

**ARTICLE IX
LEAVES OF ABSENCE**

~~(D) — Prolonged Disability:~~ **Section 1 – Medical Leave**

When an employee is expected to require absences from work for five (5) consecutive working days, they shall contact the Lockheed Martin Leave and Disability Center as soon as possible, but no later than eight (8) calendar days from the date their medical condition is known. It is the employee's responsibility to comply with all instructions issued by the Lockheed Martin Leave and Disability Center and failure to do so may result in the leave being denied and/or loss of seniority and employment. The Company will notify the Union of any changes to the medical leave policy or process in advance of their implementation.

An employee shall not be terminated by the Company because of a prolonged continuous illness or injury, provided the period of ~~disability~~ **medical leave of absence** is not longer than **twelve (12) months** ~~sixty (60) months~~ and **the employee is unable to perform the duties of their job with or without a reasonable accommodation.**, ~~upon being pronounced physically and mentally fit by the Company, shall be reinstated to the same or substantially equivalent job if such job is available to him in accordance with his seniority rights.~~

Employees on ~~prolonged~~ **medical leave of absence** must contact the Company and update their status at least once every ninety (90) calendar days unless they have a current ~~PROI~~ **medical leave certification** which specifies a date of return to duty.

An employee on ~~prolonged~~ **medical leave of absence** because of occupational illness or injury shall not be terminated from the Company because of such absence, regardless of its duration and such employee shall continue to accumulate seniority until ~~his~~ their reinstatement.

~~On all leaves of absence of ninety (90) calendar days or less, a~~ An employee shall accumulate seniority. ~~On medical leaves of absence exceeding ninety (90) calendar days, seniority shall continue to accumulate after ninety (90) days, for up to a maximum period of twelve (12) sixty (60) months. while on such leaves only for employees on prolonged leave for medical reasons; provided, however, that on leaves of absence heretofore or hereafter granted for Union business the employee shall accumulate seniority during such leaves.~~

~~Upon employee request, leaves of absence will be granted employees in accord with provisions established under the Family Medical Leave Act, at minimum, in effect at time of ratification.~~

The effective date of **medical** leaves of absence ~~for medical reasons normally~~ will be the last day worked except where the last day worked is the day before a holiday, in which event the holiday will be considered as the last day worked.

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If, however, the employee has earned unused vacation or **personal business sick leave** and requests payment for same prior to being placed on medical leave of absence, the effective date of the leave will be the last day of such vacation and/or **personal business sick leave**.

Section 2 – Union Leave

The Union may request, and the Company will grant, leaves of absence of three (3) days or more without pay, and excused absences of less than three (3) days without pay to Union members for Union business of Aeronautical Machinists Local Lodge 709 provided the service(s) being rendered is in direct support of Union operations (two members of the Union's Legislative Committee shall be released without pay for not more than three (3) days per week for a period not to exceed ten (10) weeks during the months of January thru March for the purpose of attending the Georgia Legislative Session). All such leaves and excused absences will be requested only in reasonable numbers and at reasonable times upon ~~twenty-four (24)~~ **seventy-two (72)** hours written notice to the Company except when such notice is waived by mutual agreement. Upon request, the Union will provide verification for the reason for the Leave of Absence for Union Business.

Leaves of absence for a period not to exceed six (6) months will be granted to not more than two (2) employees for business of the IAM&AW other than Aeronautical Machinists Local Lodge 709, except that by mutual agreement of the Union and the Company leaves of absence for a longer period or for additional employees may be granted. **Employees on an authorized Union leave shall accumulate seniority.**

Section 3 - Military Reserve ~~Training~~ Leave

Military leave shall be administered in accordance with the corporate policy currently in effect and as revised. The Company will notify the Union of changes in policy or processes as they occur. Nothing in this Agreement shall prevent the Company from making changes to this corporate policy on the same basis as that policy is revised with respect to non-bargaining unit employees.

~~An employee on the active payroll of the Company who is required to engage annually in two consecutive weeks (up to fourteen consecutive days) of military reserve training, including National Guard, and who has at least twelve (12) months of military reserve service credit immediately prior to commencement of the training period, shall, upon the employee's request, be granted a leave of absence for the period of training, and shall be paid the difference between the pay received for the training period (excluding subsistence, travel and quarters allowance) and the amount of wages the employee would have received during the training period had the employee worked his normal work schedule (excluding overtime) during the training period. Such employee will be paid for up to ten (10) working days during a calendar year which may be taken in increments of one (1) to ten (10) days. The "amount of wages" shall be determined on the basis of a forty (40) hour weekly work schedule (thirty two and one half (32 1/2) hours if the employee's normal work schedule was on graveyard shift) at the employee's regular rate in effect on the last~~

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~~day worked immediately preceding the date the training leave commences. The "regular rate", for purposes of this provision, shall include the employee's base rate plus shift bonus and other premium payments applicable to his normally scheduled working hours excluding overtime, to the extent such bonuses or premiums would have been applicable had the employee worked the same shift and weekly work schedule to which he was assigned during the last payroll period ending immediately preceding the date the training leave commences. To obtain payment under this provision the employee shall submit certification of participation in the training period and of the amount of pay received for the training period. (This provision effective December 1, 1974.)~~

Section 4 – Bereavement Leave

An employee shall be eligible for three (3) days unpaid bereavement leave each calendar year upon a death in **their** ~~his/her~~ immediate family. Employees shall provide verifiable evidence related to the reasons for this leave upon Company request. For purposes of this Section, immediate family shall mean: Mother, Father, **current Spouse, Same-Sex Domestic Partner, or children and their current spouses, siblings, step-siblings, half siblings, grandparents, step-grandparents, children, step-children, grandchildren or step-grandchildren** ~~Lockheed Martin Registered Dependents.~~

Section 5 - Jury Duty

When an employee is absent from work ~~in order~~ to serve as a juror or to report to the court in person in response to a jury duty summons, **he the employee** shall be granted pay for those hours ~~for which he is for such reason absent from work during a his- regular nine-hour day Monday through Thursday and a regular eight-hour day on a 9/80 work Friday.~~

Pay for such work time lost shall in no event exceed, for any one employee, a total of twenty (20) regular, **nine-hour days Monday through Thursday and a regular eight-hour day on a 9/80 work Friday** ~~eight (8) hour work days (or nine (9) hours when assigned to a nine/eighty schedule except for eight (8) on Fridays)~~ in any one calendar year. In extraordinary circumstances such period of time may be extended. **Jury Duty P** ~~pay for such work time lost~~ shall be computed at the employee's regular base rate of pay at the time of such absence excluding any overtime, shift bonus, or any other premium except the Cost-of-Living Bonus which shall be included. In no case will payment be made for jury duty performed on the sixth or seventh day of an employee's regular assigned work week or for hours in excess of the employee's regular **nine-hour day Monday through Thursday or regular eight-hour day on a 9/80 work Friday** ~~eight (8) hour work day (or nine (9) hours when assigned to a nine/eighty schedule except for eight (8) on Fridays).~~

If an employee assigned to the night shift or graveyard shift is absent from ~~his~~ work on ~~such shift~~ on the calendar day **he they** serves as a juror, such absence shall be deemed to be an absence from work in order to serve as a juror.

~~To receive pay for work time lost a~~ **An** employee must promptly present ~~his Department Head with~~ the notice the employee receives to report for jury duty and a statement signed by an official of the

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court certifying as to the employee's service as a juror or appearance in court for that purpose and, the date or dates of attendance— **to their Manager to receive pay under this section.**

When an employee is absent from work in order to serve as a witness in a case in a court of law to which he is not a party either directly or as a member of a class and where such absence is in response to a legally valid subpoena ~~he~~ **the employee** shall be granted pay for ~~those hours for which he is for such reason~~ absent from work during **regular nine-hour days Monday through Thursday and a regular eight-hour day on a 9/80 work Friday** ~~his regular eight hour day or regular five day work week. Such~~ **The employee must** ~~may be required to~~ submit evidence of such service as a witness to the Company in order to qualify for such payment. Pay for absence due to service as a witness shall be computed in the same manner as pay for absence due to jury duty as provided above.

~~Pay for work time lost for jury duty or service as a witness as provided above shall together not exceed, for any one employee, a total of twenty (20) regular eight (8) hour days in any one calendar year (or nine (9) hour days when assigned to a nine/ eighty schedule except for Fridays). In extraordinary circumstances such period of time may be extended.~~

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