LETTER OF AGREEMENT #1
Miami Customer Assistance Representatives (CAR)

WHEREAS, the Company and Union wish to formalize certain work duties and compensation rates for Customer Assistance (CAR) employees in MIA, and to establish wage rates applicable to any expansion of CAR employees at other Locations;

WHEREAS, the Company acknowledges that the new classification of Customer Assistance Representative is included in the Class or Craft of Passenger Service Employees represented by the Union and certified by the NMB on November 25, 2015 (43 NMB No. 7) (the "Passenger Service Class or Craft").

NOW THEREFORE, the Parties agree that this letter shall confirm the following terms and conditions for CAR employees. Unless specifically stated otherwise, all terms and conditions applicable to other employees in the Passenger Service Class or Craft, and all terms and conditions of the Collective Bargaining Agreement (CBA), shall apply to employees in the new CAR classification.

1. New hires or existing employees who transfer to a CAR position from another position that will be covered by the CBA or from a position outside of the new bargaining unit shall be paid at the start rate of the CAR wage scale, regardless of Company or Occupational seniority.
2. The wage scale for the CAR position shall be set forth in Article 9 of the CBA.
3. The Company may elect to increase the CAR wage rates at any longevity step at any location in order to address location-specific recruiting and/or retention issues.
4. Employees who transfer to a CAR position or new employees who are hired by the Company into a CAR position shall be frozen in the position for a period of one (1) year. The Company may elect to waive or reduce the period of the freeze. If multiple waivers are granted at any given location, such waivers will be granted order of Occupational seniority.
5. The Company may defined duties of the CAR position provided such duties do not substantially overlap with the functions of Agents. The Parties agree that the CAR position is intended to support, not replace work performed by Agents.
6. Duties of the CAR position in MIA will consist of the following:
   - assisting boarding, deplaning, and transporting non-ambulatory or other special assist passengers;
   - assisting, boarding, deplaning and transporting unaccompanied minors;
   - assisting customers needing special assistance or in-station transportation;
   - other duties as may be assigned, including any duties currently being assigned to employees who performed CAR functions as part of their regular duties prior to the creation of the new CAR position.
7. The Company may cross-utilize Customer Service Agents, if qualified to perform CAR duties to protect the integrity of the operations (i.e., if there are no CAR employees available to offer or assign the work without causing a flight delay). Customer Service Agents who are utilized for this purpose shall be paid their applicable rate of pay.

8. A current employee who transfers to a CAR position with a vacation balance for the remainder of any given calendar year may bid any open CAR vacation slots. If insufficient slots are available, the Company will assign the vacation based on operational needs after receiving input from the transferring employee regarding vacation preferences.

9. As we have discussed in the negotiations for the Agent Collective Bargaining Agreement, the current wage scale for the Customer Assistant Representatives wheelchair positions reflects the limited gratuities received. While it remains against policy to solicit gratuities, Customer Assistant Representatives may accept unsolicited gratuities. In the event this current policy (in which Customer Assistant Representatives are prohibited from soliciting or encouraging gratuities from passengers but may accept unsolicited gratuity from a passenger having first attempted to graciously decline such offer) is amended to prohibit the acceptance of any gratuity, the Customer Assistant Representative wage scale will equal steps 0, 1, 2, 3 and 4 of the Other City wage scale for Customer Service Agents.

ACCEPTED AND AGREED FOR THE CWA:

Marge J. Krueger — 7-19-2019

Marge Krueger
Director of Passenger Service
Communications Workers of America

Date

ACCEPTED AND AGREED FOR ENVOY AIR INC.:

7-19-2019

Chris Pappaloanou
Vice President Legal | Labor | Employment
Envoy Air Inc.

Date

LETTER OF AGREEMENT #2
HEALTH AND SAFETY

WHEREAS, the Company and the Union wish to create a joint working group to communicate and address safety related matters;

NOW THEREFORE, the Parties agree as follows:

1. The Company, Union and employees agree to promote safe and sanitary conditions in all facilities.

2. The Company, Union and employees will cooperate towards prevention of work related accidents and injuries and the furtherance of Company safety policies and procedures.

3. The Company and Union will establish a Safety Committee so that the Parties may discuss relevant safety issues. The Safety Committee will endeavor to meet at least quarterly on mutually agreeable dates and locations.

4. An initial meeting of the Safety Committee shall occur within ninety (90) days of DOS of the Collective Bargaining Agreement.

ACCEPTED AND AGREED FOR THE CWA:

Marjorie G Krueger — 7-19-2019

Marjorie Krueger
Director of Passenger Service
Communications Workers of America

Date

ACCEPTED AND AGREED FOR ENVOY AIR INC.:

7-19-2019

Chris Pappaioanou
Vice President Legal | Labor | Employment
Envoy Air Inc.

Date

LETTER OF AGREEMENT #3
HYBRID TO ABOVE/BELOW WING STATION TRANSITION

WHEREAS, the Parties seek to establish a process to utilize in the event a station currently employing Agents in a hybrid setting seeks to separate job functions into assigned above and below wing job duties.

NOW THEREFORE, the Parties agree as follows:

1. In the event the Company seeks to transition the assignment of job duties from a hybrid basis to separate above and below wing job functions, the Company will notify the Union in writing of the intended effective date, as least 30 days in advance.
2. The Parties shall jointly identify any special circumstances that should be taken into consideration prior to the effective date as well as a timeline for Agents to bid their preferred position, based on occupational seniority.
3. The Parties recognize that individuals must be fully qualified in order to perform particular functions, and as a result, an Agent, despite his or her seniority, may be withheld from their preferred job function until such time as they are fully trained.
4. In the event an Agent must attend Company training which shall be expeditiously scheduled in order to be qualified to assume a vacancy in their preferred job function, that individual may be held in the function they are qualified to perform until such time as their training is complete.
5. The twelve (12) month bid position freeze does not begin until such time as an Agent is awarded his or her preferred position awarded in the separation bid (bid transitioning from hybrid to separate positions).
6. The Company will provide necessary uniform items needed to transition from the hybrid to the position specific uniform (if any). However at Company discretion, this provision shall not apply pending the roll out of the Land's End uniforms.
7. This letter of Agreement shall not apply to routine bids at a station that is already utilizing above/ below wing duty separation involving employees qualified to perform both above and below wing functions and have all necessary uniform pieces.

ACCEPTED AND AGREED FOR THE CWA:

Margie Krueger — 7-19-2019

Margé Krueger
Director of Passenger Service
Communications Workers of America

Date

ACCEPTED AND AGREED FOR ENVOY AIR INC.:

7-19-2019

Chris Pappaioanou
Vice President Legal | Labor | Employment
Envoy Air Inc.

Date

LETTER OF AGREEMENT #4
GROUND SECURITY COORDINATORS' CERTIFICATION

WHEREAS, the Company and the Union wish to provide for the ability of Employees to request to drop their Ground Security Coordinator certification, subject to the needs of the operation; and

WHEREAS, the Company and the Union agree that the needs of the operation may require that the number of requests could be subject to a limitation in order to protect the needs of the operation;

NOW THEREFORE, the Parties agree that this letter shall confirm the following terms and conditions for such requests and approvals.

All Level 1 Supervisors and Lead Agents will be qualified as Ground Security Coordinators ("GSC"). In addition to Level 1 Supervisors and Lead Agents, the Company may establish the necessary number of additional GSC qualified Agents. Where staffing permits, Agents may request to drop their GSC certification. Where feasible based on staffing, such requests will be honored, and to the extent fewer requests may be granted than received, the requests will be granted in seniority order (based on occupation seniority).

ACCEPTED AND AGREED FOR THE CWA:

Marjorie P Krueger — 7-19-2019

Marge Krueger
Director of Passenger Service
Communications Workers of America

Date

ACCEPTED AND AGREED FOR ENVOY AIR INC.:

7-19-2019

Chris Pappaioanou
Vice President Legal | Labor | Employment
Envoy Air Inc.

Date

LETTER OF AGREEMENT #5
ARBITRATION AND WAIVER OF CERTAIN CLAIMS

Letter of Agreement
between
ENVOY AIR INC.
and the
CUSTOMER SERVICE AGENTS
in the service of
ENVOY AIR INC.
as represented by
THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

Arbitration and Waiver of Certain Claims

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. ("Envoy" or "Company"), and the Customer Service Agents in the service of ENVOY AIR INC., as represented by the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereafter "CWA" or "Union") (Envoy and CWA each a "Party" to this Letter of Agreement, and collectively the "Parties" to this Letter of Agreement).

WHEREAS, the Parties have negotiated a Collective Bargaining Agreement covering the terms and conditions of employment for Envoy's Customer Service Agents, which is pending a membership ratification vote;

WHEREAS, as part of the bargaining process, the Parties have agreed that certain statutory claims that individual Agents might pursue shall be exclusively submitted to the System Board of Adjustment,

NOW THEREFORE, the Parties agree as follows:

1. Any controversy or claim (as described in this Paragraph 2 below) asserted by the Union and / or an employee covered by this Agreement shall be resolved solely by means of the Grievance and Arbitration procedures set forth in Article 30 of the Collective Bargaining Agreement between the Parties covering the Customer Service Agents at Envoy. To the extent the law prohibits this arbitration agreement or any potion thereof, then such controversy or claim will be decided in the appropriate forum in accordance with applicable law, except as otherwise provided below.
2. Controversies or claims subject to arbitration under this Article include all wage and hour (or related) claims under state law or local law or the federal Fair Labor Standards Act including but not limited to laws governing: wage or hour or labor standards which may include but are not limited to claims involving: meal periods, rest breaks, minimum wages, overtime wages, unpaid wages including working "off the clock", incorrect rates of pay, payment of last paycheck, wage statements, reimbursement of expenses (e.g., tools, uniforms, cell phone charges, mileage and subsistence, etc.), recordkeeping violations, travel time, vacation time, sick time, heat illness recovery, timely payment of wages, waiting time penalties, recordkeeping of personnel files, time records, manner of clocking in and out, and payroll records, suitable seating and other workplace environment claims.
3. Any controversy or claim as described in the Paragraph 2 shall be brought before the expiration of the statute of limitation applicable to such claim.
4. Any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

5. To the fullest extent permitted by law, any employee covered by this Agreement waives any right to bring, maintain or participate in any class, collective or representative proceeding, involving the controversy or claims described in this Paragraph 2, whether in arbitration, a court of law or otherwise.

6. "Employee" in this Letter of Agreement means all Envoy Customer Service Agents covered by this Agreement, and all former Customer Service Agents of the Company to the extent that such former employees were at any time covered by this Letter of Agreement.

7. The Arbitrator shall apply appropriate law in rendering decisions based upon local, state, federal, or wage and hour claims including all types of remedies under those laws. In a hearing regarding a wage and hour grievance, or other claim under state, local, or federal law, the Arbitrator may order any discovery deemed necessary to explore the disputed issues and address any discovery issues that may arise.

8. If Paragraph 7 is found to be unenforceable with respect to any particular claim, then that claim shall not proceed in arbitration but rather will be resolved in a court of competent jurisdiction. If that happens, however, Paragraph 7 will still be fully enforceable as to all other claims, which must be resolved in arbitration on an individual basis. Any arbitrable claims will be resolved before nonarbitrable claims, which will be stayed pending the arbitration of arbitrable claims. If any other provision of this Article is invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provision of Letter of Agreement will not be affected or impaired.

THIS LETTER OF AGREEMENT will become effective on July 19, 2019, and will remain in full force and effect concurrent with the Collective Bargaining Agreement once ratified, and shall remain in full force and effect during any negotiations or ratification process related to the renewal of the initial Collective Bargaining Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement this 19th day of July, 2019.

For the CWA

Marge Krueger
Director of Passenger Service

For Envoy Air Inc.

Chris Pappaioanou
Vice President Legal | Labor | Employment

LETTER OF AGREEMENT #6
NMB CERTIFICATION AND REPRESENTATION

Agreement

between

ENVOY AIR INC.

and

THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

THIS AGREEMENT is made and entered into by and between Envoy Air, Inc. (the "Company") and the Communications Workers of America, AFL-CIO (the "Union") (collectively, the "Parties").

WHEREAS, on May 12, 2015, the Union invoked the services of the National Mediation Board(the "NMB") to investigate and determine who may represent the "Passenger Service Employees (Includes Station Agents)" of the Company for purposes of the Railway Labor Act ("RLA") (Case No. R-7444);

WHEREAS, on September 17, 2015, the NMB Investigator issued a ruling;

WHEREAS, on November 10, 2015, the NMB overruled the Investigator's September 17, 2015 ruling in part and determined that Station Agents who are cross-utilized are also eligible (43 NMB No. 5);

WHEREAS, on November 25, 2015, the NMB certified that the Union "has been duly designated and authorized to represent for the purposes of the RLA, as amended, the craft or class of Passenger Service Employees, employees of Envoy Air, Inc., its successors and assigns" (43 NMB No. 7);

WHEREAS, the Parties desire to address in a manner consistent with the NMB's decision whether certain employees will remain in the craft or class of Passenger Service Employees certified by the NMB on November 25, 2015 (43 NMB No. 7) as a result of certain operational changes at the Company and as a result of the Company adding new stations;

THEREFORE, the Parties agree, consistent with the NMB's decision, as follows:

A. Station Agents and employees working at the Company as of the date of this Agreement in the classifications included in the Passenger Service Class or Craft shall remain in the craft or class of Passenger Service Employees represented by the Union and certified by the NMB on November 25, 2015 (43 NMB No. 7) (the "Passenger Service Class or Craft"). The Parties agree, however, that this is subject to change in accordance with the terms of this Agreement.

B. Station Agents and employees working at the Company in the Passenger Service Class or Craft who voted in the certification vote that resulted in the NMB certifying the Union on November 25, 2015, and who work in BNA, IAH and PIT shall remain in the Passenger Service Class or Craft, but as such Station Agents and employees at BNA, IAH and PIT

terminate employment or change positions, any new employees hired by the Company to fill those vacancies at BNA, IAH and PIT will not be included in the Passenger Service Class or Craft.

C. At any new stations added by the Company after the date of this Agreement, Station Agents and employees in the classifications included in the Passenger Service Class or Craft shall only be included in the Passenger Service Class or Craft if they either perform solely passenger service work (i.e., only above the wing work) or are "cross-utilized" as defined by the NMB in its November 10, 2015 decision (i.e., they perform both above the wing and below the wing work), but shall not be included if they either perform only below the wing work or perform below the wing work and Baggage Service Office work.

D. At existing stations as of the date of this Agreement, if the mix of passenger service work changes such that the only passenger service work performed is Baggage Service Office work, current CWA represented employees working at the Company as of the date of the change to only Baggage Service Office work will remain in the Passenger Service Class or Craft, but as they terminate from employment or change positions, any new employees hired by the Company to fill those vacancies at such stations will not be included in the Passenger Service Class or Craft.

E. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and there are no inducements, representations, warranties, or understandings that do not appear within its terms and conditions.

F. This Agreement may be modified only by the written agreement of the Parties.

G. This Agreement has been negotiated and drafted jointly by the Parties and therefore shall be interpreted without any strict construction in favor of or against any of the Parties.

H. Disputes Regarding Application/Interpretation

1. The Company and Union are currently negotiating a collective bargaining agreement governing the craft or class of Passenger Service Employees certified by the NMB. Any dispute that arises between the Parties regarding the interpretation and/or application of this Agreement after such collective bargaining agreement has been negotiated and ratified shall be subject to the grievance and arbitration provisions in that collective bargaining agreement.
2. To the extent a dispute arises between the Parties regarding the interpretation and/or application of this Agreement before a collective bargaining agreement has been negotiated and ratified, the Parties shall mutually agree on an arbitrator or in the absence of an agreement, shall request from the NMB a list of arbitrators with substantial experience under the RLA. The Parties shall complete their strike of the list within ten calendar days of the Parties' receipt of the list.
3. Arbitration hearings shall be held in proximity to the Dallas-Fort Worth airport, unless mutually agreed to otherwise by the Parties.

4. The Parties shall divide equally the costs of the arbitrator, hearing facilities, and any stenographic services.

5. The arbitrator shall deliver his or her opinion and award within 60 calendar days of the conclusion of the arbitration hearing.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement this 31st day of October, 2017.

FOR COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

Marjorie A. Krueger
Director of Passenger Service

Vice President Legal | Labor | Employment

LETTER OF AGREEMENT #7
VACATION AWARD ADJUSTMENT

Letter of Agreement
between
ENVOY AIR INC.
and the
CUSTOMER SERVICE AGENTS
in the service of
ENVOY AIR INC.
as represented by
THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

Vacation Award Adjustment

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. ("Envoy" or "Company"), and the Customer Service Agents in the service of ENVOY AIR INC., as represented by the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereafter "CWA" or "Union") (Envoy and CWA each a "Party" to this Letter of Agreement, and collectively the "Parties" to this Letter of Agreement).

WHEREAS, the Company and Union have negotiated a Collective Bargaining Agreement (hereafter "CBA") covering the terms and conditions of employment for Envoy's Customer Service Agents;

WHEREAS, as part of the CBA, the Parties have negotiated certain provisions related to vacation bidding and awards;

WHEREAS, the parties wish to establish a process for allowing Agents awarded vacation to make certain adjustments as set forth below;

NOW THEREFORE, the Parties agree as follows:

1. The Company at its discretion shall establish a window for Agents wishing to substitute his or her awarded vacation weeks with un-awarded weeks once each calendar quarter;

2. Agents will be notified in advance and the window for submitting requests identifying the week or weeks that he or she seeks to change from their current awarded vacation weeks and the week or weeks of un-awarded vacation time that they seek to have awarded;

3. The window for submitting trades will open for at least TEN (10) days;

4. At the conclusion of the substitution window, the Company will award trades in seniority order.

THIS LETTER OF AGREEMENT will become effective upon execution and the first vacation substitution bid will be conducted in the second calendar quarter of 2020. This letter will remain in full force and effect concurrent with the Collective Bargaining Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement this 24th day of January, 2020.

For the CWA

Director of Passenger

For Envoy Air Inc.

VP Legal

LETTER OF AGREEMENT #8
EXPANSION OF CAR CLASSIFICATION

Letter of Agreement
between
ENVOY AIR INC.
and the
CUSTOMER SERVICE AGENTS
in the service of
ENVOY AIR INC.
as represented by
THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

Expansion of Customer Assistance Representative Classification

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. ("Envoy" or "Company"), and the Customer Service Agents in the service of ENVOY AIR INC., as represented by the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereafter "CWA" or "Union") (Envoy and CWA each a "Party" to this Letter of Agreement, and collectively the "Parties" to this Letter of Agreement).

WHEREAS, the Company and Union have negotiated a Collective Bargaining Agreement (hereafter "CBA") covering the terms and conditions of employment for Envoy's Customer Service Agents;

WHEREAS, as part of the CBA, the Parties have negotiated certain provisions related to the position of Customer Assistance Representative (hereafter "CAR");

WHEREAS, the parties wish to expand the employee groups that will be part of the CAR classification;

NOW THEREFORE, the Parties agree as follows:

1. Except as otherwise noted below, the Company and CWA agree that individuals in the following locations and positions will be included into the CAR classification:

   a. MIA: Runners, Security (not GSC Agents), Cuba Team.

   b. ALL Locations (as applicable): Equipment Room.

   c. SAN: Cabin Appearance Agent.

   d. DSM: Cabin Appearance Agent.

   e. CLE: Cabin Appearance Agent.

2. For the Cabin Appearance Agents in SAN, DSM and CLE, the CAR pay scale shall apply to employees hired after the effective date of this Letter of Agreement, existing employees shall be paid under the existing Agent compensation scales.

3. Individuals employed in positions set forth in Paragraph 1 above who perform services as a Lead, and all Cuba Team employees performing work in Cuba, shall receive the Lead Premium set forth in the CBA when serving in such Lead capacity.

4. Agents employed in positions at Hub Administration (including office admin, planners, auditors, trainers and similar positions) shall be compensated on the Agent pay scale, and may, depending on work performed, receive a Lead Premium.

5. Vacancies for positions described in Paragraph 4 above shall be filled exclusively through an interview process conducted by management.

6. Individuals covered under this Letter of Agreement who are currently earning a rate above the applicable rate based upon his or her longevity will be treated in the same manner as Agents in the same position and shall also be eligible for the 3% annual lump sum payment as set forth in the CBA (same eligibility as Agents).

7. Individuals covered under this Letter of Agreement on its effective date shall be eligible to receive the Retention Bonus payment in the same manner and amount as Agents at such time as that bonus is calculated and paid.

8. The Company will endeavor to transition employees onto the correct compensation scale effective SIXTY (60) days from the effective date of this letter of agreement. In the event programming is not complete, the parties will meet to discuss any affected employees.

THIS LETTER OF AGREEMENT will become effective on January 30, 2020, and will remain in full force and effect concurrent with the Collective Bargaining Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement this 30___ day of January 2020.

For the CWA

Marjorie J Krueger, CWA

For Envoy Air Inc.

LETTER OF AGREEMENT #9
LAX CUSTOMER SERVICE AGENTS

Letter of Agreement
between
ENVOY AIR INC.
and the
CUSTOMER SERVICE AGENTS
in the service of
ENVOY AIR INC.
as represented by
THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

First Amendment to the Letter of Agreement Dated January 30, 2020
LAX Customer Service Agents

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. ("Envoy" or "Company"), and the Customer Service Agents in the service of ENVOY AIR INC., as represented by the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereafter "CWA" or "Union") (Envoy and CWA each a "Party" to this Letter of Agreement, and collectively the "Parties" to this Letter of Agreement).

WHEREAS, the Company and Union have negotiated a Collective Bargaining Agreement (hereafter "CBA") covering the terms and conditions of employment for Envoy's Customer Service Agents;

WHEREAS, as part of the CBA, the Parties have negotiated certain provisions related to the position of Customer Assistance Representative (hereafter "CAR");

WHEREAS, the parties wish to amend the Expansion of Customer Assistance Representative Classification Letter of Agreement dated January 30, 2020 (hereafter the "CAR LOA").

NOW THEREFORE, the Parties agree as follows:

1. Except as specifically set forth herein, the terms and conditions set forth in the CAR LOA remain in full force and effect.

2. The following provision is added to Paragraph 1.f of the CAR LOA:

   Company and CWA agree that individuals in the following locations and positions will be included into the CAR classification:

   a. LAX: Wheelchair.

3. Individuals employed in positions set forth in Paragraph 1 above who perform services as a Lead, shall receive the Lead Premium set forth in the CBA when serving in such Lead capacity.

THIS LETTER OF AGREEMENT will become effective on May 29, 2020, and will remain in full force and effect concurrent with the Collective Bargaining Agreement. Compensation changes associated with this Letter of Agreement shall become effective no later than _____, 2020

IN WITNESS WHEREOF, the Parties have signed this Agreement this 29 day of May 2020.

For the CWA

Marjorie G Krueger

For Envoy Air Inc.

LETTER OF AGREEMENT #10
SEASONAL STATIONS SPECIAL PROVISIONS

Letter of Agreement
between
ENVOY AIR INC.
and the
CUSTOMER SERVICE AGENTS
in the service of
ENVOY AIR INC.
as represented by
THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

Seasonal Stations Special Provisions

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. ("Envoy" or "Company"), and the Customer Service Agents in the service of ENVOY AIR INC., as represented by the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereafter "CWA" or "Union") (Envoy and CWA each a "Party" to this Letter of Agreement, and collectively the "Parties" to this Letter of Agreement).

WHEREAS, the Company and Union have negotiated a Collective Bargaining Agreement (hereafter "CBA") covering the terms and conditions of employment for Envoy's Customer Service Agents; and

WHEREAS, the Parties wish to clarify their intent during negotiations regarding the application of Article 23 (Reduction in Force/Furlough) to employees hired at seasonal stations.

NOW THEREFORE, the Parties agree as follows:

1. Article 23.E of the CBA provides for certain lump sum retention allowance payments, based on seniority, in order to retain employees until their furlough date. In addition, Article 23 refers to other furlough-related provisions.
2. The Article 23.E. retention allowance payments were not intended to be provided to employees temporarily hired at seasonal stations, nor were the other furlough provisions in Article 23 intended to apply to such employees. Therefore, the provisions of Article 23 shall not apply to such employees.
3. Notwithstanding Sections 1 and 2 above, employees temporarily hired at seasonal stations shall be entitled to the following:
    a. At the conclusion of each seasonal operation at a seasonal location, employees hired for the seasonal operation will be offered an Overage Leave of Absence ("OLA") in accordance with Company policy. The current OLA policy is set forth in the Envoy Air Inc. employee portal and is subject to review and modification in the future. For the purposes of eligibility for unemployment compensation at the conclusion of the seasonal operation, the Company agrees that it will not challenge

any claim filed for unemployment compensation by an employee released at the conclusion of the seasonal operation (with the exception of a release for just cause unrelated to the seasonal nature of the position). Upon request, the Company will provide written documentation to the inquiring authorized agency to verify that the employee's seasonal position has ended due to lack of work. The corporate staff responsible for confirming the reason for leaving will indicate the foregoing detail, and local management will also advise any affected seasonal employees who are released from a seasonal position to report their reason for release as being due to lack of work.

b. At each seasonal location, the Company shall designate Revenue Premium Days ("RPDs") in accordance with Article 9.N. (Compensation), except that the number of RPDs provided shall be prorated (rounded to the nearest whole number) based on the number of months of the seasonal operation instead of the full twelve (12) month RPD allotment. For example, if the seasonal operation duration is five (5) months, three (3) RPDs shall be provided to the seasonal employees. *(5/12 times 8 RPDs = 3.33 RPDs)*

THIS LETTER OF AGREEMENT will become effective on date of signing and will remain in full force and effect concurrent with the CBA.

IN WITNESS WHEREOF, the Parties have signed this Agreement this 12 day of 5 2021.

For the CWA

Marge Krueger
Director of Airline Passenger Service
Communications Workers of America

For Envoy Air Inc.

Chris Pappaioanou
Vice President, Legal/Labor Relations

Letter of Agreement #11
ORD LWO and Biometric Timeclocks

Agreement
between
ENVOY AIR INC.
and the
CUSTOMER SERVICE AGENTS
in the service of
ENVOY AIR INC.
as represented by
THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

ORD LWO & Biometric Timeclock LOA

THIS LETTER OF AGREEMENT (the "Agreement") is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between ENVOY AIR INC. ("Envoy" or "Company"), and the Customer Service Agents in the service of ENVOY AIR INC., as represented by the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO ("CWA" or "Union") (Envoy and CWA each a "Party" to this Agreement, and collectively the "Parties" to this Agreement).

WHEREAS, the Parties have negotiated and ratified a Collective Bargaining Agreement dated August 15, 2019 covering the terms and conditions of employment for Envoy's Customer Service Agents;

WHEREAS, the City of Chicago has enacted a minimum wage ordinance that applies to contractors at ORD *see* SO2021-2058 (the "ORD LWO") that covers certain employees working in and around the ORD airport;

WHEREAS, employees of Air Carriers are not included in the scope of the LWO, and as a result, the Company is not obligated to compensate its employees in accordance with the terms of the LWO;

WHEREAS, in order to remain competitive in its hiring, Envoy is willing to increase wages for all Agents and CARs at ORD (including new hires and existing employees) to the DOS+2 CBA Step 10 ($17.17) on the compensation scale as set forth below;

WHEREAS, in addition to addressing the LWO, the parties wish to further clarify the authorization and use of biometric information of employees;

WHEREAS, on July 19, 2019, the Parties entered into a Letter of Agreement, titled "Arbitration and Waiver of Certain Claims," that requires any claims brought by individual Agents involving the "manner of clocking in and out"—including any such claims related to Envoy's handprint and fingerscan timeclocks—be submitted to arbitration on an individual basis;

WHEREAS, the Parties wish to confirm, for the avoidance of doubt, that any claims by individual Agents under federal, state, or local law related to Envoy's handprint or fingerscan timeclocks shall be exclusively submitted to the System Board of Adjustment;

WHEREAS, the Parties also seek to expand the July 19, 2019 Letter of Agreement to address Envoy's use of biometrics in the workplace generally as to Agents and to require the arbitration of any Agent's federal, state, or local law claims relating to any Biometric Claims arising from Envoy's use of or reliance on biometrics in the workplace as to Agents, including those unrelated to Envoy's handprint or fingerscan timeclocks, and to settle any such statutory claims that have already accrued by any such individual Agents at the time of the signing of this Agreement,

NOW THEREFORE, the Parties agree as follows:

The ORD LWO

1. The ORD LWO is scheduled to increase to $17.00 effective July 1, 2022, for covered employees;

2. As an air carrier, the Company is not legally obligated to compensate Agents under the ORD LWO;

3. In order to ensure a sufficient pool of applicants, and to recognize the efforts of Agents on behalf of the Company, and in recognition for the additional consideration set forth in this Letter, Envoy agrees to increase wages for all Agents and CARs at ORD (including new hires and existing employees) to the DOS+2 CBA Step 10 ($17.17) effective April 15, 2022;

Biometric Information

4. Envoy Customer Service Agents, and former Customer Service Agents covered by the Collective Bargaining Agreement have utilized hand scanners and fingerprint scanners to clock in and out of shifts. To avoid any doubt regarding the use of this technology, and to ensure that any disputes regarding such use are submitted to the System Board of Adjustment, the parties agree as follows:

   A. In consideration for the promises set forth in this Agreement, including the consideration described in Paragraphs 3 and 11, the Union and all Agents, authorize and agree that Envoy may use biometrics in the workplace, and release and discharge Envoy, along with its current and former affiliate corporations (including but not limited to American Airlines, Inc.), and its and their officers, directors, agents, employees, insurers, attorneys, and predecessors and successors from all Biometric Claims that have accrued as of the effective date of this Agreement. To the extent the law prohibits the waiver or release of Biometric Claims, then any such Biometric Claims shall be resolved through the Envoy System Board of Adjustment, as described in Paragraph 5.

   B. "Biometric Claims" in this Agreement shall mean any and all controversies or claims under federal law, state law or local law arising out of or relating to Envoy's storage, collection, capture, purchase, sale, disclosure, or other handling of biometric identifiers or biometric information, including by way of example, a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, or any information based such identifiers, including by way of example, those arising under the Illinois Biometric Information Privacy Act, 740 Ill. Comp. Stat. 14/1, *et seq.*

5. Any Biometric Claims that are not released and discharged by this Agreement or that accrue after the date this Agreement is executed by the Parties and that are asserted by the Union and / or an Agent covered by the Collective Bargaining Agreement shall be resolved solely by means of the Grievance and Arbitration procedures set forth in Article 30 of the Collective Bargaining Agreement between the Parties covering the Customer Service Agents at Envoy.

6. Any Biometric Claim shall be brought according to the Grievance and Arbitration procedures set forth in Article 30 of the Collective Bargaining Agreement before the expiration of the statute of limitation applicable to such claim.

7. Any award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

8. To the fullest extent permitted by law, any Agent covered by this Agreement waives any right to bring, maintain or participate in any class, collective or representative proceeding, involving Biometric Claims, whether in arbitration, a court of law or otherwise.

9. The Arbitrator shall apply appropriate law in rendering decisions based upon federal, state and local law including all types of remedies under those laws. In hearing Biometric Claims, the Arbitrator may order discovery limited to that deemed necessary to explore the disputed issues and address any discovery issues that may arise.

10. If any provision of this Agreement is invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

11. In consideration for entering into this Agreement, all full time Agents with zero to ten years of seniority shall receive an additional 8 hours, all part time Agents with zero to ten years of seniority shall receive an additional 4 hours, all full time Agents with ten or more years of seniority shall receive an additional 16 hours, and all part time Agents with ten or more years of seniority shall receive an additional 8 hours of vacation deposited into their 2022 vacation bank, to be used in accordance with the terms of the Collective Bargaining Agreement.

THIS AGREEMENT will become effective on February 25, 2022, and will remain in full force and effect concurrent with the Collective Bargaining Agreement, and shall remain in full force and effect during any negotiations or ratification process related to the renewal of the Collective Bargaining Agreement or during the negotiation of a new Collective Bargaining Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement this 25th day of February, 2022. For the CWA

Marge Krueger
Director of Passenger Service

For Envoy Air Inc.

Chris Pappalexandrou
VP- Legal | Labor | Employment