

## ARTICLE 47 - VACATIONS

### Section A - National

(The following is a synthesis from the National Vacation Agreement of April 29, 1949, as subsequently revised from time-to-time, up through the revision effective January 1, 1979, as far as they apply to employes covered by this Agreement)

App. Item 21 Bkm  
M/A signed  
6/23/55 Bkm  
M/A eff.  
1/1/65 Bkm/Cdr  
M/A eff.  
11/13/69 Bkm/Cdr  
App. Item 53 Cdr.

(1)(a) Effective January 1, 1973, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to 160 basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section A (1)(a) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section A (1)(a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.) (See NOTE below.)

(b) Effective January 1, 1973, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having 2 or more years of continuous service with employing carrier will be qualified for an annual vacation of 2 weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to 160 basic days in miles or hours paid for as provided in individual schedules and during the said 2 or more years

(Article 47, Section A Cont'd)

Ditto

of continuous service renders service of not less than 320 basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section A (1)(b) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section A (1)(b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See NOTE below.)

(c) Effective January 1, 1979, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having 9 or more years of continuous service with employing carrier will be qualified for an annual vacation of 3 weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to 160 basic days in miles or hours paid for as provided in individual schedules and during the said 9 or more years of continuous service renders service of not less than 1440 basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section A (1)(c) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other

(Article 47, Section A Cont'd)

Ditto

services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section A(1)(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(d) Effective January 1, 1979, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having 18 or more years of continuous service with employing carrier will be qualified for an annual vacation of 4 weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to 160 basic days in miles or hours paid for as provided in individual schedules and during the said 18 or more years of continuous service renders service of not less than 2880 basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section A(1)(d) each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

(Article 47, Section A Cont'd)

Ditto

Beginning with the year 1960 on all other carriers, in the application of this Section A (1) (d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(e) Effective January 1, 1973, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having 25 or more years of continuous service with employing carrier will be qualified for an annual vacation of 5 weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employe renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to 160 basic days in miles or hours paid for as provided in individual schedules and during the said 25 or more years of continuous service renders service of not less than 4,000 basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section A (1)(e), each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section A (1)(e) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(Article 47, Section A. Cont'd)

Ditto

Note: In the application of Section A (1)(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

(f) In dining car service, for service performed on and after July 1, 1949--each  $7\frac{1}{2}$  hours paid for shall be considered the equivalent of one basic day in the application of Section A (1)(a), (b), (c), (d) and (e).

(g) Calendar days on which an employe assigned to an extra list is available for service and on which days he performs no service, not exceeding 60 such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of 30, on which an employe is absent from and unable to perform service because of injury received on duty will be included.

The 60 and 30 calendar days referred to in this Section A (1)(g) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section A (1)(a), (b), (c), (d) and (e), respectively.

(h) Where an employe is discharged from service and thereafter restored to service, during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employe is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing 320 basic days under Section A(1)(b), 1600 basic days under Section A(1)(c), 3200 basic days under Section A(1)(d), and 4,000 basic days under Section A(1)(e).

(i) Only service performed on one railroad may be combined in determining the qualifications provided for in this Section A, except that service of an employe on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employe's seniority on his home road. Such service will not operate to relieve the home road of its responsibility

(Article 47, Section A Cont'd)

Ditto

under this Agreement.

(j) In instances where employes who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employes in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(k) In instances where an employe who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section A (1)(a), (b), (c), (d) or (e) and (j) hereof.

(l) In instances where an employe who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section A(1)(a), (b), (c), (d) or (e) and (j) hereof.

(Article 47, Section A. Cont'd)

Ditto

(2) Employees qualified under Section A(1) hereof shall be paid for their vacations as follows:

General

(a) An employe receiving a vacation, or pay in lieu thereof, under Section A(1) shall be paid for each week of such vacation 1/52 of the compensation earned by such employe under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section A (1) (or carriers in case he qualified on more than one carrier under Section A(1)(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than 6 minimum basic days' pay at the rate of the last service rendered, except as provided in Subparagraph (2)(b).

(b) Beginning on the date Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employes and employes having interchangeable yard and road rights covered by said agreement, who are represented by the United Transportation Union, are concerned:

Yard Service

(i) An employe receiving a vacation, or pay in lieu thereof, under Section A(1) shall be paid for each week of such vacation 1/52 of the compensation earned by such employe under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section A(1) (or carriers in case he qualified on more than one carrier under Section A(1)(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than 5 minimum basic days' pay at the rate of the last service rendered.

(Article 47, Section A Cont'd)

Combination Of Yard And Road Service

(ii) An employe having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section A(1) shall be paid for each week of such vacation  $1/52$  of the compensation earned by such employe under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section A(1) (or carriers in case he qualified on more than one carrier under Section A(1)(i)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employe is working in road service such pay for each week of vacation shall be not less than 6 minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employe is working in yard service such pay for each week of vacation shall be not less than 5 minimum basic days' pay at the rate of the last yard service rendered.

Note: Section A(2)(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

(3) Vacations, or allowances therefor, under 2 or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

(4) Time off on account of vacation will not be considered as time off account employe's own accord under any guarantee rules and will not be considered as breaking such guarantees.



(Article 47, Section A Cont'd)

(5) The absence of an employe on vacation with pay, as provided in this Section A, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

(6) Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employe in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employes will cooperate in arranging vacation periods, administering vacations and releasing employes when requirements of the service will

(Article 47, Section A Cont'd)

Ditto

permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employe will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

(7) (a) Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employe at end of his vacation period, the number of vacation days at the request of the employe may be reduced in one year and adjusted in the next year.

(b) After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

(8) The vacation provided for in this Section A shall be considered to have been earned when the employe has qualified under Section A(1) hereof. If an employe's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employe has qualified therefor under Section A(1). If an employe thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

(9) The terms of this Section A shall not be construed to deprive any employe of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom. With respect to yard service employes, and with respect to any yard service employe having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6.

(Article 47, Section A Cont'd)

Ditto

(10) Any dispute or controversy arising out of the interpretation or application of any of the provisions of this Section A will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the Carrier or the Organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a Committee, the Carrier members of which shall be 5 members of the Carriers' Conference Committees signatory hereto, or their successors; and the employe members of which shall be the chief executives of the 5 organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this Section A.

(11) This Vacation Agreement (Section A, here) shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employes represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, insofar as said agreement applies to and defines the rights and obligations of the carriers parties to this Agreement and the employes of such carriers represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen and Switchmen's Union of North America.

(Implementing paragraph - not reproduced.)

(Article 47, Section A Cont'd)

Ditto

(12) (Not reproduced.)

(13) (Not reproduced.)

(14) The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employes, party to this (Section A, here), and the Officer designated by the Carrier, may enter into additional written understandings to implement the purposes of this Agreement, provided that such understandings shall not be inconsistent with this Agreement.

MEMORANDUM

(Chicago, Illinois, April 29, 1949)

Indicated

Referring to agreement, signed this date, between employes represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, and Carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, with respect to vacations with pay:

In computing basic days in miles or hours paid for, as provided in Section A(1), the parties agree that the following interpretations shall apply:

(1) A Trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with 2 basic days.

(2) An employe in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1-1/4 basic days.

(3) An employe in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1-3/4 basic days.

(Article 47, Section A Cont'd)

Ditto

(4) An employe in yard service working 12 hours will be credited with 1-1/2 basic days.

(5) An employe in freight service, runaround and paid 50 miles for same, will be credited with 1/2 basic day.

(6) An employe in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.

(7) An employe in freight service, paid no overtime or other allowances, working as follows:

1st trip,	150 miles
2nd trip,	140 miles
3rd trip,	120 miles
4th trip,	150 miles
5th trip,	140 miles
Total	<hr/> 700 miles

will be credited with 7 basic days.

(8) An employe in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.

(9) An Engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.

(10) An Engineman in short turnaround passenger service, makes a trip of 100 miles or less, on duty 8 hours within a spread of 9 hours, will be credited with 1 basic day.

(11) A Trainman in short turnaround passenger service, makes a trip of 150 miles or less, on duty 8 hours within a spread of 9 hours, will be credited with 1 basic day.

(12) A Trainman in short turnaround passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty 8 hours within the first 9 hours, will be credited with 1-1/8 basic days.

(Article 47, Section A. Cont'd)

Ditto

(13) An employe in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.

(14) An employe is paid 8 hours under the held-away-from-home terminal rules, will be credited with 1 basic day.

(15) An employe is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

Interpretation Of Continuous Service Provisions Of  
Section A (1) Of Vacation Agreement (January 18, 1956  
National):

Indicated

In the granting of vacations subject to agreements held by the 5 operating organizations, service rendered for the carrier will be counted in establishing 5 or 15 or more years of continuous service, as the case may be, where the employe transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employe's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

Section B - Implementing Vacation Agreement

M/A eff.  
7/1/49 Bkm/Cdr

It is agreed vacations with pay, insofar as the service will permit of releasing the employes, will be granted in accordance with the following supplemental understanding:

(1) Within 10 days of the date of bulletin to be issued to all employes affected, each employe will advise the date which he prefers for his vacation to begin, selecting 3 dates and indicating first, second and third choice, as there will probably be more than one application for each particular period and it may not be possible to permit all who request such period to have vacations at that time. Advice as to date vacation desired should be made to the Carrier Officer issuing the bulletin, with copy to the Local Chairman.

(Article 47, Section B Cont'd)

Ditto

(2) At the close of the 10-day period provided above, a representative of the Carrier and the Local Chairman will properly begin the assignment of vacation dates, after first determining the qualification of the employe, giving due regard, consistent with the requirements of the service, to the preference of the employe in his seniority order in the class of service in which engaged at the close of the 10-day period provided herein. Definite dates will be assigned for vacation to be taken.

(3) The class of service to which the employe is assigned at the expiration of the 10-day period provided herein will determine the class of service for the purpose of assigning his vacation date, except a promoted Brakeman who may happen to be working as an Emergency Conductor, and who is not on the Conductors' Extra Board or assigned as Conductor, will be considered a Brakeman. This fact, however, will have no bearing whatever on what he will be paid for vacation assignments. If in different class of service at time vacation date arrives, there will be no change in the vacation date originally assigned.

(4) Those who do not advise the vacation date desired will be arbitrarily assigned a vacation date. Likewise, those who indicate the vacation date desired (first, second and third choice), and such vacation dates are assigned to senior employes, making it impossible to assign them one of the dates desired, will be assigned an arbitrary vacation date.

(5) While vacations will be granted consistent with the requirements of the service, the fact that an employe is assigned a particular vacation date does not necessarily mean that he can be granted vacation at that particular time. If, however, he is not granted a vacation, he will be paid as provided for in the Vacation Agreement.

(6) Release of employes for vacation, and return to service after vacation, will be at point where employes lay off and report for duty when laying off of their own accord. An extra employe filling vacancy on an outside run will be released for vacation, where there is an extra employe available to relieve him, at the end of his service on the day preceding date vacation is to begin

(Article 47, Section B Cont'd)

Ditto

where the temporary vacancy he is filling continues to exist; the employe released for vacation will not be entitled to deadhead pay to his terminal, nor will the employe sent to relieve him be entitled to deadhead pay going to the outside point.

(7) Vacation dates, once assigned will not be postponed, except (a) when the employe is away from the home terminal or lay-off point, in which event the starting date of his vacation will be postponed until the day following beginning of service prior to arrival at home terminal or lay-off point; (b) in meritorious cases where it can be done without interference with Carrier's service or assigned vacation periods of other employes and is agreed to by the proper Carrier Officer and the Local Chairman.

(8) The vacation days will be from 12:01 A.M., first day of vacation to 11:59 P.M., last day of vacation, subject to conditions set out in preceding paragraph.

Note: An employe is eligible for service that has an on-duty (reporting) time up to and including 12 midnight of the day before the start of his vacation. At the conclusion of his vacation, he is eligible for call (if he properly reports) for service with an on-duty (reporting) time at or after 12 midnight of the last vacation day.

(9) Vacation vacancies are to be filled the same as in case of employes laying off, but will not be bulletined. Under rules permitting employes to bid in vacancies days off account vacation will not be counted, but days off preceding and following and continuous with time off account vacation will be counted.

(10) In order to schedule as many employes as possible for vacations, it is understood there will be no claims submitted or recognized for other than the employes scheduled for vacation by reason of employes scheduled for vacation not released for that purpose.

(11) If time off on vacation and time off under mileage regulations are continuous, deadheading occasioned by regular employe being off should not be paid for.



(Article 47, Section B. Cont'd)

Ditto

(12) Claim for vacation pay should be made on time slip provided for that purpose.

(13) An employe returning from vacation will report to proper authority for mark-up when ready to resume service in his turn. Regular employes will be required to report, in advance, in accordance with Article 16, Section A. Extra employe returning from vacation will be marked up on the board after he reports but not before 12:01 A. M. of the first day following the end of his vacation. An employe whose vacation is started will not return to work until vacation is completed except where he makes request prior to starting vacation under provisions of Section A(7)(a) of the Vacation Agreement; or required to do so under provisions of Section A(6) of the Vacation Agreement.

(14) It is understood interpretations by Vacation Committees under previous vacation agreements will apply to the July 1, 1949 Agreement involving identical rules.

(15) This Agreement is effective July 1, 1949, and will be applicable until December 31, 1949, and thereafter for each succeeding year, but may be canceled at the end of any year by proper request either by the Carrier or the Organizations signatory hereto filed 30 days prior to January 1 of the following year.

#### Section C - Split Vacations

M/A eff.  
1/1/76 Bkm/Cdr  
3000-121-24  
4007-27  
5000-9  
6000-13

(1)(a) Effective with the year 1976, employes who have qualified under the provisions of Section A(1)(c) of the National Vacation Agreement, as amended, for an annual vacation of 3 weeks with pay may take such vacation in 2 periods if they so desire, each portion of which must consist of one or 2 weeks (i. e., there can be no split weeks).

(b) Effective with the year 1976, employes who have qualified under the provisions of Section A(1)(d) or (e) of the National Vacation Agreement, as amended, for an annual vacation of 4 or 5 weeks with pay may take such vacation in as many as 3 periods if they so desire, each portion of which must consist of a multiple of weeks (i. e., there can be no split weeks).

(2) The length of the entire vacation will be no greater than the length of vacation the employe is entitled to at the time the first portion (i. e., occurring first in the calendar year) of the vacation is taken.

(Article 47, Section C Cont'd)

Ditto

(3) Section A(6) of the National Vacation Agreement, as amended, provides in part:

"Due regard, consistent with requirements of the service, shall be given to the preference of the employe in his seniority order in the class of service in which engaged when granting vacation."

In applying the principles set forth in Section A(6), consideration will first be given to only one (primary) period of split vacations in assigning vacations. An employe requesting a split vacation will designate which period he desires to have considered first in accordance with the above. After all employes in the craft have been assigned one vacation period in accordance with the above quoted principle, the second portion of split vacations will be assigned to available unassigned periods with due regard to employe requests, his seniority order and the requirements of the Carrier's service. After all second portions of split vacations have been assigned, then the third portions of split vacations will be assigned on the same basis as the second portions.

(4) Vacations will be scheduled in week increments Monday through Sunday so that vacations will be assigned for calendar week or weeks, but vacations must begin and end in the same calendar year. However, employes with regular assigned rest and/or layover days will actually take their vacation commencing with the first workday that follows the rest or layover day that is nearest to the Monday on which the vacation was scheduled to start.

(5) In the application of Section A (7)(a) of the National Vacation Agreement (which applies only to employes in regularly assigned service), in order to avoid loss of time by an employe at the end of his first period of a split vacation, the number of vacation days in the first vacation period at the request of the employe may be reduced and adjusted in the second vacation period, and then if necessary to avoid loss of time by the employe at the end of his second vacation period, the number of vacation days in the second vacation period at the request of the employe may be reduced and adjusted in the next year.

(6) Where an employe has been permitted to take his vacation in 2 or 3 periods and he is paid therefor on the basis of minimum basic days in accordance with the

(Article 47, Section C Cont'd)

Ditto

National Vacation Agreement, as amended, such payment will be at the rate of the last service rendered prior to the start of the first vacation period.

(7) The Carrier will assume no additional expense in granting split vacations as a result of this Section C. When an employe is released for vacation, if it is necessary to deadhead other employes to protect his vacation vacancy, the relief employe(s) will be paid only for deadheading to the first portion and from the last portion of the split vacation of an individual employe.

(8) (Not reproduced.)

(9) This Section C may be canceled at the end of any year by proper request either by the Carrier or the Organization signatory hereto filed 30 days prior to January 1 of the following year.