~~SECTION~~ **ARTICLE** SEVEN

VACATION, PERSONAL BUSINESS AND BEREAVEMENT LEAVE

VACATION

Employees shall be granted vacation in accordance with the following provisions.

Vacation Eligibility

~~1.~~ **Section 1.** ~~The vacation eligibility date of an employee hired prior to 07 June 2004 shall be pursuant to the Agreement in effect 04 June 2001.~~ **The vacation eligibility date of an employee hired prior to 07 June 2004 shall be the eligibility date of record as of 07 October 2019.** The vacation eligibility date of an employee hired on or after 07 June 2004 shall be the calendar month and day of their last hire **or rehire** date **into the bargaining unit**.

~~1-A.~~ **Section 1-A.** Absence from work with pay for authorized vacation, personal business, bereavement leave, military leave, jury duty, or Grand Jury duty shall be considered as time worked for computing vacation eligibility.

Vacation Accrual

~~2.~~ **Section 2.** Vacation begins to accrue for each employee on the first day of hire **into the IAM Planner and Tool Design bargaining unit** and will accrue at the rate shown below for any calendar month or partial calendar month. An employee’s vacation balance will be available for use immediately upon being credited with the preceding months’ vacation accrual but no later than the first work day of the month following the month of accrual. Probationary employees shall not receive any vacation credit until the successful completion of their probationary period. Time lost, not to exceed ninety (90) **calendar** days, due to occupational illness or injury shall be counted for the purpose of vacation accrual if the employee returns to the active payroll. **An employee entering the IAM Planner and Tool Design unit from another bargaining unit, shall be credited one year of service for the purpose of vacation accrual.**

~~2-A.~~ **Section 2-A.** Vacation accruals are based on completed years of ~~continuous service~~ **bargaining unit seniority** and become effective on the month following an employee’s next vacation eligibility date.

Completed Years of **Seniority**

~~Continuous Service~~ Vacation Accrual

0 to 8 years 6.67 hours per month

9 years to 18 years 10 hours per month

19 years or more 13.34 hours per month

~~2-B.~~ **Section 2-B.** The maximum vacation accrual is 400 hours and any vacation accrued in excess of 400 hours will be paid out at the end of the calendar year thereby, reducing the accrued balance to 400 hours to begin the new calendar year. Payments for excess vacation hours will be made as early as practicable in the new calendar year, which ~~will normally be on~~ **is typically on** or before the third full pay period of the new calendar year. Any vacation time taken between the last accrual process run for the year and the payout of excess hours will be deducted from the balance prior to the payout.

Vacation Pay

~~3.~~ **Section 3.** An employee shall be paid vacation at their regular base rate of pay in effect at the time the vacation is taken. **An employees’ regular base rate of pay does not include overtime, shift bonus, or any other premium, except that pay for a vacation for second shift employees shall include the second shift premium in effect during the period of the employee’s vacation.**

~~3-A.~~ ~~Each employee, upon their vacation eligibility date, shall be paid sixteen (16) hours of pay at their regular hourly rate of pay in effect at the time of the payment, exclusive of any premiums and overtime.~~

~~3-B~~ **Section 3-A.** An employee may request payment of earned personal business and/or vacation benefits while on an approved leave of absence. Such payments may be made only from those vacation and/or personal business hours that were accrued in the same calendar year when the payment was requested. Any earned personal business and/or vacation for which an employee is entitled when they are placed on a leave of absence, will be compensated at the regular base rate of pay in effect at the beginning of the leave of absence period. **An** ~~E~~**e**mployee**’**s request~~s~~ for payment while on approved leave of absence for personal business and/or vacation benefits accrued in prior calendar years will be granted only for financial emergency as may be determined by the Company in its sole and exclusive discretion in accordance with Internal Revenue Code Section 409A. If the Internal Revenue Code Section 409A is rescinded, suspended or modified by the IRS or held to be unlawful by a court of competent jurisdiction, the Company and Union will meet to discuss the effects of such action on personal business and/or vacation administration under this Agreement.

~~3-C.~~ **Section 3-B.** An employee shall be paid any accrued, unused vacation upon termination from the active payroll at the employee’s regular hourly base rate of pay in effect at the time of the payment**.** ~~and as applicable shall receive the sixteen (16) hour payment referenced in Paragraph 3-A of the Section, prorated at the rate of 1.33 hours per month since their last vacation eligibility date.~~

Vacation Scheduling and Leave

~~4.~~ **Section 4.** Production need**s** shall be the determining factor in scheduling vacations. If production needs change, all or part of a scheduled vacation may be canceled. **The employee must request the vacation and receive approval at least twenty-four (24) hours prior to the requested vacation use. Vacations to be scheduled on the day preceding or following a holiday must be requested at least ten (10) calendar days in advance.**

~~4-A.~~ **Section 4-A.** An employee should request a vacation of one (1) or more weekly increments at least two (2) weeks before they want their vacation to start. Preference will be given in line of seniority, if practical, in scheduling vacations. If it is deemed impractical, because of production need to grant an employee's vacation request, the employee may ask that their vacation be scheduled at another time. Employees will not be forced to take a vacation~~.~~, **except as outlined by Section 4-C.**

~~4-B.~~ **Section 4-B.** An employee may take their vacation during the benefit year in weekly or one-(1) hour increments in accordance with the provisions of this ~~Section~~ **Article**.

**Directed Vacation and Furlough**

**Section 4-C. In certain circumstances, such as loss of government funding or stop work orders, in order to avoid layoff and termination of service, the Company may elect to direct employees to charge up to eighty (80) hours of vacation in lieu of layoff. It is within the Company’s sole discretion to determine whether to direct use of vacation or to invoke an unpaid furlough.**

**Section 4-D. Administration of an unpaid furlough as an alternative to a termination-of-services will be in accordance with the terms and conditions of the Corporate Furlough Policy, HR-04, or its successor, in an identical administrative manner as would be applied to the non-represented members of the workforce. The furlough event will terminate by policy, no later than (90) days from implementation.**

PERSONAL BUSINESS

~~5.~~ ~~An employee shall be granted personal business with pay in accordance with the following provisions.~~

~~Personal Business Eligibility~~

~~6.~~ ~~Absence from work with pay on authorized vacation, personal business, jury duty, Grand Jury duty, bereavement leave or military leave shall be considered as time worked for purposes of computing personal business eligibility.~~

~~Personal Business Accrual~~

~~7.~~ **Section 5.** **An employee shall be granted forty-eight (48) hours of personal business with pay on 01 January of each calendar year. New hire and recalled employees shall receive the below prorated grant during the calendar year of their hire or recall date:**

|  |  |
| --- | --- |
| **Month of Hire/Recall** | **Granted Hours** |
| **January** | **48 hours** |
| **February** | **44 hours** |
| **March** | **40 hours** |
| **April** | **36 hours** |
| **May** | **32 hours** |
| **June** | **28 hours** |
| **July** | **24 hours** |
| **August** | **20 hours** |
| **September** | **16 hours** |
| **October** | **12 hours** |
| **November** | **8 hours** |
| **December** | **4 hours** |

~~Personal Business~~ ~~begins to accrue for each employee on the first day of hire and will accrue at the rate of four (4) hours per calendar month or partial calendar month. An employee’s personal business balance will be credited with the preceding month’s personal business accrual no later than the first workday of the month following the month of accrual.~~ Probationary employees shall not receive any personal business credit until the successful completion of the probationary period. ~~An~~ **A probationary** employee’s personal business balance will be available for use immediately upon being credited but no later than the first day following the ~~month of accrual~~ **month in which they achieve seniority**. ~~Time lost, not to exceed ninety (90) days, due to occupational illness or injury shall be counted for the purpose of personal business accrual if the employee returns to the active payroll.~~

~~7-A.~~ **Section 5-A.** The maximum personal business accrual balance is ~~sixty (60) hours~~ **forty-eight (48) hours** .~~and any personal business accrued in excess of 60 hours will be paid out at the end of calendar year, thereby reducing the accrued balance to sixty (60) hours to begin the new calendar year. Payments for excess personal business hours will be made as early as practicable in the new calendar year, which will normally be on or before the third full pay period of the new calendar year. Any personal business time taken between the last accrual process run for the year and the payout of excess hours will be deducted from the balance prior to the payout.~~ **At the end of each calendar year, each employee shall be paid for any hours of unused personal business. Pay for unused personal business leave shall be at the employee’s regular base rate of pay plus shift bonus, if any, in effect at the end of the calendar year.**

Personal Business Pay

~~8.~~ **Section 6.** An employee who has been granted a leave of absence as provided in ~~Section~~ **Article** Eight, Section 3, or terminated from the payroll, shall be paid for each hour of unused personal business at the employee’s regular base rate of pay in effect at the time of the payment.

~~8-A.~~ **Section 6-A.** Personal business may be taken in one-(1) hour increments. Personal business time shall be paid at the regular base rate of pay in effect for each employee at the time the personal business is taken.

BEREAVEMENT

Pay and Leave

~~9.~~ **Section 7.** ~~An employee shall be eligible for three (3) days paid bereavement leave upon a death in their immediate family. To receive bereavement pay, the leave must be taken no later than ten (10) calendar days after the memorial services. Bereavement pay will not be granted for an employee’s scheduled off-day, holiday or any day which the employee would have otherwise been compensated. For purposes of this paragraph, immediate family shall mean the following: mother, father, brother, sister, children, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, half-sister, half-brother, step-children,~~~~stepmother, stepfather, grandparents and grandchildren.~~ **Bereavement leave shall be administered in accordance with the corporate policy currently in effect and which may change from time to time. The Company shall notify the Union of changes in policy or processes as they occur. Nothing in this Agreement shall prevent the Company from making changes to this corporate policy on the same basis as that policy is revised with respect to non-bargaining unit employees.**

~~9-A.~~ ~~An employee shall make a request for bereavement leave before their absence to attend the memorial service when possible, or immediately upon the employee’s return to work when it is not possible to do so in advance of their absence.~~