

SETTLEMENT AGREEMENT  
Between  
ENVOY AIR INC.  
And the  
FLIGHT ATTENDANTS OF ENVOY AIR INC.  
As represented by  
THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

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AFA Grievance # SBA 22-99-2-10-21  
MEC- Next Day Reserve Assignment  
("Reserve Tagging")

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This Settlement Agreement is entered into on this 15th day of November, 2024 (the "Effective Date") between the Association of Flight Attendants-CWA, AFL-CIO (the "Association") and Envoy Air Inc. (the "Company").

WHEREAS the Association filed Grievance # SBA 22-99-2-10-21 (the "Grievance") on April 23, 2021, concerning the Company's practice of assigning (or "tagging") reserve Flight Attendants already on a pairing scheduled to end the following day with an additional flying assignment beginning that following day;

WHEREAS, in 2023 and 2024, the Association filed several grievances on behalf of individual Flight Attendants concerning this practice; and

WHEREAS, the Company denies that its practice violate the parties' Collective Bargaining Agreement ("CBA") and further contends that the Grievance and/or the subsequent individual grievances were not filed within the time limits in the CBA; and

WHEREAS, to avoid the continued expense and uncertainty associated with the arbitration process, the parties desire to fully resolve all disputes between them involving the challenged practice and to clarify the procedures for next day reserve assignments pursuant to Sections 8.M, and Sections 9.C.3-4, as well as all related sections of the CBA.

NOW, THEREFORE be it resolved the parties do mutually agree as follows:

1. The Parties agree that the Company can only add additional reserve flying to a Flight Attendant already on a scheduled pairing after 12:00 PM CT the day prior to the scheduled completion of the reserve Flight Attendant's current pairing. As an example, the Company may only assign flying scheduled to depart on the 16th of the month to a reserve Flight Attendant on a pairing scheduled to end on the 16th after 12:00 PM CT on the 15th.
2. The Parties further agree that the Company may only add flying that begins on the following day to a reserve Flight Attendant already on a pairing scheduled to end that

following day if, as of 12:00 PM CT the day prior, the number of available reserve Flight Attendants at that domicile (after subtracting the number of trips and Airport Standbys that have to be assigned) has fallen below the lower of (a) seven percent (7%) of the total number of Flight Attendants at that domicile (as calculated in Section 10.N.1.a. of the CBA, rounded to the nearest whole number), as calculated at the beginning of the bid period, or (b) the current “drop to” number for that domicile.

EXAMPLE 1: ORD domicile, April bid period

- Total Flight Attendants (per Section 10.N.1.a.): 440
- 7% of Flight Attendants: 31
- “Drop to” number for ORD: 45
  
- N6DF for April 16 (as of 12:00 PM CT on April 15): 50 Flight Attendants
- Open assignments for April 16 (as of 12:00 PM CT on April 15): 20
  - 15 open trip pairings
  - 5 Airport Standby shifts
- Total available Flight Attendants for April 16 (as of 12:00 PM CT on April 15): 30 (50 Reserves – 15 Open Trips – 5 Airport Reserves)
  
- Because the 30 available reserves for April 16 after the open assignments are accounted for is less than 31 – the lower of 7% of the total number of Flight Attendants and the “drop to” number for ORD – the Company may, starting at 12:00 PM CT on April 15, add additional flying that begins on April 16 to inbound Flight Attendants whose pairings are scheduled to end on April 16.

EXAMPLE 2: ORD domicile, June bid period

- Total Flight Attendants (per Section 10.N.1.a.): 440
- 7% of Active Flight Attendants: 31
- “Drop to” number for ORD: 45
  
- N6DF for June 11 (as of 12:00 PM CT on June 10): 70 Flight Attendants
- Open assignments for June 11 (as of 12:00 PM CT on June 10): 18
  - 12 open trip pairings
  - 6 Airport Standby shifts
- Total available Flight Attendants for June 11 (as of 12:00 PM CT on June 11): 52 (70 Reserves – 12 Open Trips – 6 Airport Reserves)
  
- Because the 52 available reserves for June 11 after the open assignments are accounted for is more than 31 – the lower of 7% of the total number of Flight Attendants and the “drop to” number for ORD – the Company may not, on June 10, add additional flying that begins on June 11 to inbound Flight Attendants whose pairings are scheduled to end on June 11.


EXAMPLE 3: ORD domicile, September bid period

- Total Flight Attendants (per Section 10.N.1.a.): 440
  - 7% of Active Flight Attendants: 31
  - “Drop to” number for ORD: 25
  
  - N6DF for September 12 (as of 12:00 PM CT on September 11): 70 Flight Attendants
  - Open assignments for September 12 (as of 12:00 PM CT on September 11): 20
    - 13 open trip pairings
    - 7 Airport Standby shifts
  - Total available Flight Attendants for September 12 (as of 12:00 PM CT on September 10): 50 (70 Reserves – 13 Open Trips – 7 Airport Reserves)
  
  - Because the 50 available reserves for September 12 after the open assignments are accounted for is more than 25 – the lower of the “drop to” number and 7% of the total number of Flight Attendants – the Company may not, on September 11, add additional flying that begins on September 12 to inbound Flight Attendants whose pairings are scheduled to end on September 12.
3. In making next day assignments to reserve Flight Attendants who have expressed preferences for flying that day, other than those Flight Attendants already on a pairing scheduled to end the following day, the Company will follow the process set forth in Section 9.C.3. and 9.C.4. of the CBA.
4. To reflect the understandings herein, Section 8.M.1. of the CBA is revised to read as follows:
1. Time which is open for the next day's operation:
    - a. By 1400 CT, Crew Scheduling will print a list of available reserves for the following day in time balancing order (least accrued time to most accrued time), except the first day of the bid period when Flight Attendants will be placed on the list in seniority order. This list is currently known as the “N6DF” list. It is Crew Scheduling's equivalent to the Flight Attendant HI33 list. Except as provided in Section 8.M.1.b., below, the Crew Scheduler filling open time for the next day's operation will follow the order of the list (least accrued time to most accrued time) as nearly as possible to assign the open positions in time balancing order, and in accordance with Sections 9.C.3. and 9.C.4.
    - b. Notwithstanding Section 8.M.1.a., above, the Company may only assign flying beginning the following day to a reserve already on a pairing scheduled to end that day if, at 1200 CT the day before, the number of


5. By no later than the Effective Date, the Association shall withdraw the Grievance with prejudice, and shall also withdraw with prejudice the grievances listed on Exhibit A hereto. Neither the Association nor any individual Flight Attendant shall be entitled to any monetary relief or any other form of retroactive relief relating to or arising out of the Grievance, the other withdrawn grievances, or this Settlement Agreement.

  
Linda Kunz  
Vice President – Flight Service

11/15/24  
Date

  
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Dermaly Flores  
MEC President

11/15/2024  
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Date

 11/15/2024  
Robert Barrow Date  
MEC Grievance Chair

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