

ARTICLE 17 - LEAVES OF ABSENCE

(a) When the requirements of the operation will permit, an employee may be granted an unpaid Personal Leave of Absence, referred to as "PLOA", for any period of up to one (1) year. A request for PLOA must be submitted to the Company in writing. The request will state the reason for the leave and the duration of the leave. An approved PLOA will be granted in writing and will specify the expiration date of the leave. When a PLOA is granted, the employees will retain and continue to accrue seniority during the entire period of the leave.

(1) If the initial leave is requested for less than one (1) year and the requirements of the operation will permit, a PLOA may be extended for additional periods such that the total leave does not exceed one (1) year. A request for an extension of a PLOA must be submitted and approved prior to the expiration date of the current leave.

(2) An employee on a PLOA may submit a request to terminate his leave prior to the expiration date of the leave. The request must be in writing. The Company's response to the request will be in writing.

(3) Based on the requirements of the operation, the Company may cancel any PLOA at any time prior to the expiration date of the leave. In the event the Company elects to cancel a PLOA, the affected employee will be notified in writing, not less than fourteen (14) calendar days prior to the effective date of cancellation.

(4) An employee elected to a full-time governmental office (Federal, State) will be granted a Government Leave of Absence (GLOA) not to exceed the term of office, or subsequent re-election. The application for a GLOA must be made in writing to the Company, with a copy to the Union. An employee granted a GLOA will retain and accrue Occupational seniority for the period of the leave, however, no other Company benefits or privileges will be granted or accrued, nor will time on a GLOA constitute continuous service for pension plan benefits. Employees granted a GLOA must give thirty (30) days notice of intent to return.

(b) An employee, holding a position as an International TWU Representative, an International TWU Officer, or a full time position with the International Union or any of its locals, may request through the International Union a Union Business (Pay) Continuance Leave of Absence, referred to as "UBC". The request for a UBC will be in writing from the International Union. The request will be sent to the Vice President – Employee Relations. If approved by the Company, the UBC will not exceed twelve (12) calendar months or the term of office in the event of an elected position. The written approval will state the expiration date of the leave. An employee on a UBC will continue to retain and accrue seniority throughout the leave.

(1) A UBC may be extended in the same manner as stated in Article 17(a). A request for an extension of a UBC must be submitted and approved prior to the expiration date of the current UBC.

(2) If the UBC is extended, the employee will continue to retain and accrue seniority.

(3) If an employee is on a UBC, there will be no interruption to the employee's pay and benefits, but the Company will bill the Local Union or the International Union, as applicable, for the employee's salary plus a percentage override for tax and benefit related expenses. Failure of the responsible party to pay the billing will result in the termination of the UBC for the affected employee.

(c) Leaves of absence for bona fide Union business will be granted if written request is submitted to the employee's supervisor in advance to accommodate the request. In the case of an employee holding a position as an International Representative, an International Officer of the Transport Workers Union or an employee holding a full time position within the International Union or any of its locals, the written request must be submitted by the Director Air Transport Division of the Transport Workers Union to the Vice President – Employee Relations. During this leave for Union business, known as "UB", the employee will maintain his benefits.

(d) In lieu of a planned Reduction in Force, the Company will, to the extent possible, make Overage Leaves of absence (OL) available to TWU represented employees who have completed their probationary period. Requests for leaves under this procedure must be submitted to the Company in writing. Approved leaves will be granted in writing and will not result in the involuntary transfer of any other TWU represented employee.

(1) Prior to the authorization of any Overage Leave of Absence (OL), the Executive Vice President of Operations or the Vice President of Flight or his designee, as appropriate, will review implementation plans with the Director of the Air Transport Division.

(2) The number of such leaves of absence granted at each station will be determined by the Company.

(3) When an Overage Leave is declared, an employee who is on a leave of absence other than an Overage Leave, may request to have his leave converted to an Overage Leave. It is the employee's sole responsibility to request such conversion.

(4) Upon proper application to the Company, leaves of absence under this procedure will be granted by job skill/work unit, in order of occupational seniority for periods of not less than one (1) week and no more than one (1) year. Extensions may be granted if there are no other Overage Leave requests on file.

(5) Overage Leaves, once granted, may not be refused and must be accepted by the employee requesting the leave.

(6) Due to the requirements of the service, the Company may cancel Overage Leaves granted under this procedure any time prior to the expiration date of the leave. In the event the Company wants to cancel a portion of the number of Overage Leaves, the cancellations will be in inverse seniority order.

(7) An employee who has been granted a leave of absence under this procedure must submit his current address of record to the Department Manager approving the Overage Leave in writing. Thereafter, an employee on an Overage Leave must advise the Department Manager, in writing, within ten (10) calendar days of any change in address.

(8) In the event the Company elects to cancel the leave of absence, the affected employee will be notified, in writing, by certified U.S. Mail, or equivalent carrier, return receipt requested, at the last address of record on file with the Department Manager.

(9) An employee granted a leave of absence under this procedure will not be entitled to employment and will forfeit his seniority with the Company if:

- a. He fails to return to work on the specified date at the expiration of the leave; or
- b. He declines, in writing, his intention to return to work; or
- c. He does not indicate, in writing, his intention to accept or reject employment within seven (7) calendar days after receipt of notice of cancellation of the leave of absence; or
- d. He does not return to work on the date specified in the notice of cancellation of the leave of absence. The return date will not be less than seven (7) calendar days after receipt of the notice.

(10) An employee, granted a leave of absence under this procedure, will continue to accrue Company, Occupational, and ~~Classification~~ **Pay** seniority for all purposes during the leave of absence for a period not exceeding his previous service to a maximum of one (1) year.

(11) An employee, returning to duty at the expiration of an Overage Leave, will return to the work unit/shop/shift where a vacancy exists and will, thereafter, be permitted to exercise his seniority on the next available shift selection. Temporary Crew Chiefs will be utilized to fill Crew Chief vacancies of over thirty (30) calendar days which occur as a result of Overage Leaves.

(12) An employee on an OL will receive benefits under the conditions provided below:

- a. While on an OL, the basic coverage of Medical, Dental, and Basic Life Insurance will continue for the employee. The employee must

pay his portion of the costs in accordance with Company policy. If the employee is enrolled in any optional coverage, he must make payments for those benefits to remain in effect during the OL. Payments for optional coverage will be in accordance with Company policy. An employee should contact ~~the AMR Benefits Hotline~~ Employee Services for the appropriate forms to calculate his individual costs.

b. The time on an OL will be considered as time worked for purposes of vesting and credited service for retirement benefits.

c. An employee must continue to prefund for retiree medical coverage in order to receive credit toward the ten- (10) year requirement in accordance with Company policy. An employee should contact ~~the AMR Benefits Hotline~~ Employee Services for the appropriate forms to complete before the Overage Leave begins.

d. The time on an OL will be considered as time worked in determining vacation accrual and paid sick leave accrual.

e. Holidays that occur during an OL will not be paid.

f. An employee may keep all Company identification cards/badges during his OL. An employee retains full travel privileges during the OL, except for travel on other airlines which is not permitted. When traveling on an OL, the employee must prepay travel service charges at the ticket counter.

g. Premiums for the TWU LTD Insurance Plan must be paid for in advance of the OL and for the duration of the OL. An employee should contact his Local Union for the appropriate forms and information.

h. Benefit coverage and application not specifically provided in Article 17 will be applied in accordance with Company policy.

(e) When an employee is placed on an unpaid leave of absence on account of sickness or injury, the continuation of the leave is contingent upon review and approval by AA Medical. Employee Services will send the employee a personal information package within ten (10) days from the start of the leave including ~~is granted to an employee on account of sickness, injury, or pregnancy, referred to as a Sick Leave of Absence or "SKLOA"~~ a letter advising of his unpaid leave status, benefit information, and notice of the requirement for medical substantiation. The employee must provide medical substantiation for the leave to AA Medical within fifteen (15) days of receipt of the package. Should AA Medical need further clarification, the employee and/or the treating physician/ provider may be asked to provide additional information. The approval of the leave is contingent upon receipt of sufficient medical documentation from the employee's treating physician/provider. Approvals will be granted in writing and will specify the expiration date of the leave. ~~he~~ The employee will retain and continue to accrue his seniority until he is able to return to duty or is found to be unfit for

his duty; except that in no case will a leave for the same sickness or injury exceed a total continuous period of five (5) years. The Company will provide one hundred and eighty (180) calendar days written notification prior to the expiration date of the five (5) year period. The notification will be made via certified U.S. Mail, return receipt requested, or equivalent carrier to the employee's last known address. ~~An employee must request a SKLOA in writing and attach medical documentation supporting the request. An approved SKLOA will be granted in writing and will specify the expiration date of the leave. The Company may place an employee on a SKLOA in accordance with the provisions of Article 39.~~

(1) Application of SKLOA is referenced in Company policy.

~~(2) To extend the LOA beyond the initially approved leave period, an employee must provide updated medical information from his treating physician/provider to AA Medical at least seven (7) days prior to the expiration of the leave in order for AA Medical to make the determination that a continuation of a leave is substantiated. The approval of the continuation of the leave is contingent upon receipt of sufficient medical documentation from the employee's treating physician/provider.~~

~~(2)(3)~~ An employee who is returning from a leave granted for reasons of sickness, ~~or injury, or pregnancy,~~ will be permitted to exercise his seniority in resuming his classification or any lower classification at the station to which he has previously been assigned.

(f) An employee granted a leave of absence under the provisions of the Family Leave Act, referred to as a Family Leave of Absence or "FMLA" will retain and continue to accrue seniority during the leave, not to exceed ninety (90) calendar days.

(g) An employee on any leave of absence will physically report to his station on his first scheduled work day following the expiration of the leave. It is the responsibility of the employee to contact the Company prior to the expiration of his leave of absence to ensure that he knows his schedule and assignment. Failure to report or to secure a renewal of a leave of absence will terminate the leave of absence and his employment. It is the responsibility of the Company to inform the employee of the expiration date of any approved leave of absence. The Company will also inform the employee of the procedures regarding any benefits while on his leave.

(h) Any written communication, required by Article 17, between the Company and an employee on a leave of absence will be via certified U.S. Mail, return receipt requested ~~US Postal Service~~, or equivalent carrier. ~~Certified Mail, Return Receipt Requested.~~

(i) If any employee is on any leave of absence and he is affected by a reduction in force, his leave of absence will be terminated, and the provisions of Article 15 will be applied to the affected employee.

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(j) The rights of an employee on a leave of absence under the provisions of Articles 17 and 18, in regard to the maximum duration of a leave, Company seniority accrual, Occupational seniority accrual, ~~Classification~~ **Pay** seniority accrual, vacation accrual, sick leave accrual, credited service for pension, and reinstatement rights are listed in the chart that follows.

(Company Version) Sim Techs Article 17.TA

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	Personal Leave	Union Leave	Overage Leave	Unpaid Sick Leave of Absence (including Maternity)	Unpaid Injury on Duty Leave	Military Leave	Family Leave
Duration of Leave	Up to a total of 12 months	Up to 12 months or term of office	Minimum of 6 days ¹ week, up to 1 year	Up to 5 years	Up to 5 years	Up to 5 years	Up to 84 calendar days (12 weeks)
Accrual of Company Seniority	Up to 90 calendar days	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave
Accrual of Occupational Seniority	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave, not to exceed 90 calendar days
Accrual of Classification Pay Seniority	None	Duration of the Leave	Duration of the Leave	Up to 30 calendar days	Up to 30 calendar days	Duration of the Leave	Up to 30 calendar days
Vacation Accrual	Up to 60 cal. days, then reduced	Duration of the Leave	Duration of the Leave	Up to 60 cal. days, then reduced	Duration of the Leave	Duration of the Leave	Up to 60 days, then reduced
Sick Leave Accrual	None	Duration of the Leave	Duration of the Leave	Up to 60 cal. days, then reduced	Duration of the Leave	Duration of the Leave	Up to 30 calendar days
Pension Credited Service Accrual	None	Duration of the Leave	Duration of the Leave	None	None	Duration of the Leave	Duration of the Leave <u>used in conjunction with paid sick or VG</u>
Reinstatement Rights	Yes	Yes	Yes	Yes	Yes	Yes	Yes

-	<u>Personal Leave</u>	<u>Union Leave</u>	<u>Government Leave</u>	<u>Overage Leave</u>	<u>Unpaid Sick Leave of Absence (including Maternity)</u>	<u>Unpaid Injury on Duty Leave</u>	<u>Military Leave</u>	<u>Family Leave</u>	Formatted: Font: Italic
<u>Duration of Leave</u>	<u>Up to a total of 12 months</u>	<u>Up to 12 months or term of office</u>	<u>Term of office</u>	<u>Minimum of 6 work days, up to 1 year</u>	<u>Up to 5 years</u>	<u>Up to 5 years</u>	<u>Up to 5 years or in accordance with Federal law</u>	<u>Up to 84 calendar days (12 weeks)</u>	Formatted: Font: Italic
<u>Accrual of Company Seniority</u>	<u>Up to 90 calendar days</u>	<u>Duration of the Leave</u>	<u>None</u>	<u>Duration of the Leave</u>	<u>Duration of the Leave</u>	<u>Duration of the Leave</u>	<u>Duration of the Leave</u>	<u>Duration of the Leave</u>	Formatted: Font: Italic
<u>Accrual of Occupational Seniority</u>	<u>Duration of the Leave</u>	<u>Duration of the Leave</u>	<u>Duration of the Leave</u>	<u>Duration of the Leave</u>	<u>Duration of the Leave</u>	<u>Duration of the Leave</u>	<u>Duration of the Leave</u>	<u>Duration of the Leave, not to exceed 9 calendar days</u>	Formatted: Font: Italic
<u>Accrual of Classification Pay Seniority</u>	<u>None</u>	<u>Duration of the Leave</u>	<u>None</u>	<u>Duration of the Leave</u>	<u>Up to 30 calendar days</u>	<u>Up to 30 calendar days</u> <u>Duration of the Leave</u>	<u>Duration of the Leave</u>	<u>Up to 30 calendar days</u>	Formatted: Font: Italic
<u>Vacation Accrual</u>	<u>Up to 60 calendar days, then reduced</u>	<u>Duration of the Leave</u>	<u>None</u>	<u>Duration of the Leave</u>	<u>Up to 60 calendar days, then reduced</u>	<u>Duration of the Leave</u>	<u>Duration of the Leave</u>	<u>Up to 60 days, then reduced</u>	Formatted: Font: 10 pt
<u>Sick Leave Accrual</u>	<u>None</u>	<u>Duration of the Leave</u>	<u>None</u>	<u>Duration of the Leave</u>	<u>Up to 60 cal. days, then reduced</u>	<u>Duration of the Leave</u>	<u>Duration of the Leave</u>	<u>Up to 30 calendar days</u>	Formatted: Font: Italic
<u>Pension / Credited Service Accrual</u>	<u>None</u>	<u>Duration of the Leave</u>	<u>None</u>	<u>Duration of the Leave</u>	<u>None</u>	<u>None</u>	<u>Duration of the Leave</u>	<u>Only when on paid leave</u>	Formatted: Font: Italic
<u>Reinstatement Rights</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	Formatted: Font: Italic
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