

# **NABET/CWA-NBC ENGINEERING AGREEMENT**

## **Coverin**

### **2002 Vacations**

#### **(1)**

- a.** The vacation period for 2002 shall be January 1, 2002 through December 31, 2002.
- b.** Vacations may be split into two (2) choices.
- c.** If three (3) or more vacation days are chosen in one (1) week, those days will constitute a week for the purpose of determining how many employees in each group are on vacation at the same time.
- d.** When two (2) or three (3) additional vacation days follow a vacation, Saturday and Sunday "Days Off, when requested will precede such days.
- e.** In addition to item "b" above, vacations may be split in any way by mutual agreement of the Union and Company.
- f.** Individual vacation days once selected for a specific date on the profile at the time of vacation selections cannot be changed without the mutual consent of the employee, the Company and the Union in writing.

Individual vacation days shall be negotiated, as part of the patterns established by the Union and the management for each individual area. Such patterns shall be posted on the vacation profile.

Vacation time that was designed by an employee to be taken as individual days, and for which no specific dates were selected at the time of vacation selections, shall be scheduled on a specific date upon the request of an employee and the approval of the Company. Both parties shall make an effort to process such requests and approvals in an expeditious manner. Approval for such requests shall not be unreasonably withheld.

#### **(2)**

For the purpose of vacation selections, all group lists will be frozen as of the signing of this agreement and will be part of this agreement.

#### **(3)**

Vacations shall not be traded between employees.

**(4)**

**a.** Saturday is the first day of a vacation week except where additional vacation days(s) are involved. Work cannot be scheduled on any day during any vacation week.

**b.** The Company, at the request of the employee, shall schedule at least two (2) days off contiguous to the employee's vacation; which days off may be designated by the employee. This shall apply to two (2) sets of such days off.

However, only one (1) set of such days off will be allowed during the week containing Christmas Day (12/25/02).

Beyond this, at the request of the employee, the Company will make a reasonable effort to schedule days off consecutive with either end or both ends of the employee's remaining vacation selections.

Consistent with the requirement that the Company make a reasonable effort pursuant to this Paragraph 4c, the Company shall have no absolute obligation to accommodate requests for such days off beyond those provided in Paragraph 4b. In the event that the Company foresees that it will not grant a request, it will give the employee timely notice after the completion of the vacation picks on that employee's profile. In the event that the Company subsequently finds it is able to grant such a request for particular days to fewer than all of the employees who are on the profile who have requested such days, seniority will govern.

**(5)**

**a.** Each individual shall have a maximum of one (1) working day or any part thereof to execute each vacation pick. Failure to do so within such period will result in that individual's losing that particular pick, and the selection option will then go to the next person on the list. For example:

It becomes the "A" pick turn for a given employee on the list on Monday at 12:01 a.m.

If that person is working on Monday, then the selection should be completed by 12:01 a.m. on Tuesday.

If the person is scheduled off Monday, then the selection would have to be completed by the end of their first scheduled day of work.

If that person fails to complete the "A" pick within the prescribed time frame, the option is lost, and the "A" and the

"B" picks will have to be made at the time that his/her normal "B" pick rotation comes up.

**b.** Management and the Union representative shall jointly attempt to contact employees who are sick, out of town, or are for other reasons, unavailable, in order to assist their making a timely vacation selection.

Nothing in this subparagraph (b) shall conflict with the provisions of subparagraph (a) above.

**(6)**

**a.** At least forty-five percent (45%) of the aggregate vacation entitlement for each group shall be included in the summer "Prime Time" on the Vacation Profile (i.e., from the week of May 27, 2002 up to and including the week of September 1, 2002). However, in Video Tape and Network EJ Editing, the number of employees allowed out on vacation in the "Prime Time" period shall be as much as allowed out in the period heretofore. The aggregate will include any vacation carried over due to Company request, but not any vacation carried over for personal reasons.

**b.** The vacation profile for each group's list will, during the Vacation Period, provide opportunity for no less than one hundred and ten percent (110%) of the total vacation entitlement for that group including all carry over weeks.

**(7)**

All 2002 vacation shall be taken in 2002 except for the following:

**a.** At the employee's request, one week may be carried over into 2003 for personal reasons. Additional weeks may be carried over into 2003 for personal reasons, if mutually agreed upon by the individual, the Company and the Union. All of these weeks must be taken outside of the "Prime Time" period in 2003.

**b.** If the Company requests that an employee carry over one or more weeks into 2003, an employee will be able to do so with the mutual agreement of the individual, the Company and the Union. All of these weeks will be added to the individual's 2003 vacation weeks, subject only to the selection rules and procedures that govern those weeks.

**c.** In addition to the above, it is understood that any request to carry over a week that is scheduled at the time of the

request, will be subject to written approval of the individual, the Company and the Union.

**d.** During the week which contains Christmas day (12/25/02), no fewer than the number of weeks made available during the highest week of Prime Time will be made available for vacation selection.

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