

**Attendance Program for Springfield (P&M)  
Tentative Agreement  
January 15, 2019**

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The Union and the Company both agree that it is critical to the success of our organization that the employees are at work during the regularly scheduled work week. We both realize that employees are our most valuable asset and in order for Navistar to flourish, new standards and opportunities must be explored.

In order to move into "Best in Class" industry, the Company and the Union jointly encourage employees to be at work. Their skill and ownership in the process is a key element to our success and our ability to compete in the global market.

Work attendance creates an environment in which pride in workmanship, customer satisfaction, enhanced job security, and improved quality is demonstrated in the product we market.

It is the Union and the Company's intent to encourage employees rather than penalize them for absences. In an effort to ensure optimum attendance, the Company and the Union have jointly agreed upon the following modifications to The Main Labor Contract and attendance policy.

**VACATION MODIFICATION**

1. Employees will no longer be required to schedule vacation hours in 40 hour increments. Employees will have the ability to take vacation in 8 hour increments.
2. Employees will no longer be required to schedule vacation during the annual vacation planning process other than for designated vacation shutdown periods.
  - a) The scheduling process will start with the scheduling of full weeks of vacation and then the scheduling of individual day(s) both in seniority order. Any additional vacation and requests during the calendar year, either weeks or days, will be subject to availability within the department allowance on a first come first serve basis.
3. Departmental scheduling will include vacation scheduled for all weeks in the calendar year. The number of vacation allowances per week per department will be determined by the Company, however sufficient hours will be open to schedule all vacation hours for departmental employees.

4. Employees reaching a vacation service milestone during the calendar year will have the increased vacation eligibility hours applied at the start of that calendar year. This does not apply to employees with less than 1 year of service who have not yet acquired vacation eligibility.
5. This policy will eliminate contract language that applies when a holiday falls within an employee's scheduled vacation period. Instead of an additional day off prior to or after the vacation period, the employee will be paid 32 hours of vacation and 8 hours of holiday pay. This change will also eliminate contract language allowing the ability to have less than 40 hours of vacation remaining and still take 40 hours as excused absence.

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## **EXPECTATIONS FOR ATTENDANCE AND REPORTING**

When an employee is going to be absent or late and such absence has not been pre-approved, the employee must notify the Company at least 20 minutes before their scheduled starting time unless the employee provides documentation of a verifiable emergency. Employees who fail to comply with the reporting requirement will be assessed occurrences as set forth below.

Employee must call in to their designated Absence Reporting Number to report each day that they are going to be absent or late and must complete the call-in process by providing their name and reason for absence

Approved FMLA does not excuse an employee's responsibility to follow the process for reporting absences or being late to work. Employees utilizing an FMLA absence will be required to exhaust both eligible/unused PAA hours and eligible/unused vacation hours, other than those hours applicable to the vacation shutdown periods.

## **ATTENDANCE OCCURRENCE ASSESSMENT AND ACCUMULATION**

This procedure will apply to all employees who have acquired seniority and is separate and distinct from the normal corrective disciplinary procedure:

Actions taken by Management as a result of the corrective action steps of this procedure are subject to the Grievance Provisions as outlined in The Main Labor Contract. Grievances will be accepted for procedural and administrative issues only for occurrences 1 thru 3. Grievances for occurrences 4 thru 6 are subject to all provisions of the Main Labor Contract and will be reviewed by the Bargaining Chairperson and the HR Manager.

This program distinguishes between a "Tardy Occurrence" and a "Full Occurrence" as further described below. An employee who incurs three tardy occurrences related to tardiness or not calling in 20 minutes or more before his or her scheduled start time within a 12-month rolling year will be assessed a full occurrence under the attendance progressive disciplinary process. The employee will receive an additional full occurrence under the attendance progressive disciplinary process for every three additional tardy/call in occurrences during a 12-month rolling year.

Attendance occurrences will be assessed as follows:

#### Tardiness

1. If an employee does not report or call in to report their tardy 20 minutes before their scheduled start time, they will be assessed one tardy occurrence in addition to those occurrences assessed for being tardy, but no more than a total of two tardy occurrences for each instance.
2. Tardiness of two (2) hours or less from the start of the shift will be assessed one tardy occurrence.
3. Tardiness of greater than two (2) hours but less than four hours from the start of the shift will be assessed two tardy occurrences.
4. Notification of occurrences will be provided within two (2) work days after the employee returns to work.

#### Absences

1. If an employee does not report or call in to report their absence 20 minutes before their scheduled start time, they will be assessed one tardy occurrence in addition to the occurrence assessed for being absent that day.
2. Tardiness/Absences greater than four (4) hours or more will be assessed one occurrence.
3. Two consecutive days of absence will be assessed one occurrence.
4. If an employee is absent three or more consecutive days they will be assessed two occurrences.
5. Five or more consecutive days of absences requires an approved leave.

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**APPROVED ABSENCES**

Approved absences for which no occurrences will be assessed are as follows:

|                                                                                                  |                                                                         |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| Vacation Scheduled and approved before the end of the shift the prior day                        | Bereavement                                                             |
| PAA Scheduled and approved before the end of the shift the prior day                             | Jury/Witness Duty                                                       |
| Disciplinary Suspension                                                                          | Military Duty                                                           |
| Approved Leave of absence                                                                        | Union leave of absence                                                  |
| Approved Disability of more than Five Consecutive Days                                           | Employees transported from work by squad to the hospital                |
| Approved FMLA/ADA                                                                                | Worker's Compensation Leave                                             |
| Level 3 snow warning issued by Clark County effective prior to the start of the respective shift | Employees deemed unable to work and sent home by the Medical Department |
| Approved Disability of less than Five Consecutive Days which results in disability pay*          |                                                                         |

\* If an employee applies for disability and is not paid due to a five (5) day waiting period and then later is paid disability for the same condition within 90 days, then the occurrences they accrued during the waiting period will be removed.

Eligible employees may use PAA as an excused paid absence if they call in at least 20 minutes before the start of their shift and if there is an available PAA opening/slot.

Employees will be allowed to use after-the-fact PAA up to a maximum of three (3) days per calendar year. One (1) day of after-the-fact PAA can only be used on Monday or Friday in four (4) hour increments. The other two (2) days of after-the-fact PAA can only be used on Tuesday, Wednesday, Thursday or a scheduled Saturday. Out of these two (2) days of after-the-fact PAA, employees can use one (1) day in an eight (8) hour increment and the other day can be used in two (2) hour increments. Point of reference: one (1) day equals eight (8) hours. Employees seeking to use an after-the-fact PAA absence still must follow the normal reporting procedure described in the Attendance Program for Springfield. Failure to do so will result in a tardy occurrence.

Employees who have more than six months but less than one year of service will be excused one day of absence. This day will be subject to the expectations for attendance and reporting as outlined above.

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**EARLY DEPARTURE**

Unapproved early departure absences are not part of the attendance policy and will be addressed as per the discipline policy for leaving the plant without authorization.

If an employee needs to depart from work early because the employee has a verifiable emergency, the employee must notify and get permission from their supervisor to leave early as soon as possible but no later than 30 minutes before the requested departure time, unless such notice cannot be provided because of the employee's, or immediate family member's, documented medical emergency. The Company may require an employee to provide documentation verifying the need to leave from work early. Such approvals are purely at the discretion of the employee's supervisor and not subject to appeal.

**CORRECTIVE ACTION AND POINT ROLL OFF PROCEDURE**

Correction action for attendance infractions will be administered as outlined below:

- Attendance year is defined as an employee's attendance during the previous rolling 12-month period of continuous service.
- Discipline will be associated with the occurrence date, not the date of issuance.

| Step | Full Occurrence | Action                       | Duration on Record |
|------|-----------------|------------------------------|--------------------|
| 1    | First           | First Verbal/Written Warning | 6 months           |
| 2    | Second          | Second Written Warning       | 12 months          |
| 3    | Third           | Third Written Warning        | 12 months          |
| 4    | Fourth          | Five (5) Day Suspension      | 12 months          |
| 5    | Fifth           | 15 Day Suspension            | 18 months          |
| 6    | Sixth           | Discharge                    |                    |

## PROGRAM TRANSITION

This Program will become effective as of February 1, 2019 if ratified by the Union membership before that date. All employees who are at Step 5 or below of the Corrective Action and Point Roll Off Procedure as of February 1, 2019 will have all current attendance occurrences removed and will have zero attendance occurrences and discipline effective the date of ratification. Employees at or above Step 6 of the Corrective Action and Point Roll Off Procedure as of February 1, 2019 and/or who have pending grievances related to their termination for attendance or tardiness occurrences will not have any points or discipline reduced or removed from their record.

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**Navistar/Springfield Assembly Plant: Local 402 Local Agreement**  
**Manpower Movement**

In the language in the current Springfield Local 402 Supplemental Agreement on Seniority regarding Manpower Movement (Article IV, Transfer Procedure), add the following sentence as a new Section 1 (and renumber all remaining Sections accordingly): "In all instances of personnel movement to fill an open job under this Article, employees will be allowed only one (1) transfer per six (6) months and one (1) lateral per six (6) months per employee. It is understood that when an employee moves on a lateral, they would be lateraling to a man assignment within a group."

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**Navistar/Springfield Assembly Plant: Local 402 Local Agreement**  
**Job Rotation**

The parties will continue the Lean Transformation process that is underway at Springfield. The Company has expressed the importance of members of the work group being trained on different jobs within the group. In order to achieve this objective, the parties have agreed on the following provisions for job rotation within a work group and corresponding potential increases in the employee's hourly wage rate:

**Rotation Training for group members:**

- 1) Rotational groups will be established by the Company and will consist of four employees performing four jobs, unless the Company determines that a lesser number of jobs should be included in the group due to job complexity. Group members must be trained and certified on all jobs within the rotational group within 90 days after their rotational group is established.
- 2) The Group Leader will facilitate the necessary training and certification for team members.
- 3) To retain work knowledge, employees will be required to work each job within their rotational group according to a standard rotation under which the employee will work the same job no more than two consecutive days per week. Once a rotational group establishes the required flexibility rating, the frequency of rotation can deviate from the standard as determined by the group and approved by the supervisor, as long as the group maintains the required flexibility rating. If a group does not maintain the required flexibility rating, the frequency of the rotation will revert back to the standard rotation.
- 4) Employees with permanent work restrictions will remain in the rotational group as long as the employee can perform all of the essential functions of at least two jobs within the rotational group. Employees unable to perform the essential functions of at least two jobs within the rotational group will be processed through the Medical Placement Procedure set forth in Article VII of the Local 402 Supplemental Agreement on Seniority.

**Potential Adjustment to Hourly Wage Rate:**

- 1) The employee's hourly wage rate will be increased by an additional \$1.00, provided that the employee rotates through all jobs in the group as described above. An employee who does not rotate all jobs as required will not be paid this \$1.00 premium. Any amount currently being paid to the employee under the 2014 Job Rotation agreement will be credited against the \$1.00 premium due under this paragraph.
- 2) Any additional wage earned under this paragraph will be considered an over-rate, not a change in the employee's base wage rate.
- 3) If an employee moves to another department or rotational group, their hourly wage rate will adjust to the base wage rate for the new job until such time as the employee becomes trained and certified in all jobs within the new rotational group, at which point their hourly wage rate will be adjusted as stated above for as long as the employee maintains the required rotation.

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Tentative Agreement: October 1, 2018

**SPRINGFIELD ASSEMBLY PLANT  
LOCAL 402 LOCAL AGREEMENT**

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**1. Local Agreements**

- Mats/Fans for all production areas.
  - The Company will provide comfort mats to all areas (where practicable). In other areas of production, mats will be replaced as needed. Install, repair and maintenance of mats can be performed by any Local 402 members on straight time only.
  - Once fans are installed plantwide through an agreement between the steward and BTL, any requests for additional or replacement fans will be reviewed and evaluated for approval.
  - No pedestal or personal fans will be permitted on the shop floor.
- Clean and Invest Fitness Center.
  - Topps will be responsible for cleaning the fitness center.
  - Maintenance employees will be responsible for any repairs they can perform to equipment.
  - If necessary, up to \$5000 may be used to purchase parts for the life of the contract.
- Vending Machine Services
  - Management will pursue better vending food.
  - Vending machines and Ice machines locations will be reviewed and evaluated for more locations.
  - A food center will be installed at Gate C; if successful, other areas of the facility will be reviewed and evaluated for additional food centers.
- Carts and Bikes
  - Current assignment of carts and bikes will remain in place for committeemen and bargaining chairman for the life of the contract. All other requests will be reviewed and evaluated based on the need to perform the work involved.
- Outside Break Areas
  - Company will commit to providing adequate tables outside for smoking and non-smoking employees. Signage will also be added to designate smoking from non-smoking areas
- Retain President
  - The President of Local 402 will be retained when more than 100 people are working during times of temporary no work conditions. The President will be limited to no more than 10 hours coming in the plant on union business during temporary no work conditions.

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- Up-Date Kiosks
  - Kiosks will be up-dated, and locations will be reviewed for additional kiosks throughout the facility.
- Union Pride Sticker
  - Management will support and purchase the Union Pride stickers on all current production vehicles.
- 10-day rule
  - The Company has the right to temporarily assign an employee to a non-existent job for up to 10 consecutive days before the job is considered an increase job and open. This allows for the time needed for any production issues, i.e., production overages, equipment failures, man-assignment issues, etc. If the temporary assignment is expected to extend beyond the 10-consecutive day period, there will be a mutual agreement between the parties to extend the period.
- Curtailing a job and then adding job back in prior to 30-days
  - When an employee's current job is curtailed and then reinstated within 30 days, the employee who held the job will have the option to return to the job prior to laterals or transfers.
- UAW Wheel
  - The UAW Wheel will be hung at the 5 turnstiles.
- First Responders
  - The Company will provide training in an effort to provide first responders on all shifts.
- Lockers in Departments
  - The Company will provide adequate lockers in departments as needed.
- July Vacation Shutdown – Solicitation
  - Clarification of paragraph 384 in the February 9, 2015 MLC. In the event the need to schedule work during the vacation period becomes known less than sixty (60) days in advance of the vacation period, the following will apply:
    - o Employees in the department will be solicited by seniority for any volunteers.
    - o If an insufficient number of employees accept the assignment then the shortest seniority employees, in the department, who are not entitled to vacation or who are entitled to less than the vacation period will be assigned.
    - o If more employees are required, longest seniority employees, outside the department, who are qualified to perform the work and who are not entitled to vacation or are entitled to less than the vacation period will be assigned on a temporary basis to the work scheduled, under the reduction in force provisions of the local seniority supplement.

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- Navistar apparel/General Store
  - Web Address –

#### Retirement Books

- Company will commit to providing Retirement Books to employees who retire during the term of the contract. Retirement Books will be available, upon request, for those employees who have retired and did not receive one after January 2017.

#### Other Agreed Items

- Pipefitters, Machine Repair, and Tool Makers will be able to do welding on their own projects.
- The Company commits to simplifying the PLO language.
- The Company commits to completing and printing the Seniority Supplement.
- All new hires will serve a 4-month probationary period. All current employees still in their probationary period will be prorated.
- The Company will review with the Union the valid business reasons before splitting departments.
- The Company will agree to have discussions with the Union when there is an opportunity for CAS to increase their manpower above 98 in order to determine whether or not to make the additional manpower Labor Grade 13.
- A Safety Group Leader will be added to help the Safety Committeemen.
- Adjust or move break and lunch if mutually agreed by the Union and the Company
- The Company agrees that it will have employee approval before videotaping or photographing an employee.
- Rotation – see attached separate agreement.
- Company to provide stools in cases of medically-documented employee needs.
- Materials – see attached separate agreement.
- Department 55 qualifications for off-line repair – see attached separate agreement

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- Effective January 1, 2020, skilled trades employees will be able to lateral into open positions in Department 58. Employees who lateral into Department 58 will be frozen from further movement for six months from date of entry into the Department.
- Unscheduled Saturdays – see attached separate agreement.
- Up-line repair will be increased to Labor Grade 11.
- Premium Overtime Skilled Trades – see attached separate agreement.

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**2. Safety Issue Resolutions**

**Off Shift Medical Response** – The Company agrees to provide training for additional first responders; Union will need to solicit volunteers.

**Rescue Team** - Volunteers will be chosen to ensure sufficient rescue personnel on all shifts. Members chosen will be inclusive of all employees at the facility and may be required to meet minimum physical requirements.

**PM program for all overhead carriers and chains that carry them.** PM process is currently in place. Current PM can be reviewed to determine if additional checks need to be added or PM time frame needs to be adjusted.

**Provide copy of PM results to Safety Chairman** – The Company will provide procedure to maintenance planner that will generate a report and be provided to Safety Chairman on identified time frame as required.

**Tornado and Fire Drills** – The Company has developed a team that is currently working on restructuring tornado and fire responses with update of plans, resources for shelters and new locations as needed for the expanding facility.

**Potholes the entire Campus** – The Company will continue to review areas and prioritize what needs addressed first.

**Outside lighting** – Company will audit identified areas to determine the need for additional lighting.

**Active Shooter Training** – Written procedure submitted to Corporate Safety for review by legal to hand out at the facility. The Company is investigating the ability to play 6 minute video on Andon and TVs in break areas; communication will be sent out in daily huddle-up notifying all about the video if feasible.

**Dept. 55 Heaters** – Review identified heaters that are not working and develop plan to repair. The Company will provide heat for D55 employees to perform their job functions.

**Creepers for 55** – The Company will continue the review of current creepers and work to develop a modified creeper.

**Slippery floors in D55** - Provide squeegees so employees can remove standing water from their work areas. Provide soft bristle brushes so snow can be removed from vehicle before entering the building.

**Blue Safety Lights on Forklifts** – Currently planned for new fleet coming in.

**Site Specific Training in Materials for mobile equipment** – The Company will look at departmental training for specific areas that require additional training beyond original forklift training.

**Bathroom equipment and sanitation** – Company proposes to audit bathrooms and identify what items need fixed and who is responsible to fix (trades, tops). The Company will work with tops to ensure their employees are properly trained to clean restrooms and we will review cleaning restrooms at Gates B and C on a more frequent basis.

**Emergency Phone lines** – The Company will review and the parties may mutually agree on locations for direct dial phones to emergency number.

**New medical facility with Dr. and Nurse all 3 shifts** – The Company will review the need for increased medical on ongoing basis.

**Mutual agreement on more blue lines PPE** – Agree to audit current designated break areas for proper PPE lines.

**Andon poles relocated in less traffic areas** - Agree to relocate poles that are causing safety issues.

**CAS Parking lot line striping and pedestrian walkway** – Will review area to determine pedestrian walkway needs.

**Change all water filters and keep up to date records on a pm filter** - Propose to add to Infor for tracking and pm of filter.

**New training equipment and cold weather gear for inspection and D55** – Employees may purchase cold weather gear at a discount. If rain gear is needed, it can be provided by departments through chase (poncho, rubber covers for shoes).

**Trades mandatory CPR Training/own first responders** – The Company will provide basic first aid and CPR training for skilled trades employees. The Company will provide certified CPR training for those employees who ask for it.

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**2018 Navistar/UAW Negotiations**  
**Qualifications for Supplementing Off-Line Repair**  
**(Springfield Local 402 Local Agreement)**

New language: Add to Division I Overtime Agreement

1. No employee will be solicited for off-line repair when supplementing Department 55 unless they are qualified to perform the work. Qualified employees will be solicited by low hours in the department and will be matched with at least the same number of “unqualified” employees, solicited by low hours, who have expressed an interest in obtaining off-line repair qualifications.
2. To increase the number of employees who are qualified to supplement Department 55 off-line repair staffing needs, the following procedure will apply:
  - a. Employees with a repair classification are qualified. Employees who do not have a repair classification but are interested in obtaining off-line repair qualifications must notify their supervisor.
  - b. Employees who have expressed an interest in obtaining off-line repair qualifications will be solicited by low hours in the department to accompany and work with an employee in the repair classification.
  - c. Qualifications to do Off-Line Repair:
    - Shadow a qualified repairman for 16 hours.
    - Ability to do turn checks (CCT).
    - Ability to complete part tickets.
    - Ability to clear work packages in Inspect.
    - Demonstrate to a supervisor the ability to satisfactorily perform the above.
  - d. The Company will add a column on the versatility chart for Off-Line Qualified and will track employee progress to become qualified to perform the work consistent with the current practice followed within each department.
  - e. The Supervisor from Final will determine if the employee is qualified to perform the work without being accompanied by an employee in a repair classification.

# Premium Overtime Tentative Agreement

## Skilled Trades

1. Determine how many employees are to be used in a classification and what shift.
2. From the department overtime sheet determine who is eligible to work.
  - Assign the longer service employees, who are eligible to work, to their regular shift until the required number is reached.
3. If there are more people on a shift than there are jobs, then the shorter service employee(s) shall move to another shift but not to replace an employee who regularly works the other shift. Displaced employees may only move to a shift where an open exists.
  - The displaced employee(s) with the most service shall have their choice of shifts until one of the shifts has the acquired number, the remaining employee(s) will be assigned to the remaining shift.

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Union Proposal: September 30, 2018

2018 Navistar/UAW

Materials (Springfield Local 402 – Local Agreement)

LOA Material Delivery

Line side material delivery, material set up, movement of racks on straight time or overtime will be considered materials; with the exception to SAP department utility operators, off line part (stock) chasers and Department 59 utility operator. With this agreement the material departments will not be outsourced.

With department flexibility, the department utility operators may still move materials around in their department.

- All S 510 classifications to be increased to LG 11

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## 2018 Local 402 Negotiations

### 4 Non-Scheduled Saturdays

The Company agrees to provide notification to the UAW local 402 for the designated non-production Saturdays. For the month of May and June the company must notify the union prior to February 1<sup>st</sup>. For the months of August and September the company will notify the union prior to May 1<sup>st</sup>.

If the company fails to inform the union by February 1<sup>st</sup> date, then all four Saturdays must be identified at that time.

If the company fails to inform the union by May 1<sup>st</sup> date, then the company agrees to add an additional non – production Saturday to be mutually agreed to use on any of the 12 months the next following year between the company and union.

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5 Day without reasonable cause process

The Company acknowledges that there are times when employees are absent from work due to disability process and will accept reasonable documentation per Article XV as indicated below.

- Reasonable Documentation Necessary
  - Doctors notes verifying the following
    - Initial Date seen for illness/injury
    - Dates of inability to work due to the illness/injury
    - Estimated return to work date
  - OR
  - Physician statement for Short term disability if available
- Documentation must be received within 10 calendar days
- Failure to provide such documentation will result in termination of employment
- Sample certified letter is attached

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CERTIFIED

It has come to the attention of this office that you have been absent from work in excess of five (5) working days without just cause and/or no report.

The Company finds it necessary, therefore to place you on discipline pending discharge effective- Date (i.e. September, 10, 2018). Please submit any necessary documentation to provide reasonable cause for your absence no later than- Date plus 10 days (i.e September 21, 2018). Reasonable documentation per Article XV may include, but is not limited to, a Dr's note verifying the date seen for illness/injury, dates of inability to work due to illness/injury -and estimated return to work date or submission of the physician statement for Short Term Disability. -Failure to provide such documentation by that date will result in your termination of employment, under the provision of Article XV of the applicable Labor Agreement, which states in part,

“...An employee who is absent from work in excess of five working days without reporting to the Human Resources Department, or is absent from work in excess of (5) working days without reasonable cause for such absence, will be discharged under this Section...”

~~The Chairman of your Local Grievance Committee was notified of this action as of this date, in compliance with the language of Article XI, Section 04.~~

Fammie Montgomery  
HR Manager

Cc: Employment  
~~Insurance-Benefits~~  
Medical  
Union (2)  
Emp. File (2)  
H.R. Manager