

AA [Signature]  
Date 12/17/01

APFA [Signature]  
Date 12-17-01

**AGREEMENT ON SENIORITY INTEGRATION  
AND RELATED MATTERS**  
**Between**  
**AMERICAN AIRLINES, INC.**  
**And**  
**ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS**  
**Representing**  
**THE FLIGHT ATTENDANTS OF AMERICAN AIRLINES, INC.**

This Agreement on Seniority Integration and Related Matters (hereinafter referred to as "this Agreement") is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between American Airlines, Inc. (hereinafter sometimes referred to as "American" or "AA"), and the Association of Professional Flight Attendants (hereinafter sometimes referred to as "APFA"), as representative of Flight Attendants in the employ of American Airlines.

American and APFA recognize that it is in their mutual interest to achieve the integration of American and TWA-LLC, an affiliate of American, into a single competitive transportation entity, and, after negotiations, have agreed to the following provisions.

**I. General**

A. As long as APFA is not the bargaining representative of the flight attendants employed by TWA Airlines LLC (hereinafter referred to as "TWA-LLC"), nothing in this Agreement is intended to change the terms and conditions of employment at TWA-LLC, absent concurrence of the TWA-LLC flight attendants' bargaining representative.

B. Effective upon the date that APFA becomes the bargaining representative of the flight attendants employed by or performing flight attendant services for TWA-LLC, the terms and conditions of the current AA-APFA collective bargaining agreement (hereinafter referred to as "the CBA") shall be fully applicable to such flight attendants, except as otherwise provided for in this Agreement, or in any applicable subsequent agreement between AA and APFA.

**II. Definitions**

A. The term "American Airlines-APFA collective bargaining agreement" (or "the CBA") refers to the Agreement between American and APFA, including all Supplements, Appendices and Letters of Agreement, that were effective on September 12, 2001 or that became effective subsequent to September 12, 2001.

B. The terms "American Airlines Flight Attendants" and "AA Flight Attendants" are used interchangeably herein and, as used herein, shall include all flight attendants whose names appear on the American Airlines Flight Attendant System Seniority List.

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C. The term "TWA-LLC Flight Attendants," as used herein, shall mean those Flight Attendants in the service of TWA-LLC whose names appear on the TWA-LLC flight attendant System Seniority List on or after April 10, 2001.

D. The term "Single Transportation System Declaration," shall refer to the date on which TWA-LLC and American are declared to be a single transportation system for labor relations purposes by the National Mediation Board.

E. The term "TWA-LLC Occupational Seniority Date," shall refer to the on line (bidding) seniority date at TWA-LLC of a flight attendant, which in no event shall be an earlier date than the bidding seniority date that such flight attendant had at TWA on April 9, 2001.

F. The term "TWA," shall refer to the air carrier predecessor to TWA-LLC.

### III. Seniority

A. The TWA-LLC Flight Attendants shall receive an occupational seniority date at American of April 10, 2001, except that any TWA-LLC Flight Attendant who did not complete training and commence line flying on or before April 9, 2001, shall receive as an occupational seniority at American date 12/17/01 [the date on which this Agreement is signed], or such later date on which the flight attendant is placed on TWA-LLC's payroll on flight attendant status. *[Signatures]*

B. APFA agrees that, consistent with American's previously stated position, the TWA-LLC Flight Attendants shall receive credit at American for their years of service at TWA and TWA-LLC for purposes of determining their Classification seniority and Company seniority dates at American, provided that in no event shall either of these seniority dates be earlier than they were at TWA as of April 9, 2001.

C. AA Flight Attendants shall maintain their existing AA occupational, classification and Company seniority dates, except as otherwise provided for in this Agreement.

### IV. Terms and Conditions Determined Through a Bid and Award Process

Except as otherwise provided in this Agreement, AA occupational seniority shall be applicable for all purposes for which occupational seniority is applicable under the CBA.

### V. Combined Seniority List

A. APFA shall establish a combined system seniority list utilizing the occupational seniority dates as set forth in paragraph III of this Agreement and shall provide the list to AA. For purposes of the placement of the TWA-LLC flight attendants on the combined seniority list, the relative placement of the TWA-LLC flight attendants to each other shall not be altered. This list shall be implemented by AA effective the earlier of: (1) the first day of the calendar month

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immediately following the date on which the first TWA-LLC flight attendant works in an inflight cabin position at American; or (2) December 31, 2002.

B. AA shall make available (in hard copy or on the internet in a format that can be downloaded and printed) a copy of the combined seniority list to all flight attendants on the combined list.

C. Upon implementation of the combined seniority list, the occupational seniority dates included in the list shall be used for all purposes for which occupational seniority is applicable under the AA-APFA collective bargaining agreement, except as otherwise provided in this Agreement. This shall include, among other things, the order of furlough (which shall be by inverse system seniority order) and recall (which shall be by system seniority order among the flight attendants on furlough at the time of a recall). Upon implementation of the combined seniority list, AA will assure that any flight attendants on furlough will be the junior most flight attendants, by occupational seniority date, on the combined seniority list.

D. In the event there are any vacancies at AA or TWA-LLC prior to implementation of a combined seniority list, they will be filled by AA and/or TWA-LLC flight attendants on furlough status prior to any hiring of new flight attendants.

#### VI. Seniority at St. Louis Flight Attendant Bases

A flight attendant who was employed by TWA as a flight attendant as of April 9, 2001, **and** who was continuously employed by or conducting flights for TWA-LLC and based at a TWA-LLC base from April 10, 2001 until the Single Transportation System Declaration, **and** who thereafter remains continuously based at a St. Louis base will be permitted to use her/his TWA-LLC occupational seniority date at a St. Louis base for bidding purposes determined by occupational seniority.

#### VII. Limitations on TWA-LLC Operations

A. TWA-LLC Flight Service Operations will terminate no later than January 1, 2006, with the sole exception that aircraft maintained under the TWA-LLC maintenance certificate may continue to operate beyond this date.

B. No new fleet types may be entered into service in the TWA-LLC Operation. Aircraft may be replaced in TWA-LLC on a one-for-one basis with any other aircraft type in the TWA-LLC fleet (e.g., a B717 can be replaced with a B757).

C. No new flight attendant base may be created by TWA-LLC or to conduct flight operations at TWA-LLC.

D. During the existence of TWA-LLC Operations, each of the following shall apply:

1. The number of flight attendants based at St. Louis International may not exceed 11.29% of the combined number of flight attendants based at AA's IOR and IDF bases.

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2. The number of flight attendants based at St. Louis Domestic may not exceed 52.14% of the combined number of flight attendants based at AA's ORD and DFW bases.

3. AA will be considered to be in compliance with the limitations set forth in paragraphs VII.D.1. and/or VII.D.2. if the percentage of flight attendants based at the particular base (St. Louis International or St. Louis Domestic) does not exceed the specified percentage limitation by more than 3% (e.g., if the percentage of flight attendants based at St. Louis Domestic does not exceed 55.14% of the combined number of flight attendants based at AA's ORD and DFW bases).

VIII. Movement Between American and TWA-LLC During the Existence of TWA-LLC Operations Following Implementation of A Combined Seniority List

A. An AA flight attendant may transfer/proffer to fill a vacancy in and fly trips assigned to a St. Louis domicile in accordance with the provisions for transfer/proffer provided in the CBA in the event the opening has been offered for bidding by TWA-LLC flight attendants based at St. Louis Domestic who meet the criteria set forth in paragraph VI. of this Agreement and a vacancy remains after honoring the bids properly submitted by such TWA-LLC flight attendants. An AA flight attendant who transfers to a St. Louis base will be able to use her/his AA occupational seniority at such base for all purposes for which occupational seniority is applicable under the CBA.

B. A flight attendant who is able to use her/his TWA-LLC occupational seniority date as set forth in paragraph VI. may transfer/proffer to fill a vacancy in and fly trips assigned to an AA base at a location other than at St. Louis in accordance with the provisions for transfer/proffer provided in the CBA, utilizing the flight attendant's AA occupational seniority as provided under paragraph III of this Agreement, in the event the opening has been offered for bidding by all AA flight attendants **and** there are no AA flight attendants on furlough status.

1. Following transfer by a TWA-LLC flight attendant from a St. Louis base to an AA base at a location other than at St. Louis in accordance with paragraph VIII.B., the TWA-LLC flight attendant's AA occupational seniority, as provided under paragraph III of this Agreement, shall be applicable for all purposes for which occupational seniority applies under the AA-APFA collective bargaining agreement, except as provided in paragraph VIII.B.2.

2. The following terms will apply to a TWA-LLC flight attendant who transfers during the existence of TWA-LLC operations to an AA base at a location other than St. Louis and who thereafter during the existence of TWA-LLC operations transfers/proffers to fill a vacancy in and fly trips at a St. Louis base.

a. If the first such transfer/proffer back from an AA base to St. Louis has an effective date that is within two years following the effective date of the initial transfer from St. Louis to the AA base, the flight attendant will be able to use her/his TWA-LLC occupational seniority date for such transfer/proffer and at the St. Louis base for bidding purposes determined by occupational seniority as long as the flight attendant thereafter remains based at St. Louis,

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provided that this exception to paragraphs VIII.A. and VIII.B. and B.1. shall not apply during any period of time in which any AA flight attendants are on furlough status.

b. If the first transfer back to a St. Louis base does not have an effective date that is within two years following the effective date of the initial transfer from St. Louis to the AA base, the flight attendant will not be able to use her/his TWA-LLC occupational seniority rights for any purposes, including for transfer/proffer to a St. Louis base or for bidding purposes at a St. Louis base.

c. If, by application of paragraph VIII.B.2., the flight attendant is able to again use her/his TWA-LLC occupational seniority following an initial transfer back to a St. Louis base, the flight attendant will only be able to continue to use her/his TWA-LLC occupational seniority so long as she/he continues to be based at St. Louis.

#### IX. Furlough Length Of Service and Pay Adjustments

The occupational seniority of all American Airlines flight attendants furloughed on or after April 10, 2001 shall be adjusted to fully credit any periods of time while the flight attendants are or were on furlough status at American Airlines on or after April 10, 2001 if, and to the same extent, that any TWA-LLC flight attendants are credited for occupational seniority for any periods of furlough on or after April 10, 2001.

#### X. Additional Transition Matters

Additional transition matters will be the subject of subsequent agreement between AA and APFA.

#### XI. Remedies

A. Any dispute between APFA and American alleging a violation of this Agreement that has not been resolved by agreement between the President of the APFA and the Vice President of Employee Relations, or their designees, within fifteen (15) days following the date the grievance is provided to the other party, shall immediately thereafter be submitted to the American Airlines Flight Attendant System Board of Adjustment sitting with a neutral arbitrator and arbitrated on an expedited basis.

B. The System Board shall render a decision within ninety (90) days following submission of the dispute to the System Board.

C. The System Board shall retain jurisdiction over any remedial issues related to the dispute submitted to the System Board.

D. To the extent not inconsistent with this paragraph X of this Agreement, the procedures provided in Article 29 of the CBA will be applicable to such disputes.

AA W. H. Kelly  
Date 12/17/01

APFA JW  
Date 12-17-01

Agreed to this 12/17/01 day of

AMERICAN AIRLINES, INC.

ASSOCIATION OF PROFESSIONAL  
FLIGHT ATTENDANTS

By: W. H. Kelly

By: J. W. [Signature]  
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