SECTION 11 -

LEAVES OF ABSENCE

A. General

When the requirements of the Company will permit, a pilot may be granted a leave of absence. When such leave is granted, a pilot shall retain and continue to accrue seniority, provided that such pilot maintains at all times his required certificate or ratings. If such pilot shall permit his required certificate or ratings to lapse, he shall retain his seniority accrued at the time of such lapse. Length of service for longevity pay or salary purposes shall not accrue during leaves of absence, except leaves granted in the interest of the Company, leaves to permit attendance as representatives of the pilots at conferences with the Company, leaves granted due to sickness or injury, for duty with the military services of the United States, or for service with the Association.

B. Personal Leaves of Absence

1. A pilot during the normal vacation selection period may submit a request for a leave of absence in conjunction with such vacation preference that shall not exceed a period of thirty (30) consecutive days.

2. The Company shall consider up to thirty (30) individual requests for leaves 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.

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. 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 may, operational requirements permitting, consider the request for pilot's leave of absence in excess of the numbers stated above.

6. In the event of a furlough, the Company will notify all pilots that it will consider all requests for Leaves of Absence in order to mitigate the number of furloughs.

7. A pilot on leave shall not, without prior written permission of the Company, engage in aviation employment, and in no case shall engage in employment, the nature of which may bring discredit upon the Company.

C. Bid Status During Leaves

1. Any pilot granted a leave of absence shall have the same bid status upon return to active flying duty.

2. A pilot who, upon return, is unable to hold the bid status held at the commencement of the leave will be placed in a lateral or lower bid status in accordance with that pilot's displacement preference list.

3. Reinstatement rights of any pilot on a leave of absence shall not be exercised while such pilot is on such leave of absence.

D. Sickness or Injury Leaves

1. When leaves are granted on account of sickness or injury, a pilot shall retain and continue to accrue his seniority irrespective of whether or not he is able to maintain his required certificates or ratings, until he is able to return to duty or is found to be unfit for such duty. A leave of absence for sickness or injury shall not commence until after a pilot has exhausted accrued sick leave credits provided under Section l0 of this Agreement. Such leave of absence for sickness or injury may not exceed a total continuous period of three (3) years unless extended by mutual consent of the Company and the Association, in which case it may not exceed a total continuous period of five (5) years. Length of service for pay purposes shall accrue during leaves granted because of injury on duty, and during the first ninety (90) days of any leave granted for sickness or injury sustained off duty.

2. A pilot returning from any leave due to sickness or injury shall assume a bid status to which entitled by seniority upon return to active flying duty.

E. Military Service Leaves

1. A pilot ordered to, or who volunteers for, active duty with the military services of the United States in time of war shall be granted a leave of absence for the period of such duty and for ninety (90) days thereafter, during which time his seniority and length of service for pay purposes shall accrue.

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.

3. A pilot returning from any military leave of absence shall be permitted to return to that pilot's former bid status upon return to active flying duty.

4. A pilot who, upon return, is unable to hold the bid status held at the commencement of the leave will be placed in a lateral or lower bid status in accordance with that pilot's displacement preference list.

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~~as soon as practicable.

6. Verification of military duty will not normally be required by the Company.

   When the Company does require verification, within a reasonable period of time the pilot must provide documentation substantiating the military duty in question. [See Q&A #140]

7. Vacation

   a. A pilot may reschedule current fiscal year vacation days/hours to cover military duty provided the Company is given reasonable notice (i.e., notice must be given by the earlier of [1] the first of the month preceding the month in which the vacation is scheduled, or [2] the first of the month preceding the month in which the vacation is rescheduled). The rescheduled vacation must be taken within the current vacation fiscal year.

      (1) The vacation being rescheduled must match, to the extent possible, the number of days of military leave; and

      (2) The vacation must be taken in blocks as originally scheduled or, if the vacation was not originally split, it may be split in accordance with the provisions of this Agreement.

      Examples of rescheduling vacation for military leave:

Military Duty Dates	Scheduled VC	Rescheduled VC
Aug. 10 - 16 (7 days)	Jan. AB	Jan. AB to Aug. AB
	Jan. AB & Mar. A	Mar. A to Aug. B
	Jan. ABC	Jan. C to Aug. B
Aug. 10 - 21 (12 days)	Jan. AB	Jan. AB to Aug. BC
	Jan. AB & Mar. A	Jan. AB to Aug. BC
	Jan. ABC	Jan. AB or BC to Aug. BC

   b. A pilot may use personal vacation days (PVD's) to cover military duty provided the total number of PVD's used, whether for military duty or not, is in compliance with the provisions of this Agreement. The pilot's vacation bank will be increased by the number of PVD's used times the daily conversion rate.

   c. For a military leave involving four (4) or more entire contractual months, current fiscal year vacation and vacation accrued but not yet credited will be

paid at the beginning of such leave, unless the pilot requests not to be paid for such vacation. In no case may a pilot defer vacation into the next vacation fiscal year.

d. A pilot who has vacation days remaining but no hours in the vacation bank may still move vacation days to coincide with military duty.

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~~For line construction purposes, ~~A~~a regular pilot shall have each day of military leave credited at a rate of two hours and forty-five minutes (2:45) per day towards his monthly line credit, with a corresponding reduction in his pay projection (PPROJ). At the pilot's option, any or all of these days may be changed to uncredited days.

~~b.~~c. A reserve pilot may elect to move DFPs such that they cover the military leave days. In such case, remaining DFPs may be moved to alleviate any potential illegalities. If the pilot elects not to cover all or part of the military days with DFP's ~~. In this case, the reserve~~such pilot's guarantee will be reduced by three hours and fifty minutes (3:50) for each day the reserve pilot is unavailable.~~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 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)~~

~~(6) 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 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.~~

~~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~~ Subsequent to the bid closing date, the guarantee of a ~~reserve or~~ regularly scheduled pilot will be reduced ~~for~~ to the greater of the pilot's pay projection (PPROJ) minus the scheduled value of the trip sequence dropped, or the pilot's adjusted guarantee minus the scheduled value of the trip sequence dropped.~~each day of absence due to such leave in accordance with Section 5.D~~. Any such time lost shall be treated as unpaid and uncredited, enabling the pilot to make up the lost time. ~~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 credited, unpaid. A regularly scheduled pilot who has complied with Notice and Verification provisions above will be eligible to make up the time lost.~~

~~10.~~9. Bid Status Following Military Duty.

a. For a leave which does not exceed three (3) entire contractual months, upon the pilot's return to active flying duty with the Company, reinstatement will normally be to the same bid status the pilot held before the leave.

(1) A pilot with a different bid status pending at the time a military leave begins will assume the new bid status at the end of the leave if the effective date of the new bid status coincides with or is before the end of the leave.

(2) For a pilot being withheld from a bid status at the beginning of a military leave, the Company may continue to withhold the pilot in accordance with the AA/APA Basic Agreement and the pilot will assume the same bid status held before the leave, or the pilot may be awarded the withheld bid status. In all cases, the period of the leave will be included in determining the maximum duration of a pilot's withholding, as provided in the AA/APA Basic Agreement.

(3) During such leave, a pilot's bid and displacement preferences will be processed. Thus, the pilot may be awarded a different bid status during the military leave. At the end of the leave, a pilot will assume the bid status held before the leave, or be awarded the new bid status, depending on the effective date of the new status.

(4) A pilot's lock-in and deferral of upgrade will continue to run during such a leave.

b. During a military leave involving four (4) or more entire contractual months, a pilot's bid and displacement preferences will not be processed. Upon the pilot's return to active flying duty with the Company, the pilot will assume a bid status in accordance with the following:

(1) A pilot returning from a leave who does not have a lock-in should, if possible, give the Company a minimum of forty-five (45) days notice of the bid status to which the pilot is entitled by seniority including reinstatement or entitlement rights. Any lock-in incurred will be in accordance with this Agreement.

(2) A pilot's lock in will run during the leave.

(3) If a pilot's lock-in has not been fulfilled, when the pilot returns to active flying duty with the Company, the pilot will assume the bid status to which the lock-in applies.

(4) A pilot returning from a leave who does not have a lock-in will assume a bid status to which the pilot is entitled by seniority, and any lock-in incurred will be in accordance with the AA/APA Basic Agreement.

(5) Deferral of upgrade will continue to run during such a leave, if the deferral began before the leave. If the deferral did not begin before the leave, the pilot may elect to begin the deferral following the leave.

(6) In order to assure that a pilot has the requisite experience for the bid status awarded following a leave, the Company may require training and flying at the same base and in the same equipment but in a different category than the bid status awarded. In such case, the pilot will be paid as if withheld from the bid status which is awarded.

(7) A pilot returning from a leave will be returned to payroll the earlier of such pilot's actual training start date or thirty (30) days from the date the pilot notifies the Company of his availability for training. In no case shall a pilot be returned to payroll earlier than such pilot's actual date of availability for training.

~~11.~~10. 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 on the first day 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.

F. Duty with the Association

A pilot covered by this Agreement, who is providing service for the Association on a full time basis, shall be granted a leave of absence for the duration of such tour of duty provided that the number of pilots on such leaves shall not at any time exceed three (3) in number. A pilot, who is granted any such leave of absence, shall continue to accrue seniority and length of service for pay purposes. Such a pilot will continue to participate in the Pilot Retirement Plan and the Company Group Insurance Plan, subject to provisions and regulations of said Plans. The Association shall reimburse the Company for the cost thereof. A pilot returning to active service with the Company, from a full time tour of duty with the Association, shall assume a bid status to which entitled by seniority. In lieu of a full time leave of absence, such pilot may elect to remain on the Company's payroll, in which case the Association will reimburse the Company for all items such as salary, pensions, insurance, sick time and vacations.

G. Physical Fitness

Any dispute arising under this Section concerning physical fitness of any pilot shall be settled in accordance with the provisions of Section 20 of this Agreement.

H. Furlough While On Leave

Pilots on leave of absence whose seniority is such that they would have been furloughed had they not been on leave of absence shall be promptly notified that their rights under the Agreement have been changed to those of furloughed pilots. If there is a subsequent expansion in service, such pilots, if seniority warrants, shall again revert to leave of absence status with accompanying rights, and shall be so notified.