envoy



AGREEMENT

Between

ENVOY AIR INC.

and

THE COMMUNICATION WORKERS OF AMERICA

covering

Customer Service Agents, Expediters, Operations/Planning Agents, Bus Drivers and Customer Assistance Representatives

of

ENVOY AIR INC.

Effective August 15, 2019 though February 14, 2026

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Article 01:
PREAMBLE

The purpose of this Agreement is in the mutual interest of Envoy Air Inc. (referred to herein as the "Company"), the Communication Workers of America (referred to herein as the "Union) (collectively referred together herein as the "Parties") and the employees to provide for operation of the services of the Company under methods which will provide to the fullest extent possible, the safety of the employees, safety of air transportation, the efficiency of operation, and the continuation of employment under conditions of reasonable hours, proper compensation and working conditions. It is recognized by this Agreement to be the duty of the Company, of the employees and the Union to cooperate fully for the attainment of these purposes. To further these purposes, the Company may request a meeting with the Union or an International Representative of the Union may request a conference with the Company's Labor Relations Department at any time to discuss and deal with any general condition that may arise under the application of this Agreement.

Article 02:
SCOPE

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 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"). 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 or those who transfer to fill those vacancies at BNA, IAH and PIT will not be included in the Passenger Service Class or Craft.

Article 03:
RECOGNITION AND SUCCESSORSHIP

A. In accordance with Certification Number R-7444 made by the National Mediation Board dated November 25, 2015, the Company recognizes the Communication Workers of America, AFL-CIO (the "CWA"), as the certified bargaining representative of the Passenger Service Employees employed by Envoy Air Inc. (hereafter referred to as the "Company" or "Envoy"), its successors or assigns in accordance with Section 2, Ninth, of the Railway Labor Act (the "RLA"), as amended.

B. This Collective Bargaining Agreement (hereafter "Agreement" or "CBA") will be binding upon any successor or assign of Envoy, unless and until changed in accordance with the provisions of the RLA, as amended.

C. In the event of any merger of Envoy with another airline where the acquiring airline decides to operationally merge the airlines and which affects the seniority rights of employees covered by this Agreement, provisions will be made for the integration of Seniority Lists in a fair and equitable manner, including, where applicable, agreement through collective bargaining among or between the surviving airline and the representatives of the employee groups. In the event of a failure to agree, the dispute may be resolved in accordance with Section 13 of the Allegheny-Mohawk Labor Protective Provisions.

D. The following additional requirements shall be applicable in the event of a merger pursuant to paragraph C above:

1. Unless and until any operational merger is finally effectuated, the Union will continue to be recognized as the representative of the pre-merger Company employees, so long as such recognition is not inconsistent with the Railway Labor Act, as amended, and any applicable rulings or orders of the National Mediation Board.
2. The Company will notify the Union in writing of the merger in a timely manner.
3. The Company or surviving carrier, if different than the Company, shall meet promptly with the Union upon request to discuss the implementation requirements in paragraph D.2 above.

Article 04:
NON-DISCRIMINATION, UNION COOPERATION AND MANAGEMENT RIGHTS

A. The Company and the Union agree to comply fully with all applicable Federal and State statutes and regulations prohibiting discrimination with respect to all aspects of employment with the Company. Further, the Company and the Union agree that neither shall discriminate against employees covered by this Agreement on the basis of race, color, religion, sex, national origin, age, sexual orientation, disability, membership in uniformed military services, status as a veteran or disabled veteran of the Vietnam Veterans era.

B. No employee covered by this Agreement shall be interfered with, restrained, coerced, or discriminated against by the Company, its officers or agents, because of membership in or lawful activity on behalf of the Union.

C. The rights of ownership, the management of the Company and the direction of the working forces, including the right to hire, discipline and discharge employees for just cause, promote, demote, transfer, layoff and recall, the right to direct, plan and control operations, and to establish and change work schedules, and the right to determine the type of work to be performed, and the right to introduce new and improved methods, equipment or facilities, and to change existing methods, equipment and facilities, and to determine the location of the Company's facilities, and the work to be done at each, and the number of employees, and the right to lease facilities or equipment, and the right to establish or change Company rules, and in general to maintain discipline and efficiency, are vested exclusively with the Company so long as the exercise of such rights will not be in conflict with the specific provisions of this Agreement.

Article 05:
INVALIDATION CLAUSE
AND APPLICATION OF THE AGREEMENT

A. Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation and/or applicable court decision, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. Further, if a part or provision of this Agreement is rendered or held invalid with regard to a particular employee or group of employees, the part or provision shall remain valid and enforceable with regard to all other employees.

B. To the greatest extent permitted by law, the provisions of this Collective Bargaining Agreement shall control over any Federal, State or Local statute, law, regulation, ordinance, or other governing provision (collectively "Laws") to the extent such Laws permit a waiver, exception or other treatment for employees covered under a collective bargaining agreement. To the extent applicable law is inconsistent with the terms of this Agreement, and such law is not waivable, an employee shall be entitled to the more generous protections provided by applicable law or this Agreement. The Company shall maintain a list of all Laws subject to this provision and may throughout the term of this Agreement update and incorporate a list of such Laws as an exhibit to this Agreement and such updated exhibit shall have full force and effect as if set forth herein verbatim. This provision shall not apply to Laws establishing a minimum hourly wage.

C. The Laws referenced in this Article shall include but are not limited to:

Bloomfield, New Jersey, Ordinance 2015-10 (Mar. 2, 2015); California Healthy Workplaces, Healthy Families Act of 2014, Cal. Lab. Code §§ 245-49; Chicago Fair Workweek Ordinance; Chicago Minimum Wage and Paid Sick Leave Ordinance, Chi., Ill., Mun. Code of Chi., §§ 1-24-010 to 1-24-110; Cook County Earned Sick Leave Ordinance, Cook Cty., Ill., Code of Ordinances, Cook Cty., Ill., §§ 42-1 to 42-10; District of Columbia Accrued Sick and Safe Leave Act, 32-131 D.C. Cod Mun. Regs. §§ 32-131.01 to 32-131.17; East Orange, New Jersey, Paid Sick Leave Ordinance, East Orange Mun. Code Chapter 140; Irvington, New Jersey, Ordinance MC-3513 (Sept. 10, 2014); Los Angeles, California, Living Wage Ordinance, L.A. Admin. Code Section 10.37.2(b) & (c); Montclair, New Jersey, Paid Sick Leave Ordinance (adopted by voter referendum Nov. 4, 2014); Newark, New Jersey Sick Leave for Private Employees Ordinance, Newark Mun. Code Title 16, Chapter 18; N.Y.C. Earned Safe and Sick Time Act, N.Y.C. Admin. Code Title 20, Chapter 8; Oakland, California, Oakland Living Wage Ordinance, Oakland Mun. Code Section 2.28.030(B); Oakland Paid Sick Leave Ordinance, Oakland Mun. Code Section 5.92.030; Passaic, New Jersey, Sick Leave for Private Employees Ordinance, Passaic Mun. Code Chapter 128, Article I; Paterson, New Jersey, Sick Leave for Private Employees Ordinance, Paterson Mun. Code Chapter 412; Petaluma, California, City of Petaluma Living Wage Ordinance, Petaluma Mun. Code Section 8.36.060(B); Philadelphia, Pennsylvania, Philadelphia 21st Century Minimum Wage and Benefits Standard 107, Phila. Code Section 17- 1305(2); Philadelphia Promoting Healthy Families and Workplaces Ordinance, Philadelphia Admin. Code Chapter 9-4100; San Francisco Sick Leave Ordinance, San Francisco Admin. Code Section 12W; San Francisco, California, Minimum Compensation Ordinance, S.F. Admin. Code Chapter 12P; Seattle Paid Sick Time and Paid Safe Time Ordinance, Seattle Mun. Code Chapter 14.16; Sonoma, California, City of Sonoma Living Wage Ordinance, Sonoma Mun. Code Section 2.70.060(B); Tacoma, Washington, Paid Leave Ordinance, Tacoma Mun. Code Chapter 18.10; Trenton, New Jersey, Ordinance 14-208 (Aug. 25, 2014);and City of San Diego Earned Sick Leave and Minimum Wage Ordinance, San Diego Mun. Code §§ 39.0101 et seq.

Article 06:
CLASSIFICATION

A. Employees covered by this Agreement will be assigned to one of the following Classifications:

1. Customer Service Agent (CSA)
   a) Above Wing Agent
   b) Below Wing Agent
   c) Above/Below Wing Agent
2. Expediter
3. Operations/Planning Agent
4. Bus Driver
5. Compliance Coordinator (applicable only to those locations where the 43 NMB No. 7 decision dated November 25, 2015 identified such employees as part of the Passenger Service Class or Craft). Should such employees terminate employment or change positions, any new employees hired by the Company to fill those vacancies will not be included in the Passenger Service Class or Craft. In addition, the Company may elect to transfer such duties to a non-represented position provided no affected employee will be furloughed as a result of the transfer.
6. Customer Assistance Representative (CAR)

B. The Company may elect to create and select Lead positions for any of the above with a premium of $1.75 per hour worked.

C. An Agent serving as a Lead in a temporary capacity (maximum of ninety (90) days) shall receive a premium of one dollar ($1.00) per hour for every hour worked as a temporary Lead.

D. Employees in the Customer Service Agent Classification or holding Lead positions will bid their schedules separately per Article 17: Schedule Bidding.

E. Management and/or other employees may perform any work that may be necessary to complete a particular operation. This provision will cover those instances wherein short-term help is required to complete the operation in question due to the nature of the operation and overtime from the work unit on that shift is not readily available. In stations where it is not economically feasible to exclude management from the regular schedule, management may be assigned to cover a shift on a regular basis. A list of these stations will be communicated to the Union on January 15th and reviewed every year on that date. Changes shall be communicated to the Union. The Union shall have the right to challenge the status of any station. The Company, upon request, will provide documentation to justify the status. In no circumstance shall management or other employees be used if it would result in the furlough of an employee.

F. Contracting Out

The Company reserves the right to contract out any or all such work covered by this Agreement if by so doing the Company is able to accomplish such work more economically. In the event an employee is furloughed as a result of contracting out work, the Company will endeavor to provide interview opportunities with the contracting company.

G. Employees holding a Lead position as of the effective date of the Agreement may remain in such position for the twelve (12) month period following the effective date of the Agreement. If a Lead position becomes vacant, the Company may replace such position with a management position. At the end of the 12-month period, the Company may transition Lead positions into management positions. Affected Leads will be given a preferential opportunity to interview for the management positions. The Company shall provide the Union with a list of the affected stations where the Lead positions will transition to management positions. Lead Agents accepting a management position in relation to this paragraph will be placed on a written performance improvement plan prior to being removed for failure to meet minimum job expectations (this does not apply to removal for gross misconduct or nonoperational/work environment issues). If a bargaining unit member returns to the bargaining unit (voluntarily or involuntarily) within eighteen (18) months, all the time spent in the management position will be considered occupational seniority time and be added to the time in the management position prior to leaving the bargaining unit for any purpose occupational seniority is used. If a bargaining unit member returns to the bargaining unit (voluntarily or involuntarily) after eighteen (18) months, the time spent in the management position in excess of eighteen (18) months will not count toward occupational seniority.

Article 07:
PROBATION

A. An employee will be on probation for the first one hundred and eighty (180) calendar days of active service, inclusive of training. This period may be extended at the Company's discretion.

B. The probationary period can be adjusted in the event a probationary employee is on an approved absence in excess of five (5) days.

C. Probationary employees are employees at will and the Company has no responsibility to re-employ any employee separated for any reason during the probationary period. Probationary employees separated from the Company lose all accrued seniority.

D. Employees are not eligible for vacation or sick leave credit or accrual until completion of probation, at which time vacation and sick leave accrual will be retroactive.

Article 08:
SENIORITY

A. Company Seniority will begin to accrue on an employee's date of hire with the Company and will be based on length of active service with the Company.

B. Company Seniority will govern all employees hereunder for purposes of vacation accrual and vacation bidding.

C. Occupational Seniority:

1. For employees in the bargaining unit prior to the effective date of this Agreement: Occupational Seniority will be based upon length of active service in any Classification covered by this Agreement, including length of service prior to the effective date of this Agreement.
2. For employees hired on or after the effective date of this Agreement: Occupational Seniority will begin to accrue on the date the employee commences a position covered by this Agreement.
3. If an employee covered by this Agreement is transferred from one (1) station to another, his Occupational Seniority will not be adjusted.
4. Occupational Seniority will govern all employees hereunder in the case of work schedule preferences (shifts/days off), transfer, reduction in force and recall from reduction in force, provided that the employee is qualified to perform the work in the Classification to which he is assigned.
    a) As an exception to C.4. above, the Company may assign work schedules (shifts/days off) based on seniority and the needs of the service in seasonal or high risk stations. The Employer will notify the Union of seasonal and high risk stations. There will be justification to qualify as a high risk station.
    b) As an exception to C.4. above, the Company may assign work schedules to probationary employees until the next bid following the completion of the probationary period. If the Company determines that a probationary employee is sufficiently qualified at the time of the next bid, it may release the employee from the assigned work schedule in order to participate in such bid.

D. The Parties agree to the establishment of a Seniority List for the employees covered by this Agreement, including Company and Occupational Seniority. Such list will be furnished electronically to the Union on a quarterly basis.

E. Company and Occupational Seniority will be forfeited under the following circumstances:

1. Resignation
2. Discharge for just cause
3. Failure to return to service at the expiration of a leave of absence
4. Retirement
5. Expiration of recall rights
6. Failure to return upon recall from furlough
7. Failure to report to work for three (3) consecutive days without contacting the Company
8. Engaging in other employment while on a Leave of Absence without prior written authorization, which shall not be unreasonably denied
9. Or as otherwise provided in this Agreement

10. An employee who, as of the date of this Agreement, accepts a permanent or temporary position with the Company outside the bargaining unit will retain his Seniority for a period of one hundred eighty (180) consecutive days. Such employee may return to his former position and station, if a vacancy exists, within one hundred eighty (180) consecutive days of the day he left the bargaining unit. If such employee works beyond the one hundred eighty (180) consecutive days period, he will forfeit all Seniority. In the case of a specialized position, an employee may be returned to such position, following a permanent transfer at the discretion of the Company.

F. Job vacancies subject to this Article may, when necessary, be filled at the Company's discretion temporarily to meet the needs of the service. Temporary is defined as any period of time one hundred eighty (180) consecutive days or less.

G. In the event several employees are hired on the same date and have the same Occupational Seniority date, the following agreed upon procedure should be used to determine proper placement:

1. Occupational Seniority
2. Company Seniority
3. Date of Birth

Article 09:
COMPENSATION

A. Employees on the Seniority List as of the date of signing of this Agreement will be compensated in accordance with the wage scale below and in accordance with paragraph H below, if applicable. They will be placed on the scale by seniority using completed years of service and each year on their occupational anniversary date will move up to the next level on the scale until reaching the top of scale.

B. Lead Premium – Employees appointed to a Lead position by the Company shall receive a $1.75 per hour premium.

C. Temporary Lead Premium – Employees appointed to a Temporary Lead position by the Company shall receive a $1.00 per hour premium.

D. Compliance Coordinator Premium – Employees appointed to a Compliance Coordinator position by the Company shall receive a $1.00 per hour premium.

E. 1. In the event that the Company, in its sole discretion, finds that any or all of its starting pay rates are non-competitive with local market starting rates for similarly situated jobs, the Company may hire applicants at any station at rates of pay higher than those starting rates specified in this Article. As market conditions change, the Company may, in its sole discretion, change its designated starting rate. The designated starting rate may be higher or lower than previous designated starting rates; however, the starting rate may not be lower than Step 1 nor higher than the maximum hourly rate in the applicable pay scale.

2. In the event that the Company elects to increase start rates at a specific location in accordance with E.1. above, the Company may also increase the rates for other longevity steps at the same time.

3. In those stations/bases/locations where higher starting rates of pay are designated in accordance with this Article, all employees in that classification(s) at that station who are receiving less than the new designated starting rate of pay will have their rate of pay concurrently increased to the new designated higher starting rate for that classification(s) in that station/base/location effective the date of hire of a new employee at the higher starting rate.

F. In addition to the provisions in E.1. above, the Company may, in its sole discretion, move a city into a higher, but not lower, city pay grouping and such employees will receive the higher pay rates associated with that applicable city pay grouping.

G. Employees covered by this Agreement shall be eligible to participate in the Envoy Air Inc. performance bonus plan as provided to other represented hourly ground employees.

H. Annual Lump Sum Payments

1. Any employee with at least one (1) year of completed service as of the Date of Signing (DOS), and each DOS anniversary date ("increase effective dates") who does not receive a base hourly wage rate increase of at least three percent (3%) compared to their base hourly wage rate that was being paid one (1) year prior to the "increase effective dates" of each contract year will be eligible for a lump sum payment of up to three percent (3%) of his previous calendar year's paid hours, determined as follows:

2. If the new base hourly wage rate is not at least three percent (3%) higher than the base hourly wage rate that was being paid one (1) year earlier, the employee will receive the percentage difference in the form of a lump sum payment.

Example:

If the employee's new hourly base wage rate on the DOS is $11.00, and his base hourly wage rate one (1) year prior to the DOS was $10.75, the percentage increase from $10.75 to $11.00 would be 2.3%.

a) Because the new base hourly wage rate increase on the DOS was not at least 3%, the employee would receive a lump sum payment of the difference between 3% and 2.3%, which equals 0.7%.

b) To determine the dollar amount of the lump sum payment, the employee would receive 0.7% multiplied by the previous calendar years' paid hours at his prior base hourly wage rate.

c) Assuming the previous calendar year's paid hours were 2,000, the employee would receive the following lump sum payment, less applicable payroll taxes and withholdings:

2,000 hours **X** 0.7% **X** $10.75 per hour = $150.50 lump sum payment

3. If the new base hourly wage rate is at least three percent (3%) higher than the base hourly wage rate that was being paid one (1) year earlier, the employee will not be eligible for a lump sum payment.

Example:

If the employee's new hourly base wage rate on the DOS is $11.00, and his base hourly wage rate one (1) year prior to the DOS was $9.48, the percentage increase from $9.48 to $11.00 would be 16%. Because the new base hourly wage rate increase on the DOS was at least 3%, the employee would not be eligible for a lump sum payment.

4. The lump sum payments will be paid no later than sixty (60) days following the DOS and no later than sixty (60) days following each successive DOS anniversary date through the term of the Agreement.

I. Employees being paid a base wage rate above scale for their year of service on the DOS will be moved to the next higher step on the applicable wage scale until the contract rate for the employee's year of service catches up and exceeds the DOS rate.

Example:

Employee is at a Base Station city earning $12.35 per hour and is at the 6 Year Longevity Step. On the DOS, the 6 Year Longevity Step base hourly rate is $12.25 per hour. Since the employee is being paid a base hourly rate above scale on the DOS, the employee will be moved to the next higher step on the wage scale, which is $12.50 per hour at the 7 Year Longevity Step. The employee will remain at the $12.50 rate until progressing to the 8 Year Longevity Step, at which time the employee will be paid $12.75 per hour.

J. Current employees now receiving a uniform cleaning allowance on the date of ratification will continue to receive the allowance. In the event the legal requirement currently in place no longer obligates the payment of a cleaning fee, the Company may eliminate this payment for any vacancies filled after the effective date of such law or ordinance.

K. The Company may elect to establish a seasonal premium.

L. With advance notice to the Union, for seasonal stations that have a seasonal reduced flight schedule or do not operate year-round services, the Company may establish a flat seasonal rate, no less than the start rate for all contingent employees.

M. The rates of pay for any new station not covered by the wage scales in this Agreement shall be established by the Company using the existing pay scales. The Company shall provide advance notification to the Union of any new station openings and the new wage scale prior to the commencement of recruiting for any positions covered by this Agreement.

N. Effective January 1, 2021, the Company shall designate each calendar year no less than eight (8) Revenue Premium Days ("RPD") by location, to be paid at time and one-half (1.5) to employees who would otherwise be paid at straight time rates. This provision shall expire on the day prior to the amendable date (insert date - DOS+6.5).

O. The American Airlines Group Inc. Amended and Restated Global Profit Sharing Plan (the "Profit Sharing Plan") provides a profit sharing arrangement for eligible employees. The terms and conditions set forth in the Profit Sharing Plan shall apply and shall govern the participation of employees covered by this Agreement.

08/31/19	STATIONS					
Years of Service	Other	MSN, ART, BUF, GJT, MFR, RDM, ROC	SAF, BZN, CVG, MRY, SAN, SBA, SMF, MIA, DFW	MAF, ORD, JAC	ASE, JFK, LGA	LAX
0	$10.90	$11.60	$12.10	$13.60	$15.60	$20.59
1	$11.15	$12.00	$12.50	$14.00	$16.00	$20.59
2	$11.25	$12.25	$12.75	$14.25	$16.25	$20.59
3	$11.50	$12.50	$13.00	$14.50	$16.50	$20.59
4	$11.75	$12.75	$13.25	$14.75	$16.75	$20.59
5	$12.00	$13.00	$13.50	$15.00	$17.00	$20.59
6	$12.25	$13.25	$13.75	$15.25	$17.25	$20.59
7	$12.50	$13.50	$14.00	$15.50	$17.50	$20.59
8	$12.75	$13.75	$14.25	$15.75	$17.75	$20.59
9	$13.00	$14.00	$14.50	$16.00	$18.00	$20.59
10	$13.50	$14.50	$15.00	$16.50	$18.50	$20.59
11	$14.00	$15.00	$15.50	$17.00	$19.00	$20.59
12	$14.75	$15.75	$16.25	$17.75	$19.75	$20.59
13	$15.50	$16.50	$17.00	$18.50	$20.50	$20.59
14	$16.25	$17.25	$17.75	$19.25	$21.25	$21.25

DOS +1*	STATIONS					
Years of Service	Other	MSN, ART, BUF, GJT, MFR, RDM, ROC	SAF, BZN, CVG, MRY, SAN, SBA, SMF, MIA, DFW	MAF, ORD, JAC	ASE, JFK, LGA	LAX
0	$11.12	$11.83	$12.34	$13.87	$15.91	$20.59
1	$11.37	$12.24	$12.75	$14.28	$16.32	$20.59
2	$11.48	$12.50	$13.01	$14.54	$16.58	$20.59
3	$11.73	$12.75	$13.26	$14.79	$16.83	$20.59
4	$11.99	$13.01	$13.52	$15.05	$17.09	$20.59
5	$12.24	$13.26	$13.77	$15.30	$17.34	$20.59
6	$12.50	$13.52	$14.03	$15.56	$17.60	$20.59
7	$12.75	$13.77	$14.28	$15.81	$17.85	$20.59
8	$13.01	$14.03	$14.54	$16.07	$18.11	$20.59
9	$13.26	$14.28	$14.79	$16.32	$18.36	$20.59
10	$13.77	$14.79	$15.30	$16.83	$18.87	$20.59
11	$14.28	$15.30	$15.81	$17.34	$19.38	$20.59
12	$15.05	$16.07	$16.58	$18.11	$20.15	$20.59
13	$15.81	$16.83	$17.34	$18.87	$20.91	$20.91
14	$16.58	$17.60	$18.11	$19.64	$21.68	$21.68

* Wage Increases due on DOS +1, DOS +2, DOS +3, DOS +4, DOS +5, DOS +6 shall become effective on the first day of the payroll period closest to September 1st in each applicable year of the Agreement.

DOS +2*	STATIONS					
Years of Service	Other	MSN, ART, BUF, GJT, MFR, RDM, ROC	SAF, BZN, CVG, MRY, SAN, SBA, SMF, MIA, DFW	MAF, ORD, JAC	ASE, JFK, LGA	LAX
0	$11.34	$12.07	$12.59	$14.15	$16.23	$20.59
1	$11.60	$12.48	$13.01	$14.57	$16.65	$20.59
2	$11.70	$12.74	$13.27	$14.83	$16.91	$20.59
3	$11.96	$13.01	$13.53	$15.09	$17.17	$20.59
4	$12.22	$13.27	$13.79	$15.35	$17.43	$20.59
5	$12.48	$13.53	$14.05	$15.61	$17.69	$20.59
6	$12.74	$13.79	$14.31	$15.87	$17.95	$20.59
7	$13.01	$14.05	$14.57	$16.13	$18.21	$20.59
8	$13.27	$14.31	$14.83	$16.39	$18.47	$20.59
9	$13.53	$14.57	$15.09	$16.65	$18.73	$20.59
10	$14.05	$15.09	$15.61	$17.17	$19.25	$20.59
11	$14.57	$15.61	$16.13	$17.69	$19.77	$20.59
12	$15.35	$16.39	$16.91	$18.47	$20.55	$20.59
13	$16.13	$17.17	$17.69	$19.25	$21.33	$21.33
14	$16.91	$17.95	$18.47	$20.03	$22.11	$22.11

DOS +3*	STATIONS					
Years of Service	Other	MSN, ART, BUF, GJT, MFR, RDM, ROC	SAF, BZN, CVG, MRY, SAN, SBA, SMF, MIA, DFW	MAF, ORD, JAC	ASE, JFK, LGA	LAX
0	$11.57	$12.31	$12.84	$14.43	$16.55	$20.59
1	$11.83	$12.73	$13.27	$14.86	$16.98	$20.59
2	$11.94	$13.00	$13.53	$15.12	$17.24	$20.59
3	$12.20	$13.27	$13.80	$15.39	$17.51	$20.59
4	$12.47	$13.53	$14.06	$15.65	$17.78	$20.59
5	$12.73	$13.80	$14.33	$15.92	$18.04	$20.59
6	$13.00	$14.06	$14.59	$16.18	$18.31	$20.59
7	$13.27	$14.33	$14.86	$16.45	$18.57	$20.59
8	$13.53	$14.59	$15.12	$16.71	$18.84	$20.59
9	$13.80	$14.86	$15.39	$16.98	$19.10	$20.59
10	$14.33	$15.39	$15.92	$17.51	$19.63	$20.59
11	$14.86	$15.92	$16.45	$18.04	$20.16	$20.59
12	$15.65	$16.71	$17.24	$18.84	$20.96	$20.96
13	$16.45	$17.51	$18.04	$19.63	$21.75	$21.75
14	$17.24	$18.31	$18.84	$20.43	$22.55	$22.55

DOS +4*	STATIONS					
Years of Service	Other	MSN, ART, BUF, GJT, MFR, RDM, ROC	SAF, BZN, CVG, MRY, SAN, SBA, SMF, MIA, DFW	MAF, ORD, JAC	ASE, JFK, LGA	LAX
0	$11.80	$12.56	$13.10	$14.72	$16.89	$20.59
1	$12.07	$12.99	$13.53	$15.15	$17.32	$20.59
2	$12.18	$13.26	$13.80	$15.42	$17.59	$20.59
3	$12.45	$13.53	$14.07	$15.70	$17.86	$20.59
4	$12.72	$13.80	$14.34	$15.97	$18.13	$20.59
5	$12.99	$14.07	$14.61	$16.24	$18.40	$20.59
6	$13.26	$14.34	$14.88	$16.51	$18.67	$20.59
7	$13.53	$14.61	$15.15	$16.78	$18.94	$20.59
8	$13.80	$14.88	$15.42	$17.05	$19.21	$20.59
9	$14.07	$15.15	$15.70	$17.32	$19.48	$20.59
10	$14.61	$15.70	$16.24	$17.86	$20.02	$20.59
11	$15.15	$16.24	$16.78	$18.40	$20.57	$20.59
12	$15.97	$17.05	$17.59	$19.21	$21.38	$21.38
13	$16.78	$17.86	$18.40	$20.02	$22.19	$22.19
14	$17.59	$18.67	$19.21	$20.84	$23.00	$23.00

DOS +5*	STATIONS					
Years of Service	Other	MSN, ART, BUF, GJT, MFR, RDM, ROC	SAF, BZN, CVG, MRY, SAN, SBA, SMF, MIA, DFW	MAF, ORD, JAC	ASE, JFK, LGA	LAX
0	$12.04	$12.81	$13.36	$15.02	$17.22	$20.59
1	$12.31	$13.25	$13.80	$15.46	$17.67	$20.59
2	$12.42	$13.52	$14.08	$15.73	$17.94	$20.59
3	$12.70	$13.80	$14.35	$16.01	$18.22	$20.59
4	$12.97	$14.08	$14.63	$16.29	$18.49	$20.59
5	$13.25	$14.35	$14.91	$16.56	$18.77	$20.59
6	$13.52	$14.63	$15.18	$16.84	$19.05	$20.59
7	$13.80	$14.91	$15.46	$17.11	$19.32	$20.59
8	$14.08	$15.18	$15.73	$17.39	$19.60	$20.59
9	$14.35	$15.46	$16.01	$17.67	$19.87	$20.59
10	$14.91	$16.01	$16.56	$18.22	$20.43	$20.59
11	$15.46	$16.56	$17.11	$18.77	$20.98	$20.98
12	$16.29	$17.39	$17.94	$19.60	$21.81	$21.81
13	$17.11	$18.22	$18.77	$20.43	$22.63	$22.63
14	$17.94	$19.05	$19.60	$21.25	$23.46	$23.46

DOS +6*	STATIONS					
Years of Service	Other	MSN, ART, BUF, GJT, MFR, RDM, ROC	SAF, BZN, CVG, MRY, SAN, SBA, SMF, MIA, DFW	MAF, ORD, JAC	ASE, JFK, LGA	LAX
0	$12.28	$13.06	$13.63	$15.32	$17.57	$20.59
1	$12.56	$13.51	$14.08	$15.77	$18.02	$20.59
2	$12.67	$13.80	$14.36	$16.05	$18.30	$20.59
3	$12.95	$14.08	$14.64	$16.33	$18.58	$20.59
4	$13.23	$14.36	$14.92	$16.61	$18.86	$20.59
5	$13.51	$14.64	$15.20	$16.89	$19.14	$20.59
6	$13.80	$14.92	$15.48	$17.17	$19.43	$20.59
7	$14.08	$15.20	$15.77	$17.46	$19.71	$20.59
8	$14.36	$15.48	$16.05	$17.74	$19.99	$20.59
9	$14.64	$15.77	$16.33	$18.02	$20.27	$20.59
10	$15.20	$16.33	$16.89	$18.58	$20,83	$20.83
11	$15.77	$16.89	$17.46	$19.14	$21.40	$21.40
12	$16.61	$17.74	$18.30	$19.99	$22.24	$22.24
13	$17.46	$18.58	$19.14	$20,83	$23.09	$23.09
14	$18.30	$19.43	$19.99	$21.68	$23.93	$23.93

Customer Assistance Representative (CAR) Wage Scale

Start Rate* / Completed Years of CAR Service	08/31/19	DOS + 1*	DOS + 2*	DOS + 3*	DOS +4*	DOS + 5*	DOS + 6*
0	$10.50	$10.71	$10.92	$11.14	$11.37	$11.59	$11.82
1	$10.70	$10.91	$11.13	$11.35	$11.58	$11.81	$12.05
2	$10.90	$11.12	$11.34	$11.57	$11.80	$12.03	$12.28
3	$11.10	$11.32	$11.55	$11.78	$12.01	$12.26	$12.50
4	$11.30	$11.53	$11.76	$11.99	$12.23	$12.48	$12.73
5	$11.50	$11.73	$11.96	$12.20	$12.45	$12.70	$12.95

1. * New hires or incumbent employees who transfer to a CAR position shall initially be paid the CAR Start Rate, regardless of Occupational or Company Seniority. Wage Increases due on DOS +1, DOS +2, DOS +3, DOS +4, DOS +5, DOS +6 shall become effective on the first day of the payroll period closest to September 1st in each applicable year of the Agreement.
2. Employees occupying CAR positions as of the DOS shall have their hourly base wage rate increased on the DOS to $10.70 and shall remain at $10.70 until they reach their second Year of Service or change positions, whichever occurs first.

Years of Service	Ratification Bonus*	Retention Bonus*
1	$250	$250
2	$250	$250
3	$300	$300
4	$400	$400
5	$500	$500
6	$600	$600
7	$700	$700
8	$800	$800
9	$900	$900
10	$1,000	$1,000
11	$1,100	$1,100
12	$1,200	$1,200
13	$1,300	$1,300
14	$1,400	$1,400
15	$1,500	$1,500
16	$1,600	$1,600
17	$1,700	$1,700
18	$1,800	$1,800
19	$1,900	$1,900
20	$2,000	$2,000
21	$2,100	$2,100
22	$2,200	$2,200
23	$2,300	$2,300
24	$2,400	$2,400
25	$2,500	$2,500
26	$2,600	$2,600
27	$2,700	$2,700
28	$2,800	$2,800
29	$2,900	$2,900
30	$3,000	$3,000

* Any employee hired prior to or on the DOS will be eligible for the DOS +18 Retention Bonus. Any employee with at least one (1) year of service on the DOS will also be eligible for the DOS Ratification Bonus.

a) Ratification and Retention Bonus (less applicable deductions)

b) Payable on the first full pay period thirty (30) days after DOS, and first full pay period after DOS + eighteen (18) months

Article 10:
PART-TIME EMPLOYEES

Part-time employees may be employed by the Company based on the needs of service as determined by the Company. All of the provisions of this Agreement shall apply to part-time employees unless otherwise specified.

Article 11:
VACATION

A. Vacation Days (VC) - Vacation accruals will be credited only on December 31st of each year, for usage during the following calendar year.

B. Personal Vacation Days (PV) - Employees, with Supervisor's approval, may borrow personal vacation day(s) up to a maximum of five (5) in the same year in which the vacation accrued, this is referred to as a "Personal Vacation" (PV) day.

Full-time Annual Vacation Accrual

Company Seniority (As of December 31)	Vacation Eligibility (workdays of vacation for each month of service)	Vacation Credited (for following year based on 5-day work week and a full year of accrual)	Vacation Credited (for following year based on 4-day work week and a full year of accrual)
Less than 5 years	0.8333 Days	10 Workdays	8 Workdays
5 through 14 years	1.25 Days	15 Workdays	12 Workdays
15 years through 20 years	1.6667 Days	20 Workdays	16 Workdays

C. The number of vacation weeks accrued will be the same for full-time and part-time employees.

D. Vacation bidding

1. The Company will post open vacation slots for the following year on Company bulletin boards or automated system at each station no later than October 15th. Starting on October 16th through November 15th, each employee will bid for all accrued vacation time based on classification and seniority. The Company will post the final vacation awards no later than December 1st.
2. An employee who does not bid all of their vacation by the bid closing date will be assigned available vacation periods up to the number of vacation hours he has earned but not bid.
3. Upon mutual agreement, local management and local Union Representative may develop an alternative method of bidding and awarding vacation. Either party may elect to revert back to the bidding and award process in D.1. above with reasonable notice to the other party.

E. Vacation Pay

1. Full-time: The pay for such vacation will be paid at the applicable straight time rate of pay including any premiums for all hours of vacation.
2. Part-time: The pay for such vacation will be paid at the applicable straight time rate of pay including any premiums for all hours of vacation up to a maximum of 20 hours for each vacation week.
3. In the event an employee's status changes from full-time to part-time or part-time to full-time during a current year, his vacation pay will change and will be paid in accordance with either Paragraph E.1. or E.2. above, whichever is applicable to his new status.

Example:
An employee with 16 years of seniority was full-time in 2019 and accrued twenty (20) work days (160 hours) for award in 2020. He bids his vacation as follows:

a) June 4-8 (40 hours)

b) July 9-13 (40 hours)

c) August 6-10 (40 hours)

d) September 10-14 (40 hours)

Effective April 1, 2020 the employee converts to part-time. As of April 1, 2020, he will retain his originally awarded vacation weeks but will be paid up to twenty (20) hours for each vacation week as a part-time employee, rather than forty (40) hours.

F. Cancelled Vacation

The Company reserves the right to cancel and reschedule vacation if necessary to maintain service and will give as much advance notice as possible to the employee, but at least two (2) weeks. In the event a cancelled vacation cannot be rescheduled, the employee shall have the options:

1. Carry his cancelled vacation over to the following year.
2. Elect to have the cancelled vacation cashed out.

G. Transfers or Displacements

If an employee is awarded or assigned a station vacancy or displaced to a new station from his present station, he will reschedule his vacation by selecting from available open vacation periods at the new station. If there are no such periods by the end of the calendar year, the employee will carry his vacation over to the next year.

H. In the event of an employee's death, his earned but unused vacation time will be paid to his estate.

I. If an employee with at least one (1) year of active service voluntarily leaves the Company and provides at least fourteen (14) days' notice, he will be paid for:

1. Vacation accrued but not yet used for the current year, and
2. Vacation accrued for next year.

Article 12:
HOLIDAYS

A. The following dates are designated as paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

B. An employee who works Memorial Day, Independence Day and Labor Day will receive Holiday pay at time and a half for all hours worked on the holiday. An employee who works New Year's Day, Thanksgiving Day and Christmas Day will receive holiday pay at double time for all hours worked on these holidays. An employee who does not work on the holiday will not be entitled to pay under this Article.

C. An employee on a leave of absence will not be eligible for holiday pay, nor will an employee who fails to report for work on a holiday as scheduled or directed. An employee who does not work his scheduled work day immediately prior or immediately after his holiday shall not be entitled to holiday pay.

D. An employee with at least one (1) year of active service with the Company will receive one (1) floating holiday per year in addition to the holidays specified in paragraph A. above. An employee eligible for a floating holiday will request it in writing at least seven (7) days in advance, and such floating holiday will be scheduled by mutual agreement of the employee and the Company. Floating holidays will not be carried over into the following calendar year except as provided below. Floating holidays will be paid at eight (8) hours for full-time employees (or at ten (10) hours for those working 10-hour shifts) and four (4) hours for part-time employees. If an employee does not request or has been denied his floating holiday in any calendar year, the Company may elect to assign the floating holiday in the first (1st) quarter of the following calendar year or pay the employee for such floating holiday. If the Company elects to pay the employee for such floating holiday the payment will be made no later than April 30th of each year.

Article 13:
SICK LEAVE/ON-THE-JOB INJURIES

A. Sick leave is that time granted to an eligible employee who is incapacitated for the performance of his regular duties by sickness or injury arising from non-occupational causes.

B. After completing six (6) months of service, an employee will be initially credited with forty-eight hours for full-time employees [twenty-four (24) hours for part-time employees]. This first credit of paid sick time may be used for the balance of the calendar year in which it is credited. Any unused sick hours may be carried over into the following calendar year(s) up to a maximum of seven hundred twenty (720) hours.

1. After completing six (6) months of service, an accrual of four (4) hours per month [two (2) hours for part-time] will be credited for each active month [fifteen (15) days or more] of service up to a maximum of forty-eight (48) hours [twenty-four (24) hours for part-time employees] per calendar year. Such accrual will be credited on January 1st of the following year.

2. In the event the Company has the ability to accrue and deposit sick time on a monthly basis, beginning with January 1st of a new calendar year and after completion of six (6) months of service, an employee will accrue four (4) hours per month [two (2) hours for part-time]. Upon implementation of this monthly accrual and deposit, a final deposit of forty-eight (48) hours [twenty-four (24) for part-time] will be credited on January 1st concurrent with the implementation of the new monthly accrual. The Union and employees will be notified prior to implementation of this paragraph (B.2).

C. The above accrual rate is based on current Company policy as of the date of signing of this Agreement and is subject to future modification on the same basis as applicable to other employees covered by such policy. If there is a change in the accrual rate, all employees on the payroll as of the date of signing this Agreement shall receive no less than the benefits described in the above section.

D. The sick leave provided under this Article will be payable only in cases of bona fide illness or injury for non-occupational causes which result in the employee's incapacitation for the performance of his regular duties. Such sick leave will be paid in the following manner:

1. Payment of sick leave will be the pay for the regular daily schedule of working hours, for those days which the employee would have worked but for the disabling sickness or injury, calculated at the applicable base rate of pay. Such payment will commence from the first (1st) work day's absence and will continue until the employee's accrued sick leave is exhausted.

E. The Company acknowledges an employee's right to use sick time for the intended purpose. In accordance with Company policy, the use of sick time will not be subject to disciplinary action unless it is excessive or there is evidence to substantiate abuse.

1. It will be the responsibility of the employee who will be absent from work due to illness or injury to report the facts to his immediate supervisor as far in advance of his scheduled shift as possible and in accordance with local procedures.

2. The Company may require medical confirmation whenever circumstances may indicate abuse of sick leave or excessive absenteeism.

F. Conversion of Sick Time Accrual

Full-time employees who have 300 hours of sick time accrued may increase their number of vacation days each year by converting forty (40) hours of sick time to five (5) days of paid vacation to be taken in a one-week block only. Part-time employees who have two hundred forty (240) hours of sick time accrued may increase their number of vacation days each year by converting twenty (20) hours of sick time to five (5) days of paid vacation to be taken in a one-week block only.

G. Injury-on-Duty benefits will be in accordance with the applicable workers' compensation laws.

Article 14:
TRAINING, TRAVEL PAY, AND EXPENSES

A. Employees may be required to attend and/or successfully complete training programs sponsored by the Company.

B. Non-probationary employees who fail to successfully complete the required training program will be permitted one (1) opportunity to retest or repeat the training program. If the employee does not successfully complete the second (2nd) attempt at required training, he may return to his previous position, if qualified. If there is no such position for which the employee is qualified, his continued employment is at the Company's discretion.

C. The Company shall make reasonable efforts to assign employees to attend training programs during their normal shifts. When not possible, however, the Company may shift adjust employees' starting times and/or change employees' day(s) off.

D. Compensation

1. Employees required to attend training will receive pay for the actual classroom hours, plus any hours worked excluding the regularly scheduled unpaid meal period at the applicable rate.
2. Employees who are required to attend classroom training outside of their normally scheduled shift that is not continuous with their scheduled shift will be paid the number of actual classroom hours or a minimum of two (2) hours, whichever is greater, at the applicable rate.

E. Employees required to attend Company meetings and training away from their geographic work location shall be compensated for travel time as per Company policy.

F. Expenses

1. Expenses associated with required training or meetings away from an employee's work location shall be reimbursed according to Company policy.
2. When meals are not provided by the Company or the hotel, per diem payments for meal expenses will be provided to employees required to attend training or meetings away from their geographic work location pursuant to Company policy.

G. Lodging

1. Employees who have completed their probationary period and are required to attend Company training or meetings away from their base, will be provided with single room accommodations during training.
2. Paragraph G does not apply to any accommodations that the Company may provide during anticipated or actual Irregular Operations (IROPS) or any accommodations that may be provided by the Company associated with TDY or other special assignments.

Article 15:
BENEFITS

A. Health, Dental Insurance and Life Insurance

1. The Company will continue to make available its health, dental and life insurance plans to employees covered by this Agreement on the same basis as provided to other employees per Company policy. Should it become necessary to change benefit levels, or add, substitute or eliminate benefit categories or options, the Company will notify the Union before they are implemented.
2. From the date of signing until one (1) day prior to the contract amendable date, the Company agrees not to change the current Employer/Full-time Employee cost allocation percentage (70%/30%) or the current Employer/Part-time Employee cost allocation percentage (50%/50%) of the total premium associated with the Envoy health and dental insurance options.
3. The Company will meet with the Union to review the basis for proposed cost allocation for the new benefit year, and will share the data and the calculations used by the Company to determine the next year's employee benefits contribution. Such meeting will occur before the new benefits plan costs are announced.

B. 401(k) Plan

1. The Company will continue to make available its 401(k) plan to employees covered by this Agreement on the same basis as provided to other employees per Company policy.
2. Effective January 1, 2020, employees covered under this Agreement will receive the following Employer Matching Contribution based on the employee's elective contributions and length of service: (This provision is contingent on the ability to complete required programming by January 1, 2020. Otherwise, it will be implemented upon completion of required programming and the Company will retroactively match employee contributions to January 1, 2020).

Completed Years of Service	Company Match of Eligible Earnings
1 – 10	50% of up to 6% of eligible earnings for a maximum of 3%
11 - 15	66.6% of up to 6% of eligible earnings for a maximum of 4%
16 – 19	83.3% of up to 6% of eligible earnings for a maximum of 5%
20+	100% of up to 6% of eligible earnings for a maximum of 6%

C. Travel Privileges

1. The Company will grant the same travel privileges to employees covered by this Agreement as provided to other employees per Company policy.

D. Other Benefits

1. Other benefits provided or offered to all other employees per Company policy shall be provided or offered on the same basis to employees covered by this Agreement.

Article 16:
HOURS OF SERVICE

A. The pay period shall begin at 0000 Saturday through 2359 the following Friday. The normal scheduled work week for full-time employees will consist of forty (40) hours with five (5) scheduled work days and two (2) consecutive days off, and for employees normally scheduled for four (4) work days of ten (10) hour shifts, three (3) consecutive days off. Part-time employees may be scheduled for varied hours depending on operational needs. However, if an employee is scheduled over thirty-two (32) hours a week for a period of ninety (90) days, that job shall be classified full-time.

B. An employee may be released from work in seniority order by work group and shift when flight schedules are cancelled or changed for any reason. If an insufficient number of volunteers agree to be released, employees will be released in inverse seniority order.

C. For relief employees, a minimum of four (4) scheduled days off will be provided within each two (2) week pay period. The Company will make every effort to post lines of work with consecutive days off each week.

D. All consecutive time worked in any shift, including overtime and shift trades, shall be considered as work performed on the day during which the employee's regular shift began.

E. When an employee covered by this Agreement has been relieved for the day and is recalled to work, or works on his regularly scheduled days off, he will be paid not less than two (2) hours at his base rate of pay. An employee will be responsible to complete his last assignment if extended beyond his regularly scheduled shift unless released by a member of management or his Lead if applicable.

F. In an effort to provide a safe working environment, the following shall apply:

   1. An employee may not be scheduled by the Company, nor may he schedule himself, for more than (16) sixteen consecutive hours unless such sixteen (16) hour period is preceded by a minimum of (8) eight hours of rest.

   2. In the event an employee works sixteen (16) or more hours and is scheduled to work the following calendar day, the Company will, upon request, make a reasonable effort to delay the start time of his next shift to commence no less than eight (8) hours after the completion of the prior shift.

G. Shift periods for full-time employees will be as follows:

   1. A full-time shift for an employee whose work week consists of five (5) scheduled work days will consist of eight and one-half (8.5) consecutive hours, including a one-half (1/2) hour unpaid meal period.

   2. A full-time shift for an employee whose work week consists of four (4) scheduled work days will consist of ten and one-half (10.5) consecutive hours) including a one-half (1/2) hour unpaid meal period.

H. The Company shall continue to provide a CS policy as a privilege subject to modification by the Company at its discretion. The current policy can be found at my.envoyair.com under the Policies tab. If the Company modifies the CS policy, it will provide at least sixty (60) days advance notice to the Union. The Union shall have an opportunity to give input on the change.

I. Meal Periods

For shifts scheduled or extended for more than five and one-half (5.5) hours, an employee will be given a thirty (30) minute unpaid meal period. Reasonable attempts will be made to provide an uninterrupted meal period between the 3rd and the 6th hour of the shift. An employee who is required to work through his meal period will either be paid at the applicable rate for his meal period or, upon mutual agreement of the employee and his manager or his designee, will be released from work thirty (30) minutes before the scheduled end of the shift. An employee who is not provided his full thirty (30) minute meal period will be paid at the applicable rate for the entire meal period or, upon mutual agreement of the employee and his manager or designee, released from work thirty (30) minutes before the scheduled end of the shift.

J. Rest Breaks

1. The Company will make every reasonable effort to ensure that employees are provided two (2) fifteen (15) minute break periods for a scheduled shift of at least eight (8) hours and one (1) fifteen (15) minute break period of a scheduled shift of at least four (4) hours.
2. To the extent applicable law requires that employees covered by this Agreement be provided with different meal periods than are set forth above, and such law cannot be waived by the Parties, an employee shall be entitled to the more generous meal period schedule required by law or this Agreement.

Article 17:
SCHEDULE BIDDING

A. Work Schedule Bidding

1. The Company will post at each station a work schedule bid at least two (2) times per calendar year which will include shift start times and days off. The Company will make every reasonable effort to meet with the Union (telephonically or in person) to consider input from the Union when establishing work schedules at each location; provided however, that the Company may proceed without the Union's input if a representative is not available.
2. Award of work schedule bids shall be based on Occupational seniority and qualifications.
3. An active employee who fails to bid will be assigned an available work schedule within his classification after completion of the bid. An active employee who bids late, but while the bid process is ongoing, will be permitted to bid on remaining lines at the time he bids.
4. An employee on an authorized leave of absence will not be permitted to bid.
5. Employees returning from reduction in force or transferring into the classification who were not permitted to bid during the most current work schedule bid will be assigned an available work schedule (shift start time and scheduled days off) within his classification until the next work schedule rebid.
6. Employees shall have the option based on the station practice to proxy their preferences to bid electronically, by phone or paper.
7. Except for unforeseen or unexpected circumstances and with Union agreement, which shall not unreasonably be withheld:
   a) Employees will be given a minimum of seven (7) days' notice when a schedule rebid is to take place.
   b) Work schedules, with seniority rosters and bid times where applicable, will be posted for bid by active employees as far in advance as practical, or a minimum of seven (7) calendar days.
   c) An employee may protest any omission or inaccuracy affecting his seniority within the seven (7) day period following the above notice.
   d) If no protest is made within this seven (7) day period, the roster, as published will be deemed correct and no changes will be made thereafter.
   e) Once the work schedule bidding process is completed, the bid awards will be posted in paper or electronic form at least seven (7) calendar days prior to the effective start date of the new work schedule bid.
8. Relief Lines

   As soon as practical after the awarding of the work schedule bid, but not later than five (5) calendar days prior to the effective date of the new work schedule bid, the employees awarded/assigned a relief line will meet with the Company and the Company will make a reasonable effort to accommodate their schedule preferences based on their seniority.
9. Employees may be reassigned between duty assignments/classifications and job assignments on a given shift based on the needs of service.
10. Employees temporarily assigned to a higher rated classification shall be paid the applicable rate for all time worked in such classification. Employees temporarily assigned to a lower rated classification shall not have their rates of pay reduced.

B. Additional Bidding Rules

1. An employee moving to a new classification may be held to that classification for a period not to exceed one (1) year. The Company may elect to release the employee from the hold prior to the one (1) year period.
2. Employees in the Customer Service Agent classification moving between the sub-classifications of Above Wing Agent, Below Wing Agent or Above/Below Wing Agent shall be subject to this one (1) year hold as if they were moving to a different classification.
3. There shall be a separate bid for any Lead positions created by the Company for any classification.

C. The Company will forward the ranking Local Union Representative a copy of the regular shift bid scheduled for the station. The shift bid schedule will include scheduled shifts hours and schedule days off.

Article 18:
OVERTIME

A. Overtime, computed and adjusted to the nearest six (6) minute unit of work (tenths) will be paid.

B. Overtime will be paid at one and one-half (1 ½) times an employee's straight time rate of pay for all hours worked over forty (40) for the work week.

C. Only hours actually worked, exclusive of all shift trades except even shift trades in the same work week, shall be used in the calculation of overtime.

D. Additional Hours will be offered in seniority order and assigned in inverse seniority order in accordance with the following:

1. Request qualified part-time employees to extend their hours either before or after their regular scheduled shifts.
2. Request qualified full-time employees to extend their hours either before or after their regular scheduled shifts.
3. Request qualified part-time employees to work on their day off.
4. Request qualified full-time employees to work on their day off.
5. Should there be an insufficient number of qualified employees who volunteer to be available or in the event of an emergency, the Company may assign additional hours to qualified part-time or qualified full-time employees in inverse order of seniority. The Company will use its best efforts to provide employees a minimum of two (2) hours' notice

E. The Company and the Union may meet and confer to develop an alternative mutually agreeable distribution method for each work location. Should such alternative method be agreed upon and implemented and later prove not to be operationally efficient, the Company or Union may elect to revert back to the procedures in D.1 through D.5. The foregoing does not preclude the Parties from mutually agreeing to a different method of distributing overtime.

F. During periods of Irregular Operations (IROPS), the Company may implement a temporary mandatory procedure that all overtime can be distributed by concourse to protect the operation. The Local Union shall be notified. This provision should not be construed as superseding paragraph D.1 through D.5 above except in extraordinary circumstances.

G. An employee whose overtime shift continues into the following calendar day will be eligible to receive overtime rates for all overtime hours worked on that shift.

H. No overtime will be worked except by direction of the proper Supervisory personnel of the Company, except in cases of emergency and when prior authority cannot be obtained.

I. In the event that an individual employee disputes whether he should have been awarded a specific overtime assignment, and the Company agrees with the employee, the employee shall be entitled to choose an overtime shift during the effected work week or the following work week. Should there be no overtime available the employee shall be offered overtime in the next pay period where there is an opportunity. If the employee declines this opportunity he waives his claim to the initial overtime dispute.

Article 19:

ATTENDANCE AT HEARINGS OR INVESTIGATIONS

When an employee is required by the Company to attend hearings or investigations on a scheduled day off or beyond the scheduled end of his shift, he will be paid for such time at his base rate of pay and such time shall not be considered overtime. The foregoing pay shall not apply to an employee on a suspension without pay, pending the completion of an investigation.

Article 20:
FILLING OF VACANCIES

A. Filling of Vacancies

1. When a vacancy occurs and there are no bids on file, the Company may post a vacancy system-wide electronically (e.g., employee portal). Notices of vacancies will be posted for a period of seven (7) days. Such notices will specify the classification, station, qualifications, standards and the bid closing date. The Company will allow employees to file a standing bid for future vacancies.
2. Except as provided in paragraph A.4., below, bids for vacancies will be awarded in the following order:
   a) The most senior employee in the station who bids the vacancy, provided the employee meets the standards and successfully completes any required training to become qualified;
   b) The most senior employee in the system who bids the vacancy, provided the employee meets the standards and successfully completes any required training to become qualified;
   c) In the event the employee in a. or b. above fails to qualify, the employee will be returned to his prior position and will be assigned a schedule until the next work schedule bid. Such employee may not rebid for the same classification for a period of two (2) years or any other classification for a period of one (1) year.
   d) Notwithstanding the foregoing, the Company may offer training in advance of a vacancy in seniority order and employees who accept and complete the training will be considered the most senior employee(s) for purposes of paragraph A.2.
3. If a vacancy becomes available prior to a new schedule bid, the Company may fill the vacancy temporarily by hiring a new employee. An incumbent employee who has a vacancy bid on file will not be negatively impacted by this process and will be moved to the position temporarily filled by the new hire with the next schedule bid or as soon as he is trained to fill the position, whichever occurs first but no longer than three (3) months
4. If no employee bids for a vacancy, the Company may temporarily fill the vacancy with volunteers. If there are no volunteers, the Company may assign the most junior qualified employee at the station or by hiring a new employee.
5. Bids for the positions of Expediter, Operations/Planning Agent, Compliance Coordinator and Lead will be awarded by the Company at the Company's discretion on the basis of qualifications required for these positions. Seniority will be considered in the award process. If qualifications are equal, the most senior employee who bids the position will be awarded the position.
6. The employee awarded the vacancy will be notified of the award and its effective date either in writing or by electronic communication. A written record of the award will be placed in the employee's personnel file. The employee may be held in his current position until his replacement is trained, up to a maximum of (6) six weeks.
7. An employee awarded a vacancy will be restricted from bidding to another vacancy for a period of twelve (12) months from the effective date of the award. This restriction may be waived by the Company.
8. An employee awarded or assigned a vacancy will be subject to a sixty (60) day probationary period for evaluating the employee's ability to perform the duties of the new position. If the Company determines that the employee does not have the ability to perform such duties competently, the employee will be returned to his former position and will be assigned a schedule until the next work schedule bid.

B. Transfers and Change of Position

1. A new hire employee must have a minimum of six (6) months of active service to be eligible to transfer. This requirement may be waived by the Company.

2. An employee who is demoted by the Company shall be returned to his former classification at his current location and shall be restricted from bidding to a different position for a period of twelve (12) months.

Article 21:
TEMPORARY DUTY

A. When an employee hereunder is required to perform work away from his base station on his regularly scheduled workdays, he will be paid at least eight (8) hours or ten (10) hours as applicable at his base rate of pay for each scheduled workday.

B. When an employee hereunder is required to perform work away from his base station on his scheduled day off, he will be paid for hours worked at his base rate of pay.

C. During such assignment, the employee will, while away from his base, be reimbursed expenses for meals, lodging and transportation in accordance with Company policy.

D. The distribution of temporary duty assignment (TDY) will be governed by the procedures as determined by the Company.

E. No employee will be assigned to a temporary duty assignment (TDY) against his wishes.

Article 22:
LEAVES OF ABSENCE

A. When the requirements of the operation will permit, an employee may be granted a leave of absence for a period not in excess of ninety (90) days. When such leaves are granted, the employee will retain and continue to accrue seniority during such leaves.

B. When the requirements of the operation will permit, such leave or leaves may be extended for an additional period not to exceed ninety (90) days. If such leave is extended by the Company, the employee will retain but not accrue seniority during such extension.

C. When medical leaves are granted on account of sickness, injury, or pregnancy an employee hereunder will retain and continue to accrue his seniority for all purposes until he is able to return to duty, except that in no case will leave for sickness or injury exceed a total continuous period of three (3) years.

D. An employee on leave of absence will report prior to termination date of such leave his intention to return to employment. Failure to make such report or secure renewal of leave of absence will terminate his leave of absence and his employment.

E. An employee returning from a leave of absence will be permitted to return to any vacancy for which he is qualified at the location to which he had previously been assigned. If no vacancy, the Company will assign the employee to a position until the next bid.

F. Employees shall be eligible for military leave and reinstatement in accordance with applicable law.

G. Bereavement

1. Three (3) days of bereavement leave with pay for death in the immediate family will be extended to the employee covered by this Agreement. Immediate family includes:

   - Spouse or Company recognized domestic partner
   - Child
   - Step-child (dependent and non-dependent)
   - Son-in-law/Daughter-in-law
   - Parent
   - Step-parent
   - Parent-in-law
   - Sibling/Step-sibling
   - Sibling-in-law
   - Grandparent
   - Step-grandparent
   - Grandparent-in-law
   - Grandchild
   - Step-grandchild
   - Legal Guardian
   - Former Legal Guardian or any family member who is a permanent member of the employee's household.

   Bereavement days may also be granted if the employee, the employee's spouse, or Company-recognized Domestic Partner experiences a miscarriage or other medically-necessary pregnancy termination procedure.

2. If additional days are required, such days may be deducted from the employee's vacation allowance. Bereavement leave must be taken within thirty (30) days of the death; any extensions, not to exceed five (5) additional days must be approved by local management. Bereavement days do not have to be taken consecutively. If on vacation, bereavement days should be given at the end of the time away from work. If on paid sick time, bereavement days should be given during the time of the actual emergency.

H. Jury Duty and Witness Duty

1. Employees called for jury duty will receive their base rate of pay less the fee received for jury services. Such employee will promptly show his supervisor the jury summons and also show the court's validation of jury service when completed.

2. An employee required by the Company to attend hearings, investigations or trial will have this time considered as time worked for the purpose of determining overtime for that week. If the employee attends on a scheduled work day, he will be paid for actual time in attendance, but not less than the regular scheduled hours for that day. The Company may require the employee to return to work. For attendance on a non-scheduled day, the employee will be paid for actual time in attendance or four (4) hours, whichever is greater.

I. Family Medical Leave Act will be administered in accordance with applicable law.

J. The Company reserves the right to require an examination of any employee at the Company's expense prior to return from any leave of absence. If an employee is required to report for said examination outside his base station, the Company will be responsible for travel costs and associated expenses.

K. Short Term Union Leaves - Subject to Company approval and will be granted based on the needs of the operation. Requests for Short Term Union leave must be submitted in writing to the Director of Labor Relations or designee. Requests submitted seven (7) days in advance shall not be unreasonably denied.

L. Long Term Union Leave (greater than thirty (30) days) At the request of the Union and with thirty (30) days' notice, an employee will be granted an unpaid Union Leave of absence to accept employment with the Union for an indefinite period of time. No more than three (3) employees may be on Union Leave of absence at any one time. During such leave, an employee will accrue seniority for the duration of the leave. At any given location, the number of employees on Long Term Union Leave may be limited based on the needs of the operation.

M. An employee on any leave of absence who engages in other employment other than that described in paragraphs K and L of this Article and/or uses the time of a leave for purposes other than that for which it was granted without specific written consent from the Company or does not provide management with current information as to his status upon request or does not return upon completion of the approved leave, will be deemed to have resigned and his name will be stricken from the seniority roster.

N. Medical Leave: An employee unable to perform his job duties due to personal illness or injury, disability or pregnancy may apply for a medical leave of absence, using the Company-specified form. The Company may require such leave to run concurrently with Family Medical Leave if such leave otherwise qualifies as FMLA leave. Such application must be accompanied by a written verification confirming the employee's inability to perform his job duties and the length of time the employee will be out of work. Such written verification must be provided by a health care provider qualified to treat the medical condition necessitating the leave.

O. Adoption/Maternity/Paternity Leave: Upon request and when accompanied by the required documentation substantiating the need for such leave, an employee will be granted an unpaid adoption/ maternity/paternity leave of absence in accordance with Company policy.

P. To the extent that the Company provides more expansive leaves of absence benefits to other represented ground service employee groups, those benefits will be applied to all employees covered by this Agreement.

Article 23:
REDUCTION IN FORCE/FURLOUGH

A. An employee shall be given as much notice as possible but in no case less than thirty (30) days or receive pay in lieu thereof for any period less than the thirty (30) days, except in cases of emergency, strikes, Acts of God or other circumstances beyond the control of the Company. The Company will notify the Union of the reason for the furlough.

B. Employees shall be furloughed based on the staffing needs of the Company at each station. Employees shall be provided with the projection of workforce requirements for employees after the furlough if there is a downsizing and not a total closure.

C. Volunteers shall be solicited within the workforce at the affected station. Furloughs will be awarded by seniority (Seniority List shall be the combination of full and part-time employees). If there are not enough volunteers, furloughs will be assigned by inverse seniority.

D. An employee to be furloughed will have the option to fill a vacancy for which the employee is qualified at another station. A list of available locations will be supplied to employees with the furlough notice. If an employee elects to relocate he will be eligible for a moving/relocation allowance according to Company policy.

E. Employees with six (6) months, but less than two (2) years of seniority will receive a lump sum retention allowance payment of two (2) weeks' base salary. Employees with two (2) full years or more will receive a lump sum retention allowance payment of three (3) weeks' base salary. Employees must remain on the payroll to the established furlough date to be eligible to receive the retention allowance.

F. Furloughed employees who were eligible for travel privileges when furloughed will receive travel benefits no less favorable than the Envoy policy applicable to any furloughed represented Envoy employee.

G. Employees will have recall rights to jobs that they were previously qualified to perform for a period of ten (10) years.

H. All other benefits including medical shall be available according to Company policy.

I. Recall

1. Rights to a specific location and group are extended to qualified employees furloughed or displaced from the location. Recall of furloughed and displaced employees shall be in seniority order.

2. An employee who has completed his probationary period and is furloughed by the Company and does not choose to go to an opening in another station will continue to accrue occupational seniority during such furlough for a period of ninety (90) days and the employee will continue to retain occupational seniority thereafter. All seniority will be cancelled and reemployment/recall rights forfeited if the employee is not reemployed/recalled by the Company within ten (10) years from the effective date of furlough, or declines an offer of recall during the ten (10) year recall period.

3. An employee who has completed his probationary period and, in lieu of furlough, exercises his seniority to displace an employee or accepts a vacancy in his or a lower classification will continue to accrue occupational and classification seniority for a period not exceeding his previous service to a maximum of two (2) years during such displacement. The employee will continue to retain occupational and classification seniority thereafter. All seniority will be cancelled and recall rights forfeited if the employee is not recalled by the Company within ten (10) years from the effective day of the furlough, or declines an offer of recall during the ten (10) year recall period.

4. An employee will file his proper address with the appropriate manager at the time of furlough and must keep the Company informed of any change of address.

5. At the time of reemployment/recall notice, the employee must notify the Company within five (5) days of intent to return to work, and must return to work within fifteen (15) days from the post mark of the original recall notice. An employee who fails to provide such notice or who fails to return to work within the prescribed time limits will lose all rights to reemployment/recall and his seniority will be forfeited unless such time is extended by the Company for a period not to exceed fifteen (15) days. The Company will furnish the Union with all reemployment/recall letters. All notices and replies will be by certified mail, return receipt requested.

Article 24:
MEDICAL EXAMINATION

A. Employees may be required to submit to a Company paid medical examination at the time of employment and at such time as a Company official determines that an employee's physical or mental condition may impair the performance of his duties or poses a safety hazard to himself, other employees or customers. The Company official will document the observations that led to the requirement for a medical examination. The employee, upon request, shall be furnished a copy of the Company's medical examiner's report and a copy of the observations that led to the requirement for the medical examination.

B. Any information obtained by or as a result of a Company's medical examination and information received by the Company from the employee's medical examiner and/or a neutral medical examiner, shall be strictly confidential between the Company officials directly involved in the case, its insurance carriers, the Company's doctor, and the employee, and shall not be divulged to any other person without the written permission of the employee.

C. Any employee who fails to pass a Company medical examination may, at his option, have a review of his case as outlined below.

   1. Within fifteen (15) days he may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of conducting a medical examination for the same purpose as the medical examination was made by the medical examiner by the Company.

   2. A copy of the findings of the medical examiner chosen by the employee will be furnished to the Company within fifteen (15) days following the examination, and in the event that such findings verify the findings of the medical examiner employed by the Company, no further medical review of the case will be afforded.

   3. In the event that the findings of the medical examiner chosen by the employee disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the employee, ask that the two (2) medical examiners agree upon and appoint a third, qualified and disinterested medical examiner, preferably a specialist, for the purpose of making a further medical examination of the employee.

   4. Such three (3) doctors, one (1) representing the Company, one (1) representing the employee affected, one (1) disinterested doctor approved by the Company doctor and the employee's doctor will constitute a board of three (3), the majority vote of which will decide the case.

D. If the majority opinion of the Board of the three (3) medical examiners upholds the employee's case, he will be restored to his former job and be paid for time lost, at his base rate of pay, less any amount he may have received as compensation during the interim period.

E. The expense of employing the disinterested medical examiner will be borne one-half (1/2) by the employee and one-half (1/2) by the Company. Copies of such medical examiner's report will be furnished to the Company and the employee.

F. The above procedures do not apply in the case of time sensitive examinations, such as required by the Company's drug testing policy, or if required by law.

Article 25:
UNIFORMS

A. An employee will wear the standard uniform and adhere to the uniform and appearance standards prescribed by the Company at all times while on duty.

B. The Company shall provide a new or transferred employee with three (3) uniform shirts and three (3) uniform pants. The employee will have the option of long or short sleeves tops and pants or shorts, appropriate to the position. The Company will provide either a blazer or jacket appropriate to the location and position. Jackets will only be issued to employees between October 1 and March 1 unless specifically approved for a location with extended cold weather seasons. The Company shall designate any other specific uniform items that shall be allocated to employees. Employees who are terminated or resign are required to return all Company-provided uniform items to the Company.

C. Uniform Allowance

1. On the first date of the employee's anniversary month, he shall receive:
    a) Below the Wing: a two hundred dollar ($200) credit to be used to purchase new uniform pieces.
    b) Above/Below the Wing: a two hundred fifty dollar ($250) credit to be used to purchase new uniform pieces.
    c) Above the Wing: a three hundred dollar ($300) credit to be used to purchase new uniform pieces.
2. The credit will replenish on an annual basis but will not carry over from year to year.
3. Employees may purchase additional uniform items at any time at his or her own cost to be paid solely via credit or debit card.
4. An employee will be allowed to wear a CWA lapel pin on his uniform while on duty.

D. Protective gear will be provided by the Company, as follows:

1. Hearing protection, safety vests, rain gear, and other necessary safety equipment, are provided to employees. Replacement of the above items will be reviewed and approved on an as-needed basis.
2. The Company may elect in the future to offer a Company approved protective footwear option, whereby employees could purchase such footwear at a discounted price to be paid solely via credit or debit card.
3. Company uniform policy will apply to the extent it does not conflict with the above.
4. In the event that the Company issues new uniforms, existing employees will receive an allotment of three (3) pants, three (3) shirts and if required, additional mandatory uniform items, in lieu of the applicable annual allotment specified in paragraph C. above.

Article 26:
SAFETY AND HEALTH

A. All employees will be required to observe all safety regulations and policies issued by the Company and to work in a safe manner. All employees will be briefed on applicable safety regulations and policies.

B. The Company will maintain safe and sanitary conditions in all work areas. Company vehicles and equipment will be inspected in accordance with state and airport regulations and will be maintained in safe working order. An employee will immediately notify the Company of an unsafe or unsanitary area or condition and will suffer no retaliation from the Company or the Union for doing so.

C. The Company will furnish first aid equipment and necessary safety devices and protective equipment for employees.

D. The Company will permit the Union to participate in location-specific and/or multi-workgroup safety committee meetings (i.e., Hub - Passenger Service and Fleet Safety Meetings) hosted by the Company that involves the Company's Passenger Service Agents. In addition, the Company will meet with the Union's system-wide Safety Committee Representatives at least semi-annually. For the purposes of these meetings, the Union may appoint two (2) individuals to participate as committee members.

E. The Company will pay a fine levied against an employee through no fault of his own for operating a Company vehicle within the scope of his employment that fails to comply with state or airport regulations. Employees seeking indemnification under this provision must immediately notify the Company in writing and provide a complete copy of the violation and/or citation. Employees failing to do so shall not be entitled to the benefit of this provision.

F. The Company will attempt to provide a break room.

Article 27:
DISCIPLINE AND DISCHARGE

A. An employee required by the Company to attend a meeting that may result in his discipline or discharge will be, upon request, entitled to the presence of a Union Representative (in person or via phone), provided that the Union Representative's presence will not cause a delay in the meeting or interfere with the operations of the Company. At such a meeting, the Union Representative will be entitled to ask questions at the end of the meeting and make a statement in the assistance of the employee.

B. No employee who has successfully completed his probationary period will be disciplined or discharged without just cause.

C. No discipline will be issued without the employee being advised in writing of the basis of the charge(s) against him leading to such action. Such notice, or notice of any other disciplinary action, shall be presented to the employee not later than forty-five (45) days from the time of the occurrence or no more than forty-five (45) days from the date that the Company became aware of the occurrence, whichever is later.

D. Employee(s) may be suspended from service with or without pay pending an investigation.

E. The Company shall reserve the right to establish reasonable rules for the conduct of employees not inconsistent with the terms of this Agreement.

Article 28:
REPRESENTATION

A. The Union may select and designate an appropriate number of representatives in the respective fields, stations, departments and other working units as may be necessary for the purpose of representing the employee under the terms of this Agreement, or in accordance with the Railway Labor Act, as amended.

B. The Union will notify the Company in writing of the names of its Accredited Representatives and Local Officers or any other Union Officials that may be appointed to represent Envoy employees at each station and any changes in the personnel thereof.

C. Accredited Representatives or Local Officers of the Union will upon advance notice and coordination with Local Management, have access to the premises of the Company where employees hereunder are located, for the purpose of investigating grievances or other matters directly connected with the operations of the Agreement and its procedures for the settlement of any dispute. These visits will be conducted in a manner which does not disrupt or cause a delay in the operation.

Article 29:
GRIEVANCE PROCEDURE

A. A Union Representative or designated Company Official who believes that any provision of this Agreement has not been or is not being properly applied or interpreted and which has not yet become the subject of an actual grievance, will have the right within ten (10) days after such alleged misapplication or misinterpretation has been ascertained to protest such violation, in writing, to the other party, who will evaluate such protest and render a decision in writing within fifteen (15) days. If no settlement is reached in accordance with the time limits of this paragraph, either party may utilize the grievance procedure below.

1. Prior to the filing of a grievance, an employee is encouraged to discuss any matter with his Supervisor (or Manager in stations with no Supervisor) in an effort to resolve the issue. The employee may request the presence of a Union Representative at such meeting provided the Union Representative's presence will not cause a delay in the scheduling of the meeting or interfere with the operations of the Company.
2. Any meeting conducted in accordance with this Article may be held via conference call at the request of either the Company Representative or the Union Representative.
3. Should any difference between the Company and any non-probationary employee as to the meaning and application of the Agreement, or if any other controversy or grievance arises, including those that are not resolved through informal discussions pursuant to Paragraph 1 above, then such difference shall be resolved in the following manner:

Step 1:

a) The employee, with or without his Union Representative, and/or the Union having such grievance, shall present the grievance to the employee's immediate Supervisor within fourteen (14) calendar days of the action giving rise to the grievance, using the grievance form. The Supervisor shall arrange the date and time of the meeting. Should an employee desire that a Union Representative be present to discuss the grievance he/she will notify the Union to arrange for a representative to attend the meeting.

b) The hearing will be scheduled no later than twenty-one (21) calendar days after the date the grievance was filed.

c) The Supervisor/Management designee will provide a written response to the grievance (whether resolved or not) within ten (10) calendar days following the hearing.

d) If the grievance is not satisfactorily settled, then the grievance may be appealed to Step 2.

e) Notwithstanding the foregoing, any grievance involving discharge only will be submitted to initially to Step 2.

Step 2:

a) If not resolved at Step 1, the grievance may be appealed in writing by the Union Representative to the next level (General Manager/Director or his designee) within seven (7) calendar days of the Step 1 decision.

b) The General Manager/Director or his designee shall meet with the Union Representative, and/or Union's Designee and the aggrieved employee if available within twenty-one (21) calendar days following the notice of appeal.

c) The General Manager/Director or designee shall provide an answer in writing via email, or in cases of termination, to the grievant's home address as provided on the grievance form with a copy to the Union, within ten (10) calendar days following the Step 2 hearing.

d) If the grievance is settled or withdrawn, the Union Representative and the Company will put the withdrawal or settlement in writing on the grievance form. If the grievance is not satisfactorily settled, then the grievance may be appealed to Step 3.

Step 3:

a) If not resolved at Step 2, the Union may appeal to the designated Employee Relations Representative or his designee. Any such appeal must be in writing and must be submitted within seven (7) calendar days following the receipt of the General Manager/Director designee written response. In order for said notice of appeal to be proper and valid it must be sent by the Union to the designated Employee Relations Representative or his designee and the affected General Managers/Director designee of the location at which the grievance occurred.

b) A hearing will be scheduled at a mutually agreeable time and date for the Union Representative and designated Employee Relations Representative or his designee, but in no case shall be later than twenty-one (21) calendar days after the Step 2 decision is received. The employee and his General Manager/Director designee will make a good faith effort to resolve the grievance.

c) The Employee Relations Representative or his designee will provide a written response to the grievance (whether resolved or not) within ten (10) calendar days following the hearing.

d) If the decision issued by the Employee Relations Representative or his designee representative in Step 3 is not satisfactory, the Parties by mutual agreement may advance the grievance to the mediation process as described in paragraph B below, Mediation Process. Should there be no mutual agreement to utilize the mediation process the grievance may be appealed to the Envoy Air, Inc. System Board of Adjustment as provided for in Article 30 of this Agreement; provided however, said appeal is submitted within thirty (30) days of receipt of the decision rendered by the Company or by his designee.

4. All grievances must be submitted as provided in Step 1 above within fourteen (14) calendar days of the Company's action giving rise to the grievance, or the grievance shall be considered to be waived and may not thereafter be submitted for adjustment in any forum. Any grievance that is not appealed from one Step of the grievance procedure to the next Step within the time limits set forth above (unless mutually extended by written agreement) shall be considered settled on the basis of the last decision given and shall not be subject to further adjustment in any forum or collective bargaining. Should the Company fail to meet any of the aforementioned time limits, it will advance to the next appeal Step.

5. Notwithstanding the foregoing, the Union or the Company may file a grievance affecting multiple employees directly to the System Board of Adjustment within fourteen (14) calendar days from the day that it has knowledge of the action giving rise to the grievance.

B. Mediation Process

The Parties, by mutual agreement, may attempt to resolve a grievance that has been appealed to the System Board process set forth in Article 30 of this Agreement through the following mediation process:

1. The issues mediated will be the same as the issues the Parties have failed to resolve through the grievance process. Multiple grievances may be submitted to mediation together if mutually agreed to by the Parties. The presentation of evidence is not limited to that presented at any previous step of the grievance procedure. The rules of evidence will not apply and no transcript of the mediation conference shall be made.

2. The grievant(s) will have the right to be present for the presentation of the case. Other attendees will include those individuals needed to present the Parties' positions and to reach agreement with the authority to bind their respective Parties. Non-participating observers will not be admitted except by mutual agreement of the Parties.

3. The Company and the Union shall each appoint a principal spokesperson for the mediation conference.
4. The mediator has the authority to meet both jointly and separately with the Parties; however, the mediator has no authority to compel resolution of the grievance.
5. Any grievance settled during a mediation conference that is intended to be non-precedent setting shall be so stated in a jointly executed settlement agreement.
6. If no settlement is reached during the mediation conference, the mediator shall provide the Parties with an immediate oral advisory decision involving the interpretation or application of the collective bargaining agreement, together with the reasons for his decision, unless both Parties agree that no opinion shall be provided.
7. The advisory decision of the mediator, if accepted by the Parties, shall not constitute a precedent, unless the Parties agree otherwise.
8. Any written material or documentary evidence presented to the mediator or to the other party shall be returned to the party presenting that material at the end of the mediation conference.
9. In the event that a grievance, which has been the subject of a mediation conference, is subsequently heard before a system board under Article 30 of this Agreement, the mediator may not serve as the arbitrator, nor may he be called as a witness by either party in such proceedings. During the system board proceedings on such a grievance, no reference will be made to the fact that the grievance was the subject of a mediation conference; nor will there be any reference to statements made, documents provided, or actions taken by either the mediator or the participants during the course of a mediation conference, unless the party offering such statements, documents or actions would have had access or entitlement to them outside of the mediation conference.
10. By agreeing to schedule a mediation conference, the Parties are not waiving any procedural arguments that they may have regarding the case. Both the Company and the Union reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement to schedule such a conference.
11. All Parties in the mediation conference, including the mediator, are barred from disseminating information pertaining to the conference and/or individual grievances to the public, the media or like source.
12. All mediation fees and expenses will be shared equally between the Parties. The mediation conference will be held in the same location, as would a System Board Hearing, unless the Parties mutually agree upon another location. Each of the Parties will assume the compensation, travel expense and other expenses of the mediation participants brought by that party. The grievant, or grievants if multiple grievances are being mediated, and a Union Representative, who are employees of the Company shall receive free round-trip transportation via positive space status over the Company system from the point of duty or assignment to the location of the mediation, in accordance with Company travel policy and to the extent permitted by law.
13. Mediators will be selected by mutual agreement of the Parties. If the Parties are unable to agree to a mediator or a grievance is not resolved in the mediation process, then the Parties shall proceed pursuant to the system board process under Article 30 of this Agreement unless the grievance is withdrawn.

Article 30:
SYSTEM BOARD OF ADJUSTMENT

A. There are hereby established, pursuant to the provisions of the Railway Labor Act, as amended, boards of adjustment, called the Envoy System Board of Adjustment (the "Envoy System Board").

B. The Envoy System Board will be composed of three (3) members, one (1) selected by the Company, one (1) selected by the Union and an impartial arbitrator jointly selected by the Parties. In the event the Parties are unable to agree on a selection of an arbitrator, either party may request the National Mediation Board to provide a list of seven (7) neutrals. The Parties will select one (1) neutral to serve as the third (3rd) member of the board by alternately striking names from the list submitted by the National Mediation Board, with the first strike being determined by the toss of a coin.

C. The Company or the Union will have the right to change its representative provided only that the designation of the representative for any particular dispute must be made prior to the start of the scheduled hearing, unless extenuating circumstances require a change.

D. The Envoy System Board will have jurisdiction only over disputes between the Company and the Union or any employee governed by this Agreement growing out of grievances involving interpretations or applications of this Agreement as well as discipline and discharge cases arising under this Agreement.

E. A dispute submitted to the Envoy System Board will be in the form of a request submitted by either party stating the position of the party submitting the grievance. Union submissions will be submitted to the Company's Labor Relations Department and will be assigned a case number.

F. The Envoy System Board will docket cases for hearing based upon the chronological order such grievances are received unless agreed to otherwise, with hearings scheduled on dates mutually agreeable to the Company and CWA. The System Board hearings will generally be held in DFW unless a different location is agreed upon by the Board members.

G. The Board may summon any necessary witness(s) and relevant non-confidential records of the Company and the employee involved.

H. The advocates will exchange all documents they may enter and the names of witnesses they may call in their direct case no later than forty-five (45) calendar days prior to the date set for all Envoy System Board hearings. Upon mutual agreement, both Parties may waive the days for document exchange and witness names as listed above. Additionally, nothing shall prevent either party from exchanging any or all documents and witness names prior to the calendar days listed above.

I. A majority vote of the Board will provide full and complete authority to compromise and otherwise settle any and all grievances presented to it. Any settlement or agreement reached on any grievance will be binding upon the Union, the employee, and the Company. A majority vote of all members of the Envoy System Board panel, as provided herein, will be competent to make a finding or decision with respect to any dispute properly submitted to it and such finding or decision will be final and binding upon all Parties, including the grievant(s), to such dispute.

J. The Envoy System Board panel will have no power to amend or modify this Agreement or any written agreements or addenda supplementary hereto or to establish any new terms or conditions of the same.

K. The Envoy System Board will keep a complete and accurate record of all matters submitted for its consideration and of all findings and decisions made. Such findings and decisions of the Board will be stated in writing and, in each case, a copy of the finding or decision will be furnished to the Company, the Union, and such employees who are a party to the dispute.

L. All hearing expenses of the Board including those incurred by the arbitrator in the determination of the dispute as herein will be borne one-half by the Company and one-half by the Union. The salary or compensation of the members of the Board, if any, will be paid by the Parties selecting such member; except that Board members who are employees of the Company will be granted necessary leaves of absence without loss of pay to attend Board meetings.

M. Board members who are employees of the Company shall receive free round-trip transportation via positive space status over the Company system from the point of duty or assignment to the location of the System Board hearing, in accordance with Company travel policy and to the extent permitted by law.

Article 31:
UNION SECURITY AND MAINTENANCE OF MEMBERSHIP

A. Each employee now or hereafter employed in any classification covered by this Agreement shall, as a condition of continued employment, within sixty (60) days following the beginning of such employment or the effective date of this Agreement, whichever is later, become a member of, and thereafter maintain status as a, "Member in Good Standing" (as defined in paragraph A.1. below) in the Union except as provided otherwise herein. Such condition will not apply with respect to any employee to whom such membership is not available upon the same terms and conditions as are generally applicable to any other member of the employee's classification, or with respect to any employee to whom membership is denied or terminated for any reason other than the failure of the employee to tender dues uniformly required of other members of the classification, as a condition of acquiring or retaining membership.

1. In For the purposes of this Article, a "Member in Good Standing" will mean any employee who is a member of the Union and is not more than sixty (60) calendar days in arrears in the payment of fees and membership dues (not including fines and penalties), or an agency fee payer not more than sixty (60) calendar days in arrears in the payment of his fees.

2. An agency fee payer is required to pay the Union a service charge for the first month in an amount equal to the Union's regular and usual monthly dues, and for each month thereafter in an amount equal to the regular and usual monthly dues uniformly required as a condition of acquiring or retaining membership. Any employee disputing the calculation of the portion of the applicable service fee corresponding to the Union's costs in negotiation and administering the Agreement and the representation of the employees covered by the Agreement shall communicate such disputes, in writing, to the Union's applicable Secretary-Treasurer who shall handle such disputes in accordance with Union procedures.

B. All rights of an employee under this Agreement and such supplements and amendments as may apply are contingent upon his or her acquisition and maintenance of status as a Member in Good Standing.

C. If any employee of the Company covered by this Agreement becomes delinquent in the payment of this service charge or any Union member becomes delinquent in payment of his dues, the following procedure will apply:

1. The Union will notify the employee in writing by certified mail, return receipt requested, that he is delinquent in the payment of the initiation fee and/or membership dues or agency fees, as specified herein, and accordingly, is subject to discharge as an employee of the Company. Such letter will also notify the employee that he must remit the required payment within thirty (30) calendar days of the date of the mailing of the notice, or be subject to discharge. This provision will be deemed to be complied with if the Union sends, but the employee refuses receipt of the above mailing.

2. If upon the expiration of the thirty (30) calendar day period, the employee still remains delinquent, the Union will certify, in writing to the Vice President – Legal, Labor and Employment of the Company, or his designee, with a copy to the employee, that the employee has failed to remit payment within the grace period allowed and is therefore to be discharged. The Vice President – Legal, Labor and Employment, or his designee, after being presented with the appropriate documentation will take proper steps to discharge such employee from the services of the Company.

3. An employee discharged by the Company under the provisions of paragraph D. of this Article will be deemed to have been terminated for just cause.

D. Any discharge under the terms of this Article will be based solely upon the failure of the employee to pay or tender payment of initiation fee and membership dues or agency fees, as specified in this Article, and not because of denial or termination of membership in the Union upon any other ground.

E. Any grievance by an employee concerning the interpretation or application of the provisions of this Article will be exclusively between the employee and the Union pursuant to any internal Union policies or procedures.

F. The Union agrees that it will indemnify the Company and save the Company harmless from any and all claims and costs, which may be made by the employee or employees against the Company by virtue of the wrongful application or misapplication of any of the terms of this Article.

G. The Company will not interfere with, restrain or coerce employees because of membership or lawful activity in the Union, nor will it by discrimination in respect to hire, tenure of employment or any term or condition of employment, attempt to discourage membership in the Union.

H. The Union agrees that neither the Union nor its members will intimidate or coerce any employee in respect to his right to work, in the proper exercise, performance, or implementation of his duties and responsibilities with the Company, or in respect to Union activity or membership.

I. The Company agrees to deduct from the pay of each employee who voluntarily executes the check-off form on or after the effective date of this Agreement and remit to the Union the membership dues uniformly required by the Union.

J. When a member of the Union properly executes such "Check-Off Form," the Union will forward an original copy to the appropriate official as designated by Envoy Air Inc. Any Check-Off Form which is incomplete or improperly executed will be returned to the Local Union Office which submitted it. Any notice of revocation as provided for in this Article or the Railway Labor Act, as amended, must be in writing, signed by the employee and delivered by certified mail, addressed to their respective Local Union Office. Each Local Union Office will forward a copy to the appropriate official as designated by Envoy Air Inc. for future Union dues withholding. Check-Off Forms and notices received by the Company will be stamp-dated on the date received and will constitute notice to the Company on the date received, and not when mailed.

K. When a Check-Off Form, as specified herein, is received by the Company as provided above on or before a given payday, deduction will be made and will commence with the second regular paycheck following said payday, and will continue thereafter until revoked or cancelled as provided in this Article. The Company will remit to the Union a check in payment of all dues collected on a given payday, on or as soon after the payday as possible but in no case later than the month following the calendar month in which the dues were deducted. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of Union membership dues to the Union will be accompanied by a list of member's first name, last name and middle initial (if Applicable), amount of dues, assessment or fees deducted, employee numbers, station location, base rates, classification, and status of full-time or part-time, mailing address, date of hire, and Local Union number. Additionally, the Company will supply information concerning employees who are on leave of absence, have accepted a position outside the bargaining unit, or have terminated employment with the Company. The Company will further provide a list of any employees covered by this Agreement not on the Check-Off to the Union on a monthly basis. The statement will be transmitted in electronic format. The Company will remit all dues and fees for employees who are members of CWA locals or agency fee payer to the CWA in a single remittance.

L. When new employees are hired into classifications covered by this Agreement, the Company will furnish to the Union the names, home addresses and location of employment of such employees within thirty (30) calendar days after they are hired. The Company will make arrangements for all new employees coming under this Agreement to have up to two (2) hours during regular working hours to meet with Union Representatives for the purpose of orienting the new employee to the terms of this Agreement. Such meeting will be scheduled in the first week of employment.

M. No deduction of Union dues will be made from the wages of any employee who has executed a Check-Off Form and who has been transferred to a job not covered by the Agreement, or who is on leave without pay. Upon return to work within a classification covered by this Agreement, deductions will be automatically resumed provided the employee has not revoked the assignment in accordance with this Article, and provided it is in accordance with the other appropriate provisions of this Article and of the Railway Labor Act, as amended.

N. An employee who has executed a Check-Off Form and who resigns or is terminated from the employ of the Company for reasons other than layoff will be deemed to have automatically revoked his assignment and if reemployed, further deductions of Union dues will be made only upon execution and receipt of a new Check-Off Form. Provided, however, that upon return from layoff, leave of absence, or reinstatement from disciplinary discharge to work within a classification covered by this Agreement, deductions will be automatically resumed. In cases where Check-Off is not reinstated by the Company due to mechanical or software errors, the Company will collect the back dues at a maximum of fifty ($50) dollars per month and remit to the Union, provided the employee has not revoked the assignment in accordance with this Article, and such deductions are in accordance with the other appropriate provisions of this Article and of the Railway Labor Act, as amended.

O. Collection of any back dues owed at the time of starting deductions for any employee, and collection of dues missed because the employee's earnings were not sufficient to cover the payment of dues for a particular pay period, will be the responsibility of the Union and will not be the subject of payroll deductions.

P. Deductions of membership dues will be made in a flat sum from each paycheck provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues will not extend beyond the period in which his last day of work occurs.

Q. The Union agrees to notify the Company of changes in deduction amounts that affect a group of employees ninety (90) days or more prior to the month in which such changes are to occur. The Union and the Company shall keep each other informed of their respective duly authorized representative for the purposes of this paragraph and shall promptly notify each other of any change of such representatives.

R. Eligible employees of the Company who are members of CWA locals may make voluntary contributions through payroll deduction to CWA's Political Action Fund (PAF), a separately segregated political action committee sponsored by CWA. Eligibility to participate in PAF through the payroll deduction program is restricted to those employees of the Company who are certified by CWA as eligible to participate under applicable federal and state laws. Participation by any such employees shall be on a voluntary basis and employees shall be so informed by the person soliciting their participation on behalf of CWA. The CWA shall be responsible for notifying the Company promptly when any such employee is no longer eligible to participate. Each employee volunteering for PAF will complete a Deduction Form with the dollar amount to be deducted from each paycheck, which will be furnished to the Company. The Union shall deliver a Standard Deduction Form to the Company that the Parties mutually agree complies with applicable law, if any. This will become effective with the implementation of the new payroll system.

Article 32:
AUTHORIZED UNION BUSINESS

A. Union Representatives who are employees of the Company will be allowed necessary time for authorized Union business during working hours at their assigned station, consistent with the needs of service as determined by the Company. Authorized Union business is that relating to the investigation of grievances or potential grievances, disciplinary interviews, disciplinary action hearings and grievance meetings with officials of the Company. In the conduct of authorized Union business, the representative will request permission to be absent from his Station Manager, or designee, provide the reason therefore, and notify his Manager of his return. The conducting of authorized Union business will not interfere with the operations of the Company.

B. No employee selected as steward or representative of the Union will be discriminated against for lawful activity on behalf of the Union.

Article 33:
NO STRIKE - NO LOCKOUT

A. It is the intent of the Parties to this Agreement that the procedures set forth herein and in the Railway Labor Act, as amended, for the resolution of disputes will serve as a means of peaceable settlement of all disputes that may arise between them and that, therefore:

1. From the effective date of this Agreement through thirty (30) days following the date, if any, that the Parties are released from mediation by the National Mediation Board in connection with negotiations for a successor Agreement (the "Release Date"), neither the Union nor the employees covered hereunder, both individually and collectively, will authorize, cause, sanction, or engage in any strike or job action against the Company, illegal picketing of the Company's premises, slowdown, sit-down, walkout, work stoppage, or curtailment of or any interference with work of any kind. If any Local of the Union and/or employee(s) violate this Article, the International Union will immediately take steps to effect a prompt resumption of work and the employee(s) who violate this provision will be subject to discipline, up to and including termination; and

2. The Company will neither cause nor permit any lockout of employees covered hereunder during the term of this Agreement.

Article 34:
GENERAL

A. Within forty five (45) days after signing this Agreement, the Company will publish an electronic copy of this Agreement on the Envoy portal. The Company will provide a formatted copy of the final Agreement to the Union for printing.

B. In the event free parking facilities for employees are not available at airport locations, the Company will assume the monthly parking charge, assessed by the appropriate authority (i.e., airport, port, etc.) for parking in an area designated for employees. This provision will not apply to replacement or original charges to employees for decals, stickers, gate keys, or similar items. Also, where other transportation to and from employee parking facilities is recognized and approved by the Company as an integral part of the employee parking arrangements, that transportation will be at Company expense.

C. No employees will incur any cost associated with the initial issue or renewal of Company or associated Airport/Base required ID badges. Lost badges will be replaced at the expense of the employee.

D. With reasonable advance notice and upon request, an active employee will be granted access to view his individual employee personnel records in the presence of a manager. The employee may be accompanied by a Union Representative. Both the employee and the Union Representative may take hand-written notes, but will be prohibited from making copies or taking pictures of the content of the records.

E. All formal agreements, amendments, deletions and additions to this Agreement will be made by written mutual agreement and signed by the designative representative(s) of the Company and CWA. The Parties shall advise each other in writing of those individuals authorized for this purpose.

F. Depending on the specific job duties being performed, employees covered under this Agreement shall be subject to the Company's DOT and non-DOT drug and alcohol testing policies. Such employees covered under these policies shall be tested in the same manner as other employees who are not represented by the CWA but are also subject to testing under each respective policy.

G. A place shall be provided inside of each station marked "Communications Workers of America" where official Union notices of interest to the employees may be posted. However, no political circulars or advertisements will be posted and no postings will contain anything of a defamatory or personal nature attacking the Company, its Parent or affiliates (including subsidiaries of its Parent), employees or representatives.

H. It is understood wherever in this Agreement employees are referred to in the masculine gender, it shall be recognized as referring to both male and female employees.

Article 35:
DURATION OF AGREEMENT

A. This Agreement shall become effective as of August 15, 2019 unless specified otherwise herein. It shall continue in full force and effect until and including February 14, 2026 and shall renew itself until each succeeding February 15 thereafter, except that a written notice of intended change may be served in accordance with Section 6, Title 1 of the Railway Labor Act, as amended, by either party hereto at least ninety (90) days prior to the amendable date. If notice of intent to amend is made, conferences between the Parties will commence no later than sixty (60) days prior to February 15, 2026, unless mutually agreed to otherwise by the Parties.

For the Company:

Chris Papakyrou

Vice President - Legal | Labor | Employment

Kevin Ward

Vice President - Envoy Airport Services Planning

Charles Davis

Regional Managing Director

Renae Clemens

Labor Relations Counsel - Ground

Marge Krueger

Director of Airline Passenger Service

Pat O'Neil

Staff Representative

De Anna Davis

Negotiating Committee

Michael Chris Haight

Negotiating Committee

James McKnight

Negotiating Committee

Janet Padgett

Negotiating Committee