

SECTION 23
LEAVES OF ABSENCE

A. Personal and Educational Leaves of Absence

When the requirements of the service permit, Flight Attendants shall be granted a personal or educational leave of absence for a period not in excess of one hundred eighty (180) days. Such period may be extended for additional periods not to exceed ninety (90) days each. Requests for leaves of absences or extensions thereof, and approvals by the Company shall be in writing to the Flight Attendant at least two (2) weeks prior to the commencement or extension of the leave of absence. Leaves of absence that have been granted shall not be canceled by the Company except in a declared emergency. A Flight Attendant may be allowed to return to flight status, at any time during the leave, upon thirty (30) days notice to the Company.

1. A Flight Attendant on a personal leave of absence shall retain and continue to accrue seniority for a period of one hundred eighty (180) days.
2. A Flight Attendant on an educational leave of absence shall retain and continue to accrue seniority for a period of two hundred and seventy (270) days.

B. Special Leaves of Absence

Special leaves of absence shall be granted consistent with the needs of the service. The periods of time shall be determined by the Company. Flight Attendants granted such leaves may not return prior to the expiration of the leave unless approved by the Company. In cases of personal hardship the Company may agree to terminate the Flight Attendant's leave of absence. Should the Company offer and award special leaves of absence of one hundred eighty (180) days or less, Flight Attendants who are awarded any combination of special leaves of absence in excess of one hundred eighty (180) days in a twelve (12) month period shall accrue seniority for a maximum of one hundred eighty (180) days while on such leaves and thereafter retain only. Should the Company offer continuous leaves of more than one hundred eighty (180) days, Flight Attendants awarded such leaves shall accrue seniority for one hundred eighty (180) days and thereafter retain only.

C. Medical Leave of Absence

Upon request, the Company shall grant the following medical leaves of absence: occupational and non-occupational. When leaves of absence are granted due to occupational or non-occupational illness or injury, a Flight Attendant shall retain and accrue seniority for a period not to exceed three (3) years.

(Note: A Flight Attendant is automatically placed on leave of absence for illness or injury on the seventeenth (17th) day after exhaustion of all applicable sick leave credits.)

D. Medical Leave of Absence Due to Pregnancy

1. A Flight Attendant shall immediately notify the Company upon knowledge of pregnancy. Such Flight Attendant may in accordance with Company policy, either continue to fly or be placed on leave status.
2. A Flight Attendant on leave status due to pregnancy must be available to return to active service as a Flight Attendant within ninety (90) days following the date of delivery. Return to active service is contingent on passing a Company physical examination.
3. If, due to the health of the Flight Attendant's new born child, additional time off is deemed necessary by the Company's medical examiner, return to active status may be delayed for up to but in no case exceeding an additional ninety (90) days.
4. A Flight Attendant on leave status due to pregnancy shall retain and accrue seniority during the leave. She shall not, however, accrue vacation or sick leave during the period of the leave.

E. Union Leave of Absence

Flight Attendants assuming official positions with the Association of Flight Attendants contemplated for or extending beyond one year shall be placed on a leave of absence and shall continue to retain and accrue seniority during such leave of absence. If more than two (2) Flight Attendants occupy such positions at any given time, leaves of absence for any number in excess of two (2) shall be contingent upon the needs of the service. In addition, a Flight Attendant on such leave of absence shall be granted Company pass and reduced rate transportation for herself/himself and eligibles up to the amount accrued at the time of going on such leave of absence.

F. Military Leave of Absence

A Flight Attendant who voluntarily enlists or is ordered by the government of her/his country of citizenship to enter active military duty during a period of national emergency or pursuant to law or is classified as 1-A under the Selective Service Act or the equivalent law of another country, who is unable to obtain a deferment and chooses to enlist for military duty in the Armed Forces, shall retain and continue to accrue seniority. Such Flight Attendants entering military service shall continue to accrue seniority only during the period in which they are on Armed Forces duty plus ninety (90) days, and in no case will any Flight Attendant accrue seniority for a period exceeding the greater of her/his initial period of obligated service plus ninety (90) days or five (5) years plus ninety (90) days, unless a greater period is otherwise provided by law. Further, such Flight Attendant shall not accrue any greater seniority nor shall her/his relative seniority position be different than it would have been had she/he not entered such military duty.

G. Parental Leaves of Absence

1. A Flight Attendant who adopts a child may request and shall be granted a parental leave of absence for a period not to exceed three (3) months from the date of the adoption.
2. When a male Flight Attendant desires to remain at home with his newborn child, he may request and shall be granted a paternal leave of absence for a period not to exceed thirty (30) days from the date of delivery.
3. A Flight Attendant while on a parental leave of absence shall continue to retain and accrue seniority.

H. Seniority

While on an approved leave of absence, a Flight Attendant shall not accrue any greater seniority nor shall her/his relative seniority position be different than it would have been had she/he not been on a leave of absence.

I. Domicile Status

1. Upon returning from an authorized leave of absence or any extension thereof, a Flight Attendant shall be permitted to return in the same status at the same domicile to which assigned prior to the beginning of the leave. If during such leave of absence, she/he bid on and was

awarded a vacancy at another domicile or was otherwise subject to involuntary transfer under the provision of Section 22.J., she/he shall assume the new assignment on the effective date of the bid award.

2. A Flight Attendant who fails to return from an authorized leave of absence on the designated date of return, shall be treated in accordance with Section 26.A. of the Agreement.

J. Requalification Training

1. A Flight Attendant who has been on leave of absence in excess of twelve (12) months shall not be returned to pay status until she/he has completed any necessary requalification training. Such training shall be conducted within sixty (60) days after the Flight Attendant has notified the Company of her/his desire to be trained, provided, however, that any necessary requalification training shall not be given more than sixty (60) days prior to the date the Flight Attendant will be available for duty.
2. Upon request, the Company will notify Flight Attendants on leaves of absence of any training available and the Flight Attendant shall have the option of attending training while on leave of absence.

K. Other Employment

For the purposes of this Section, a Flight Attendant may not engage in gainful employment for someone other than the Company without prior permission in writing from the Company, except while on a medical leave related to maternity or educational leave.

- L. Prior to the commencement of any leave of absence, the Company shall review with the Flight Attendant the following: insurance benefits, Union dues obligation, fringe benefit policy, and other information pertinent to said leave. The Flight Attendant shall be provided with a copy of this review.

M. Family Medical Leave

1. In accordance with the Company's Family Medical Leave Policy, an eligible Flight Attendant may request family leave due to the serious health condition of the employee, spouse, child or parent or for the birth or placement of a child. Leave terms and conditions, eligibility criteria and administrative procedures are contained in Company policy, as exists at the time the leave is requested.

2. In the administration of the Company Family Medical Leave policy for Flight Attendants, a Flight Attendant may designate a complete current year vacation period to run concurrently with a Family Medical Leave. Such vacation will commence on the first day of the Family Medical Leave. Use of accrued sick leave shall only be in cases of actual illness, including maternity, or injury of the Flight Attendant. The Company shall not require a Flight Attendant to use either her/his vacation or sick leave in any instance.

**SECTION 24
MOVING EXPENSES**

A. Qualifying for Expenses

The moving expenses set forth in this Section shall be paid to Flight Attendants who are required by the Company to change geographical location as a result of the following:

1. Involuntary transfers, which include any transfer due to the closing of a domicile, a transfer at Company request, and when a Flight Attendant is recalled to a domicile other than the one from which furloughed.
2. All transfers awarded to a newly opened domicile for a period of six (6) months following the date the domicile is opened.

B. Allowable Expenses

Moving expenses for Paragraphs A.1. and 2. above shall be in accordance with this Section and Company Regulations, Series 15, including the following:

1. Free contingent air transportation (may be substituted by any other form of transportation when air transportation is not available).
2. Shipping of personal effects and household effects:

A Flight Attendant shall be allowed moving expenses connected with the shipping of personal effects and household effects if accomplished within twelve (12) months of the effective date of the new assignment. Notwithstanding Section 22, Paragraph H.1., Flight Attendants transferred in accordance with Paragraphs A.1. and 2. above shall be allowed to use the three (3) days allowed for settling at any time during this twelve (12) month period, except that such time may be delayed by the Company for not more than seven (7) days according to the needs of the service.

3. Mileage allowance for up to two (2) cars shall be provided in accordance with Company policy.
4. Storage of household effects.
5. En route expenses.
6. House-hunting expenses.
7. Temporary living expenses.