

LETTER OF AGREEMENT
between
ENVOY AIR INC.,
and the
FLIGHT ATTENDANTS
in the service of
ENVOY AIR INC.,
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO

FMLA ACCRUAL CREDIT DURING COVID PANDEMIC

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between ENVOY AIR INC. (“the Company”) and the Flight Attendants in the service of ENVOY AIR INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO (“the Association”), with both the Company and Association referred to as “the Parties.”

WHEREAS, the COVID-19 pandemic has dramatically impacted the airline industry, resulting in reduced demand for air travel which has greatly reduced the Company’s flight schedule and resulted in cancellations of awarded pairings; and

WHEREAS, those Flight Attendants at the Company who met the hours of service requirements for Family Medical Leave Act (FMLA) qualification anytime between December 1, 2019 and February 29, 2020 may have received insufficient credit to maintain FMLA qualification for calendar year 2021;

NOW THEREFORE, the parties agree to the following:

A. Credit Hours Toward FMLA Hours of Service Qualification

1. On a monthly basis, Flight Attendants who qualified for FMLA anytime between December 1, 2019 and February 29, 2020 and who have remained on active, non-reserve status or been on a Company Subsidized Leave of Absence (CSLOA), or COVID-related Voluntary Personal Leave of Absence (VPLOA) will receive the “FMLA credit” described in A.2.-3. below toward the five hundred four (504) hours in a rolling twelve (12) month period needed to qualify for FMLA. The term of the additional monthly “FMLA credit” toward FMLA hours of service qualification will be from March 1, 2020 through May 1, 2021, unless otherwise extended by the parities.
2. Flight Attendants on Active Status
Each month a Flight Attendant is on lineholder status, she or he will be credited with the greater of seventy-five (75) hours of “FMLA credit”, or the amount of credit that when added to actual duty hours worked or hours paid (whichever is greater) for a given month totals 75

(unless such flight attendant exceeds 75 hours of duty credit in which case the Flight Attendant receives full credit for such hours worked or paid and will be granted no “FMLA credit”). This “FMLA credit” will be retroactive to March 1, 2020 and will be granted solely for purposes of qualifying for FMLA.

3. Flight Attendants on CSLOA or VPLOA

Each month a Flight Attendant is on a CSLOA or VPLOA, she or he will be credited with seventy-five (75) hours of “FMLA credit” solely for purposes of qualifying for FMLA. This credit will be retroactive to March 1, 2020. The FMLA credit will be combined with any duty time or qualifying paid time accrued by such Flight Attendant for periods of active service in his or her rolling 12 month FMLA qualification period.

B. The Company will determine a Flight Attendant’s qualifying credit toward FMLA hours of service eligibility by recalculating her or his total qualifying hours of service using the above provisions for “FMLA credit.”

Example:

Flight Attendant Deb Sutor has the following work history and her eligibility for FMLA will be recalculated in accordance with the provisions above.

MONTH	Actual FMLA Hours of Service	Credit toward FMLA Hours of Service		MONTH	Actual FMLA Hours of Se	Credited toward FMLA Hours of Service
SEP 2019	67 flight hrs 89 credit hrs	67		MAR 2020	32 flight hrs 75 credit hrs	32
OCT 2019	78 flight hrs 107 credit hrs	78		APR 2020	VPLOA - 0	75
NOV 2019	66 flight hrs 98 credit hrs	66		MAY 2020	CSLOA - 0	75
DEC 2019	52 flight hrs 78 credit hrs	52		JUN 2020	CSLOA - 0	75
JAN 2020	71 flight hrs 87 credit hrs	71		JUL 2020	CSLOA - 0	75
FEB 2020	41 flight hrs 75 credit hrs	41		AUG 2020	CSLOA - 0	75
TOTAL Qualifying FMLA hours of service toward 504 hour FMLA minimum in 12-mo look-back <i>without</i> “FMLA Credit”:						407
TOTAL Qualifying FMLA hours of service toward 504 hour FMLA minimum in 12-mo look-back <i>with</i> “FMLA Credit”:						782

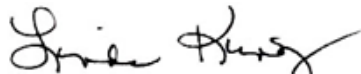
C. This letter of agreement shall be effective on November 1, 2020 and shall apply to FMLA leaves of absence on or after its effective date. However, any Flight Attendant denied FMLA since February 29, 2020 and prior to November 1, 2020 who would have qualified for FMLA under the provisions of this LOA may have her or his FMLA claim reviewed for acceptance by the Company. Such Flight Attendant would have had to have applied for FMLA at the time of the absence and must submit a claim to the Association by November 30, 2020.

The parties have signed this Letter of Agreement on this 3rd day of November 2020.


For The Association

For The Company

Sara Nelson
International President



Linda Kunz - VP, Flight Service



Robert Barrow
MEC President



Paula Mastrangelo
Sr. Staff Negotiator