

SECTION 14

SICK LEAVE

A. General

1. The purpose of sick leave is to protect a pilot from loss of pay, to the extent of his sick leave accrual, when the pilot is unable to perform his assigned duties because of injury, physical or mental illness, or trip fatigue as provided in Section 12.A.9., Section 12.C.5. b.ii., and Section 12.D.6.c.
2. A pilot may review his regular and disability sick account balances in VIPS or other Company computer systems. A pilot shall continue to accrue seniority and longevity while on sick leave.
3. A furloughed pilot shall retain his regular and disability sick accounts as follows:
 - a. If a pilot is on furlough on the last day of the calendar year, the balance of his regular sick account, if any, shall be transferred to his disability sick account or to the surplus program, as applicable in accordance with Section 14.D. and 14.E. (below).
 - b. If a pilot recalled from furlough was not in an active pay status on the first day of the calendar year, he shall be credited with a pro rata portion of his annual sick leave accrual.
4. If, having exhausted his occupational injury/illness leave, a pilot receives workers' compensation payments and sick leave pay at the same time, he may use only enough sick leave so that the workers' compensation payments plus the sick leave pay equals 100 percent of his BLG/RLG.
5. A pilot who has been removed from a scheduled event and placed on sick leave shall not perform any flight duty during the time that the original event was scheduled to take place, except as follows:
 - a. by calling CRS directly, the pilot may elect to be placed back on his original event if it has not been reassigned at the time of his "well call"; or
 - b. after calling in "well," in VIPS, the pilot may elect to submit for a different event as MUS, if that event has a showtime:
 - i. outside the footprint of the original event, or
 - ii. at least 48 hours after the showtime of the original event.
6. The Company may require a pilot to provide the System Chief Pilot's designee with a written statement from the pilot's physician explaining his inability to perform his assigned duties because of illness or injury if:
 - a. The Company has a good faith, and objective reason to question a pilot's use or attempted use of sick leave; or
 - b. The pilot's absence from duty occurred within 24 hours of the beginning or end of the pilot's vacation period or a "holiday." As used herein, "holiday" means Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas, New Year's Eve or New Year's Day. For purposes of this provision, the "vacation period" is the period originally awarded, unless the period is slid and/or extended, in which case the slid and/or extended dates become the "vacation period."
 - c. The pilot has requested to utilize his disability sick account in accordance with Section 14.D.2.a.
7. A pilot may elect to use vacation CH to delay or avoid going on disability. Failure to exercise this election is a factor that may result in forfeiture of CH from his vacation bank pursuant to Section 7.G.6. (40% limitation on vacation buy back).

B. Use of Sick Leave

1. If a pilot has no credit in his regular or disability sick accounts, and would otherwise be in sick leave status, he shall be removed from his trips while he is sick and placed on medical leave of absence (without pay). If a pilot has an injury/illness that qualifies for LTD, he will receive disability benefits in accordance with Section 27.

2. Illness or Injury Notification Requirements

A pilot who becomes ill or injured shall promptly notify the Company via VIPS of his unavailability for assigned duties.

- a. After notification of his illness or injury a pilot shall be placed on sick leave.
- b. Pilots Not on Reserve
 - i. At 0700 LBT each day, any trip with 120 hours TAFB or more, with a showtime during the next two local base days that is assigned to a pilot who is on sick leave shall be available in open time for Bid Line Adjustments as provided in Section 25.L. At 1020 LBT, such trips shall become available for assignment by CRS.
 - ii. At 0700 LBT each day, any trip with less than 120 hours TAFB, with a showtime during the next local base day that is assigned to a pilot who is on sick leave shall be available in open time for Bid Line Adjustments as provided in Section 25.L. At 1020 LBT, such trips shall become available for assignment by CRS, with the exception of trips with a showtime prior to 1800 LBT that same day, which shall become available for assignment by CRS at 0920 LBT.
- c. Reserve Pilots

The following shall apply to a reserve pilot who calls in sick for an R-day(s) or a reserve assignment:

- i. A pilot holding a line comprised entirely of R-days or holding a mini-RLG consisting of a block(s) of R-days and who is sick for all such R-days shall be compensated his RLG/mini-RLG and shall have his sick leave reduced by such RLG/mini-RLG.
- ii. A reserve pilot who has been given a reserve assignment(s) prior to calling in sick shall be removed from that assignment(s) commencing at 0900 LBT on the day prior to showtime for that assignment(s) or at the time of the sick call, whichever is later.
- iii. A reserve pilot on sick leave shall be assigned open time as if he were not on sick leave (Section 25.G.3. Open Time Assignment and Section 25.M.6. Reserve Assignment Options). A reserve pilot will maintain his leveling position on the reserve list, and the scheduled credit hours for any trips he is assigned and removed as sick will be credited toward his RLG/mini-RLG and deducted from his sick bank. Commencing at 0900 LBT each day, a reserve pilot with an assignment(s) having a showtime during the next day shall be removed for sick leave and such assignment shall be available for open time assignment by CRS.

3. Well Call

A pilot who is no longer ill or injured shall promptly notify the Company via VIPS, consistent with other provisions of this Agreement (e.g., medical clearance if required, Section 15 process if applicable). Except as provided by Section 12.A.9., Section 12.C.5.b.ii., and Section 12.D.6.c., a pilot shall remain in sick leave status until he notifies the Company via VIPS of his ability to return to flight status and, if applicable, is released by the Company aeromedical advisor to return to duty. If the pilot so elects, in accordance with Section 14.A.5.a., then he shall be given his original assignment(s) if it has not been reassigned to another pilot.

4. Ill or Injured During a Trip

A pilot who becomes ill or injured away from base during a trip shall earn trip guarantee for the entire trip plus actual accumulated overage, if any. He shall be charged sick leave, commencing with the next showtime following his sick call and ending at the showtime for the next duty period he operates during that trip, if any, for the remaining value of his trip. A pilot who becomes ill or injured while away from his base on Company duty shall be provided with proper medical attention, including hospitalization, when required. The Company shall provide transportation, when the pilot is able to travel, back to his base, or at the pilot's option, to his residence provided that the travel cost is limited to the travel cost of returning to base. A pilot whose placement on sick leave causes him to return to base later than scheduled shall not accrue additional CH for that late return.

5. Sick Leave Pay and Account Deductions

If a pilot is removed from an assigned activity due to sick leave, the following shall apply:

a. Pilots Not On Reserve (who hold trip guarantee)

If a pilot is removed from a trip, or portion thereof, for which he holds trip guarantee, he shall be compensated, and his sick leave account(s) shall be reduced by the scheduled credit hours for that trip.

b. Pilots On Reserve

- i. If a pilot is removed from a reserve assignment due to sick leave, the scheduled CH for the assignment shall be credited toward RLG and leveling and shall be charged to his sick leave account.
- ii. The CH value of an assignment (or portion thereof) shall not be charged to sick leave if it would cause the pilot to exceed RLG.
- iii. Upon his return to flight status, a reserve pilot may be given an assignment(s) for which he is eligible provided that assignment does not begin prior to the scheduled termination of the last activity charged to sick leave. No legality conflict shall be considered to take place between the last reserve trip charged to sick leave and a subsequent assignment.
- c. If a pilot assigned as MUS, MUV, CMU, VLT or DRF is removed from a trip prior to block out due to sick leave, he shall not earn any credit hours for that trip and no deduction shall be made from his sick leave account.
- d. If a pilot assigned a reassignment trip (RAT) is removed from a trip prior to block out due to sick leave, he shall be compensated the trip guarantee of the reassignment trip at 100% of his normal pay rate and his sick leave bank shall be charged accordingly.
- e. If a pilot assigned a PDO trip is unable to operate that trip due to illness or injury, the scheduled trip guarantee shall be deducted from his sick leave account.
- f. The sick leave account of a pilot scheduled for recurrent training shall be charged for all hours of pay received (as applicable in Section 4.I.4., Recurrent Training Pay), but not worked as a result of sick leave.
- g. If a pilot, having commenced initial, transition or upgrade training, is unable to attend that training due to sick leave, he shall be compensated as provided in Section 4.I.5., and his sick leave account(s) shall be reduced by 3 CH for each day sick on a scheduled event, not to exceed his BLG/RLG.
- h. If a pilot shows for a base standby assignment, but is unable to complete that assignment due to sick leave, he shall be compensated the CH he would have earned had he completed that standby and his sick leave account shall be reduced by the same amount.
- i. If a pilot eligible for substitution is placed on sick leave, the following shall apply:
 - i. If he is removed from a substitution trip(s), the SCH for that trip shall be credited toward his original trip guarantee and deducted from his sick leave account.
 - ii. If he is removed from a base standby assignment, 6 CH shall be credited toward his original trip guarantee and deducted from his sick leave account(s).
 - iii. If he is unavailable for a day(s) of substitution eligibility, and a deduction was not made as provided in Section 14.B.5.i.i. (above) for that day, trip rig shall be calculated for the period the pilot is unavailable due to sick leave, and shall be credited toward his substitution guarantee and deducted from his sick leave account.
 - iv. The total CH deducted from his sick leave account shall not exceed trip guarantee for his original or substitution trip(s), whichever is greater.

6. Illness or Injury for Entire Bid Period

A pilot who has been on sick leave for at least 30 days prior to the monthly bid closing and/or is expected to be on sick leave for the entire bid period shall bid pay only unless his Chief Pilot authorizes him to bid a line for flying purposes. However, a pilot who, at the time of bid closing, is activated but is

not qualified in his assigned crew position shall be handled in accordance with Section 25.C.6. Unless such pilot is assigned a custom line as provided in Section 25.I., he shall be compensated the BLG or RLG of his pay only line and his sick leave account(s) shall be reduced by the same amount. If assigned a Custom Line, any credit hours earned as a result shall be credited to the applicable sick leave account(s).

7. Lapse of Currency

A pilot on sick leave whose currency is expected to lapse shall be notified by the Company of his expected non-currency. He shall notify his flight manager of his anticipated date of return as soon as he is aware of that date. If the pilot fails to notify his flight manager of his anticipated date of return and, as a result, he cannot be scheduled for required training within 14 days following his return to flight status, he shall be placed in an unpaid status commencing on the date his currency lapses following his date of return and ending at the time his training actually commences, but no later than 14 days after his return.

C. Regular Sick Account

A pilot's regular sick account shall be credited as follows:

1. A pilot in active pay status on the first day of the first bid period of each calendar year shall be credited with 72 CH on that day.
2. A pilot not in active pay status on the first day of the first bid period of a calendar year shall be credited with 6 CH for each bid period remaining in the calendar year beginning with the bid period in which he returns to paid status, subject to Section 14.C.5. (below).
3. During the calendar year in which a pilot is hired, he shall be credited with 6 CH for each bid period remaining in such calendar year, subject to Section 14.C.5. (below).
4. If a pilot is placed in an inactive pay status following the first day of the first bid period of a calendar year, his regular sick account shall be reduced by 6 CH for each bid period during which he is in an unpaid status during the remainder of the calendar year. If the balance in his regular sick account is insufficient to make the adjustment, then the adjustment shall be made from the pilot's disability sick account. This adjustment shall occur before the pilot's regular sick account balance is converted and credited to his disability sick account or surplus program, as applicable.
5. If a pilot is in an active pay status for less than one half of a bid period, that bid period shall not count for purposes of sick leave accrual.
6. Administration
 - a. A pilot removed from an activity due to sick leave shall have the credit for that activity(ies) charged against his regular sick account. However, a pilot may elect to have that sick leave charged to his disability sick account provided he complies with the requirements of Section 14.D.2. (below).
 - b. At the end of the last bid period of each calendar year, any hours remaining in a pilot's regular sick account shall be transferred to his disability sick account, subject to the disability sick account ceiling (as described in Section 14.D.1.). Any sick leave credits in excess of the disability sick account ceiling shall be transferred to the surplus program provided in Section 14.E. (below).
7. Make-Up Sick (MUS)

A pilot is eligible to make up CH drawn from his regular sick account. No more than 72 CH per calendar year may be earned in MUS status to replace hours drawn from his regular sick account.

D. Disability Sick Account

1. The disability sick account ceiling shall be 686 CH.
2. Administration
 - a. A pilot who wishes to utilize his disability sick account shall notify his Regional Chief Pilot of the nature of his illness or injury and, if requested, provide medical documentation. A pilot may utilize his disability sick account under any of the following conditions:
 - i. The pilot's application for a medical certificate has been denied or the pilot has been advised by an aviation medical examiner or the Company's Aeromedical advisor that he is or may not be entitled to exercise the privileges of his medical certificate; or

- ii. The pilot has sustained an illness or injury that is anticipated to result in the pilot's missing more than 36 CH; or
 - iii. The pilot has exhausted his regular sick account.
- b. A pilot on sick leave for a full bid period or longer may elect to receive sick leave in whole hour increments from 36 CH up to and including his BLG/RLG. That election may be changed from bid period to bid period and must be submitted in writing (e-mail is acceptable) to the System Chief Pilot's designee within 48 hours following the close of bidding for the bid period to which the election pertains. In the absence of an election, the pilot shall be compensated the BLG/RLG of his awarded line.

3. Make-Up Sick—Disability

A pilot is eligible to make up CH drawn from his disability sick account as described in Section 14.D.2.a. (above).

E. Surplus Program

As provided in Section 14.C.6.b., the number of hours remaining in each pilot's regular sick account shall be added to the existing balance in that pilot's disability sick account subject to the account ceiling. If the addition of these hours would cause the balance of the pilot's disability sick account to exceed the disability sick account ceiling, the value of the excess hours shall be deposited into the pilot's Employer Contribution Unused Sick Leave Account within the Federal Express Corporation Profit Sharing Plan. The amount of the deposit shall be determined by multiplying the excess CH by the pilot's pay rate at the end of the calendar year, or if he is no longer in active employment, by his last pay rate. The deposit shall be made during the first bid period of the following calendar year as provided in Section 28. Pilots who would otherwise have been eligible for a contribution into the pilot's Employer Contribution Unused Sick Leave Account within the Federal Express Corporation Profit Sharing Plan but for the termination of his employment, including retirement, death or resignation, prior to the close of the calendar year shall have the value of any surplus contributed to the pilot's Employer Contribution Unused Sick Leave Account.

F. Occupational Injury/Illness

1. A pilot who sustains a workers' compensable injury or illness covered by Section 16 shall be eligible for up to 168 CH of occupational injury/illness leave for each occupational injury or illness. Occupational injury/illness leave may be used for a recurrence of an occupational injury or illness up to the balance of the 168 CH not used for the original occurrence of the injury or illness. Occupational injury/illness leave is a non-accruable benefit. Sick leave shall not be used for occupational injuries or illnesses until occupational injury/illness is exhausted.
2. A pilot shall notify his Chief Pilot as soon as practical of any occupational injury or illness covered by this paragraph.
3. If a pilot exhausts his occupational injury/illness leave and remains unable to return to his scheduled duty, he may utilize his accrued sick leave as provided in this Section.
4. A pilot shall provide the Company and appropriate State authorities with medical documentation verifying an occupational injury/illness and his fitness to return to duty following the injury or illness.
5. Workers' compensation received by the pilot for a period of absence during which he also received occupational injury/illness leave shall be reimbursed to the Company. In no case shall additional compensation received from workers' compensation enable a pilot to receive total compensation greater than 100% of his awarded BLG/RLG.