

LETTER OF AGREEMENT

Between

AMERICAN AIRLINES

And the

MAINTENANCE & STORES PERSONNEL

In the service of

AMERICAN AIRLINES

As represented by the

Airline Mechanic & Related Employee Association – TWU/IAM

Airline Stores Employee Association – TWU/IAM

This Letter of Agreement (LOA) is made and entered into in accordance with Title II of the Railway Labor Act as amended between American Airlines (hereinafter referred to as the "Company"), and the Airline Mechanic & Related Employee Association and Airline Stores Employee Association – TWU/IAM.

The parties hereby agree that this LOA between the Union and the Company will augment the existing Tech Ops ASAP Memorandum of Understanding (hereinafter referred to as the "Tech Ops ASAP MOU") and Tech Ops ASAP Event Review Committee (ERC) Policy Guide, and any other agreements attached thereto, are improved as follows:

OBJECTIVE

- A. The objective of this LOA is to ensure the integrity of the critical safety efforts: Just Policy, the Tech Ops Aviation Safety Action Program (ASAP), Maintenance Event Assessment Aid (MEAA), NTSB Investigations, Safety Management System (SMS), and any other collaborative safety programs. The trust and commitment developed between all parties is the cornerstone of success for these programs.
- B. Nothing in the aforementioned programs will supersede a member's right to union representation.

We agree to the following:

- A. The Company may initiate an investigation upon learning of a potential maintenance error/violation outside of ASAP. An employee's ASAP report will not be used to initiate or facilitate such investigation.
- B. If an employee's ASAP report, whether sole-source or otherwise, is accepted by the ERC, the Company may not rely upon the subject event to initiate or impose any disciplinary action.
- C. In the event an ASAP report is excluded by the ASAP ERC or the MEAA is ratified as reckless as in Paragraph K, the time limits for disciplinary action contained in Article 33 of the CBA shall begin on the first day after the ERC excludes the report or the MEAA investigation is ratified.
- D. If an ASAP is excluded based on the employee's non-compliance with a corrective action assigned by the ASAP ERC, the time limits for disciplinary action contained in Article 33 of the CBA shall begin on the first day after the ERC excludes the report.

- E. For coaching/counseling conducted by the ASAP ERC, the ASAP ERC may coach/counsel individuals when At Risk Behavior (or repetitive At Risk Behavior) is identified. All actions taken for accepted ASAP reports involving Human Error or At Risk Behavior will be tracked in the confidential ASAP database (CERS/WBAT) or agreed to equivalent. The ASAP Program Manager will have primary authority for reviewing the database for potential repetitive behaviors to be discussed by the ASAP ERC per the Tech Ops ASAP Memorandum of Understanding (MOU) / Tech Ops ASAP ERC Policy Guide.
- F. All coaching/counseling of At Risk Behavior identified during a MEAA investigation will be conducted by a Just Culture qualified Compliance Manager/Specialist. All coaching/counseling of At Risk Behavior will be documented in the confidential MEAA database or equivalent within the associated event. Coaching/counseling and identification of repetitive At Risk Behavior will be conducted per the Just Policy.
- G. All details related to coaching/counseling of At Risk Behavior as the result of a MEAA or ASAP investigation will remain confidential, documented by the Company only within the respective program database, and will not be used to support any current or future case for corrective/disciplinary action.
- H. Any information gathered in a MEAA or ASAP investigation will not be used against an employee in any other forum.
- I. Coaching/counseling records (MEAA/ASAP) will only be reviewed by a qualified member of the Tech Ops Compliance Team or the ASAP ERC to identify repetitive At Risk Behaviors for review and action taken per the Just Culture Algorithm™.
- J. For maintenance error or violations, a disciplinary investigation may only be initiated as the result of a determination of reckless behavior or repetitive at-risk behavior that may warrant some form of corrective/disciplinary action. The determination of reckless behavior or repetitive at-risk behavior is made only by a Just Culture qualified Compliance Manager/Specialist and ratified by the Director of Tech Ops Compliance or designee and a qualified designee from the Association, or by the ASAP ERC Committee per the Just Policy.
- K. No member of the Tech Ops Compliance Team or the ASAP ERC team who has investigated an incident will be allowed to participate in any other investigation or hearing. At no point will Human Resources or any AA Representative involved with an investigation, be provided with or use any portion of the information disclosed in an ASAP or MEAA; including access to any ASAP or MEAA database.
- L. Any revisions to the Just Policy (dated 3/12/2015) must be agreed to and approved by Director of Tech Ops Compliance and designee from the Association.

In order to provide the qualified resources necessary to support the Association membership in these safety programs, the company will provide seven (7) TWU/IAM resources for Base/Line Maintenance. These resources will be designated Safety Management System positions and will fall under the Tech Ops Compliance organization. The Director of Tech Ops Compliance will maintain time and attendance and approve and cover company related expenses for the resources.

These Association positions will continue to be classified as AMT/Crew Chief/Inspector and will be afforded all rights due to them under the Maintenance & Related agreement as if they were working in the capacity of AMT/Crew Chief/Inspector, including, but not limited to, retaining and accrual of all applicable seniority.

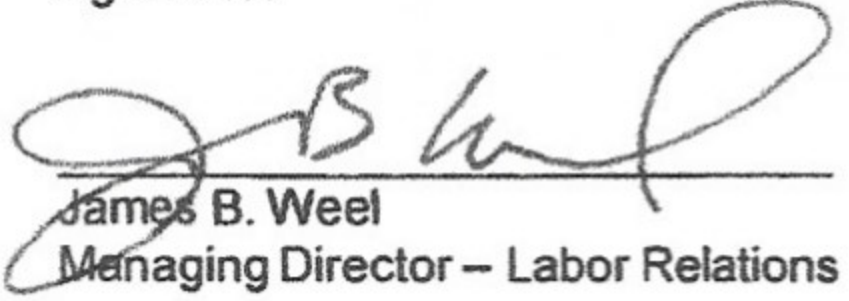
The members fulfilling these positions will be chosen by the Association with input from the Tech Ops compliance team and will continue to serve in this capacity until such time as the Association informs the Company otherwise.

Safety Management System positions will be responsible for leading, training and coordinating with the TWU/IAM workforce regarding these collaborative safety programs.

SIGNATORIES

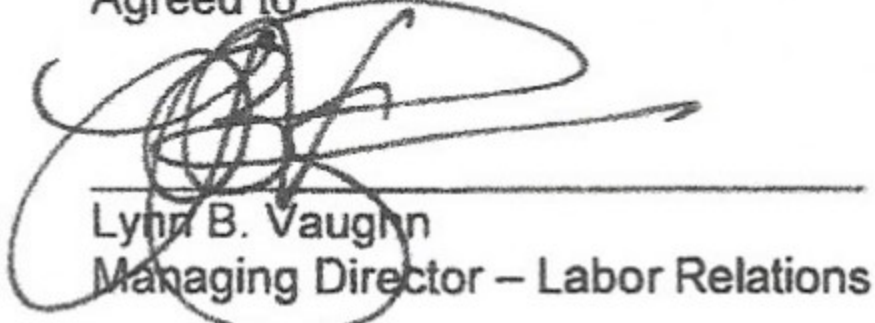
All parties to this LOA, which is intended to compliment the Maintenance ASAP MOU and the Tech Ops ASAP ERC Policy Guide, are entering into this Letter of Agreement, voluntarily.

Agreed to:


James B. Weel
Managing Director – Labor Relations

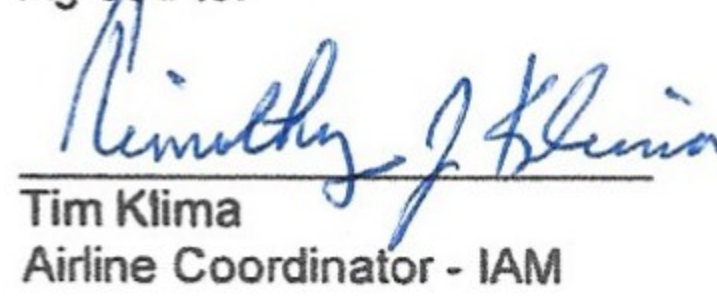
6-9-2021
Date

Agreed to:


Lynn B. Vaughn
Managing Director – Labor Relations

6-9-2021
Date

Agreed to:


Tim Klima
Airline Coordinator - IAM

6/9/2021
Date

Agreed to:


Mike Mayes
International Administrative VP – TWU

6/9/2021
Date