



envoySM

AGREEMENT
Between
ENVOY AIR INC.
and
**TRANSPORT WORKERS
UNION OF AMERICA, AFL-CIO**
covering
**PROFESSIONAL SIMULATOR
INSTRUCTORS**
of
ENVOY AIR INC.

Effective Date:
October 29, 2021 – October 28, 2026



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ARTICLE 1: RECOGNITION AND SCOPE

- A. In accordance with Certification, Case No. R-7532 by the National Mediation Board on June 7, 2019, ENVOY AIR, INC. ("Company") hereby recognizes the Transport Workers Union of America, AFL-CIO, ("Union") as the exclusive and sole bargaining agent for all Pilot Simulator Instructors 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 classification set forth in Article 10 (CLASSIFICATIONS and QUALIFICATIONS) for the purposes of the Railway Labor Act.
- B. Pilot Simulator Instructor Training
- Pilot Simulator Instructors (PSIs) as of October 29, 2021 covered by this Agreement, shall perform the covered work outlined in B.1. below. Notwithstanding the foregoing, Check Airmen and/or Third-Party Instructors may also be utilized for such work in accordance with B.3. below. The Company's assigning of the covered work as described in B.1. below to Check Airmen and/or Third-Party instructors shall not directly cause furloughs to the PSIs represented by this Agreement.
1. Qualification Curriculum (QC) (as of October 29, 2021), training lessons 1 through 6 of simulator flight training and training lessons 1 through 6 of cockpit procedures training. Should the QC or cockpit procedures curriculum change, the Company agrees to meet and confer with the Union prior to making such changes.
 2. The Company may elect to reassign any of the Training components conducted by Check Airmen to Pilot Simulator Instructors, other QC components not described in B.1. above, Upgrade Curriculum (UC), Indoctrination Curriculum (IC), and Special Purpose Operational Training (SPOT), or portions thereof, and other training as determined by the Company. The Company agrees to meet and confer with the Union prior to making such changes.
 3. The Company will construct schedules to maximize the utilization of available and qualified PSIs to perform the work as described in B.1 above. However, the Company may continue its practice of utilizing Check Airmen and/or Third-Party Instructors to cover any open training event identified in B.1, when a qualified PSI is not available, or when a Check Airmen is required to conduct B.1. training events as part of his Check Airman currency/continuing development.
- C. If the Company determines that any additional components of the Instruction, beyond current practice, can be performed by utilizing home study, computer based training, or other types of distance learning then they agree to meet and confer with the union before making such changes.



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- D. When sufficient qualified PSIs are not available for open time training sessions covered by this Agreement, the Company may utilize Check Airmen and/or Third-Party Instructors to perform such assignments to satisfy the needs of the operation.
 - E. This Agreement is binding upon the parties hereto and their successors and assigns.
 - F. 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 meet with the TWU to discuss the merger, purchase, sale or acquisition, consolidation, reorganization or similar corporate transaction. The Company will provide the TWU with information concerning the proposed merger, purchase, sale or acquisition, consolidation, reorganization or similar corporate transaction at the earliest practical time to allow for 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 TWU represented employees.
 - G. In the event that the Company is a party to any merger, purchase, sale or acquisition, consolidation, reorganization or similar corporation 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 I below.
 - H. In the event that Envoy is integrated with any AAG 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 set forth in paragraph I below.
 - I. In the event of failure to reach a negotiated resolution, the seniority integration dispute will be resolved by a neutral arbitrator in accordance with Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions.
 - J. Successorship - In the event of a sale of the Company, the Company will agree to use its best efforts to ensure that the purchaser recognizes the TWU 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 TWU represented employees transferred with such transaction.



ARTICLE 2: DEFINITIONS

- A. "Employee" as used herein, means all employees of the Company covered by this Agreement as defined in Article 10 of this Agreement: Classifications and Qualifications.
- B. The term "Company" shall refer to Envoy Air Inc.
- C. "AAG 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 C.1. of this Article.
- D. "Company seniority date" shall be defined as the employee's hire date with the Company.
- E. "Occupational seniority date" will be defined as the employee's date of assignment as a Professional Simulator Instructor, including paid training, within the Classification as enumerated in Article 10 of this Agreement.
- F. "Classification seniority date" shall be defined as an administrative date, which determines the placement of an employee on the applicable pay scale.
- G. Any masculine pronoun used herein shall be deemed and understood to designate any employee, hereunder, whether male or female.
- H. The word "qualification" as used herein shall mean all requirements and/or qualifying tests, which may be deemed necessary by the Company for a particular type of work to be performed.
- I. The term "hereunder" as used in this Agreement shall be construed to mean and read "under all applicable provisions of this Agreement."
- J. Floating Holiday shall be defined as follows: Each employee with at least six (6) months' active service with the Company will be entitled to one (1) floating holiday, to be designated at any time during the year by the employee, which can be requested on an employee's monthly schedule requests. Such request shall be submitted no later than the 10th day of the previous month, and may be granted based upon operational requirements in order of seniority. A floating holiday shall be paid at the daily rate and the employee's scheduled workdays shall be reduced by one.
- K. "Meet and Confer" will mean an obligation to meet and provide information relating to a specific issue with the intent of resolving such issue.
- L. "Administrative Day" will mean a scheduled workday with no specific assignment or a scheduled workday for which the work has been cancelled.



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ARTICLE 3: NON-DISCRIMINATION AND MANAGEMENT RIGHTS

- 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, national origin, or any other category protected by law.
- 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 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.



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ARTICLE 4: COMPENSATION

- A. During the period of this Agreement, the daily rates of pay for the classification of work covered hereunder shall be in accordance with the pay scale shown in B. below.
- B. The pay scale below shall become effective on October 30, 2021. Subsequent annual increases shall become effective on the first day of the first full pay period on or after each Date of Signing ("DOS") anniversary date.

Daily Rates

YOS	Year 1	Year 2	Year 3	Year 4	Year 5
0	\$383.67	\$391.35	\$399.17	\$407.16	\$415.30
1	\$393.27	\$401.13	\$409.15	\$417.34	\$425.68
2	\$403.10	\$411.16	\$419.38	\$427.77	\$436.33
3	\$413.17	\$421.44	\$429.87	\$438.46	\$447.23
4	\$423.50	\$431.97	\$440.61	\$449.43	\$458.41
5	\$434.09	\$442.77	\$451.63	\$460.66	\$469.87
6	\$444.94	\$453.84	\$462.92	\$472.18	\$481.62
7	\$456.07	\$465.19	\$474.49	\$483.98	\$493.66
8	\$467.47	\$476.82	\$486.35	\$496.08	\$506.00
9	\$479.16	\$488.74	\$498.51	\$508.48	\$518.65
10	\$491.13	\$500.96	\$510.98	\$521.20	\$531.62

- C. **Ratification Bonus:** Any employee hired prior to or on the date of ratification shall be paid a ratification bonus of \$7,500, less any applicable deductions.
- D. **Retention Bonus:** Eligible employees shall be paid a retention bonus, less any applicable taxes, of \$7,500 annually following DOS +1, DOS+2 and DOS+3 up to \$22,500. The employee must be in active status for the entire twelve (12) months prior to the retention bonus pay date in order to receive the entire \$7,500. If in inactive status for any given month(s), the retention bonus shall be prorated for that month(s), using the same eligibility criteria as vacation accrual. The employee must also be on the PSI seniority list on the bonus payment date, which shall be no later than thirty (30) days after the DOS+1, DOS+2 and DOS+3 anniversary dates.



- E. **Flex Hiring Rate**: The Company may elect to temporarily flex the starting base daily rate to a higher step on the pay scale. When the Company elects to do so, all PSIs senior to the new PSIs receiving the higher flex rate shall receive the greater of the higher rate provided by the flex step, or the rate provided by their current step.
1. Once an employee commences receiving the higher flex rate, that employee's rate shall not be reduced. In addition, their classification seniority date will be adjusted to reflect the effective date of the increase. Thereafter, the employee will receive step increases on an annual basis.
 2. The Company may elect to discontinue the flex rate for future new hires and reapply the contractual start rate on the scale on a prospective basis. Per E.1. above, flexed employees will continue to receive step increases on an annual basis, based on their adjusted classification seniority date.



ARTICLE 5: VACATIONS

- A. Employees hereunder will become entitled to and receive vacation 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 six (6) months or more of active service with the Company will be entitled to a vacation period of two (2) weeks to be taken in the following year.
 3. As of December 31 of each year, each employee hereunder who has had five (5) years or more of active service with the Company will be entitled to a vacation period of three (3) weeks to be taken the following year.
 4. As of December 31 of each year, each employee hereunder who has had fifteen (15) years or more of active service with the Company will be entitled to a vacation period of four (4) weeks to be taken the following year.
 5. 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 a vacation period of five (5) weeks to be taken the following year.
 6. An employee who, as of December 31 of any year, has less than one (1) year of service with the Company will be entitled to a prorated vacation (at the rate of 0.833 days per month of active service) for the following calendar year.
- B. 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. Fractions of one-half a day or more of earned vacation will be considered as entitling the employee to a full day's vacation and fraction of less than one-half a day will not be considered a full day.
- C. A block of vacation is defined as a period of seven (7) days, beginning on Saturday and ending on the subsequent Friday, which consists of five (5) paid days and two (2) regularly scheduled days off. For each seven (7) day block of vacation, a PSI will be paid at his daily rate for the five (5) days.
- D. For months where a PSI is granted a vacation block, he will be scheduled as follows:
- Total days in the contractual month (30 or 31) - number of scheduled days off (10) - 5 additional days off (replacing workdays) for each block of vacation = Number of scheduled days to be worked in the month.



Example 1: (one (1) block of vacation in a 30-day month)

PSI bids and is awarded 10 days off in a 30-day contractual month where he has 1 block of vacation. 30 days in month (10 + 5) = 15 days off. PSI will be scheduled for 15 days of work.

Example 2: (two (2) blocks of vacation in a 31-day month)

PSI bids and is awarded 10 days off in a 31-day contractual month where he has 2 blocks of vacation. 31 days in month (10 + 10) = 20 days off. PSI will be scheduled for 11 days of work.

E. Preference in the period in which employees hereunder will be permitted to take their vacations will be granted in order of occupational seniority within each fleet type.

F. ANNUAL VACATION BID

1. The Company will electronically post requests for vacation preference for the following year no later than October 15th of each year and employees eligible will list their preference no later than November 15th at 12:00 noon Central Time. When the annual vacation bid is posted, the Company will indicate the number of blocks available for award in each fleet type. Each vacation block will consist of seven (7) days starting on Saturday and ending on Friday. The total number of blocks available for bid in each fleet type will be no less than the total amount of vacation accrued annually by all PSIs within that fleet type. A minimum of one (1) block will be available for bid for each week in each fleet type. The actual number of slots per week will be determined exclusively by the Company. The vacation schedule will be awarded no later than November 22 at 12:00 noon Central Time. Bids will be awarded on the basis of occupational seniority within fleet type. Any employee not expressing a preference shall be assigned a vacation.

2. Holidays recognized by this Agreement which fall within a vacation period will be paid at the daily rate in addition to vacation pay.

G. MONTHLY VACATION BID

1. The Company will electronically post available vacation blocks for subsequent months in the calendar year. Bids for such open vacation blocks will be posted from the 1st through the 7th of each month and awards for such open vacation will be made by the 10th of the month, according to seniority within each fleet type. Awards of any remaining open vacation time after the 10th of the month will be granted on a first come, first served basis within each fleet type.

H. An employee covered by this Agreement who resigns and has given the Company fourteen (14) days advance notice will be entitled to his earned vacation pay. This notice provision may be waived by the Company.



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- I. Upon death, the estate of an employee covered by this Agreement will be paid in a lump sum for all accrued and unused vacation.
 - J. Upon retirement, an employee covered by this Agreement who has accrued and unused vacation will receive a lump sum payment for his accrued vacation.
 - K. The Company reserves the right to cancel and reschedule vacation if necessary to maintain service and will give as much advance written notice as possible to the employee, but at least two (2) weeks. In the event that an employee's vacation has been cancelled by the Company, the employee will select, at his option to:
 - 1. Reschedule his unused vacation during the same calendar year, if a slot is available, or
 - 2. Be paid for his vacation period, or
 - 3. Carry his unused vacation over to the following year.
 - L. Vacation allowance will not be cumulative and vacation time to which an employee becomes entitled on December 31 of any year will be forfeited unless taken during the following year, unless the employee is requested by the Company in writing to forgo his vacation during the year in which it is to be taken.
 - M. The Company will permit an employee to request up to five (5) Personal Vacation Days (PVD). PVDs are defined as vacation days 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 the next year's allocations. PVDs must be requested no less than seven (7) days in advance. The days will be granted if manning permits.
 - N. Employees will not be involuntarily assigned for open time on days off immediately before or after vacation.



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ARTICLE 6: HOLIDAYS

- A. The following holidays will be compensated at the PSI's daily rate of pay:
- | | |
|------------------|------------------|
| New Years Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
- B. An employee who works on any of the above holidays (not including the floating holiday below) will receive holiday pay at his daily rate of pay in addition to his daily rate for the holiday worked.
- C. No employee will be permitted to interrupt his vacation period to work on a holiday.
- D. 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. An employee who reports off sick on a holiday shall be paid for the holiday but shall not be eligible to claim sick pay for the same day.
- E. FLOATING HOLIDAY
- Each employee with at least six (6) months' active service with the Company will be entitled to one (1) floating holiday, to be designated at any time during the year by the employee, which can be requested on an employee's monthly schedule requests. Such request shall be submitted no later than the 10th day of the previous month, and may be granted based upon operational requirements in order of seniority. A floating holiday shall be paid at the daily rate and the employee's scheduled workdays shall be reduced by one.



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ARTICLE 7: SICK LEAVE / ON THE JOB INJURY

- A. Sick leave is that time granted to an eligible employee who is incapacitated for the performance of his regular duties by sickness or injury arising from non-occupational causes.
- B. A full-time employee who completes six (6) months of active service with the Company will be credited with six (6) days sick leave for the calendar year in which the six (6) month period is completed.
- C. Upon being credited with the applicable six (6) days of sick leave, as mentioned in paragraph B above, an employee will thereafter accrue one-half of a regular day's work (see Article 13) of sick leave for each calendar month of active service with the Company up to a maximum of six (6) days in any calendar year. Such sick leave accrued during a calendar year will not be used prior to January 1 of the following year.
- D. Unused sick leave will be cumulative up to a maximum of ninety (90) days.
- E. The sick leave provided under this Article 7 will be payable only in cases of bona fide illness or injury from non-occupational causes which result in the employee's incapacitation for the performance of his regular duties and/or doctors' appointments for sickness. Such sick leave will be paid in the following manner:
 - 1. Payment of sick leave will be the pay for the regular daily schedule, for those days which the employee would have worked but for the disabling sickness or injury, calculated at the applicable daily rate of pay. Such payment will commence from the first (1st) workday's absence and will continue until the employee's accrued sick leave is exhausted.
 - 2. Any full-time employee who has reached sixty (60) days in his sick bank may convert one week of sick leave into one week of vacation time (to be taken in a one (1) week block only), such conversion of sick time must be done in accordance with Company Policy. Such vacations will be bid after all regular vacation bids (Article 5) have been awarded.
- F. The Company acknowledges an employee's right to use sick time for the intended purpose. In accordance with Company policy, the use of sick time will not be subject to disciplinary action unless there is evidence to substantiate abuse.
 - 1. An Employee covered by this Agreement unable to report for duty will, unless prevented by reasons beyond his control, notify his immediate supervisor or other central point set up for reporting purposes by the Company. This notification must be made as far in advance of the scheduled starting time of his shift as possible, no less than one (1) hour prior to the start of the shift.



2. While it is not the policy of the Company to require a medical confirmation of illness, the Company reserves the right to require such medical confirmation whenever circumstances indicate abuse of sick leave or excessive absenteeism.
- G. Injury on duty benefits will be in accordance with the applicable worker's compensation laws.



ARTICLE 8: PHYSICAL EXAMINATIONS

- A. Any employee hereunder who fails to pass a Company physical 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 physical examination for the same purpose as the physical 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 physical examination of the employee.
 4. Such three (3) doctors, one (1) representing the Company, one (1) representing the employee affected, one (1) disinterested doctor approved by the Company doctor and the employee's doctor will constitute a board of three (3), the majority vote of which will decide the case.
- 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.



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ARTICLE 9: SENIORITY

- A. Company seniority will commence with the effective day of placement on payroll.
- B. All references in the agreement to seniority will mean Professional Simulator Instructor 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 as a Professional Simulator Instructor, including paid training, within the Classification as enumerated in Article 10 of this Agreement.
- D. Occupational seniority will govern all employees hereunder in the case of scheduling in accordance with Article 13, vacation bidding in accordance with Article 5, transfers in accordance with Article 14, retention in case of reduction in force and re-employment after release due to reduction in force in accordance with Article 15: Furlough, subject to other limitations contained herein.
- E. Seniority shall not govern promotion or assignment from Professional Simulator Instructors to Managerial positions or special duty assignments.
- F. The parties agree to the establishment of an accurate seniority list for the Classification covered by this agreement, including company, classification, and occupational seniority. Such list will be posted on the employee website.
- G. Resignation, discharge for just cause, failure to return from a leave of absence, 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.
- I. An employee who accepts a position with the Company outside the bargaining unit will retain his seniority for a period of six (6) months. Such an employee may return to his former Classification, if a vacancy exists, within six (6) months of the day he left the bargaining unit.
- J. An employee who accepts a position with the Company outside the bargaining unit, and remains outside the bargaining unit for greater than six (6) months, will retain a portion of his seniority, which will diminish over time, directly related to the amount of time he is away from the bargaining unit. For each day such employee is outside of the bargaining unit, his occupational seniority will decrement by one day, starting with the date he left the bargaining unit. Such employee may return to his former Classification, if a vacancy exists and he is deemed the most qualified candidate, and upon



being selected for the position, he may exercise the rights associated with his remaining occupational seniority, which has been decremented by the number of days of his absence from the bargaining unit.

- K. An employee who accepts a temporary (acting) Company Assignment to work outside his Classification or to work outside the bargaining unit will retain and continue to accrue seniority in the Classification from which he is temporarily transferred. An employee who accepts such an assignment will not work in that capacity for more than one hundred twenty (120) days within a calendar year (January 1st-December 31st). Nothing in this paragraph prohibits the Company from assigning an employee to such work outside of the bargaining unit for periods of shorter duration than one hundred twenty (120) days, provided that such assignments or the total of such assignments do not exceed one hundred twenty days (120) days in a calendar year (January 1st - December 31st). If an employee in such capacity works over the prescribed time, he will forfeit all seniority. On a semi-annual basis the Company will furnish the Local President a report listing employees names, station, branch, hours worked and job function of employees within the Agreement working outside the bargaining unit, or as MPR. Any extensions will be made only by agreement between the Company and the Union.
- L. In the event several employees are hired on the same date and have the same Occupational Seniority date, the following agreed upon procedure should be used to determine proper placement:
1. Occupational Seniority
 2. Company Seniority
 3. Last 4 of SSN with higher number prevailing



ARTICLE 10: CLASSIFICATIONS AND QUALIFICATIONS

- A. Classification covered by this Agreement is:
Classification I - Professional Simulator Instructor
- B. Qualifications: The Company will establish qualifications for employees covered by this Agreement. Such qualifications, including prerequisite qualifications for the classification above, initial qualification/instruction for this classification, and recurrent qualification/instruction for this classification, will be determined and revised by the Company and applicable Federal Aviation Regulations, as necessary. These qualifications will be contained in the appropriate manuals, Flight Department Administrative Guide, Federal Aviation Regulations, or other controlling documents. Copies of the appropriate sections of these manuals, and other controlling documents, and any revisions will be provided upon request to the Director of Air Division of the International Union. A copy will also be provided upon request to the President of Local 548.
- C. When the International Union has objection to any changes in any of the above qualifications, except changes as required by the Federal Aviation Regulations, the same may be discussed by the International Union with the Company (Director of Flight Training or his designee) upon written notice of the objection within thirty (30) days from the date the revisions were made available. If an agreement concerning the objections raised cannot be reached within a reasonable time, the revised qualifications may be placed in effect and the International Union may take up the disputed points as a grievance under Article 21 of this Agreement.



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ARTICLE 11: OPEN TIME

- A. Daily volunteer open time will be distributed in accordance with the procedures and terms specified below. Assignment of daily open time shall be in accordance with Article 13.L.
1. Until such time that the Company can develop and implement a web-based, online system, the current practice of awarding volunteer open time will continue.
 2. In accordance with the Letter of Understanding reached between the Parties during the course of negotiations leading to the Agreement, the intent is to develop and implement a web-based system to enable each employee to add and/or remove their request for volunteer open time on their scheduled days off in advance of the contract month, and to add and/or remove requests for volunteer open time prior to being awarded the open time events.
 3. The Company anticipates the programming to be completed for a web-based system with an implementation projected to be no later than six (6) months from the effective date of the Agreement. The Parties will enter into a Letter of Agreement outlining the details of the implementation and process prior to the implementation. Such Letter of Agreement will be incorporated into the Agreement and will remain in effect for the duration of the Agreement, unless mutually modified by the Parties.
- B. An employee awarded or assigned daily open time will be paid his/her daily rate for each additional day worked.
- C. An employee working an exchange of shifts will be paid at his/her daily rate for the new schedule.



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ARTICLE 12: PROBATIONARY PERIOD

- A. Employees under this agreement shall be considered on probation for the first twelve (12) months of active service. Active service is exclusive of any time in which an employee is unable to report to work. The twelve (12) month probationary period may be decreased by mutual agreement, in writing, by the President TM Local 548 and the Director of Training or their designees.
- B. Employees on probation shall have the right to Union representation, and may file a grievance based on alleged violations of the agreement excluding discipline and discharge. Probationary employees may be disciplined or discharged without having recourse to the grievance and arbitration provision of this agreement.



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ARTICLE 13: HOURS OF WORK

- A. PSIs can be scheduled on duty in all cases to a maximum of fourteen (14) hours, but in no case will he be on duty more than sixteen (16) hours. In the event that a PSI is rescheduled above fourteen (14) hours on a workday that begins on one calendar day and extends into the next calendar day, such will be considered to have ended on the first calendar day if it terminates no later than 0240 local time of the second day.
- B. A PSI will not be scheduled for more than eight and half (8.5) hours of training in a single workday. Training times shall be the length of time the event is scheduled and include briefing and debriefing duties. It is understood that a workday will consist of continuous duty with not more than six (6) hours between events. Time spent traveling to or from a location outside of DFW area will be considered part of the duty day.
- C. The monthly work schedule may provide work patterns of up to no more than seven (7) consecutive days, however such seven (7) days may be extended under the proffer or assignment of coverage of open schedules, or by month to month schedule bids. A minimum of two (2) days off will be scheduled before or after the seven (7) consecutive workdays.
- D. The monthly work schedule for field work (Article 17) may provide work patterns of up to twelve (12) consecutive days, however such twelve (12) days may be extended under the proffer or assignment of coverage of open schedules or by month to month bids. A minimum of three (3) days off will be scheduled before or after the twelve (12) consecutive workdays.
- E. Duty periods will be scheduled to provide minimum of eight (8) hours of time off between work assignments or ten hours (10) of time off if the work assignment requires a deadhead to start that work assignment.
- F. The above provisions in paragraphs 3, 4 and 5 above may be waived by the employee with mutual agreement with the Company.
- G. Once qualified, PSIs may be scheduled for Administrative Days. On these days, PSIs should be available by phone from 0430 until ninety (90) minutes prior to the last scheduled start time of the day. PSIs shall be required to return any phone call from the Company within fifteen (15) minutes. PSIs are expected to be able to report to work within ninety (90) minutes following such notification of assignment.
- H. For the purposes of this Article only, "Month" as used herein, will refer to a thirty (30) or thirty one (31) day contractual month, rather than a calendar month. Each year, said contractual months shall align with the contractual months for pilot scheduling. The standard monthly schedule will include ten (10) days off.



The contractual months shall be as follows:

January:	January 1 through January 30
February:	January 31 through March 1
March:	March 2 through March 31
April:	April 1 through April 30
May:	May 1 through May 31
June:	June 1 through July 1
July:	July 2 through July 31
August:	August 1 through August 30
September:	August 31 through September 30
October:	October 1 through October 31
November:	November 1 through December 1
December:	December 2 through December 31

- I. Qualified PSIs may submit a request by the tenth (10th) day of the prior month for up to three (3) specific days off per month. Scheduling will endeavor to build schedules that award these days off in order of occupational seniority by fleet type, if operationally feasible.
- J. Schedules will be created and distributed for the following month by the twenty-third (23rd) of the prior month. If extraordinary circumstances prevent awarding or distributing by this date, the Company will make every effort to adhere as closely as possible to such schedule.
- K. PSIs within a fleet type may request to swap regularly scheduled workdays within a month with one another but may not unilaterally drop days. Both PSIs must submit a swap request to scheduling and management for approval in writing at least three (3) days before the first scheduled swap day. The Company will approve based on operational feasibility within twenty-four (24) hours prior to the first scheduled swap day.
- L. Coverage of open schedules on a day to day basis will be accomplished as follows:
 - 1. PSI on Administrative Day
Assignment on Administrative Days will be to the PSI who has been free from assignment on Administrative Days longer than all other PSIs in the current month, provided he is legal and available for such assignment. If two (2) PSIs are equal, then occupational seniority shall govern with the most junior PSI being assigned.



Example 1

Employee A's last assignment on an Administrative Day was April 3rd. Employee B's last assignment on an Administrative Day was April 1. Both employees are on an Administrative Day on April 15th, which has an open training event. Provided Employee B is legal pursuant to paragraphs 3, 4 and 5 above, Employee B will be assigned the open training event. If Employee B is not legal, then the open training event will be assigned to Employee A.

Example 2

Employee A's last assignment on an Administrative Day was April 1st. Employee B's last assignment on an Administrative Day was also April 1st. Both are on an Administrative Day on April 15th, which has an open training event. Employee B is junior to Employee A on the Seniority List. Provided he is legal pursuant to paragraphs 3, 4 and 5 above, Employee B will be assigned the open training event. If Employee B is not legal, then the open training event will be assigned to Employee A.

Example 3

A training event becomes open for April 2nd. No PSIs were assigned on an Administrative Day for April 1st. The most junior and legal PSI on an Administrative Day on April 2nd will be assigned the open training event.

2. PSI available for voluntary open time (subject to Article 11- Open Time)
 3. Check Airman or Third-Party Instructor, if available
 4. Most junior available PSI on a day off. A PSI shall not be involuntarily assigned more than two (2) days off per contractual month, unless all other PSIs who are legal and available for the day in question have been assigned two (2) involuntary assignments.
- M. Work scheduled and then subsequently canceled will be converted to an Administrative Day.
- N. Sections 2 through 13 above shall not apply to PSIs who are in qualification training. A schedule will be built for those in training that is similar to new hire pilot students.
- O. All PSIs must check Company email at the end of their scheduled shift.



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ARTICLE 14: TRANSFERS

- A. Bidding for job transfers:
1. When there are vacant jobs within a fleet type, those instructors within another fleet type with an overage will be eligible to bid. The most senior Professional Simulator Instructor bidding will be so assigned. If no bids are forthcoming from within the fleet type with the overage, then the most junior Professional Simulator Instructor within that fleet type will be assigned, following any reduction in force, if applicable. The Company, at its option, may assign a probationary Instructor into that fleet type.
 2. When there are vacant jobs within a fleet type and there is no overage, then the most senior Professional Simulator Instructor bidding will be so assigned. This provision will be limited to one bid assignment per vacancy group. The Company may elect to backfill the PSI who is awarded the vacancy externally. Once a PSI has exercised his seniority and is awarded a vacancy, twelve months must elapse before an additional PSI may transfer into the same fleet.
 3. Due to unforeseen circumstances a bid for a vacant Professional Simulator Instructor position may be cancelled within six (6) months of the award.
- B. An employee having successfully bid for a different assignment within the Professional Simulator Instructor classification who subsequently fails to demonstrate the required ability within six (6) months will be returned to his previous fleet type. Furthermore, the employee would need to re-qualify and allow a period of twelve (12) months to elapse before rebidding for any other assignment.
- C. Vacancies eligible for transfer in one fleet type will be sent via email to all instructors. The bid notice will note the bidding procedure. The notice of the vacancy will specify a closing date for all bids. Such date will not be less than ten (10) days after the date of such posting. All successful awards will be posted no later than ten (10) days after the closing date. Bid notices will be posted for a ten (10) day period exclusive of Saturday, Sunday and holidays, and awarded within ten (10) days of posting exclusive of Saturday, Sunday and holidays.
- D. A Professional Simulator Instructor who is a successful bidder will be ineligible to bid another vacancy for a period of eighteen (18) months after completion of training/qualification for the new assignment, except, if a new fleet type is established. All Professional Simulator Instructors may bid for transfer to the new fleet type. The most senior PSI who bids shall be awarded, subject to the limitations above.



- E. Professional Simulator Instructors who bid from one fleet to another may, due to unplanned workload peaking, be reassigned to their previous fleet for a period not to exceed ninety (90) days during their first six (6) months after qualification in the new fleet type.
- F. Professional Simulator Instructors on probation will not be eligible to bid on a vacancy within another work unit. However, a probationary Professional Simulator Instructor may be reassigned to another fleet if a more senior Professional Simulator Instructor does not bid an opening in that fleet.
- G. A copy of each transfer award of bid will be furnished to the ranking local Union Representative.
- H. Linear Utilization

A transferred Professional Simulator Instructor will carry forth his original qualification to the new fleet type, which becomes his primary fleet type. He may be utilized in this dual capacity for a period of six (6) months from the date he completes qualification on the new fleet type; on a planned monthly basis or on a daily operational basis, based on operational requirements and if the Company deems necessary. The Company will provide the appropriate training to remain dual qualified. On completion of one (1) year, his previous fleet type qualification will automatically be dropped unless retention is mutually agreeable with the TWU local and the Company, or work volume in the new fleet type will not support full time employment. In such case, the Professional Simulator Instructor will retain dual qualifications.



ARTICLE 15: FURLOUGH / RECALL

A. FURLOUGH

1. When employees are to be furloughed, such furlough will be accomplished in reverse order of Instructor Seniority from within the Instructor classification affected by the curtailment of work. Employees covered by this Agreement who are to be furloughed will receive at least fourteen (14) calendar days' notice, or pay in lieu of such notice. An email message will constitute notice. This notice requirement will not apply where an Act of God, fire, any government's actions, laws or regulations, FAA action or strikes or other work stoppages cause the furlough.
2. Employees will not be withheld from bidding for transfer unless they are identified as employees who will be furloughed within the next four (4) months. The Company agrees to meet with the TWU regarding those employees who are to be withheld from bidding. The Company and the TWU local will meet to discuss any extension of the withholding for up to an additional three (3) months. If no agreement is reached, a panel consisting of the Vice President of Flight and the Air Transport Director or their designees will meet to review the request.
3. The Company may, at its sole discretion, offer a voluntary leave of absence, or a voluntary furlough, or reduced work schedules to offset scheduled furloughs. An employee who accepts a voluntary leave of absence or a voluntary furlough shall remain on the leave of absence, voluntary furlough, or reduced work schedule until a vacancy for which he is senior enough to hold becomes available, or until the expiration of his recall period, whichever occurs first.
4. An employee who has completed his probationary period and who is directly affected by a curtailment of work requiring a reduction in force may exercise his seniority to fill a vacancy. If a vacancy does not exist, then the employee may exercise his seniority to displace (bump) the least senior employee (provided he is senior to such employee) in any fleet type for which he can qualify per Article 10.
 - a. If an employee displaces another employee, as the result of a reduction in force, and a vacancy opens during the transitional training period, the employee who was originally furloughed will be reassigned to the vacant position and the displaced (bumped) employee will receive a rescind notification.
 - b. An employee who fails to qualify in the position that he has been awarded, will be given the opportunity to exercise his right and take lay-off with recall to the fleet type from which he was furloughed or a fleet type for which he can qualify.



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- B. All employees laid off by the Company due to reduction in force will file the proper addresses with Envoy Human Resources at the time of layoff. Any change in address must be filed promptly in writing, certified mail, return receipt requested, with Envoy Human Resources.
- C. An employee who has completed his probationary period and is laid off by the Company due to a reduction in force will continue to accrue seniority for 90 days and retain seniority thereafter. All seniority will be canceled and recall rights forfeited if the Company does not recall the employee within five (5) years from the effective date of layoff.
- D. An Employee furloughed through no fault of his own will be given two (2) weeks' notice in writing or, at the option of the Company, ten (10) days of pay in lieu of the notice. An email message will constitute notice. This notice requirement will not apply in cases of emergency which include, but are not limited to, an Act of God, fire, any government's actions, laws or regulations, FAA action or strikes or other work stoppages which cause the furlough, or other causes beyond the control of the Company.
- E. RECALL
1. Employees will be recalled in seniority order to any vacancy for which they can qualify. If such employee subsequently fails to qualify within six (6) months of recall, his continued employment shall be at the discretion of the Company. The Company will recall according to the contact information on file at the time of recall. It is up to the Instructor to keep his file updated, with proof in writing to Envoy Human Resources.
 2. Employees being offered recall will be advised in writing via certified mail, return receipt requested, at their last filed address. Employees so advised must, within ten (10) calendar days of receipt of the recall letter, notify the person whose signature is on the recall letter via certified mail, return receipt requested, of acceptance of recall.
 3. Any employee who fails to provide such notice or who fails to return to duty within twenty (20) calendar days of the date of the recall letter sent to his last filed address will lose all rights to re-employment and will forfeit all seniority. This period may be extended, at the Company's option, for a period not to exceed twenty-five (25) additional days. The Company will furnish the ranking local Union representative a copy of all such recall letters.
- F. In the event an Employee under this Agreement is furloughed, the Company will provide continuation of benefits to the Employee and his dependents in accordance with Company Policy.



ARTICLE 16: LEAVES OF ABSENCE

- A. 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.
- B. When the requirements of the service will permit, such personal leave or leaves may be extended for additional periods not to exceed ninety (90) days. If such leave is extended by the Company, the employee will retain but not accrue seniority.
- C. When 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 two (2) years. An employee will retain seniority for reinstatement purposes only for a period not to exceed three (3) years. If the leave of absence granted to the employee is of a duration requiring the company to fill the position, the company, at its discretion, may fill the position. When the employee returns from the leave of absence, he will be placed in any vacancy for which he has not previously failed to complete qualification training or displace the most junior instructor.
- D. An employee on a leave of absence will notify the Director of Training, or his designee, at least 15 days prior to the termination date of such leave his intention to return to employment. Failure to make such a report or secure a renewal of the leave of absence will terminate the leave of absence and his employment.
- E. The reemployment and seniority status of any employee hereunder who, while in the active service of the Company, takes a Military Leave, shall be governed by the provisions applicable by law.
- F. Bereavement Leave:
Three (3) days of personal emergency leave (bereavement leave) with pay, for death in the immediate family will be extended to the employees covered by the Agreement. Immediate family includes:
1. Spouse or Company-recognized Domestic Partner
 2. Children (dependent and non-dependent)
 3. Mother / Step-mother / Mother in-law
 4. Father / Step-father / Father-in-law
 5. Sister / Step-sister
 6. Brother / Step-brother



7. Domestic Partner's Mother or Father
8. Employee's Grandparents
9. Employee's Grandchildren
10. Legal guardian (former/current), or any person who is a permanent member of the employee's household.

Bereavement days must be taken within thirty (30) days of the death. If additional days are required, such days may be deducted from the employee's vacation allowance.

- G. 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 court's validation of jury service when completed.
- H. 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.
- I. The Company reserves the right to require a physical examination of any employee at Company 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 associated expenses.



ARTICLE 17: FIELD WORK

- A. When an employee hereunder is required to perform work, travel, and/or remain on call away from his base station on his regularly scheduled workdays or on a scheduled day off, he will be paid his daily rate of pay for each day while away from his base station.
- B. A deadhead will be scheduled at the beginning and end of each out-of-base assignment for travel to and from such assignment.
- C. A PSI on out-of-base assignment will be paid \$1.80 per hour per diem (prorated to the nearest minute), from the departure time of the deadhead flight through the arrival time of the deadhead flight that returns the PSI to his base station. A PSI who elects to decline the Company-scheduled deadheads shall only be eligible for the per diem applicable to the scheduled deadhead flights.
- D. For purposes of this Article, any assignment conducted in the metropolitan Dallas/Fort Worth area is considered to be in his base station and not subject to these provisions.



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**ARTICLE 18: ATTENDANCE AT HEARINGS,
INVESTIGATIONS, OR TRAINING CLASSES**

- A. When an employee hereunder is required by the Company to receive training, attend hearings, participate in investigations, or is required to travel on a scheduled day off, he will be compensated at the employee's daily rate of pay.
- B. When an employee hereunder is required by the Company to receive training, best efforts will be made to schedule such training on an employee's scheduled workday.



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ARTICLE 19: GENERAL

- A. All orders to and requests from an employee involving transfers, promotions, demotions, layoff, re-employment, 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. Within forty-five (45) days after signing this Agreement, the Company will provide each employee a copy of this Agreement.
- D. 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.
- E. 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.
- F. Disciplinary documents issued to an employee covered by the Transport Workers Union will not be the basis of further discipline after two (2) years from the date of the disciplinary document. An employee may review his personnel file upon written request within the normal business hours. Nothing of a disciplinary nature will be entered in the employee's personnel file without giving the employee a copy.



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ARTICLE 20: REPRESENTATION

- A. The Union may select and designate such representatives as may be necessary for the purpose of representing the employee under the terms of this Agreement, or in accordance with the Railway Labor Act, as amended.
- B. The Union will notify the Company in writing of the names of its Accredited Representatives and any changes in the personnel thereof. The Company will inform the Union, in writing, of the supervisors with whom 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 22K) 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 result 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 20, 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.



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- F. When the Company convenes a meeting under the provisions of Article 20.E, 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 20.E. meeting reconvenes, it will continue until concluded by the supervisor. The Union Representative may not unduly delay nor impede the investigation and/or interview but is allowed to give full representation during the investigation and/or interview.
- G. Nothing in this Article will be construed as preventing the Company from holding an employee out of service pending an investigation.
- H. Employees covered by these Agreements who are interviewed by a Company Security Department representative as part of a Security 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 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 TWU 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 Department's investigation and/or interview.
- I. Employees who are required to take a reasonable cause or post-accident drug/alcohol test by the Company may, upon request, have a TWU representative present as a witness during those parts of the specimen collection process indicated below.
1. In those stations where a local TWU 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) TWU 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 TWU 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 FAA's directive of July 1990, no TWU representative will engage in any activity, which disrupts the collection process. Should the TWU 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 have been completed. This is pursuant to the FAA's directive.



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ARTICLE 21: GRIEVANCE PROCEDURE

- A. An employee who believes that he has been unjustly dealt with or that any provision of this Agreement has 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 to the Director of Flight Training or his designee, who will 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 supervisor must email the employee the grievance response at their Company email address with a copy emailed to an Accredited Representative of the Union.
- B. If the decision of the Director of Flight Training or his designee is not satisfactory, the grievant may appeal within ten (10) days to Vice President of Flight Operations 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 grievant by Company email with a copy emailed to an Accredited Representative of the Union.
- C. If the decision of the Vice President of Flight Operations or his designee is not satisfactory to the employee, the grievance and the decision thereon may be appealed to the Envoy Air Inc. Board 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 Vice President of Flight Operations or by his designee. Once a grievance has been docketed for System Board, the Vice President of Flight Operations or his designee and the Local Union President or his designee will meet in an effort to resolve the grievance prior to a System Board hearing.
- D. Any grievances involving discharge only, will be submitted initially to the second step, as provided in section (B) of this Article. If the grievance is unresolved after such second step it may be submitted to the System Board of Adjustment, as provided in section (C) of this Article.
- E. All grievances processed under the procedures provided above will be in writing and will be signed by the employee whose grievance it is, and all decisions on said grievance will be in writing.
- F. An employee who has filed a grievance and his representative may meet to discuss the grievance, as described in paragraphs A and/or B above, 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. Such meeting will be scheduled pursuant to operational needs.
- 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. 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. 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.
- I. All time limits are exclusive of Saturday/Sunday and Holidays.



ARTICLE 22: BOARD OF ADJUSTMENT

- A. There are hereby established, pursuant to the provisions of the Railway Labor Act, as amended, board of adjustment, called the "Board of Adjustment, Envoy Air Inc."
- B. The Board will be composed of two (2) members, one (1) selected by the Company and one (1) selected by the Union. Either party will have the right to change its representatives from time to time provided only that the designation of the representative for any particular dispute must be made prior to the start of the scheduled hearing.
- C. The System Board will have jurisdiction only over disputes between the Company and the Union or any employee governed by this Agreement growing out of grievances involving interpretations or applications of this Agreement. The Area Board will have jurisdiction only over disputes between the Company and the Union involving discharge or discipline.
- D. A dispute submitted to the Board will be in the form of a petition submitted by either party and stating the position of the party submitting the grievance. Union submissions will be submitted to the ATD office and assigned a case number. Time limits will not begin running until the date a case number is assigned and docketed.
- E. The written appeal will be sent to the International TWU in the form of a petition. The International TWU will assign a case number and forward the appeal and two (2) copies, with the case number noted on each, to the Employee Relations Department. The scheduling of cases to be heard before the Board is an administrative matter addressed by mutual agreement between the Union and the Company.
- F. In the event any dispute or grievance is properly appealed to the System Board, the Company and the Union members of the System Board will, upon request of either party, meet and attempt to resolve the controversy. The System Board will thereafter meet on the matter as soon as possible and at all events within thirty (30) days of request by either party. The System Board hearings will generally be held in DFW unless a different location is agreed upon by the Board members.
- G. The TWU Local president or his designee and the Company designated employee relations representative will establish a time and date for all Board cases, however:
 - 1. In the event of a discharge case the meeting will take place within ten (10) days of receipt of the Union submission from the TWU ATD office to set a date for the discharge hearing. The scheduling of the hearing will be within thirty (30) days of that meeting.



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2. For cases involving discipline, which are properly submitted for hearing, the Board will adopt a procedure that will require discipline cases to be scheduled for hearing as soon as possible but not less than once every quarter.
- H. The Board may summon any necessary witness(es) 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.
 - I. The advocates will exchange all documents they may enter and the names of witnesses they may call in their direct case no later than ten (10) calendar days prior to the date set for the hearing, unless otherwise mutually agreed upon by the advocates in writing.
 - J. A majority vote of all members of the Board will provide full and complete authority to compromise and otherwise settle any and all grievances presented to it. Any settlement or agreement reached on any grievance will be binding upon the Union, the employee, and the Company. Board findings and decisions will be stated in writing and will be rendered within thirty (30) calendar days from the close of the hearing, unless the period is extended by agreement of the parties to the dispute. In the event the Board deadlocks and is unable to resolve the issue(s) after hearing evidence either member of the Board can, within ten (10) days of the meeting of the Board, request the appointment of a neutral arbitrator in writing.
 1. The jointly selected impartial arbitrator will sit with a Board, comprised of one (1) member selected by the Company and one (1) Board member selected from the Union. In the event the parties are unable to agree on a selection of an arbitrator, either party may request the National Mediation Board to provide a list of seven (7) neutrals. The parties will select one (1) neutral to serve as the third (3rd) member of the Board by alternately striking names from the list submitted by the National Mediation Board, with the first strike being determined by toss of a coin.
 2. A majority vote of all members of the arbitration panel, as provided herein, will be competent to make a finding or decision with respect to any dispute properly submitted to it and such finding or decision will be final and binding upon all parties, including the grievant(s), to such dispute. Board findings and decisions will be stated in writing and will be rendered within forty-five (45) calendar days from the close of the hearing, unless the period is extended by agreement of the board members.
 - K. The Boards of Adjustment or the Arbitration 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.
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- L. The 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 Board will be stated in writing 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 Board, including those incurred by reason of the participation of a "Referee" in the determination of the controversy as herein provided, will be borne one-half by the Company and one-half by the Union. The salary or compensation of the members of the Board, if any, will be by the parties selecting such member or members; except that Board members who are employees of the Company will be granted necessary leaves of absence without loss of pay to attend Board meetings. Board members will receive space available transportation over the lines of the Company from point of duty to point of meetings of the 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.



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ARTICLE 23: (RESERVED)

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ARTICLE 24: BENEFITS

- A. Except as expressly provided herein, covered employees and their eligible dependents will be eligible to participate in those health and insurance benefit programs which have been established by the Company.
- B. These benefit programs will not be altered or diminished for employees under this Agreement unless done on a Company-wide basis. Before any changes are made, the Company will notify the Union in writing in advance of the effective date of such change(s). Upon request by the Union, the Company will meet to explain the change(s).



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ARTICLE 25: UNION SECURITY

- 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 an 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. If any employee, who has resigned from the Company or has been laid off is re-employed or recalled, he will be considered as a new employee for the purposes of this Article and will be governed by the provisions of paragraph B.
- D. 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 payment 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.
- E. "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.
- F. When an employee, who is a member of the Union, becomes delinquent within the meaning of paragraph 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 of Labor, Legal and Employment, 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 of Labor, Legal and Employment 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 meaning of the terms and provisions of this Agreement.
- G. 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.
- H. 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 F.1. 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 of Labor, Legal and Employment and to



the members of the System Board of Adjustment. If the employee should appeal the decision, he may request the Vice President of Labor, Legal and Employment to prepare the submission papers in his behalf for 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 of Labor, Legal and Employment 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.
 - I. 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.
 - J. 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.
 - K. 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.
 - L. 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.
 - M. When a member of the Union properly executes such "Check-Off Form", the Union will forward an original copy to the appropriate official as designated by American Eagle, Inc. Any Check-Off Form which is incomplete or



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

- N. When a Check-Off Form, as specified herein, is received by the Company as provided above on or before a given payday, deductions will commence with the first regular paycheck following said payday, and will continue thereafter until revoked or cancelled as provided in this Article. The Company will remit to the Union a check in payment of all dues collected on a given payday, on or as soon after the payday as possible. 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.
- O. 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.
- P. An employee who has executed a Check-Off Form and who resigns or is terminated from the employ of the Company for reasons other than layoff will be deemed to have automatically revoked his assignment and if reemployed, further deductions of Union dues will be made only upon execution and receipt of a new Check-Off Form. Provided, however, that upon return from layoff, leave of absence, or reinstatement from disciplinary discharge to work within a classification covered by this Agreement, deductions will be automatically resumed. In cases where Check-Off is not reinstated by the Company due to mechanical or software errors, the Company will collect the



back dues at a maximum of fifty (50) dollars per month and remit to the Union, provided the employee has not revoked the assignment in accordance with this Article, and such deductions are in accordance with the other appropriate provisions of this Article and of the Railway Labor Act, as amended.

- Q. 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.
- R. 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.



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ARTICLE 26: NO STRIKE – NO LOCKOUT

- A. It is the intent of the parties to this Agreement that the procedures set forth herein and in the Railway Labor Act, as amended, for the resolution of disputes will serve as a means of peaceable settlement of all disputes that may arise between them and that, therefore:
1. 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.



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ARTICLE 27: SAVING CLAUSE

- 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.



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ARTICLE 28: DURATION

This Agreement shall become effective as of October 29, 2021 except as noted otherwise herein. It shall continue in full force and effect until and including October 28, 2026 and shall renew itself until each succeeding October 29 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 two hundred and forty (240) days prior to October 29, 2026. If the aforesaid notice is made, conferences between the parties will commence no later than one hundred and eighty (180) days prior to October 29, 2026 unless otherwise mutually agreed to by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 29th day of October 2021.

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO

John Samuelson
TWU International President

Gary Peterson
TWU International VP/Air Division Director

Jose Galarza
TWU International Representative

Chris Turner
President, TWU Local 548

Eric Helms
VP, TWU Local 548

ENVOY AIR

Pedro Fabregas
CEO and President

Captain Ric Wilson
Vice President, Flight Operations

Captain Allen Hill
Director, Flight Training

Donna Flores
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Matt Bartle
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Tony Bralich
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Human Resources



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