

**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 (the "CBA");

WHEREAS, the Association and Company have previously addressed Flight Attendant commuting issues by affording positive space to and from scheduled work assignments under the specific terms of Letter of Agreement 11 and Letter of Agreement 13, the latter of which is set to expire at the conclusion of the April 2022 Bid Month; and

WHEREAS, the Company and the Association have met and negotiated a temporary solution that would further extend Endeavor Flight Attendants the ability to book positive space travel to/from their work assignments in exchange for withdrawal of certain contested grievances and modifications to the CBA;

NOW, THEREFORE, it is hereby agreed as follows:

- A. The Company will provide all Flight Attendants with positive space travel to AND from any scheduled assignment (including Trips and Reserve) for the entirety of the June 2022 Bid Month. Endeavor Flight Attendants will be allowed to continue to book positive space travel for commuting for start booking positive space travel to and from their scheduled assignments for the remainder of the April 2022 Bid Month, and will thereafter be able to make such bookings for the May and June 2022 Bid Months. No positive space travel bookings for commuting will be authorized under this Letter of Agreement after June 30, 2022.
- B. Positive space commuting to and from scheduled assignments is expressly limited to travel to/from the Flight Attendant's Base of record, or the Base from which the trip

originates/ends (for pick-ups out of Base), and 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.

- C. Flight Attendants will continue to have the ability to book their own positive space travel through TravelNet for any remaining work assignments in the April 2022 Bid Month and for their awarded schedules in the May 2022 and June 2022 Bid Months consistent with the duration of this temporary agreement.
- D. In the event the Positive Space Commuting Program expires at the end of the June 2022 Bid Month, the Company agrees that it will revert to its prior policy and may, at its sole discretion, provide positive space travel to a flight attendant to commute to/from a scheduled assignment based on operational need.
- E. **Call-In Honest and Attendance Occurrence.**

The one-flight modification to the Call-In Honest of Section 6.L., as provided for in Letter of Agreement 10 – TVLOA, shall be extended through the duration of this Agreement.

In the event that a Flight Attendant is unable to timely report for his/her assignment as a result of a delay or cancellation of his/her properly booked positive space travel, pursuant to Sections A – C of this Agreement and Company policy, he/she will not be subject to discipline nor charged with a "Call-In Honest" event under Section 6.L. of the collective bargaining agreement.

F. **Grievance Resolutions.**

1. The Association agrees to withdraw Grievance 18-22 in exchange for the settlement terms and remedy proposed by the Company. The parties have executed a separate letter of settlement.
2. The Association agrees to withdraw the following grievances with prejudice, including the specific contract violations alleged and remedies requested therein:
  - Grievance 09-22 (MEC Group – PCL Vaccine)
  - Grievance 28-21 (MEC Group – Prohibited Cities List)

Specifically, the parties agree that: (1) the Company did not violate any provision of the CBA or past practice when it placed Flight Attendants on the Prohibited Cities List who could not fly to Canada because they were not vaccinated (09-22); and (2) the Company did not violate the CBA when it blocked Flight Attendants from bidding to Canada because they were on the PCL List (28-21).

The Association reserves the right to file grievances in the future (i.e. for circumstances which may occur following the execution of this LOA) over other alleged violations of the specified provisions referenced in the above-referenced grievances, with both parties preserving and maintaining any position they may have taken with regard to the application of such provisions. The parties further agree that they will not cite this withdrawal as evidence in any future proceeding in any forum to support its interpretation of the terms of the parties' collective bargaining agreement.

### G. Contract Clarifications

The parties agree that certain provisions of the CBA related to extensions and junior assignments should be clarified to align with the parties' intent when negotiating and agreeing to the new provisions of Section 5.H.5.:

1. The parties agree that Section 5.G.7.c. shall be deleted and replaced with the following:

c. *A Flight Attendant who voluntarily picks up Open Time Flying:*

*(1) may not have flying added to his/her schedule that would meet the definition of an extension under Section 5.H.5.a. and Section 2.HH.; however*

*(2) he/she remains subject to all rescheduling and cancellation provisions of Section 5.H.1. – 3, and Section 2.LLLL.*

*EXAMPLE: Flight Attendant picks up a 3-day trip from Open Time. At the end of Day 3, he/she has flying added to her schedule that requires her to remain on duty for 2:30 minutes beyond her original release time. There is no cancellation or other flying removed. This is an extension and is a violation of Section 5.G.7.c.*

*EXAMPLE: Flight Attendant picks up a 4-day trip from Open Time. At the end of Day 1, she has flying added removed for Days 2 and 3, and is rescheduled to other flying on those days - flying which requires her to report earlier, and be on duty beyond, her originally scheduled report and release times on those days. All rest requirements are met. This is a cancellation and reassignment and is not a violation of Section 5.G.7.c.*

2. The parties agree that section 2.H.H. shall be revised and amended to read as follows:

*HH. An Extension shall be defined as any involuntary rescheduled flight assignment, including deadhead, which is scheduled to conclude more than one (1) hour and not to exceed three (3) hours beyond the Flight Attendant's original trip.*

3. The parties agree that Section 2.EEE. shall be revised and amended as follows:

*EEE. A Junior Assignment shall be defined as any involuntary flight assignment, including deadhead, which is scheduled to operate on a scheduled Day Off or is scheduled to conclude three (3) or more hours beyond the Flight Attendant's original release time.*

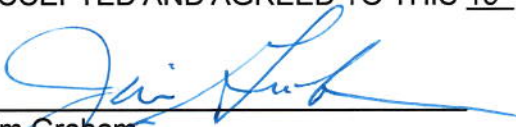
4. The parties agree that Section 5.H.6.a. shall be revised and amended as follows:

*a. A Junior Assignment shall be defined as any involuntary flight assignment, including deadhead, which is scheduled to operate on a scheduled Day Off or is scheduled to conclude three (3) or more hours beyond the Flight Attendant's original release time.*

**H. Effective Date and Duration**


This Letter of Agreement will become effective on April 15, 2022 and shall remain in full force and effect through June 30, 2022, which is the last day of the June 2022 Bid Month.

ACCEPTED AND AGREED TO THIS 15<sup>th</sup> day of April 2022.

  
\_\_\_\_\_  
Jim Graham  
Chief Executive Officer  
Endeavor Air, Inc.

  
\_\_\_\_\_  
Patty Allen  
Vice President, In-Flight Services  
Endeavor Air, Inc.

  
\_\_\_\_\_  
Sara Nelson, International President  
Association of Flight Attendants – CWA

  
\_\_\_\_\_  
Kerry Huebbers, MEC President – Endeavor Air  
Association of Flight Attendants – CWA

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