

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 (the "CBA");

WHEREAS, the Association and Company have previously addressed Flight Attendant commuting issues by affording positive space to and from scheduled work assignments under the specific terms of Letters of Agreement 11, 13 and 14, the latter of which is set to expire at the conclusion of the June 2022 Bid Month; and

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

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) continuing through for the entirety of the October 2022 Bid Month. No positive space travel bookings for commuting will be authorized under this Letter of Agreement after October 31, 2022.
- 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 continue to have the ability to book their own positive space travel through TravelNet for any remaining work assignments in the June 2022 Bid Month, and for their awarded schedules from the July 2022 through the October 2022 Bid Months, consistent with the duration of this temporary agreement.
- D. In the event the Positive Space Commuting Program expires at the end of the October 2022 Bid Month, the Company agrees that it will revert to its prior policy and may, at its sole discretion, provide positive space travel to a Flight Attendant to commute to/from a scheduled assignment based on operational need.
- E. **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.

F. **Grievance Resolutions.**

- 1. The Association agrees to withdraw the following grievances with prejudice, including the specific contract violations alleged and remedies requested therein:
 - Grievance 36-99-02-23-17 (MEC Group – FLICA Out-of-Base Transactions)
 - Grievance 36-99-02-28-16 (MEC Group – P2 Reserve Assignments)
 - Grievance 36-99-02-49-22 (MEC Group – PBS Help)

The parties agree that the Company did not violate the CBA in the case of the above-referenced grievances.

The Association reserves the right to file grievances in the future (i.e. for circumstances which may occur following the execution of this Agreement) over other 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 or this Agreement as evidence in any future proceeding in any forum to support its interpretation of the terms of the parties' collective bargaining agreement.

G. Contract Modifications.

The parties agree to the following modifications to the CBA:

1. The parties agree, for the duration of this Letter of Agreement only, to modify Section 5.C.4.c. to allow the Company the discretion to provide PBS Support via virtual/electronic means OR by having personnel in each base. The following provisions shall supersede contrary provisions in the current of Section 5.C.4.c. through the term of this Agreement:
 - a. *During the open period for the monthly bid, the Company will provide PBS support in each base. Such support will be provided by SAFAs who have received specific training in PBS. The AFA Scheduling Committee Chair or his/her designee may attend the training provided to the SAFAs. The Company and AFA will meet once per calendar year or upon any substantial change(s) to either the curriculum or its delivery method, and the Company will consider input from the AFA Scheduling Committee in developing the curriculum and its method of delivery for PBS training.*
 - i. *The Company may, at its discretion, provide the above-referenced PBS support by either: (1) having personnel in crew rooms; or (2) providing Flight Attendants access to virtual/online PBS training.*
 - ii. *In the event the Company determines it will provide the virtual/online version of any PBS support, it will notify both the Association and all Flight Attendants at the effected base(s) no later than 14 days prior to the opening of the monthly bid.*
 - iii. *The Company shall make any virtual/online version of PBS support accessible from the Company-provided SkyPro device at no cost to the Flight Attendant.*
2. The parties agree to permanently modify Section 3.E.1. to include Notices of Investigatory Meetings to the list of written notifications which may be delivered via electronic mail. The following provisions shall supersede contrary provisions in the current of Section 3.E.1. through the term of this Agreement:
 - a. *The following written notifications required under this Section may be delivered via electronic mail, with delivery confirmation: Grievances, Notices of Initial Grievance Hearing, Notices of Investigatory Meetings under Section 3.A.3., Director of Inflight's Written Decisions, and System Board Submissions. All written decisions or the Director of Inflight involving discharge grievances shall also be delivered to the affected Flight Attendant ("grievant") via FedEx or USP, signature required. Any other notifications under this Section not delivered or*

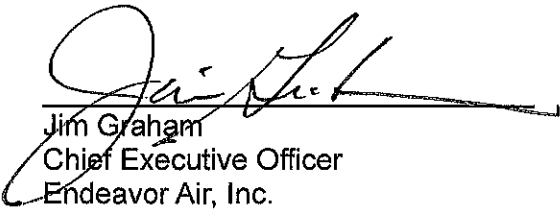
permitted delivered via electronic mail shall be delivered via FedEx or UPS, signature required.


The Company and Association agree to meet no later than sixty (60) days following the expiration of this Letter of Agreement to discuss the need for any changes or clarification to Section 3.E.1. as permanently modified herein. If the parties find no need or are otherwise unable to mutually agree to any change, the version of Section 3.E.1. as set forth in this Letter of Agreement will remain in full force and effect consistent with the duration clause of the CBA.

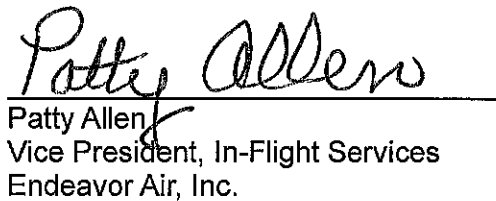
H. Effective Date and Duration

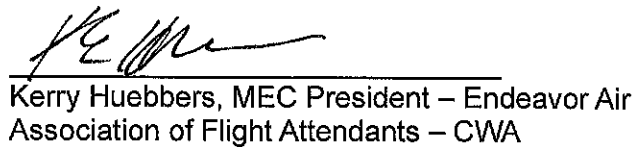
This Letter of Agreement will become effective on the ACCEPTED AND AGREED TO date and shall remain in full force and effect through October 31, 2022, which is the last day of the October 2022 Bid Month.

ACCEPTED AND AGREED TO THIS 10th day of June 2022.


Jim Graham
Chief Executive Officer
Endeavor Air, Inc.


Sara Nelson, International President
Association of Flight Attendants – CWA


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


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


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