

SECTION 9 - *DRAFT*

VACATIONS

A. Definitions

1. "Applicable rate" as used in this section, means the rate based on day rates as set forth in this Agreement for the highest paying type of equipment involved in that pilot's last trip selection award or reserve flying assignment except that for retirees compensated under paragraph G.1.e.(1), this applicable rate will be based on the pilot's next to the last month of flying prior to retirement.
2. "Vacation Year" as used in this section is used to mean a fiscal vacation year which runs from May 1st thru April 30th of the following year.
3. "Year" as used in this section is used to mean a calendar year.
4. Vacation Bank as used in this section refers to a pilot's available vacation time measured in hours and minutes.

B. Vacation Period

1. Pilots shall become entitled to and receive vacation allowances with pay in accordance with the following:
 - a. All pilots will, except as noted in b. and/or c. below, be eligible for vacation based on accredited service with the Company according to the following schedule:

<u>Accredited Service As of December 31</u>	<u>Vacation Entitlement In Succeeding Vacation Year</u>
1 through 7 years	14 days
8 through 14 years	21 days
15 through 22 years	28 days
23 through 29 years	35 days
30 or more years	42 days

- b. In the year in which a pilot attains eight (8), fifteen (15), twenty-three (23), or thirty (30) years of service, such pilot will be eligible for a prorated vacation, for that year only, according to the following schedule:

Years of Accredited Service Completed Between	8 yrs	15 yrs	23 yrs	30 yrs
Jan. 1 – Feb. 15	21	28	35	42
Feb. 16 – Mar. 31	20	27	34	41
Apr. 1 – May 15	19	26	33	40
May 16 – June 30	18	25	32	39
July 1 – Aug. 15	17	24	31	38
Aug. 16 – Sep. 30	16	23	30	37
Oct. 1 – Nov. 15	15	22	29	36

Nov. 16 – Dec. 31 14 21 28 35

- c. A pilot who, as of December 31 of any year, has had less than one (1) year of accredited service with the Company will be entitled to a vacation on the basis of one and one-sixth (1-1/6th) days for each month of service.
2. For purposes of computing the number of days of vacation due, fifteen (15) days or more of service in a calendar month shall be considered a full month and less than fifteen (15) days shall not be considered. Fractions of a day's vacation which equal or exceed one-half (1/2) shall be considered a full day, and other fractions shall not be considered. Vacation days due shall be converted to vacation hours at the rate of 3 hours and 15 minutes (3:15) per vacation day and will be credited to a pilot's vacation bank.
3. Pilots will bid for and be awarded/assigned vacation periods based on the number of vacation days due. ~~Vacation hours shall be deducted from a pilot's vacation bank on the basis of trip sequences or reserve days of availability dropped for vacation, as appropriate.~~ For line building purposes, vacation hours shall be credited at a rate of two hours and forty-five minutes (2:45) per vacation day. For pay purposes, vacation hours shall be deducted from a pilot's vacation bank at a rate of 3 hours and 15 minutes (3:15) per vacation day.

C. Fiscal Vacation Year

The Company shall solicit vacation period preferences for vacations accrued during a calendar year to be taken during the succeeding vacation year. The vacation year will run from May 1 of that year through April 30 of the succeeding year.

D. Vacation Selection [See Q&A [#126](#)]

1. Vacation periods will be proffered and awarded within each bid status. Pilots shall be permitted to select and shall be awarded in order of system seniority a vacation period proffered for selection within the bid status which they hold during the contractual month of February preceding the vacation year.
2.
 - a. The Company shall make all weeks of the vacation year available in each bid status (minimum one (1) man-month of vacation per bid month). Pilots shall be permitted to bid for vacation weeks in any adjoining combination within a calendar month.
 - b. The Company shall make no less than five percent (5%) of the total vacation to be awarded available in each bid status during any month of the vacation year, but not less than a. above.
 - c. (1) In each bid status, five percent (5%) need not be applied in any month that planned ramp hours exceed the vacation year average by more than ten percent (10%) for that bid status.
 (2) Exceptions under c.(1) will not exceed ten percent (10%) of total bid status-months in the system.
 - d. Temporary assignments solely due to vacation coverage will not create permanent vacancies under Section 18.C.1.f., 18.C.2.e. or 18.C.3.

- e. When a pilot changes bid status, the Company will honor such pilot's assigned vacation period, except when such vacation period increases the manning requirement in the new bid status in that month above the manning requirement level in the month immediately preceding or the month immediately following the vacation month. In such case, if the pilot's assigned vacation is not honored, the pilot's vacation shall be selected as provided in f. below.
- f. When a pilot's vacation period is assigned, it will not be changed with less than thirty (30) days' notice. When a pilot's vacation period is changed, the pilot shall be permitted to make a selection of another vacation period from those available in the pilot's bid status within the same vacation year. Alternatively the affected pilot may elect to take the changed vacation as a floater not subject to the maximum number of floaters specified in paragraph F below.

3. Vacation Bidding

- a. Up to six (6) vacation periods will be bid and awarded in five rounds. The schedule for the bidding will be updated on or before January 1 for the upcoming vacation bid and will incorporate the minimum notice periods and deadlines below:
 - (1) Pilots will be provided with a minimum of 21 calendar days to bid for the first vacation period.
 - (2) Following the posting of the first vacation awards, pilots will be provided with a minimum of 4 calendar days to bid for the second vacation period.
 - (3) Following the posting of the second vacation awards, pilots will be provided with a minimum of 4 calendar days to bid for the third vacation period.
 - (4) Following the posting of the third vacation awards, pilots will be provided with a minimum of 4 calendar days to bid for the fourth and fifth vacation periods in a single round.
 - (5) Following the posting of the fourth and fifth vacation awards, pilots will be provided with a minimum of 3 calendar days to provide the Company with preferences for the award of the final (sixth) vacation period.
- b. The vacation award process will be scheduled to complete no later than five calendar days prior to the scheduled closing of the monthly bids for May.

4. Vacation Splits

- a. Pilots eligible for eight (8) or more days of vacation may split their vacations a maximum of five times, provided that no split can result in more than one vacation of less than seven days. Any vacation period that is less than seven days will not be available for bidding purposes, but will be converted to hours and placed in the pilot's vacation bank.
- b. Primary vacations are awarded based on seniority. Additional vacations will be selected from the remaining vacation periods available after all pilots have

- been awarded/assigned their primary vacation period in accordance with D.1., 2., and 3. of this Section. Awarding/assigning of the additional splits of a pilot's vacation period will be in order of seniority within the bid status among those pilots desiring to split their vacation.
5. A pilot may request paid personal vacation days (PVDs) which the Company will grant if manning permits. Days used for personal vacation will be deducted from the vacation day accrual to be awarded in the subsequent vacation year and will be limited to the total number of vacation days in such accrual. Once granted, pilots shall have the following options: [See Q&A [#126](#), [#127](#)]
 - a. Hours Option
 - (1) The number of PVD days taken, when multiplied by the conversion rate in B.2 above, shall be no less nor greater than the number of days required to completely offset the scheduled pay and credit for the trip sequence or days of availability from which such pilot is removed.
 - (2) Such time shall be credited to such pilot's vacation bank.
 - (3) Such pilot shall then be paid and credited for the trip sequence or days of availability from which such pilot is removed from such pilot's vacation bank.
 - b. Days option
 - (1) The number of PVD days taken shall be equal to the number of days of the trip sequence or days of availability from which such pilot is removed.
 - (2) The number of days in (1) above shall be multiplied by the conversion rate in B. 2. above, and such time shall be credited to such pilot's vacation bank.
 - (3) Such pilot shall then be paid and credited for the trip sequence or days of availability from which such pilot is removed from such pilot's vacation bank.
 6. Pilot requests for PVDs will normally be granted through the trip trade with open time system.
 7. If a pilot who has requested and been granted time off by his supervisor is unable to make up the lost time, he will be given the option to convert the lost time to a personal vacation day(s) subject to D.5. above. Unless the pilot decides otherwise, the lost time will automatically be converted to a personal vacation day(s).
 8. A pilot, other than a pilot taking 28 or more days of vacation in a month, may slide the first day of vacation period by up to three (3) days in either direction provided the slide does not increase the number of ~~hours dropped for a regular scheduled pilot by more than one (1) hour or increases~~ unavailable days for a reserve pilot. This provision shall not apply if the new vacation period goes outside of the bid month or ~~the resulting dropped trip sequence touches a fly-through sequence from the previous month or~~ any of the following days: New

Year's Day, Easter Sunday, Independence Day, Thanksgiving Day, Christmas Day. [See Q&A [#38](#), [#128](#)]

9. Pilots may trade vacation periods within a four-part bid status. The traded periods must be an equivalent number of weeks although the exact number of days need not be equal.

E. Deferred Vacations

Vacations shall not be cumulative and a vacation to which a pilot becomes entitled on December 31st of any year shall be treated in accordance with G.1.f of this section, unless taken during the following vacation year; provided that a pilot may be requested by the Company to forego his vacation if such request is in writing, and, in such event, if the pilot has not received his vacation by the end of the vacation year in which it is to be taken, he shall ~~be entitled to said~~ have the option of deferring such vacation during to the succeeding vacation year, or receiving pay for the deferred vacation days at the rate of three hours and fifteen minutes (3:15) per vacation day.

F. Floating Vacation

A pilot with fourteen (14) days or more vacation is allowed to take up to one half of their vacation weeks, to a maximum of **three** weeks, as a floating vacation(s). A pilot will notify Crew Resources prior to the bid closing date for the first round of vacation bids how many floating weeks of vacation will be taken. PVD's will not be deducted from a pilot's accrual prior to determining such pilot's eligibility to float a vacation period(s).

A floating vacation grants a pilot the ability to bid on future, Company designated, available floater vacation slots. Floating vacations are awarded in seven-day increments, i.e. each floating vacation slot posted by Planning will consist of seven consecutive days. The choice of whether or not to use a floater vacation rests solely with the pilot.

Monthly bidding and use of floating weeks:

1. Planning will electronically post available weekly vacation slots no later than twenty (20) days prior to the beginning of the month in which the floating vacation will be taken.
2. Pilots, with floating vacation available, may bid for an available vacation slot in their respective four part bid status.
3. Floating vacation slots will be closed and awarded in seniority order within their respective four part bid status no later than five (5) days prior to monthly bid closing. If a pilot is unsuccessful in bidding a floating vacation week, he may bid again in later bid months during that vacation year.

4. The pilot has the option to ~~convert be paid for~~ the value of floating vacation(s) at a rate of ten (10) hours per month to CPA at any point during the vacation year prior to being awarded a specific vacation slot. ~~If the pilot has less than the full value of such pilot's floating vacation(s) remaining (due to vacation bank having been previously debited), the remaining value may be converted to CPA at any point in the vacation year~~
5. The value of floating vacation(s) not taken in the vacation year will be paid in accordance with G. 1. fd.

G. Vacation Pay and Credit [See Q&A #88]

1. A pilot will:

- ~~a. be removed from all trip sequences (including brief and debrief) that touch any part of a vacation period.~~
- ~~b.a.~~ not be scheduled for flight assignment, company business, or training during a vacation period.
- ~~c.b.~~ be paid and credited for ~~such dropped trip sequences and reserve available vacation~~ days, with a corresponding debit to the vacation bank as follows:
 - (1) A regularly scheduled pilot will receive pay ~~and credit for the scheduled value of the trip sequences dropped at three hours and fifteen minutes (3:15) for each vacation day on such pilot's schedule, and credit for line building purposes at two hours and forty-five minutes (2:45) for each vacation day.~~
 - (2) A reserve pilot will receive pay and credit for one nineteenth (1/19th) of reserve guarantee for each day of availability dropped as a result of the vacation, until such time as such pilot's vacation bank is depleted or such pilot elects to utilize sufficient PVD's for time used in excess of the vacation bank.
 - ~~d. receive neither pay nor credit for any hours dropped in excess of the vacation bank provided that a pilot may utilize sufficient PVDs to be paid and credited for any such excess vacation hours used.~~
- ~~e.c.~~ receive pay for the value of the hours remaining in his vacation bank and any accrued vacation, at the applicable rate if the pilot:
 - (1) Retires [See Q&A #40],
 - (2) is deceased,
 - (3) is furloughed or
 - (4) resigns with two (2) weeks' written notice.
 - (5) is granted a military leave of absence, provided the pilot may alternatively elect to reschedule his vacation in accordance with Section 11. E. 7.

f.d. have any hours remaining in the vacation bank at the end of the vacation year, at the pilot's option, be: [See Q&A #127]

- (1) ~~credited to the pilot's CPA bank~~ paid out at the pilot's current rate of pay, or
 - (2) applied to the following vacation year's vacation bank to fully or partially replace a previously exercised PVD
2. A pilot who has completed six (6) months' accredited service with the Company and resigns (with two (2) weeks' written notice), or is furloughed by the Company due to reduction in force shall receive pay at the applicable rate as of such date for all vacation accrued and unused to the date of resignation, or furlough. All vacations accrued since December 31 shall be paid on the basis of one and one-sixth (1-1/6th) days for each month of service for those entitled to a fourteen (14) day vacation under this Section, one and three-fourths (1-3/4ths) days for each month of service for those entitled to twenty-one (21) days of vacation, two and one-third (2-1/3rd) days for each month of service for those entitled to a twenty-eight (28) day vacation, two and eleven-twelfths (2-11/12th) days for each month of service for those entitled to a thirty-five (35) day vacation, and three and one-half (3-1/2) days for each month of service for those entitled to a forty-two (42) day vacation.

H. Effect of Leaves on Vacations

A pilot who takes a leave or leaves of absence which exceeds, or the total of which exceeds, sixty (60) calendar days during any calendar year shall have his vacation allowance to which he becomes entitled on December 31 of that year, reduced by one-tenth (1/10th) for each thirty (30) days of said leave, or total of such leaves, in excess of sixty (60) days. No deductions from vacation allowances shall be made for leaves of absence granted due to injury sustained while on duty, paid sick leave, or for leaves to represent the American Airlines pilots for grievance and collective bargaining purposes. Such grievance representatives for the purpose of this paragraph shall be System Board of Adjustment members or the representatives selected by a pilot under Section 21.

I. Recall from Furlough

A pilot who is furloughed and recalled to work shall accrue vacation allowance from the date of reemployment, to be taken during the succeeding vacation year on the basis of one and one-sixth (1-1/6th) days for each month of service if he has less than eight (8) years of accredited service with the Company, one and three-fourths (1-3/4ths) days for each month of service if he has more than eight (8) but less than fifteen (15) years of accredited service with the Company, two and one-third (2-1/3rd) days for each month of service if he has more than fifteen (15) but less than twenty three (23) years of accredited service with the Company, two and eleven-twelfth (2-11/12ths) days for each month of service if he has more than twenty-three (23) years but less than thirty (30) years of accredited service with the Company, and three and one-half (3-1/2) days for each month of service if he has more than thirty (30) years of accredited service with the Company.

J. Return from Military Leave

A pilot who returns from military leave shall accrue vacation allowance from the date of return, to be taken during the succeeding vacation year on the basis of one and

one-sixth ($1\frac{1}{6}$ th) days for each month of service if he has less than eight (8) years of accredited service with the Company, one and three fourths ($1\frac{3}{4}$ ths) days for each month of service if he has more than eight (8) but less than fifteen (15) years of accredited service with the Company, two and one-third ($2\frac{1}{3}$ rd) days for each month of service if he has more than fifteen (15) but less than twenty-three (23) years of accredited service with the Company, two and eleven-twelfths ($2\frac{11}{12}$ th) days for each month of service if he has more than twenty-three (23) years but less than thirty (30) years of accredited service with the Company, and three and one-half ($3\frac{1}{2}$) days for each month of service if he has more than thirty (30) years of accredited service with the Company.