SECTION 11

LEAVES OF ABSENCE

B. Personal Leaves of Absence

2. The Company shall consider ~~up to thirty (30) individual~~all ~~requests for~~ personal leaves requests ~~per calendar year, not including leaves related to maternity, but will not be required to consider more than nine (9) such leaves during any one (1) period of time on a system-wide basis~~. Leave requests shall be considered on a case by case basis. Forecast staffing requirements and /or associated training costs shall be among the factors taken into consideration by the Company when making their decision.

3. The Company will respond, in writing, within a reasonable time as to whether or not the pilot's request for a leave can be honored. ~~Such requests will be honored in order of system seniority subject to availability of replacements in equipment and category at the base.~~

4. The Company will not normally cancel a PLOA once it has been granted. A pilot may cancel his request for a PLOA prior to its effective date. In this event, he/she shall notify the Company as soon as possible.~~If the Company grants a leave, it may be canceled no later than thirty (30) days prior to the effective date of the leave or his vacation whichever occurs first, except that in cases of emergency, it may be canceled in less than thirty (30) days.~~

~~If the pilot desires to cancel his request for leave, he shall notify the Company as soon as possible, but in no event later than thirty (30) days prior to the effective date of leave or his vacation, whichever occurs first.~~

5. ~~The~~ Company approval shall be required for any pilot who wishes to return from a PLOA prior to its expiration date~~may, operational requirements permitting, consider the request for pilot's leave of absence in excess of the numbers stated above~~.

E. Military Service Leaves

2. A pilot ~~who volunteers and is accepted for active duty with the military services of the United States in time of peace shall be granted a leave of absence for the period of such duty, but not to exceed a cumulative total of five (5) years, during which time his seniority and length of service for pay purposes shall accrue~~ordered to duty in the uniformed services of the United States, whether voluntary or involuntary, shall be granted a leave of absence for the entire period of such duty. In accordance with USERRA, a pilot's seniority and length of service for pay purposes shall accrue during any such leave. Further, in the categories of exempt uniformed service set forth in Section 4312© of USERRA, the cumulative total of all non-exempt uniformed service shall not exceed five (5) years.

5. Notice And Verification

a. Pilots must provide the Company with reasonable notice of all military leaves which conflict with their American Airlines work schedule, unless the giving of such notice is precluded by military necessity or, under all of the relevant circumstances, the giving of such notice is otherwise impossible or unreasonable.

(1) Notice of military leave shall be submitted to the Company before trip selection bids close for the following month, unless precluded by one of the exceptions above.

(2) Late notice and notice of change shall be submitted to the Company by the deadline date specified on the bid sheet header pages.

b. In addition to providing the Company with advance notice of uniformed service in accordance with a. above, the pilot shall notify the Company of any such change as soon as practicable in the event the pilot's reporting date or expected duration change prior to the commencement of military leave.

c. Verification of uniformed service shall be in accordance with Section 4312(f) of USERRA, except that the Company may require verification of military leave periods shorter than thirty-one (31) days: (i) to calculate a pilot's cumulative total of non-exempt military leave, or (ii) to verify the pay guarantee provisions of Section 11.E.8.c. (Q&A 140).

8. Guarantee

a. A pilot's guarantee will not be reduced for any military leave which does not result in the pilot's removal from a trip sequence or removal from days of reserve availability.

b. Except as provided for in c.(4) and (5) below, a reserve pilot's guarantee will be reduced if the original military request is submitted after trip selection bids close for the following month or is changed and results in an increase in unavailability due to reserve available days missed. In this case, the reserve pilot's guarantee will be reduced by the amount of the additional unavailability. [See Q&A #7, #8]

c. The guarantee of a pilot who is removed from a trip sequence or from days of reserve availability will not be reduced provided: [See Q&A #6, #7, #8, #77,#140]

(1) The pilot has submitted to the Company the military leave request before trip selection bids close for the following month, and

(2) The pilot's entire military leave request for a given month is to cover consecutive days of military duty, and as a result the pilot is not removed from more than four (4) days of trips missed or more than four (4) days of reserve availability, and

(3) The pilot, if regularly scheduled, is available for make up flying, during the normal hours for the coverage of open time, on all days except those days

on which the pilot is (1) scheduled to fly, (2) on a preplanned duty free period or (3) on military leave, provided the pilot does not refuse all proffers of make up flying on such days, or

(4) The pilot, if reserve, who then changes the original military request which complied with paragraphs (1) and (2) above, increases the days of reserve unavailability but, at the same time, moves DFPs or PVD's such that they cover the increased unavailable days. If the pilot is unable or chooses not to cover the increased unavailable days, the reserve pilot's guarantee will be reduced by one-nineteenth (1/19th) for each day of increased reserve availability missed. In such case, remaining DFPs may be moved to alleviate any potential illegalities, or

(5) The pilot, if reserve, submits a late military request, or the original military request resulted in more than four (4) days of reserve unavailability, moves DFPs or PVD's such that they cover all unavailable days. If the pilot is unable or chooses not to cover all unavailable days, the reserve pilot's guarantee will be reduced by one-nineteenth (1/19th) for each day of reserve availability missed. In such case, remaining DFPs may be moved to alleviate any potential illegalities.

d. For absences due to military leave (removal from a trip sequence or removal from days of reserve availability) other than those provided in c. above, the guarantee of a reserve or regularly scheduled pilot will be reduced for each day of absence due to such leave in accordance with Section 5.D. A regularly scheduled pilot who has complied with the Notice and Verification provisions in 5. above will be eligible to make up the time lost. (See Q&A #7)

9. Crediting

Absences due to military leave (removal from a trip sequence or removal from days of reserve availability) not in compliance with the Notice and Verification provisions above will be uncredited, unpaid. ~~A regularly scheduled pilot who has complied with Notice and Verification provisions above will be eligible to make up the time lost.~~

11. General

a. A pilot's probation period will be extended on a day for day basis for military absences exceeding sixty two (62) days.

b. A current and qualified pilot who will be available for at least the last seven (7) days~~on the firstday~~ of the next contractual month will be eligible to bid for a trip selection.

c. A pilot may be withheld from a bid status at the end of a leave, provided such withholding is in accordance with the terms of ~~the~~ this Agreement.

d. If a military leave begins in one month and extends into the following month, it will be treated under the provisions of this agreement as if it ended in the same month in which it began.

e. Nothing in this Section shall supersede, nullify or diminish any federal or state law that establishes a right or benefit which is more beneficial to, or is in

addition to, a right or benefit provided for a pilot in this Section.

140. Q: In order to receive the pay guarantees of Section 11.E.8 is a pilot required to verify the military service in question, and if so what type of verification is required?

A: If a pilot satisfies the conditions of Section 11.E.8.a, verification is not required. With respect to the pay guarantee in Section 11.E.8.c, the Company reserves the right to request verification in connection with a military leave of absence. Upon request by the Company, an individual pilot must provide a Leave and Earnings Statement or equivalent official government document to verify the specific military service for which the pilot received the pay guarantee under Section 11.E.8.c. ~~A Leave and Earnings Statement, DD-214 or an endorsed copy of orders are each examples of sufficient verification for this purpose.~~