

**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; and

WHEREAS, the Company and the Association are mutually committed to a voluntary, cooperative, remedial and non-punitive approach to air safety, and

WHEREAS, to that end, the Company and the Association desire to participate in the Federal Aviation Administration's Aviation Safety Action Program ("ASAP"); and

WHEREAS, the Company and the Association share the goal of operating with the highest degree of safety and agree that the ASAP contributes to that goal,

NOW, THEREFORE, it is mutually agreed by and between the parties to this Letter of Agreement that:

**A. Scope**

The Company and the Association will participate in the ASAP program as specified in the ASAP Memorandum of Understanding ("MOU"), attached hereto, after this LOA is signed by the Company and Association.

1. The ASAP MOU is the governing document for the Inflight Aviation Safety Action Program.

2. It is further understood by the parties that the Company or the Association may voluntarily withdraw from the Flight Attendant ASAP MOU in accordance with its terms (Section 8), and in the event either Party elects to do so, this LOA will terminate within thirty (30) days. The Parties agree to give as much notice as practical in the event that either Party exercises its ability to voluntarily withdraw from their participation in the Flight Attendant ASAP MOU.
3. In the event of termination of the MOU, all ASAP reports submitted pursuant to the MOU shall be fully processed by the ASAP ERC and the Company, under the terms of this LOA.
4. Any proposed changes to the Company's ASAP related policies, procedures, or other materials that may affect the Association, or its members shall be provided to the Association's ERC Representative. The Association's ERC Representative may provide input to any of these policies, procedures, or other materials.

#### B. ERC Representatives

1. The Association shall appoint its members and any alternate members to the ASAP Event Review Committee ("ERC") and shall have sole discretion to make any changes to its ERC members.
2. The Company ASAP Manager shall not serve as, nor substitute for the Company ERC representative(s) to the Flight Attendant ASAP program.
3. The Company will compensate the AFA ASAP representative for time spent in participation in ASAP activities as outlined below:
  - a. The Company will approve two (2) days per meeting as Company-paid flight pay loss for one AFA ASAP representative to prepare for any ERC meetings and to attend the meetings. Flight pay loss will have a credit value as outlined in Section 4.O. of the collective bargaining agreement.
  - b. Any training that the Company requests the AFA ASAP representative attend and/or any additional meetings that the AFA ASAP representative attends at the Company's request, shall be Company-paid flight pay loss.
  - c. The Company will provide positive space travel and any necessary hotel accommodations associated with any Company requested attendance at ASAP activities for the AFA ASAP representative.
  - d. If a meeting scheduled at the Company's request is cancelled by the Company, the AFA ASAP representative will be pay protected for the meeting.

#### C. ASAP Reports

1. The Company and the Association ERC meeting participants, as well as other personnel involved in the Company corrective actions of ASAP events, must have signed confidentiality agreements.
2. The Company and the Association agree that information gathered in the course of Flight Attendant participation in ASAP will be shared with all ERC Representatives and that such information will be kept confidential. To help ensure that events are reviewed and resolved in an objective manner, meeting agenda and event narratives provided to the ERC will be cleansed of identifying data per the MOU and current Advisory Circular.
3. When determining whether an ASAP report should be accepted into the Program, the following shall apply:
  - a. There shall be a presumption that an individual's voluntary report of an operational or maintenance issue related to aviation safety under the ASAP meets the criteria for acceptance as a valid report per AC 120-66, as amended.
  - b. If a Flight Attendant submits a report to ASAP that does not involve an inadvertent regulatory violation and/or a safety hazard, the report shall be handled in accordance with FAA guidance. In such a circumstance the ERC may consider converting the report to an inflight safety report, or other appropriate report, and forwarded to the appropriate Company department, in accordance with Company procedures. Prior to forwarding a report under this paragraph to another Company department, the Flight Attendant will be notified of the ERC's action. If subsequent investigation by the Company of a converted report reveals evidence of an inadvertent regulatory violation and/or safety hazard, and the original submission otherwise meets program acceptance criteria, then the report may be accepted into the ASAP Program.
  - c. All employee interviews will be conducted by all three ERC Representatives and facilitated by the ASAP Program Manager. The ASAP Program Manager will make all necessary arrangements.
  - d. Flight Attendants are given the opportunity through the safety reporting system to voluntarily submit their ASAP report into the NASA Aviation Safety Reporting System ("ASRS"), as described in Federal Aviation Administration ("FAA") Advisory Circular 00-46, as amended.

#### D. ASAP and Discipline

1. The Company agrees that it will not impose any discipline against a Flight Attendant in conjunction with:

- a. a sole source ASAP event; or
  - b. a report that is non-sole source to the Company that is accepted based on a consensus decision by the ERC. In the event of an excluded ASAP report, the Company will not use any information provided in the Flight Attendant's ASAP report or through ERC interviews, as reason for discipline.
2. If the Company obtains information about an event, independent of one or more ASAP reports, that information will be sent to the ASAP Manager or Company ERC representative and provided to the ERC for disposition along with the other ASAP report information.
3. Disciplinary Investigation
- a. For an event known to the Company outside of ASAP (paragraph D.1.b. or D.2. above), the Company may conduct a separate investigation at the same time as, or subsequent to, the ASAP investigation that might be ongoing, provided that such investigation complies with Section 3 of the collective bargaining agreement.
  - b. If a reporting Flight Attendant files an ASAP report within forty-eight (48) hours of the event in question, the Association may request that a Section 3 investigatory meeting be delayed until the completion of the ERC process. The Company may, at its discretion, agree to delay the Section 3 meeting.
  - c. The Company shall delay a final determination of a disciplinary status for a Flight Attendant until the completion of the ERC process, when requested by the Association.
4. If a non-ASAP reporting Flight Attendant is identified in another employee's ASAP report that involves a safety hazard and/or an inadvertent regulatory violation, the non-reporting flight attendant shall be given the opportunity to file an ASAP report. If the non-reporting Flight Attendant submits a report within an acceptable timeframe established by the ERC (generally 48 hours), the report will be afforded the same consideration under ASAP as that accorded the report from the original reporting Flight Attendant, provided the report meets all other ASAP acceptance criteria.
5. The Company and Association ERC representatives will not support corrective action that includes discipline (e.g., suspension or termination) for any Flight Attendant.
6. Any ERC prescribed Corrective Actions shall only cover the items related to the event reported. Corrective Actions may include, but are not limited to, skills enhancement, in-person coaching, targeted training, and Quality Assurance Rides (QARs). Reports initially included in an ASAP will be excluded from the program if the employee fails to complete the recommended corrective action in

a manner satisfactory to all members of the ERC. In those cases, failure of any individual to complete corrective action for an apparent violation, a qualification issue, or medical certification or qualification issue in a manner acceptable to all members of the ERC, may result in the reopening of the case and referral of the matter for appropriate action.

E. ASAP Training

1. ASAP information will be included in required training for each Flight Attendant in initial ground school and in annual recurrent training.

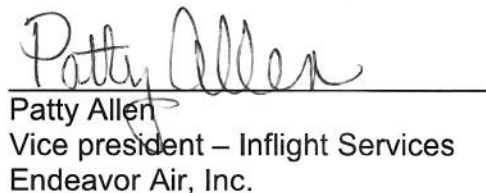
F. Effective Date and Duration

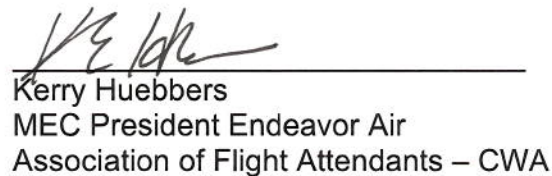
This Letter of Agreement will become effective on its date of signing, and subject to the provisions herein, shall run concurrently with the CBA effective March 31, 2020, subject to the provision pertaining to duration and amendment contained in Section 20 as modified herein.

ACCEPTED AND AGREED TO THIS 20<sup>th</sup> day of December 2022.

  
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 Jim Graham  
 Chief Executive Officer  
 Endeavor Air, Inc.

  
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 Sara Nelson, International President  
 Association of Flight Attendants – CWA

  
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 Patty Allen  
 Vice president – Inflight Services  
 Endeavor Air, Inc.

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

  
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 Todd Tilbury  
 Managing Director – Safety and ACS

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