ARTICLE 14

LEAVES OF ABSENCE

A. Personal Leave of Absence

Upon written request to a Company designated representative, the Company may, at its discretion, grant an employee an unpaid personal leave of absence. Such request will not be unreasonably denied. An employee will retain and accrue Fleet and Passenger Service seniority but not longevity for purposes of pay and benefits during the leave. No employee on a personal leave of absence may be gainfully employed without first receiving written approval from the Company.

B. Medical Leave of Absence

Upon written request to a Company designated representative accompanied by satisfactory medical evidence of his inability to perform the duties of his position, an employee, who is either ineligible for or has exhausted his sick leave, will be granted an unpaid medical leave of absence not to exceed a continuous period of two (2) years. During such leave, an employee will retain and accrue Fleet and Passenger Service seniority. An employee will accrue longevity for purposes of pay and benefits for the first ninety (90) days of such leave and thereafter retain longevity.

C. Union Leave of Absence

At the request of the Union and with thirty (30) days' notice, an employee will be granted an unpaid leave of absence to accept employment with the Union for a minimum duration of thirty (30) days up to three (3) years. No more than twelve (12) employees may be on Union leave of absence at any one time. During such leave, an employee will retain and accrue Fleet and Passenger Service seniority. An employee will accrue longevity for purposes of pay and benefits while on such leave. The Union will provide an estimated return date for each employee on Union leave and the employee will provide a minimum of seven (7) days' notice of intent to return at the end of the leave.

D. Family and Medical/Military Leaves of Absence

Requests for military, and family and medical leaves of absence will be granted in accordance with applicable law. Such leaves will be unpaid except as provided herein. Employees must exhaust sick and then vacation time if the leave is for their own illness. Employees must exhaust vacation time if the leave is to care for a family member. An employee on

a military or family and medical leave of absence will retain and accrue seniority and longevity.

E. Workers' Compensation

The Benefits Coordinator will administer Worker's Compensation claims in accordance with the applicable rules and regulations. It is the responsibility of the employee to report any occupational injury or illness within forty-eight (48) hours or as soon as possible. A co-worker may report an injury to a supervisor or Company representative should the employee be physically unable.

F. Jury Duty

- 1. An employee who is summoned to jury duty will notify a Company designated representative as far in advance as possible of the scheduled jury duty.
- An employee will be granted an excused absence to serve jury duty.
 An employee will be paid at his straight time rate of pay for all scheduled hours of work missed while on jury duty, minus any amount the employee receives from the court. No salary adjustment will be made for transportation, meals or other allowances granted by the court.
- 3. When jury duty has ended, an employee will not be required to report to work until his next scheduled duty assignment after the day on which he was released from jury duty. An employee called for jury duty whose services in court are not required on a day that he was scheduled to work must report to work.
- 4. When jury duty has ended, the employee must furnish the Company with a written statement provided by the court validating his dates of attendance.
- 5. Employees who are required to appear in court as a result of a subpoena or to give a deposition to an attorney or to a law enforcement official may request time off without pay which will not be unreasonably denied.

G. Bereavement Leave

 In the event of the death of his spouse, child, step-child, parent, stepparent, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild, or legal guardian, ward or domestic partner, an employee will be granted a bereavement leave of absence for up to three (3) days. A death certificate or an obituary

- notice from a church or newspaper will be accepted a proof of eligibility for bereavement leave.
- 2. An employee will be paid at his regular straight-time rate of pay for scheduled hours missed because of bereavement leave.
- 3. Upon request, the Company may grant, at its discretion, additional leave in the event of unusual circumstances. An employee will use earned vacation time, if available, to be paid at his straight time rate of pay for scheduled work hours missed while on such additional leave, or such leave will be unpaid.
- 4. If a death in the immediate family occurs during an employee's vacation, bereavement leave under this provision will commence on the date of death. The vacation will be rescheduled by mutual agreement of the employee and the Company.

H. Parental Leave

- An employee will be allowed two (2) paid and one (1) unpaid day off from work due to the birth or adoption of a child. The foregoing days off for the birth of a child shall not be provided to any employee who takes an equivalent or greater number of days off for maternity leave (STD).
- 2. An employee will be paid at his regular straight time rate of pay for scheduled hours missed for the two (2) paid days because of parental leave.

I. General

- An employee's return to work after a leave of absence must be coordinated with a Company designated representative. The Company may require, if applicable, a physician's statement verifying that the employee is able to perform the duties of the position to which he is returning.
- 2. An employee returning from a leave of absence will return to the position and station to which he was assigned immediately before the leave began, subject to any necessary training in accordance with Section 9 (Training) of this Agreement and provided the employee has sufficient seniority to hold the former position and station. If the employee cannot hold the position or the station no longer exists, the provisions of Section 4 (Filling of Vacancies) will apply.