

Settlement Agreement
between
Alaska Airlines, Inc.,
and
Association of Flight Attendants-CWA

Grievance No. 36-99-2-56-17 (Medical Leave under 10 Days)

In full and final settlement of the above-referenced grievances, Alaska Airlines, Inc. ("the Company") and the Association of Flight Attendants "the Association") and agree:

1. When a Flight Attendant applies for a medical leave, the Company will process all such leaves according to the same criteria, regardless of the requested length of such leave.
2. FMLA will be granted if all applicable requirements are met. If the leave qualifies for FMLA, FMLA and contractual medical leave will run concurrently to the extent required by law.
3. If the Flight Attendant otherwise meets the requirements for having a serious health condition but the condition is not expected to meet the minimum number of days of incapacity as required by the FMLA definition of continuing treatment in 29 CFR § 825.115(a), the Company will grant a contractual medical leave.
4. If the Flight Attendant has a serious health condition as defined by the FMLA or by Paragraph 3, but does not qualify for FMLA for any other reason (*e.g.*, the Flight Attendant has exhausted their FMLA; the Flight Attendant does not have enough qualifying hours for FMLA, etc.), the Flight Attendant will be granted a contractual medical leave.
5. If Matrix (or successor leave administrator) denies a contractual medical leave because the Flight Attendant does not supply adequate medical information to determine if the Flight Attendant has a serious health condition, the Company will review the request for a medical leave under Section 15.C.1 of the collective-bargaining agreement ("CBA") and either grant the leave or exercise its rights under Section 17 of the CBA.
6. Nothing in this settlement shall be construed as waiving any rights under federal, state or local law.

The Association will withdraw the grievance.

IN WITNESS WHEREOF, the parties hereto have signed this SETTLEMENT AGREEMENT this 30th day of December 2021.

 

For Alaska Airlines, Inc.

DocuSigned by:
Carmen Williams
By: 20BD1FA4A77E4E5...
Carmen Williams
Managing Director, Labor

For Association of Flight Attendants-CWA

DocuSigned by:
Stephanie Adams
By: F2050C7FAB14449
Stephanie Adams
MEC Grievance Committee Chairperson