

## SECTION 9 - SICK LEAVE

### A. SICK PAY AND CREDIT

Sick time will be paid and credited at one hundred percent (100%).

### B. NOTIFICATION

1. A Flight Attendant who is unable to report for duty because of illness or injury shall electronically notify Crew Scheduling as soon as possible. The Company will provide a confirmation receipt to the Flight Attendant. Crew Scheduling will not discuss the nature of the illness or injury, question the illness or injury, or request a doctor's note from a Flight Attendant.
2. A Flight Attendant who is unable to report for duty for twenty-one (21) or more consecutive days following the origination of a sick call will be required to notify their Crew Attendance Manager. The Company may require a Flight Attendant who is unable to report for duty for twenty-one (21) or more consecutive days to present medical documentation.
3. A Reserve who advises Crew Scheduling that the duration of their illness or injury is to last for more than one (1) day will not be required to notify Crew Scheduling on each day of illness or injury. However, a Reserve will be assumed to be available for duty at the end of the aforementioned period, or adjoining days off, if any, unless the Flight Attendant notifies Crew Scheduling to the contrary. A Reserve who expects to be sick for an unknown duration will be required to advise Crew Scheduling of their status prior to the commencement of each group of available-for-duty days.
4. A Lineholder may advise Crew Scheduling that they will be unavailable on a trip by trip basis or, if known, may advise Crew Scheduling of the expected date they will be available.

### C. SICK LEAVE ACCRUAL

1. A Flight Attendant shall be considered available for the purpose of accruing sick leave if they are available for flight duty, is claiming sick leave or vacation, or has not been placed on an inactive status, e.g., medical leave not claiming sick, and shall accrue sick leave credit for each month at the following rates:
  - a. A Flight Attendant who is available for fifteen (15) or more days in a month will accrue four and a half (4.5) hours sick leave for such month as follows. As an exception, a Flight Attendant on active status for less than fifteen (15) calendar days in a contractual month will accrue sick if a minimum of forty (40) hours of pay and credit are achieved during the month.
  - b. A Flight Attendant who is available for fourteen (14) or fewer days in a month will not accrue sick leave for such month.
  - c. A Flight Attendant shall accrue sick leave during leaves of absence as provided for in the chart in Leaves of Absence, Section 25.
2. Sick leave accrual shall be limited to one thousand five hundred (1,500) hours. A Flight Attendant with more than one thousand five hundred (1,500) hours will retain their existing balance, but will not be able to accrue additional sick leave in excess of one thousand five hundred (1,500) hours.

3. Current and accurate sick leave accrual and usage records for the current and full preceding year will be kept readily available for inspection by a Flight Attendant via Company intranet.
4. A Flight Attendant who is furloughed or on an approved leave of absence will retain all previously accrued sick leave.
5. All accumulated sick leave shall be relinquished when a Flight Attendant's service with the Company ceases or the Flight Attendant is removed from the seniority list, except as provided for retiring Flight Attendants pursuant to Insurance, Retirement and Other Benefits, Section 26.

#### **D. CLAIMING SICK LEAVE**

1. Lineholders:
  - a. A Lineholder will be charged trips missed from their line of flying for each trip the Flight Attendant is unable to report for duty because of illness or injury and their sick leave bank will be reduced accordingly. The claim will be paid with accrued sick leave, or will be unpaid time to the extent the sick leave bank does not have the necessary accrued hours. A Lineholder with a sick bank balance that doesn't cover their sick call(s) will be required to achieve a minimum monthly pay and credit of forty (40) hours. A Lineholder unable to achieve the required minimum monthly pay and credit of forty (40) hours must request and provide documentation to support a leave of absence to cover the unpaid sick call(s) or make a reasonable effort to achieve forty (40) hours as defined in Scheduling, Section 10.D.17.e, excluding time picked up through the ETB.
  - b. A Lineholder will be restricted from flying over the period of time they report sick provided, however, that a Lineholder will not be prohibited from flying a trip on the same day as a sick call with a report time following the scheduled release time of their original trip. With Crew Scheduling's consent, a Lineholder shall have the option to request to rejoin the trip provided the trip passes through their crew base, and such request is made at the time of the initial sick call. If such request is granted by Crew Scheduling, the Lineholder will be charged sick leave for any portion of the trip not flown.
  - c. A Lineholder who has called in sick for a trip may call Crew Scheduling to inform the Company that they are able to fly on remaining day(s) of the trip for which they had called in sick. With Crew Scheduling's consent, a Lineholder who has called in well to Crew Scheduling, may pick up a trip on TTS on days other than the first day of the trip the Lineholder called in sick, except that when a sequence for which a Lineholder called in sick includes a weekend or holiday (including the day before or the day after a holiday) in which case the Lineholder may only pick up a trip on a weekend or holiday. Holidays include New Year's Day, Memorial Day, Fourth of July, Labor Day, Halloween, Thanksgiving, and Christmas. The Lineholder will be charged sick leave for any portion of the trip coded as sick.

**Example:**

A Lineholder has a four-day trip starting on Thursday. The Lineholder calls in sick for the trip. The Lineholder may call in well and with Crew Scheduling's consent, pick up trips from TTS on Saturday and Sunday.

A Lineholder has a four-day trip starting on Saturday. The Lineholder calls in sick for the trip. The Lineholder may not call in well to pick up trips from TTS on Monday and Tuesday.

- d. A Lineholder who does not contact Crew Scheduling to call in well or is not permitted to rejoin their trip or is restricted in accordance with the weekend/holiday restriction provisions of Paragraph D.1.c, to fly on days for which the Lineholder reported sick will be restricted from flying over the period of time they report sick. Sick leave claims will be automatically deducted from the Flight Attendant's sick leave bank.
- e. A Lineholder who is unable to report for duty because of illness or injury and whose sick leave bank is exhausted will have their applicable monthly guarantee reduced as follows:

Minimum guarantee / Total number of days scheduled to fly up to a maximum of 15 =  
Daily Reduction

The result of this division will determine the amount of reduction for each day a Lineholder is scheduled to fly but is unable to report because of illness or injury. If a Lineholder is able to accept a trip on a day other than the one originally scheduled in the month, the above computation will be adjusted as though the additional day was one of the regularly scheduled duty days.

2. Reserves:

A Reserve will be charged for sick calls as follows:

- a. A Reserve will be automatically charged for day(s) on which they report sick and their sick bank will be reduced accordingly for each day of reserve availability they are unable to report for duty because of illness or injury. A Reserve will be charged the value of the Reserve four (4) hours and ten (10) minutes (thirty (30) day for each month) or three (3) hours and fifty-six (56) minutes (thirty-one (31) day month) per day or trips missed, whichever is greater, for trips they have been awarded and/or assigned and subsequently reports sick. A Reserve with a sick bank balance that is insufficient to cover sick call(s) will be considered unavailable for such day(s), including days off, until the Reserve returns to available status. A Reserve must meet the requirements of Vacation, Section 8.A.3 and Sick Leave, Section 9.C.1.a, to accrue sick and vacation for the month.
  - b. If a Reserve is charged for sick leave, the Reserve's sick leave bank will be charged at the time of the sick call.
  - c. Claims will be paid with accrued sick leave, or will be unpaid time to the extent the sick leave bank does not have the necessary accrued hours. -The Reserve guarantee will be reduced by the value of the Reserve four (4) hours and ten (10) minutes (thirty (30) day month) or three (3) hours and fifty-six (56) minutes (thirty-one (31) day month) per day for each day they would have been utilized if the sick leave bank does not have the necessary accrued hours.
  - d. A Reserve will be restricted from flying over the period of time they report sick regardless of available sick bank. A Reserve, at their option, may call in sick for each day of a block of reserve availability or for multiple days of a block of reserve availability. A Reserve who has called in sick for a trip may call Crew Scheduling to inform the Company that they are able to fly on remaining day(s) of the trip for which they had called in sick. With Crew Scheduling's consent, the Reserve may return to reserve availability status.
3. A Flight Attendant who is unable to report for duty because of illness or injury will not be eligible for any premiums for trips missed.
4. A Flight Attendant on a paid leave of absence, i.e., Maternity, Medical or Family Medical Leave, will be charged sick to the value of their line or reserve guarantee.

**E. DOCTOR'S STATEMENTS**

1. The Company will not automatically require a doctor's statement based on a specific number of sick calls.
  2. The Company may require a doctor's written confirmation of illness or injury or make personal inquiries of the type or nature of such illness or injury when the Company can demonstrate that it has reasonable cause to believe that a Flight Attendant's use of sick leave may have been for other than legitimate reasons. Further, the cost of such doctor's confirmation shall be borne by the Company with the understanding that a Flight Attendant may be required to submit to an examination by a doctor of the Company's choice at a time dictated by the Company.
  3. The provisions of Section 9 are established to ensure that a Flight Attendant who has sufficient sick hours shall not suffer a loss of compensation while they are legitimately ill or injured. A Flight Attendant who uses sick leave for other than legitimate illness or injury may be subject to disciplinary action based on the facts involved.
- F. A Flight Attendant who becomes ill or injured on a trip and is unable to complete their trip will be provided Positive Space on-line travel or on American Airlines or carriers whose inventory is controlled by the Company, on the first available flight to the Flight Attendant's crew base. At the Flight Attendant's option and with Inflight approval, the Flight Attendant will be provided positive space on-line travel, including carriers whose inventory is controlled by the Company, to the Flight Attendant's residence. At the request of the Company, a Flight Attendant may be required to obtain a medical release to travel, at the Company's expense, prior to returning to their crew base or residence. If the Flight Attendant is unable to fly, appropriate alternate ground transportation will be provided by the Company. The terms and conditions of such positive space travel shall be in accordance with Company policy. The policy regarding travel for ill or injured Flight Attendants shall be no less favorable than the policy afforded to pilots.
- G. Inflight Supervisors and Management will maintain confidentiality of any medical information provided by a Flight Attendant.