

**Letter of Agreement
Between
21 Air, LLC
And
The Pilots
In the service of
21 Air, LLC
As represented by the
21 Air Pilots Association**

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 21 Air, LLC, (hereinafter “the Company”) and the Pilots in the service of 21 Air Pilots, LLC, as represented by the 21 Air Pilots Association (hereinafter “TAPA”).

WHEREAS, the Company and the 21 Pilots Association (hereinafter “TAPA”) as the duly elected representatives of the Pilots of 21 Air, LLC have engaged in discussions and reached between the two concerning terms and conditions of employment for pilots; and

WHEREAS, the Company and TAPA wish to memorialize their agreement concerning increases in pay for pilots employed by the Company;

NOW THEREFORE, the Company and TAPA agree as follows:

1. Section 3 – Definitions, of the parties’ Collective Bargaining Agreement is hereby modified effective September 1, 2023 as follows:

HARD TIME: Shall mean Block Time at the controls, Augmented Time as a non-flying Pilot on board the aircraft to replace another qualified Pilot for in-flight rest under the augmented crew FARs, instructor/office time based on daily credit, and simulator support time based on daily credit. Hard Time credit over 75 hours is the only credit paid as Overtime, and Overtime is only paid for those hours over 75.

OVERTIME: Overtime time is based on Hard Time credit only and is paid at 1.5x a Pilot’s hourly rate set out in Section 5.F below. This means that when a Pilot reaches 75 hours of Hard Time credit, the Pilot who earns additional Hard Time over 75 hours for a Bid Period is credited with Overtime for those hours over 75.

2. Section 5.F and G. of the parties' Collective Bargaining Agreement, and the LOA of May 12, 2022, shall be modified as outlined below effective Sept 1, 2023:

F. First Officers Pay Scale, Boeing 767 (* Years of Service)

	Current	9/1/23	9/1/24	9/1/25	9/1/26	9/1/27
YOS	First Officer	NEW				
1	\$ 102.00	\$ 112.20	\$ 112.20	\$ 112.20	\$ 112.20	\$ 112.20
2	\$ 114.01	\$ 142.51	\$ 148.21	\$ 151.47	\$ 154.81	\$ 158.21
3	\$ 119.13	\$ 154.87	\$ 161.06	\$ 164.61	\$ 168.23	\$ 171.93
4	\$ 121.58	\$ 158.05	\$ 164.38	\$ 167.99	\$ 171.69	\$ 175.47
5	\$ 129.37	\$ 161.71	\$ 168.18	\$ 171.88	\$ 175.66	\$ 179.53
6	\$ 134.50	\$ 165.44	\$ 172.05	\$ 175.84	\$ 179.71	\$ 183.66
7	\$ 139.63	\$ 170.35	\$ 177.16	\$ 181.06	\$ 185.04	\$ 189.11
8	\$ 144.86	\$ 175.28	\$ 182.29	\$ 186.30	\$ 190.40	\$ 194.59
9	\$ 149.86	\$ 179.83	\$ 187.03	\$ 191.14	\$ 195.34	\$ 199.64
10	\$ 154.99	\$ 185.99	\$ 193.43	\$ 197.68	\$ 202.03	\$ 206.48
11	\$ 159.51	\$ 191.41	\$ 199.07	\$ 203.45	\$ 207.92	\$ 212.50
12	\$ 165.25	\$ 198.30	\$ 206.23	\$ 210.77	\$ 215.41	\$ 220.14

G. Captain Pay Scale, Boeing 767 (*Yeas of Service)

	Current	9/1/23	9/1/24	9/1/25	9/1/26	9/1/27
YOS	Captain	NEW				
1	\$ 175.50	\$ 180.50	\$ 180.50	\$ 180.50	\$ 180.50	\$ 180.50
2	\$ 193.10	\$ 212.41	\$ 220.91	\$ 225.77	\$ 230.73	\$ 235.81
3	\$ 198.87	\$ 228.70	\$ 237.85	\$ 243.08	\$ 248.43	\$ 253.89
4	\$ 204.62	\$ 235.31	\$ 244.73	\$ 250.11	\$ 255.61	\$ 261.24
5	\$ 210.38	\$ 241.94	\$ 251.61	\$ 257.15	\$ 262.81	\$ 268.59
6	\$ 216.17	\$ 248.60	\$ 258.54	\$ 264.23	\$ 270.04	\$ 275.98
7	\$ 221.93	\$ 255.22	\$ 265.43	\$ 271.27	\$ 277.24	\$ 283.33
8	\$ 227.70	\$ 261.86	\$ 272.33	\$ 278.32	\$ 284.44	\$ 290.70
9	\$ 233.45	\$ 268.47	\$ 279.21	\$ 285.35	\$ 291.63	\$ 298.04
10	\$ 239.22	\$ 275.10	\$ 286.11	\$ 292.40	\$ 298.83	\$ 305.41
11	\$ 244.77	\$ 281.49	\$ 292.74	\$ 299.19	\$ 305.77	\$ 312.49
12	\$ 250.75	\$ 288.36	\$ 299.90	\$ 306.49	\$ 313.24	\$ 320.13

3. Section 5.A of the parties' Collective Bargaining Agreement shall be modified as follows, effective Sept 1, 2023:

A. Bid Period Guarantee.

A Pilot will be paid a **75** hour minimum guarantee per Bid Period at his or her hourly rate in Section 5.F below.

4. Section 5.B of the parties' Collective Bargaining Agreement shall be modified as follows, effective Sept 1, 2023:

B. Pay Credits.

A Pilot will be credited toward his or her minimum guarantee for all Hard Time and Soft time earned during the Bid Period. In addition to the Pilot's **75** hour guarantee, a Pilot will be paid for time credited above **75** hours per Bid Period at the Pilot's hourly rate in Section 5.F below. A Pilot will be paid Overtime of 1.5x his or her hourly rate in Section 5.F below if he or she receives Hard Time credit totaling more than **75** hours in a Bid Period. Hard Time is Block Time at the controls, Augmented Time as a non-flying Pilot on board the aircraft to replace another qualified Pilot for in-flight rest under the augmented crew FARs, Instructor/Office time based on daily credit, and simulator support time based on daily credit. Hard Time credit over **75** hours earned in a single Bid Period is the only credit paid as Overtime, and Overtime is only paid for those Hard Time hours over **75**. Soft time is time credited other than Hard Time, such as Duty/Trip Rig above actual Block Time/Augmented Time, training, sick and vacation credit. Soft time is not paid at an Overtime rate in any circumstance.

5. Section 5.D of the parties' Collective Bargaining Agreement shall be modified as follows, effective Sept 1, 2023:

D. New Hire Compensation.

1. A new hire Pilot shall receive the **75** hour guarantee based on the current pay scale for his/her first-year hourly rate, while in training. If the training begins on any day other than the first day of the month, the pay will be pro-rated based on the number of days in the month multiply by a daily rate. If the Training begins on or after the 25th of the month, earnings will be carried over to the next issued paycheck on the 15th of the following month.

2. The Company may elect to perform ground school, general subjects, through a distance learning protocol utilizing an electronic Learning Management System (LMS). The LMSs

that are currently being used include: CPAT and Ascend. During the 100% distance learning, the initial new hire will be paid his/her 75-hour guarantee.

3. The initial training period days off and schedule will be determined by the Training Department.

E. Recurrent, Upgrade or Transition Training Compensation.

1. Qualified Pilots in training are credited 4 Hours and 10 minutes per day during training events. This includes Recurrent Ground School, Simulator and Simulator support.

6. Section 5.K of the parties' Collective Bargaining Agreement shall be modified as follows, effective Sept 1, 2023:

K. Overtime Pay.

Overtime is paid at rate of 1.5 of a Pilot's hourly rate when 75 hours of Hard Time is exceeded for that Bid Period and is paid at 1.5x for any Hard Time hours over 75. Soft time is not paid at an Overtime rate in any circumstance, except G-Day.

Q. Vacation

A Pilot will accrue vacation at a rate of 4 hours and ten (10) minutes, per eligible day(s). Vacations will be awarded in accordance with Section 9 of the CBA.

7. Section 6 J Scheduling and Hours of Service of the parties' Collective Bargaining Agreement shall be modified as follows, effective Sept 1, 2023:

4. Long Call Reserve (R-3)

C. Maximum Duty Period:

a. R-3 shall not exceed eight (8) consecutive hours.

b. The Maximum Duty Period when R-3 is combined with another Duty Assignment is as set forth in Section 6 (Hours of Service)

5. Long Call Reserve (R-4)

D. Long Call Reserve (R-4) (Residence)

R-4 will be performed at a Pilot's residence. R-4 begins at 08:00 – 16:00 ET (Miami Standard Time) and ends when the Pilot is released or assigned another status (R-2 or R-3), with Pilot notification in accordance with this Section.

C. Maximum Duty Period

- i. R-4 shall not exceed eight (8) consecutive hours

F. A pilot on at home R-4 Reserve shall be credited 2.5 hours of pay credit for each at home R-4 reserve period.

NOTE: A Pilot will be assigned a specific reserve period (R-1, R-2, R-3, or R-4) 48 hours prior to the start of the reserve period.

- 8. Section 11.B of the parties' Collective Bargaining Agreement shall be modified as follows, effective Sept 1, 2023:

B. Sick Bank Usage.

A Pilot's sick bank will be deducted at the rate of 4 hours and 10 minutes per sick day. This amount will be applied to the Pilot's 75 hour guarantee or Overtime hours for the Bid Period. If the Pilot has flown Overtime for the Bid Period, the deduction will be only on the straight time pay.

This the 5 day of September 2023

For the Company:

Michael Mendez, CEO

For the Union:


