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AGREEMENT

between

ENVOY AIR INC.

and

TRANSPORT WORKERS UNION
OF AMERICA, AFL-CIO

covering

FLEET SERVICE CLERKS
of
ENVOY AIR INC.

Effective Date - October 2, 2021

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ENVOY AIR INC.
and the
TRANSPORT WORKERS UNION OF AMERICA,
AFL-CIO

covering
Fleet Service Clerks
Effective October 2, 2021

This Agreement is made and entered in accordance with the provisions of the Railway Labor Act, as amended by and between ENVOY AIR INC., hereinafter collectively referred to as the “Company”, and the TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO, hereinafter known as the “Union”. Whenever reference is made herein to the “Company”, such reference refers to either American Eagle Airlines, Inc. or Executive Airlines, Inc. whichever is the employer of the applicable employee.

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ARTICLE 1: RECOGNITION AND SCOPE

- A. In accordance with Recognition Agreements between SIMMONS AIRLINES, INC. and TRANSPORT WORKERS UNION OF AMERICA dated May 12, 1989 and August 31, 1992, and FLAGSHIP AIRLINES, INC. and TRANSPORT WORKERS UNION OF AMERICA dated May 9, 1990, the Company hereby recognizes the Transport Workers Union of America, AFL-CIO as the sole bargaining agent for all Fleet Service employees employed by the Company, and in their behalf to negotiate and conclude an Agreement with the Company with respect to rates of pay, rules and working conditions for all employees covered under this Agreement in the Title Groups set forth in Article 10.
- B. This Agreement is binding upon the parties hereto and their successors and assigns.
- C. It is understood and agreed that supervisors and other employees may assist in the performing of any work that may be necessary to complete a particular operation. This provision will not be used on a routine basis but will cover those instances wherein short-term help is required to complete the operation in question and due to the nature of the operation, overtime from the work unit is not readily available.
- D. Contracting Out of Work - The Company reserves the right to contract in or contract out any or all such work covered by this Agreement if by so doing the Company is able to accomplish such work more economically, provided however, that the Company will not layoff any employee covered by this Agreement solely by reason of the fact that the work ordinarily done by such employee has been contracted out. It is understood and agreed that should the Company at such time not have the manpower, facilities or tooling to do a particular job, such work may be contracted out without limitations.
- E. Prior to the staffing of any new cities, or upon notice of a significant growth of any existing cities, not currently staffed with Fleet Service Clerks represented employees, the Company agrees to meet with the TWU within a reasonable time frame in order to provide the TWU an opportunity to demonstrate that the work can be accomplished at an equal or less total cost to the Company by Envoy Air Inc. TWU Fleet Service Clerks covered by this Agreement. The Company will provide a quarterly report to the International Union, which will identify the annual departures of Envoy Air Inc. flights by city/location. In such locations where the TWU is unable to demonstrate that they can accomplish the work required at an equal or less total cost basis, such work will continue to be performed by station agents.



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- F. After the date of signing of this Agreement any new city/cities staffed by the Company with the TWU Fleet Service Clerks as a result of the provisions of Article 1.E., above, will not be subject to the provisions of Article 1.D. For purposes of this paragraph a new city is defined as any city other than BOS, DFW, JFK, LAX, LGA, MIA, ORD and SJU.
- G. In the event that the Company is a party to any merger, purchase, sale or acquisition, consolidation, reorganization or similar corporate transaction, the Company will meet with the Transport Workers Union to discuss the merger, purchase, sale or acquisition, consolidation, reorganization or similar corporate transaction. The Company will provide the Transport Workers Union with information concerning the proposed merger, purchase, sale or acquisition, consolidation, reorganization or similar corporate transaction at the earliest practical time to allow the Union to prepare for those discussions. Those discussions will include the impact of the merger, purchase, sale or acquisition, consolidation, reorganization or similar corporate transaction upon Transport Workers Union represented employees.
- H. In the event that the Company is a party to any merger, purchase, sale or acquisition, consolidation, reorganization or similar corporate transaction, and a satisfactory agreement between the parties is not reached in regard to seniority integration, the Company will agree to utilize the procedure as set forth in paragraph J. below.
- I. In the event that Envoy Air Inc. is integrated with any AMR affiliate, the parties representing each bargaining unit will meet to determine seniority integration. If a satisfactory agreement between the parties is not reached in regard to seniority integration, the Company will agree to utilize the procedure as set forth in Article J below.
- J. In the event of failure to reach a negotiated resolution, the seniority integration dispute will be resolved by a neutral arbitrator in accordance with Section 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions.
- K. Successorship - In the event that the Company is a party to any merger, purchase, sale or acquisition, consolidation, reorganization or similar corporate transaction, the Company will agree to use its best efforts to ensure that the purchaser recognizes the Transport Workers Union as the sole collective bargaining agent of the employees covered by this Agreement, accepts the terms of the collective bargaining agreement then in effect, and accepts the Transport Workers Union represented employees transferred with such transaction.
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ARTICLE 2: DEFINITIONS

- A. "Employee" will mean an employee in the classifications covered by this Agreement.
- B. The term "hereunder" as used in this Agreement will be construed to mean and read "under all applicable provisions of this Agreement".
- C. "He" or any other pronoun used herein will be deemed and understood to designate any employee hereunder, whether male or female.
- D. The word "Qualification" as used herein will mean all requirements and/or qualifying tests, which may be deemed necessary by the Company for a particular type of work to be performed.
- E. A "Crew" is defined as a group of employees in a particular shop working under one or more Crew Chiefs in accordance with Article 10.F.4 below.
- F. "Base rate of pay", "base hourly rate", "regular hourly rate", "regular pay" or "pay as if working" will be defined as an employee's rate as shown in Article 4 including any applicable longevity, Crew Chief premium and geographic premium. The following are excluded from base rate of pay: shift differential and higher capacity pay premium.
- G. "Company seniority date" will be defined as the employee's hire date with the Company.
- H. "Classification seniority date" will be defined as an administrative date which determines the placement of an employee on the applicable pay scale.
- I. "Title Group Seniority" or "Occupational Seniority" will be defined as the employee's date of assignment in a title group and will accrue as outlined in the provisions of the labor agreement. Such occupational seniority will govern shift preference. (Including any paid training).
- J. The term "Emergency" will herein mean a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.
- K. The term "temporary duty assignment" or "TDY" will herein mean a voluntary assignment to a station or location other than the station in which the employee is normally assigned in order to support operations for a known period of time.
- L. The term "field work" or "field trip" herein will mean an unexpected assignment of limited duration, to a station or location outside an employee's immediate work area.



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- M. "Will" has the same meaning as "shall".
- N. "AMR EAGLE CARRIER", "COMPANY" OR "COMPANIES" means AMR Eagle Holding Corporation and a carrier(s) owned by AMR Eagle Holding Corporation, including, but not limited to, American Eagle Airlines, Inc., Envoy Air Inc. or Executive Airlines, Inc. provided that in the event of a divestiture of any form from AMR Corporation, "AMR Eagle Carrier", "Company", or "Companies" shall mean the successor entity resulting from such a divestiture, in which case all references to "AMR Eagle Carrier", "American Eagle Airlines", Envoy Air Inc., "Executive Airlines", "Company", and/or "Companies" shall be replaced with the name of the successor entity.
- O. "Successor" will include, without limitation, any assignee, purchaser, transferee, administrator, receiver, executor, and/or trustee of the Company or of all or substantially all of the equity securities and/or assets of the Company.
- P. "Successorship Transaction" means any transaction, whether single-step or multi-step that provides for, results in, or creates a successor.
- Q. "Affiliate", as used in this Agreement, means:
1. any entity that controls the Company or any entity that the Company controls and/or
 2. any other corporate subsidiary, parent, or entity controlled by or that controls any entity referred to in S 1 of this paragraph.
- R. "On call" will mean an employee who has been instructed to remain or stand by at a station, shop, hangar, or other location, in order to begin work immediately upon the work becoming available
- S. "Meet and Confer" will mean an obligation to meet and provide information relating to a specific issue with the intent of resolving such issue.



ARTICLE 3: NON-DISCRIMINATION AND MANAGEMENT RIGHTS

- A. The Company and the Union agree to make it a matter of record in this Agreement that in accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees hereunder regardless of sex, age, color, race, religion, sexual orientation, disability, veteran status or national origin.
- B. No employee covered by this Agreement will be interfered with, restrained, coerced, or discriminated against by the Company, its officers or agents, because of membership in the Union.
- C. The rights of ownership, the management of the Company and the direction of the working forces, including the right to hire, discipline and discharge employees for just cause, promote, demote, transfer, layoff and recall, the right to direct, plan and control operations, and to establish and change work schedules, and the right to determine the type of work to be performed, and the right to introduce new and improved methods, equipment or facilities, and to change existing methods, equipment and facilities, and to determine the location of the Company's facilities, and the work to be done at each, and the number of employees, and the right to lease facilities or equipment, and the right to establish or change Company rules, and in general to maintain discipline and efficiency, are vested exclusively with the Company so long as the exercise of such rights will not be in conflict with the specific provisions of this Agreement.



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ARTICLE 4: COMPENSATION

A. Flexible Hiring Rates

1. In the event that the Company, in its sole discretion, finds that any or all of its starting rates as specified below in this Agreement, are non-competitive with local market starting rates for similarly situated jobs, the Company may hire applicants in the Fleet Service classification at any station/base/location at rates of pay higher than those starting rates specified below. As market conditions change, the Company may, at its sole discretion, change its designated starting rate. Such designated starting rate may be higher or lower than previous starting rates however, such starting rate may not be lower than the first step nor higher than the maximum hourly rate in the applicable pay scale.
2. In those stations/base/locations where higher starting rates of pay are designated in accordance with paragraph 1 (a) above, all employees in the Fleet Service classification at that station/base/location who are receiving less than the new designated starting pay will have their rate of pay concurrently increased to the new designated higher starting rate for that classification.
3. Any employee who voluntarily transfers to a city that is not utilizing the Flexible Hiring rate at the time of transfer, will have his rate of pay reduced to the appropriate step, as if he had never received the Flexible Hiring rate. The same concept would apply for an employee who voluntarily transfers from a city that is not exercising the Flexible Hiring rate to a city that is utilizing the Flexible Hiring rate. In this case, the employee's pay rate would be adjusted to reflect the Flexible Hiring rate being exercised in that city.
4. An employee who transfers to or from a station/base/location which has an adjusted starting rate of pay for his classification will have his rate of pay adjusted upward or downward to conform to the rate of pay received by an employee with the same classification seniority at his new station/base/location. The adjusted rate may not be less than Step 1 nor higher than the maximum hourly rate in the applicable pay scale.

B. Shift Differential

1. An employee assigned to a shift which begins at or after 1500 (or the majority of the shift hours are after 1500) and before 2000 will receive a shift differential of twenty-five (25) cents per hour for all hours worked.



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2. An employee assigned to a shift which begins at or after 2000 (or the majority of the shift hours are after 2000) and before 0500 will receive a shift differential of forty-five (45) cents per hour for all hours worked.
 3. Shift differential will only be payable for actual hours worked and will not be compounded in the computation of overtime.
 4. Shift differential will only be paid in conjunction with time at work, i.e., not included with vacation, sick pay, etc.
- C. An employee covered under this Agreement in the position of Crew Chief will receive one dollar and seventy-five cents (\$1.75) per hour premium for all hours worked. Such premium will be compounded in the computation of overtime.
- D. Rates of Pay
1. During the duration of this Agreement, the regular rate of pay of the classification(s) covered hereunder is specified below.
 2. For employees covered under this Agreement, progression from one step to the next will be based on twelve (12) months of service in each step within a classification.

On the effective date of this Agreement, locations that are on a Flex will reset and employees will be placed on the Date of signing (DOS) wage scale according to their occupational seniority.
 3. The Company may designate at its discretion no less than four (4) Revenue Premium Days per Calendar year (beginning January 1, 2022) at one and one half (1-1/2) times the hourly rate for actual hours worked. To the extent feasible, the Company will predesignate day(s) in advance by location, with any remaining day(s) to be designated with as much advance notice to the employees as possible, i.e., adverse weather days, etc.



Title Group V - Fleet Service Clerk

Rates will be effective on the first day of the first full pay period following DOS and on the first day of the first full pay period closest to each anniversary date of the DOS.

DOS

Steps	DFW	ORD	LGA/JFK	LAX	MIA	RDU
1	\$15.00	\$15.00	\$16.50	\$16.50	\$13.75	\$13.75
2	\$15.25	\$15.25	\$17.00	\$17.00	\$14.25	\$14.25
3	\$15.50	\$16.00	\$17.25	\$17.25	\$14.75	\$14.75
4	\$16.00	\$16.25	\$17.75	\$17.75	\$15.25	\$15.25
5	\$16.50	\$16.50	\$18.25	\$18.25	\$15.75	\$15.75
6	\$17.00	\$17.00	\$18.75	\$18.75	\$16.25	\$16.25
7	\$17.50	\$17.50	\$19.25	\$19.25	\$16.75	\$16.75
8	\$18.00	\$18.00	\$19.75	\$19.75	\$17.25	\$17.25
9	\$18.50	\$18.50	\$20.25	\$20.25	\$17.75	\$17.75
10	\$19.00	\$19.00	\$20.75	\$20.75	\$18.25	\$18.25
11	\$19.50	\$19.50	\$21.25	\$21.25	\$18.75	\$18.75
12	\$20.05	\$20.05	\$22.15	\$22.15	\$19.25	\$19.25
13	\$20.38	\$20.38	\$22.48	\$22.48	\$20.05	\$20.05
14	\$20.61	\$20.61	\$22.71	\$22.71	\$20.55	\$20.55
15	\$21.05	\$21.05	\$23.15	\$23.15	\$21.05	\$21.05

DOS +1

Steps	DFW	ORD	LGA/JFK	LAX	MIA	RDU
1	\$15.30	\$15.30	\$16.83	\$16.83	\$14.03	\$14.03
2	\$15.56	\$15.56	\$17.34	\$17.34	\$14.54	\$14.54
3	\$15.81	\$16.32	\$17.60	\$17.60	\$15.05	\$15.05
4	\$16.32	\$16.58	\$18.11	\$18.11	\$15.56	\$15.56
5	\$16.83	\$16.83	\$18.62	\$18.62	\$16.07	\$16.07
6	\$17.34	\$17.34	\$19.13	\$19.13	\$16.58	\$16.58
7	\$17.85	\$17.85	\$19.64	\$19.64	\$17.09	\$17.09
8	\$18.36	\$18.36	\$20.15	\$20.15	\$17.60	\$17.60
9	\$18.87	\$18.87	\$20.66	\$20.66	\$18.11	\$18.11
10	\$19.38	\$19.38	\$21.17	\$21.17	\$18.62	\$18.62
11	\$19.89	\$19.89	\$21.68	\$21.68	\$19.13	\$19.13
12	\$20.45	\$20.45	\$22.59	\$22.59	\$19.64	\$19.64
13	\$20.79	\$20.79	\$22.93	\$22.93	\$20.45	\$20.45
14	\$21.02	\$21.02	\$23.16	\$23.16	\$20.96	\$20.96
15	\$21.47	\$21.47	\$23.61	\$23.61	\$21.47	\$21.47

**DOS +2**

Steps	DFW	ORD	LGA/JFK	LAX	MIA	RDU
1	\$15.61	\$15.61	\$17.17	\$17.17	\$14.31	\$14.31
2	\$15.87	\$15.87	\$17.69	\$17.69	\$14.83	\$14.83
3	\$16.13	\$16.65	\$17.95	\$17.95	\$15.35	\$15.35
4	\$16.65	\$16.91	\$18.47	\$18.47	\$15.87	\$15.87
5	\$17.17	\$17.17	\$18.99	\$18.99	\$16.39	\$16.39
6	\$17.69	\$17.69	\$19.51	\$19.51	\$16.91	\$16.91
7	\$18.21	\$18.21	\$20.03	\$20.03	\$17.43	\$17.43
8	\$18.73	\$18.73	\$20.55	\$20.55	\$17.95	\$17.95
9	\$19.25	\$19.25	\$21.07	\$21.07	\$18.47	\$18.47
10	\$19.77	\$19.77	\$21.59	\$21.59	\$18.99	\$18.99
11	\$20.29	\$20.29	\$22.11	\$22.11	\$19.51	\$19.51
12	\$20.86	\$20.86	\$23.04	\$23.04	\$20.03	\$20.03
13	\$21.21	\$21.21	\$23.39	\$23.39	\$20.86	\$20.86
14	\$21.44	\$21.44	\$23.62	\$23.62	\$21.38	\$21.38
15	\$21.90	\$21.90	\$24.09	\$24.09	\$21.90	\$21.90

DOS +3

Steps	DFW	ORD	LGA/JFK	LAX	MIA	RDU
1	\$15.92	\$15.92	\$17.51	\$17.51	\$14.59	\$14.59
2	\$16.18	\$16.18	\$18.04	\$18.04	\$15.12	\$15.12
3	\$16.45	\$16.98	\$18.31	\$18.31	\$15.65	\$15.65
4	\$16.98	\$17.24	\$18.84	\$18.84	\$16.18	\$16.18
5	\$17.51	\$17.51	\$19.37	\$19.37	\$16.71	\$16.71
6	\$18.04	\$18.04	\$19.90	\$19.90	\$17.24	\$17.24
7	\$18.57	\$18.57	\$20.43	\$20.43	\$17.78	\$17.78
8	\$19.10	\$19.10	\$20.96	\$20.96	\$18.31	\$18.31
9	\$19.63	\$19.63	\$21.49	\$21.49	\$18.84	\$18.84
10	\$20.16	\$20.16	\$22.02	\$22.02	\$19.37	\$19.37
11	\$20.69	\$20.69	\$22.55	\$22.55	\$19.90	\$19.90
12	\$21.28	\$21.28	\$23.51	\$23.51	\$20.43	\$20.43
13	\$21.63	\$21.63	\$23.86	\$23.86	\$21.28	\$21.28
14	\$21.87	\$21.87	\$24.10	\$24.10	\$21.81	\$21.81
15	\$22.34	\$22.34	\$24.57	\$24.57	\$22.34	\$22.34

**DOS +4**

Steps	DFW	ORD	LGA/JFK	LAX	MIA	RDU
1	\$16.24	\$16.24	\$17.86	\$17.86	\$14.88	\$14.88
2	\$16.51	\$16.51	\$18.40	\$18.40	\$15.42	\$15.42
3	\$16.78	\$17.32	\$18.67	\$18.67	\$15.97	\$15.97
4	\$17.32	\$17.59	\$19.21	\$19.21	\$16.51	\$16.51
5	\$17.86	\$17.86	\$19.75	\$19.75	\$17.05	\$17.05
6	\$18.40	\$18.40	\$20.30	\$20.30	\$17.59	\$17.59
7	\$18.94	\$18.94	\$20.84	\$20.84	\$18.13	\$18.13
8	\$19.48	\$19.48	\$21.38	\$21.38	\$18.67	\$18.67
9	\$20.02	\$20.02	\$21.92	\$21.92	\$19.21	\$19.21
10	\$20.57	\$20.57	\$22.46	\$22.46	\$19.75	\$19.75
11	\$21.11	\$21.11	\$23.00	\$23.00	\$20.30	\$20.30
12	\$21.70	\$21.70	\$23.98	\$23.98	\$20.84	\$20.84
13	\$22.06	\$22.06	\$24.34	\$24.34	\$21.70	\$21.70
14	\$22.30	\$22.30	\$24.58	\$24.58	\$22.24	\$22.24
15	\$22.79	\$22.79	\$25.06	\$25.06	\$22.79	\$22.79

- E. The American Airlines Group Inc. Amended and Restated Global Profit Sharing Plan (the “Profit Sharing Plan”) provides a profit sharing arrangement for eligible employees. The terms and conditions set forth in the Profit Sharing Plan shall apply and shall govern the participation of employees covered by this Agreement.



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ARTICLE 5: VACATIONS

- A. Employees hereunder will become entitled to and receive vacation allowances in accordance with the following:
1. As used herein, the term “Year” is used to mean a calendar year.
 2. As of December 31 of each year, each employee hereunder who has one (1) year but less than five (5) years of active service with the Company will be entitled to eighty (80) hours of vacation to be taken in the following year.
 3. As of December 31 of each year, each employee hereunder who has five (5) years but less than fifteen (15) years of active service with the Company will be entitled to one hundred twenty (120) hours of vacation to be taken the following year.
 4. As of December 31 of each year, each employee hereunder who has fifteen (15) years or more of active service with the Company will be entitled to one hundred sixty (160) hours of vacation to be taken the following year.

To become effective the first vacation bid period following DOS.

- Example: DOS October 2021 would use the bidding period in 2021 for vacation use in 2022.
5. An employee who, as of December 31 of any year, has less than one (1) year of service with the Company will be entitled to a vacation with pay on the basis of six (6) hours and forty (40) minutes accrual for each month of active service with the Company for vacation to be taken in the following year.
 6. An employee who, as of December 31 of any year, has one (1) or more years but less than a full year of active service with the Company will have his annual vacation accrual and vacation period prorated based on the number of months of active service as defined in B, below.

Year 2022 Vacation Entitlement Example (assumes 8-hour shifts):

- *Company Seniority = October 1, 2016 (5 years of completed service as of 12/31/2021)*
- *Full year vacation accrual = 120 hours for 12 months of active service*
- *On Leave of Absence = October 1st, 2021 through December 31st, 2021*



- *2021 vacation accrual to use in 2022 = (120 hours divided by 12 months = 10 hours of accrual for each active month). 10 hours times 9 active months equals 90 hours of accrued vacation to be taken in 2022.*
- *The 2022 vacation awards will be awarded in three work week vacation blocks adjusting the 3rd work week vacation block to equal the amount of available vacation hours remaining in the bank.*
 - ▶ *First work week vacation block = 40 hours*
 - ▶ *Second work week vacation block = 40 hours*
 - ▶ *Third work week vacation block = 10 hours. This means 2 calendar days of vacation, with first day being paid at 8 hours and the second day being paid at 2 hours and 6 hours will be unpaid. The remainder of week 3, the employee has the option: (1) to report to work or (2) if eligible, obtain CS coverage.*
- B. In any calendar month, fifteen (15) days or more of active service with the Company will be considered a full month and less than fifteen (15) days of active service will not be considered a full month. Fractions of one-half a day or more of earned vacation will be considered as entitling the employee to a full day's vacation and fraction of less than one-half a day will not be considered a full day.
- C. The pay for such vacation will be at the pay, which the employee would normally have received at his base rate of pay at the time the vacation is taken.
- D. An employee must select his vacation in work week increments. Preference for the period in which an employee will be permitted to take his vacation will be granted within each Classification in order of Company seniority, provided however that vacation schedules may be so arranged within each Title Group not to interfere with the requirements of the service.
- E. Annual Vacation Bidding
 1. The Company will post requests for vacation preference for the following year on Company bulletin boards at each city/station no later than October 15th of each year and employees eligible will list their preference no later than November 15th. The posted vacation slots will include at least one (1) slot for each week of the year. The Company will round to the nearest whole number (up) to determine the number of weeks to be provided thereafter. The actual number of slots per week will be determined exclusively by the Company. The vacation periods



shall be assigned and posted on Company bulletin boards no later than by December 1st. Any employee not expressing a preference shall be assigned a vacation.

2. Vacation schedules will be arranged by the Company to provide vacations at employee's convenience and preference as to date in order of Company seniority, except the maximum number released at one time from a crew or classification will be limited by the requirements necessary to maintain efficient operation of the respective crews. Where there are ten (10) or more employees in a crew, at least two (2) employees will be permitted to take their vacation at the same time.
 3. The actual days of vacation during any bid vacation period will begin on the employee's first scheduled workday following his scheduled days off.
- F. An employee covered by this Agreement who resigns and has given the Company fourteen (14) days advance notice will be entitled to his earned vacation pay. This notice provision may be waived by the Company. Upon death, the estate of an employee covered by this Agreement will be paid in a lump sum for all accrued and unused vacation.
- G. Upon retirement, an employee covered by this Agreement who has accrued and unused vacation will receive a lump sum payment for his accrued vacation.
- H. The Company reserves the right to cancel and reschedule vacation if necessary to maintain service and will give as much advance notice as possible to the employee, but at least two weeks. In the event that an employee's vacation has been cancelled by the Company, the employee will select, at his option to:
1. Reschedule his unused vacation during the same calendar year, if a slot is available, or
 2. Be paid for his vacation period, or
 3. Carry his unused vacation over to the following year.
- I. Vacation allowance will not be cumulative and vacation time to which an employee becomes entitled on December 31 of any year will be forfeited unless taken during the following year, unless the employee is requested by the Company in writing to forgo his vacation during the year in which it is to be taken.



J. Personal Vacation Days (PVD)

1. The Company will permit an employee with less than three (3) years of service to request up to twenty-four (24) hours, and an employee with three (3) or more years of service to request up to forty (40) hours, for personal vacation days. Personal Vacation Days (PVDs) are defined as vacation days accrued in the current year for use next year to be taken in advance for the current year. The days would then be deducted from next year's allocations. The days will be granted if manning permits.
 2. The Company will not grant a PVD request unless the requesting employee has the accrued and unused number of hours requested in his vacation bank to use in the next calendar year. The procedure to request use of PVDs shall be set by each individual local station. Individual awards of PVDs will be subject to operational staffing requirements. Notwithstanding the forgoing, should the Company be able to automate the PVD request process, such process will replace any local procedures.
- K. The amount of vacation allowed for employees on a ten (10) hour four (4) day work week will be based on the employee's regular service. Normally, a vacation day is considered to be one eight (8) hour day. Therefore, the "fifth" day of the vacation week is indicated as "VC".



ARTICLE 6: HOLIDAYS

- A. The following holidays will be observed and compensated as set forth herein:

New Year's Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

The above holidays will be observed on State and National Observance designated days. The above Holidays shall be taken and paid in accordance with this section, and there shall be no "banking" or "moving" Holidays. In addition to the preceding holidays each employee (including a probationary employee) will be entitled to one (1) personal holiday, to be designated at any time during the year by the employee with at least fourteen (14) days' notice and will be granted in order of seniority at the fourteen (14) day cutoff based upon operational requirements. If the employee is denied personal holiday request(s) throughout the year, the holiday will be paid out no later than April 1st of the following year at the employee's current base rate of pay.

- B. An employee who works on any of the above holidays (including CSW but excluding overtime) and also works on their scheduled shift immediately preceding and immediately following the applicable holiday will receive two (2) times the base rate of pay (including shift differential) for all hours actually worked on the holidays. (i.e., an employee who works overtime on a holiday will receive the applicable overtime premium pay for such hours worked but shall not be eligible to receive the holiday pay premium for the same hours worked and paid as overtime). For purposes of this paragraph, an employee who shift trades or drops a shift to another employee who works the required scheduled shift(s) immediately preceding and following the holiday will be considered to have worked the shift(s).
- C. An employee who does not work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day (including CSO) will receive his base rate of pay for the day (eight (8) or ten (10) hours).
- D. No employee will be required to report for duty on a paid holiday except when absolutely required for the operation.



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ARTICLE 7: SICK LEAVE / ON-THE-JOB INJURY

- A. Sick leave is that time granted to an eligible employee who is incapacitated for the performance of his regular duties by sickness or injury arising from non-occupational causes.
- B. Effective through December 31, 2021, a full-time employee who completes six (6) months of active service with the Company will be credited with forty-eight (48) hours of sick leave for the calendar year in which the six (6) month period is completed. On January 1, 2022, the forty-eight (48) hours will be deposited over the course of the calendar year 2022 at the rate of four (4) hours per month. In addition, to this deposit of the forty-eight (48) sick hours, each full-time employee shall also accrue four (4) hours for active month(s) to be deposited into his sick bank on the 1st of the following month for use in the same month as it is deposited, and/or any subsequent month(s) (i.e., shall accrue a total of eight (8) hours per month in calendar year 2022).
- C. The annual credit deposit of forty-eight (48) hours for full-time employees shall be replaced with a monthly accrual of four (4) hours for each active month commencing on January 1, 2023, to be deposited into his sick leave bank on the first of the following month for use in the same month it is deposited, and/or any subsequent month(s).
- D. For part-time employees, the annual credit distribution and transition from a calendar year accrual to a monthly accrual shall apply in the same manner as described above for full-time employees, except that the annual credit value to be distributed in 2022 shall be twenty-four (24) hours at two (2) hours per month and the monthly accrual shall be two (2) hours for each active month (i.e., shall accrue a total of four (4) hours per month in calendar year 2022).
- E. Upon retirement, an employee who qualifies for employee retire travel will be paid for one-hundred percent (100%) of all accrued, unused sick time hours at his current base rate of pay.
- F. Unused sick leave will be cumulative up to a maximum of seven hundred twenty (720) hours.
- G. The sick leave provided under this Article 7 will be payable only in cases of bona fide illness or injury from non-occupational causes which result in the employee's incapacitation for the performance of his regular duties. Such sick leave will be paid in the following manner:



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1. Payment of sick leave will be the pay for the regular daily schedule of working hours, for those days which the employee would have worked but for the disabling sickness or injury, calculated at the applicable base rate of pay. Such payment will commence from the first (1st) work day's absence and will continue until the employee's accrued sick leave is exhausted.
 2. Any full time employee who has reached three hundred (300) hours in his sick bank may convert forty (40) hours of sick leave into five (5) days of vacation time (to be taken in a one (1) week block only). Such vacations will be bid after all regular vacation bids (Article 5) have been awarded.
- H. The Company acknowledges an employee's right to use sick time for the intended purpose. In accordance with Company policy, the use of sick time will not be subject to disciplinary action unless there is evidence to substantiate abuse.
1. It will be the responsibility of the employee who will be absent from work due to illness or injury to report the facts to his immediate supervisor at least one (1) hour prior to normal shift starting time in accordance with local procedures.
 2. While it is not the policy of the Company to require a medical confirmation of illness, the Company reserves the right to require such medical confirmation whenever circumstances indicate abuse of sick leave or excessive absenteeism.
- I. Injury on duty benefits will be in accordance with the applicable worker's compensation laws.
- J. To the extent an applicable statute, law, regulation, ordinance, or other governing provision (collectively "Laws") is inconsistent with the terms of this Agreement, and such law is not **waivable**, an employee shall be entitled to the more generous protections provided by applicable law or this Agreement. If there is any dispute between the Company and TWU International over the more generous protections provided by applicable law or this Agreement, the parties agree to submit the dispute to arbitration within 30 days to determine which provision is applicable.
- K. To the extent an applicable statute, law, regulation, ordinance, or other governing provision (collectively "Laws") is inconsistent with the terms of this Agreement providing benefits that are less beneficial than the Agreement, and such law is **waivable**, the sick time accrual methodology and/or sick leave payment as provided for in Article 7. B, C, and D will be retained by



explicitly waiving an applicable statute, law, regulation, ordinance, or other governing provision (collectively "Laws"). If more specific language is required to effectuate and comply with such waiver, the parties agree to promptly meet and execute the explicit waiver. The Company will provide the TWU International and TWU Local Presidents representing this Agreement, with a copy of any new **waivable** or **non-waivable** statute, law, regulation, ordinance, or other governing provision (collectively "Laws") pertaining to sick leave for locations covered by this Agreement.



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ARTICLE 8: MEDICAL EXAMINATIONS

- A. Any employee hereunder who fails to pass a Company medical examination may, at his option, have a review of his case as outlined below.
1. Within fifteen (15) days he may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of conducting a medical examination for the same purpose as the medical examination was made by the medical examiner by the Company.
 2. A copy of the findings of the medical examiner chosen by the employee will be furnished to the Company within fifteen (15) days following the examination, and in the event that such findings verify the findings of the medical examiner employed by the Company, no further medical review of the case will be afforded.
 3. In the event that the findings of the medical examiner chosen by the employee disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the employee, ask that the two (2) medical examiners agree upon and appoint a third, qualified and disinterested medical examiner, preferably a specialist for the purpose of making a further medical examination of the employee.
 4. Such three (3) doctors, one (1) representing the Company, one (1) representing the employee affected, one (1) disinterested doctor approved by the Company doctor and the employee's doctor will constitute a board of three (3), the majority vote of which will decide the case.
- B. If the majority opinion of the Board of three (3) medical examiners upholds the employee's case, he will be restored to his former job and be paid for time lost, at his base rate of pay, less any amount he may have received as compensation during the interim period.
- C. The expense of employing the disinterested medical examiner will be borne one-half (1/2) by the employee and one-half (1/2) by the Company. Copies of such medical examiner's report will be furnished to the Company and to the employee.
- D. The above procedures do not apply in the case of time sensitive examinations, such as random drug testing, when required by law or approved Company plan.



- E. In instances where the Company requires an examination by a specialist to make the initial determination as stated in paragraph A above, such costs will be borne by the Company.



ARTICLE 9: SENIORITY

- A. Company seniority will commence with the effective day of placement on the payroll.
- B. All references in the Agreement to seniority will mean Title Group Seniority, also referred to as Occupational seniority except where specific reference is made to Company seniority or Classification seniority.
- C. Occupational seniority will begin to accrue from the date of first assignment to a Classification, including paid training, within any of the Title Groups enumerated in Article 10 of this Agreement.
- D. If an employee is transferred from one station to another, his seniority will not be broken.
- E. Occupational seniority will govern all employees hereunder in the case of shift preference (hours/days off), promotion, transfer, retention in case of reduction in force, and re-employment after release due to reduction in force, provided that the employee's qualifications are sufficient for the conduct of the work in the Classification to which he is assigned.
- F. The parties agree to the establishment of an accurate seniority list for the Title Group covered by this Agreement, including Company, Classification, and Occupational seniority. Seniority will be updated electronically at 0001 hrs. daily, on the Company website.
- G. Resignation, discharge for just cause, or failure to accept recall from layoff will result in forfeiture of seniority and all rights thereto.
- H. An employee or the Union may protest any omission or incorrect posting affecting any employee's seniority. Any protest received at least seven (7) days prior to a shift bid will be reviewed and corrected if necessary, prior to the bid. Any protest received less than seven (7) days prior to a shift bid will be reviewed and corrected as soon as practicable but no later than prior to the next shift bid. Once a protest is received and reconciled between the parties, the same protest may not be resubmitted.
- I. An employee who, as of the date of this Agreement, accepts a permanent position with the Company outside the bargaining unit will retain, but not accrue, his seniority for a period of six (6) months. The employee will notify the TWU Local via email within seven (7) days of departure. Once the Local is notified, he will communicate with the Company to halt Union dues collection. Such an employee may return to his former Title Group and station, if a vacancy exists, within six (6) months of the day he left the bargaining unit. If such employee works beyond the six (6)-month period, he will forfeit all seniority.



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- J. An employee who accepts a temporary (acting) Company Assignment to work outside his Title Group or to work outside the bargaining unit will retain and continue to accrue seniority in the Title Group from which he is temporarily transferred. An employee who accepts such an assignment will not work in that capacity for more than ninety (90) days within a calendar year (January 1st-December 31st). Nothing in this paragraph prohibits the Company from assigning an employee to such work outside of the bargaining unit for periods of shorter duration than ninety (90) days, provided that such assignments or the total of such assignments do not exceed ninety (90) days in a calendar year (January 1st-December 31st). If an employee in such capacity works over the prescribed time, he will forfeit all seniority. On a monthly basis the Company will furnish the TWU International Air Division a report listing employees' names, station, branch, hours worked and job function of employees within the Agreement working outside the bargaining unit, or as MPR. Any extensions will be made only by agreement between the Company and the Union, and such agreement will not be unreasonably withheld. Any employee who accepts a temporary transfer pursuant to this Section J shall not work in the capacity of his permanent bid position during the temporary transfer unless all other employees in the permanent bid position have first been offered the work, including overtime.
- K. An employee having Title Group seniority who permanently transfers at his own request to a Classification in another Title Group (under either this Fleet Service Agreement or the Maintenance Agreement) will retain seniority in the Classification and Title Group from which he transferred for a period of time not exceeding his service in the former Title Group. Such retained seniority may be exercised only in the event of a reduction in force pursuant to the provisions of Article 15.
- L. In the event several employees are hired on the same date and have the same Occupational Seniority date, the following agreed upon procedure should be used to determine proper placement:
1. Occupational Seniority / Envoy TWU
 2. Company Seniority
 3. Date of Birth



ARTICLE 10: CLASSIFICATIONS AND QUALIFICATIONS

Classification Descriptions

- A. Employees covered by this Agreement will be assigned to a Classification within the following Title Group:
 - 1. Title V - Fleet Service Clerk
 - a. Crew Chief - Fleet Service Employee
 - b. Crew Chief - Staffing Coordinator
 - c. Fleet Service Employee
- B. The Classification descriptions set forth are incorporated herein and made part of this Agreement.
- C. Whenever and wherever qualifying tests are used to determine the competency of an employee for promotions, these tests will be prepared by the Company. The Company agrees that management will schedule and administer the Crew Chief qualifying test at each station at least once every quarter, in accordance with Article 10.G.2. below. Written portions of qualifying tests will be multiple choice type. Samples of qualifying tests will be available for Union review on Company premises prior to their use. When the Union has objections to any portions of any revisions or any new qualifying tests, the same may be discussed by the Union with the Company upon thirty (30) days' notice from the date the tests are renewed. If agreement concerning the objections raised cannot be reached, the tests may be placed in effect and the Union may take up the disputed points as a grievance under Articles 21 and 22 of the Agreement.
- D. The Company may assign an employee in a higher or lower Classification within his Title Group for a period not to exceed thirty (30) consecutive days. If the position is for a period of thirty-one (31) days or longer it may be considered a vacancy and will be filled in accordance with Article 14.
- E. The Company agrees that an employee assigned to a lower Classification within his Title Group having a lower rate than the one he is assigned will be compensated at his base rate of pay. An employee assigned to a higher Classification within his Title Group will receive the higher rate of pay.



F. Crew Chief - Fleet Service Employee

1. The Crew Chief - Fleet Service Employee will be responsible to management for the overall performance of the employees assigned to his crew, and the timely and satisfactory completion of work assignments by ensuring that:
 - a. Management instructions are promptly and correctly complied with.
 - b. Employees assigned to his crew are properly utilized and instructed for the efficient performance of their daily work.
 - c. Work assignments are carried out in compliance with operational and safety procedures required by the policies of the Company and appropriate Governmental Regulations.
 - d. Required forms, records, reports, computer entries and other paperwork are completed legibly and correctly and in a timely manner.
 - e. Employees assigned to his crew use only those vehicles, tools and equipment on which the Company has determined them to be qualified.
 - f. Assigned equipment is in proper operating condition, scheduled for maximum utilization and operated for the purpose intended.
 - g. Hazardous conditions, unsafe practices, improperly functioning equipment and tools are immediately brought to the attention of management.
 - h. During the shift change, Crew Chiefs or Supervisors on the succeeding shift are briefed on all known or anticipated ramp obligations and/or issues.
2. The Crew Chief - Fleet Service Employee will be responsible to management for ensuring compliance with all Company policies, including those relating to personal conduct while on the job by those employees assigned to him.
3. The Crew Chief - Fleet Service Employee will be qualified in the duties of his classification and will be capable of performing such duties. The Crew Chief - Fleet Service Employee will assist his group in the performance of their duties as working member of the crew. While he is performing such duties, the responsibilities listed in sections F.1. and F.2. above will not be assumed by others outside of the bargaining unit. However, the above provisions do not preclude management from directing individual employees under non-routine circumstances in the absence of the Crew Chief - Fleet Service Employee, from the



immediate work area or when assigned in accordance with Paragraph F.5.e below. The Crew Chief - Fleet Service Employee may be required to demonstrate proper work methods, conduct on-the-job or classroom training, conduct meetings or indoctrinate employees in new or revised operational procedures and will communicate with other Company personnel as required in a manner designated by the Company, including via email, telephone or written correspondence.

4. Crew Chief - Fleet Service Employee positions will be posted for bid and awarded/assigned in accordance with the following:
 - a. On a scheduled bid basis, the Company will post and award schedule bids for Crew Chief - Fleet Service Employees by specific gate unless it is not feasible based on specific airport gate allocation rules, procedures and operational requirements.
 - i. At Company locations where gates are shared with American Airlines and/or other airlines, or where gates are only utilized sporadically throughout the course of the daily operations, Crew Chief - Fleet Service Employee schedule bid positions may be posted and awarded as a zone position or as a floater position rather than as a single gate position. When staffed as a zone position or a floater position, the Crew Chief - Fleet Service Employee will work with the working crew but will not be part of the staffing compliment of the working crew. In such case, the Company will staff the crew with an additional Fleet Service Employee.
 - ii. In the event there are insufficient bidders, in accordance with Article 14 B., the Company has the option to cover the unfilled openings by seeking Crew Chief qualified volunteers locally to cover the scheduled Crew Chief bid line(s), in 30-day increments. If any of these bid lines remain unfilled locally, they will be covered utilizing Article 10.F.5. below. The unfilled Article 14 B. Crew Chief bid posting(s) will remain open until permanently filled, at which time the Crew Chief will select the previously unfilled bid line he wishes to fill for the remainder of that bid. Upon the Crew Chief reporting for duty to their position, the employee who is working in the voluntary Crew Chief position will be returned to his original bid selection.
 - b. The forgoing does not eliminate the Company's current ability to assign a Crew Chief - Fleet Service Employee who is awarded a single gate schedule bid to other gate(s) during the course of his



- shift coverage, provided that the Company keeps the entire Fleet Service crew together when doing so (e.g., a Crew Chief - Fleet Service Employee who is awarded Gate A1 in the schedule bid may be assigned to a different gate(s) during the course of his shift and the Fleet Service Employees originally assigned to Gate A1 as part of his crew will move to the different gate(s) with him so that his crew remains intact throughout the shift).
- c. The Company may be required to assign a Crew Chief - Fleet Service Employee who was assigned as part of a Fleet Service crew to Crew Chief - Fleet Service Employee duties at additional/multiple gate(s) supporting a crew(s) during the course of a shift while the rest of his original Fleet Service crew remains at the original gate(s). In such situations, the Company will cover his Crew Chief - Fleet Service Employee duties at the original gate(s) with a Fleet Service Employee until he is able to rejoin his original crew.
5. In the event there are not enough Crew Chiefs - Fleet Service Employees on the daily schedule to cover each operational area, the Company will select a Fleet Service Employee to perform as an Acting Crew Chief - Fleet Service Employee, in the following order of preference:
- a. The most junior Crew Chief serving on duty, serving in capacity as a Fleet Service Employee.
 - b. A Crew Chief-qualified Fleet Service Employee who has not self-demoted as a Crew Chief within the preceding twelve (12) month period who accepts the assignments.
 - c. If no one accepts a position in paragraph b. above, the most junior Crew Chief-qualified Fleet Service Employee will be assigned to the acting Crew Chief position.
 - d. In the event that there are no employees eligible under paragraph 4a, b or c above, a Crew Chief-qualified Fleet Service Employee who has voluntarily demoted under Article 14N.2. within the preceding twelve (12) month period will be assigned.
 - e. In the event that there are no employees eligible to serve as Acting Crew Chief under paragraphs 4. a, b, c or d above, the Company will assign a supervisor to perform the Crew Chief duties, as they relate to directing the crew(s) at a single or multiple gate(s) in ensuring compliance with applicable policies and procedures as required.



G. Crew Chief - Staffing Coordinator

1. The Crew Chief - Staffing Coordinator will be responsible to management for the overall performance of the employees assigned to his crew and the timely and satisfactory completion of the work assignments by ensuring that:
 - a. Required reports are generated (electronically and/or on handwritten forms, as applicable) to document issues with the software or hardware, detail reasons for performance failures such as delays, or identify employees who failed to comply with an assigned task.
 - b. May be required to use Company email and comply with Company regulations regarding the use of computers, email and other software.
 - c. Communicate with Fleet Service Employees and Crew Chiefs - Fleet Service Employees, Supervisors, Managers and other departments to relay information related to Dynamic Manning (or any similar computer-based staffing program implemented by the Company) or other information that is vital to the performance of the airline.
 - d. Demonstrate proficiency at achieving targeted performance metrics such as meal-period assignments, proper task management, flight delays attributable to the incorrect or inefficient assignment of tasks or other metrics as they are defined.
 - e. Complete training and remain proficient on the use of the Staff-Manager, the Dynamic Manning, or any similar or related software applications implemented by the Company.
 - f. May be required to administer training to Fleet Service Employees, Crew Chiefs - Fleet Service Employees and other employees in relation to Dynamic Manning (or any similar computer-based staffing program implemented by the Company).
2. To be eligible to bid on a Crew Chief - Staffing Coordinator position, an employee must have successfully passed the Crew Chief - Fleet Service Employee qualifying test outlined in Article 10C. at the time of the bid. The Company agrees that management will schedule and administer the Crew Chief - Fleet Service Employee qualifying test at each station at least once every quarter, as follows:

January 1st - March 31st

April 1st - June 30th

July 1st - September 30th



October 1st - December 31st

3. In stations where there is insufficient work related to Dynamic Manning (or any similar computer-based staffing program implemented by the Company), a Crew Chief - Staffing Coordinator at that location may be required to assume Crew Chief - Fleet Service Employee duties in addition to his Crew Chief - Staffing Coordinator duties.
4. Crew Chief - Staffing Coordinator will be selected in accordance with Article 14B.2.
5. A Crew Chief - Staffing Coordinator must fulfill a minimum of six (6) months or three (3) shift bids, whichever is less, to be eligible for self-demotion under Article 14N.2.
6. In the event there are not enough Crew Chief - Staffing Coordinators on the daily schedule to cover each operational area, the Company will select a qualified Fleet Service Employee to perform as an Acting Crew Chief - Staffing Coordinator in the following order of preference:
 - a. The most junior Crew Chief qualified as a Staffing Coordinator serving on duty, serving in the capacity as a Fleet Service Employee.
 - b. A Crew Chief - Fleet Service Employee qualified as a Staffing Coordinator who has not self-demoted as a Crew Chief within the preceding twelve (12) month period who accepts the assignment.
 - c. If no one accepts a position in paragraph b. above, the most junior Crew Chief - Fleet Service Employee qualified as a Staffing Coordinator will be assigned to the acting Crew Chief position.
 - d. In the event that there are no employees eligible under paragraphs 4. a, b or c above, a Crew Chief - Fleet Service Employee qualified as a Staffing Coordinator who has voluntarily demoted under Article 14N.2. within the preceding twelve (12) month period will be assigned.
 - e. In the event that there are no employees eligible under paragraphs 4. a, b, c, or d above, the Company may assign a supervisor or other qualified employee.

H. Fleet Service Employee

1. The work of the Fleet Service Clerk classification, depending upon assignment, includes any or all of the following:
 - a. Transports passenger bags from the jet bridge, passenger boarding stairs or regional boarding ramp (RBR) to the aircraft cargo areas.



- b. Transporting cargo to and from aircraft including from the Company to other carriers, loads and unloads the cargo compartments of airplanes with cargo (such as mail, passenger baggage, air express, air freight, ballast, animals, Priority Parcel Service and Company material) according to a predetermined plan.
- c. Warehouses, weighs air freight, stacks, picks up and delivers cargo; checks cargo handled against its accompanying forms to identify any mishandling or discrepancies, corrects routine errors and brings others to a Crew Chief-Fleet Service Employee or supervisor's attention.
- d. Safeguards cargo from weather.
- e. May receive, weigh and tag passenger baggage.
- f. Completes and checks all required forms connected with work assignments for completeness and accuracy in accordance with established procedures, referring forms that are not correct to a Crew Chief-Fleet Service Employee or supervisor.
- g. Checks deliveries of supplies against requisitions and brings discrepancies such as substitutions, shortages and damaged materials to a Crew Chief-Fleet Service Employee or supervisor's attention.
- h. Provisioning cleaning and servicing cabin interiors, including service cabin furnishings and supplies, and transporting such furnishings and supplies weighing up to fifty (50) pounds to and from aircraft. Lift refuse containers weighing up to fifty (50) pounds; reach, bend and twist in confined space, hand clean, using cleaning fluid and materials, the interior of aircraft including meals trays, ash trays, lavatories, overhead storage bins and galleys.
- i. Drive vehicles and equipment, warehouses, docks and in the hangar(s), as well as positioning vehicles and equipment up to and around the aircraft.
- j. Check condition, clean, sort, count, salvage and/or store equipment and assemble kits.
- k. Must possess the ability to judge distances.
- l. Shuttle crewmembers in a vehicle to and from terminal and hangar.
- m. Stoop, turn and reach.
- n. Works according to Company regulations and procedures and instructions from Crew Chief - Fleet Service Employee or supervisor.
- o. Wears visual identification.



- p. Uses powered equipment, such as belt-loaders, industrial tractors, forklifts, and motor scooters, etc.
- q. Uses manually operated equipment such as hand trucks, lavatory service carts, cargo, and baggage carts.
- r. Uses specialized cleaning fluids and equipment.
- s. Uses baggage and cargo scales.
- t. Communicates with other Company and non-Company personnel as required in a manner designated by the Company.

In addition to the above duties, performs the following duties as assigned:

- u. De-icing of aircraft.
- v. Cleaning of aircraft windshields.
- w. Pushing out/towing of aircraft and related guide man functions.
- x. Connecting/removing ground power and ground start units.

I. Chief Training

1. The Company will establish a specific training curriculum for existing and new bidders to Crew Chief positions and may modify such curriculum as needed. The Company agrees to meet and confer with the Union relating to the initial training curriculum before implementing the training. Thereafter, the Company will only implement any substantive changes to the training curriculum after allowing the Union the opportunity to review and provide input on the proposed changes to the training curriculum.
2. All employees who are awarded a Crew Chief position will be required to complete the Envoy Crew Chief Training course. The Crew Chief training course will be offered at each location, which may include virtual instruction delivered remotely, and will be made available to Fleet Service Employees. Any Crew Chief training course conducted virtually will be held at the employee's work location and paid in accordance with Article 18.A.
3. In the event a Fleet Service employee is awarded a Crew Chief position but has not completed the Crew Chief training course, he will be given priority status, and will be required, to attend the next available training course. In addition, local management may assign such employee to a current Crew Chief's schedule to observe the current Crew Chief as part of their on-the-job training for the Crew Chief position.



4. A final score of at least 80 will be required in order to receive credit for the course. An employee who completes the course will be deemed qualified to provide On-the-Job training.
5. Crew Chiefs will be required to complete training to assist in the handling and reconciliation of passenger baggage and cargo, including Priority Parcel Service.
6. Additional training will consist of leadership, conflict resolution and business ethics. These courses may be conducted either in the classroom or computer-based.
7. A Crew Chief who does not successfully complete the training on his first attempt will be given the opportunity to be registered for the next available Crew Chief training course and will be allowed to perform as a Crew Chief in the interim. If the Crew Chief does not elect to register for and attend the next available course a second time, or does not successfully complete the Crew Chief training course on his second attempt, he will be returned to his original classification at his current location.



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ARTICLE 11: OVERTIME

A. Overtime computed and adjusted to the nearest one one-hundredth (1/100) unit of work will be paid.

B. Daily Overtime:

1. Employees working eight (8) hour shifts:
 - a. One and one-half (1-1/2) times the base rate of pay for each hour worked in excess of eight (8) hours.
 - b. An Employee hereunder will not be entitled to overtime rates until he has worked eight (8) hours in the workday, including time worked before or after his regular shift.
 - c. Two (2) times the base rate of pay for each hour worked in excess of twelve (12) hours.
2. Employees working ten (10) hour four-day work week:
 - a. One and one half (1-1/2) times the base rate of pay for each hour worked in excess of ten (10) hours.
 - b. Two (2) times the base rate of pay for each hour worked in excess of fourteen (14) hours.
 - c. An employee hereunder will not be entitled to overtime rates until he has worked ten (10) hours in the workday, including time worked before or after his shift.

C. Weekly Overtime:

Time worked on an employee's regularly scheduled days off will be considered overtime and will be paid as follows:

1. Employees working eight (8) hour shifts:
 - a. One and one-half (1-1/2) times the base rate of pay for hours worked on an employee's scheduled day(s) off provided the employee has worked at least forty (40) hours on his regularly scheduled days during the work week.
 - b. Two (2) times the base rate of pay for each hour worked in excess of twelve (12) hours.
 - c. Time paid for and not worked on a holiday (but not time paid for and not worked for sick leave) will be considered as time worked for purposes of computing overtime in 1.a. above and 1.d. below.



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- d. An employee will receive two (2) times the base rate of pay for each hour worked on an employee's second day off provided he has worked his first day off as overtime and has worked at least forty (40) hours on his regularly scheduled days during the work week.
2. Employees working ten (10) hour four-day work week:
- a. One and one half (1-1/2) times the base rate of pay for hours worked on an employee's scheduled day(s) off provided the employee has worked at least forty (40) hours on his regularly scheduled days during the work week.
 - b. Two (2) times the base rate of pay for each hour worked in excess of fourteen (14) hours.
 - c. Time paid for and not worked on a holiday (but not time paid for and not worked for sick leave) will be considered as time worked for purposes of computing overtime in 2.a. above and 2.d. below.
 - d. An employee will receive two (2) times the base rate of pay for each hour worked on an employee's second & third day off provided he has worked his first day off as overtime and has worked at least forty (40) hours on his regularly scheduled days during the work week.
- D. Shift differentials will not be compounded in the calculation of overtime rates.
- E. Overtime work will be distributed in seniority order among the employees qualified to perform the work necessitating overtime as equitably as practicable. The Company and the Union will "meet and confer" to develop a distribution method for each work location.
- F. Exchange of Shifts or Days Off:
- An employee working an exchange of shifts or days off will be paid at his base rate of pay for the new schedule. If an employee works additional hours at Company request in conjunction with an exchange of shifts or days off, overtime provisions hereunder will apply.
- G. An employee whose overtime working period continues into the following day will continue to receive overtime rates for all overtime so worked.
- H. If any work period extended by the Company continues so that its termination will fall within seven and one-half (7-1/2) hours prior to the commencement of the employee's regularly scheduled shift in the succeeding workday, he will receive pay for all time worked during his regular shift on the succeeding workday at the rate of time and one-half his regular hourly rate.
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Example: An employee's shift starts on Thursday at 07:30 AM and ends at 06:00 PM. The Company extends his shift resulting in him punching out at 12:00 AM. His next regularly scheduled shift is Friday at 07:30 AM and will get paid at time and one-half his regular hourly rate of pay. i.e. when he punched out he was within 7 ½ hours of his next regularly scheduled shift.

- I. No overtime will be worked except by direction of the proper supervisory personnel of the Company, except in cases of emergency and when prior authority cannot be obtained.
- J. If overtime on any workday or any workweek is due to an authorized exchange of days off or shifts by employees (which must be approved in advance by the appropriate supervisor), said time will be compensated at his base rate of pay; provided, however, any continuous work, exclusive of meal periods in excess of eight (8) hours on an eight hour shift or ten (10) hours on a ten hour shift will be paid for at the overtime rates provided in Paragraphs B and C of this Article.
- K. Except as set forth in Article 6.B. and Article 24.E., in no event will any employee covered hereunder receive more than two (2) times his base rate of pay (excluding shift differentials) under this Agreement.
- L. In the event of an emergency or when there are an insufficient number of employees being available, the Company will first seek volunteers from employees on duty prior to assigning employees in inverse order of seniority within Classification or work area (e.g., baggage, ramp, Crew Chief Coordinator) to perform such work. The Company will use its best efforts to provide employees a minimum of two (2) hours' notice. Such notice will be provided in writing and/or via scanner or other Company owned electronic means and will also be posted for employees to check prior to the end of their shift in predesignated area(s). If the Company does not provide a minimum of one (1) hour's notice, the Company agrees to compensate the employee an additional one (1) hour pay at his base hourly rate unless an unforeseen circumstance causes management to be unable to provide the one (1) hour notice.
- M. When an employee covered by this Agreement has been relieved for the day and is recalled to work, or works on his regularly scheduled days off, he will be paid not less than two (2) hours at his base rate of pay.



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ARTICLE 12: PROBATIONARY PERIOD

- A. New employees will be considered on probation for the first six (6) months of active service. Probationary employees may be disciplined or discharged without having recourse to the grievance and arbitration provisions of this Agreement.
- B. Probationary employees will be assigned a shift and work group by the Company. New employees will bid a shift on succeeding shift bids but may not change work areas until completion of probationary period.
- C. No Probationary employees will work in a crew chief capacity during the first six (6) months of employment.
- D. Employees on probation will have the right to Union representation and may file a grievance based on alleged violations of the Agreement excluding discipline and discharge.
- E. The Company will provide appropriate feedback to probationary employees regarding their performance.
- F. The Company will notify the Local Union President prior to the release of a probationary employee.



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ARTICLE 13: HOURS OF WORK

- A. The workday will consist of a twenty-four (24) hour period beginning at 12:00 o'clock midnight and a regular day's work shall consist of eight (8) hours, exclusive of meal periods.
- B. The basic workweek (and pay week) will consist of:
 - 1. Seven (7) days beginning at 12:01 a.m. Saturday and the regular weekly work schedule shall consist of five (5) workdays of eight (8) hours each within the workweek.
 - 2. Each employee will be scheduled two (2) days off during each workweek. The Company will make every reasonable effort to arrange work schedules so that, whenever practicable, those days will be Saturday and Sunday. When an employee's days off are other than Saturday and Sunday, they will be two (2) consecutive days. Nothing herein will prohibit the Company from scheduling Friday and Saturday as the two (2) consecutive days off; (provided that when this is done Friday will be considered the first scheduled day off and Saturday will be considered the second scheduled day off for purposes of overtime, in accordance with Article 11 C.) except that when an employee's days off are changed to Friday and Saturday, the first Saturday following such change will be paid, if worked, at the rate of time and one-half the employee's base rate of pay.
- C. The Company will provide an option for work locations to have ten (10) hour shifts. Each work location must submit, for approval, their applicable work rules which would include the shift starting times and overtime rules. The Company reserves the right to disapprove or terminate such if it is more costly or less productive than eight (8) hour shifts. The Company agrees to meet and confer with the Union before terminating approved plans.
 - 1. The four-day workweek will consist of four (4) consecutive ten (10) hour workdays, exclusive of meal period. The four (4) day workweek will total forty (40) hours for each calendar week.
- D. The Company will publish and post work schedules which will include shifts, hours, and days off for employees under this Agreement. Employees will have the opportunity to bid shift, hours and days off at least three times per year. Each bid period will last a minimum of three months unless otherwise dictated by operational necessity.



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- E. A minimum of ten (10) calendar days' notice will be given for shift changes, except in emergencies. The Company will endeavor to provide greater notice when operationally feasible.
- F. Part time employee's hours will be governed by the provisions of Article 24.
- G. Shift and days off trades are permissible per the Company (CS) policy consistent with state and federal law. The Company agrees to meet and confer with the Union to discuss any changes or amendments to the Company (CS) policy prior to implementation. No such shift trades shall generate extra pay for either employee involved.
- H. Local Bid Committee
1. At the request of the Local TWU representative, a Local Bid Committee ("LBC") may be established at each location where Fleet Service Clerks are based.
 2. No later than fourteen (14) days prior to the final posting of the new bid, the Company will provide the LBC with a preliminary bid for review and input. No later than ten (10) days prior to the final posting of the new bid, the LBC may provide the Company with input regarding any recommendations to modify the preliminary bid. In providing input to the Company, the LBC recognizes that bids must be constructed in a manner that maximizes the efficiency of the local operation while considering the input and interests of the employees, to the extent possible.
 3. If the Company and the LBC are unable to agree on the final bid parameters, the Company will issue the final decision.



ARTICLE 14: TRANSFERS AND PROMOTIONS

- A. Before any new employee is hired, employees covered by this Agreement will be given preference in accordance with their seniority; as provided herein.
- B. Vacancies subject to bidding will be filled by appointment of the most senior qualified bidder. The following Classifications will be considered bid positions:
1. Crew Chief - Fleet Service Employee
 - a. Except as provided in Articles 14N.1.f. and 14N.2.e. below, notices of Crew Chief - Fleet Service Employee vacancies and awards will be posted system-wide either electronically or on all bulletin boards in all shops and work areas/cities where employees are employed.
 - b. Notices of Crew Chief - Fleet Service Employee vacancies will be posted for a period of at least ten (10) days prior to being filled.
 - c. The posting must state the qualifications and location of the position, as well as the deadline for submitting a request for consideration for the position.
 - d. Employees interested in the posted Crew Chief - Fleet Service Employee positions must submit their bid electronically by email **which** must be received prior to the closing date of the bid. The parties agree the Company may develop and implement an electronic means for the submission of bids under this Article which may, upon reasonable notice to the TWU, replace the current established procedures.
 - e. Crew Chief - Fleet Service Employee positions will be awarded to the most qualified employee who has submitted a timely bid for the position using the selection criteria in B.1.e.4,5 & 6 below.
 - i. Notices of such vacancies and awards will be posted electronically or on all bulletin boards in all shops and work stations, bases or locations where employees are employed. The notice of vacancy will state whether the vacancies or jobs are expected to be temporary or permanent, the number of jobs to be filled, the base or location and will specify a deadline date for bids. Such date will not be less than ten (10) days after the date of such posting. All successful awards will be posted no later than ten (10) days after the closing date.



- ii. Bids will be submitted electronically by email.
- iii. Employees shall not be deemed qualified unless they have completed six (6) months of service.
- iv. If the number of applicants is less than or equal to the number of open Crew Chief - Fleet Service Employee positions, the vacancies will be filled with those applicants.
- v. If there are more Crew Chief - Fleet Service Employee applicants than the posted open Crew Chief - Fleet Service Employee positions, the following selection process shall apply.
- vi. Selection Criteria: For each bid position there shall be two selection criteria, weighted as follows:
 - a) Seniority:
 - Six months to one year - 1 point
 - One to three years - 5 points
 - Four to seven years - 10 points
 - Each full year over seven - 1 point
 - b) Panel Interview. Maximum score - 40 points

Each candidate shall be interviewed by a four (4)-person selection panel consisting of the local TWU President or his designee, another representative appointed by the local TWU President, the manager responsible for the open position, and another representative appointed by the hiring manager. Each applicant will be asked to answer a series of questions prepared by the hiring manager and the TWU relating to the experience, qualifications, skills, ability and work habits required for the position. Each candidate will be provided the opportunity to discuss with the panel the reasons the candidate wants the position, why the candidate should be selected, and any on the job or off the job accomplishments. Each panel member may ask each candidate questions with regard to the employee's work experience and performance at Envoy Air Inc. or at other jobs that are related to the qualification, skills, ability or work habits required for the position.



- vii. Candidate selection: The candidate selected shall be the one (1) with the highest number of points totaled from the points earned from each of the two (2) selection criteria. The score for the panel interview shall be determined by dropping the high and low scores from the panel members and taking the average of the two remaining scores. If two (2) or more applicants are determined to be of equal qualification, the most senior employee will be selected.
- viii. Before announcing the name of the selected candidate, member(s) from the panel (Company and TWU) will review the scoring with each candidate.
- ix. Candidates who are selected for the position will receive a written offer for the position, which shall include a starting date, training schedule, and the assigned shift and days off. Unsuccessful candidates will also receive a response in writing.

2. Crew Chief - Staffing Coordinator

- a. Selection criteria shall be the same as provided for the Crew Chief - Fleet Service Employee bid positions as listed in B.1.e.4, 5 & 6 above.
- b. Except as provided in Articles 14N.1.g. and 14N.2.f. below, notices of **Staffing** Crew Chief - Staffing Coordinator vacancies and awards will be posted system-wide either electronically or on all bulletin boards in all shops and work areas/cities where employees are employed.
- c. Notices of Crew Chief - Staffing Coordinator vacancies will be posted for a period of at least ten (10) days prior to being filled.
- d. The posting must state the qualifications and location of the position, as well as the deadline for submitting a request for consideration for the position.
- e. Employees interested in the posted Crew Chief - Staffing Coordinator positions must submit their bid electronically by email **which** must be received prior to the closing date of the bid (or any electronic equivalent implemented by the Company in accordance with Article 14B.1.d.).



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- f. Except as provided in and Articles 14N.1.g. and 14N.2.f. below, Crew Chief - Staffing Coordinator positions will be awarded to the most senior qualified employee who has submitted a timely bid for the position.
 - g. Candidates who are selected for the position will receive a written offer for the position, which shall include a starting date, training schedule, and the assigned shift and days off. Unsuccessful candidates will also receive a response in writing.
- C. Qualifications for the purpose of bidding will be established by the Company and may include such reasonable, measurable standards as are beneficial to the efficiency of the Company's operations and to the employees. Employees bidding for lateral positions within their current Classification will be deemed qualified.
- D. An employee bidding for more than one (1) vacancy will indicate the order of his preference on each bid, and if he is the senior bidder for more than one (1) vacancy he will have the opportunity to qualify only for the vacancy ranked highest in his preference.
- E. An employee hereunder may request a transfer to fill a regular full time or part time vacancy within his Title Group, not subject to bidding, either at his own or at another station, provided that the employee is qualified for the conduct of the work to which he is to be assigned and provided:
- 1. Employee has a minimum of six (6) months service with the Company, unless the minimum is waived by the Company.
 - 2. Employee has submitted a written request for transfer to his supervisor not less than fifteen (15) calendar days prior to the declared vacancy date. The parties agree the Company may develop and implement an electronic means for the submission of bids under this Article which may, upon reasonable notice to the TWU, replace the current established procedures.
 - 3. Employee has not completed or refused a transfer within the six (6) month period preceding the declared vacancy date.
 - 4. Each January 1 and July 1 a request for transfer not submitted within the preceding thirty (30) days will be voided and it will be necessary for a new request to be submitted. The parties agree the Company may develop and implement an electronic means for the submission of bids under this Article which may, upon reasonable notice to the TWU, replace the current established procedures.
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5. A vacancy created by the transfer of an employee may be filled or left unfilled by the Company at its option.
 6. Employees who accept a transfer request will not be required to report to their new assignment until they have obtained their new SIDA badge, except as outlined in 14H. below.
- F. An employee hereunder may request a transfer to a full time or part time vacancy outside his Title Group, not subject to bidding, either at his own station or at another station provided that the employee is qualified for the conduct of the work to which he is to be assigned and provided:
1. Employee has a minimum of six (6) months service with the Company.
 2. Employee has submitted a written request for transfer to his supervisor not less than fifteen (15) calendar days prior to the declared vacancy date. The parties agree the Company may develop and implement an electronic means for the submission of bids under this Article which may, upon reasonable notice to the TWU, replace the current established procedures.
 3. Employee has not completed or refused a transfer within the six (6) month period preceding the declared vacancy date.
 4. Each January 1 and July 1 a request for transfer not submitted within the preceding thirty (30) days will be voided and it will be necessary for a new request to be submitted. The parties agree the Company may develop and implement an electronic means for the submission of bids under this Article which may, upon reasonable notice to the TWU, replace the current established procedures.
 5. A vacancy created by the transfer of an employee may be filled or left unfilled by the Company at its option.
 6. Employees who accept a transfer request will not be required to report to their new assignment until they have obtained their new SIDA badge within fourteen (14) days of acceptance, except as outlined in 14H. below.
- G. Full time vacancies under 14E. and 14F. will be filled by the most senior qualified employee requesting to fill such vacancy in accordance with the following order of preference:
1. System surplus employees in the same classification, provided they are senior to the most senior employee holding recall rights to the occupation.
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2. If there are employees on layoff retaining recall rights to the classification, these employees will be blended in seniority order with active part time employees at that station who have transfer requests on file to full time status in the classification with the vacancy. If the station has no employees with recall rights or when the recall has been satisfied, proceed directly to number 3.
 3. Transfer requests of employees currently on payroll in the same classification in other cities blended in seniority order with part time employees transfer requests in the same classification within the city with the vacancy.
 4. Transfer requests under 14F. of the Fleet Service Agreement of those employees (active or laid off) who have a valid transfer from one classification to another at their own station.
 5. Transfer requests by employees on the active payroll who desire to fill a vacancy in another classification at another station.
 6. Transfer request by an employee on layoff status in the same classification in which the vacancy exists and who submits a transfer request after being laid off adhering to all procedural and qualification requirements under 14E. of the Maintenance Agreement.
 7. Transfer request by an employee on layoff status in a classification other than the classification in which the vacancy exists and who submits a transfer request after being laid off adhering to all procedural and qualification requirements under 14F. of the Fleet Service Agreement.
 8. New Hire.
- H. In the event that the Company, due to operational concerns, requires an employee to remain in his current position for a period of time beyond fourteen (14) days, the employee's base rate of pay will be the greater of his current base rate of pay or the base rate of pay associated with the new assignment from the fifteenth (15th) day after acceptance of the transfer to the new assignment until the actual date of the transfer. In no event will the employee be withheld from reporting to his new assignment for a period greater than thirty (30) days.
1. In the event the employee must remain in his current position awaiting the approval of a new SIDA badge, the employee will continue to receive his base rate of until the actual of the transfer. Once the employee has been notified by management in writing that the new



SIDA badge is approved, he will not be required to report to his new assignment sooner than fourteen (14) days after notification, or earlier upon mutual Agreement.

2. If the transfer to the new assignment causes the employee to incur a new occupation or classification seniority date, such seniority will accrue beginning with the earlier of the actual date of transfer or the fifteenth (15th) day following acceptance of the transfer to the new assignment.
- I. An employee having qualified for a different Classification within the Maintenance Agreement (including a qualified employee from a Classification within the Fleet Service Agreement), who subsequently fails to demonstrate the required mechanical ability within six (6) months will be returned to his previous Classification and location. Furthermore, the employee would need to re-qualify and allow a period of twelve (12) months to elapse before re-bidding for the same Classification.
- J. An employee having received Company furnished training, who subsequently fails to successfully complete that training, will be offered one (1) make up test opportunity, and if employee fails, the employee will be subject to disqualification.
- K. An employee who is promoted and successfully bid a Crew Chief position, will not be held on a trial basis on his new assignment for a period longer than one-hundred and twenty (120) days and may be demoted or returned to his former assignment in the event of inability to perform his duties in a satisfactory manner. All employees successfully bidding a Crew Chief position will be required to have their performance evaluated by a review panel prior to the last day of their one-hundred and twenty (120) day trial period. The Transport Workers Union is invited to participate on any such panel in accordance with procedures as determined by the Company.
- L. An employee who fails to meet performance expectations during the one hundred twenty (120) day trial period will be demoted as outlined herein. In the event that he is demoted, he may return to his former Classification hereunder for which he is qualified, but he will not for a period of twelve (12) months after such return, bid for a vacancy in the same classification for which he was unable to demonstrate his ability.
- M. An employee who permanently transfers at his own request to another classification of work as provided in this Fleet Service Agreement or the Maintenance Agreement will continue to receive his same base rate of pay but in no event will his base rate of pay exceed the maximum rate for the classification to which he transferred. If his base rate of pay at the time of



such transfer is not the same as any base rate of pay for the classification to which he transferred, he will immediately receive the nearest higher base rate of pay for such classification.

- N. An employee who voluntarily or involuntarily returns to a former classification, will accrue classification seniority for all time out of the original classification provided the employee retains occupational seniority in the former classification at the time of return. Under these circumstances the employee will be treated as if they had never left the original classification. The employee's base rate of pay will be on the same step they would have been on had they never left the original classification. In the case of a transfer from a higher to a lower classification caused by a reduction in force under this Agreement, the above rules will apply.
- O. A Crew Chief who has passed his one hundred twenty (120) day training and evaluation period, outlined in Article 14K above, may only be demoted as follows:
1. Demotion By The Company

A Crew Chief may only be demoted by the Company under the following circumstances:

 - a. The Company must show just cause for the demotion either through documented examples of non-performance, or proven misconduct that would warrant immediate demotion.
 - b. Prior to the demotion, the Company agrees to meet with the Union to discuss the basis for the demotion and to determine if there is any basis on which to pursue a different course of action. However, the Company does not need the Union's concurrence to proceed with the demotion. The Union does not waive any rights to challenge the Company's decision pursuant to Articles 21 and 22 of this Agreement.
 - c. An employee who is demoted by the Company shall receive written notice and the reasons for the demotion.
 - d. An employee who is demoted by the Company from a Crew Chief position shall be deemed ineligible to bid for, receive an award to, or act in the capacity of a Crew Chief position in that classification for a period of twelve (12) months from the effective date of his demotion.
 - e. A Crew Chief who is demoted by the Company shall be returned to his former classification at his current location.



- f. Following a demotion of a Crew Chief - Fleet Service Employee by the Company pursuant to this section, the vacancy will first be posted for bid and awarded on a local airport basis only. In the event that there are no local qualified bidders to fill the vacancy, then the position will be filled on a system-wide basis in accordance with Article 14B.1.
 - g. Following a demotion of a Crew Chief - Staffing Coordinator by the Company pursuant to this section, the vacancy will first be posted for bid and awarded to Crew Chief - Fleet Service Employees on a local airport basis only. If there are no qualified local Crew Chief - Fleet Service Employee bidders, the bid will then be posted for bid and awarded to Fleet Service Clerks on a local airport basis only. In the event that there are no local qualified bidders to fill the vacancy, then the position will be filled on a system-wide basis in accordance with Article 14B.2.
2. Voluntary ("Self") Demotion

A Crew Chief may voluntarily step down from his Crew Chief position under the following circumstances:

- a. The parties agree that no later than thirty (30) days after the effective date of this Agreement, those employees who are in Crew Chief positions may notify the Company in writing of their desire to voluntarily step down.
- b. Thereafter, a Crew Chief may only voluntarily step down from his position during one of the two self-demotion windows to be established during the year. Unless otherwise mutually agreed to by the parties, those self-demotion windows will be prior to, but coincide with the contractual shift bids.
- c. All requests to voluntarily step down must be made in writing (including, but not limited to, via email), to the employee's manager or the manager's designee, and must be made at least thirty (30) days prior to the start of a new shift bid.
- d. A Crew Chief - Staffing Coordinator must fulfill a minimum of six (6) months or three (3) shift bids, whichever is less, to be eligible for self-demotion under this Article.
- e. Following the self-demotion window described in subsection 2b. above, the Crew Chief - Fleet Service Employee positions to be vacated by the self-demotion process will be posted for bid and awarded on a local airport basis only. If more employees desire to



- self-demote than those bidding for the jobs at that airport, self-demotions will be limited to the number requesting to backfill the positions from that airport. If insufficient local bidders are available, the self-demotions will be permitted in seniority order up to the number of bidders.
- f. Following the self-demotion window described in subsection 2b. above, the Crew Chief - Staffing Coordinator positions to be vacated by the self-demotion process will first be posted for bid and awarded to Crew Chief - Fleet Service Employees on a local airport basis only. If there are no qualified local Crew Chief - Fleet Service Employee bidders, the position will then be posted for bid and awarded to Fleet Service Clerks on a local airport basis only. If more employees desire to self-demote than those bidding for the jobs at that airport (including both Crew Chief - Fleet Service Employees and Fleet Service Clerks), self-demotions will be limited to the total number requesting to backfill the positions from that airport. If insufficient local bidders are available, the self-demotions will be permitted in seniority order up to the number of bidders.
 - g. An employee who is voluntarily demoted shall be returned to his former classification at his current location.
 - h. An employee who voluntarily demotes from a Crew Chief position shall be deemed ineligible to bid for or receive an award to a Crew Chief position in that classification for a period of twelve (12) calendar months from the effective date of his voluntary demotion. However, such employee shall be eligible to accept an available shift(s)/overtime after all employees holding a Crew Chief position or who are Crew Chief qualified have been offered an opportunity to accept such available shift(s)/overtime and have declined to accept such opportunity.



ARTICLE 15: FURLOUGH / RECALL

FURLOUGH

- A. An employee having seniority (one who has completed his probationary period) and who is directly affected by a reduction in force may at his option:
1. Exercise his seniority to displace the most junior employee at his station in his own or lower classification within his Title group.
 2. Exercise his seniority to fill a vacancy in a lower classification within his Title group at his station.
 3. Exercise his seniority to fill a vacancy in his own or lower classification in the system not subject to bidding.
 4. When there are insufficient vacancies to accommodate the number of employees being reduced he may exercise his seniority to displace the employee or employees with the least system seniority in his own or lower classification.
- B. An employee will file his current address and current phone number with the appropriate manager at the time of lay-off. An employee must keep the Company informed of any change of address and phone number via my.envoyair.com or any other electronic means developed and implemented by the Company.
- C. At the time of the lay-off, employees will be advised of, and in order of his seniority, offered his choice of the stations where appropriate vacancies exist and/or the location/s of the least senior employees in his classification in the system. The number of vacancies and the number of least senior employees in the appropriate classification selected for displacement will correspond to the number of laid off employees who elect to exercise their seniority to a job in their own classification.
1. The number of least senior employees exposed to displacement under this procedure will be subject to change prior to identification of awards.
 2. After awards are given the number of least senior employees exposed to displacement under this procedure will not be changed because of failure of a laid off employee to move to a job previously allocated.
- D. An employee who is directly affected by a reduction in force and exercises his seniority, either at the time of layoff or after accepting layoff, and thereafter must resign for personal reasons (cannot accept the new area, job or location) will retain recall rights if at the time of resignation they so notify



the Company in writing of their desire to retain their recall rights. Any employee wishing to avail himself of this provision must do so within 90 days of accepting the new position or location.

Example:

Employee is laid off at DFW and elects to displace a junior employee in ORD. After a few weeks in Chicago the employee's family cannot join him and he elects to resign and retain his recall to DFW. This would be permissible.

Same situation as above except the employee elects layoff at the time of the reduction in force and after being unemployed for some time transfers to a vacancy at ORD. He elects to resign for whatever reason and would be eligible to retain his recall rights.

- E. The Company will notify the Union thirty (30) days in advance of planned reductions in force, the number of employees and the locations.
- F. An employee who changes stations due to a reduction in force pursuant to A3 and A4 above will be reimbursed by the Company for moving and travel expenses under existing move policy limits.

RECALL

- G. An employee who has completed his probationary period and is laid off by the Company and does not exercise his seniority to displace an employee or accept a vacancy in his or a lower classification will continue to accrue occupational seniority during such layoff for a period of ninety (90) days and the employee will continue to retain occupational seniority thereafter. All seniority will be canceled and reemployment/ recall rights forfeited if the employee is not reemployed / recalled by the Company within ten (10) years from the effected date of layoff.
- H. An employee who has completed his probationary period and, in lieu of lay-off, exercises his seniority to displace an employee or accepts a vacancy in his or a lower classification will continue to accrue occupational and classification seniority for a period not exceeding his previous service to a maximum of two (2) years during such displacement. The employee will continue to retain occupational and classification seniority thereafter. All seniority will be cancelled and recall rights forfeited if the employee is not recalled by the Company within ten (10) years from the effective day of the layoff.



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- I. An employee bumping through one or more classifications or accepting vacancies and eventually laid off, will retain reemployment/recall rights to any non-bid position in each such classification.
 - J. At the time of reemployment/recall notice, the employee must notify the Company within five (5) days of intent to return to work, and must return to work within fifteen (15) days from the post mark of the original recall notice. An employee who fails to provide such notice or who fails to return to work within the prescribed time limits will lose all rights to reemployment/recall and his seniority will be forfeited unless such time is extended by the Company for a period not to exceed fifteen (15) days. The Company will furnish the Union with all reemployment/recall letters. All notices and replies will be by certified mail return receipt requested.



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ARTICLE 16: LEAVES OF ABSENCE

A. Personal Leave:

1. When the requirements of the service permit, an employee hereunder may be granted a personal leave of absence for a period not in excess of ninety (90) days. When such personal leaves are granted, the employee will retain and continue to accrue seniority during such leaves.
2. When the requirements of the service permit, such personal leave or leaves may be extended for additional periods not to exceed ninety (90) days. If such personal leave is extended by the Company, the employee will retain but not accrue seniority.

B. Medical Leave:

1. When medical leaves are granted on account of sickness, injury, or pregnancy an employee hereunder will retain and continue to accrue his seniority for all purposes until he is able to return to duty, except that in no case will leave for sickness or injury exceed a total continuous period of three (3) years.

C. Military Leave:

1. The reemployment and seniority status of any employee hereunder who, while in the active service of the Company, takes a Military Leave, will be governed by the provisions applicable by law.

D. Bereavement Leave:

1. Three (3) days of bereavement leave with pay for death in the immediate family will be extended to the employee covered by this Agreement. Immediate family includes Spouse or Company-recognized Domestic Partner, Children (dependent and non-dependent), Mother/Step-mother/Mother-in-law, Father/Step-father/Father-in-law, Sister/Step-sister, Brother/Step-brother, Domestic Partner's Mother or Father, Employee's Grandparents, Employee's Grandchildren, Legal Guardian (former/current), or any person who is a permanent member of the employee's household. If additional days are required, such days may be deducted from the employee's vacation allowance. Bereavement days must be taken within thirty (30) days of the death. Any extensions must be approved by local management.



E. Jury Duty:

1. Employees called for jury duty will receive their base rate of pay less the fee received for jury services. Such an employee will promptly show his supervisor the jury summons and also show the court's validation of jury service when completed.

F. Family Medical Leave:

1. An employee hereunder granted a leave of absence under the provisions of the Family Medical Leave Act will continue to accrue all forms of seniority during such leave.

G. General

1. An employee on leave of absence will report, prior to termination date of such leave, his intention to return to employment. Failure to make such report or secure renewal of leave of absence will terminate leave of absence and his employment.
2. An employee hereunder returning from a leave of absence will be permitted to exercise his seniority in resuming his classification at the base to which he had previously been assigned.
3. The Company reserves the right to require a medical examination of any employee at the Company's expense prior to return from any leave of absence. If an employee is required to report for said exam outside his base station, the Company will be responsible for travel costs and associated expenses.
4. To the extent that the Company provides more expansive leaves of absence benefits to other employee groups, those benefits will be applied to all employees covered by this Agreement.

H. Union Leave:

1. In the case of an employee holding a position as an International Representative, an International Officer of the Transport Workers Union or an employee holding a full time position within the International Union, the written request must be submitted by the Director Air Transport Division of the Transport Workers Union to the Vice President - Employee Relations. During this leave for Union business, the employee will maintain his benefits.
 - a. An employee on a Union Leave of Absence shall retain and continue to accrue Company, Occupational and Classification Seniority for the duration of the leave.



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- b. An employee on a Union Leave of Absence shall be is entitled to full reinstatement rights at the end of the leave.
 2. An employee on a Union Leave of Absence shall have the option of continuing to participate in American Eagle's health plan or may waive it for the TWU health plan.



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ARTICLE 17: FIELD WORK

- A. When an employee hereunder is required to perform work away from his base station on his regularly scheduled workdays, he will be paid at least eight (8) hours (or ten (10) hours as applicable) at his base rate of pay (including shift differential) for each scheduled workday while away from his base station, whether traveling, on call or working.
- B. When an employee hereunder is required to perform work away from his base station on his scheduled day off, he will be paid at least eight (8) hours compensation at overtime rates, whether traveling, on call or working.
- C. During such assignment, the employee will, while away from his base, be reimbursed actual reasonable expenses for meals, lodging and transportation.
- D. The distribution of field work will be governed by the procedures as agreed to by the Company and the Union at each station/base.
- E. No employee will be assigned to a temporary duty assignment (TDY) against his wishes. All temporary duty assignments of ten (10) days or longer will be given in writing to the employee affected and the station chairman or the Local President of the Union or his designee.



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ARTICLE 18: ATTENDANCE AT HEARINGS, INVESTIGATIONS OR TRAINING CLASSES

- A. When an employee hereunder is required by the Company to attend training classes during regular working hours, he will be paid for time spent in the attendance of such classes at his base rate of pay and such time will be deemed as time spent at his regular work, provided, however, any time so spent after regular work hours or on a scheduled day off will not be classed as overtime and will be compensated for, when attendance is required by the Company, at the employee's base rate of pay.
- B. An employee required due to training, hearings, investigations or meetings, to travel on a scheduled day off, will be paid at least eight (8) hours for such time at time and one-half his base rate of pay. Travel time referred to herein will begin sixty (60) minutes before the scheduled departure of the flight actually taken by the employee and will end with the actual arrival at the airport of destination. If an employee is required to provide his own ground transportation to an airport other than his base station, the travel time will begin from the time he begins his trip to arrive at the airport of departure. In both cases, the time will end with the actual arrival at the airport destination. No employee will receive more than eight (8) hours unless the actual trip time exceeds such.
- C. When an employee hereunder is required by the Company to attend hearings, investigations or meetings, he will be paid for such time at his base rate of pay and such time shall not be considered overtime.
- D. When an employee hereunder is required by the Company to attend training classes, best efforts will be made to schedule such training on an employee's scheduled workday.



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ARTICLE 19: GENERAL

- A. All orders to and request from an employee involving transfers, promotions, demotions, layoff, reemployment, leaves of absence, or anything affecting his pay or status, will be in writing.
- B. When requested by the Local President, employees will be granted relief from duty without pay for the purpose of official Union business provided this does not interfere with the operation.
- C. An employee, holding a position as an International TWU Representative, an International TWU Officer, or a full time position with the International Union or any of its locals, may request through the International Union, a Union Business (Pay) Continuance Leave of Absence, referred to as "UBP". The request for a UBP will be in writing from the International Union. The request will be sent to the Vice-President of Legal/Labor Relations or designee. If approved by the Company, the UBP will not exceed twelve (12) calendar months. The written approval will state the expiration date of the leave. An employee on a UBP will continue to retain and accrue seniority throughout the leave.
 - 1. A UBP may be extended in the same manner as stated above. A request for an extension of a UBP must be submitted and approved prior to the expiration date of the current UBP.
 - 2. If the UBP is extended, the employee will continue to retain and accrue seniority.
 - 3. If an employee is on a UBP, there will be no interruption to the employee's pay and benefits, but the Company will bill the Local Union or the International Union, as applicable, for the employee's salary plus a percentage override for tax and benefit related expenses. Failure of the responsible party to pay the billing will result in the termination of the UBP for the affected employee.
- D. Pay Loss for Union Business
 - 1. The following procedure shall be used for compensation of employee(s) while performing Union business. Requests for time off shall be subject to the approval of the designated manager at that station.
 - 2. The Union President or his designee shall inform in writing, the Managing Director, or his designee, of the employee(s) who are required to be free from duty for the purpose of conducting Union business and the proposed dates.



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3. The Company shall submit a report to the Union by the fifteenth (15th) of each month for Union Pay Loss due to the Company for the prior month and/or any outstanding balances owed.
 4. The Company will compensate the employee while performing such authorized business as if he had performed service on his/her normal duty period as applicable and will within forty-five (45) days following the month in which such pay loss is incurred advise the Union as to the total amount of such reimbursement. The Company will submit an invoice to the President or his designee detailing the following:
 - a. The name(s) of the employee(s);
 - b. The date(s) off work schedule for Union business;
 - c. The number of scheduled hours missed;
 - d. His/her applicable hourly rate;
 - e. The amount of loss calculated in dollars.
 5. The base amount of pay loss will be calculated by multiplying the scheduled number of hours missed, times the applicable hourly rate.
 6. In addition to the base pay loss calculated in paragraph 6 above, the Company may include an additional 17% override costs to cover the burden of taxes, workers' compensation, benefits, etc. Furthermore, if the Company should fail to bill the Union within the prescribed forty-five (45) day period, as outlined in #5 above, the Company will forfeit the 17% override fee. This in no way relinquishes the Company's right to collect the amount owed should the Company bill the Union after forty-five (45) days.
 7. Within forty-five (45) days after receipt of the invoice, the Union will pay to the Company the full amount of the invoice, unless the Union reasonably believes the invoice is incorrect and notifies the Company within thirty (30) days of receipt of the invoice of such dispute. The Union will pay promptly the remainder of the invoice that is not in dispute.
- E. Within forty-five (45) days after signing this Agreement, the Company will publish an electronic copy of this Agreement on the Envoy Portal. The Company will provide a formatted copy of the final Agreement to the Union for printing.
- F. Employees covered by this Agreement and their immediate families will be allowed the same pass and reduced fare privilege afforded other Envoy Air Inc. employees.
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G. The Company will provide bulletin boards at each station where employees hereunder are employed, marked Transport Workers Union of America, AFL-CIO and the appropriate Local number, for the posting of official Union business. Such notices will bear the signature of an officer of the Union and will not contain anything of a defamatory or personal nature attacking the Company or its representatives.

H. Uniforms:

If the Company requires the employees to wear uniforms, the employee will be required to wear standard Company uniforms. At those locations where local law does not require providing a uniform, the Company will provide the following:

Basic Uniform:

1. The Company shall provide a new or transferred employee with three (3) uniform tops and three (3) uniform bottoms and one (1) hat.
2. The employee will have the option of long or short sleeves tops and pants or shorts, appropriate to the position.
3. The Company will provide a jacket appropriate to the location. Jackets will only be issued to employees between October 1 and March 1 unless specifically approved for a location with extended cold weather seasons.
4. The Company shall designate any other specific uniform items that shall be allocated to employees. Employees who are terminated or resign are required to return all Company-provided uniform items to the Company.

I. Uniform Allowance:

1. On the first date of the employee's anniversary month, he shall receive a two-hundred-dollar (\$200) credit to be used to purchase new uniform pieces.
2. The credit will replenish on an annual basis but will not carry over from year to year.
3. Employees may purchase additional uniform items at any time at his or her own cost to be paid solely via credit or debit card.
4. In the event that the Company issues new uniforms, existing employees will receive an allotment of three (3) pants, three (3) shirts and if required, additional mandatory uniform items, in lieu of the applicable annual allotment specified in H.1 above.
5. Employees may wear the standard TWU insignia on pins and hats. TWU pins may be worn on the Company uniform jackets.



- J. Disciplinary documents generated on an employee covered by the Transport Workers Union will only be kept in his file for a period not to exceed (2) two years.
- K. In the event free parking facilities for employees are not available at airport locations, the Company will assume the monthly parking charge, assessed by the appropriate authority (airport, port, etc.) for parking in an area designated for employees. This provision will not apply to replacement or original charges to employees for decals, stickers, gate keys, or similar items. Also, where other transportation to and from employee parking facilities is recognized by the Company as an integral part of the employee parking arrangements that transportation will be at Company expense.
- L. No employees will incur any cost associated with the initial issue or renewal of Company or associated Airport/Base required ID badges.
- M. The Company will forward to the ranking Local Union Representative a copy of the regular shift bid schedule for the station. The shift bid schedule will include scheduled shift hours and scheduled days off.
- N. Health Benefits Eligibility and Employee Contributions
1. The following establishes the minimum number of hours a Fleet Service Clerk must work in order to be eligible for participation in the Company's Health & Welfare Benefits Program. (See Chart below)
 2. In order to be eligible to participate in the Company's Group Health and Welfare Benefits Program in the following year, a Fleet Service Clerk must have in excess of seven hundred and ninety-nine (799) "eligible hours" in the twelve (12) month period between July 1st and June 30th of the preceding year.
 3. "Eligible hours" shall include all paid work hours, paid sick, paid vacation, UBP, UBC, IOD and FMLA. Unpaid time off from work (other than IOD and FMLA) is not included in the calculation of "paid hours" for purposes of determining eligibility.

Number of Eligible Hours July 1 - June 30	Coverage - Employee Contribution Level
0 - 799	No Benefit Coverage
800 - 1559	Part-Time Contributions
1560 and greater	Full-Time Contributions



O. Clarification of Nepotism Policy

1. For purposes of defining first or second level supervisory relationships pursuant to the Company's nepotism policy, Crew Chiefs and other bid positions covered under this Agreement will not be considered supervisory positions. Therefore, relatives in any of the forgoing positions working under their direction will not be in conflict with the nepotism policy.



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ARTICLE 20: REPRESENTATION

- A. The Union may select and designate such representatives in the respective fields, stations, shops and other working units as may be necessary for the purpose of representing the employee under the terms of this Agreement, or in accordance with the Railway Labor Act, as amended.
- B. The Union will notify the Company in writing of the names of its Accredited Representatives at each station and any changes in the personnel thereof. The Company will inform the Union, in writing, of the supervisors with whom said Accredited Representatives will deal and changes thereof.
- C. International Officers and Accredited Representatives, or Local Officers of the Union will, at any time during regular working hours, have access to the premises of the Company where employees hereunder are located, for the purpose of investigating grievances or other matters directly connected with the operations of this Agreement and its procedures for the settlement of any dispute. As a matter of courtesy, notice of such intended visit will be given to the ranking Company Official.
- D. An Accredited International Representative of the Union or designated Company official who believes that any provision of this Agreement has not been or is not being properly applied or interpreted and which has not yet become the subject of an actual grievance, will have the right within ten (10) days after such alleged misapplication or misinterpretation has been ascertained to protest such violation, in writing, to the other party, who will evaluate such protest and render a decision in writing within fifteen (15) days.

Disputes in respect to actual grievances will be handled exclusively according to the provisions of Article 21, Grievance Procedure. If no settlement is reached under paragraph (D) of this Article, an appeal may be made, in writing, within thirty (30) days to an Arbitration panel (as described in Article 22K) of this Agreement.

- E. The Union does not question the right of the Company supervisors to manage and supervise the work force and make reasonable inquiries of employees, individually or collectively, in the normal course of work. In meetings for the purpose of investigation of any matter which may eventuate in the application of discipline or dismissal, or when written statements may be required, or of sufficient importance for the Company to have witnesses present, or to necessitate the presence of more than one Company supervisor, or during reasonable cause or post-accident drug/alcohol testing



as provided in Article 20. G., the Company will inform the employee of his right to have a Union representative present. If the employee refuses representation, the supervisor's record will reflect his refusal.

1. When the Company convenes a meeting under the provisions of Article 20. E., it will, except for rare and compelling reasons, indicate the purpose of the meeting and then, provide an opportunity for the employee and his Union representative to confer for a reasonable period of time. Once the 20. E. meeting reconvenes, it will continue until concluded by the supervisor.
 2. Before written notification of discipline or dismissal is given to the employee, he will be afforded the opportunity to discuss the matter with his supervisor. If he desires, he will have a Union representative present during this discussion. Nothing in this article will be construed as preventing the Company from holding an employee out of service pending an investigation.
- F. Employees covered by these Agreements who are interviewed by a Company Security Department representative as part of a Security Department investigation may, upon request, have an Accredited Representative present during the interview. If a local representative is not readily available, after the request, the Company's Security Department will not be required to wait for his availability before conducting the interview. However, the employee in that circumstance may request the presence of another TWU represented employee to be present. The role of the Representative will be that of a silent observer only. The Representative may in no way interfere nor impede the Security Department's investigation and/or interview.
- G. Employees who are required to take a reasonable cause or post-accident drug/alcohol test by the Company may, upon request, have a TWU representative present as a witness during those parts of the specimen collection process indicated below.
1. In those stations where a local TWU representative is not readily available, the Company will delay the test for up to one (1) hour from the time the employee requests or is notified of his right to Union representation, whichever comes first, in order to allow the first available representative to be present at the medical facility.
 2. Only one (1) TWU representative will be allowed to accompany the employee to the medical collection facility and into the collection area where the medical collector opens the drug testing kit, completes the



relevant paperwork and secures the kit after completion of the drug testing process. The TWU representative will be allowed to witness the opening of the collection kit by the collector, the documentation of the chain of custody procedure by the collector and the employee, and the packaging and sealing of the kit for shipment following the collection. The Union representative will not be allowed to accompany the employee or collector into the restroom.

3. In accordance with the FAA's directive of July 1990, no TWU representative will engage in any activity, which disrupts the collection process. Should the TWU representative engage in disruptive activity, the Representative will be required by the Company supervisor to wait in the employee/patient waiting area until the collection process and paperwork have been completed. This is pursuant to the FAA's directive.



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ARTICLE 21: GRIEVANCE PROCEDURE

A. Grievance Steps

Step 1. An employee who believes that he has been unjustly dealt with or that any provisions of this Agreement have not been properly applied or interpreted, or against whom the Company has proffered charges in writing, may present his grievance through his representative, within seven (7) days via email at envoy.twu.grievance@aa.com to the Company. The Company will forward the grievance to the designated Manager at the station to evaluate the grievance or complaint and render his decision as soon as possible but no later than seven (7) days following receipt of said grievance (the seven (7) days begin the day the employee emails the grievance). The decision will be sent to the employee's Company email address, the designated TWU email address listed on the grievance form, and to the employee's personal email address as designated on the grievance form.

Step 2. If the decision of the designated Manager is not satisfactory, the grievant may appeal through his representative within ten (10) days to the Company via email at envoy.twu.grievance@aa.com. The Company will forward the grievance to the designated Managing Director or his designee, who will render a decision as soon as possible, but no later than ten (10) days after the appeal is submitted to him. Responses will be sent to the designated TWU email address, to the employee's personal email address as designated on the grievance form, to the employee's Company email address and to the Company email address (above).

Step 3. If the decision of the Managing Director or his designee is not satisfactory to the employee, the grievance and the decision thereon may be appealed to the Envoy Air Inc. Boards of Adjustment as provided for in Article 22 of this Agreement; provided however said appeal is submitted within twenty (20) days of receipt of the decision rendered by the Managing Director or by his designee. Once a grievance has been docketed for System Board using a neutral arbitrator, the Managing Director or his designee and/or Labor Relations and the Local Union President or his designee will meet in an effort to resolve the grievance prior to the selection of a neutral arbitrator.

- B. Grievances involving discharge will be submitted initially to the second step of this Article. If the grievance is unresolved after such second step it may be submitted to the System Board of Adjustment.



- C. All grievances processed under the procedures provided above will be via email and will be signed by the employee whose grievance it is, and all decisions on said grievance will be via email.
- D. The parties may mutually agree to extend any of the timelines in this Article.
- E. An employee who has a grievance and his representative may present the grievance during work hours without loss of pay for time so spent, but no more time than is reasonably necessary will be devoted to such presentation of grievance.
- F. If, as a result of a decision in any of the steps of the grievance procedure, an employee is exonerated, all related disciplinary records will be removed from the employee's personnel file and balancing entries made. In addition, if he has been held out of service, he will be reinstated without loss of seniority, and he will be paid at his base rate of pay for his regularly scheduled hours.
- G. If the decision to be made by the Company under the provisions of this Article 21 is not made within the time limits prescribed herein for such decisions, the grievance will be processed to the next step.
- H. Mediation Process

The parties, by mutual agreement, may attempt to resolve a grievance that has been appealed to the System Board process set forth in Article 22 of this Agreement through the Grievance Mediation Services Alternative Dispute Resolution (ADR) process. The following guidelines will apply:

1. The issues mediated will be the same as the issues the parties have failed to resolve through the grievance process. Multiple grievances may be submitted to mediation together if mutually agreed to by the parties. The presentation of evidence is not limited to that presented at any previous step of the grievance procedure. The rules of evidence will not apply and no transcript of the mediation conference shall be made.
2. The grievant(s) will have the right to be present for the presentation of the case. Other attendees will include those individuals needed to present the parties' positions and to reach agreement with the authority to bind their respective parties. Non-participating observers will not be admitted except by mutual agreement of the parties.
3. The Company and the Union shall each appoint a principal spokesperson for the mediation conference.



4. The mediator has the authority to meet both jointly and separately with the parties; however, the mediator has no authority to compel resolution of the grievance.
5. Any grievance settled during a mediation conference that is intended to be non-precedent setting shall be so stated in a jointly executed settlement agreement.
6. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision involving the interpretation or application of the collective bargaining agreement, together with the reasons for his decision, unless both parties agree that no opinion shall be provided.
7. The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties agree otherwise.
8. Any written material or documentary evidence presented to the mediator or to the other party shall be returned to the party presenting that material at the end of the mediation conference.
9. In the event that a grievance, which has been the subject of a mediation conference, is subsequently heard before a System Board under Article 22 of this Agreement, the mediator may not serve as the arbitrator, nor may he be called as a witness by either party in such proceedings. During the System Board proceedings on such a grievance, no reference will be made to the fact that the grievance was the subject of a mediation conference; nor will there be any reference to statements made, documents provided, or actions taken by either the mediator or the participants during the course of a mediation conference, unless the party offering such statements, documents or actions would have had access or entitlement to them outside of the mediation conference.
10. By agreeing to schedule a mediation conference, the parties are not waiving any procedural arguments that they may have regarding the case. Both the Company and the Union reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement to schedule such a conference.
11. All parties in the mediation conference, including the mediator shall not disseminate information pertaining to the conference and/or individual grievances to the public, the media or like source.



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ARTICLE 22: SYSTEM BOARD OF ADJUSTMENT

- A. There is hereby established, pursuant to the provisions of the Railway Labor Act, as amended, a System Board of Adjustment, called the "Envoy Air Inc". "System Board of Adjustment".
- B. The System Board will be composed of three (3) members, one (1) selected by the Company and one (1) selected by the Union and one (1) neutral arbitrator jointly selected by the parties.
- C. The System Board will have jurisdiction over disputes between the Company and the Union or any employee governed by this Agreement growing out of grievances involving interpretations or applications of this Agreement; or disputes between the Company and the Union involving discharge or discipline.
- D. A dispute submitted to the System Board will be in the form of a petition submitted by either party and stating the position of the party submitting the grievance. Union submissions will be submitted to the Transport Workers Union Air Division office and assigned a case number. Time limits will not begin running until the date a case number is assigned and docketed.
- E. The written appeal will be sent to the Transport Workers Union Air ~~Transport~~ Division office in the form of a petition. The Transport Workers Union Air Division office will assign a case number and forward the appeal and two (2) copies, with the case number noted on each, to the Labor Relations Department. The scheduling of cases to be heard before the System Board is an administrative matter addressed by mutual agreement between the Union and the Company.
- F. The System Board hearings will generally be held in DFW for all interpretation and application grievances. Discipline and Discharge grievances will be held at the location where the grievance was filed unless a different location is agreed upon by the Company and Union System Board members.
- G. The System Board may summon any necessary witness(es) and relevant non-confidential records of the Company and the employee involved. An employee will not be required to testify unless he was a first-hand witness. The Company and the Union will cooperate to ensure that all witnesses summoned by the Board will appear in a timely fashion. The Union will limit its requests for the number of witnesses in order to not interfere with the service of the Company. Reasonable requests by the Union for employee witnesses deemed essential to the hearing will be honored, provided the



approval of the requests for witnesses will not result in interference with the service of the Company. To meet the interests of the Union and the Company with regard to this provision, the Company may require employees acting as witnesses to make every reasonable effort to shift trade to make themselves available to appear at the hearing, prior to being released.

- H. Disputes arising from paragraph G will be immediately referred to the Director of the Air Division and the Vice-President-Legal/Labor/employment, or their respective designees for resolution.
- I. The advocates will exchange all documents they may enter and the names of witnesses they may call in their direct case no later than forty-five (45) calendar days prior to the date set for all System Board hearings. Upon mutual written agreement both parties may waive the days for document exchange and witness names as listed above. Additionally nothing shall prevent either party from exchanging any or all documents and witness names prior to the calendar days listed above.
- J. In the event the parties are unable to agree on a selection of an arbitrator, either party may request the National Mediation Board to provide a list of seven (7) neutrals. The parties will select one (1) neutral arbitrator to serve as the third (3rd) member of the System Board by alternately striking names from the list submitted by the National Mediation Board. The party to strike first will be determined by which party struck last in the preceding arbitration by local.
- K. A majority vote of all members of the System Board as provided herein, will be competent to make a finding or decision with respect to any dispute properly submitted to it and such finding or decision will be final and binding upon all parties, including the grievant(s), to such dispute. System Board findings and decisions will be stated in writing and will be rendered within forty-five (45) calendar days from the close of the hearing, unless the period is extended by agreement of the panel members.
- L. The System Board panel will have no power to amend or modify this Agreement or any written agreements or addenda supplementary hereto or to establish any new terms or conditions of the same.
- M. The System Board will keep a complete and accurate record of all matters submitted for its considerations and of all findings and decisions made. Such findings and decisions of the System Board will be stated in writing and in each case a copy of the finding or decision will be furnished to the Company, the Union, and such employees who are a party to the dispute.



- N. All expenses of the System Board, including those of the neutral arbitrator in the determination of the controversy as herein provided, will be borne one-half (1/2) by the Company and one-half (1/2) by the Union. The salary or compensation of the members of the System Board, if any, will be by the parties selecting its member; except that System Board members who are employees of the Company will be granted necessary time off without loss of pay to attend System Board meetings. System Board members will receive space available transportation over the lines of the Company from point of duty to point of meetings of the System Board.
- O. Essential witnesses and representatives will be furnished space available transportation over the Company's lines without charge to, the point of hearing and return.
- P. Procedures for Finalizing Awards

The following procedures are provided in order to standardize the arbitration process and avoid any controversy regarding the deliberations and discussions associated with the publication of System and Area Boards of Adjustment awards:

1. Executive Sessions for every case should take place at the conclusion of the hearing or at such time as agreed upon by a majority of the System Board at the conclusion of the Hearing. This postponed session may be necessary due to the submission of briefs or other post-hearing issues, and should be the exception, not the rule.
2. An arbitrator's draft decision, distributed to the Union and Company System Board members unsigned, may be changed to any extent agreeable to a majority of the System Board. A written decision once executed and signed by the neutral arbitrator, will only be modified as to content by agreement of all System Board members.
3. The System Board members are not to discuss the decision of the Board with anyone other than the System Board members prior to the publication of the award by the administrator of the System Board.
4. No ex parte communication concerning the case (that is, discussion held without the presence of the full System Board) is permitted at any time.
5. The details of the Board's deliberations must be held confidential by virtue of the Boards intended neutrality. No System Board member should divulge the nature or content of the discussions held between the System Board members in reaching their decision.



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ARTICLE 23: MEAL PERIODS

- A. Meal periods will be thirty (30) minutes, except when a longer period is agreed upon between the parties.
- B. Meal periods will be scheduled not earlier than three (3) hours after commencement of work and not later than six and one half (6-1/2) hours after commencement of work for full time employees. If the employee is not scheduled for a meal period within the foregoing time span, the meal period will be provided between the six and one half hour and the end of the employee's scheduled shift and the employee will receive thirty (30) minutes additional pay at his base rate of pay.
- C. An employee on a four (4) day workweek ten (10) hour shift: The meal period will be one half hour unpaid, commencing after three and one half (3 1/2) hours and before the sixth (6th) hour of the shift. Each ten (10) hour shift will actually be scheduled for ten and one half (10.5) hours. By mutual, local agreement between the Company and the Union, ten (10) hour shifts may be scheduled with no meal period. Such ten (10) hour shifts will actually be scheduled for ten (10) hours.



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ARTICLE 24: PART-TIME EMPLOYEES

The Company may utilize part-time employees in all classifications under this Agreement at all stations. The provisions of the Agreement will apply to part-time employees, except as follows:

- A. Any vacancy or vacancies may be declared by the Company to be part-time.
- B. A part-time vacancy or vacancies will be filled by the most senior qualified employee(s) requesting to fill such vacancy or vacancies in accordance with the following order of preference:
 - 1. By full-time employees in the same classification currently working at the station.
 - 2. By an employee with recall rights to the station.
 - 3. By employees with active transfers on file.
 - 4. By new employees.

A full-time employee's refusal of part-time work will not affect that employee's seniority or recall rights under this Agreement.

- C. A part-time employee will be scheduled as follows:
 - 1. For no less than four (4) consecutive hours, but no more than six and half (6-1/2) consecutive hours in a workday excluding lunch and for a maximum of five (5) consecutive workdays in a workweek.
 - 2. For up to eight (8) consecutive hours (excluding meal periods) for up to four (4) consecutive workdays in a workweek.
 - 3. Part-time employees will not be scheduled split days off.
- D. Part-time employees required to work in excess of five (5) hours will be allowed a thirty (30) minute unpaid meal period. The provisions of Article 23B will not apply.
- E. Holiday pay will then be governed by Article 6.B and 6.C.
- F. The probationary period for a part-time employee will be the same as for a full-time employee.
- G. A part-time employee will accrue Company and Occupational seniority on the same basis as a full-time employee.



H. Additional hour requirements may be met by the Company by requiring part-time employees, in inverse seniority, to work after their scheduled hours or may request them to work before their scheduled hours at **his their** base rate of pay up to eight (8) hours in a workday.

I. Overtime

1. The provisions of Article 11 Overtime will apply to part-time employees after eight (8) hours in a workday have been worked, and at the rates provided in this Agreement.
2. Day Off Overtime. Time worked on an employee's regularly scheduled day off will be paid as follows:
 - a. If an employee has not worked forty (40) hours during the workweek, he will receive his base rate of pay for all hours up to eight (8) hours on an employee's day off. Any hours over eight (8) will be paid at one and one-half (1-1/2) times the base rate of pay in accordance with Article 11.B. of this Agreement. Any hours over twelve (12) will be paid two (2) times the base rate of pay in accordance with Article 11.B of this Agreement.
 - b. If an employee has worked forty (40) hours including CS during the workweek, he will receive one and one-half (1-1/2) times his base rate of pay for hours worked on an employee's sixth (6th) day of work and two (2) times his base rate of pay for hours worked on an employee's seventh (7th) day of work. Time paid for and not worked on a holiday (but not time paid for and not worked for sick leave) will be considered as time worked for purposes of computing weekly overtime.

J. Part-Time - Sick Leave

1. The annual credit deposit of twenty-four (24) hours for part-time employees shall be replaced with a monthly accrual of two (2) hours for each active month commencing on January 1, 2023, to be deposited into **his their** sick leave bank on the first of the following month for use in the same month it is deposited, and/or any subsequent month(s).
2. For part-time employees, the annual credit distribution and transition from a calendar year accrual to a monthly accrual shall apply in the same manner as for full-time employees (Reference Article 7. B.), except that the annual credit value to be distributed in 2022 shall be twenty-four (24) hours at two (2) hours per month and the monthly accrual shall be two (2) hours for each active month (i.e., shall accrue a total of four (4) hours per month in calendar year 2022).



NOTE

In the event the Company implements programming for sick accruals to be applied to the sick bank on a monthly basis,

Article 24.I.1 and 24.I.2 shall be modified as follows:

Part-time employees will be credited with two (2) hours of sick accrual for each active month (15 days or more of active service) to their sick bank on the first (1st) of each month following the accrual month.

3. Unused sick leave will be cumulative up to a maximum of seven hundred twenty (720) hours.
4. A part-time employee who uses accrued sick leave will be compensated at his base rate of pay for the number of hours he is scheduled to work.
5. Upon retirement, an employee who qualifies for employee retire travel will be paid for one-hundred percent (100%) of all accrued, unused sick time hours at his current base rate of pay.
6. Any part-time employee who has reached one hundred fifty (150) hours in his sick bank may convert up to thirty-nine (39) hours of sick time into five (5) days of VC based upon the scheduled number of hours the employee is scheduled to work at the time the VC is taken (to be taken in a one (1) week block only). Such vacations will be bid after all regular vacation bids (Article 5) have been awarded.

K. Part-Time - Vacations

1. The number of work week vacation blocks a part-time employee will be entitled to receive will be determined by years of active service with the Company (adjusted for leave of absence and layoff), in accordance with the Sections **K.3. through K. 7** below.
2. As used herein the term "Year" is used to mean a calendar year.
3. As of December 31 of each year, each part-time employee hereunder who has one (1) year but less than five (5) years of active service with the Company will be entitled to two (2) work week vacation blocks to be taken in the following year.
4. As of December 31 of each year, each part-time employee hereunder who has five (5) years but less than fourteen (14) years of active service with the Company will be entitled to three (3) work week vacation blocks to be taken in the following year.



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5. As of December 31 of each year, each part-time employee hereunder who has fifteen (15) years or more of active service with the Company will be entitled to four (4) work week vacation blocks to be taken in the following year.
 - To become effective the first vacation bid period following DOS.
 - Example: DOS October 2021, would use the bidding period in 2021 for vacation use in 2022.
 6. An employee who as of December 31 of any year who has one (1) or more years of active service with the Company but less than a full year of active service with the Company in such year will have his annual vacation entitlement and vacation pay prorated based on the number of months of active service with the Company. (see example below)
 7. The number of hours paid per work week vacation block will be based on the employee's average weekly hours worked, excluding overtime and including CS, any hours worked as a result of an authorized change of shift (CS), in the previous calendar year (such average will not be more than forty (40) hours for any one (1) week period).
 8. Year 2022 Vacation Entitlement Example:
 - Company Seniority = October 1, 2015 (6 years of completed service as of 12/31/2021)
 - Full year vacation entitlement = 3 work week vacation blocks for 12 months of active service.
 - On Leave of Absence = October 1st, 2021 through December 31st, 2021.
 - Since the employee was only active nine (9) of the twelve (12) months in 2021, his 2022 vacation pay shall be adjusted as follows:
 - Assuming the employee's average weekly hours worked in 2020 was thirty (30) hours, and the employee was active all year, he would be entitled to ninety (90) hours of vacation pay in 2022 (3 vacation work weeks at 30 hours each). However, since the employee was active for nine (9) months in 2021, his 2022 vacation pay will be adjusted to 9/12 of ninety (90) hours = 67.50 hours.
 - Assuming the scheduled working days for the work week = five (5) days at six (6) hours per day:
 - ▶ First work week vacation block pay = average weekly hours worked in the previous calendar year (thirty (30) hours).



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- ▶ Second work week vacation block pay = average weekly hours worked in the previous calendar year (thirty (30) hours).
 - ▶ Third week vacation block pay = 7.50 hours which is the balance of the 67.50 hours minus the 60.00 hours already paid in the first and second work week vacation blocks. This means, two (2) calendar days of vacation, with the first day being paid at six (6) hours and the second day being paid at 1.5 hours, and 4.5 hours will be unpaid. For the remainder of week three (3) the employee has the option: (1) to report to work or (2) if eligible, obtain CS coverage.
9. Notwithstanding the provisions of Article 5 of the Agreement, in the event that a full-time employee changes status and becomes a part-time employee, or in the event a part-time employee changes status and becomes a full-time employee, the average weekly hours worked calculation in **K.7.** above will apply for the vacation during the year in which the employee's status changed.
- L. All full-time employees under this Agreement may, if affected by a reduction in force, exercise their seniority under the provision of Article 15 to fill a full-time job in their own or lower classification or at their option elect to displace or fill a part-time position at their station. An employee electing to fill a part-time position under the provisions of Article 15 will retain recall rights back to the full-time position.
- M. A part-time employee's injury-on-duty benefits will be in accordance with the applicable workman's compensation laws.
- N. Part-time employees' shift differential will be on the same basis as full-time employees.



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ARTICLE 25: UNION SECURITY

- A. All employees covered by this Agreement will, as a condition of employment, maintain membership in the Union so long as this Agreement remains in effect, to the extent of paying an initiation fee and membership dues (not including fines and penalties), or agency fees in accordance with applicable law. An employee may have his membership dues deducted from his earnings by signing the form "Assignment and Authorization for Check-Off of Union Dues", also referred to as "Check-Off Form" or, if no such authorization is in effect, he must pay his initiation fee and membership dues directly to the Union.
- B. All new employees of the Company hired on or after the effective date of this Agreement will become members of the Union sixty (60) calendar days after the date of employment with the Company and will, as a condition of employment, maintain membership in the Union so long as this Agreement remains in effect, to the extent of paying initiation fees and membership dues, or in lieu of maintenance of membership, agency fees in accordance with applicable law. The Company will allow the Union an opportunity, during local orientation, to meet with new employees and transferees regarding Union matters.
- C. Employees who are or become members of the Union under paragraphs A. or B. above will pay membership dues as set forth in this article, except that payment for membership dues will not be required as a condition of employment during leaves of absence without pay or during periods of transfer to a classification or position not covered by this Agreement.
- D. "Member of the Union", for purposes of this Article will mean any employee who is a member of the Union and is not more than sixty (60) calendar days in arrears in the payment of initiation fee and membership dues as specified herein, or agency fee payer not more than sixty (60) calendar days in arrears in the payment of his fees.
- E. When an employee who is a member of the Union becomes delinquent within the meaning of paragraph D above, the following procedure will apply:
 - 1. The Director of the Air Division of the Union will notify the employee in writing, certified mail, return receipt requested, that he is delinquent in the payment of the initiation fee and membership dues or agency fees, as specified herein, and accordingly, is subject to discharge as an employee of the Company. Such letter will also notify the employee that he must remit the required payment within fifteen (15) calendar days of



the date of mailing of the notice, or be subject to discharge. This provision will be deemed to be complied with if the Union sends, but the employee refuses receipt of the above mailing.

2. If, upon the expiration of the fifteen (15) calendar day period, the employee still remains delinquent, the Director of the Air Division of the Union will certify, in writing, to the Vice President-Legal/Labor Relations or designee of the Company, copy to the employee, that the employee has failed to remit payment within the grace period allowed and is therefore to be discharged. The Vice President-Legal/Labor Relations or designee after being presented with the appropriate documentation will take proper steps to discharge such employee from the services of the Company.
 3. An employee discharged by the Company under the provisions of this paragraph, will be deemed to have been discharged for cause within the meaning of the terms and provisions of this Agreement.
- F. Any discharge under the terms of this Article will be based solely upon the failure of the employee to pay or tender payment of the initiation fee and membership dues or agency fees, as specified in this Article, and not because of denial or termination of membership in the Union upon any other ground.
- G. Any grievance by an employee concerning the interpretation or application of the provisions of this Article will be subject exclusively to the following procedure:
1. An employee who believes that the provisions of this Article pertaining to him have not been properly interpreted or applied may submit his request for review, in writing, within five (5) calendar days from the date the grievance arises, except that a grievance arising under paragraph E 1. must be filed within the fifteen (15) calendar day period specified in that paragraph. The request will be submitted to his immediate supervisor who will review the grievance and render his decision, in writing, not later than five (5) calendar days following the receipt of the grievance.
 2. The employee's immediate supervisor will forward his decision to the employee with a copy to the Local Union Accredited Representative. If the decision is not satisfactory to both the employee and the Union, then either may appeal the grievance directly to the System Board of Adjustment, established under Article 22 of this Agreement, within ten



- (10) calendar days from the date of the decision. The terms and provisions of such Article will be applicable, except as otherwise specified in this Article.
3. If the Union should appeal the decision to the System Board of Adjustment, it will prepare a joint submission of the grievance setting forth the Union's and the employee's position and forward copies to the employee, the Vice President - Legal/Labor Relations or designee of the Company and to the members of the System Board of Adjustment. If the employee should appeal the decision, he may request the Vice President - Legal/Labor Relations or designee to prepare the submission papers in his behalf for the System Board of Adjustment. In this event, such request will be made by the employee, in writing, to his immediate supervisor who will transmit, through the local Manager all facts, data and information concerning the grievance, together with a copy of the decision from which the appeal is taken. The Vice President-Legal/Labor Relations or designee will forward copies of the employee's separate submission to the employee, the local Manager, the Director of the Air Division of the Union and to the members of the System Board of Adjustment.
 4. During the period a grievance is filed under the provisions of this paragraph and until after final award by the System Board of Adjustment, the employee will not be discharged from the Company because of noncompliance with the terms and provisions of this Article. In the event the employee's grievance is denied because he has not tendered dues owed under this Article, he will be considered discharged for cause. In any proceeding under this Article, the employee, the Company, and the Union will be allowed to present any facts or arguments supporting their position concerning proper application of this Article.
- H. The Union agrees that it will indemnify the Company and save the Company harmless from any and all claims, which may be made by the employee or employees against the Company by virtue of the wrongful application or misapplication of any of the terms of this Article.
- I. The Company will not interfere with, restrain or coerce employees because of membership or lawful activity in the Union, nor will it, by discrimination in respect to hire, tenure of employment or any term or condition of employment, attempt to discourage membership in the Union.



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- J. The Union agrees that neither the Union nor its members will intimidate or coerce any employee in respect to his right to work, in the proper exercise, performance, or implementation of his duties and responsibilities with the Company, or in respect to Union activity or membership. The Union further agrees that the Company may take disciplinary action for any violation of this provision.
- K. The Company agrees to deduct from the pay of each employee who voluntarily executes the check-off form on or after the effective date of this Agreement, and remit to the Union the membership dues uniformly required by the Union.
- L. When a member of the Union properly executes such "Check-Off Form", the Union will forward an original copy to the appropriate official as designated by Envoy Air Inc. Any Check-Off Form which is incomplete or improperly executed will be returned to the Local Union Office, which submitted it. Any notice of revocation as provided for in this Article or the Railway Labor Act, as amended, must be in writing, signed by the employee and delivered by certified mail, addressed to their respective Local Union Office. Each Local Union Office will forward a copy to the appropriate official as designated by Envoy Air Inc. for future Union dues withholding. Check-Off Forms and notices received by the Company will be stamp-dated on the date received and will constitute notice to the Company on the date received, and not when mailed.
- M. When a Check-Off Form, as specified herein, is received by the Company as provided above on or before a given payday, deductions will commence with the first regular paycheck following said payday, and will continue thereafter until revoked or cancelled as provided in this Article. The Company will remit to the Union a check in payment of all dues collected on a given payday, on or as soon after the payday as possible. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of Union membership dues to the Union will be accompanied by a list of names, personnel numbers and station numbers of the employees for whom deductions have been made in that particular period, arranged in order of their personnel numbers. Additionally, the Company will supply in duplicate to the office of the Union a listing of those employees who are on leave of absence; have accepted a position outside the bargaining unit; or have terminated employment with the Company. The Company will further provide a list of any employees covered by this Agreement not on Check-Off to the Union on a monthly basis.
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- N. No deductions of Union dues will be made from the wages of any employee who has executed a Check-Off Form and who has been transferred to a job not covered by the Agreement, or who is on leave without pay. Upon return to work within a classification covered by this Agreement, deductions will be automatically resumed provided the employee has not revoked the assignment in accordance with this Article, and provided it is in accordance with the other appropriate provisions of this Article and of the Railway Labor Act, as amended.
- O. An employee who has executed a Check-Off Form and who resigns or is terminated from the employ of the Company for reasons other than layoff will be deemed to have automatically revoked his assignment and if reemployed, further deductions of Union dues will be made only upon execution and receipt of a new Check-Off Form. Provided, however, that upon return from layoff, leave of absence, or reinstatement from disciplinary discharge to work within a classification covered by this Agreement, deductions will be automatically resumed. In cases where Check-Off is not reinstated by the Company due to mechanical or software errors, the Company will collect the back dues at a maximum of fifty (50) dollars per month and remit to the Union, provided the employee has not revoked the assignment in accordance with this Article, and such deductions are in accordance with the other appropriate provisions of this Article and of the Railway Labor Act, as amended.
- P. Collection of any back dues owed at the time of starting deductions for any employee, and collection of dues missed because the employee's earnings were not sufficient to cover the payment of dues for a particular pay period, will be the responsibility of the Union and will not be the subject of payroll deductions.
- Q. Deductions of membership dues will be made in a flat sum from each paycheck provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues will not extend beyond the period in which his last day of work occurs.



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ARTICLE 26: NO STRIKE – NO LOCKOUT

- A. It is the intent of the parties to this Agreement that the procedures set forth herein and in the Railway labor Act, as amended, for the resolution of disputes will serve as a means of peaceable settlement of all disputes that may arise between them and that, therefore:
1. The Company will neither cause nor permit any lockout of employees covered hereunder during the life of this Agreement; and
 2. Neither the Union nor the employees covered hereunder, both individually and collectively, will authorize, cause, sanction, or engage in any strike or job action against the Company, illegal picketing of the Company's premises, slowdown, sit-down, walkout, work stoppage, or curtailment of work of any kind, during the life of this Agreement.



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ARTICLE 27: SAVING / INVALIDATION CLAUSE AND APPLICATION OF THE AGREEMENT

- A. Should any term or provision herein be rendered invalid, such invalidation will not affect the remaining terms and provisions of this Agreement which will remain in full force and effect.
- B. In the event of invalidation, unless otherwise required by law, either the Company or the Union may, upon thirty (30) days written notice, request negotiations concerning modifications or amendment of the invalidated provision or provisions and such negotiations will commence within fifteen (15) days from the date of receipt of said notice.
- C. Should any term or provision herein be rendered invalid, such invalidation will not affect remaining terms and provisions of this Agreement which will remain in full force and effect.
- D. In the event of invalidation, unless otherwise required by law, either the Company or the Union may, upon thirty (30) days written notice, request negotiations concerning modifications or amendment of the invalidated provision or provisions and such negotiations will commence within fifteen (15) days from the date of receipt of said notice.
- E. To the greatest extent permitted by law, the provisions of this Collective Bargaining Agreement shall control over any Federal, State or Local statute, law, regulation, ordinance, or other governing provision (collectively "Laws") to the extent such Laws permit a waiver, exception or other treatment for employees covered under a collective bargaining agreement. To the extent applicable law is inconsistent with the terms of this Agreement, and such law is not **waivable**, an employee shall be entitled to the protections provided by applicable law. The Company shall maintain a list of all Laws subject to this provision and may throughout the term of this Agreement update and incorporate a list of such Laws as an exhibit to this Agreement and such updated exhibit shall have full force and effect as if set forth herein verbatim. This provision shall not apply to Laws establishing a minimum hourly wage.
- F. In no instance will this Article apply to Laws concerning the amount paid for minimum wages (i.e., this Article shall not constitute a waiver regarding the payment of any applicable minimum wage).
- G. The Laws referenced in this Article shall include but are not limited to:



California Healthy Workplaces, Healthy Families Act of 2014, Cal. Lab. Code §§ 245-49; Chicago Fair Workweek Ordinance; Chicago Minimum Wage and Paid Sick Leave Ordinance, Chi., Ill., Mun. Code of Chi., §§ 1-24-010 to 1-24-110; Cook County Earned Sick Leave Ordinance, Cook Cty., Ill., Code of Ordinances, Cook Cty., Ill., §§ 42-1 to 42-10; Los Angeles, California, Living Wage Ordinance, L.A. Admin. Code Section 10.37.2(b) & (c); N.Y.C. Earned Safe and Sick Time Act, N.Y.C. Admin. Code Title 20, Chapter 8; N.Y. Healthy Terminal Act 2020 N.Y. SB 6266.



ARTICLE 28: HEALTH AND SAFETY

- A. No employee will be required to participate in a bomb scare investigation/ search against his wishes.
- B. The Company will provide protective devices and other equipment necessary to meet safety regulations and safety standards and will make provisions for the health and safety of the employee during hours of employment. The Company will also make available adequate rain and cold weather gear, and hearing protection. The Company will provide goggles, gloves, and face masks to those employees assigned the deicing function at Company expense.
- C. The Company agrees to maintain safe, sanitary conditions in all Company shops and facilities.
- D. The Company will provide adequate heating in all shops and facilities.
- E. In order to eliminate accidents, illness and unsafe and unsanitary conditions a joint Company/Union safety committee will be established. It will be the duty of this committee to see that all state and local health and safety regulations are complied with, that safety equipment is being used and that safety practices and procedures are being followed.
- F. In the event that the Joint Safety Committee is unable, within sixty (60) days, to resolve an issue which has been brought to its attention, either the Company or the Union may submit the issue to the System Joint Safety Committee which will constitute a board to review the issue(s). The System Joint Safety Committee will consist of a representative of the Transport Workers Union International and a representative of the Company's Safety office. If the issue(s) is/are not resolved by the System Joint Safety Committee, either representative may submit the issue(s) on appeal to the Board of Adjustment in accordance with the provisions of Article 22 of the labor agreement.



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ARTICLE 29: DURATION OF AGREEMENT

This Agreement shall become effective as of October 2, 2021. It shall continue in full force and effect until and including October 1, 2026 and shall renew itself until each succeeding October 2nd thereafter, except that a written notice of intended change may be served in accordance with Section 6, Title I of the Railway labor Act, as amended, by either party hereto at least two hundred and forty (240) days prior to October 2, 2026 (Five (5) years from effective date). If the aforesaid notice is made, conferences between the parties will commence no later than one hundred and eighty (180) days prior to October 2, 2026 (Five (5) years from effective date) unless otherwise mutually agreed to by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this October 2, 2021.

TRANSPORT WORKERS UNION
OF AMERICA, AFL-CIO

ENVOY AIR INC.

John Samuelson
International President

Chris Peppalounou
Vice President-Legal/Labor Relations

Gary Peterson
Int'l Vice President, Air Division Director

Shannon Marks
Managing Director Envoy Ramp Services-DFW

Jose Galarza
International Representative

William Odonoghue
Managing Director Envoy Ramp Services-ORD



ARTICLE 29: DURATION OF AGREEMENT
(continued)

Witnesses:

TRANSPORT WORKERS UNION
OF AMERICA, AFL-CIO



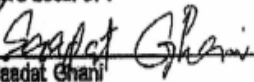
Dan Rivera

TWU Local 570



Molestey Pawa

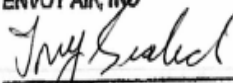
TWU Local 571



Seadat Ghani

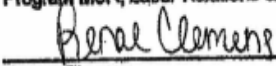
TWU Local 575

ENVOY AIR, INC



Tony Bralich

Program MGR, Labor Relations & Human Resources



Renae Clemens

Counsel Labor Relations



Letter A: CR1 Entries / Employee Rebuttal Relative to Investigations

Update

October 2, 2021

Mr. Jose Galarza
International Representative

Dear Mr. Galarza

This letter will confirm our understanding reached during negotiations, that if there is an investigation of sexual harassment and the charged employee is found to be exonerated of the charges, no entry regarding the charge or investigation will be made in the CR1. Any entry previously made will be deleted from the CR1.

In other cases, a CR1 entry, if any, will reflect the nature of the discussion with the employee. When an employee is coached and counseled resulting in a CR1 entry, the employee can submit a separate rebuttal to the CR1 entry, sign and date it and it will be attached to the Company's electronic recording system (e.g., Emanager or any successor system). The employee will be provided a photocopy of the related CR1 documentation and a copy will be sent to the employee's Company e-mail address.

As always, the employee has the prerogative of reviewing the CR1 entry and providing any additional information desired.

This will in no way preclude the Company from discussing policy as related to investigations.

If the above accurately reflects your understanding of our agreement, please signify by signing below.

Sincerely,

Chris Pappaioanou

Vice President - Legal/Labor Relations

Envoy Air Inc.

Agreed to:

Jose Galarza

International Representative

Transport Workers Union



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Letter B: 401k Company Match of Eligible Earnings

January 01, 2013

Mr. James C. Little
International Representative
Transport Workers Union
1848 Norwood
Suite 112
Hurst, TX 76054

Dear Mr. Little,

This letter will confirm our understanding reached during negotiations whereby the Company offers to continue to provide a Company contribution for employee savings deferred in a 401(k) plan.

The details are outlined in the American Eagle 401(k) Plan Document. However, subject to the extent allowed by law, the Company shall contribute as an Employer Matching Contribution the following amount based on the employee's elective contributions and length of service:

Complete Years of Service	Company Match of Eligible Earnings
1 - 10	50% of up to 6% of eligible earnings for a maximum of 3%
11 - 15	66.6% of up to 6% of eligible earnings for a maximum of 4%
16 - 19	83.3% of up to 6% of eligible earnings for a maximum of 5%
20+	100% of up to 6% of eligible earnings for a maximum of 6%

Sincerely,

Agreed to:

Cathy McCann
Vice President, People
American Eagle Airlines, Inc.

Jose Galarza
International Rep
AE Coordinator
Transport Workers Union



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Letter C: COPE Deductions

April 28, 1998

Mr. James C. Little
International Representative
Transport Workers Union
1848 Norwood
Suite 112
Hurst, TX 76054

Dear Mr. Little,

This will confirm our recently reached agreement with regards to COPE payroll deductions.

We agreed the Company will allow all TWU represented employees to authorize payroll deductions for this fund, on a voluntary basis only. It will be the employee's responsibility to obtain and submit an authorization card to the Company. The Company will transfer funds collected to the TWU on the same schedule used for dues transfer.

Sincerely,

Dan Garton
President
American Eagle Airlines, Inc.

Agreed to:

James C. Little
International Representative
Transport Workers Union



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Letter D: Expansion of VC, Holidays or Medical Plans

October 2, 2021

Dear Mr. Galarza,

This letter will confirm our understanding reached during the recently concluded negotiations in which the Company agrees that in the event it grants to other employees at Envoy Air Inc. any additional holiday(s), vacation(s), or an improved medical plan, the Company will grant the same to those employees covered under this Agreement.

Sincerely,

Chris Pappaioanou
Vice President - Legal/Labor Relations



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Letter E: AA Flowthrough Agreement

February 3, 2005

Mr. Joseph C. Gordon
International Representative
Transport Workers Union
1791 Hurstview Drive
Hurst, TX 76054

Dear Mr. Gordon,

AMERICAN EAGLE / AMERICAN AIRLINES EMPLOYMENT PROGRAM

The purpose of this program is to increase the opportunities for qualified Eagle employees to be hired at American Airlines, Inc. for the positions of:

Aviation Maintenance Technician
Overhaul Support Mechanic
Parts Washer
Aircraft Cleaner
Plant Maintenance Mechanic
Plant Maintenance Man
Utility Man
Cabin Cleaner
Building Cleaner
Stock Clerk
Fleet Service Clerk
Ground Serviceman
Dispatcher



General Qualifications

1. Employees which are on any step of the PPC or ACP programs are not eligible.
2. Employee has passed all levels of training offered during this period.
3. Licenses as required by the position applied for.

Qualifications for M & E Employees

1. Employee has completed 36 months of service with Eagle.

Qualifications for Ramp Employees

1. Employee has completed 24 months of service with Eagle.

Qualifications for Dispatch Employees

1. Employee has completed 36 months of service with Eagle.

General Rules

1. After completing the required length of service with American Eagle Airlines Inc. or its associated subsidiaries. American Eagle Airlines will accept applicants whom desire to be employed by American Airlines. This program will be administered by American Eagle Airlines and all documentation and requests for positions at American Airlines under this procedure will be handled by the American Eagle Coordinator.
2. Applicants meeting the above listed qualifications will be placed on a preferred hiring list.
3. American will afford qualified American Eagle employees on the preferred hiring list the opportunity for open positions prior to interviewing candidates from companies outside of AMR and in accordance with #4 below:
4. American will extend to qualified American Eagle Airlines employees at least one (1) out of four (4) vacancies that remain after American Airlines internal transfer procedures are complied with.



5. No more than ten (10) Ramp Service employees per classification per station per month will be permitted to leave American Eagle Airlines under this procedure. No more than ten (10) percent of Maintenance and Engineering employees per classification per station per quarter will be permitted to leave American Eagle Airlines under this procedure. No more than five (5) percent of the Dispatch employees per six months will be permitted to leave American Eagle Airlines under this procedure.
6. The preferred hiring list provided by American Eagle Airlines will be forwarded to American Airlines upon a request from American Airlines that a job vacancy exists under #3 above.
7. The employee is responsible for having his/her name on the list. (Which will include the location/s the employees wishes to be considered for), providing American with a fully completed application and resume and ensuring the Employee Information Record (EIR) is up to date.
8. Employee must pass any qualification tests administered by American Airlines.
9. Employee must pass any Drug and Alcohol tests as administered by American Airlines. Any failures of these tests are cause for immediate corrective action up to and including discharge from AMR.
10. Any refusal of a job offer from American Airlines will result in a permanent bar from transferring to American Airlines under this policy.
11. Lists will be forwarded quarterly to the Transport Workers Union International.
12. American may spread the hiring dates as required to meet its goals.
13. Employee will retain and carry Company seniority to their new position but other seniority and benefits will be as provided at the new position. Vacation accrued at the time of leaving American Eagle Airlines will be paid off at the appropriate rate and will not be carried over to the new position.



Any American Eagle Airlines employee who is hired at American Airlines will serve a new probationary period. Failure to complete the probationary period successfully will result in termination from American Airlines. The employee who fails to pass probation will not have any rights (including bumping back) to return to his/her former position at American Eagle Airlines, Inc.

Sincerely,

Agreed to:

Denise Lynn
Vice President, People
American Eagle Airlines, Inc.

Joseph C. Gordon
International Representative
Transport Workers Union



Letter F: New Station Implementation of Staffing Coordinator Position

Dear Mr. Galarza,

This letter shall serve to supersede and update Letter J of the Agreement dated January 1, 2013 regarding the Staffing Coordinator Crew Chief position.

The Company agrees that in addition to DFW, the TWU Fleet Service bargaining unit shall receive all future work associated with Dynamic Manning (or any similar computer-based staffing program implemented by the Company) that falls within the provisions of Article 10 of the Fleet Service Agreement at any other base or station that implements the Dynamic Manning System.

The Parties further agree to the following procedures with respect to the selection of Staffing Coordinator Crew Chiefs at any other base or station that implements the Dynamic Manning System (or any similar computer-based staffing program implemented by the Company) in the future:

1. The Company will post all Staffing Coordinator Crew Chief positions available system-wide on all bulletin boards in all shops and work areas/cities where employees are employed, in accordance with the established bid procedure.
2. Notices of the Crew Chief vacancies will be posted for a period of ten (10) days prior to being filled.
3. The Company and Union will meet and agree on procedures for the selection of Staffing Coordinator Crew Chiefs. The selection of Staffing Coordinator Crew Chiefs shall not exceed a period of seven (7) days.
4. After the selection process has been completed, those employees selected for the Staffing Coordinator Crew Chief Positions will have fourteen (14) days to report to the new location in accordance with Article 14E.6.
5. The Company agrees to train the selected Staffing Coordinator Crew Chiefs in accordance with Article 10.I.



6. The Company agrees that the entire bidding, selection, and training process for Staff Coordinator Crew Chiefs will not exceed a period sixty (60) days.

If the above accurately reflects your understanding, please signify by signing below.

Sincerely,

Chris Pappaioanou
Vice President Legal/Labor Relations
Envoy Air Inc.

Agreed to:

Jose Galarza
International Rep
AE Coordinator
Transport Workers Union



Letter G: SJU / Article 21 - Time Limits
(Reference Article 21)

April 28, 1998

Mr. James C. Little
International Representative
Transport Workers Union
1848 Norwood
Suite 112
Hurst, TX 76054

Dear Mr. Little,

This letter will confirm our understanding reached during negotiations whereby the Transport Workers Union agrees that the following specific procedures will be followed for all TWU employees based in SJU in regards to Article 21 of the American Eagle Airlines / TWU Labor Agreement:

If any decision made by the Company under the provisions of Article 21 is not appealed by the employee affected within the time prescribed herein for such appeals or if the grievance is not presented within the time specified in Article 21, the decision of the Company shall become final and binding.

Furthermore, if the decision to be made by the Company under the provisions of Article 21 is not made within the time limits prescribed herein for such decision, the grievance of the employee shall be granted.

All other provisions of Article 21 of the American Eagle Airlines / TWU Labor Agreement shall remain in effect and are not deemed to be altered or amended in any other way.



If the above accurately reflects your understanding of our agreement, please signify by signing below.

Sincerely,

Dan Garton
President
American Eagle Airlines, Inc.

Agreed to:

James C. Little
International Representative
Transport Workers Union



Letter H: JFK/LGA One-Station Agreement

January 01, 2013

Ms. Cathy McCann
Vice President, People
American Eagle Airlines
4333 Amon Carter Blvd
Ft. Worth, TX 76155

Dear Ms McCann,

This will confirm our discussion during the negotiations leading up to the signing of the Labor Agreement effective TBD.

We have agreed to recognize JFK Airport (JFK) and LaGuardia Airport (LGA) as a one-station complex under the following scenarios.

A. An employee based at JFK or LGA will:

1. Be given preference over employees located at other airports/stations with regards to Article 14 - Transfers and Promotions and be considered before any other candidates regardless of their seniority for JFK and LGA, higher classification, transfer and reclassification positions/vacancies.
2. Be deemed to be based as one station in the event of:
 - a. A surplus of employees at one airport when vacancies exist at the other;
 - b. A reduction in force at either airport when there are no vacancies available at the other;
 - c. A reduction in force at both airports;
 - d. A recall of laid-off employees at both airports;
 - e. Temporary assignments between airports

B. Higher Classification Positions

1. A higher classification vacancy will be filled by honoring requests of qualified employees for reassignment from one airport to the other. To be considered qualified, an employee must hold, as a result of having been selected the successful bidder, a job in the



same classification as the vacancy and involving the same requirements. The method to follow is outlined below in paragraph (D).

2. Vacancies remaining after such requests have been honored are to be awarded as outlined in Article 14 of this Agreement.
3. If a reduction in force is exercised at either JFK or LGA an employee in a bid position affected by the RIF may exercise his seniority to first fill a non-bid vacancy at his current airport, if one exists. If no vacancy exists he may then exercise his seniority to displace a non-bid position at his current airport.

C. Non-Bid Vacancies - Transfers

1. If a vacancy occurs (non-bid) within the one station complex, requests for lateral reassignment between JFK and LGA will be honored before transfer requests from other stations in the system are considered, and before new employees are hired. An employee interested in being reassigned to the other station (JFK to LGA or LGA to JFK) must file a request for such reassignment not less than fifteen (15) calendar days prior to reassignment date. All requests will be valid until the following January 1st and July 1st. Each January 1st and July 1st, a request for reassignment not submitted within the preceding thirty (30) calendar days will be voided and it will be necessary for a new request to be submitted.
2. Under this procedure, the Company will not require, as a condition of being eligible to request reassignment, that an employee has completed six (6) months of service at his current airport. However, an employee on probation must have completed his probationary period before being eligible to request such reassignment from one airport to another.
3. Selection to fill a vacancy will be made on the basis of the most senior employee in the same status requesting the reassignment, unless medically restricted.
4. If there are no requests, or an insufficient number of requests to fill any such vacancies, requests for transfer on file from employees at other locations in the system will be honored.



D. Reclassification

1. If an employee is eligible for upgrading from one classification to another, this will be done on a one-station basis, subject to the requirements of Article 14 as outlined in the AMT & Related Agreement and Article 14 of the Fleet Service Agreement.

E. Surplus Employees at One Airport, Shortage at the Other Airport

1. When there is a surplus of employees at one airport and corresponding vacancies at the other airport, the number of employees involved at the airport with the surplus will be equalized through reassignment of volunteers, if any.
2. Selection of volunteers will be made on the basis of the most senior volunteers. If no employee volunteers or an insufficient number volunteer, then the selection will be made on the basis of the most junior employee from the airport with the surplus to the airport with the shortage.
3. If a surplus still exists, such employees who refuse reassignment will be subject to a reduction in force.
 - a. Such surplus employee may accept layoff with recall rights to the original airport of surplus.
 - b. If such employee accepts layoff and a vacancy occurs in the city from where he was laid off, he will be blended in seniority order with active transfers in the same classification within the one station complex. Such vacancy will be filled with the most senior employee.
 - c. An employee who accepts layoff as described above will not be afforded the provisions outlined in paragraph (G) below or the provisions of Article 15 of this Agreement.
4. No Transfer Requests (C) or Reassignments (D) will be processed until the equalization process has been finalized

F. Reduction in Force

1. If a reduction in force is exercised at one of the stations in the one-station complex, the two stations will be combined for the purposes of the reduction in force.



2. In the event that there is not a vacancy at the other airport, in the one-station complex then the most junior employee will be affected by the reduction in force and may accept layoff or exercise his seniority in accordance with the provisions of Article 15 of this Agreement.

G. Recall

1. An active employee involuntarily moved from one airport to the other (JFK to LGA or LGA to JFK), as a result of a reassignment, surplus or reduction in force will maintain recall rights back to the original airport.
2. This recall will not be applicable to any higher classification position that was affected by a reduction in force.
3. Vacancy(s) that occurs in the city where there was a reduction in force:
 - a. Will first be offered to active employees within the one-station complex who hold recall.
 - b. Remaining vacancies will be processed as outlined in Article 15 of this Agreement.

H. Expenses

1. An employee reassigned from one airport to another within the one-station complex, whether by employee request or by direction of the Company, will not be eligible for the Company moving reimbursement/expense.

I. Temporary Assignments Between Airports

1. When an employee, regularly assigned to one airport is assigned to duty at another airport, the provisions of Article 17 will apply.
2. When such assignments are made, employees will be regarded as working and will be paid their regular hourly rate while traveling from one airport to another within the one-station complex.

- J. The Company agrees to meet and confer with the Union on other stations that may need to be added to this One-Station Agreement.



If the above accurately reflects your understanding, please signify by signing below.

Sincerely,

Agreed to:

Jose Galarza
International Representative
American Eagle Coordinator
Transport Workers Union

Cathy McCann
Vice President,
Employee Relations
American Eagle Airlines, Inc.



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Letter I: SJU / Article 22 - Bureau of Labor Arbitration
(Reference Article 22)

April 28, 1998

Mr. James C. Little
International Representative
Transport Workers Union
1848 Norwood
Suite 112
Hurst, TX 76054

Dear Mr. Little,

This will confirm our discussions during the negotiations leading up to the signing of labor Agreements effective April 28, 1998. During these discussions we discussed the Bureau of Arbitration and Conciliation of the Department of Labor of Puerto Rico. We have agreed on a trial basis to utilize this avenue to hear cases that are appealed in accordance with Article 22 of the collective bargaining Agreement from employees based in San Juan, Puerto Rico.

Both parties may terminate this trial upon written notice to the other party and all cases will thereafter be handled in accordance with the provisions of the labor Agreement. In addition, if either party does not wish a particular case to be heard by this tribunal, they can, upon written notice to the other party, schedule the case under the provision of the labor Agreement.

Sincerely,

Agreed to:

Dan Garton
President
American Eagle Airlines, Inc.

James C. Little
International Representative
Transport Workers Union



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Letter J: SJU / Local Laws Entitlements

February 3, 2005

Mr. Joseph C. Gordon
International Representative
Transport Workers Union
1791 Hurstview Drive
Hurst, TX 76054

Dear Mr. Gordon,

This will confirm our discussion during the negotiations leading up to the signing of the labor Agreement effective January 22, 2005.

The Company agrees that it will provide to its employees in Puerto Rico who are represented by the Union those entitlements which it is legally required to provide to them under the laws of the Commonwealth of Puerto Rico, as properly amended from time to time by the Commonwealth.

If the above accurately reflects your understanding, please signify by signing below.

Sincerely,

Agreed to:

Denise Lynn
Vice President, People
American Eagle Airlines, Inc.

Joseph C. Gordon
International Representative
Transport Workers Union



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Letter K: Flexible Hiring Rates / Clarification
(Reference Article 4)

DATE: January 11, 2006

Joe Gordon
International Representative
Transport Workers Union
1791 Hurstview Drive
Hurst, TX 76054

Dear Mr. Gordon,

Per our discussion and as a clarification to the application of Flexible Hiring rates with regards to an employees' classification seniority date, it has become necessary to establish this Bulletin for future references. This is a result of system board Case #'s AE-49-05, 50-05, 51-05. It became evident between the Company and the Union that it was necessary for the Company to adjust the Classification seniority date for incumbent employees and as you know the evidence demonstrated that this practice became effective January 1, 2001.

The applicable Articles are:

Article 4 A (1,2) AMTs and related

Article 4 A (1,2) Fleet Service clerks

In the event that a particular station utilizes the flexible hiring rates, Article 4 (A 1), and raises its starting rate of pay for a specific classification, then incumbent employees at that station and in that specific classification who were at a rate lower than the new flexible hiring rate, will have their base rate of pay raised, Article 4 (A 2). The effective date of the new base rate of pay will be the date the external candidate (hired at the flexible rate) commences employment within the station and classification.

Example:

BOS hires an AMT at \$13.53 per hour (step 3).

Date of hire 2/1/06

All Incumbent employees will be raised to the new higher rate effective 2/1/06.



In addition, the incumbent who has had their base rate of pay raised will have their classification seniority date adjusted to reflect the effective date of the increase. Thereafter, the employee will receive step increases on an annual basis. No employee can exceed the maximum step for his or her classification.

Example:

<u>Current Date</u>		<u>Base Rate of Pay</u>	<u>Occ Date</u>	<u>Class Date</u>
2/1/06	John Doe	12.63	11/5/04	11/5/04

Flex Rate to \$13.53 effective 2/1/06.

<u>Current Date</u>		<u>Base Rate of Pay</u>	<u>Occ Date</u>	<u>Class Date</u>
2/1/06	John Doe	13.53	11/5/04	2/1/04

If the above accurately reflects your understanding of our agreement, please signify by signing below.

Sincerely,

Dianne E. Taber
Counsel, Employee Relations
American Eagle Airlines, Inc.

Agreed to:

Joe Gordon
International Representative
Transport Workers Union



Letter L: Station Protection & Boston Scope

LETTER OF AGREEMENT
between
ENVOY AIR INC.
and the
Fleet Service Clerks
in the service of
ENVOY AIR INC.
as represented by
the Transport Workers Union of America

Station Protection & Boston Scope
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THIS LETTER OF AGREEMENT ("LOA") is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between ENVOY AIR INC. ("Envoy" or "Company"), and the Fleet Service Clerks ("Clerks") in the service of Envoy, as represented by the Transport Workers Union of America ("TWU" or "Union"). Envoy and TWU are each a "Party" to this LOA, and collectively the "Parties" to this LOA.

WHEREAS, the Parties are signatories to a collective bargaining agreement which became effective October 2, 2021 (the "CBA") that governs the rates of pay and working conditions covering the Clerks working in the service of the Company;

WHEREAS, the Parties enter into this LOA to memorialize the below job protections and scope agreements between the Parties that the Parties reached after concluding negotiations for the Amended CBA;

NOW THEREFORE, the Parties agree as follows:

1. Subject to the terms of this LOA, from the effective date of the Amended CBA through the day prior to the amendable date of the Amended CBA (the "Station Protection Period"), Envoy shall employ at least 134 Clerks in active service at LGA and at least 60 Clerks in active service at RDU (the "Station Protected Positions"). For purposes of satisfying the number of Station Protected Positions, any employee who holds one of the Station Protected Positions who subsequently takes a leave of absence will be considered as remaining in active service.
2. During the Station Protection Period, Clerks in Station Protected Positions (awarded solely by order of Occupational Seniority) will not be subject to an involuntary furlough unless: (i) under an applicable ground handling agreement between Envoy and American Airlines (the



"Ground Handling Agreement"), American exercises its right to terminate the applicable Ground Handling Agreement as to either LGA or RDU, or to otherwise terminate Envoy's ground handling services at LGA or RDU, respectively, due to unsatisfactory performance, or (ii) the Company's noncompliance is caused in substantial part by conditions beyond the Company's control. Conditions beyond the Company's control shall include, but not be limited to: (1) an act of God; (2) a strike by any other Company employee group; (3) a national emergency; (4) involuntary revocation of the Company's operating certificate(s); (5) grounding of a substantial number of the Company's aircraft; (6) a reduction in the Company's operation resulting from a decrease in available fuel supply caused by either governmental action or by commercial suppliers being unable to meet the Company's demands; and (7) the unavailability of aircraft scheduled for delivery. For the avoidance of doubt, Clerks whose Occupational Seniority is insufficient to hold a Station Protected Position may be furloughed in accordance with the terms of the Amended CBA;

3. The Company may utilize third-party vendors to ground handle up to 140 Envoy-operated flights into or out of BOS per week;
4. The Union hereby withdraws Grievance Number AE-128-18/LR-DR 1-1-24-18 with prejudice; and
5. This LOA supersedes and replaces the February 11, 2019 Letter of Agreement between the Parties regarding flights operated by the Company into and out of BOS (the "2019 LOA"). As of the effective date of this LOA, the 2019 LOA is terminated and no longer in effect.

THIS LETTER OF AGREEMENT will become effective on October 19th, 2021.

FOR THE UNION
Transport Workers Union of America

Gary Peterson
International Vice-President,
Transport Workers Union of America

FOR THE COMPANY
Envoy Air Inc.

Chris Pappaioanou
Vice-President-Legal
Envoy Air Inc



**Letter M: Vacation Bidding/Change of Shifts Off
(VC with CSO)**

October 29, 2010

Mr. Jose Galarza
American Eagle System Coordinator
Transport Workers Union of America
1791 Hurstview Drive
Hurst, TX 76054

RE: Vacation Bidding / Change of Shifts Off (VC with CSO)

This letter will confirm our discussions pursuant to Vacation Bidding guidelines/procedures that may be established at TWU Field Service locations that desire this option to be included in their vacation bidding procedures beginning with the current year vacation bid for available vacation in 2011.

Employees have the option to bid their entire accrued vacation during the vacation bidding process, or they can exercise their preference to leave a week (or weeks) block open, after the results of the vacation bids have been awarded, for use as the CSO/VC pay option.

The following items must be included in the guidelines/procedure established at each location prior to initiating the vacation bidding process:

- Employee must bid at least one week during the bidding process if they are going to leave weeks open to utilize the CSO/VC pay option at a later time.
- Employees that elect to leave week(s) open may request to apply the CSO with Vacation for day(s) or week(s) increments throughout the year.
- Employees will follow the CS Policy when requesting CSO with vacation pay. Requests must be submitted to the payroll administrator prior to the date and shift start time of the shift the employee intends to CSO or as noted in their local procedures.



- Each location will determine the specific methods of how to request CSO with VC pay and provide in writing the guidelines and expectations of such.
- Employees who fail to use their vacation hours that were left open for purposes of applying the CSO with Vacation policy, will forfeit the remaining available hours/days unless requested by the Company in writing to forgo his/her vacation.

The CSO/VC hours will not be considered a part of the 50% outlined in the Field Service – System CS Policy. Suspension of the CS Privileges will not affect an employee's ability to request the CSO/VC privileges. Violation of the CSO/VC privilege could result in suspension of CS privileges.

If the above accurately reflects your understanding of our agreement, please signify by signing below.

Sincerely,

Agreed:

Joan Stevens
Counsel
Employee Relations

Jose Galarza
International Representative
American Eagle System Coordinator
Transport Workers Union