

Tentative Agreement

Article 20 - Vacations

- A. Employees will earn vacation in the current year (Vacation Accrual Year) for use in the subsequent calendar year (Vacation Usage Year).
- B. In the first month of hire, vacation will accrue if the employee is hired on or before the fifteenth (15th) of that month. Probationary employees are not eligible for vacation accrual or usage until completion of probation, at which time accrual will be retroactive to the employee's Date of Hire. New hire employees are not entitled to vacation usage in the year of hire.
- C. Vacation accrual for employees, who are in an active pay status for the majority of days in a calendar month and who qualify under Paragraph B above, is as follows:

When Employees Begin Their	Monthly Accrual Rate for Full-Time Employees	Monthly Accrual Rate for Part-Time Employees	Maximum Annual Weeks
1st year of service	6.6667 hours	4.1667 hours	2 weeks
10th year of service	10.0 hours	6.25 hours	3 weeks
20th year of service	13.3334 hours	8.3334 hours	4 weeks
25th year of service	16.6667 hours	10.4167 hours	5 weeks
<u>29th year of service*</u>	<u>20.0 hours</u>	<u>12.5 hours</u>	<u>6 weeks</u>

* Beginning in Calendar Year 2025.

An employee's monthly vacation accrual rate increases based on the above chart in the anniversary month of an employee's Date of Hire.

~~Note: Legacy American employees who are in their 17th, 18th or 19th year of service as of the effective date of this Agreement shall continue to accrue at a monthly rate of 13.3334 hours if they are a full-time employee and a monthly rate of 8.3334 hours if they are a part-time employee.~~ D. Employees will be eligible to bid the number of weeks according to the chart below when their annual accrual is equal to or exceeds the minimum accrual for the Years of Service level.

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Years of Service	Maximum Number of Weeks Eligible to Bid in Vacation Usage Year	Minimum Full-Time Accrual Needed to Bid Full Weeks	Minimum Part-Time Accrual Needed to Bid Full Weeks
0 – 9 years of service	2 weeks	80 hours	50 hours
10—19 years of service	3 weeks	120 hours	75 hours
20 – 24 years of service	4 weeks	160 hours	100 hours
25 - 28 years of service and above	5 weeks	200 hours	125 hours
<u>29 years of service and above*</u>	<u>6 weeks</u>	<u>240 hours</u>	<u>150 hours</u>

Note: **Except as noted in Paragraph R in relation to a transfer from part-time to full-time, if a full-time employee accrues less than eighty (80) hours in the Vacation Accrual Year, or a part-time employee accrues less than fifty (50) hours, in order to bid one week of vacation, the full-time accrual must be at least forty (40) hours and the part-time accrual must be at least twenty-five (25) hours.**

***Beginning in Calendar Year 2025.**

~~Note: Legacy American employees who are in their 17th, 18th or 19th year of service as of the effective date of this Agreement shall continue to be eligible to bid four (4) weeks of vacation when their annual accrual is equal to or exceeds the minimum accrual of one hundred sixty (160) hours for full-time employees and one hundred (100) hours for part-time employees.~~

- E. Full-time employees are paid for scheduled hours for each day of awarded vacation. Part-time employees are paid five (5) hours for each day of awarded vacation. Vacation pay is computed at the employee's regular rate of pay, excluding shift premiums.
- F. Vacations will be bid separately for full-time and part-time employees. In any classification/duty assignment where the combined full-time and part-time headcount is less than fifty (50) employees, however, vacation for full-time and part-time employees may be bid together. Vacation will be awarded on a Passenger Service Seniority basis. The number of employees from each classification/duty assignment permitted off at any time may be restricted based on the needs of service. Vacation bids may be bid separately by classification and/or duty assignment.
- G. **Prior to vacation bidding, the MD, Workforce Planning or their designee will meet with the Association Director and Co-Chair to discuss the vacation bidding allocations for the following year.**

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- H. Employees will be given no less than two (2) weeks' notice prior to the opening of bidding. Available vacation weeks, with seniority rosters and bid times where applicable, will be posted for bid by active employees as far in advance as practical, or a minimum of seven (7) calendar days prior to the bid. Vacations and holiday vacations shall be bid for and awarded no later than December 15th of a Vacation Accrual Year. Vacations will be posted with all weeks beginning on Mondays and will be bid on a single round basis. Vacations will be bid for a full Vacation Usage Year. After all full weeks of accrued vacation have been bid, a second round of bidding will be conducted for employees to bid their two (2) additional weeks of holiday vacation days.
- I. At reservations locations, employees shall continue to bid electronically. Employees at airport locations who are working at their appointed bidding time will be released for a sufficient amount of time during their bidding time in order to bid with no loss of pay. If unavailable to bid, employees may bid by proxy or by other means established by local management (e.g., electronically or telephonically). At airport locations, employees who bid electronically shall receive an electronic confirmation of receipt of their bid within one (1) hour of its submission, when that functionality is available in the electronic bidding system. At reservations locations, employees who bid electronically shall receive an electronic confirmation of receipt of their bid within twenty-four (24) hours of its submission, when that functionality is available in the electronic bidding system.
- J. A steward on duty or other on duty employee designated by the Association is allowed to be present during the bidding process if not electronic, and is allowed to review the results of the bidding process if electronic.
- K. Employees who are eligible to bid less than three (3) weeks of vacation are required to bid and take a minimum of one (1) week of vacation. Employees who are eligible to bid three (3) or more weeks of vacation are required to bid and take a minimum of two (2) weeks of vacation. Prior to bidding vacation for the following year, employees will be required to designate the number of vacation weeks to be bid in the annual vacation bid.
- L. Employees who fail to bid by proxy or in person (where permitted) will be bypassed. Bypassed employees who report late for bidding will be permitted to select from any remaining open vacation weeks at the time they report for bidding. Bypassed employees who fail to report for bidding during the bid process will be assigned vacation weeks from the remaining open vacation weeks.
- M. Awarded vacation periods will be scheduled consecutive with the employee's regularly scheduled days off. These vacation periods will be assigned before or after the scheduled days off, so that the majority of the vacation days fall during the week that was awarded.
1. In airports, regularly scheduled days off for an open-time employee for an awarded vacation period will be Saturday and Sunday. The Company will adjust an open-time employee's days off, at the employee's request, for the week following the vacation period to be Monday and Tuesday, if the employee was unable to

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successfully bid either Saturday and Sunday off the week prior to the awarded vacation period or Monday and Tuesday off the week following the awarded vacation period.

2. In reservations, relief employees will be assigned the same days off prior to and following their vacation period.
- N. Unused vacation at Vacation Usage Year's end will be paid during the first quarter of the following year at the employee's rate of pay on December 31 of the Vacation Usage Year.
- O. Employees who retire, resign, are terminated or who transfer to employment with the Company outside of Passenger Service, will be paid for any unused vacation in the current Vacation Usage Year and for vacation accrued year-to-date for the next Vacation Usage Year.
- P. Trading of vacation periods between employees is not permitted. At airports and travel centers, canceling a vacation period when not simultaneously awarded another vacation period is not permitted. In reservations, vacations other than the minimum described in Paragraph H above may be canceled provided the Company is given at least seventy-two (72) hours advance notice. The Company is not obligated to make an additional week of vacation available to an employee who elects to cancel a bid week of vacation.
- Q. Employees voluntarily transferring to a different location or different vacation bid area shall be allowed to reschedule their vacation period(s) to available vacation weeks if their previous bid vacation periods are not available. If sufficient vacation weeks are not available, the Company will designate additional vacation weeks sufficient to accommodate the employee's remaining vacation weeks. **Any designated additional vacation weeks will be made available to all employees for bid during a vacation change period. Additional vacation and any existing vacation week(s) vacated that the Company designates as available shall be awarded on a seniority basis.** Employees involuntarily transferring to a different location or different vacation bid group shall have the option of bidding for new vacation periods or maintaining their awarded vacation periods if available.
- R. Vacation accrual remaining after annual vacation is bid can be used as DATs. Employees with vacation to be used as DAT can swap-off their shift to another employee and be paid the scheduled hours of the shift from DAT. Employees may request DAT(s) by submitting a request on the appropriate Company form no sooner than thirty (30) days prior to the requested day off. **DAT will be made available at each location, and** DAT requests will be granted based on the needs of service, in Passenger Service Seniority order, and within the classification, duty assignment and shift.
- S. Part-time employees transferring to full-time positions will:
1. Begin accruing vacation for the next Vacation Usage Year at the full-time rate in the current month if the transfer occurred on or before the fifteenth (15th) of the

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month, or in the next month if the transfer occurred on or after the sixteenth (16th) of the month; provided, with respect to vacation accrued at a part time rate, the remaining scheduled hours will be unpaid, except that the employee may at their election be paid from their available DAT balance.

2. Rebid and take the number of originally-awarded vacation weeks remaining after the effective date of transfer. For the vacation weeks that are rebid, the employee will be paid five (5) hours for each day of awarded vacation. The remaining scheduled hours will be unpaid, except that the employee will have the option to be paid from available DAT balance.

T. Full-time employees transferring to part-time positions will:

1. Begin accruing vacation for the next Vacation Usage Year at the part-time rate in the current month if the transfer occurred on or before the fifteenth (15th) of the month, or in the next month if the transfer occurred on or after the sixteenth (16th) of the month.
2. Rebid and take the number of originally awarded vacation weeks remaining after the effective date of the transfer. For the vacation weeks that are rebid, the employee will be paid five (5) hours for each day of awarded vacation.

U. Part-time employees temporarily upgraded to a full-time position will:

1. Accrue vacation for the next Vacation Usage Year at the full-time rate for all months when the employee was in the temporary upgrade position on or before the sixteenth (16th) of the month.
2. Be permitted to take originally awarded weeks of vacation during the temporary upgrade period and will be paid five (5) hours for each vacation day. The remaining scheduled hours will be unpaid, except that the employee will have the option to be paid from available DAT balance.

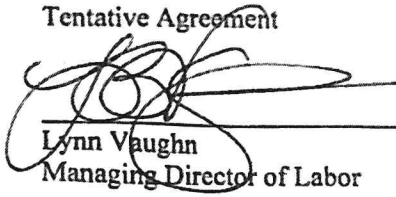
- V. An employee on an authorized leave of absence as defined in Article 17 of this Agreement, or off due to occupational injury on ~~the date an annual vacation bid notice is given~~ October 10 will be permitted to bid vacation provided they give the Company notice of their intent to bid by October 10. Employees who do not bid will be permitted to bid on remaining available weeks of vacation upon their return.

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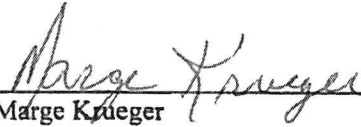
For the Company:

For the Union:

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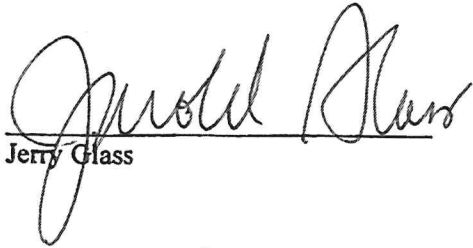
Lynn Vaughn
Managing Director of Labor



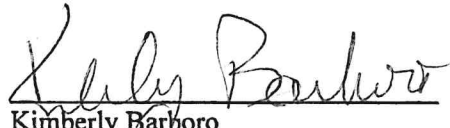
Marge Krueger
Co-Chair, CWA-IBT Association

12/11/23
Date

12/12/23
Date



Jerry Glass



Kimberly Barboro
Co-Chair, CWA-IBT Association

12/11/23
Date

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