

original thirty (30) days shall be allowed the parties for the purpose of restoring the panel to full membership.

However, in the event that there is a deadlock case or cases then pending before the Flight Attendant System Board of Adjustment and the panel has not been restored to full membership upon the expiration of the fifteen (15) day period, then and in that event the members of the System Board shall select a referee to consider and dispose of such deadlocked case or cases from the remaining members of the panel in accordance with the provisions of this Section.

3. Deadlock Selection

The members of the Flight Attendant System Board of Adjustment shall endeavor to agree on a member of the panel to sit with the Board to decide a deadlocked case or cases. If the members are unable to agree upon a member of the panel, the following method of selection shall be employed:

- a. A member of the System Board of Adjustment representing the party filing the case with the System Board of Adjustment and a member of the System Board of Adjustment representing the other party shall in that order alternate in striking the names of eligible panel members until only one remains, which remaining name shall be recognized as the selected referee.
- b. In the event that the referee so selected shall be unable to serve as referee in the particular case or cases within a reasonable time, the procedure described in Paragraph 1 above for selection shall again be followed until a referee is selected who is available to serve.

SECTION 28

MISSING, INTERNMENT, PRISONER OF WAR BENEFITS

A. Rate of Compensation

A Flight Attendant who, while engaged in the service for the Company, is interned or taken prisoner of war by a foreign government shall be allowed compensation at the basic monthly rate for the period during which interned or held prisoner of war; provided, however, that in the absence of knowledge on the part of the Company as to whether a Flight Attendant is alive or dead, compensation in such amounts shall be allowed until death is established or until there is a presumption of death under applicable law.

B. Period of Compensation

A Flight Attendant who, while engaged in the service for the Company, becomes missing and whose whereabouts becomes unknown, shall be allowed compensation at the basic monthly rate for a period of twelve (12) months after disappearance or until such date as death is established, whichever occurs first. If, upon the expiration of the twelve (12) month period, any such Flight Attendant is still missing and her/his whereabouts are unknown, or if prior to that time, death is established, the Company shall pay or cause to be paid the death benefits provided in Section 13.D (Death Benefits).

C. Disbursement

The monthly compensation allowable under this Section 28 to a Flight Attendant interned, held prisoner of war, or missing shall be credited to such Flight Attendant on the books of the Company and shall be disbursed by the Company in accordance with the written directions for such Flight Attendant. The Company shall cause each Flight Attendant to execute and deliver to the Company prior to such assignment, a written direction in the form prescribed by the Company.

D. Holding Payment

Any payments due to any Flight Attendant under this Section which are not covered by a written direction as above required, shall be held by the Company for such Flight Attendant and in the event of death, shall be paid to the legal representative of her/his estate.

E. Compensation Exclusions

The monthly compensation allowable under this Section shall be in lieu of all compensation provided for by any law in respect to persons interned, held prisoner of war, or missing, and shall also be in lieu of all salary, expenses, and subsistence during the period in which a Flight Attendant is interned, held prisoner of war, or missing.

F. Seniority

A Flight Attendant shall maintain and continue to accrue seniority and longevity for pay purposes during periods in which interned, held prisoner of war, or missing.

SECTION 29
WORKERS' COMPENSATION BENEFITS

- A. Workers' Compensation Benefits shall be provided by the Company for all Flight Attendants as follows:
1. For all Flight Attendants on the System Seniority list the Company's contract for hire with the Flight Attendant is made within the state of Illinois. The state of Illinois Workers' Compensation Act and Occupational Disease Act will have jurisdiction and process including, but not limited to, all injuries, disease, disfigurement or death arising out of the course of their employment.
 2. Notwithstanding the above paragraph, Flight Attendants shall retain the rights to pursue these benefits in any other state or country which also has jurisdiction.
 3. These provisions apply to Flight Attendants in both the domestic and international domiciles.
- B. The monetary benefits so paid shall be in addition to any monetary benefits paid pursuant to the provisions of Section 28, Missing, Internment, Prisoner of War Benefits, and will be paid to the beneficiaries prescribed by the applicable law as herein provided.