

1 4. Furloughs and Extended Leaves of Absence

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3 A Flight Attendant who is furloughed because of a reduction in force shall retain
4 intact sick leave credit accrued to the date of furlough which shall be maintained for
5 the Flight Attendant for a maximum of sixty (60) months. If such Flight Attendant
6 returns to the service of the Company within that period, the sick leave credit which
7 he/she shall then begin to earn shall be added to such previously accrued sick leave
8 credit. If such Flight Attendant does not return to the service of the Company
9 within the sixty (60) month period the accrued sick leave credit shall be cancelled,
10 and if he/she returns subsequently his/her sick leave credit shall begin to accrue as
11 of the date of his/her return. A Flight Attendant on extended leave of absence shall
12 retain all accrued sick leave credit.

13
14 5. Resignations, Discharges and Rehires

15
16 A Flight Attendant who resigns or is discharged and subsequently rehired, with a
17 break in service, shall receive no credit for service performed previous to the date
18 of rehire. In all cases accrual of sick leave credit shall terminate with the last day
19 of service with the Company.

20
21 6. **Prorating of Sick Leave Credit Accrual**

22
23 A Flight Attendant whose actual credited hours in a month are less than **seventy**
24 **hours (70:00)** shall have his/her monthly sick accrual reduced in proportion to the
25 percentage his/her actual credited hours are less than **seventy hours (70:00)**,
26 rounded up to the nearest minute. For example:

- 27
28 a. Assume a Flight Attendant's monthly actual credited hours are **thirty-five**
29 **hours (35:00)**;
- 30
31 b. **Thirty-five hours (35:00)** is fifty percent (50%) of **seventy hours (70:00)**;
- 32
33 c. The Flight Attendant **shall** accrue one hour **and thirty minutes (1:30)** of sick
34 credit for the month **equal to** fifty percent (50%) of the monthly maximum of
35 three hours **(3:00)**.

36
37 C. Use of Sick Leave Accrual

38
39 A Flight Attendant who is unable to perform his/her regular duties because of personal
40 illness or injury shall draw against his/her sick leave credit as provided herein.

41
42 1. End of Month Accounting

43
44 Charges against sick leave accrual shall be determined at the end of the month
45 during which paid sick leave is claimed.

1 2. Sick Pay Credit for Line Holders

2
3 Subject to **sub**paragraph C.5., below, a Flight Attendant holding a **Regular** line and
4 who is unavailable for duty because of personal illness or injury shall be entitled to
5 receive sick pay credit at seventy-five percent (75%) pay for the first twenty-eight
6 hours (28:00) of scheduled credited time dropped during each sick occurrence, to
7 the extent of his/her sick leave accrual. Hours in excess of the first twenty-eight
8 hours (28:00) dropped during a sick occurrence, shall be paid at one hundred
9 percent (100%) sick pay credit, to the extent of his/her sick leave accrual. The
10 following shall also apply:

- 11
- 12 a. His/Her sick bank accrual shall be reduced by one hundred percent (100%) for
13 all hours paid from his/her sick bank during a sick occurrence whether paid at
14 seventy-five percent (75%) or one hundred percent (100%).
 - 15
 - 16 b. He/She shall be credited one hundred percent (100%) towards his/her monthly
17 maximum for the scheduled credited time of the pattern(s) missed whether paid
18 at seventy-five percent (75%) or one hundred percent (100%).
 - 19
 - 20 c. For purposes of this calculation, a sick occurrence shall begin on the date the
21 Flight Attendant first misses a duty assignment due to his/her illness or injury
22 and shall continue until he/she returns to active Flight Attendant status.
- 23

24 **NOTE: Beginning July 31, 2007, sick pay shall be paid and debited at**
25 **one hundred percent (100%).**

26

27 3. Sick Pay Credit for Reserves and Time Available Flight Attendants

28
29 Subject to paragraph C.5., below, a Flight Attendant holding a Reserve line or a
30 Flight Attendant on time available status shall be entitled to receive sick pay credit
31 of seventy-five percent (75%) for the first twenty-eight hours (28:00) of minimum
32 duty credit **for each day** not available for duty because of personal illness or injury,
33 excluding days off, to the extent of his/her sick leave accrual. The following shall
34 apply:

- 35
- 36 a. His/Her sick bank accrual shall be reduced by one hundred percent (100%) for
37 all hours paid from his/her sick bank during a sick occurrence whether paid at
38 seventy-five percent (75%) or one hundred percent (100%).
 - 39
 - 40 b. He/She shall be credited one hundred percent (100%) towards his/her monthly
41 maximum for the minimum duty credit associated with the **reserve on-duty**
42 **day(s)** or **time available day(s)** not available for duty because of personal
43 illness or injury whether paid at seventy-five percent (75%) or one hundred
44 percent (100%).
 - 45
 - 46 c. **For purposes of this calculation, a** sick occurrence shall begin on the date
47 the Flight Attendant first misses a duty assignment due to **his/her** illness or
48 injury and **shall** continue until he/she returns to active Flight Attendant status.

1 d. His/Her reserve guarantee entitlement shall be reduced by four hours and
2 fifteen minutes (4:15) for each on-duty period missed due to his/her illness or
3 injury. If the Reserve Flight Attendant does not serve any on-duty periods
4 during a month, he/she shall not be entitled to any Reserve guarantee.
5

6 Exception: A Flight Attendant holding a Reserve line or a Flight Attendant on time
7 available status who is contacted to fly or who has been contacted and assigned to
8 fly a pattern(s) shall receive sick pay credit as noted in paragraph C.2., above.
9

10 **NOTE: Beginning July 31, 2007, sick pay shall be paid and debited at**
11 **one hundred percent (100%).**
12

13 4. Sick Pay Credit for Full Month Illness/Injury/Medical Leaves
14

15 When a Flight Attendant is not available for duty on account of personal illness or
16 injury for an entire month, he/she shall be entitled to elect to receive sick pay credit
17 from fifty hours (50:00) to **one hundred hours (100:00)**, in whole hour
18 increments, to the extent of his/her sick leave accrual. Once such election is made,
19 it may not be changed during the period of that sick leave.
20

21 5. Calculation of Sick Hours to be Charged and Paid
22

23 If the sum of the hours of sick pay credit as determined above and the Flight
24 Attendant's other credited pay time for the month (excluding training pay credit)
25 exceeds the monthly maximum, then the number of sick leave hours to be charged
26 and paid (to the extent of his/her accrual) shall be equal to the amount of positive
27 difference (if any) computed by subtracting such other credited pay time from the
28 monthly maximum.
29

30 6. Maternity Sick Leave Usage
31

32 A Flight Attendant who is medically disabled from performing Flight Attendant
33 duties due to her pregnancy may use her accrued sick leave on the same basis as
34 other Flight Attendants who are medically disabled. (See Section 18.C.)
35

36 7. Use of Sick Leave Accrual Following Medical Leave
37

38 Except as provided in **subparagraph C.9.**, below, a Flight Attendant who is granted
39 a medical leave of absence without first exhausting his/her sick leave accrual
40 cannot, once the leave begins, use any sick leave accrual until he/she has once
41 again returned to active duty.
42

43 8. Requests for Open Flying Awards
44

45 Upon return to duty at his/her base station from personal illness or injury, a Flight
46 Attendant may advise the Company via CENTRY, or the designated automated
47 system, of his/her desire to be awarded open flying in addition to his/her scheduled
48 pattern(s). Such Flight Attendants shall be awarded open flying, in seniority order,
49 in accordance with the provisions of Section 6.K. of this Agreement.

1 9. Return to Active Status from Non-Pay Status

2
3 A Flight Attendant on non-pay status who but for his/her medical disability would
4 be entitled to be returned to active duty shall be returned to paid sick leave status
5 to the extent of his/her sick leave accrual, provided that the Flight Attendant
6 completes at least one **(1)** trip hour period of active duty during the month for
7 which paid sick leave is claimed.
8

9 10. Sick Leave Pay and Credit for Carry-Out Patterns

10
11 a. With respect to a pattern operating over the end of the month, sick leave pay
12 shall be computed on the basis of seventy-five percent (75%) pay for the first
13 twenty-eight hours (28:00) of scheduled credited time of that portion of the
14 pattern scheduled to operate in the current month and dropped during the sick
15 occurrence, to the extent of his/her sick leave accrual. Hours in excess of
16 twenty-eight hours (28:00) dropped during the sick occurrence, from that
17 portion of the pattern that operates in the current month, shall be paid at one
18 hundred percent (100%) sick pay credit, to the extent of his/her sick leave
19 accrual.
20

21 b. With respect to the portion of a pattern scheduled to operate in the second (2nd)
22 month, Regular Flight Attendants shall choose one **(1)** of the following options:
23

24 **(1)**Receive seventy-five percent (75%) and/or one hundred percent (100%)
25 sick leave pay, as applicable, and one hundred percent (100%) credit for
26 that portion of the pattern scheduled to operate in the second (2nd) month;
27

28 **(2)**Receive no sick leave pay or credit for that portion of the pattern scheduled
29 to operate in the second (2nd) month, provided that the Flight Attendant's
30 remaining scheduled credited time in such month is at least his/her monthly
31 minimum;
32

33 **(3)**Receive seventy-five percent (75%) and/or one hundred percent (100%),
34 as applicable, of four hours and fifteen minutes (4:15) of sick leave pay and
35 one hundred percent (100%) credit for each day the pattern was scheduled
36 to operate in the second (2nd) month, provided such sick leave credit when
37 combined with all other credited time in the second (2nd) month totals at
38 least his/her monthly minimum; or
39

40 **(4)**Receive no sick leave pay or credit in the second (2nd) month and remain
41 time available daily until the pattern(s) assigned, combined with all other
42 credited time in the second (2nd) month, totals at least his/her monthly
43 minimum.

1 c. In the case of a Reserve Flight Attendant, the Reserve line awarded to the Flight
2 Attendant for the second (2nd) month shall retain its identity as bid. Should the
3 Flight Attendant remain unavailable for duty due to his/her personal medical
4 disability, he/she shall be required to specifically notify **Crew** Scheduling of
5 his/her unavailability for the given duty obligation in the second (2nd) month.
6

7 **NOTE: Beginning July 31, 2007, sick pay shall be paid and debited at one**
8 **hundred percent (100%).**
9

10 11. Sick Leave Credit Exhausted
11

12 If a Flight Attendant has no sick leave credit, or exhausts such credit, he/she shall
13 be considered to be off payroll but shall receive payment for any credited hours
14 accumulated in that month in accordance with Section 3.L.
15

16 12. Suddenly Sick
17

18 If a Flight Attendant calls in sick two hours (2:00) or less before his/her scheduled
19 departure, the following shall apply:
20

21 a. Crew Scheduling **shall** enter an "SS" code in CMS. The "SS" code **shall** have
22 zero value.
23

24 b. In order to receive credit for the sick call, the Flight Attendant **shall** be
25 instructed to contact a Flight Attendant Manager. The Manager **shall** be the
26 only person with the authority to convert the "SS" code to a "SK" code.
27

28 c. A time available indicator **shall** be added to the next day, where applicable. If
29 the sick call is resolved with a Flight Attendant Manager and credit is added, the
30 time available indicator **shall** be removed.
31

32 D. Circumstances Requiring Medical Documentation
33

34 The following provisions shall apply to doctor's excuses:
35

36 1. Number of Sick Incidents in a Twelve (12) Month Period
37

38 At the Company's option, each time a Flight Attendant exceeds three (3) sick
39 incidents during any twelve (12) month period of service he/she may be required
40 to present to his/her **Flight Attendant Manager** a doctor's excuse from an
41 accredited medical doctor, chiropractor, physician's assistant or nurse practitioner
42 that he/she was unable to perform his/her regular duties because of personal
43 illness or injury prior to being allowed to return to active flight status or claim paid
44 sick leave, unless this requirement is waived in writing by a **Flight Attendant**
45 **Manager**.

1 2. Circumstances which May Require a Doctor's **Excuse**

2
3 The Company may require a Flight Attendant to provide a doctor's excuse of an
4 incapacitating illness or injury from an accredited medical doctor, chiropractor,
5 physician's assistant or nurse practitioner when circumstances suggest that abuse
6 or misuse of the sick leave benefit has occurred. Application of this provision shall
7 be on an individual basis and shall take into consideration the individual
8 circumstances of each Flight Attendant.

9
10 3. Contents of Doctor's Excuse

11
12 When a Flight Attendant is required to present a doctor's excuse under either
13 **sub**paragraph D.1. or D.2., above, such report shall include the following:

- 14
15 a. A general statement of the nature of the illness or injury. This statement need
16 only be a brief general description of the disabling condition. No detailed
17 description of symptoms or treatment is required.
18
19 b. A statement that the Flight Attendant was unable to perform his/her duties on
20 the day he/she was scheduled to fly because of personal illness or injury.
21
22 c. The signature of a duly-licensed medical doctor, chiropractor, physician's
23 assistant or nurse practitioner.
24

25 4. Submission of the Doctor's Excuse to Inflight Services Staff

26
27 The Flight Attendant is responsible for ensuring that the doctor's excuse is received
28 by a member of the Inflight Services staff not later than two hours and forty-five
29 minutes (2:45) prior to his/her next scheduled departure. As the only alternative to
30 actual delivery to an Inflight Services staff member in advance of this time limit, the
31 following three **(3)** part method of presentation is acceptable:

- 32
33 a. The Flight Attendant telephones the text of the doctor's excuse to a Flight
34 Attendant Manager during normal office hours and in advance of the two hour
35 and forty-five minute (2:45) time limit; and
36
37 b. The Flight Attendant Manager advises the Flight Attendant that the text of the
38 doctor's excuse is satisfactory; and
39
40 c. The Flight Attendant personally delivers the actual doctor's excuse to an Inflight
41 Services staff member not later than his/her scheduled report time.

1 5. Timeframe to Secure Doctor's Excuse

2
3 The Flight Attendant must actually be seen by the medical doctor, **chiropractor**,
4 physician's assistant **or** nurse practitioner in a timely manner and the doctor's
5 excuse must be prepared and signed by the doctor. "Timely manner" as used
6 herein shall have the following meaning:

- 7
8 a. For trips lasting three (3) days or more, on a day that the trip for which the
9 Flight Attendant calls in sick operates;
10
11 b. For trips lasting less than three (3) days, no later than two (2) days after the
12 date of the sick call;
13
14 c. When the sick call occurs on a Friday and circumstances prevent the Flight
15 Attendant from seeing the doctor on Friday, no later than the following Monday
16 or Tuesday when Monday is a holiday.

17
18 6. Excuse Prepared by Chiropractor

19
20 When a Flight Attendant presents a doctor's excuse prepared by a chiropractor the
21 following additional conditions shall apply:

- 22
23 a. The disabling illness or injury must be a pre-existing condition which has been
24 diagnosed by a medical doctor. The Flight Attendant shall submit the medical
25 doctor's diagnosis with his/her chiropractor's excuse.
26
27 b. The chiropractor who is issuing the doctor's excuse must have treated the Flight
28 Attendant prior to the disabling illness in issue, and so state in the doctor's
29 excuse.
30
31 c. The disabling illness must involve the spinal column and the chiropractor's
32 doctor's excuse must so state.

33
34 E. Monthly Accounting

35
36 The Company shall issue each Flight Attendant a monthly account of his/her
37 unused/used sick leave accrual.

1 F. Downline Sickness or Injury

- 2
- 3 1. When a Flight Attendant becomes sick or injured while away from his/her base,
4 he/she shall be issued Y1 travel authority to return to his/her base or, at the Flight
5 Attendant's option, to return to his/her residence. Such Flight Attendant, who by
6 reason of the operational needs of the Company is not returned to his/her base as
7 soon as possible, shall continue to accrue trip hour credit until such time as he/she
8 is, or could have been, returned to his/her base.

9

10 2. Hospitalization

11

12 A Flight Attendant engaged in international flying who becomes sick or injured as a
13 result of having been outside of the United States on Company business, due to
14 causes related to his/her occupation or the living and health conditions peculiar to
15 the countries in which he/she performed services, shall be properly hospitalized at
16 Company expense. When the sickness or injury necessitates treatment or
17 convalescence in the United States, such Flight Attendant shall be returned to the
18 United States by the Company. This provision shall apply to recurrences of the
19 same sickness or injury so long as the Flight Attendant shall remain an employee of
20 the Company.

21

22 G. English Speaking Doctor

23

24 **At** each international layover station the Company shall attempt to identify at least one
25 (1) English-speaking doctor whose name(s) and telephone contact(s) shall be
26 maintained with the Crew Scheduling Department.

27

28 H. Bereavement Leave

29

30 In case of death of his/her spouse, registered **Domestic Partner**, child, parent, sister,
31 brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent,
32 grandparent of a spouse; or **child**, sister, brother, mother, father or grandparent of a
33 registered **Domestic Partner**, a Flight Attendant shall, upon request, receive up to
34 three (3) consecutive days free from duty, one (1) day of which must be the date of
35 death or the date of the funeral. The Flight Attendant shall, upon request, receive pay
36 time and credit time for pattern(s) missed. Such time shall be charged against his/her
37 sick leave account.

38

39 **NOTE: References in paragraph H., above, to "child" and "parent" include**
40 **biological, adoptive, step or foster children and parents.**