## SETTLEMENT AGREEMENT SS-90-2018-APFA-4 and Related Grievances/Allegations

This document ("Settlement") will confirm the settlement of the above-referenced dispute between the Association of Professional Flight Attendants ("APFA") and American Airlines, Inc. ("the Company") (collectively, the "Parties").

**WHEREAS**, the APFA filed Grievance No. SS-90-2018-APFA-4 and brought forth similar allegations (collectively, the "Grievances") asserting the Company violated Sections 11.M and 14.F of the Joint Collective Bargaining Agreement ("JCBA");

**WHEREAS**, the Parties have compiled a list of all persons complaining about particular incidents in any of the Grievances and identified those persons as "Affected Flight Attendants" in Attachment A;

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

**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) Flight attendants are required to be on board and ready to receive passengers by the time provided for in Sections 11.M and 14.F. Any deviation from the time provided for in Sections 11.M and 14.F requires affirmative agreement of the #1 flight attendant.
- 2) The Company will issue a communication to Flight Service and Customer Care managers, gate agents, flight attendants and pilots that:
  - a) reinforces with team members that pre-flight departure dependability briefings are mandatory; and
  - b) reviews the required discussions for pre-flight departure dependability briefings, including, the requirement that team members discuss the time by which flight attendants will be ready to receive passengers, which time will comply with the provisions of Paragraph 1 above; and
  - c) reinforces that gate agents should not send passengers to cross the threshold of the aircraft prior to the time by which flight attendants will be ready to receive passengers, which time will comply with the provisions of Paragraph 1 above. The Company will provide the APFA with a copy of the communication prior to implementation and allow the APFA to provide feedback for the Company's consideration.
- 3) To each Affected Flight Attendant identified in Attachment A who alleged boarding occurred prior to the times in Sections 11.M and 14.F, the Company will issue a onetime payment of an amount of 15 minutes of flight pay to each flight attendant on a

- flight in which the boarding allegedly began prior to the times in Sections 11.M and 14.F. Such payments will be paid at the JCBA rate applicable on the date of payment.
- 4) The APFA hereby withdraws with prejudice the Grievances and any and all similar claims, grievances, or charges—whether known or unknown—related to passengers allegedly entering the aircraft prior to the earlier of a flight attendant indicating the crew was on board and ready to receive customers or the times provided for in 11.M and 14.F. The APFA reserves the right to file grievances over future instances of passengers entering the aircraft prior to the time agreed upon, including to enforce this Settlement.
- 5) If the APFA identifies particular locations where there are systematic issues with passengers boarding prior to the agreed upon times as detailed in this Settlement, the Company agrees to meet with the APFA to discuss, and to take prompt action to secure adherence to the provisions of this Settlement.
- 6) The terms and conditions of the JCBA shall remain in full force and effect.
- 7) This Settlement 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.

10/3/2

Julie Hedrick
National President
Association of Professional

Flight Attendants

10/3/21

Cindi Simone MD Labor Relations American Airlines, Inc.