

LETTER OF AGREEMENT No. 129
between
DELTA AIR LINES, INC.,
ENDEAVOR AIR, INC.
and
THE AIR LINE PILOTS
in the service of
ENDEAVOR AIR, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between DELTA AIR LINES, INC. (hereinafter referred to as "Delta"), ENDEAVOR AIR, INC. (hereinafter referred to as "Endeavor") and the AIR LINE PILOTS in the service of ENDEAVOR AIR, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the "Association" or "ALPA").

WHEREAS, Delta, Endeavor, and the Association (herein collectively referred to as "the Parties") have recently entered into Letter of Agreement No. 125, Hiring and Flow Rights (hereinafter referred to as "LOA 125"), providing a career progression program through which Endeavor Seniority List Pilots hired on or before June 3, 2021 have been afforded the opportunity to Flow to Delta in accordance with said Letter of Agreement; and

WHEREAS, the Parties have jointly met and discussed the mutual benefits of instituting an additional career progression program through which Delta will offer Endeavor Seniority List Pilots hired after the effective date of LOA 125 career advancement opportunity at Delta;

WHEREAS, the Parties agree that in the event a modification to the Delta Pilot Working Agreement (hereinafter referred to as "the PWA") which results in the Hiring and Flow Rights be covered under the terms and conditions of the Career Advancement Program or "CAP"; and

WHEREAS, the Parties have developed and mutually agreed to institute the CAP for that purpose.

NOW THEREFORE, it is hereby agreed that:

Subject to the eligibility requirements in paragraph A., below, Delta will offer employment to an Endeavor Pilot in accordance with the terms set forth below. An otherwise eligible CAP Pilot will not be required to interview, undergo a simulator evaluation, submit to a preemployment medical examination, complete a job knowledge test, or be subject to any objective hiring criteria Delta establishes for any off-the-street hires as set forth in paragraph A.1.c., below.

A. Eligibility Requirements

1. General Eligibility Requirements

In order to be eligible for advancement under the CAP, a Pilot must meet the following general eligibility requirements:

- a. Be on the Endeavor Pilot System Seniority List on or after the effective date of the CAP.

EXCEPTION: A Pilot who was hired by Delta under LOA 125 but who is returned to Endeavor as a result of a new hire training issue at Delta is not eligible for the CAP.

- b. Have served at least fifty-four (54) months of active service with the Company, with at least the last twenty-four (24) of which must have been in active service as a Captain.

NOTE: For purposes of these requirements, a Pilot will be deemed to be in “active service” unless he is on a medical leave, other unpaid leave of absence and/or Long Term Disability, military leave of greater than ninety (90) days, furlough, periods of dequalification that cause the Pilot to be removed from pay status that are not caused by the Company, suspension without pay, or Time Off Without Pay.

A Pilot who is on ESL or approved FMLA will be considered to be in active service. A Pilot who is on Occupational Injury Leave (“OJI”) will be considered to be in active service for the first ninety (90) days from the date of injury.

- c. Meet all the objective hiring criteria and requirements established by Delta, which include:
 - i. 1,500 hours of flight time;
 - ii. 1,000 hours of fixed wing turbine time;
 - iii. 250 hours PIC or SIC as defined in 14 CFR 61.159(a)(5);
 - iv. 50 hours of multi-engine airplane time;
 - v. FAA Commercial Pilot Certificate with Instrument – Airplane;
 - vi. Current FAA First Class Medical Certificate;
 - vii. All aeronautical experience requirements for an ATP, Airplane category rating;
 - viii. Current ATP written exam;
 - ix. At least 23 years of age;
 - x. Current passport or other travel documents;
 - xi. FCC Radiotelephone Permit;
 - xii. Required vaccinations;

- xiii. No DUI within ten (10) years of submission to the CAP; and
- xiv. No “less than honorable” discharge from the military

- d. Except as provided in paragraph A.1.f., below, Delta retains the ability to modify its objective hiring criteria, but in no case will the objective hiring criteria for Pilots covered by this Letter of Agreement be more restrictive than those of an off-the-street hire.
- e. Except as provided in subparagraph A.1.f., below, Delta will not apply its current four (4) year degree requirement to Pilots covered by this Letter of Agreement.
- f. In the event Delta determines it is necessary to modify or add to its objective hiring criteria for CAP Pilots, it will provide Endeavor and the Association no less than ninety (90) days’ notice of such change. Any Pilot hired by Endeavor prior to the effective date of such change will not be subject to the modification or addition.

EXAMPLE: On June 1, 2022, Delta advises Endeavor and the Endeavor MEC that they wish to implement a 4-year degree requirement. All Pilots hired on or before August 30, 2022 will be exempt from this requirement. Pilots hired after August 30, 2022 of that year will be required to comply with the 4-year degree requirement.

- g. Agree to the release of all employment and training records when requesting to advance to Delta under this CAP.
 - h. Complete all applicable forms, paperwork, and other application processes (background checks and PRIA) required by Delta of other applicants as follows:
 - i. Any advancement from Endeavor to Delta under the CAP must be accompanied by all legal or statutory disclosures, including those required by PRIA. Consistent with the policies of both Endeavor and Delta, should such PRIA disclosures contain information that would disqualify any non-CAP pilot, the CAP pilot will be given due consideration to their overall work record at Endeavor in addition to the eligibility requirements described in this paragraph A.1. and may still be offered employment under the CAP. A Pilot who has been previously subject to any certificate revocation, suspension, or similar enforcement action by the FAA relating to an incident involving the operation of an aircraft, within five (5) years of their CAP submission may be denied advancement to Delta under this CAP.
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- ii. An eligible Endeavor pilot who elects to advance to Delta under the CAP but who thereafter fails Delta's fingerprint, background check, or drug screen will not be offered employment with Delta, nor would such Pilot be eligible to be rehired or reapply with Delta. Such Pilot will be handled in accordance with the processes of the Endeavor-ALPA Joint Collective Bargaining Agreement ("JCBA").
 - i. An eligible Endeavor pilot who attempts to advance to Delta under the CAP, but who possesses a First Class Medical with a Special Issuance related to alcoholism and/or substance abuse will be required to enroll and participate in Delta's DPAC Program, including the execution of any required Contract A or Contract B agreements.
 - j. An eligible Endeavor Pilot's Application on Airline Apps must be fully completed and/or updated no later than two (2) weeks prior to the submission of their name to the Company for participation in the CAP.
- 2. Performance and Professionalism Eligibility Requirements
 - a. In order to be eligible for advancement under the CAP, a Pilot must meet the following performance and professionalism eligibility requirements:
 - i. Training Records. A Pilot will not be eligible to advance to Delta under the CAP if they have two (2) or more unsatisfactory results ("unsats") on any of the following checking-type events at Endeavor within the previous thirty-six (36) months:
 - ii. Advanced Qualification Program (AQP) Checking Events:
 - (a) Line Operational Evaluation (LOE)
 - (b) Line Check
 - b. Disciplinary Letters. A Pilot will not be eligible to advance to Delta under the CAP if the pilot has:
 - i. A disciplinary letter or last chance agreement (other than a Contract A or Contract B Agreement under Delta's DPAC Program) that is "active" in their file in accordance with the terms of and subject to the processes of the Endeavor-ALPA JCBA; or
 - ii. Received two (2) or more disciplinary letters within the previous thirty-six (36) months that were not subsequently overturned or removed in accordance with the terms of and subject to the processes of the Endeavor-ALPA JCBA.

c. Reliability (Attendance Levels) or Dependability (Strike Letters). A pilot will not be eligible to advance under the CAP if the pilot has:

- i. An attendance reliability or dependability letter that is “active” in their file
- ii. Endeavor retains the ability to modify its Attendance and Absenteeism Policy. However, in the event Endeavor does so, it will provide the Pilots and ALPA no less than ninety (90) days’ notice of such modification. Any Pilot hired at Endeavor under the CAP prior to the effective date of such modification will be subject to the Attendance and Absenteeism Policy in effect prior to the modification, consistent with paragraph A.1.f., above.

NOTE: A Pilot who is withheld from service or otherwise subject to the Section 19 process under the Endeavor-ALPA JCBA at the time they are offered the opportunity to advance to Delta under the CAP will have that opportunity delayed until such process is complete and they remain otherwise eligible under paragraphs A.2.b. and A.2.c., above.

3. Previous Employment with Delta

A Pilot will not be eligible to advance under the CAP if the Pilot was previously employed by Delta, in either a pilot or non-pilot position and, upon leaving Delta, was coded as “no rehire.”

B. CAP Start — Impact on LOA 125

1. The CAP applies to Pilots hired on or after June 4, 2021. Advancement of Endeavor pilots to Delta under the CAP will not begin until all eligible Pilots holding Flow Rights under LOA 125 have been offered the opportunity to Flow.
 2. In the event the terms and conditions of LOA 125 change and that results in the elimination of the Flow Program for Pilots hired on or before June 3, 2021, those Pilots will be governed by the terms and conditions of the CAP contained herein, even though they were hired prior to June 4, 2021. The parties further agree that the contract extension set forth in Letter of Agreement No. 126 (Contract Extension), paragraph B. (amendable date January 1, 2029), shall, absent mutual agreement, remain in full force and effect regardless of whether the Flow Program established under LOA 125 is terminated or otherwise rendered void.
 3. In order to participate in the CAP, a pilot must:
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- a. Review CAP eligibility requirements set forth in paragraph A.1., above, and all Delta objective hiring criteria, as set forth in paragraph A.1.c., above, to determine whether they are eligible to participate in CAP;
- b. Fully complete, including the obligation to update within two (2) weeks of submission e-mail, an application on "AirlineApps" and PUBLISH; and
- c. Send an E-mail to 'AskCAP@EndeavorAir.com' stating legal name (as entered in AirlineApps), employee number, statement that you meet requirements to participate in CAP and request that your name be added to the list of eligible pilots that will advance to Delta as outlined in Paragraph B.4., below.

NOTE: An eligible Endeavor Pilot's application on Airline Apps must be fully completed and/or updated no later than two weeks prior to the submission of their name to the Company for participation in the CAP.

4. Upon completion of all steps outlined in paragraph B.3., above, the Pilot's name will be placed in seniority order with the other Pilots requesting advancement to Delta under the CAP. Each month a predetermined number of the most senior eligible Pilots as outlined in Paragraph C., below, will move to Delta. Pilots will not be placed in order of submission.
5. A CAP Pilot may, upon a showing of good cause, as determined by the Endeavor Vice President of Flight Operations and the Endeavor MEC Chairman, or their respective designees, request to delay their Delta date by one (1) month, forgoing all seniority rights associated with the first class date, and will be placed in the next available class. In the absence of mutual agreement between Endeavor and the Association, the Pilot's request will be granted. If the Pilot fails to accept the next class date, they will forfeit all opportunities to move to Delta under the CAP, unless there are extenuating circumstances beyond the Pilot's control.
6. Except for a Pilot on military or some other Company-approved leave at the time they are offered a class date under the CAP, an eligible Pilot who elects not to advance to Delta when offered the opportunity to do so under the CAP will permanently forfeit any future employment opportunity at Delta provided for by the CAP.
7. A pilot who is on Military Leave or some other form of Company-approved Leave (e.g., Medical or Personal Leave) at the time they are offered a class date under the CAP will be eligible to advance to Delta under the CAP upon their return to active service and assuming the Pilot otherwise remains eligible for the CAP.

C. Number of CAP Advancements

1. Except as noted in paragraph C.2., below, the minimum number of eligible pilots who may advance to Delta each month shall be the lesser of twenty (20) or fifty percent (50%) of the total number of Pilot positions offered by Delta in that month. The Company retains the ability to send more Pilots than the minimum number described above.
2. The number of pilots who will advance to Delta under the CAP as described above may be reduced under the following circumstances:
 - a. Delta is not offering new hire pilot positions, or Delta is hiring less than the minimum number of pilots in the month in question; or

EXAMPLE: Delta hires a total of 5 pilots in a given month. Under the terms of the CAP, 2.5 pilots would be eligible to move to Delta under the Program. In that month, Endeavor would move three (3) eligible CAP Pilots to Delta using standard rounding.

- b. There is an insufficient number of eligible Endeavor pilots who have submitted their names for advancement to Delta and/or who meet the eligibility requirements in paragraph A., above.

D. Pilots Advancing to Delta Under the CAP

An Endeavor pilot who advances to Delta must resign their employment with Endeavor; however, the effective date of the Pilot's resignation cannot be more than fourteen (14) days prior to their class date with Delta. Unless a Pilot elects otherwise, their separation date will be seven (7) days prior to their class date.

E. Forfeiture of Offer of Employment

An Endeavor Pilot who is offered employment by Delta under this Program but who thereafter fails to remain in continuous employment at Endeavor until the effective date of their resignation from Endeavor (see paragraph D., above) will forfeit their right to advance an offer of employment under this Program.

F. Off-the-Street ("OTS") Interviews

1. Pilots currently or potentially eligible for the CAP may elect to interview with Delta as an OTS candidate, provided the interview is obtained through Delta's full screening process applicable to other OTS candidates. An OTS interview will include any subsequent interview opportunities that other similarly situated OTS candidates have available.
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2. A Pilot who is eligible to participate in the CAP, but who elects to interview with Delta as an OTS candidate, will no longer be eligible for CAP advancement if they do not receive a Conditional Job Offer ("CJO") as result of the OTS interview process.
3. An otherwise qualified CAP Pilot who previously received a Qualified Job Offer from Delta as part of the Propel program but who failed the MMPI/Psych portion of the Delta Interview Process will no longer be eligible for CAP advancement.
4. A Pilot hired prior to June 4, 2021 will still be eligible for participation in the CAP program even if they were unsuccessful in a previous Delta interview or advancement program, including an OTS interview, provided their OTS or advancement opportunity occurred prior to the expiration of the Flow Program as defined in LOA 125.

G. Training Failure Rights

An eligible Endeavor Pilot who advanced to Delta under the CAP but who does not successfully complete any portion of their initial training and/or operational experience ("OE") at Delta may return to Endeavor with their previous seniority and longevity. Endeavor will meet and confer with the Association to resolve any issues involved with such return. In the event Endeavor takes action to which the returning pilot objects, such action will be subject to the grievance process and System Board procedures as set forth in the Endeavor-ALPA JCBA.

H. Effective Date and Duration

The Letter of Agreement will become effective on date of signing, and subject to the provisions herein, shall run concurrently with the principal employment agreement effective February 18, 2011, including any status quo period under the Railway Labor Act, subject to the following:

1. The commitments of the CAP for Endeavor Pilots will terminate and shall have no further force or effect upon the earlier of the following:
 - a. The effective date on which Endeavor Air, Inc. is no longer a wholly-owned subsidiary of Delta Air Lines;
 - b. The effective date on which the pilots of Endeavor Air, or its successor, are no longer represented by ALPA;
2. Any Pilot hired at Endeavor before the CAP is terminated will remain eligible for a CAP so long as they are otherwise eligible.

3. Any dispute arising out of interpretation or application of this Agreement will be resolved by final and binding arbitration, using the expedited process set forth in Section 21.C.8. of the Endeavor-ALPA JCBA.