

ARTICLE 18 - MILITARY LEAVE

(a) The reemployment and seniority status of any employee, who, while in the active service of the Company, entered the armed services or the Merchant Marine of the United States, will be governed by the provisions of the Selective Training and Service Act of 1948, as amended, now known as the Uniformed Services Employment and Reemployment Rights Act, or other applicable law.

(b) Time spent on military leave will count as time worked for purposes of seniority, wage rates within the employee's classification and vacation.

(c) An employee granted a leave of absence to go on a tour of duty with the National Guard or other reserve unit will accrue length of service for pay purposes for the period of such leave. An employee, if he so desires, will be able to use any accrued or unused vacation and available personal vacation (PV) days during this leave.

(d) The provisions of Article 42(a) will apply if the employee was subject to layoff while on military leave. Provided however, the employee must have seniority to exercise options either at his own station or the system and subsequently exercise those options upon return to active payroll. Under such circumstances, no adjustments will be made to his seniority (i.e. Company, Occupational and Classification), and the provisions of Article 44 will apply.

An employee on military leave at time of layoff, lacking sufficient seniority to exercise options, will be placed on lay off status. The military leave will be terminated until the employee is recalled at which time the employee will be reinstated to military leave, if applicable. Appropriate adjustments will be made to Company, Occupational and Classification seniority.

Employees having sufficient seniority to exercise options at time of layoff (while on military leave), but who subsequently choose the layoff option (upon return from military leave), will be placed on the recall list with any adjustments to Occupational and Company seniority as applicable.

(e) The attachment on the following page is agreed to by the parties and is incorporated as part of the Agreement.

October 7, 1991

Mr. Marion Finley  
TWU Local 514  
11929 East Pine Street  
Tulsa, OK 74116

Dear Marion:

This letter is to summarize our recent discussions concerning national guard/reservists overtime eligibility on two week summer active duty, or weekend military drills.

It has been our policy to ask the national guard/reservist for overtime during the above duty times and charge for a refusal. Recent legislation enacted pursuant to "operation desert storm" indicates that the above employee is actually on a leave of absence status from American during active duty periods, or weekend drills.

Due to the above, it is agreed that the national guard/reservist will not be eligible, nor asked to work overtime during scheduled active duty periods, or weekend drills, due to his leave of absence status.

Sincerely,

Dennis M. Quish,  
Employee Relations  
American Airlines, Inc.

AGREED TO THIS DATE  
Marion Finley, Vice President  
TWU Local 514