

Section D

Occupational Benefits

Know Your Occupational Benefits

Investigating the Claim: "Arising Out of and In the Course of Employment"

Sedgwick will investigate all claims to ensure the injury/illness is work related. When completing your report include how your work caused the injury, if applicable. For example, "while reaching for a tray in the cart, I felt a sharp pull in my back" not merely "during the flight I felt a pull in my back." Layover injuries Layover injuries may or may not be covered based on jurisdiction. If in doubt file a claim. Cooperate with the investigation including sending documents requested as long as they relate to your injury. You must allow medical reports regarding treatment related to the injury only to be sent to Sedgwick but you are not required to answer questions about your medical condition and your treating doctor and her/his *staff* do not have to fill out questionnaires sent by GENEX or Sedgwick, however, you may allow this if you want. Avoid giving out too much information.

Medical Records Release Form

You must allow the release of medical records but only of those associated with the body part(s) that are affected by the injury/illness. Sedgwick will send a medical records release form for you to sign. AFA has an amended medical release form that you may use, which is included in this packet. If you have signed the Sedgwick release form, sign the AFA form and FAX/mail it to Sedgwick. Inform any care provider (and FAX the AFA Medical Records Release form to them) who has treated you that you have signed another form that should be honored.

Medical Bills

You should not receive any medical bills that result from treatment of your Occupational once your claim has been accepted. If you are sent a bill, immediately send it to Sedgwick, and call your claims examiner to inform her/him the bill is being sent. The company (Sedgwick) will pay for any bills incurred until the Flight Attendant is notified of the claim's acceptance or denial. If your claim has been denied but you are appealing it, you should submit your bills to your personal insurance carrier marking the box that asks if it is work-related and send a copy of the denial letter along with the medical bill.

For payment in International Locations: Some facilities in countries outside the United States will not provide treatment unless payment is made in advance. If you have problems with medical treatment payments outside of the United States, contact the base or station manager in the country where medical treatment is taking place for assistance in paying Medical Bills. For further assistance in paying for occupational medical bills in international locations contact Barry Jenkins, Senior Staff Representative Workers' Compensation - Barry.Jenkins@united.com.

Section 13.F. - Workers' Compensation

1. If a Flight Attendant has requested payment for an occupational injury or illness in accordance with this Section, and it has been determined that the Flight Attendant is entitled to Workers' Compensations Benefits, the Company shall provide such benefits in accordance with the applicable state law and regulations.
2. The Company shall not contest Workers' Compensation jurisdiction in the State of Illinois for any Flight Attendant who is entitled to file a Workers' Compensation claim in the State of Illinois, including but not limited to, all Flight Attendants whose contracts of hire were made in Illinois.
3. Notwithstanding the above, Flight Attendants shall retain the rights to pursue these benefits in any other state or country which also has jurisdiction.
4. These provisions apply to Flight Attendants in both Domestic and International Domiciles.
5. The monetary benefits so paid shall be in addition to any monetary benefits paid pursuant to the provisions of Section 27, Missing, Interned, Hostage or Prisoner of War, and will be paid to the beneficiaries prescribed by the applicable law as herein provided.
6. The Company agrees to elect that Flight Attendants based in International Domiciles and Guam shall be covered by the Illinois Workers' Compensation Act and the Company shall not contest Workers' Compensation jurisdiction in the State of Illinois for such Flight Attendants.

Section 13.A.1-2. - Sick and Occupational Sick Leave

A. Sick and Occupational Injury Bank Accrual

1. Flight Attendants shall be credited with four hours (4:00) of sick leave credit in their sick leave bank, and four hours (4:00) of sick leave credit in their occupational injury leave bank, for each month during their employment to be credited on a quarterly basis as follows:

a. A Flight Attendant shall receive full sick leave bank and occupational injury leave bank accruals if she/he has one hundred twenty (120) hours or more of paid activity in each quarter of the twelve-month period ending in the August schedule month. Designated quarters are the bid months of September through November, December through February, March through **May**, and June through August.

b. A Flight Attendant shall receive 50% of the full sick leave bank and occupational injury leave bank accruals if she/he has fewer than one hundred twenty (120) hours but at least sixty (60) hours of paid activity for the designated quarter.

c. A Flight Attendant shall receive no sick leave bank and occupational injury leave bank accruals if she/he has fewer than sixty (60) hours of paid activity for the designated quarter.

2. The maximum accrual in the sick leave bank is one thousand two hundred and fifty (1250) hours, and in the occupational injury bank is four hundred (400) hours.

Section 13. D.10. - Occupational Injury Pay ,

10. Occupational Injury Pay

a. During absences due to occupational injuries/illness, a Flight Attendant who has applied for and is entitled to receive workers' compensation benefits will have an amount equal to all hours paid (directly and indirectly via Workers' Compensation) deducted from the Flight Attendant's occupational injury bank subject to the pay provisions in Paragraphs D.4., D.5. and D.6. above. This will continue until the Flight Attendant's occupational injury bank is exhausted

b. When her/his occupational bank is exhausted, a Flight Attendant may supplement Workers' Compensation benefits using her/his accrued sick leave on an hour for hour basis. One (1) hour of sick leave will be deducted from her/his bank for each additional hour paid subject to the pay provisions in Paragraphs D. 4., D.5. and D.6. above. Workers' Compensation benefits will continue in accordance with state law.

c. Flight Attendants who are receiving Workers' Compensation benefits shall be provided with detailed statements showing both the temporary total disability payments and the reimbursement payments of all related out-of-pocket medical expenses.

d. If the Flight Attendant so elects, she/he shall receive payment(s) through direct deposit, provided that they are made to a financial institution in the U.S. that accepts electronic deposit in U.S. dollars. The Flight Attendant shall be responsible to provide account information to the appropriate parties to allow for electronic deposit.

Section 15.A.3 - Other Employment

3. Other Employment (Applies to OJI & Other Leaves)

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 Company offered leave ("COLA"), educational leave, or a maternity leave.

Temporary Total Disability Pay (TTD) from Sedgwick

Your workers' compensation disability pay, also referred to as Temporary Total Disability Pay (TTD), (in most states), is based on your pay for the 12 months prior to your injury. First, your Average Weekly Wage (AWW) is calculated by dividing your wages in those 12 months by the number of weeks worked. Your considered wages exclude items such as multi day per diem, taxi cab reimbursements or profit sharing.

As an example: If you earned \$45,000 the 12 months prior to the injury, it would be divided by 52 weeks to get your AWW. If you took PD, ANP, PTO or a leave of absence (LOA), this time should be subtracted from the calculation. For example, if you made \$45,000 but took 30-day COLA, you would divide the \$45,000 by 48 weeks not 52. This is multiplied by .6667 to calculate your TTD, which is 2/3 of your pay or AWW,

In the above example $\$45,000 \div 48 = \$937.50 \times .6667 = \$625.03$ TTD per week. Since it is extremely rare that two Flight Attendants would earn the exact same amount of money, it is normal that no two Flight Attendants will have the same weekly TTD payments. Your TTD payment is the majority of your total disability pay, and will come directly from Sedgwick. Therefore, it is important to utilize Section 13.D.10.c. (noted above) to ensure Sedgwick is paying you correctly.

TTD is not considered eligible earnings nor does it apply for the purposes of vacation or sick leave accrual or profit sharing.

Please Note: The above calculations and pay information are indicative for most states where United Flight Attendants claims are filed. Some states have a "cap" on weekly payments, which are adjusted annually or semiannually. Refer to the individual "state" links on the AFA Occupational website.

Tax Liability

The TTD checks that you receive from Sedgwick are not subject to Federal, State, or FICA taxes. After the initial 6 months of disability, you should have no Social Security withheld out of any payments, including the supplemental payments from your sick leave bank. (Otherwise known as supplemental payments to your TTD.)

Section 15.I. - Family Medical Leave Act (FMLA)

- The Family and Medical Leave Act (FMLA) was enacted by Congress to allow employees time off for their own medical needs or care of a family member without worrying about losing their jobs. On December 9, 2009, the Airline Flight Crew Technical Correction Act was signed into law. The Technical Corrections Act amended a portion of the Family and Medical Leave Act and established special hours of eligibility for airline Flight Attendants and Flight Crew members. In addition to this Federal Law, United has a Family and Medical Leave policy which mirrors the act.
 - If you have flown 504 hours in the prior 12 months, an occupational illness or injury may qualify as FML. If classified as such, no points will be assessed for the time away from work while on FML.
 - If the illness or injury does not qualify as FML, meaning you do not meet the eligibility requirements, you will be assessed two points under the attendance program.
 - If your absence due to an occupational illness/injury is less than 6 days, and you have a physician's note, the two point assessment will be reduced to 1.5.
 - An occupational absence should never be used as the triggering incident for discipline.
1. Call your Local AFA Office for more information on the use of FMLA.

Personal Drop (PD)/(PTO) and Company Leaves of Absence (COLA)

While on Occupational status, if you have requests for Company Offered Leaves of Absence, or Personal drops (PD/ANP/PTO), consider removing them until you return to active status. These requests will be granted, and could lead to complications with your Occupational benefit payments and Leave Status.

- **For example, once you have been placed on a leave status other than an Occupational Leave, you will not be placed on an Occupational leave status without meeting the return to work status which includes flying a trip or sitting a day of Reserve.**

Section 12.C.8. - Vacation while on Occupational Leave of Absence

Under our Contract, vacations encompassed by a leave of absence generally remain intact and the Flight Attendant will be paid for the vacation within forty-five (45) days of the end of the vacation period.

As an additional provision under the Contract and at the Flight Attendant's discretion, the vacation may be traded according to the trading provisions outlined in Section 12. This trade would result in the original vacation being removed from the period of leave.

Unique to Occupational Leaves of Absence:

1. A Flight Attendant who is on an ***Occupational Leave of Absence*** (emphasis added) may, not later than one calendar day before her/his vacation begins, defer the vacation until later in the Scheduled Vacation Year. Upon return to work, she/he will have the ability to choose from among the available vacation periods. In a situation where there are no open vacation periods and the deferred vacation is a **paid vacation**, the Flight Attendant will be paid for her/his deferred vacation at her/his pay rate in the last month of the Scheduled Vacation Year in which the vacation would have been taken. ***The payment for this vacation will be made no later than the February 1st paycheck of the following year.***
- 2 She/he may elect to carry over the deferred vacation day to the following Scheduled Vacation Year. If doing so, she/he will choose from available vacation periods **after vacation** periods for that year have been awarded. This unique provision may only be used once per Scheduled Vacation Year.

Bidding for the following year's vacation while on Occupational Sick Leave or Occupational Leave of Absence:

Whether on Occupational Sick Leave or Occupational Leave of Absence, during the annual vacation bid period (Refer to Section 12.C.2.), ***you must bid for a vacation for the following year or you will be assigned a vacation consistent with the insufficient vacation bid logic.*** Bid as if you are an active Flight Attendant.

For additional information on this topic, refer to pages 21 – 24 of this section of the Occupational Manual.

Sick Leave vs. Medical Leave of Absence

Utilizing the Pay Option Acknowledgement letter from the Company's Workers' Compensation Guide or Flying Together>Employee Services>Help Hub>search 'Pay Option' offers additional options.

Section 13.D.6. of our Contract provides a Flight Attendant who is on sick leave for an entire month with the following pay options to the extent sick leave is accrued in her/his sick leave bank:

1. Sick Leave Pay equal to her/his projection for that month, or
2. One hundred (100) hours, or
3. The seventy-one (71) hour minimum.

It must be stressed, the contractual 100-hour maximum or 71-hour minimum does not take effect until your first full month you are out on occupational sick leave status.

Based on your individual circumstances, each option has its own benefit depending on what you are individually seeking to accomplish:

100 Hour Option - provides for higher income protection (to the extent you have sufficient hours in either your occupational or personal sick leave bank). In addition, this option provides higher paid hours towards the 120-hour quarterly requirement for vacation and sick leave accrual. *Keep in mind, sick leave is considered paid activity.*

71 Hour Option - provides you with the ability to remain on active status longer before starting an occupational (medical) leave of absence.

Once you exhaust your sick leave bank, you will be placed on an Occupational (Medical) Leave of Absence. As provided in **Section 15.E. - Medical Leave**, leaves of absence required due to illness, occupational or non-occupational injury shall be granted upon written verification from a medical doctor. Any such leave may not exceed the lesser of:

1. The period of disability, or
2. Three (3) years, or
3. The Flight Attendant's total length of active service.

At the end of the individual's maximum period of leave, the Flight Attendant will be administratively terminated and removed from the System Seniority List.

If you do not submit the Pay Option Letter, the default is to supplement your TTD payment to equal the value of the line you were paper awarded for the month in question.

Buying Back Sick leave /Overpayments

While your TTD payments come directly from Sedgwick, any supplemental pay from your occupational or personal sick leave banks comes from United as a normal payroll check.

The only time you may have to buy back your sick leave hours would be if your claim is not immediately accepted. You will be placed on sick leave until it is accepted. Once your claim is accepted, and if you are off of work for 14 days or more on account of your injury illness, your TTD checks should be paid directly to you and retroactive to date of injury. As you will initially be paid from your sick leave bank during the investigation period, and then paid retroactive to date of injury (DOI) when the claim is accepted, you will be paid twice. You should receive an overpayment letter from UAL corporate payroll fully detailing the amount of overpayment, AND a payment authorization form which allows you to pay the amount in full, or pay in installments deducted from your paycheck which you receive from UAL. Once the overpayment is repaid in full, your sick leave bank should have the associated hours restored. We suggest that you review your sick leave hour bank after repayment in full, to ensure that the hours have been properly credited to your bank.

Occupational Injury Pay

During absences due to occupational injuries/illness, a Flight Attendant who has applied for is entitled to receive workers' compensation benefits, will have an amount equal to all hours paid (directly and indirectly via Workers' Compensation) deducted from the Flight Attendant's occupational injury bank subject to the pay provisions in Section 13.D.4., D.5. and D.6. This will continue until the Flight Attendant's occupational injury bank is exhausted.

Exhausted Occupational Bank

When an occupational bank is exhausted, a Flight Attendant may supplement Workers' Compensation benefits using accrued sick leave on an hour for hour basis. One (1) hour of sick leave will be deducted for each additional hour paid subject to the pay provisions in Section 13.D.4., D.5. and D.6. Workers' Compensation benefits will continue in accordance with state law.

Detailed Workers' Compensation Statements

Flight Attendants who are receiving Workers' Compensation benefits shall be provided with detailed statements showing both the Temporary Total Disability payments and the reimbursement payments of all related out-of-pocket medical expenses (Section 13.D.10.c.). These statements are available upon request from your adjustor.

Direct Deposit Option

If the Flight Attendant so elects, payment(s) may be made through direct deposit, provided that they are made to a financial institution in the U.S. that accepts electronic deposit in U.S. dollars. The Flight Attendant shall be responsible to provide account information to the appropriate parties to allow for electronic deposit (Section 13.D.10.d.).

Other Employment

During an Occupational (Medical) Leave of Absence, a Flight Attendant may not engage in gainful employment for someone other than the Company without prior permission in writing from the Company. (Section 15.A.3.)

Contacting a Worker's Compensation Attorney

If you have problems, your first recourse is to speak with the occupational specialist who handles occupational benefits at your base. If you cannot get satisfaction from him/her see the 'Procedures to Follow if Problems Arise' page later in this publication.

However, in some cases having an attorney is essential. Examples include denial of your claim or denial of medical procedures. Once you decide to retain an attorney, Sedgwick will not be able to speak with you. All communication with them will have to be completed through your attorney. A waiver form can be found on the AFA Benefits webpage, and must be completed prior to a local AFA representative providing a list of vetted Worker's Compensation attorneys.

Vocational Rehabilitation/ Reasonable Accommodation Process (RAP)

Depending on the amount of time you are out of work and the nature of your injury/illness, you may be offered vocational rehabilitation (voc rehab). This usually happens when a doctor (probably after a Section 12 Exam) states you are "permanently disabled from doing your job". For example, under the Illinois statute you are to work in conjunction with the Voc Rehab specialist to develop a training program. This training should be an extension of your interests, ability and previous training. However, in some cases, it might merely involve job placement if you possess marketable skills. Participating in voc rehab will not jeopardize any of your Contractual benefits such as the 3-year occupational medical LOA or your ability to return to work as a Flight Attendant. Even if you are retrained and take a position elsewhere (or within UAL) you are allowed to remain on the 3-year medical LOA. You do not have to resign to take another job. You must cooperate with the Voc Rehab specialist or your benefits may be cut off. If you are not physically capable of participating in training you should tell the Voc Rehab specialist that it should be postponed until you have attained maximum medical improvement (MMI). You will continue to receive payments in the same amount as your TTD; however, they are referred to as "maintenance" throughout your training in addition to other expenses paid. To continue receiving this payment you must prove you are actively seeking employment.

Settlement for Permanent Partial Disability (PPD) Benefits

When you reach maximum medical improvement if you have suffered some permanent injury, however minor, you will probably be entitled to a lump sum settlement. This would be one instance where you might be requested to go for a Sec 12 Exam. This doctor will determine how much of a disability you have. This is called a disability rating and is measured as a percentage of the use of that body part. For example, if you injured your elbow and do not have as much flexibility as you did prior to the injury, you could be given a disability rating of 15%. This does not mean your whole body is 15% disabled, only your elbow. Therefore, a 15% disability rating of your elbow will be less than a 15% disability rating of your back.

You might want to contact an attorney. AFA has a list of attorneys who know our Contract and our occupation. After you sign a release form, your Local Council Office will send the attorney list. Alternatively, you may obtain the list by signing the attorney release form and emailing it to attyrelease@unitedafa.org. You may also mail the form to the MEC Office at 6250 N River Road, Suite 4020, Rosemont, IL 60018

Once you are paid a settlement your TTD will end. Depending on your disability you may be entitled to permanent partial disability or permanent total disability. There is no requirement that you resign or retire in order to receive a settlement for your PPD. If your lawyer and UAL cannot agree on a settlement you may have a hearing before the Illinois WCC (or state commission of jurisdiction) to determine your PPD benefits.

Section 29.H.3. - Long Term Disability (LTD)

If you have elected LTD insurance and have met the waiting period you selected when you elected coverage, you may qualify for LTD benefits. Those benefits may be reduced accordingly by amounts you receive in the way of TTD payments.

Section 29.H.3.

2. Benefit Amount: The Plan will pay a monthly benefit based on one of the following elections made by the Flight Attendant:
 - a. 120-day waiting period, 60% benefit or
 - b. 180-day waiting period, 50% benefit; or
 - c. 180 day waiting period, 60% benefit; or
 - d. 270 day waiting period, 50% benefit;

of the employee's monthly salary on the date disability begins, reduced by any amount received from the following sources.

- (1) Workers' Compensation
- (2) Primary social security disability benefits (including continuation of such benefits payable after age sixty-five (65))
- (3) State disability benefits.

Return to Work/Medical Arbitration

The ESC will look at your ESF to determine if you can return to work. If there is a dispute as to whether you may or must return to work, you may consult company medical and ask for a review. If there is still a dispute you may request medical arbitration under Section 20.D. of the Contract. For there to be a valid dispute you must have a doctor support your position. During the arbitration you will be placed on an unpaid (MNP) status until it is resolved. If you prevail, you will receive sick leave back pay (if you have hours in your sick leave bank) or back pay if you are returned to work. AFA has developed a step-by-step procedure to guide you through this process. There are time limits for this process so it is best to call AFA as soon as you know there is a dispute to receive guidance. If you are sent for a Section 12 (or other independent medical examination) this doctor may write in her/his report to Sedgwick that you may return to flying status. It is very important that you determine your status with UAL. If you and your doctor agree that you should not return and company medical states you should RTW, ask the company physician for a review of her/his decision. This begins the medical arbitration process. You will then have 40 days to be examined again by a doctor of your choice and have her/him send a report to company medical. If company medical will not make a decision, call your occupational specialist to determine your status. If UAL has placed you on non-occupational sick leave or a medical leave, you will need to provide detailed documents, or Absence Certificate to UAL medical to prove your need to remain on sick leave or medical leave. Do not assume since you have not heard from UAL or Sedgwick about your status that you may remain on sick leave or medical leave. You may be charged with unauthorized absence, or job abandonment.

Section 12 Examination {Formerly Independent Medical Examination}

UAL does have the right to have you examined (but not treated) by a doctor of their choice at their expense. It is usually referred to as an Independent Medical Examination (Section 12 Exam). When the request letter is sent it must be accompanied in the same envelope as an expense check that is required to be sent for travel costs. This doctor cannot prescribe treatment. You will probably be sent to Chicago, or the state where you are based for the Exam. The reason for this is if there is a need to have a hearing before the Workers' Compensation Commission (WCC), it is easier to admit the opinions of a doctor before the WCC. This does not mean your treating doctor's opinions will not be accepted, in fact, there is a presumption that the treating doctor's opinion is correct if there is a dispute between your doctor and UAL's doctor. In some cases, the Independent Physicians exam may state you can return to work (RTW) while company medical will not release you to RTW. UAL will place you on personal sick leave because Sedgwick will terminate your Workers' Comp benefits based on the Exam. You will probably need an attorney to reinstate your benefits. Sedgwick or GENEX might ask for an Independent Medical Exam if there is dispute in your claim or if you have reached Maximum Medical Improvement (MMI). MMI is when you have improved as much as you can after medical treatment. It does not always mean you are 100%. UAL must pay for all reasonable expenses associated with the Section 12 Exam before the appointment. If you are sent for a Section 12 Exam you must be notified of the appointment at least 10 days before the date. If you are not, or if the date is inconvenient, call Sedgwick/GENEX and the Independent physician to reschedule the appointment. Do not ignore the request. UAL should make arrangements for a hotel room if you need one and, usually should authorize positive space transportation if you must travel by air. If you commute, request the authorization after booking. They should issue a check prior to your going to cover most expenses. If it is not received or not enough to cover most of your expenses, you may reschedule your appointment. Call Sedgwick/GENEX before you do that. Keep all receipts and submit an expense report to prove how much was spent. You do not have to attend an Independent Medical Exam on a day off if you are back to work. You must attend these appointments or your benefits could be discontinued until you are examined. Take the **Flight Attendant Job Description** with you when you go and take good notes during the exam. If you are physically unable to attend, you may reschedule the appointment with a doctor's note or request a local doctor; although there is no guarantee you'll be allowed to go to a local doctor.

Please Note: The above information regarding Section 12 exams applies to Flight Attendants under Illinois jurisdiction. Depending on the state of Jurisdiction/ and on where you live/ you would be entitled to the same travel /expense benefits to attend an independent exam if you do not live in the State where you are based.

After an Independent (Section 12) Medical Exam Guidelines

- If after an Independent exam, you do not receive communications from the ESC, your occupational specialist, or Sedgwick, within a reasonable period of time (2 weeks), call your occupational specialist in your base to determine your status.
- **Do not assume that you are on Sick Leave or Medical Leave of Absence if you have not heard from United or Sedgwick about your status. If you do not contact United, you may be charged with an Unauthorized Absence or Job Abandonment.**
- If the Independent Physician has released you to RTW, Sedgwick must notify you in writing, and will then terminate your benefits. You are entitled to a copy of the Independent Physician's report, and may request a copy from your Sedgwick claims examiner.
- If notified by Sedgwick that you have been released, you should be contacted by the FAST/ESC, or your base occupational specialist, with instructions for being RTW.
- If the release to RTW is against your treating physician's advice, you should immediately notify your occupational specialist, and ask what is specifically required from you to remain on sick leave or Occupational LOA status. Have the occupational specialist make the request in writing.
- Contact your Local Council office, and ask for assistance with beginning the Contractually provided for Medical Arbitration process. (Section 20.D.)
- You may be requested by AFA or your occupational specialist to go to your doctor and have him/her complete the United Absence Certificate, which will support your need to remain on Sick Leave or Occupational LOA status.
- If released to RTW, and your benefits are terminated, you may want to consider engaging the services of a Workers' Compensation Attorney, IF you have not already done so.

Returning to Work (RTW)

Once you have been released by your treating physician to RTW, you will need to FAX your **ESF** form to the **ESC** (847-700-9533). Your treating physician should be specific with your RTW date. Follow up with the Employee Service Center (**ESC**) with a phone call to ensure that it was received. In general, to expedite the return to work process, it is recommended that your physician review the Flight Attendant Job Description and attach a copy of it to the ESF form that is faxed to United Medical as a way of indicating an awareness of all of the job functions Flight Attendants are required to perform in the line of duty.

Generally, it takes 2-3 business days to process a RTW ESF (you should not expect to be released one day, and then RTW the next day). A RTW ESF must be reviewed by **Company Medical** to determine if you need to attend any additional physical examinations (such as Concentra or U.S. Healthworks).

Once received by the **ESC** and approved, you should be contacted by the Flight Attendant Support Team (**FAST**) and they will initiate the return to work process including fingerprinting, Criminal History Record Check (CHRC), necessary training and scheduling.

- Comply with any necessary training requirements
- The company requires that your **LINK** is updated and in compliance
- Verify that your contact information in company records is current
- Ensure that you RTW with a complete Uniform
- Contact Crew Schedule Planning to build a line of flying, if returning mid-month
- Bid for a LOF for the following month. You will be awarded a schedule providing you meet the necessary criteria

The CAUSE Foundation

If you find yourself in a financial bind because of problems with your occupational claim, there are programs that can assist you. The CAUSE Foundation was established by United Flight Attendants for United Flight Attendants to help if there are financial problems. Call your Local Council office for information on this very helpful Foundation.

Union Dues While on Occupational LOA Status

The **AFA Constitution and Bylaws** requires that all Flight Attendants pay dues for the first three (3) months of any leave status, including **voluntary furlough**, and **Occupational (Medical) LOA's**. Flight Attendants should contact the AFA International Office with any questions about payment methods. If you would like to pay your dues beyond the required first three months, that is "to leave and remain active" in order to vote, please contact Membership Services at the AFA International Office at 844-232-2228 Ext. 3 to receive the form for monthly deductions taken out of your checking account. You will also need to ask the Membership Department where you should fax or send a written and signed statement stating that you would like to "leave and remain active".

Alternatively, you may pay your dues using a credit card via the secured payment link available from the MEC website at the following link: <https://unionly.io/o/afacwa/dues>

If you choose not to pay additional dues on a monthly basis, should there be an AFA issue that is presented for a membership vote, you may also bring yourself "dues current" prior to the voting deadline in order to be eligible to participate.



Procedures to Follow if Problems Arise

The following is the protocol to follow if you have problems with your Workers' Compensation claim that are **LEGAL*** (Non-Contractual) problems. You should speak first speak with:

- Sedgwick Claims Examiner
- Sedgwick Claims Examiner Supervisor
- Workers' Compensation Attorney (You must sign a release form to receive the AFA Suggested List of W/C Attorneys).

The following is the protocol to follow if you have problems with your Workers' Compensation claim that are **CONTRACTUAL**** problems. The Flight Attendant should first speak with:

- For Pay issues, restoration of sick leave, and Vacation Pay: Crew Pay
- Employee Service Center - Operations Manager - Carlos Rivera 847-700-3296
email: Carlos.RiveraTorres@united.com
- Occupational Specialist
- Base Manager
- UAL Mgr Workers Compensation Representatives (specific for problems with Sedgwick)

****Contact information is in the Company's Worker's Compensation Guide.**

***Legal issues** are problems not part of the Flight Attendant Contract, such as acceptance of the claim, TTD calculations, payment of medical bills and TTD etc. Call your local AFA Benefits Committee Member if there is a question as to whether it is a legal issue or not.

****Contractual issues** are those provided for by the Flight Attendant Contract such as reimbursement of sick leave used before the claim was accepted, buy back of sick leave, vacation deferral, etc.

Contact your Local Council AFA Office for assistance

If you have any questions or concerns about any of these procedures, contact your local **AFA Occupational Benefits Committee** Members or your local **AFA office**

Vacation Accrual While on Occupational Leave and Occupational Extended Illness Status

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Calculating your vacation accrual when you have an Occupational Injury/Illness depends on your circumstances and Leave status. The process of determining your vacation accrual is done through an evaluation of two components. For full vacation accrual you must fly 120 hours or more each quarter of the vacation accrual year. Secondly, you must be active (not on a Leave of Absence), for the greater portion of each schedule month. The only exception is for an ***Occupational Leave of Absence***.

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|--|--|
| To accrue full vacation, you must remain active and have a minimum of 120+ hours in each vacation accrual quarter | To accrue partial vacation, you must remain active and have a minimum of 60-119 hours in each vacation accrual quarter |
| You receive no vacation accrual if you have less than 60 credited flight hours in the vacation accrual quarter | |
| <i>Leaves of Absence (such as COLA or Medical LOA) are considered inactive and will reduce your vacation by 1/12 for each month you are inactive (regardless of credited flight hours for the quarter)</i> | |

Vacation accrual quarters are:

- 1st Quarter - September-October-November
- 2nd Quarter - December-January-February
- 3rd Quarter - March-April-May
- 4th Quarter - June-July-August

Vacation Accrual when on Occupational Leave of Absence

When you have an Occupational Illness/Injury, and when you do not draw any pay from your sick leave bank, you will be designated on an Occupational Leave of Absence status. On this status, our Contract protects against the reduction of vacation accrual; ***you receive full vacation accrual***.

Vacation Accrual when on Occupational Extended Illness and Using Sick Leave

Once your Occupational claim is accepted, you will be on an Occupational Illness/Injury status and will receive a TTD payment. The dollar amount of this payment is based on average weekly pay for the previous 12-month period.

It's important to consider that the TTD payment is not credited flight time. The amount of your TTD payment will, for the purposes of supplementing from your sick leave bank, be converted to an equivalent number of non-credited flight time hours; which are then used to calculate any draw on your sick leave bank.

When you have an Occupational Extended Illness and **do** draw any hours from your sick leave bank you are placed on active status (S2), and your vacation accrual is dependent the number of hours of flight time credit you draw from your sick leave bank.

When choosing to supplement your TTD payment with hours from your sick leave bank, you have three options:

- maximum = 100 hours
- minimum = 71 hours
- the value of your line award

Once you select your option, it remains in effect for the duration of your Occupational Illness/Injury

Example 1: Let's assume your TTD payment dollar amount converts to non-credited flight time equivalent of 60 hours per **month**. You elect to receive maximum, 100 hours each month. The result of this will be drawing 40 hours per **month** from your sick leave bank to supplement your TTD payment. Assuming you were on Occupational Illness/Injury for each month of an entire vacation accrual quarter, this would result in 120 hours of flight time credit for the quarter.

Example 2: Let's assume your TTD payment dollar amount converts to non-credited flight time equivalent of 70 hours per **month**. You elect to receive maximum, 100 hours each month, The result of this will be drawing 30 hours per **month** from your sick leave bank to supplement your TTD payment. Assuming you were on Occupational Illness/Injury for each month of an entire vacation accrual quarter, this would result in 90 hours of flight time credit for the quarter.

Example 3: Let's assume your TTD payment dollar amount converts to non-credited flight time equivalent of 85 hours per **month**. You elect to receive maximum, 100 hours each month. The result of this will be drawing 15 hours per **month** from your sick leave bank to supplement your TTD payment. Assuming you were on Occupational Illness/Injury for (only) 1 entire vacation accrual quarter, this would result in 45 hours of flight time credit for the quarter.

Non-Occupational LOA Impact on Vacation Accrual (COLA, Medical LOA, etc.)

For full vacation accrual, the Flight Attendant must be active every month of the quarter. Leaves of Absence impact/reduce your vacation accrual. When you are on a Leave for the greater portion of a schedule month, your vacation will be reduced by 1/12 (regardless of the number of actual hours flown during the quarter), *with the exception of Occupational Leaves of Absence.*

Examples of Vacation Accrual with Occupational Injury/Illness

Example 1:

A Flight Attendant whose base vacation accrual is 40 days:

- Is active and worked the first quarter and has flight time credit for 120+ hours
- Is active and worked the second quarter and has flight time credit for 120+ hours
- Had an Occupational Injury for the entire third quarter and does not draw any hours from their sick bank, and is on an Occupational Leave; receives full vacation credit for the quarter, as a protection of the JCBA
- Is active and worked the fourth quarter and has flight time credit for 120+ hours

| | Sep-Oct-Nov | Dec-Jan-Feb | Mar-Apr-May | Jun-Jul-Aug |
|----------------------|-------------|-------------|--|-------------|
| Credit hours | 120 | 120 | Occupational Leave w/ No Sick Leave supplement | 120 |
| Days accrued* | 10 full | 10 full | 10 protected | 10 full |

(*Assumes no additional leaves of absence (eg COLA), which would result in vacation accrual loss)

Example 2:

A Flight Attendant whose base vacation accrual is 40 days:

- Is active and worked the first quarter and has flight time credit for 120+ hours
- Is active and worked the second quarter and has flight time credit for 120+ hours
- Had an Occupational Injury for the entire third quarter and is on Occupational Extended Illness status, drawing 120 supplemental hours from their sick leave bank, which meets the requirements; will receive a full vacation accrual
- Is active and worked the fourth quarter and has flight time credit for 120+ hours

| | Sep-Oct-Nov | Dec-Jan-Feb | Mar-Apr-May | Jun-Jul-Aug |
|----------------------|-------------|-------------|--|-------------|
| Credit hours | 120 | 120 | Occupational Extended Illness w/ 120 hours Sick Leave Supplement | 120 |
| Days accrued* | 10 full | 10 full | 10 full | 10 full |

(*Assumes no additional leaves of absence (eg COLA), which would result in vacation accrual loss)

Example 3:

A Flight Attendant whose base vacation accrual is 40 days:

- Is active and worked the first quarter and has flight time credit for 120+ hours
- Is active and worked the second quarter and has flight time credit for 120+ hours
- Had an Occupational Injury ab for the entire third quarter, and is on Occupational Extended Illness status, drawing between 60 – 119:59 supplemental hours from their sick leave bank which meets requirements for 50% vacation accrual; will receive 50% vacation accrual for the quarter
- Is active and worked the fourth quarter and has flight time credit for 120+ hours

| | Sep-Oct-Nov | Dec-Jan-Feb | Mar-Apr-May | Jun-Jul-Aug |
|----------------------|-------------|-------------|--|-------------|
| Credit hours | 120 | 120 | Occupational Extended Illness w/ 60-119:59 hours Sick Leave Supplement | 120 |
| Days accrued* | 10 (full) | 10 (full) | 5 (half) | 10 (full) |

*(*Assumes no additional leaves of absence (eg COLA), which would result in vacation accrual loss)*

Example 4:

A Flight Attendant whose base vacation accrual is 40 days:

- is active and worked the first quarter and has flight time credit for 120+ hours
- is active and worked the second quarter and has flight time credit for 120+ hours
- had an Occupational Injury for the entire third quarter, and is on Occupational Extended Illness status, drawing less than 60 supplemental hours from their sick leave bank; will receive no vacation accrual for the quarter
- is active and worked the fourth quarter and has flight time credit for 120+ hours

| | Sep-Oct-Nov | Dec-Jan-Feb | Mar-Apr-May | Jun-Jul-Aug |
|----------------------|-------------|-------------|---|-------------|
| Credit hours | 120 | 120 | Occupational Extended Illness w/ less than 50 hours Sick Leave Supplement | 120 |
| Days accrued* | 10 full | 10 full | 0 | 10 full |

*(*Assumes no additional leaves of absence (eg COLA), which would result in vacation accrual loss)*