

## **AFA/APFA Seniority Integration Protocol**

The Association of Flight Attendants (AFA) as the representative of Flight Attendants in the service of US Airways and the Association of Professional Flight Attendants (APFA) as the representative of Flight Attendants in the service of American Airlines (“the parties”) agree to the following protocol for the integration of seniority lists for the merger of American Airlines and US Airways.


1. AFA and APFA agree to integrate seniority lists based upon the length of service as Flight Attendants with their respective carrier, utilizing the Occupational Seniority Date at American and the Seniority Integration Date (SID) (commonly referred to as “Date of Hire”) at US Airways, as set out more fully in Paragraph 3, below.
2. AFA and APFA shall each be responsible for verifying its seniority list and certifying the accuracy of its list, subject to the verification specified in Paragraph 6, below.
3. On the American Airlines seniority list, a Flight Attendant’s Occupational Seniority begins to accrue on the date the Flight Attendant is placed on the Company’s payroll in a Flight Attendant status. On the US Airways seniority list, a Flight Attendant’s seniority date is determined by the first day of Flight Attendant training. In order to reconcile the American Airlines Occupational Seniority Date with the US Airways SID, each American Airlines Flight Attendant who was hired prior to January 1, 2013 shall have his or her Occupational Seniority Date adjusted (that is, changed to an earlier date) by forty (40) days, which is the average number of days of American Airlines new hire training Flight Attendants received during the period January 1, 1962 through December 31, 2012. For American Airlines Flight Attendants hired on or after January 1, 2013, the actual start date of their training shall be the Occupational Seniority Date used for seniority list integration purposes, provided however, that if a Flight Attendant does not graduate or report within his/her original new hire class but subsequently graduates or reports with a later new hire class, for seniority integration list purposes the Flight Attendant shall be given the Occupational Seniority Date associated with the class with which s/he graduates or reports.
4. The position of a Flight Attendant relative to any other Flight Attendant on her/his seniority list (American or US Airways) shall not be altered by the seniority integration process.
5. The integrated seniority list shall have only prospective effect.
  - a. There shall be no "system flush" whereby a Flight Attendant may displace any other Flight Attendant from the latter’s position; and
  - b. Flight Attendants on a furlough list as of the date of implementation of the combined seniority list may not bump/displace other Flight Attendants as a result of the integrated seniority list.
6. Within forty-five (45) days of merger closure, AFA and APFA’s designated representatives shall meet to prepare a merged Flight Attendant seniority list. Each party has the right to verify each other’s seniority list. Each party shall supply the information necessary to verify the accuracy of the list. The representatives shall certify that the merged list reflects the proper

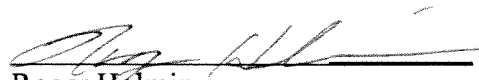
relative position of each Flight Attendant and that the information used to compile the list is the most accurate information available.

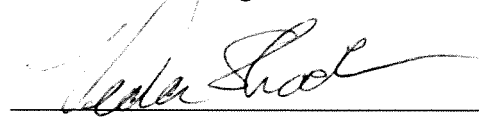
7. In the event that the representatives have not completed the integrated seniority list within ninety (90) days of commencing their meetings, any disputes regarding placement of Flight Attendants shall be resolved by final and binding arbitration before Arbitrator Joshua Javits, or if he is not available to conduct the hearing within ninety (90) days, before Arbitrator Dana Eischen. If neither is available within ninety (90) days, the hearing shall be held before the arbitrator who is available soonest. Such timelines may be extended by mutual agreement.
  - a. The hearing procedures are specified in Attachment 1 to this Protocol.
  - b. The Arbitrator shall confirm the portions of the seniority integration already agreed to by the AFA and APFA representatives and shall not have the authority to impose a different method of seniority integration nor to change the relative position of Flight Attendants on their respective seniority lists.

Dated: December 20, 2013

AGREED:

  
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Laura Glading  
APFA President

  
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Roger Holmin  
MEC President US Airways  
Association of Flight Attendants—CWA, AFL-CIO

  
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Veda Shook  
International President  
Association of Flight Attendants—CWA, AFL-CIO

**AFA/APFA Seniority Integration Protocol  
Attachment 1**

Arbitration Procedures for AFA/APFA Seniority List Integration

1. The case shall be heard by a three-person arbitration panel comprised of a Neutral Arbitrator, a panel member designated by AFA and a panel member designated by APFA (“Arbitration Panel”).
2. The hearing shall be held in the Dallas-Ft. Worth area and/or Washington, DC. as agreed by AFA and APFA (“the parties”), or, in the absence of agreement, as decided by the Neutral Arbitrator.
3. At least thirty (30) days prior to the date set for the arbitration to begin, the parties shall engage in mediation to resolve or narrow the issues for arbitration.
4. Thirty (30) days prior to the date set for the arbitration to begin, the representatives designated by AFA and APFA shall exchange all documents they intend to introduce in support of their respective positions and shall exchange the names of witnesses they intend to call. Neither party is required to introduce the documents or call the witnesses identified in this exchange. This exchange does not preclude AFA and/or APFA from introducing documents or calling witnesses that become known after the 30-day exchange. Such additional documents or witness names shall be exchanged at the time they become known.
5. Prior to the hearing, the parties shall meet to agree on the order of presentation, that is, which party shall present its case first, how rebuttal will be structured, etc. If agreement cannot be reached, the Arbitration Panel shall decide the order of presentation.
6. Pre-hearing briefs shall be filed ten (10) days prior to the date set for the arbitration to begin.
7. The rules of evidence shall not apply at the hearing.
8. Any post-hearing briefs must be filed no later than thirty (30) days after the close of the record.
9. Subject to any agreement among AFA, APFA and the new American regarding the carrier’s payment of expenses in connection with a seniority list integration arbitration, AFA and APFA each shall pay one-half (1/2) of the Neutral Arbitrator’s fees and expenses, any court reporting services/transcript, the hearing room, and any other jointly-incurred expenses. Each party shall be responsible for its own expenses, such as expenses for its designated Arbitration Panel member, witness-related expenses and attorneys fees.