

ARTICLE 16

SICK LEAVE/ON JOB INJURY

1. SICK LEAVE

This is one of the areas where we agreed to an offset to gain improvements in other places since the impact is relatively small. A change was made where sick leave would be accrued at straight time. Language was removed that restricted sick leave use until after the first 6 months of employment.

- A. A Flight Attendant will accrue one (1) TFP sick leave for each ten (10) straight time TFPs for pay flown or credited during the month. Sick leave credit for premium trips will be accrued at straight pay. Sick leave will not be accrued on trips credited for sick leave.
- B. A Flight Attendant with perfect attendance during the month of December will accrue sick leave at 1.5 times the normal rate for that month. (i.e. If a Flight Attendant flies 100 trips during December she/he will be credited with 15 trips.)
- C. A Flight Attendant holding a regular line will be charged on a TFP basis for each day of scheduled flying for which she/he fails to perform as a result of illness or injury.
- D. A Flight Attendant holding a reserve line for the month will be paid at six and one-half (6.5)TFP per day from the Flight Attendant's sick leave bank for each day she/he is unavailable for duty on a reserve day on account of illness or non-related job injury, continuing to but not including the day she/he is cleared for duty. A reserve Flight Attendant who calls in sick on a reserve day or trades away a reserve day will have six and one-half (6.5) TFP deducted from the reserve guarantee for each day. The new guarantee reflects what the reserve Flight Attendant will be guaranteed for the remaining portion of her/his reserve month, excluding sick leave paid.
- E. Pay for sick leave will be based on the Flight Attendant's appropriate trip pay. Sick leave will not be paid for accepted pairings not flown during scheduled vacation days.
- F. Unused sick leave will continue to accumulate up to a maximum of 2400 TFP until a Flight Attendant terminates. Sick leave is not payable upon termination of employment.
- G. Upon termination of employment, if the Flight Attendant is at least 61½ years of age and has ten (10) years of service, or age 60 with at least

twelve (12) years of service, the Flight Attendant may trade accrued sick leave for continued medical coverage under any coverage option under the Flexible Benefits portion of the Health Plan at the rate of one month of coverage for each sixteen (16) TFP accrued, or under Medical Plan C and Basic Dental at the rate of one month of coverage for each twelve (12) TFP accrued until all accrued sick leave is exhausted or until age sixty-five (65), whichever occurs first.

If the Flight Attendant meets the eligibility requirements of the paragraph above, but does not have sufficient sick leave to purchase coverage to age 65, the Flight Attendant may purchase coverage to age 65 under Medical Plan C and Basic Dental through the payment of premiums equal to the COBRA rate applicable to Employees generally.

If a retired Flight Attendant covered by Section G dies before age 65, her/his surviving spouse, committed partner (as defined and recognized by the Benefits Department hereinafter referred to as the "Committed Partner"), and/or eligible dependents may continue coverage as provided herein until the earlier of (i) the date the retired Employee would have reached age 65; (ii) the date the surviving spouse or committed partner reaches age 65; or (iii) the date the surviving spouse or committed partner or eligible dependent ceases to be eligible as defined in the Plan.

H. A covered Employee retiring at or after Age 55, with at least 15 years of credited service in a classification covered by this Agreement and at least 720 TFPs of sick leave available, will be permitted to:

1. Utilize any provision of the current contract for which they are eligible; or,
2. Elect to be covered by Medical Plan C and Basic Dental for the entire duration of retirement coverage to Age 65, in which case the covered Employee may trade unused credited sick leave for continued medical coverage at the rate of one month's coverage for each 12 TFP of sick leave accrued.

If the covered Employee elects this option, but does not have enough credited sick leave to cover the entire period of retirement to Age 65, the covered Employee may purchase continued health care coverage by payment of the age-banded actuarial cost of coverage for Medical Plan C and Basic Dental.

The employee may choose to take, or not to take, Basic Dental. If a retired Flight Attendant covered by Section H dies before age 65, her/his surviving spouse or committed partner and/or eligible dependents may continue coverage as provided herein until the

earlier of (i) the date the retired Employee would have reached age 65; (ii) the date the surviving spouse or committed partner reaches age 65; or (iii) the date the surviving spouse or committed partner or eligible dependent ceases to be eligible as defined in the Plan.

- I. Upon reaching age 65, a retiring Flight Attendant purchasing health care coverage under this section, with remaining credited sick leave may elect to trade unused credited sick leave for continued coverage under Medical Plan C and Basic Dental for a spouse or committed partner under age 65 at the rate prescribed in Section H.2. above.

If the retired Flight Attendant who retired at age 60 with at least 12 years of service or after age 61½ with 10 years of service, or retired at or after age 55 with at least 15 years of service, has used all sick leave, coverage may be purchased for the younger spouse or committed partner at the age banded actuarial cost of coverage of Medical Plan C and Basic Dental. Coverage will end the earlier of (i) the spouse's or committed partner's 65th birthday; or (ii) the date the surviving spouse or committed partner ceases to be eligible as defined in the Plan. The Employee or Spouse or committed partner choosing to purchase Medical Plan C may choose to take, or not take Basic Dental.

To align with modernization in other areas, antiquated language was removed that required sick leave bank reports to be kept in the Supervisor's office.

- J. The Company shall maintain a current record of sick leave credits and withdrawals for each Flight Attendant. Such record shall be made available to the individual Flight Attendant via electronic means or paper upon request. These reports will remain for a period of one (1) year on a rotating basis. Flight Attendants will be able to check the amount of trips paid and sick leave accrued for any month. If a Flight Attendant does not agree with the amount she/he will be given a complete accounting of her/his sick leave bank.
- K. During a leave of absence, other than OJI, in excess of thirty (30) days, granted to a Flight Attendant, sick leave will continue to accrue at a rate of seven (7.0) TFP per month for a period not to exceed ninety (90) days. A Flight Attendant on OJI will continue to accrue sick leave during the salary continuation period as in Section 1.A. above.
- L. A Flight Attendant laid off due to reduction of force shall retain sick leave accrued prior to lay-off in the event of recall.

2. OJI

A. During a Flight Attendant's absence due to an occupational illness or injury compensable under the applicable Workers Compensation Law, or an alternative program of medical and indemnity benefits adopted by the Company in lieu of the Workers Compensation program, she/he shall receive the following benefits from the Company:

1. For the first fifteen (15) calendar weeks absent, the difference between her/his base pay and Workers Compensation payments or payments under the alternative program adopted in lieu of Workers Compensation.

The base rate for the purpose of establishing such payments will be determined by adding together the trip pay (including vacation, sick pay, and any premium pay) earned for the 13 weeks of active duty immediately preceding the date of injury, excluding bonus payments, per diem payments or any other payment.

Following is a list of items that will not be included in the calculation of the Flight Attendant's salary continuation: Workers compensation payments, weeks without trips due to the Flight Attendant's original schedule, medical leaves or sick leave without compensation, and personal leaves without pay; however, weeks without compensation due to 'give aways' will count in the averaging (See example below). The sum of the 13 weeks' pay shall be divided by 13 and the result will be the base rate.

Employees working less than 13 weeks preceding the date of injury will have the base rate established by adding together all trip pay earned for the total number of weeks worked preceding the date of injury. The sum of the wages shall be divided by the total number of weeks worked and the result will be the base rate. For example: if a Flight Attendant's thirteen (13) week average includes:

Two (2) weeks of Salary Continuation

One (1) week of given away trips

One (1) week of no trips scheduled

One (1) week of medical leave or sick leave without sick leave pay

One (1) week personal leave without pay

The Flight Attendant's thirteen (13) week average will be reduced and divided by eight (8) instead of thirteen (13) to achieve the average.

2. In the event a Flight Attendant is absent for an occupational illness or injury due to a hijacking, Act of War, or act of terrorism that results in loss of life or serious bodily injury, or crash landing, aircraft incident, or severe turbulence that results in damage to the aircraft or loss of life, the maximum period of salary continuation described in Section 2.A.1 above shall be extended to 26 weeks.
3. At the conclusion of the period referred to in Section 2.A.1 and 2 above, a disabled Flight Attendant may, at her/his option, draw upon accrued sick leave up to the extent of her/his accrual to make up the difference between her/his base rate and the payment received from Workers Compensation or the alternative program adopted in lieu of Workers Compensation.

Corresponding deductions will be made from the Flight Attendant's available sick leave accrual. A Flight Attendant(s) on OJI who has completed fifteen (15) weeks of salary continuation and requests TFP from her/his available sick leave bank will be treated as follows:

The Salary continuation worksheet will include the indemnity amount. The indemnity amount will be subtracted from the base rate. The resulting amount establishes the dollars that may be taken from the sick leave bank. (The dollars are converted into TFP by dividing the leftover amount by the Flight Attendant's trip rate.) If the Flight Attendant has received a raise during the salary continuation period, the dollar amount will be divided by the higher trip rate.

4. When a Flight Attendant's vacation overlaps with a Workers Compensation Leave, the following options will be made available to the Flight Attendant:
 - a. Where applicable, Flight Attendants who have a vacation and Workers Compensation at the same time may trade her/his vacation(s) as stated in Article 12.9 of this Agreement; leave the vacation as scheduled and be paid for the vacation over and above any Workers Compensation payments; or have the vacation moved to the release date of the Workers Compensation Leave.

- b. To trade the vacation, as stated in Article 12.9 of this Agreement, the Flight Attendant(s) must complete the trade online.
- c. A Flight Attendant with a line of time, in which the vacation pay has previously been established, will be compensated the pay for vacation(s) as scheduled.
- d. When a Flight Attendant on OJI has not bid a line of time and has vacation which overlaps with her/his OJI leave, she/he may elect to:
 - 1. Be compensated for the vacation; or
 - 2. Move the vacation to begin the first day after she/he is released to full active status without restrictions.

The Flight Attendant(s) will be compensated with a minimum of 34 TFP in 'A' position for the vacations taken during the leave or moved to the end of the leave. A Flight Attendant(s) may elect to move or take the vacation pay using the Workers Compensation Vacation Pay Form, which will be supplied to the Flight Attendant(s) with the Workers Compensation Checklist. The Forms must be submitted to Inflight Scheduling Audit no later than the 1st of the month prior to the vacation, unless there are extenuating circumstances and no later than the first day of the vacation.

- 5. All vacations must be taken in the year in which they are awarded. Any unused vacation time as of December 31st of that year will be paid.
- 6. These benefits shall be in lieu of any other payment provided for in this Article for all absence due to the same illness or injury.

B. Payment under Section 2.A.1. and 2 above will commence upon a determination by the Company, its insurer, or an appropriate governmental body or court through a final non-appealable order that the claim for industrial illness or injury is compensable under the applicable Workers Compensation Law or alternative program adopted in lieu of Workers Compensation.

- 1. Until the claim has been deemed compensable under the applicable

Workers Compensation Law or alternative program adopted in lieu of Workers Compensation and a definite rate has been established, the employee will be paid her/his normal base rate from accrued sick leave.

2. When the claim has been deemed compensable under the Workers Compensation Law or the alternative program adopted in lieu of Workers Compensation, the employee's sick leave accrual shall be replenished by the number of trips used for purposes of the payment described in Section 2.B.1., and payments will continue as defined in Section 2.A.1. and 2 above.
- C. The Company may require the injured Flight Attendant to submit to physical examination by a doctor of the Company's choosing to determine whether or not the Flight Attendant is fit to return to work. Flight Attendants will be provided the name of and access to a doctor of the Company's choosing near the Flight Attendant's place of residence, domicile, or in the city in which the injury occurred. Any Flight Attendant who disputes the Company's interpretation of such physical examination may have her/his case reviewed as outlined in Article 17.2. Payments by the Company under this policy may be terminated if the employee refuses to submit to a physical examination as outlined above or if the employee is found fit to return to work.
 - D. The laws governing occupational injuries and illness shall be the laws of the jurisdiction in which the Flight Attendant is domiciled.
 - E. Any alternative program adopted by the Company in lieu of Workers Compensation coverage shall provide benefits to covered Flight Attendants at least equal to benefits which would be provided through Workers Compensation coverage and a notice of the adoption of any alternative program must be submitted to the Union ninety (90) days prior to the implementation of such alternative program.
 - F. Any time a Flight Attendant is required by the Company to undergo a medical examination, such examination shall be at Company expense.
 - G. With respect to medical and dental insurance coverage subsequent to the expiration of salary continuation while on OJI leave, the Company will continue to provide both medical and dental coverage to the affected Employee (at the same rate, if any, as the Employee pays as an active Employee) for so long as such Employee remains on the payroll of Southwest Airlines (subsequent to expiration of the salary continuation period) and receives a check from the Company through use of

accumulated sick leave and/or vacation allowance, applied to all scheduled work days, plus a maximum of 120 days thereafter, or Company policy, whichever is greater.

- H. Flight Attendants who suffer an on-the-job-injury and are removed from service will be returned to their base or home, limited to the Southwest system. If the Flight Attendant has completed her/his duty day, she/he will be compensated for the deadhead(s) to her/his domicile or home limited to the Southwest system. If the Flight Attendant has not completed her/his duty day, the Flight Attendant will be compensated for the remainder of her/his duty day or the deadhead(s) whichever is greater. (Per diem will be paid only for all trips flown or deadhead(s).)

An entirely new section was added with protections and pay to cover OJI's that were not previously covered or addressed in our CBA prior to TA 2024

I. Non-Compensable Occupational Injuries

1. A Flight Attendant who is injured on the job while performing activities that would be considered in the course and scope of their role and job duties, but whose workers' compensation claim is deemed non-compensable (denied) by the Company's third-party administrator, may request to participate in the Southwest Flight Attendant Supplemental OJI Program in order to receive temporary supplemental income during their recovery.
2. This program may cover voluntary duties listed in the Flight Attendant job description if they are not covered under state law, such as wheelchair pushing and assisting with passenger luggage.
3. This program may also cover injuries not specifically listed in the Flight Attendant job description, including, but not limited to, those that occur as a result of a transportation (van, shuttle, taxi, ride share) accident between the airport and crew hotel while on duty, when receiving training in the LEAD Center or Crew Base, or while on airport property.
4. Program participation eligibility will be determined by the Inflight Leave Administration Team in coordination with the Flight Attendant's Base Leaders. The Inflight Leave Administration Team will also be responsible for the on-going administration of the program.
5. A Flight Attendant who is approved to participate in the program will

receive up to three (3) months of pay at eighty-five (85) TFP per month on a prorated basis, via Company Convenience pay, from the date of injury. The supplemental income replacement benefit will continue until the Flight Attendant reaches the maximum benefit duration, three (3) months, or they return to work, whichever occurs first.

6. A Flight Attendant must provide all required documentation, participate in required treatment, and is expected to attend all appointments with their treating physician in order to be considered for participation in the program and to receive continuation of supplemental income if accepted into the program.
7. The administrative process for this program will be as set forth in the Southwest Airlines Flight Attendants Workers' Compensation Handbook.
8. Flight Attendants who are approved to participate in the program but remain unable to return to work after three (3) months, following the date of their injury, may utilize any of their applicable and approved disability benefits for on-going income replacement.

3. RETURN FROM SICK LEAVE/OJI

A. When a Flight Attendant on sick leave sufficiently recovers to resume flying before the end of a scheduled pairing, he/she shall immediately notify Crew Scheduling, which may, if agreed by the Flight Attendant:

1. Assign the Flight Attendant to pick up his/her pairing in a timely and cost-efficient manner (unless the pairing has been assigned to a line holding Flight Attendant from the VJA list or Open Time);
2. Assign the Flight Attendant another pairing which will not violate legal rest time before the beginning of the Flight Attendant's next scheduled pairing;

Language was added to align with having new reserve shifts.

3. Allow the Flight Attendant to sit reserve for the remaining day(s) of his/her scheduled pairing with guaranteed reserve pay of six and one-half (6.5) TFP a day (the Flight Attendant must be available the entire length of the accepted reserve contact hours). The Flight Attendant and Crew Scheduling will mutually agree upon which Reserve shift will be accepted and will not violate legal rest time

before the beginning of the Flight Attendant's next scheduled pairing;
or

4. If none of the foregoing is agreed to by the Flight Attendant, allow the Flight Attendant to remain off duty for the remainder of the pairing, in which event accrued and unused sick pay may be collected for the remainder of the pairing.
5. When a Flight Attendant sick leave recovers a pairing that was coded for VJA, the Flight Attendant will retain VJA for the portion of the pairing(s) on which she/he sick leave recovers.

Language was added to align with having new reserve shifts.

- B. In order for a Reserve to recover a portion of their Reserve block, the following applies:

1. She/he will retain her/his original Reserve type.
2. The Reserve must have a minimum of six (6:00) hours available for contact and her/his guarantee of six and one-half (6.5) TFP will be restored for that day.
3. If the Reserve has less than the minimum of six (6:00) hours available for contact, then she/he cannot recover that day, and attendance points will apply, if applicable.

In no event will a Flight Attendant be paid for sick leave after he/she resumes flying or assumes reserve status.

4. SICK LEAVE ON LINE

A Flight Attendant who reports in sick or injured on line will be returned to her/his domicile, designated residence in a Southwest city, or the closest Southwest city to the Flight Attendant's designated residence on the first available flight and will be treated as must ride and will not be required to occupy a jump seat.

5. GENERAL

- A. An on-duty Flight Attendant who is the victim of assault by a passenger will have the full cooperation of the Company in criminal charges brought against the passenger by appropriate authorities. It may be necessary for

the Flight Attendant to meet with law enforcement authorities and appear as a witness in criminal proceedings. Flight Attendants in that situation will be pulled from the necessary trips with pay. A Flight Attendant requiring such time off will provide the Company with as much advance notice as possible.

Language was added to allow the Union to make improvements and resolve issues for Flight Attendants that are having difficulties with the OJI process.

- B. The Union President/designee may request to meet with the Company's Workers' Compensation program leader/designee once per calendar quarter to reviews matters affecting Flight Attendants injured on the job.