

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, with an amendable date of March 31, 2025 (the "CBA");

WHEREAS, the Association and Company recognize the need for modifications to the existing Collective Bargaining Agreement for the mutual benefits of both parties;

WHEREAS, the Association has determined to place this Letter of Agreement before its membership for an affirmative ratification vote as a condition precedent to its execution; and

WHEREAS, the Company and the Association have now met and negotiated improvements to the existing Collective Bargaining Agreement providing for, in part, increases to Flight Attendant Pay Rates and Per Diem and extending the duration of the Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

A. Pay Scale Increases

Effective the first day of the November 2022 Bid Month, the Flight Attendant Pay Table set forth in the Appendix to Section 18 shall be deleted and replaced with the following:

	<u>10/31/2022</u>	<u>4/1/2023</u>	<u>4/1/2024</u>	<u>4/1/2025</u>	<u>4/1/2026</u>	<u>4/1/2027</u>
	4.00%	1.50%	1.50%	1.50%	1.50%	2.00%
0-1 yr.	\$24.71	\$25.08	\$25.46	\$25.84	\$26.23	\$26.75
1-2 yr.	\$25.70	\$26.09	\$26.48	\$26.88	\$27.28	\$27.83
2-3 yr.	\$27.44	\$27.85	\$28.27	\$28.69	\$29.12	\$29.70
3-4 yr.	\$29.31	\$29.75	\$30.20	\$30.65	\$31.11	\$31.73
4-5 yr.	\$31.04	\$31.51	\$31.98	\$32.46	\$32.95	\$33.61

5-6 yr.	\$32.15	\$32.63	\$33.12	\$33.62	\$34.12	\$34.80
6-7 yr.	\$33.75	\$34.26	\$34.77	\$35.29	\$35.82	\$36.54
7-8 yr.	\$35.19	\$35.72	\$36.26	\$36.80	\$37.35	\$38.10
8-9 yr.	\$36.45	\$37.00	\$37.56	\$38.12	\$38.69	\$39.46
9-10 yr.	\$37.51	\$38.07	\$38.64	\$39.22	\$39.81	\$40.61
10-11 yr.	\$38.56	\$39.14	\$39.73	\$40.33	\$40.93	\$41.75
11-12 yr.	\$39.59	\$40.18	\$40.78	\$41.39	\$42.01	\$42.85
12-13 yr.	\$40.26	\$40.86	\$41.47	\$42.09	\$42.72	\$43.57
13-14 yr.	\$41.25	\$41.87	\$42.50	\$43.14	\$43.79	\$44.67
14-15 yr.	\$41.79	\$42.42	\$43.06	\$43.71	\$44.37	\$45.26
15-16 yr.	\$42.32	\$42.95	\$43.59	\$44.24	\$44.90	\$45.80
16-17 yr.	\$42.86	\$43.50	\$44.15	\$44.81	\$45.48	\$46.39
17-18 yr.	\$43.39	\$44.04	\$44.70	\$45.37	\$46.05	\$46.97
18-19 yr.	\$43.93	\$44.59	\$45.26	\$45.94	\$46.63	\$47.56
19-20 yr.	\$44.30	\$44.96	\$45.63	\$46.31	\$47.00	\$47.94
20-21 yr.	\$44.79	\$45.46	\$46.14	\$46.83	\$47.53	\$48.48

B. Per Diem Increase

Effective the first day of the November 2022 Bid Month, the table set forth in Section 18.C.1. of the collective bargaining agreement shall be revised and amended to read as follows:

DATE	PER DIEM
09/01/22	\$2.15
01/01/24	\$2.20
01/01/26	\$2.25

C. “25-in-5” Trip Credit

Effective the first day of the November 2022 Bid Month, Section 5.D.4.I. of the collective bargaining agreement shall be revised and amended to read as follows:

- I. A trip will not exceed five (5) consecutive days or four (4) consecutive nights away from domicile (“**Five Day Trips**”). A Flight Attendant can voluntarily agree to extend this period to six (6) consecutive days or five (5) consecutive nights away from domicile. **For pay purposes only (not schedule credit), Flight Attendants will receive a minimum of twenty-five (25) hours of Pay Credit for each Five-Day Trip built during Line Construction.**

D. Geographic Stipend

Section 18 of the collective bargaining agreement shall be amended to add the following Section 18.N.:

N. Geographic Stipend

- 1. The Company may, at its discretion, offer a Geographic Stipend of up to \$300.00 per month to Flight Attendants at a specific Base(s).**
- 2. Subject to the notice requirements set forth in paragraphs 4. and 5. below, matters within the Company's discretion include the amount (capped at \$300.00) of the Geographic Stipend, the Base(s) to which it will be applied ("Qualifying Base"), and in which Bid Months it will apply.**
- 3. Eligibility.**
 - a. In order to be eligible for the Geographic Stipend, a Flight Attendant must be assigned (on a permanent bid or TDY basis) to a Qualifying Base for the Bid Month and be in "active service," as defined in paragraphs 3.b. through 3.d., below.**
 - b. A Flight Attendant who is not in active service for more than fourteen (14) days in any Bid Month for which the Geographic stipend applies, will not be eligible for the Geographic Stipend in that month.**
 - c. A Flight Attendant will be considered in active service unless he/she is on:
 - (1) a medical leave, other unpaid leave of absence, Long Term Disability, and in the case of military leave, a military leave greater than ninety (90) days; or**
 - (2) Furlough, periods of de-qualification that cause the Flight Attendant to be removed from pay status and that are not caused by the Company, or suspension without pay.****
 - d. A Flight Attendant who is on short term disability or approved FMLA will be considered in active service.**
 - e. A Flight Attendant who is Occupational Injury Leave (OJI) will be considered in active service for the first ninety (90) days from the date of injury.**
- 4. Prior to implementing or increasing the amount of the Geographic Stipend, the Company will:**
 - a. provide no less than sixty (60) days' notice to the Association and all Flight Attendants; and**
 - b. release all new hire freezes at least thirty (30) days prior to the effective date of the Geographic Stipend.**

5. Prior to terminating or reducing the amount of the Geographic Stipend, the Company will:

- a. provide no less than one-hundred and twenty (120) days' notice to the Association and all Flight Attendants;**
- b. release all new hire freezes at least thirty (30) days prior to the effective date of the geographic stipend; and**
- c. as it relates to new hire Flight Attendants whose class dates are scheduled within the 120-day notice window referenced above, the Company will provide such notice as part of the flight attendant's conditional job offer.**

6. The payment of the Geographic Stipend will be considered regular wages and shall be made on the second paycheck of the month following (the 16th paycheck).

E. Training - New Aircraft Certification

Effective the first day of the November 2022 Bid Month, Section 12.E.1. of the collective bargaining agreement shall be revised and amended to read as follows:

1. The Company will train and qualify all Flight Attendants on all Company operated aircraft based in his/her domicile.

EXCEPTION: In the case of any flying required or undertaken by the Company as part of the certification of a new aircraft type, the Company retains the sole discretion to select, train and assign the Flight Attendants who will conduct such certification flying. The Company will provide notice to the Association no later than thirty (30) days prior to the start of any required training associated with the new aircraft certification. Any Flight Attendant selected to be trained to perform flying under this paragraph shall be paid in accordance with the terms of Section 18 of the Collective Bargaining Agreement.

F. Commuter Issues

The Company and Association have agreed and committed to further discussions relating to issues specific to commuters as set forth in the attached Memorandum of Understanding.

G. Contract Extension

Effective with the date of signing of this Letter of Agreement, Section 20.A. of the collective bargaining agreement shall be revised and amended to read as follows:

- A. Unless otherwise stated herein, this Agreement shall become effective on March 31, 2020, and will continue in full force and effect until **March 31, 2027** and shall renew itself without change each succeeding March 31st thereafter, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party at least **three (3)** months prior to March 31, 2027, or any year thereafter.

H. Copies of Collective Bargaining Agreement

Within forty-five (45) days after the ratification and execution of this Letter of Agreement, an updated version of the CBA will be published with the contract modifications of this Letter of Agreement included within the body of the CBA, where practical. The Company shall provide each Flight Attendant with a method to access this Agreement electronically, as a searchable PDF document, on the SkyPro. In addition, within ninety (90) days after the ratification and execution of this Letter of Agreement the Company will print a reasonable number of hard copies of this Agreement, which shall be maintained and available at each base for the use of Flight Attendants in the event electronic access to the agreement is temporarily unavailable. A reasonable number of hard copies will also be provided to the AFA-CWA Master Executive Council. A Flight Attendant requesting a printed copy of the Agreement shall be provided a single copy in that format.

I. Effective Date and Duration

This Letter of Agreement will become effective on its date of signing, and subject to the provisions herein, shall run concurrently with the CBA effective March 31, 2020, subject to the provision pertaining to duration and amendment contained in Section 20 as modified herein.

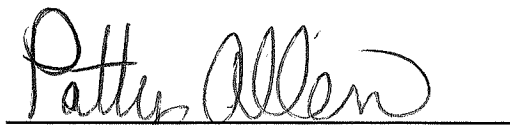
ACCEPTED AND AGREED TO THIS 31st day of October 2022.



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