the holiday [HO] in addition to his vacation pay. The observance of the holiday will not move or change, but will be observed in accordance with Article 7(a).

(e) Payment for a holiday will not be made to an employee on a leave of absence or to an employee scheduled to work on the holiday who is not excused from work and who fails to report to work as scheduled.

(1) If an employee has been absent because of illness or injury for a continuous period immediately preceding the holiday that does not exceed thirty (30) calendar days, exclusive of any vacation time, he is entitled to holiday off pay [HO] in accordance with this Article.

(2) If an employee has been absent because of illness or injury for a continuous period immediately preceding the holiday for more than thirty (30) calendar days, exclusive of any vacation time, he is deemed to be on a leave of absence and is not entitled to any holiday pay. Any pay due will be in accordance with Article 34.

(3) If an employee is scheduled to work on a holiday and is absent on the holiday, he is not entitled to any holiday pay, unless he was “excused” from working on the holiday by the Supervisor. “Excusable” reasons for not working as scheduled on the holiday include such compelling reasons as jury duty, a death in the family, a critical illness in the family requiring the attention of the employee, and bona fide union business. If the employee is excused in accordance with this paragraph, he is entitled to holiday off pay [HO].

(4) If an employee has a one (1) day absence for illness or injury on a holiday he is scheduled to work, he is not entitled to any holiday pay. Any pay due will be in accordance with Article 34.

(5) If an employee’s absence for illness or injury commenced on a holiday that the employee was scheduled to work and then continues through one (1) or more workdays following the holiday, he is entitled to holiday off pay [HO] for the holiday. Subsequent absences will be paid in accordance with Article 34.

(f) ~~No All employees will be required to report for duty on a paid holiday unless on scheduled days off or on vacation. except when absolutely required for the operation.~~ An employee **awarded holiday off** will receive eight (8) hours **or ten (10) hours, if applicable**, pay at straight-time rates. The Company will request not later than seven (7) calendar days prior to each holiday, volunteers to **have work on** the holiday **off**. Notification of volunteers **awarded and others required to work on** the holiday **off** will, except in case of an emergency, be made not later than three (3) calendar days prior to the holiday. ~~In the event insufficient volunteers are available, holiday work will be assigned on the same basis as overtime work.~~

**(g) For the Maintenance Bases only, no employee will be required to report for duty on a paid holiday except when absolutely required for the operation. An employee not required to work on the holiday will receive eight (8) hours or ten (10) hours, if applicable, pay at straight-time rates. The Company will request not later than seven (7) calendar days prior to each holiday, volunteers to work on the holiday. Notification of volunteers and others not required to work on the holiday will, except in case of an emergency, be made not later than three (3) calendar days prior to the holiday. In the event insufficient volunteers are available, holiday work will be assigned on the same basis as overtime work.**

(gh) Holiday work and pay for part time employees will be governed by the provisions of Article 43.

**NOTE: All Line Maintenance local guidelines or agreements for holiday work or off will be considered null and void effective DOS plus 90 days. The Company and the TWU Local agree to meet to establish new guidelines and agreements consistent with the changes to this article.**