

ARTICLE 27 – INJURY ON DUTY ¹

A. REPORT OF INJURY ON DUTY ²

1. A Flight Attendant shall upon becoming aware of having sustained an occupational illness or injury, unless incapacitated, must immediately contact Flight Service to complete an Accident Report containing the following information:

- a. Flight number, aircraft and cabin position.
- b. Date incident occurred.
- c. When/where incident occurred.
- d. How incident occurred.
- e. Action taken when incident occurred.
- f. When/where, from whom professional medical aid was received.
- g. Indicate if time was lost from work.
- h. Names of witnesses.
- i. Signature and employee number.

2. The Flight Attendant will be given a copy of her/his Accident Report. Upon request of the Flight Attendant, the APFA will also be provided a copy of the report. Flight Attendants will be required to follow local base procedures which will be made available to each Flight Attendant at her/his base stations.

B. OCCUPATIONAL ILLNESS OR INJURY ³

1. Option to Draw Upon Accrued Sick Leave

A Flight Attendant drawing Workers' Compensation may, at her/his option, draw upon her/his accrued sick leave provided the Flight Attendant is treated by a medical provider selected by the Company or the claims payor. The combination of Workers' Compensation benefits and sick leave will equal 100% of the monthly guarantee. Effective May 2, 2014, a Flight Attendant who has averaged a minimum of seventy (70) paid hours for the twelve (12) months immediately preceding the month in which the occupational illness or injury occurs, the combination of Workers' Compensation benefits and sick leave will equal eighty-five hours (85:00). Corresponding deductions will be made from her/his available sick leave accrual.

2. State-Mandated Workers' Compensation Benefits in Excess of Eighty-Five (85) Hours ⁴

a. If a disabled Flight Attendant is precluded from drawing from her/his sick leave benefit pursuant to Article 27.B.1. because the state-mandated Workers' Compensation benefits provide 100% of the eighty-five (85) hour sick pay maximum, such Flight Attendant will continue to accrue classification seniority during the period when the above circumstances apply.

b. Should such disabled Flight Attendant later be able to draw upon her/his sick leave benefit while receiving state-mandated Workers' Compensation benefits, the provisions of paragraph 1. shall apply.

3. Classification Seniority

Classification seniority continues to accrue when a disabled Flight Attendant is drawing state-mandated Workers' Compensation benefits pursuant to Article 27.B.2. above until such time as such disabled Flight Attendant exhausts her/his sick leave benefit and is placed on an unpaid sick leave of absence.

4. Preferred Provider Network ⁵

a. The Company shall maintain a Preferred Provider Network ("PPN") list of specialized physicians from which Flight Attendants may select a physician for the treatment of injuries.

b. The decision to utilize the PPN is the determining factor in the ability of a Flight Attendant to draw upon her/his sick leave as provided for in paragraph B.1. above. However, that decision will have no effect on state mandated Workers' Compensation payment eligibility, unless specified by state statute. In the event the Flight Attendant is based in or lives in a state where the Company chooses not to participate in a PPN or a state that does not have a PPN, or the Flight Attendant is deemed geographically precluded from using a PPN as described in paragraph c. below, s/he will not be precluded from drawing upon her/his accrued sick leave.

c. Under current Company policy, a Flight Attendant is considered to be geographically precluded from using a PPN if s/he lives more than forty-five (45) miles from the nearest PPN provider. In the event this mileage limitation is increased in the future, a Flight Attendant who is receiving benefits under Article 27 and who was geographically precluded prior to the change in mileage limitation may continue to use a non-PPN physician and shall not be required to use a PPN physician during the continuation of the occupational illness or injury. ⁶

d. The Company shall meet and confer with APFA concerning any problems in the PPN system identified by APFA.

C. OCCUPATIONAL INJURY UNDER EXCEPTIONAL CIRCUMSTANCES ⁷

1. Forced Landing/Rough Air/Passenger Assault/Hijacking/Sabotage

a. A Flight Attendant, traveling in Company operated aircraft, as a flight crew member or as a passenger on Company business, and only if injuries are sustained as a result of forced landing, rough air, passenger assault, hijacking or sabotage while on duty, will receive full salary less Workers' Compensation benefits for a maximum of six (6) months. No deductions will be made from the Flight Attendant's sick leave account, and scheduled pay increases as provided in Article 3 will be made effective.

b. After the six (6) month period, the Flight Attendant may, at her/his option, use accrued sick leave in addition to any Workers' Compensation to enable the Flight Attendant to receive her/his applicable monthly guarantee. The combination of benefits shall not exceed 100% of the applicable guarantee.

c. "Rough Air" will be defined and identified by the following observable in-flight characteristics:

"Large and abrupt changes in altitude and attitude occur. Occupants are forced violently against seatbelts and shoulder straps. Unsecured objects are tossed about. Food service and walking are not possible."

Moderate chop and/or moderate turbulence will not constitute rough air.

(1) A Captain's official report (E6) or its equivalent of "severe turbulence" will be sufficient to substantiate the presence of rough air. In the absence of a Captain's official report of "severe turbulence", Flight Service will investigate IOD claims of rough air to determine the appropriateness of a designation of rough air. A Captain's report of moderate chop and/or moderate turbulence will not in and of itself disqualify a Flight Attendant for consideration of turbulence (TU) pay.⁸

(2) In the absence of Captain's official report (E6), Flight Service will investigate IOD claims of rough air to determine the appropriateness of a designation of rough air. During the investigation, the following considerations will be taken into account, as applicable to each situation:⁹

- (a) AMR Even Center reports
- (b) Report(s) by crewmembers assigned to the flight
- (c) Purser/#1 Flight Attendant Report
- (d) ATC/Dispatch and/or weather report(s)
- (e) Reports by any other employee witness on the flight
- (f) Nature and/or extent of any passenger/crewmember injuries on the flight due to turbulence
- (g) Nature and/or extent of any aircraft damage as a result of turbulence

(3) In those isolated cases where there may be other types of evidence not listed above which Flight Service determines may be helpful in making the determination of "rough air", such evidence may be taken into account as well.

(4) A decision and notification by Flight Service of "non-rough air" will be considered as having fulfilled the requirements of Article 28.A.3., 4. and 5. of this Agreement.

d. "Forced Landing" will be defined as those instances where due to a hijacking or hostage situation, the aircraft is forced to land.

e. Company Policy on Passenger Assaults. The Company has a zero-tolerance for physical assaults against Flight Attendants.

(1) An on-duty Flight Attendant who is a victim of assault by a passenger will have the full cooperation of the Company in criminal charges brought against the passenger by appropriate authorities. It may be necessary for the Flight Attendant to meet with law enforcement authorities and appear as a witness in criminal proceedings. Flight Attendants in that situation will be given time off with pay and will receive appropriate assistance (e.g., Critical Incident Stress Debrief [CISD] referral, EAP assistance, legal referrals) from the Company.

(2) An on-duty Flight Attendant who is a victim of assault by a passenger will have the cooperation of the Company in pursuing civil litigation, in that the Flight Attendant will be given time off without pay in all proceedings specifically related to the civil litigation where the Flight Attendant's presence is needed for her/his deposition, mediation, trial or required by court order, subpoena and/or law enforcement authorities. The Flight Attendant will be required to submit appropriate verification for time off without

pay. At the Flight Attendant's option, she/he may choose to use Personal Vacation Days (PVD's) in an amount up to the Flight Attendant's vacation accrual to be awarded in the subsequent fiscal year. Such PVD usage may exceed the limitations outlined in Art. 6.0. These PVD's will be awarded regardless of manning.

(3) A Flight Attendant requiring time off pursuant to e.(1) or (2) above will provide the Company as much advance notice as possible.

2. Incident Resulting in Fatality and/or Substantial Aircraft Damage

a. A Flight Attendant who is assigned to a Company operated aircraft that is involved in an air accident resulting in:

(1) a single fatality without substantial aircraft damage, or

(2) one or more serious injuries with substantial aircraft damage, or

(3) complete aircraft destruction in the absence of fatalities, and, as such sustains injuries or disabilities as a direct consequence of the event that prevents her/him from returning to active duty will be entitled to the provisions of E.1.a. above.

b. If, following the period of benefit of E.1.a. above, the Flight Attendant is unable to return to active duty, s/he will receive seventy-five (75) hours pay per month, , for an additional period not to exceed fifty-four (54) months. Such payment will be made in accordance with her/his length of service commensurate with the operation to which s/he is assigned. No deductions will be made from the Flight Attendant's sick leave account, and scheduled pay increases as provided in Article 3 will be made effective.

c. At the end of the maximum five (5) year period, the Flight Attendant may, at her/his option, use accrued sick leave in addition to any worker's compensation benefits to enable the Flight Attendant to receive her/his applicable monthly guarantee.

3. Major Aircraft Accident. A Flight Attendant who is assigned to a Company operated aircraft that is involved in a major aircraft accident, defined as an air accident resulting in:

a. multiple fatalities, or

b. one fatality with substantial aircraft damage, and, as such, sustains injuries or disabilities as a direct consequence of the aircraft accident that prevents her/him from returning to active duty will receive seventy-five (75) hours of pay per month. Such payment will be made in accordance with her/his length of service commensurate with the operation to which s/he is assigned. No deductions will be made from the Flight Attendant's sick leave account, and scheduled pay increases as provided in Article 3 will be applicable.

4. General Provisions

a. In the determination of eligibility for benefits pursuant to 2. and 3. above, "fatality" will be defined as a loss of life directly related to and as a result of the operation of Company aircraft.

b. In the determination of eligibility for benefits pursuant to 2. above, "complete aircraft destruction" will be defined as "physical or economic whole loss."

c. Receipt of benefits under the provisions of paragraphs 1., 2. and 3. above will cease upon 1) the expiration of enumerated benefits; 2) the Flight Attendant's return to active duty; or 3) retirement, whichever occurs first. A Flight Attendant receiving benefits under these

provisions may be required to document continued disability as reasonably requested by AA Medical. Other provisions of this Agreement may apply in these instances.

d. PPN Provider. Pay continuance of benefits under the provisions of this Article 27 are contingent upon a Flight Attendant's use of a PPN provider during the time the Flight Attendant's injury is covered under Worker's Compensation, if s/he resides in a state where the Company uses a PPN and the Flight Attendant is not geographically precluded from using a PPN. Therefore, until a Flight Attendant has reached maximum medical improvement, or has received a permanent impairment rating based on state-mandated guidelines, the Flight Attendant must use a PPN provider, if s/he resides in a state where the Company uses a PPN, and the Flight Attendant is not geographically precluded from using a PPN. Once maximum medical improvement has been reached or the Flight Attendant has received a permanent impairment rating based on state-mandated guidelines, the Flight Attendant may opt to switch to a non-PPN provider for continuing medical care. The provisions of 27.B.2.a and c. apply.

e. Pay continuance of benefits under the provisions of this Article 27.B. are contingent upon a Flight Attendant's cooperation with the Company, including cooperation with any applicable procedures, and in providing the required documentation necessary to substantiate his or her injury.

f. Benefits pursuant to Article 27.C. will be in lieu of any other payment provided for in this Article for all absences due to the same illness or injury.

g. The combination of benefits paid under Article 27.C.1. or C.2 will not exceed one hundred percent (100%) of the applicable total salary continuation amount (e.g., 75 hours/month), once the maximum six (6) month period has been exhausted in C.1.a. and C.2.a. above.

5. Injuries Sustained in Flight Other Than Under Exceptional Circumstances. Injuries sustained in flight for any other reason are covered in B. above.

6. Flight Attendant Support Mechanisms. The parties recognize the benefit of having various Flight Attendant support mechanisms in place to assist Flight Attendants who sustain injuries pursuant to this Article 26.E. Examples of some of the existing support systems include the "GO Team", Critical Incident Stress Debrief (CISD), EAP, AA/APFA Safety Committee, Passenger Misconduct Task Force and the Turbulence Task Force.

D. BENEFITS FOR FLIGHT ATTENDANTS IN THE EVENT OF TERRORISM OR SABOTAGE ¹⁰

1. Death, Permanent Total Disability, Disfigurement and Dismemberment Benefits.

In the event of:

a. the death of a Flight Attendant resulting from injury or illness incurred during acts of terrorism or sabotage, or

b. the permanent total disability of a Flight Attendant resulting from injury or illness incurred during acts of terrorism or sabotage or

c. (1) the permanent medical disqualification of a Flight Attendant by the Company,

(2) the complete loss by a Flight Attendant of sight or hearing,

(3) a Flight Attendant incurring any permanent bodily disfigurement that will cause the Flight Attendant in the judgment of the Company to not meet its appearance standards, or

(4) the loss of both hands, or both feet, or one hand and one foot, or one hand and sight of one eye, or one foot and sight of one eye, resulting from illness or injury incurred during acts of terrorism or sabotage:

The Company shall pay or cause to be paid, subject to the conditions set forth in paragraphs 3. and 4. below, \$500,000 for death or for the conditions specified in 1.b. and 1.c. above, caused by or resulting from any acts of terrorism or sabotage or counteraction to such acts of terrorism or sabotage, to such Flight Attendant if s/he is alive, otherwise to her/his designated beneficiary under the Company's Group Life Insurance Plan. In no event will more than one lump sum payment of \$500,000 be made per covered Flight Attendant. "Permanent total disability" shall mean the complete inability of the Flight Attendant to perform any and every duty pertaining to any occupation or employment for remuneration or profit for the remainder of the Flight Attendant's life. "Loss", with respect to sight and hearing, shall mean entire and irrecoverable loss of such sight or hearing; with respect to hands or feet, loss shall mean actual severance through or above the wrist or ankle joints. In the event the Flight Attendant is killed, incurs a loss, is permanently medically disqualified, suffers permanent bodily disfigurement, or becomes permanently and totally disabled, as provided above, the payments under paragraph 1. of Article 30.M. shall be \$500,000, and such benefits shall be in addition to any benefits provided in other Company plans and payments made pursuant to State Workers Compensation Laws.

2. Temporary Occupational Disability Benefits. In the event a Flight Attendant is temporarily disabled due to an injury or illness arising out of or suffered in connection with acts of terrorism or sabotage while on flight duty or paid layover, the Company shall pay for the period of disability, up to a maximum of twelve (12) months, monthly compensation at the rate of pay set forth in paragraph 9. below. Such payment will be less weekly indemnity benefits received under applicable State Workers Compensation Laws and any payments made under the Long Term Disability Plan. Notwithstanding the provisions of Article 26 of the Basic Agreement, such Flight Attendant will not be charged sick leave during such twelve (12) month period.

3. Applicability. The payments provided by the provisions of paragraph 1. above shall be applicable to any Flight Attendant only when the conditions set forth in paragraphs 1.a., 1.b. and 1.c. above, as applicable, or the injury or illness which leads to such casualty, occurs as a result of acts of terrorism or sabotage or military counteraction of any government, agency or organization while such Flight Attendant is inside or outside the United States, and while s/he is on flight duty or paid layover.

4. Exclusions. Benefits payable under paragraphs 1. and 2. above and 5. and 6. below shall not be applicable to a Flight Attendant when death, or a condition set forth in paragraphs 1.c., or 2. above, as applicable:

- a. is intentionally self-inflicted, or
- b. is contracted, suffered or incurred while such Flight Attendant was engaged in a criminal enterprise, or results from her/his having engaged in a criminal enterprise.

5. Workers Compensation Benefits. A Flight Attendant who is killed or injured during acts of terrorism or sabotage while on flight duty or paid layover will be covered for Workers Compensation benefits as prescribed by the state or territory in which such Flight Attendant's base station is situated. For a Flight Attendant who is killed, these benefits shall be in addition to other benefits to which a Flight Attendant's beneficiaries or representatives may be entitled, such as:

- a. Any basic or elected optional life insurance benefits available under the Company's Group Life Insurance Plan,
- b. The death benefits provided under the Company's Retirement Benefit Plan, if applicable,
- c. The death benefits available under any Personal Accident policy, if applicable,

d. The death benefits provided under paragraph 1. above.

6. Missing, Internment, Prisoner or Hostage Benefits

a. A Flight Attendant who is missing because of acts of terrorism or sabotage committed against such Flight Attendant while s/he is on flight duty or paid layover, shall be paid monthly compensation as set forth in paragraph 9. below for a maximum period of twelve (12) months after her/his disappearance or until death is established, whichever occurs first. When such Flight Attendant has been missing for twelve (12) months, the Company will aid the beneficiary in obtaining legal proof in order that death benefits under Company plans (including the Company's Retirement Plan, if applicable) can be paid, consistent with applicable state law.

b. A Flight Attendant, who is interned or taken prisoner or hostage as a consequence of terrorism or sabotage while on duty or paid layover, shall be paid monthly compensation as set forth in paragraph 9. below for the period during which s/he is known to the Company to be interned or held prisoner or hostage. Such payments will cease, however, when such Flight Attendant's release or death is established.

c. When, under the provisions of paragraphs 6.a. or 6.b. above, a Flight Attendant has been missing for a period of twelve (12) months, or in the event no information is received by the Company for twelve (12) continuous months that an interned, imprisoned or hostage Flight Attendant is alive, the death benefits provided under paragraph 1. above shall be paid. If such Flight Attendant is later found to be alive, compensation as set forth in paragraph 6.b. above will be paid retroactively from the time that monthly payments ceased, less any death benefits paid under paragraph 1. above which were paid to the beneficiary, up to the time released. Any death benefits not recovered per the above offset will be repaid by the beneficiary to the Company upon its demand.

7. Benefit Assignments

a. The monthly compensation allowable under paragraph 6. above to a Flight Attendant interned, missing, held hostage or prisoner, shall be credited to such Flight Attendant on the books of the Company and shall be disbursed by the Company in accordance with written directions from him/her. The Company shall require each Flight Attendant to execute and deliver to the Company a written direction in the form hereinafter set forth. The Company shall, as soon as practicable, require all Flight Attendants to execute and deliver to the Company such written directions. The direction referred to shall be in, substantially, the following form:

"To: American Airlines, Inc.

"You are hereby directed to pay all monthly compensation allowable to me under Article 27.D.6. contained in the current Agreement between American Airlines, Inc. and the Association of Professional Flight Attendants, while interned, held prisoner or hostage, or missing, as follows:

Initially, to _____, _____,
(Name) (Address)
as long as living, and thereafter to _____,
(Name)
_____ as long as living, and thereafter to
(Address)
_____, _____,
(Name) (Address)
as long as living.

"The balance, if any, and any amounts accruing after the death or legal determination of death of all persons named in the above designations shall be held for me or, in the event of my death before receipt thereof, shall be paid to the legal representative of my estate.

"The foregoing directions may be modified from time to time by letter signed by the undersigned, and any such modification shall become effective upon receipt of such letter by the Company.

"Payments made by the Company pursuant to this direction shall fully release the Company from the obligation of making any further payment with respect thereto.

Date: _____

(Flight Attendant Signature)
Employee
No. _____ "

b. Any payments due to any Flight Attendant under this provision which are not covered by a written direction, as above required, or as provided in paragraph 1., shall be held by the Company for such Flight Attendant and, in the event of her/his death or legal determination of death, shall be paid to the legal representative of her/his estate.

8. Seniority. Flight Attendants shall maintain and continue to accrue all seniority and longevity for pay purposes during periods in which they are interned, held prisoner or hostage, or missing because of acts of terrorism or sabotage.

9. Monthly Compensation Definition. "Monthly compensation" as used in paragraphs 2., 6., and G., above is defined as the applicable monthly schedule maximum (one hundred hours [100]) payable at the Flight Attendant's rate of pay with subsequent negotiated increases to be included. Further, a Flight Attendant receiving such monthly compensation shall not be treated less favorably than any other Flight Attendant in that s/he shall be the recipient of all future negotiated benefits. This paragraph 9. will have no effect on payments made under the Company LTD Plan.

10. Relationship With Other Provisions. Any payments made under the provisions of Article 27. will be in lieu of any and all other payments provided for under the Agreement, except as specifically noted in the provisions of Article 27.

E. CHALLENGE TO PAYMENT OF CONTRACTUAL INJURY ON DUTY BENEFITS ¹¹

In the event that the Company or its designee challenges the payment of Injury on Duty (I.O.D.) benefits to a Flight Attendant the Company or its designee may, within seven (7) days of the employee's report of injury (filing of report of I.O.D. claim or commencement of lost time), notify the Flight Attendant and the APFA Chairperson, in writing that the claimed I.O.D. is being challenged. The Flight Attendant may appeal the Company's challenge within seven (7) days of receipt of the Company's challenge by notifying her/his supervisor and the APFA Base Chairperson, in writing. Once challenged, the following shall apply:

1. Injury That Does Not Exceed the Statutory Waiting Period

a. The Flight Attendant will receive pay continuance from the Company up to the maximum days provided during the statutory waiting period under the applicable State Workers' Compensation laws.

b. The supervisor and/or Base Chairperson may appeal within thirty (30) days to the Short Term Injury On Duty Panel, composed of the President of APFA and the Vice President Employee Relations, or their designee. Should the panel be unable to resolve the issue, the matter shall be referred to the designated permanent I.O.D. Referee for decision.

c. The referee will render an immediate decision, without a written opinion, within twenty-four (24) hours of the hearing. Her/his decision shall be limited to (1) determining whether the pay continuance, made to the Flight Attendant under this provision, shall be considered a benefit under sick leave or I.O.D. benefits, or (2) whether the employee was not disabled and therefore should return to the Company the benefits s/he received under this provision.

d. Expenses for the hearing before the special designated referee will be borne in the same manner as for grievances under this Agreement.

2. Injury That Exceeds The Statutory Waiting Period. If the Company challenges the payment of a Flight Attendant's contractual IOD pay continuance benefits prior to a finding of compensability by the respective State Workers' Compensation Board, and/or if a Flight Attendant's compensation case is settled without a finding of compensability, the following will apply:

a. Challenge Procedures

(1) If the Company's challenge is made outside of the seven (7) day requirement of this paragraph G., the provisions of paragraph b. below will apply.

(2) If the Company's challenge and the Flight Attendant's appeal of that challenge are timely, the case will be reviewed by the President of the APFA and the Vice President of Employee Relations, or their designees, within thirty (30) days of the appeal to determine if the payment of the contractual benefits should be initiated.

(3) If, through a mutual agreement by the parties, the Flight Attendant is paid her/his contractual IOD pay continuance benefits, but the respective State Workers' Compensation Board later deems the case as non-compensable, all parties will be bound by the State Workers' Compensation Board's decision and the Flight Attendant will be deemed to have automatically consented to repay the Company any pay continuance benefits that have been paid for that particular injury.

(4) If the parties are unable to resolve the issue of payment of the contractual benefits, the provisions of Article 28.A.3., 4., and 5. of this Agreement will be considered to have been fulfilled and the Flight Attendant may choose to attempt to recover any contractual pay continuance benefits through a grievance processed in accordance with the System Board of Adjustment procedures as detailed in Article 28 and 29 of this Agreement. If such grievance is filed, it will be scheduled in accordance with mutually agreed upon administrative procedures for a hearing at the next scheduled Quarterly System Board and all parties will be bound by the arbitrator's decision.

b. New/Additional Information After Seven (7) Day Period. It is understood that there may be instances in which new/additional information is made known/becomes available to the Company after the seven (7) day period which, in the Company's determination, supports an objection to the continuation of contractual IOD pay continuance benefits. In such event the following will apply:

(1) The Company, or its designee, will notify the Flight Attendant and the APFA Base Chairperson, in writing, of its objection to the continuation of the payment of contractual IOD pay continuance benefits and the specific reason for the objection.

(2) In the event the Flight Attendant does not agree with the Company's decision to object to the continuation of contractual IOD pay continuance benefits, the provisions of Article 28.A.3., 4., and 5. of this Agreement will be considered to have been fulfilled. The Flight Attendant's claim for payment of contractual IOD pay continuance benefits may be processed as a grievance in accordance with the System Board of Adjustment procedures as detailed in Articles 28 and 29 of this Agreement. In such

event, should the parties be unable to satisfactorily resolve the grievance prior to hearing, all matters relating to the grievance will be left to the Board's determination. Pending final resolution, the Flight Attendant will continue to receive all contractual pay continuance IOD benefits.

(3) In the event the Flight Attendant does not challenge the Company's decision to object to the continuation of contractual IOD pay continuance benefits, the Flight Attendant's records for the time period encompassed by the objection will be recoded as sick. If sick accrual is not available for the time period encompassed by the objection, the repayment of any contractual I.O.D pay continuance benefits received to date will be handled in accordance with current overpayment procedures.

3. Medical Reports And Documentation. In addition to other access to documents that may exist elsewhere in this Agreement, the Company will promptly furnish the APFA Vice President or her/his designee with all medical reports and documentation related to the respective I.O.D. (as they relate to the Company's denial of contractual benefits for that I.O.D.) provided the employee authorizes in writing the release of such documentation to the APFA.

4. Failure To Appeal. If the employee fails to appeal the Company's challenge of benefits the decision of the Company shall be final.

5. Finding of Compensability. Notwithstanding other provisions of this paragraph G., if a Flight Attendant's workers compensation case is settled or adjudicated by the respective State Workers' Compensation Board with a finding of compensability, both the APFA and the Company will be bound by that determination, for payment of contractual I.O.D pay continuance benefits.

F. ACTIVE MEDICAL WHILE ON PAID OR UNPAID SICK OR INJURY

Flight Attendants may remain on active medical coverage paying active medical contributions for up to twelve (12) months per injury/illness as defined below:

1. On the 10th day of a continuous absence due to injury/illness, the Flight Attendant's twelve (12) months of active medical coverage will begin.

2. Flight Attendants will pay their applicable monthly active medical contributions and other voluntary optional coverage through normal payroll deduction. However, if earnings are insufficient to cover the full monthly contributions, the amount due will be collected using a direct billing process.

3. A Flight Attendant, who continues with the same absence due to illness/injury beyond twelve (12) months, will be solicited for COBRA continuation if eligible at the normal COBRA rates.

G. AIRCRAFT ACCIDENT-SURVIVOR MEDICAL CARE ¹²

The Company will continue its past practice with regard to a Flight Attendant assigned to a Company operated aircraft in an aircraft accident as defined under Article 27.C.3. above, and will continue to provide a Flight Attendant injured in such aircraft accident with complete medical care for injuries and/or disabilities of the Flight Attendant incurred as a direct consequence of the aircraft accident.

H. ADDITIONAL ASSISTANCE ¹³

If the Company, at any time in its discretion, grants additional sick leave or assistance to any Flight Attendant, it shall not constitute a precedent requiring additional sick leave or assistance in any other case.