

## **SECTION 27 - INJURY ON DUTY (IOD)**

- A. A Flight Attendant who becomes ill or injured as a result of an occupational incident shall receive Workers' Compensation benefits in accordance with individual State laws.
- B. The Company shall pay protect a Flight Attendant who suffers an occupational illness or injury for the greater of her/his scheduled or actual credit hours per Compensation, Section 3, for the duty period in which the illness or injury occurs provided such occupational illness or injury claim is approved by the designated Worker's Compensation insurance provider.
- C. A Flight Attendant will use her/his accrued sick leave hours and scheduled vacation. If sick leave hours are exhausted, she/he may use vacation that is or may be scheduled during the year in order to receive pay for trip(s) or reserve days which were scheduled to occur during the statutory waiting period before Workers' Compensation benefits may begin. Trip(s) are based on the Flight Attendant's projected line as of the commencement of the statutory waiting period. The waiting period will be otherwise unpaid. To the extent the Flight Attendant receives retroactive payments of Workers' Compensation benefits for the statutory waiting period, she/he will be required to reimburse the Company for the sick leave and vacation pay and the Flight Attendant's sick leave and vacation banks will be credited accordingly.

### **D. SALARY CONTINUANCE**

- 1. A Flight Attendant who is receiving Workers' Compensation benefits may also receive salary continuance in accordance with Paragraph D.2 or D.3, until such time as she/he is released for duty. To be eligible for salary continuance, the Flight Attendant must select a physician from the Preferred Provider Network (PPN) unless; (i) the Flight Attendant is based in a state where the Company chooses not to participate in a PPN; (ii) in a state that does not have a PPN; or (iii) the Flight Attendant's primary residence is more than forty-five (45) miles from the nearest PPN provider. The amount of salary continuance provided by the Company will be adjusted to reflect any federal or state income tax benefit received by the Flight Attendant as the result of receiving Workers' Compensation benefits. Salary continuance will be offset by the Workers' Compensation benefits. A Flight Attendant who receives more salary continuance than she/he is entitled to will reimburse the Company for the amount of overpayment in accordance with Compensation, Section 3. The Company will promptly notify a Flight Attendant in writing of any overpayment amounts. If the Flight Attendant continues to be disabled when the period of salary continuance ends, she/he may apply for Long Term Disability in accordance with Insurance, Retirement, and Other Benefits, Section 26.
- 2. A Flight Attendant who is receiving Workers' Compensation benefits shall be eligible to receive salary continuance for a total period of up to six (6) months as a result of that particular illness or injury, except that such period shall be extended up to thirty-six (36) months if the injury is incurred while performing Flight Attendant duties and is because of an Aircraft Accident and which resulted in any of the following: 1) hospitalization of more than forty-eight (48) hours, commencing within seven (7) days from the date the injury was received; 2) results in a fracture of any bone (except simple fractures of fingers, toes, or nose); 3) causes severe hemorrhages, nerve, muscle or tendon damage; 4) involves any internal organ; or 5) involves second- or third-degree burns, or any burns affecting more than five percent (5%) of the body surface. For the purposes of this Paragraph, "Aircraft Accident" means an occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or in which the aircraft receives Substantial Damage. "Substantial Damage" shall be as defined in CFR, Title 49, Transportation, Chapter VIII, PART 830, Subpart A – General, Section 830.2. An eligible Flight Attendant who applies for Long Term Disability benefits pursuant to Insurance,

Retirement, and Other Benefits, Section 26, may commence such coverage once she/he has exhausted her/his salary continuance.

3. Major Aircraft Accident

After the conclusion of thirty-six (36) month period, a Flight Attendant who is assigned to a Company operated aircraft that was involved in a major aircraft accident, defined as an air accident resulting in:

- a. multiple fatalities; or
  - b. one (1) 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. The seventy-five (75) hours of pay per month shall be offset by the Workers' Compensation benefits. Such payment will be made in accordance with her/his length of service and will continue to the earlier of separation from the Company or age sixty-five (65). No deductions will be made from the Flight Attendant's sick leave account, and scheduled pay increases as provided in Compensation, Section 3, will be applicable.
4. If the Flight Attendant receives salary continuance during the month of illness or injury, the six (6) or thirty-six (36) month period shall begin during the month of injury. If the Flight Attendant does not utilize salary continuance during the month of illness or injury, i.e., she/he has already worked more than her/his six (6) month average or monthly maximum, the six (6) or thirty-six (36) month period will commence the month after the month of illness or injury.
5. For purposes of determining the last six (6) months as an active Flight Attendant, only months when the Flight Attendant has been active at least fifteen (15) days in a month shall be included in the calculation. In determining the six (6) month average, all credit hours, including any credit hours from the ETB, shall be included in the calculation.
6. A Flight Attendant eligible for salary continuance shall receive the following:

a. Unable to Report All Month

If unable to report for duty for the entire month, she/he shall receive an amount equal to her/his six (6) month average but in no case shall she/he receive an amount greater than a monthly maximum of one hundred and ten (110) hours.

b. Returning to Duty Mid-Month

If returning to duty for a portion of the month after the month has commenced, she/he shall receive salary continuance according to the following formula:

i. Lineholder

(Six (6) month average but not to exceed the monthly maximum of one hundred and ten (110) hours) / # of days in bid month) x # of days from the beginning of the bid month to release date.

ii. Reserve

(Six (6) month average but not to exceed the monthly maximum of one hundred and ten (110) hours) / # of days in bid month) x # of days from the beginning of the bid month to release date.

c. Disabled Mid-Month Without Returning the Same Month

If, after reporting for duty for any portion of the month, should an occupational illness or injury preclude a Flight Attendant from returning to duty the same month, she/he shall receive salary continuance according to the following:

- i. If the amount of credited time flown in the partial month plus the remaining scheduled time in the Flight Attendant's original line exceeds the six (6) month average, the Flight Attendant can claim the remaining scheduled time in the Flight Attendant's original line, but in no case shall she/he claim an amount greater than the monthly maximum of one hundred and ten (110) hours;
- ii. If the amount of credited time flown in the partial month plus the remaining scheduled time in the Flight Attendant's original line does not exceed the six (6) month average, she/he can claim the difference up to the average, but in no case more than the monthly maximum of one hundred and ten (110) hours.

d. Disabled Mid-Month and Returning the Same Month:

If a Flight Attendant becomes injured or ill after the month has commenced and returns to work prior to the end of the month, she/he shall receive salary continuance according to the following:

i. Lineholder

If a Lineholder becomes injured or ill after the month has commenced, and returns to work prior to the end of the month, she/he shall receive salary continuance according to the following:

A Lineholder will receive salary continuance in an amount equal to her/his projection, as determined at the time she/he is disabled, but not to exceed the monthly maximum of one hundred and ten (110) hours, minus the credited time accumulated prior to the date of disability and the scheduled credited time after the release date.

ii. Reserve

A Reserve will receive salary continuance in the amount equal to her/his six (6) month average not to exceed the monthly maximum of one hundred and ten (110) hours divided by the total number of days in the month times the number of days from the date of disability until the date of release.

E. Any dispute regarding a Flight Attendant's return to work not otherwise governed by the applicable Worker's Compensation statute will be resolved pursuant to Medical Examinations, Section 28.

F. If a Workers' Compensation claim is denied, the Flight Attendant may appeal such claim through normal state channels. While the claim is in the appeal period, the Flight Attendant will be paid sick hours if she/he has sick hours in her/his bank and at the Flight Attendant's option scheduled vacation. If a Flight Attendant is claiming sick leave and has scheduled vacation, she/he must notify the Company if she/he wishes to cancel the scheduled vacation. If the decision is reversed and the claim is approved, the amount of sick leave and vacation time claimed, and sick leave and vacation that would have been accrued but for the original denial of the claim during the appeal period will be returned to the Flight Attendant's sick leave and vacation banks. The amount of sick leave and vacation time reinstated will be limited to the amount of salary continuance the Flight Attendant would have been eligible for pursuant to Paragraph D.5. Taxes will be adjusted in accordance with the law. However, if the Flight Attendant has no sick leave or

vacation time and the decision is reversed and the claim approved, then salary continuance along with related benefits will be paid retroactively.

- G. A Flight Attendant shall not be required to work light duty in order to qualify for salary continuance.
- H. The Company shall notify a Flight Attendant in writing upon commencement of an IOD of the Flight Attendant's responsibilities under Leaves of Absence, Section 25.K.5.

**I. BENEFITS**

A Flight Attendant shall be considered an active employee for all purposes, i.e., medical, dental, vision, disability and life insurance for the duration of the time she/he is receiving salary continuance and for any period of time following the conclusion of salary continuance that the Flight Attendant is claiming sick leave or vacation. Following the expiration of salary continuance and the exhaustion of sick leave and vacation bank, if utilized, the Flight Attendant shall be placed on an unpaid Medical Leave of Absence and shall receive all continued benefits associated with that leave. Pass travel privileges shall be pursuant to Company policy.

- J. A Flight Attendant shall retain and accrue occupational seniority and classification/longevity seniority for the duration of the IOD absence.
- K. A Flight Attendant on IOD may, upon request, attend training if approved in advance by Flight Service.
- L. A Flight Attendant on IOD during her/his probationary period shall have her/his probationary period extended accordingly.
- M. A Flight Attendant who becomes ill or injured as a result of an occupational incident shall not be charged a sick leave occurrence for absences related to the occupational illness or injury.