

LETTER OF AGREEMENT 00-006

between

NETJETS AVIATION INC.

and

THE FLIGHT ATTENDANTS

in the service of

NETJETS AVIATION INC.

as represented by the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION INC. (“NJA” or “Company”) its successors and assigns, and the Flight Attendants in the service of NJA as represented by INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION (“IBT” or “Union”).

WHEREAS, the parties have reached a Tentative Agreement through an interest-based bargaining process to modify the 2019 Amended Agreement;

WHEREAS, upon ratification, the Tentative Agreement shall be known as the 2023 Amended Agreement; and

WHEREAS, the parties share a mutual interest in an orderly and efficient transition and implementation process;

NOW, THEREFORE, the parties stipulate and agree as follows:

1. The parties shall execute the 2023 Amended Agreement (2023 AA) and all new LOAs entered into in connection with the 2023 AA immediately upon ratification, unless otherwise agreed to in this LOA. The 2023 Amended Agreement and all such LOAs shall become effective immediately upon ratification except as otherwise mutually agreed.

2. The short term disability benefit changes in Section 24.3 of the 2023 AA shall become effective for any STD application submitted on or after June 1, 2023. For purposes of clarity, Flight Attendants who are on approved short-term disability (STD) on or prior to May 31, 2023 or have submitted an application for STD benefits on or prior to May 31, 2023, which is subsequently approved, shall continue to receive the benefit pursuant to the 2019 CBA for the duration of that approved STD.

3. The parties have established a new Union Representative on Duty (UROD) program pursuant to Section 18.7 of the 2023 AA and agree to adhere to scheduling practices in the same manner as the Company schedules the Steward on Duty program pursuant to Section 18.6 of the NetJets-NJASAP CBA.

4. The parties have established Standby duty pursuant to Section 28.5(F) of the 2023 AA and agree to administer the new provisions in the same manner as the the Company administers Section 28.3(F) of the NetJets-NJASAP CBA including any related interpretive transcripts and administrative agreements. Likewise, a new Hot Spare Flight Hour credit and Flight Hour credit calculation have been established under Letters of Agreement 27-005 and 27-006, respectively, and the parties agree to administer the new provisions in the same manner as the Company administers similar agreements between NetJets and NJASAP.

a. The parties acknowledge that pay calculations under these new provisions will require changes to the Company's technology systems. The Company will endeavor to make such changes to automate the pay calculations as soon as reasonably practicable following ratification and, if necessary, will make timely retroactive payments from ratification until automation.

5. The parties have established a new PTO system under Section 10 of the 2023 AA. and the parties agree to administer the new provisions of Section 10 along with associated side letters in the same manner as the Company administers Section 10 of the NetJets-NJASAP CBA including any related interpretive transcripts and administrative agreements.. The new PTO system includes a Flight Attendant PTO cash out election. In order to ensure a timely cash out election, the Company shall make available a cash out election form at time of ratification. Flight Attendants who wish to make a cash out election to be in effect for the January 1, 2024 PTO cash out are required to fill out and return the form within 30 days of ratification. The default election for a Flight Attendant who fails to make an election will be to leave the Overflow PTO days in the Long Term PTO Bank for use in accordance with subsection 10.6(C).

a. Any election made under paragraph 5 of this LOA will be null and void in the event the 2023 AA is not ratified.

6. The parties have established a new IOE training schedule pursuant to 19.4 of the 2023 AA and agree to administer the new provisions of Section 19.4 in the same manner as the Company administers similar provisions in Section 19.4 of the NetJets-NJASAP CBA including any interpretive transcripts and administrative agreements.
7. The parties will prepare a LOA status table by mutual agreement to include the status (e.g., superseded, modified, incorporated, remaining in effect) of all Letters of Agreement in effect prior to ratification of the 2023 AA.
8. The parties agree to address in good faith and not unreasonably withhold agreement to reasonable requests for transition periods to make changes to rules and practices not specifically addressed in this Implementation LOA, but required by the 2023 AA.
9. The parties agree to correct any inadvertent errors, omissions, or typographical errors in the 2023 AA prior to printing.

Signed this ____ day of _____, 2023.

For the Union:

For the Company:

Mark Vandak
President, Teamsters Local 284

Alan Bobo
EVP, COO, Operations