

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

Company Subsidized Leave of Absence (CSLOA)

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.”

The below voluntary Company Subsidized Leave of Absence (the “CSLOA”) are not being provided generally going forward, but have been agreed to by Envoy and the Association on a one-time basis to address the impact of the COVID-19 pandemic. The Parties agree the below CSLOA program is not comparable and are in addition to any existing leaves provided pursuant to the Collective Bargaining Agreement (the “CBA”) or any other leave currently provided by the Company. Moreover, the time period to apply for any of the below CSLOA shall be limited as provided below.

The Parties agree that the Company will offer Flight Attendants voluntary CSLOAs in accordance with this Letter.

1. The Company in its sole discretion shall determine the number of Flight Attendants that it will offer CSLOA by domicile.
2. The Company will make available to active Flight Attendants which are defined as Flight Attendants on payroll, receiving pay from the company (including paid sick and vacation) or on a voluntary personal leave of absence (VPLOA), Leaves of Absence that will include 19 hours monthly pay at the Flight Attendant’s rate of pay.
 - a. Any Flight Attendant awarded a CSLOA will continue to accrue all forms of seniority, including Company, Occupational, and Classification, for the duration of the leave. Flight Attendants on probation at the time of going on a CSLOA will return from leave in probationary status until that

individual's total tenure in the Flight Attendant position minus the time out on CSLOA satisfied the probationary period set forth in the CBA.

- b. Flight Attendants awarded a CSLOA shall continue to accrue sick and vacation while on such leave, as if they were on active payroll status.
 - c. Any Flight Attendant awarded a CSLOA will be eligible to continue to participate in all Company provided benefits at the same contribution rate as if she/he were awarded a full-time schedule. Flight Attendants on a CSLOA shall remain responsible for the employee's portion of the premium for any such benefits (i.e., health, dental, vision, supplemental life or short/long term disability, etc.).
 - d. Monthly compensation described above shall be issued in conjunction with the Company's routine payroll run, unless the Company, at its discretion notifies individuals' on CSLOA of alternate payment dates provided that the Company issues at least one payment monthly during the duration of a CSLOA leave.
 - e. Flight Attendants with existing vacation block(s) who are awarded a CSLOA which overlaps the scheduled vacation block(s) will have such block(s) removed and will be available to be rescheduled later in the same calendar year. If a Flight Attendant's CSLOA continues into the following year, then any vacation blocks during the current year shall be cancelled and will be paid out in April 2021. If a Flight Attendant is recalled from a CSLOA the Company will restore removed vacation block(s) to his or her future schedule upon the Flight Attendant's request, unless they have been requested to be paid out.
3. To the extent a Leave of Absence under this letter is offered to a Flight Attendant, it will be offered first to leaves of the longest duration as follows:
- a. Leaves of 12 months shall be awarded in seniority order, by domicile;
 - b. If leaves remain available, then leaves of 9 months will be awarded in seniority order, by domicile;
 - c. If leaves remain available, then leaves of 6 months will be awarded in seniority order, by domicile;
 - d. If leaves remain available, then leaves of 3 months will be awarded in seniority order, by domicile.

4. The Company shall provide a window of time for Flight Attendants to bid for these leaves, and the Company reserves the right to offer additional CSLOAs during the lifetime of this Letter of Agreement.
5. Flight Attendants on CSLOA will continue to receive travel benefits in accordance with Company policy as an active employee.
6. The Company, at its option, may reduce or terminate the duration of leave awarded under this CSLOA upon 30 days notification (sent via email) with a copy to the Union containing the names of all affected Flight Attendants. In the event this CSLOA is canceled and Flight Attendants are recalled from leave, the Company shall first solicit volunteers in seniority order by domicile, in the reverse order of groupings described in Section 3 (d to a). If an insufficient number of volunteers are received, Flight Attendants will be recalled from leave in inverse order of seniority in status in the reverse order of groupings described in Section 3 (d to a).
7. Flight Attendants on CSLOA will remain enrolled in current benefit plans and shall remain responsible for the employee's premium for any such benefits (i.e. health, dental, vision, supplemental life or short/long term disability, etc).
8. A Flight Attendant on a CSLOA will not have deductions made for the uniform while on a CSLOA. The uniform deduction in 12.I. will resume upon in the bid month following the CSLOA.
9. Flight Attendants shall not be prohibited from performing military duty or other employment of any type while on a CSLOA, and all reemployment rights under Uniformed Services Employment and Reemployment Act of 1994 shall apply while Flight Attendants are on a CSLOA.
10. Only Flight Attendants on a VPLOA or on active payroll at the time a CSLOA is awarded shall be eligible to bid for and be offered a CSLOA under this Letter of Agreement.
11. The Company shall not challenge any claim for unemployment benefits made by a Flight Attendant on a CSLOA.
12. While on CSLOA, Flight Attendants will receive credit towards the 2021 or 2022 benefits plans as if he or she had been employed as an active, full time employee (75 hours each month).
13. *The Company will provide Flight Attendants who are awarded a leave under this LOA Program a letter that states, in part, the following:*

"This confirms your participation in Envoy's CSLOA. Envoy implemented the LOA Program because of the unprecedented impact the COVID-19 pandemic has had on the

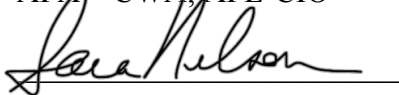
demand for air travel. This demand decrease has resulted in significant schedule reductions, which began in March and will continue into the summer. Your participation in this LOA Program will assist Envoy address significant financial challenges and potentially avoid more dramatic cost-savings measures. As such, for purposes of unemployment benefit eligibility, Envoy views your voluntary participation in the LOA Program because of the COVID-19 pandemic and the effect on the Company's business as constituting good cause connected with the work for taking temporary leave from Envoy.

For additional details of this unpaid leave of absence program, please see the information on the employee portal www.myenvoyair.com.

Thank you for playing a key part in Envoy's efforts during this challenging time."

The parties have signed this Letter of Agreement on this 31st day of March, 2020.

For The Association
AFA - CWA, AFL-CIO



Sara Nelson
International President

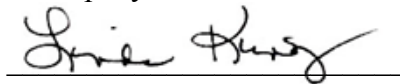


Robert Barrow
MEC President International President



Paula Mastrangelo
Sr. Staff Negotiator

For The
Company



Linda Kunz - VP, Flight Service