~~SECTION~~ **ARTICLE** EIGHT

LEAVES OF ABSENCE

~~1.~~ **Section 1.** Leaves of absence without pay may be granted by the ~~Human Resources Vice President~~ **Labor and Employee Relations site lead**, or their designee**,** for periods up to thirty (30) **calendar** days during any one (1) **calendar** year. The granting or denying of such requests shallbe solely at the Company’s discretion. Each case shall be considered on its own merits.

~~2.~~ **Section 2.** Leaves of absence shall ~~in~~ no**t** ~~way~~ jeopardize the standing or rights of employees except that employees on leaves of absence shall not be eligible for any Automatic Rate Progression (ARP) that occurs during the leave period and except as otherwise provided in ~~Paragraph~~ **Section** 3 of this ~~Section~~ **Article**. Upon their return to service**,** the employee shall be placed on the last job held immediately prior to their leave of absence if they are qualified and the job is available**,** ~~in accordance with their~~ seniority **permitting** ~~rights~~. If such a job is not available, placement will be made ~~in accordance with~~ **according to** the applicable layoff, recall, regression or transfer provisions of ~~Section~~ **Article** Nine (Seniority). Their seniority shall ~~be~~ accrue~~d~~ through the leave.

Union Leaves

~~3.~~ **Section 3.** Employees of the Company who have been selected by the Union **as full time representatives of the Union for the purpose of serving District Lodge 776** ~~as President, Business Representative and Financial Secretary~~ shallbe granted leaves of absence without pay for a period of one (1) **calendar** year to take care of Union business provided that such employees have had twelve (12) **calendar** months of prior continuous employment with the Company, and provided that reasonable notice of request for leave is given. The time spent on ~~such~~ **Union** leaves shall be counted as days absent for purposes of determining vacation and personal business eligibility and ~~such~~ **any** eligibility shallbe in accordance with ~~Section~~ **Article** Seven (Vacation, Personal Business Leave and Bereavement Leave) of this Agreement. ~~Such~~ **A Union** leave of absence may be renewed and extended from year to year upon written request from ~~the~~ ~~Secretary of~~ the Union ten (10) **calendar** days prior to the expiration **of the existing leave** ~~thereof~~.

Military Leave

~~4.~~ **Section 4.** The Company and the Union, recognizing ~~that~~ the rights of employees under the Uniform Services Employment and Reemployment Rights Act of 1994, agree that nothing contained in this Agreement shall preclude the Company from re-employing such employees in compliance with its provisions or with related statutes.

~~4-A.~~ **Section 4-A.** Military **l**eave shallbe administered ~~in accordance with~~ **according to** the corporate policy 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.

Peace Corps or AmeriCorps VISTA (Volunteers in Service to America) Leaves

~~5.~~ **Section 5.** Employees who enter the Peace Corps or AmeriCorps VISTA, shallbe granted a leave of absence without pay for up to two (2) **continuous calendar** years, as applicable**,** for the service. An employee who leaves their employment with the Company for this purpose shallbe paid all earned, unused personal business leave as defined in ~~Section~~ **Article** Seven (Vacation, Personal Business and Bereavement Leave) of this Agreement, pro rata vacation and/or earned vacation and shall be entitled to reinstatement with seniority accumulated to the date of their reinstatement upon return from their service in the Peace Corps or AmeriCorps VISTA, provided that, the employee reports for reinstatement with the Company within ninety (90) **calendar** days after the expiration of their service with the Peace Corps or AmeriCorps VISTA. Seniority permitting, reinstatement after service in the Peace Corps or AmeriCorps VISTA, shall be on a current basis to the classification the employee would have held had they remained ~~in the~~ employ**ed by** ~~of~~ the Company.

Medical Leave

~~6.~~ **Section 6.** Leaves of absence for medical reasons shall be authorized for employees on the active payroll. The Company will notify the Union of any changes to the medical leave policy or processes in advance of their implementation. ~~Such~~ **Medical** leaves of absence shall be uniformly administered in a non-discriminatory manner~~:~~**.**

~~6-A.~~ **Section 6-A.** Once an employee on the active payroll becomes aware of a medical condition ~~which~~ **that** is expected to require **their** absence from work for ~~their first~~ five (5) consecutive working days **of their workweek schedule**, 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~~ **consistent with Company policy currently in effect and which may change from time to time**. **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 Company policy on the same basis as that policy is revised with respect to non-bargaining unit employees.** 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 may cease.

~~6-B.~~ **Section 6-B.** Any leave of absence shallbe limited to the length of time required for the employee to recover from their condi­tion. Extensions will be granted when required by the employee’s condition, providing the employee complies with all notice and report provisions as requested by the Lockheed Martin Leave and Disability Center. The employee must return to work on the employee’s first full work day that the employee is released by their treating physician to resume their job duties. Failure to do so shall be considered a voluntary termi­nation of employment. An authorized leave of absence under this ~~paragraph~~ **Section** shall not extend beyond ~~twenty-four (24)~~ **twelve (12)** months from the last day worked.

~~6-C.~~ **Section 6-C.** Upon returning from ~~such~~ **an** authorized **medical** leave, and being declared physically fit for duty, the employee shall be reinstated to a job ~~within~~ **in** the employee’s last job classification **that the employee held immediately preceding their leave**, if such a job is available, seniority permitting. If ~~such~~  **a** job **in the employee’s last classification** is not available, placement will be made ~~in accordance with~~ **according to** the applicable layoff, recall, regression or transfer provisions of ~~Section~~ **Article** Nine (Seniority).

~~6-D.~~ **Section 6-D.** In cases where a dispute exists between the Company and the Union because of a professional disagreement between the Company’s medical evaluator and the employee’s personal physician, a third physician (whose expenses shallbe shared equally by the Company and the Union), shallbe jointly selected by the Company’s medical evaluator and the employee’s personal physician. The decision by the third physician will be final on all matters related to the issue at dispute.

~~6-E.~~ ~~The vacation eligibility date and personal business leave eligibility date of the employee shall~~~~be established in accordance with Section~~~~Seven (Vacation, Personal Business and Bereavement Leave) of this Agreement.~~