LETTER OF AGREEMENT between PIEDMONT AIRLINES, INC.

PIEDMONT AIRLINES, INC. and

THE FLIGHT ATTENDANTS IN ITS SERVICE as represented by THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

AMENDMENT TO SECTION 3.B. MINIMUM MONTHLY GUARANTEE

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between PIEDMONT AIRLINES, INC., ("the Company") and the Flight Attendants in the service of PIEDMONT AIRLINES, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO (the "Union" or "AFA"), with both the Company and Union referred to as "the parties."

Whereas, during the negotiations of the new collective bargaining agreement ("CBA") ratified on March 2, 2022, the parties agreed to certain provisions regarding Flight Attendant pay as it relates to the minimum monthly guarantee, and

Whereas, the Union filed AFA Grievance Number 58-99-2-1-22 (Violation of Letter of Agreement No. 2 – Misapplication of 77-hour Monthly Guarantee True up – MEC) alleging that the Company was violating Letter of Agreement (LOA) 2 of the CBA by misapplying the 77-hour monthly guarantee true up, and

Whereas, the Parties desire to resolve this matter without further processing.

Now therefore the Parties agree as follows:

1. Effective on the date of signing of this Letter of Agreement (LOA), Section 3.B. of the CBA shall be amended to read as follows:

B. Monthly Guarantee

1. Hard/Build-up Lineholders

A Flight Attendant holding a regular or build-up line for a month will be guaranteed a minimum of seventy-seven (77) hours of flight pay at the Flight Attendant's applicable hourly rate. When a Flight Attendant is not available for flight duty for an entire month, the monthly guarantee will be prorated. For purposes of prorating the guarantee, a Flight Attendant who is in training, or on sick leave, military leave (i.e., weekend drill), bereavement leave, or vacation is not considered unavailable and will not have a prorated guarantee for that month...

- 2. A Flight Attendant holding a pure reserve line for a month will be guaranteed seventy-seven (77) hours at the Flight Attendant's applicable hourly rate. When a Flight Attendant is not available for flight duty for an entire month, the monthly guarantee will be prorated. For the purposes of prorating the guarantee a Flight Attendant who is in training, or on sick leave, military leave (i.e., weekend drill), bereavement leave, or vacation is not considered unavailable and will not have a prorated guarantee for that month.
- 3. Except as otherwise provided, a Flight Attendant who is unavailable for part of a month will have a guarantee prorated for that month. A flight attendant will be paid for each day of availability (including days off) using the following calculation: 77 hours multiplied by 12 months then divided by 365 days (2.53 hours per day).
- 2. Effective on the date of signing of this LOA, Section 7.C.1. of the CBA shall be amended to read as follows:

- 1. Lines of flying will be constructed between seventy-seven (77) and ninety (90) credit hours based on a thirty/thirty-one (30/31) day month. A variety of bid lines will be constructed, with priority given to constructing lines with similar trips (e.g. single day trips or multi-day trips or CDO's, etc.) recognizing that a number of variables including flying allotted to the domicile, weekend/holiday schedule adjustments, etc. may make it difficult to build "pure" lines.
- 3. Effective on the date of signing of this LOA, Section 24.N.2. of the CBA shall be amended to read as follows:
 - 2. Notwithstanding Paragraph N.1.above, a Flight Attendant who takes a Leave of Absence of any type (including FMLA for self or other), takes paid leave with insufficient paid time available or who drops below seventy-seven (77) hours, may be overpaid. Piedmont Airlines may recoup the overpaid monies in the subsequent and/or second pay check following the overpayment. If Piedmont anticipates that the Flight Attendant's pay check will have a zero balance, the Flight Attendant will be provided written and/or email notification that a zero-balance paycheck should be expected.
- 4. Concurrent with the date of signing of this LOA, the Company shall make available the sum of ten thousand dollars (\$10,000) for the purpose of disbursement to Flight Attendants. The manner of disbursement, including the amount to be disbursed to each Flight Attendant, shall be at the Union's discretion. The Union shall provide such disbursement information to the Company not later than sixty (60) days following the date of signing of this LOA. The Company will disburse such amounts not later than forty-five (45) days following notification from the Union.
- 5. Upon full execution of this LOA and disbursement of funds provided for in paragraph 2. above, AFA Grievance Number 58-99-2-1-22 (Violation of Letter of Agreement No. 2 Misapplication of 77-hour Monthly Guarantee True up MEC) shall be considered resolved. As such, in consideration of the above, the receipt and sufficiency of which is acknowledged, the Union releases and forever discharges the Company from any and all disputes, concerns, damages, actions, or claims (individual or group) alleged in the grievance referenced herein. Further, the Union agrees that it will not support any future claim or action by an individual Flight Attendant alleging a violation of the CBA using the same or similar set of facts as the grievance referenced herein.
- 6. Upon full execution of this LOA, LOA 2 (Monthly Guarantee True-Up), of the CBA dated July 2022 shall be considered null and void and have no further effect.

N WITNESS WHEREOF, the parties here August 2023.	to have signed this Letter of Agreement this	_ day of
For Piedmont Airlines:	For the Association of Flight Attendants:	
Edward Leverton Vice President of Flight Operations	Sara Nelson International President	
Mandy McGuigan Director of InFlight Services	Alicia Hendrix MEC President	
	Richard/P. Wrede	