

NON-OPERATING NATIONAL-HOLIDAY PROVISIONS

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate agreement shall govern.

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Eve (the day before Christmas Day is observed)
Christmas Day
New Year's Eve (the day before New Year's Day is observed)

(Article II - Holidays, Section 1(a), and 2(a), 10-7-71 Agreement, as revised by 3-12-75 and 12-11-81 Agreements.)

Section 1

- (a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.
- (b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.
- (c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holiday or pay in lieu thereof provided for in paragraph (b) above, provided (1) compensation for service paid him by the Carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, noncompliance with a union shop agreement, or disapproval of application for employment.
- (d) The provisions of this Section and Section 3 hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede more favorable rules and practices existing on certain carriers under which other than regularly assigned employees are being granted paid holidays.

NOTE:

This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays.

(Article III - Holidays, Section 1, 9-2-69 Agreement)

Section 2

- (a) Monthly rates, the hourly rates of which are predicated upon 169 $\frac{1}{3}$ hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12), and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

Weekly rates that do not include holiday compensation shall receive a corresponding adjustment.

- (b) All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12), and this sum shall be divided by 12 in order, to establish a new monthly rate. The sum of presently existing hours per annum plus 28, divided by 12, will establish a new hourly factor and overtime rates will be computed accordingly.

Weekly rates not included in Section 2(a) shall receive a corresponding adjustment.

(Article II - Holidays, Section 2(a) and 2(b), 8-21-54 Agreement)

Effective January 1, 1973, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12), and this sum shall be divided by 12 in order to establish a new monthly rate. Weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2, of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly.

(Article II - Holidays, Section 2(d), 10-7-71 Agreement)

Effective January 1, 1972, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours pay to their annual compensation (the rate multiplied by 12), and this sum shall be divided by 12 in order to establish a new monthly rate. That portion of such 8 pro rata hours pay which derives from the cost-of-living allowance will not become part of basic rates of pay except as provided in Article II, Section 1(d), of the Agreement of January 29, 1975. The sum of presently existing hours per annum plus 8, divided by 12, will establish a new hourly factor for purposes of applying cents-per hour adjustments in such monthly rates of pay and computing overtime rates.

A corresponding adjustment shall be made in weekly rates and hourly factors derived therefrom.

The hourly factor as shown in Section 2(a) above was a result of the addition of the birthday holiday (later Good Friday), increased effective January 1, 1965 to 174 $\frac{2}{3}$; as a result of the addition of Veterans Day as a holiday effective January 1, 1973, increased to 175 $\frac{1}{3}$; and as a result of the addition of Christmas Eve (the day before Christmas is observed) as a holiday effective January 1, 1976, increased to 176 hours.

(Article II, Section 2, 10-7-71 Agreement, and Article III, 3-12-75 Agreement)

Section 3

A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the Carrier is credited to the workdays immediately preceding and following such holiday or if employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

- I. Compensation for service paid by the Carrier is credited; or
- ii. Such employee is available for service.

Note: "Available" as used in subsection (ii) above is interpreted by the parties to mean that an employee is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

For the purpose of Section 1, an other than regularly assigned employee who is relieving a regularly assigned employee on the same assignment on both the workday preceding and the workday following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the workdays preceding and following the holiday as apply to the employee whom he is relieving.

Compensation paid under sick leave rules or practices will not be considered as compensation for purposes of this rule.

(Article II - Holidays, Section 2, 9-2-69 Agreement)

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day," as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.

An employee who does not qualify for the holiday pay for both Christmas Eve and Christmas Day may qualify for holiday for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

(Article III, 3-12-75 Agreement, and Section 4, 1-1-76 Implementing Agreement)

The holiday qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - Day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

(Article IV(b) - Holidays, 12-11-81 Agreement)

In addition to their established monthly compensation, employees performing service on the Day after Thanksgiving Day on a monthly rated position (the rate of which is predicated on an all-service performed basis) shall receive eight hours pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater.

(Article IV(c) - Holidays, 12-11-81 Agreement)

A monthly rated employee occupying a 5-day assignment on a position with Friday as an assigned rest day also shall receive eight hours pay at the equivalent straight time rate for the Day after Thanksgiving Day, provided compensation paid such employee by the Carrier is credited to the workdays immediately preceding Thanksgiving Day and immediately following the Day after Thanksgiving Day.

(Article IV(d) - Holidays, 12-11-81 Agreement)

Except as specifically provided in paragraph c above, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to the Day after Thanksgiving Day and New Year's Eve (the day before New Year's Day is observed) in the same manner as to other holidays listed or referred to therein.

(Article IV(c) - Holidays, 12-11-81 Agreement)

Section 4

Provisions in existing agreements with respect to holidays in excess of the eleven holidays referred to in Section 1 hereof shall continue to be applied without change.

(Article II, Section 1(b), 10-7-71 Agreement)

Section 5

- (a) Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday, Veterans Day and to Christmas Eve (the day before Christmas is observed) in the same manner as to other holidays listed or referred to therein.

(Article II, Section 2(b), 10-7-71 Agreement, as revised by 3-12-75 Agreement)

- (b) All rules, regulations or practices which provide that when a regularly assigned employee has no assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are hereby eliminated.

(Article II, Section I(c), 10-7-71 Agreement)

- (c) Under no circumstance will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a workday, a rest day, and/or a vacation day.

Note: This provision does not supersede provisions of the individual collective agreements that require payment of double time for holidays under specified conditions.

(Article II, Section I(c), 10-7-71 Agreement)

- (d) Except as provided in this Section 5, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby.

(Article II, Section I(c), 10-7-71 Agreement)

Section 6

Article II, Section 6, of the Agreement of August 21, 1954, which was added by the Agreement of November 20, 1964, covering the birthday holiday, is eliminated. However, the adjustment in monthly rates of monthly rated employees which was made effective January 1, 1965, pursuant to Article II of the Agreement of November 20, 1964, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in affect. Effective January 1, 1972, weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2, of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly. This adjustment will not

apply to any weekly rates of pay which may have been earlier adjusted to include pay for the birthday holiday.

(Article II, Section I(d), 10-7-71 Agreement)

Section 7

When any of the eleven recognized holidays enumerated in Section 1, or any day which by agreement or by law or proclamation of the State or Nation has been substituted or is observed in place of any of such holidays, falls during an hourly or daily rated employees vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

(Article II, Sections I(e) and 2(c), 10-7-71 Agreement, as revised by 3-12-75 Agreement)