

**SETTLEMENT AGREEMENT**  
**Between**  
**ENVOY AIRLINES**  
**And the**  
**ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO**

AFA Grievance # 22-99-2-44-15 (Global Me-Too, Side Letter P)  
AFA Grievance # 22-99-02-79-06 (Flying when No Flying Lost)

In full and final settlement of the above-referenced grievances, the parties agree to the following:

**1. Flying when No Flying Lost (effective DOS)**

- a. The Company may not remove or alter a Flight Attendant's awarded pairing, or pairing picked up from another Flight Attendant or Open Time, if nothing happens to any portion of that pairing (i.e. cancellation, delay or misconnect). However, if flying remains to be covered, the Company may remove or alter that trip to prevent a delay or cancellation if no other means are available to cover the impacted flying and the Company has exhausted the list of available Flight Attendants as outlined in the "Order of Assignment of Flying that Becomes Available" provision (8.N.) of the Agreement. The Company must be able to demonstrate a bona fide delay existed to alter a Flight Attendant's awarded pairing in which she/he has lost no flying.
- b. It is understood that in the event a Flight Attendant is assigned flying under this provision, a Flight Attendant will be paid the greater of the value of her/his original pairing or the actual pairing flown in accordance with 8.F.3.a.
- c. It is understood that in some instances there may be more than one Flight Attendant positioned to receive an assignment to altered flying. The Company will permit the senior of such Flight Attendants to accept or pass the altered assignment when there is at least thirty (30) or more minutes available prior to the scheduled departure time of the flying requiring coverage.
- d. If the Company does change a Flight Attendant's pairing per paragraph 1.a. above, all Flight Attendants affected will receive a payment of one hundred dollars (\$100) per occurrence paid in the next month's "end-of-month" paycheck in addition to any compensation in 1.b. above. Such payment will be made in addition to any minimum monthly pay guarantees and all other premium pay as provided for in this Agreement.
- e. This provision will also apply to reserves who have been awarded a pairing on a day(s) off.
- f. In addition to the above referenced grievances, the attached list of thirty-five (35) individual grievances will also be considered resolved. Each Flight Attendant who filed one of the grievances will receive one hundred (\$100) dollars in the next pay period.

\*\*\* NOTE – the parties acknowledge that the \$100 override set forth above may require programing to the Company's compensation software which will cause significant delays. Unless and until such process is automated, the Company will compensate affected flight attendants via a manual process which may include Flight Attendants sending a notification to Pay Comp.

**2. Lineholder Picking up Open Time: Pay for Open Time (4.F.3.)**

From October 26, 2015 to January 9, 2016, the following language will apply in lieu of the current CBA language in Section 4.F.3:

*A Flight Attendant who is awarded a regular line will be guaranteed one hundred and fifty percent (150%) of the greater of the scheduled or actual value of the pairing (per 4.A.1. of the Agreement), including premiums, of any pairing awarded from open time (including deadheads).*

**3. Reserve Picking up Open Time**

From October 26, 2015 to January 9, 2016, the following language will apply in lieu of the current CBA language in Section 4.F.4:

A Reserve Flight Attendant may bid for and be awarded open time. Such Reserve Flight Attendant will receive pay and credit above guarantee as outlined in Section 4.F.1 and 4.F.3. as amended above.

**4. Hotels for Training (effective November 1, 2015):**

At the Flight Attendant's request, the company will provide, at no expense to the Flight Attendant, comfortable and adequate single occupancy lodging in a suitable location for a DFW-based Flight Attendant who does not have a residence within fifty (50) miles (based on AAA mileage) of the Envoy Training Center when she/he is required to overnight in DFW while attending a training event (e.g. CQ training). Hotels must conform to Section 34 of the Agreement.

**5. Hotel Room in Domicile for Commuting Flight Attendants (effective November 1, 2015):**

A Flight Attendant who is a commuter may request a hotel in domicile to allow her/him to commute the night before or the last night of a pairing or block of reserve days. Such consideration will be granted to a Flight Attendant who is a commuter four (4) times in a contractual month. For the purpose of this settlement, a commuter is a Flight Attendant whose address on file is greater than fifty (50) miles from her/his domicile airport. Hotels must conform to Section 34 of the CBA.

**6. Parking (effective November 1, 2015):**

Any Flight Attendant who transferred out of a domicile following a displacement announcement, or who was displaced out of BOS, ORD, DFW, SJU, LAX, MIA or NYC and who continues to park a vehicle at BOS, ORD, DFW, SJU, MIA, LAX or NYC, will, upon request, be reimbursed for the parking charge at the above airports up to the full amount of an employee parking pass. Additionally, any Flight Attendant displaced who, while domiciled at DFW, BOS, ORD, SJU, LAX, MIA or NYC, parked a car and continues to park a car at another airport and was fully reimbursed while domiciled at BOS, ORD, DFW, SJU, LAX, MIA, LGA or JFK, will continue to be fully reimbursed.

**7. Good Faith Commuting Policy (effective November 1, 2015):**

A Flight Attendant will be allowed six (6) opportunities in a rolling 12-month period so long as they meet the requirements of Section 31 of the Agreement.

The Company and association shall create a PBS Working Group to evaluate the current contractual language surrounding PBS, including credits that affect the PBS award process.

Unless otherwise specified in this Settlement Agreement, all other provisions of the Agreement remain unchanged and in force.

**FOR THE ASSOCIATION:**

Robert Barrow 10-16-15

Robert Barrow  
President

**FOR THE COMPANY:**

Linda Kunz 10/16/15

Linda Kunz  
Vice President – Inflight Services

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Sara Nelson  
International President

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Chris Pappaioanou  
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Paula Mastrangelo  
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