

**Lockheed Martin Aeronautics Company – Clarksburg and Meridian**

**LAST, BEST, AND FINAL OFFER**

**TO CONCLUDE**

**2014 NEGOTIATIONS**

**SUBMITTED February 21, 2014**

**NON ECONOMIC PROPOSALS**

**SECTION 1**

**Section 1 of The Company Non-Economic Proposals provides a summary description of Non-Economic Proposals for Conclusion.**

**Section 2 of The Company Non-Economic Proposals provides language as the Proposal would be incorporated into the respective Article, Section, Paragraph, and/or line(s) in the Agreement.**

**The provisions of both the economic and non-economic proposal as contained herein is contingent upon written confirmation of acceptance of the package in its entirety by 10:00pm (EST) on Sunday, March 2, 2014.**

This is a complete package proposal for settlement of initial proposals by both Union and Company for non-economic modifications and amendments resulting from the 2014 Contract Negotiations. Except as set forth herein, it is proposed that all other non-economic provisions of Part A, C and I, Supplements and Letters of Agreement, of the Agreement currently in effect remain unchanged.

**PROPOSALS CONCERNING PART “A” ENTITLED, “PROVISIONS APPLICABLE TO THE ENTIRE MULTI-PLANT BARGAINING UNIT.”**

**PART A**

**Section 3(A) – Period of Agreement and Procedure for Amending or Replacing Agreement**

Nature of Amendment:

Provide for a 48-month Agreement – March 3, 2014 through March 4, 2018.

**PROPOSALS CONCERNING PART “C” and “I” ENTITLED, “PROVISIONS APPLICABLE TO CLARKSBURG/MERIDIAN PLANT REPRESENTED EMPLOYEES ONLY” INCLUDING SUPPLEMENTS AND LETTERS OF AGREEMENT RELATED THERETO.**

**PART C & I**

**ARTICLE IV – Seniority**

**Section 2 – Establishment of Seniority Rights**

**Tentative Agreement 02/13/2014**

Nature of Amendment:

The parties are agreeable to modify section (Part C, p.51 & Part I p.49) to provide for 120 day probation period for newly hired employees upon mutual agreement.

**Section 4 – Recall**

Nature of Amendment:

**Tentative Agreement 02/17/14**

The parties are agreeable to add new paragraph (5) (Part C, p.60 and Part I, p. 58) to allow discipline on record at time of layoff to remain on record at time of recall for up to 24 months.

#### **ARTICLE VI – Employee Privileges**

##### **Section 1, paragraph A – Vacations**

Nature of Amendment:

**Tentative Agreement 02/17/14**

In response to union proposal, the Company is agreeable to modify Section 1, paragraph A as follows:

- Add a new paragraph 8 to provide for employees placed on Leave of Absence to fulfill active military duty requirements will continue to accrue their appropriate allotment of vacation as defined in the agreement during the leave period.

##### **Section 4 – Leaves of Absence**

Nature of Amendments:

**Tentative Agreement 02/19/14**

- The parties agree to revise this section (Part C & I p.81) to provide for Leaves of absence without pay which may be granted to employees for a period not to exceed ten (10) working days during the year.

**Tentative Agreement 02/13/2014**

The parties are agreeable to modify paragraph 3 (Part C & Part I, p. 82) to provide for the following:

- Leaves of absence to be granted employees in accord with provisions established under the Family Medical Leave Act, at minimum, in effect at time of ratification.

##### **Section 8 – Educational Facilities**

Nature of Amendment:

**Tentative Agreement 02/13/2014**

The parties are agreeable to revise this section (Part C & Part I, p. 87) to provide for tuition reimbursement alignment with Corporate Policy (currently CRX 0551) in effect at the time of current contract ratification.

#### **ARTICLE VII – Pay Provisions**

##### **Section 7 – Pay Period**

Nature of Amendment:

**Tentative Agreement 02/13/2014**

The parties are agreeable to modify this section (Part C p. 97 & Part I p.96) to provide for an additional option for employees to receive pay.

**SUPPLEMENT "B"**  
**LETTERS OF PROCEDURE AND UNDERSTANDING**

**Letter 22 (Part I), Letter 24 (Part C) – Applicability of Recognition Awards**  
**Tentative Agreement 02/13/2014**

The parties are agreeable to add new letter to provide monetary or non-monetary awards, as well as interval based award tied to the achievement of performance metrics.

**New Letter – Acquisition of New Business**

The Company proposes a new letter to provide opportunity for the Union and Company to initiate discussions on the collective bargaining implications that may result from the Company pursuing new work at the site.

**SUPPLEMENT "C"**  
**ATTENDANCE STANDARDS – HOURLY EMPLOYEES**

**I. Procedures - Section (B) – Attendance**  
Nature of Amendments: **Tentative Agreement 02/13/2014**

The parties are agreeable to modify Supplement C as follows:

- Paragraph 5 to be modified to define consecutive days of absence to be only those absences in the same pay period.
- Paragraph 7 to add the phrase, "unless extenuating circumstances prevent such notice", to the 1<sup>st</sup> sentence.

**Section (C) – Attendance Related Discipline**  
Nature of Amendments: **Tentative Agreement 02/13/2014**

- The parties are agreeable to modify paragraphs 3 and 5 to provide further clarity around mitigation of discipline and definition of consecutive days of absence to be only those absences in the same pay period.
- The parties are agreeable to allow one (1) tardy per month which must be one hour or less in duration for all employees who have satisfactory attendance.

## **General Items**

### **Memorandum of Understanding – Tobacco Free Workplace      Tentative Agreement 02/13/2014**

Nature of Amendment:

The parties are agreeable to amend the 2008 memorandum of understanding to include a three (3) step discipline process, which will be implemented ninety (90) days subsequent to contract ratification.

The 1<sup>st</sup> offense will result in an Employee Performance Notice (EPN) plus 3-day suspension, as well as the requirement for the employee to enroll in the Quit For Life program within 10 days subsequent to returning from suspension. The 2<sup>nd</sup> offense will result in an EPN plus thirty (30) day suspension. The 3<sup>rd</sup> offense will result in termination of employment.

### **Agreement For Conclusion Insert – Current and Future Changes to Leaves of Absence Processes and Notification to Union**

Nature of Amendment:

The Company and Union confirmed their joint understanding regarding changes to the Leave of Absence Processes for Represented Employees effective June 2, 2014. Additionally, future changes to Corporate Policies CRX-534, 535, 537 will henceforth apply to represented employees and the Company will notify the Union of changes prior to implementation.

**As agreed to by the parties on February 13, 2014, Articles, Sections, and Paragraphs to be renumbered to reflect added or deleted provisions.**

**LAST, BEST AND FINAL OFFER**

**TO CONCLUDE  
2014 NEGOTIATIONS**

**SUBMITTED February 21, 2014**

**NON ECONOMIC PROPOSALS**

**SECTION 2**

**Section 1 of The Company Non-Economic Proposals provides a summary description of Non-Economic Proposals for Conclusion.**

**Section 2 of The Company Non-Economic Proposals provides language as the Proposal would be incorporated into the respective Article, Section, Paragraph, and/or line(s) in the Agreement.**

**The provisions of both the economic and non-economic proposal as contained herein is contingent upon written confirmation of acceptance of the package in its entirety by 10:00pm (EST) on Sunday, March 2, 2014.**

This is a complete package proposal for settlement of initial proposals by both Union and Company for non-economic modifications and amendments resulting from the 2014 Contract Negotiations.

Except as set forth herein, it is proposed that all other non-economic provisions of Part A, C and I Supplements and Letters of Agreement, of the Agreement currently in effect remain unchanged.

**PROPOSALS CONCERNING PART “A” ENTITLED, “PROVISIONS APPLICABLE TO THE ENTIRE MULTI-PLANT BARGAINING UNIT.”**

**PART A**

**Section 3(A) – Period of Agreement and Procedure for Amending or Replacing Agreement**

(A) This Agreement shall remain in full force and effect from **March 3, 2014**, until and through **March 4, 2018** and thereafter from year to year unless either the IAM&AW or LM AERO - MARIETTA gives notice in writing to the other party to this Agreement during the period from December 31, **2017**, or during a like period in any subsequent year proposing modifications or amendments to this Agreement. Such notice shall specify the modifications or amendments desired. All of the parties to this Agreement agree to commence negotiations within fifteen (15) days after the giving of such notice and it is the intent of the parties to confine negotiations to such modifications or amendments as are specified in such notice. **However, the 15 day time period for commencing negotiations may be extended by mutual agreement.** In the event of a failure of the parties to reach an Agreement upon such modifications or amendments by **March 4, 2018**, or by the first Sunday in March of any subsequent yearly period for which this Agreement remains in full force and effect, either the IAM&AW or LM AERO - MARIETTA, at any time thereafter, may terminate this Agreement. **Observers or specialists (excluding IAM Grand Lodge representatives) may participate in the above referenced negotiations if mutually agreed upon by the parties.**

**PROPOSALS CONCERNING PART “C” and “I” ENTITLED, “PROVISIONS APPLICABLE TO CLARKSBURG AND MERIDIAN PLANT REPRESENTED EMPLOYEES ONLY.” INCLUDING SUPPLEMENTS AND LETTERS OF AGREEMENT RELATED THERETO.**

**PART C & I**

**ARTICLE IV – Seniority**

**Section 2 – Establishment of Seniority Rights (Part C, p.51 & Part I, p.49)**

Ninety (90) calendar days after an employee starts to work, he shall acquire seniority rights, and his seniority shall be retroactive to his starting date. During the first ninety (90) calendar days of his employment, he shall be considered probationary, and his retention as an employee shall be entirely within the discretion of the Company. **This period may be extended by mutual agreement between the Company and Business Representative for a**



**total period not to exceed one hundred twenty (120) calendar days after an employee starts to work.** On matters other than discharge or layoff, such employee shall be entitled to the same representation as other employees as set forth in Article I, Section 1.

If an employee is laid off during his probationary period and subsequently rehired, and seniority accumulated during the twelve (12) months immediately preceding his rehire date shall be counted toward his probationary period. If such service is not continuous, the employee's seniority date shall be established as of a date ninety (90) calendar days **or one hundred twenty (120) calendar days** respectively prior to the completion of the probationary period.

**Section 4 – Recall** para 1, (p.57 & p.58)

Employees shall be recalled from the recall list into the classification in which the opening exists in order of seniority, where ability, skill and efficiency are substantially equal. Upon recall to a classification of employees who become eligible for recall and who possess the same seniority date, such employee(s) possessing prior service will be given preference (where prior service information is available) in the following order; Clarksburg Hires/Meridian Hires, Lockheed Martin Aeronautics Hires, Lockheed Martin Corporation Hires and Others.

**When an employee is laid off with attendance discipline on their record, and is subsequently recalled, the employee’s attendance discipline record will be treated as follows:**

<b>LAYOFF PERIOD</b>	
<b>0 to 12 months</b>	<b>Attendance discipline on record at time of layoff remains on record</b>
<b>12 to 24 months</b>	<b>Attendance discipline on record at time of layoff reverts back one step in the progressive discipline process for attendance</b>
<b>After 24 months</b>	<b>Employee’s attendance record considered satisfactory</b>

**ARTICLE VI – Employee Privileges**

**Section 1, paragraph A – Vacations (New paragraph 8; Part C, p 73 & Part I, p.72)**

**(8) Employees who are placed on a leave of absence to fulfill active military duty requirements will continue to accrue their appropriate allotment of vacation as defined herein on a monthly basis during the leave period provided the employee submits to the Company the associated Military paperwork prior to leave commencement.**

Vacation accrued under this provision is not subject to payout during the leave period, but will be available for employee use upon return to the active payroll. Employees who terminate their employment while on leave of absence or who fail to return from leave within five working days of leave expiration in accord with Article IV, Section 8 will be paid their accrued vacation balance at the time of leave commencement. If the military leave is greater than thirty (30) days, Military Discharge paperwork is required before the employee is allowed to return to work.

**This provision will become effective as soon as administratively practical as deemed by the Company following the effective date of the contract.**

#### **Section 4 – Leaves of Absence, paragraph 1 modification, and paragraph 3 modification (Part C & Part I, p. 81)**

Paragraph 1:

Leaves of absence without pay may be granted employees for a period not to exceed ~~twenty (20)~~ **ten (10)** working days during the year. Such request shall not unreasonably be denied, however, if the request is not granted, the Department Manager shall give the employee written notice why the request is denied. In the event an employee protests the Department Head's refusal to grant such a leave of absence, the matter will be referred to supervision at the office manager level for final determination. For good and sufficient reason the Company may extend the period of the leave. The leave of absence shall not in any way jeopardize the employee's standing with the Company.

Paragraph 3:

Upon employee request, leaves of absence will be granted ~~female employees because of pregnancy through the third month following delivery~~ **in accord with provisions established under the Family Medical Leave Act, at minimum, in effect at time of ratification.** ~~Such employee, who has acquired seniority as provided in Article IV, Section 2, may commence the leave of absence at the end of the third month of pregnancy.~~

#### **Section 8 - Educational Facilities, (Part C & I p.87)**

An employee satisfactorily completing an outside training course which has been approved in writing by the Company prior to the employee's beginning such course **will be reimbursed in accord with Corporate Policy (CRX 0551) in effect at the time of current contract ratification.** ~~by the~~

Company in an amount equal to one hundred percent (100%) of the approved tuition fee paid by the employee.

### **Article VII – Pay Provisions**

#### **Section 7 – Pay Period (Part C p.97, Part I p.96)**

The pay period shall be from Saturday to and including the following Friday. ~~Paychecks~~ ***Monies owed*** to employees shall be issued either by direct deposit, ~~or~~ mail or ***pay card*** normally on Friday, but no later than seven (7) days after the end of the pay period and shall represent the earnings of the employees during that pay period.

Supplement "B"

Letters of Procedure And Understanding

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February 13, 2014

Mr. Pete Threatt, President  
International Association of Machinists and Aerospace Workers,  
A.F. of L.-C.I.O.  
Local Lodge 2386  
P.O. Box 88  
Marion, Mississippi 39342

Dear Mr. Threatt:

We acknowledge the value of giving special recognition awards for exceptional and/or significant improved performance to teams as well as individual employees where the Company, in its sole discretion, identifies an individual employee or group of employees who have made significant contribution(s) to the Company, a special recognition or spot award may be utilized for recognizing the employee(s) **in the form of a monetary or non-monetary award**. This contribution may be demonstrated in a single one-time event or over a period of sustained high performance and **may include an interval based award tied to the achievement of performance metrics as defined by management. The Company will inform the Union when team-based awards are granted.**

The issuance of Special Recognition or Spot Awards will be in accord with Aero Code policy AC-3697.

Sincerely,

Lockheed Martin Aeronautics Company

s/Kitty Smith  
Labor Relations Representative, Sr.

LS:res

February 13, 2014

Mr. Tony Blidgett, President  
International Association of Machinists and Aerospace Workers,  
A.F. of L.-C.I.O.  
Local Lodge 1027  
American Legion Building  
270 East Main Street  
Clarksburg, West Virginia 26301

Dear Mr. Blidgett:

We acknowledge the value of giving special recognition awards for exceptional and/or significant improved performance to teams as well as individual employees where the Company, in its sole discretion, identifies an individual employee or group of employees who have made significant contribution(s) to the Company, a special recognition or spot award may be utilized for recognizing the employee(s) **in the form of a monetary or non-monetary award**. This contribution may be demonstrated in a single one-time event or over a period of sustained high performance and **may include an interval based award tied to the achievement of performance metrics as defined by management. The Company will inform the Union when team-based awards are granted.**

The issuance of Special Recognition or Spot Awards will be in accord with Aero Code policy AC-3697.

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Local Lodge 1027  
American Legion Building  
270 East Main Street  
Clarksburg, West Virginia 26301

February 13, 2014  
**Amended February 14, 2014**  
**Amended February 18, 2014**  
**Amended February 19, 2014**

Dear Mr. Blidgett:

The Company and Union recognize that in order for Lockheed Martin to compete as a world class aircraft manufacturer, the Site must strategically leverage existing resources while eliminating inefficiencies which may exist in the current ~~hourly~~ Site structure. Additionally, in order to sustain Site competitiveness and attract potential future investment opportunities for ensuring business viability and continuity, the parties are committed to joint collaboration in new business ventures.

In order to facilitate this joint collaboration, upon mutual agreement, the parties **may mutually** agree to enter into 'position to win' discussions when a new business venture is identified by the Company. These discussions could include wage and benefit economic targets and operational modifications that would need to be achieved in order to submit a proposal for new business. **Provided the membership votes and ratifies any modified operational agreements previously discussed**, the parties agree to open the collective bargaining agreement subject to a new program award for the purpose of integrating the new program work into the existing contractual provisions of the CBA, **and** any modified operational agreements previously agreed to **and in order** to enact the ~~agreed upon~~ wage and benefit agreements achieved in the position to win discussions.

Sincerely,

Lockheed Martin Aeronautics Company

s/Kitty Smith  
Labor Relations Representative, Sr.

LS:res



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Mr. Pete Threatt, President  
International Association of Machinists and Aerospace Workers,  
A.F. of L.-C.I.O.  
Local Lodge 2386  
P.O. Box 88  
Marion, Mississippi 39342

February 13, 2014  
**Amended February 14, 2014**  
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Dear Mr. Threatt:

The Company and Union recognize that in order for Lockheed Martin to compete as a world class aircraft manufacturer, the Site must strategically leverage existing resources while eliminating inefficiencies which may exist in the current ~~hourly~~ Site structure. Additionally, in order to sustain Site competitiveness and attract potential future investment opportunities for ensuring business viability and continuity, the parties are committed to joint collaboration in new business ventures.

In order to facilitate this joint collaboration, upon mutual agreement, the parties **may mutually** agree to enter into 'position to win' discussions when a new business venture is identified by the Company. These discussions could include wage and benefit economic targets and operational modifications that would need to be achieved in order to submit a proposal for new business. **Provided the membership votes and ratifies any modified operational agreements previously discussed**, the parties agree to open the collective bargaining agreement subject to a new program award for the purpose of integrating the new program work into the existing contractual provisions of the CBA, **and** any modified operational agreements previously agreed to ~~and~~ **in order** to enact the ~~agreed upon~~ wage and benefit agreements achieved in the position to win discussions.

Sincerely,

Lockheed Martin Aeronautics Company

s/Kitty Smith  
Labor Relations Representative, Sr.

LS:res



**SUPPLEMENT "C"**  
**ATTENDANCE STANDARDS – HOURLY EMPLOYEES**

**Procedure, Section "B" – Attendance, Paragraph 5 (Part C p.151 & Part I p.157)**

5. For so long as an employee does not currently have a disciplinary action on their record for unsatisfactory attendance, consecutive days of absence caused by the same illness **within the same pay period** will be considered as a single occurrence. Grouping of consecutive days of absence will not be allowed for employees who have current disciplinary action on their record for unsatisfactory attendance.

7. All absences must be reported, preferably in advance, but in any event within two hours of the start of the first shift of absence, to the designated absence report number, **unless extenuating circumstances prevent such notice**. When reporting absence, if an employee anticipates that the absence will be for three days or less, the day of contemplated return should be specified. Thereafter, it will not be necessary to report the absence unless the employee cannot return to work on the day specified. If the expected absence is for more than three (3) days, the employee must call to report the continuing absence each three (3) days. Any unreported absence without a reasonable explanation for failure to notify the Company will be an infraction of this Attendance policy and treated as a failure to follow instructions.

**Section "C" – Attendance Related Discipline, Paragraphs 3 & 5 (Part C p.160–p.162 & Part I p.155-p.157)**

3. Disciplinary action for unsatisfactory attendance should be taken on a progression basis. It starts with a verbal warning and progresses to stronger measures if the problem continues to exist (based on the irregularities since the date of any prior discipline **was issued** for attendance). ~~Should the time span on the active payroll between the prior discipline and the current discipline exceed 12 months, the previous discipline will be repeated, and should the time span on the active payroll exceed 18 months, the discipline to be currently issued will revert to the step taken prior to the last previously administered discipline. However, in no instance shall the discipline currently being administered revert to less than the discipline normally administered for a first offense.~~ The attendance record should be reviewed with your ~~Human Resources~~ **Labor Relations** representative prior to issuing discipline for unsatisfactory attendance.

5. Attendance Related Discipline may be mitigated based on a serious demonstration of attendance improvement as follows:

- a. If, after assessment of a disciplinary penalty, an employee maintains perfect attendance **and/or does not receive subsequent attendance related discipline** ~~for a period of six (6) months as defined below,~~ while on the active payroll (do not count absences where the

employee utilizes accrued vacation or sick leave, approved Family Medical Leave, Military Duty, Union Business, or Jury Duty), the penalty will be ~~cancelled insofar as issuance of subsequent disciplinary actions~~ **cancelled** (i.e., the disciplinary action remains on the record but is not considered in the event of subsequent unsatisfactory attendance) **as follows:**

- **6 months of perfect attendance = satisfactory attendance**
- **12 months without subsequent discipline = Penalty is repeated**
- **18 months without subsequent discipline = Penalty is reduced one step**
- **24 months without subsequent discipline = Attendance is considered satisfactory and attendance related discipline will be removed upon employee request.**

If the discipline that is cancelled is a Verbal Warning, the employee's attendance will then be considered satisfactory and therefore, consecutive days of absence caused by the same illness **within the same pay period** will be considered as a single occurrence. Additionally, if the discipline that is cancelled is a Verbal Warning, the employee's attendance will then be considered satisfactory and therefore, the employee will be allowed one (1) tardy per month which must be one hour or less in duration. This tardy will not be counted as a chargeable attendance irregularity for the purpose of disciplinary action. ~~No more than three (3) tardies shall be allowed in any six (6) month period.~~ Additional tardies will be considered attendance irregularities. However, in no instance shall the discipline currently being administered revert to less than the discipline normally administered for a first offense.

~~b. If, after assessment of a disciplinary penalty, an employee does not receive subsequent attendance related discipline for a period of twelve (12) months while on the active payroll the penalty will be reduced one step for purposes of assessing future attendance related discipline.~~

~~c. If, after assessment of a disciplinary penalty, an employee does not receive subsequent attendance related discipline for a period of twenty four (24) months while on the active payroll his/her attendance will be considered acceptable and all attendance-related discipline will be removed upon employee request.~~

## **GENERAL ITEMS**

MEMORANDUM OF UNDERSTANDING  
REGARDING  
TOBACCO FREE WORKPLACE  
**(REVISED 2014 NEGOTIATIONS)**

1. This memorandum is entered into agreement between Lockheed Martin Aero – Marietta and IAM Local Lodge 709 as a result of the 2008 contract negotiations.
2. This memorandum is designed to improve the health and quality of life for employees, help contain medical cost escalation, and reduce absenteeism.
3. Employees will not be permitted at any time to smoke, chew, sell or otherwise use tobacco while on company owned or leased property.
4. Tobacco products include, but are not limited to, cigarettes, cigars, cigarillos, pipes, chewing tobacco, snuff, or any similar product.
5. Violations of this memorandum will be addressed in **the following manner:** ~~the same manner as other policy violations. A four-step progressive discipline process, up to and including termination, will be utilized.~~
  - **1<sup>st</sup> offense - Employee Performance Notice (EPN) plus 3-day suspension. Upon return to work the employee is required to enroll in the Company sponsored Quit For Life Program or subsequent Company sponsored Program and provide Labor Relations validation of enrollment within ten (10) working days.**
  - **2<sup>nd</sup> offense - EPN plus 30 day suspension**
  - **3<sup>rd</sup> offense - Termination**
6. Implementation of this memorandum will take effect ~~six (6) months~~ **ninety (90) days** subsequent to ratification of the ~~2008~~ **2014** collective bargaining agreement.
7. All tobacco cessation programs currently in place by Company shall be maintained for two (2) years from ratification of contract.

**Agreement for Conclusion Insert**

**February 13, 2014**

**LETTER OF UNDERSTANDING  
Changes to Leave of Absence Processes for Represented Employees**

This letter shall serve to confirm the understanding between the Company and the Union regarding changes to the Leave of Absence Processes for Represented Employees.

Effective June 2, 2014, consistent with Company policy:

1. Employees will report initial leave claims no later than the 8<sup>th</sup> calendar day of absence. The Family Medical Leave (FML) effective date will match STDL effective date, but be no earlier than 8 days prior to reporting.
2. Employees must report intermittent time, via IVR or live representative on the same day the absence occurs, in addition to reporting time off to their manager. Late reported absences will be denied as FML time unless there are extenuating circumstances.
3. If any new leaves are received with certification indicating 5 days or more per month, the LMLDC will contact the employee to advise that the provider will need to submit clarification.
4. If a Military leave is greater than 30 days, Military Discharge paperwork will be required before the employee is allowed to return to work.

Future changes to Corporate Policies CRX-534, 535, 537 will henceforth apply to represented employees and the Company will notify the Union of changes prior to implementation.