



Know Your Occupational Benefits

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

While at work

Sedgwick (or AIG in Guam) 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 (AIG) but you are not required to answer questions about your medical condition. Your treating doctor and their *staff* do not have to fill out questionnaires sent by GENEX or Sedgwick (AIG), however, you may allow this, at your option. 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 (AIG) 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 (AIG). Inform any care provider who has treated you that you have signed another form that should be honored. (FAX the signed AFA Medical Records Release form to them as well)

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 (AIG), and call your claims examiner to inform them the bill is being sent. The company (Sedgwick/AIG) will pay for any bills incurred until the Flight Attendant is notified of the acceptance or denial of the claim. 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.

Contract References

13.F. WORKERS' COMPENSATION

13.F.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.

13.F.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.

13.F.3.

Notwithstanding the above, Flight Attendants shall retain the rights to pursue these benefits in any other state or country which also has jurisdiction.

13.F.4.

These provisions apply to Flight Attendants in both Domestic and International Domiciles.

13.F.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.

13.F.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.

13.A. SICK AND OCCUPATIONAL INJURY OR ILLNESS BANK ACCRUAL

13.A.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:

13.A.1.a.

A Flight Attendant shall receive full sick leave bank and occupational injury leave bank accruals if they have 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.

13.A.1.b.

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

13.A.1.c.

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

13.A.2.

The maximum accrual in the sick leave bank is one thousand five hundred (1500) hours, and in the occupational injury bank is five hundred (500) hours. **Effective September 2027**

13.A.4.

A Flight Attendant who is absent as a result of maternity, or who as a result of a single injury or illness, has used more than two hundred and fifty-five (255) hours of sick leave shall re-accrue sick leave at the rate of eight (8) hours each month until they reach the same level of sick leave they had at the onset of the injury, illness or maternity.

Note: Rapid re-accrual change from 7 to 8 hours was effective as of the date of signing.

The change to the maximum accruals (1250-1500) and (400-500) will become effective as of the September 2027 bid month.

13.D.10. OCCUPATIONAL INJURY PAY

13.D.10.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.

13.D.10.b.

When their occupational bank is exhausted, a Flight Attendant may supplement Workers' Compensation benefits using their accrued sick leave on an hour for hour basis. One (1) hour of sick leave will be deducted from their 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.

13.D.10.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.

13.D.10.d.

If the Flight Attendant so elects, they 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.

15.A.4. OTHER EMPLOYMENT – Applicable to Leaves of Absence including OJI

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 divided by 48 = \$937.50 X .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 (AIG). Therefore, it is important to utilize Section 13.D.10.c. (noted above) to ensure Sedgwick (AIG) 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 applicable 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 six (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)

15.I. FAMILY MEDICAL LEAVE

15.I.1.

Family medical leave ("FML") shall be available to eligible Flight Attendants in accordance with the Federal Family and Medical Leave Act (the "Act"), as specifically modified herein.

15.I.2.

FML may be used for the following:

15.I.2.a.(1).

Up to twelve (12) months after the birth, adoption, or foster care placement of a child;

15.I.2.a.(2).

When a family member suffers a serious health condition requiring continuing care and a medical Health Care Provider certifies that the Flight Attendant is needed for such care;

15.I.2.a.(3).

When the Flight Attendant suffers a serious health condition as certified by a medical Health Care Provider; or

15.I.3. GENERAL

15.I.3.a.

The Company shall administer FML for Flight Attendants on a centralized basis and in a consistent manner with the objectives of maintaining privacy and providing reasonable and efficient access to the FML process.

15.I.3.b.

The Company shall provide Flight Attendants with electronic access to information regarding their FML eligibility, usage, and application status.

15.I.3.c.

Flight Attendants shall be eligible for FML on the same basis regardless of whether they are based within or outside the United States.

15.I.3.d.

A Flight Attendant on FML shall continue to accrue seniority for all purposes.

15.I.4. HOURS OF SERVICE REQUIREMENT

In order to meet the hours of service requirement for FML, a Flight Attendant must have in the twelve (12) month period immediately preceding the commencement of the FML leave:

15.I.4.a.

Have worked or been paid for not less than 60% of the applicable total monthly guarantee;

15.I.4.b.

Have worked or been paid for not less than five hundred four (504) hours, not including personal

commute time, or time spent on vacation, medical, or sick leave.

15.1.5. FML USAGE

15.1.5.a.

An eligible Flight Attendant is entitled to use up to seventy-eight (78) days of FML in any twelve (12) month period.

15.1.5.b.

Unless a Flight Attendant has applied for FML for an absence, the Company shall not designate that absence as FML.

15.1.5.c.

A Flight Attendant may use their accrued sick leave, or a portion thereof, for FML authorized absences for their own serious health condition or pregnancy prior to using unpaid FML, in which case the days of sick leave will not be counted against the Flight Attendant's seventy-eight (78) day FML allocation. Alternatively, a Flight Attendant may use their accrued sick leave, or a portion thereof, concurrent with FML taken for their own serious health condition.

15.1.5.d.

A Flight Attendant may use their accrued vacation for the current year, or a portion thereof, before commencing an FML leave in which case the vacation days will not be counted against the Flight Attendant's seventy-eight (78) day FML allocation. Alternatively, a Flight Attendant may use their accrued vacation for the current year, or a portion thereof, concurrent with FML. When a Flight Attendant uses accrued vacation either before or concurrent with FML leave, they may only use a block of no fewer than six (6) consecutive days from either the beginning or end of a vacation period. If a Flight Attendant only has a block of vacation days fewer than six (6) days, they must use the entire block.

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 while on the occupational status and could lead to complications with your Occupational benefit payments and Leave Status.

- **For example, if you have been placed on a leave status other than an Occupational Leave, you cannot be placed on an Occupational leave status without meeting the return to work status which includes flying a trip, sitting a day of Reserve or completing a contractual schedule change.**

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

12.C.8.

Vacations encompassed by a leave of absence shall be treated in the following manner:

12.C.8.a.

Leave the vacation period intact and pay the Flight Attendant for the vacation; or

12.C.8.b.

Permit a trade of vacations in accordance with the trading provisions of this Section, thereby removing the original vacation from the period of leave.

Unique to Occupational Leaves of Absence:

12.C.8.c.

A Flight Attendant who is scheduled for jury duty, or on medical or occupational leave, hospitalized due to illness or injury may, not later than one calendar day before their vacation begins, defer the vacation until later in the Scheduled Vacation Year. Upon return to work, they will choose from available vacation periods. If no vacation period is open and the deferred vacation was a paid vacation, the Flight Attendant will be paid for the deferred vacation at their pay rate in the last month of the Scheduled Vacation Year in which the vacation would have been taken. The payment shall be made not later than the February 1 paycheck of the following year.

12.C.8.d.

If they elect to carry over the deferred vacation days to the following Scheduled Vacation Year, they will choose from available vacation periods after vacation periods for that year have been awarded. A Flight Attendant may only utilize this provision once per Scheduled Vacation Year.

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.

12.H. VACATION TRADES

12.H.1.

Vacation periods may be exchanged by a Flight Attendant with another Flight Attendant within the same Base. Their request must be submitted by the 15th of the month before the earliest of the calendar months involved in the trade. Trades may be advertised on, and transactions shall be performed through the CCS system (or future equivalent). (Current process)

12.H.2.

Flight Attendants also may exchange a vacation period with an open vacation period within the same Base, in accordance with the following:

12.H.2.a.

After completion of the vacation bidding process, the Company shall publish all remaining open vacation allocations. Flight Attendants shall have no fewer than six (6) days in which to submit

requests to trade for open vacation periods. The Company shall award these trades on the basis of seniority at least thirty (30) days prior to the start of the Scheduled Vacation Year.

12.C.8.c.

A Flight Attendant who is scheduled for jury duty, or on medical or **occupational leave**, hospitalized due to illness or injury may, not later than one calendar day before their vacation begins, defer the vacation until later in the Scheduled Vacation Year. Upon return to work, they will choose from available vacation periods. If no vacation period is open and the deferred vacation was a paid vacation, the Flight Attendant will be paid for the deferred vacation at their pay rate in the last month of the Scheduled Vacation Year in which the vacation would have been taken. The payment shall be made not later than the February 1 paycheck of the following year.

12.C.8.d.

If they elect to carry over the deferred vacation days to the following Scheduled Vacation Year, they will choose from available vacation periods **after vacation periods** for that year have been awarded. A Flight Attendant may only utilize this provision 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.

12.C.2. VACATION TIMELINE

Event	Date
Begin vacation buy back, 401(k) election & Flex election period	By September 25
Close election period	<u>On October 10</u>
Begin first vacation bid period	<u>By October 18</u>
Close first vacation bid period	<u>On October 26</u>
Post first vacation awards	<u>By October 28</u>
Begin second vacation bid period	<u>By November 3</u>
Close second vacation bid period	<u>On November 11</u>
Post second vacation awards	<u>By November 13</u>
Vacation allocations published	<u>By November 18</u>
Trades awarded by seniority	<u>On November 25</u>
Final vacation allocations published	<u>By November 28</u>
Instant trading opens	<u>On November 29</u>

12.C.2.a.

The Company shall close the election and bid periods set forth above at 0800 Home Domicile time. The election/bid period dates and times may be changed by mutual agreement between the Company and the Union.

Sick Leave vs. Medical Leave of Absence

Utilizing the Pay Option Acknowledgement letter from the Company's Workers' Compensation Guide (Search Help Hub: Occupational Pay Option Letter)

Section 13.D.6.

When a Flight Attendant is on sick leave an entire month, they shall have the option of receiving sick leave pay for their projection for that month, one-hundred (100) hours, or the seventy-one (71) hour minimum to the extent that they have sick leave accrued in their bank.

A Partnership Flight Attendant shall have the option of receiving sick leave pay for half of their line value, fifty-five hours (55:00) or thirty-five hours and thirty minutes (35:30) to the extent they have has sick leave accrued in their bank.

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.

15.E. MEDICAL LEAVE

15.E.1.

Leaves of absence required due to occupational/non-occupational illness or occupational/non-occupational injury shall be granted upon written verification of disability from a qualified medical doctor. Any such leave may not exceed the lesser of:

15.E.1.a.

The period of disability, or

15.E.1.b.

Three (3) years

15.E.2.

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

15.E.3.

For the purposes of pay and vacation step adjustments, Flight Attendants on medical leave will continue to accrue longevity for the period of time they are eligible for active-employee medical insurance coverage under paragraphs 15.E.6. or 15.E.7., below.

15.E.4.

The chart in Paragraph L. below contains additional rules and benefits that apply to medical leave.

15.E.5.

A Flight Attendant shall automatically be placed on a Medical Leave for illness or injury on the seventeenth (17th) day after exhaustion of all applicable paid sick leave credits.

15.E.6.

A Flight Attendant on a medical leave of absence shall remain on active-employee medical insurance coverage for the lesser of the Flight Attendant's total length of active service or the duration of their medical leave of absence.

15.E.7.

Notwithstanding the language of paragraph 15.E.6., above, a Flight Attendant on an occupational injury medical leave of absence which was caused by verified unannounced clear air turbulence or sudden aircraft movement, passenger assault, emergency evacuation, aircraft accident, hijacking or sabotage, but which was not the result of an unsafe work practice, shall be entitled a minimum of one (1) year medical insurance coverage at active employee rates.

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. This option keeps you active longer and delays the start of an occupational leave of absence which will begin 17 days after your sick leave bank is depleted.

Buying Back Sick Leave & Overpayment Processing

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.

13.D.10.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.

13.D.10.b.

When their occupational bank is exhausted, a Flight Attendant may supplement Workers' Compensation benefits using their accrued sick leave on an hour for hour basis. One (1) hour of sick leave will be deducted from their 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.

Occupational Injury Pay

During absences due to occupational injuries/illness, a Flight Attendant who has applied for and has an accepted claim is entitled to receive workers' compensation benefits. They 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 Sections 13.D.10.a. – c. 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.10.a. – c. Workers' Comp 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.

13.D.10.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.

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.).

13.D.10.d.

If the Flight Attendant so elects, they 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.

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.4.)

15.A.4. 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 Company offered leave ("COLA"), educational leave, or a maternity leave.

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 Section 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

Resignation with Settlement

Once you are paid a settlement your TTD payments 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 will be offset (reduced) accordingly by amounts you receive in the way of TTD payments.

29.H. LONG TERM DISABILITY

29.H.1. ELIGIBILITY

Flight Attendants who have completed 6 months of service.

29.H.2. ENROLLMENT

Upon becoming eligible, Flight Attendants will have the ability to enroll in a Long-Term Disability (LTD) coverage option. If no election is submitted, the Flight Attendant will be automatically enrolled in LTD coverage option with a one hundred eight (180) day waiting period and 60% benefit amount, and will be subject to applicable payroll deductions. Flight Attendants will have the ability to opt out of coverage. A Flight Attendant who opts out of coverage will require evidence of insurability prior to being allowed to enroll in LTD coverage.

29.H.3. BENEFIT AMOUNT

The Plan will pay a monthly benefit based on one of the following elections made by the Flight Attendant:

29.H.3.a.

120-day waiting period, 60% benefit;

29.H.3.b.

180-day waiting period, 50% benefit;

29.H.3.c.

180-day waiting period, 60% benefit; ~~or~~

29.H.3.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:

29.H.3.d.(1).

Workers' compensation.

29.H.3.d.(2).

Primary social security disability benefits (including continuation of such benefits payable after age sixty-five [65]).

29.H.3.d.(3).

State disability benefits.

29.H.4. MONTHLY SALARY

A Flight Attendant's monthly salary is the Flight Attendant's base pay rate for the previous twelve (12) months which will be defined as eighty-five (85) hours multiplied by the Flight Attendant's hourly rate or the average of actual earnings per month for the previous twelve (12) months, whichever is greater.

29.H.5. BENEFIT WAITING PERIOD

The Flight Attendant may elect from the following Benefit Waiting Periods:

29.H.5.a.

120 days (60% Benefit)

29.H.5.b.

180 days (50% or 60% benefit)

29.H.5.c.

270 days (50% benefit)

Benefits begin on the 121/181/271st day of total disability provided employee is under a doctor's care.

29.H.6. BENEFIT DURATION**29.H.6.a.**

If the employee is age sixty (60) or younger when disability begins, benefits will continue until the earlier of:

29.H.6.a.(1).

Their 65th birthday.

29.H.6.a.(2).

No longer disabled.

29.H.6.a.(3).

No longer under a doctor's care.

29.H.6.b.(1).

If disability begins on or after the employee's 61st birthday, benefits will continue according to the following schedule, or until no longer disabled, or no longer under doctor's care, whichever is first.

Age of Disability	Maximum Number of Months of Benefits Payments
61	48
62	42
63	36
64	30
65	24
66	21
67	18
68	15
69 or older	12

29.H.6.b.(2).

The Company will improve the schedule above if required under the Older Workers' Benefit Protection Act.

29.H.7. DEFINITION OF DISABILITY

Total disability means that during the first two (2) years of benefits, the employee cannot perform the Flight Attendant's job. After two (2) years, total disability means the employee cannot do any job for which the employee has the training, education or experience.

Limitations. LTD benefits are not paid for:

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Return to Work/Medical Arbitration (Refer also to Section H)

The ESC will review 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 medical 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 the Medical Arbitration process.

There are **very strict** 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 their 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 decide, 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 support 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 or an Independent Medical Examination (IME)

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.

In such a case, 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 arrange for a hotel room if you need one and, should authorize positive space transportation if you must travel by air. If you commute, request the authorization after booking travel in employeeRes™. They should issue a check to cover most of your expenses prior to your travel. If it is not received or not of a sufficient amount 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 a Section 12 Examination (IME) Guidelines

- If, after an Independent Medical exam, you do not receive communications from the ESC, your occupational specialist, or Sedgwick (AIG), within a reasonable period of time (2 weeks), call the 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 run the risk of being 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 Physicians 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 starting the Return to Work (RTW) process.
- 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.) **This is an exceptionally time sensitive process that must be acted upon within 30 days of any dispute as to your ability to work. DO NOT DELAY.**
- 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 submit your **ESF** form to the **ESC via Help Hub**. 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 submitted 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

Contract Language

15.A.7. RETURN TO WORK

15.A.7.a.

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 Base to which they were assigned prior to beginning of the leave or transferred in accordance with Paragraph 15.A.6. above.

15.A.7.b.

Flight Attendants shall comply with all return to work guidelines established by the Company, including any required training and/or documentation.

15.A.7.c.

When a Flight Attendant is returning to work from a leave of absence and requires training in order to return to flight status, the Company shall make training available within forty-five (45) days of the Flight Attendant's acknowledgement or notice of return from leave. In the event that the Company does not make training available commencing by the 45th day, the Flight Attendant will be paid as if in active service beginning on the 46th day or the Flight Attendant's expected date of return, whichever is later.

15.A.8. RETURN TO WORK LINE OF FLYING

15.A.8.a.

Starting with the Work With Window, a Flight Attendant returning to work who was not eligible to participate in the bid process but who is now qualified and current, shall be eligible to build their line of flying for the next bid month by contacting the Flight Attendant Support Team (FAST).

15.A.8.a.(1).

Once a Flight Attendant has completed all of the required steps of the return to work process, FAST will contact the Flight Attendant to notify them of their lineholder/reserve status and advise them to call within forty-eight (48) hours to start the line-building process.

15.A.8.a.(2).

If the Flight Attendant does not call within forty-eight (48) hours, FAST will build the schedule.

15.A.8.a.(3).

When the Flight Attendant calls within the forty-eight (48) hours, the Flight Attendant shall begin building their schedule with FAST.

15.A.8.b. LINEHOLDER

15.A.8.b.(1).

If the Flight Attendant is contacted between the 22nd of the previous month and the 9th of the return-to-work month, they will be given five (5) calendar days to complete the schedule.

15.A.8.b.(2).

If the Flight Attendant is contacted on or after the 10th of the return-to-work month, they will be given three (3) calendar days to complete the schedule.

15.A.8.b.(3).

Unless otherwise delineated below, the line shall be restricted from trip trading functions until the completion of the process.

15.A.8.b.(4).

The Flight Attendant will contact FAST within the time limits set in paragraphs 15.A.8.b.(1). or 15.A.8.b.(2). as applicable, to add pairings to their schedule from Open Time. FAST will place the pairings selected by the Flight Attendant in their line of flying, if they are still available in Open Time, until they have reached their designated minimum number of required credited hours.

15.A.8.b.(5).

If the Flight Attendant is available for the whole month, they will be required to select pairings with a total credited value no less than the seventy-one hours (71:00) lineholder minimum.

15.A.8.b.(6).

If the Flight Attendant is not available for the whole month FAST will inform them of the minimum number of credited hours they need to reach when selecting pairings, prorated from the lineholder minimum of seventy-one hours (71:00). FAST will also inform them of their guaranteed minimum number of days off, prorated from ten (10).

15.A.8.b.(7).

If the Flight Attendant's seniority allows them to build a lineholder schedule, FAST will notify them whether their seniority allows them to build the line with domestic pairings or international pairings.

15.A.8.b.(8).

If there are no pairings in Open Time to complete a full schedule:

15.A.8.b.(8).(a). **DOMESTIC LINE**

If the Flight Attendant calls prior to the final deadline and there are no domestic pairings available in Open time, at their option, they may choose to wait for domestic pairings to become available, or decline to continue the process. If the Flight Attendant declines to continue the process, their line guarantee shall be set at that time at the current line value and restrictions on trip trading will be lifted at that time.

15.A.8.b.(8).(b). **INTERNATIONAL LINE**

If the Flight Attendant calls prior to the final deadline and there are no international pairings available in Open time, at their option, they may choose to wait for international pairings to become available, select domestic pairings from Open Time, or decline to continue the process. If the Flight Attendant declines to continue the process, their line guarantee shall be set at that time at the current line value and restrictions on trip trading will be lifted at that time.

15.A.8.b.(9).

If the Flight Attendant does not complete building the line within the allotted time, FAST will complete the process, utilizing any trip for which the Flight Attendant is qualified.

15.A.8.b.(10).

At 0800 on the deadline day, as established in 15.A.8.b.(1). or 15.A.8.b.(2), above, FAST shall complete the line building process as provided in 15.A.8.b.(9)., above, after which the value of the line shall be set and the Flight Attendant will receive the appropriate minimum line guarantee, based on their full or prorated availability for the month and restrictions on trip trading will be lifted.

15.A.8.c. **RESERVE**

15.A.8.c.(1).

When the Flight Attendant calls FAST pursuant to paragraph 15.A.8.a.(3)., above, if their seniority would have resulted in holding a reserve schedule, or they choose to be on reserve status, FAST will work with the Flight Attendant to build a Reserve line with the appropriate number of days of availability and days off, prorated as necessary. In addition, the Reserves minimum guarantee will be set based on the number of days of availability in their line.

15.A.8.c.(2).

If the Flight Attendant is available for the entire month, they will notify FAST of the line they request subject to the seniority requirement and their reserve minimum guarantee will be seventy-eight (78) hours, prorated as necessary based on the line selected. FAST will inform the Flight Attendant of their reserve guarantee if not available for the entire month, prorated from the reserve minimum guarantee of seventy-eight (78) hours.

15.A.8.c.(3).

If the Flight Attendant does not contact FAST pursuant to paragraph 15.A.8.a.(3)., above, FAST will build them a Reserve line with the appropriate number of days of availability and days off, prorated as necessary. In addition, the Reserves minimum guarantee will be set based on the number of days of availability in their line. If the Flight Attendant is available for the entire month, FAST will assign them the first numerical reserve line they could have held.

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 – Membership Services with any questions about payment methods. If you would like to pay your dues beyond the required first three months, a process known as “to leave and remain active” in order to vote. 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 debit or credit card or ACH payments set up via the secured payment link available from the afacwa.org (International office) website at the following link: www.afacwa.org/hub

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 later bring yourself “dues current” prior to the voting deadline in order to be eligible to participate.

Union Dues While on Occupational Extended Illness Status (OJI Paid)

While on an Occupational Extended Illness Status receiving supplemental pay from your sick leave banks (personal or occupational), you retain your status as an active Flight Attendant. As such, for each month you remain on this status, regardless of whether or not you are receiving supplemental pay, you will have a dues obligation.

Medical Premiums While on Leave of Absence & Extended Illness Status

As provided in Section 29.B.4., Medical Premiums are to be made via payroll deduction. These deductions are made on a pre-tax basis provided there are sufficient wages to support the deductions. It is important to understand how premiums are handled *We* based on the Occupational Medical Leave and the Extended Illness (active) status:

Occupational Medical Leave of Absence

Once placed on an Occupational Medical Leave, Flight Attendants are moved immediately to the Direct Bill process. When this happens, Flight Attendants should promptly access YBR on Flying Together to set up a direct (ACH) deduction from a checking or savings account to ensure continued coverage. **We strongly recommend this be done as soon as possible to prevent cancellation of**

coverage.

Extended Illness Status – OJI Paid

While on Extended Illness status where TTD payments are supplemented from the Flight Attendant's sick bank(s), provided that the supplement is sufficient to cover the Health and Welfare Premiums, deductions will continue. However, if not, arrears will build for two (2) months **and** \$750 at which time the Flight Attendant will be moved to Direct Bill and Pay. Once again, setting up direct payments to ensure continued coverage is strongly advised once this occurs.



Procedures to Follow if Problems Arise

Legal Issues

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

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

Contractual Issues

The following is the protocol to follow if you have problems with your Workers' Compensation claim that are considered to be **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 arising not as a 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 issues arising based on a provision of 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**

