
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 Association has requested that the Company address Flight Attendant commuting issues by affording positive space to and from scheduled work assignments as it has done for its Pilots; and

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

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 period of April 19, 2021, through December 31, 2021. Endeavor Flight Attendants will be allowed to start booking positive space travel to and from their scheduled assignments beginning on April 19, 2021. No positive space travel bookings for commuting will be authorized under this Letter of Agreement after December 31, 2021.
- 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 have the ability to book their own positive space travel through TravelNet no later than April 19, 2021, thus allowing Flight Attendants to book positive space for any remaining work assignments in the April 2021 Bid Month and for their awarded schedules in the May 2021 Bid Month and beyond consistent with the duration of this temporary agreement.

D. **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.

E. **Grievance Resolutions.**

1. The Association agrees to withdraw Grievance 68-20 (Holiday Pay-Premium Pay) with prejudice, but subject to the following terms:
 - a. The parties agree that Holiday Pay and Premium Pay cannot be "stacked." When Premium Pay is offered for Trips or Reserve Days picked up on a Holiday, a Flight Attendant will be paid the greater of Holiday Pay or Premium Pay, with any Premium Pay being exempt from the Section 18.M.2 Premium Pay offset rule for the day of the Holiday only. The identified grievant will be paid two (2.0) hours of pay at her applicable hourly rate.
2. The Association agrees to withdraw Grievance 25-21 (Carry-Out Trip Marketing Changes) with prejudice, but subject to the following terms:
 - a. The Association agrees to accept the current application of Section 18.E.5. (Carry-out Trips – Marketing Changes) as it relates to the removal of flying due to marketing changes – an application that matches the Company's current practice with respect to the removal of flying under Section 25.E.1.c.iii. of the Endeavor-ALPA joint collective bargaining agreement, effective January 1, 2018 ("JCBA").
 - b. In the event, the Company's application of Section 25.E.1.c.iii. is challenged and reversed through the grievance and arbitration process in the EDV-ALPA

JCBA, the Company agrees to modify its application of Section 18.E.5. in accordance with any such Award but only prospectively.

- c. In the event ALPA and the Company mutually bargain for, and agree to, a material change or amendment to the application of Section 25.E.1.c.iii, the application of Section 18.E.5. will continue in the same manner as it had at the time of this Letter of Agreement, absent mutual agreement with the Association. The identified grievant will be paid one hour and thirty-two minutes (1.32) of pay at her applicable hourly rate.

3. The Association further agrees to withdraw the following grievances with prejudice, but only as it applies to the time periods, facts and claims presented in the subject grievances from the date of the original filing through the dates of this Letter of Agreement:

- Grievance 24-20 (MEC Group – FLICA)
- Grievance 28-21 (MEC Group – Improper Vacation Payout)

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 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. This Letter of Agreement will become effective on April 21, 2021, and shall remain in full force and effect through the last day of the December 2021 Bid Month.

ACCEPTED AND AGREED TO THIS 19th day of April 2021.



Jim Graham
Chief Executive Officer
Endeavor Air, Inc.



Patty Allen
Vice President, in-Flight Services
Endeavor Air, Inc.

Jatawne Wells, MEC President
Association of Flight Attendants – CWA



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

Sara Neison, International President
Association of Flight Attendants – CWA