

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”), effective as of October 19, 2023 (“Effective Date”), is entered into by and among (a) Atlas Air, Inc. (“Atlas” or the “Company”), and (b) the International Brotherhood of Teamsters, Airline Division, Local 2750 (“IBT” or the “Union”) related to Grievance AAI-2023-016 (the “Grievance”).

WHEREAS, the Union contends in the Grievance that the Company violated Article 11.A.6. of the Atlas-IBT Collective Bargaining Agreement (“CBA”) by denying Company-provided travel to new hire Crew Members who reside internationally from their international residence to the United States to conduct their Operating Experience (“OE”); and

WHEREAS, Atlas and the IBT desire to compromise and settle the Grievance in order to avoid having to spend further time and expense associated with it, including in potential proceedings through the Grievance and Appeals procedures provided for in the CBA; and

WHEREAS, Atlas and the IBT agree that this Agreement is a compromise regarding the outcome of the Grievance and that this Agreement is not an admission by the Company of any wrongdoing or liability.

NOW, THEREFORE, in consideration of the foregoing premises and the terms set forth below, the Parties agree as follows:

- A. The Company agrees that, effective October 13, 2023, the Company will provide air travel (including business class travel, if and when required in accordance with Article 8), or alternate means of transportation as agreed between the Company and the Crew Member, to Crew Members whose permanent residence is outside the United States to and from their international residence and the location(s) at which they will conduct OE. If a Crew Member eligible for such travel requests alternative travel (i.e., travel from a location other than their international residence to the United States to conduct OE or travel from the United States to a location other than their international residence at the conclusion of OE) and the cost of providing such alternative travel is less than or equal to the cost of providing travel to or from their international residence, then the Company will approve such alternative travel.
- B. The Company agrees to reimburse Eligible Crew Members (as defined below) the cost of either one or two one-way airline tickets for past travel related to OE as follows.
 1. “Eligible Crew Members” are those who:
 - a) Had their permanent residence outside the United States at the time they were conducting their initial Crew Member training with the Company; and
 - b) Flew on January 1, 2022 or thereafter through October 12, 2023 (“Relevant Time Period”) (i) from their permanent residence outside the United States to the United States for the purpose of conducting OE, and/or (ii) between the United States and their permanent residence if they returned to their permanent residence during OE and subsequently traveled back to the United States for the purpose of completing OE (travel under both (i) and (ii) referred to herein jointly as “OE-Related Travel”); and

- c) Were not given Company-provided or Company-paid air travel during the Relevant Time Period for OE-Related Travel; and
- d) Expended their personal funds to fly during the Relevant Time Period for OE-Related Travel which was not reimbursed by the Company.

2. Each Crew Member who meets the conditions listed in paragraph 1, above, and in this paragraph 2 will be deemed an Eligible Crew Member and will be reimbursed the funds they expended to purchase air travel to fly during the Relevant Time Period for OE-Related Travel as follows.

- a) The Crew Member must have spent personal funds (not frequent flyer miles or any other form of travel credit) for the air travel.
- b) By November 30, 2023, the Crew Member must provide the Company (with an emailed copy to the Union at: oetravel@iap2750.org) with sufficient proof of travel and of expenditure of funds for the OE-Related Travel for which the Crew Member is seeking reimbursement. The Crew Member must send the proof of travel and expenditure to the Company via CONCUR and must include reference to "Settlement-Grievance AAI-2023-016" in the reimbursement request.
 - (1) Acceptable proof of travel shall consist of a confirmed booking that includes the locator code, itinerary, and the date(s) of travel, which must be within seven (7) days of the start and/or end of a trip associated with the performance of OE.
 - (2) Acceptable proof of expenditure shall consist of a receipt from an airline, a credit card statement showing proof of payment for the air travel, or proof of electronic payment for the air travel (e.g., Zelle, Venmo, PayPal).
 - (3) Failure to provide all of the required documentation specified in paragraphs (1) and (2), above, by November 30, 2023 is grounds for the Company to deny reimbursement.
- c) Crew Members will cooperate with the Company in promptly providing additional documentation requested by the Company regarding proof of travel and/or expenditure of funds. A Crew Member's failure to cooperate is grounds for the Company to deny reimbursement.
- d) A Crew Member whose OE-Related Travel occurred exclusively during the period from January 1, 2022 through November 30, 2022, may seek reimbursement of the cost of one (1) one-way airline ticket associated with OE Related Travel during that period. If the Crew Member purchased air travel to fly for OE-Related Travel during that period on more than one (1) occasion, the Crew Member may seek reimbursement of the cost for only one (1) instance of

air travel (i.e., one (1) one-way ticket or one-half of one (1) round-trip ticket) during that period, of the Crew Member's choosing.

- e) A Crew Member whose OE-Related Travel occurred exclusively during the period from December 1, 2022 through October 12, 2023, and consisted of one (1) airline ticket for travel between their international residence and the United States to conduct OE may seek reimbursement of the cost of that ticket.
- f) A Crew Member whose OE-Related Travel occurred in whole or in part during the period from December 1, 2022 through October 12, 2023, and which consisted of two (2) or more airline tickets for travel between their international residence and the United States to conduct OE may seek reimbursement of the cost of two (2) one-way airline tickets. If the Crew Member purchased air travel to fly for OE-Related Travel during the Relevant Period on more than two (2) occasions, the Crew Member may seek reimbursement of the cost for only two (2) instances of air travel (i.e., two (2) one-way tickets or one (1) round trip ticket), of the Crew Member's choosing.

3. The Company will have until ninety (90) days after the Effective Date of this Agreement to complete its review of the documentation submitted by Crew Members and inform the Crew Members (with a copy to the Union) whether they are eligible for reimbursement. If the Company determines a Crew Member is not eligible for reimbursement, it will inform the Crew Member (with copy to the Union) of its basis for denial. Any dispute over the eligibility of a Crew Member to receive reimbursement under this Agreement is subject to resolution exclusively through the Grievance and System Board of Adjustment procedures in the CBA. However, a denial based on a Crew Member's failure to timely provide proof of travel and/or expenditure of funds, or a Crew Member's failure to cooperate with the Company in providing additional documentation, may not be grieved.
4. The Company will have until one hundred and twenty (120) days after the Effective Date of this Agreement to make payments to Eligible Crew Members.

C. This Agreement is in full and final settlement of any and all claims that the Union and the Crew Members it represents have regarding travel-related costs (including but not limited to per diem and lodging) relating to Crew Member travel to and/or from OE. The Union, on behalf of itself and the Crew Members it represents, agrees that it will release and waive any and all claims or actions whatsoever in kind or character they may hold, known or unknown, against the Company and/or any of the Released Parties (as defined below) in any forum, which concern or relate in any manner to the events that are the subject of the Grievance, up to the Effective Date of this Agreement.

D. The Union agrees that, upon receipt of a copy of this Agreement executed by the Company, the Union shall withdraw the Grievance with prejudice. Such withdrawal shall not affect the Union's ability to file a grievance seeking to enforce the terms of this Agreement.

E. For purposes of this Agreement, "Released Parties" shall mean (i) the Company and any parent, subsidiary or affiliated companies; (ii) any of their divisions, partners, joint ventures, predecessor and successor corporations and business entities, past, present, and future; and (iii) any of their agents, directors, officers, employees, shareholders, insurers and reinsurers, representatives,

attorneys, and employee benefit plans and administrators (and the trustees or other individuals affiliated with such plans), past, present, and future.

- F. This Agreement shall not be amended except by a written agreement signed by the parties, through authorized representatives, as applicable.
- G. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement may be executed in counterparts, in which case each executed counterpart will be deemed an original and all executed counterparts will constitute one and the same instrument. If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

In witness whereof, the parties, through their authorized representatives, as applicable, have signed this Agreement as of the date set forth below.

AGREED AND ACCEPTED:

ATLAS AIR, INC.

By: 

Date: 10/19/2023
Jeff Carlson
Senior Vice President, Flight Operations

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 2750

By: 

Date: 10/19/2023
Yngve Paulsen
President, Teamsters Local 2750