

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 previously made temporary changes to the existing collective bargaining agreement to allow for Temporary Unpaid Voluntary Leaves of Absence ("TVLOA") designed to address certain concerns relating to the COVID-19 virus and its impact on the Parties, set forth collectively in Letter of Agreement 7 and the parties' April 29, 2020, Memorandum of Understanding; and

WHEREAS, the Company and Association wish to extend those changes for an additional period of time, as well to incorporate certain additional terms relating to such TVLOAs,

NOW THEREFORE, the Parties HEREBY AGREE, as follows:

1. Temporary Voluntary Leaves of Absence

- a. The Company may offer and, except as otherwise stated herein, all employees covered by this Letter of Agreement may apply for, a Temporary Voluntary Leave of Absence ("TVLOA") in accordance with its terms and conditions.
- b. The Company may offer single Bid Month TVLOAs for up to the next three (3) Bid Months. The number of TVLOAs to be awarded by Domicile and their duration shall be within the discretion of the Company;
- c. The Company shall provide notice to the Association of its intent to offer TVLOAs no later than seven (7) days prior to the window for submitting for such leaves being opened, and the Company shall provide the estimated number of TVLOAs it anticipates granting by Domicile and for what duration. Such data will be provided

for informational purposes only, and shall not obligate the Company to award any specific minimum or maximum number of leaves.

- d. TVLOAs shall be unpaid, and therefore any deductions from any mandatory (e.g., child support, garnishments) or voluntary (e.g., 401(k) contributions or loans, union dues) deductions from a Flight Attendant's normal pay will be paused for the duration of the TVLOA. In the event a Flight Attendant receives pay (e.g. training pay or vacation payout) during a month on which he or she is on TVLOA, mandatory deductions taken pursuant to court order (e.g., child support, garnishments) will apply. The Company may further deduct from such pay monies owed by the Flight Attendant related to his or her annual Flexible Spending Account elections of up to fifty percent (50%) of the total amount owed, or \$350.00, whichever is greater. Further any 2020 FSA balance money owed and not paid back by 12/31/2020, will be withheld from earnings post tax in 2021.

2. Benefits and Features of Voluntary Leaves of Absence

The following shall apply to all Flight Attendants who are awarded a TVLOA in accordance with this Letter of Agreement:

- a. A Flight Attendant on a TVLOA will continue to accrue seniority and longevity for the duration of the TVLOA.
- b. A Flight Attendant on a TVLOA will retain and accrue sick leave and vacation for the duration of the TVLOA.
- c. Insurance Benefits

(1) Medical, Dental and Vision Insurance

A Flight Attendant awarded a TVLOA will remain eligible for the medical, dental and vision insurance for which they are enrolled for the duration of an TVLOA awarded under this Letter of Agreement, and the Company will pay the Flight Attendant's share of premiums for such benefits for the full duration of their awarded leave, regardless of the number of Bid Periods of awarded TVLOA.

(2) Basic and Voluntary Life Insurance, Critical Accident and Illness Insurance, Supplemental Employee/Spouse/Child Life Insurance/ESL, and/or Long Term Disability Insurance

- (a) A Flight Attendant awarded a TVLOA will remain eligible for basic and voluntary life insurance, critical accident and illness insurance and/or supplemental employee/spouse/child life insurance, ESL and/or long-term disability coverage in which the Flight Attendant is enrolled; however, the Company will only be required to pay the Flight Attendant's share of the premiums for these benefits for a maximum of six (6) consecutive Bid Periods of TVLOA awarded under this Letter of Agreement. Thereafter, all coverage for these benefits will cease until a Flight Attendant returns to active service. After a Flight Attendant returns to active service, the

Flight Attendant may take additional TVLOA and the Company will pay the full share of the premiums consistent with the terms of this paragraph.

EXAMPLE: A Flight Attendant is on TVLOA for six (6) consecutive Bid Periods (November 2020 thru April 2021) and returns to active service in the month following the 6th consecutive Bid Period of TVLOA (May 2021), and then is awarded and takes TVLOA for June 2021 thru October 2021. The Flight Attendant's insurance benefits (basic and voluntary life insurance, critical accident and illness insurance, supplemental employee/spouse/child life insurance, and/or disability insurance) will be remain active upon their return to active service in May 2021 Bid Month. Because the Flight Attendant returned to active service for the month following the 6th consecutive month of TVLOA, the Company will pay for its share and the Flight Attendant's share of all applicable insurance benefits for the June – October TVLOA. The Flight Attendant is responsible for their share of the premiums in the Bid Periods of active service, which in this example would be May 2021.

- (b) A Flight Attendant who is on TVLOA for more than six (6) consecutive Bid Periods without returning to active service will not be eligible for the benefits of basic and voluntary life insurance, critical accident and illness insurance, supplemental employee/spouse/child life insurance, and/or any disability insurance starting with the 7th consecutive Bid Period, but such benefits will be reinstated on the first day of the month following the Flight Attendant's return to active service, unless the Flight Attendant returns on the 1st, in which case the benefits will be reinstated on that day.

EXAMPLE: A Flight Attendant is awarded TVLOA for eight (8) consecutive Bid Periods and therefore lost coverage after the first six (6) consecutive Bid Periods. If the Flight Attendant returns from TVLOA on June 3, 2021, the insurance benefits will apply commencing on July 1, 2021.

EXAMPLE: A Flight Attendant is awarded TVLOA for twelve (12) consecutive Bid Periods and therefore lost coverage after the first six (6) consecutive Bid Periods. If the Flight Attendant returns from TVLOA on November 1, 2021, the insurance benefits will apply commencing on November 1, 2021.

- d. A Flight Attendant who is awarded a TVLOA will receive two (2) confirmed positive space passes ("Delta Difference Passes") for travel to any destination to which Delta flies, to be effective on the first day of the TVLOA and used within two years of the end of his or her TVLOA. A Flight Attendant who was eligible for the two (2) Delta Differences Passes as a result of being awarded a TVLOA under either Letter Agreement 7 or the parties' April 29, 2020, Memorandum of Understanding, will not be eligible for any additional passes should he/she request and be awarded additional TVLOA under this Letter of Agreement.
- e. A Flight Attendant on a TVLOA will be entitled to active employee non-revenue space available pass travel in accordance with the Company and Delta Pass Travel Policy.

- f. The Company will not object to any unemployment compensation filed by a Flight Attendant awarded a TVLOA; however, the Company will cooperate with any State or other governmental agency request for information relating to any such claim it may be reviewing. The Company will provide the Flight Attendant documentation of his/her participation in the TVLOA program.

- g. FMLA

A full-time Flight Attendant who is awarded TVLOA will be credited seventy-five (75) hours for each full month of TVLOA for the purpose of calculating his/her FMLA eligibility.

3. Bidding and Awarding of Voluntary Leaves of Absence

- a. No later than the 4th of the month preceding the offering of TVLOA, the Company will make available to all Flight Attendants an electronic method by which they can submit a request for a TVLOA. The Company will also provide the estimated number of TVLOAs it anticipates granting in accordance with paragraph 1.c. above.

- b. A Flight Attendant who desires to elect a TVLOA under this Letter of Agreement, must thereafter notify the Company in writing no later than 1200 CDT on the 8th of the month prior to the Bid Month(s) for which he or she wishes to be awarded a TVLOA.

(1) A Flight Attendant who was not previously awarded a TVLOA may select TVLOA of up to three (3) consecutive Bid Months to begin with the next Bid Month.

(2) A Flight Attendant who has been approved for, or who is already on, an existing TVLOA may not change his/her currently approved TVLOA months; however, he/she may request additional TVLOA for those months not covered by his/her original TVLOA.

EXAMPLE: A Flight Attendant who was awarded a 60-day TVLOA for the Bid Months of November and December 2020, may request a TVLOA of up to any additional 30, 60 or 90 days, to include any combination January, February and March 2021 Bid Months.

- c. A Flight Attendant may withdraw his or her request for TVLOA; however, said withdrawal must be in writing and received by the Company no later than 12:00 CDT 8th (the date on which the bidding window for TVLOA closes), after which any awarded TVLOA must be taken. The Company will provide an e-mail through which the Flight Attendant will notify the Company of his or her desire to rescind his or her request for TVLOA.
- d. Requests for TVLOA under this Letter of Agreement shall be awarded in seniority order by Domicile for each Bid Month TVLOA is offered.
- e. The Company will notify a Flight Attendant if he or she has been awarded TVLOA no later than 1200 CDT on 10th of the month. If awarded a TVLOA, a Flight

Attendant will be considered on TVLOA beginning with the first day of the applicable Bid Month(s). However, a Flight Attendant granted a TVLOA may be required to complete a Trip that is scheduled to continue from the prior Bid Month into the Bid Month for which he or she has been awarded TVLOA.

- f. A Flight Attendant on TVLOA will not be permitted to pick up flying during any Bid Month during which he or she is on TVLOA.

4. Vacation and Training While on TVLOA

- a. A Flight Attendant who has vacation bid during a month in which he or she is on TVLOA will have such vacation paid out upon his or her return from TVLOA. A Flight Attendant who is on TVLOA and does not return to active service prior to the end of 2020 will have his or her vacation paid out on February 1, 2021.
- b. A Flight Attendant who is scheduled for Flight Attendant recurrent training (IRT) during a month in which he or she is on TVLOA will not be required to report to IRT unless the month in question is the last month before he or she would otherwise become disqualified.

5. Furlough While on TVLOA

A Flight Attendant on a TVLOA will receive all benefits associated with this Letter of Agreement for the full duration of his or her TVLOA; however, a Flight Attendant on a TVLOA who is junior to a Flight Attendant involuntarily furloughed pursuant to Section 9, will be changed to involuntarily Furlough status as of the date of Furlough of the more senior Flight Attendant and will thereafter be considered on involuntary Furlough subject to the provisions of Section 9.

6. Returning From Temporary Leave of Absence

- a. A Flight Attendant shall be required to return to work in the first Bid Month following the expiration of his/her temporary leave of absence, and shall be considered an eligible bidder for that Bid Month even though he or she is in on a TVLOA in the month prior to his or her return.
- b. If another leave program is instituted, a Flight Attendant who was granted a TVLOA under this Letter of Agreement will be eligible to participate under the same terms and conditions as other Flight Attendants.

7. Temporary Change to "Call-In Honest" Policy

For the duration of this Letter of Agreement, the language of Section 6.L. **shall remain in full force and effect with the exception of Section 6.L.3. which** shall be revised and amended as follows:

"To use the Call-In-Honest policy the Flight Attendant must have listed and checked in for at least **one (1)** viable option for travel, either of which were cancelled or overbooked. **The option** must be scheduled to arrive at least one hour (60 minutes) prior to scheduled report time. Options can include any air carrier. To consider a flight

viable, the Flight Attendant must take into consideration known passenger loads, weather and operational delays at the airport of departure and destination. The Flight Attendant will make every effort to report for duty on time by allowing additional time if necessary.”

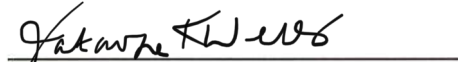
EFFECTIVE DATE AND DURATION

This Letter of Agreement shall be effective on the date of signing, and shall remain in full force and effect through the end of the October 2021 Bid Month (12 Bid Months), unless expressly extended by the written mutual agreement of the Parties.

ACCEPTED AND AGREED TO THIS 5th day of October 2020.



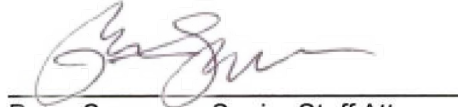
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