



SECTION 18: Leaves of Absence

A. Personal Leave

1. A Flight Attendant may, upon proper application to the Company, be granted a personal leave of absence of up to ninety (90) days. When such leaves are granted, the employee shall retain and continue to accrue all forms of seniority during such leaves.
2. Personal leaves of absence beyond ninety (90) days may be extended with the approval of the Company, up to a total of one (1) year. Occupational seniority will continue to accrue for the duration of the leave; however, a Flight Attendant will retain but not accrue Company and Classification seniority.
3. A Flight Attendant on a personal leave shall retain pass benefits in accordance with Company policy.
4. Personal Leaves shall be for a minimum duration of seven (7) consecutive days.

B. Funeral Leave/Bereavement Leave

A Flight Attendant will be given bereavement leave as stated below. The Flight Attendant will contact Flight Service management and specify the date she/he wants to commence the leave. For all paid leaves, the Flight Attendant will be paid and credited at her/his applicable hourly rate prescribed in Section 4 of this Agreement for pairings missed or three hours and forty-five minutes (3:45) per day of Reserve duty.

1. Immediate Family
 - a. In the case of death of an immediate family member, a Flight Attendant will be allowed time off for up to five (5) days which do not have to be consecutive. Three (3) such days will be paid. The Flight Attendant may elect which of the three (3) days will be paid and must notify the Company of such paid days no later than the 5th of the following month, and such days do not have to be consecutive. A line holding Flight Attendant will be credited with pairings missed (less the value of legs into or returning from an overnight falling outside of the three (3) compensated days) and a reserve Flight Attendant will be credited with three hours and forty-five minutes (3:45) per day. The five (5) days off shall be used in conjunction with the funeral, memorial service, or settling of the estate, which includes preparing property for sale and moving effects.



- b. Immediate family for the purpose of paragraph B.1.a. above is defined as: spouse, domestic partner, son and daughter (natural, step, foster), mother and father (natural, step or in-law), sister and brother (natural, step), parent or child of domestic partner, grandmother, grandfather, grandchild, legal guardian, as well as any relative who is a resident of the household.
 - c. Should “Immediate Family” under Company policy be amended to include individuals other than those specified in paragraph B.1.b. above, such individuals will also be included under the provisions of B.1.
 2. Other Relatives and Friends - In the event of death of a close relative or friend (e.g., brother-in-law, sister-in-law, aunt, uncle) other than those listed above, a Flight Attendant will be granted, upon request, three (3) days of unpaid leave. Such days do not need to be consecutive. The three (3) days off shall be used in conjunction with the funeral, memorial service, or settling of the estate, which includes preparing property for sale and moving effects.
 3. In the event that a Flight Attendant requires more time off due to bereavement than is afforded by this Section, she/he may, at her/his option:
 - a. Request a personal leave of absence from her/his Flight Service Manager. Such request will be given the utmost consideration and a decision will be made within twenty-four (24) hours; and/or
 - b. Request to move her/his previously scheduled vacation to the period immediately following the bereavement leave; and/or
 - c. Utilize other provisions afforded under this Agreement, as appropriate.

C. Jury Duty/Witness Leave

1. A Flight Attendant who is required to serve on jury duty will, for pay purposes, be credited with pairings missed at her/his applicable hourly rate of pay as specified in Section 4 of this Agreement, or if on reserve, will be credited with three hours and forty-five minutes (3:45) at her/his applicable hourly rate of pay as specified in Section 4 of this Agreement per day of reserve duty. A Flight Attendant on jury duty will be released from duty for the entire day.
2. A Flight Attendant will for pay purposes be credited for witness duty as in C.1., when appearance is at the request of the Company; or when such appearance, in response to a subpoena, is directly related to Company business, or as a witness in litigation brought by federal, state or local government, provided such litigation is not brought by, or on behalf of the Flight Attendant.



3. If a Flight Attendant must appear in court she/he shall be granted unpaid leave in order to appear in court upon submission of appropriate documentation prior to the appearance date.
4. A Flight Attendant who is a commuter and must serve jury duty will be released from days of work during the days of the actual jury duty and, if requested and necessary, any required travel days. Travel days will be without pay.

D. Medical Leave

1. Medical leaves will be approved for Flight Attendants when they are unable to perform their duties as a Flight Attendant. Such leave will be approved when medical verification is provided for the duration of the illness/injury which prohibits the Flight Attendant from returning to her/his position. [SL-BBB]
 - a. Medical Leave Recertification – For Diagnoses of a Non-Terminal Nature
 - i. If the doctor’s note provided by the Flight Attendant does not contain an anticipated duration for the leave, the Company may require recertification every ninety (90) calendar days.
 - ii. If the doctor’s note provided by the Flight Attendant has an initial anticipated duration of less than one hundred eighty (180) calendar days, the Company may not require recertification unless the anticipated duration is later extended beyond one hundred eighty (180) calendar days, in which case paragraph iii, below, shall apply.
 - iii. If the doctor’s note provided by the Flight Attendant has an initial anticipated duration of more than one hundred eighty (180) calendar days, the Company may require recertification after one hundred eighty (180) calendar days and every six (6) months thereafter.
 - b. Medical Leave Recertification – For Diagnoses of a Terminal Nature
 - i. In the event that a physician diagnoses a Flight Attendant as having a disease that the doctor believes is terminal, the Flight Attendant shall not have to provide any subsequent recertification, unless the Flight Attendant is subsequently able to return to work.
2. A Flight Attendant will not be required to exhaust her/his sick leave bank before going on Medical Leave except where prohibited by law. However, the optional Short-Term and Long-Term Disability plans may require a Flight Attendant to exhaust her/his sick leave bank before



being eligible for those benefits. A Flight Attendant will, upon proper application, be placed on Medical Leave when her/his sick leave bank has been exhausted.

3. A Flight Attendant who requests treatment for a mental health problem or substance abuse problem, prior to notification of testing for random or reasonable cause, may at her/his request be placed on a medical leave for the duration of the treatment program.
4. A Flight Attendant will retain and continue to accrue all forms of seniority while on a medical leave of absence.
5. Medical leaves may not exceed five (5) years in duration. If a Flight Attendant is cleared back to active status and subsequently goes back out on a medical leave, the five-year clock starts anew.
6. A Flight Attendant on an authorized medical leave of absence will be allowed to travel on Company passes to medical appointments and otherwise as consistent with the Company pass travel policy.
7. A Flight Attendant who goes out on a medical leave of absence will be eligible to continue health insurance at the active employee rate for a maximum of twelve (12) months. If she/he comes back to active status and subsequently goes out on a leave again for a different medical reason, the 12-month clock for active employee status insurance benefit eligibility starts anew. If she/he comes back to active status and subsequently goes out on a leave again for the same reason, she/he must have been in an inactive status for a minimum of ninety (90) days before the 12-month clock for active employee insurance benefit eligibility starts anew.

E. Injury-on-Duty

1. A Flight Attendant who has suffered an occupational injury on duty (IOD) shall be governed by the provisions of Section 35 of this Agreement.
2. Any time spent on IOD Leave will be pro-rated per the Benefits Threshold calculation chart found in Section 20.C.

Example: A Flight Attendant is on IOD for six (6) months in 2021. She/he would have to meet a Benefits Threshold of 270 hours as a full-time Flight Attendant in order to maintain benefits.



F. Maternity Leave

1. Maternity leave and benefits shall be granted in accordance with Company policy and applicable law and shall not be less beneficial than the terms outlined in this Agreement. The Company will notify the Association of proposed material change(s) to the policy. No material change(s) will be implemented until agreed to by the Company and the Association.
2. A Flight Attendant shall retain and continue to accrue all forms of seniority during a maternity leave of absence.
3. Upon notification by a Flight Attendant to the Company of pregnancy, she shall be provided with a copy of the Flight Attendant maternity leave policy.
4. At the conclusion of a maternity leave, a personal leave may be approved for an initial period not to exceed ninety (90) days. A personal leave may be extended for an additional ninety (90) days, but no further extensions will be permitted. Personal leaves will be in accordance with paragraph A. of this Section.
5. A Flight Attendant utilizing maternity leave may substitute any accrued and unused sick leave and vacation time for any portion of unpaid maternity leave. A Flight Attendant on such paid leave shall be considered on active status.

G. Family Leave Act

1. A Flight Attendant will be granted FMLA leave in accordance with applicable law and Company policy and additionally, FMLA Leave will apply for domestic partners in the same manner as for spouses. The Company will notify the Association of material changes to the policy.
2. A Flight Attendant on FMLA leave will retain and continue to accrue all forms of seniority while on such leave.
3. Any state FMLA statutes that provide more favorable FMLA provisions than the federal statute shall apply to Flight Attendants in accordance with applicable state law.
4. Intermittent FMLA leave will only be applied to days of work.
5. A Flight Attendant on block FMLA Leave will have the ability to paper-bid if the leave will be paid leave.



6. Converting FMLA to VF for pay purposes: A Flight Attendant may apply a day of the current year's earned, but unused vacation or accrued vacation for the next year to an FMLA day(s) in order to receive pay. She/he must notify Pay Comp by the 5th of the following month in order that payroll may process the change.
7. A Flight Attendant shall not be required to deplete her/his accrued vacation prior to commencing an unpaid FMLA Leave of Absence.
8. Converting FMLA to SF for pay purposes: A Flight Attendant may apply available sick leave to an FMLA day(s) in order to receive pay. She/he must notify Pay Comp by the 5th of the following month in order that payroll may process the change.

H. Educational Leave

1. A non-probationary Flight Attendant may, upon proper application to the Company, be approved for an educational leave of absence not to exceed two (2) years. She/he will continue to accrue Occupational seniority for the duration of the leave; however, she/he will retain, but not accrue Classification and Company seniority.
2. Educational leaves will be in accordance with Company policy. A Flight Attendant who gives the Company thirty (30) days' notice may be allowed to return to flight status at any time during such leave. An educational leave will not be canceled by the Company except in an emergency.
3. A Flight Attendant on educational leave shall be required to submit verification of enrollment and completion of course work at an accredited school, college or university within seven (7) days after registration or course completion.
4. Flight Attendant requests for an educational leave will normally be granted prior to voluntary or involuntary furloughs.

I. Military Leave

1. A Flight Attendant will be granted a Military leave of absence in accordance with federal law.
2. A Flight Attendant in the Military reserves serving guard and duty reserve to fulfill the minimum requirements will be released from days of work during the days of the actual training/duty and, if requested and necessary, any required travel days.



J. General

1. Unless otherwise specified, a Flight Attendant on a leave of absence will retain and continue to accrue all forms of seniority.
2. Prior to offering or implementing any type of leave not specified in this Section, the Company will notify the MEC President and allow her/him to offer input.
3. No leave taken pursuant to this Section will count as an attendance occurrence or otherwise be used in any way as the basis for discipline against a Flight Attendant, unless it is subsequently determined that the Flight Attendant falsified or misrepresented any information in relation to such leave.
4. Insurance provisions for Flight Attendants on Leave of Absence are outlined in Section 20 of this Agreement.
5. A Flight Attendant on any leave who does not qualify for “active employee” health insurance benefits may maintain the Group Health Benefits in which she/he is currently enrolled as an active employee and pay 100% of the full cost; or enroll for continuation coverage under COBRA; or elect to drop coverage for the duration of the leave.
6. A Flight Attendant returning from a leave of absence will be returned to duty and pay status no later than two (2) weeks from the date that all required information has been submitted to the Company. The two-week time period begins with the submission of all required information per the Company's initial request.
7. A Flight Attendant returning from any leave whose qualification has lapsed, shall be offered training in a timely manner; however, the provisions of 6. above shall apply.
 - a. A Flight Attendant who is offered a training date for which she/he is legal and available within the two-week period, but declines to attend such training, choosing instead to attend training following the two-week period, is deemed to have waived the reinstatement to paid status until such time as she/he actually begins training.
8. A Flight Attendant on any leave of absence may substitute accrued and unused vacation time for any unpaid portion of the leave. A Flight Attendant on such paid status shall be considered to be on active status.
9. The Association will be provided, on a monthly basis, the names of Flight Attendants on furlough, leaves of absence and Flight Attendants on temporary or special assignments for a full month, including the date the Flight Attendant went off the line and her/his return date.



K. Return to Active Status in Full or Partial Month

1. If available for less than the full bid period, the number of minimum days off will be prorated based upon the numbers of days available per the chart (A) found in Section 8.B. and the Flight Attendant will receive a “soft” credit in accordance with the chart (A) found in Section 8.B. for each day of unpaid leave for purposes of bidding only (e.g., a Flight Attendant returning from maternity leave mid-month). Such line will be built in accordance with the Flight Attendant’s seniority.