

ARTICLE 15

LEAVE OF ABSENCE

1. LEAVE DURATION AND SENIORITY

When the requirements of the service permit, a Flight Attendant may upon proper application to the Company, be granted a leave of absence for a period not in excess of ninety (90) days. Such period may be extended for additional periods not to exceed ninety (90) days each.

If the Company, in its sole discretion, grants a leave of absence for educational purposes and later elects not to grant a requested extension of such leave, then such leave shall be terminated at the conclusion of the current quarter or semester, whichever is appropriate.

Requests for leave of absence or extensions thereof and approvals by the Company shall be in writing.

A Flight Attendant granted a leave of absence (including a probationary Flight Attendant) shall retain and continue to accrue seniority during the first ninety (90) days of such leave of absence. For leaves of absence in excess of ninety (90) days, seniority shall be retained but not accrued except where the leave of absence has been granted because of sickness, injury or special assignment of the Company, in which case seniority shall accrue during the entire period of leave for sickness or injury except that in no case shall a leave for sickness or injury exceed a total continuous period of one (1) year unless extended by consent of the Company, in which case it may not exceed a total continuous period of four (4) years.

If a Flight Attendant's worker's compensation claim is in dispute and their appeal is open or pending at the end of the four-year leave period, the Flight Attendant will remain on the seniority list for up to five (5) years.

Once a Flight Attendant returns to work from a leave for sickness or injury, any subsequent leave, regardless of the diagnosis, will be considered a separate leave. A Flight Attendant may use her/his accrued sick leave for any leave or extension thereof taken on account of sickness or injury.

2. MEDICAL LEAVE REQUEST

A Flight Attendant will be given a medical leave of absence for physical or mental reasons when the employee submits a written request for such leave to the Company accompanied by a statement from a qualified physician, physician assistant (PA), nurse practitioner (NP), or clinical psychologist recommending

such leave. Such statement shall contain a sufficient description of the reason for the leave to enable the Company to determine the necessity for the leave.

The Company retains the right to require a medical examination by a qualified healthcare provider (as defined in Article 17) of the Company's choosing and to invoke the provisions of Article 17 of this Agreement in which event the provisions of that Article will be binding.

The Company's action granting or denying the requested leave shall be noted on the request.

3. MATERNITY LEAVE

- A. A Flight Attendant who is pregnant may continue working until the Flight Attendant submits documentation from her healthcare provider confirming the need for Maternity Leave due to pregnancy. Such leave will be granted for a period not to extend more than six (6) weeks for a natural birth and eight (8) weeks for a cesarean birth, following the child's date of birth, or the loss of the pregnancy after twenty (20) weeks. During such period, she will retain and continue to accrue seniority and will not lose insurance coverage. Prior to the child's birth or the loss of the pregnancy after twenty (20) weeks, a Flight Attendant may use her accrued sick leave for maternity leave. In the event a Flight Attendant exhausts her sick leave during maternity leave, she will be entitled to use accrued vacation during such leave. Following the birth of the child or the loss of the pregnancy after twenty (20) weeks, the Flight Attendant will be paid nineteen and one half (19.5) TFP per week for either six (6) weeks for a natural birth or eight (8) weeks for a cesarean birth. During maternity leave, a Flight Attendant may supplement their pay from their sick bank up to a maximum of 130 TFPs per month. In the case of simultaneous births involving two (2) or more children only a single Maternity Leave will be granted.
- B. Maternity Leave is not available to a Flight Attendant who does not retain custody of the child following delivery. In such case, the Flight Attendant shall notify the Company in writing of the termination of her pregnancy within fourteen (14) days and of her expected date of return to active service within thirty (30) days after termination of pregnancy. If a Flight Attendant is unable to return to active service because of certified, bona fide medical incapacitation, she shall be entitled to receive a medical leave of absence under the provisions of Section 2 of this Article 15.

4. PARENTAL LEAVE

A Flight Attendant that is the biological parent of a child, adopts, or becomes a permanent legal custodial caregiver to a dependent child that formerly was not, but will be living in her/his home will be granted a leave of absence for a period not to

exceed twelve (12) weeks. Parental Leave is not available to a foster parent, a surrogate birth mother or her spouse or committed partner, or an individual that adopts a spouse's or committed partner's child or any child aged eighteen (18) or more. A Flight Attendant shall retain and accrue seniority during such leave and shall not lose insurance coverage. A Flight Attendant will be paid nineteen and one half (19.5) TFP per week for the first two (2) weeks of the Parental Leave. A Flight Attendant has the option to use her/his sick leave or vacation pay during the remainder, up to ten (10) weeks, of this leave.

A parental leave of absence may not begin until on or after the date of birth of the child or the date the child is placed with the Flight Attendant for the purpose of adoption or she/he becomes a permanent legal custodial caregiver. Parental Leave must begin within three (3) months of the date of birth or permanent placement in the Flight Attendant's home. Parental Leave must be taken on a consecutive basis (not intermittent). Any Parental Leave that does not begin within three (3) months of the date of birth or permanent placement in the Flight Attendant's home will no longer be available. In the case of simultaneous births or adoptions involving two (2) or more children or multiple adoption process that begin on different days but occur within the same twelve (12)-week period, only a single parental leave will be granted during the period beginning on the day the first child is born or placed in the Flight Attendant's home for adoption and extending twelve (12) months from the date that the last child is born or placed in the Flight Attendant's home for adoption. The number of children naturally born, by surrogacy or otherwise, or adopted at the same time will not increase the length of the parental leave.

A Flight Attendant eligible to receive a Parental Leave must request the leave at least thirty (30) days in advance of the requested leave date. If such advance notice is not practical under the circumstance, the Flight Attendant must request a Parental Leave as soon as practical. A Flight Attendant will be required to provide required documentation to support their eligibility for a Parental Leave. In the case of adoption, the Flight Attendant must provide proof that either the adoption has been finalized or is currently in progress. Any applicable federal, state, or local leaves will run concurrently.

5. EXTENDED BONDING LEAVE

A Flight Attendant who is the biological parent of a newly born child or who adopts or becomes a permanent legal custodial caregiver to a dependent child that formerly was not, but will be living in their home will be eligible for an unpaid Extended Bonding Leave that may continue for up to one (1) year from the newly born child's date of birth or the date of the child's permanent placement in the Flight Attendant home, in order to continue to care for and bond with a newly born, adopted, or dependent child. An Extended Bonding Leave must be taken on a consecutive basis (not intermittent) and begin the calendar day after the conclusion of parental leave.

A Flight Attendant eligible to receive an Extended Bonding Leave must request the leave at least thirty (30) days prior to conclusion of her/his Parental Leave. A Flight Attendant may elect to use any unused, earned vacation for pay while on an Extended Bonding Leave. A Flight Attendant will not lose insurance coverage while on an Extended Bonding Leave. Any applicable federal, state, or local leaves will run concurrently.

6. CONTINUATION OF GROUP HEALTH COVERAGE

Group health insurance benefits during sickness and injury shall continue for a period of time equal to accrued unused sick leave (converted to days) plus accrued unused vacation plus one hundred twenty (120) days beginning the last day actively worked. Accrued unused sick leave shall be converted to days by dividing the Flight Attendant's accrued unused sick trips for pay by ninety (90), and multiply the resultant figure by thirty (30). For continuation of Group Health Coverage benefits as a result of OJI, see Article 16 of this Agreement.

7. FMLA LEAVE

Flight Attendants shall be afforded the provisions of the Family and Medical Leave Act of 1993 as those provisions apply to Southwest Airlines. The Company has promulgated a corporate policy pursuant to the Act covering its employees, including Flight Attendants. This policy will be updated to stay current with any changes in federal law.

- A. A Flight Attendant is eligible for FMLA if she/he has been employed by the Company for at least twelve (12) months and has a minimum of 504 duty hours in the preceding twelve (12) months. The FMLA eligibility calculation is based on each work day from scheduled check-in to debrief in a rolling twelve (12) month period; including, but not limited to, Airport Standby, Vacation (calculated at 13.8 duty hours per week), Training, Company Convenience, Company paid Special Assignment or Local Union Leave. A Reserve who is obligated for Reserve duty and is not called out, will be credited for 5.72 duty hours for each day of her/his Reserve block(s). If the FMLA is amended, the parties will agree upon a new method for eligibility calculation.
- B. When it is known to the Company that a Flight Attendant has been absent from work for more than three (3) consecutive days due to injury or illness, the Company will give notice of FMLA eligibility to the eligible Flight Attendant within two (2) business days via electronic means. Thereafter, it is the Flight Attendant's responsibility to complete the application for FMLA leave. If it is found within two (2) years of the absence that the Flight Attendant was not given notice of FMLA eligibility, and the Flight Attendant would have otherwise been entitled to FMLA leave, and she/he incurs

disciplinary action including, but not limited to, termination, the Flight Attendant will have an opportunity to provide appropriate paperwork to satisfy FMLA application to reverse the discipline.

- C. The Company or third party administrator will respond to a Flight Attendant in writing with confirmed delivery, to include Company email, within five (5) business days from the date the Flight Attendant submitted her/his FMLA application. The response will include whether the Flight Attendant has been approved or a detailed reason for any delay in processing the application. The Flight Attendant will be responsible for reporting sick under Article 32 of this Agreement for intermittent FMLA leave. In those cases where application for continuous FMLA leave is pending, the Flight Attendant may report ill or injured for the period of time specified in her/his application.
- D. If the Flight Attendant's FMLA application is denied and she/he would otherwise qualify for a medical leave as provided in 15.2 above, she/he will be placed on a medical leave of absence from the date originally requested by the healthcare provider on the FMLA application (up to fourteen (14) calendar days prior to the denial of the FMLA application).

8. **BEREAVEMENT LEAVE AND EMERGENCY LEAVE**

A. Bereavement Leave

The Company will grant to Flight Attendants four (4) days leave of absence with pay at the Flight Attendant's regular rate of pay for bereavement for members of immediate family. Members of the immediate family shall consist of Mother, Father, Step Mother, Step Father, Grandmother, Grandfather, Wife, Husband, Committed Partner or Registered Partner (as defined and recognized by the Benefits Department hereinafter referred to as the "Committed Partner"), Son, Daughter, Brother, Sister, Mother-in-Law, Father-in-Law, step children, grandchildren, and Committed Partner's parents and children. If additional days are required, such days may be deducted from the Flight Attendant's vacation allowance. In the event of death of the Flight Attendant's Spouse, Committed Partner, Child, Mother or Father, the Flight Attendant may utilize up to (4) accrued sick days as additional leave. If sick days are utilized for this purpose, it shall not constitute a chargeable occurrence under the Attendance Policy.

B. Emergency Leave

At the Flight Attendant's request and with required documentation, in the event of a grave illness or life-threatening injury of an immediate or extended family member:

- 1. The Company will grant a Flight Attendant up to four (4) consecutive days of unpaid leave. Such days may be taken without pay or

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deducted from the Flight Attendant's vacation time.

2. For the purposes of Emergency Leave only, extended family members will include the Flight Attendant's: brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, parent of a minor child, or any dependent relative or minor child residing in the Flight Attendant's household.
3. If Emergency Leave is granted and taken, required supporting documentation is provided, and the days are utilized for the purposes of an emergency leave, it will not constitute a chargeable occurrence under the Attendance Policy.

9. JURY DUTY/ WITNESS LEAVE

- A. The Company should be notified by a Flight Attendant of any impending Jury Duty as soon as possible. Flight Attendants will be paid for trips actually scheduled and missed on day(s) she/he has pairings or Reserve days that are affected by jury duty. A Flight Attendant is not considered released from jury duty until she/he has been released from her/his entire jury duty. A Reserve Flight Attendant will be credited for six and one half (6.5) TFP for each day of Reserve actually scheduled and missed. The Flight Attendant will furnish proof of her/his Jury Duty.
- B. The Company may either pull an entire pairing or a portion of a pairing for Jury Duty based on the Jury Duty obligation. Such pairings or portions of pairings pulled for Jury Duty will be immediately placed in Open Time.
- C. If a Flight Attendant is released from Jury Duty prior to the end of a scheduled pairing, she/he shall immediately notify Crew Scheduling for purposes of recovering the pairing. If agreeable to the Flight Attendant, Crew Scheduling may assign the Flight Attendant in one (1) of the following manners:
 1. Assign the Flight Attendant to recover her/his pairing in a timely and cost efficient manner (unless the pairing has been assigned to a line holding Flight Attendant from VJA or Open Time);
 2. Assign the Flight Attendant another pairing. The Flight Attendant will be paid for the pairing actually flown or the pairing pulled, whichever is greater;
 3. Allow the Flight Attendant to sit Reserve for the remaining day(s) of her/his scheduled pairing with guaranteed Reserve pay of 6.5 TFP a day (the Flight Attendant must be available for a full day of Reserve duty); or

If the Flight Attendant does not agree to the forgoing, the Flight Attendant will remain off duty for the remainder of the pairing at no pay.

- D. A Flight Attendant who, at the Company's request or who is subpoenaed, appears in connection with any occurrence arising out of the Flight Attendant's service with the Company will be paid for any such trips or Reserve days missed and such trips will count toward her/his monthly credit. If the Flight Attendant is required to appear on a day(s) off, she/he will be compensated at a daily rate of 6.5 TFP.
- E. 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.
- F. None of the leaves described in Section 15.9 above will affect Record Improvement or Perfect Attendance as outlined in Article 32 of this Agreement.

10. **MILITARY LEAVE**

- A. Flight Attendants obligated to take short term military leave (such as weekend duty or two weeks' active duty) because of commitments to either the military Reserves or the National Guard will make every attempt to trade or give away pairings or training that conflict with military service. All TFP or training that are pulled due to unsuccessful trading or giveaway will be pulled as a Military Leave without pay.
- B. During any quarter in which a Flight Attendant has active service with the Company, record improvement under the Attendance Policy will proceed as if no time for Military Leave from the job had occurred. Flight Attendant/Military Personnel will be allowed to bank points during the leave.
- C. The Military Leave Policy for Flight Attendants will be updated to stay current with any changes in federal law.
- D. For a period of military leave in excess of thirty (30) days, if a Flight Attendant's military pay is less than her/his pay as a Flight Attendant, the Company will allow the Flight Attendant to be paid out of her/his Sick Leave Bank up to the amount the Flight Attendant was earning as a Flight Attendant. Per Diem will not be calculated in the Flight Attendant's salary.

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The Flight Attendant pay will be based on the OJI formula as stated in Article 16 of this Agreement.

11. UNION LEAVE

Upon request by the Union President or her/his designee, a Flight Attendant will be granted a leave of absence to accept a full-time position with the Union (Local or International) and shall continue to accrue seniority during such leave. A Flight Attendant on Union Leave will be considered an active Employee and will retain all Company benefits and privileges.

12. GENERAL

A. Following any aircraft accident, hijacking, sabotage, act of war, terrorist incident, or serious incident the affected Flight Attendant will receive at least a fourteen (14) calendar day leave of absence with pay.

B. Vacation days will continue to accrue for up to one year during leaves of absence except in the case of personal leaves of absence in which case vacation days will accrue only for the first ninety (90) days of such leave; provided, however, that vacation days accrued during a leave of absence may not be paid or taken until the Flight Attendant has returned to active service.

If a Flight Attendant's scheduled vacation overlaps with her/his Medical Leave of Absence or Maternity Leave, and a line has not been awarded for the month, she/he will automatically receive 34 TFPs in "A" position.

C. Failure of a Flight Attendant to return to active service at the end of any leave of absence or extension thereof shall be deemed a voluntary termination of employment.

D. If a Flight Attendant must appear in court for reasons not work or duty related, she/he will be granted unpaid leave in order to appear in court upon submission of appropriate documentation prior to the appearance date.