

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT

AGREEMENT

Between

ENVOY AIR INC.

and the

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO

Covering

Aircraft Maintenance Technicians, Inspectors, Tool and Die Mechanics, Ground Support Technicians, Repairmen, Aircraft Maintenance Cleaners and Inventory Control Specialists

Effective – **Date**

This Agreement is made and entered in accordance with the provisions of the Railway Labor Act, as amended by and between ENVOY AIR INC. hereinafter collectively referred to as the "Company", and the TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO, hereinafter known as the "Union".

ARTICLE 1 - RECOGNITION AND SCOPE

Tentative Agreement – 02/16/22

- A. In accordance with Recognition Agreements between Simmons Airlines, Inc. and Transport Workers Union of America dated April 17, 1989, and Flagship Airlines Inc. and Transport Workers Union of America dated April 17, 1989, and Executive Airlines, Inc. and Transport Workers Union of America dated May 9, 1990, and AMR Eagle Regional Aircraft Maintenance Center, Inc. and Transport Workers Union of America dated March 1, 1997, the Company hereby recognizes the Transport Workers Union of America, AFL-CIO as the sole bargaining agent for Aircraft Maintenance Technicians, Inspectors, Ground Support Technicians, Aircraft Maintenance Cleaners and Inventory Control Specialists employed by the Company, and in their behalf to negotiate and conclude an Agreement with the Company with respect to rates of pay, rules and working conditions for all employees covered under this Agreement in the Title Groups set forth in Article 10 who perform the work at Transport Workers Union designated locations.
- B. This Agreement is binding upon the parties hereto and their successors and assigns.
- C. It is understood and agreed that supervisors and other employees may assist in the performing of any work that may be necessary to complete a particular operation. This provision will not be used on a routine basis but will cover those instances wherein short-term

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help is required to complete the operation in question and due to the nature of the operation, overtime from the work unit is not readily available.

D. Contracting Out of Work - The Company reserves the right to contract in or 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; provided however, that the Company will not layoff any employee covered by this Agreement solely by reason of the fact that the work ordinarily done by such employee has been contracted out. It is understood and agreed that should the Company at such time not have the manpower, facilities or tooling to do a particular job, such work may be contracted out without limitations. Whenever in the Company's sole judgment, the volume of work at any outstation is sufficient to justify a permanent maintenance base there, then the Company will offer to employees covered by this Agreement, the right to bid on such work. The Vice President, Maintenance of Envoy Air Inc. or his designee, will provide a quarterly report to the Director of the Air Transport Division, Transport Workers Union, listing the aircraft maintenance work that has been contracted out during the previous quarter.

E. In the event that the Company is a party to any merger, purchase, sale or acquisition, consolidation, reorganization or similar corporate transaction, the

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Company will meet with the Transport Workers Union to discuss the merger, purchase, sale or acquisition, consolidation, reorganization or similar corporate transaction. The Company will provide the Transport Workers Union with information concerning the proposed merger, purchase, sale or acquisition, consolidation, reorganization or similar corporate transaction at the earliest practical time to allow the Union to prepare for those discussions. Those discussions will include the impact of the merger, purchase, sale or acquisition, consolidation, reorganization or similar corporate transaction upon Transport Workers Union represented employees.

- F. In the event that the Company is a party to any merger, purchase, sale or acquisition, consolidation, reorganization or similar corporate transaction, and a satisfactory Agreement between the parties is not reached in regard to seniority integration, the Company will agree to utilize the procedure as set forth in paragraph H. below.

- G. In the event that Envoy Air Inc. is integrated with any AMR affiliate, the parties representing each bargaining unit will meet to determine seniority integration. If a satisfactory Agreement between the parties is not reached in regard to seniority integration, the Company will agree to utilize the procedure as set forth in paragraph H. below.

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- H. In the event of failure to reach a negotiated resolution, the seniority integration dispute will be resolved by a neutral arbitrator in accordance with Section 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions.

- I. Successorship — In the event that the Company is a party to any merger, purchase, sale or acquisition, consolidation, reorganization or similar corporate transaction, the Company will agree to use its best efforts to ensure that the purchaser recognizes the Transport Workers Union as the sole collective bargaining agent of the employees covered by this Agreement, accepts the terms of the collective bargaining agreement then in effect, and accepts the Transport Workers Union represented employees transferred with such transaction.

ARTICLE 2 – DEFINITIONS

Tentative Agreement – 03/03/23

- A. "Employee" will mean an employee in the classifications covered by this Agreement.
- B. The term "Hereunder" as used in this Agreement will be construed to mean and read "under all applicable provisions of this Agreement".
- C. "He" or any other pronoun used herein will be deemed and understood to designate any employee hereunder, whether male or female.
- D. The word "Qualification" as used herein will mean all requirements and / or qualifying tests, which may be deemed necessary by the Company for a particular type of work to be performed.
- E. A "Crew" is defined as a group of employees in a particular shop working under either a Crew Chief or Supervisor/Manager.
- F. A "Shop" as referred to in this Agreement will be defined as, but not limited to, "the area or work group that the particular employee is assigned to "i.e., aircraft maintenance, line maintenance, inspections, base shop, avionics / instruments, ground support, cleaners, sheet metal and stores.
- G. The term "License" as used herein will mean all requirements and / or qualifying tests, which may be

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deemed necessary by the Company or governmental regulation when applicable to the work performed by an employee.

- H. "Base Rate of Pay", "Base Hourly Rate", "Regular Pay", or "Pay as If Working" will be defined as an employee's rate as shown in Article 4 including any applicable, classification premium and classification / location premium. The following are excluded from base rate of pay: license premium, shift differential and higher capacity pay premium.
- I. "Company Seniority Date" will be defined as the employee's hire date with the Company.
- J. "Classification Seniority Date" will be defined as an administrative date that determines the placement of an employee on the applicable pay step and scale.
- K. "Title Group Seniority" or "Occupational Seniority" will be defined as the employee's date of assignment in a title group and will accrue as outlined in the provisions of the Labor Agreement. Such occupational seniority will govern shift preference.
- L. The term "Emergency" will herein mean a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.

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- M. The term "Field Work" is intended to refer to Road Trip and / or Temporary Duty Assignment.
- N. The term "Temporary Duty Assignment" or "TDY" will herein mean a voluntary assignment to a station other than the station the employee is normally assigned in order to support operations for a known period of time.
- O. The term "Road Trip" or "RT" will mean an assignment to a location other than the station at which the employee is normally based during which the employee will perform maintenance on a specific aircraft or equipment, or an Inventory Control assignment, for the period of time necessary to complete the assignment.
- P. "Will" has the same meaning as "Shall".
- Q. "AMR EAGLE CARRIER", "COMPANY" OR "COMPANIES" means AMR Eagle Holding Corporation and a carrier(s) owned by AMR Eagle Holding Corporation, including, but not limited to, Envoy Air Inc. or Executive Airlines, Inc. provided that in the event of a divestiture of any form from AMR Corporation, "AMR Eagle Carrier", "Company", or "Companies" shall mean the successor entity resulting from such a divestiture, in which case all references to "AMR Eagle Carrier", "Envoy Air Inc.", "Executive Airlines", "Company", and/or "Companies" shall be replaced with the name of the successor

entity.

- R. "Successor" will include, without limitation, any assignee, purchaser, transferee, administrator, receiver, executor, and / or trustee of the Company or of all or substantially all of the equity securities and / or assets of the Company.
- S. "Successorship Transaction" means any transaction, whether single-step or multi-step that provides for, results in, or creates a successor.
- T. "Affiliate", as used in this Agreement means:
1. Any entity that controls the Company or any entity that the Company controls and / or
 2. Any other corporate subsidiary, parent, or entity controlled by or that controls any entity referred to in T.1. of this paragraph.
- U. "On Call" will mean an employee who has been instructed to remain or stand by at a station, shop, hangar, or other location, in order to begin work immediately upon the work becoming available.
- V. "Meet and Confer" will mean an obligation to meet and provide information relating to a specific issue with the intent of resolving such issue.

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W. "Base Maintenance Employees" will mean employees working in a location where heavy maintenance is performed.

ARTICLE 3 - NON-DISCRIMINATION AND MANAGEMENT RIGHTS

Tentative Agreement – 04/29/21

- A. The Company and the Union agree to make it a matter of record in this Agreement that in accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees hereunder regardless of sex, age, color, race, religion, sexual orientation, disability, veteran status or national origin.

- B. No employee covered by this Agreement will be interfered with, restrained, coerced, or discriminated against by the Company, its officers or agents, because of membership in 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

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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 4 - COMPENSATION

Tentative Agreement – 03/06/23

During the period of this Agreement, the rates of pay for the classifications covered hereunder which are incorporated herein and made part of this Agreement.

A. Flexible Hiring Rates

1. In the event that the Company, in its sole discretion, finds that any or all of its starting rates as specified below, are non-competitive with local market starting rates for similarly situated jobs, the Company may hire applicants in any classification(s) hereunder at any station, base or location at rates of pay higher than those starting rates specified below. As market conditions change, the Company may, at its sole discretion, change its designated starting rate. Such designated starting rate may be higher or lower than previous starting rates; however, such starting rate may not be lower than the first step or higher than the maximum hourly rate in the applicable pay scale.
2. In those stations, bases or locations where higher starting rates of pay are designated in accordance with paragraph A.1. above, all employees in that classification at that station, base or location who are receiving less than the new designated starting pay will have their rate of pay concurrently increased to the new designated higher starting rate for that classification in that station, base or

location.

3. Any employee, who voluntarily transfers to a station, base or location that is not utilizing the Flexible Hiring rate at the time of transfer, will have his rate of pay reduced to the appropriate step, as if he had never received the Flexible Hiring rate. The same concept would apply for an employee who voluntarily transfers from a station, base or location that is not exercising the Flexible Hiring rate to a station, base or location that is utilizing the Flexible Hiring rate. In this case, the employee's pay rate would be adjusted to reflect the Flexible Hiring rate being exercised in that station, base or location.
4. An employee who transfers to or from a station/base/location which has an adjusted starting rate of pay for his classification will have his rate of pay adjusted upward or downward to conform to the rate of pay received by an employee with the same classification seniority at his new station/base/location. The adjusted rate may not be less than Step 1 nor higher than the maximum hourly rate in the applicable pay scale.

B. Classification/Location premium

1. If the Company determines that any or all of its rates of pay in Article 4 (Compensation), at any station, base, location or classification, are non-

competitive with local market rates for similarly situated jobs, the Company may implement a Classification/Location Premium.

2. The Company will determine the amount and which classification(s) within a station, base or location will be eligible for the Classification/Location Premium. Such premium will not be compounded in the computation of overtime. The amount of Classification/Location Premiums may vary by classification within the same station, base, or location. When an employee travels to another base on a temporary duty assignment (TDY), they will be paid whichever rate is higher, their base Classification/Location premium, or that of the TDY base.
3. As market conditions change, the Company may cease utilization of a previously established Classification/Location Premium. Employees already receiving such a premium will continue to receive it except as provided under paragraph 4 directly below.
4. Any employee receiving a Classification/Location Premium who voluntarily or involuntarily transfers or is displaced to a station, base, location or classification that is not utilizing a Classification/Location Premium will, at the time of transfer, have his rate of pay reduced to the

appropriate pay rate (and vice versa).

C. Aviation Maintenance License Premium

1. Employees in the classifications of Inspector, Crew Chief, Aircraft Maintenance Technical Crew Chief, and Aircraft Maintenance Technician will receive a premium of one dollar and fifty cents (\$1.50) per hour for the first license held and an additional one dollar and fifty cents (\$1.50) per hour for the second license held where the license(s) is required by the Company for the work performed. Except as set forth in Letter H, Aircraft Maintenance Technicians who bid to and are awarded positions in the base maintenance support shops will be considered Repairmen and will not be eligible to receive any license premium(s) for hours worked in the base maintenance support shops. (Reference Letter H). Licensed Repairmen shall continue to receive all applicable license premium(s) that an Aircraft Maintenance Technician would receive under this Article for all hours worked outside the base maintenance support shops.
2. Regardless of the number of license(s) an employee may hold; i.e., Airframe, Powerplant or Avionics (also known as FCC) or the Company may require, the license premium pay will not exceed three dollars (\$3.00) per hour. The premium paid is to include accruals for PDO pay and holiday pay.

License premium pay will not be compounded in the computation of overtime rates.

D. Shift Differential

1. An employee assigned to a shift which begins at or after 1500 (or the majority of the shift hours are after 1500) and before 2000 will receive a shift differential of twenty-five (25) cents per hour for all hours worked.
2. An employee assigned to a shift which begins at or after 2000 (or the majority of the shift hours are after 2000) and before 0500 will receive a shift differential of forty-five (45) cents per hour for all hours worked.
3. Shift differential will only be payable for actual hours worked (i.e., not included with PDO pay, etc.) and will not be compounded in the computation of overtime.

E. Classification Premium

1. An employee covered under this Agreement in the positions of Crew Chief, Inspector, or "Technical Crew Chief will receive two dollars (\$2.00) per hour premium for all hours. Such premium will be compounded in the computation of overtime.

2. An employee covered under this Agreement who has completed the "Train the Trainer" course and conducts on the job training requirements shall receive one dollar and fifty cents (\$1.50) premium for all hours he conducts the training. Such premium will not be compounded in the computation of overtime.

F. Rates of Pay

1. During the duration of this Agreement, the regular rate of pay of the classifications covered hereunder is specified below.
2. For employees covered under this Agreement, progression from one step to the next will be based on twelve (12) months of service in each step within a classification.
3. An eight percent (8%) signing bonus, less applicable taxes and withholdings, will be paid to active employees on the seniority list as of DOS based on employees' 2022 W2 earnings. Four percent (4%) will be paid no later than sixty (60) days after DOS and the remaining four percent (4%) will be paid no later than sixty (60) days after the DOS+6 months. Inactive employees on the seniority list as of DOS will receive their respective bonuses after returning to active service for thirty (30) consecutive days. Employees who leave the

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Company between DOS and DOS+6 months will have their remaining value of four percent (4%) placed in a pool and distributed equally to all remaining eligible employees under this Agreement. This additional distribution will be paid no later than sixty (60) days after the DOS+6 months.

4. 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.

Aircraft Maintenance Technicians

Step	DOS	DOS+12	DOS+24	DOS+36	
1	\$25.00	\$25.50	\$26.01	\$26.53	
2	\$26.50	\$27.03	\$27.57	\$28.12	
3	\$27.50	\$28.05	\$28.61	\$29.18	
4	\$29.50	\$30.09	\$30.69	\$31.31	
5	\$30.50	\$31.11	\$31.73	\$32.37	
6	\$31.50	\$32.13	\$32.77	\$33.43	
7	\$32.50	\$33.15	\$33.81	\$34.49	
8	\$34.50	\$35.19	\$35.89	\$36.61	
9	\$35.00	\$35.70	\$36.41	\$37.14	
	DOS	23-Nov	24-Nov	25-Nov	26-Nov
10	\$35.24	\$36.27	\$37.33	\$38.42	\$39.57

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Ground Support Technicians

Step	DOS	DOS+12	DOS+24	DOS+36
1	\$19.00	\$19.38	\$19.77	\$20.16
2	\$20.06	\$20.46	\$20.87	\$21.29
3	\$21.13	\$21.55	\$21.98	\$22.42
4	\$22.19	\$22.63	\$23.08	\$23.55
5	\$23.25	\$23.72	\$24.19	\$24.67
6	\$24.31	\$24.80	\$25.29	\$25.80
7	\$25.38	\$25.88	\$26.40	\$26.93
8	\$26.44	\$26.97	\$27.51	\$28.06
9	\$27.50	\$28.05	\$28.61	\$29.18

Ground Support Technicians ORD

Step	DOS	DOS+12	DOS+24	DOS+36
1	\$25.81	\$26.33	\$26.86	\$27.39
2	\$26.92	\$27.46	\$28.01	\$28.57
3	\$27.54	\$28.09	\$28.65	\$29.22
4	\$28.15	\$28.71	\$29.29	\$29.87
5	\$28.76	\$29.34	\$29.92	\$30.52
6	\$29.37	\$29.96	\$30.56	\$31.17
7	\$29.98	\$30.58	\$31.20	\$31.82
8	\$30.60	\$31.21	\$31.83	\$32.47
9	\$31.82	\$32.46	\$33.11	\$33.77

Aircraft Maintenance Cleaners

Step	DOS	DOS+12	DOS+24	DOS+36
1	\$14.50	\$14.79	\$15.09	\$15.39
2	\$15.09	\$15.40	\$15.70	\$16.02
3	\$15.69	\$16.00	\$16.32	\$16.65
4	\$16.28	\$16.61	\$16.94	\$17.28
5	\$16.88	\$17.21	\$17.56	\$17.91
6	\$17.47	\$17.82	\$18.17	\$18.54
7	\$18.06	\$18.42	\$18.79	\$19.17
8	\$18.66	\$19.03	\$19.41	\$19.80
9	\$19.25	\$19.64	\$20.03	\$20.43

Inventory Control Specialists

Step	DOS	DOS+12	DOS+24	DOS+36
1	\$16.00	\$16.32	\$16.65	\$16.98
2	\$16.96	\$17.30	\$17.65	\$18.00
3	\$17.98	\$18.34	\$18.71	\$19.08
4	\$19.05	\$19.43	\$19.82	\$20.22
5	\$20.20	\$20.60	\$21.02	\$21.44
6	\$21.41	\$21.84	\$22.27	\$22.72
7	\$22.48	\$22.93	\$23.39	\$23.86
8	\$23.60	\$24.07	\$24.55	\$25.04
9	\$24.78	\$25.28	\$25.78	\$26.30

ARTICLE 5 - PERSONAL DAYS OFF

Tentative Agreement – 03/13-23

- A. Personal Days Off (PDO) hours can be accumulated up to a maximum of 248 hours, to be used in the following calendar year on an individual basis per Article 5.B, below.
- B. Employees hereunder will become entitled to and receive Personal Days Off allowances in accordance with the following:
1. As used herein the term "Year" is used to mean a calendar year.
 2. As of December 31, of each Year, each employee hereunder who has had one (1) year or more of active service with the Company will be entitled to one hundred twelve (112) hours of Personal Days Off to be taken in the following Year.
 3. As of December 31, of each Year, each employee hereunder who has completed five (5) years through nine (9) years of active service with the Company will be entitled to one hundred fifty-two (152) hours of Personal Days Off to be taken the following Year.
 4. As of December 31, of each Year, each employee hereunder who has completed ten (10) years through fourteen (14) years of active service with the Company will be entitled to one hundred sixty-

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eight (168) hours of Personal Days Off to be taken the following Year.

5. As of December 31, of each Year, each employee hereunder who has fifteen (15) years through nineteen (19) years of active service with the Company will be entitled to two hundred eight (208) hours of Personal Days Off to be taken the following Year.
6. As of December 31, of each Year, each employee hereunder who has had twenty (20) years or more of active service with the Company will be entitled to two hundred forty-eight (248) hours of Personal Days Off to be taken the following Year.
7. An employee who, as of December 31 of any Year, who has less than one (1) year of active service with the Company will be entitled to Personal Days Off with pay on the basis of nine hours (9) and twenty (20) minutes accrual for each month of active service with the Company for Personal Days Off to be taken in the following Year.
 - a. In any calendar month, fifteen (15) days or more of service with the Company will be considered a full month and less than fifteen (15) days will not be considered a full month.

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- C. The pay for such Personal Days Off will be at the pay which the employee would normally have received at his base rate of pay including license and any Classification/Location Premium.

- D. Preference for the period in which an employee hereunder will be permitted to take his Consecutive Personal Days Off (CPDO's) will be granted at each station or by shift in order of Company Seniority and classification.

- E. As of December 31, of each Year, each employee hereunder who has completed less than ten (10) years of Company Seniority must bid all but seventy-two (72) hours of Personal Days Off to be used in one-week blocks of time during the following Year. These one-week blocks of time off, or Consecutive Personal Days Off (CPDOs), must be bid-in accordance with F.1 below.

- F. As of December 31, of each Year, each employee hereunder who has completed ten (10) or more years of Company seniority, must bid all but eighty-eight (88) hours of Personal Days Off to be used in one-week blocks of time during the following Year. These one-week blocks of time off, or Consecutive Personal Days Off (CPDOs), must be bid in accordance with F.1 below.

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1. The Company will post requests for CPDO periods preference for the following Year electronically or on Company bulletin boards at each station, base or location no later than October 15th of each year and employees eligible will list their preference no later than November 15th. The posted CPDO periods will include at least one (1) period for each week of the Year. The Company will round to the nearest whole number (up) to determine the number of periods to be provided thereafter. The actual number of periods per week will be determined exclusively by the Company. Where there are ten (10) or more employees in a crew, at least two (2) employees will be permitted to take their CPDO at the same time.

The CPDO periods will be assigned and posted on Company bulletin boards no later than December 1st. Any employee not expressing a preference will be assigned a CPDO period. The Company and Local Union will have the option to establish station bidding procedures, provided they do not conflict with Article 5.D.

2. Upon an employee's request, holidays recognized by this Agreement which fall within a CPDO period will not be considered as part of the CPDO. Holidays falling within a CPDO period (including days off) may, at the employee's option to be taken by extending the CPDO period one (1) day for each

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holiday.

3. CPDO schedules will be awarded by Company Seniority.
4. The actual Personal Days Off during any bid CPDO period will begin on the employee's first scheduled workday following his scheduled days off.
5. CPDO periods not awarded in paragraph F.1. will be awarded for those who are requesting to exchange their awarded CPDO period with an open CPDO period. Open CPDO periods will be posted on bulletin boards and updated every fourteen (14) days. Such request must be made in writing by the 15th of the calendar month prior to the open CPDO period. If two (2) or more employees ask for the same CPDO period, then the employee with the highest Company Seniority will be assigned the period.

G. The remaining seventy-two (72) or eighty-eight (88) PDO hours that have not been bid as CPDOs may be taken for any reason during the following Year, except in Section 3 below.

1. It will be the responsibility of the employee who will be absent from work pursuant to this paragraph to report the fact to his immediate supervisor at least four (4) hours prior to normal shift starting time in

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accordance with local procedures, unless absent from work due to illness or injury, in which case G.2. below shall apply.

2. An employee who fails to report their absence less than two (2) hours prior to their normal shift starting time due to illness or injury may be required to provide medical documentation to substantiate a claimed illness or injury for which PDO is used.
3. Such employee will be paid from their PDO bank if there is time available. If there is insufficient PDO balance to cover the entire absence, the absence will be administered in accordance with paragraph H below.
 - a. The following are considered "Special Days": New Year's Eve, New Year's Day, Super Bowl Sunday, Saturday and Sunday before Memorial Day, Memorial Day, Independence Day, Saturday and Sunday before Labor Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day.

PDOs requested for the "Special Days" must be made at least seven (7) but not more than fourteen (14) days in advance. PDOs requested for the "Special Days" will be paid at straight time and cannot create overtime for the employees.

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When multiple requests are made for Special Days within the same Title Group at the same location, PDO requests will be granted in order of Company Seniority.

- b. An employee who is not granted a "Special Day" PDO under the preceding paragraph, or a Holiday Off (HO) in accordance with Article 6, but who later requests a PDO, is subject to the notice provisions set forth in Article 5.G. and shall be required to provide medical documentation to substantiate the illness or injury for which the requested PDO is being used.
 - c. For holidays recognized by this Agreement, an employee will forfeit any holiday pay if a PDO is used.
- H. In the event the employee calls in PDO and does not have enough PDO hours to cover a shift in its entirety, such employee will be eligible to apply those remaining hours to the shift and will be subject to the attendance control policy.
- I. When an employee transfers to a different classification and/or location, the employee's CPDO period(s) will be carried over if the CPDO period(s) are open. If not open, the employee must select an option per L. 1, 2, 3, or 4 below.

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- J. An employee covered by this Agreement who resigns and has given the Company fourteen (14) days advance notice will be entitled to his earned Personal Days Off pay. This notice provision may be waived by the Company. Upon death, the estate of an employee covered by this Agreement will be paid in a lump sum for all accrued and unused Personal Days Off.

- K. Upon retirement, an employee covered by this Agreement who has accrued and unused Personal Days Off will receive a lump sum payment for his accrued Personal Days Off, in accordance with Article 7G.

- L. The Company reserves the right to cancel CPDO periods if necessary to maintain service and will give as much advance notice as possible to the employee, but at least two weeks. In the event that an employee's CPDO has been cancelled by the Company, the employee will select, at his option to:
 - 1. Reschedule his unused Consecutive Personal Days Off during the same Year, if a slot is available, or
 - 2. Be paid for his Consecutive Personal Days Off period, or
 - 3. Carry his unused Consecutive Personal Days Off over to the following Year, or

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4. Elect to bank the hours in his catastrophic sick bank.

M. At the employee's option, up to forty (40) hours of any remaining Personal Days Off that have not been used by December 31st will be paid to the employee at the employee's base rate of pay on or before February 1 of the following Year. Any unused hours that are not paid out to the employee will be deposited in the employee's catastrophic sick bank, unless the employee is requested by the Company in writing to forego his vacation during the Year in which it is to be taken.

N. The Company will permit an employee to request up to forty (40), hours Personal Vacation Days Off. Personal Vacation Days (PVD's) are defined as Personal Days Off accrued in the current Year for use next Year to be taken in advance for the current Year. The days would then be deducted from next Year's Consecutive Personal Days Off allocation. The days will be granted if manning permits.

O. Employees called to active military duty shall have the option to be paid any unused Personal Days Off / CPDO's prior to their deployment or bank the unused Personal Days Off / CPDO's for use upon their return. Any hours accrued in the employee's catastrophic sick bank are excluded from the aforementioned payout.

ARTICLE 6 – HOLIDAYS

Tentative Agreement – 04/21/22

A. The following holidays will be observed and compensated as set forth herein:

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

The above holidays will be observed on State and National Observance designated days. The above Holidays shall be taken and paid in accordance with this section, and there shall be no "banking" or "moving" Holidays. In addition to the preceding holidays each employee (including a probationary employees) will be entitled to one personal holiday, to be designated at any time during the year by the employee with at least 14 days' notice and will be granted in order of seniority at the fourteen (14) day cutoff based upon operational requirements.

B. An employee who works on any of the above holidays will receive Holiday pay for all hours worked at the base rate of pay (including shift differential and license premium) in addition to any straight time and/or any applicable overtime for all hours worked at in accordance with Article 11.B. or Article 11.C..

C. After all PDO request(s) have been awarded in accordance with Article 5.G.3, an employee may request to be off on a Holiday with at least two (2) days but no more than (5) days' notice in advance and

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will be granted and paid Holiday off (HO) in order of seniority no later than one (1) day prior to the Holiday. The request will be granted based upon operational requirements.

D. Except as provided in Article 5, Personal Days Off, if any of the above holidays fall on an employee's day off, he will be paid as follows:

1. If the employee does not work the scheduled day off, he will receive Holiday Off (HO) pay for his scheduled work hours at the applicable base rate of pay. When a Holiday falls during an employee's CPDO period he will receive Holiday Off (HO) pay at the applicable base rate of pay in addition to CPDO pay.

Example: An employee on a 10-hour, 4-day workweek who is scheduled off on a Holiday will be paid ten (10 hours of Holiday Off (HO) pay.

2. If the employee works overtime on the scheduled day off, he will receive overtime pay pursuant to Article 11.B or 11.C. in addition to any Holiday pay received under this Article 6. For overtime at one and one half (1-1/2) times the base rate of pay the maximum pay shall be two and one half (2-1/2) times the base rate of pay for the day. For overtime at two (2) times the base rate of pay, the maximum pay shall be three (3) times the base rate of pay for

the day.

- E. Payment for a holiday as such will not be made to an employee on a leave of absence or to an employee scheduled to work on such holiday who is not excused from work and who fails to report to work as scheduled.

- F. When the Company determines that all scheduled employees are not required to work on a holiday, employees will be offered the holiday off and be paid at the base rate of pay on the basis of occupational seniority, by classification and shift at that location until the reduced complement is achieved. Once the reduced complement is achieved, if the Company then finds it necessary to increase the complement those employees who were not afforded an opportunity to work by reason of such reduction will be asked to work first in order of occupational seniority, classification and shift prior to utilizing the overtime list.

- G. An employee who is scheduled to work on any of the above Holidays, but is then directed by the Company to take the entire or a portion of the day off from work, will be compensated for all of the scheduled hours on that Holiday at his applicable base rate of pay. In addition, these hours will be considered as time worked for purposes of computing overtime.

ARTICLE 7 - ON THE JOB
INJURY/CATASTROPHIC SICK BANK

Tentative Agreement – 03/07/23

- A. Except as provided in Article 5.J. and 5.K., any hours accumulated and not used are transferred into the employee's catastrophic sick bank. The catastrophic sick bank is time reserved for illness that results in extended periods of absence from the Company. The catastrophic sick bank is to be used as follows:
1. For any continuous sickness/illness/injury requiring an employee to be absent for a period of four (4) or more consecutive days, or for any time an employee who is on FMLA leave for his own serious health condition, the employee will use time from the catastrophic sick bank for all hours the employee is absent from work for that occurrence, until the employee returns to work or exhausts the available hours.
 2. Pursuant to Company policy, an employee who is on FMLA leave to care for an eligible family member with a serious health condition shall exhaust PDO hours and may not use time from his catastrophic sick bank.
 3. Upon exhaustion of an employee's catastrophic sick bank under paragraph A.1. above, an employee may use PDO time in accordance with Article 5.

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4. When catastrophic sick bank hours are used, medical confirmation is required.
- B. Unused PDOs will be cumulative in the catastrophic sick bank up to a maximum of seven hundred twenty (720) hours.
 - C. Injury on duty benefits will be in accordance with the applicable worker's compensation laws.
 - D. Upon retirement an employee who qualifies for employee retirement travel will receive fifty percent (50%) of their Catastrophic Sick Bank hours calculated at their hourly rate of pay deposited into a Health Reimbursement Account (HRA) that will be eligible for use upon retirement.

ARTICLE 8 - MEDICAL EXAMINATIONS

Tentative Agreement – 04/28/21

- A. Any employee hereunder 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.

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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.
- B. If the majority opinion of the Board of 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.
 - C. 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 to the employee.
 - D. The above procedures do not apply in the case of time sensitive examinations, such as random drug testing, when required by law or approved Company plan.
 - E. In instances where the Company requires an examination by a specialist to make the initial determination as stated in paragraph A. above, such costs will be borne by the Company.

ARTICLE 9 – SENIORITY

Tentative Agreement – 12/16/21

- A. Company Seniority will commence with the effective day of placement on the payroll.
- B. All references in this Agreement to seniority will mean Title Group Seniority, also referred to as Occupational Seniority except where specific reference is made to Company Seniority or Classification Seniority.
- C. Occupational Seniority will begin to accrue from the date of first assignment to a Classification, including paid training, within any of the Title Groups enumerated in Article 10 of this Agreement.
- D. If an employee is transferred from one station to another, his seniority will not be broken.
- E. Occupational Seniority will govern all employees hereunder in the case of shift preference (hours / days off), promotion, demotion, transfer, retention in case of reduction in force, and re-employment after release due to reduction in force, provided that the employee's qualifications are sufficient for the conduct of the work in the Classification to which he is assigned.
- F. The parties agree to the establishment of an accurate seniority list for the Title Groups covered by this Agreement, including Company, Classification, and Occupational Seniority. Such list will be updated

regularly and posted electronically.

- G. Resignation, discharge for just cause, or failure to accept recall from layoff will result in forfeiture of seniority and all rights thereto.
- H. An employee or the Union may protest any omission or incorrect posting affecting any employee's seniority within thirty (30) days after electronically posting of the seniority list, except that an employee on a leave of absence in accordance with Article 16 of this Agreement will have thirty (30) days from the date of return to duty.
- I. An employee who, as of the date of this Agreement, accepts a position with the Company outside the bargaining unit will retain but not accrue his seniority. Such an employee may return to his former Title Group and station, if a vacancy exists, upon thirty (30) days written notice. The Company may elect to defer for an additional thirty (30) days at its discretion as long as it does not hold the employee beyond six (6) months from the day he left the bargaining unit. If such employee works outside the bargaining unit over six (6) months, he will forfeit all seniority.
- J. When a volunteer is required for a Special Assignment outside the bargaining unit the company and the Local Union President or his designee will meet and confer regarding such assignment and anticipated duration.

In no case will an employee's special assignment exceed one (1) year unless mutually agreed upon by the parties to extend this time period.

K. An employee who accepts an acting assignment as a manager or supervisor with the Company (MPR) will not exceed a period of sixty (60) days for all time worked in any calendar year. Any fraction of a day worked as MPR will be considered a full day for computation purposes.

1. Any extension will be made only by agreement between the Company and Union in writing.
2. An employee who exceeds sixty (60) days in any calendar year will forfeit all Occupational Seniority unless extended per this article.
3. The Company will provide to the TWU International Representative a monthly report of those employees receiving MPR.

L. An employee having Title Group seniority who permanently transfers at his own request to a Classification in another Title Group (under either this Maintenance Agreement or the Fleet Service Agreement) will retain seniority in the Classification and Title Group from which he transferred for a period of time not exceeding his service in the former Title Group. Such retained seniority may be exercised only

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in the event of a reduction in force pursuant to the provisions of Article 15.

M. 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 / Envoy Transport Workers Union
2. Company Seniority
3. Date of Birth

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ARTICLE 10 - CLASSIFICATIONS AND
QUALIFICATIONS

Tentative Agreement – 03/07/23

A. Employees covered by this Agreement will be assigned to a Classification within one of the following Title Groups:

1. Title I - Aviation Maintenance
2. Title II - Ground Support
3. Title III - Aircraft Maintenance Cleaner
4. Title IV – Inventory Control

B. The Classifications included in Title I - Aviation Maintenance include:

1. Inspector - Quality Control
2. Aircraft Maintenance Crew Chief
3. Aircraft Maintenance Technical Crew Chief
4. Aircraft Maintenance Technician
5. Tool and Die Maker
6. Repairman

C. The Classifications included in Title II - Ground Support Technician include:

1. Ground Support Crew Chief
2. Ground Support Technical Crew Chief
3. Ground Support Technician

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- D. The Classifications included in Title III - Aircraft Maintenance Cleaner include:
1. Aircraft Maintenance Cleaner Crew Chief
 2. Aircraft Maintenance Cleaner
- E. The Classifications included in Title IV - Inventory Control include:
1. Inventory Control Specialist Crew Chief
 2. Inventory Control Specialist
- F. The Classification descriptions set forth are incorporated herein and made part of this Agreement. These classification descriptions are not intended to be all-inclusive; however, any additional duties assigned must be directly related to the employee's assigned classification.
- G. The Company may assign an employee to a higher or lower Classification for a period not to exceed thirty (30) consecutive days. If the position is for a period of thirty-one (31) days or longer it will be considered a vacancy and will be filled in accordance with Article 14.
- H. The Company agrees that an employee assigned to a lower Classification will be compensated at his base rate of pay. An employee assigned a higher Classification will receive the base rate of pay and applicable premium(s) associated with the higher

classification.

TITLE GROUP I CLASSIFICATION DESCRIPTIONS

I. The Company agrees to the following with respect to Title Group I Crew Chiefs:

1. The Company will maintain, on a system-wide basis, a ratio of one (1) Crew Chief (CC) for every seven (7) Aircraft Maintenance Technicians (AMTs) (1:7 ratio). In those locations, areas, or shops where a Crew Chief is not assigned to work, AMTs may be required to report directly to a manager or supervisor.
2. The Company shall, in January and July of each year, provide the Union with a report containing information showing that it is in compliance with the 1:7 system-wide ratio set forth above.

J. INSPECTOR - QUALITY CONTROL

1. As authorized by the Director of Quality Control (Chief Inspector), Inspectors are responsible to perform the required inspections in accordance with Federal Aviation Regulations and Company procedures to ensure the continuous airworthiness of the aircraft operated by the Company under the applicable Federal Aviation Regulations.

2. The Quality Control Inspector position may be delegated to qualified personnel within Title Group I when it is impossible, impracticable or unreasonable to assign a Quality Control Inspector to the job in question. A Designated Inspector (DI) is under the direct control of the Director of Quality Control while they are performing inspections.

3. RESPONSIBILITIES

- a. Inspects major repairs and major alterations.
- b. Will inspect Required Inspection Items (RII).
- c. Shall perform Detailed Visual Inspections as specified in the maintenance program.
- d. Perform Non-Destructive Testing (NDT) using the following Eddy Current (ET), Liquid Penetrant Inspection, Ultrasonic Thickness Measuring, (Ultrasonic Inspection and Magnetic Particle are optional based on operational needs) and borescope.
- e. Performs surveillance of parts and material from vendors to ensure proper certification source of quality of parts, components and materials purchased by the Company. Also, performs special projects such as aircraft acquisitions, modification

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and overhauls performed by outside agencies.

- f. Perform spot checks and surveillance as required or requested by management. When directed, conducts spot checks of the line maintenance and records section, Inventory Control department, vendor and contract maintenance facilities, tools and test equipment.
- g. As required, sign for the Airworthiness Release on aircraft.
- h. Perform Receiving Inspection, review components for acceptance, conformity, or reliability.
- i. Inspectors may be assigned to Shops as required by Manager of Quality Control or designee.
- j. The Inspector will coordinate with the Quality Control Manager, or in his absence the Maintenance supervisors or Crew Chiefs to ensure completion of work assignments to include inspections of aircraft as required by work cards or any time there is a RII.
- k. After Aircraft Maintenance personnel have performed service, overhaul, modification, or fabrication operations and have certified their own workmanship, an inspector may inspect or check the quality of the work performed, prior to the

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release of an aircraft and / or any component into service.

- l. Monitors proper completion and preservation of required aircraft and related records.
- m. Performs on the job training as determined by the Company.
- n. Will communicate with other Company personnel as required in a manner designated by the Company.
- o. Assures that their work area is maintained in a safe and orderly manner at all times.
- p. If qualified, taxiing, towing, and run-up of aircraft for maintenance purposes.

4. QUALIFICATIONS

- a. Must possess an Airframe and Powerplant license.
- b. Must have a minimum of one (1) year of experience as an Aircraft Maintenance Technician. The one (1) year requirement may be waived by mutual agreement between the Company and the TWU Local President or his designee.

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- c. Must be fleet qualified on Envoy aircraft.
- d. Must have and maintain a valid passport.
- e. Complete training for an NDT method until obtaining a level of certification.
- f. Must complete the "Train the Trainer" course.

K. AIRCRAFT MAINTENANCE CREW CHIEF

1. RESPONSIBILITIES AND QUALIFICATIONS

- a. Must possess an Airframe and Powerplant License.
- b. Must have and maintain a valid passport.
- c. The Crew Chief will be responsible to management for the overall performance of the employees assigned to his crew, and the timely and satisfactory completion of work assignments, by ensuring that:
 - 1. Management instructions are promptly and correctly complied with.
 - 2. Employees assigned to his crew are properly utilized and instructed for the efficient performance of their daily work.

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3. Work assignments are carried out in compliance with operational and safety procedures required by the policies of the Company and appropriate Governmental Regulations.
 4. Required forms, records, reports, electronic entries and other paperwork are completed legibly and correctly.
 5. Employees assigned to his crew use only those vehicles, tools and equipment on which the Company has determined them to be qualified.
 6. Assigned equipment is in proper operating condition, scheduled for maximum utilization and operated for the purpose intended.
 7. Hazardous conditions, unsafe practices, improperly functioning equipment and tools are immediately brought to the attention of management.
- d. The Crew Chief will be responsible to management for ensuring those relating to personal conduct while on the job by those employees assigned to him.
 - e. Will communicate with other Company personnel as required in a manner designated by the

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Company.

- f. In addition to the above, the Crew Chief will, upon request, assist management in areas such as:
 - 1. Periodic evaluation of operating requirements and performance.
 - 2. Operational Planning and Scheduling.
 - 3. Evaluation of training methods and techniques.
 - 4. Evaluation of equipment, vehicles and tools.
 - 5. Performance appraisal of employees providing oral advice and comments.

- g. The Crew Chief will be qualified in the duties of his classification and will be capable of performing those duties. He will assist his assigned crew in the performance of their duties, demonstrate proper work methods, conduct on-the-job training, conduct meetings or indoctrinate employees in new or revised operational procedures, provided that such assistance does not interfere with the performance of his primary responsibilities as described above or conflict with the provisions of Article 1.C. While he is performing such duties, his primary responsibilities will not be assumed by others.

However, the above provisions do not preclude management from directing individual employees under non-routine circumstances or, in the absence of the Crew Chief from the immediate work area.

- h. Assures that their work area is maintained in a safe and orderly manner at all times.

L. AIRCRAFT MAINTENANCE TECHNICAL CREW CHIEF

1. PURPOSE

The purpose of the Aircraft Maintenance Technical Crew Chief is to provide technical assistance, guidance, training and administrative support to the Maintenance and Engineering department.

2. JOB DESCRIPTION

The Description of the Aircraft Maintenance Technical Crew Chief will include the following:

- a. Performs and provide guidance and assistance in trouble-shooting and technical assistance to the employee or employees assigned to him in his shop or work unit.
- b. Provides instruction, on the job training, relating to aircraft systems and / or ground support

equipment.

- c. Ensures that forms, electronic entries, logbooks, work cards and related paperwork are completed correctly.
- d. Maintains knowledge of, and work with manuals, supply / parts catalogs, minimum equipment lists and Company records.
- e. Assures that their work area is maintained in a safe and orderly manner at all times.

3. QUALIFICATIONS

- a. Must possess an Airframe and Powerplant license.
- b. Must have and maintain a valid passport.
- c. Must have a minimum of one (1) year of experience as an Aircraft Maintenance Technician. The one (1) year requirement may be waived by mutual agreement between the Company and the TWU Local President or his designee.
- d. Demonstrates procedures and techniques in troubleshooting and repair of the Company's aircraft, powerplants and components, utilizing the manufacturer's aircraft manuals.

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- e. Demonstrates proficiency in the use of manuals, supply / parts catalogs, minimum equipment lists, and wiring diagrams.
- f. Demonstrates the proficiency in group and / or individual instruction.
- g. Demonstrates administrative proficiency in the completion and comprehension of Company records.
- h. Must successfully complete the next available "Train the Trainer" course.

M. AIRCRAFT MAINTENANCE TECHNICIAN

1. The work of an Aircraft Maintenance Technician includes all work generally recognized as Aircraft Maintenance Technicians work performed on an aircraft or in a shop on aircraft components.
2. The Aircraft Maintenance Technician reports to their Crew Chief and works in accordance with Federal Aviation Administration and Company policies, regulations, procedures and instructions from his Crew Chief. In accordance with paragraph I.1. above, an Aircraft Maintenance Technician may be required to report to, or take instruction from, a manager or supervisor.

3. QUALIFICATIONS AND RESPONSIBILITIES

- a. Must possess an Airframe and/or Powerplant License as required by the position. The Company shall endeavor to hire Aircraft Maintenance Technicians who possess both an Airframe and Powerplant License. However, in the event a qualified candidate is identified for a particular location and department who possesses an Airframe or Powerplant License, and the vacant position being filled only requires an Airframe or Powerplant License, such candidate may be hired with the required applicable license and the local Union President shall be notified of such hire.
- b. Must have and maintain a valid US passport.
- c. Aircraft Checks
- d. Dismantling, overhauling, repairing, fabricating, assembling, welding and erecting all parts of aircraft, airframe, engines, radio equipment, instruments, electrical systems, heating systems, cooling systems, hydraulic systems and machine tool work in connection therewith, troubleshooting, replacement, modification, inspection, functional testing and maintenance of all installed or removed avionics system components, wiring and sub-assemblies.

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- e. Test and inspect parts, subassemblies or completed assemblies, including Company aircraft to the extent necessary to determine, accomplish and approve his own work.
- f. Employees may be required to conduct and perform on the job training (OJT) as determined by the Company. (Training premium will apply per Article 4)
- g. If qualified, taxiing, towing, and run-up of aircraft for maintenance purposes.
- h. Completes required paperwork and computer entries as required for all maintenance performed.
- i. Assures that their shop / work area is maintained in a safe and orderly manner at all times.
- j. Communicates with other Company personnel as to the status of their assigned task.
- k. Hazardous conditions, unsafe practices, improperly functioning equipment and tools are immediately brought to the attention of the crew chief and / or management.

N. TOOL AND DIE MAKER

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1. The work of the tool and die maker is to produce drawings and fabricate tooling, test rigs and / or equipment as directed. In addition, the tool and die maker will assist aircraft maintenance in any aircraft machining, such as:
 - a. Oversees all machining and fabricating within the machine shop.
 - b. Fabricates and machine required tooling and / or parts in a timely manner.
 - c. Assures the machine work area is maintained in a safe and orderly manner.
 - d. Performs other duties (tool and die) as directed by supervisory personnel.

2. QUALIFICATIONS:

- a. Must possess or be working toward a repairman's certificate issued by an appropriate regulatory authority. Two (2) years of formal training in the machinist craft or equivalent experience in a related field. The ability to work from production and manufacturing drawings, blueprints, and / or sketches.

O. REPAIRMAN

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1. The Repairman reports to their Crew Chief / Supervisor for the repair, overhaul, inspection and functional testing of aircraft and components and / or sub-assemblies removed from Company aircraft.
2. Additional specific responsibilities are as follows:
 - a. Assures that the shop / work area is maintained in a safe and orderly manner at all times.
 - b. Designs, procures sub-assemblies and builds special test equipment or tooling as required.
 - c. Provides direct support to line maintenance in any capacity required.
 - d. Interfaces with Engineering for continuous product improvement.
 - e. Works closely with the Inspection Department to ensure compliance with Company policies and procedures as well as applicable Federal Regulations.

TITLE GROUP II CLASSIFICATION DESCRIPTIONS

P. GROUND SUPPORT CREW CHIEF

1. The Ground Support Crew Chief will be responsible to management for the overall performance of the

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employees assigned to his crew, and the timely and satisfactory completion of work assignments, by ensuring that:

- a. Management instructions are promptly and correctly complied with.
- b. Employees assigned to his crew are properly utilized and instructed for the efficient performance of their daily work.
- c. Work assignments are carried out in compliance with operational and safety procedures required by the policies of the Company and appropriate Governmental Regulations.
- d. Required forms, records, reports, electronic entries and other paperwork are completed legibly and correctly.
- e. Employees assigned to his crew use only those vehicles, tools and equipment on which the Company has determined them to be qualified.
- f. Assigned equipment is in proper operating condition, scheduled for maximum utilization and operated for the purpose intended.
- g. Hazardous conditions, unsafe practices, improperly functioning equipment and tools are

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immediately brought to the attention of management.

2. The Ground Support Crew Chief will be responsible to management for ensuring compliance with all Company policies, including those relating to personal conduct while on the job by those employees assigned to him.
3. The Company agrees to the following with respect to Ground Support Crew Chiefs:
 - a. A maximum of fifteen (15) people per shift may be assigned to any one (1) Ground Support Crew Chief at a time.
4. Will communicate with other Company personnel as required in a manner designated by the Company.
5. In addition to the above, the Ground Support Crew Chief will, upon request, assist management in areas such as:
 - a. Periodic evaluation of operating requirements and performance.
 - b. Operational Planning and Scheduling
 - c. Evaluation of training methods and techniques.

- d. Evaluation of equipment, vehicles and tools.
 - e. Performance appraisal of employees providing oral advice and comments.
6. The Ground Support Crew Chief will be qualified in the duties of his classification and will be capable of performing those duties. He will assist his assigned crew in the performance of their duties, demonstrate proper work methods, conduct on-the-job training, conduct meetings or indoctrinate employees in new or revised operational procedures, provided that such assistance does not interfere with the performance of his primary responsibilities as described above. While he is performing such duties, his primary responsibilities will not be assumed by others. However, the above provisions do not preclude management from directing individual employees under non-routine circumstances or, in the absence of the Ground Support Crew Chief from the immediate work area.
7. In addition to the above responsibilities, the Ground Support Crew Chief must ensure that their work area is maintained in a safe and orderly manner at all times.

Q. GROUND SUPPORT TECHNICAL CREW CHIEF

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1. The purpose of the Ground Support Technical Crew Chief is to perform technical assistance, guidance, and training support to the GSE Maintenance Group. In those cases where management determines that the work to be performed requires the expertise of a Technical Crew Chief, a Technical Crew Chief may be assigned to assist in the completion of the task.
2. The responsibilities of the Ground Support Technical Crew Chief will, include the following:
 - a. Receive assignments from management or requests for technical support from other Crew Chiefs.
 - b. Perform and provide guidance and assistance in the trouble shooting, maintenance and repair of all GSE, as well as technical assistance to the employee or employees assigned.
 - c. Assist management in the completion of forms, delay report, work records and related paperwork.
 - d. Provide on the job training as determined by the Company.
 - e. Maintain knowledge of and use of manuals, supply/parts catalogs, computer programs, and modifications to any system used by the

employee.

- f. Assures that their work area is always maintained in a safe and orderly manner.
- g. Will assist the crew as necessary to ensure the completion of the assignment, but in no event, replace the Ground Support Crew Chief or Ground Support Technician.
- h. May be required to assume a Ground Support Crew Chief role to support the operation as necessary and will not be used on a routine basis.
- i. May be required to travel in order to conduct and/or receive training, and the provisions of Article 18.A.1 and 18.B shall apply.

R. GROUND SUPPORT TECHNICIAN

- 1. Reports to the Ground Support Crew Chief / Supervisor.

2. RESPONSIBILITIES

- a. Fabricating, machining, welding, operating, servicing, cleaning of parts, painting, maintaining, troubleshooting, repairing, and overhauling all types of ground equipment and subassemblies, including cars, trucks, vans, busses, tractors,

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tugs, ground power units, air conditioners, preheaters, deicers, carts, towbars and any other kind of ground support equipment. May include towing of out of and return to service ground support equipment.

- b. Receiving, transporting of deicing fluid; cleaning, maintaining and repair of ground support shops and their fixtures, tools and equipment; implementation of preventive maintenance programs; providing informal instruction and advise to equipment operators; completing all required paperwork or data entry required to keep records of the work and other duties of a general utility nature as assigned.
- c. Demonstrate proficiency in the use of manufacturer manuals and wiring diagrams.
- d. Demonstrate knowledge of procedures and techniques in troubleshooting and repair of Company ground support equipment.
- e. Will be responsible for reporting activity on all assigned work orders.
- f. Communicates with other Company personnel as to the status of their assigned task.

- g. Employee may be required to conduct and perform on the job training (OJT) and will also communicate with other Company personnel as determined by the Company.

TITLE GROUP III CLASSIFICATION DESCRIPTIONS

S. AIRCRAFT MAINTENANCE CLEANER CREW CHIEF

1. The Aircraft Maintenance Cleaner Crew Chief will be responsible to management for the overall performance of the employees assigned to his crew, and the timely and satisfactory completion of work assignments, by ensuring that:
 - a. Management instructions are promptly and correctly complied with.
 - b. Employees assigned to his crew are properly utilized and instructed for the efficient performance of their daily work.
 - c. Work assignments are carried out in compliance with operational and safety procedures required by the policies of the Company and appropriate Governmental Regulations.
 - d. Required forms, records, reports, electronic entries and other paperwork are completed legibly

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and correctly.

- e. Employees assigned to his crew use only those vehicles, tools and equipment on which the Company has determined them to be qualified.
 - f. Assigned equipment is in proper operating condition, scheduled for maximum utilization and operated for the purpose intended.
 - g. Hazardous conditions, unsafe practices, improperly functioning equipment and tools are immediately brought to the attention of management.
2. The Aircraft Maintenance Cleaner Crew Chief will be responsible to management for ensuring compliance with all Company policies, including those relating to personal conduct while on the job by those employees assigned to him.
3. The Company agrees to the following with respect to Aircraft Maintenance Cleaner Crew Chiefs:
- a. A maximum of fifteen (15) people per shift may be assigned to any one (1) Aircraft Maintenance Cleaner Crew Chief at a time.

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4. Will communicate with other Company personnel as required in a manner designated by the Company.
5. In addition to the above, the Aircraft Maintenance Cleaner Crew Chief will, upon request, assist management in areas such as:
 - a. Periodic evaluation of operating requirements and performance.
 - b. Operational Planning and Scheduling.
 - c. Evaluation of training methods and techniques.
 - d. Evaluation of equipment, vehicles and tools.
 - e. Performance appraisal of employees providing oral advice and comments.
6. The Aircraft Maintenance Cleaner Crew Chief will be qualified in the duties of his classification and will be capable of performing those duties. He will assist his assigned crew in the performance of their duties, demonstrate proper work methods, conduct on-the-job training, conduct meetings or indoctrinate employees in new or revised operational procedures, provided that such assistance does not interfere with the performance of his primary responsibilities as described above. While he is performing such duties, his primary responsibilities

will not be assumed by others. However, the above provisions do not preclude management from directing individual employees under non-routine circumstances or, in the absence of the Aircraft Maintenance Cleaner Crew Chief from the immediate work area.

7. In addition to the above responsibilities, the Aircraft Maintenance Cleaner Crew Chief must ensure that their work area is maintained in a safe and orderly manner at all times.

T. AIRCRAFT MAINTENANCE CLEANER

1. Reports to their Crew Chief / Supervisor and works according to Company regulations, procedures and instructions from the Crew Chief.

2. RESPONSIBILITIES

- a. The work of an Aircraft Maintenance Cleaner depending on assignment and/or location may include the following where the work is currently being performed by the Union:
 1. Ensures that all aircraft are maintained to present a professional appearance to the public.
 2. Completes forms connected with his work assignments according to established

procedures.

3. Cleaning, washing the interior and exterior of airplanes, airplane parts, accessory parts, and/or assemblies by operations such as spraying, steaming, scrubbing, wiping, buffing, and polishing according to the method required to remove dirt, grease, and other foreign material. Cleans and polishes ground and automotive equipment.
4. Aircraft Maintenance Cleaners shall not be permitted to perform Aircraft Maintenance Technician's classification.
5. Cleans the exterior of aircraft by operations such as cleaning the entire surface with cleaning compound(s), polishing the surface and bringing to the attention of his Crew Chief or supervisor any areas that may be worn or shows signs of corrosion, removing exhaust stains with special cleaning compounds, washing the interior belly, under floor, and nacelle areas, spraying wheel wells and flap wells with cleaning compound(s). Removes and installs interior carpets. Uses appropriate ground equipment necessary to reach the surface that requires cleaning.
6. Assures that their work area is maintained in a safe and orderly manner at all times. Reports

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the need for repairs of equipment to his Crew Chief or Supervisor. May service the equipment used to keep it in good operating condition.

7. Clean and or set up the parts washing equipment. May mix and use cleaning compounds and solutions. Uses equipment including but not limited to ladders, stands, mops, brushes, and brooms.
8. As may apply to his work assignment, uses protective equipment such as masks, respirator, gloves, and aprons.
9. In locations where this work is currently being performed by employees covered by this Agreement, Aircraft Maintenance Cleaners will continue to clean and remove trash from hangars, and shops. Perform cabin service such as placing and arranging in aircraft, magazines, newspapers, flight kits and other passenger convenience items.

TITLE GROUP IV CLASSIFICATION DESCRIPTIONS

U. INVENTORY CONTROL SPECIALIST CREW CHIEF

1. The Crew Chief will be responsible to management for the overall performance of the employees assigned to his crew, ensuring compliance with all

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Company policies, including those relating to personal conduct while on the job by those employees assigned to him, and the timely and satisfactory completion of work assignments, by ensuring that:

- a. Management instructions are promptly and correctly complied with.
- b. Must successfully complete the next available "Train the Trainer" course.
- c. Employees assigned to his crew are properly utilized and instructed for the efficient performance of their daily work.
- d. Work assignments are carried out in compliance with operational and safety procedures required by the policies of the Company and appropriate Governmental Regulations.
- e. Required forms, records, reports, electronic entries and other paperwork are completed legibly and correctly.
- f. Employees assigned to his crew use only those vehicles, tools and equipment on which the Company has determined them to be qualified.

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- g. Assigned equipment is in proper operating condition, scheduled for maximum utilization and operated for the purpose intended.
 - h. Hazardous conditions, unsafe practices, improperly functioning equipment and tools are immediately brought to the attention of management.
- 2. A maximum of fifteen (15) people per shift may be assigned to any one (1) Inventory Control Crew Chief at a time.
 - 3. Will communicate with other Company personnel as required in a manner designated by the Company.
 - 4. In addition to the above, the Inventory Control Crew Chief will, upon request, complete Inventory Control Specialist duties, and assist management in areas such as:
 - a. Periodic evaluation of operating requirements and performance.
 - b. Operational Planning and Scheduling.
 - c. Evaluation of training methods and techniques.
 - d. Evaluation of equipment, vehicles and tools.

- e. Performance appraisal of employees providing oral advice and comments.
- f. The Inventory Control Crew Chief will be qualified in the duties of his classification and will be capable of performing those duties. He will assist his assigned crew in the performance of their duties, demonstrate proper work methods, conduct on-the-job training, conduct meetings or indoctrinate employees in new or revised operational procedures, provided that such assistance does not interfere with the performance of his primary responsibilities as described above. While he is performing such duties, his primary responsibilities will not be assumed by others. However, the above provisions do not preclude management from directing individual employees under non-routine circumstances or, in the absence of the Inventory Control Crew Chief from the immediate work area.
- g. Assures that their work area is maintained in a safe and orderly manner at all times.

V. INVENTORY CONTROL SPECIALIST

1. The work of an Inventory Control Specialist includes all work described in the responsibilities below.

The Inventory Control Specialist reports to the

Inventory Control Specialist Crew Chief. In locations where Inventory Control Specialist Crew Chiefs are not available, they will report to the designated Inventory Control supervisor or designee. They will work in accordance with Federal Aviation Administration and Company Regulations & Procedures.

2. RESPONSIBILITIES

- a. Receiving, and shipping any required Company items, such as supplies, tools, free stock and aircraft parts.
- b. Stocking, storing, stock chasing, issuing and performing physical inventory of materials charged to Inventory Control.
- c. Will be responsible for repair orders, work orders, and tear down reports.
- d. Identifies errors in paperwork, data entry, bin discrepancies, computer data entry, and refers them to his Crew Chief or Supervisor.
- e. Reports overdue items and shortages to his Inventory Control Crew Chief or Supervisor.

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- f. Exchanges information with authorized maintenance and records personnel.
- g. Maintains items according to FAA, DOT, OSHA and Company regulations and policies.
- h. Performs all aspects of the job in a safe manner.
- i. Complete hazardous handling and shipping course provided by the Company as required by the Department of Transportation and remain current throughout tenure.
- j. Performs accurate data entry in Company computer systems.
- k. Delivers materials to and from the facility as determined by the Company.
- l. Set up or tear down facilities to carry out duties and associated miscellaneous activities to accomplish such operations.
- m. Assures that their work area is maintained in a clean, safe and orderly manner at all times.
- n. Will be required to handle items classified as hazardous goods.

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- o. Employee may be required to conduct and perform on the job training (OJT) as determined by the Company. (Training premium will apply per Article 4)

ARTICLE 11 – OVERTIME

Tentative Agreement – 03/13/23

A. Overtime, computed and adjusted to the nearest one one-hundredth (1/100) unit of work (tenths) will be paid. See examples at the end of this Article.

B. Daily Overtime:

1. Employees working eight (8) hour shifts:

- a. One and one half (1-1/2) times the base rate of pay for each hour worked in excess of eight (8) hours.
- b. Two (2) times the base rate of pay for each hour worked in excess of twelve (12) hours.
- c. An employee hereunder will not be entitled to overtime rates until he has worked eight (8) hours in the workday including time worked before or after his regular shift.

2. Employees working ten (10) hour shifts:

- a. One and one half (1-1/2) times the base rate of pay for each hour worked in excess of ten (10) hours.
- b. Two (2) times the base rate of pay for each hour worked in excess of fourteen (14) hours.

- c. An employee hereunder will not be entitled to overtime rates until he has worked ten (10) hours in the workday including time worked before or after his regular shift.

C. Weekly Overtime:

1. Time worked in excess of forty (40) hours in a workweek will be considered overtime and will be paid as follows.
2. Employees working in excess of forty (40) hours in a workweek will be eligible for weekly overtime at the rate of one and one-half (1-1/2) times the base rate of pay, including any applicable premiums, for all hours worked in excess of forty (40).
3. Depending on the number of hours worked on the shift that exceeds forty (40) hours for the workweek, employees may be eligible for the greater Daily Overtime rate in accordance with Article 11.B. above.
4. Employees working eight (8) hour shifts will receive:
 - a. One and one-half (1-1/2) times the base rate of pay for hours worked on an employee's scheduled day(s) off provided the employee has worked at least forty (40) hours including CSW, during the

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workweek except as set forth in Articles 11.F. and 11.H. below.

1. Two (2) times the base rate of pay for each hour worked in excess of eight (8) hours. Time paid for and not worked on a Holiday will not be considered as time worked for purposes of computing overtime.
 - b. Time paid as CPDO/PDO will not be considered as time worked for the purposes of computing overtime.
 - c. Two (2) times the base rate of pay for time worked on an employee's second or third scheduled day off provided he has worked his first or second scheduled day off as overtime and has worked at least forty (40) hours, including CS, during the workweek.
5. Employees working ten (10) hour shifts will receive:
 - a. One and one half (1-1/2) times the base rate of pay for hours worked on an employee's scheduled day(s) off provided the employee has worked at least forty (40) hours, including CSW, during the workweek.

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1. Two (2) times the base rate of pay for each hour worked in excess of ten (10) hours.
 - b. Time paid for and not worked on a Holiday will not be considered as time worked for purposes of computing overtime.
 - c. Two (2) times the base rate of pay for time worked on an employee's second or third scheduled day off provided he has worked his first or second scheduled day off as overtime and has worked at least forty (40) hours, including CSW, during the workweek.
- D. Shift differentials will not be compounded in the calculation of overtime rates.
- E. Overtime work will be distributed in seniority order among the employees qualified to perform the work necessitating overtime as equitably as practicable. The Company and the Union will "meet and confer" to develop a distribution method for each work location.
- F. Exchange of shifts and days off trades (CS):

An employee working an exchange of shifts (CSW) or days off will be paid at his straight time rate including any applicable premiums for the new schedule. Hours worked by an employee as the result of an exchange of shifts (CSW) or days off shall be counted as hours

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worked for purposes of computing overtime. If, however, an employee works additional hours at Company request in conjunction with an exchange of shifts or days off, such hours will be counted as hours worked for purposes of computing overtime.

- G. An employee whose overtime working period continues into the following day will continue to receive overtime rates for all overtime so worked.
- H. If any work period continues so that its termination will fall within seven and one-half (7-1/2) hours prior to the commencement of the employee's regular shift in the succeeding workday, he will receive pay for all time worked during his regular shift on the succeeding workday at the rate of time and one-half his regular hourly rate.

Example: An employee's normal daily shift starts on Thursday at 07:30 AM and ends at 06:00 PM. He worked overtime and punched out at 12:00 AM. His next normal day to work is Friday at 07:30 AM and will get paid at time and one-half his regular hourly rate of pay i.e., when he punched out, he was within 7-1/2 hours of his next scheduled workday.

- I. 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.

- J. In no event will any employee covered hereunder receive more than two (2) one and one-half (1-1/2) times his base rate of pay (excluding shift differentials) under this Agreement, except as provided for in Article 6.D.2.
- K. In the event of an emergency or when there are an insufficient number of employees being available, the Company will assign employees in inverse order of seniority to perform such work. The Company will use its best efforts to provide employees a minimum of two (2) hours' notice in writing.
- L. 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.

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10 Hour Shift	S	S	M	T	W	T	F
Schedule	Off	On	On	On	On	Off	Off
Hours		10	10	10	10	10	10
Pay		1X	1X	1X	1X	1.5X	2X

10 Hour Shift	S	S	M	T	W	T	F
Schedule	Off	Off	PDO	On	On	On	Off
Hours		10	10	10	10	10	10
Pay		1X	1X	1X	1X	1X	1.5X

10 Hour Shift	S	M	T	W	T	F	F
Schedule	On	On	On	On	Off	Off	Off
Hours	10	10	10	10	10	10	10
Pay	1X	1X	1X	1X	1X	2X	2X

10 Hour Shift	S	SU	M	T	W	TH	F
Schedule	Off	Off	Off	On	On	On	On
Hours	10			10	10	10	10
Pay	1.5X			1X	1X	1X	1X

10 Hour Shift	S	SU	M	T	W	TH	F
Schedule	Off	Off	Off	CPDO	CPDO	CPDO	CPDO
Hours	10	10		10	10	10	10
Pay	1X	1X		1X	1X	1X	1X

10 Hour Shift	S	SU	M	T	W	TH	F
Schedule	Off	Off	Off	PDO	PDO	PDO	PDO
Hours	10		16	10	10	10	10
Pay	1X		10-1X + 4-1.5X + 2-2X	1X	1X	1X	1X

10 Hour Shift	S	SU	M	T	W	T	F
Schedule	Off	Off	Off	On	On	On	On
Hours	10	10	10	10	10	10	8
Pay	2-1X + 8-1.5X	2X	2X	1X	1X	1X	1X

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8 Hour Shift	S	SU	M	T	W	TH	F
Schedule	Off	On	On	On	On	On	Off
Hours	8	8	8	8	8	8	8
Pay	2X	1X	1X	1X	1X	1X	1X

8 Hour Shift	S	SU	M	T	W	TH	F
Schedule	Off	On	On	On	PDO	On	Off
Hours	8	8	8	8	8	8	8
Pay	1X	1X	1X	1X	1X	1X	1.5X

8 Hour Shift	S	SU	M	T	W	TH	F
Schedule	Off	Off	On	On	On	On	On
Hours	8	8	8	8	8	8	4
Pay	4- 1X + 4- 1.5X	2X	1X	1X	1X	1X	1X

8 Hour Shift	S	SU	M	T	W	TH	F
Schedule	Off	Off	On	On	On	On	On
Hours	8		8	8	8	8	4
Pay	4- 1X + 4- 1.5X		1X	1X	1X	1X	1X

8 Hour Shift	S	SU	M	T	W	TH	F
Schedule	On	On	On	On	Off	Off	CPDO
Hours	8	8	8	8		8	8
Pay	1X	1X	1X	1X		1X	1X

ARTICLE 12 - PROBATIONARY PERIOD

Tentative Agreement – 03/18/21

- A. New employees will be considered on probation for the first six (6) months of active service. Probationary employees may be disciplined or discharged without having recourse to the grievance and arbitration provisions of this Agreement.

- B. Probationary employees will be assigned a shift and work group by the Company. New employees will bid a shift on succeeding shift bids, but may not change work areas until completion of probationary period.

- C. No probationary employees will work in a Crew Chief or Inspector capacity.

- D. Employees on probation will have the right to Union representation, and may file a grievance based on alleged violations of the Agreement excluding discipline and discharge.

ARTICLE 13 - HOURS OF WORK

Tentative Agreement – 10/21/21

- A. The workday will consist of a twenty-four (24) hour period beginning at 12:00 o'clock midnight and a regular day's work will consist of eight (8) hours, exclusive of meal periods.
- B. The basic workweek (and pay week) will consist of:
1. Seven (7) days beginning at 12:01 a.m. Saturday and the regular weekly work schedule will consist of five (5) workdays of eight (8) hours each within the workweek.
 2. Each employee will be scheduled two (2) days off during each workweek. The Company will make every reasonable effort to arrange work schedules so that, whenever practicable, those days will be Saturday and Sunday. When an employee's days off are other than Saturday and Sunday, they will be two (2) consecutive days. Nothing herein will prohibit the Company from scheduling Friday and Saturday as the two (2) consecutive days off; provided that when this is done Friday will be considered the first scheduled day off and Saturday will be considered the second scheduled day off, and the employee's eligibility for overtime shall be in accordance with Article 11.
- C. The Company will provide an option for work locations to have ten (10) hour shifts. Each work location must

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submit, for approval, their applicable work rules which would include the shift starting times and overtime rules. The Company reserves the right to disapprove or terminate such if it is more costly or less productive than eight (8) hour shifts. The Company agrees to meet and confer with the Union before terminating approved plans.

1. The four (4) day work week will consist of four (4) consecutive ten (10) hour workdays, exclusive of meal period and will total forty (40) hours for each calendar week.

D. The Company will publish and post work schedules which will include shifts, hours, and days off for employees under this Agreement. Employees who are on active status on the bid closing date will have the opportunity to bid shifts, hours, and days off at least twice per year. Each bid period will last a minimum of three months unless otherwise dictated by operational necessity.

E. Seven (7) calendar days' notice will be given for shift changes, except in emergencies.

F. Part time employee's hours will be governed by the provisions of Article 24.

G. Exchange of shift and day off trades (CS):

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1. All Changes of Shift ("CS") must be within the same title groups and classifications, however a higher classification may CSW (assume and work a shift through a trade) for a lower classification who is requesting to CSO (trade off a shift without assuming a shift in exchange). This Article applies to all classifications in all title groups.
2. AMT's, with the exception of Inspectors, must be of like run/taxi qualifications to CS with one another and hold like run/taxi qualifications or exceed current like run/taxi qualifications to CSW with another employee.
3. New hire employees may only CSW after completion of probationary period of six (6) months or when the employee has completed the sixty (60) day required tasks of the STS (Skill Tasks Sheet) whichever comes first.
4. CS privileges will be suspended for any employee who has not completed any required training by the Company's deadline in the LMS, until such training is completed.
5. No self-shift trades. (An employee may not trade a scheduled shift for the employee's own scheduled day off or vice-versa).

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6. An employee may not CSO more than fifty (50) percent of their total number of bid hours during a bid. This will be measured from the first (1st) day of a new bid to the last day of the bid. Any employee who has a question as to what percentage CSO (Change of Shift Off) they have during this period should request that information from their electronic time keeping portal. It is the employee's responsibility to ensure they do not exceed their maximum allowed amount of CSO.
EX: During a bid an employee is scheduled to work eight hundred (800) hours. The employee may not CSO more than four hundred (400) hours.
7. CSW hours will count toward an employee's regular forty (40) hour work week. Any CSW hours in excess of forty (40) hours in a work week will be paid at straight time rates, with the exception of New York based employees earning less than 150% of the basic minimum hourly rate applicable to such employees. Refer to number 19 below.
8. An employee may sign up for overtime on the employee's CSO shift.
9. Three-way swaps or partial CS's are not permitted.
10. Double shifts will be allowed only for employees on eight (8) hour shift. maximum of one per week.

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i.e., Regular Shift and a CSW on same day.

11. No CSW or CSO during all designated training.
12. All CS requests must be submitted in Roster Apps (or any future time/attendance keeping system) no later than twenty-four (24) hours from the start of the earliest CSW.
 - a. In the event of an unusual or unforeseen circumstance on an exception basis, a same day CS (request made within twenty-four (24) hours or less) may be approved by Local management.
13. It is the employee's responsibility to ensure the CS is approved prior to taking the CS.
14. In the event that the person who is CSW becomes inactive IE: terminated, resigned, suspended. IOD. Etc., an approved CSO will be honored for 5 days from the date the CSW employee became inactive. Any approved CSO which is beyond the 5 calendar days will be canceled. The Company will cancel all CSO's beginning the 6th calendar day.
15. CSW is considered the employee's regularly scheduled hours. If the employee calls in for a PDO on a CSW, the hours will be deducted from the available PDO bank. If no PDO hours are available this is a violation of this Article and the employee

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will be subject to the provisions of the current Attendance Policy and paragraph 17 below.

16. No Call No Show for a CSW day of work is a violation of this Article and the current Attendance policy will apply.
17. Any violations of this Article will be enforced with a suspension of CS privileges in a twelve (12) month rolling period as follows:
 - a. First (1st) occurrence: thirty (30) day suspension of privileges
 - b. Second (2nd) occurrence: sixty (60) day suspension of privileges
 - c. Third (3rd) occurrence: ninety (90) day suspension of privileges
 - d. Fourth (4th) occurrence: one hundred (180) day suspension of privileges.
18. Items 2, 5 and 9 will not apply to base maintenance employees. Management at the base maintenance base(s) will determine the needs of the operation for approval of any request relating to these items.

19. New York-based employees earning less than 150% of the basic minimum hourly rate applicable to such employee will receive overtime pay for CS/shift trades that result in an employee working more than forty (40) hours per week, subject to the limit discussed below. An employee may shift trade up to a maximum of sixteen (16) hours above the standard forty (40) hour work week. No trade should bump the employee over this limit. Management will reconcile hours both daily and weekly to ensure compliance with this rule.

a. New York based employees earning more than one-hundred-fifty percent (150%) of the basic minimum hourly rate applicable to such employee may request approval to work more than sixteen (16) CS hour above the standard forty (40) hour work week. Any CS hours over forty (40) worked by these employees will be paid at straight time.

b. Any employee who exceeds sixteen (16) hours of overtime work in a work week because of CS/shift trades without prior management approval, will be in violation of this Article and the provisions of paragraph 17 of this Article will apply. To ensure employees are paid appropriately, managers will utilize the new "CST" pay code in RosterApps (or any future time/attendance keeping system) for all CS/shift trade hours worked over forty (40) hours per week.

ARTICLE 14 - TRANSFERS AND PROMOTIONS

Tentative Agreement – 02/16/22

- A. Before any new employee is hired, employees covered by this Agreement will be given preference in accordance with their seniority as provided herein.

- B. Vacancies for the Classifications in B.1. below are subject to bidding and will be awarded by a local selection panel.

1. Classifications:

- a. Inspector
- b. Aircraft Maintenance Crew Chief
- c. Aircraft Maintenance Technical Crew Chief
- d. Ground Support Crew Chief
- e. Ground Support Technical Crew Chief
- f. Aircraft Maintenance Cleaner Crew Chief
- g. Inventory Control Specialist Crew Chief

2. Notices of such vacancies and awards will be posted electronically or on all bulletin boards in all shops and workstations, bases or locations where employees are employed. The notice of vacancy will state whether the vacancies or jobs are expected to be temporary or permanent, the number of jobs to be filled, the base or location and will specify a deadline date for bids. Such date will not be less than ten (10) days after the date of such posting. The Company will initiate the local selection panel process no later than seven (7) days following the

bid deadline date. All candidates will be notified of the results of the selection process within two (2) business days after the process is completed. The Company will send confirmation to each of the candidates via Company email and each candidate must acknowledge receipt via Company email. Once the closing date has been reached the bid position will be filled. The awards shall become effective on the next full pay period most feasible to administer, unless mutually agreed otherwise.

3. Until such time as the bid process is fully automated, bids will be submitted electronically by Company email to the Company designated email address and must be received prior to the closing date of the bid. The Company will confirm receipt of the bid to the employee via email.
4. Employees shall not be deemed qualified without one (1) year seniority unless a shorter time is mutually agreed to by the Company and the Union Local president or his designee.
5. Selection Criteria: If there is only one applicant for the position that employee will be awarded the position. However, at the request of either the Company and/or the Union, the panel may be convened to conduct the interview.

a. Seniority:

Less than three years - 0 points

Three to five years - 5 points

Six to ten years - 10 points

Each full year over ten - 1 point

- b. Panel interview: Maximum score - 40 points. Each candidate shall be interviewed by a four-person selection panel consisting of the local TWU President or his designee, another representative appointed by the local TWU President, the manager responsible for the open position, and another representative appointed by the hiring manager. Each applicant will be asked to answer an identical series of questions prepared by the hiring manager and the TWU relating to the experience, qualifications, skills, ability and work habits required for the position. (Company and the Union to meet to review and revise questions within 90 days after the ratification of this CBA). Each candidate will be provided the opportunity to discuss with the panel the reasons the candidate wants the position, why the candidate should be selected, and any on the job or off the job accomplishments. Each panel member may ask each candidate questions with regard to the employee's work experience and performance at Envoy Air Inc. or at other jobs that are related to the qualification, skills, ability or work habits

required for the position.

- c. Candidate selection: The candidate selected shall be the one with the highest number of points totaled from the points earned from each of the two selection criteria. The score for the panel interview shall be determined by dropping the high and low scores from the panel members and taking the average of the two remaining scores. If two or more applicants are determined to be of equal qualification, the most senior employee will be selected.
 - d. Before announcing the name of the selected candidate, member(s) from the panel (Company and TWU) will review the scoring with each candidate.
- C. In the event an employee needs to fly into location for a panel interview the Company will provide air transportation (non-revenue business travel).
- 1. The selection panel will make its best efforts to schedule the panel interview on the candidate's scheduled work day. The candidate will be compensated his regularly scheduled work day/hours.
 - 2. Local candidates scheduled for an interview on a regularly scheduled work day and during their

regular work hours, will be required to work any of their regularly scheduled shift before and/or after the panel interview. A candidate who is scheduled for an interview on his scheduled day off will not be compensated for such time.

3. In the event that an employee is required to overnight, the Company will reimburse the employee for reasonable overnight accommodations (unless the hotel is direct billed) and actual reasonable expenses for meals. Unreceipted expenses will not exceed, without the approval of the Company, the maximums established by the Company.
4. The provisions of Article 18 do not apply to the candidates traveling to a panel interview under this Article.

D. Vacancies not subject to bidding will be filled as follows:

1. Notices of vacancies, request for transfers and awards will be posted electronically, when available.
2. An employee hereunder may request a transfer to fill a regular full time or part time vacancy within his Title Group or outside his Title Group, or within the Fleet Service Agreement, not subject to bidding, either at his own or at another station, provided

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that the employee is qualified for the conduct of the work to which he is to be assigned and provided:

- a. Employee has a minimum of six (6) months' service with the Company.
 - b. Employee has submitted a request for transfer to the Company not less than fifteen (15) calendar days prior to the declared vacancy date.
 - c. Employee has not completed or refused a transfer within the six (6) month period preceding the declared vacancy date.
 - d. Each January 1 and July 1 a request for transfer not submitted within the preceding thirty (30) days will be voided and it will be necessary for a new request to be submitted.
 - e. A vacancy created by the transfer of an employee may be filled or left unfilled by the Company at its option.
 - f. Employees who accept a transfer request will report to their new assignment within fourteen (14) days of acceptance except as outlined in Article 14.E. below.
3. Full time vacancies, under 14.D.2 will be filled by the most senior qualified employee requesting to fill

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such vacancy in accordance with the following order of preference:

- a. System surplus employees in the same classification provided they are senior to the most senior employee holding recall rights to the classification.
- b. If there are, employees on layoff retaining recall rights to the classification, these employees will be blended in seniority order with active part time employees at that station who have transfer requests on file to full time status in the classification with the vacancy.
- c. Employees in a full time bid classification status in the same city requesting a voluntary demotion under the provisions of Article 14.K. will be offered full time vacancies.
- d. Transfer request of employees currently on payroll in the same station to a different classification.
- e. Transfer requests of employees currently on payroll in the same classification in other cities blended in seniority order with part time employees transfer requests in the same classification within the city with the vacancy.

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- f. Transfer requests under the Fleet Service Agreement of those employees (active or laid off) who have a valid transfer from one classification to another at their own station.
 - g. Transfer requests by employees on the active payroll who desire to fill a vacancy in another classification at another station.
 - h. Transfer request by an employee on layoff status in the same classification in which the vacancy exists and who submits a transfer request after being laid off adhering to all procedural and qualification requirements under 14.D.2 of the Maintenance Agreement.
 - i. Transfer request by an employee on layoff status in a classification other than the classification in which the vacancy exists and who submits a transfer request after being laid off adhering to all procedural and qualification requirements under the Fleet Service Agreement.
 - j. New hire
- E. An employee who accepts a transfer request will report to their new assignment within fourteen (14) days of acceptance. In the event that the Company, due to operational concerns, requires an employee to remain in his current position for a period of time beyond the

fourteen days, the employee's base rate of pay will be the greater of his current base rate of pay or the base rate of pay associated with the new assignment from the fifteenth (15th) day after acceptance of the transfer to the new assignment until the actual date of the transfer.

In no event will the employee be withheld from reporting to his new assignment for a period greater than thirty (30) days. If the transfer to the new assignment causes the employee to incur a new occupation or classification seniority date, such seniority will accrue beginning with the earlier of the actual date of transfer or the fifteenth (15th) day following acceptance of the transfer to the new assignment.

- F. An employee having qualified for a different Classification within the Maintenance Agreement (including a qualified employee from a Classification within the Fleet Service agreement), who subsequently fails to demonstrate the required mechanical ability within six (6) months will be returned to his previous Classification and location. Furthermore, the employee would need to re-qualify and allow a period of twelve (12) months to elapse before rebidding for the same Classification.
- G. An employee having received Company furnished training, who subsequently fails to successfully

complete that training, will be offered one (1) make up test opportunity, and if employee fails, the employee will be demoted, and will not be permitted to bid another vacancy in that particular Classification for a period of twelve (12) months following the effective date of such demotion.

H. An employee who is awarded a bid position will not be held on a trial basis in his new assignment for a period longer than one hundred and eighty (180) days and may be demoted or returned to his former assignment in the event of inability to perform his duties in a satisfactory manner. All employees awarded a bid position will be required to have their performance evaluated by a review panel prior to the last day of their one hundred and eighty (180) day trial period. The Union will participate on any such panel in accordance with procedures as determined by the Company. Employees who fail to meet performance expectations as determined by the Company will be demoted as outlined herein. The Company's decision will be final and binding not subject to review under the grievance procedures. In the event that he is demoted, he may return to his former classification hereunder for which he is qualified but he will not for a period of twelve (12) months after such return, bid for a vacancy in the same Classification for which he was unable to demonstrate his ability.

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- I. An employee who is awarded a bid position may be demoted if the Company shows just cause for the demotion through documented examples of non-performance, or proven misconduct that would warrant immediate demotion.
- J. Prior to a demotion under 14.H or 14.I above, the Company agrees to meet with the Union to discuss the basis for demotion and to determine if there is any basis on which to pursue a different course of action, however the Company does not need the Union's concurrence to proceed with the demotion.
- K. An employee hereunder may request a demotion from a bid position at his station provided there is a vacancy within his Title Group in accordance with the order designated in 14.D.3. above with thirty (30) days' notice in writing. Such employee or an employee demoted for cause will not be permitted to bid another vacancy in the same classification for a period of twelve (12) months following the effective date of such demotion.
- L. An employee who permanently transfers at his own request to another classification of work as provided in this Maintenance Agreement or the Fleet Service Agreement will continue to receive his base rate of pay but in no event will his base rate of pay exceed the maximum rate for the classification to which he transferred. If his base rate of pay at the time of such

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transfer is not the same as any base rate of pay for the classification to which he transferred, he will immediately receive the nearest higher base rate of pay for such classification.

An employee, who voluntarily or involuntarily returns to a former classification, will accrue classification seniority for all time out of the original classification provided the employee retains occupational seniority in the former classification at the time of return. Under these circumstances the employee will be treated as if they had never left the original classification. The employee's base rate of pay will be on the same step they would have been on had they never left the original classification.

In the case of a transfer from a higher to a lower classification caused by a reduction in force under this agreement, the above rules will apply.

ARTICLE 15 - FURLOUGH/RECALL FURLOUGH

Tentative Agreement – 03/07/23

- A. An employee having seniority (who has completed his probationary period) and who is directly affected by a reduction in force may accept furlough or in lieu of accepting furlough shall in the following order:
1. Exercise his seniority to fill a vacancy in a lower classification within his Title group at his station.
 2. Exercise his seniority to displace the most junior employee at his station in a lower classification within his Title group.
 3. Fill a vacancy or exercise his seniority to displace the most junior employee at any station in his own or lower classification within his Title group.
 - a. Employees choosing to exercise their seniority to displace a junior employee at another station in accordance with paragraph 3 above must provide the Company notice of such intent within forty-eight (48) hours upon the issuance of the furlough notice option form. Failure to a timely response will limit employees to either filling a vacancy or accepting a furlough. Displacement selections are non-amendable and non-revocable.
- B. An employee will file his current address and current phone number with the appropriate manager at the time of lay-off. An employee must keep the Company

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informed of any change of address and phone number via my.envoyair.com or any other electronic means developed and implemented by the Company.

C. At the time of the lay-off, employees will be advised of, and in order of his seniority, offered his choice of the stations where appropriate vacancies exist and / or the location(s) of the least senior employees in his classification in the system. The number of vacancies and the number of least senior employees in the appropriate classification selected for displacement will correspond to the number of laid off employees who elect to exercise their seniority to a job in their own classification.

1. The number of least senior employees exposed to displacement under this procedure will be subject to change prior to identification of awards.
2. After awards are given the number of least senior employees exposed to displacement under this procedure will not be changed because of failure of a laid off employee to move to a job previously allocated.

D. An employee who is directly affected by a reduction in force and exercises his seniority, either at the time of layoff or after accepting layoff, and thereafter must resign for personal reasons (cannot accept the new area, job or location) will retain recall rights if at the

time of resignation, they so notify the Company in writing of their desire to retain their recall rights. Any employee wishing to avail himself of this provision must do so within 90 days of accepting the new position or location.

Example: Employee is laid off at DFW and elects to displace a junior employee in ORD. After a few weeks in Chicago the employee's family cannot join him and he elects to resign and retain his recall to DFW. This would be permissible.

Same situation as above except the employee elects layoff at the time of the reduction in force and after being unemployed for some time transfers to a vacancy at ORD. He elects to resign for whatever reason and would be eligible to retain his recall rights.

- E. The Company will notify the Union thirty (30) days in advance of planned reductions in force, the number of employees and the locations.
- F. An employee who changes stations due to a reduction in force pursuant to A3 above will be reimbursed by the Company for moving and travel expenses under existing move policy limits.

RECALL

- G. An employee who has completed his probationary period and is laid off by the Company and does not exercise his seniority to displace an employee or accept a vacancy in his or a lower classification will continue to accrue occupational seniority during such layoff for a period of ninety (90) days and the employee will continue to retain occupational seniority thereafter. All seniority will be canceled and reemployment / recall rights forfeited if the employee is not reemployed / recalled by the Company within ten (10) years from the effected date of layoff.
- H. An employee who has completed his probationary period and, in lieu of lay-off, 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 layoff.
- I. An employee bumping through one or more classifications or accepting vacancies and eventually laid off will retain reemployment / recall rights to any non-bid position in each such classification.

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J. 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 16 - LEAVES OF ABSENCE

Tentative Agreement – 04/29/21

A. Personal Leave:

1. When the requirements of the service will permit, an employee hereunder may be granted a personal 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.
2. When the requirements of the service will permit, such leave or leaves may be extended for additional periods not to exceed ninety (90) days. If such personal leave is extended by the Company, the employee will retain but not accrue seniority.

B. Medical Leave:

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.

C. Military Leave:

The reemployment and seniority status of any employee hereunder who, while in the active service of the Company, takes a Military Leave, will be governed

by the provisions applicable by law.

D. Bereavement Leave:

Three (3) days of personal emergency leave (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 / Children, dependent and non-dependent / Mother / Step-mother / Mother in-law / Father / Step-father / Father-in-law / Sister / Step-sister, Brother / Step-brother / Domestic Partner's Mother or Father / Employee's Grandparents / Employee's Grandchildren / Legal guardian (former/current), or any person who is a permanent member of your household. If additional days are required, such days may be deducted from the employee's vacation allowance. Bereavement days must be taken within thirty (30) days of the death. Any extensions must be approved by local management.

E. Jury duty:

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

F. Family Medical Leave:

An employee hereunder granted a leave of absence under the provisions of the Family Medical Leave Act will continue to accrue all forms of seniority during such leave.

G. General:

1. An employee on leave of absence will report, prior to the 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 leave of absence and his employment.
2. An employee hereunder returning from a leave of absence will be permitted to exercise his seniority in resuming his classification at the base to which he had previously been assigned.
3. The Company reserves the right to require a medical 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 exam outside his base station, the Company will be responsible for travel costs and expenses.
4. To the extent that the Company provides more expansive leaves of absence benefits to other

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employee groups, those benefits will be applied to all employees covered by this agreement.

ARTICLE 17 – FIELD WORK

Tentative Agreement – 01/27/23

- A. Employees wishing to sign up for a Road Trip (RT) or Temporary Duty (TDY) assignment must do so in the RT sign up book by Classification or TDY sign up book by Title Group. Sign up books will be located at a location that is agreed upon between the Parties. Once programming is completed, all employees wishing to sign up for a RT or TDY must do so on the Company's electronic system.

- B. Employees selected to support a Field Work assignment must have completed the six (6) month probationary period and must be qualified to perform the required task and completed familiarization school on the type of aircraft to be worked. Probationary employee(s) may be assigned to Field Work in addition to the awarded / assigned crew as a training opportunity.

- C. For any Field Work assignment which requires, or may require, international travel the employee must have a valid passport in their possession at the scheduled time of departure to be eligible for the assignment.

- D. Crew Chiefs and Tech Crew Chiefs or other highly skilled employees (e.g., sheet metal and avionics) may be assigned by management exclusive of the selection criteria set forth in this Article, for jobs such as engine changes, major repairs, electrical problems, avionics, etc. These personnel are not to take the place of the

awarded / assigned crew.

- E. During a Field Work assignment, the employee will, while away from his base be paid reasonable, actual expenses for meals, lodging, and transportation as approved by operating management. Un-receipted expenses will not exceed, without the approval of the Company, the maximums established by the Company. If the Field Work is outside of the United States and its territories, the Company will arrange for and provide direct payment for required work permits, temporary visas, or any associated fees required to perform the work.
- F. Employees supporting the Field Work will take direction from MOC, or their direct supervisor as applicable and give frequent updates and inform them of hotel arrival times when released from the Airport / Task.
- G. The work appointed, the duration of the assignment, and the hours worked while away from base and assigned to Field Work are subject to the direction of management.

Road Trip Selection

- H. When a RT is required (1) that is scheduled to depart the same day that the station is informed of the RT, or (2) an RT is known to depart up to four (4) days in

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advance of the RT departure date for reasons other than specified in 17.J. below, employees on duty who have placed their name in the RT sign up book within (7) seven days prior or no later than one (1) hour after the start of the shift on a daily basis will be considered for that RT. The Company may award the RT to those on the sign-up list up to four (4) days in advance.

1. An employee who places their name on the sign-up book may remove themselves up to one (1) hour after the start of the applicable RT shift.
2. All classifications will be on a separate RT list except for Crew Chiefs, who will be included with the respective classifications.

Example: Aircraft Maintenance Technicians and Crew Chiefs will be included in the Aircraft Maintenance Technician distribution list.

- I. For a RT scheduled to depart the same day that the station is informed of the RT, the Company will select the qualified employee(s) from those who have placed their name in the RT sign up book that day with the least amount of accumulated overtime hours in the current calendar year. If accumulated overtime is equal, the Road Trip will be awarded to highest Occupational Seniority employee(s). If there are no employees signed up, the Company will offer the RT to

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any eligible and qualified employees on duty that day in order of Occupational Seniority. If there are no volunteers the Company will assign eligible and qualified employees on duty that day in inverse order of Occupational Seniority.

- J. When an employee must meet a special government requirement for a RT that is scheduled to depart on a day subsequent to the day on which the station was informed of the RT, or there is a delay due to unavailability of parts, tools or equipment. etc., the Company and the TWU Local President or his designee will discuss the cause for staffing the RT on a subsequent day and meet and agree on a selection process for that RT.
- K. In the event of a flight delay or RT delay, management may use its discretion to replace the employee(s) on the RT.
- L. Technical Crew Chiefs and Inspectors are eligible for RT after all employees on the RT list have been proffered and there are insufficient volunteers. Technical Crew Chiefs and Inspectors will only be eligible for RT if operational requirements permit, as determined by management.
- M. An employee involved in a time-consuming project will be ineligible for a RT assignment if management and / or the Crew Chief has determined that it cannot be

turned over in a timely manner.

- N. If an employee signs up and then declines a RT, the employee will be ineligible for Road Trips for the remainder of that day unless all other eligible employee(s) on the list have been offered an assignment.
- O. Road Trip selection logs will be kept and made available to the Union for thirty (30) days following the date of the Road Trip.
- P. In the interest of safety as well as complying with various Company Policies and Procedures, all Road Trips will be staffed with two (2) employees where a job requires, due to bulk weight, more than one (1) employee, or when driving a vehicle in excess of 350 miles per day is required. The Supervisor on duty will determine how many people will be sent in all other circumstances.

Temporary Duty Selection

- Q. Temporary Duty (TDY) will be awarded on a voluntary basis to those employees on the TDY list at the designated maintenance base station, based on Occupational Seniority. All TDY will be provided via Company email to the employee awarded with a copy to the Local President of the Local Union or his

designee.

1. Using the TDY list, a Supervisor and a Union representative, will contact qualified employees for the title group required, either while at work and/or by the phone number on the TDY list, in descending order of occupational seniority starting where the last TDY call was ended. Employees contacted will be notified of the location and expected duration of the TDY.
 - a. During the call processes a message will be left including a description of the TDY and a telephone number where the employee can call back. If the employee calls back before the required number of employees is reached, that person will be offered the TDY.
 - b. To document TDY trips, a TDY call log will be maintained by management for tracking of TDY trips and call history. This log will include the employee's name, date, time and employee's answer or shall document that they could not be contacted (i.e., left voicemail, did not answer, voicemail full). A member of management and a Union representative will sign the log.
2. No employee will be assigned to a TDY against his wishes.

3. If there are no TDY volunteers, the Company may transfer the TDY assignment to another maintenance base as determined by management.

Pay while on Road Trips

- R. Employees will be compensated for Road Trips in accordance with the provisions of this Agreement including Article 11 if applicable.

Pay while on TDY

- S. When an employee hereunder is required to perform work away from his base station on his scheduled day off, he will be paid at least eight (8) hours compensation overtime rates whether traveling on call or working.
- T. 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 (including shift differential) for each scheduled workday while away from his base station, whether traveling, on call or working.

Returning from Field Work

U. The following will apply to those employees returning from Field Work.

1. When returning from Field Work unless it is during the employees regular scheduled shift that he left out on, the employee must immediately contact management and the employee must badge out within sixty (60) minutes of flight arrival unless approved by management.
2. When an employee returns from Field Work, based on considerations of health and safety due to the employee's lack of rest, the Company will make a reasonable determination to relieve the employee from working the remainder of his scheduled shift, or the entirety of his shift it has not yet begun.
 - a. An employee so relieved from work will be paid his base rate of pay for that portion of his shift from which he was relieved regardless of the rate he would have received had he been permitted to work. All hours paid to an employee pursuant to this paragraph shall be included as hours worked for the purpose of overtime under Article 11.
 - b. When making such reasonable determination, the Company will consider the employee's schedule while on a RT or TDY in conjunction with his schedule upon return.

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- c. Such reasonable determination should, normally be made after the employee has reported back from his RT or TDY and prior to his commencing work, except for such work as may be related to the RT or TDY assignment.
3. When returning from Field Work and it is within seven and one half (7 1/2) hours or less from the beginning of their next scheduled work shift, management will make a reasonable determination whether the employee will come in as scheduled and be paid at short turn rates or be released from the entire shift at the straight time rate.

ARTICLE 18 - ATTENDANCE AT HEARINGS
INVESTIGATIONS OR TRAINING

Tentative Agreement – 04/21/22

- A. When an employee hereunder is required by the Company to attend training classes during regular working hours will be paid for time spent in the attendance of such classes at his base rate of pay and such time will be deemed as time spent at his regular work, provided, however, any time so spent after regular work hours or on a scheduled day off will be compensated either at straight time or as overtime pursuant to the overtime provisions in Article 11.
1. When an employee is required to travel on his scheduled day(s) of work such time will be deemed as time spent at his regular work for all purposes in accordance with Company travel policies and/or applicable law.
- B. An employee required due to training, hearings, investigations, or meetings that travels on a scheduled day off, will be paid at least eight (8) hours for such time at time and one-half his base rate of pay. Travel time referred to herein will begin sixty (60) minutes before the scheduled departure of the flight actually taken by the employee (or any flight for which he stood by) and will end with the actual arrival at the airport of destination. If an employee is required to provide his own ground transportation to an airport other than his base station, the travel time will begin from the time he begins his trip to arrive at the airport

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of departure. In both cases, the time will end with the actual arrival at the airport destination. No employee will receive more than eight (8) hours unless the actual trip time exceeds such.

- C. The Company will provide round trip space positive travel, per Company policy, on company aircraft at the beginning of, and the completion of, the training assignment.
- D. When an employee hereunder is required by the Company to attend hearings, investigations, or meetings, he will be paid for such time at his base rate of pay, however, anytime so spent after regular work hours or on a scheduled day off will be compensated either at straight time or as overtime, pursuant to the overtime provisions in Article 11.
- E. When an employee hereunder is required by the Company to attend training classes, seven (7) calendar days of shift change notice will be given for all training, except in the event there is a last-minute cancellation opening up a seat in a training class and the employee(s) agrees to less than the seven (7) calendar days' notice. Best efforts will be made to schedule such training on an employee's scheduled workday.

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- F. Computer based training will be completed on Company computers and/or other issued company equipment (i.e., iPad) during scheduled work hours.

ARTICLE 19 – GENERAL

Tentative Agreement – 03/22/22

- A. All orders to and request from an employee involving transfers, promotions, demotions, layoff, reemployment, leaves of absence, or anything affecting his pay or status, will be in writing.

- B. When requested by the Local President, employees will be granted relief from duty without pay for the purpose of official Union business provided this does not interfere with the operation.

- C. An employee, holding a position as an International TWU Representative, an International TWU Officer, or a full-time position with the International Union or any of its locals, may request through the International Union, a Union Business (Pay) Continuance Leave of Absence, referred to as "UBP". The request for a UBP will be in writing from the International Union. The request will be sent to the Vice President or designee of Employee Relations. If approved by the Company, the UBP will not exceed twelve (12) calendar months. The written approval will state the expiration date of the leave. An employee on a UBP will continue to retain and accrue seniority throughout the leave.
 - 1. A UBP may be extended in the same manner as stated above. A request for an extension of a UBP must be submitted and approved prior to the expiration date of the current UBP.

2. If the UBP is extended, the employee will continue to retain and accrue seniority.
3. If an employee is on a UBP, there will be no interruption to the employee's pay and benefits, but the Company will bill the Local Union or the International Union, as applicable, for the employee's salary plus a percentage override for tax and benefit related expenses. Failure of the responsible party to pay the billing will result in the termination of the UBP for the affected employee.

D. PAY LOSS FOR UNION BUSINESS

1. The following procedure shall be used for compensation of employee(s) while performing Union business. Subject to the approval of the Managing Director or his designee, the employee(s) who are required to be free for Union business may:
 - a. attempt to execute a shift trade for the necessary days, or
 - b. if the service of the Company permits, be removed from a shift(s) by rescheduling the employee(s), or allowing the employee(s) to drop the shift.
2. The Union President or his designee shall inform in writing, the Managing Director, or his designee, of

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the employee(s) who are required to be free from duty for the purpose of conducting Union business and the proposed dates.

3. The Company shall submit a report to the Union by the fifteenth (15th) of each month for Union Pay Loss due to the Company for the prior month and/or any outstanding balances owed.
4. The Company will compensate the employee while performing such authorized business as if he had performed service on his/her normal duty period as applicable, and will within forty-five (45) days following the month in which such pay loss is incurred advise the Union as to the total amount of such reimbursement. The Company will submit an invoice to the President or his designee detailing the following:
 - a. The names of the employee(s);
 - b. The date(s) off work schedule for Union business;
 - c. The number of scheduled hours missed;
 - d. His/her applicable hourly rate;
 - e. The amount of loss calculated in dollars.
 - f. The base amount of pay loss will be calculated by multiplying the scheduled number of hours missed, times the applicable hourly rate.
5. In addition to the base pay loss calculated in D.4.f. above, the Company may include an additional 17%

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override costs to cover the burden of taxes, workers' compensation benefits, etc. Furthermore, if the Company should fail to bill the Union within the prescribed forty-five (45) day period, as outlined in D.4. above, the Company will forfeit the 17% override fee. This in no way relinquishes the Company's right to collect the amount owed should the Company bill the Union after forty- five (45) days.

6. Within forty-five (45) days after receipt of the invoice the Union will pay the Company the full amount of the invoice, unless the Union reasonably believes the invoice is incorrect and notifies the Company within thirty (30) days of receipt of the invoice of such dispute. The Union will pay promptly the remainder of the invoice that is not in dispute.
 7. UBP and UBC hours shall be considered as hours worked for the purpose of overtime under Article 11.
- E. Within forty-five (45) days after signing this Agreement, the Company will post a copy of this Agreement on the employee portal.
- F. In the event of damage to or the total loss of an employee's tool box and its contents as a result of fire or theft while the box is located on Company property or while the employee is traveling and / or working on

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an authorized field assignment and stored in a Company designated area, the employee will assume the first \$50.00 of replacement cost and the Company will provide up to the following amounts towards the balance of the replacement cost of the tool box:

The Company will reimburse an employee up to a maximum of \$2000.00 for damage or destruction to his toolbox and/or its contents caused by fire, fire suppression systems, flood or other natural disaster of a similar kind or theft. The Company will reimburse the employee \$600.00 for destruction to his tool bag/hand toolbox and its contents caused by fire, fire suppression stems, flood or other natural disaster of a similar kind, or theft.

The benefit only applies to the entire loss of a toolbox and its contents. It does not cover loss of individual tools. Reimbursement will only be for tools required by the Company. The Company will furnish the Union with a required tool list.

- G. Employees covered by this Agreement and their immediate families will be allowed the same pass and reduced fare privilege afforded other Envoy Air Inc. employees.
- H. The Company will provide bulletin boards at each station where employees hereunder are employed, marked Transport Workers Union of America, AFL-CIO

and the appropriate Local number, for the posting of official Union business. Such notices will bear the signature of an officer of the Union and will not contain anything of a defamatory or personal nature attacking the Company or its representatives.

- I. If the Company requires the employees to wear uniforms, the employee will be required to wear standard Company uniforms. At those locations where local law does not require providing a uniform, the Company will provide the following:

1. Basic Uniform for new or transferred employees:

- a. The Company shall provide five (5) uniform tops and five (5) uniform bottoms and one (1) hat.
- b. The employee will have the option of long or short sleeves tops and pants or shorts, appropriate to the position.
- c. The Company will provide a jacket appropriate to the location. Jackets will only be issued to employees between October 1 and March 1 unless specifically approved for a location with extended cold weather seasons.
- d. 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.

2. Uniform Allowance:

- a. On the first date of the employee's anniversary month, he shall receive a two-hundred-dollar (\$200) credit to be used to purchase new uniform pieces. On DOS +24, +36, +48 and +60 months, the credit amount will increase by ten (\$10.00) dollars up to a maximum of two-hundred and forty \$240 dollars.
 - b. The credit will replenish on an annual basis but will not carry over from year to year.
 - c. Employees may purchase additional uniform items at any time at his own cost to be paid solely via credit or debit card.
 - d. In the event that the Company issues new uniforms, existing employees will receive an allotment of five (5) pants, five (5) shirts and if required, additional mandatory uniform items in lieu of the applicable annual allotment specified in 1 above.
- J. An employee will be responsible to replace any part of the uniform which is lost or damaged due to

negligence or abuse.

- K. Employees may wear the standard Transport Workers Union insignia on pins and hats. Transport Workers Union pins may be worn on the Company uniform.
- L. Disciplinary documents generated on an employee covered by the Transport Workers Union will only be kept in his file for a period not to exceed (2) two years.
- M. 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 (airport, port, etc.) for parking in an area designated for employees. This provision will not apply to replacement of original charges to employees for decals, stickers, gate keys, or similar items. Also, where other transportation to and from employee parking facilities is recognized by the Company as an integral part of the employee parking arrangements that transportation will be at Company expense.
- N. No employees will incur any cost associated with the initial issue or renewal of Company or associated Airport / Base required ID badges.
- O. For purposes of defining first or second level supervisory relationships, pursuant to the Company

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nepotism policy, Crew Chiefs and other bid positions covered under this Agreement will not be considered supervisory positions. Therefore, relatives in any of the forgoing positions working under their direction will not be in conflict with the new nepotism policy.

ARTICLE 20 - REPRESENTATION

Tentative Agreement – 05/26/21

- A. The Union may select and designate such representatives in the respective fields, stations, shops and other working units as may be necessary for the purpose of representing the employees 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 at each station and any changes in the personnel thereof. The Company will inform the Union, in writing, of the supervisors with who said Accredited Representatives will deal and changes thereof.

- C. International Officers and Accredited Representatives, or Local Officers of the Union will, at any time during regular working hours, 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 this Agreement and its procedures for the settlement of any dispute. As a matter of courtesy, notice of such intended visit will be given to the ranking Company Official.

- D. An Accredited International Representative of the Union 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. Disputes in respect to actual grievances will be handled exclusively according to the provisions of Article 21, Grievance Procedure. If no settlement is reached under paragraph D of this Article, an appeal may be made, in writing, within thirty (30) days to an Arbitration panel (as described in Article 22) of this Agreement.

- E. The Union does not question the right of the Company supervisors to manage and supervise the work force and make reasonable inquiries of employees, individually or collectively, in the normal course of work. In meetings for the purpose of investigation of any matter which may eventuate in the application of discipline or dismissal, or when written statements may be required, or of sufficient importance for the Company to have witnesses present, or to necessitate the presence of more than one Company supervisor, or during reasonable cause or post-accident drug / alcohol testing as provided in Article 20G, the Company will inform the employee of his right to have a Union representative present. If the employee refuses representation, the supervisor's record will

reflect his refusal.

1. When the Company convenes a meeting under the provisions of Article 20E, it will, except for rare and compelling reasons, indicate the purpose of the meeting and then, provide an opportunity for the employee and his Union representative to confer for a reasonable period of time. Once the 20E meeting reconvenes, it will continue until concluded by the supervisor.
 2. Before written notification of discipline or dismissal is given to the employee, he will be afforded the opportunity to discuss the matter with his supervisor. If he desires, he will have a Union representative present during this discussion. Nothing in this article will be construed as preventing the Company from holding an employee out of service pending an investigation.
- F. Employees covered by this Agreement who are interviewed by a Company Security/Safety Department representative as part of a Security/Safety Department investigation may, upon request, have an Accredited Representative present during the interview. If a local representative is not readily available, after the request, the Company's Security/Safety Department will not be required to wait for his availability before conducting the interview. However, the employee in that circumstance

may request the presence of another Union represented employee to be present. The role of the Representative will be that of a silent observer only. The Representative may in no way interfere nor impede the Security/Safety Department's investigation and I or interview.

- G. Employees who are required to take a reasonable cause or post-accident drug / alcohol test by the Company may, upon request, have a Union representative present as a witness during those parts of the specimen collection process indicated below.
1. In those stations where a local Union representative is not readily available, the Company will delay the test for up to one (1) hour from the time the employee requests or is notified of his right to Union representation, whichever comes first, in order to allow the first available representative to be present at the medical facility.
 2. Only one (1) Union representative will be allowed to accompany the employee to the medical collection facility and into the collection area where the medical collector opens the drug testing kit, completes the relevant paperwork and secures the kit after completion of the drug testing process. The Union representative will be allowed to witness the opening of the collection kit by the collector, the documentation of the chain of custody procedure by

the collector and the employee, and the packaging and sealing of the kit for shipment following the collection. The Union representative will not be allowed to accompany the employee or collector into the restroom.

3. In accordance with the Federal Aviation Administration's directive of July 1990, no Union representative will engage in any activity, which disrupts the collection process. Should the Union representative engage in disruptive activity, the representative will be required by the Company supervisor to wait in the employee / patient waiting area until the collection process and paperwork has been completed. This is pursuant to the Federal Aviation Administration's directive.

ARTICLE 21 - GRIEVANCE PROCEDURE

Tentative Agreement – 05/19/22

A. Grievance Steps

1. Step 1. An employee who believes that he has been unjustly dealt with or that any provisions of this Agreement have not been properly applied or interpreted, or against whom the Company has proffered charges in writing, may present his grievance through his representative, within seven (7) days via email at envoy.twu.grievance@aa.com to the Company. The Company will assign a case number, add the grievance to the docket (which will be updated and sent on a monthly basis to TWU) and forward the grievance to the designated Manager at the station to evaluate the grievance or complaint and render his decision as soon as possible but no later than seven (7) days following receipt of said grievance (the 7 days begin the day the employee emails the grievance). The decision will be sent to the employee's Company email address, the designated TWU email address listed on the grievance form, and to the employee's personal email address as designated on the grievance form and to envoy.twu.grievance@aa.com.
2. Step 2. If the decision of the designated Manager is not satisfactory, the grievant may appeal through his representative within ten (10) days to the Company via email at

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envoy.twu.grievance@aa.com. The Company will forward the grievance to the designated Managing Director or his designee, who will render a decision as soon as possible, but no later than ten (10) days after the appeal is submitted to him.

Responses will be sent to the designated TWU email address. to the employee's personal email address as designated on the grievance form. to the employee's Company email address and to the Company email address (above).

3. Step 3. If the decision of the Managing Director or his designee is not satisfactory to the employee, the grievance and the decision thereon may be appealed to the Envoy Air Inc. System Boards of Adjustment as provided for in Article 22 of this Agreement; provided however said appeal is submitted within twenty (20) days of receipt of the decision rendered by the Managing Director or by his designee. Once a grievance has been docketed for System Board using a neutral arbitrator, the Managing Director or his designee and/or Labor Relations and the Local Union President or his designee will meet in an effort to resolve the grievance prior to the selection of a neutral arbitrator.

- B. Grievances involving discharge, will be submitted initially to the second step of this Article. If the grievance is unresolved after such second step it may

be submitted to the System Board of Adjustment.

- C. All grievances processed under the procedures provided above will be via e-mail and will be signed by the employee whose grievance it is, and all decisions on said grievance will be via e-mail.
- D. The parties may agree to mutually extend and of the timelines in this Article.
- E. An employee who has a grievance and his representative may present the grievance during work hours without loss of pay for time so spent, but no more time than is reasonably necessary will be devoted to such presentation of grievance.
- F. If, as a result of a decision in any of the steps of the grievance procedure, an employee is exonerated, all related disciplinary records will be removed from the employee's personnel file and balancing entries made. In addition, if he has been held out of service, he will be reinstated without loss of seniority, and he will be paid at his base rate of pay for his regularly scheduled hours.
- G. If the decision to be made by the Company under the provisions of this Article 21 is not made within the time limits prescribed herein for such decisions, the grievance will be processed to the next step.

H. 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 22 of this Agreement through the Grievance Mediation Services Alternative Dispute Resolution (ADR) process. The following guidelines will apply:

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.

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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 22 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 shall not disseminate information pertaining to the conference and/or individual grievances to the public, the media or like source.

ARTICLE 22 - SYSTEM BOARDS OF ADJUSTMENT

Tentative Agreement – 05/19/22

- A. There is hereby established, pursuant to the provisions of the Railway Labor Act, as amended, a System Board of Adjustment, called the "Envoy Airlines Inc. System Board of Adjustments".

- B. The System Board will be composed of three (3) members, one (1) selected by the Company and one (1) selected by the Union and one (1) neutral arbitrator jointly selected by the parties.

- C. The System Board will have jurisdiction 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; or disputes between the Company and the Union involving discharge or discipline.

- D. A grievance may be appealed in writing to the System Board in accordance with Article 21 by either party stating the position of the grievance. Union submissions will be submitted via email at envoy.twu.grievance@aa.com.

- E. The System Board hearings will generally be held in DFW for all interpretation and application grievances. Discipline and Discharge grievances will be held at the location where the grievance was filed unless a different location is agreed upon by the Company and

Union System Board members.

- F. The System Boards may summon any necessary witness(s) and relevant non-confidential records of the Company and the employee involved. An employee will not be required to testify unless he was a first-hand witness. The Company and the Union will cooperate to ensure that all witnesses summoned by the Board will appear in a timely fashion. The Union will limit its requests for the number of witnesses in order to not interfere with the service of the Company. Reasonable requests by the Union for employee witnesses deemed essential to the hearing will be honored, provided the approval of the requests for witnesses will not result in interference with the service of the Company. To meet the interests of the Union and the Company with regard to this provision, the Company may require employees acting as witnesses to make every reasonable effort to shift trade to make themselves available to appear at the hearing, prior to being released.
- G. Disputes arising from paragraph F will be immediately referred to the Director of the Air Division and the Vice President Legal/Labor/employment or their respective designees for resolution.
- 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 System Board hearings. Upon mutual written 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. 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 arbitrator to serve as the third (3rd) member of the System Board by alternately striking names from the list submitted by the National Mediation Board. The party to strike first will be determined by which party struck last in the preceding arbitration by local.
- J. A majority vote of all members of the System Board 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. System Board findings and decisions will be stated in writing.
- K. The 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.

- L. The System Board will keep a complete and accurate record of all matters submitted for its considerations and of all findings and decisions made. Such findings and decisions of the System 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.
- M. All expenses of the System Board, including those of the neutral arbitrator in the determination of the controversy as herein provided, will be borne one-half (1/2) by the Company and one-half (1/2) by the Union. The salary or compensation of the members of the System Board, if any, will be by the parties selecting its member; except that System Board members who are employees of the Company will be granted necessary time off without loss of pay to attend System Board meetings. System Board members will receive space available transportation over the lines of the Company from point of duty to point of meetings of the System Board.
- N. Essential witnesses and representatives will be furnished space available transportation over the Company's lines without charge to, the point of hearing and return.

O. The following procedures are provided in order to standardize the arbitration process and avoid any controversy regarding the deliberations and discussions associated with the publication of System and Area Boards of Adjustment awards:

1. Executive Sessions for every case should take place at the conclusion of the hearing or at such time as agreed upon by a majority of the System Board at the conclusion of the Hearing. A postponed session may be necessary due to the submission of briefs or other post-hearing issues. and should be the exception, not the rule.
2. An arbitrator's draft decision, distributed to the Union and Company System Board members unsigned, may be changed to any extent agreeable to a majority of the System Board. A written decision once executed and signed by the neutral arbitrator. will only be modified as to content by agreement of all System Board members.
3. The System Board members are not to discuss the decision of the Board with anyone other than the System Board members prior to the publication of the award by the administrator of the System Board.
4. No ex parte communication concerning the case (that is discussion held without the presence of the

full System Board) is permitted at any time.

5. The details of the Board's deliberations must be held confidential by virtue of the Board's intended neutrality. No System Board member should divulge the nature or content of the discussions held between the System Board members in reaching their decision.

ARTICLE 23 - MEAL PERIODS

Tentative Agreement – 04/27/21

- A. Meal periods will be thirty (30) minutes, except when a longer period is agreed upon between the parties.
- B. Meal periods will be scheduled not earlier than two and one half (2-1 /2) hours after commencement of work and not later than six (6) hours after commencement of work for full time employees. If the employee is not afforded a meal period within the foregoing time span, an uninterrupted meal period will be provided between the sixth hour and the end of the employee's scheduled shift and the employee will receive thirty (30) minutes additional pay at his base rate of pay.
- C. An employee on a ten (10) hour shift, meal period will be one half hour unpaid, commencing after three and one-half (3-1/2) hours and before the seventh (7th) hour of the shift. Each ten (10) hour shift will actually be scheduled for ten and one-half (10-1/2) hours. If the employee is not afforded a meal period within the foregoing time span, an uninterrupted meal period will be provided between the seventh (7th) hour and the end of the employees scheduled shift and the employee will receive thirty (30) minutes additional pay at his base rate of pay.
- D. By mutual, local agreement between the Company and the Union, eight (8) and ten (10) hour shifts may be scheduled with no meal period. Such eight (8) and ten

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(10) hour shifts will actually be scheduled for eight (8) or ten (10) hours.

ARTICLE 24 – PART-TIME EMPLOYEES

Tentative Agreement – 03/07/23

The Company may utilize part-time employees up to a maximum of seven and a half percent (7.5%) of full-time employees or one (1) employee, whichever is greater, in each classification under this Agreement at each station. The provisions of the Agreement will apply to part-time employees except as follows:

- A. Any vacancy or vacancies may be declared by the Company to be part-time.

- B. A part-time vacancy or vacancies will be filled by the most senior qualified employee(s) requesting to fill such vacancy or vacancies in accordance with the following order of preference:
 - 1. By full-time employees in the same classification, currently working at the station.
 - 2. By an employee with recall rights to the station.
 - 3. By employees with active transfers on file.
 - 4. By new employee(s).

A full-time employee's refusal of part-time work will not affect that employee's seniority or recall rights under this Agreement.

C. A part-time employee will be scheduled as follows:

1. For no less than three (3) consecutive hours, but no more than six and one half (6-1/2) consecutive hours in a workday excluding lunch and for a maximum of five (5) consecutive workdays in a workweek.
2. For up to eight (8) consecutive hours (excluding meal periods) for up to four (4) consecutive workdays in a workweek.
3. Part-time employees may volunteer for split days off. Part-time probationary employees may be assigned to split days off during probation only.

D. Part-time employees required to work in excess of five (5) hours will be allowed a thirty (30) minute unpaid meal period. The provisions of Article 23.B will not apply.

E. If a part-time employee is scheduled and works on a holiday, he will be paid at the applicable rate as defined in Article 6 for hours worked. If a part-time employee is not scheduled to work on holiday, he will be paid one-fifth (1/5) of his regularly scheduled, work hours for that workweek at base rates of pay for the holiday.

- F. The probationary period for a part-time employee will be the same as for a full-time employee.
- G. A part-time employee will accrue Company and Occupational seniority on the same basis as a full-time employee.
- H. The provisions of Article 11 Overtime will apply to part-time employees.
- I. Part-time - Personal Days Off (PDO) General

The provisions of Article 5 and Article 7 shall apply to part-time employees including, but not limited to, the following provisions specifically relating to the conversion to, accrual, and use of, PDO hours for part-time employees.

1. PDO accrued during a calendar year pursuant to Article 5 will not be used prior to January 1 of the following year.
2. Unused PDOs will be cumulative in the catastrophic sick bank up to a maximum of seven hundred twenty (720) hours.
3. A part-time employee who uses PDO hours will be compensated at his regular rate of pay for the number of hours he is scheduled to work.

J. Part-time Personal Days Off Accrual and Use

1. The number of PDO hours accrued will be determined by length of service (as for full-time employees) adjusted for leave of absence and layoff, in accordance with Article 5.B.1.-6, and in accordance with paragraph J.2. below.
2. The number of hours of PDO paid to a part-time employee will be based on the employee's average weekly hours worked, excluding overtime and including CS hours in the previous calendar year (such average will not be more than forty (40) hours for any one (1) week period). The part-time employee's average weekly hours as defined above will then be expressed as a percentage of full-time hours (40 hours), and the resulting percentage will be applied to the PDO hour accrual rates set forth in Article 5.B.1.-6. to determine the number of PDO hours to which he will be entitled for use in the following year.

EXAMPLES:

The full-time PDO accrual for an employee with three (3) years of active service is 112 hours. Depending on his average weekly hours worked, a part-time employee with the same three (3) years of active service will accrue PDO hours as follows:

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Average Weekly Hours worked (AWH)	Percentage of AWH to Full-time hours	Full-time TTL PDO Hours Credited for use in following year (3-year emp)	Part-time TTL PDO Hours Credited for use in following year (3-year emp)
20	50%	112	56 hours
25	62.50%	112	70 hours
30	75%	112	84 hours
35	87.50%	112	98 hours
40	100.00%	112	112 hours

3. A part-time employee who, as of December 31 of any year, has less than one (1) year of service with the Company will be entitled to Personal Days Off with pay on the basis of four (4) hours and twenty (20) minutes accrual for each month of active service with the Company for PDO to be taken in the following year.
4. Part-time employees must bid all but thirty-two (32) hours (AWH worked 20) up to a maximum of sixty-four (64) (AWH worked 40), of Personal Days Off to be used in one-week blocks of time during the following year. These one-week blocks of time off or Consecutive Personal Days Off (CPDOs) must be bid in accordance with Article 5.F.1.- 4.
5. The part-time employees remaining available PDO hours that have not been bid as CPDOs may be taken for any reason during the following year subject to the provisions of Article 5.G.

6. Notwithstanding the provisions of Article 5 of the Agreement, in the event that a full-time employee changes status and becomes a part-time employee, or in the event a part-time employee changes status and becomes a full-time employee, the average weekly hours worked calculation in J2 above will apply for the PDO period during the year in which the employee's status changed.

- K. All full-time employees under this Agreement, if affected by a reduction in force, may exercise their seniority under the provision of Article 15 to fill a full-time job in their own or lower classification, or at their option elect to displace or fill a part-time position at their station. An employee electing to fill a part-time position under the provisions of Article 15 will retain recall rights back to the full-time position.

- L. A part-time employee's injury on duty benefits will be in accordance with the applicable workman's compensation laws.

- M. A part-time employee whose shift begins at or after 1500 and before 2000 will receive a shift differential of twenty-five (.25) cents per hour for all hours worked. For part-time employees whose shift begins at or after 2000 and before 0500 will receive a shift differential of forty-five (.45) cents per hour for all hours worked.

ARTICLE 25 - UNION SECURITY

Tentative Agreement – 01/13/22

- A. All employees covered by this Agreement will, as a condition of employment, maintain membership in the Union so long as this Agreement remains in effect, to the extent of paying initiation fee and membership dues (not including fines and penalties), or agency fees in accordance with applicable law. An employee may have his membership dues deducted from his earnings by signing the form "Assignment and authorization for Check-Off of Union Dues", also referred to as "Check-Off Form" or, if no such authorization is in effect, he must pay his initiation fee and membership dues directly to the Union.
- B. All new employees of the Company hired on or after the effective date of this Agreement will become members of the Union sixty (60) calendar days after the date of employment with the Company and will, as a condition of employment, maintain membership in the Union so long as this agreement remains in effect, to the extent of paying initiation fees and membership dues, or in lieu of maintenance of membership, agency fees in accordance with applicable law. The Company will allow the Union an opportunity, during local orientation, to meet with new employees and transferees regarding Union matters.
- C. Employees who are or become members of the Union under paragraphs A or B above will pay membership dues as set forth in this Article, except that a payment

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for membership dues will not be required as a condition of employment during leaves of absence without pay or during periods of transfer to a classification or position not covered by this agreement.

1. An employee, who accepts a position with the Company outside of the bargaining unit, in accordance with Article 9.I., must continue to pay Union dues in order to retain but not accrue his seniority for a period of up six (6) months.
 2. If the employee elects to forfeit his seniority prior to the end of the six (6) months, he can provide written notice to the Local President and the Counsel of Labor Relations to do so. Accordingly, the requirement to pay Union dues will cease on the first payroll period following the date of the notice.
- D. "Member of the Union", for purposes of this Article 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 initiation fee and membership dues as specified herein, or agency fee payer not more than sixty (60) calendar days in arrears in the Payment of his fees.
- E. When an employee who is a member of the Union becomes delinquent within the meaning of paragraph

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D above the following procedure will apply:

1. The Director of the Air Division of the Union will notify the employee in writing, certified mail, return receipt requested, that he is delinquent in the payment of the initiation fee and 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 fifteen (15) calendar days of the date of 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 fifteen (15) calendar day period, the employee still remains delinquent, the Director of the Air Division of the Union will certify, in writing, to the Vice President-Employee Relations of the Company, 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 Employee Relations 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 this paragraph, will be deemed to have

been discharged for cause within the meanings of the terms and provisions of this Agreement.

F. 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.

G. Any grievance by an employee concerning the interpretation or application of the provisions of this Article will be subject exclusively to the following procedure:

1. An employee who believes that the provisions of this Article pertaining to him have not been properly interpreted or applied may submit his request for review, in writing, within five (5) calendar days from the date the grievance arises, except that a grievance arising under paragraph E1, must be filed within the fifteen (15) calendar day period specified in that paragraph. The request will be submitted to his immediate supervisor who will review the grievance and render his decision, in writing, not later than five (5) calendar days following the receipt of the grievance.
2. The immediate supervisor will forward his decision to the employee with a copy to the Local Union

Accredited Representative. If the decision is not satisfactory to both the employee and the Union, then either may appeal the grievance directly to the System Board of Adjustment, established under Article 22 of this Agreement, within ten (10) calendar days from the date of the decision. The terms and provisions of such Article will be applicable, except as otherwise specified in this Article.

3. If the Union should appeal the decision to the System Board of Adjustment, it will prepare a joint submission of the grievance setting forth the Union's and the employee's position and forward copies to the employee, the Vice President-Employee Relations of the Company and to the members of the System Board of Adjustment. If the employee should appeal the decision, he may request the Vice President Employee Relations to prepare the submission papers in his behalf of the System Board of Adjustment. In this event, such request will be made by the employee, in writing, to his immediate supervisor who will transmit, through the local Manager all facts, data and information concerning the grievance, together with a copy of the decision from which the appeal is taken. The Vice President Employee Relations will forward copies of the employee's separate submission to the employee, the local Manager, the Director of the Air Division of the Union and to the members of the

System Board of Adjustment.

4. During the period a grievance is filed under the provisions of this paragraph and until after final award by the System Board of Adjustment, the employee will not be discharged from the Company because of noncompliance with the terms and provisions of this Article. In the event the employee's grievance is denied because he has not tendered dues owed under this Article, he will be considered discharged for cause. In any proceeding under this Article, the employee, the Company, and the Union will be allowed to present any facts or arguments supporting their position concerning proper application of this Article.
 5. The Union agrees that it will indemnify the Company and save the Company harmless from any and all claims, 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.
- H. 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.

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT

- I. 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. The Union further agrees that the Company may take disciplinary action for any violation of this provision.

- J. 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.
 1. When a member of the Union properly executes such "Check-Off Form", the Union will email an original copy to envoy.payroll@aa.com. 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 envoy.payroll@aa.com for future Union dues withholding. Check-Off Forms and notices received by the Company will be stamp-dated on the date received via the email and will constitute notice to

the Company on the date received, and not when mailed.

2. When a Check-Off Form is received by the Company nor before a given payday, deductions will commence with first 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. 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 names, personnel numbers and station numbers of the employees for whom deductions have been made in that particular period, arranged in order of their personnel numbers. Additionally, the Company will supply in duplicate to the office of the Union a listing of those 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 Check-Off to the Union on a monthly basis.

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT

3. No deductions 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.

4. 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 as governed by the provisions of paragraph B above. 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.

5. 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.
6. 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.

ARTICLE 26 - NO STRIKE - NO LOCKOUT

Tentative Agreement – 03/18/21

- 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. The Company will neither cause nor permit any lockout of employees covered hereunder during the life of this Agreement; and
 2. 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 work of any kind, during the life of this Agreement.

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT
ARTICLE 27 - SAVING/INVALIDATION
CLAUSE AND APPLICATION OF THE
AGREEMENT

Tentative Agreement – 07/18/22

- A. Should any term or provision herein be rendered invalid, such invalidation will not affect the remaining terms and provisions of this Agreement which will remain in full force and effect.

- B. In the event of invalidation, unless otherwise required by law, either the Company or the Union may, upon thirty (30) days written notice, request negotiations concerning modifications or amendment of the invalidated provision or provisions and such negotiations will commence within fifteen (15) days from the date of receipt of said notice.

- C. 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 protections provided by applicable law. 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

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT

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.

- D. In no instance will this Article apply to Laws concerning the amount paid for minimum wages (i.e., this Article shall not constitute a waiver regarding the payment of any applicable minimum wage).

- E. The Laws referenced in this Article shall include but are not limited to: 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 1-24-11 O; Cook County Earned Sick Leave Ordinance, Cook Cty., Ill., Code of Ordinances, Cook Cty., Ill., §§ 42-1 to 42-10; Los Angeles, California, Living Wage Ordinance, L.A. Admin. Code Section 10.37.2(b) & (c); N.Y.C. Earned Safe and Sick Time Act, N.Y.C. Admin. Code Title 20, Chapter 8; N.Y. Healthy Terminal Act 2020 N.Y. SB 6266.

ARTICLE 28 - HEALTH & SAFETY

Tentative Agreement – 04/27/21

- A. No employee will be required to participate in a bomb scare investigation or search against his wishes.
- B. The Company will provide protective devices and other equipment necessary to meet safety regulations and safety standards and will make provisions for the health and safety of the employee during hours of employment. The Company will also make available adequate rain and cold weather gear, and hearing protection.
- C. The Company agrees to maintain safe, sanitary conditions in all Company shops and facilities.
- D. The Company will provide adequate heating in all shops and facilities.
- E. In the event that the Company declares a transportation emergency, it will notify the Local Union President by phone or text message.
- F. In order to eliminate accidents, illness, unsafe and unsanitary conditions a joint Health & Safety Company / Union safety committee will be established. It will be the duty of this committee to see that all state and local health and safety regulations are complied with, that safety equipment is being used and that safety practices and procedures are being followed.

G. In the event that the Joint Health & Safety Committee is unable, within sixty (60) days, to resolve an issue which has been brought to its attention, either the Company or the Union may submit the issue to the System Joint Health & Safety Committee which will constitute a board to review the issue(s). The System Joint Health & Safety Committee will consist of a representative of the Transport Workers Union International and a representative of the Company's Safety office. If the issue(s) is / are not resolved by the System Joint Health & Safety Committee, either representative may submit the issue(s) on appeal to the Board of Adjustment in accordance with the provisions of Article 22 of the Labor Agreement.

ARTICLE 29 – DURATION OF AGREEMENT

Tentative Agreement –

This Agreement shall become effective as of **DATE**. It shall continue in full force and effect until and including **DATE**, and shall renew itself until each succeeding **DATE** thereafter, except that a written notice of intended change may be served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party hereto at least sixty (60) days prior to **DATE**.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this **DATE**.

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT
LETTER A - CR1 ENTRIES/EMPLOYEE
REBUTTAL RELATIVE TO INVESTIGATIONS

Tentative Agreement – 02/17/22

Date

Mr. Jose Galarza
International Representative
Transport Workers Union
1220 19th Street NW, STE 600
Washington, DC 20036

Dear Mr. Galarza,

This letter will confirm our understanding reached during negotiations, that if there is an investigation of sexual harassment and the charged employee is found to be exonerated of the charges, no entry regarding the charge or investigation will be made in the CR1. Any entry previously made will be deleted from the CR1.

In other cases, a CR1 entry, if any, will reflect the nature of the discussion with the employee. When an employee is coached and counseled resulting in a CR 1 entry, the employee can submit a separate rebuttal to the CR1 entry, sign and date it and it will be attached to the Company's electronic recording system (e.g., Emanager or any successor system). The employee will be provided a photocopy of the related CR1 documentation and a copy will be sent to the employee's Company e-mail address.

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT

As always, the employee has the prerogative of reviewing the CR1 entry and providing any additional information desired.

This will in no way preclude the Company from discussing policy as related to investigations.

If the above accurately reflects your understanding of our agreement, please signify by signing below.

Sincerely,
Chris Pappaioanou
Vice President, Legal
Envoy Air Inc.

Agreed to:
Jose Galarza
International Representative
Transport Workers Union

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT
LETTER B - 401k COMPANY MATCH
OF ELIGIBLE EARNINGS

Tentative Agreement – 06/22/21

Date

Mr. Jose Galarza
International Representative
Transport Workers Union
1220 19th Street NW, STE 600
Washington, DC 20036

Dear Mr. Galarza,

This letter will confirm our understanding reached during negotiations whereby the Company offers to continue to provide a Company contribution for employee savings deferred in a 401 (k) plan.

The details are outlined in the Envoy Air Inc. 401 (k) Plan Document. However, the chart below summarizes the agreed to contribution levels negotiated by the parties. Subject to the extent allowed by law, the Company shall contribute as an Employer Matching Contribution the following amount based on the employee's elective contributions and length of service:

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT

Complete Years of Service	Company Match of Eligible Earnings
1 - 4	50% of up to 6% of eligible earnings for a maximum of 3%.
5 - 9	70.80% of up to 6% of eligible earnings for a maximum of 4.25%.
10 - 14	90.00% of up to 6% of eligible earnings for a maximum of 5.40%.
15 - 19	100% of up to 6% of eligible earnings for a maximum of 6%.
20+	100% of up to 7% of eligible earnings for a maximum of 7%.

Sincerely,
Chris Pappaioanou
Vice President, Legal
Envoy Air Inc.

Agreed to:
Jose Galarza
International Representative
Transport Workers Union

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT
LETTER C - COPE DEDUCTIONS

Tentative Agreement – 05/25/21

Date

Mr. Jose Galarza
International Representative
Transport Workers Union
1220 19th Street NW, STE 600
Washington, DC 20036

Dear Mr. Galarza,

This will confirm our recently reached agreement with regards to COPE payroll deductions.

We agreed the Company will allow all TWU represented employees to authorize payroll deductions for this fund, on a voluntary basis only. It will be the employee's responsibility to obtain and submit an authorization card to the Company. The Company will transfer funds collected to the TWU on the same schedule used for dues transfer.

Sincerely,
Chris Pappaioanou
Vice President, Legal
Envoy Air Inc.

Agreed to:
Jose Galarza
International Representative
Transport Workers Union

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT
LETTER D - EXPANSION OF HOLIDAYS
OR MEDICAL PLANS
Tentative Agreement – 05/25/21

Date

Mr. Jose Galarza
International Representative
Transport Workers Union
1220 19th Street NW, STE 600
Washington, DC 20036

Dear Mr. Galarza,

This letter will confirm our understanding reached during the recently concluded negotiations in which the Company agrees that in the event it grants to other employees at Envoy Air Inc. an additional Holiday(s), Vacations or Improved Medical Plans, the Company will grant the same to those employees covered under this Agreement.

Sincerely,
Chris Pappaioanou
Vice President, Legal
Envoy Air Inc.

Agreed to:
Jose Galarza
International Representative
Transport Workers Union

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT
LETTER E - AVIONICS PREMIUM /
GRANDFATHERED EMP
Tentative Agreement – 04/29/21

Date

Mr. Jose Galarza
International Representative
Transport Workers Union
1220 19th Street NW, STE 600
Washington, DC 20036

Dear Mr. Galarza,

Those grandfathered employees who are currently performing avionics duties and are receiving a \$0.75 / hr. avionics premium will continue to receive this premium under the following conditions:

It is understood that the grandfathered avionics employees who possess A&P licenses will perform Aircraft Maintenance Technician duties that are associated with their job functions as an Avionics Technician.

It is understood that if a grandfathered Avionics Technician employee should leave his current position, he will relinquish the \$0.75 / hr. premium.

It is also understood that if a grandfathered Avionics Technician employee returns to the avionics position, he will not be entitled to receive the \$0.75 / hr. premium.

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT

If the above accurately reflects your understanding,
please signify by signing below.

Sincerely,
Chris Pappaioanou
Vice President, Legal
Envoy Air Inc.

Agreed to:
Jose Galarza
International Representative
Transport Workers Union

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT
LETTER F - ONE STATION
AGREEMENT / JFK & LGA
Tentative Agreement – 05/26/21

Date

Mr. Jose Galarza
International Representative
Transport Workers Union
1220 19th Street NW, STE 600
Washington, DC 20036

Dear Mr. Galarza,

We have agreed to recognize JFK Airport (JFK) and LaGuardia Airport (LGA) as a one station complex under the following scenarios:

A. An employee based at JFK or LGA will:

1. Be given preference over employees located at other airports I stations with regards to Article 14 - Transfers and Promotions and be considered before any other candidates regardless of their seniority for JFK and LGA higher classification, transfer and reclassification positions / vacancies.
2. Be deemed to be based as one station in the event of:
 - a. A surplus of employees at one airport when vacancies exist at the other;

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT

- b. A reduction in force at either airport when there are no vacancies available at the other;
- c. A reduction in force at both airports;
- d. A recall of laid-off employees at both airports;
- e. Temporary assignments between airports.

B. Higher Classification positions:

1. A higher classification vacancy will be filled by honoring requests of qualified employees for reassignment from one airport to the other. To be considered qualified, an employee must hold, as a result of having been selected the successful bidder, a job in the same classification as the vacancy and involving the same requirements. The method to follow is outlined below in paragraph (D).
2. Vacancies remaining after such requests have been honored are to be awarded as outlined in Article 14 of this agreement.
3. If a reduction in force is exercised at either JFK or LGA an employee in a bid position affected by the RIF may exercise his seniority to first fill a non-bid vacancy at his current airport, if one exists. If no vacancy exists, he may then exercise his seniority to displace a non-bid position at his current airport.

C. Non-Bid Vacancies - Transfers:

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1. If a vacancy occurs (non-bid) within the one station complex, requests for lateral reassignment between JFK and LGA will be honored before transfer requests from other stations in the system are considered, and before new employees are hired. An employee interested in being reassigned to the other station (JFK to LGA or LGA to JFK) must file a request for such reassignment not less than fifteen (15) calendar days prior to reassignment date. All requests will be valid until the following January 1st and July 1st. Each January 1st and July 1st, a request for reassignment not submitted within the preceding thirty (30) calendar days will be voided and it will be necessary for a new request to be submitted.
2. Under this procedure, the Company will not require, as a condition of being eligible to request reassignment, that an employee has completed six (6) months of service at his current airport. However, an employee on probation must have completed his probationary period before being eligible to request such reassignment from one airport to another.
3. Selection to fill a vacancy will be made on the basis of the most senior employee in the same status requesting the reassignment, unless medically restricted.

4. If there are no requests, or an insufficient number of requests to fill any such vacancies, requests for transfer on file from employees at other locations in the system will be honored.

D. Reclassification:

1. If an employee is eligible for upgrading from one classification to another, this will be done on a one-station basis, subject to the requirements of Article 14 as outlined in the AMT & related agreement and Article 14 of the Fleet Service Agreement.

E. Surplus Employees at One Airport, Shortage At The Other Airport:

1. When there is a surplus of employees at one airport and corresponding vacancies at the other airport, the number of employees involved at the airport with the surplus will be equalized through reassignment of volunteers, if any.
2. Selection of volunteers will be made on the basis of the most senior volunteers. If no employee volunteers or an insufficient number volunteer, then the selection will be made on the basis of the most junior employee from the airport with the surplus to the airport with the shortage.

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT

3. If a surplus still exists, such employees who refuse reassignment will be subject to a reduction in force.
 - a. Such surplus employee may accept layoff with recall rights to the original airport of surplus.
 - b. If such employee accepts layoff and a vacancy occurs in the city from where he was laid off, he will be blended in seniority order with active transfers in the same classification within the one station complex. Such vacancy will be filled with the most senior employee.
 - c. An employee who accepts layoff as described above will not be afforded the provisions outlined in paragraph (G) below or the provisions of Article 15 of this Agreement.
4. No Transfer Requests (C) or Reassignments (D) will be processed until the equalization process has been finalized.

F. Reduction In Force:

1. If a reduction in force is exercised at one of the stations in the one-station complex, the two stations will be combined for the purposes of the reduction in force.

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT

2. In the event that there is not a vacancy at the other airport, in the one-station complex then the most junior employee will be affected by the reduction in force and may accept layoff or exercise his seniority in accordance with the provisions of Article 15 of this agreement.

G. Recall:

1. An active employee involuntarily moved from one airport to the other (JFK to LGA or LGA to JFK), as a result of a reassignment, surplus or reduction in force will maintain recall rights back to the original airport.
2. This recall will not be applicable to any higher classification position that was affected by a reduction in force.
3. Vacancy(s) that occurs in the city where there was a reduction in force:
 - a. Will first be offered to active employees within the one station complex who hold recall.
 - b. Remaining vacancies will be processed as outlined in Article 15 of this agreement.

H. Expenses:

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT

1. An employee reassigned from one airport to another within the one-station complex, whether by employee request or by direction of the Company, will not be eligible for the Company moving reimbursement I expense.

I. Temporary Assignments Between Airports:

1. When an employee, regularly assigned to one airport is assigned to duty at another airport, the provisions of Article 17 will apply.
2. When such assignments are made, employees will be regarded as working and will be paid their regular hourly rate while traveling from one airport to another within the one-station complex.

- J. The Company agrees to meet and confer with the Union on other stations that may need to be added to this One Station Agreement.

If the above accurately reflects your understanding, please signify by signing below.

Sincerely,
Chris Pappaioanou
Vice President, Legal
Envoy Air Inc.

Agreed to:
Jose Galarza
International Representative
Transport Workers Union

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT
LETTER G - GROUND SUPPORT
MECHANICS / CDL LICENSE

Tentative Agreement – 05/25/21

Date

Mr. Jose Galarza
International Representative
Transport Workers Union
1220 19th Street NW, STE 600
Washington, DC 20036

Dear Mr. Galarza,

During negotiations, the Transport Workers Union raised an issue concerning the Ground Support mechanics that are required to operate Company vehicles that require a Commercial Driver's License (COL).

It is agreed that, in those locations where such vehicles exist, those employees that obtain their CDL and maintain it, will be paid a \$1.00 / hr. higher capacity pay rate for all hours worked. This higher capacity pay is to include accruals for sick pay, vacation pay and holiday pay. It will not be compounded for overtime rates. Additionally, the higher capacity rate of pay will remain in effect only as long as the employee remains in that job classification/title group in that location. It is understood that if the employee should leave the job classification/title group or location, he will relinquish the higher capacity pay.

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT

Should the Company discontinue or eliminate the use of the vehicle that requires the COL the Company reserves the right to eliminate the higher capacity pay for that location.

Nothing will preclude the parties from negotiating a skill premium in lieu of the higher capacity rate of pay.

If the above accurately reflects your understanding, please signify by signing below.

Sincerely,
Chris Pappaioanou
Vice President, Legal
Envoy Air Inc.

Agreed to:
Jose Galarza
International Representative
Transport Workers Union

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT
LETTER H - ELIMINATION OF LICENSE
PREMIUMS FOR REPAIRMEN FOR HOURS
WORKED IN CERTAIN SHOPS

Tentative Agreement – 05/27/21

Date

Mr. Jose Galarza
International Representative
Transport Workers Union
1220 19th Street NW, STE 600
Washington, DC 20036

Dear Mr. Galarza,

This letter will confirm our understanding reached during negotiations relating to license premiums for Repairmen working in certain base maintenance shops. Specifically, the parties have agreed that such premiums would no longer be paid to Repairmen who were working such positions, and Article 4 has been amended to reflect that change.

However, the parties further agreed that positions in certain Marquette "specialty shops" would continue to receive license premiums.

Accordingly, the parties have agreed to the following:

A. Specialty Shops

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT

1. The Company has designated the following Marquette base maintenance support shops as a "specialty shops" for purpose of this letter:
 - a. Composite Shop
 - b. Machine Shop
 - c. Flight Controls Shop
2. Given the nature of the work performed in the above referenced "specialty shops," employees who are working in such shops on, or who bid to and are awarded positions in such shops after, the effective date of this agreement, shall be entitled to the applicable license premium(s) under Article 4.C.1.
3. In the event the Company wishes to add to the list of "specialty shops" in paragraph A.1. above, it will meet and confer with the TWU regarding the need for such designation and/or the need for a transition plan for the initial staffing for such shops.

B. Applicability of License Premiums

1. Except as set forth in paragraphs A.1. and A.2. above, the following employees will not be entitled to pay for license premiums, for work performed in the base maintenance support shops after the effective date of this agreement:

TWU/ENVOY AIR MARCH 2023 M&R TENTATIVE AGREEMENT

- a. Any Aircraft Maintenance Technician who is hired into a Repairman position in the base maintenance support shops after the effective date of this agreement;
 - b. Any Aircraft Maintenance Technician who transfers into a Repairman position in one of the base maintenance support shops after the effective date of this agreement.
2. A Licensed Repairman will receive all applicable license premiums that he would receive as an AMT under Article 4.C.1. for hours worked outside the base maintenance support shops.

Please indicate your agreement to these terms by signing below.

Sincerely,
Chris Pappaioanou
Vice President, Legal
Envoy Air Inc.

Agreed to:
Jose Galarza
International Representative
Transport Workers Union