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 and the Association agree that the existing provisions for base transfers on the basis of "hardship" are vague, and do not specify whether a hardship transfer is permanent or temporary, and;

WHEREAS, the Company and Association further agree that there is mutual benefit to addressing this issue through negotiations and have met for the purpose of reaching a mutually agreed to resolution;

NOW THEREFORE, the Parties HEREBY AGREE, as follows:

HARDSHIP TRANSFERS

Section 8.A.5. shall be revised and amended as follows:

"5. A Flight Attendant who is awarded a permanent position must remain in that position, and will not be eligible for an award to a different position, for a period of three (3) months, unless released earlier by the Company. In the case of a new domicile that has opened in the last twelve (12) months, a Flight Attendant who is awarded a permanent position must remain in that position, and will not be eligible for an award to a different position, for a period of six (6) months, unless released earlier by the Company. A Flight Attendant will be allowed a maximum of two (2) domicile transfers per rolling twelve (12) month period. Requests for "Hardship Transfers" will be considered by the Director of Inflight on an individual basis, an in accordance with the following:

a. Upon written request to the Director of Inflight, a Flight Attendant may request a "hardship transfer" from his/her awarded base to another base. The MEC
President shall be notified of each request by providing to him/her the name of the Flight Attendant and the intended transfer base. If authorized by the requesting Flight Attendant, the Company shall provide a copy of all such requests and any supporting documentation to the MEC President, who may then provide any additional information relevant to the Flight Attendant’s request within five (5) business days.

b. The Director of Inflight will review the individual circumstances of each “hardship transfer” request and may, at his/her sole discretion, grant the Flight Attendant’s “hardship transfer” based upon a showing of undue hardship, exigent circumstances or emergency. The Company will advise the Flight Attendant and Association of its decision in writing within twenty-one (21) days of receiving the request.

NOTE: As a general matter, commuting difficulties, the increased cost of living, or the inability to hold a line or a preferred schedule at the Flight Attendant’s awarded base will not be considered grounds for undue hardship, exigent circumstances or emergency.

c. “Hardship transfers” will be effective for the first full bid month following the approval of such transfer.

d. “Hardship transfers” are not intended to replace the seniority-based awarding of permanent positions as set forth in this Section.

e. Decisions relating to Flight Attendant requests for “hardship transfer” will be confidential, and given each individual Flight Attendant's personal and family situations are unique, an approval or denial shall not be precedent with respect to another Flight Attendant’s request.

f. A Flight Attendant who is approved for a “hardship transfer” to another base shall not cause the displacement of any Flight Attendant awarded a position in that base under this Section 8.

g. “Hardship transfers” approved after the effective date of this Section may be granted for an initial period of up to six (6) months. The Director of Inflight may, at his/her discretion, extend the period of the transfer for an additional three (3) months upon a showing that the undue hardship, exigent circumstances or emergency has not been resolved; however, no “hardship transfer” under this section shall exceed nine (9) months for a single circumstance.

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 12th day of October, 2018.
Letter of Agreement 10 – Hardship Transfer Clarification
October 12, 2018

Joe Miller
Chief Operating Officer
Endeavor Air, Inc.

Jatawne Wells, MEC President
Association of Flight Attendants – CWA

Patty Allen
Director - In-Flight Services
Endeavor Air, Inc.

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

Sara Nelson, International President
Association of Flight Attendants – CWA