

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 numerous grievances related to the Company’s payment for vacation days used when a flight attendant uses FMLA caregiver leave, including but not limited to the following (“Grievances”):

- SS-260-2018-PHL-74 Coulp
- SS-261-2018-PHL-75 Kaswinkel
- SS-270-2018-PHL-73 Thunell-Williams
- SS-9-2019-PHL-4 Thunell-Williams
- SS-93-2019-CLT-54 Hazelwood, et al.
- SS-11-2019-PHL-2 Kaswinkel
- SS-13-2020-APFA-1 FMLA Caregiver Leave

WHEREAS, APFA contends that the Company has violated Section 8.B.1 of the Joint Collective Bargaining Agreement by not paying flight attendants at the rate of 4:00 per day for a previously bid for and awarded 7 days or greater block of vacation when that block is subsequently broken into less than 7 days to cover FMLA caregiver leave as required by Company policy;

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

WHEREAS, to avoid further controversy and in the spirit of mutual cooperation, 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 by either party.

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

- As indicated in Section 25.F.2 of the JCBA, while on FMLA the use of vacation while caring for a family member will be in accordance with Company policy. The parties agree that, should the Company policy with respect to requiring use of vacation for FMLA caregiver leave change to no longer require the use of vacation, the terms of this settlement will no longer be applicable.
- At the time of the request for FMLA Caregiver leave, a flight attendant must use one of the following but shall elect which of the following vacation day(s) options to cover FMLA caregiver leave:
 - Use Filler days, unscheduled vacation days, or any days from a vacation block of less than 7 days to cover each day of FMLA Caregiver leave;
 - Use days from a vacation block of 7 days or greater. The flight attendant shall select which block of 7 days or greater will be used for FMLA caregiver leave. For purposes of this option, the parties agree that, when a vacation block of 7 days or greater is broken into less than 7 days to accommodate a flight attendant’s FMLA caregiver leave, the days used to cover the FMLA caregiver leave and the remaining days from the original block of

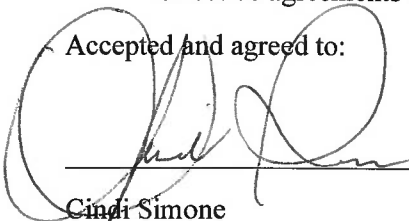
vacation days will be valued at 3:30 per day. The remaining vacation days from the block will remain as scheduled and will be paid at the rate of 3:30 at the time of usage. In the event the FMLA caregiver leave does not reduce a flight attendant's vacation block to less than 7 days, the remaining 7 day or greater block will still be paid at 4:00 at the time of usage but the days removed from the block to cover FMLA caregiver leave will be paid at 3:30 at the time of usage; or

- As an exception to the above, if the flight attendant **only has a block(s) of 7 or more days** remaining, at the flight attendant's option, an entire vacation block of 7 or more days may be designated for use associated with the FMLA caregiver leave and then, upon the completion of the month, the entire vacation block will be paid out to the flight attendant at 4:00. Upon election of this option by the flight attendant, the vacation (as pay and credit at 3:30 per day) will be designated for the FMLA days. After the completion of the month, the entire vacation block of 7 days or greater — comprised of the FMLA days already designated and the remaining unused days from the vacation block that was reduced to less than 7 days — will be paid at 4:00 per day (i.e., the vacation days applied to FMLA caregiver leave days that were originally designated as 3:30 pay and credit will be converted to 4:00 pay and credit and the remaining unused days that were part of the original vacation block will be canceled and paid out at 4:00 pay-no-credit). A flight attendant electing this option will only be charged FMLA for the days used for FMLA caregiver leave.

Example: A flight attendant applies to use FMLA for caregiver leave on November 27 and 28. The only vacation block remaining is a 7-day block (January 7-13). 2 days will be pulled from January 7-13 and placed on November 27 and 28 and designated as pay and credit (3:30). At the end of the month the remaining 5 days of vacation from January will be canceled and the entire block (including the two days designated for November 27 and 28) will be converted and paid at the 4:00 rate. Two days of FMLA will be designated as used from the flight attendant's available FMLA bank.

- The Parties additionally agree that, should the daily rate of pay for vacation days change in the JCBA, the above guidelines will be adjusted to reflect the new rates contained within the JCBA.
- Upon execution of this Settlement Agreement, the grievances identified above, are hereby deemed withdrawn with prejudice. This includes all similar claims, grievances, or charges related to the pay rate of vacation days used for FMLA caregiver leave, whether known or unknown. However, this does not preclude either party from filing a subsequent claim, grievance, or charge related to the enforcement, application, or compliance of this Settlement Agreement.
- The terms and conditions of the Joint Collective Bargaining Agreement and all other agreements between the Parties remain in full force and effect.
- This Settlement Agreement is the entire agreement regarding the Grievances, and there are no other effective agreements or understandings between the Parties related to the Grievances.

Accepted and agreed to:



Cindi Simone
MD, Labor Relations
American Airlines, Inc.

Date: December 2, 2022



Julie Hedrick
National President

APFA
Date: 12/02/2022