

Article 17 Leaves of Absence

A. Employees will be eligible for leaves of absences described in this Article. Such leaves will be administered in accordance with Company policy. The terms and conditions of the leave must be described in writing and provided to the employee at the onset of the leave.

B. **Family Medical Leave:** Employees will be eligible for leave from work pursuant to the terms of the Family Medical Leave Act (FMLA) of 1993, as amended. When approved FMLA leave is taken for an employee's own qualifying serious health condition, the employee must exhaust all sick time, after which the employee may elect either to use any earned vacation time or be placed on unpaid status. When approved FMLA leave is taken for any other reason provided for under FMLA, the employee must exhaust all earned vacation time, but cannot use sick time unless required by state law.

C. **Medical Leave:** An employee unable to work due to personal illness or injury, physical disability or pregnancy may apply for a medical leave of absence, using the Company-specified form. The Company may require such leave to run concurrently with FMLA leave if such leave otherwise qualifies as FMLA leave. Such application must be accompanied by a written verification confirming the employee's inability to perform their job duties and the length of time the employee will be out of work. Such written verification must be provided by a health care provider qualified to treat the medical condition necessitating the leave.

Approved leaves will be for a period of not more than ninety (90) days. Extensions in ninety (90) day increments will be granted when accompanied by the required documentation, including a written verification provided by a health care provider qualified to treat the medical condition necessitating the leave confirming the employee's continued inability to perform their job duties and the length of additional time the employee will be out of work. Any employee who remains on leave status in excess of five (5) years shall be deemed to have resigned their position and shall be removed from the seniority roster. This, however, shall not be automatic. Instead, the Company, upon request from the employee prior to the expiration of the five (5) year term, shall consider whether an additional period of leave of a specific duration may be reasonable.

D. **Personal Leave:** A request for a personal leave of absence shall be considered on its merits and balanced against the needs of the service. The Company may require such leave to run concurrently with FMLA leave if such leave otherwise qualifies as FMLA leave. Application for such leave will be made on the Company specified form. Such leave of absence, if granted, will be for a period of not more than ninety (90) days. Subject to the same criteria, the employee may be eligible for one (1) ninety (90) day extension.

E. **Adoption/Maternity/Paternity Leave:** Upon request and when accompanied by the required documentation substantiating the need for such leave, an employee will be granted an unpaid adoption/maternity/paternity leave of absence of up to eight (8) weeks, and for any additional period that may be required by local adoption laws. Adoption leave will commence on the date the employee takes custody of the child or the date the child is placed in the employee's home.

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Maternity/paternity leave will commence on the day the infant is born. The Company may require adoption/maternity/paternity leave to run concurrently with FMLA leave (if such leave otherwise qualifies as FMLA leave), and/or paid Sick leave and/or unpaid absence. If the employee has exhausted or exhausts FMLA leave and/or Sick leave time prior to or during this eight (8) week period, the Company will grant adoption/maternity/paternity leave of up to, but no more than, eight (8) total weeks from the birth or adoption of the child, unless an additional period is required by local adoption laws.

F. Jury Duty: Employees will be granted time away from work for jury duty when such event is documented by submission of a court notice. The employee will receive the difference between their regular pay and the actual payment received for jury duty (excluding expense reimbursement). Employees must provide proof of jury duty service and verification of the amount of payment received to the Company payroll department immediately upon receipt of jury duty payment.

Employees assigned to jury duty will not be required to report for work on any day that the jury duty requires more than two (2) hours at the courthouse. While serving on jury duty, should the employee be released within two (2) hours of reporting for such duty, they will be required to report for work to complete the remainder of their shift for the day.

Employees will remain on their normal shift and scheduled days off, except when jury duty extends beyond five (5) calendar days. In these instances, scheduled days off will be reassigned to Saturday and Sunday for the duration of the jury duty.

G. Military Leave: Employees will be permitted unpaid leave from the Company for military service for a period not to exceed five (5) years unless a longer period is specified under the Uniformed Services Employment and Reemployment Rights Act (USERRA) as amended. Terms and conditions of the leave, and the return to duty, will be those established by applicable law.

Employees will receive a maximum of ten (10) paid working days off within a fourteen (14) calendar day period in a calendar year for reservist training that will not count against the employee's vacation. The Company will pay the employee the difference between their regular pay, excluding any shift premium, and the amount received from the military. Employees will be required to provide the Company with a copy of their reserve training orders and will be required to submit to the Company proof of the amount of pay received from the military within seven (7) days after the employee returns. This amount (excluding expenses) will be deducted from the employee's next pay check.

H. Bereavement Leave: Employees on active pay status, upon providing proper documentation, shall be allowed three (3) work days off for bereavement with pay for scheduled hours, up to a maximum of eight (8) hours per day, except an employee who has a regularly scheduled ten (10) hour work day shall receive a maximum of ten (10) hours of pay for each day. An employee may use bereavement leave days non-consecutively. All other aspects of bereavement leave,

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including the family members for whom bereavement leave is available, shall be pursuant to Company policy.

I. Long Term Union Leave: Employees accepting full-time employment with the Union shall, during such employment, be granted an indefinite leave of absence by the Company. There shall not be more than twenty-four (24) employees on Long Term Union leave at any one time. Employees granted unpaid leaves under these provisions will:

1. Continue to accrue Date of Hire, Passenger Service and Pay Date seniority.
2. Be eligible to continue all employee health and insurance benefits by reimbursing the Company for the Company's costs and administrative fees for those benefits. Such employees will not accrue vacation, sick leave or holiday vacation, but will have such leave balances frozen as of the first day of Long Term Union leave.
3. Be awarded a position in their previous location within the group and classification upon return from Long Term Union leave.
4. Employees on such leave shall receive on-line non-revenue travel benefits and interline travel benefits consistent with other airline (OA) travel policies for personal use only.

J. The Association may designate up to eleven (11) employees on Long Term Union leave for whom the Company will pay the employee's pay and benefits. The Association will be responsible for the employee's pay and benefits, and the Company will bill the Association for the employee's salary plus an eight percent (8%) override for tax and benefit related expenses. The Company shall deliver such bill to the applicable Association Co-Chair. Failure of the Association to reimburse the Company for the billed charge will result in termination of the payment arrangement.

K. Short Term Union Leave (thirty (30) days or less): Unpaid leaves for short durations are subject to Company approval and will be granted based on the needs of the service. Requests for Short Term Union leave by the Union, must be submitted in writing to the Director of Labor Relations, or their designee a minimum of seven (7) days prior to the effective leave date and must include the absence dates and the reason for the leave. If any employee must use a swap to attend a Union event or meeting, the swap will not count towards the quarterly allotment in Article 5, Paragraph P.11 of this Agreement provided written notice is submitted to local management on the day the shift trade is submitted for approval. For purposes of qualifying hours in order to be eligible for FMLA leave and vacation, sick leave and holiday vacation accruals, Short Term Union leave shall count as hours worked based upon normal scheduled hours replaced by the leave.

L. An employee on any leave of absence who engages in other employment (other than that described in Paragraphs G, I and J of this Article) and/or uses the time of a leave for purposes other than that for which it was granted without specific written consent from the Company or

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does not provide management with current information as to their status upon request or does not return upon completion of the approved leave, will be deemed to have resigned and their name will be stricken from the seniority roster.

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For the Company:

For the Union:



Lynn Vaughn
Managing Director of Labor



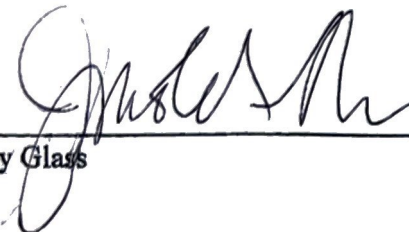
Marge Krudger
Co-Chair, CWA-IBT Association

12/20/23


Date

12/18/23

Date



Jerry Glass



Kimberly Barboro
Co-Chair, CWA-IBT Association

12/20/23

Date

12/20/23

Date