



SECTION 35: Injury on Duty Leave / Restricted and Transitional Duty

- A. 1. A Flight Attendant who is eligible for worker's compensation or El Fondo benefits, will have her/his claim administered under the state or territory in which she/he is domiciled or may choose to file her/his claim in another jurisdiction, as applicable. Her/his eligibility to claim benefits in a particular state will be governed by such state's specific statutes. Such Flight Attendant shall be placed on an Injury on Duty (IOD) status.
2. A Flight Attendant who is eligible for El Fondo benefits may use accrued sick leave and/or vacation to make up the difference between the El Fondo benefits and two-thirds (2/3) of the Flight Attendant's average weekly wage.

B. Pay Protection and Compensation

1. The Flight Attendant shall be pay protected for any remaining and scheduled flights on the duty day in which the IOD occurs.
2. A Flight Attendant may use her/his sick leave and/or vacation time during the statutory waiting period. Such Flight Attendant's sick bank and/or vacation bank will be restored if the IOD Leave exceeds the statutory waiting period and the Flight Attendant receives state-paid income replacement for that time. The Flight Attendant will repay the Company for the worker's compensation or El Fondo benefits received for the waiting period and that amount (converted to equivalent pay hours) will be restored to her/his sick leave and/or vacation bank.
3. After the bid month in which the IOD occurred, a Flight Attendant may utilize sick leave or vacation to augment the worker's compensation benefit as follows:
- a. A Flight Attendant who is expected to be on an IOD leave for an entire bid period shall be entitled to "paper bid" in accordance with Section 8.B.4. of this Agreement. The difference between the credited hours awarded on such "paper bid" and the worker's compensation benefit may be made up using sick leave and vacation.

C. Benefits

1. While on IOD leave, a Flight Attendant will retain medical insurance as though an active employee for a minimum of twelve (12) months from the last day on payroll. If the Flight Attendant returns to active status for at least ninety (90) days and then goes back on IOD leave for the same



injury/illness, the 12-month clock will start anew. Additionally, if a Flight Attendant returns from an IOD to active status and subsequently goes back out on an IOD leave for a different illness or injury, the benefits clock starts anew.

2. A Flight Attendant on IOD will continue to receive monthly sick leave accruals if she/he has qualified for such benefit under Section 20.C. of this Agreement, in the year prior.
3. A Flight Attendant on an IOD Leave will retain and accrue all forms of seniority for the duration of the leave.
4. A Flight Attendant who has vacation scheduled to occur during an IOD leave shall have the following options:
 - a. Receive vacation pay when she/he returns from the leave.
 - b. Rebid her/his vacation to an available slot if timing allows. If the timing of the accident/injury does not allow rebidding, the Flight Attendant may trade with any un-awarded vacation block.
 - c. Receive vacation pay-out during that vacation calendar year at anytime during the IOD leave.
5. A Flight Attendant who has suffered an occupational injury on duty (IOD) need not use or exhaust her/his sick leave bank before going on medical leave, except where prohibited by law.

D. Transitional Duty (for IOD) & Restricted Duty (for Non-IOD Injury/ Illness)

1. The Company may request a Flight Attendant on IOD leave to perform Transitional Duty. If a Flight Attendant declines Transitional Duty, the Company may cancel her/his worker's compensation pay within the guidelines of the applicable state's statutes. All Transitional Duty offered must adhere to the restrictions below. Any work offered that does not meet the below restrictions and is subsequently refused, shall not result in the cancellation of any benefits.
 - a. All transitional duty offered must be within the guidelines and the restrictions specified by the Flight Attendant's primary treating physician.
 - b. The site at which the work is to be performed may not exceed thirty-five (35) miles from the Flight Attendant's residence without her/his agreement.



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- c. The Transitional Duty may not exceed five (5) days and may not exceed forty (40) hours per calendar week. This does not preclude the Flight Attendant and management from reaching an alternate and mutually agreed-upon schedule.
 2. A Flight Attendant may request or be offered Restricted Duty while on Medical leave. The performance of Restricted Duty is completely optional for the Flight Attendant and the Company is not required to offer such duty assignments.
 3. A Flight Attendant will be permitted to attend physician's visits and physical therapy during the day(s) on which she/he performs a Transitional or Restricted duty assignment. Such Flight Attendant will attempt to schedule these visits so as not to conflict with the Transitional or Restricted duty assignment. If this is not possible, then she/he may have her scheduled hours or days adjusted, by mutual agreement, to accommodate the appointment.
 4. Flight Attendants will receive their normal rate of pay, including per diem associated with the actual hours worked, during the Transitional or Restricted Duty assignment and shall be allowed to paper bid in accordance with Section 8.B.4. of this Agreement. If performing Transitional or Restricted duty in the bid month injured, the Flight Attendant shall be paid for pairings missed.
 5. Flight Attendants working Transitional or Restricted duty shall be considered to be on active status. In addition, the clock for medical benefits determination shall be stopped for the portion of the month(s) in which a Flight Attendant performs a Transitional or Restricted duty assignment.

E. Return to Duty

A Flight Attendant returning from an IOD leave of absence will be returned to duty and/or 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.

1. 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.



F. General

1. 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.
2. IOD leaves may not exceed five (5) years in duration. If a Flight Attendant returns to active status from an IOD leave of absence and subsequently goes back out on an IOD leave, the five-year clock starts anew.
3. The direction of medical care will be governed by each state's specific worker's compensation statutes and guidelines (e.g., a Flight Attendant will have the right to use her/his personal physician to diagnose and treat any injury on duty if permitted by state law and approved by the worker's compensation board, if required).
4. A Flight Attendant on an IOD leave of absence will be permitted to use travel privileges in accordance with Company policy. Flight Attendants may travel upon request and approval of the Company. Examples of such requests may include but are not limited to the following: A9 qualifying emergency, to seek medical treatment not available locally or Union Business.



SECTION 36: Duration

- A. This Agreement shall become effective April 1, 2021 except as otherwise set forth in this Agreement, and shall continue in full force and effect until and including five (5) years from April 1, 2021 and shall renew itself without change until each succeeding April 1 thereafter, unless written notice of intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party no later than ninety (90) days prior to the 1st day of April in any year, beginning with 2026.
- B. Should written notice of intended change be served in accordance with paragraph A., above, the Association and the Company shall meet and begin Section 6 negotiations no later than sixty (60) days prior to the 1st day of April unless otherwise mutually agreed.

Whereof, the parties have signed this Agreement this 1st day of April, 2021.

FOR ASSOCIATION OF
FLIGHT ATTENDANTS

/s/ Sara Nelson

Sara Nelson, International President

Robert Barrow

Robert Barrow, MEC President

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Armando Ramos, MEC Negotiations

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