

SETTLEMENT AGREEMENT

Between

ENVOY AIR INC.,

And the

ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO

AFA Grievance #22-99-02-23-21

AFA Grievance #22-99-02-09-20

AFA Grievance #22-99-02-04-14

AFA Grievance #22-99-02-47-19

AFA Grievance #22-99-02-28-17

In full and final settlement of the above-referenced grievances, the parties agree to the following:

- A. The Parties agree that the Company may modify the minimum connection times (“turn time”) in airports where there is an operational need. These turn times will be posted in the domicile’s monthly pairing packet. Such turn times will not exceed sixty (60) minutes for domestic operations and ninety (90) for international operations. Should the Company need to increase these minimum turn times in the future, it will meet and confer with the Association before increasing these minimums.
- B. Section 8.G.3., will be modified to include the following language:
All requests of open time will be awarded consistent with the “turn time” parameters established for each domicile and bid period, as stated in the pairing packet, applicable to the particular domicile in which the pairing originates.
- C. Section 4.F shall be replaced in its entirety with the following:
1. *A Flight Attendant who bids for and is awarded Open Time (OT) will receive pay above guarantee for such flying at a rate of 150% of her/his flight hourly rate unless the Flight Attendant has incurred drops from her/his bid line bringing her/him under guarantee. After such Flight Attendant has picked up sufficient “make-up” flying to restore her/his guarantee, any such additional flying awarded as Open Time shall receive the premium described above. This provision applies only to trips added with the code “OT” which are not traded with other Flight Attendants nor are trip trades with open time.*
 2. *For lines built below minimum guarantee, the OT premium will only apply for such flying in excess of 75 hours.*

3. *A Reserve Flight Attendant may bid for and fly open time. Such Reserve Flight Attendant will receive pay and credit above guarantee, including the 50% premium as outlined in F.1. above, after making up any reductions to guarantee.*

D. In addition, 8.J.4 shall be modified to state:

If a Flight Attendant holding a bidline projected under the guarantee trades a pairing with open time for a pairing of greater value, the additional amount of scheduled time picked up will be paid above the minimum monthly guarantee at 100% of their hourly rate of pay.

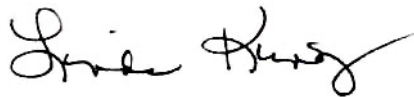
E. The provisions in Paragraphs B. and C. above shall become effective by no later than March 31, 2023.

F. In full and final settlement of Grievance 22-99-02-09-20, the Company agrees to compensate the affected flight attendants on the list provided by the Association with 2 hours' pay, provided they are employed by the Company on the date of execution of this agreement. See appendix for list.

Upon Execution of this agreement, the Association agrees to withdraw the grievances cited above.

ACCEPTED AND AGREED TO THIS 21st day of October 2022:

For Envoy Air, Inc.:



Linda Kunz, VP – Flight Service

**For the Association of
Flight Attendants-CWA:**



Dermal Flores, MEC President



Robert Barrow, MEC Grievance Chair



Peter Swanson, Senior Staff Attorney

Examples of the 150% OT premium included with this Settlement:

Example #1

75:00 (Original Bid Line Projection – pays 75:00)
+10:00 (Open Time Picked up by Flight Attendant)

Pay = 90:00 (75:00 guarantee + 10:00 above guarantee as open time + 5:00 as premium)

Example #2

65:00 (Original Minimum Credit Bid Line – pays 75:00)
+20:00 (Open Time Picked up by Flight Attendant)

Pay = 100:00 (75:00 guarantee + 20:00 above guarantee as open time + 5:00 as premium)

Example #3

75:00 (Original Bid Line Projection – pays 75:00)
-10:00 (Time Voluntarily Dropped by Flight Attendant)
+20:00 (Open Time Picked up by Flight Attendant)

Pay = 90:00 (65:00 adjusted line + 20:00 open time trip (10:00 of which is make up to restore guarantee and 10:00 above guarantee as open time) + 5:00 as premium)

Example #4

75:00 (Original Reserve Guarantee – pays 75:00)
+15:00 (Open Time Picked up by Reserve Flight Attendant)

Pay = 97:30 (75:00 guarantee + 15:00 above guarantee as open time + 7:30 as premium)

Example #5

75:00 (Original Reserve Guarantee – pays 75:00)
- 7:30 (Value of 2 Reserve Day's Voluntarily Dropped by Reserve Flight Attendant)
+20:00 (Open Time Picked up by Reserve Flight Attendant)

Pay = 93:45 (75:00 guarantee – 7:30 drop = 67:30 hours. Plus 20:00 open time trip (The first 7:30 of the trip restores the guarantee + the remaining 12:30 above guarantee as open time). + 6:15 as premium.)