

## SECTION 25 - LEAVES OF ABSENCE/APPROVED TIME OFF

### A. PERSONAL LEAVE

1. A Flight Attendant may be granted a personal leave of absence without pay for a period not to exceed one hundred and eighty (180) days. Requests for personal leave and mutually agreed upon start and end dates shall be in writing. Once granted, a personal leave may only be canceled by mutual agreement between the Company and the Flight Attendant. A personal leave may be extended for additional periods not to exceed one hundred and eighty (180) days when approved in writing by the Company.
2. The chart in Paragraph O contains additional rules and benefits that apply to a Personal Leave.

### B. VOLUNTARY LEAVE OF ABSENCE (VLOA)

1. When the requirements of the service permit, a Flight Attendant may be granted a Voluntary Leave of Absence (VLOA) without pay for one (1) bid period. A VLOA shall be offered on a crew base basis. A VLOA will be available for bid ~~at a crew base~~ and will be awarded ~~in seniority order~~ as far in advance as possible. The VLOA will be awarded in seniority order to Lineholders first and then to Reserves in seniority order. The award shall be completed prior to the bid process or, if not possible, the bid and award may be made part of the monthly bid process.
2. In the event the Company determines that it is overstaffed for a portion of a bid period the Company may offer VLOAs for less than one (1) bid period. These leaves shall be communicated electronically to Flight Attendants and open for a minimum of seventy-two (72) hours and shall be granted in seniority order after the seventy-two (72) hour posting period has elapsed. If there are remaining leaves available, they shall be granted on a first-come, first-serve basis until the staffing has been reduced by the necessary number of Flight Attendants provided such request is received prior to the opening of PBS.
3. At their option, a Flight Attendant on a VLOA may attend their scheduled training in their base month. A Flight Attendant on a VLOA will be required to attend their training in their grace month.
4. A VLOA shall be unpaid but the Flight Attendant shall be treated as if on active status for all purposes. Once awarded, a VLOA cannot be canceled except by mutual agreement between the Flight Attendant and the Company.
5. The Company shall either offer all VLOAs in a bid period that release Flight Attendants with carry over trips on the first day of the new bid period or all VLOAs that obligate Flight Attendants to be responsible for the carry over trip into the new bid period unless otherwise relieved of the obligation pursuant to the terms of this Agreement. If the Company makes the decision to release a Lineholder with carry-over trips on the first day of a bid period, a Lineholder will have the option of splitting the carry-over trip, if possible, completing the carry-over trip, or dropping the trip without pay. In such instance, a Reserve will have their days of availability in the oncoming bid period removed and for purposes of splitting only such days will be treated as Golden Days.
6. The chart in Paragraph O contains additional rules and benefits that apply to a VLOA.

### C. LEAVE IN LIEU OF FURLOUGH

1. A Leave in Lieu of Furlough without pay will be available to bid at a crew base in lieu of a reduction of personnel at that crew base in accordance with Reduction in Force, Section 23.
2. The Company will not actively contest claims for unemployment benefits filed by Flight Attendants accepting a Leave in Lieu of Furlough.
3. The chart in Paragraph O contains additional rules and benefits that apply to a Leave in Lieu of Furlough.

#### D. EDUCATIONAL LEAVE

1. A Flight Attendant requesting an Educational Leave of Absence without pay must specify the entire period they wish to be on leave. An Educational Leave that has been granted shall not be canceled by the Company. A Flight Attendant will be allowed to return to active status at any time during the leave by giving thirty (30) days written notice to the Company.
2. A Flight Attendant requesting an Educational Leave of Absence must provide the Company with the necessary documentation to support the reason for the leave.
3. The chart in Paragraph O contains additional rules and benefits that apply to an Educational Leave.

#### E. MEDICAL LEAVE OF ABSENCE

1. The Company shall grant a Flight Attendant a Medical Leave of Absence, upon request, due to an illness or injury.
2. The Company will require a Flight Attendant requesting a Medical Leave to furnish written verification from the Flight Attendant's personal physician confirming their inability to perform Flight Attendant duties.
3. Prior to returning to duty from Medical Leave, a Flight Attendant will be required to present a physician's statement verifying that the Flight Attendant is medically fit to perform all required Flight Attendant duties.
4. Any dispute about a Flight Attendant's ability to perform their required duties shall be resolved using the procedures outlined in Medical Examinations, Section 28.
5. Any Flight Attendant who is on an unpaid Medical Leave as of the effective date of this Agreement shall be afforded five (5) years from the Agreement effective date, unless she/he is released to return to active duty and fails to return during such time period. Any Flight Attendant who is unable to return to active service from an unpaid Medical Leave after five (5) consecutive years shall be deemed to have voluntarily resigned from the Company and their name shall be removed from the seniority list. Removal from the seniority list, however, shall not be automatic. Instead, the Company, upon request from the Flight Attendant, shall consider whether an additional period of leave of a specific duration may be reasonable.
6. ~~Any dispute about a Flight Attendant's ability to perform her/his normal duties shall be resolved using the procedures outlined in Medical Examinations, Section 28.~~
- 7.6. If eligible according to the terms of the disability program, a Flight Attendant may use disability benefits while on Medical Leave of Absence. A Flight Attendant will be required to use sick hours. Use of sick, vacation accrual and disability benefits shall be as provided in Sick Leave, Section 9; Vacation, Section 8; and Insurance, Retirement, and Other Benefits, Section 26.

~~8-7.~~ A pregnant Flight Attendant may remain on active status until their personal physician certifies to the Company that the Flight Attendant is no longer able to perform Flight Attendant duties. If the Flight Attendant subsequently provides written verification from their physician that they are not able to perform Flight Attendant duties, the Flight Attendant will be placed on a medical leave of absence.

~~9-8.~~ Medical Leaves for elective surgery may not be taken between November 15<sup>th</sup> and January 6<sup>th</sup> unless required under FMLA.

~~10-9.~~ The chart in Paragraph O contains additional rules and benefits that apply to a Medical Leave.

#### **F. FAMILY MEDICAL LEAVE (FMLA)**

1. A Flight Attendant who is eligible and qualifies for a leave of absence under the Family Medical Leave Act (FMLA) or applicable state law, whichever is greater, shall be granted a leave of absence.
2. A Flight Attendant will be required to use their sick hours while on FMLA for their own illness. At the Flight Attendant's option, they may use vacation that is or may be scheduled during the year while on FMLA for their own illness. While on FMLA, the use of vacation while caring for a family member will be in accordance with Company policy.
3. To the extent permitted by law, FMLA shall run concurrently with other approved leaves.
4. A Flight Attendant on a FMLA shall receive all benefits as provided by the FMLA or applicable state law.
5. The chart in Paragraph O contains additional rules and benefits that apply to a FMLA.
6. Protected time equivalent to FMLA shall be provided in cases involving a Domestic Partner (same and opposite sex) who meets the eligibility requirements, as defined in the Company's Domestic Partner Benefits Program.

#### **G. MATERNITY/PATERNITY LEAVE**

1. The status of a pregnant Flight Attendant shall be as provided in Paragraph E.7.
2. A Flight Attendant who does not qualify for a Medical Leave of Absence shall, upon request at any time during the pregnancy, be granted an unpaid Personal Leave of Absence. If the Flight Attendant subsequently provides written verification from their physician that they are not able to perform Flight Attendant duties, the Flight Attendant shall be placed on a Medical Leave of Absence.
3. After the birth of a child or termination of pregnancy, a Flight Attendant may request and shall be granted an unpaid Maternity/Paternity Leave of Absence for up to one hundred and eighty (180) calendar days. This leave shall commence upon the date of birth or termination and shall continue until no later than one hundred and eighty (180) calendar days after that date. Additional leave will be considered by the Company due to extenuating circumstances.
4. If eligible according to the terms of the disability program, a Flight Attendant may use disability benefits while on Maternity Leave. A Flight Attendant will be required to use sick hours. Use of sick, vacation accrual and disability benefits shall be as provided in Sick Leave, Section 9, Vacation, Section 8, and Insurance, Retirement, and Other Benefits, Section 26.

5. The chart in Paragraph O contains additional rules and benefits that apply to a Maternity/Paternity Leave.

#### **H. ADOPTION LEAVE**

1. A Flight Attendant who legally adopts a child shall be granted a leave of absence. Such leave will commence on the date that the Flight Attendant takes custody of the child, or, in the event travel is required, when the Flight Attendant begins travel to obtain custody of the child and will continue until a court of competent jurisdiction issues or refused to issue a decree declaring the Flight Attendant as the legal parent of the child. Once a decree is issued, an additional one hundred and eighty (180) days of leave will be granted at the Flight Attendant's option. Additional leave will be considered by the Company due to extenuating circumstances.
2. The chart in Paragraph O contains additional rules and benefits that apply to an Adoption Leave.

#### **I. UNION LEAVE**

1. The Company shall grant a Union Leave of Absence without pay to a Flight Attendant who is elected or appointed to a position with APFA provided the APFA remains the exclusive bargaining agent for the employees covered under this Agreement. A Flight Attendant granted leave under this Paragraph shall continue to accrue seniority and shall return to duty subject to Seniority, Section 20.
2. A Flight Attendant on Union Leave shall be paid directly by the APFA and shall not be covered by the flight pay loss provisions of Union Business, Section 32.
3. The chart in Paragraph O contains additional rules and benefits that apply to a Union Leave.

#### **J. MILITARY LEAVE OF ABSENCE**

1. A Flight Attendant who receives orders to report to the military service of the United States will be granted a Military Leave of Absence without pay. The duration of the leave, including reserve duty, and the Flight Attendant's reemployment rights will be governed by applicable statutes. Flight Attendants on Military Leave will be treated no less favorably than as provided in Corporate Policy.
2. In the case of a temporary disability which makes it impossible to return to active flight status within ninety (90) calendar days after discharge, special arrangements shall be made by the Company and the APFA for an appropriate extension of time, not less than that permitted for a Medical Leave of Absence.
3. A Flight Attendant requesting short-term weekend military duty will do so prior to the beginning of the bid month. Where such prior notification is given, the Flight Attendant will have the following options:
  - a. To protect scheduled days off, the Flight Attendant may request a leave of absence to participate in scheduled weekend military reserve training. However, the Flight Attendant's minimum monthly pay guarantee will be prorated to reflect the additional time off if their credited flight time does not exceed their minimum monthly guarantee;
  - b. To protect the minimum monthly pay guarantee, a Flight Attendant may choose to move any scheduled days off in the bid period to cover the scheduled weekend reserve training, upon notification to Crew Scheduling. The days off must be in accordance with the

parameters in Reserve Duty, Section 12;

- c. A Flight Attendant may use vacation for short term weekend military duty.
4. The chart in Paragraph O contains additional rules and benefits that apply to a Military Leave.

#### K. GENERAL

1. A Flight Attendant desiring to take a leave of absence should notify the Company by submitting a completed leave of absence form, available on the Company Intranet. This form should include, but not limited to, the type of leave desired, when the leave should commence, and the expected duration of the leave. Approval or denial of such leave shall be made in writing and sent by U.S. Mail or another verifiable method, including an electronic method as soon as possible after the date on which the request was received by the Company.
2. A request for an extension of a leave of absence shall be made in writing as above and state the expected duration of the extension. The disposition of the request shall be made as soon as possible. A Flight Attendant will be notified of the disposition of their request by U.S. Mail or another verifiable method, including an electronic method.
3. A Flight Attendant on a leave of absence who continues to be paid by utilizing sick leave and/or scheduled vacation will continue to have access to insurance benefits at the active rate, sick and vacation accrual. Pass travel privileges shall be pursuant to Company policy.
4. A Flight Attendant who elects to utilize their scheduled vacation days while on a paid Leave of Absence cannot split their vacation group. The Flight Attendant shall be paid for the entire vacation group utilized.
5. Other Employment While on Leave
  - a. A Flight Attendant commencing other employment or previously engaged in other employment while on FMLA, Personal Leave, Maternity/Paternity Leave, VLOA, Leave in Lieu of Furlough, Leave in Lieu of Crew Base Displacement, Educational ~~Leave~~, ~~Maternity Leave~~, Adoption Leave, Military Leave or Union Leave shall not be required to obtain permission of the Company.
  - b. For leaves other than those specified in Paragraph K.5.a, the Company shall notify a Flight Attendant requesting such leave, in writing, of the requirement to obtain permission to commence or continue other employment. When such Flight Attendant requests permission to commence or continue other employment, the Company shall respond in writing granting permission or stating the reasons for denial.
  - c. The Company shall not arbitrarily deny a request for permission to engage in other employment while on a leave of absence pursuant to Paragraph K.5.b. Permission may be denied in the case of a Flight Attendant on a Medical or Occupational Injury/Illness leave of absence where the other employment is not consistent with the Flight Attendant's claim of being unable to perform their Flight Attendant duties or the other employment would impede or otherwise interfere with recovery and return to duty.
  - d. A Flight Attendant on a Voluntary Furlough and a Flight Attendant on an Involuntary Furlough will be allowed to engage in other employment within the aviation industry.
6. Return from a Leave of Absence
  - a. A Flight Attendant on a leave of absence shall provide the Company with at least fifteen

(15) days' notice of the date they intend to return to active status. Upon providing such notification, the Company shall immediately arrange for all administrative details, e.g., fingerprinting, background checks, and I.D., if applicable, to be completed and arranged for Recurrent training, extended Recurrent or new hire, as applicable. For Recurrent training, the class must be scheduled to begin within the first seven (7) days of the Flight Attendant's return date. If a Flight Attendant on an extended leave of absence requires training longer than Recurrent training (e.g., extended requalification training) the Company shall place the Flight Attendant in the next class. Such class start date shall not exceed thirty-one (31) days from the Flight Attendant's return date. If a Flight Attendant on an extended leave of absence is required by the FAA to attend new hire training, they will be placed in the next new hire class, the start date of which will not exceed ninety (90) days from the Flight Attendant's return date. If the applicable aforementioned time periods have elapsed and no training class has been made available to the Flight Attendant, and/or the Company fails to complete administrative details, the Company shall then be responsible for providing pay protection based on the Flight Attendant's six (6) month pay average or if the Flight Attendant misses trips, pay protection based on trips missed. A Flight Attendant requesting an alternative training date outside the seven (7) day window will waive any pay protection. If required, a Flight Attendant shall report for assigned drug testing and fingerprinting.

- b. A Flight Attendant returning from a leave of absence who fails to take required training shall be placed on inactive status until such training is completed. A Flight Attendant returning from a leave of absence who fails to take Recurrent training for the second scheduled class, except under extenuating circumstances, shall be deemed a voluntary resignation from the Company and the Flight Attendant's name shall be removed from the seniority list.
  - c. A Flight Attendant who does not need to take required training and who fails to return to active service at the end of a leave of absence shall be deemed a voluntary resignation from the Company and the Flight Attendant's name shall be removed from the seniority list, except under extenuating circumstances.
7. Options regarding use of vacation while on a leave of absence will be as provided for in Vacation, Section 8.
  8. A Flight Attendant's eligibility for benefits will recommence immediately upon return from a leave of absence, i.e., commencement of training and/or completion of administrative requirements as outlined in Paragraph K.6.A.
  9. A Flight Attendant returning from a leave of absence may be required to perform physical limitations testing as required by medical personnel designated by the Company. Any dispute resulting from such examination will be settled pursuant to Medical Examinations, Section 28. A Flight Attendant may be required to submit a physician's statement upon return from a Medical Leave as specified in Paragraph E.3.
  10. While on a leave of absence, contributions will continue on any 401(k)/defined contribution eligible compensation received by the Flight Attendant unless the Flight Attendant changes the contribution level in accordance with Company policy.

#### **L. APPROVED TIME OFF**

1. Bereavement Days
  - a. Upon notification to an Inflight Manager, a Flight Attendant will be granted up to three (3) days off when there is a death in the Flight Attendant's immediate family.

- b. Immediate family shall include a Flight Attendant's spouse, domestic partner as defined in Company policy, children, step-children, grandchildren, parents, step-parents, grandparents, brothers, sisters, legal guardian, and spouse/domestic partner's family (parents, step-parents, brothers, sisters, and grandparents) or relative who actually resides with the Flight Attendant. Bereavement will also be granted in the event of death of any member of the employee's household residing at the same address. If the Company policy provides for more individuals than those listed above, Flight Attendants shall be provided Bereavement Leave for such individuals in addition to the individuals listed above.
  - c. Bereavement Days must be taken within thirty (30) days of the date of the death, absent mitigating circumstances.
  - d. A Flight Attendant shall receive four (4) hours pay and credit for three (3) consecutive days.
  - e. Upon request, the Company shall have the discretion to grant additional days off or to grant days off for an individual other than those stated in Paragraph L.1.b, without pay. Such time off will reduce a Flight Attendant's guarantee by the applicable prorated amount. If such days are granted, the Flight Attendant at their option may use vacation days.
  - f. The Company shall arrange on-line positive space pass transportation to attend the funeral or memorial service/family gathering for a Flight Attendant and their eligible dependents, in accordance with Company policy.
2. Personal Day Policy
- a. A Flight Attendant is entitled to two (2) Personal Days per rolling twelve (12) month period to be used only in the event of an unexpected emergency. A Flight Attendant may request use of their Personal Days by making a verbal request to Crew Scheduling with a follow up call to the Flight Attendant's supervisor.
  - b. The initial Company's decision to award Personal Days will be based on coverage. The Company will not require verification of the emergency. The Personal Days will be unpaid. A Reserve will have 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) deducted from their guarantee.
  - c. If the initial decision is to not grant a Personal Day request based on coverage, the Flight Attendant may contact their Inflight Manager/Operations Coordinator, Inflight to seek approval of the Personal Day request. The Inflight Manager/Operations Coordinator, Inflight will approve the request if the circumstances of the unexpected emergency warrants a Personal Day. The Company will not require verification of the emergency.
  - d. After the two (2) Personal Days are exhausted, the Company maintains the discretion to grant additional days consistent with the current practice regarding Personal Days. For any such additional days, the Flight Attendant must contact their Inflight Manager . These additional days will be unpaid. The Company may require verification of the additional emergency.

## M. BENEFITS

1. Flight Attendants are eligible for COBRA continuation after the expiration of the employer contribution. The COBRA continuation period shall not commence until the expiration of any employer provided medical benefits.
2. If a Flight Attendant uses sick or vacation at the commencement of a leave of absence, the timelines in the chart below will commence on the first unpaid day following the paid sick or vacation days.

**N. MEDICAL RETURN TO WORK CLEARANCE [\(MOVED FROM SECTION 37.P\)](#)**

The Company will post and keep current on the Company's intranet the method and availability of medical return to work clearance.

**N.O. UNPAID LEAVES OF ABSENCE CHART**

<u>Type of Leave</u>	<u>Occ Seniority (bidding)</u>	<u>Class/Long Seniority (pay &amp; vc)</u>	<u>Sick and Vacation Accrual</u>	<u>Basic Medical</u>	<u>Life Insurance</u>	<u>Travel Privileges</u>	<u>Length of Leave</u>
<u>Personal Leave</u>	Yes (duration)	Yes (30 days)	Yes, if available for 15 days	Yes, full rates (duration)*	Yes, full rates (duration)*	No*	Not to exceed 180 days, but may be extended upon approval
<u>Voluntary Leave of Absence (Bid Leave)</u>	Yes (duration)	Yes (duration)	Yes (duration)	Yes, active rates (duration)	Yes, active rates (duration)	Yes	Up to 1 bid period; can be consecutive
<u>Leave in Lieu of Furlough</u>	Yes (duration)	Yes (duration)	Yes, if available for 15 days	In accordance with Company policy*	In accordance with Company policy*	Yes	Varies
<u>Educational</u>	Yes (duration)	Yes (30 days)	Yes, if available for 15 days	Yes, full rates (duration)*	Yes, full rates (duration)*	No*	Varies
<u>Unpaid Medical / Medical Maternity /</u>	Yes (duration)	Yes (30 days)	Yes, if available for 15 days	Yes, active rates (up to 12 months from unpaid, then COBRA)*	Yes, active rates up to 12 months from unpaid, then full rate conversion*	Medical - No*, w/ exception: see unpaid FMLA Maternity- Yes	As medically required; 5 year maximum



<u>Type of Leave</u>	<u>Occ Seniority (bidding)</u>	<u>Class/Long Seniority (pay &amp; vc)</u>	<u>Sick and Vacation Accrual</u>	<u>Basic Medical</u>	<u>Life Insurance</u>	<u>Travel Privileges</u>	<u>Length of Leave</u>
<u>Unpaid IOD</u>	Yes (duration)	Yes (duration)	Yes, if available for 15 days	Yes, active rates (up to 12 months from unpaid, then COBRA)*	Yes, active rates up to 12 months from unpaid, then full rate conversion*	No,* w/ exception: see unpaid FMLA	As medically required; 5 year maximum
<u>Unpaid FMLA</u>	Yes (duration)	Yes (duration)	Yes, if available for 15 days	Yes, active rates (duration)	Yes, active rates (duration)	Yes, including unpaid IOD and Medical Leaves that run concurrent with FMLA*	Up to 12 weeks
<u>Personal Maternity (JCBA Section 25.G) Paternity, Adoption</u>	Yes (duration)	Yes (30 days)	Yes, if available for 15 days	Yes, full rates (duration)*	Yes, full rates* (duration)	Yes*	180 day max from date of birth or in accordance with 25.H.1 for adoption
<u>Union Leave</u>	Yes (duration)	Yes (duration)	Yes, if available for 15 days	Yes, active rates (duration)*	Yes, active rates (duration)*	Yes*	Varies
<u>Military</u>	Yes (duration)	Yes (duration)	Yes, if available for 15 days, but in no case less than required by USERRA	Yes, active rates (duration in accordance with Company policy, but in no case less than required by USERRA)	Yes, active rates (duration in accordance with Company policy, but in no case less than required by USERRA)	Yes, (duration in accordance with Company policy, but in no case less than required by USERRA)	5 years, in accordance with USERRA

**Notes:**

Full rates = Full cost of coverage including the employee and employer contributions

Active rates = Both the Company and the employee pay the same portions of the premiums as if the employee were on active payroll

\*Subject to change based on Company policy

Full Rate Conversion - Policy converts to an individual policy with MetLife at the rates MetLife provides

If leaves are consecutive (no paid status between leaves), with the exception of VLOA's, the benefit period begins on the first day of the first leave.