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 January 16, 2013; and

WHEREAS, the Company will be implementing the use of a SkyPro Device ("SkyPro") for Flight Attendants' use in-flight; and

WHEREAS, the Parties recognize that the SkyPro will contain functionalities for transmitting and collecting location data; and,

WHEREAS, the Parties recognize that the cost of repair or replacement of a SkyPro may incur a significant financial burden upon an individual Flight Attendant; and,

WHEREAS, the Parties further agree that there is mutual benefit to addressing potential issues related to the issuance and use of the SkyPro and through negotiations have met for the purpose of reaching a mutually agreement as to these issues;

NOW THEREFORE, the Parties HEREBY AGREE, as follows:

SKYPRO DEVICES

A. Definition

"SkyPro Device" ("SkyPro") means a Company-issued, Company-owned, electronic device issued to a Flight Attendant for use while on duty. The SkyPro may be enabled with some of, but not limited to, the following functionalities: storage and reference for the Flight Attendant Manual ("FAM"); on-board point-of-sale; passenger information; Company email; and, other Company memorandum and reference documents. The SkyPro may include accessories such as a charger, credit card reader, and case. The SkyPro will be enabled to allow for activation of cellular phone and data service. The SkyPro is deemed to be an "accountable item" as that term is used in the Flight
Letter of Agreement 9 – SkyPro Device

Attendant Manual.

B. Issuance and Use

The Skypro and required accessories will be issued at no cost to the Flight Attendant. Flight Attendants will be permitted to use the SkyPro for personal purposes. Personal use may include, but is not limited to, calls, texts, data usage, downloading and use of applications ("apps"), photographs, and music. Flight Attendants will not be charged any fee for use of the cellular service; however, any costs related to downloading of apps, music, or other services not required by the Company will be the financial responsibility of the Flight Attendant.

Flight Attendants will not be required to monitor or “power on” the SkyPro while off duty or on layover. However, should a Flight Attendant elect to provide his/her SkyPro telephone number to the Company as his/her telephone number of record, then he/she may be required to use the SkyPro while off duty or on layover for the sole purpose of complying with contactability obligations.

A Flight Attendant will be required to read and acknowledge the Endeavor SkyPro Policy at the time he/she is issued a SkyPro Device. A copy of said Policy will be incorporated into the Flight Attendant Manual.

C. Collection and Use of Location Data

The Company will not acquire or utilize location data, whether from Radio Frequency Identification (RFID), Global Positioning Systems (GPS), or other similar technologies, from the SkyPro when a Flight Attendant is off duty, except if the Flight Attendant has reported his/her SkyPro as lost or stolen. SkyPro location data collected when a Flight Attendant is off duty will not be used as a basis to discipline a Flight Attendant. The Association has the right to request and, upon providing authorization from the Flight Attendant, receive SkyPro location data used by or within the possession of the Company. The Company and Association may agree to the use of location data in the event multiple attempts to contact the Flight Attendant have failed and there is concern for the Flight Attendant’s safety or well-being.

D. Damage/Theft/Loss of SkyPro Device and Accessories

1. Lost or Damaged SkyPro

   a. A Flight Attendant will not be financially responsible for an inoperative or damaged SkyPro, except if the device becomes inoperative or damaged as a result of the Flight Attendant’s gross negligence or willful misconduct in caring for or protecting the device.

   b. During the first thirty (30) months after the distribution of the first generation of SkyPro devices, a Flight Attendant may be responsible for a replacement fee of up to fifty dollars ($50.00) for each instance that his/her Company issued SkyPro device is lost or damaged due to either his/her gross negligence or willful misconduct in caring for or protecting the device. Should a Flight Attendant find his/her lost SkyPro after a replacement device is
Letter of Agreement 9 – SkyPro Device

ordered, he/she will be refunded the replacement fee if the device is returned in working order.

2. Lost or Damaged Accessories

a. Replacement of damaged or lost SkyPro accessories will be the financial responsibility of the Flight Attendant. During the first thirty (30) months after the distribution of the first generation of SkyPro accessories, a Flight Attendant may be charged up to $25.00 for each occurrence of a lost credit card reader or a reader damaged by either his/her gross negligence or willful misconduct.

b. The Company will make other replacement Apple compatible accessories readily available at a reasonable cost. In the case of a charger cord or plug Flight Attendants will be permitted to use “after-market” alternatives provided that alternative accessories are Apple certified and in no manner denigrate the functionality of, or cause damage to, the Company-issued SkyPro device. Flight Attendants will not be financially responsible for replacing stolen accessories.

3. Future Replacement Costs for SkyPro Devices and Accessories

After the first thirty (30) months of the SkyPro program, the Company may make reasonable modifications to the amount charged to Flight Attendants for a lost or damaged SkyPro device with due consideration to the cost of replacement devices and its loss, damage and theft incident experience for such devices. The Company shall provide the Association sixty (60) days’ notice of any changes in the replacement amount to be charged to Flight Attendants, and will thereafter meet and confer with the Association regarding any modification prior to implementation. Information on costs and loss, damage, and theft incident experience will be provided to the Association upon request.

4. Stolen SkyPro Devices and Accessories

a. When a Flight Attendant’s SkyPro has been stolen he/she will be required to follow reasonable Company policies relating to reporting the theft. This includes, but is not limited to the following:

   (1) The Flight Attendant must complete a Police Report within fourteen (14) days of the theft of either a SkyPro Device or any Accessory; and

   (2) In the event the theft is believed to have occurred while on an assignment, the Flight Attendant must complete a Flight Incident Report within twenty-four (24) hours of the alleged theft detailing the circumstances under which he/she believes the device was stolen.

b. A Flight Attendant who complies with the theft reporting procedures outlined above will not be responsible for the replacement cost of the SkyPro or any accessory.
Letter of Agreement 9 – SkyPro Device

c. If the Flight Attendant fails to comply with theft-reporting policies the occurrence will be treated as a “lost” SkyPro, and handled in accordance with Paragraphs D.1, D.2, and D.3 above.

E. Loaner SkyPros.

1. The Company will provide a reasonable number of “Loaner SkyPros” at each Domicile in the event a Flight Attendant, for whatever reason, is unable to report for duty with his or her Company-Issued SkyPro. The Flight Attendant will contact the Endeavor SkyPro Hotline to obtain authorization to remove a Loaner SkyPro from the designated secured location at the Domicile.

2. A Flight Attendant who is required to use a Loaner SkyPro shall return it in the manner requested by the Company (either by returning the Loaner SkyPro to the designated secure location at his or her Domicile, or by shipping it directly to the Company’s designated vendor via a pre-paid package) as soon as possible following his/her release from duty at the conclusion of the pairing, but in no case more than fourteen (14) days from the date it is checked out of the Domicile, unless he/she receives expressed permission from base management or the designated Company representative overseeing the SkyPro program.

3. A Flight Attendant will not be charged a fee for the use of a loaner SkyPro, unless he/she fails to return it.

EFFECTIVE DATE AND DURATION

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 July ___, 2018.

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William Lentsch
Chief Executive Officer
Endeavor Air, Inc.

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Jatayne Wells
MEC President
Association of Flight Attendants – CWA

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Joe Miller
Chief Operating Officer
Endeavor Air, Inc.

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

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Patty Allen
Director, In-Flight Services

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Sara Nelson, International President
Association of Flight Attendants – CWA