

**ARTICLE VIII**  
**Vacations**

The vacation year shall begin April First of each year and extend to March 31 of the following year, except that on those anniversaries of seniority affecting the length of the vacation, the vacation year shall begin on the anniversary of seniority as provided herein. Effective with the April 1, 2015 vacation year, all full-time, permanent employees, whether initially hired as full-time or part-time employees, shall be entitled to vacations with pay under the following schedule:

1. An employee having one (1) year of seniority shall be granted two (2) weeks of vacation with pay in the current vacation year.
2. An employee having two (2) years of seniority shall be granted three (3) weeks of vacation with pay in the current vacation year.
3. An employee having eight (8) years of seniority shall be granted four (4) weeks of vacation with pay in the current vacation year.
4. An employee having fifteen (15) years of seniority shall be granted five (5) weeks of vacation with pay in the current vacation year.
5. An employee having twenty-three (23) years of seniority shall be granted six (6) weeks of vacation with pay in the current vacation year.
6. A part-time employee having one (1) year of part-time service shall be granted that portion of an eighty (80) hour vacation period with pay in the current vacation year as determined by the ratio of the number of hours worked during the preceding twelve (12) months prior to April 1 or Anniversary date, as the case may be, to 2,080.
7. A part-time employee having two (2) consecutive years of part-time service shall be granted that portion of a one hundred twenty (120) hour vacation period with pay in the current vacation year as determined by the ratio of the number of hours worked during the preceding twelve (12) months prior to April 1 or Anniversary date, as the case may be, to 2,080.

8. A maximum of two (2) days of an employee's annual emergency vacation entitlement may be taken in one (1) day increment, one-half (1/2) day increments and or one quarter (1/4) increments. A maximum of two (2) weeks of an employee's annual vacation entitlement may be taken in one (1) day increments and/or one-half (1/2) day increments in accordance with the terms of this section.

A maximum of two (2) days of these vacation weeks regardless of the employee's schedule or shift may be taken as emergency time in full or half day increments. The employee must report off as soon as the emergency is known to her.

The remaining eight (8) days of "single day vacations" must be scheduled in full or half day increments. Five (5) single days shall be scheduled according to seniority when full weeks are scheduled. The remaining three (3) single days shall be scheduled throughout the year on a "first come, first serve" basis using the vacation request form. Between November 1 and November 15, of each year, all employees having unused days of unscheduled vacation, shall schedule those days for use before April 1, of the following year. An employee who schedules all allocated weeks of vacation will not be permitted to schedule single days of vacation.

Employees taking one or more of their optional vacation days and/or one-half (1/2) day shall not be eligible for work during the hours of their regularly scheduled shift. Overtime worked prior to their scheduled starting time or beginning at the end of the employee's scheduled shift for that day will be paid at the normal rate applicable for that day of the employee's stated schedule. The rates in Sections 15 and 16 of this Article shall not apply.

9. A part-time employee shall schedule her vacation with regular full-time employees. She shall schedule her first choice after all regular full-time employees have scheduled their first choice, her second choice after all regular full-time employees have scheduled their second choice, and so on. A part-time employee shall schedule her earned vacation in weekly increments; and single days short of a week may be taken as one-day vacations.

Part-time employees will be allowed to use one 8-hour vacation day as "emergency vacation." This may be taken in 8 or 4 hour increments. Part-time employees taking one week of vacation shall be compensated based on the average number of hours worked per week during the previous work year, regardless of current schedule.

10. Having once attained the seniority necessary for a particular vacation and having received the vacation provided under those conditions, the scheduling of an employee's future vacations shall be with reference to subsequent April Firsts.

11. Heads of departments shall schedule vacations annually, starting with the first working day in January and continuing until March 20. Department employees shall have their choice of time for vacations in the order of their seniority within their classification in this bargaining unit, provided that the time chosen is suited to the Company's operations. Individual vacations shall be scheduled within two (2) working days after receipt of the Company's "vacation-request card." These cards shall be furnished by the Company starting with the first working day in January. Failure to designate a desired vacation as indicated above shall deprive the employee of any seniority right to schedule her vacation in conflict with that of a junior employee. The same rule shall apply to second and third choices. In the situation of a split vacation, the scheduling of the remaining portion must be governed by the time available after the other employees in the department have scheduled their vacations during the period designated above. Vacation schedules shall remain posted and kept current.

12. An arrangement for the vacation to be taken other than in one continuous period is not recommended but such an arrangement may be made, subject to the adaptability of the work schedule. An employee shall not be denied the right of splitting her vacation solely for the reason that to do so would increase the cost of providing relief during her absence; nor shall employees deliberately split their vacation in such a manner as to unnecessarily increase the cost of such relief. Subject to the first sentence of this paragraph, vacations may be taken in weekly increments or in any combination of weeks.

13. As each senior employee designates her desired vacation schedule, that choice shall be entered on the schedule of vacations which shall be posted on the Union Bulletin Board. This schedule shall remain posted until all vacations are scheduled.

14. Vacations shall not be allowed to accumulate from year to year, except that at intervals of not less than two (2) years an employee may, upon written request to and approval of her Supervisor, forego a vacation in one year with

the understanding that the vacation shall be taken without fail in the following vacation year, shall be taken consecutively with the vacation of the following year, and that the employee will not, during the taking of such accumulated vacation, work either for herself or others for immediate monetary gain.

15. When an employee's vacation schedule has been established, it shall not be changed except by the mutual consent of the employee and her department head. Any employee on vacation who accepts recall to duty after the conclusion of her last regularly scheduled hours of her last scheduled day or prior to her scheduled starting time to return to work shall receive two (2) times her hourly rate of pay for all of the hours worked and, in addition, shall be paid straight time for such scheduled hours of the vacation from which she was recalled.

16. Employees entitled to a vacation for the current vacation year under this Agreement must take their vacations during the vacation year except as provided by Section 15 of this Article. However, if the Company directs that an employee work instead of taking her vacation, the employee shall be paid for a vacation at double her regular rate of pay and, in addition, she shall be paid for any work performed for the Company during the vacation period in accordance with the provisions of Article XI.

17. An employee will be permitted to reschedule a vacation if she is on sick leave or becomes eligible for sick leave benefits, under provisions contained in Article XIV hereof, prior to the first scheduled day of vacation.

18. An employee who becomes ill or is injured while on vacation, and whose illness or injury requires confinement in a Hospital or Clinic, shall be eligible for sick leave during the time of confinement, and the days for which sick leave is payable shall be rescheduled as vacation.

19. An employee who is unable to return to work upon termination of maximum sick leave benefits as provided in Article XIV, Sections 2 and 3, and who has not taken a vacation for the current vacation year will be granted vacation pay and, in addition, pay for any holiday that occurs during this vacation period.

20. When a holiday or holidays that are observed by the Company fall during the vacation period of an employee on a regular scheduled working day, the employee will be paid an additional day's pay. If the holiday falls on a

day such as a Saturday that does not result in a day off for employees generally, an additional day of pay will be allowed.

21. Any employee who has not taken a vacation for the current year and who voluntarily leaves the service of the Company shall be paid her vacation money due, provided a minimum of two (2) weeks' notice of intention to resign is given to her department head in writing and the employee works her regular working schedule during the two week notice period. No portion of the vacation to which the employee would have been entitled on the following April First or seniority anniversary date shall be paid.

22. An employee who, while on vacation or less than two (2) weeks prior to the start thereof, decides to terminate employment, shall immediately give the Company two (2) weeks notice, and thereafter be on vacation or assume active duties as the case may be, during such period. In such instances the vacation pay shall be paid as in the preceding Section.

23. The hours of the stated schedule, as defined in Article XI, of the employee at the time of the employee's vacation, and the rate of pay of the employee during more than one-half of the twelve month period ending the April First or anniversary of seniority preceding the vacation, shall be used in computing the vacation pay, except that the vacation pay shall not be reduced because of the application of any wage adjustment subsequent to said April First or anniversary of seniority and prior to the time of the vacation.

In any event, the permanent rate of pay of the employee at the time the vacation is taken shall be used to compute the vacation pay if it is higher than the highest rate in the preceding year.

In the event the employee does not work more than one-half of said twelve (12) month period at one rate, the vacation pay shall be based on that rate under which the employee worked the greatest period of time in said twelve (12) month period.

The scheduled hours that the employee would normally have worked during such vacation period shall be multiplied by the employee's hourly rate of pay to determine the total payment, and bonus shall be added, including night bonus, to the extent applicable to the employee's established schedule as regards night bonuses, and provided with regard to other bonuses, that the employee has been paid such bonus for at least One Thousand Forty (1,040) actual hours in the twelve (12) month period preceding the start of the vacation year.

24. Employees who are discharged for cause shall not be entitled to any vacation pay.

25. If the interruption of employment caused by military service occurs within a vacation year and an employee has not taken a vacation, she shall receive vacation pay and in addition, in cash, that portion of the vacation pay to which she would have become entitled on the following April First or seniority anniversary date, determined by the ratio of the days elapsed from the preceding April First or the preceding seniority anniversary date to three hundred and sixty-five (365). In every instance the choice between April First and the seniority anniversary date shall be decided so as to give the employee the greatest vacation allowance.

26. The vacation to which an employee became eligible on the preceding seniority anniversary date or April First, which may not have been taken, plus that portion of the vacation pay to which she otherwise would have become entitled the following April First on the basis of one-twelfth (1/12th) of the annual vacation hours merited by her seniority for each month between the date of death and the preceding April First, times her regular rate of pay shall, in the event of her death, be paid to the spouse or dependent children or dependent parents, if any, or any beneficiary.

27. An employee who goes on pension under any provision of the Pension Plan shall be paid for the vacation to which she otherwise would have become entitled the following April First on the basis of one-twelfth (1/12th) of the annual vacation hours merited by her seniority for each month between the date of her retirement and the preceding April First times her regular rate of pay.

28. When an employee bids, bumps or transfers to another department or location and has not taken her current scheduled vacation, she may take her scheduled vacation in the new department or location without regard to her seniority, as provided in this Section, provided that the time chosen is suited to the Company's operations.

29. When a part-time employee's vacation anniversary date is established under Article VI, Section 36 and she has earned vacation as a part-timer, the Union shall not seek duplication of those vacation days, but shall deduct them from the current vacation year's eligibility if they have been taken by the employee and paid for by the Company. The employee shall schedule the balance of her vacation upon entering her new department. She will have to select from the remaining available weeks upon entering the department, if vacations have already been set for that vacation year.

Any employee who has not taken her earned part-time vacation prior to becoming a successful bidder on a regular full-time job may elect to take the pay for those days in lieu of scheduling the vacation day upon entering her new department. If the employee elects for a cash payment, those number of days shall be deducted from the full-time vacation and only the balance shall be scheduled. If the employee elects to schedule her earned vacation after entering her new regular full-time position, the part-time vacation shall neither be added to the full-time vacation nor deducted from it, but rather the employee shall only have the regular full-time vacation based on her vacation anniversary date set by Article VI, Section 36 to schedule upon entering the new department.