

**TENTATIVE AGREEMENT**

**ARTICLE 15  
LEAVE OF ABSENCE**

**Section 15.1 Authorized Leaves of Absence.**

**15.1(a)** For the period indicated in each instance, leaves of absence (without pay except to the extent sick leave credit or vacation credit can be used and is used under and in accordance with Article 8) shall be granted to an employee on the active payroll:

**15.1(a)(1)** In case of accident or illness, for the period of time his/her injury or illness requires that he/she be absent from work. The Company may require satisfactory proof of such illness. Alcoholism or drug dependency may be the basis for granting medical leave as to individuals while under treatment at a generally recognized and accepted treatment center or hospital if such treatment is requested prior to the employee's having been terminated for unsatisfactory attendance or violation of other Company rules.

**15.1(a)(2)** In pregnancy cases, for the period of the employee's temporary physical incapacity caused by the pregnancy as verified by the employee's physician with concurrence of the Company medical staff. If there is a difference of medical opinion as to the employee's physical incapacity, the Company will solicit the opinion of a third physician. The Company shall be notified immediately upon medical confirmation that a pregnancy exists.

**15.1(a)(3)** For the period of time necessary to serve in the Armed Forces of the United States.

**15.1(a)(4)** In case he/she is appointed by the President or Directing Business Representative of the Union representing the particular unit, or elected, to a full-time Union position, for the period of time necessary to fill such position.

**15.1(b)** The Company may grant leaves of absence without pay for other reasons that the Company considers valid.

**Section 15.2 Return from Leave of Absence.**

An employee who applies for return from leave of absence on or before the expiration date of his/her leave will be returned in accordance with the following:

**15.2(a)** Where an employee returns from a leave of absence that was granted due to industrial injury or industrial illness and he/she is medically able to perform the job which he/she last held:

**15.2(a)(1)** he/she will be returned to it if this does not conflict with Article 22.

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**15.2(a)(2)** if this does conflict with Article 22, he/she will be considered for any job that he/she is qualified and able to perform, or (if a surplus occurred that would have affected him/her during such leave) be subjected to surplus procedures all in accordance with Article 22.

**15.2(b)** Where an employee returns from a leave of absence of the type described in Section 15.2(a) and he/she is medically not able to perform the job which he/she last held, he/she will be considered for any job that he/she is qualified and able to perform (or for any temporary light duty assignment that may be available at the Company's discretion), or (if a surplus occurred that would have affected him/her during such leave) be subjected to surplus procedures, all in accordance with Article 22.

**15.2(c)** Where an employee returns from a leave of absence that was granted due to nonindustrial injury or illness or because of pregnancy, and the period of the leave has not exceeded one (1) year, and he/she is medically able to perform the job which he/she last held, the steps and procedures of Subparagraphs 15.2(a)(1) and 15.2(a)(2) will apply.

**15.2(d)** Where an employee returns from a leave of absence of the type described in Section 15.2(c) and he/she is medically not able to perform the job which he/she last held, he/she will be considered for any job which he/she is qualified and able to perform, subject to Article 22. If placement is not effected, the employee may be placed on layoff.

**15.2(e)** If leave was granted due to nonindustrial injury or illness and the period of leave is in excess of one (1) year, the employee may be returned to the job title which he/she last held providing there is an opening in such job title and his/her placement in such opening is not inconsistent with Article 22; otherwise, he/she may be placed on layoff.

**15.2(f)** If leave was granted for military service or other requirements of law, the provisions of applicable laws shall apply.

**15.2(g)** If leave, irrespective of length, was granted for any reason other than those stated in Sections 15.2(a) to 15.2(f), inclusive, and in Section 15.2(h), the employee will be returned to the job title which he/she last held providing there is an opening in such job title and his/her placement in such opening is not inconsistent with Article 22; otherwise, he/she may be placed on layoff.

**15.2(h)** If leave was granted to accept a full-time position with the Union, the employee will be returned to the job which he/she last held if such job is then populated; if such job is not then populated he/she will be returned to one of equal grade.