

ARTICLE 38

SECTION A

VACATIONS

Appendix Item 3

(National Vacation Agreement of April 29, 1949, as revised effective January 1, 1973.)

Section 1 (a) Effective January 1, 1973, each employee, 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 employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (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 1(a) each basic day in yard service performed by a yard service employee or by an employee 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 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.)

(Article 38 Continued)

(b) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (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 1(b) each basic day in yard service performed by a yard service employee or by an employee 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 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, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having ten or more years of continuous service with employing

(Article 38 Continued)

carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said ten or more years of continuous service renders service of not less than sixteen hundred (1600) 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 1(c) each basic day in yard service performed by a yard service employee or by an employee 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 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.)

MEMO

Increased vacation effective January 1, 1973 as provided here and elsewhere in Article 38 is subject to approval of the Pay Board.

(d) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one

(Article 38 Continued)

hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty or more years of continuous service renders service of not less than thirty-two hundred (3200) basic days in miles or hours paid for as provided in individual schedule

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 1(d) each basic day in yard service performed by a yard service employee or by an employee 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 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 employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous

(Article 38 Continued)

service renders service of not less than four thousand (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 1(e) each basic day in yard service performed by a yard service employee or by an employee 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 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.)

NOTE: - In the application of Section 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 1(a), (b), (c), (d) and (e).

(g) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service not exceeding sixty (60) such days, will be included in the determination of qualification for vacation;

(Article 38 Continued)

also, calendar days, not in excess of thirty (30), on which an employee 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 1(g) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(h) Where an employee 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 employee 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 three hundred twenty (320) basic days under Section 1(b), sixteen hundred (1600) basic days under Section 1(c), thirty-two hundred (3200) basic days under Section 1(d), and four thousand (4,000) basic days under Section 1(e).

(i) Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee 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 employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

(j) In instances where employees 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 employees in the Armed Forces subsequent to their employment by the employing carrier will be included in the determination of

(Article 38 Continued)

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 employee 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 1(a), (b), (c), (d) or (e) and (j) hereof.

(l) In instances where an employee 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 1 (a), (b), (c), (d) or (e) and (j) hereof.

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

(Article 38 Continued)

General

(a) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 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 six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (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 employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the United Transportation Union, are concerned:

Yard Service

(1) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 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 five (5) minimum basic days' pay at the rate of the last service rendered.

Combination of Yard and Road Service

(2) An employee having interchangeable yard and road rights receiving a vacation, or pay

(Article 38 Continued)

in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 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 employee is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay for each week of vacation shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

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

Section 3 - Vacations, or allowances therefor, under two 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.

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

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

Section 6 - Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service

Article 38 (Cont'd)

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 employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will 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 employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

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

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

Section 8 - The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee'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 employee has qualified therefor under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay

Article 38 (Cont'd)

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.

Section 9 - The terms of this agreement shall not be construed to deprive any employee 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 employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

Section 10 - Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement 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 five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the chief executives of the five 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 agreement.

Section 11 - This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its rail.

Article 38 (Cont'd)

road employees represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, in so far as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees 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.

An employee who has taken or is scheduled to commence his vacation during the year 1949 prior to July 1, 1949 shall not be entitled to the increased vacation nor to the vacation allowance provided for herein during the period July 1, 1949 - December 31, 1949.

Section 12 - This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

Section 13 - This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

Section 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 employees, party to this agreement, 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.

Referring to agreement, signed this date, between employees 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:

Article 38 (Cont'd)

In computing basic days in miles or hours paid for, as provided in Section 1 of said agreement, 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 two basic days.

2. An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with $1\frac{1}{4}$ basic days.

3. An employee in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with $1\frac{3}{4}$ basic days.

4. An employee in yard service working 12 hours will be credited with $1\frac{1}{2}$ basic days.

5. An employee in freight service, run-around and paid 50 miles for same, will be credited with $\frac{1}{2}$ basic day.

6. An employee in freight service, called and released and paid 50 miles for same, will be credited with $1\frac{1}{2}$ basic day.

7. An employee 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,	<u>140 miles</u>
Total	700 miles

will be credited with seven basic days.

8. An employee 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.

Article 38 (Cont'd)

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 turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

11. A trainman in short turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

12. A trainman in short turn-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1-1/8 basic days.

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

14. An employee is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.

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

INTERPRETATION of Continuous Service Provisions of Section 1 of Vacation Agreement. (January 18, 1956 National)

In the granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five or fifteen or more years of continuous service, as the case may be, where the employee transferred in service

Article 38 (Cont'd)

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 employee'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

MODIFIED

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

MODIFIED

(1) Within ten (10) days of the date of bulletin to be issued to all employees affected, each employee will advise the date which he prefers for his vacation to begin, selecting three 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.

MODIFIED

(2) At the close of the ten-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 employee, giving due regard, consistent with the requirements of the service, to the preference of the employee in his seniority order in the class of service in which engaged at the close of the ten-day period provided herein. Definite dates will be assigned for vacation to be taken.

(Article 38 Continued)

MODIFIED

(3) The class of service to which the employe is assigned at the expiration of the ten-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 they 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.

MODIFIED

(6) Vacation dates, once assigned will not be postponed, except (1) 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; (2) 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.

(Article 38 Continued)

(7) 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 12:00 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 12:00 Midnight of the last vacation day.

(8) Vacation vacancies are to be filled the same as in case of men 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.

(9) In order to schedule as many men 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.

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

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

REVISED

(12) An employe returning from vacation will report to proper authority for mark-up when ready to resume service in his turn. Regular men will be required to report, in advance, in accordance with Article 16, Section B. Extra man 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

(Article 38 Continued)

(7) (a) of the Vacation Agreement; or required to do so under provisions of Section 6 of the Vacation Agreement.

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

(14) This agreement is effective July 1, 1949, and will be applicable until December 31, 1949 and thereafter for each succeeding year but may be cancelled 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

MODIFIED

1. Effective with the year 1965, employees who have qualified under the provisions of Section 1 (c) or (d) of the 1949 Vacation Agreement, as amended, for an annual vacation of three or more weeks with pay may take such vacation in two periods if they so desire, each portion of which must consist of one or more full weeks (i. e., no split weeks).

2. The length of the entire vacation will be no greater than the length of vacation the employee is entitled to at the time the first portion of the vacation is taken.

EXAMPLE: An employee will complete twenty years continuous service on May 25th. If he starts the first portion of his vacation prior to May 25th, he will only be entitled to three weeks vacation that year. If, on the other hand he starts the first portion of his vacation after May 25th (and otherwise qualifies) he will be entitled to four weeks vacation that year.

3. Section 6 of the 1949 Vacation Agreement, amended, provides in part:

Article 38 (Cont'd)

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

In applying the principles set forth in Section 6, consideration will first be given to only one period of the split vacation in assigning vacations. An employe requesting a split vacation will designate which period he desires considered in accordance with the above. After all employes have been assigned one vacation period in accordance with the above quoted principle, the remaining split vacations will be assigned to available unassigned periods with due regard to employe in his seniority order consistent with requirements of the service.

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, men with regular assigned rest and/or layover days will actually take their vacation commencing with the work day 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 7 (a) of the 1949 Vacation Agreement, as amended, 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 two periods and he is paid therefor on the basis of minimum basic days in accordance with the 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.

Article 38 (Cont'd)

MODIFIED

7. The Carrier will assume no additional expense in granting split vacations as a result of this agreement. No return deadhead from the first portion will be paid for nor will the going deadhead for the last portion be paid for on a split vacation.

Paragraph 8 superseded and
Paragraph 9 re-numbered

8. This Agreement may be cancelled at the end of any year by proper request either by the Carrier or the Organization signatory hereto filed thirty days prior to January 1 of the following year.