

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.