

## PURPOSE

To provide for authorized leave under the Family Medical Leave Act ("FMLA") in accordance with federal law that allows eligible employees to balance their work and family lives by taking time away from work for certain qualifying reasons.

## POLICY

US Airways will provide job-protected leave for eligible employees for up to a total of twelve (12) work weeks in a twelve (12) month rolling backward period (measured backward from the date an employee uses any Family Medical Leave (FML) for the following qualifying reasons: to attend the birth of a son or daughter; to care for a newborn after birth; to care for a child after placement with the employee for adoption or foster care; to care for a qualifying spouse, son or daughter, or parent who has a serious health condition; absence due to a serious health condition that makes the employee unable to perform his or her job. US Airways will also provide up to twelve (12) work weeks of job-protected leave to eligible employees with a covered military member serving in the National Guard or Reserves. This entitlement helps families of members of the reserve components of the Armed Forces manage their affairs while the member is on active duty in support of a contingency operation. This entitlement does not apply to Active Duty members of the Armed Forces. Additionally, Military Caregiver Leave provides for up to twenty-six (26) work weeks of job-protected leave to care for a covered service member, including the National Guard or Reserves, with a serious illness or injury incurred in the line of duty. In addition to spouse, child, or parent, this leave will also cover the employee if they are the Next of Kin. Next of Kin for the purposes of FML is defined as nearest blood relative, other than the covered service member's spouse, parent, son, or daughter. These two new Military Leave entitlements are not in addition to the standard twelve (12) weeks of FML. An employee approved for FML is entitled to receive continued health insurance coverage under the same terms and conditions as if the employee had continued to work.

## QUALIFYING REASONS FOR FAMILY MEDICAL LEAVE (FML)

- To attend the birth of a son or daughter;
- To care for a newborn after birth (bonding);
- To care for a child after placement with the employee for adoption or foster care (bonding);
- To care for a qualifying spouse, son or daughter, or parent who has a serious health condition;
- Absence due to a serious health condition that makes the employee unable to perform his or her job;
- To care for a covered service member recovering from a serious illness or injury (spouse, child, or next of kin);
- Absence required because of any qualifying exigency when a spouse, child, or parent of the employee has been called to or is on active duty in the reserve components of the US Armed Forces in support of a contingency operation.

## SERIOUS HEALTH CONDITIONS

A "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:

Hospital Care – Inpatient Care – (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (inability to work or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom).

Absence Plus Treatment – A period of incapacity (defined for our purposes to mean the inability to work as scheduled) of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves:

- a. Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition (two or more times) by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist under orders of, or on referral by, a health care provider). Treatment does not include routine physical examinations, eye examinations, or dental examinations.

- b. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment; for example, a course of prescription medication (e.g., an antibiotic or therapy requiring special equipment to resolve or alleviate the health condition). A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider under the supervision of the health care provider.

Pregnancy – Any period of incapacity due to pregnancy or for prenatal care.

Chronic Conditions Requiring Treatments:

- a. Requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider.
- b. Continues over an extended period of time (including recurring episodes of a single underlying condition).
- c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

Permanent/Long-term Conditions Requiring Supervision – A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or terminal stages of a disease.

Multiple Treatments (Non-Chronic Conditions) – Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of or on referral by a health care provider, either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

**BONDING LEAVE**

If the employee is eligible for FML, they may be eligible for "Bonding Leave." This is to care for a newborn child after birth or placement after adoption or foster care and must be taken within the first twelve (12) months of the birth or placement of the child. This leave may only be used in one (1) block of time, not on an intermittent basis. Extensions are not permitted for Bonding Leave.

**ELIGIBILITY**

An eligible employee is an active employee of US Airways who works in a location in the United States, or in any territory or possession of the United States, and who has been employed by the Company for a twelve (12) month period (need not be consecutive months), and who has met the required number of service hours worked during the twelve (12) month period immediately preceding the commencement of the leave. The required number of service hours is 1,250. Flight Attendants and Flight Crew – See specifics in Flight Attendant or Flight Crew sections at the end of this document.

The employee must work in a location that has 50 or more employees employed at or within 75 miles of the employee's worksite to be eligible for FML.

A husband and wife who are eligible for FML and are both employed by US Airways may be limited to a combined total of twelve (12) weeks of leave during any 12-month period if the leave is taken for:

1. Birth of the employee's child or to care for the child after birth
2. For placement of a child with the employee for adoption or foster care or to care for the child after placement

When husband and wife both use a portion of the total twelve (12) week entitlement for any of the three qualifying reasons above, the husband and wife would each be entitled to the difference between the amounts he or she has taken individually as twelve (12) weeks.

The employee shall be notified of eligibility within five (5) business days of the request for FML.

If the employee is not eligible for FML, they may be qualified for other types of leave including some State-specific leaves. See your Manager or Leave Administrator with any questions.

## EMPLOYEE NOTICE REQUIREMENT

Where the need for FML is foreseeable, the employee is required to give 30 calendar days notice of the need for leave.

Where the need for leave was not foreseeable and the employee believes that the reason for a preceding absence may be FML-qualifying, the employee must complete a FML Request Form and request FML paperwork within four (4) calendar days of that preceding absence. US Airways will recode absences up to four (4) calendar days in arrears from the date FML paperwork was requested. Under certain circumstances, a Manager may invoke the use of FML to account for an employee's time away from work.

When the use of intermittent FML is not foreseeable, an employee must provide notice to the employer. It generally should be practicable for the employee to provide notice of leave that is unforeseeable within the time prescribed by the employer's usual and customary notice requirements (call in procedures for sick, late, etc., based on his/her department's requirements).

## MEDICAL DOCUMENTATION

Completion and approval of the appropriate US Airways' Health Care Provider Form or medical documentation is required to verify that the circumstances of the requested time away from work meet the requirements for FML. While the Family Medical Leave Act (FMLA) does not require a specific form, the Company has created a form for your convenience to help make the process easier. If this form is utilized, it should provide all of the necessary information to process the request for leave. Please see your Manager or Leave Administrator for this form.

The information provided by a health care provider must be complete, legible, unambiguous and, absent unexpected and/or unusual circumstances, the original of the form must be received by the deadline.

The health care provider of the employee or the employee's seriously ill family member must complete and sign the designated portions of the certification form. An individual who meets the definition of "health care provider" under the Federal Family Medical Leave Act must be the person completing the specified portions of the certification form.

If a complete, legible, and unambiguous certification or appropriate medical documentation is not returned by the deadline, the FML request may be delayed or, where appropriate, denied. If the absence for which FML is being requested has already occurred and a complete, legible, and unambiguous certification or medical documentation is not provided in a timely manner, the FML request may be denied and an employee may be subject to appropriate discipline for attendance.

If the patient has more than one Serious Health Condition (SHC), a separate Health Care Provider Form/Medical Certification for each Serious Health Condition is required.

## DEADLINE FOR SUBMITTING ORIGINAL MEDICAL CERTIFICATION

In general, the due date for an employee to submit a medical certification that supports the reason for the FML request is **15 calendar days** from the date the employee makes the request.

## INTERMITTENT LEAVE

The health care provider will be supplying the probable frequency and duration of the serious health condition which may prevent the employee from working. Absences outside the frequency and/or duration may require the employee to recertify if the overages are to be coded FML. The employee may choose not to recertify and the overages will be coded sick.

For employees requesting to take FML on an intermittent basis, there must be a medical need for the leave and it must be that such medical need can be best accommodated through an intermittent schedule. Employees approved to take intermittent FML must attempt to schedule their leave so as not to disrupt the needs of the operation or the leave request may be delayed or denied.

Where available, the Company may assign an employee who is approved to take intermittent FML to an alternative assignment (with equivalent pay and benefits) that better accommodates the employee's intermittent schedule. This decision may be based on specifics of any applicable Collective Bargaining Agreement.

## BLOCK LEAVE

While out on Block Leave, the Company may request updated medical information. These updates will be in the form of a new Health Care Provider Form.

## REDUCED SCHEDULE LEAVE

Leave that reduces regular hours per workday or workweek for purposes of the employee's or the immediate family member's serious health condition. The Company may require a temporary transfer to an alternate position to better accommodate business needs.

**ADDITIONAL INFORMATION NEEDED**

If the information on the certification or medical documentation that an employee submits is determined by US Airways to be incomplete, illegible, and/or ambiguous, the employee may be allowed one opportunity to resubmit the certification form with all deficiencies corrected within ten (10) calendar days from the date the Manager or Leave Administrator returns the form to the employee. Failure to correct the deficiencies within the time noted may result in the request for FML being delayed or denied. The Manager or Leave Administrator will provide specifics to which items from the Health Care Provider form or the Medical Certification form are insufficient. The employee will be responsible for getting this information from the treating Health Care Provider and submitting it back within the time limitations.

**RE-CERTIFICATION**

The employee may be asked to recertify the need for FML at any reasonable interval, but not more than every thirty (30) days, unless circumstances described by the previous Health Care Provider Form have changed (e.g., the duration or frequency of absences, the severity of the condition, complications) or the employer receives information that casts doubt upon the employee's stated reason for the absence.

**MEDICAL CLARIFICATION AND AUTHENTICITY**

In some cases where the information provided on the Health Care Provider form or appropriate medical documentation is not adequate, requires clarification or authentication, a health care provider or human resource professional representing US Airways may require clarification and/or authentication of the medical documentation. If medical clarification is requested, a medical release will be required.

**SECOND OR THIRD OPINION**

Where the Company is unable to determine if the event qualifies as FML, US Airways may require that the employee or qualifying family member take part in a second opinion at US Airways' expense. US Airways is permitted to designate the health care provider to furnish a second opinion. Where the opinions of the employee's or qualifying family member's health care provider and US Airways' designated health care provider differ, US Airways may require a third medical opinion, again at US Airways' expense. A third health care provider, if required by US Airways, will be approved jointly by US Airways and the employee or qualifying family member and the opinion of this health care provider will be considered final and binding.

**BENEFITS****COMPENSATION DURING LEAVE**

FML and Medical Leave of Absence (MLOA) are unpaid leaves of absence. Based upon the Company's existing leave procedures, the receipt of accrued sick pay, vacation pay, or holiday pay while on a leave of absence may be required or allowed. See your specific CBA for details on types of pay for which you may be eligible while on an FML or MLOA leave of absence.

**BENEFIT COVERAGE DURING LEAVE**

For the duration of the FML and for certain periods of time while on MLOA (that vary with each specific CBA and company policy for non-contract employees), an employee is eligible to continue coverage under any "group health plan" (including medical, dental, and vision plans) provided that the employee continues to make payments on the employee-pay portion of the premium in a timely manner. Employee payments will be billed and paid to Conexis – a third party billing administrator that the Company uses. If you have any questions regarding your premium billing, contact Conexis directly at 877-722-2667.

If the employee commences a leave of absence due to a personal disability and is covered under a Short Term Disability (STD) or Long Term Disability (LTD) plan, the employee can file a disability benefit claim by contacting Prudential Insurance at 1-800-842-1718.

Click on the following link for workgroup-specific Disability Plans.

[http://wings.usairways.com/uswings/benefits/benefit\\_plan\\_overviews](http://wings.usairways.com/uswings/benefits/benefit_plan_overviews).

**TRAVEL**

Employee travel privileges while on any type of leave may be affected. See specific Collective Bargaining Agreement or contact the US Airways Employee Travel Services office to confirm benefits for yourself and eligible family members. US Airways Employee Travel Services may be reached by dialing 480-693-8717, or e-mail at [Employee.Travel@usairways.com](mailto:Employee.Travel@usairways.com).

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**AVAILABLE HOURS AND EXPIRATION OF LEAVE**

US Airways will provide the employee with the start and end dates if the requested leave is approved. Additionally, US Airways will provide the employee with the current number of available hours for the approved leave. If the employee is approved for more than one leave under FML, all time will be applied towards the twelve (12) or twenty-six (26) work weeks in a rolling 12-month period.

The employee's collective bargaining agreements are in effect for hours/days not covered under the approved FML(s). Any absences not approved thru FML are subject to the applicable attendance policy or collective bargaining agreement.

**PROCEDURE TO REQUEST FML**

An employee who wishes to request time away from work for a FML qualifying reason must contact their department Manager or Leave Administrator for instructions on obtaining the necessary forms.

Information is also available in Wings in the Absence Management section under Human Resources.

**RETURN TO WORK****EQUIVALENT POSITION, PAY**

An employee who returns from FML will be allowed to return to the same position he or she held when the leave commenced or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if he or she had been continuously employed during the FML period. For example, a layoff while an employee is on FML will be applied to the employee as if he or she had not taken the FML.

In order to remain in compliance with varying regulations, the employee may be required to take a drug test to support his/her ability to return to work.

When an employee is returned to work without restrictions, but with restricted hours, any scheduled hours that are not worked will be deducted from your available FML allotment.

**FITNESS-FOR-DUTY CERTIFICATE**

Employees in certain positions and/or employees who have taken FML for certain serious health conditions may be required to submit for approval a certificate of fitness for duty from the employee's health care provider

before being allowed to return to work from FML.

The employee may be required to complete a return-to-work drug test. Refer to the CBA for details.

**ABILITY TO PERFORM ESSENTIAL JOB FUNCTIONS**

If an employee is unable to perform one or more essential functions of his or her position because of a physical or mental condition (including the continuation of a serious health condition for which he or she was taking FML), with or without reasonable accommodation, the employee has no right to restoration to that or any other position under the FMLA. For information about reasonable accommodations, see US Airways' Employment Accommodations: Accommodation Assessment Policy at [http://wings.usairways.com/uswings/human\\_resources](http://wings.usairways.com/uswings/human_resources).

**EMPLOYMENT OUTSIDE OF US AIRWAYS**

Outside employment while on leave of absence must be approved by your Manager and Human Resources. Failure to get approval may result in the termination of the approved leave as well as discipline up to and including termination.

**LEAVE PAY**

Family Medical Leave may be paid out of accrued sick time as well as accrued vacation time in accordance with US Airways policy and/or your applicable Collective Bargaining Agreement. If these accruals become exhausted or employee chooses not to use them per employee's Collective Bargaining Agreement, if applicable, FML will be unpaid. Upon return from FML, most employees must be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms.

**FML DEFINITIONS**

**Active employee** – an employee who is on payroll, working and/or scheduled to work.

**Authentication** – verification that the indicated HCP completed the paperwork.

**Certification** – required documentation that must contain complete, legible, and unambiguous information that supports the reason for FML. US Airways recommends this certification be done on a Health Care Provider form or medical documentation.

**Child** – a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing *in loco parentis* who is either under age 18 or age 18 or older and incapable of self-care because of a mental or

physical disability (as defined by the Americans with Disabilities Act).

**Clarification** – questions asked when additional information is required for the “serious health condition.”

**Domestic Partnership** – Domestic Partnership benefits are not allowed under the FMLA or this policy. However, certain states may allow similar leaves for domestic partnership relationships. Employee should see their Manager, Leave Administrator, or Human Resources Manager with any questions.

**FML** – time away from work that meets the eligibility, certification, and approval requirements of US Airways’ FML Policy.

**Foreseeable Leave** – where the employee has knowledge of the need for leave and an approximate date when the need for leave will begin in advance of the leave start date.

**Health Care Provider** – Doctor of medicine or osteopathy, Podiatrist, Dentist, Clinical psychologist, Optometrist, Chiropractor, Nurse practitioner, Nurse midwife, Clinical social worker, Christian Science practitioner, any health care provider recognized by the employer’s group health plan.

**Incapacity** – means the inability to work, attend school, or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

**Intermittent Leave** – FML leave taken in separate days of time due to a single qualifying reason.

**In Loco Parentis** – “in the place of a parent; instead of a parent; charged, factitiously, with a parent’s rights, duties, and responsibilities.” Any eligible employee stating *loco parentis* status may be requested to provide documentation of such relationship.

**Next of Kin** – (Used for Military Caregiver Leave) The nearest blood relative other than the covered service member’s spouse, parent, son, or daughter.

**Parent** – a biological parent or an individual who stands or stood *in loco parentis* to an employee when the employee was a child (see definition of “child” above); does not include parents “in law.”

**Serious Health Condition** – an illness, injury, impairment, or physical or mental condition that meets the criteria set forth in the FMLA and relevant federal regulations and that involves a period of incapacity.

**Spouse** – an individual who is a husband or wife pursuant to a marriage that is a legal union between one man and one woman including common law marriage between one man and one woman in states where it is recognized.

## **SPECIFIC COLLECTIVE BARGAINING AGREEMENT FML INFORMATION BY WORKGROUP**

### **PASSENGER SERVICE EMPLOYEES (IBT-CWA)**

- Must exhaust all paid leave, including accrued sick and vacation, prior to being placed on an unpaid leave status.
- Sick time may only be used for Self, not Caregiver leave.
- Family Medical Leave and Medical Leave of Absence (MLOA) may run concurrently.
- Contractual Adoption/Maternity Leave may be for up to eight (8) weeks (plus any additional period required by local adoption laws).
  1. Commences the date the employee takes custody of the child.
  2. Maternity Leave commences the date the child is born.
  3. Maternity/Adoption Leave may run concurrently with Family Medical Leave (FML).

### **MECHANICS AND RELATED**

- Must exhaust all paid leave, including accrued sick and vacation, prior to being placed on an unpaid leave status.

### **FLEET SERVICE EMPLOYEES**

- Adoption Leave
- Must exhaust all paid leave, including accrued sick and vacation, prior to being placed on an unpaid leave status.

**EAST PILOTS**

- With respect to the provisions of FML regarding hours of employment in the twelve (12) month period preceding the requested leave, twelve hundred and fifty (1250) credited hours earned by a Pilot in such twelve (12) month period shall equate to the minimum hours of employment required by FML to determine eligibility of the Pilot.

**WEST PILOTS**

- With respect to the provisions of FML regarding hours of employment in the twelve (12) month period preceding the requested leave, six hundred twenty five (625) credited hours earned by a Pilot in such twelve (12) month period shall equate to the minimum hours of employment required by FML to determine eligibility of the Pilot.
- May use sick and vacation time.

**WEST FLIGHT ATTENDANTS**

**FML** – This type of leave requires that a Flight Attendant work at least six hundred twenty five (625) credited hours for FML in the previous twelve (12) months and be employed for at least twelve (12) months with the Company. If you meet these requirements, you have a total of twelve (12) weeks of job-protected time to use in a rolling calendar year. This leave can be used for your qualifying medical condition or that of a covered family member's condition. A qualifying family member is defined as a spouse, a minor child, or a parent who has a serious health condition and the Flight Attendant is the primary caregiver. FML can be used for a block leave of time or intermittently for a recurring condition provided it meets eligibility as defined by the regulations. For contractual specifics, please refer to your Collective Bargaining Agreement.

**EAST FLIGHT ATTENDANTS**

**FML/PCL** – This type of medical leave requires that a Flight Attendant work at least twelve hundred fifty (1250) credited hours for FML and four hundred fifty (450) for PCL in the previous year and be employed for at least one (1) year with the Company. If you meet these requirements, you have a total of twelve (12) weeks of job-protected time to use in a rolling calendar year. This leave can be used for your medical condition or that of a qualified family member.

A FML qualifying family member is defined as a spouse, a minor child, or a parent who has a serious health condition and the Flight Attendant is the primary caregiver. FML can be used for a block leave of time or intermittently for a recurring condition provided it meets eligibility as defined by the regulations.

A PCL qualifying family member is defined as a spouse, domestic partner, a minor child, or a parent who has a serious health condition and the Flight Attendant is the primary caregiver. PCL can be used for a block leave of time or intermittently for a recurring condition.

For contractual specifics, please refer to your Collective Bargaining Agreement.

**ACKNOWLEDGEMENT**

Employees requesting Family Medical Leave (FML) acknowledge that the information provided is accurate and true; that he or she will notify the Company of any changes in the information or circumstances of the FML; that he or she understands that the Company shall review suspected cases of falsification of documents, fraudulent information for the purpose of obtaining FML, or other abuses of FML. All of these may be considered grounds for disciplinary action up to and including termination.

**DISCLAIMER**

This policy is provided for informational purposes only, and does not form a contract or purport to give legal advice. The information in this policy may, but does not necessarily, describe related practices and procedures which may impose additional requirements or limitations. Nothing contained in this policy is intended to create or imply a contract for employment or provide any employment benefit. US Airways reserves the right to change, suspend, or eliminate any or all matters contained in this policy at any time and without prior notice. The Company retains the sole discretion to interpret the provisions of this policy and to depart from those provisions if the Company determines that such action is warranted.