

ARTICLE 19 - LEAVES OF ABSENCE

A. LEAVES OF ABSENCE - GENERAL

1. **Leave Time Maximum.** When the requirements of the service permit, a Flight Attendant may, upon proper application to the Company, be granted a leave of absence for a period not in excess of three hundred sixty-five (365) days, the sole exception being Educational Leaves of Absence. The Company will notify the APFA on a monthly basis (via email) of proffered leaves awarded for longer than sixteen (16) days duration.

2. **Length of a Leave.** In the case of a leave other than an Educational Leave, additional leave time may be granted at the request of the Flight Attendant in accordance with the provisions of 19.A. Requests for leaves of absence or extensions thereof and approval by the Company shall be in writing.

3. **Seniority Accrual.** A Flight Attendant granted a leave of absence (including a probationary Flight Attendant) shall retain and accrue seniority during the first one hundred eighty (180) days of such leave of absence. For leaves in excess of said one hundred eighty (180) days, seniority shall be retained but not accrued except where leave of absence has been granted because of sickness or injury, in which case seniority shall accrue during the entire period encompassed by the leave, except that in no case shall a leave for sickness or injury exceed a total continuous period of five (5) years.

4. **Extending a Leave.** The Company will permit a Flight Attendant to submit a request(s) for an extension(s) of a leave of absence at the time s/he initially requests the leave. In such event, however, the Flight Attendant must personally determine prior to the end of the leave granted him/her whether the extension has been approved, and s/he remains obligated to be available for duty following her/his leave if the extension has not been approved.

5. Bid Leaves In Excess of One (1) Month - Proffered Leaves

a. Leaves of absence covering a specified number of contractual months, may be proffered to Flight Attendants at a base. Proffers may be posted for an obligation period between a minimum of three (3) contractual months to a maximum of twelve (12) contractual months.

b. Awarding of such proffers will be made in accordance with seniority, as provided in Article 13 of the Basic Agreement and International Supplement, to the extent of the number of leaves of absence required by the Company. Results of the leaves of absence proffers will be published upon completion of the awards.

c. Once awarded, all or any number of leaves of absence at a base may be temporarily canceled, returning a Flight Attendant on leave to full time status in a given month due to the requirements of the service. Notification of cancellation of leaves of absence shall be made to the individual Flight Attendant in the most expeditious and appropriate manner.

d. A Flight Attendant holding a specific qualification may be denied a leave of absence proffer if the requirements of the service require the use of such qualification on a full time basis. Denials of Flight Attendants holding such qualifications shall be made in reverse order of seniority.

B. SPECIAL ASSIGNMENTS

1. A Flight Attendant on a special assignment related to Flight Service shall continue to retain and accrue seniority for the duration of the special assignment.

2. In the event the Company wishes to select a Flight Attendant for a publicity/promotional assignment which exceeds the time limits, as stated in B.1. above, the Flight Attendant shall accrue

seniority for ninety (90) days and retain thereafter. In the event that a political organization contracts to lease aircraft and crews for political charters, the Flight Attendant assigned to such charter flying shall accrue seniority for one hundred eighty (180) days and retain thereafter.

C. UNION LEAVES

A Flight Attendant accepting an official position with the Union shall be granted a leave of absence by the Company for a period of up to four (4) years which may be extended at the request of the Union so long as this Union remains the exclusive bargaining agent for the employees covered under this Agreement. A Flight Attendant granted leave under this paragraph shall continue to accrue seniority and shall return to duty subject to paragraph J. of this Article.

D. COMPELLING REASON FOR A PERSONAL LEAVE: ADOPTION

The Company will consider adoption as a compelling reason for the granting of personal leaves of absence, to a maximum of six (6) months in duration, provided that the request for such leave be made in writing stating the purpose of the leave and be accompanied by a letter from the adoption agency documenting the agency's requirement that a parent take a leave from work during a specified period of adjustment. Should an agency not be involved in the adoption, the parent requesting such leave must provide the Company with a certified copy of a Court Order of Adoption.

E. COMPELLING REASON FOR A PERSONAL LEAVE: MATERNITY

1. The Company may consider pregnancy, childbirth, and related conditions as compelling reasons for the granting of a personal leave, the needs of the service permitting, as specified in Article 26.

2. Voluntary termination of pregnancy shall also be considered a compelling reason for a personal leave.

F. COMPELLING REASON FOR SICK LEAVE: MENTAL HEALTH

A Flight Attendant with a chemical dependency or mental health problem, or a medical problem resulting from medications prescribed in connection with medical treatment, which has been verified by procedures established by the Company's Medical Department, may be granted a leave of absence for such problem. Failure of the Flight Attendant to notify the Company's Medical Department, of a known chemical dependency or mental health problem, or of a medical problem resulting from medications prescribed in conjunction with medical treatment, or to follow verification procedures and a program of treatment and aftercare approved by the Company's Medical Department, shall be cause for termination of employment.

G. EDUCATIONAL LEAVES OF ABSENCE

1. A Flight Attendant may, upon proper application to the Company, be granted an Educational Leave of Absence. A Flight Attendant granted such leave shall be required to submit verification of enrollment at an accredited college or university, or registration in a Company approved course of study which will benefit the Flight Attendant within her/his current position or further career with American Airlines, within seven (7) days after registration.

2. The length of such leave shall be for not less than one (1) school or course term, e.g., semester, quarter or trimester, whichever is applicable, but in no case shall such leave exceed a total continuous period of two hundred seventy (270) calendar days. An Educational Leave shall not commence until after Labor Day weekend and will not be extended beyond the sixth (6th) of June of any given year.

3. Educational Leaves will be granted in order of Flight Attendant seniority at the base station, taking into consideration the requirements of the Company.

4. A Flight Attendant will be allowed to terminate the Educational Leave and return to flight status at any time during such leave within thirty (30) days' written notice to the Company. Such Flight Attendant will be returned to flight status at the earliest date practicable within the thirty (30) day period unless such Flight Attendant has been granted another approved leave of absence, if applicable. Leaves that have been granted shall not be cancelled by the Company, except in an emergency (as defined by the Company).

5. In the event an enrollment or course of study is completed or otherwise ceases prior to the original planned expiration of an Educational Leave, a Flight Attendant will provide a written notice of such to the Company within seven (7) days of completion or cessation. In such event, the Educational Leave will terminate and the Company will arrange for the Flight Attendant to return to flight status within thirty (30) days of the Company's receipt of such notice, unless such Flight Attendant has been granted another approved leave of absence, if applicable.

6. Except as provided in paragraph 7. below, a Flight Attendant granted an Educational Leave shall retain and continue to accrue seniority during the first one hundred eighty (180) days of such leave. For Educational Leaves in excess of one hundred eighty (180) days, seniority shall be retained but not accrued.

7. Upon expiration or termination of the Educational Leave, a Flight Attendant will provide proof of course completion or continued enrollment/attendance for the period of the leave.

a. Should a Flight Attendant fail to provide such proof within thirty (30) days, s/he will not accrue occupational seniority for the period of Educational Leave.

b. Should a Flight Attendant terminate or otherwise cease enrollment in the educational course of study prior to the completion of the course of study, such Flight Attendant will accrue occupational seniority for the portion of the original Educational Leave period for which the Flight Attendant provides proof of continued enrollment/attendance.

8. For purposes of monthly trip selection bidding, a Flight Attendant returning from an Educational Leave will follow the same procedures as defined for the return from other unpaid leaves of absence.

9. Educational Leaves of Absence will not be offered in lieu of leaves as provided in Article 16 or prior to invoking the provisions of Article 16.

H. MILITARY LEAVE

1. Upon proper written application, a Flight Attendant shall be granted a Military Leave of Absence, as provided by the Veterans' Reemployment statutes. Such leave of absence shall not exceed five (5) years unless otherwise required by law.

2. A Flight Attendant who is accepted and enters into duty in the service of the United States Armed Forces shall be granted time off without pay and shall continue to accrue and retain all seniority during the period in which he/she is on Armed Forces duty.

3. A Flight Attendant who is accepted into the services of the United States Armed Forces shall be granted time off without pay for required training and shall continue to accrue and retain all seniority for such time.

4. In no case shall a Flight Attendant accrue any greater seniority nor shall her/his relative seniority position be greater than it would have been had s/he not entered military service.

I. RETURN FROM A LEAVE

Upon returning from an authorized leave of absence or extension thereof, a Flight Attendant shall be permitted to return to her/his former base station. In the event the former base station no longer exists, s/he shall be permitted to displace the most junior Flight Attendant in the system, subject to a reasonable qualifying period and provided that s/he meets the basic requirements of all other Flight Attendants.

J. EMPLOYMENT WHILE ON LEAVE

Flight Attendants who engage in gainful employment for someone other than the Company while on leave of absence must obtain prior written permission from the Company.

K. BEREAVEMENT/PERSONAL EMERGENCY LEAVE ¹

1. Applicability. Within thirty (30) days of a death in her/his immediate family, a Flight Attendant will be granted Bereavement/Personal Emergency Leave up to a maximum of three (3) days with pay. A regularly scheduled Flight Attendant granted a Bereavement (BR) day for a trip sequence consisting of a single on-duty period (turnaround) will be charged only one (1) Bereavement day for such trip sequence. Immediate family shall include mother, father, grandmother, grandfather, step-mother, step-father, spouse, son, daughter, step/or natural sister and/or brother, mother-in-law, father-in-law, the Flight Attendant's grandchildren, or relative who actually resides with the Flight Attendant. Bereavement/Personal Emergency Leave will also be granted in the event of death of any member of the employee's household residing at the same address, including a domestic partner. Bereavement/Personal Emergency Leave will also apply to the death of a parent(s) of such domestic partner. Flight Service Administrative Procedures will be updated to include supervisory discretion in unique circumstances.

2. Death of Legal Guardian. These provisions shall also apply in the event of the death of a legal guardian. A legal guardian is a person designated by a Court to act as the guardian of an employee who s/he has raised from early childhood.

3. Use of a Single Personal Vacation Day in Conjunction with Bereavement Trip Removal. A Flight Attendant may use a single Personal Vacation Day (PVD), if available, in conjunction with a BR trip removal to allow full pay for the trip. Such use of a PVD is allowed only in the case of a four (4) day trip removal or the last day of consecutive two (2) day trips removed for BR. This PVD will be awarded regardless of manning.

4. Use of Personal Vacation Days to Extend Leave. Should a Flight Attendant have a need to extend the time permitted for the Bereavement/Personal Emergency Leave, the Company will grant the use of up to six (6) Personal Vacation Days (PVDs), as provided in Article 6, paragraph N of this Agreement to be used within sixty (60) days of the death. These PVDs will be awarded regardless of manning.

5. Pass Benefits. The Company will provide pass benefits in accordance with American Airlines Regulations.