## SETTLEMENT AGREEMENT by and betwixt ENVOY AIR, INC.

## and the Flight Attendants in the service of **ENVOY AIR**

## as represented by the ASSOCIATION OF FIGHT ATTENDANTS-CWA, AFL-CIO

## Benefits Look Back Period AFA Grievance # 22-99-2-44-14

The parties have met and agree to resolve the above-referenced grievance on a one-time non-precedent basis due to the changes in the Affordable Care Act.

To determine eligibility for Health & Welfare Benefit participation commencing January 1, 2015, for the plan year 2015 only, the Company will determine the total number of paid credited hours a Flight Attendant earned in the following periods:

- (A) July 1, 2013 through June 30, 2014
- (B) October 3, 2013 to October 2, 2014

If, during either period, an Envoy Flight Attendant has 540 Pay credit hours, she/he will receive Health & Welfare Benefits at the full rate.

If in either period has 350 but no more than 539 Pay Credit Hours, the Flight Attendant will receive Health & Welfare Benefits at the Part-Time rate.

For subsequent years, the parties agree to amend Section 20.C.1.c for the purposes of Health and Welfare benefits only, to be the period of October 3rd -October 2<sup>nd</sup>, in compliance with the Affordable Care Act. For all other benefits, they will remain based upon the negotiated look back window (July 1st - June 30th).

ENVOY AIR, INC.

Vice President-Flight Service

ASSOCIATION OF FLIGHT ATTENDANTS-CWA. AFL-CIO

MEC President

Senior Attorney