## ARTICLE XII

**Vacations and Paid Time Off**

**Par. 1.** The following plan is established for Va- cation Pay and Paid Time Off : Vacation Pay shall accrue and be paid in accord with the provisions of this Article but shall also be used as Paid Time Off (“PTO”) and to satisfy paid leave laws, to the extent and in the manner permitted by said laws. Where any paid leave law or other governing law requires the em- ployer to pay fringe benefits in accord with said law, the Company shall pay in addition to the Vacation Pay and PTO under this Article the fringe contributions required by this Agreement to the Funds for such hours of paid leave required by said law. The fringe contri- butions shall not be paid from an employee’s accrued Vacation Pay and PTO.

1. An employee who has worked less than five (5) years in the business shall receive Vaca- tion Pay and PTO credit on the basis of 6% of his regular hourly rate for all hours actually worked. An employee who has worked more than five (5) years in the business shall receive Vacation Pay and PTO credit on the basis of 8% of his regular hourly rate for all hours actually worked.

Vacation Pay and PTO shall begin to accrue on the first day of employment.

1. Unless prohibited by a paid leave law, and except as provided in Par. 1. (q) of this Article,

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the Vacation Pay and PTO accrued from January 1 of one year through June 30 of the same year shall be paid in full to the employee by July 15 of that year. The Vacation Pay and PTO accrued from July 1 of one year through December 31 of the same year shall be paid in full to the em- ployee by January 15 of the succeeding year.

1. An employee with less than five (5) years in the business who works 1750 hours or more but less than 2000 hours in any vacation and PTO year shall receive at least 120 hours of Vacation Pay and PTO. An employee with more than five (5) years in the business who works 1750 hours or more but less than 2000 hours in any vacation and PTO year shall re- ceive at least 160 hours of Vacation Pay and PTO. The vacation and PTO year shall run from January l through December 31.
2. Unless prohibited by a paid leave law, an employee with less than five (5) years of serv- ice must take all accumulated Vacation Pay and PTO up to fifteen (15) days in a calendar year. An employee with more than five (5) years of service must take all accumulated Va- cation Pay and PTO, up to twenty (20) days in a calendar year.
3. An employee shall have the option of taking any additional vacation and PTO ac- crued in excess of the amount stated under Paragraph 1. (d) above provided he has ob- tained prior approval from the Company or as permitted by any paid leave law.

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1. It is understood and agreed that work conditions must be taken into consideration when vacations are arranged. Time off for va- cation shall be taken as a full complete period whenever possible. PTO for other purposes may be taken in hourly or daily increments. Employees shall provide prior notice to the Company whenever possible.
2. Vacation Pay and PTO accrued will change from 6% to 8% on the first payroll pe- riod after the first month following comple- tion of five (5) years in the business. These five (5) years include the six (6) months pro- bationary period.
3. The local union shall furnish the Com- pany, on request, dates that Elevator Con- structor Mechanics, Elevator Constructor Helpers, Elevator Constructor Apprentices and Elevator Constructor Assistant Mechan- ics were first employed in the elevator indus- try.
4. When an employee leaves the Company, the employee’s accrued Vacation Pay and PTO as of the date of separation from the Com- pany, shall be paid out by separate check, along with a final check on the following pay date for all hours worked.
5. When an employee retires from the in- dustry, the Company shall pay any Vacation Pay and PTO he is owed within thirty (30) days after his retirement provided he notifies the Company in advance and in writing.

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1. Where vacations and PTO interfere by temporarily breaking up a team, the Company shall have the right to place the extra em- ployee to the Company’s advantage. Serious interference shall be taken up with the Busi- ness Representative.
2. Time spent outside the industry, whether or not a member of the local union, shall not count toward vacation and PTO eligibility sta- tus. An employee with at least one (1) year’s service in the industry who takes time off for service in the Armed Services shall have such service time counted toward his vacation and PTO eligibility status upon return to the indus- try.
3. Hours worked for the Company by a member of a local union, while outside of the jurisdiction of that local, shall count for Vaca- tion Pay and PTO.
4. Hours paid as holiday pay, Vacation Pay and PTO, or traveling time outside of the regu- lar working hours are not to be counted as hours worked when computing Vacation Pay and PTO (Exception: traveling time on over- time call-backs, whether emergency mainte- nance or emergency repair work, shall be counted as hours worked when computing Va- cation Pay and PTO).
5. At the time Vacation Pay and PTO is paid, Federal and State taxes shall be withheld on the basis of the number of weeks of vaca- tion and PTO or portion of a week of vacation

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and PTO the accrued Vacation Pay and PTO represents. The intent of this provision is that taxes will be withheld at weekly rates rather than the higher rates for a lump sum payment of Vacation Pay and PTO.

1. Notwithstanding any prior interpreta- tions or awards to the contrary, vacation and PTO can be used for any reason, including any reason set forth in any applicable present or future paid leave laws. The Company shall take no action that discourages or penalizes an employee’s exercise of his right to take va- cation and PTO.
2. Notwithstanding Par. 1(b), accrued Vaca- tion Pay and PTO shall be paid at the time it is used, at the request of the employee or re- quired by a paid leave law.
3. The provisions of any and all paid leave laws are expressly waived by the parties to this Agreement, to the extent permitted by such laws. Additionally, should any other mu- nicipality, county, state or other governmental agency adopt a law or regulation providing for paid leave for employees of employers signa- tory to a collective-bargaining agreement be- tween NEBA and the IUEC and such law or regulation permits the parties to elect a waiver of such paid leave, the parties agree that all such waivers are adopted and incorporated herein, to the extent permitted by law.
4. For those jurisdictions that do not pro- vide for a waiver of the paid leave law’s re-

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quirements, the parties to this Agreement ac- knowledge and agree that to the extent al- lowed by applicable law, the preceding provi- sions shall satisfy, and shall be construed to satisfy, the requirements of any and all laws or regulations requiring employers to provide paid leave to eligible employees. A Company may modify its procedures for implementing the preceding provisions to comply with any existing laws and new laws enacted during the life of this Agreement, upon prior notification to the Union and provided further that the ben- efits provided in the Article cannot be reduced.