

2015 CBA

SECTION 7
VACATION

DEFINITIONS

BPO PILOT

A pilot who is an FPS/TAA, Check Airman, or Instructor Pilot.

A. General

1. A pilot shall receive 6 CH for each day of accrued vacation.
2. A vacation day shall be a 24 hour period corresponding to the local base day. A vacation period is a series of consecutive days posted and awarded as provided in Section 7.C., and rescheduled, if applicable, as provided in Section 7.A.9. or E.
3. A pilot may not be assigned a trip in conflict with the pilot's vacation period.
4. A pilot shall not be permitted to trip trade into, out of, or within the pilot's vacation period.
5. A pilot must have a vacation credit hour bank balance greater than zero to take a vacation period.
6. On the effective date of this Agreement, vacation days previously scheduled or accrued shall be retained.
7. When a pilot's employment with the Company terminates (including retirement), the pilot shall be compensated for all vacation time accrued and not taken. The amount of this vacation compensation shall be based on the pilot's last rate of pay and computed at the rate of 6 CH per day. If a pilot has a negative vacation bank balance, the pilot's final compensation settlement shall be reduced by the pilot's negative vacation bank credit hour balance at the pilot's current pay rate.
8. In the event of a pilot's death, any earned and unused vacation credit shall be paid to the pilot's beneficiary or to the pilot's estate. If a pilot has a negative vacation bank balance, the pilot's estate's final compensation settlement shall be adjusted accordingly.
9. In extenuating circumstances, a pilot may request that the pilot's flight manager approve an immediate, unscheduled vacation.
10. For purposes of this Section, a "year" shall be a calendar year.

11. As provided in Section 4.I.10., Section 14.A.7., Section 25.L.13.d. (Emergency Drop), and Section 25.Z.3. (Bereavement Absence), a pilot may use available hours in the pilot's vacation bank to cover annual military training, to preclude or delay going on disability, for personal emergencies, and to add additional days for bereavement absence.

B. Vacation Accrual

1. A pilot shall accrue vacation to be taken in the following calendar year based on the pilot's longevity as a pilot as of December 31 of the current calendar year.
 - a. A pilot with less than 1 year longevity shall accrue 1.5 days per month for the first 10 months in an active pay status during the year.
 - b. A pilot with longevity of at least 1 year, but less than 4 years shall be eligible for 15 days vacation.
 - c. A pilot with longevity of at least 4 years, but less than 5 years, shall be eligible for 15 days vacation plus a pro rata share based on the pilot's longevity and the pro rata formula in Section 7.B.5.
 - d. A pilot with longevity of at least 5 years, but less than 9 years, shall be eligible for 22 days vacation.
 - e. A pilot with longevity of at least 9 years, but less than 10 years, shall be eligible for 22 days vacation plus a pro rata share based on the pilot's longevity and the pro rata formula in Section 7.B.5.
 - f. A pilot with longevity of at least 10 years, but less than 19 years, shall be eligible for 29 days vacation.
 - g. A pilot with longevity of at least 19 years but less than 20 years shall be eligible for 29 days vacation plus a pro rata share based on the pilot's longevity and the pro rata formula in Section 7.B.5.
 - h. A pilot with longevity of 20 years or more shall be eligible for 36 days vacation.
2. If a pilot does not complete 10 months in an active pay status during a calendar year due to retirement, furlough, disability, or unpaid leave(s) of absence (Section 13), other than leave due to on-the-job injury, the pilot shall not be entitled to the full accrual as per Section 7.B.1. That pilot's vacation accrual shall be 1/10th of the full accrual for each calendar month the pilot is in an active pay status. For purposes of this paragraph, a month shall be counted if the pilot is not retired, or on furlough, disability or unpaid leave of absence for more than 15 days during that month.

Example-1: A pilot incurs a disabling event on December 31, 1998. The pilot is on sick leave from January 1, 1999 until March 1, at which time the pilot's sick bank is exhausted. The pilot is then on disability and returns to active service on June 15. The pilot is in active pay status for 9 months (Jan., Feb., and June through December). The pilot's vacation accrual (i.e., to be used in the year 2000), is reduced by 1/10th.

Example-2: A pilot actively flew the line until the pilot's retirement on July 29, 1999. Since the pilot completed 7 months in an active pay status in 1999, the pilot's vacation accrual for the year 2000 is 70% of the pilot's normal full accrual. The pilot will be paid for this vacation after retirement, as part of the pilot's 1999 wages.

3. The month in which a pilot is hired shall count for vacation accrual purposes only if the pilot's hire date is on or before the 15th day of that month.
4. Fractions of an accrued vacation day shall be rounded to the nearest whole day.
5. Vacation days earned on a pro rata basis (as described in Section 7.B.1.c., B.1.e., and B.1.g.) shall be computed at a rate of 0.7 days per month for each month of service, up to 10 months per calendar year, subject to the provisions of Section 7.B.4.

Example:

Hire Date: June 18, 1994

Vacation calendar year 1999 = 15 regular days plus 4 extra days

(6 mos. X 0.7 = 4.2 days rounded to 4 days)

C. Vacation Bidding Procedures

1. Vacation shall not be cumulative and must be taken within the calendar year following the year in which it is earned except for an awarded vacation period which carries from one calendar year into the next, and except as otherwise provided in this Section. Vacation bids shall be awarded on the basis of seniority within each crew position.
2. A pilot's crew position for a vacation bid shall be the crew position the pilot holds at the close of such bid. However, a pilot who has been awarded, but has not yet been activated in, a new crew position as a result of a base closure shall bid vacation in the pilot's new crew position.
3. Vacation shall be bid and awarded as follows:
 - a. Available 7 day vacation slots for the next year shall be distributed concurrent with the bid period package published closest to August 1. The first vacation bid shall open on the date indicated on each vacation bid pack and close at

noon, 14 days later. The first vacation bid awards shall be published 7 days after the first vacation bids have closed.

- b. The second vacation bid shall be distributed concurrent with the first bid period package published after the first vacation bid closes. The second vacation bid shall open on the date indicated on each vacation bid pack and close at noon, 14 days later. The second vacation bid awards shall be published 7 days after the second vacation bids have closed.
- c. The third vacation bid shall be distributed in the first bid period package published after the second vacation bid closes. The third vacation bid shall open on the date indicated on each vacation bid pack and close at noon, 14 days later. The third vacation bid awards shall be published 7 days after the third vacation bids have closed.
- d. The fourth vacation bid shall be distributed in the first bid period package published after the third vacation bid closes. The fourth vacation bid shall open on the date indicated on each vacation bid pack and close at noon, 14 days later. Fourth vacation bid awards shall be published 7 days after the fourth vacation bids have closed.

4. If a pilot fails to submit a bid, or submits an insufficient number of bids, the pilot shall be assigned a vacation period(s) when the fourth vacation bid awards are published.
5. For vacation award purposes, a vacation period that extends into a subsequent vacation slot by 4 or more days shall occupy both slots.
6. A sufficient number of vacation slots shall be available for bid to cover all anticipated vacations in each crew position. Available vacation slots for a month for a crew position shall not be less than 3% of the total annual vacation time to be awarded for that crew position; provided, however, that there must be at least 1 slot available for bid in each crew position each month.

D. Splitting Vacations

A pilot may split the pilot's vacation into as many as 4 separate periods provided each period contains a minimum of 7 days vacation; provided further, however, that a pilot who has accrued fewer than 7 vacation days in the previous calendar year shall take all accrued vacation days as a single period. Once awarded, a period of vacation may not be split.

E. Change, Slide and Expansion of Vacation

1. Vacation Change
 - a. A pilot may exchange the pilot's vacation slot(s) for an open slot(s) in the pilot's crew position or trade the pilot's slot with another pilot in the same crew

position; any other change in a pilot's vacation slot requires the approval of flight management. A pilot who wishes to exchange or trade a vacation slot must accomplish the exchange/trade no later than 30 days prior to the beginning of the affected bid period.

b. Change of Crew Position

- i. A pilot changing crew positions shall retain the pilot's previously awarded or assigned vacation period(s).
- ii. If a pilot is unable to take the pilot's scheduled vacation due to a conflict with initial, transition or upgrade (ITU) training, and the pilot is then activated with more than 120 days remaining until the end of the last bid period in the calendar year, then within 30 days following activation into the pilot's new crew position, the pilot shall select a different vacation period(s). The pilot's selection shall be made from among the following slots in the current year:
 - (a) open slots; or
 - (b) slots currently held by any junior pilot in the new crew position; or
 - (c) slots retained by any junior pilot who is scheduled to activate in that same new crew position within 120 days following the pilot's activation into the pilot's new crew position.
- iii. Notwithstanding Section 7.E.1.b.ii., if fewer than 3 slots are available for selection when the pilot activates, Section 7.E.1.b.iv. shall apply.
- iv. If a pilot is unable to take the pilot's scheduled vacation due to a conflict with ITU training, and the pilot is activated with 120 days or less remaining until the end of the last bid period in the calendar year, the pilot may select a different vacation period as provided in Section 7.E.1.b.ii. above. If no selection is made within 30 days following the pilot's activation, Section 7.E.1.b.v. below, shall apply.
- v. If a pilot's vacation is not rescheduled as provided in Section 7.E.1.b.ii., or E.1.b.iv., the pilot's vacation slot shall be bought back subject to the provisions of Section 7.G.6., or, as an exception to the 40%~~applicable maximum~~ buy back, the pilot may request to have the credit hours of vacation affected by the training in Section 7.E.1.b.ii. paid. Any vacation not bought back shall be a positive adjustment to the pilot's vacation bank for the following year. A vacation change or buy back required in connection with a crew position change shall not be considered a vacation cancellation.
- vi. Selection of a junior pilot's vacation slot shall not impact the junior pilot's vacation award.

- c. A pilot with vacation scheduled in a bid period in which the pilot is in pay only bidding status as a result of sick leave may elect to take the pilot's vacation as scheduled or reschedule that vacation (as provided in Section 7.E.1.b.). For purposes of this paragraph, a pilot's vacation credit hour bank shall be reduced by 6 CH for each day of vacation in the pilot's pay only bid period, and the remainder of the pilot's BLG/RLG shall be charged to the pilot's sick bank. An election to reschedule that vacation shall be made no later than the close of bidding for the bid period in which the vacation is scheduled.

2. Vacation Period Slide

- a. A pilot may enter a vacation slide submission during the Conflict Input Window immediately before the bid period in which a trip(s) affected by the slide (or the vacation period itself, if no trip is affected) is scheduled to begin, as provided in Section 25.E.2. (Conflict Input Window). A pilot may adjust the pilot's vacation period by sliding it up to a maximum of 5 days in either direction. However, the slide shall not reschedule any portion of that vacation into the preceding bid periods of November or December. A vacation period of more than 7 days, that begins in one bid period and ends in the following bid period, may be slid up to a maximum of 5 days in either direction.

Example: A vacation in the first week of January may not be slid back into December, but a vacation in the first week of February may be slid back into January. The slide must be accomplished during the Conflict Input Window for the January bid period (which is in late December).

- b. A pilot may slide a vacation to conflict with a carryover trip as provided in Section 7.E.2.a., only if the pilot submits for the slide during the Conflict Input Window associated with the award of bid period in which the carryover trip began (e.g., the Conflict Input Window in the end of November (i.e., the Conflict Input Window for the December bid period award) is used to slide a January vacation to conflict with a December into January carryover trip).
- c. If a pilot slides the pilot's vacation period to within 48 hours of the scheduled end of a trip in which the last activity is an international duty period, that trip shall be deemed in conflict with the vacation period, except for a trip described in Section 12.D.1.c.i.
- d. There is no maximum limit on the number of credit hours that may be touched by a vacation slide.

3. Vacation Expansion (Regular Line Holders)

- a. In addition to or in lieu of a vacation slide, a pilot awarded a regular line may expand the pilot's vacation period in either or both directions to conflict with a greater number of credit hours. However, a pilot may not expand the pilot's vacation from December into November, or from January into December. A pilot may submit for a vacation expansion during the Conflict Input Window

immediately before the bid period in which a trip(s) affected by the expansion is scheduled to begin, as provided in Section 25.E.2.

- b. A vacation expansion shall not cause a vacation conflict that exceeds the credit hour value of the original vacation period by more than 6 CH. All days in the expanded vacation period shall be consecutive.
- c. A pilot may not expand the pilot's vacation period to conflict with a trip(s) that begins outside the bid period of the pilot's vacation as awarded or slid. However, a pilot awarded vacation that extends into the next bid period may expand within either bid period.

Example: A pilot awarded a 7 day vacation period in week 1 of August may slide the pilot's vacation back so that it overlaps both the August and July bid periods. The pilot may then expand the pilot's vacation period to hit trips in either July or August in accordance with normal expansion rules.

- d. A vacation period may not be expanded to cause a vacation conflict with a trip(s) that is scheduled to operate in whole or in part on the following days (i.e., base days): Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve or New Year's Day.

F. Vacation Bank

Each pilot shall have a vacation credit hour bank established at the beginning of the bid period commencing closest to January 1, each year, based upon the vacation hours the pilot has accrued (as provided in Section 7.B.). A pilot's vacation credit hour bank shall be calculated by multiplying the number of vacation days by 6 CH. A pilot's bank shall be adjusted for positive balances (as provided in Section 7.I.3.d., 7.E.1.b.v., or 7.G.5.c.), or negative credit hour balances from the previous year's vacation bank.

G. Vacation Bank Administration

1. Regular Line Holder

A regular line holder shall be removed from a trip(s) in conflict with the pilot's vacation period (as awarded or slid) or vacation expansion. Conflict with an international duty free buffer, as described in Section 12.D.1.d., shall constitute a conflict with the trip protected by that buffer ~~and~~. That buffer may not be waived~~and~~ with the exception of the buffer provided in Section 12.D.1.d.i., which may be waived for an international trip whose showtime is 24 hours or less after the end of a vacation period (as awarded or slid) or vacation expansion as follows:

- a. A pilot may waive the buffer within the Conflict Input Window to avoid a conflict; and

b. A pilot is deemed to have waived any conflict resulting from a bid line adjustment, reassignment trip, or a volunteer or draft assignment.

The SCH value of the removed trip(s) shall be deducted from the pilot's vacation credit hour bank.

Intent: A vacation period slides as a whole.

2. Secondary/Custom Line Holder

Except as otherwise specifically provided in Section 25.E.4.b. and E.5., for secondary line holders, the following shall apply to secondary and custom line holders:

- a. A pilot shall receive a 48 hour duty free vacation buffer at each end of the pilot's vacation period provided that the buffer occurs in a bid period in which the pilot is awarded a secondary line. A vacation buffer shall not extend outside the bid period(s) in which the vacation occurred. A vacation buffer shall not create a conflict with a trip that began in the previous bid period.
- b. A secondary line holder's vacation credit hour bank shall be reduced by 6 CH for each day of vacation in the bid period not in conflict with a carryover trip or R-day, excluding the vacation buffer provided in Section 7.G.2.a. above.
- c. If a secondary line holder's vacation period conflicts with a scheduled trip(s) or R-day(s), (e.g., carryover trip from the prior bid period, vacations spanning two bid periods) the pilot shall be removed from that trip(s) or R-day(s) and the following shall apply:
 - i. A conflict with an international duty free buffer (as provided in Section 12.D.1.d.) shall constitute a conflict with the trip protected by that buffer.
 - ii. A pilot's vacation credit hour bank shall be reduced by the SCH of any trip(s) removed and/or the R-day credit hour value for any R-day(s) removed.
 - iii. A pilot may waive the vacation buffer within the Conflict Input Window to avoid a conflict.
 - iv. A vacation buffer that touches a trip(s) or R-day is a conflict. A vacation buffer that touches an international buffer is not a conflict.
- d. The following apply when a secondary line is awarded to a pilot with a scheduled vacation in the bid period.
 - i. A secondary line shall not be constructed with a trip(s) or R-day(s) in conflict with the vacation period or a vacation buffer.

- ii. Days constituting a vacation buffer shall be constructed as scheduled days off on that secondary line.
- iii. For purposes of Section 25.D.2. (secondary line construction), hours deducted from the pilot's vacation credit hour bank for the bid period, other than carryover credit hours from the previous bid period, shall be considered as trip credit hours.
- iv. For purposes of Section 7.E.1. (Vacation Change), hours deducted from the pilot's vacation credit hour bank for the bid period, other than carryover credit hours from the previous bid period, shall be considered as trip credit hours constituting a trip guarantee.
- v. For purposes of minimum days off protection, vacation days shall not be considered days scheduled free from duty; vacation buffer days shall be considered days scheduled free from duty. Section 12.D.1.d. (international trip buffer), shall not apply when constructing a secondary line for a pilot with vacation in the bid period.
- e. A secondary line holder may adjust the pilot's vacation period by sliding it up to a maximum of 5 days in either direction, except that the slide shall not reschedule any portion of that vacation into the preceding bid period. However, a vacation period that is scheduled for more than 7 days, that begins in one bid period and ends in the following bid period, may also be slid up to a maximum of 5 days in either direction. A vacation slide submission shall be entered during the Conflict Input Window for that vacation period.
- f. The provisions of Section 7.G.2. shall apply to a pilot assigned a custom line (as provided in Section 25.I.1.a. and 25.I.1.e.).

3. Reserve Line Holder

- a. A pilot shall receive a 48 hour duty free vacation buffer at each end of the pilot's vacation period provided that the buffer occurs in a bid period in which the pilot is awarded a reserve line. A vacation buffer shall not extend outside the bid period(s) in which the vacation occurred. A vacation buffer shall not create a conflict with a trip that began in the previous bid period.
- b. A reserve line holder's vacation credit hour bank shall be reduced by the R-day value for each day of vacation in the bid period.
- c. If a reserve line holder's vacation period conflicts with a scheduled trip(s) or R-day(s), (e.g., carryover trip from the prior bid period, vacations spanning two bid periods) the pilot shall be removed from that trip(s) or R-day(s) and the following shall apply:

- i. A conflict with an international duty free buffer (as provided in Section 12.D.1.d.) shall constitute a conflict with the trip protected by that buffer, and may not be waived.
- ii. A pilot's vacation credit hour bank shall be reduced by the SCH of any trip(s) removed and/or the R-day credit hour value for any R-day(s) removed.
- iii. A pilot may waive the vacation buffer during the Conflict Input Window to avoid a conflict with that buffer.
- iv. A vacation buffer that touches a trip(s) or R-day is a conflict. A vacation buffer that touches an international buffer is not a conflict.

- d. A reserve line awarded to a pilot with a scheduled vacation in the bid period shall be reconstructed as follows:
 - i. A pilot's reconstructed line shall contain the originally scheduled blocks of R-days that did not conflict with vacation (or the vacation buffer), unless the number of R-days in those block(s) plus the number of vacation days exceeds the number of R-days in the bid period, (i.e., the pilot's vacation conflicts with fewer R-days than the number of vacation days). In that case, the line shall be reconstructed preserving the greatest number of originally scheduled R-day blocks as possible.
 - ii. A pilot may enter preferences for reconstruction of the pilot's reserve line during the Conflict Input Window (as provided in Section 25.E.2.g.).
 - iii. A reserve line shall not be constructed with R-days in conflict with the vacation period or a vacation buffer.
 - iv. Days constituting a vacation buffer shall be scheduled days off on the reconstructed reserve line.
 - v. For purposes of Section 25.D.3. (Reserve Line construction), vacation days are considered R-days. Section 25.D.3.c. (mini-block R-days), shall not apply when reconstructing a reserve line for a pilot with vacation in the bid period.
 - vi. For purposes of determining RLG (as described in Section 4.C.), vacation days are considered R-days. Credit hours deducted from the pilot's vacation credit hour bank (as described in Section 7.G.3.b.) shall be credited toward the pilot's RLG.
 - vii. A reserve pilot's leveling position shall include an R-day value for each day of vacation in the bid period, as provided in Section 4.H.2.
 - viii. For purposes of minimum days off protection, vacation buffer days shall be considered days scheduled free from duty.

e. Reserve Vacation Extension

A pilot with vacation during a month in which the pilot holds a reserve line may extend the vacation that occurs in that month. Vacation buffers shall then be added to the extended vacation as provided in Section 7.G.3.a., unless waived by the pilot.

i. The maximum extension shall be determined by the following formula:

Maximum Extension = $\{[(\text{Number of vacation days (as awarded or slid) in the bid period multiplied by 6)} + 6] \div \text{R-day value}\}$ rounded down minus the number of originally scheduled vacation days in the bid period.

Example: A pilot has a 7 day vacation period in a bid period in which the R-day value is 4:36. The maximum extension is

$$\begin{aligned} & \{[(7 \times 6) + 6] \div 4.600\} - 7 \\ &= [(42 + 6) \div 4.600] - 7 \\ &= (10.434 \text{ rounded down}) - 7 \\ &= 10 - 7 = 3. \end{aligned}$$

Consequently, the pilot could add up to three days to the pilot's vacation period. This would give the pilot a total of 14 days (presuming buffers could fit on both ends of the pilot's vacation period as extended). The pilot's vacation bank would be charged 46 CH (10 x 4.600), but only 7 vacation days would be removed from the pilot's vacation accrual.

- ii. A pilot may enter a vacation extension submission during the Conflict Input Window immediately before the bid period in which the vacation is scheduled to occur.
- iii. A pilot may not extend the pilot's vacation (as awarded or slid) outside of the bid period.
- iv. In case of a vacation period scheduled to span 2 bid periods, if the pilot holds a reserve line in both bid periods, then for purposes of vacation extension, the vacation in each month shall be treated as if it were a separate vacation period.

Example: A pilot's 10 day vacation period has 7 days in one bid period and 3 days in the next. The pilot holds a reserve line in both bid periods. R-day value in the first bid period is 4:36; in the second it is 4:47. The pilot may extend the pilot's vacation a maximum of 3 days in the first bid period (which must expand backward, since the pilot can't expand outside of the bid period). The vacation in the second month is treated as if it were a stand

alone 3 day vacation period, for purposes of expansion. The pilot's maximum expansion would be $3 \times 6 = 18 + 6 = 24 \div 4.783 = 5.017$ rounded down = 5 minus 3 = 2 days of available extension.

- v. A pilot may not extend the pilot's vacation period to conflict with a trip(s) that begins outside the bid period of the pilot's vacation as awarded or slid.
- vi. A vacation period shall not be extended to cause conflict with R-days scheduled on Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve or New Year's Day.

4. If the SCH value of a pilot's last vacation period in a year exceeds the balance in the pilot's vacation credit hour bank, the pilot may elect to reduce the number of vacation days in the pilot's vacation period in order to avoid or reduce a deficit in the pilot's vacation bank. A pilot shall communicate this election to CRS during the Conflict Input Window.

5. Vacation Deficit and Make-Up

If a pilot's vacation credit hour bank balance falls below the credit hour value of the pilot's remaining vacation in a calendar year, the following shall apply:

- a. The pilot may bid for a make-up vacation trip(s) during the View/Add window for the bid period in which the pilot has a vacation period that, if taken as scheduled, would result in a vacation bank deficit. The credit hour of the make-up vacation trip(s) shall not exceed the projected deficit by more than 67 hours.
- b. The pilot may submit for a make-up vacation trip(s) (as provided in Section 25.L.6.) at any time during the calendar year.
- c. Make-up vacation credit hours earned in the last bid period of a calendar year (i.e., December), shall be credited to the pilot's vacation credit hour bank for the following calendar year.

6. Clearing the Bank

- a. A pilot who has a positive balance in the pilot's vacation bank after the pilot's last vacation period of the year shall be paid for those credit hours, prior to the end of the year, at the pilot's pay rate at the beginning of the bid period in which the buy back is paid. The Except as provided in Section 7.G.6.b. below, the maximum balance subject to buy back is 40% of the vacation bank balance as of the beginning of the calendar year, including positive or negative adjustments from the previous year, plus positive adjustments in the current year, if any.
 - b. Flight management may approve vacation buy back in excess of the 40% limit contained in Section 7.G.6.a. above, due to aan individual pilot's extenuating circumstances.

- b. Prior to the publication of each year's December bid period package, the maximum balance subject to buy back for the following calendar year may be increased from 40% as follows:
 - i. The Company may select a Section 7.G.6.a. value between 40% and 60%, inclusive; or
 - ii. The parties may agree to a value greater than 60%.

H. Disruption of Vacations

1. If a pilot's trip operationally extends more than 2 hours but less than 26 hours into the pilot's vacation period, 6 CH shall be added to the pilot's vacation bank and 1 day shall be added to the pilot's next vacation period.
2. If a pilot's trip operationally extends at least 26 hours but less than 48 hours into the pilot's vacation period, 18 CH shall be added to the pilot's vacation bank and 3 days shall be added to the pilot's next vacation period.
3. If a pilot's trip operationally extends 48 hours or more into the pilot's vacation period, the following shall apply:
 - a. The pilot may elect to cancel the pilot's vacation period and have an additional 24 hours credited to the pilot's vacation bank. The credit hours for the canceled vacation shall be restored to the pilot's vacation bank, and the pilot shall be eligible for substitution for the trip(s) from which the pilot was removed for the vacation that was canceled; or,
 - b. The pilot may elect to take the remainder of the pilot's vacation period, as scheduled, and have an additional 24 CH credited to the pilot's vacation bank.

I. Cancellation of Vacation

1. A pilot's vacation period may be canceled due to operational requirements. The Company will not use vacation cancelations (Section 7.I.2. and 3) in a crew position (including BPO pilots) which has been bought up to the Section 4.A.1. Minimum Bid Period Guarantee.
2. Voluntary cancelation
 - a. Voluntary cancelations shall be done in seniority order for a crew position.
 - b. 2. If a pilot voluntarily cancels the pilot's vacation at Company request, the pilot shall be paid, not later than the following bid period, the CH value of the canceled vacation, not to exceed the balance in the pilot's vacation credit hour bank, ~~plus an additional 24 CH~~. The credit hour value of the canceled vacation shall be deducted from the pilot's vacation bank. In addition to all other compensation, the pilot shall be paid 24 CH if the pilot's earned CH for that bid period (in which the canceled vacation period began) meet or exceed MBPG.

[Note: "Earned CH" in the context of 7.I.2.b. refers to all credit hours included in the unit(s) of work performed (including pay only), or from which removed with pay, excluding only:

1. LMS (4.I.4.d.)
2. GPE (4.EE.3.)
3. CBA Disruptions and "disruption-like" (i.e., 4.W.1., X., Y., Z., AA.3., CC., GG., HH.)
4. Jury Duty (25.Y.) and Bereavement Absence (25.Z.)
5. Showpay (4.P.2.b., Q.2., R.2.)
6. RP Change (25.M.3.d.)
7. Soft R-day (25.M.6.h.)
8. Vacation cancellation penalty (7.I.)]

[Note: "Earned CH" includes CH dropped per Section 25.X. "short term military conflicts"]

3. If ~~a pilot's vacation is the Company does not receive a sufficient number of voluntary cancelations for a crew position following at least two requests, the Company may cancel a pilot's vacation~~ involuntarily ~~canceled, and~~ the following shall apply.
 - a. The involuntary cancelation shall be in reverse seniority order.
 - b. The pilot shall be notified of the cancellation in writing at least 30 days in advance prior to the first day of the bid period within which the vacation being canceled would begin.
 - c. The pilot's vacation bank shall be increased by 24~~36~~ CH.
 - d. The pilot may reschedule the canceled vacation period to a currently open vacation slot(s) or to a slot(s) held by any pilot junior to the pilot in the pilot's crew position. The junior pilot's vacation award shall not be impacted.
 - e. If the pilot is unable to reschedule the canceled vacation period as provided in Section 7.I.3.~~ed.~~, the vacation hours shall be carried over into the following year.
 - f. Notwithstanding Section 7.I.3.~~ed.~~ and ~~de.~~, the pilot may elect to be paid the credit hour value of the pilot's canceled vacation period, plus the additional 24~~36~~ CH, in the manner provided in Section 7.I.2.
4. A BPO Pilot's vacation period in a pay only bid period may be canceled due to operational requirements and only Section 7.I.2.b. shall be applicable for a voluntary cancelation, and only Section 7.I.3.b. through f. for an involuntary cancelation.

Summary report: Litera Compare for Word 11.12.0.83 Document comparison done on 12/17/2025 4:10:37 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: YLEGALDOCS-#1743812-v1- Section 7 2022 WC Base Doc.DOC	
Modified filename: 17dec25 JOINT 7 TA.DOC	
Changes:	
<u>Add</u>	63
<u>Delete</u>	26
<u>Move From</u>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<u>Table Delete</u>	0
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	89