

**ARTICLE 7 - HOLIDAYS**

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

Holiday	Observance
New Year's Day	January 1 <sup>st</sup>
<b>Martin Luther King Day</b>	<b>Third Monday in January</b>
<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</b>	<b>Friday following Thanksgiving</b>
Christmas Day	December 25 <sup>th</sup>

(b) An employee required to work on any of the above holidays will receive **two and one half (2.5X)** times ~~one and one half (1.5x)~~ his regular 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 and one half (2.5X)** ~~one and one half (1.5x)~~ times his regular hourly rate for all hours actually worked and straight time for the difference between the hours actually worked and 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 and one half times (2.5X) his base hourly rate for eight (8) hours and one time (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 and one half times 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 (10) ten hours. If the employee works more than ten (10) hours on the holiday, he will receive two and one half times his base hourly rate for all hours in excess of ten (10) hours.**

(c) If an employee is on a 5/8 or 4/10 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~~ **the** ~~such~~ 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.~~

(d) If an employee is on a 5/8's or 4/10's schedule and any of the above holidays fall within an employee's 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 ~~paragraph~~ **Article 7(b) [HW]** above.

(e) Payment for a holiday as such 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 employee will be required to report for duty on a paid holiday that falls on his regularly scheduled work day, except when absolutely required for the operation. An employee **not required to work on the holiday will receive eight (8) hours of pay at his base hourly rate, or ten (10) hours if on a 4/10 schedule [HO]**. The Company will request, not later than seven (7) calendar days prior to each holiday, for volunteers to

work on the holiday. Notification of volunteers and others 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.

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

(h) The attachments on the following pages are agreed to by the parties and are incorporated as part of this Agreement.

## **ATTACHMENT 7.1 - HOLIDAY WORK FOR PART-TIME EMPLOYEES**

October 14, 1985

Mr. E. R. Koziatek  
International Vice President  
Transport Workers Union of America, AFL-CIO  
Bldg. "A", Norwood Office Park  
1501 N. Norwood Dr., Suite 125  
Hurst, Texas 76053

Dear Ed:

This will confirm our discussions on the provisions of Article 43(d)(2) of the Labor Agreement effective September 1, 1985 pertaining to part time employees who may be scheduled for up to eight (8) hours on specified days. If any of these days should fall on a holiday and a reduced workforce is needed on these holidays, full time employees will have preference over such part time employees for eight (8) hour shifts on the actual holidays.

Very truly yours,

S. L. Crosser  
Director  
Employee Relations

SLC/jlh

Agreed:

E. R. Koziatek

## **ATTACHMENT 7.2 - HOLIDAY WORK ASSIGNMENTS**

December 1, 1992

Mr. Edward R. Koziatek  
International Vice President - TWU  
1848 Norwood Plaza, Suite 112  
Hurst, Texas 76054

Dear Ed:

This will confirm our discussions recently on the application of the holiday provision of the labor agreement when such holiday encompasses a vacation period including the days off at the end of the vacation period.

We have agreed that when such holiday falls within the vacation period including the days off at the end of the vacation period, employees observing their holiday on their first workday shall be grouped together for holiday work assignments with those employees whose holiday is on the same day either as a result of that day being the actual holiday or that day being the first workday following their scheduled day off. In essence, the provisions of Article 7 (c) and 7 (d) shall be treated equally in determining the staffing requirements. As examples:

July 4th holiday falls on Saturday

Employee A is on vacation June-20th thru July 5th -  
Days off are Saturday/Sunday

Employee B has Days off Saturday/Sunday (July 4th and 5th)  
Both employees are to be treated the same as far as the holiday work schedule on July 6th (holiday work/holiday off for both employees).

The same would hold true if the actual holiday fell on the Sunday or Monday.

Example 2

Employee on vacation August 29 thru September 13. Labor Day is Monday September 7. This employee's holiday would move to the next scheduled workday-September 14 and the employee would either be scheduled to work or take a Holiday Off depending upon the requirements of the operation.

Nothing in the above is intended to modify nor change local practices on scheduling of vacations and/or holidays. This is intended to provide guidance and direction to resolve

those disputes on proper methodology of scheduling holiday work that encompasses a vacation.

Agreed:

Edward R. Koziatek  
International Vice President  
Transport Workers Union

S.L. Crosser  
Managing Director  
Employee Relations