

**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 Company and the Association are Parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company's Flight Attendants, effective March 31, 2020;

WHEREAS, the Company and the Association have made temporary changes to the existing collective bargaining agreement to allow for COVID-19 related pay protections designed to address certain concerns relating to the COVID-19 virus and its impact on the Parties; and

WHEREAS, the Company and Association wish to extend specifically the COVID-19 pay, as modified herein, for an additional period of time,

*NOW THEREFORE*, the Parties HEREBY AGREE, as follows:

**A. COVID-19 Related Pay Protection**

1. A Flight Attendant who is non-symptomatic, but who is directed by any Company, medical, or governmental personnel, or any governmental or legal order, to receive medical evaluation, treatment, or quarantine based on concerns, conditions, or events related to COVID-19, or who self-quarantines due to a member of the Flight Attendant's household being diagnosed with COVID-19 shall be removed from all assigned duty and pay protected for the value of all Pay Credit lost.
2. A Flight Attendant who displays symptoms of COVID-19 shall call in sick. If the Flight Attendant is diagnosed with COVID-19, the Flight Attendant will be pay protected for all Pay Credit lost, and the Flight Attendant shall have any sick accruals debited from his/her sick bank restored.
3. A Flight Attendant must notify Crew Scheduling as soon as possible, but in no case more than twenty-four (24) hours after his/her receipt of such direction,

display of symptoms, positive test, or diagnosis. The Flight Attendant will be provided further direction to contact Human Resources for the processing of his/her claim.

4. A Flight Attendant who is pay protected pursuant to paragraph A.1. and/or 2., above, shall provide the Company with verifiable medical documentation to substantiate the medical direction received and/or a positive test or COVID-19 diagnosis, medical evaluation, treatment, or quarantine prescribed; however, any medical documentation shall be limited and specific to only the COVID-19 condition or diagnosis. The Company may require additional verification to substantiate a claim, or to substantiate the duration of the claim.
5. If, following a positive COVID-19 test, the Company requires the Flight Attendant to obtain a negative test prior to returning to work, the Flight Attendant will be pay protected for any Pay Credit lost, and the pay protection will end 24 hours following the Day in which the Flight Attendant receives the negative test. If the 24-hour period overlaps with a Trip, the Flight Attendant will be placed on Time Available status at the end of the 24-hour period for the duration of the Trip. If the 24-hour period overlaps with a reserve day, the Flight Attendant will be expected to be available for the first reserve obligation on his/her schedule immediately following the 24-hour period.

**B. Attendance Policy**

1. Effective on the date of signing of this Letter of Agreement through October 31, 2021, if a Flight Attendant is evaluated by a health care professional for symptoms consistent with COVID-19 (fever, cough, shortness of breath), and if the Flight Attendant provides such documentation to the Company, the Company will not count the related absence as an occurrence under the Company's Attendance Policy.
2. If the Company, or any governmental entity, airport facility, requires that a Flight Attendant have his temperature taken prior to reporting for Duty, and if a Flight Attendant is prohibited from working as a result of his/her temperature, the Flight Attendant has the option to obtain a COVID-19 test. If the Flight Attendant tests positive, the Flight Attendant will be handled in accordance with this LOA retroactive to the date he was prohibited to work. If the Flight Attendant receives a negative test, or elects not to get a COVID-19 test, any related absence will not count as an occurrence under the Company's Attendance Policy. If the Flight Attendant remains unfit for Duty after they receive the negative test result or after the Flight Attendant is prohibited from work following the temperature check, the Flight Attendant will be handled in accordance with Section 13.

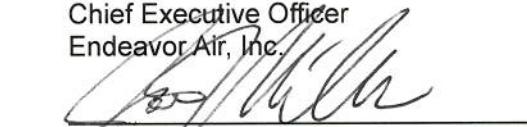
**C. Effective Date and Duration**

This Letter of Agreement will become effective on the date of signing, and shall remain in full force and effect through the last day of the October 2021 Bid Month. A Flight Attendant who becomes eligible for pay protection pursuant to the provisions of this LOA prior to the end of the October 2021 Bid Month will continue to receive the applicable pay protection following the end of the October 2021 Bid Month.

ACCEPTED AND AGREED TO THIS 5<sup>th</sup> day of October, 2020.



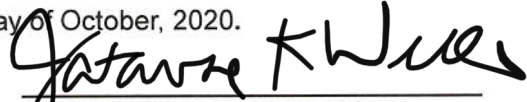
David Garrison  
Chief Executive Officer  
Endeavor Air, Inc.



Joe Miller  
Chief Operating Officer  
Endeavor Air, Inc.



Patty Allen  
Director, In-Flight Services



Jatawne Wells, MEC President  
Association of Flight Attendants – CWA



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



Sara Nelson, International President  
Association of Flight Attendants – CWA