

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 N 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 she/he wishes 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 N 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 her/his personal physician confirming her/his 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 she/he is medically fit to perform all required Flight Attendant duties.
4. Any dispute about a Flight Attendant's ability to perform her/his 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.
6. 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 her/his 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.
7. 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.
8. 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.

9. A pregnant Flight Attendant may remain on active status until her personal physician certifies to the Company that she is no longer able to perform Flight Attendant duties. If the Flight Attendant subsequently provides written verification from her physician that she is not able to perform Flight Attendant duties, the Flight Attendant will be placed on a medical leave of absence.
10. 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.
11. The chart in Paragraph N 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 her/his sick hours while on FMLA for her/his own illness. At the Flight Attendant's option, she/he may use vacation that is or may be scheduled during the year while on FMLA for her/his 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 N 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.9.
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 her physician that she is 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.