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July 1, 2015

Rebecca Reiners
MEC President – Endeavor Air
Association of Flight Attendants – CWA
2353 Youngman Avenue
The Plaza #415
St. Paul, Minnesota 55116

**Re: AFA Grievance No. 36-046-02-014-14 (MEC Group on LOA 5 - “Me Too”)
Filed 3/21/2014; Amended 12/2/2014**

Dear Rebecca:

This shall confirm the parties' agreement to settle the above-referenced grievance pursuant to the terms set forth herein.

By way of background, the above referenced original grievance (dated 3/21/14) and its amendment (dated 12/2/14) allege the Company violated the provisions of LOA 5 (Bankruptcy Protection Letter) between the Company and the AFA-CWA. The Association generally contends that the Company violated LOA 5 when it entered into separate agreements with ALPA on or about February 1, 2014 (dropping deadhead legs without pay consequence) and December 1, 2014 (LOA 58 – pilot retention program and pilot vacation pay buy back, and LOA 62 - revised pilot retention program) that were alleged to have reduced the labor cost savings from the pilot work group without a corresponding and commensurate reduction to the flight attendants labor cost savings.

The Company provided its responses to the AFA's grievance and amendment on April 21, 2014 and January 2, 2015, respectively. In addition to raising and preserving certain procedural defenses, the Company denied as a substantive matter any violation of the collective bargaining agreement, and specifically denied any violation of Letter of Agreement 5 (Bankruptcy Protection Letter). The Company has argued that: it did not modify in any manner the 1113 concessionary agreement with its Pilots; the Pilot Retention Program contained in LOA 58, and as revised in LOA 62, is a stand-alone agreement between the Company and its Pilots; and that the Pilot Retention Program did not violated LOA 5 as it is based upon an exchange of obligations between the Company and its Pilots that are cost and economically neutral.

The aforementioned grievance and amendment have been processed by the parties through the process established in Section 3 of the Endeavor Air/AFA collective bargaining agreement. The parties have met to discuss the relative merits of their respective positions and have agreed that, in order to avoid the risks associated with arbitrating this disputed claim, they wish to settle all claims associated with AFA Grievance 014-14 (as amended) on the following terms:

1. Elimination of Unpaid Week of Vacation

- a. Effective 01/01/2016, Section 14 A.3. shall be deleted from the current agreement, and all accrued Flight Attendant vacation will be taken and paid in accordance with the remaining terms of Section 14.
- b. For any Flight Attendant who, by operation of Section 14 A.3., took a week of unpaid vacation in calendar year 2015, the Company shall make a retroactive payment of said unpaid week of vacation. Such payment must be made before December 25, 2015, and in order to receive that payment, the eligible Flight Attendant must still be employed by the Company. The parties will continue to discuss the specific timing and details of how the payment under this paragraph will be made.

2. Modification to Per Diem

- a. Effective 09/01/2015, the per diem table set forth in Section 18 C.2. shall amended as follows:

1/16/13 – 12/31/13	\$1.40
1/1/14 – 12/31/14	\$1.50
1/1/5 – 12/31/15	\$1.55
1/1/16	\$1.70

3. Bereavement Leave

- a. Effective 09/01/2015, Section 10 E.1. shall be amended to read as follows:

“In the case of the death of an immediate family member (spouse, children, grandchildren, parents, grandparents, great grandparents, legal guardians, siblings, spouse's parents, step-parents, step-children, registered domestic partners, registered domestic partner's parents and registered domestic partner's children) a Flight Attendant will be allowed three (3) consecutive days off from scheduled flying, or other non-flying assignments, without **loss of pay**.”

4. Jury Duty Leave

- a. Effective 09/01/2015, Section 10 F.2. shall be amended to read as follows:

“A Flight Attendant will be removed from work for jury duty without **loss of pay**, with proper documentation from the court. A Flight Attendant must provide the Company with a written statement from the court showing any court provided jury duty pay.”

5. Report Times

Effective no earlier than the October 2015 bid month, and with no less than thirty (30) days notice to the Association, the following revisions to Section 6 shall be implemented:

- a. Section 6 G.1. shall be revised to return Flight Attendant report time, and the commencement of duty, in domicile to sixty (60) minutes prior to first schedule departure of the day.
- b. Section 6 G.2. shall be revised to modify Flight Attendant report time, and commencement of duty, away from domicile to forty-five (45) minutes prior to first scheduled departure of the day.
- c. Section 6 I. shall be revised to modify Flight Attendant report time, and commencement of duty, in an international destination, to forty-five (45) minutes prior to departure time.
- d. The Company and Association, through their respective Hotel Committee designees, agree to meet and confer no later than thirty (30) days prior to the implementation of the new report times outlined above to review the impact on flight attendant schedules and hotel transportation.

6. Settlement of Grievance 014-14

In consideration for the mutually agreed to provisions of this term sheet, the AFA will withdraw with prejudice all claims raised under Grievance #014-14, and its amendment, including any and all claims under Letter of Agreement 5 related to solely the provisions of LOA 58 and 62 between Endeavor Air and ALPA

If you are in agreement with the terms set forth above, please sign in the space provided below and return one copy to me.

Sincerely,



David R. Driscoll
Director, Labor Relations & Legal Affairs
Endeavor Air, Inc.

ACCEPTED AND AGREED BY:



Rebecca Reiners
MEC President – Endeavor Air
Association of Flight Attendants - CWA

July 1, 2015
Date

- Cc: Grievance File #014-14
Pete Swanson (e-mail only)
Oscar Ochomogo (e-mail only)
Patty Allen (e-mail only)
Gail Huey (e-mail only)