

## Letter of Agreement 1 Implementation

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between ExpressJet Airlines LLC (hereinafter, the "Company"), and the International Association of Machinists and Aerospace Workers (hereinafter, the "IAM").

A. The provisions of this Joint Collective Bargaining Agreement will be effective on the date of signing ("DOS"), except as otherwise specifically outlined below.

1. Section 3: Compensation
  - a. 3.A. Flight Pay
    - i. The Company will implement the pay scale in 3.A within thirty (30) days following DOS. Retroactive payments as of DOS will apply. **Retro back to March 9, 2020**
  - b. 3.B. Incentive Pay Rates
    - i. The Company will implement incentive pay rates in accordance with chart in 3.B effective the first complete bid period following DOS. **April 1, 2020**
  - c. 3.C. Minimum Monthly Guarantee
    - i. The Company will implement any changes to 3.C effective the first complete bid period following DOS. **April 1, 2020**
  - d. 3.E. Reserve Guarantee
    - i. The Company will implement any changes to 3.E effective the first complete bid period following DOS. **April 1, 2020**
  - e. 3.N. Deadhead
    - i. The Company will implement any changes to 3.N. effective the first complete bid period following DOS. **April 1, 2020**
  - f. 3.O.1 Training Pay
    - i. The Company will implement any changes to 3.O.1. effective the first complete bid period following DOS. **April 1, 2020**
  - g. 3.O.3. Computer Based Training/ Home Study
    - i. The Company will implement any changes to 3.O.3 effective the first complete bid period following DOS. **April 1, 2020**
  - h. 3.O.4.d. Out of Base Training
    - i. The Company will implement any changes to 3.O.4.d. effective the first complete bid period following DOS. **April 1, 2020**

- i. 3.P. Ready Reserve Pay
      - i. The Company will implement any changes to 3.P. effective the first complete bid period following DOS. **April 1, 2020**
    - j. 3.R. Open Time
      - i. The Company will implement any changes to 3.R. effective the first complete bid period following DOS. **April 1, 2020**
    - k. 3.S. Red Flag
      - i. The Company will implement any changes to 3.S. effective the first complete bid period following DOS. **April 1, 2020**
    - l. 3.U. IOE Instructor Pay
      - i. The Company will implement any changes to 3.U. effective the first complete bid period following DOS. **April 1, 2020**
    - m. 3.W. Holding Pay
      - i. The Company will implement any changes to 3.W. effective the first complete bid period following DOS. **April 1, 2020**
- 2. Section 4: Scheduling
  - a. The Company will implement any changes to Section 4 effective the third bid period following DOS, with the exception of days off. **May bid period for June schedules.**
  - b. The flight attendants will line-bid in accordance with Letter of Agreement 2.
  - c. Changes to minimum days off will be effective upon implementation of PBS.
  - d. 4.T.8.a. Benefits for Part Time Flight Attendants
    - i. The Company will implement any changes to 4.T.8.a. upon implementation of PBS. Part Time Flight Attendants will elect for benefits during the Open Enrollment period.
- 3. Section 5: Travel Expenses
  - a. 5.D.4, 5. and 6. Flight Attendants who attend training other than new hire training out of domicile and choose to take an alternate deadhead from training
    - i. The Company will implement any changes to 5.D.4, 5. and 6. effective the first complete bid period following DOS. **April 1, 2020**
- 4. Section 6: Training

- a. 6.A.2. Awarding/ Assigning Recurrent Training
  - i. The Company will implement any changes to 6.A.2. effective the first complete bid period following DOS. **April 1, 2020**
- 5. Section 7: Seniority
  - a. 7.D.1. and 2. Period of Probation
    - i. The Company will implement any changes to 7.D.1. and 2. effective the first day of the month following DOS. **April 1, 2020**
- 6. Section 8: Vacation
  - a. 8.A.and B. Vacation Accruals
    - i. The Company will implement any changes to 8.A. and B. effective January 1 following DOS. **January 1, 2021**
  - b. 8.D. Vacation Pay
    - i. The Company will implement any changes to 8.D. effective January 1 following DOS. **January 1, 2021**
  - c. 8.E. Vacation Administration
    - i. The Company will implement any changes to 8.E. effective January 1 following DOS. **January 1, 2021**
  - d. 8.F.2.-4. Vacation Bid Month
    - i. The Company will implement any changes to 8.F.2.-4. effective January 1 following DOS. **January 1, 2021**
- 7. Section 9: Sick Leave
  - a. 9.A.1 and 2. Sick Leave Accruals
    - i. The Company will implement any changes to 9.A.1. and 2. effective January 1 following DOS. **January 1, 2021**
- 8. Section 11: Leaves of Absence
  - a. 11.D. Medical Leaves of Absence
    - i. Any Flight Attendant on a leave of absence that commenced prior to DOS will be grandfathered into the previous contract's (i.e. legacy ASA or legacy ERJ) medical leave provision until that leave of absence has ended. **March 9, 2020**
- 9. Section 13: Filling of Vacancies
  - a. The Company will implement any changes to Section 13 effective the first complete bid period following DOS. **April 1, 2020**
- 10. Section 15: Uniforms
  - a. Section 15.G.1. Uniform Replacement
    - i. The Company will implement any changes to 15.G.1. effective January 1 of the year following DOS. **January 1, 2021**
  - b. 15.H. Uniform Alterations

i. The Company will implement any changes to 15.G.1. effective January 1 of the year following DOS.  
**January 1, 2021**

11. Section 22: Union Activities

a. 22.E. Union Bank

i. The Company will implement any changes to 22.E. effective the first complete bid period following DOS.  
**April 1, 2020**

12. Section 23: General

a. 23.N. Commuting Policy

i. The Company will implement any changes to 23.N. effective the first complete bid period following DOS.  
**April 1, 2020**

13. Section 26: Benefits

a. The Company will implement any changes to Section 26 effective January 1 of the year following DOS. Flight Attendants will elect changes during the Open Enrollment period. **January 1, 2021**

14. Flying Integration

- a. The Company may implement flying integration the first complete bid period following DOS. **April bid period for May 2020 schedule**
- b. There will be no system rebid and transfers will be processed as normal.

B. ExpressJet will use its best efforts to fully implement the terms of the new agreements as soon as reasonably practicable and will share implementation targets and timelines with the Union, as well as regular updates and progress reports. As impediments or other issues in doing so arise, the Company or Union will notify the other party, and the parties will meet promptly to discuss the issues and develop practicable solutions to address the underlying interests, consistent with the process by which the agreements were negotiated. The parties will attempt to mitigate or avoid detriment, losses or harm to affected employees, to the extent practicable.

Agreed to on this 9<sup>th</sup> day of March 2020,



/s/

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Brandee Reynolds  
Vice President  
Inflight



/s/

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Dave Supplee  
President- Directing General Chairperson  
IAMAW District 142