## SETTLEMENT AGREEMENT

## SS-132-2022-APFA-1

American Airlines, Inc., ("Company") and the Association of Professional Flight Attendants ("APFA") (collectively referred to as "the Parties"), have engaged in extensive discussions and, while still preserving their respective positions, hereby agree to resolve the above referenced Presidential Grievance pursuant to the terms contained within this settlement agreement ("Agreement"). Based upon the facts and circumstances relevant to this matter, the Parties agree that the following terms and conditions are a reasonable and equitable method for resolving this dispute:

- 1. A Flight Attendant that holds and flies a carryover sequence which subsequently becomes a changeover sequence that is eligible for pay protection pursuant to Section 10.J.2.b. of the JCBA will be pay protected to the value of the original sequence's scheduled hours at the time of assignment pursuant to Section 10.J.2.b and 10.J.10 of the JCBA and subject to the limitations set forth in Paragraphs 4-6 of this Agreement. As an exception to the requirement to hold and fly the carryover sequence which subsequently becomes a changeover sequence, a flight attendant that holds the qualifying changeover sequence but is removed pursuant to another provision of the JCBA that requires pay protection (e.g. last sequence of the month, illegal through no fault), will be pay protected based on the value of the original carryover sequence.
- 2. A Flight Attendant that holds a carryover sequence which subsequently becomes a changeover sequence shall not be required to accept such sequence pursuant to Section 10.J.2.b of the JCBA. If electing not to accept the changeover sequence, the Flight Attendant shall forfeit all applicable pay protection for the changeover sequence and all line guarantees associated with that release. The Flight Attendant must notify Crew Scheduling of their election to drop the changeover sequence by no later than 1100 DFW on the 15<sup>th</sup> of the calendar month for which the trip originates.
- 3. For purposes of this Agreement only, a changeover sequence is defined as a replacement sequence that is placed on a Flight Attendant's line, no later than the 10th of the calendar month in which the trip originates, and alters, modifies, or deviates from the originally awarded or assigned carryover sequence in any manner, except as expressly permitted by Section 10.J.1.e of the JCBA. Only the Flight Attendant that held the sequence at the time the changeover sequence replaced the carryover sequence is entitled to the pay protections provided by this Agreement.
- 4. Pursuant to Section 10.V.4 of the JCBA, the Parties agree that the pay protections subject to this Agreement also include the applicable premiums. However, to permit the Company the necessary time to address programming limitations associated with paying premiums for changeover sequences subject to this Agreement, the Company shall not be required to calculate the pay protection for the applicable premiums in accordance with 10.V.4 (i.e. the value of the premiums in the original carryover sequence). In lieu of the requirement to do

the proper premium calculations for all changeover sequences subject to this Agreement, the Company shall pay the following lump sum amounts for each applicable premium that is associated with a changeover sequence that was modified or altered from the original carryover sequence value (sequence at the time of assignment) for a loss of 1:00 hour or more that occurred after flying the new changeover sequence in actual operations. This lump sum will be paid on a trip basis, regardless of number of hours lost.

Premium	JCBA Section	Lump Sum
Speaker	3.I.1	\$6.00
Purser	3.C	\$22.50
Lead	3.C	\$15.00
Galley	3.C	\$3.00
Aft	3.C	\$3.00
IPD	3.F.3	\$11.25
NIPD	3.F.2	\$9.00

- 5. The Parties agree that the Flight Attendant will be entitled to the lump sum amount for each premium that is applicable to their qualifying changeover sequence regardless of aircraft, and so long as one of the legs of the original carryover sequence qualified for the premium. The premium lump sum amount for Purser, Lead, Galley and Aft will be paid the same regardless of whether the sequence premium would normally fall under Domestic or International in accordance with Section 3.C of the JCBA.
- 6. The Company agrees that it will make a good faith effort to complete the necessary programming associated with the pay protection of premiums. The Company also agrees that upon completion of the programming it will pay protect all changeover sequences subject to this Agreement, to include the proper calculation of all applicable premiums, in accordance with Section 10.V.4 of the JCBA. Once the programming for premium payment is implemented, the Company will no longer be required to pay the lump sum described above.
- 7. The Company shall retroactively pay all affected Flight Attendants for any qualifying changeover sequences that would have qualified for pay protection for the period of March 2021 to the current, including the applicable premium lump sums. A list of the affected Flight Attendants and the amount of time to be paid to each is attached hereto as Attachment A. The Flight Attendants identified in Attachment A will be paid at their current hourly rate. Attached hereto as Attachment B is a list of positions and sequences for which the APFA was unable to determine the specific individuals and whether they qualify for the pay protection provided for in this Agreement. No later than one hundred and twenty (120) days from the date of execution of this Agreement, the Company will make a good faith effort to identify those individuals and, if they otherwise qualify, pay the protections provided for in this Agreement.

- 8. Upon execution of this Agreement, the Parties agree that the following Grievances are settled and hereby deemed withdrawn with prejudice:
  - SS-132-2022-APFA-1; Carryover Presidential Grievance Conversion
  - SS-98-2021-CLT-44; Scott Hazlewood, et al
  - SS-125-2021-DFW-49; Amber De Roxtra, et al
  - SS-56-2021-PHX-8; Robin Agee, et al
  - SS-103-2021-ORD-7; Susan Wroble, et al
  - SS-85-2021-PHL-29; Kim Kaswinkel, et al
  - SS-142-2021-LAX-18; John Nikides, et al
  - SS-194-2022-BOS-6; Amy Milenkovic, et al
  - SS-45-2021-PHL-8; Jason Krom & Group
  - SS-41-2022-ORD-10; Lisa Sabine & Group
  - SS-42-2022-ORD-12; Milissa Tamez & Group
  - SS-43-2022-ORD-13; William Mullins & Group
  - SS-61-2021-ORD-3; Gail Malchow
  - SS-12-2022-DCA-2; John Pennel, et al
- 9. The APFA agrees that any other similar claims, grievances, or charges related to pay protection for changeover sequences, whether known or unknown, are also hereby deemed withdrawn with prejudice as of the execution of this Agreement. However, this does not preclude either party from filing a subsequent claim, grievance, or charge related to the enforcement, application, or compliance of this Agreement.
- 10. The terms and conditions of the JCBA and all other agreements between the Parties remain in full force and effect.
- 11. This Agreement constitutes the entire agreement regarding the settlement of this Presidential Grievance, and there are no other effective agreements or understandings between the Parties related to this Presidential Grievance.
- 12. This Agreement may not be modified in any manner, except in a writing signed by both of the parties.
- 13. This Agreement becomes effective upon the date it is fully executed.

FOR THE COMPANY:

Cindi Simone

AA Managing Director, Labor Relations

Dated this 10th of May, 2023.

FOR THE UNION:

Kulie Hedrick

**APFA National President** 

Dated this 11th of May, 2023.