Know Your Occupational Benefits

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

Sedgwick will investigate all claims to ensure the injury/illness is work related. When completing your report include how your work caused the injury, if applicable. For example, "while reaching for a tray in the cart, I felt a sharp pull in my back" not merely "during the flight I felt a pull in my back." Layover injuries are covered as long as you are doing something that someone would reasonably do while on business, i.e. slipping in the bathtub, tripping while walking to a restaurant, etc. If in doubt file a <u>claim.</u> 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. You are <u>not required</u> to answer questions about your medical condition. Your treating doctor and her/his staff do not have to fill out questionnaires sent by GENEX or Sedgwick. Be brief and concise when providing any medical information.

Medical Records Release Form

You must allow the release of medical records but only of those associated with the injury/illness. Sedgwick will send a medical records release form for you to sign. **Do not sign this form.** AFA has written an amended medical release form that you should use, which is included in this packet. If you have signed the Sedgwick release form, sign the AFA form and FAX/mail it to Sedgwick. Inform any care provider (and FAX the AFA Medical Records Release form to them) who has treated you that you have signed another form that should be honored.

Medical Bills

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

For payment in <u>International Locations</u>: Some facilities in countries outside the United States will not provide treatment unless payment is made in advance. If you are have problems with medical treatment payments outsides of the United States, contact the domicile 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 - <u>Barry Jenkins@united.com</u>.

Section 13.F. – Workers' Compensation

1. If a Flight Attendant has requested payment for an occupational injury or illness in accordance with this Section, and it has been determined that the Flight Attendant is entitled to Workers' Compensations Benefits, the Company shall provide such benefits in accordance with the applicable state law and regulations

2. The Company shall not contest Workers' Compensation jurisdiction in the State of Illinois for any Flight Attendant who is entitled to file a Workers' Compensation claim in the State of Illinois, including but not limited to, all Flight Attendants whose contracts of hire were made in Illinois

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

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

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

A. Sick and Occupational Injury Bank Accrual

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

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

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

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

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

Section 13.D.10. – Occupational Injury Pay

10. Occupational Injury Pay

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

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

c. Flight Attendants who are receiving Workers' Compensation benefits shall be provided with detailed statements showing both the temporary total disability payments and the reimbursement payments of all related out-0f-pocket medical expenses.

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

Temporary Total Disability Pay (TTD) from Sedgwick

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

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

<u>Tax Liability</u>

The TTD checks that you receive from Sedgwick are not taxable for Federal, State, or FICA taxes. Since you will receive the TTD directly, there will be no tax refund except under very limited circumstances. After the initial 6 months of disability, you should have no Social Security withheld out of any payments, including sick leave payments used to supplement TTD payments from your sick leave bank.

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

- The Family and Medical Leave Act (FMLA) was enacted by Congress to allow employees time off for their own medical needs or care of a family member without worrying about losing their jobs. On December 9, 2009, the Airline Flight Crew Technical Correction Act was signed into law. This Act amended a portion of the Family and Medical Leave Act and established special hours of eligibility for airline Flight Attendants and Flight Crew members. In addition to these Acts, United has a Family and Medical Leave policy which mirrors the acts.
- If you have flown 504 hours in the prior 12 months, the occupational absence may qualify as FML. No points will be assessed for the time away from work. If the illness or injury does not qualify as FML as you do not meet the eligibility requirements, you will be assessed 2 points. Under special circumstances you may have the option to have points removed, if the injury was uncontrollable, (i.e. unforecast turbulence, etc.). If your absence because of illness/injury is less than 6 days, and you have a physicians note, the points will be reduced to 1.5. An occupational absence should never be used as the triggering incident for discipline. Call your Local AFA Office for more information on the use of FMLA.

Personal Drop (PD)/ (WOP) 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/WOP), consider removing them until you return to active status. These requests will be granted, and could lead to complications with your Occupational benefit payments and Leave Status.

• For example, once you have been placed on a different Leave of Absence, you will not be allowed to transfer back to occupational status without one day of active status.

Section 12.C.8. - Vacation during Occupational Leave

If your vacation falls within your Occupational (sick leave or leave of absence), you will have the option to be paid for your vacation, or you may defer your vacation until your return to Active status. Once you return to Active status, you may bid your vacation thru the contractual trading process. If you choose to be paid for your vacation during your Occupational, it will be paid in addition to your TTD payments from Sedgwick. Contact the Employee Service Center (ESC) if you choose to defer your vacation.

If you are on Occupational sick leave or LOA status during the annual vacation bid period, <u>you must bid for a vacation for the following year, or you will be</u> <u>assigned one; bid as if you are an active Flight Attendant.</u>

Using Sick Leave or Medical Leave of Absence

We suggest that you utilize the Pay Option Acknowledgement letter from the Company's Workers' Compensation Guide or Flying Together>Employee Services>Help Hub>search 'Pay Option'. Section 13.D.6. (as shown above) provides pay options of either bid line projection, 100 hours or 71 hours. The optional 100 or 71 do not take effect until your first full month that you are out on occupational leave. Each option has its own benefits depending on your individual circumstances.

- The 100 hour option provides for higher income protection (provided you have ample hours in either your occupational or personal sick leave bank); it also provides higher paid hours towards the 120 hour quarterly requirement for vacation and sick leave accrual.
- The 71 hour option allows you to remain on active status longer before starting a leave of absence. However, if you are a high time flyer this option may cause you to be placed on a leave of absence if you are not utilizing your sick leave bank.

Once you exhaust your sick leave bank, you will be placed on an Occupational (Medical) Leave of Absence. You may stay on a Medical LOA for 3 years. If you cannot return to work after 3 years, you will either be terminated or retired if you qualify.

Contacting a Worker's Compensation Attorney

If you have problems, your first recourse is to speak with the administrative supervisor 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.

Buying Back Sick leave /Overpayments

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

The only time you may have to buy back your sick leave hours would be if your claim is not immediately accepted. You will be placed on sick leave until it is accepted. Once your claim is accepted, and if you are off of work for 14 days or more on account of your injury illness, your TTD checks should be paid directly to you and retroactive to date of injury. As you will initially be paid from your sick leave bank during the investigation period, and then paid retroactive to 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 insure that the hours have been properly credited to your bank.

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

Resignation with a Settlement – Before Retirement

There are many components that must be weighed when deciding when to take a lump sum settlement that requires resignation. The first is the benefits of the 3 year medical leave of absence. During this time the Flight Attendant is entitled to medical, dental and life insurance benefits with the premium at the active employee level. In addition, the Flight Attendant is accruing seniority and is entitled to limited pass benefits. During this time the Flight Attendant may attempt to return to work an unlimited number of times under the medical arbitration section of the contract. All of this must be weighed against the amount of the settlement. The cost of medical insurance alone may indicate that this settlement may not be in the best interest of the Flight Attendant. The individual must divide the amount of the settlement by the cost of insurance to determine the amount it will cost the Flight Attendant to resign. The issue of pre-existing condition must also be considered. If medical insurance can be bought, it may exclude the very condition that caused the issue. All of the costs must be considered before accepting a lump sum settlement with resignation. A point that should always be considered is that the Company is obligated to pay a settlement based upon the disability rating. There is no legal requirement of resignation or retirement to receive these benefits.

Resignation with a Settlement – After Qualifying for Retirement

This is a settlement that should probably never be considered. If a Flight Attendant has already gualified for retirement or will reach retirement age before the 3 year medical leave of absence has expired, they should weigh VERY CAREFULLY the settlement offer and/or counter the settlement offer with retirement instead of resignation. If the Flight Attendant resigns before she/he qualifies for retirement or resigns instead of retiring, they will lose not only the possible medical benefits but also possible pension and retiree pass benefits. Each one of these benefits must be valued against the amount of the settlement. If the Flight Attendant gualifies for retirement or will within the 3 year medical leave of absence, then the lump sum settlement must equal more than the value of the pension benefits, medical, dental and life insurance benefits and the value of the unlimited pass benefits. More than likely, the Company will offer the settlement with the requirement that the Flight Attendant retires if she/he qualifies. That should be done only if the Flight Attendant wants to retire and there is no possibility that they will return before the medical leave of absence expires. Again, there is no legal requirement that the Flight Attendant either retire or resign in order to receive permanent partial disability benefits (which is what a settlement represents).

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

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

Section 29.H.3.

3. <u>Benefit Amount</u>: The Plan will pay a monthly benefit based on One of the following elections made by the Flight Attendant:

- a. 120-day waiting period, 60% benefit
- b. 180-day waiting period, 50% benefit;
- c. 180 day waiting period, 60% benefit; or
- d. 270 day waiting period, 50% benefit;

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

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

For occupational disabilities, the LTD claim should be filed concurrently with your Worker's Compensation claim.

The LTD filing process is now an online function, and can be found on Flying Together. Contact Securian at 1-866-887-1043 (Prudential effective 2019) for information.

Return to Work/Medical Arbitration

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



Section 12 Examination (Formerly Independent Medical Examination)

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

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

After Section 12 - Independent Medical Exam Guidelines

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

Returning to Work (RTW)

Once you have been released by your treating physician to RTW, you will need to FAX your **ESF** from to the **ESC** (847-700-9533). Your treating physician should be specific with your RTW date. Follow up with the Employee Service Center (**ESC**) with a phone call to ensure that it was received. 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 Report Check (CHRC), schedule and necessary trainings.

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

The CAUSE Foundation

If you find yourself in a financial bind because of problems with your occupational claim, there are programs that can assist you. The *CAUSE* Foundation was established by United Flight Attendants for United Flight Attendants to help if there are financial problems. Call your Local AFA 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 3 months of any leave status, including **voluntary furlough**, and **Occupational LOA's**. Flight Attendants should contact the AFA International Office with any questions about payment methods. <u>If you would like to pay your dues beyond the required first three months to remain an active Member to vote</u>, please contact the AFA International Office Membership Department at 1-800-424-2401, ext 707 to receive the the form for monthly deductions taken out of your checking account. You will also need to ask the Membership Department where you should fax or send a written and signed statement stating that you would like to "leave and remain active". If you choose not to pay additional dues on a monthly basis, should there be an AFA issue that becomes available for membership vote, you may also bring yourself "dues current" prior to the voting deadline in order to be eligible to participate.



Procedures to Follow if Problems Arise

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

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

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

- For Pay issues, restoration of sick leave, and Vacation Pay: Crew Pay
- Employee Service Center Operations Manager Carlos Rivera 847-700-3296 email: Carlos.RiveraTorres@united.com
- Base Administration Supervisor
- Base Manager
- UAL Senior W/C Staff Representative (specific for problems with Sedgwick)

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

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

****Contractual issues** are those provided for by the Flight Attendant Contract (JCBA), 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**.