



### **Suggested Model Military Leave Related Language**

As follow up on our Veterans Committee work and to provide you with ideas and resources:

The following contract provisions regarding a number of different issues related to military service have been gathered by USW staff from different labor agreement across the country.

This document is not intended to form a specific contract proposal but rather to give you some guidance as to the types of provisions that exist in some of our labor agreements and to provide model language that could be included in future bargaining proposals in any upcoming negotiations at your locations.

They should be shared with your local union leadership and staff representative as your local union prepares for the next round of negotiations with your company and hopefully the bargaining teams can use the language to make improvements to your current military leave language where necessary.

Some of these examples will be duplicative on some subject matter (i.e. vacation entitlement) but are provided to show how certain issues have been dealt with in a variety of ways. We are also including those overlapping examples in order to provide enough language and back up for making counter proposals where necessary. Some of the paragraphs stand alone or can be coupled together as necessary. In one case there is a resolution that has been passed at a district conference concerning veteran matters. This series of provisions can also help to fully inform the negotiators of what is out there and has been agreed to in the past in other contracts. We have removed specific company identifiers that relate to where the provisions originate and the language presented below is just as it appears in the agreements.

In Solidarity,

USW Veterans Council

**Sample Language:**

Further, any veteran eligible for reemployment by the Company under such laws who applies for reemployment within ninety (90) days after honorable discharge shall, upon his request, be granted a leave of absence without pay not to exceed sixty (60) days before he shall be required to work.

If an employee who would otherwise had been entitled to a vacation with pay under the provisions of Article 8 of this Agreement shall enter the Armed Services of the United States before he shall have taken such vacation, or before he shall have accepted vacation pay in lieu of such vacation, such employee shall receive such pay as he would have been entitled to receive for the period of such vacation.

Should an employee fail to meet the eligibility requirements for holiday pay solely because he was on active military encampment during the eligible period, he will be paid as though he had so qualified.

Further an employee will not be required to take his vacation time during his period of active military encampment. The company agrees to comply with the US department of Labor's guidelines with regard to returning veterans under the Uniformed Services Employment and Reemployment Rights Act (USERRA).

The Company will pay the cost of elected COBRA health insurance coverage for up to three months from the date of activation for dependents of activated National Guard and/or Reserves employees. Employees, who are notified of activation, must notify the Company (Human Resources) and the employee will be instructed as to the process to be followed.

Any Employee entitled to reemployment under this Section who applies for reemployment and who desires to pursue a course of study in accordance with a federal law granting such opportunity shall be granted a leave of absence for such purpose. Such leave of absence shall not constitute a break in Continuous Service provided the Employee reports promptly for reemployment after the completion or termination of such course of study. Any such Employee must notify the Company and the Union in writing at least once each year of his/her continued interest to resume active employment the Company upon completing or terminating such course of study.

For the term of the 2015 BLA, the Company agrees to share information regarding outreach efforts for recruitment of qualified United States Military Veterans. Union participation in this effort shall be facilitated through local Human Resources representative and Joint Efforts Coordinator.

Notwithstanding any other provisions of this Agreement to the contrary, an Employee who is reemployed after being honorably discharged shall be entitled to paid vacation for the calendar year in which s/he is reemployed, provided that no Employee shall be afforded more than one (1) vacation allowance for any one (1) calendar year, at a rate of pay based on his/her earnings for the last full year in which s/he worked prior to his/her serving.

Each employee, other than a temporary employee, who has heretofore entered or who hereafter enters the Armed Forces of the United State and who returns to the employment of the Company after receiving an honorable discharge from such service, and who is suffering impairment due to injury or disease incurred in the course of his military service, shall be assigned to any vacancy in any department which shall be suitable to his impaired condition during the continuance of such disability irrespective of seniority, provided, however, that such impairment is of such a nature as to render the employee's return to his own job or department impracticable in the judgment of the Advisory Committee.

A Committee consisting of representatives of the Company and the Union shall be established in each plant for the purpose of advising on problems relating to reemployment and readjustment of returning service personnel and performing such other duties as are specified herein.

Employee on an AWS (Alternative Work Schedule) who are excused from scheduled work and paid Military Encampment Allowance pursuant to Article XII, Section 8 shall be paid the difference between their military encampment allowance and what they would have earned had they worked as scheduled during the encampment period. AWS = Alternative Work Schedule.

Active Duty: An employee who enlists, is drafted, or ordered into Active Duty shall receive the difference between the employee's military service pay, exclusive of any remuneration from the government for travel, uniforms, rent, subsistence, etc., and the employee's Company base pay computed in accordance with the Company's ordinary payroll practices during Active Duty up to 180 calendar days.

Provided, however, that the Active Duty due to the War on Terrorism, including the military engagements in Afghanistan and Iraq.

Annual Training Duty: An employee who is required to perform Annual Training Duty will receive the difference between the employee's military service pay, exclusive of any remuneration from the government for travel, uniforms, rent, subsistence, etc., and the employee's Company base pay computed in accordance with the Company's ordinary payroll practices. Such allowance shall be made only for fifteen workdays in any calendar year.

Administrative obligations of employee: In order to receive the pay differential for which the employee is eligible, an employee must submit to the Company an acceptable statement showing the remuneration received from the Federal or State government during the period of annual training duty or active duty.

Administrative obligations of employee: Administrative obligations of employee: The employee, whether regular full time, or temporary, part-time or seasonal, will continue to be covered under the same benefits plans with dependent coverage, if applicable, as he or she held as an active employee. It will be the responsibility of the employee to terminate benefit coverage, if so desired.

The following reflects the treatment of benefit plans for regular full time employees under "Active Duty" and "Annual Training Duty".

- In the event an employee is placed on a military leave for active duty or annual training duty, the following benefits will continue provided that the employee makes the required contribution, if any, toward their cost. Such coverage will include both employee and dependent coverage where applicable, and will continue up to 180 days from the date of active military service. Provided, however, that the 180 calendar day limit shall not apply to persons on Active Duty due to the War on Terrorism, including the military engagements in Afghanistan and Iraq.
- Group Life Insurance
- Accidental Death and Dismemberment Benefits, per the terms of the contract setting forth certain exclusions for active duty.

- Medical Benefits
- Dental Benefits
- Vision Benefits
- Health Care Flexible Spending Accounts and Health Savings Accounts
- Dependent Care Flexible Spending Accounts
- Employee Assistance Plan
- Dependent Life Insurance, per the terms of the contract setting forth certain exclusions for active duty.
- Individual Supplemental Life Insurance

Notwithstanding the preceding sentences, an employee who is on a Military Leave of Absence and subject to the 180 day limitation period described above may elect to continue Medical Benefits, Dental Benefits and Vision Benefits during such Leave for a period no longer than the lesser of (i) 24 months or (ii) the date the employee fails to return to employment with the Company accordance with USERRA.

- Group Life Insurance
- Accidental Death and Dismemberment Benefits, per the term of the contract setting forth certain exclusions for active duty.
- Medical Benefits
- Dental Benefits
- Visions Benefits
- Health Care Flexible Spending Accounts and Health Savings Accounts
- Dependent Care Flexible Spending Accounts
- Employee Assistance Plan

- Dependent Life Insurance, per the terms of the contract setting forth certain exclusions for active duty.
- Individual Supplemental Life Insurance

Notwithstanding the preceding sentences, an employee who is on a Military Leave of Absence and subject to the 180 day limitation period described above may elect to continue Medical Benefits, Dental Benefits and Vision Benefits during such Leave for a period no longer than the lesser of (i) 24 months or (ii) the date the employee fails to return to employment with the Company in accordance with USERRA.

- Pension Plan. Credit for time spent on military leave provided he/she returns to employment with the Company.
- 401(k) Plan. Contributions will continue to be made during the period of time the employee receives a pay differential from the Company as described in Section II. For purposes of determining eligibility and plan participation, an employee returning to employment will receive credit for time spent on military leave.
- Sick/Short-Term disability Leave/Long-Term Disability.
  - Active Duty: Coverage cancels upon commencement of military leave. An employee returning to employment will be credited with all continuous service prior to and including military leave for purposes of determining eligibility.
  - Annual Training Duty: Continued coverage.

After coverage for health care benefits (As described in Section III(B)(1) above) expire, an employee taking a military leave for active duty will be eligible to enroll for continued coverage of health care benefits under the provisions of COBRA.

Upon returning to employment from service in the Uniformed Services, employees will be reinstated under the Company benefits plans outlined above without physical examination or waiting period, where required, and provided the employee so desires. See Section IV below with regard to other reemployment requirements.

WHEREAS, the bravery and sacrifice demonstrated by our military veterans, especially our combat veterans, deserves special recognition;

WHEREAS, USW District 4 is dedicated to being on the forefront in recognizing our veterans;

WHEREAS, USW District 4 is committed to fighting every day for its members who have fought for us;

- a. The preferential hiring of veterans and the awarding of seniority credit to veterans returning to employment from military deployments;
- b. The implementation of employer-sponsored Employee Assistance Programs containing services for dealing specifically with identifying and addressing mental health issues, including Post Traumatic Stress Disorder (PTSD), and other challenges commonly faced by combat veterans;
- c. An affirmative obligation on the part of the employer to consider, when contemplating discipline, an employee's status as a combat veteran, including specific challenges facing that employee, e.g., PTSD;
- d. An affirmative obligation on the part of the employer to provide assistance to combat veterans concerning the coordination of their employee benefits with other government benefits that they receive by virtue of their status as veterans, including through the Veterans Administration; and
- e. The periodic training of management employees on the challenges facing American combat Veterans in the workplace and ways in which they can help identify and address those challenges in a collaborative manner.

Employees who are called to perform military service, other than weekend training by official military orders in any of the Uniformed Service of the United States or National Guard will be paid the difference between the amount they receive for military service and the employee's straight time hourly wage up to eight (8) hours per day for the first ten (10) days for each separate call to active duty provided the employee's military pay is less than what the employee would have earned for normal straight time work. Payment will be subject to the employee providing proper evidence of military earnings.

Any such employee, upon leaving the active employ of the employer to begin his/her military service shall receive proportionate vacation pay based upon 1/12<sup>th</sup> of the annual vacation pay to which he/she would have been entitled for each full month worked during the current vacation year prior to his/her leaving.

An employee entitled to reinstatement under this Article who applies for reemployment and who desires to pursue a course study in accordance with federal law granting him such opportunity before after returning to his employment with the Company shall be granted a leave of absence for such purpose.

An employee shall be provided with a reasonable program of training in the event he/she does not qualify to perform the work on a job which he/she might have attained except for his/her service in the Armed Forces.

Any employee entitled to reemployment under this Section who applies for reemployment and who desires to pursue a course of study in accordance with a federal law granting such opportunity shall be granted a leave of absence for such purpose. Such leave of absence shall not constitute a break in Continuous Service. Any such employee must notify the Company and the Union in writing at least one (1) year of his/her continued interest to resume active employment with the Company upon completing or terminating such course of study.

Any employee entitled to reemployment under this section who returns with a service-connected disability which makes returning to his/her prior job onerous or impossible shall be assigned to a vacancy suitable to such impaired condition during the continuance of such disability.

An employee who did not receive but was entitled to paid vacation during the calendar year in which he/she enters the Armed Forces shall be paid an amount equal to the vacation pay to which he/she was entitled. Notwithstanding any other provisions of the Agreement to the contrary, an employee who is reemployed after being anything other than dishonorably discharged shall be entitled to paid vacation for the calendar year in which he/she is reemployed for his/her continuous service from his/her initial hiring date.

An employee who is required to attend encampment of the Reserve of the Armed Forces or the National Guard shall be paid for the period not to exceed two (2) weeks in any one (1) calendar year. The difference between the amounts paid by the Government (not including travel, subsistence and quarter's allowance) and his or her Regular Rate of Pay for the number of days she/he would have been scheduled to work during such encampment. During his/her monthly weekend encampments, the employee will be paid for all hours scheduled that he/she missed.

Veterans returning from active duty in the Armed Forces of the United States will not be required to meet any time-worked requirements for vacation in the calendar year during which they returned to active employment. In the event the veteran returns too late in the current year to complete his vacation within that year, he will receive an allowance equal to the amount he would have received in vacation in lieu of vacation. This applies only to vacations for that vacation year in which a veteran returns to work and is not contemplating making up for vacation lost while he was in service.

An employee who is entitled to re-employment at any mine under the provisions of this Section and who applies for such re-employment and who desires to pursue, before or after returning to their employment a course of study in accordance with the laws of the United States granting him/her such opportunity, shall be granted a leave of absence provided that an employee who desires such a leave of absence after returning to their employment with the Company shall have it granted only if s/he notifies the Company in writing within one year from the date s/he is reemployed of their intention to pursue such a course of study. Such leave of absence shall not constitute a break in his/her length of continuous service and the period of such leave shall be included in the length of continuous service, if such employee shall report promptly for re-employment after the completion or termination of such course of study.

An employee who is entitled to re-employment in accordance with the provisions of this Section, and who has been disabled in the course of such service in the armed forces shall, during the period of such disability, be assigned without regard to the provisions of Section XI, hereof relating to seniority to any vacancy which shall be suitable to their disability, provided that the disability of such employee is of such nature that it shall be onerous or impossible for them to return to their own job or department, and provided further, that s/he shall have the minimum physical requirements for the work available.

An employee with one or more years of continuous service who attends training or a summer encampment of the Reserve of the Armed Forces or the National Guard shall be paid, for a period not to exceed four (4) weeks in any calendar year, the difference between the amount paid by the Government (not including travel, subsistence and quarters allowance) and the amount calculated by the Company in accordance with the following formula. Such pay shall be based on the number of days such employee would have worked, up to a maximum of five (5) days per week, twenty (20) days per calendar year, had s/he not been attending such training or encampment during such four (4) weeks (plus any holiday in such four (4) weeks which s/he would not have worked) and the pay for each such day shall be eight (8) times their average straight-time hourly rate earnings (excluding shift differentials and Sunday and overtime premiums) during the last payroll period work prior to the encampment. If the period of such training or encampment exceeds four (4) weeks in any one calendar year, the period on which such pay shall be based shall be the first four (4) weeks s/he would have worked during such period.

The Company will continue its practice of paying to those employees who are called for two (2) weeks of Reserve, National Guard, or other military duty, the difference between their regular straight-time earnings and the amount received from the Armed Forces. The above two (2) week allowance shall also apply to employees who are called by the State or National Armed Forces for riot duty.

An employee with one (1) or more years of continuous service who is required to attend an encampment of the Reserve of the Armed Forces or the National Guard shall be paid, for period not to exceed two (2) weeks in any calendar year, the difference between the amount paid by the Government (not including travel, subsistence and quarters allowance). Such pay shall be based on the number of days such employee would have worked had they not been attending such encampment during such two (2) weeks which they would have worked and the pay for each such day shall be their straight time hourly rate including applicable shift differentials.

The Union and the Company agree to give preferential consideration in the hiring process to veterans of the U.S. Military Services. It is also agreed that the current employees' assistance program (EAP) will include an EAP component that addresses the special needs of combat veterans of our United States military. Upon their return from active duty, combat veterans will be provided a three-week paid leave of absence to allow for transitioning back to civilian life and workplace. An employee inducted into the Armed Forces for the United States and who, upon discharge, returns to the Company within the times limits and under the conditions as provided by the law shall be eligible for vacation as follows:

Veterans returning from active duty in the Armed Forces of the United States will not be required to meet any time-worked requirements for vacation in the calendar year during which they returned to active employment. In the event the veteran returns too late in the current year to complete his vacation within that year, he will receive an allowance equal to the amount he would have received in vacation in lieu of vacation. This applies only to vacations for that vacation year in which a veteran returns to work and is not contemplating making up for vacations lost while he was in service.

This does not in any way modify or change existing agreements or policies applicable to the annual training duty required of the members of the Reserves, National Guard or members of the State Militia.