

LETTER OF AGREEMENT
between
Envoy AIR, INC.
and
THE FLIGHT ATTENDANTS
in the Service of
ENVOY AIR, INC
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS – CWA

FATIGUE REVIEW BOARD (FRB)

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Section 6 of the Railway Labor Act, as amended, by and between Envoy Airlines, Inc. (hereinafter referred to as, “the Company”) and the Flight Attendants in the service of Envoy Airlines, Inc. as represented by the Association of Flight Attendants - CWA (hereinafter referred to as “the Union” or “AFA”).

WHEREAS, the Company and the Union are mutually committed to a cooperative, remedial and non-punitive approach to air safety; and

WHEREAS, to that end, the Company and the Union desire to participate jointly in a Fatigue Risk Management Plan (FRMP), submitted to the Administrator of the Federal Aviation Administration; and

WHEREAS, the Company and the Union desire to clarify and incorporate into the FRB certain policies and procedures related to Fatigue Policy.

NOW, THEREFORE, it is mutually agreed by and between the parties to this Letter of Agreement that Section 26.M. shall be replaced by the following:

A. FATIGUE SUBMISSIONS

1. A Flight Attendant who makes a submission to the Fatigue Risk Management Program (FRMP) and has her/his report accepted into the Program by the Fatigue Review Committee (FRC), will have the ability to contact PayComp and use vacation and/or sick leave to be paid for the time lost due to the fatigue call. A Flight Attendant does not have to “check” the appropriate box to have the fatigue report forwarded to the Fatigue Review Board (FRB) in order to utilize this provision.
2. If a Flight Attendant submits a fatigue report to the FRMP, and “checks” the appropriate box to have the fatigue report forwarded to the FRB, it will be forwarded to the FRB for consideration of pay status if the Flight attendant checks the box on the fatigue report form.
3. The FRC members will strive to reach consensus on the categorization of each fatigue report submission in accordance with the FRMP document. If consensus is not reached, the report will be handled in accordance with the FRMP.

B. FATIGUE REVIEW BOARD

The Fatigue Review Board (FRB) will consist of one member of Flight Service Management designated by the V.P. of Flight Service and one AFA representative designated by the MEC President. The parties will conduct an FRB at least once quarterly, or more frequently as necessary, to address cases on its agenda. The FRB will evaluate pay and/or attendance points associated with each event.

1. A Flight Attendant who declares herself/himself fatigued while on duty will be immediately removed from duty and put into rest for a minimum of ten (10) hours not inclusive of travel time to the place of rest. If the Company returns the Flight Attendant to a hotel, the cost of the hotel will be absorbed by the Company. She/he will not be credited or paid for the portion of the sequence that she/he does not operate due to fatigue except as provided below.
2. The FRB shall consider the individual circumstances of each fatigue report submitted to it for purposes of assessing pay. Reports that are accepted by the FRC will not be assessed an attendance occurrence. Whenever the circumstances warrant, the FRB will be authorized to remove the fatigue call from the Flight Attendant's absence record (HI-10) and all related employment records. The FRB shall be authorized to direct that:
 - a. The Company pay the Flight Attendant for the assignment for which she/he reported fatigued; or
 - b. If the removal is unpaid, the Flight Attendant, at her/his option, may be paid from her/his sick bank the value of the flying from which she/he was removed.
3. All decisions of the FRB will be in writing and signed by both members. All decisions of the FRB will be final and binding on the Association, the Company, and the Flight Attendant.
4. If the FRB deadlocks or fails to render a decision, the Company's decision will be subject to the grievance procedure.

C. FATIGUE REMEDIAL ACTION

1. It is understood that any remedial action or coaching/skill enhancement sessions recommended in the pursuit of fatigue mitigation shall be considered Focus Training.
2. Each and every remedial action and/or coaching/skill enhancement session shall be treated as learning tools for the Flight Attendant, and these recommended coaching/skill enhancement sessions shall not be considered tests or checks of skills relevant to pass/fail criteria or outcomes.
3. The appropriate removal and pay codes will be agreed to by the Company and the Union.

D. FLIGHT PAY LOSS:

The AFA FRC, FRC alternate, and FRB members involved in the FRMP shall be removed with applicable Company flight pay loss (SA or its equivalent) from all or a portion of her/his scheduled trip pairing(s) while functioning in this capacity. The Company will remove Flight Attendants only from the trip pairing(s) or portions thereof necessary to travel for and participate in required FRMP activities. All requests for flight pay loss should be directed to the Company's FRB or FRC representatives.

E. TRAVEL

The Company will provide 'positive space' 'A-12' passes or business travel passes, in accordance with the Company's then current travel policy, to the Association's members of the FRC in order to facilitate travel to and from FRC meetings, as well as related activities approved by the Company. Business passes will be provided on American Airlines flights. Travel will commence and terminate at locations designated by the Association's FRC Team Members, limited to the Continental U.S. or to the airport

closest to the designated Team Member's actual residence. Requests will be directed to the Company's FRB or FRC representatives.

F. NASA ASRS Reporting

Participation in the FRMP program should allow for participation in the NASA Aviation Safety Reporting System (ASRS), as described in FAA Advisory Circular 00-46, as amended. Upon receipt of an FRMP report from a Flight Attendant, the Company's Safety Department will immediately forward a copy of the report to NASA for inclusion in ASRS. The Company's Safety Department assumes the responsibility of fulfilling the ten-day ASRS reporting requirement

This Letter of Agreement shall be implemented when it has been signed by all parties and shall continue to run concurrently with the Flight Attendants' Basic Agreement unless changed in accordance with the Railway Labor Act.

- G. It is understood and agreed that the FRMP will not contain any procedure or step that will require a Flight Attendant to waive the contractual right to grieve an action taken by the Company. If any term or provision of this Letter of Agreement (LOA) becomes out of compliance with Federal Aviation Administration (FAA) regulations governing the Fatigue Risk Management Program, the FAA regulation(s) will supersede the specific provision contained in this LOA that is in conflict. Such invalid term or provision will not invalidate the remaining portions of this LOA, and they will remain in full force and effect.

The parties hereto have signed their/his Letter of Agreement their/his ____ day of October, 2020.

FOR ASSOCIATION OF FLIGHT ATTENDANTS

FOR ENVOY AIR INC:



Sara Nelson, International President

Linda Kunz, Vice President Inflight



Robert Barrow, MEC President

Paula Mastrangelo, Sr. Staff Negotiator