

## SETTLEMENT AGREEMENT

entered into by and among  
AMERICAN AIRLINES, INC.

And

### ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS

This Settlement Agreement ("Agreement") is made and entered into by and between Association of Professional Flight Attendants ("APFA") and American Airlines, Inc. ("American"). APFA and American are jointly referred to as the "Parties."

**WHEREAS**, APFA filed the following grievances related to the performance of inflight Flight Attendant duties by members of management ("Grievances"):

- SS-129-2017-APFA-4
- SS-122-2017-PHL-60
- SS-287-2018-STL-1
- SS-87-2018-PHL-28
- SS-88-2018-PHL-33
- SS-10-2019-PHL-13
- SS-97-2018-PHL-38
- SS-127-2017-CLT-73

**WHEREAS**, APFA contended that members of management performing Flight Attendant duties inflight violates the Joint Collective Bargaining Agreement ("JCBA");

**WHEREAS**, American disagrees with the claims contained in the Grievances and has denied the same;

**WHEREAS**, the Parties agreed to attend non-binding mediation with a neutral mediator on January 27, 2020 and, as a result agreed to the Terms of Agreement Regarding Management Flying;

**WHEREAS**, to avoid further controversy, the Parties have agreed to fully settle any and all claims and disputed issues relating to the subject matter of the Grievances, without admission of any fault or liability;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Members of management who are not on the American Airlines Flight Attendant System Seniority List will not perform Flight Attendant duties.

2. Managers in the Flight Service Department and Related Flight Service Duties, e.g., Food & Beverage, Training, etc., who are on the American Airlines Flight Attendant System Seniority List ("Managers") may only perform Flight Attendant duties inflight as follows:

- Managers may each fly a maximum of 18 calendar days per calendar year;

- Managers may each fly a maximum of two International Premium Destination trips in a calendar year (such trips will count toward the 18 calendar day maximum);
  - Managers must initiate trips from their assigned base, except for headquarter-based Managers, who can fly trips from their crew base of record; and
  - Managers must fly the full sequence each time a Manager buys a trip from a Flight Attendant.
  - When a Manager buys a trip, the Manager shall act as a member of the Flight Attendant crew for the duration of the trip. The Manager shall not evaluate, discipline, or otherwise supervise Flight Attendants on the crew for the duration of the trip.
  - In order to perform Flight Attendant duties inflight, Managers must buy trips from Flight Attendants. Managers will make offers to buy trips from Flight Attendants two calendar days prior to the trip origination date in seniority order. Managers will contact Flight Attendants at their primary telephone number. If the Flight Attendant has provided a secondary contact number, the Manager shall also call that number. Managers will first contact the most senior Flight Attendant on the crew. If the most senior Flight Attendant on the crew does not answer the Manager's call(s), the Manager will leave a message, and the Flight Attendant will have three hours from the time of the last call to return the call and accept the offer by positive contact (specifically, the Manager and Flight Attendant must speak directly). If the most senior Flight Attendant does not answer the Manager's call(s), the Manager will leave a message and then call the second most senior Flight Attendant on the crew for the trip. If the second most senior Flight Attendant does not answer the call(s), the Manager will leave a message, and the Flight Attendant will have three hours from the time of the last call to return the call and accept the offer by positive contact. If both the most senior Flight Attendant and the second most senior Flight Attendant accept the Manager's offer to buy the trip during the applicable three-hour window, the Manager will buy the trip from the most senior Flight Attendant. If neither Flight Attendant accepts during the applicable three-hour window, the Manager will proceed to contact the third and fourth most senior Flight Attendants in this manner, and so on. If no Flight Attendant on the trip accepts the Manager's offer to buy the trip, the Manager may select a different trip.
  - If a Manager buys a trip from a Flight Attendant, the Flight Attendant will receive full pay and credit for the trip. The Flight Attendant may pick up another trip on TTS or UBL, subject to the TTS maximum, without regard to the footprint of the original trip.
3. Each April, July, October and January, American will provide APFA a report showing trips flown under this Agreement in the preceding quarter. The quarterly reports will list each trip flown, each Manager's name who has flown a trip, dates of the flown sequence, name of the Flight Attendant replaced, and the yearly total calendar days flown for each listed Manager.
  4. The Parties agree to review and resolve individual grievance SS-170-2018-PHL-32.
  5. APFA hereby withdraws the Grievances and all similar claims, grievances, or charges related to the performance of inflight Flight Attendant duties by members of management, whether known or unknown, with prejudice.
  6. This Agreement applies to en route Flight Attendant duties only, and excludes cases of operational necessity. This Agreement does not constitute a waiver of either party's position


regarding any other disputes, including, but not limited to, boarding disputes. This settlement is non-precedential and non-referable with respect to other disputes.

7. This Agreement shall become effective immediately upon execution by American and APFA and shall supersede the Terms of Agreement Regarding Management Flying.

8. The terms and conditions of the Joint Collective Bargaining Agreement and all other agreements between the parties remain in full force and effect.

9. This Settlement Agreement is the entire agreement regarding the subject matter of the Grievances, and there are no other effective agreements or understandings between the Parties related to the Grievances.

Accepted and Agreed to:



Liz Geiss  
National Vice-President  
APFA

2-12-20  
Date



Cindi Simone  
MD Labor Relations  
American Airlines

2-12-20  
Date