

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

AFA Grievance # 22-99-2-26-23
AFA Grievance # 22-99-2-28-21

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

- A. The parties agree that with the implementation of this settlement, the Company will properly apply Section 4.C and the Settlement Agreement (150% AFA Settlement), dated October 21, 2022. Specifically, the parties will:
1. Base Premium Pay off the 75-hour guarantee and the Company will stop utilizing the 96% Cancellation Credit calculation for purposes of determining hours eligible for Premium Pay.
 2. Incorporate any additional fixes that may be discovered through the audit outlined in paragraph C below. Additionally, the Company agrees to address any further issues AFA may discover throughout this audit period.
 3. Hours awarded as Open Time (“OT”) will be eligible for the OT premium as specified in the prior Settlement Agreement (150% AFA Settlement), dated October 21, 2022, and outlined in the below examples. These examples are not all inclusive. In some instances, multiple examples may apply to determine a Flight Attendant’s monthly pay.

Example #1

75:00 (Original Bid Line Projection - pays 75:00)
+10:00 (OT Picked up by Flight Attendant)
+ 5:00 as premium

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

Example #2

65:00 (Original Minimum Credit Bid Line - pays 75:00)
+ 20:00 (OT Picked up by Flight Attendant)
+ 5:00 as premium

Pay = 100:00 (75:00 guarantee + 20:00 above guarantee as OT (10 hours of OT used to bridge gap to 75 hours for premium pay eligibility) + 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 (OT Picked up by Flight Attendant)
+ 5:00 as premium

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

Example #4

75:00 (Original Reserve Guarantee - pays 75:00)
+15:00 (OT Picked up by Reserve Flight Attendant)
+ 7:30 as premium

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

Example #5

75:00 (Original Reserve Guarantee - pays 75:00)
- 7:30 (Value of 2 Reserve Days Voluntarily Dropped by Reserve Flight Attendant)
+20:00 (OT Picked up by Reserve Flight Attendant)
+ 6:15 as premium

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

Example #6

80:00 (Original Bid Line Projection - pays 80:00)
- 5:00 (Dropped from Bid-line)
+10:00 (OT Picked up by Flight Attendant)
+ 5:00 (50% premium from 10 hours OT)

Pay = 90:00 (80:00 Original Bid-Line - 5:00 drop = 75:00, which matches the guarantee +10:00 OT trip + 5:00 as premium)

Example #7

75:00 (Original Bid Line Projection - pays 75:00)
(5:00) (*Company Bid Line Protected Removal, such as SP/LB from Bid Line)
+10:00 (OT Picked up by Flight Attendant)
+ 5.00 (50% premium from 10:00 hours OT)

Pay = 90:00 (75:00 Original Bid Line (5:00 Company Bid Line Protected Removal does not reduce guarantee) + 10:00 OT + 5:00 as premium)

Example #8

75:00 (Original Bid Line Projection - pays 75:00)
+10:00 (OT picked up by Flight Attendant)
- 5:00 (*Company Paid Removals, such as SP/LB from OT)
+ 5:00 (50% premium from 10:00 hours OT)

Pay = 90:00 (75:00 Original Bid Line + 10:00 OT (5:00 OT Company Removal, no reduction on premium pay) + 5:00 as premium)

Example #9

75:00 (Original Bid Line Projection - pays 75:00)
(5:00) (*Bid Line Protected Removal - SK or Paid FMLA, etc.)
+10:00 (OT picked up by Flight Attendant)
+ 5:00 (50% premium from 10 hours OT)

Pay = 90:00 (75:00 Original Bid Line (5:00 *Bid Line Protected Removal - SK or Paid FMLA, etc.) + 10:00 OT + 5:00 as premium)

Example #10

75:00 (Original Bid Line Projection - pays 75:00)
+10:00(OT picked up by Flight Attendant)
- 5:00 (*Removed SK or Paid FMLA from OT)
+ 2:30 (50% premium from eligible 5:00 hours OT)

Pay = 87:30 (75:00 Original Bid Line + 10:00 OT + 5:00 SK or Paid FMLA + 2:30 (5:00 eligible for premium pay))

Example #11

75:00 (Original Bid-Line Projection – pays 75:00)
- 5:00 (*Removed US (Unpaid FMLA) from Bid Line)
+10:00 (OT picked up by Flight Attendant)
+ 2.30 (50% premium from eligible 5 hours OT)

Pay = 82:30 (75:00 Original Bid Line – 5:00 Bid Reduction + 10:00 OT + 2:30 (5:00 eligible for premium pay))

Example #12

75:00 (Original Bid-Line Projection – pay 75:00)
+10:00 (OT picked up by Flight Attendant)
- 5:00 (*Removed US or Unpaid FMLA from OT)
+ 2.30 (50% premium from eligible 5:00 hours OT)

Pay = 82:30 (75:00 Original Bid Line + 10:00 OT -5:00 Unpaid Removal from OT + 2:30 (5:00 eligible for premium pay))

Example #13

100:00 (Original Bid Line Projection)
-2:00 (due to schedule change, such as CXL/MISCNNT with no reassignment)
+10:00 (OT Picked up by Flight Attendant)
+ 5:00 as premium

Pay = 113.00 (98:00 credit (after schedule change, Flight Attendant above 75 hours) + 10:00 above guarantee as OT + 5:00 as premium)
Provided that the Flight Attendant had 98 hours of operational credit.

Example #14

100:00 (Original Bid Line Projection)
96:00 (96% of their 100:00 hour line)
-5:00 (due to schedule change, such as CXL/MISCNNT with no reassignment)
+10:00 (OT Picked up by Flight Attendant)
+ 5:00 as premium

Pay = 111.00 (96:00 guarantee (after schedule change, Flight Attendant above 75 hours) + 10:00 above guarantee as OT + 5:00 as premium)

* The above codes are not all inclusive

- B. Trips coded as OT are eligible for Premium Pay. If a trip that was awarded as OT is traded for another OT trip, then the trip maintains the OT coding and is eligible for Premium Pay. In the event the OT pairing traded into fails to reflect the OT code, Flight Attendants will send a message to their Pay Comp Auditor to have the OT coding corrected.
- C. The Company agrees to perform an audit of Flight Attendants who picked up OT and may have been eligible for Premium Pay in accordance with Grievance Settlement 22-99-02-23-21, which implemented on March 31, 2023. This audit will begin no later than 6 months following the initial implementation of Rainmaker, and the Company shall have 12 months to complete the audit. The Company will provide AFA updates. Flight Attendants found to be affected shall be made whole by no later than the second pay period following the completion of the audit, regardless of active status.
- D. In addition, the Parties agree that the method that the Company uses to notify Flight Attendants of delays and/or cancellations in accordance with Section 8.T.1 of the CBA is through the iPhone EFB.
 - 1. The Flight Attendant will access their schedule on the iPhone EFB by the following steps:
 - i. Access the Mobile CCI app.
 - ii. Go to Calendar and click on the date of the flight in question.
 - iii. Mobile CCI will display flight details that will be up to date.
 - iv. Additional information can be obtained through accessing HI3 mode, including accessing flight details in NS mode.
 - v. In case of a Mobile CCI outage, Mobile FOS may be used, as well as the AA app, or by accessing aa.com.

- vi. Flight Attendants wishing for a “push notification” concerning their flight information may subscribe to flight updates on the AA app, by selecting a flight under “Flight Status” and then, once a flight is selected, by then selecting “Get Flight Alerts”.

- 2. The parties recognize that this process does not constitute positive notification for schedule changes or any other purpose.

- E. In resolution of the above referenced cases, AFA will withdraw grievance # 22-99-2-26-23 and grievance # 22-99-2-28-21 once the terms of this settlement are fully executed.

The Parties agree that this Settlement shall become in effect on the date indicated below, and the Settlement shall remain in effect concurrent with the CBA.

ACCEPTED AND AGREED TO THIS 15th day of August 2024.

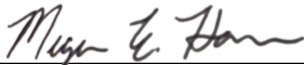
FOR THE ASSOCIATION OF FLIGHT
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