

**ARTICLE VIII VI**  
**EMPLOYEE PRIVILEGES**  
**VACATION AND PERSONAL BUSINESS**

Section 1 - Vacations

(A) Vacation ~~Accrual Service and Privileges~~ of an Employee on the Active Payroll of the Company:

(1) An employee’s vacation begins to accrue on the first day of hire. Vacations will be accrued at the monthly rate shown below for any calendar month or partial calendar month worked by the employee. ~~(The employee must have been actively at work for at least nine (9) hours one (1) hour during the month to qualify for accrual. Employees’ utilizing paid vacation, (or any combination of vacation and holiday pay), for the entire month will be considered to have met this requirement).~~ Employees’ vacation balances will be available for use immediately upon being credited with the preceding months’ vacation accrual on the first workday of the month following the month of accrual.

~~(2) —~~

<b><u>Vacation Accrual Schedule for Full Time Employees</u></b>	
<b><u>Completed Years of Seniority or Continuous Service</u></b>	<b><u>Vacation Accrual</u></b>
<b><u>Less than 10 years</u></b>	<b><u>6.67 hours per month</u></b>
<b><u>10 years to 19 years</u></b>	<b><u>10.00 hours per month</u></b>
<b><u>20 years or more</u></b>	<b><u>13.34 hours per month</u></b>

~~(2)-(3) Pay for each week of vVacation for a full time employee means pay for forty (40) hours at the shall be paid at an employees’ regular base rate of pay at the time 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 night shift employees shall include the night shift bonus in effect during the period of such employee’s vacation.~~

~~(4) Vacation for an employee who is working on a part time basis will accrue monthly at a ratio based on their hours worked compared to a forty (40) hour schedule. For example, an employee with less than ten (10) years of service, working a twenty (20) hour per week schedule during the month, would accrue 3.34 hours of vacation for that month.~~

(3) ~~(5)~~ An employee who is laid off, retires, terminates, or enters the Armed Forces pursuant to ~~Article IV, Section 6,~~ of this agreement, will be paid their accrued vacation hours at the time of termination. Within the first sixty (60) days after returning to the active

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payroll, an employee who is laid off or who terminates ~~for the purpose of entering to~~ the Armed Forces may have up to twenty (20) hours of vacation (not to exceed the number of hours paid out) reinstated by reimbursing the number of hours desired at the employee's current rate of pay plus any taxes required. The accrued vacation balance of a deceased employee will be paid to the employee's estate.

(4) ~~(6)~~ An employee ~~who is hired and begins work at the Marietta Plant of the Company~~ **LM Aero - Marietta** within thirty (30) calendar days following ~~his~~ **their** termination at another plant of the Lockheed Martin Corporation or subsidiary thereof, or during the period such employee is on layoff and possesses recall rights to such other plant, shall have ~~his~~ **their** vacation accrual rate based upon the total active seniority accumulated by such employee with the Lockheed Martin Corporation or subsidiary thereof.

(5) ~~(7)~~ Time lost, not to exceed six (6) months, due to occupational injury or occupational illness shall be counted ~~for the purpose of~~ **towards** vacation accrual if the employee returns to the active payroll of the Company.

(6) ~~(8)~~ Employees who are placed on a leave of absence to fulfill active military duty requirements will continue to accrue their appropriate allotment of vacation ~~as defined herein~~ on a monthly basis during the leave period provided the employee submits to the Company the associated Military paperwork prior to leave commencement.

Vacation accrued under this provision is not subject to payout during the leave period, but will be available for employee use upon return to the active payroll. Employees who terminate their employment while on leave of absence or who fail to return from leave within ~~five working~~ **three calendar** days of leave expiration in accord with Article ~~IV~~ **VI**, Section ~~8~~ **6** will be paid their accrued vacation balance at the time of leave commencement. If the military leave is greater than thirty (30) **calendar** days, Military Discharge paperwork is required before the employee is allowed to return to work.

~~This provision will become effective as soon as administratively practical as deemed by the Company following the effective date of the contract.~~

**(B) Vacation Scheduling of Vacations:**

(1) Each employee may accumulate vacation up to a maximum of 400 hours. Vacation ~~will continue to be~~ accrued beyond the maximum **will be** ~~with all vacation above the maximum~~ paid out at year-end at the employee's current base rate.

(2) An employee may request up to ten (10) vacation days each year which may be taken in half-day increments (excluding lunch). ~~The~~ **Requests for a half-day** must be made for either the first or the last half of the shift. ~~Vacation may also be taken in one (1) hour increments. Employee request for a full single day half day or one (1) hour increment~~ **vacation requests must be made requested and approved** no later than the end of the

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~~requesting~~ employee's regularly assigned shift on the work day preceding the vacation requested, **based on operational requirements. All vacation requests must be reported to the designated absence report number.** ~~Advance employee request for vacations will not be unreasonably denied. (Excluding full single days, Fire Department personnel will be authorized a minimum of one (1) hour or a maximum of two (2) hours vacation at the beginning or end of their normal shift assignment provided the request is made no later than the end of the requesting employee's regularly assigned shift on the work day preceding the request).~~

~~In case of emergency and subject to validation to be provided by the respective employee, he/she may take a full single day, half day or one (1) hour increment vacation provided the requests is made no later than fourteen (14) hours prior to the start of the employee's next schedule workday. (this provision does not apply to scheduled overtime days).~~

(3) Vacations shall be ~~taken~~ **approved** when they interfere least with production. Vacations requested **and approved** at least **ten (10) calendar days** ~~one (1) week~~ in advance will be given preference in scheduling. ~~So far as is practicable~~ **The Company shall endeavor to approve,** vacation **requested in advance** for time preference will be given to employees with the **highest** ~~greatest~~ seniority. **Vacations requested less than ten (10) calendar days in advance will be approved subject to operational requirements, regardless of seniority.**

**Vacation requests for days in a week containing the last regularly scheduled work day before a holiday and for a week containing the first regularly scheduled work day following a holiday shall be submitted for approval at least ninety (90) calendar days in advance.**

Section 2 - Sick and injury leave **Personal Business**

(A) ~~Sick and injury leave~~ **Benefits of Personal Business** for an Employee on the Active Payroll:

(1) **An employee shall accrue forty-eight (48) hours of personal business on January 1 each calendar year. New hire and recalled employees shall receive the below prorated accrual during the calendar year of their hire or recall date:**

<b>Month of Hire/Recall</b>	<b>Accrual Hours</b>
<b>January</b>	<b>48 hours</b>
<b>February</b>	<b>44 hours</b>
<b>March</b>	<b>40 hours</b>
<b>April</b>	<b>36 hours</b>
<b>May</b>	<b>32 hours</b>

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<b>June</b>	<b>28 hours</b>
<b>July</b>	<b>24 hours</b>
<b>August</b>	<b>20 hours</b>
<b>September</b>	<b>16 hours</b>
<b>October</b>	<b>12 hours</b>
<b>November</b>	<b>8 hours</b>
<b>December</b>	<b>4 hours</b>

~~A seniority employee may accrue up to forty eight (48) hours of sick and injury leave with pay per year that may be used in the event of his absence from work because of occupational or non occupational sickness or injury, or in the event of his absence from work because of death or serious illness in his immediate family.~~

~~(2)(a) An employee's sick and injury leave benefits begin to accrue on the first day of hire. Sick and injury leave will be accrued on the monthly rate shown below for any calendar month or partial calendar month worked by the employee. (the employee must have been actively at work for at least one (1) hour during the month to qualify for accrual. Employees' sick and injury leave balances will be available for use immediately upon being credited but no later than the 1st day following the month of accrual.~~

<b>Sick and injury leave Personal Business Accrual Schedule for Full Time Employees</b>	
<b>Sick and injury leave Accrual</b>	
<b>Full-time Employees</b>	<b>4 hours per month</b>

~~(2) (3) Sick and injury leave **Personal business** may be taken in either a one (1), two (2), three (3), four (4), five (5), six (6), seven (7), eight (8), or nine (9) hour increments.~~

~~(4) A full time employee means an employee who is regularly scheduled to work forty or more hours per week.~~

~~(3) (5) Pay for sick and injury leave **Personal business shall be paid** for a full-time employee means pay for eight (8) hours (or nine (9) hours when assigned to an alternating nine/eighty schedule except for eight (8) hours on Fridays) at the employee's regular base~~

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rate of pay plus shift bonus and odd work week bonus, if any, at the time ~~sick and injury leave~~ **personal business** is used.

~~(6) Pay for sick and injury leave of a part-time employee shall be proportionately reduced.~~

~~(4) (7) At the end of each calendar year, each employee shall be paid for the any hours of unused sick and injury leave~~ **personal business** ~~to which he has become entitled under Section 2 of this Article. Pay for such hours of unused~~ **personal business** ~~sick and injury leave shall be at the employee's base rate plus shift bonus and odd work week bonus, if any, in effect at the end of the calendar year.~~

Effective with service years ending on or after March 10, 1999, such unused ~~sick and injury~~ **personal business** leave may, upon appropriate notice to the Company, be deferred for a maximum accumulation of six hundred seventy two (672) hours. Any ~~deferred sick and injury~~ **personal business** leave may be used in the subsequent years as ~~sick and injury~~ **personal business** leave, payable at the current rate, as defined in Para-graph (A) (~~5~~ **3**) above, or the employee may receive pay for such deferred ~~sick and injury~~ **personal business** leave during the subsequent year(s) at one of the following times:

- (1) At the time vacation is taken;
- (2) At any time with administrative approval (normally, after two (2) weeks' notice);
- (3) At the end of such service year(s) if still accumulated and unused;
- (4) At the time of termination.**

Pay for deferred ~~sick and injury~~ **personal business** leave which is not utilized during the following service years as ~~sick and injury~~ **personal business** leave will be paid at the current rate as defined in Paragraph (A) (~~5~~ **3**) above.

(B) ~~Accrued~~ **Unused** hours of ~~sick and injury leave~~ **personal business granted during the year** shall **not** be paid to an employee who **voluntarily** terminates, is terminated or dies **during the same year**. ~~Laid-off employees will be paid their accrued sick and injury leave hours at the time of termination. Employees' placed on Leave of Absence may be paid their accrued sick and injury leave hours upon written request from the employee. Time lost, not to exceed six (6) months, due to occupational injury or occupational illness shall be counted for the purpose of accruing sick and injury leave benefits. Within the first sixty (60) days after returning to the active payroll, an employee who is laid off or who terminates for the purpose of entering the Armed Forces may have up to twenty (20) hours of sick and injury leave (not to exceed the number of hours paid out) reinstated by reimbursing the number of hours desired at the employee's current rate of pay plus any taxes required.~~

~~(C) — Verification and Notification:~~

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~~All sick and injury leave is subject to verification by the Company's Medical Department. An employee shall make every effort to notify his Department Head in advance of his scheduled reporting time, of his forth coming absence from work because of illness or injury or death or serious illness in his immediate family.~~

**[Proposing to Move Paragraph D – Prolonged Disability to NEW Article IX (Leaves of Absence)]**

**[Proposing to Move Section 3 - Holidays to NEW Article X (Holidays)]**

~~Section 4 – Leaves Without Pay~~

~~Leaves of absence without pay may be granted employees for a period not to exceed ten (10) working days during the year. Such request shall not unreasonably be denied, however, if the request is not granted, the Department Manager shall give the employee written notice why the request is denied. In the event an employee protests the Department Head's refusal to grant such a leave of absence, the matter will be referred to supervision at the office manager level for final determination. For good and sufficient reason the Company may extend the period of the leave. The leave of absence shall not in any way jeopardize the employee's standing with the Company.~~

**[Proposing to Move remaining paragraphs of Section 4 to NEW Article IX (Leaves of Absence)]**

**[Proposing to Move Section 5 - Rest Periods to NEW Article XI (Hours of Work and Pay Provisions, Section 2)]**

**[Proposing to Move Section 6 - Jury Duty to NEW Article IX]**

**[Proposing to Delete Section 7 - Employees' Group Insurance Plan and create Benefits Article]**

**[Proposing to Move Section 8 - Educational Facilities to NEW Article XI]**

**[Proposing to Move Section 9 - Military Reserve Training Leave to NEW Article IX]**

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