

HOURS OF SERVICE & OVERTIME

A. The Workday and Workweek

1. The work week begins at 0000 hours Sunday and ends at 2359 hours on Saturday.
2. A normal workday for Instructors will be 8 hours of scheduled assignments, exclusive of no less than a ½ hour lunch break.
3. A normal workday for a Specialist, Developer will consist of 8 consecutive hours per day up to a maximum of 10 consecutive hours per day, exclusive of a ½ hour lunch break, and will not exceed forty (40) hours in a work week, except with the concurrence of the employee.
4. When an employee's workday includes travel for off-site training or temporary assignment, the employee will be scheduled for no more than 13 ½ consecutive hours without the concurrence of the employee.
5. Regularly Scheduled Days Off (RDOs)
 - a. Instructors will not be scheduled for less than 10 days off within a bid month without the concurrence of the employee. Instructors who are given 10 days off per bid month are expected to work recognized holidays except Christmas Day, which will be an additional day off. If a training location operates only 5 days per week, Instructors will be scheduled to have 2 consecutive days off per week.
 - i. Super Days Off (SDO). During monthly schedule preferencing RDOs can be assigned to any block vacation award (5 consecutive days or more) (Article 5 (A)(3)). In addition, RDOs may be requested prior to and/or following a vacation period up to and including the full allocation of monthly RDOs. SDOs shall be honored, per Article 5(A)(3)(d) and before the RDO requests of FTIs that do not have block vacation.
 - ii. SDO requests must touch a block vacation (5 consecutive days or more) and can be awarded on either or both sides of the block vacation. If an FTI has multiple separate vacation awards in one month, the FTI can be awarded multiple SDOs up to three blocks, as long as they touch either side of the individual block vacation periods. This includes block vacations in the adjacent month(s).
 - iii. SDO and RDOs may be requested up to and including the full allocation of monthly FTI RDOs.
 - iv. SDO requests shall be honored per Article (5)(3)(d), in fleet seniority order and before the FTI RDO requests.
 - v. During SDO and RDO bidding, an FTI may be awarded up 2 blocks of RDOs, or up to 3 blocks of SDOs, or if only one block of SDOs is awarded, may also be awarded one block of RDOs in addition to the single SDO block. (e.g.: RDO1 or RDO1.2 or SDO1.2.3 or SDO 1.2 or SDO1 or SDO1. RDO1 are all available options)
 - b. Specialists, Developers will normally be scheduled to have Saturday and Sunday off. Specialists, Developers, and Multimedia Designers will observe recognized holidays.

B. Monthly Scheduling

1. The Company will designate 12 approximately equal bid months per calendar year.
2. Employees will receive at least 12 hours free of all duty between normal work days. The employee may waive this limit.
3. Employees will not be scheduled to work more than 6 consecutive days without the concurrence of the employee. unless waived during bidding. An FTI that is not able to participate in PBS that submits a day off request to their fleet planner that subsequently requires more than six consecutive days of work will be considered as a waiver.
4. When necessary, Fleet Technical Instructors will be given a reasonable amount of time to transition between training classes.
5. When necessary, Emergency Procedures Instructors will be given a reasonable amount of time prior to training assignments for preparation purposes.
6. The Fleet Technical Instructor schedule shall be published electronically. Instructors may submit requests for days off no later than 2359 local time of the Denver FTC (Flight Training Center) on the 5th of the prior month. The Instructor schedule shall be published no later than 2359 local time on the 19th of each month.
 - a. The Company shall honor all 10 FTI RDO requests and work assignments in a fair and equitable manner, with due consideration of seniority and the needs of the service. to the maximum extent possible for all 10 RDOs.
 - i. A qualified FTI shall be included in Monthly Schedule Preferencing in the fleet they will be in, on the first day of the Bid Period being preferred.
 - ii. If an FTI has availability known by the seventeenth (17th) two Bid Periods prior to the month being bid, they may participate in SDO/RDO bidding. Example: If by January 17th the FTI has known availability for the March Bid Period they may participate in March SDO/RDO bidding.
 - iii. If an FTI has availability that becomes known after the seventeenth (17th) two Bid Periods prior to the month being bid but before the second data import, the Company will construct days off considering the FTI's requested days off awarding them prior to close of second data import and they may participate in the Bid Group award.
 - iv. If their availability becomes known after the second feasibility run, the Company shall manually construct an FTI schedule with consideration to requested days off for the FTI. Any assignment removed from another FTI's award for the purpose of a manual build, shall be replaced by a 'no flex reserve'.
 - v. SDO/RDO bidding shall open no later than 0001 local time of the Denver FTC (Flight Training Center) on the 22nd and shall close at 1600 local time of the Denver FTC (Flight Training Center) on the 26th of the month two months prior (e.g., 22nd Jan – 26th Jan for March Bid Period).
 - vi. Bid Groups bidding shall open no later than 0001 local time of the Denver FTC (Flight Training Center)

on the 1st and shall close at 1600 local time of the Denver FTC (Flight Training Center) on the 7th of the month prior (e.g., 1st Feb – 7th Feb for March Bid Period). Bid Groups must be open for a minimum 48 hours after completion of the second data import.

vii. A non-qualified FTI must submit a day off request to their fleet planner no later than 2359 local time of the Denver FTC (Flight Training Center) on the seventeenth (17th) two Bid Periods prior to Bid Period (e.g., Jan 17th for March Bid Period). A non-qualified, first time FTI will be scheduled two blocks of requested days off. The remaining requested days shall be accommodated to maximum extent possible. FTI's changing fleets will be allowed all 10 RDOs/SDO's as requested.

viii. An FTI included in Monthly Schedule Preferencing who fails to enter a monthly preference shall be awarded a schedule based on the FTI's standing bid or, if no standing bid is entered, then based on the default bid.

ix. Without JFTISC (Joint FTI Scheduling Committee) concurrence, the Company shall not use the I/E PBS scheduling system (i.e., the "drag and drop" interface) to manually alter the final I/E PBS solution.

x. Work assignments that are awarded in the training award in IEBID that are no longer scheduled will be assigned pursuant to the provisions set forth below. Notwithstanding anything to the contrary, any correction will be made by publication of the schedules by no later than 23:59 local time of the Denver FTC (Flight Training Center) on the 19th of the month prior.

A. When an assignment is cancelled, the Instructor may be given another assignment which occurs during the original assignment window (starting and ending times), required to report to the Training Center without a specific assignment during the original assignment window, or placed on reserve during the original assignment window.

B. Notwithstanding Paragraph 4.B.6.a.x.A above, up to four (4) times a bid month, the original assignment window may be moved once. The assignment window may be moved no more than plus or minus four hours and fifteen minutes (4:15) from the original start time. Any assignment made outside these windows may be made with Instructor concurrence.

C. The Instructor's schedule shall reflect the reserve assignment window.

D. Notwithstanding anything herein to the contrary, the FTI's assignment(s) shall not be cancelled for purposes of moving the FTI's assignment window. An FTI's assignment window shall only be adjusted during the day of the cancelled assignment. Prior to publication, the JFTISC shall meet to review any and all changes to the IE Bid award.

b. The Company will award RDO requests for EPIs based on Bid seniority and the needs of the service for all 10 RDOs.

7. Instructors may request to move RDOs within a month.

8. Employees will not be assigned to work, travel or OMC on Christmas Day without the concurrence of the employee.

9. EPI RDO Scheduling

a. Will be based on bid seniority and needs of the operation.

b. Will be given preference before Flight Attendant or any other work group assigned Emergency Procedures Training.

c. Will be given preference, based on the needs of the operation, for two days prior and two days after an awarded block vacation (minimum of five consecutive days) for each instructor who has been awarded block vacation in that month.

d. Will be given preference, based on the needs of the service, for one day before and one day after one DAT day per month per instructor who has been awarded DAT in that monthly.

e. FTC Based Emergency Procedures Instructors may submit requests for days off no later than 2359 local time of the Denver FTC (Flight Training Center) on the 15th of the month two Bid Periods prior to the Bid Period. Example: January 15th for the March Bid Period.

f. EPI RDO's shall be awarded and published prior to the SDO/RDO 'Request Period' for the FTI's. Training assignments shall be published no later than 2359 local time of the Denver FTC (Flight Training Center) on the 20th two Bid Periods prior the Bid Period. Example: January 20th for the March Bid Period.

10. Monthly Schedule Award Timeline

a. FTI Super Days Off (SDO) (as defined under Article 4(A)(5)(a)(i-v)) and RDO awards shall be published no later than 2359 local time of the Denver FTC (Flight Training Center) on the 30th (in the month of February, shall be published no later than the last day of the month) two Bid Periods prior to the Bid Period. Example: January 30th for the March Bid Period.

b. Bid Group award shall be published no later than 2359 local time of the Denver FTC (Flight Training Center) on the eleventh (11th) of the month prior to the Bid Period. Example: The Bid Group award shall be published no later than February 11th 2359 of the Denver FTC (Flight Training Center) local time for the March Bid Period.

c. In the event of a catastrophic failure, a rerun or restart shall be initiated and the JFTISC shall determine the need for extending the publishing deadlines.

d. Modification to the timeline, including reruns, may be made by agreement of the JFTISC.

11. Errors made in Monthly Schedule Award

a. Errors shall be handled according to the following process all times based on the local time:

i. An FTI must file SDO/RDO dispute between 0001 local time of the Denver FTC (Flight Training Center) the day after publishing of the SDO/RDO awards and 1600 local time of the Denver FTC (Flight Training Center) on the third (3rd) day after SDO/RDO awards.

ii. An FTI must file a Bid Group dispute between 0001 local time of the Denver FTC (Flight Training Center) the day after the publishing of the Bid Group awards and 1600 local time of the Denver FTC (Flight Training Center) on the fifth (5th) day after Bid Group awards.

b. Filing a dispute does not affect a FTI's ability to grieve.

c. The four (4) members of the JFTISC, or their designees, shall review all filed disputes as the Dispute Resolution Committee (DRC). The JFTISC shall have access to any systems tools that are necessary to validate each dispute. For all valid schedule errors, the DRC shall have full discretion to determine the appropriate remedy to make the FTI whole and shall have access to any systems tools that are necessary to determine the appropriate remedy, if any. Remedies shall relate directly to the error that occurred and only to the directly affected FTI, and shall not include removing SDO, FTI RDO or assignments from the schedules of other FTIs.

i. The remedy for an FTI assignment that is illegal based on the scheduling error shall be that the FTI will be awarded a PW-no work.

ii. The remedy for an FTI assignment that does not result in an illegality shall be that the Company will place the FTI on reserve no flex or a remedy by agreement with the JFTISC.

d. An FTI that files a dispute will receive a response from the DRC no later than:

i. 48 hours after the close of the SDO and RDO dispute window.

ii. Four days after the Bid Group dispute window closes.

12. Scheduling Technology

a. The Company shall continue to use the current product for the PBS application, unless mutually agreed otherwise. If the Company desires a different product or vendor, IAM shall not unreasonably withhold its consent, and shall only withhold its consent for issues directly related to the capabilities or design of the new system under consideration; specifically, IAM shall not withhold its consent for unrelated issues.

b. The Company shall not make any changes to the PBS awarding logic or bidding interface unless mutually agreed upon.

c. Scheduling planners may not delete initiated plans. When necessary, the planner must start a new named plan.

d. Studio optimizer solutions cannot be modified after environment setup without mutual agreement from the JFTISC and Company outside of DRC process.

13. Impact of I/E PBS on Schedule Modifications During Optimizer Run

a. (Trade embargo) Commencing at 0001 local time of the Denver FTC (Flight Training Center) on the 4th of each Bid Period, any schedule modification request that alters the 23rd through the end of the current Bid Period shall be delayed until the results of Bid Group Award for the next Bid Period are available. For example, commencing at 0001 local time of the Denver FTC (Flight Training Center) on April 5th, processing for any schedule modification requests for training events that occur on or after April 23rd through the end of the April Bid Period will be delayed until the May Bid Period Bid Group Award is completed.

b. Vacation award changes must be completed by 2359 local time of the Denver FTC (Flight Training Center) of the 10th two bid periods before bid period that vacation begins.

14. There will be no implied waiver of Article 4(B)(3) until Bid Group award is completed.

15. Completion Mode

a. The procedures for completing a schedule where all of a FTI's bid groups have failed (also known as Completion mode) will utilize the process outlined in the IEBID User Manual (in effect at the time of such bid group failure) unless otherwise modified by this Agreement.

16. Shell Construction Restrictions

a. Shell construction will be uploaded prior to the Crew Request process.

b. All pre-blocked activity (e.g., J42/PW/OMC) will be uploaded prior to the Crew Request process.

c. Except for JFTISC approved pre-assigned events, all known training events must be eligible to be awarded in the IEBID process.

17. To the extent doing so would not be in conflict with the work rules contained in this Article 4, it is agreed that every effort will be made to schedule an FTI with a class or crew for continuity during each phase of training. Any changes to initial PBS programming regarding continuity shall be established only through mutual agreement between the Company, JFTISC.

18. Any changes to the initial PBS programming shall be established only through mutual agreement between the Company, and the IAM.

C. Daily Scheduling – Instructors

1. Reserve

a. Instructors may be assigned to reserve days and are expected to be available for an assignment in a timely manner. An Instructor who is unavailable on a reserve day, or fails to respond to a call from Scheduling within a reasonable amount of time, will receive an unauthorized absence and will not receive pay for the reserve day.

b. An Instructor on reserve must provide and maintain current contact numbers with Scheduling.

c. Before an assignment is considered final, the Instructor must acknowledge the assignment.

d. Instructors are released from reserve at 12 hours prior to the next day's assignment, at 1700 local time, or when authorized by Scheduling, whichever is earlier.

e. Equally qualified Instructors on reserve shall be given assignments in the following order:

i. The Instructor with an unused reserve day the day before the open assignment, then;

ii. The Instructor whose previous assignment terminated first. For the purposes of this subparagraph only, an Instructor RDO shall be considered to be an assignment that terminated at 2359.

2. If an Instructor is requested on an unscheduled basis to work past midnight into an RDO, the Instructor will not be scheduled to begin work following RDOs prior to 0600 local time without the concurrence of the Instructor.

3. Instructors may request to trade assignments and, if approved by management, such trades will be coordinated through Scheduling and the Specialist.

4. Schedule Changes

a. Scheduling shall contact Instructors as far in advance as possible for assignment changes.

b. When an assignment is cancelled, the Instructor may be given another assignment which occurs during the original assignment window (starting and ending times), required to report to the Training Center without a specific assignment during the original assignment window, or placed on reserve during the original assignment window.

c. Notwithstanding Paragraph C.4.b above, up to four (4) times a bid month, the original assignment window may be moved once. The assignment window may be moved no more than plus or minus four hours and fifteen minutes (4:15) from the original start time. Any assignment made outside these windows may be made with Instructor concurrence.

d. The Instructor's schedule shall reflect the reserve assignment window.

e. Before any schedule change is considered final, the Instructor must acknowledge the change. If a change is observed in the schedule, confirmation is still required. After duty hours, response to a change may be made by voice mail or email to Training Center scheduling.

D. Line Observations

1. FTI's & FTS's will, as determined by management, and as part of their normal schedule, be scheduled for two line observations per Article 11, paragraph B.1.

2. EPI's & EPS's may request line observations, and may be assigned as approved by management.

E. Authorized Unpaid Time Off (AUTO)

1. AUTO may be awarded based upon operational activity and staffing. AUTO may be available in

advance on a daily or extended basis.

2. AUTO may be requested up to 30 days in advance and will be awarded in Bid Seniority order by work area and classification. AUTO requests within 7 days will be awarded on a first come, first served basis.

3. AUTO may be granted in increments up to 31 days. Advance and day-of AUTO will be awarded 1) after known and awarded DAT requests are granted, and then 2) after Floating Holiday requests are granted.

F. Overtime

1. Basic Rules

a. Overtime is any time the Company requests an employee to work on a regular day off or for time worked before or after the employee's normal workday. Overtime will be determined at Management's discretion based upon operational needs. Employees may not work overtime without prior Company approval except when not doing so would negatively impact a training class or operations.

b. Overtime will be computed and paid for actual time worked. There will be no compounding or pyramiding of overtime or premium rates provided for in this Agreement and no employee will receive more than double the straight time rate for any hours worked.

c. Assignment Continuation Due to the dynamic nature of training, an employee may be required to work beyond the normal workday limits to complete any required classroom training and/or associated duties for the day. In order to complete their assigned work, an employee may be required to remain beyond the normal workday limit. When this assignment continuation occurs, a full-time employee required to remain for 30 minutes or longer will receive no less than 1 hour's pay at the applicable rate, even if the employee is released from the work before the hour ends, or actual time worked beyond 1 hour.

d. Where any of these overtime provisions differ from federal, state or local law, the practices will be altered in that location to comply with the law.

2. Compensation for Working Overtime

a. Overtime rate of time and 1/2 will be paid:

i. For the first 4 hours of scheduled work in excess of 8 hours in any regular workday, or the first 2 hours in excess of 10 hours for employees assigned to 10 hour workdays.

ii. For the first 8 hours worked on the first regular day off in the employee's work week, or for the first 10 hours worked on the first regular day off in the employee's work week for employees assigned to 10 hour workdays.

b. Overtime rate of double time will be paid:

i. For hours worked in excess of the first 8 hours worked on a regular day off, or in excess of the first 10 hours worked on a regular day off for employees assigned to 10 hour workdays.

ii. For all time worked on the second regularly scheduled day off and if a minimum of 4 hours is worked on the first regularly scheduled day off.

iii. For time worked in excess of 12 hours in any 24 hour period except when an employee, after bidding, voluntarily changes their schedule.

c. For purposes of computing overtime compensation, the 24 period begins with the starting time of the employee's assigned workday.

3. Overtime Equalization

a. Overtime opportunities shall be distributed as equally as practical among those available qualified employees to provide the first opportunity to the employee with the least number of overtime hours and the last opportunity to the employee with the highest number of overtime hours.

i. Overtime hours worked or declined by an employee will be recorded as straight time hours offered. If 2 or more employees' overtime balances are equal, Bid Seniority will govern.

ii. No charge will be made to an employee's overtime balance if the Company cancels the overtime opportunity.

iii. Overtime balances shall be posted electronically. The initial establishment of the overtime equalization list in a classification at a location will be accomplished by prioritizing employees in descending Bid Seniority order with 0 hours assigned to each. Balances will be zeroed quarterly and employees on the list will be reprioritized in descending Bid Seniority order.

iv. When a non-probationary employee is placed on a different overtime list, the individual will initially be charged with the average hours of the employees on the list.

v. Probationary employees will be offered overtime only after all other qualified non-probationary employees on the overtime list have been considered. After the completion of probation, an employee will be placed on the overtime list and be charged with the average hours of employees on that list, plus the overtime hours actually worked or declined during the employee's probationary period.

b. Overtime anticipated to be 4 hours or less which is in advance of or following a normal work day will be offered to those employees working on that day.

c. Overtime anticipated to be 4 hours or less and not continuous with a normal work day, or more than 4 hours, will be offered to those employees on an RDO, with the minimum overtime pay being 4 hours.

4. When all available employees in the work classification have been offered and declined overtime, overtime may be offered to other qualified employees covered by this Agreement.

5. Employees will not be required to work overtime against their wishes, except in operational emergencies when sufficient voluntary overtime cannot be secured to maintain training schedule integrity or project deadlines.

6. No employee will be offered overtime which would require them to work in excess of 16 hours in any consecutive 24 hour period.

7. An employee, at the time of the offer, may at their option elect to accrue compensatory time, up to a maximum of 24 hours, instead of overtime time pay. The maximum accrual of compensatory time may be increased with management approval.

G. Scheduling Committee

1. Joint FTI Schedule Committee (JFTISC)

a. The Joint FTI Schedule Committee (JFTISC) shall be a four (4) member committee to address scheduling of FTIs. The JFTISC shall consist of two Company members and two IAM members.

b. The IAM JFTISC shall consist of 2 FTI's and 2 FTS's as rotating members. The members of the JFTISC shall alternate each month, and there shall be 1 FTI and 1 FTS at all times. Members of the JFTISC shall be responsible for the monthly processes outlined in this contract including but not limited to, validating settings, DRC management, training and education, and communications. The IAM representative(s) shall be responsible for reviewing long-term changes as indicated in Article 4 (B)(12) and Article 4 (B)(18) and shall be the primary point of

contact for any issues raised by FTI/FTS members of the JFTISC.

- c. IAM and company shall mutually agree on staffing for JFTISC members.
 - d. Members of the JFTISC, may observe, review, and provide input during schedule SDO/RDO and Bid Group awarding.
 - e. The Company shall provide the JFTISC with requested information and provide test runs to address issues such as misawards.
 - f. The Company shall provide PBS Planner Interface Training for members of the JFTISC.
2. A monthly JFTISC meeting will occur on Project Days for IAM members. Additionally, for the first 6 production bid periods of the new bidding system the Company will place 2 PMEs on PW for the Bid Period and may be extended by mutual agreement.
 3. Each month, the Company shall schedule the JFTISC meetings to coincide as closely as possible with the anticipated dates of the monthly bidding. Additional meetings if requested by the Company will occur on Project Days, otherwise meetings may be held by mutual agreement and will not be held on Project Days.
 4. The Company shall make every effort to provide all information pertinent to the allocation, assignment, and scheduling of training to the JFTISC on a timely basis.
 5. The JFTISC selects FTIs for KIOSK staffing. The parties will review the need for KIOSK staff as part of the monthly meeting. For the first 6 production bid periods of the new bidding system the Company shall fund the KIOSK for every day bidding is open. The staffing of the KIOSK can be extended by mutual agreement.
 6. The Company shall set the I/E PBS Scheduling System programming/parameters to ensure global feasibility. Each month the JFTISC shall meet to review and make recommendations regarding I/E PBS Scheduling System programming including period 1/5, EDT, SST/VSR, RSV limits, event block length construction, bid run window, greater depth for highest solution, sub-plan validations, dispute resolutions, and I/E Bid Improvements.

5. VACATION & HOLIDAYS

A. Vacation

1. The calendar year in which vacation is accrued is "the Accrual Year." The calendar year in which vacation is scheduled and taken is "the vacation Usage Year." Employee's (excluding new hire probationary employees), vacation will be scheduled for and taken during the vacation Usage Year beginning January 1 following the Accrual Year in which the vacation was accrued. New hire probationary employees as of January 1 of the vacation Usage Year become eligible to use accrued vacation when they complete probation.

2. Accrual of Vacation Employees will accrue vacation as follows:

a. A full-time employee in active paid service (including any Authorized Unpaid Time Off (AUTO)) will accrue vacation during the Accrual Year based on the employee's completed years of vacation seniority (as reflected by the Vacation Seniority Date) as of December 31 of the Accrual Year, as follows:

Completed Years of Service	Vacation Weeks/Hours
Less than 1 year	Up to 1 week/40 hours (prorated)
1 to 3 years	2weeks/80 hours regular
4 to 8 years	3 weeks/120 hours regular
9 to 15 years	4 weeks/160 hours regular
16 to 23 years	5 weeks/200 hours regular
24 or more years	6 weeks/240 hours regular

b. Employees hired on or before the fifteenth (15th) day of the month will accrue vacation for that month. Employees hired after the fifteenth (15th) day of the month will begin to accrue vacation beginning with the first day of the month following the month of hire.

3. Block Vacation Bidding and Usage

a. Block vacation weeks available for bid for the following year will be scheduled for a minimum of 5 consecutive days Sunday through Saturday. The Company will determine the number of employees who may be on vacation during any given week based upon local operational staffing requirements.

i. An FTI that has accrued less than one week (< 5 days) of vacation will be able to apply SDOs to their vacation days if all days available are consecutive.

ii. An FTI that has a block vacation overlapping a holiday may apply SDO's to either side of that block vacation.

b. The Company will consult with the Union at least thirty (30) days in advance of the vacation scheduling period but in no event later than October 1st, to discuss the method of scheduling vacations, including Day-at-a-Time (DAT) vacation, for the upcoming vacation year. If the discussion is not completed by October 15, it may be escalated to the level of AGC, the Department Manager and HR at that station, and if not resolved within 10 days, the issue will be escalated to the PDGC of the IAM and the Director of labor Relations.

c. Employees will bid their block vacation within the classification and specific fleet and/or department employed in accordance with Vacation Seniority.

d. Employees shall be permitted to move their regular days off or their block vacation period in the work week in which their block vacation begins to allow their regular days off and block vacation period to be adjacent.

i. Five (5) consecutive DATs or more will be considered as a block vacation for bidding purposes.

ii. Individual DAT(s), which may be attached to a block vacation, will be considered as part of the vacation block for the purpose of SDO bidding.

e. If a holiday falls within the vacation period for a Specialist/FTISD, the holiday is counted as such and the vacation day will be re-allocated for use as DAT.

f. Members of the military reserve who will attend a 2 week training assignment during the following year may, at the employee's option, reschedule 1 or 2 weeks of accrued vacation to be taken during the employee's military leave.

g. The Company will provide block vacation bid forms or electronic access for employees to indicate their preferences for block weeks. Confirmation of receipt will be provided to employees submitting pre-bids.

h. Employees will retain and carry with them their accrued block vacation if they transfer to another fleet or

department in the same classification during the Vacation Usage Year. Based upon the needs of the service, the Company may honor vacation block weeks already awarded to transferring employees unless mutually satisfactory alternate arrangements are made.

4. Day-At-a-Time (DAT) Bidding, Eligibility, and Usage

- a. Employees eligible for vacation may designate all of their vacation as block vacation, up to 2 weeks as DAT vacation, or a combination of block and DAT.
- b. Consistent with operational manpower requirements, additional flexibility in the scheduling of DAT vacation may be implemented on a local basis by agreement between the Union and the Company. Any such local arrangements will not prejudice the system application of the DAT program and will be deemed to expire each vacation year unless renewed on a local basis by agreement between the Union and the Company.
- c. Employees will bid DAT vacation following the block bidding process and following the establishment of the training schedule for the Vacation Usage year.
- d. Following the vacation bid, DAT's will awarded first come, first served based on operational availability as determined by the Company.
- e. Employees will provide as much advance notice as possible when requesting DAT, Company approval is required for the award of DAT within 8 hours prior to the start of the shift. On non-teaching days DAT's may requested up to 4 hours after an employees scheduled shift start time, subject to management approval.
- f. Half-day DATs will not be awarded during the initial vacation bidding process, but unbid DAT coverage that remains available effective January 1 will be available for use as half-day DATs.

5. Use of Vacation, and Status of Vacation at Separation

- a. Except as otherwise required by law, vacation must be taken during the calendar year (the Vacation Usage Year) following the year in which the vacation was earned (the Accrual Year). If an employee is unable to use all of their vacation in the vacation usage year, any unused vacation will be paid out as a separate payroll advice no later than the first regular payroll advice date in February of the following year.
- b. If an employee works at the Company's request on the employee's scheduled vacation day, the employee will have the option of either (a) rescheduling the vacation day, or (b) receiving a payout of the vacation at the end of the Vacation Usage Year.
- c. An employee who leaves the Company either voluntarily or involuntarily will receive full payment for unused vacation credited from the previous year and, if required by law, vacation accrued in the year of separation through date of separation. In the event of retirement, resignation with proper notice, permanent disability, or death, the employee or the employee's estate will receive full payment for unused vacation credited from the previous year and all vacation accrued in the year of separation through date of separation. Except as otherwise required by law, an employee who has not completed 6 months of Company service is not eligible for pay for accrued vacation upon separation.

B. Holidays

1. Observed Holidays

- a. The recognized holidays for Specialist and FTISD's are in addition to regular days off, and are as follows:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

- b. The recognized holiday for FTI's and EPI's is as follows:

- Christmas Day

2. Floating Holiday. In addition, Specialist, and FTISD employees (excluding new hire probationary employees) are eligible for one (1) Floating Holiday each calendar year. The Floating Holiday may be requested at the discretion of the employee but is awarded with the approval of local management. Floating Holidays may not be carried over into the following calendar year. Unused Floating Holidays will be paid out as a separate payroll advice no later than the first regular payroll advice date in February of the following year.

3. Specialist, and FTISD employees will observe holidays on the days designated by the Company at that location. If the Company requests a Specialist, or FTISD, employee to work a holiday, the employee may float the holiday during that year or receive time and one half their base rate of pay in addition to the normal holiday pay.