

2. *If an employee's scheduled vacation is changed by the Company under 5.06E3, or if the Company requests that an employee change a scheduled vacation and the employee agrees, the employee will be permitted to carry over up to five (5) days into the next calendar year if there are insufficient weeks or days available to reschedule in the current calendar year. Any days eligible for carry-over due to a change in scheduled vacation shall be in addition to the days provided for in 5.05A1 or 5.11A1.*

ARTICLE 6 ABSENCES FROM DUTY

6.01 Leaves of Absence.

- A. Leaves of absence without pay will be granted for good cause and for reasonable lengths of time provided needs of the business permit and further provided that there is nothing in the record of the employee requesting the leave which would prevent his/her re-employment.
 1. Notwithstanding "A" above, an employee of more than one month of service who is sick and unable to resume work after seven calendar days of such sickness, or after the expiration of sickness benefit payments when such payments are made will be granted a leave of absence for a reasonable length of time unless eligible for coverage under the Long Term Disability Plan.
 2. Leaves of absence and reinstatements from anticipated disabilities will be handled in accordance with the Anticipated Disability Leave of Absence Program.
 3. Employees granted leaves after sickness benefits have been exhausted will have none of the period of such leaves included in computing their seniority.
 4. Where leaves are granted to employees with less than three months seniority, none of the period of leave will be included in computing seniority.

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5. Where leaves are granted to employees within twelve months after returning from prior leaves, none of the period of such subsequent leave will be included in computing seniority.
 6. In leaves granted under 26.01 and 26.02, subject to the restriction contained therein, and those granted to employees for training in the Armed Forces, the entire period of absence will be included in computing seniority. In all other leaves, except those specified in "3", "4" and "5" above, the first month only will be included in computing seniority.
 7. Leaves of absence for temporary employees will not be granted or extended beyond the period for which the temporary employee was hired or in the case of employees hired under Article 7, beyond the date of the technological change.
- B. A complaint that a leave of absence or reinstatement thereafter was not granted in accordance with this section will be subject to the grievance provisions contained in Article 21 but will not be subject to arbitration.
- C. The reinstatement rights of an employee returning at the expiration of an authorized leave which provides a guaranteed return right, are as follows when such employee has experienced no medical impairment (see 8.04) and has not been guilty of misconduct during the leave which would have been proper cause for discharge.
1. The employee will be reinstated in the same location on the same or an equal job at which he/she was working prior to the leave if work is available in such location and on such job; or
 2. In the event work is not available as described under "1" above, the employee will, upon his/her request, be granted an extension of leave and during such extension will retain his/her reinstatement rights under this section or until he/she is offered reinstatement under "1" above, provided that the total time from the beginning of the leave period

to the end of the last extension will not exceed two years;
or

3. In the event work is not available in "1" above, or in the event the employee does not elect to request an extension of leave under "2" above, the employee will be reinstated in the same location on a lower-rated job than the one on which he/she was working prior to the leave if work is available in such location on such lower-rated job; or
 4. In the event work is not available as described in "3" above, the employee will be reinstated in any other location where work is available on the same or an equal job at which he/she was working prior to the leave.
 5. If the employee requests reinstatement in any location other than as described in "1", "3" and "4" above he/she may be reinstated in that location on the same job held prior to the leave or on an equal or lower-rated job if he/she makes application in that location and work is available in such location and on such jobs.
- D. The reinstatement rights of an employee who desires to return from a leave before the expiration date of such leave will be as follows: If work is available in the location to which he/she wishes to return on the same, an equal or a lower-rated job and he/she has experienced no impairment which would render him/her unqualified to do the work and he/she has not been guilty of misconduct during the leave which would have been proper cause for discharge, he/she may be reinstated. Consideration will be given to his/her request for such reinstatement before any new employees are hired or temporary employees are reclassified to regular.
- E. When an employee on an authorized leave is offered work for a limited period and such work is accepted, the authorized leave will be suspended. Such work will not affect the expiration date of the leave and does not affect the reinstatement rights of the employee thus working nor any other employee on leave.

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1. Such a limited period will not exceed six weeks for any employee unless a longer period is agreed upon for any particular situation by the Company and the Union at the State Level.
 2. The employee will again be on his/her authorized leave at the termination of such assignment.
 - a. An employee who is working for a limited period under a suspended leave will, prior to its expiration and upon his/her request, be granted any extension of leave to which he/she is entitled upon the completion of the period previously authorized.
 - b. If work during a suspension extends beyond the expiration of the total leave limits and permanent employment is not available, the employee will be entitled to such termination pay as he/she would otherwise receive at the expiration of the leave limits.
 3. Prior agreement between the Company and the Union at the Executive Level is required to suspend a leave for a employee who went on leave from a title and within a location which is to be affected by a technological displacement.
- F. Employees re-employed after authorized leaves will exercise their seniority in accordance with Article 13.

6.02 Sickness Payments Prior to Eligibility under Short Term Disability Plan.

- A. The following unpaid waiting periods will apply to persons absent from scheduled work because of being sick prior to eligibility for payments under the Short Term Disability Plan:

Completed Seniority	Unpaid Waiting Period
Prior to 2 years	All
2 years but less than 5 years	2 Days
5 years but less than 8 years	1 Day
8 years & over	None

1. Employees will receive pay at the regular rate for scheduled time not worked on the day they become sick or return to work, except that employees with less than eight years of seniority will receive pay at the regular rate only for scheduled time not worked during the session they become sick or return to work.
 2. Only one waiting period, as specified in "A" above will apply to absences on account of the same case of sickness which begin in any fourteen day period. Each such period will consist of fourteen consecutive full calendar days and will begin with the day having the first unpaid session.
- B. Employees exempt from the Wage and Hour Sections of the Fair Labor Standards Act, as amended, will suffer no loss of regular pay for absence on account of sickness from scheduled work prior to or during the first seven consecutive calendar days of such absence.
- C. A part-time employee will not be paid for absence due to sickness not under the Short Term Disability Plan unless such absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work. Regular employees who are on the active payroll of the Company as of December 31, 1980, and who work part-time on or after January 1, 1981 will thereafter continue, during the current term of employment, to receive payments for the benefits and other items listed above on the same basis as was applicable to a part-time employee on December 31, 1980.

6.03 Extended Absence Due to Illness.

Payments for absence due to illness beyond the first seven consecutive days are made in accordance with the Short Term Disability Plan or the Long Term Disability Plan, whichever is appropriate.

6.04 Absences Excused with Pay.

- A. In addition to other provisions of this Agreement calling for absences with pay, employees will be excused without loss of regular pay for absences due to, and in conformity with, any of the following:
1. Jury or witness duty. If reasonable notice is given to his/her supervisor, an employee will suffer no loss of regular pay for the time necessarily consumed in the performance of jury or witness duty. No deduction will be made for any amount of monies received from civil authorities.
 2. Quarantine. Absence due to unavoidable quarantine by the health authorities or a physician designated by the Company will be subject to the same treatment as absence due to personal illness provided under 6.02.
 3. Deaths. If reasonable notice is given to his/her supervisor, an employee will suffer no loss of regular pay for a reasonable amount of scheduled time lost on account of death in the immediate family or household of such employee.
 4. Elections. If reasonable notice is given to his/her supervisor, an employee will suffer no loss of regular pay for a reasonable amount of scheduled time lost on account of service at the polls in connection with Federal, State, Municipal, County or Parish elections.
 5. Voting. Voting employees who are scheduled to work and cannot reach the polls to vote due to their work schedule during the time the polls are open will be allowed reasonable time off to vote with no loss of pay.

- B. Immediate family within the meaning of 6.04 will be defined as consisting of wife, husband, daughter, son, mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, grandchildren, step-parents, step-children, ***step-brother, and step-sister.***
- C. Household of employee means persons who regularly make their home with the employee as a part of the family.
- D. Absences excused with pay, other than those provided for in 6.04A, will be allowed by the granting of 37.5 hours of Personal Paid Time per year.
 - 1. Personal Paid Time (PPT) may be taken in increments of fifteen (15) minutes or more.
 - a. With proper notification to and approval by the employee's immediate supervisor Personal Paid Time may be taken for the following: medical and/or doctor's visits for self and family members, home conditions, personal meetings of a legal, financial or educational nature that cannot be scheduled outside of work hours, emergencies, or other personal needs.
 - b. Personal Paid Time will be taken for such absences, except as provided in 6.04A, until all Personal Paid Time is exhausted, after which such absences will be coded the appropriate non-pay code, unless such absences are of an impelling nature in which case they may be paid with supervisor's discretion.
 - 2. The Company will strive to honor all requests for Personal Paid Time within the limits of the needs of the business.
 - 3. The Company reserves the right to verify the validity of emergency conditions.
 - 4. Eligibility. Each Temporary or Regular employee who has at least six (6) months of seniority on January 1 of any given year will be eligible for the equivalent of five PPT days during such year. ***Employees who do not have at least six (6) months of seniority on January 1 will receive***

PPT upon the completion of six (6) months service according to the scale in 6.04D4c.

- a. Full-time employees will be entitled to PPT hours based on the number of hours in their normal work week as of January 1 of the calendar year, regardless of changes in their normal work week which occur during that year.
- b. Part-time employees will be eligible for PPT hours on a pro rata basis, based upon the ratio of such part-time employee's equivalent work week to the normal work week of a comparable full-time employee.
 - (1) Employees going from part-time to full-time status prior to July 1 of the calendar year will be allowed the additional hours necessary to bring them to the full entitlement, based on the number of hours in their new normal work week.
- c. Employees returning from a leave of absence or layoff who have not previously worked in the calendar year will be entitled to PPT in accordance with the following schedule:

<u>Return (or completion)</u>		<u>PPT Equivalent</u>	
<u>Date</u>			
January	thru	February	5 days
March	thru	April	4 days
May	thru	June	3 days
July	thru	August	2 days
September	thru	October	1 day
November	thru	December	0

5. Employees have an option to either carry forward unused PPT, up to 37-1/2 hours, from one calendar year to the next, or to be granted pay for unused PPT based on the employee's rate of pay as of 12-31 of the calendar year.

- a. Employees must choose such option by December 1st of the current year.
- b. Employees will receive pay, in lieu of carryover, for unused PPT in January of the succeeding year.
- c. Employees who leave the service of the Company prior to 12-31 of the calendar year, for reasons other than misconduct, with unused PPT will be paid for all unused carry forward PPT and current calendar year unused PPT on a pro rata basis as shown below.

<u>Leaving Service Date</u>		<u>PPT Equivalent</u>	
November	thru	December	5 days
September	thru	October	4 days
July	thru	August	3 days
May	thru	June	2 days
March	thru	April	1 day
January	thru	February	0

6.05 Absence Payment Limitation.

No payment beyond five (5) full days regular pay will be made during any calendar week because of absences from duty.

6.06 Military Service.

A. The provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994 will govern the obligations of the Company to grant employees leaves of absence for military service.

Employees ordered as members of a Component or Unit to attend a training period, normally not to exceed two weeks, or to active emergency service for a period not to exceed thirty (30) days, will be paid the amount, if any, by which their regular Company pay exceeds Government pay. It is not the intent to provide such payments for more than ten (10) work days in any one twelve (12) month period unless approved by the *Executive Director – Human Resources*.

Employees who enlist for the minimum period of the Armed Forces, or are members of a Component and are involuntarily ordered into active duty will be paid in accordance with the policy established by the Company at this time.

B. Concession Telephone Service.

1. When an employee is granted a military leave, concession telephone service may be continued during the period the employee is on leave provided the service is being furnished within the Company to the employee or a member of his/her family to whose support he/she contributes.

ARTICLE 7

FORCE ADJUSTMENTS

7.01 Reduction in Force.

A. The Company will endeavor to operate the business in a manner which will continue to provide employment security for all regular, full-time employees consistent with the needs of the business.

1. When, as a result of a technological change *or economic reason*, a force surplus exists, which may result in the displacement of regular, full-time employees, the Company will adhere to the following procedures to reduce or eliminate the detrimental impact of such displacement. In such event, the Company will notify the Union, in writing, at least *three (3)* months prior to *the effective release date*.
2. Following such notification provided in 7.01A1, the Company will meet with the Union at the Executive Level. The Union will be given the opportunity to make recommendations to decrease the detrimental effect of the technological *or economic* change on employees. The Company may consider the appropriateness of the following: