

Exhibit A

AGREEMENT
Between
AMERICAN AIRLINES, INC.
and
THE AIR LINE PILOTS
in the service of
AMERICAN AIRLINES, INC.
as represented by
ALLIED PILOTS ASSOCIATION

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between AMERICAN AIRLINES, INC. ("American" or the "Company") and the AIR LINE PILOTS in the service of AMERICAN AIRLINES, INC., as represented by the ALLIED PILOTS ASSOCIATION ("APA" or the "Association").

WHEREAS, the Company has acquired certain assets of Trans World Airlines, Inc. ("TWA"), which have been placed in an entity known as TWA Airlines LLC ("TWA LLC"), and TWA LLC has employed the pilot employees of TWA, with the intention that the TWA Pilots will be consolidated with American's pilots as employees of a single carrier; and

WHEREAS, [Section 13.A.](#) of the collective bargaining agreement between the Company and the Association (the "Green Book") provides that "Seniority as a pilot shall be based upon the length of service as a flight deck operating crew member with the Company except as otherwise provided in Sections [11](#) and [12](#) of this Agreement;" [Section 13.B.](#) of the Green Book provides that "Seniority shall begin to accrue from the date a pilot is first assigned to air line flying duty and shall continue to accrue during such period of duty except as provided in Sections [11](#) and [12](#) of this Agreement;" and Section [17](#) and related provisions of the Green Book govern the filling of vacancies, displacements, reinstatements, furloughs and recalls based on system seniority; and

WHEREAS, Section 6 of the July 10, 2001 Transition Agreement between the Company and the Association (the "Transition Agreement") provides that, "The American Airlines and TWA LLC pilot seniority lists shall be combined to form a single System Seniority List pursuant to [Section 13](#) of the AA/APA Agreement. In the event that APA and American Airlines decide to modify the application of [Section 13](#), APA shall provide the modified list to American Airlines. American Airlines shall review the list and, if acceptable, provide a copy to all pilots on the combined list. Protests of the System Seniority List shall be handled in accordance with [Section 13.G.2.](#) of the current AA/APA Agreement;" and

WHEREAS, TWA LLC entered into a Transition Agreement with the Air Line Pilots Association, International ("ALPA"), the duly-recognized bargaining representative of the pilot employees of TWA LLC, in connection with which American agreed to use its reasonable best efforts to secure a fair and equitable process for the integration of seniority, by engaging a facilitator to organize meetings with APA and ALPA; and APA agreed to participate in such a process under certain conditions to which all parties agreed, although APA was under no obligation to do so; and

WHEREAS, APA's Mergers and Acquisitions Committee and ALPA's TWA MEC Merger Committee (as ALPA's designee) held 10 days of negotiations regarding the integration of the seniority lists, followed by an additional 15 days of negotiations with the assistance of a facilitator pursuant to an Agreement for Engagement of Facilitator, concluding on September 17, 2001; and

WHEREAS, following September 17, 2001, in furtherance of its reasonable best efforts to assure a fair and equitable process for the integration of seniority, American convened additional meetings with the APA Mergers & Acquisitions Committee and ALPA's TWA MEC Merger Committee on October 20-22, 2001; and

WHEREAS, American has agreed to accept a modification of [Section 13](#) of the Green Book, provided, inter alia, that the modified System Seniority List be constructed based on the AA and TWA seniority lists as of a date no earlier than April 10, 2001, and that the treatment of TWA Pilots under [Section IV.](#) of Supplement W of the Green Book be resolved in a manner acceptable to the Company; and

WHEREAS, based on the methodologies and information developed during the course of the negotiations between the APA Mergers & Acquisitions Committee and the TWA MEC Merger Committee and the conditions required by American, American

NOW, THEREFORE, the parties hereby agree to the following terms, provided that the provisions of the Green Book and Transition Agreement shall apply except as modified herein, and in the event of a conflict, the provisions herein shall apply:

I. Definitions

- A. For purposes of this Supplement CC, the terms “American” and “the Company” mean American Airlines, Inc.
- B. For purposes of this Supplement CC, the term “TWA LLC” means TWA Airlines LLC.
- C. For purposes of this Supplement CC, the term “AA Pilot” means any pilot hired by American with a date-of-hire on or before April 10, 2001, who had not left the employ of American prior to April 10, 2001.
- D. For purposes of this Supplement CC, the term “TWA Pilot” means any pilot hired by TWA with a date-of-hire on or before April 10, 2001, who had not left the employ of TWA prior to April 10, 2001.
- E. For purposes of this Supplement CC, the term “Green Book” means the Agreement between American and APA, effective May 5, 1997, as amended, including all Supplements, Appendices and Letters of Agreement.
- F. For purposes of this Supplement CC, the term “Transition Agreement” means the Transition Agreement between American and APA dated July 10, 2001.
- G. For purposes of this Supplement CC, the term “Implementation Date” means the date on which the National Mediation Board issues a decision finding that American and TWA LLC are or have become a single carrier.
- H. For purposes of this Supplement CC, the term “Pilot Operational Procedures Integration Date” means the date on which all pilots in the TWA LLC system cease to operate under separate pilot operational procedures, and commence operation under American’s pilot operational procedures.
- I. For purposes of this Supplement CC, the term “Operational Fence” means the existence of separate pilot operational procedures at American and TWA LLC following the Implementation Date and until the Pilot Operational Procedures Integration Date. As more fully set forth below, the parties anticipate that the Implementation Date will be prior to the Pilot Operational Procedures Integration Date, subject to the Operational Fence; and that TWA LLC may continue to exist as a separate corporate and business entity after the Pilot Operational Procedures Integration Date, subject to Section 4.A.(i). of the Transition Agreement.
- J. For purposes of this Supplement CC, the term “line pilot” is a pilot who holds a four-part bid status under the Green Book.
- K. For purposes of this Supplement CC, the term “aircraft in service” is defined as an aircraft available for revenue service (not to include any aircraft in storage) or in maintenance for the purpose of return to revenue service in either American or TWA LLC. On or before the first day of each contractual month, the Company will provide, in electronic format, a monthly status report to the Association’s Negotiating Committee Chairman identifying the number of aircraft in service for that contractual month, by aircraft type.
- L. For purposes of this Supplement CC, the term “small wide-body aircraft” means a B-767-200 or B-767-300, B-757, A-300, or any other aircraft with a maximum gross takeoff weight of more than 200,000 pounds but not more than 409,000 pounds that is not in a higher pay category than the B-767-300 or A-300.
- M. For purposes of this Supplement CC, the term “narrow-body aircraft” means a B-737, B-727, MD-80, B-717, F-100, or any other aircraft with a maximum gross takeoff weight of 200,000 pounds or less.
- N. For purposes of this Supplement CC, a position “reserved” to the TWA Pilots means a position reserved or allotted to the TWA Pilots under [Section IV.A.](#) of this Supplement CC, with the exception of positions referred to in [Sections IV.A.2.a.\(2\)](#) and [IV.A.2.b.\(2\)](#) below. A position “reserved” to the AA Pilots means a position

- O. Except as otherwise may be provided in this Supplement CC, the parties intend that terms be defined in accordance with their meaning under the Green Book.

II. Construction of Modified System Seniority List

The modified System Seniority List will be constructed by integrating the April 10, 2001 AA Pilot Seniority List (i.e., adjusted for hiring and attrition through April 10, 2001) and the TWA Pilot Seniority List as of April 10, 2001 (i.e., adjusted for hiring and attrition through April 10, 2001) in the following manner.

- A. TWA Pilots J.G. Upp, DOH 12/2/63 through Raymond Camus, DOH 3/20/89 will be inserted in the AA Pilot Seniority List on a ratio of approximately one TWA Pilot to 8.1762556 AA Pilots, commencing immediately following AA Pilot W.H. Elder, DOH 10/8/85 and ending immediately following AA Pilot B.D. White, DOH 4/9/01.
- B. The remaining TWA Pilots commencing with TWA Pilot Theron Clark, DOH 3/23/89, will be placed in seniority order immediately following TWA Pilot Raymond Camus, DOH 3/20/89.
- C. All pilots hired by American after April 10, 2001 who had been assigned to air line flying duty as of October 1, 2001 will be placed on the modified System Seniority List following pilots referred to in Section II.B. above in accordance with their length of service as flight deck crew members at American, in accordance with [Section 13](#) of the Green Book.
- D. After furloughed pilots (if any) have been recalled and new pilot positions become available, American will offer employment, in seniority order, to all pilots who were hired by American after April 10, 2001 but who had not been assigned to air line flying duty as of October 1, 2001. Each such pilot will be placed on the modified System Seniority List on the date he is first assigned to air line flying duty with American in accordance with [Section 13](#) of the Green Book, following all pilots then on the modified System Seniority List.

III. Implementation of Integrated Seniority List

- A. As soon as possible following the execution of this Supplement CC APA shall, as required by Section 6 of the Transition Agreement, provide the modified System Seniority List, constructed in accordance with [Section II.](#) above, to American. American shall review the list and, if acceptable under [Section II.](#) above, provide a copy of such list, together with a copy of this Supplement CC, to all pilots on the modified System Seniority List within 60 days. Protests of the modified System Seniority List asserting any omission or incorrect posting affecting a pilot's seniority (other than protests of the application of the methodology (including the ratio agreed to in [Section II.A.](#)) agreed to in [Section II.](#) above) will be handled at the time of the Implementation Date in accordance with [Section 13.G.2.](#) of the current Green Book.
- B. The modified System Seniority List established pursuant to this Supplement CC, including all of the attendant provisions hereof, will apply commencing on the Implementation Date. The Company agrees that, commencing on the Implementation Date, the flight operations of American and TWA LLC will be operated under the modified System Seniority List, including all of the provisions of this Supplement CC. The integrated seniority number and placement on the modified System Seniority List of each TWA Pilot under this Supplement CC will be contingent, to become effective only on the Implementation Date, and is not intended to have any force or effect within TWA LLC prior to the Implementation Date.

IV. Fence Provisions

A. TWA Captain and First Officer Positions

1. STL Captain and First Officer Positions

- a. (1) All line pilot positions in Captain bid statuses on B-767-200/B-767-300/B-757 aircraft in the STL domicile will be reserved to the TWA Pilots, until TWA Pilot Morgan Fischer, DOH 9/28/90 (or, in the event that Morgan Fischer ceases to be on the modified System Seniority List, the remaining TWA Pilot immediately senior to Morgan Fischer) has sufficient seniority under this Supplement CC to hold a vacancy in a

- (2) American agrees that, so long as subparagraph a.(1) is in effect, the number of B-767-200/B-767-300/B-757 Captain line pilot positions in the STL domicile in any contractual month will be a minimum of 30 per cent of the combined number of small wide-body Captain line pilot positions in the ORD and DFW domiciles in the contractual month; provided, that the number will also be limited to a maximum of the number of reserved small wide-body Captain line pilot positions for the contractual month based on the number of small wide-body aircraft in service, as set forth in the table in [Section IV.A.2.a.\(1\)](#) below.
 - (3) TWA Pilots will have a preference to line pilot positions in First Officer bid statuses on B-767-200/B-767-300/B-757 aircraft in the STL domicile, subject to Section V.B.2. below, until TWA Pilot Morgan Fischer, DOH 9/28/90 (or, in the event that Morgan Fischer ceases to be on the modified System Seniority List, the remaining TWA Pilot immediately senior to Morgan Fischer) has sufficient seniority under this Supplement CC to hold a vacancy in a four-part Captain bid status on B-767-200/B-767-300/B-757 aircraft. At that time, all provisions of this Supplement CC applicable to B-767-200/B-767-300/B-757 aircraft shall expire (except for [Section VI.A](#)), and all First Officer positions on such aircraft shall thereafter be unrestricted. In the event that there are insufficient bidders for a position reserved to the TWA Pilots in the STL domicile under this provision, the position shall be filled in accordance with the Green Book; provided, that so long as the position is otherwise reserved to the TWA Pilots, any AA Pilot holding such a position will bid monthly preferences in seniority order, but subordinate to all TWA Pilots in the same bid status.
- b. (1) All line pilot positions in Captain bid statuses on MD-80, B-717, and DC-9 aircraft in the STL domicile will be reserved to the TWA Pilots until TWA Pilot Magnus Alehult, DOH 7/17/97 (or, in the event that Magnus Alehult ceases to be on the modified System Seniority List, the remaining TWA Pilot immediately senior to Magnus Alehult) has sufficient seniority under this Supplement CC to hold a vacancy in a four-part Captain bid status on any aircraft. At that time, all provisions of this Supplement CC applicable to MD-80, B-717, and DC-9 aircraft shall expire (except for [Section VI.A](#)), and all Captain and First Officer positions on such aircraft shall thereafter be unrestricted.
- (2) American agrees that, so long as subparagraph b.(1) is in effect, the number of MD-80/B-717/DC-9 Captain line pilot positions in the STL domicile in any contractual month will be a minimum of 30 per cent of the combined number of narrow-body Captain line pilot positions in the ORD and DFW domiciles in the contractual month; provided, that the number will also be limited to a maximum of the number of reserved narrow-body Captain line pilot positions for the contractual month based on the total number of aircraft in service, as set forth in the table in [Section IV.A.2.b.\(1\)](#) below.
 - (3) TWA Pilots will have a preference to line pilot positions in First Officer bid statuses on MD-80, B-717, and DC-9 aircraft in the STL domicile, subject to [Section V.B.2.](#) below, until TWA Pilot Magnus Alehult, DOH 7/17/97 (or, in the event that Magnus Alehult ceases to be on the modified System Seniority List, the remaining TWA Pilot immediately senior to Magnus Alehult) has sufficient seniority under this Supplement CC to hold a vacancy in a four-part Captain bid status on any aircraft. At that time, all provisions of this Supplement CC applicable to MD-80, B-717, and DC-9 aircraft shall expire (except for [Section VI.A](#)), and all First Officer positions on such aircraft shall thereafter be unrestricted. In the event that there are insufficient bidders for a position reserved to the TWA Pilots in the STL domicile under this provision, the position shall be filled in accordance with the Green Book; provided, that so long as the position is otherwise reserved to the TWA Pilots, any AA Pilot holding such a position will bid monthly preferences in seniority order, but subordinate to all TWA Pilots in the same bid status.
- c. Temporary assignments and temporary duty (TDY) in the STL domicile will

2. Additional TWA Captain Positions

The Company intends that, while the Operational Fence is in effect (i.e., prior to the Pilot Operational Procedures Integration Date), all TWA Pilots will be based in the STL domicile. During that period, no TWA Pilot may be awarded a position outside of the STL domicile; provided, that a TWA Pilot may, with the Company's prior approval, proffer a vacancy outside of the STL domicile, based on system seniority, so long as (i) the TWA Pilots do not hold small wide-body Captain positions in the contractual month in excess of the maximum set forth on the table in [Section IV.A.2.a.\(1\)](#) below based on small wide-body aircraft in service, or narrow-body Captain positions in excess of the maximum set forth on the table in [Section IV.A.2.b.\(1\)](#) below based on the total aircraft in service; and (ii) the award does not require the involuntary assignment of an AA Pilot to a position in the STL domicile. After the Pilot Operational Procedures Integration Date, additional line pilot positions in Captain bid statuses outside of the STL domicile will be reserved to the TWA Pilots based on the number of aircraft in service in the combined American and TWA LLC operation in a given contractual month, in addition to positions reserved under Sections IV.A.1. above, as follows:

- a. (1) Prior to the expiration of [Section IV.A.1.a.](#) above, for any contractual month in which the total of (a) the B-767-200/B-767-300/B-757 Captain line pilot positions reserved to the TWA Pilots in the STL domicile, and (b) the number of B-767-200/B-767-300/B-757 Captain line pilot positions then held by TWA Pilots in other domiciles, is less than the number of positions indicated below, based on the number of small-wide body aircraft in service, TWA Pilots will be permitted, in accordance with system seniority, to proffer Captain positions, in addition to those reserved in the STL domicile under [Section IV.A.1.a.](#) above, in bid statuses on B-767-200/B-767-300/B-757 aircraft in domiciles other than STL until the total number of small wide-body Captain line pilot positions reserved under [Section IV.A.1.](#) above and this [Section IV.A.2.a.\(1\)](#) equals the number indicated below for the contractual month in question:

Small Wide-Body Aircraft in Service	Number of Reserved Small Wide-Body Captain Line Pilot Positions
276 or more	260
271-275	238
266-270	200
261-265	167
255-260	132

In any contractual month in which fewer than 255 small wide-body aircraft are in service, no Captain proffers on B-767-200/B-767-300/B-757 aircraft will be allotted to the TWA Pilots outside of the STL domicile. In any such month, the number of B-767-200/B-767-300/B-757 Captain line pilot positions in the STL domicile will be no less than 30 per cent of the combined number of small wide-body Captain line pilot positions in the ORD and DFW domiciles in the contractual month; provided, that the number will also be limited to a maximum of 132 Captain line pilot positions or 30 per cent of the number of small wide-body Captain line pilot positions in the ORD and DFW domiciles in the contractual month, whichever is less.

- (2) In a contractual month in which the number of small-wide body Captain line pilot positions reserved to the TWA Pilots declines from the previous contractual month, the most junior TWA Pilots holding such positions outside of the STL domicile in excess of the number of positions reserved to the TWA Pilots will cease to be protected by this provision and shall be subject to displacement. Those pilots will not be displaced solely by reason of losing such protection, but only in accordance with the Green Book.
- b. (1) Prior to the expiration of [Section IV.A.1.b.](#) above, for any contractual month in which the total of (a) the number of narrow-body Captain line pilot positions reserved to the TWA Pilots in the STL domicile, and (b) the number of narrow-body Captain line pilot positions then held by

Total Number of Aircraft in Service	Reserved Narrow-Body Captain Line Pilot Positions
901 or more	800
891-900	770
881-890	710
871-880	650
861-870	590
851-860	530

In any contractual month in which fewer than 851 aircraft are in service, no Captain proffers on narrow-body aircraft will be allotted to the TWA Pilots outside of the STL domicile. In any such month, the number of MD-80/B-717/DC-9 Captain line pilot positions in the STL domicile will be no less than 30 per cent of the combined number of narrow-body Captain line pilot positions in the ORD and DFW domiciles in the contractual month; provided, that the number will also be limited to a maximum of 530 Captain line pilot positions or 30 per cent of the combined number of narrow-body Captain line pilot positions in the ORD and DFW domiciles in the contractual month, whichever is less.

- (2) In a contractual month in which the number of narrow-body Captain positions protected to the TWA Pilots on all aircraft types declines from the previous contractual month, the most junior TWA Pilots holding such positions outside of the STL domicile in excess of the number of positions reserved to the TWA Pilots will cease to be protected by this provision and shall be subject to displacement. Those pilots will not be displaced solely by reason of losing such protection, but only in accordance with the Green Book.
- c. A TWA Pilot based in the STL domicile may not be awarded a position outside of the STL domicile for a contractual month in which there is a vacancy in the pilot's bid status in the STL domicile which cannot be filled by either a pilot on the modified System Seniority List by proffer, by a new hire, or by a pilot being recalled from furlough if the pilot accepts.

B. AA Captain Positions

1. All line pilot positions in any four-part Captain bid status on B-777 aircraft will be reserved to AA Pilots until AA Pilot B.D. White, DOH 4/9/01 (or, in the event that B.D. White ceases to be on the modified System Seniority List, the remaining AA Pilot immediately senior to B.D. White) has sufficient seniority to hold a vacancy in the same bid status. Thereafter, TWA Pilots may bid based on system seniority for positions in such four-part bid status; provided, that any TWA Pilot in such bid status will be restricted to reserve until AA Pilot B.D. White, DOH 4/9/01 (or, in the event that B.D. White ceases to be on the modified System Seniority List, the remaining AA Pilot immediately senior to B.D.White) has sufficient seniority to hold a regular line selection in such bid status. Thereafter, all positions in such bid status will be unrestricted.
2. All line pilot positions in any four-part Captain bid status on MD-11 aircraft will be reserved to AA Pilots until AA Pilot B.D. White, DOH 4/9/01(or, in the event that B.D. White ceases to be on the modified System Seniority List, the remaining AA Pilot immediately senior to B.D. White) has sufficient seniority to hold a vacancy in the same bid status. Thereafter, TWA Pilots may bid based on system seniority for positions in such four-part bid status; provided, that any TWA Pilot in such bid status will be restricted to reserve until AA Pilot B.D. White, DOH 4/9/01(or, in the event that B.D. White ceases to be on the modified System Seniority List, the remaining AA Pilot immediately senior to B.D. White) has sufficient seniority to hold a regular line selection in such bid status. Thereafter, all positions in such bid status will be unrestricted.

3. All line pilot positions in any four-part Captain bid status on A-300 aircraft will be reserved to AA Pilots until AA Pilot B.D. White, DOH 4/9/01 (or, in the event that B.D. White ceases to be on the modified System Seniority List, the remaining AA Pilot immediately senior to B.D. White) has sufficient seniority to hold a vacancy in the same bid status. Thereafter, TWA Pilots may bid based on system seniority for positions in such four-part bid status; provided, that any TWA Pilot in such bid status will be restricted to reserve until AA Pilot B.D. White, DOH 4/9/01 (or, in the event that B.D. White ceases to be on the modified System Seniority List, the remaining AA Pilot immediately senior to B.D. White) has sufficient seniority to hold a regular line selection in such bid status. Thereafter, all positions in such bid status will be unrestricted.
4. All line pilot positions in any four-part Captain bid status on any other aircraft type with a maximum gross takeoff weight of more than 409,000 pounds or in a pay category higher than the B-767-300 will be reserved to AA Pilots until AA Pilot B.D. White, DOH 4/9/01 (or, in the event that B.D. White ceases to be on the modified System Seniority List, the remaining AA Pilot immediately senior to B.D. White) has sufficient seniority to hold a vacancy in the same bid status. Thereafter, TWA Pilots may bid based on system seniority for positions in such four-part bid status; provided, that any TWA Pilot in such bid status will be restricted to reserve until AA Pilot B.D. White, DOH 4/9/01 (or, in the event that B.D. White ceases to be on the modified System Seniority List, the remaining AA Pilot immediately senior to B.D. White) has sufficient seniority to hold a regular line selection in such bid status. Thereafter, all positions in such bid status will be unrestricted.

C. AA First Officer Positions

1. All line pilot positions in any four-part First Officer bid status on B-777 aircraft will be reserved to AA Pilots until AA Pilot B.D. White, DOH 4/9/01 (or, in the event that B.D. White ceases to be on the modified System Seniority List, the remaining AA Pilot immediately senior to B.D. White) has sufficient seniority to hold a vacancy in the same bid status. Thereafter, TWA Pilots may bid based on system seniority for positions in such four-part bid status; provided, that any TWA Pilot in such bid status will be restricted to reserve until AA Pilot B.D. White, DOH 4/9/01 (or, in the event that B.D. White ceases to be on the modified System Seniority List, the remaining AA Pilot immediately senior to B.D. White) has sufficient seniority to hold a regular line selection in such bid status. Thereafter, all positions in such bid status will be unrestricted.
2. All line pilot positions in any four-part First Officer bid status on MD-11 aircraft will be reserved to AA Pilots until AA Pilot B.D. White, DOH 4/9/01 (or, in the event that B.D. White ceases to be on the modified System Seniority List, the remaining AA Pilot immediately senior to B.D. White) has sufficient seniority to hold a vacancy in the same bid status. Thereafter, TWA Pilots may bid based on system seniority for positions in such four-part bid status; provided, that any TWA Pilot in such bid status will be restricted to reserve until AA Pilot B.D. White, DOH 4/9/01 (or, in the event that B.D. White ceases to be on the modified System Seniority List, the remaining AA Pilot immediately senior to B.D. White) has sufficient seniority to hold a regular line selection in such bid status. Thereafter, all positions in such bid status will be unrestricted.
3. All line pilot positions in any four-part First Officer bid status on A-300 aircraft will be reserved to AA Pilots until AA Pilot B.D. White, DOH 4/9/01 (or, in the event that B.D. White ceases to be on the modified System Seniority List, the remaining AA Pilot immediately senior to B.D. White) has sufficient seniority to hold a vacancy in the same bid status. Thereafter, TWA Pilots may bid based on system seniority for positions in such four-part bid status; provided, that any TWA Pilot in such bid status will be restricted to reserve until AA Pilot B.D. White, DOH 4/9/01 (or, in the event that B.D. White ceases to be on the modified System Seniority List, the remaining AA Pilot immediately senior to B.D. White) has sufficient seniority to hold a regular line selection in such bid status. Thereafter, all positions in such bid status will be unrestricted.
4. All line pilot positions in any four-part First Officer bid status on any other aircraft type with a maximum gross takeoff weight of more than 409,000 pounds or in a pay category higher than the B-767-300 will be reserved to AA Pilots until AA Pilot B.D. White, DOH 4/9/01 (or, in the event that B.D. White ceases to be on the modified System Seniority List, the remaining AA Pilot immediately senior to B.D. White) has sufficient seniority to hold a vacancy in the same bid status. Thereafter, TWA Pilots may bid based on system seniority for positions in such four-part bid status; provided, that any TWA Pilot in such bid status will be restricted to reserve until AA Pilot B.D. White, DOH 4/9/01 (or,

V. Furloughs and Displacements

A. Furloughs

Furloughs will be administered in inverse system seniority order, and recalls from furlough will be administered in system seniority order, in accordance with the Green Book as modified by the Transition Agreement and Supplement CC. The parties agree that the TWA Pilots will be covered by [Section IV.](#) of Supplement W of the Green Book when pilot J.K. Viele, DOH 8/20/01 is given notice of recall from furlough.

[Modified by [Letter OO, "Master Shuffle"](#), May 1, 2003 and [Letter PP, "Supp W. Implementation"](#), December 8, 2003. See [Letter QQ "Summary of Updates"](#).]

B. Displacements

1. No AA Pilot may displace a TWA Pilot holding a Captain position reserved to the TWA Pilots under this Supplement CC, or into a position in the STL domicile which is subject to [Section IV.A.1.](#) above (except as provided in Section V.B.2. below with respect to First Officer positions).
2. In the event of a furlough, an AA Pilot without any other displacement right may, to the extent necessary to permit furloughs in inverse seniority order, proffer or be assigned (first from the preference list, and then from the displacement list) to a First Officer bid status in the STL domicile on B-767-200/B-767-300/B-757, MD-80, B-717 or DC-9 aircraft occupied by a more junior TWA Pilot, and will bid monthly bid preferences in such bid status in seniority order, but subordinate to all TWA Pilots in the same bid status.
3. No TWA Pilot may displace an AA Pilot holding a Captain or First Officer position reserved to the AA Pilots under this Supplement CC. No TWA Pilot may displace an AA Pilot holding a Captain position if the displacement would result in the TWA Pilots holding small wide-body Captain positions in the contractual month in excess of the maximum set forth in the table in [Section IV.A.2.a.\(1\)](#) above based on small wide-body aircraft in service, or narrow-body Captain positions in excess of the maximum set forth in the table in [Section IV.A.2.b.\(1\)](#) above based on the total aircraft in service.
4. Displacements will otherwise be administered in accordance with the Green Book.

VI. Miscellaneous

- A. Except insofar as pilots are on furlough out of seniority order on the modified System Seniority List as of the Implementation Date, and except as expressly provided in this Supplement CC, neither the implementation of the modified System Seniority List together with the other provisions of this Supplement CC, nor the expiration of any provision hereof, shall result in the loss by any pilot of the seat and aircraft (e.g., B-767/757 Captain) then held.
- B. Except as may otherwise be provided in this Supplement CC, in the event that there are insufficient bidders for a position reserved to the AA Pilots or the TWA Pilots under this Supplement CC, the position shall be awarded in accordance with the Green Book.
- C. Each and every provision of this Supplement CC is integral to the modified System Seniority List constructed pursuant to [Section II.](#) above, and shall remain in full force and effect and continue to apply in the event of a future seniority list integration arising from a subsequent acquisition, merger or other transaction affecting any pilots on the integrated modified System Seniority list; provided, that, subject to the above, this provision will not limit the integration of seniority lists in the event of said acquisition, merger or other transaction.
- D. By separate letter agreement executed contemporaneously herewith, American and the Association will identify those provisions of the Transition Agreement which are superceded by this Supplement CC.

VII. Joint Merger Committee

- A. Promptly following the Implementation Date, the APA President shall appoint two

- B. The AA/APA TWA Merger Committee shall resolve disputes arising from the interpretation, application, and implementation of this Supplement CC.
- C. If a dispute described in Section VII.B. above is not resolved by majority vote of the AA/APA TWA Merger Committee, the unresolved dispute may be referred by either party to the Five Member System Board of Adjustment as provided in Section 23 of the Green Book and related letters and practices.

VIII. Duration

This Supplement CC shall remain in effect so long as any of the provisions hereof remain applicable. Neither party shall seek, without the express consent of the other party, at any time to modify this Supplement CC through the major dispute provisions of the Railway Labor Act.

IN WITNESS HEREOF, the parties hereto have signed this Agreement this 8th day of November, 2001.

AMERICAN AIRLINES, INC.

ALLIED PILOTS ASSOCIATION

By:
/signed/
Jeffrey Brundage
Vice President, Employee Relations

By:
/signed/
John E. Darrah
President

By:
/signed/
Edwin C. White, Jr. Chairman
Mergers & Acquisitions Committee

Exhibit B

**AGREEMENT FOR STL PILOT
INTEREST ARBITRATION**

The parties to this Agreement, American Airlines, Inc. ("AA") and the Allied Pilots Association ("APA"), hereby declare and agree:

WHEREAS, on November 29, 2011, AA filed a petition for bankruptcy, pursuant to Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York. *In re AMR Corporation, et al.*, Chapter 11 Case No. 11-15463(SHL).

WHEREAS, pursuant to the procedures of Chapter 11, AA advised APA of AA's intention to close its St. Louis, Missouri pilot domicile ("STL"), on or about December 31, 2012, and to seek termination of Supplement CC ("Supp. CC") of the AA-APA collective bargaining agreement ("CBA") pursuant to voluntary agreement or pursuant to Section 1113(c), and AA filed such motion pursuant to Section 1113(c) on March 27, 2012.

WHEREAS, on [DATE], the United States Bankruptcy Court for the Southern District of New York issued an order authorizing AA to reject the CBA ("Order") and pursuant to the Order, AA has terminated Supp. CC.

WHEREAS, Supp. CC, dated November 8, 2001, established seniority placement on the Pilots' System Seniority List for TWA Pilots, as defined under Section I.D of Supp. CC, and AA and APA agree that those seniority placements on the Pilots' System Seniority List shall continue pursuant to Section 13 of the CBA notwithstanding the termination of Supp. CC.

WHEREAS, Supp. CC also established certain contractual rights for TWA Pilots, including preferential flying rights on certain aircraft based at STL, and AA and APA agree that a dispute resolution procedure with participation by both TWA Pilots and AA Pilots, as defined under Section I.C & D of Supp. CC, is necessary to determine what, if any, alternative contractual rights might be provided to TWA Pilots as a result of the termination of Supp. CC and the resulting loss of flying opportunities due to the closing of the STL domicile.

THEREFORE, AA and APA agree: (a) the parties shall treat Supp. CC as terminated pursuant to the Order, as effective upon the closing of the STL domicile by AA, on or about December 31, 2012, or such later date as shall be determined for operational reasons in AA's sole discretion; (b) the following Interest Arbitration procedure shall apply to establish certain terms of the AA-APA CBA as a substitute for Supp. CC in order to resolve all issues related to the impact on TWA Pilots of termination of Supp. CC:

1. Presentations in the Interest Arbitration

While AA and APA are the parties to this Agreement, the Interest Arbitration shall provide for party status and for substantive presentations by: (1) American Airlines, Inc.; (2) a representative committee of AA Pilots on the Pilots' System Seniority List, selected as determined by APA, with AA Pilot being defined under Section I.C. of Supplement CC (the "AA Pilots Committee"); and (3) a representative committee of TWA Pilots on the Pilots' System

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Seniority List, selected as determined by APA, with TWA Pilots being defined under Section I.D. of Supplement CC (the "TWA Pilots Committee"). APA participation as a party in the Interest Arbitration shall not be for purposes of advocating a substantive position but to facilitate an orderly process and resolution of the dispute. APA shall, however, be responsible for providing the AA Pilots Committee and the TWA Pilots Committee with reasonable administrative support and such other resources as APA, in its discretion, deems reasonable and appropriate.

2. Selection of Neutrals

The members of the three person Board of Arbitration ("Board") shall be selected by mutual agreement between AA and APA, and failing such agreement, in the manner established by Section 7, Second (a) of the Railway Labor Act, 45 U.S.C. § 157, Second (a). Each Arbitrator selected must be a member of the National Academy of Arbitrators.

3. Timetable for Award

The Board shall convene its first session on or before June 1, 2012. The Board's final session must be completed by September 30, 2012. The Board shall issue its award within sixty (60) days of the date of the final session, but in any event no later than November 30, 2012.

4. Arbitration Procedures

The Board shall conduct its proceedings on an expedited basis upon a written record at Fort Worth, Texas or such other location determined by the Board. The Board shall receive direct and rebuttal presentations, including such pre-filed testimony and exhibits as may be presented, subject to the discretion of the Board as to the length or relevance of such presentations or exhibits. The extent of cross-examination will be at the discretion of the Board. The Board may conduct informal *ex parte* discussions to the extent it deems such discussions useful in an attempt to obtain a voluntary resolution of the dispute. The Board shall render a decision based on the written record submitted.

5. Administrative Costs

The fees and expenses of the Board of Arbitration, the costs of the hearing room, court reporter and transcript, and other costs of the Interest Arbitration shall be shared equally between AA and APA.

6. Question Presented and the Board's Authority

The Board shall determine what rights or protections, if any, in lieu of the contractual rights afforded to TWA Pilots under Supp. CC, should be provided to TWA Pilots as a result of the termination of Supp. CC, subject to the limitations set forth below.

The Board shall consider: (1) the existing contractual rights of TWA Pilots under Supp. CC and the impact on TWA Pilots of the termination of Supp. CC; (2) the impact on AA Pilots of

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providing certain alternative contractual rights to TWA Pilots, including rights at other locations or on other equipment; (3) the administrative and any other costs to AA of providing any new contractual rights to Supp. CC pilots.

The parties agree that the Board shall have no authority to modify the Pilots' System Seniority List. In addition, at the insistence of AA that the authority of the Board be limited further, the parties agree that the Board shall have no authority to: (1) modify any terms or conditions put in place as a result of the [DATE] Bankruptcy Court Order (including any cost savings to AA under a Bankruptcy Term Sheet resulting from the termination of Supp. CC) or any new consensual CBA; (2) modify compensation structure or terms for any pilots, including the creation of new forms of pay protection; (3) require AA to reestablish any STL domicile or establish any new domicile or domiciles at other locations, provided however, that this limitation shall not restrict any Board award with respect to satellite bases within the meaning of the CBA. On issues of cost and income valuations and projections, the Board shall give controlling weight to any AA calculations, unless such calculations are proven unreasonable by either the AA Pilots Committee or TWA Pilots Committee.

7. Incorporation of Certain Railway Labor Act Provisions

AA and APA incorporate by reference in this Agreement the provisions of the Railway Labor Act, Section 7, Third and Section 8, excluding Section 7, Third (f) and (g), and Section 8(d) and 8(k). Nothing in this Agreement should be construed to require AA or APA to file a copy of the Board's award with a federal district court in order for the award to be final and binding. Where "parties" is used in the applicable Railway Labor Act provisions, "parties" shall be limited to AA and APA.

8. Final Award

The award shall be final and binding under Section 9 of the Railway Labor Act.

FOR THE
ALLIED PILOTS ASSOCIATION

FOR AMERICAN AIRLINES, INC.

DATED: _____

Exhibit C

**AGREEMENT FOR STL PILOT
INTEREST ARBITRATION**

The parties to this Agreement, American Airlines, Inc. ("AA") and the Allied Pilots Association ("APA"), hereby declare and agree:

WHEREAS, on November 29, 2011, AA filed a petition for bankruptcy, pursuant to Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York. *In re AMR Corporation, et al.*, Chapter 11 Case No. 11-15463(SHL).

WHEREAS, pursuant to the procedures of Chapter 11, AA advised APA of AA's intention to close its St. Louis, Missouri pilot domicile ("STL"), on or about December 31, 2012, and to seek termination of Supplement CC ("Supp. CC") of the AA-APA collective bargaining agreement ("CBA") pursuant to voluntary agreement or pursuant to Section 1113(c), and AA filed such motion pursuant to Section 1113(c) on March 27, 2012.

WHEREAS, the parties wish to enter a consensual agreement for resolution of the Supp. CC termination issue.

WHEREAS, Supp. CC, dated November 8, 2001, established seniority placement on the Pilots' System Seniority List for TWA Pilots, as defined under Section I.D of Supp. CC, and AA and APA agree that those seniority placements on the Pilots' System Seniority List shall continue pursuant to Section 13 of the CBA notwithstanding the termination of Supp. CC.

WHEREAS, Supp. CC also established certain contractual rights for TWA Pilots, including preferential flying rights on certain aircraft based at STL, and AA and APA agree that a dispute resolution procedure with participation by both TWA Pilots and AA Pilots, as defined under Section I.C & D of Supp. CC, is necessary to determine what, if any, alternative contractual rights might be provided to TWA Pilots as a result of the agreed termination of Supp. CC and the resulting loss of flying opportunities due to the closing of the STL domicile.

THEREFORE, AA and APA agree: (a) Supp. CC shall be terminated pursuant to this agreement, the terms of such termination to be effective upon the closing of the STL domicile by AA, on or about December 31, 2012, or such later date as shall be determined for operational reasons in AA's sole discretion; (b) the following Interest Arbitration procedure shall apply to establish certain terms of the AA-APA CBA as a substitute for Supp. CC in order to resolve all issues related to the impact on TWA Pilots of termination of Supp. CC:

1. Presentations in the Interest Arbitration

While AA and APA are the parties to this Agreement, the Interest Arbitration shall provide for party status and for substantive presentations by: (1) American Airlines, Inc.; (2) a representative committee of AA Pilots on the Pilots' System Seniority List, selected as determined by APA, with AA Pilot being defined under Section I.C. of Supplement CC (the "AA Pilots Committee"); and (3) a representative committee of TWA Pilots on the Pilots' System Seniority List, selected as determined by APA, with TWA Pilots being defined under Section

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I.D. of Supplement CC (the “TWA Pilots Committee”). APA participation as a party in the Interest Arbitration shall not be for purposes of advocating a substantive position but to facilitate an orderly process and resolution of the dispute. APA shall, however, be responsible for providing the AA Pilots Committee and the TWA Pilots Committee with reasonable administrative support and such other resources as APA, in its discretion, deems reasonable and appropriate.

2. Selection of Neutrals

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6. Question Presented and the Board’s Authority

The Board shall determine what rights or protections, if any, in lieu of the contractual rights afforded to TWA Pilots under Supp. CC, should be provided to TWA Pilots as a result of the termination of Supp. CC, subject to the limitations set forth below.

The Board shall consider: (1) the existing contractual rights of TWA Pilots under Supp. CC and the impact on TWA Pilots of the termination of Supp. CC; (2) the impact on AA Pilots of providing certain alternative contractual rights to TWA Pilots, including rights at other locations

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or on other equipment; (3) the administrative and any other costs to AA of providing any new contractual rights to Supp. CC pilots.

The parties agree that the Board shall have no authority to modify the Pilots' System Seniority List. In addition, at the insistence of AA that the authority of the Board be limited further, the parties agree that the Board shall have no authority to: (1) modify any terms or conditions put in place as a result of any Bankruptcy Court order under Section 1113(c) (including any cost savings to AA under a Bankruptcy Term Sheet resulting from the termination of Supp. CC) or any new consensual CBA; (2) modify compensation structure or terms for any pilots, including the creation of new forms of pay protection; (3) require AA to reestablish any STL domicile or establish any new domicile or domiciles at other locations, provided however, that this limitation shall not restrict any Board award with respect to satellite bases within the meaning of the CBA. On issues of cost and income valuations and projections, the Board shall give controlling weight to any AA calculations, unless such calculations are proven unreasonable by either the AA Pilots Committee or TWA Pilots Committee.

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AA and APA incorporate by reference in this Agreement the provisions of the Railway Labor Act, Section 7, Third and Section 8, excluding Section 7, Third (f) and (g), and Section 8(d) and 8(k). Nothing in this Agreement should be construed to require AA or APA to file a copy of the Board's award with a federal district court in order for the award to be final and binding. Where "parties" is used in the applicable Railway Labor Act provisions, "parties" shall be limited to AA and APA.

8. Final Award

The award shall be final and binding under Section 9 of the Railway Labor Act.

9. Bankruptcy Protection of This Agreement

Neither the fact nor the terms of this Agreement is intended to or does affirm or assume the underlying Collective Bargaining Agreement. The parties agree that they intend for this Agreement to continue and apply notwithstanding any order of the Bankruptcy Court pursuant to Section 1113(c) and AA expressly waives the right to pursue any termination of this Agreement pursuant to the provisions of Section 1113(c).

FOR THE
ALLIED PILOTS ASSOCIATION

FOR AMERICAN AIRLINES, INC.

DATED: _____