

LETTER OF AGREEMENT

Between

ENDEAVOR AIR, INC.

AND

THE FLIGHT ATTENDANTS

In the service of
Endeavor Air, Inc.
As represented by

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

This Letter of Agreement is made and entered into between Endeavor Air, Inc. ("Endeavor" or "the Company"), and the Association of Flight Attendants - CWA ("the Association"), as the representative of Flight Attendants in the service of Endeavor.

WHEREAS, the Association has notified the Company of its intent to file a formal grievance alleging a violation of Letter of Agreement 5 (Bankruptcy Protection Letter) of the Endeavor/AFA collective bargaining agreement related to the terms of Letter of Agreement 71 between Endeavor and the Air Line Flight Attendants Association (ALPA); and

WHEREAS, the Company and Association have met to discuss options for resolving this dispute without the need for filing a formal grievance or an arbitration before the system Board of Adjustment; and

WHEREAS, the Company and Association have agreed to certain modifications to the current Endeavor/AFA collective bargaining;

NOW THEREFORE, the Parties HEREBY AGREE, as follows:

COMPENSATION

SECTION 18 B. FLIGHT PAY

Effective June 1, 2016, the hourly rates contained in Section 18.B.1. shall be modified as set forth on Attachment A to this Letter of Agreement.

PART TIME FLIGHT ATTENDANTS

SECTION 5 D. LINE CONSTRUCTION

Effective June 1, 2016, Section 5 D.3. shall be amended to read as follows:

“Part-time Regular lines will contain **six (6)** scheduled working days per bid month.”

Effective June 1, 2016, Section 5 D.4. shall be amended to read as follows:

“Part-time Reserve lines will contain **six (6)** scheduled reserve days per bid month.”

RESERVE FLIGHT ATTENDANTS

SECTION 5 M. RESERVE

Effective June 1, 2016, Section 5 M.1.b. (as amended by LOA 6) shall be deleted and replaced with the following:

b. Early Release.

- (1) A Flight Attendant on P1 who has not been given a flight assignment by 1400 local time at his/her Domicile on his/her last day of Reserve before his/her Day Off will automatically be released to his/her Day Off.**
- (2) A Flight Attendant on P2 who has not been given a flight assignment by 1900 local time at his/her Domicile on his/her last day of Reserve before his/her Day Off will automatically be released to his/her Day Off.**
- (3) A Flight Attendant who is released in accordance with paragraph b.(1) or b.(2), above, will be responsible for any assignments placed on his/her calendar prior to the end of his/her originally scheduled contact period on the last day of his/her Reserve sequence, except that a Flight Attendant may, at his/her option, elect to check his/her schedule by 1200 CT on the day following the last originally scheduled day of his/her Reserve sequence for any assignment made prior to the end of his last originally scheduled contact period.**
- (4) Within 60 days after the issuance of the Final Award in Grievance No. 36-99-02-20-15, the Parties will draft and execute language for early release of Reserve Flight Attendants after completion of a flight assignment on the last day of Reserve preceding a scheduled day off, which is both consistent with the Final Award and similar to the Pilot language contained in P.b.vii. of Letter of Agreement 71.**

Effective June 1, 2016, Section 5 M.2.c. (as amended by LOA 6) shall be revised and amended to read as follows:

c. Call Out for Reserves.

- (1) A Flight Attendant on Home Reserve shall report to the airport crew room for check in no later than two (2) hours after he/she is contacted. If a Home Reserve Flight Attendant is contacted for a trip which is scheduled to depart in two (2) hours or less, Crew Scheduling may authorize reimbursement for use of short/long term parking facilities and waive crew check-in requirements, with Flight Attendant approval.**
- (2) A Flight Attendant on Home Reserve who is a commuter will be allowed to commute to his/her Domicile on a flight that is scheduled to arrive prior to his/her scheduled Trip report time, or the earliest possible report time on the first day of a reserve sequence based upon his/her contact period start time and**

call-out time, whichever is earlier. A Flight scheduled in accordance with this paragraph will satisfy the requirements of the Company's Call-In Honest Policy.

Example:

Flight Attendant is a P2 Reserve in JFK, but lives in RDU. There is an RDU-JFK flight that is scheduled to arrive in JFK at 1115 on the first day of her reserve sequence. As a P2, her earliest possible report time on the first day of her reserve sequence is 1200, and she may therefore elect to commute on the referenced flight subject to the requirements of Paragraph (3) below rather than commuting to JFK the evening before.

NOTE: If a Flight Attendant commutes into LGA or JFK, and his/her Domicile is the other airport, then the commuting flight must be scheduled to arrive with sufficient time for the Flight Attendant to be in his/her Domicile by his/her Trip report time or his/her earliest possible reserve report time.

- (3) A Flight Attendant who commutes by air during his/her call-out period in accordance with paragraph M.2.c.(2) above on the first day of his/her Reserve sequence is subject to the following:**
- (a) The Flight Attendant is required to notify Crew Scheduling prior to departing on his/her commuting flight and will also be required to call Crew Scheduling within fifteen (15) minutes of arrival to confirm his/her arrival and to acknowledge pending schedule notifications; and**
 - (b) If the Flight Attendant's commuting flight is delayed, resulting in the flying assignment being removed from the Flight Attendant's schedule, an Airport Reserve may be utilized to operate a flight assigned to the commuting Flight Attendant, and the commuting Flight Attendant may be assigned to Airport Reserve upon arriving in Domicile, notwithstanding the Reserve order of assignment provisions in Section 5 M.2.e.**

DEADHEAD

SECTION 19

Effective June 1, 2016, Section 19 shall be revised and amended to add Paragraph 19 F. as follows:

F. Alternate Deadhead

- 1. A Flight Attendant may elect to replace a deadhead that is scheduled as the last leg of his/her Trip with the option of positive space travel ("Alternate Deadhead") to an airport within seventy (70) miles of the Flight Attendant's home of record. If the Flight Attendant lives more than seventy (70) miles from the closest airport to the Flight Attendant's home of record, exceptions will be made on a case-by-case basis.**

2. **The Flight Attendant must notify Crew Scheduling of his/her desire to replace the scheduled deadhead back to his/her Domicile with an Alternate Deadhead no later than 1700 on the 24th of the previous month if the deadhead appears on the Flight Attendant's Final Line Award, and no later than twenty-four (24) hours following notification if the assignment is the result of a schedule change after the Final Line Award or assignment of flying to a reserve.**
3. **A Flight Attendant who utilizes Alternate Deadhead will be booked on a positive space basis if:**
 - a. **sales are authorized at the time of the attempted booking;**
 - b. **the routing does not pass through the Flight Attendant's Domicile;**
 - c. **the routing does not exceed the number of deadhead segments scheduled; and**
 - d. **the flight segment(s) departs on the same day as the originally scheduled deadhead.**
4. **A Flight Attendant who is provided a positive space reservation for an Alternate Deadhead shall notify Crew Scheduling if he/she no longer requires or intends to use the reservation.**
5. **When a Flight Attendant utilizes an Alternate Deadhead, the Flight Attendant's pay and per diem will be paid in accordance with the originally scheduled deadhead.**

BANKRUPTCY PROTECTION LETTER WAIVERS

LETTER OF AGREEMENT 5 - PROTECTIONS

In considerations for the provisions of this Letter of Agreement, the Association agrees to the following waivers of its rights under Letter of Agreement 5 ("LOA 5"):

1. Limited Waiver of LOA 5 Claims Relating to Pilot LOA 71.

AFA agrees to waive any claims or rights it may have under its LOA 5 (Bankruptcy Protection Letter) as it relates solely to any and all provisions of LOA 71 between the Company and ALPA.

2. Permanent Waiver of LOA 5 Claims Relating to Dispatcher Union Group/TWU

AFA agrees to waive, on a permanent basis, any claims or rights it may have under its LOA 5 (Bankruptcy Protection Letter) as it relates to any modification of the wages, benefits or working rules contained in the current collective bargaining agreement between Endeavor Air and its Dispatchers, as represented by the Transportation Workers' Union of America.

EFFECTIVE DATE AND DURATION

Letter of Agreement 7 – BPL Contract Modifications

This Letter of Agreement will become effective on the date of signing and in accordance with its terms, and shall run concurrently with the collective bargaining agreement effective January 16, 2013, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 20 thereof.

ACCEPTED AND AGREED TO THIS _____ day of April, 2016.

Ryan Gumm
Chief Executive Officer
Endeavor Air, Inc.

Jatawne Wells, MEC President
Association of Flight Attendants – CWA

John Daly
Chief Operating Officer
Endeavor Air, Inc.

Peter Swanson, Senior Staff Attorney
Association of Flight Attendants – CWA

Patty Allen
Director, In-Flight Services

Sara Nelson, International President
Association of Flight Attendants – CWA

LOA 7 - ATTACHMENT A

Flight Attendants

YOS	Current Book 1/1/2016	+2.75% 6/1/2016	+ 1.25% 1/1/2017	+ 1.25% 1/1/2018
0 – 1*	\$17.47	\$17.47	\$17.69	\$17.91
1 – 2	\$20.87	\$21.44	\$21.71	\$21.98
2 – 3	\$22.27	\$22.88	\$23.17	\$23.46
3 – 4	\$23.79	\$24.44	\$24.75	\$25.06
4 – 5	\$24.85	\$25.53	\$25.85	\$26.17
5 – 6	\$25.82	\$26.53	\$26.86	\$27.20
6 – 7	\$26.76	\$27.50	\$27.84	\$28.19
7 – 8	\$27.54	\$28.30	\$28.65	\$29.01
8 – 9	\$28.52	\$29.30	\$29.67	\$30.04
9 – 10	\$29.36	\$30.17	\$30.55	\$30.93
10 – 11	\$30.18	\$31.01	\$31.40	\$31.79
11 – 12	\$30.93	\$31.78	\$32.18	\$32.58
12 – 13	\$31.47	\$32.34	\$32.74	\$33.15
13 – 14	\$31.99	\$32.87	\$33.28	\$33.70
14 – 15	\$32.62	\$33.52	\$33.94	\$34.36
15+	\$33.02	\$33.93	\$34.35	\$34.78

*There is no change to the 0-1 YOS hourly pay rates under this Letter of Agreement.