

AGREEMENT

between



SPIRIT  
AIRLINES, INC.

and

THE FLIGHT ATTENDANTS

in the service of

SPIRIT AIRLINES, INC.

as represented by the



ASSOCIATION OF FLIGHT ATTENDANTS-CWA,

AFL-CIO

**2016 - 2021**

**Agreement Between**

**Spirit Airlines and the Association of Flight Attendants**

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## **SECTION 1 RECOGNITION AND JOB SECURITY**

### **A. Recognition**

1. In accordance with certification number R-6767 (dated November 6, 2000) made by the National Mediation Board, Spirit Airlines, Inc. (the "Company") hereby recognizes the Association of Flight Attendants ("AFA") as the duly designated and authorized representative of the Flight Attendants in the employ of the Company for the purpose of the Railway Labor Act as amended.
2. This Collective Bargaining Agreement and any formal Letters of Agreement between the Company and the Association may be referred to as the "Agreement".

### **B. Scope**

1. Except as otherwise provided in this Agreement, all flying on the Company's aircraft (whether leased to or owned by the Company) or under the Company's operational control, including wet leases (aircraft and crew), and contracting for other carriers or entities (government, military or commercial), but not dry leases (aircraft but no crew) to other carriers or entities, shall be performed by Flight Attendants on the Spirit Airlines Seniority List.
2. Notwithstanding Section 1.B.1. above, the Company may assign or contract out revenue flying for a period not in excess of ninety (90) days per occurrence if (a) such conduct is necessary to accomplish the needs of the service of the Company, and (b) the Company does not have sufficient aircraft or Flight Attendants to perform the revenue flying assigned or contracted out, and (c) no Company Flight Attendant is furloughed as a result of such contracting out of revenue flying.
3. Nothing in this Section shall preclude the Company from entering into a code-share agreement, a marketing agreement, an interline agreement, or a pro rate or block space agreement, so long as such agreements do not result in the furlough of any of the Company's Flight Attendants.
4. The Company shall not create or acquire an "alter ego" to avoid the terms and conditions of the Agreement.

### **C. Successorship**

The provisions of this Agreement shall be binding upon any successor or merged company or companies unless or until changed in accordance with the provisions of the Railway Labor Act, as amended.

### **D. Merger Protection**

1. In the event of any merger of the Company with another airline, acquisition of the Company by another airline, or acquisition by the Company of another airline, which affects the seniority rights of Flight Attendants on the Spirit Airlines Flight

Attendant Seniority List, the parties will make their best efforts to integrate the seniority lists in a fair and equitable manner including, where applicable, agreement through collective bargaining between the carriers and the representatives of the Flight Attendant groups affected. In the event of failure to agree, the dispute shall be resolved in accordance with Sections 2, 3 and 13 of the Allegheny-Mohawk Labor Protection Provisions, except that the integration of the seniority lists of the respective Flight Attendant groups shall be governed by the AFA Merger Policy if both pre-transaction Flight Attendant groups are represented by the AFA.

2. Upon announcement of any transaction which is intended to result in the consolidation of the Company with another air carrier, the parties will meet promptly to negotiate an appropriate fence agreement and to implement a seniority integration process as described in Section 1.D.1. above. These discussions shall not be a prerequisite for closing or completing a transaction under this Section.

#### E. Retained Management Rights

1. Except as restricted by the express terms of this Agreement, the Company shall retain all rights to manage and operate its business and workforce, including but not limited to the right to sell or discontinue all or part of the business; to sell or lease aircraft or facilities; to determine where and when to operate scheduled or unscheduled service; to determine its marketing methods and strategies, and to enter into code sharing, affiliation or marketing agreements with other carriers; to invest in other business entities including, but not limited to, other air carriers; and to determine the type of aircraft it will use. The Company shall retain all rights to increase or decrease the workforce; to establish procedures; to determine qualifications for employment and promotions; to establish rules of conduct; to evaluate performance; to determine work schedules and to determine the size and composition of the workforce.
2. The exercise of any right reserved herein to management in a particular manner or the non-exercise of such right shall not operate as a waiver of the Company's rights or otherwise preclude the Company from exercising the right in a different manner. Any past practices established prior to the date of this Agreement shall not create any obligations to continue following the effective date of this Agreement.

#### F. Remedies

Any and all disputes concerning alleged violation of this Section 1 shall be resolved by final and binding arbitration. The Company specifically agrees to arbitrate any grievance filed by the Association alleging violation of this Section 1 on an expedited basis directly before the System Board of Adjustment sitting with a neutral member, as the arbitration forum. The dispute shall be heard expeditiously no later than thirty (30) days following the submission to the System Board and decided expeditiously no later than sixty (60) days after submission, unless the parties agree otherwise in writing. The parties agree to abide by any arbitration award which is issued.

## SECTION 2 DEFINITIONS

This section contains definitions of terms used in other sections of this Agreement. When used in such other sections, these terms shall have the meanings ascribed to them below. These definitions are for clarification and reference.

Aircraft Accident	An occurrence associated with the operation of an aircraft while it is in motion, and during which <u>any person</u> suffers death or serious injury, or in which the aircraft receives substantial damage.
Base	A geographic location designated by the Company from which Flight Attendants are regularly awarded or assigned pairings which begin from, and end at, that location. For the purpose of training assignments, facilities used for training within twenty-five (25) AAA miles from the base shall be considered in base. <u>Also known as a Domicile.</u>
Bid period	A calendar month with these exceptions: January will be from January 1 through January 30. February will be from January 31 through March 1. March will be from March 2 through March 31.
Bidline	A planned sequence of duty assignments in a bid period at a base that may include pairings, reserve days, training and days off, which is offered for award or assignment to a Flight Attendant. <u>Also known as a line.</u>
Block-to-Block	The period of time beginning when an aircraft first moves for the purpose of flight or is moved from the ramp blocks and ending when the aircraft is next secured with blocks at a ramp or unloading point.
<u>Block of Reserve Days</u>	Means the reserve day(s) that follows a day off and ends with the commencement of the Flight Attendant's next day off ( <u>Moveable or Immovable</u> ).
<u>Calendar Day</u>	A Calendar Day is a day from 0001LT to 2400LT.
Charter	Unscheduled flight operation contracted with a third party to provide flight services on a commercial or military / government basis.
Check-In Time	The time at which a Flight Attendant is required to report for duty.
Company	Spirit Airlines, Inc.
Company Date of Hire	The original date of hire in any capacity as an employee of the <u>Company.</u>
<u>Day Off</u>	<u>Except as otherwise provided in this Agreement or waived by the Flight Attendant, a calendar day in the Flight Attendant's base free from all duty with the Company.</u>

Deadheading	The transport by air or surface vehicle of a Flight Attendant from one point to another, pursuant to Company orders, for the purpose of performing any duty or training under this Agreement after arrival at the destination point, and for the purpose of returning after having performed such duty or training.
Domestic partner(ship)	A person shall be considered a domestic partner of a Flight Attendant provided that all of the following exists: <ol style="list-style-type: none"> <li>1. Each party is at least 18 years old and competent to contract.</li> <li>2. Neither person is married, nor a partner to another domestic partnership relationship within the last ninety (90) days.</li> <li>3. Consent of either person to the domestic partnership relationship has not been obtained by force, duress, or fraud.</li> <li>4. Each person agrees to be jointly responsible for each other's basic food and shelter.</li> <li>5. Must have resided with the Flight Attendant at the same address for a period of not less than six (6) months.</li> </ol>
Duty period	A period of time which commences at the Company designated location at check-in time and ending at the conclusion of the allotted debrief time after block-in, or when released, whichever is later.
Ferry Flight	A flight from one airport to another airport with no revenue passengers.
Final Schedule	A Flight Attendant's schedule for the month after adjustments.
Flight Attendant	An employee qualified under Federal Aviation Administration (FAA) and Company regulations who holds a position on the Company System Seniority List, and who is responsible for en-route passenger safety, comfort and service on the aircraft <u>and other Company-directed duties.</u>
<u>Flight Attendant Date of Hire</u>	<u>Upon successful completion of initial Flight Attendant training, the Flight Attendant's Date of Hire will be considered his or her first day of training.</u>
Flight Segment	One flight between two airports. Also referred to as "flight leg." Example: DTW-FLL
General population	Any non-represented employee, including management up to and including the position of senior manager.
<u>Home Study</u>	<u>Company-required training undertaken by a Flight Attendant at a location and time of his/her choosing (but prior to any applicable deadline).</u>

Incident	An occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.
International	Means all flying and deadheading outside the contiguous 48 states of the United States from the last point of departure at which the crew flying the trip outside the contiguous 48 states of the United States goes aboard the airplane, <u>except that</u> "international flying" shall not include Alaska, Canada, Mexico, and the island nations of the Caribbean <u>between 15 degrees north latitude and 28 degrees north latitude, except that the nation of Cuba shall be considered international flying.</u>
Irregular Operations	A variance from normal operations due to mechanical, weather, ATC, and/or delays due to late aircraft arrival which are beyond the control of the Company.
Known Flying	Flying which is planned to operate with a reasonable degree of certainty as determined by the Company based on historical records. Generally such flights are considered to be scheduled service flights, firm military charter flights, scheduled charter flights, and other charter flights that have historically consistent operating records.
Layover	The period of time during which a Flight Attendant is relieved from duty while away from his or her base for the purpose of rest.
Lead-in trip	A pairing that is scheduled to depart in one bid period and scheduled to complete in the following bid period.
Lead position	The 'A' position on the aircraft which is determined at check-in time of the trip and is offered in seniority order and is assigned in inverse seniority order exclusive of probationary Flight Attendants.
<u>Longevity</u>	<u>The period of time which commences on the date of graduation from initial Flight Attendant training and which continues to accrue during employment as a Flight Attendant as long as a Flight Attendant is actively working in the classification, or as provided in this Agreement.</u>
Month	Same as Bid <u>Period</u> .
Open Time	Any pairings which have not been assigned and are available for pick up or trade <u>in accordance with Section 8.L.</u>
Pairing(s)	The itinerary of flight segments, deadheading, ferry flights, and training beginning with check-in at the Flight Attendant's base and ending with a return to that base.
Patterns	Arrangement of pairings on bidlines; e.g., same trip, same days off, all weekends off, all morning or afternoon departures, same aircraft.
Positive Contact	Actual person-to-person communication for the purpose of

	notification of assignment <u>or</u> any other information.
Qualification	A certification of training and/or skill that allows the Flight Attendant to bid for and hold specified positions on a bidline and/or pairing. The only qualification under this Agreement is language.
<u>Relief Line</u>	<u>A Relief Line means a monthly schedule built and awarded after the initial bids are awarded and posted with the Final Schedule. A Relief Line is originally scheduled with no scheduled activity or days off, and placed into the bid packet for bid.</u>
<u>Reserve Line</u>	<u>A Reserve Line is a monthly schedule, posted by the Company for bid, with intervening notification periods and planned days off.</u>
<u>Reschedule/Re-route</u>	<u>Any time a Flight Attendant, in accordance with the order of assignment, and in inverse seniority order among those Flight Attendants who are legal and available, is involuntarily assigned to an uncovered segment(s) or trip(s) or her/his original trip is modified.</u>
Rest Period	A contractual or regulatory period of time during which the Flight Attendant is released from all Company duty for the purpose of rest.
<u>Retiree</u>	<u>A Flight Attendant who voluntarily leaves the employ of the Company with at least ten (10) years of active service and who has reached his/her 55th birthday. For the purpose of retiree travel passes, a Flight Attendant with at least 15 years of active service who voluntarily leaves the employ of the Company will be considered to be a retiree.</u>
SAP	Schedule Adjustment Period.
<u>Schedule Integrity</u>	<u>Means that the Flight Attendant is entitled to fly his/her awarded trip(s) and not be rescheduled provided that his/her trip operates and he/she is legal to fly it, and that her/his days off on the final bid award stand as her/his minimum days off in that bid month.</u>
Scheduled Time	Times specified in the operating schedules established by the Company.
Serious Injury	An injury which prevents a Flight Attendant from performing his or her normal flight duties.
Substantial Damage	Damage or failure which adversely affects the structural strength, performance or flight characteristics of the aircraft, and which would normally require major repair or replacement of the affected component. Engine failure or damage limited to an engine if only one engine fails or is damaged, bent fairings or cowling, dented skin, small punctured holes in the skin or fabric, ground damage to rotor or propeller blades, and damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wingtips are not considered

	“substantial damage” for the purpose of this Agreement.
Trip	Same as Pairing.
Trip hour period	All time elapsed from the start of a duty period at a Flight Attendant’s base until completion of the last duty period which terminates at a Flight Attendant’s base. <u>Also known as Time Away From Base (TAFB).</u>
Union	The Association of Flight Attendants (AFA-CWA).
Vacancy	A Flight Attendant opening established by the Company which may be filled by transfer and then by award or assignment of a new hire.

### SECTION 3 COMPENSATION

#### A. Minimum Guarantees

##### 1. Monthly Guarantee

- a. Each Flight Attendant shall be paid the equivalent of seventy-two (72) credited hours per bid period, which shall constitute a bid period guarantee, unless the Flight Attendant voluntarily reduces his or her schedule.
- b. In the event a Flight Attendant is on non-pay status (i.e., unpaid leave of absence) for a portion of the month, he or she shall be paid and credited flight pay at the applicable rate for each day on pay status or pro-rated minimum guarantee, whichever is greater.

##### 2. Pairing Guarantee

- a. Minimum credited hours for a pairing shall be the greater of the following:
  - a. Actual or scheduled flight hours, whichever is greater, on a per-duty-period basis; or
  - b. Four and one-half hours (4:30) per duty period for the entire trip for multi day trips; or
  - c. Four (4) hours per duty period for single duty period trips; or
  - d. A Flight Attendant shall be credited for pay purposes with one additional duty period (four and one-half hours (4:30)) for each scheduled away-from-domicile layover that exceeds a continuous 22-hour period; or
  - e. One (1) hour of flight time credit for every 4.20 hours elapsed time away from base.
- b. Notwithstanding the provisions in 2.a. above, a Flight Attendant shall receive all Pairing Guarantees on a no less favorable basis than that of pilots.
- c. If a multiple day pairing spans two (2) monthly bid periods, the actual or scheduled hours flown shall be credited to the month in which the flights operated. Any additional credited hours shall be credited in the earlier month or in a manner as agreed to by pilots.

#### B. Rates of Pay

A Flight Attendant shall receive the following hourly rates based on longevity as follows:

	<b>DOS rates</b>	<b>DOS+1</b>	<b>DOS +2</b>	<b>DOS+3</b>	<b>DOS+4</b>
<b>1st Six Mos</b>	\$ 20.22	\$ 20.42	\$ 20.62	\$ 20.83	\$ 21.04
<b>2nd Six Mos</b>	22.09	22.31	22.53	22.76	22.99
<b>2</b>	24.39	24.88	25.38	25.88	26.66
<b>3</b>	26.18	26.70	27.24	27.78	28.62
<b>4</b>	28.21	28.77	29.35	29.94	30.83
<b>5</b>	29.66	30.25	30.86	31.48	32.42
<b>6</b>	31.05	31.67	32.30	32.95	33.94
<b>7</b>	33.03	33.69	34.36	35.05	36.10
<b>8</b>	34.76	35.46	36.16	36.89	37.99
<b>9</b>	35.90	36.62	37.35	38.10	39.24
<b>10</b>	37.39	38.14	38.90	39.68	40.87
<b>11</b>	39.26	40.05	40.85	41.66	42.91
<b>12</b>	40.08	40.88	41.70	42.53	43.81
<b>13</b>	41.40	42.23	43.07	43.93	45.25
<b>14</b>	43.62	44.49	45.38	46.29	47.68
<b>15</b>	45.94	46.86	47.80	48.75	50.21
<b>16</b>	46.33	47.26	48.20	49.17	51.13

C. Flight Time Credit

1. Actual block-to-block flight time or scheduled flight time, on a per-duty-period basis, whichever is greater, shall be used in computing all flight time for pay purposes.
2. Credited flight time includes all scheduled or actual flights and any other time that a Flight Attendant receives credit for flight time under this Agreement, e.g., vacation, sick leave, training, deadheading, ferry flights, rescheduling or rerouting, Time Recoverable status, minimum guarantees, special assignment, and union activity.

D. Line and Trip Guarantee

1. A Flight Attendant shall be guaranteed all credited time shown on his or her Final Bid Award after the Transition and SAP, e.g., after all adjustments for dropped trips for any reason have been made and any addition of credited time to the bidline for any reason has been made.

*Example: A Flight Attendant's Initial Bid Award is that of a bidline projected for 80 credit hours. A 10:00 credit hour trip is dropped from the Flight Attendant's bidline during Transition due to a Vacation conflict. The Flight Attendant picks up a 17 credit hour trip from Open Time during the SAP. Her line guarantee is 87:00.*

2. If a Flight Attendant involuntarily loses all or any part of his or her awarded

pairings as reflected on his or her Final Bid Award, or involuntarily loses all or any part of pairings voluntarily picked up during the bid period, he or she shall be paid and credited for the originally scheduled trip or the replacement trip, whichever is greater.

*Example: During the month, a Flight Attendant trades her 10:00 credit hour trip on June 10<sup>th</sup> for a 15:00 credit hour trip on June 7<sup>th</sup>. Crew Scheduling notifies her on June 6<sup>th</sup> that her June 7<sup>th</sup> trip is canceled. The Flight Attendant shall be paid and credited for 15:00 or the credit hours of a replacement trip, whichever is greater.*

3. A Flight Attendant who has been assigned to Time Recoverable Status in accordance with Section 8.N. shall be paid the greater of the credited hours of the original trip or the replacement trip(s).
4. A Flight Attendant who has been rescheduled or rerouted in accordance with Section 8.Q. shall be paid the greater of the credited hours of the original trip or the rescheduled/rerouted trip. Flight Attendants who are rescheduled/rerouted shall be compensated at 150% of their current hourly rate for all additional block flown.

E. Reserve Credit

1. Reserve assignments including Ready Reserve, out-of-base Reserve, Reserve day(s) picked up from Open Time, or Reserve assigned under any other provision of this Agreement, shall be credited four (4) hours per day or the credited hours of the assigned trip, whichever is greater.
2. Upon reporting for an assigned trip, a Reserve Flight Attendant shall be treated the same as a bidline holder for all purposes.
3. Notwithstanding the provisions of paragraph 2. above, a Reserve Flight Attendant may be removed from an assigned trip after reporting, and assigned to Ready Reserve status in accordance with Section 7.I. In such a case, the Flight Attendant shall be credited toward his or her monthly guarantee with the credited hours of the trip from which he or she was removed, the credited hours of the Ready Reserve period, or the credited hours of a new trip assigned during the Ready Reserve period, whichever is greater.
4. A Reserve Flight Attendant who accepts any assignment on his or her day off shall be credited in addition to the monthly guarantee for the credited hours of the assignment.
5. A Flight Attendant who is not contacted by Crew Scheduling for an assignment, or is contacted for an assignment, for which he or she is subsequently not required to report, shall receive no Reserve credit. His or her minimum guarantee shall apply.

F. Overtime Pay

When a Flight Attendant exceeds the minimum monthly guarantee of seventy-two (72) credited hours, he or she shall be compensated for each additional credited hour up to eighty-five (85) credited hours at his or her hourly rate as shown in B. above.

G. Overtime Incentive Pay

When a Flight Attendant exceeds eighty-five (85) credited hours, he or she shall be compensated for each additional credited hour at the rate of 1.5 times his or her hourly rate provided the following:

1. A Flight Attendant may not use credited Sick Bank hours for the purpose of calculating Overtime Incentive Pay.

*Example: A Flight Attendant is projected to work 95 credited hours during the month. She actually works 83 credited hours and uses banked sick hours to cover a 12 credit hour trip for which she is out sick. She will be paid for 95 credited hours at her hourly rate as shown in B. above. She is not eligible for Overtime Incentive Pay because she did not work more than 85 credited hours.*

2. A Flight Attendant may not earn Overtime Incentive Pay as a result of trading trips with another Flight Attendant or dropping trips to another Flight Attendant. In the case of such trades, all credited hours gained as a result of the trades or drops shall be credited at the Flight Attendants' hourly rate as shown in B. above.

H. Lead Pay

A Flight Attendant working the "A" position shall be paid at the rate of two dollars and twenty-five cents (\$2.25) per hour for all credited hours in the pairing.

I. Language Pay

1. A Flight Attendant working the designated language-qualified (LOD) position shall be paid the greater of actual or scheduled hours for designated LOD segments at the rate of two dollars (\$2.00) per hour.
2. If the Flight Attendant involuntarily loses all or any part of his or her awarded or assigned pairings(s) during the bid period, he or she shall be pay protected for any language pay he or she would have received.
3. A Flight Attendant working the LOD position during a bid period in which he or she has Vacation shall receive pay protection in accordance with Section 11.F.

J. Deadhead Pay

1. When a Flight Attendant is required by the Company to deadhead via flight, excluding training, the Flight Attendant shall be credited at his or her applicable rate for one hundred percent (100%) of the greater of actual or scheduled time of the deadhead flight.

2. When a Flight Attendant is required by the Company to deadhead via surface transportation, a Flight Attendant shall be credited for one (1) hour of flight time at his or her applicable rate for every two (2) hours of deadhead time based on the greater of actual or scheduled time of the deadhead. Scheduled deadhead time shall be based on AAA mileage at 43 miles per hour.

K. Ferry Flights

When the Company positions a Flight Attendant via Ferry Flight, the Flight Attendant shall be credited at his or her applicable rate for seventy-five percent (75%) of the greater of actual or scheduled time of the Ferry Flight.

L. Taxi Pay

When a Flight Attendant is required by the Company to be onboard when the aircraft is being repositioned on the ground to or from a remote location, e.g., hangar, he or she shall be credited three-tenths (.3) of one hour at his or her applicable rate toward his or her monthly guarantee for each single taxi event.

M. Ground Holding Pay

1. A Flight Attendant who is required to be onboard the aircraft on the blocks with passengers shall be paid and credited at his or her hourly rate of pay toward his or her minimum monthly guarantee for all such time. Ground holding time for pay purposes is defined as all time beginning forty-five (45) minutes after scheduled departure time or forty-five (45) minutes after scheduled arrival time at the end of a duty period.
2. A Flight Attendant who is required to remain with passengers on or off the aircraft during a non-scheduled stop at a non-Spirit station where there is no customer service assistance available, shall be paid and credited at his or her hourly rate of pay above his or her minimum monthly guarantee for all such time.

N. Extended Duty Pay

In addition to all credited flight time in a duty period, a Flight Attendant who is on duty in excess of fifteen (15) hours shall receive fifty percent (50%) of his or her applicable hourly rate for each hour on duty over fifteen (15) hours.

O. Holiday Pay

A Flight Attendant who is on Company-assigned duty on New Year's Day, July 4<sup>th</sup>, Thanksgiving Day, and Christmas Day shall receive fifty (50) dollars for the holiday in addition to all other compensation subject to the following:

1. The Flight Attendant must complete all segments of the pairing within which the holiday falls.
2. Flight Attendants reporting for Ready Reserve assignment on the holiday shall receive holiday pay.

3. Available Reserves who are not required to report for an assignment on the holiday do not qualify for Holiday Pay.

P. Training and Meeting Pay

1. A Flight Attendant shall be credited for each day of scheduled training or meeting at a rate of four (4) hours per day or trip hours missed during the training or meeting period, whichever is greater.
2. A Reserve Flight Attendant required to attend, or travel to or from training or meeting on a Reserve duty day shall be credited four (4) hours for each day of travel and/or training to be applied toward the minimum monthly guarantee.
3. A Flight Attendant required to travel to or from training or meeting on a scheduled day off shall be credited four (4) hours in addition to his or her minimum monthly guarantee.
4. A Flight Attendant assigned to training or meeting on his or her day off, shall be credited four (4) hours in addition to his or her minimum monthly guarantee.
5. A Flight Attendant shall be paid one (1) hour at his or her applicable rate for Home Study. Home Study that is not related to recurrent or requalification training shall be paid in accordance with Section 10.B.8 and shall be paid above the minimum monthly guarantee.
6. A Flight Attendant will receive four (4) hours of pay and credit above the minimum monthly guarantee for completing Home Study related to recurrent and requalification training.

Q. Requalification Pay

During Requalification Training after a leave of absence, Flight Attendants shall receive training pay at their applicable hourly rates.

R. Trip Trades and Drops

A Flight Attendant who voluntarily trades trips will be paid and credited for the trip for which he or she trades. If a trade or drop causes a Flight Attendant to drop below his or her monthly guarantee, he or she shall have his or her guarantee reduced by the number of hours the trade or drop takes him or her below guarantee.

S. Junior Assignment Pay

A Flight Attendant who is Junior Assigned shall be paid and credited at the rate of 1.5 times his or her hourly rate for the trip or pairing for which he or she is assigned in addition to his or her monthly guarantee.

T. Alcohol and Drug Testing Pay

1. A Flight Attendant shall be paid and credited at his or her applicable hourly rate in addition to guarantee, one-half (.5) hour of pay for each drug test

and one-half (.5) hour of pay for each alcohol test, or one (1) hour of pay for a combined drug/alcohol test. New-hires prior to becoming qualified and Flight Attendants receiving a confirmed positive result are not eligible for payment under this provision.

2. If a testing facility is not located on airport premises, the Company shall provide transportation to and from the testing facility.

#### U. Payroll

1. Pay periods for Flight Attendants will be the 1st through the 15th and the 16th through month-end.
  - a. The 1st through the 15th pay period will be paid on the 15th. This check will include one-half (1/2) the Flight Attendant's minimum guarantee from the current bid period plus the per diem, overtime, junior assignment pay and all other amounts above guarantee due from the prior bid period.
  - b. The 16th through the month-end pay period will be paid on the last day of the month. This check will include one-half (1/2) of the Flight Attendant's minimum guarantee from the current bid period.
2. When a designated payday falls on a Saturday or Sunday, the preceding Friday will be the payday. When a designated payday falls on a holiday, the preceding business day which is not a holiday will be the payday.
3. The Company shall provide direct deposit of a Flight Attendant's paychecks into a bank designated by the Flight Attendant. When the Flight Attendant has designated (on a form provided by the Company) a bank, he/she may not designate a change to another bank for three (3) months.
4. When a Flight Attendant's pay is short by more than fifty (\$50) dollars as a result of a Company error, which does not require interpretation of this Agreement, the Flight Attendant shall be paid via overnight mail within four (4) business days from the time at which the error is confirmed by the Crew Payroll Department to have occurred. Errors in the computation of pay involving a shortage of less than fifty (\$50) dollars shall be paid on the next check following confirmation. Confirmation will be made within four (4) business days from the time the error is brought to the Company's attention.
5. The Company shall not make any deductions from a Flight Attendant's paycheck or reversal to a direct deposit unless legally permitted to do so. The Company shall notify the Flight Attendant prior to making any deduction or reversal.

#### V. Uniform Allowance

After a Flight Attendant has completed twelve (12) months of active service, he or she shall be provided a one hundred twenty-five (\$125) dollars uniform credit on his or

her anniversary date each year. On date of ratification + twenty-four (24) months, the uniform allowance will increase to one hundred fifty (\$150) dollars.

W. Onboard Sales Commission

The commission for onboard sales will be at least four percent (4%) divided equally among the Flight Attendant crew.

X. International Pay

International Pay will be a five percent (5%) override for the credit time for flights from the forty-eight (48) contiguous United States to points outside the forty-eight (48) contiguous United States and for any flights between points outside the forty-eight (48) contiguous United States, except that the override shall not apply to Alaska, Canada, Mexico, and the island nations of the Caribbean between 15 degrees north latitude and 28 degrees north latitude, except that the nation of Cuba shall be considered international flying for purposes of the international override.

## SECTION 4 TRAVEL EXPENSES

### A. Hotel Accommodations

1. The Company shall provide comfortable, safe and adequate single occupancy lodging for Flight Attendants:
  - a. At all layover stations;
  - b. While assigned to training away from base requiring an overnight stay;
  - c. Assigned or awarded temporary duty out of base;
  - d. A Flight Attendant who is scheduled for five (5) hours block-to-block or more on the ground at any station away from base is entitled to a single occupancy hotel room; a Flight Attendant who is scheduled for four (4) hours to four hours and fifty-nine minutes (4:59) block-to-block on the ground at any station away from base is entitled to same-gender double occupancy hotel room;
  - e. Who are on delays away from base projected for five (5) hours block-to-block or more.
2. In the event that a Flight Attendant is notified by Crew Scheduling of a delay, he or she shall not be required to check out of the hotel room until one hour and thirty (1:30) minutes before the rescheduled departure time.
3. Such facilities shall meet the minimum standards as set forth in the following Hotel Minimum Standards: Such standards shall not be less favorable than other crewmembers.
  - a. Hotel Services
    - a. Free courtesy car/van transportation;
    - b. Twenty-four hour front desk operation;
    - c. Expedited check-in and checkout procedures;
    - d. Reliable message service;
    - e. Reliable wake-up service;
    - f. Suitable housekeeping services;
    - g. Available on-premises restaurant and room service and/or van service to restaurant(s);
    - h. In the absence of an open on-premises restaurant, the hotel shall ensure that breakfast items are available for Flight Attendants;
    - i. Free local and toll free calls; and
    - j. Free internet access both in room, if the hotel has the connectivity to provide such, and computers with free internet access in the business center. This access will be provided in all new hotel contracts and in the renewal of current hotel contracts.
  - b. Security

- a. Located in safe area, patrolled by police and/or private security;
  - b. Entrances to hotel limited and monitored;
  - c. Well lighted hallways;
  - d. Sprinklers and smoke detectors in guest rooms; and
  - e. Adequate security of door to guest rooms (i.e. chain lock, dead bolt, key lock and/or peephole). The Company shall not reserve first-floor rooms when avoidable.
- c. Location
  - a. Within reasonable distance from the airport; and
  - b. Safe neighborhood for walking.
- d. Rooms
  - a. Single occupancy with double, queen or king sized beds;
  - b. Clean and neat;
  - c. Adequate size;
  - d. Linen and towels changed before each occupancy;
  - e. Shower with tub; and
  - f. Rooms on the second floor or above if possible, away from traffic, parking lots, elevators and ice machines.
- e. Preferred Items
  - a. Van service to theaters and restaurants;
  - b. Discounts of 10% or more in restaurants and lounges;
  - c. Check cashing privileges of at least fifty dollars (\$50.00);
  - d. Complimentary coffee;
  - e. Complimentary holiday meals and activities;
  - f. Close proximity to historical and cultural attractions;
  - g. Complimentary toiletries;
  - h. Recreation facilities, pool, Jacuzzi, exercise room, etc.; and
  - i. Close proximity to shopping, entertainment.
- 4. It is understood that these Hotel Minimum Standards may be modified with the mutual agreement of the Company and the Union MEC.
- 5. It is the responsibility of each Flight Attendant to ensure that all hotel charges not approved by the Company (e.g. meals, personal phone calls, in-room movies, etc.) are paid prior to departure from the hotel.
- 6. If hotel rooms are not clean and available for check-in within thirty (30) minutes of arrival, a Flight Attendant may contact Crew Scheduling and request alternate accommodations. If the rooms are not available within thirty (30) minutes, the Flight Attendant will contact Crew Scheduling if his or her actual rest has been compromised to discuss adjusting his or her check-in time. If he or she is on reduced rest, the check-in time will be adjusted for the length of the wait for a hotel room, so that the Flight Attendant receives eight (8) hours of rest.

B. Transportation

1. The Company shall provide suitable and safe transportation for Flight Attendants between the airport and their place of lodging when they are away from base.
2. When transportation is not provided by the Company as stated above, or where transportation is not provided at layover stations within forty-five (45) minutes after block-in time of the flight, Flight Attendants shall be allowed actual expenses incurred for transportation between the airport and their hotel. The Company may require receipts to be submitted for any expenses for which reimbursement is made.

C. Parking

1. The Company shall insure that adequate, secure and free parking facilities are available for Flight Attendants at each base.
2. If a Flight Attendant does not require a parking decal at his or her base, the Company will, upon request, reimburse the Flight Attendant for parking at an alternate location up to the amount which would have been paid at base.

D. Per Diem

1. Effective on date of signing of this Agreement, when a Flight Attendant is away from his or her base, he or she shall receive two dollar twenty cents (\$2.20) per hour or fraction thereof beginning at check-in time and ending at release time.
2. Per Diem rate shall be increased, annually in accordance with the prevailing Consumer Price Index (CPI) rate (rounded up to the next cent) commencing on the first anniversary of the date of signing of this Agreement.
3. In the event there is no increase in the prevailing CPI rate, the Flight Attendants shall not receive an increase in per diem. Subsequent calculations of the Per Diem rate shall be calculated based upon the prevailing CPI rate and the Per Diem rate of two dollars and twenty cents (\$2.20).
4. Per Diem shall be paid for all time away from base on training assignment(s).
5. A Flight Attendant assigned to Ready Reserve shall receive Per Diem for all time he or she is on Ready Reserve duty.
6. Per Diem shall be paid for all time away from base on temporary assignment (TDY).
7. A Flight Attendant on special assignment in or out of base shall be paid either Per Diem or for all reasonable actual expenses incurred supported by receipts, whichever is greater.
8. Per Diem shall be paid at least once per bid period.
9. Notwithstanding the above, the provisions governing Flight Attendant Per Diem rates shall be no less favorable than the provisions governing pilot Per Diem rates.

## SECTION 5 UNIFORMS

### A. Flight Attendant Obligations

A Flight Attendant shall wear the uniform(s) as prescribed in Company regulations at all times while on duty or in connection with any special assignment or event where the employee is identified as a Spirit Airlines Flight Attendant. The uniform shall be worn as prescribed in the Flight Attendant Manual except for limited exceptions granted by the Inflight Department. The Flight Attendant is responsible for keeping the uniform clean, pressed, well fitted and in good repair.

### B. Required Uniform Items

1. All Flight Attendant uniforms shall include each of the following items:
  - (1) Name tag
  - (1) Pair of wings
  - (1) Apron
  - (1) Trench Coat
  - (1) Lanyard
  - (1) Sweater
2. Female Flight Attendants shall be required to have two (2) complete uniforms consisting of any combination of the following. A complete uniform set shall consist of three tops and one bottom (one belt if applicable), or one dress.
  - Tops may be long sleeve or short sleeve in dress shirt or polo option
  - Slacks
  - Skirt
  - Dress (with belt when applicable to dress style)
  - Belt for pants/skirt, unless uniform items do not require a belt
3. Male Flight Attendants shall be required to have two (2) complete uniforms consisting of any combination of the following. A complete uniform set shall consist of three tops and one bottom and one belt, if applicable.
  - Tops may be long sleeve or short sleeve in dress shirt or polo option
  - Slacks
  - Belt
4. The Company shall provide the first name tag and pair of wings. Those items may be retained by a Flight Attendant who completes six (6) months of service prior to separation. Replacement name tags and wings due to normal wear shall be at the expense of the Company.
5. Flight Attendants may affix their identification badge to their uniforms and not use a lanyard.

### C. Optional Uniform Items

1. The following optional uniform items shall be available for purchase by the Flight Attendant. Additional optional uniform items may also be prescribed in the Flight Attendant Manual.
  - a. Female:
    - Sweater Vest
  - b. Male:
    - Sweater Vest
  
- D. Flight Attendants shall be permitted to wear the official Union pin on a place visible on all Flight Attendant uniforms. The Company reserves the right to designate the location, on an outer garment, where the official Union pin may be worn.
  
- E. Maternity Uniforms

The Company shall make available for purchase by the Flight Attendant an approved maternity uniform. Flight Attendants may also purchase their own maternity pieces, subject to Company approval.
  
- F. Luggage

The Flight Attendant shall provide his or her own inflight bag, suitcase and garment bag. All luggage items shall be black in color and must comply with size limitations. A Flight Attendant is responsible for keeping his or her luggage clean and in good repair.
  
- G. Payment for Uniforms
  1. The Flight Attendant shall purchase the initial uniform during initial training by using any combination of credit card, personal check or payroll deductions. The maximum deduction from each paycheck shall be twenty-five dollars (\$25.00) except in the case of a final payment upon resignation or termination.
  2. The Company will provide at no cost to the Flight Attendant any required special inflight attire.
  3. Any part of the uniform or luggage damaged or lost while on duty (except when due to the Flight Attendant's negligence or misuse) shall be repaired or replaced by the Company with proper verification from the Flight Attendant Manager or designee.
  
- H. Uniform Allowances
  1. The Flight Attendant shall receive his or her uniform credit per Section 3.V. simultaneously with his or her longevity pay increase. The uniform credit must be used prior to the Flight Attendant's next longevity pay increase ("use it or lose it") each year.

2. All uniform credits may be applied toward the Flight Attendant's choice of uniform pieces, and shall not be restricted to required items.
3. Uniform credits may be used at the Company-endorsed online store to purchase items which the Company indicates may be worn with the Flight Attendant uniform while on duty if the online vendor has the capability to process the uniform credits.

I. Uniform Changes

1. In the case of a major change to the uniform style, the Company shall replace required uniform items affected by the change in accordance with B, above, and provide two (2) complete uniform sets, as defined in B.2.-3., at no cost to the Flight Attendant. A major change to the uniform style will be deemed to include a change in the color of a required uniform item.
2. In the case of a major change to the uniform style, Flight Attendants on the property at the time the initial orders are placed will be given a one-time additional uniform credit of one hundred twenty-five (\$125) dollars to be used at the time of the initial order for the purchase of additional uniform items.

J. Furlough

A Flight Attendant notified of furlough who is making payments for a uniform by payroll deduction and who declines an offer of alternative employment with the Company, shall have payroll deducted uniform payments suspended. Payroll deductions shall resume upon recall to active service.

K. Obligations Upon Separation from the Company

Upon separation, any balance owed will be deducted from the Flight Attendant's final paycheck and the uniform will become the property of the Flight Attendant. If the Flight Attendant's final paycheck is insufficient to cover the amount due, the residual balance will immediately become due and payable. The Company will substantiate uniform charges with documentation.

- L. The Company agrees to provide the Union with proof from the uniform vendor of compliance with 16 CFR Part 1610, Standard for Flammability of Clothing Textiles.

## SECTION 6 SENIORITY AND PROBATION

### A. Seniority Accruals

1. Company Date of Hire shall be defined as the original date of hire in any capacity as an employee. Company Date of Hire determines travel benefits, all other benefits, 401(k) vesting and vacation accrual as provided in Sections 11 and 18 of the Agreement. Flight Attendant Date of Hire shall determine Flight Attendant seniority which governs monthly schedule and vacation bidding and other provisions as provided for in this Agreement.
2. Upon assignment to the line, a newly employed Flight Attendant shall have his or her bidding seniority date adjusted to the date of entering Flight Attendant training. When Flight Attendants have equal seniority, their relative seniority shall be determined on the basis of their length of employment with the Company, or if the length of their Company employment is equal, then their seniority listing shall be determined on the basis of the last four (4) digits of the Flight Attendant's social security number, with the Flight Attendant with the lower last four (4) digits being the more senior. Bidding seniority shall govern Flight Attendants in connection with retention in case of furlough, recall, preference in assignment of bases, preference of assignment to monthly schedules and charters, any other operational situation wherein Flight Attendant preference would be a factor, and as otherwise determined in this Agreement.

### B. Longevity

As of date of signing of this Agreement, longevity shall begin to accrue from the date of graduation from initial Flight Attendant training and shall continue to accrue during employment as a Flight Attendant as long as the Flight Attendant is actively working in the classification, or as provided in this Agreement.

### C. System Seniority Lists

1. System seniority lists shall be prepared in seniority order by the Company. The lists shall be posted electronically for review by the Flight Attendant workforce by January 10<sup>th</sup> and July 10<sup>th</sup> each year. The list shall be emailed to the LEC and MEC Presidents.
2. Seniority lists shall contain the following information:
  - a. Employee name;
  - b. Employee number;
  - c. Base;
  - d. Company Date of Hire;
  - e. Flight Attendant Date of Hire;
  - f. Flight Attendant longevity; and
  - g. Status (active, inactive, management, instructor, transfer).
3. Seniority lists shall be open to protest for a period of thirty (30) days from date of

posting, but if the seniority date on a list is not protested within the prescribed time limit after the initial appearance of a name on a list, such date shall stand as correct and official on all subsequent lists. Any employee on leave, on special assignment, on furlough, on vacation, or on sick or injured absence at the time of posting shall have a period of thirty (30) days from the date of his or her return to service to file a protest.

4. The Company shall thereafter post any revisions in the list, and any adjustment or failure to make an adjustment with which an employee or the Union may be dissatisfied shall be handled as a grievance. If unsatisfactorily resolved, the affected Flight Attendant may file a grievance in accordance with the provisions of Section 22 of this Agreement.
5. Any employee on leave, on special assignment, on furlough, on vacation, or on sick or injured absence at the time of posting such revisions shall have a period of thirty (30) days from the date of his or her return to service to file such protest. If unsatisfactorily resolved, the affected Flight Attendant may file a grievance in accordance with the provisions of Section 22 of this Agreement.
6. The Company will publish monthly base seniority lists to facilitate bidding at each base.

Regardless of other provisions of this Agreement to the contrary, when the Company and the Union mutually agree that a seniority list should be changed to comply with the provisions of this Agreement, or when it has been established through the grievance procedure that a list should be changed, such change will be posted currently. It is understood that any resulting adjustment in the list shall not create any liability to the Company or the Union.

#### D. Retention of Seniority While Serving in Inflight Department

Any employee given temporary special assignment of fewer than ninety (90) days shall retain and continue to accrue Flight Attendant seniority and longevity and shall have the option to return to a Flight Attendant position covered under this Agreement.

1. Employees accepting promotions to supervisory positions within the Inflight Department from a Flight Attendant position will retain and will continue to accrue bidding seniority and longevity for a period of one (1) year while in that position.
2. Employees accepting promotions to management-level (manager/director or above) positions, from a Flight Attendant position, will continue to accrue and retain seniority for a period of one (1) year while in that position. After one (1) year, they will be removed from the Seniority List. An employee promoted per D.1 above, who is subsequently promoted to a management-level position will be able to accrue and retain seniority for a maximum of one (1) additional year before being removed from the Seniority List.
3. Employees accepting positions in Training within the Inflight Department with duties directly associated with training Flight Attendants, will retain accrued Flight Attendant seniority and longevity and will continue to accrue seniority and longevity for a period equal to their accrued Flight Attendant seniority and

longevity prior to transfer to Training.

Example: A Flight Attendant with four (4) years of seniority and longevity who becomes an Instructor will accrue seniority and longevity for an additional four (4) years while working as an Instructor. After four (4) years, if the Flight Attendant continues to work as an Instructor, the Flight Attendant will retain his/her seniority and longevity (which will be eight (8) years at that point) but will not accrue additional seniority or longevity.

4. Employees in management level positions as of the date of signing of this Agreement who have a minimum of one (1) year of Flight Attendant seniority will continue to retain Flight Attendant seniority and longevity.

E. Transfers Out of Inflight Department

Employees transferring from the Inflight Department to another department at their own request will forfeit all inflight seniority and longevity and be removed from the Seniority List.

F. Removal from Seniority List

Any employee who resigns, dies or who is dismissed from the service of the Company for just cause shall forfeit all previously accrued seniority, and the employee's name will be removed from the seniority list(s). Failure to return from a leave or furlough or in accordance with Paragraph E. of this Agreement will result in removal from seniority list(s).

G. Return to Active Duty

Upon return from a position described in Paragraph D. above, an employee shall be permitted to return to fill any existing vacancy at any base, or may return to the base held prior to such assignment provided that no Flight Attendant is displaced as a result of this preference.

H. Probation

Flight Attendants shall be on probation during their first one hundred eighty (180) days of active service with the Company as a Flight Attendant. Nothing in this Agreement shall be construed to prevent the Company from releasing a Flight Attendant during the probationary period regardless of her or his position on the system seniority list. If a probationary Flight Attendant, starting from the date the Flight Attendant is assigned to the line, is absent sixteen (16) days or more during a thirty (30) day increment period, the Flight Attendant will be required to serve an additional thirty (30) day period. After returning from this absence, the Flight Attendant will be notified in writing of the extended probationary period. Active service shall include days off, vacation and special assignment and shall not be counted as absences for purposes of determining absence during any block of thirty (30) days. There will be no disciplinary grievances filed for Flight Attendants on probation.

## SECTION 7 HOURS OF SERVICE

### A. Rest Periods

#### 1. In Base

##### a. Scheduled Rest

All pairings will be scheduled with at least ten (10) hours of rest between duty periods in base.

##### b. Actual Rest

A Flight Attendant will receive no less than nine (9) hours rest from check out time until the next check-in time.

#### 2. Away from Base

##### a. Scheduled Rest

a. The Company will not schedule an overnight rest away from base with less than:

i. Nine (9) hours from check-out to check-in if a trip is scheduled for less than eight (8) hours flight time in twenty-four (24) consecutive hours preceding its scheduled completion.

ii. Ten (10) hours from check-out to check-in if a trip is scheduled for eight (8) hours or more but less than nine (9) hours flight time in twenty-four (24) consecutive hours preceding its scheduled completion.

iii. Eleven (11) hours from check-out to check-in if a trip is scheduled for nine (9) hours or more flight time in twenty-four (24) consecutive hours preceding its scheduled completion.

b. The Company may reduce a scheduled rest under the following conditions during irregular operations:

i. The nine (9) consecutive hours of rest required above may be reduced to a minimum of eight (8) hours if the Flight Attendant is given a rest period of at least ten (10) hours that must begin no later than twenty-four (24) hours after the commencement of the reduced rest period.

ii. The ten (10) consecutive hours of rest required above may be reduced to a minimum of eight (8) hours if the Flight Attendant is given a rest period of at least eleven (11)

hours that must begin no later than twenty-four (24) hours after the commencement of the reduced rest period.

- iii. The eleven (11) consecutive hours of rest required above may be reduced to a minimum of nine (9) hours if the Flight Attendant is given a rest period of at least twelve (12) hours that must begin no later than twenty-four (24) hours after the commencement of the reduced rest period.

Scheduled Flight Time During any 24 Hour Period	Minimum Hours of Rest		
	<i>Normal</i>	<i>Actual</i>	<i>Compensatory</i>
Less than 8	9	8	10
8:00 – 8:59	10	8	11
9:00 or greater	11	9	12

b. Actual Rest

A Flight Attendant will receive no fewer than eight (8) hours rest from check out to check in between duty periods.

3. Consecutive Days on Duty

- a. A Flight Attendant shall be scheduled for no more than six (6) consecutive calendar days on duty without a calendar day free from duty. The one (1) calendar day in the seven (7) day period must be in the Flight Attendant’s base. Deviations from this constraint may be made only with the Flight Attendant’s concurrence and without duress.
- b. Notwithstanding the provisions in paragraph 3.a. above, a Flight Attendant assigned to Temporary Duty (TDY) who requires one (1) calendar day free from duty shall take the calendar day off in his or her temporary base.
- c. Notwithstanding the provisions in paragraphs 3.a. and 3.b. above, a Flight Attendant may opt to take a regulatory twenty-four hour (24) rest period in or out of base in lieu of the contractually required calendar day in base.

4. Time spent in transportation, not local in character, that the Company requires of a Flight Attendant is not considered part of a rest period.

5. Rules pertaining to international service shall be no less favorable than those rules implemented for pilots.

B. On-Duty Limitations

1. Scheduled On-Duty

- a. A Flight Attendant will not be scheduled or re-scheduled to remain on duty for more than fourteen (14) hours. A scheduling or re-scheduling complies with this provision if it is scheduled to terminate within fourteen (14) hours of the Flight Attendant's check-in time and it is consistent with Section 8.
- b. A Flight Attendant is not considered to be scheduled for duty in excess of duty period limitations if the flights to which he or she is assigned are scheduled and normally terminate within the limitations, but due to circumstances beyond the control of the air carrier (e.g., adverse weather conditions, maintenance, ATC delays), are not at the time of departure expected to reach the destination within the scheduled time.

2. Actual On-Duty

- a. A Flight Attendant will not be required to remain on duty in excess of sixteen (16) hours.
- b. Notwithstanding the provisions in paragraph 2.a. above, a Flight Attendant may agree to remain on duty in excess of sixteen (16) hours and shall receive additional compensation in accordance with Section 3.

3. Duty Period

- a. A Flight Attendant's duty period in domicile shall commence one (1) hour prior to scheduled departure at the airport or designated location and shall end thirty (30) minutes after block-in of the flight, or when actually released from all duty, whichever is later. If the duty period is extended, the "A" Flight Attendant will notify Crew Scheduling of the actual release time. Flight Attendants should be on the aircraft at base, ready to commence the boarding process no less than fifty (50) minutes prior to departure.
- b. A Flight Attendant is on duty until thirty (30) minutes after release from a trip assignment, deadheading, ferrying, and during all time involved when being tested for drug or alcohol use, and while in training.
- c. Check-in times for trips away from base shall commence fifty (50) minutes before flight time, with Flight Attendants on the aircraft, prepared to commence the boarding process at forty-five (45) minutes. However, a check-in time away from base may be reduced to thirty (30) minutes due to irregular operations for the purpose of ensuring minimum rest. If the check-in time for a trip has been delayed by more than sixty (60)

minutes, transportation from the hotel to the airport will be adjusted accordingly.

- d. For purposes of rest, any scheduled time in excess of one (1) hour to or from a hotel shall be considered part of the Flight Attendant's actual duty period.

### C. Flight Time Limitations

1. Pairings shall not contain more than nine (9) scheduled block hours per duty period.
2. Notwithstanding the provisions of C.1. above, pairings may contain greater than nine (9) scheduled block hours per duty period provided that the pairing contains only one (1) scheduled duty period and no greater than two (2) scheduled segments.
3. A Flight Attendant may be scheduled for up to thirty-three (33) block hours in seven (7) days. However, he or she may voluntarily schedule themselves in excess of thirty-three (33) hours by trading or picking up a trip(s).
4. A duty period shall contain no more than two (2) scheduled segments if any segment or portion thereof operates during the hours of 0100 and 0500. A third segment may be scheduled if it meets all the following criteria:
  1. the last segment of the trip;
  2. a deadhead in a passenger seat to domicile; and
  3. scheduled to depart within two and one half (2:30) hours of arrival of the second segment.

*Example: The first scheduled segment of a pairing departs DTW at 2145 (EST) and arrives LAS at 2300 (PST). This segment does not operate during the hours of 0100 and 0500. However, the next segment departs LAS at 0020 (PST) and arrives DTW at 0700 (EST). A portion of this segment operates during the hours of 0100 and 0500 LT, thus the pairing may only contain two (2) scheduled segments, unless the last segment is a deadhead to domicile.*

5. A Flight Attendant may be scheduled for up to eighty-eight (88) credit hours per bid period. However, a Flight Attendant may voluntarily schedule her/himself up to one hundred ten (110) block hours by trading or picking up trip(s) as long as there are no Flight Attendants who are involuntarily furloughed. However, when operationally necessary, the Company may schedule a regular lineholder for up to ninety-five (95) credit hours for not more than two (2) bid periods per calendar year.
6. On a quarterly basis, the Company and the Scheduling Committee will review block-to-block times and revise scheduled block-to-block times if necessary.

D. Days Off

1. A day off is a calendar day from 0001L to 2400L in base free from all duty with the Company.
2. Regular Flight Attendants and Relief lineholders shall be scheduled for at least thirteen (13) days off in base in any bid period.
3. Reserves shall be scheduled for at least twelve (12) days off in base in any bid period.
4. For the purpose of determining days off, if a flight is scheduled to terminate before 2400, and actually terminates before 0200, it will be considered to have terminated in the prior calendar day.
5. For the purpose of determining days off, if a flight is scheduled to terminate before 2400, and actually terminates after 0200 the Flight Attendant may designate when the lost day off shall be restored during the bid period subject to critical day considerations. The Flight Attendant shall receive pay and credit protection for the trip dropped due to day-off restoration. He or she may be subject to Time Recoverable provisions of Section 8.N.

E. Deadheading

1. Deadheading is duty time.
2. Seats for deadhead Flight Attendants shall be reserved on a positive space, must-ride basis and the locator number including locator numbers for pre-planned deadheads on other carriers, shall be made electronically available to the Flight Attendant at least three (3) full calendar days prior to, and up to the departure time of the deadhead flight. "Electronically available" shall mean that record locators will be posted on a remotely accessible online system (currently FLiCA), and the Flight Attendants may not be charged a fee for accessing their record locator numbers in the online system.
3. A Flight Attendant shall not be required to deadhead on the jumpseat except in cases when all seats are reserved and occupied by revenue passengers; however, no Flight Attendant shall be required to deadhead in the jumpseat on a flight that is scheduled to exceed four (4) hours or on a third segment added pursuant to paragraph C.4., above.
4. When a Flight Attendant is deadheading on other carriers, he or she shall be provided the first available flight following the completion of his or her assignment subject to economic considerations. A Flight Attendant scheduled to deadhead will be given her/his record locator number as soon as practicable.
5. In the event of a co-terminal, the deadhead time between the two airports shall be duty time.
6. The Company shall utilize the services of FAR Part 121 air carriers, or Company-operated aircraft for all deadhead segments. Part 135 carriers may

be used in emergency situations in order to remove a crew from a potentially unsafe situation.

7. Alternate Deadhead

- a. When the first scheduled segment of a trip is a deadhead to duty, a Flight Attendant may request to utilize transportation from an alternate location to the duty point. Such transportation may not be more costly than the transportation originally arranged.
- b. When the last scheduled segment of a trip is a deadhead, a Flight Attendant may request to be released from duty prior to the scheduled deadhead. Unless Crew Scheduling has a specific flight assignment to give the Flight Attendant at the time he or she arrives at the deadhead point, such request will be granted. If a Flight Attendant is given specific travel arrangements by Crew Scheduling at that time, the Flight Attendant may not deviate from this plan.
- c. When the scheduled deadhead segment is to or from training, a Flight Attendant may request to utilize transportation to or from an alternate location. Such request shall be granted provided it does not interfere with a previously scheduled assignment. Such transportation may not be more costly than the transportation originally arranged.
- d. A Flight Attendant who is authorized alternate transportation as stated above shall receive the pay and credit for the deadhead for which he or she was originally scheduled.
- e. A Flight Attendant may waive non-FAR duty and rest provisions in order to accomplish his or her requested deadhead to or from duty.

8. Surface Deadhead

- a. All surface transportation must be safe, clean and heated or air conditioned as the climate dictates. All transportation shall be fully insured for collision and liability insurance.
- b. A Flight Attendant shall never be required to operate surface transportation unless mutually agreed upon.
- c. A Flight Attendant shall not be required to share surface transportation with passengers.

F. Co-Terminals

In areas served by more than one airport, establishment of co-terminal operations may be appropriate. The Company shall notify the Union if it wishes to designate a base as a co-terminal. The rules and compensation for Flight Attendants in a co-terminal operation will be negotiated between the parties. Provisions of the Agreement shall be effective the date of the start of the co-terminal operation.

G. Notification

1. A Flight Attendant shall provide to Crew Resources up to two (2) permanent contact numbers (e.g., home, cellular or pager number). It is the Flight Attendant's responsibility to immediately notify Crew Resources of any changes to his or her listed contact numbers. A Flight Attendant may also provide to Crew Scheduling a temporary contact number provided that the Flight Attendant indicates the period of time within which the temporary number will be in effect.
2. It is the Flight Attendant's responsibility to ensure that cellular telephones and pagers are operational at all times while he or she is required to be available.
3. When a Flight Attendant's flight is delayed by more than ninety (90) minutes or cancelled due to crew rest or mechanical reasons, and he or she can be contacted with positive contact at his or her home/cell phone or hotel of the rescheduled check-in time, the Flight Attendant's duty period shall commence at the rescheduled check-in time.
  - a. Such notification shall only be required of Crew Scheduling when there is a delay for a period equal to or greater than ninety (90) minutes (or a cancellation) due to crew rest or mechanical reasons with reasonable time to make positive contact with the Flight Attendant as provided above.
  - b. Down-Line Delays
    - a. Crew Scheduling must make positive contact with at least one (1) of the listed working Flight Attendants. When positive contact has been made with the first Flight Attendant, that Flight Attendant will make a good faith effort to contact his or her fellow Flight Attendants working the flight, and will report back to Crew Scheduling those Flight Attendants with whom positive contact has not been made; and
    - b. If Crew Scheduling is made aware of such delay after the scheduled hotel transportation departure, Crew Scheduling should make a good faith attempt to contact at least one (1) of the listed working Flight Attendants (i.e., if one of the listed flight attendants has a cell phone number listed with Crew Scheduling), but if no positive contact is made, Crew Scheduling has fulfilled its obligation.
  - c. Irregular Operations – Should the Company experience extreme irregular operations due to ATC qualified weather delays (regardless of season), every attempt will be made to contact as many crewmembers as possible, but positive contact language will not apply.
  - d. Notification Failure – A Flight Attendant who checks-in as scheduled and who believes that the Company failed to make the required attempt to notify him or her of a delay shall notify Crew Scheduling of the incident by filing a CRF as soon as practicable. Then, if Crew Scheduling failed to

attempt to make positive contact with the Flight Attendant within the guidelines outline above, the Flight Attendant will receive two (2) hours of straight-time pay, above guarantee, equivalent to the affected Flight Attendant's current hourly rate. For all other purposes, the Flight Attendant's duty period shall commence at the rescheduled check-in time.

4. The Company may not contact a Flight Attendant between the hours of 2000 LT and 0800 LT or during any rest period of less than 12 hours for purposes of advising him or her of a scheduling or rescheduling change or any other assignment except during the first or last hour of the rest. The Company may contact a Flight Attendant at any time during such rest for a family emergency.
5. Flight Attendants who are unable to report for duty shall notify Crew Scheduling at least two (2) hours prior to scheduled check-in time or reserve period.

#### H. Legalities

The Company will not schedule any Flight Attendant, nor will a Flight Attendant accept duty or assignment if that duty or assignment falls within any required rest period. If there is a question regarding legality, the Flight Attendant must discuss the issue with the Manager or Supervisor on duty in Crew Scheduling. A Flight Attendant may not refuse any trip for which he or she is determined legal.

#### I. Late Check-In

A Flight Attendant who has not reported by the designated check-in time but who subsequently reports prior to departure will be allowed to take his or her trip, provided there will be no delay of the trip as a result of the late check-in. The Company may utilize a late Flight Attendant regardless of arrival time. A Reserve who has reported to the airport and who is not subsequently utilized on his or her previously assigned trip shall be assigned to Ready Reserve duty.

## SECTION 8 SCHEDULING

### A. Union Scheduling Committee

1. The Union and Company representatives shall meet monthly on pre-scheduled dates. The Union Scheduling Committee Chairperson or his or her designee attending monthly pre-scheduled meetings and/or Company requested meetings that result in missed trips shall receive credit for such trips up to a maximum of twelve (12) credit hours per month.
2. The Union Scheduling Committee member, upon reasonable notice, shall have access to Scheduling Department records in order to evaluate compliance by the Company with this Agreement. The Company shall provide the Union Scheduling Committee with electronic, real time remote access to all scheduling related transactions governed by this Agreement, including the Electronic Trade Board. Remote access may be denied to an individual Union Scheduling Committee member upon notice to the MEC President in writing, including the reason(s) therefore. In addition, the Union Scheduling Committee Chairperson shall not be denied access to the Scheduling Department except during periods of irregular operations.
3. The Union Scheduling Committee and Crew Resources shall work together during the pairing and line construction process, and will confer on other occasions to discuss scheduling problems and improvements. The Union Scheduling Committee shall have access to planning and marketing data used in the pairing construction process.
4. Crew Scheduling related transactions governed by this Agreement shall be recorded and preserved for ninety (90) days. In the event a question or dispute arises relative to such data, the MEC Chairperson or his or her designee shall be provided with the opportunity to review such data, and upon request be provided with copies. Transactions in question will be preserved for ninety (90) days from date of request.
5. The Company and the Union Scheduling Committee shall review the monthly bid package prior to its publication and will confer on other occasions to discuss scheduling problems and improvements.

### B. Monthly Bid Package

1. There will be twelve (12) consistent bid periods per year.
2. Each bid package shall contain, at a minimum, the following information in electronic form:
  - a. All Regular and Reserve bid lines at each base shall include the following information:
    - a. Trip numbers;
    - b. Flight numbers and frequency;

- c. All scheduled stops by station;
  - d. Departure and arrival times;
  - e. Intermediate stop block-to-block times;
  - f. Total block-to-block times;
  - g. Daily duty period;
  - h. Layover station and off-duty time;
  - i. Total time away from base;
  - j. Total credited time;
  - k. LOD positions; and
  - l. Names and telephone numbers of hotel and transportation company.
- b. Calendar of due dates and times for bids, awards and other bid period events, including, transition days, holidays, training, critical days, meetings and pay days.
  - c. Awarded vacation and training.
  - d. General Information.
  - e. Bid eligibility list including "non-bidders".
  - f. Base vacancies and TDY positions.

C. Bid Eligibility

1. A Flight Attendant is eligible to bid a line in his or her base or temporary assignment if he or she is qualified under the rules of the FAA, is listed on the Flight Attendant System Seniority List and is anticipated by the close of the bids to be on active status by the fifth (5<sup>th</sup>) of the following month.
2. A Flight Attendant returning from a medical leave of absence who is eligible to bid in accordance with paragraph C.1. above, must provide medical certification by the close of the bids indicating a return to active status by the fifth (5<sup>th</sup>) of the following month.
3. A Flight Attendant who provides medical certification by the close of the bids indicating a return to active status after the fifth (5<sup>th</sup>) of the following month, or a Flight Attendant returning from a leave of any kind anticipated by the close of the bids to return to active status after the fifth (5<sup>th</sup>) of the following month, shall be provided the following options:
  - a. If the Flight Attendant's seniority would have allowed him or her to hold a bidline, he or she may submit multiple requests for Open Time trips during the SAP in accordance with paragraph K.1. below to meet his or her pro-rated guarantee. If he or she fails to submit requests for Open Time trips, or requests an insufficient number of Open Time trips, Crew Scheduling may assign trips, up to the minimum monthly pro-rated guarantee.

- b. The Flight Attendant may bid a Reserve line and may indicate a request for a Relief line.
- 4. A Flight Attendant returning from a leave of any kind who indicates after the close of the bids that he or she anticipates returning to active status the following month shall be placed on Reserve.
- 5. Management, training and check Flight Attendants shall not bid a line of flying when working in those positions.
- 6. A new hire Flight Attendant who has completed his or her I.O.E. shall be assigned to a Reserve line if he or she becomes qualified after the close of the bid awards.

D. Pairing Construction

- 1. All known flying shall be constructed into pairings.
- 2. Pairings shall not contain more than nine (9) scheduled block hours per duty period.
- 3. Notwithstanding the provisions of D.2. above, pairings may contain greater than nine (9) scheduled block hours per duty period provided the pairing contains only one (1) duty period and no greater than two (2) scheduled segments.
- 4. Pairings shall not be built to exceed five (5) days in length.
- 5. Pairings shall be built to begin and end at the same airport.
- 6. Pairings shall not contain more than six (6) segments per duty period.
- 7. The Company shall attempt to minimize excessive ground times.
- 8. The Company shall attempt to minimize the number of scheduled aircraft changes within a duty period.
- 9. A duty period shall contain no more than two (2) scheduled segments if 1) any segment or portion thereof operates during the hours of 0100 LT and 0500 LT; or 2) if a duty period contains flight segments that operate both before and after the hours of 0100 LT and 0500 LT.
  - a. However, a third segment may be scheduled if it meets all of the following criteria:
    - a. the last segment of the trip;
    - b. it is a deadhead in a passenger seat to domicile; and
    - c. it is scheduled to depart within two and a half (2:30) hours of arrival of the second segment.
  - b. If an operational delay causes the third deadhead segment to depart later than four hours (4:00) after the arrival of the second segment, the Flight Attendant may request and will receive a hotel room, be put into legal rest

and deadhead back to domicile following the legal rest. Once a Flight Attendant has been provided a hotel room, and placed into legal rest under this provision, a Flight Attendant may not exercise Section 7.E.7.b (Alternate Deadhead) on the deadhead back to domicile.

- c. Under no circumstance will the Flight Attendant be required to work the third deadhead segment, unless the Flight Attendant agrees. If the Flight Attendant agrees to work the segment, he or she will receive two hundred percent (200%) of his or her hourly rate for the duty period.

**Example:** The first scheduled segment of a pairing departs DTW at 2145 (EST) and arrives LAS at 2300 (PST). This segment does not operate during the hours of 0100 LT and 0500 LT. However, the next segment departs LAS at 0020 (PST) and arrives DTW at 0700 (EST). A portion of this segment operates during the hours of 0100 LT and 0500 LT, thus the pairing may only contain two (2) scheduled segments. A third segment may be added only if it is a deadhead to domicile and complies with D.9.a. above.

**Example:** The first scheduled segment of a pairing departs MYR at 2200 (EST) and arrives BOS at 2359 (EST). This segment does not operate during the hours of 0100 LT and 0500 LT. However, the next segment departs BOS at 0530 (EST) and arrives FLL at 0900 (EST). Flight segments operate on either side of 0100 LT and 0500 LT, thus the pairing may only contain two (2) scheduled segments even though the flight did not operate during the hours of 0100 LT and 0500 LT. A third segment may be added only if it is a deadhead to domicile and complies with D.9.a. above.

10. Language Qualified positions will be built into separate pairings. The Company shall make every reasonable effort to maximize the number of LOD segments within all LOD pairings.
11. Pairings shall reflect all block and credit time.

#### E. Bidline Construction

##### 1. Types of Bidlines

###### a. Regular Bidlines

Regular bidlines shall be published in the monthly bid package and shall be composed of pairings, days off and may contain training events. These bidlines will not be constructed with Reserve days.

- a. Regular bidlines shall contain a minimum of thirteen (13) days off. All days off shall be immovable except for the purpose of training assignments. The Company shall make every reasonable effort to schedule a minimum average of fourteen (14) days off at each base.

- b. Regular bidlines may be constructed to a maximum of eighty-eight (88) credit hours. However, when operationally necessary, the Company may construct bidlines containing up to ninety-five (95) credit hours for not more than two (2) bid periods per calendar year.
- c. Crew Resources may elect to publish Regular bidlines below the seventy-two (72) hour guarantee, however, the bidline recipient shall receive the bid period guarantee. Any trip picked up by the Flight Attendant will be paid and credited over guarantee.
- d. All known flying will be built into pairings. The Company will construct as many Regular lines as practicable, taking into consideration the recommendations of the Union Scheduling Committee.
- e. The Company shall make every reasonable effort to build language-qualified positions into pure language lines.
- f. The Company shall make every reasonable effort to build some bidline(s) with all weekends off.
- g. The Company shall first construct bidlines in patterns, taking into consideration the recommendations of the Union Scheduling Committee, Flight Attendant utilization, and operating economies.
- h. No more than thirty-three (33) block hours will be constructed within seven (7) consecutive days.
- i. The Company shall first construct lines containing Stand-up pairings only, then lines containing Stand-up pairings so that those pairings will be pure within a block of consecutive duty days subject to paragraph E.2. below.

b. Relief Lines

Relief lines shall be initially constructed with no scheduled activity or designated days off and placed into the bid package for bid. There will be no Reserve days in Relief lines.

- a. A Flight Attendant shall bid for a Relief line on his or her monthly bid or bid Reserve and indicate a preference for a Relief line. Relief lines will be awarded first to those bidding for a Relief line. After SAP, if sufficient lines are available, those Flight Attendants preferencing a Relief line shall be awarded a Relief line in seniority order.
- b. Trips will be placed into Relief lines constructed from remaining Open Time at that base after the closing of the SAP as referenced in paragraph K of this section.

- c. Relief lines shall contain a minimum of thirteen (13) days off.
- d. A Flight Attendant bidding a Relief line may request specific blocks of days off to be awarded in seniority order. The Company shall honor, to the extent possible, the Flight Attendant's request for days off.

c. Reserve Lines

- a. Reserve lines shall contain no more than six (6) consecutive days of availability, and planned days off arranged in a pattern for the month. There shall be no trips reflected on Reserve lines.
- b. Reserve lines shall contain a minimum of twelve (12) days off. Movable and immovable days off shall be scheduled in accordance with Section 9.A.
- c. All Reserve lines shall contain designated Reserve availability shifts in accordance with Section 9.C.
- d. All Reserve Flight Attendants shall be subject to Ready Reserve assignment in accordance with Section 9.F.
- e. Notwithstanding the provisions of paragraph E.1.c.iv. above, twenty percent (20%) of all Reserve Flight Attendants in a base of greater than one-hundred (100) Flight Attendants shall be exempt from Ready Reserve assignment during each monthly bid period. Ten percent (10%) of all Reserve Flight Attendants in a base of less than one-hundred (100) Flight Attendants shall be exempt from Ready Reserve assignment during each monthly bid period. A Flight Attendant shall indicate a preference for exemption on his or her monthly bid. Exemptions shall be awarded in seniority order.

2. Stand-up Pairings

A Stand-up is a pairing containing one (1) continuous duty period with an intervening rest period greater than five (5) hours block-in to block-out but less than the required minimum rest period.

- a. The Company shall first construct lines containing Stand-up pairings only, then lines containing Stand-up pairings so that those pairings will be pure within a block of consecutive duty days.
- b. Bidlines will be constructed with no more than three (3) stand-up trips in a row.
- c. Pairings will be constructed with no more than four (4) segments, with no more than two (2) segments on the return flight.
- d. A single hotel room, per person, will be provided.

- e. Bidlines will be constructed with Stand-up pairings in patterns within consecutive duty days.

### 3. Critical Days

The Company may designate up to twelve (12) days per year as “Critical Days”. On Critical Days, the Company may decline to drop pairings or Reserve days into Open Time due to staffing concerns. These days shall be published monthly at least three (3) days prior to the close of bids for the following month (e.g. published in February, prior to the close of bids for March).

## F. Bidding and Awarding Procedures

### 1. Bidding Procedure

Bidding will be accomplished electronically.

- a. Bids must be submitted prior to the published deadline. There will be no financial cost to the Flight Attendant for access to any Spirit bidding system.
- b. Bids must provide all essential information, i.e., name, employee number, base, bidding number, position and bid choices.
- c. In addition, any special information such as Buddy Bid, LOD, Ready Reserve, or Relief Line preference must be indicated.
- d. If the electronic system is not functioning, Crew Resources will provide working fax numbers and e-mail addresses which may be used for submitting bids.
- e. A Flight Attendant who does not bid or bids insufficient choices or who submits an incomplete bid form will be assigned the lowest numerical line after all other Flight Attendants have been awarded bidlines.
- f. Monthly schedules shall be awarded to all eligible Flight Attendants holding permanent and TDY positions in the base in system seniority order.
- g. All TDY positions will be posted in the bid packet for bid system-wide. Flight Attendants will be awarded TDY positions based on system seniority. TDY positions made known after the publishing of the bid package will be posted in a special bid.
- h. If a Flight Attendant is out of the country or at a remote location on vacation or emergency leave where no computer/internet access is available, he/she may contact Crew Planning by telephone so that a Crew Planner may submit a bid on her/his behalf.

### 2. Awarding Procedure

The Company shall post Initial Bid Awards electronically. Initial Bid Awards will be emailed to a Flight Attendant's personal e-mail account if she/he has provided it to the Company.

- a. If a Flight Attendant believes that his or her Initial Bid Award is in error, he or she may contest the award within twenty-four (24) hours after the posting of the Initial Bid Award. Corrections will be made if required. The outcome of the dispute will be communicated to all Flight Attendants affected as well as the MEC Scheduling Chairperson. The communication will include the specific reason the dispute was granted or denied.
- b. All Initial and Final Bid Awards will be forwarded electronically to the designated Union representatives upon request.

### 3. Buddy Bidding Procedures

- a. Flight Attendants may identify up to two (2) Flight Attendants with whom they desire to buddy bid.
- b. The most senior Flight Attendant must activate and submit the monthly bid, which can only be done once all Flight Attendants have set up their individual Buddy Bid Lists. The junior Flight Attendants may view bids submitted by the most senior Flight Attendant.
- c. If sufficient openings are available on a submitted bidline choice, and all Buddy Bidders are qualified to work this bidline, they will be awarded the schedule. Reserve lines may be awarded to Buddy Bidding crewmembers.
- d. During the awarding process, the most senior Flight Attendant will drop to the most junior buddy bidding participant's seniority level.
- e. Buddy Bidding takes precedence over individual bids submitted.
- f. However, if the bids submitted are insufficient, the Buddy Bid will be negated and each Flight Attendant will be independently awarded a schedule from the remaining lines available at that time. Therefore, each Flight Attendant should also submit his/her own set of bids in case of a failed Buddy Bid.

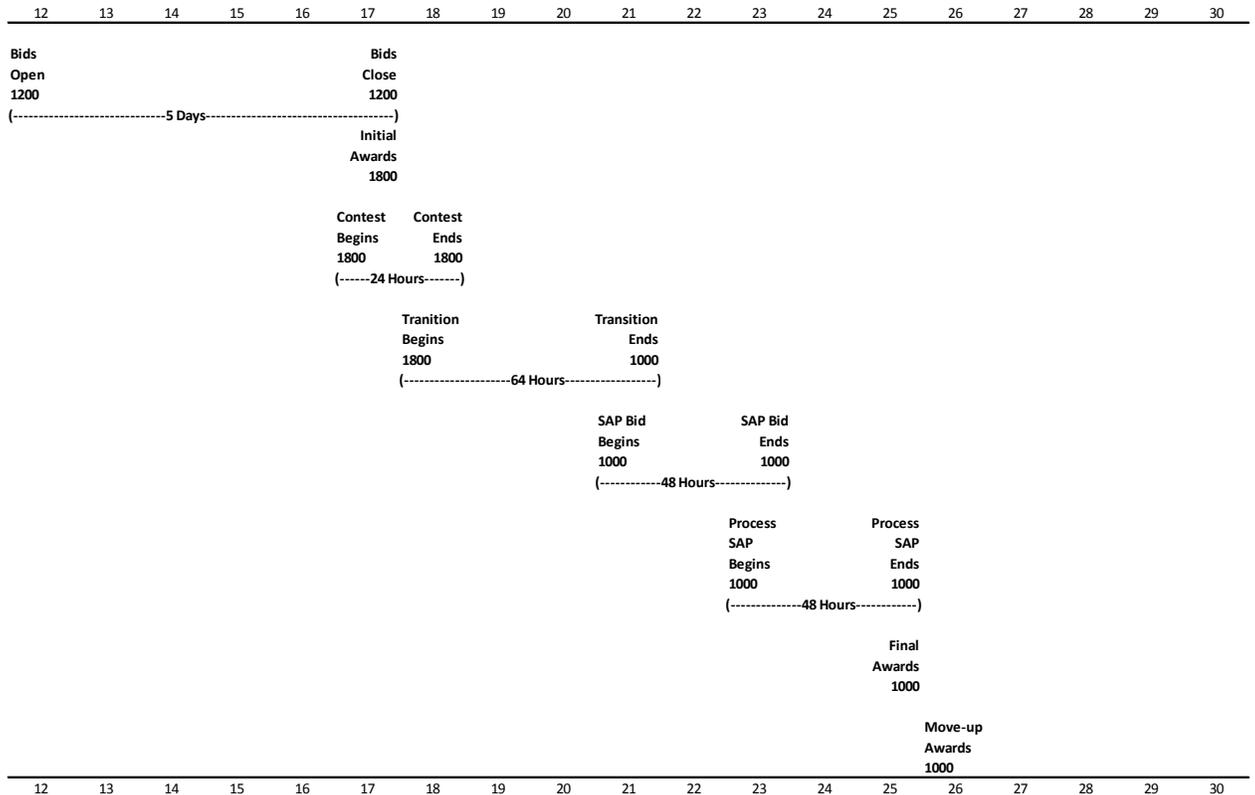
**[add examples]**

### G. Bidding and Awarding Timetable

1. Crew Resources shall provide to the Scheduling Committee preliminary pairings and bidlines for their review and recommendations prior to the eighth (8<sup>th</sup>) day of the month or the last business day prior to the eighth (8<sup>th</sup>) day of the month. Final bidlines and pairings shall be forwarded to the Scheduling Committee by the eighth (8<sup>th</sup>) day of the month at 1200 LT, or the last business day prior to the eighth (8<sup>th</sup>) day of the month. The Committee shall have forty-

eight (48) hours from the time of receipt to review the information, and submit recommendations, in accordance with this Agreement.

2. The Initial Bid Package will be distributed electronically by 1200 LT on the twelfth (12th) day of the month or the first business day after the twelfth (12th). The Initial Bid Package will be emailed to a Flight Attendant's personal e-mail account if she/he has provided it to the Company. Bids shall close at 1200 LT five (5) days after the posting of the bids. The bidlines will also be available on the website.
3. Initial Bid Awards will be published electronically by 1800 LT six (6) hours after the closing of the bid.
4. The Bid Contest Period for errors will close at 1800 LT the following day. Any required changes shall be completed before the beginning of the Transition period. The Transition Period runs from the end of the Bid Contest to the beginning of the Schedule Adjustment Period (SAP).
5. Transition will be completed within sixty-four (64) hours after the closing of the Contest period. All trips dropped due to any conflicts shall be dropped from the Initial Schedule into Open Time.
6. Where the Company dropped trips during Transition from a Flight Attendant's initially awarded bidline, the Flight Attendant shall be advised electronically of his or her newly adjusted bidline credit value by 1000 LT on the final day of the Transition Period.
7. The SAP will begin immediately after the Transition period ends and will be open for forty-eight (48) hours.
8. The Company will process Open Time requests and award/assign trips within forty-eight (48) hours following the SAP in accordance with paragraph K. below.
9. Final Bid Awards will be published forty-eight (48) hours after closing of the SAP.
10. Initial Open Time and Relief lines will be published twenty-four (24) hours after the Final Bid Awards are published.



#### H. Lead-in Conflicts

1. Adjustments may be made only during the first four (4) days of a month and only on those days that the Flight Attendant was originally scheduled to fly. No schedule adjustments shall be made in the current month that a Flight Attendant is working.
2. An overnight on the last day of the current bid month shall be indicated on the bidline and the entire pairing shall be flown by the Flight Attendant assigned in the current bid month.
3. A Flight Attendant who loses projected credit hours due to a contractual or regulatory Lead-in conflict shall have his or her projected monthly guarantee reduced by the number of credit hours lost. He or she shall have the opportunity to restore credit during the Schedule Adjustment Period (SAP) in accordance with paragraph K. below.
4. If a Flight Attendant's trip overlaps into days off the following month, he or she has the following options:
  - a. He or she may work the trip and be credited in addition to the monthly guarantee for the hours of the trip; or



1. Credit Restoration

a. Voluntary

a. Deficit below guarantee.

A Flight Attendant with a projected credit deficit below seventy-two (72) hours may submit multiple requests for Open Time trips which operate anytime during the month in order to restore credit to at least seventy-two (72) hours but no greater than four (4) hours more than his or her original bidline value. These requests will be awarded in seniority order.

b. Deficit above guarantee.

A Flight Attendant with a credit deficit that does not result in a projected schedule of less than seventy-two (72) hours may restore lost credit up to four (4) hours above his or her original bidline value on a voluntary basis by picking up Open Time trips which operate anytime during the month. These requests will be awarded in seniority order.

- b. A Flight Attendant with a projected credit deficit below seventy-two (72) hours caused by dropped trips due to conflicts shall not be required to restore lost credit. The Flight Attendant's guarantee shall be reduced by the number of credited hours the drop(s) projects him or her below guarantee.

2. Bidline Improvement

A Flight Attendant may submit multiple requests to improve his or her line by increasing his or her credit time and awards shall be made in seniority order. During the SAP, a Flight Attendant may be awarded up to a maximum of one hundred (100) credited hours for the bid period.

3. The Company shall post Final Bid Awards electronically. The Final Bid Award will be emailed to a Flight Attendant's personal e-mail account if she/he has provided it to the Company.

L. Voluntary Bidline Adjustment and Electronic Trade Board

All Voluntary Bidline Adjustment requests will be processed in order of base seniority unless otherwise specified in this Section L. A Flight Attendant may waive contractual legalities, other than provisions governing maximum monthly block hours flown and maximum monthly credit hours earned when a Flight Attendant is on furlough, for the purpose of adjusting his or her schedule. All awards for voluntary adjustments will be posted electronically. The Company will maintain an electronic system for Flight Attendant use of Daily Open Time. Additionally, the Company shall provide an electronic means (Electronic Trade Board) for regular bidline holders, Relief line holders (and Reserves picking up on GDOs) to request trip drops, trip pick ups and

trip swaps with other Flight Attendants in the same base, on a first-come, first-served daily basis. These transactions will be processed in near real time.

1. Voluntary bidline adjustments will be processed electronically.
2. Flight Attendants will have free online access to the system. The cost of a Flight Attendant's internet connection will be paid for by the Flight Attendant.
3. All adjustments which are legal pursuant to this Agreement and the FARs will be processed unless otherwise stated. A Flight Attendant may increase her/his block time in accordance with Section 7.C. There is no limit on the number of credit hours dropped through voluntary adjustment. A Flight Attendant may trade a trip for another trip of fewer, more or the same number of days or hours. A Flight Attendant may voluntarily adjust her/himself below the minimum number of days off to fly more than thirty-three (33) hours in seven (7) days and to have less than one (1) calendar day off in seven (7) days.
4. The electronic trade board system will be a near real time system. All transactions will be logged in the system. All Open Time for the month, including open Reserve periods that the Company at its discretion elects to make available, will be included in the system as soon as the trip or Reserve period becomes available.
5. A Flight Attendant who decreases his or her credit time through a voluntary adjustment transaction will have his or her credit reduced accordingly. If the transaction projects the Flight Attendant below the minimum monthly credited hours, his or her guarantee shall be reduced by the number of credited hours the drop projects the Flight Attendant below guarantee.
6. Daily Open Time

Daily Open Time is all Open Time which remains unassigned after the monthly award, and SAP and all open trips which are unassigned for any reason during the month, e.g., trips which become unassigned due to conflicts, sick time, extra sections, charters, leaves, Union business, dropped trips, and Reserve and Ready Reserve duty periods.

A trip in Daily Open Time will not be assigned to a Reserve before 2359 ET two (2) days prior to the day of the trip's check-in.

*Example: A trip is scheduled to check in at 2200 ET on Saturday. It may be assigned to a Reserve any time after Daily Open Time is run at 2359 ET on Thursday.*

- a. Open Time shall be posted electronically as soon as such flying is known.
- b. Open Time shall be open and awarded for bid and awarded each day for all trips for the entire month. Special requirements will be indicated.
- c. Open Time requests must be submitted electronically by 2359 ET two (2) days prior to the day of the trip's check-in and earlier. Open time shall be

run at midnight daily. Open Time shall be awarded in seniority order by base by 1400 ET the next day.

**Example:** The open time trip checks in at 0900 LT on Thursday. A Flight Attendant submits an open time request for the trip at 1400 ET on Tuesday. When open time is run at 2359 ET on Tuesday, that trip will be awarded to the Flight Attendant, if he or she is the most senior Flight Attendant who requests the trip.

**Example:** The open time trip checks in at 1500 ET on Tuesday. A Flight Attendant submits an open time request for the trip at 0900 ET on Monday. When open time is run at 2359 ET on Monday, that trip may be awarded to the Flight Attendant or assigned to a Reserve, at the Company's discretion.

- d. Open Time Reserve periods will first be awarded to Reserve bidline holders in seniority order, followed by Regular bidline holders and Relief bidline holders in seniority order.
    - a. Rules regarding schedule integrity will be deemed to be waived.
    - b. Regular and Relief bidline holders shall be paid and credited the greater of the trip flown or the scheduled trip missed.
  - e. Flight Attendants may request trip adds, trip drops, trades with daily open time, and/or mutual trip trades within the electronic trade platform (currently FLiCA).
  - f. Picking up a trip from Daily Open Time, dropping a trip into Daily Open Time or trading a trip with Daily Open Time within two (2) days of the trip's departure time will be permitted upon verbal short notice (i.e., within two (2) days of the Open Time trip) to Crew Scheduling and awarded on a first-come, first-served basis, subject to Company approval.
  - g. A Flight Attendant shall waive any days off that were forfeited as a result of picking up Open Time.
7. Trades with Daily Open Time
- a. A Flight Attendant may trade trips within the same base and qualification. Flight Attendants may request trades with Daily Open Time within the electronic trade platform (currently FLiCA).
  - b. Open time trade requests must be received by 2359 ET two (2) days prior to the day of the check-in time of the earlier trip. Open time trades shall be run at midnight daily. Open Time trades shall be processed in seniority order by base by 1400 ET the next day.
  - c. A Flight Attendant may trade for a trip within two (2) days of its departure date per Section 8.L.6.g, above. This will be a first-come first-served transaction.

- d. A Flight Attendant shall waive any days off that were forfeited as a result of a trip trade with Open Time that conflicts with days off.
  - e. A Flight Attendant may only trade a trip that spans a critical day(s) if he or she picks up a trip that spans the same critical day(s).
  - f. Trip trades with Open Time will be approved or denied based on the reserve staffing formula in accordance with Appendix 1.
8. Drops
- a. **Dropping Trip(s) into Open Time:** A Flight Attendant may submit a request to drop trip(s) into Open Time using the electronic trade platform (currently FLiCA) in accordance with this paragraph by 2359 ET two (2) days prior to the day of the trip's check-in time. The trip will be dropped with the concurrence of Crew Scheduling, subject to operational needs, based on the reserve staffing formula in Appendix 1.
- Example: A Flight Attendant wants to drop her trip, which checks in at 1400 ET on Sunday. His or her drop request must be submitted no later than 2359 ET on Friday.*
- b. **Dropping Trip(s) through Electronic Trade Board:** Until four (4) hours prior to its scheduled departure, a Flight Attendant may advertise a trip on the electronic trade board. The trip will be removed from the Flight Attendant's line if picked up by another Flight Attendant. A Flight Attendant who picks up a trip under this provision on the same day that it is scheduled to operate must notify Crew Scheduling in order to allow administrative processing to occur.
9. Trades with Other Flight Attendants
- a. Regular bidline holders and Relief bidline holders may trade trips requiring the same qualifications within the base.
  - b. A trade between Flight Attendants that is in accordance with the terms of this Agreement, and is legal under the Flight Attendant FARs, will be approved.
  - c. Verbal short notice trades will be permitted subject to Company approval.
10. Trip Drops and Pick-ups between Flight Attendants
- a. Regular and Relief bidline holders may offer trips for pick up by other Flight Attendants in the same base on days off on a first come, first served basis. Flight Attendants may pick up and drop to/from one another.
  - b. The bidline holder accepting the pairing must waive days off, if and to the extent that pairing reduces her/his days off. The pairing cannot create a conflict causing him or her to drop an originally scheduled pairing.

- c. The Reserve bidline holder may accept the pairing on immovable days off only. The pairing must be scheduled to return to base twelve (12) hours prior to his or her next Reserve Period. He or she must waive contractual limitations concerning minimum days off, maximum block hours in seven (7) days, and consecutive days on duty.
- d. If a request to pick up a trip from another Flight Attendant is in accordance with the terms of this Agreement and is legal under the Flight Attendant FARs, the request will be approved.

**11. Reserve Moves, Trades and Pick-ups**

- a. Reserve Flight Attendants may request to move days off, trade days off with other Reserve Flight Attendants, or pick up Reserve periods from Daily Open Time in accordance with this Section.
- b. Transactions involving reserve periods in Open Time will be handled in accordance with Section 8.L.6.d. above, and transactions involving other Flight Attendants will be handled in accordance with Section 8.L.9. or Section 8.L.10., above.
- c. All days involved in a move request must be in the same bid period. The move must not interfere with assigned trips or other Company assignments.
- d. Requests for blocks of Reserve available days greater than six (6) consecutive days shall be considered provided that the Flight Attendant waives contractual limitations concerning maximum block hours in seven (7) days and consecutive duty days.
- e. A Reserve Flight Attendant may request to pick up a Reserve period on his or her GDO(s) from Daily Open Time. The Reserve Flight Attendant will be credited above minimum monthly guarantee for the Reserve period or hours flown during the Reserve period.
- f. A Regular or Relief bidline holder may drop a scheduled trip to a Reserve Flight Attendant on a GDO in accordance with Section 8.L.10. The Reserve Flight Attendant will be credited above minimum credit guarantee for the trip flown during his or her day off.

**12. Daily Open Time System/Electronic Trade Board Inoperative**

If the electronic Daily Open Time system or the Electronic Trade Board is inoperative, these transactions will be processed manually. The Company shall use best efforts to post the awards by base by 1400 ET the next day. The MEC President or designee will be notified whenever these transactions must be processed manually and the reason therefore.

**13. Premium Open Time**

The Company may offer premium Open Time for non-reserve Flight Attendants (and reserve Flight Attendants who pick up on GDOs) who voluntarily pick up unassigned trips in Open Time on the designated days. The Company may also apply the increased premium to Flight Attendants who respond to junior assignment requests on the designated days and all other junior assignment provisions will apply. The Company will notify the Union of the details of the premium pay pick-up offer(s) for open time, and for junior assignment if applicable, at least twenty-four (24) hours prior to publication of the offer(s).

- a. The minimum premium will be two-hundred percent (200%) and will apply to all trips in Open Time operating on the designated day(s). The Company may offer such premium Open Time a maximum of five (5) times per year and it will be system-wide. One (1) "offer" will mean a discrete period of one (1) day or multiple consecutive days. Any modifications to the offer period will be considered an additional offer. Offers in excess of five (5) may be declared with the agreement of the Union.
- b. To be eligible for the premium, the Flight Attendant must pick up the qualifying trip from Open Time and work the trip. A qualifying trip is one which operates on at least one (1) of the days specified in the notice and which is picked up from Open Time within the parameters in paragraph c. below.
- c. When the Company publishes the offer of premium Open Time on the specified days, the offer will apply to those qualifying trips picked up after the notice is posted and also to qualifying trips picked up in the two (2) calendar days prior to the notice publication date.
- d. The premium will apply to the entire trip for any qualifying trip.

***Example: On December 17, FA Sally picks up pairing #101 from open time which operates December 23-25. On December 19, the Company offers 200% premium pay for all trips picked up and operating on December 24, 25 or 26. FA Sally receives the 200% premium pay for her pairing #101.***

- e. Within fourteen (14) days after the conclusion of trips for which premium pay was offered and accepted, the Company shall provide the Union with 1) the names of all Flight Attendants who were awarded a premium-pay offered trip; 2) the affected trip/pairing numbers; 3) the names of all Flight Attendants who were Junior Assigned during the same time frame; 4) the number and details of any Flight cancellations during that time frame; 5) the total number of credit hours of WDX and Junior Assignment awards/assignments for the event; 6) sick call hours/occurrences during the event.

M. Order of Assignment

Daily Open Time trips not awarded through voluntary adjustments shall be assigned no earlier than 2000 ET two (2) days prior to the day of the trip's check in time applicable to Time Recoverable and shall be awarded in the following order:

1. Time Recoverable Status (post-SAP) as described in paragraph N. of this Section.
2. Available Reserves as described in Section 9, Reserve.
  - a. In the event the order of assignment results in a full crew complement of probationary Flight Attendants, the Company may "skip" to the next available non-probationary reserve Flight Attendant that is legal for the assignment and with the lowest projected credited hours being assigned first.
  - b. The non-probationary reserve Flight Attendant shall assume the role of "A" or "lead" Flight Attendant during the assigned trip.
3. Volunteer Status as described in paragraph O. of this Section.
4. Reserves on movable days off as described in Section 9, Reserve.
5. Junior Assignment as described in paragraph P. of this Section.
6. Reroute/reschedule pursuant to Q., below, if open trip is out of domicile.

N. Time Recoverable Status Post SAP

1. A Flight Attendant may be assigned to Time Recoverable Status when he or she has lost credited time during the current bid period for reasons other than Lead-in, Training or Vacation conflicts.
  - a. A Flight Attendant shall be notified of Time Recoverable status if the Company has reasonable cause to believe it will need to reschedule him or her during the trip hour period.
  - b. The Company may assign any trip(s) within the applicable parameters of two (2) hours prior and two (2) hours after the original parameters of the pairing.
  - c. If a Flight Attendant is removed from a trip more than twenty-four (24) hours in advance of the trip's check-in time, and he or she is not assigned to a new trip by twenty-four (24) hours prior to the original trip's check-in time, he or she shall be automatically released from all duty for the first day of his or her Time Recoverable period. The Flight Attendant shall be released from multi-day pairings one day at a time.

*Example: On Tuesday, a Flight Attendant is removed from a three-day trip which checks in at 0700 LT on Friday and is placed on Time Recoverable status. If the Flight Attendant has not been assigned a trip by 0700 LT on Thursday, she shall be automatically released from all duty*

*for Friday, but she is still Time Recoverable on Saturday and Sunday. If the Flight Attendant has not been assigned a trip by 0001 LT Friday, she shall be automatically released from all duty for Saturday. If the Flight Attendant has not been assigned a trip by 0001 LT Saturday, she shall be automatically released from all duty for Sunday.*

- d. If a Flight Attendant is removed from any portion of his or her trip within twenty-four (24) hours of the trip's check-in time, he or she must be rescheduled concurrently with the removal. The Flight Attendant shall be released from multi-day pairings one day at a time.

*Example: On Thursday at 1500 LT, a Flight Attendant is removed from a three- day trip which checks in at 0700 LT on Friday. She will not be required to be Time Recoverable on Friday. She can be assigned a trip for Friday, but it must be given at the time of the removal. She will be Time Recoverable for Saturday and Sunday as described in the example under paragraph 1.c. above.*

- e. A Time Recoverable Flight Attendant:
  - i. Shall not be assigned Reserve;
  - ii. Shall provide Crew Scheduling with the contact information effective during his or her Time Recoverable period. A Flight Attendant utilizing a pager or other telephone answering device, if contacted, shall return Crew Scheduling's call prior to the twenty-four (24) hour release; and
  - iii. May be released from his or her Time Recoverable period without pay at his or her request with the consent of Crew Scheduling, so long as the request is made in advance of the automatic release set forth above.

2. The Flight Attendant will be paid the greater of the credited hours of the original trip or the replacement trip.

O. Volunteer Status

The Company shall maintain an electronic Volunteer List which is accessible for Flight Attendant review. Volunteer flying is available after Open Time has closed each day and reserves have been assigned. Flight Attendants may indicate a preference for a specific trip, a particular type of flying such as one (1) day trip, two (2) day trip, Reserve day, charter, etc. Flight Attendants are not required to be available for call.

P. Junior Assignment (JA)

Junior Assignment is any time a Flight Attendant is involuntarily assigned to a trip or portion thereof on a scheduled day off. After the order of assignment in paragraph M. has been followed, Flight Attendants may be subject to Junior Assignment in inverse seniority order at the base among all Flight Attendants on days off.

1. Only Crew Scheduling may initiate Junior Assignment calls. Crew Scheduling must make positive contact with the Flight Attendant to confirm the assignment. A Flight Attendant shall not be Junior Assigned because he or she has contacted Crew Scheduling regarding routine inquiries.
2. Junior Assignment must only occur on the day of the trip unless it is an early morning departure (prior to 0700 LT). In that event, Crew Scheduling may Junior Assign a Flight Attendant after 2000 LT the night before.
3. Flight Attendants may only be Junior Assigned once per bid period and five (5) times per year.
4. A Flight Attendant may not be Junior Assigned for Reserve or Ready Reserve duty.
5. A Junior Assigned Flight Attendant shall have an equal number of days off restored during the bid period or during the next bid period. The Flight Attendant shall receive pay and credit protection for the trip dropped due to day-off restoration. He or she may be subject to Time Recoverable provisions of paragraph N. of this Section.
6. Flight Attendants who are Junior Assigned shall be compensated in addition to the guarantee in accordance with the provisions of Section 3, Compensation.
7. Upon request, the Company shall make available to the MEC Scheduling Chairperson a Junior Assignment log each day outlining the following information:
  - a. Who has Crew Scheduling contacted and/or attempted to contact;
  - b. What telephone number(s) did they attempt to call;
  - c. Flight numbers attempting to be covered;
  - d. When trip(s) to be covered became available;
  - e. When transaction was completed; and
  - f. Name of Crew Scheduler making the entries.

Q. Rescheduling/Rerouting

Reroute/Reschedule is anytime a Flight Attendant is involuntarily assigned to an uncovered segment(s) or trip(s) or the original trip is modified. After the order of assignment in paragraph M. has been followed, Flight Attendants may be subject to Reroute/Reschedule in inverse seniority order away from base among Flight Attendants that are legal pursuant to the FARs and the Agreement, and available.

1. A Flight Attendant is entitled to schedule integrity which is defined as the right to fly his or her bid trip and not be rescheduled provided that his or her trip operates and he or she is legal to fly it.

2. Notwithstanding the provisions of paragraph Q.1. above, in the absence of a Flight Attendant, an uncovered flight segment or trip may be filled by reassigning the most junior Flight Attendant who is already present at the airport or city in which the uncovered flight segment is scheduled, who is legal, qualified, and available to fly the uncovered flight segment or trip provided that:
  - a. There are no Ready Reserves available; and
  - b. There are no Reserve Flight Attendants available; or
  - c. If the Flight Attendant is present at the airport, and the uncovered segment or trip is scheduled to depart in less than two (2) hours. If the Flight Attendant is present in the city but not at the airport, the two (2) hour limitation does not apply. The new assignment must be scheduled to arrive no later than two (2) hours after the Flight Attendant's original trip termination.
  - d. The assignment pursuant to this Section 8.Q.2 is made by positive contact.
3. When assigning or rescheduling a Flight Attendant for uncovered segment(s) or trip(s), the following guidelines will be observed to the extent possible:
  - a. Restore the Flight Attendant to his or her original trip as soon as possible if economically and logistically feasible.
  - b. Assign the Flight Attendant to a segment(s) or trip which will return him or her closest to the return date/time of their original trip.
4. Only Crew Scheduling may initiate reroute/rescheduling calls. Crew Scheduling must make positive contact with the Flight Attendant to confirm the assignment. A Flight Attendant shall not be rerouted/rescheduled because he or she has contacted Crew Scheduling unless he or she was returning a call from Crew Scheduling. Crew Scheduling will leave a message for the Flight Attendant to notify him or her of a Reschedule/Reroute if the Flight Attendant is unable to be reached. The message will include the specifics of the Reschedule/Reroute.
5. A Flight Attendant may only be rerouted/rescheduled once per bid period and only five (5) times per year.
6. A Flight Attendant who is rerouted/rescheduled shall have an equal number of days off restored during the bid period or during the next bid period. The Flight Attendant shall receive pay and credit protection for the trip dropped due to day-off restoration. He or she may be subject to Time Recoverable provisions of paragraph N. of this Section.
7. Flight Attendants who are Rerouted/Rescheduled shall be compensated at one hundred fifty percent (150%) of their current hourly rate for all additional block hours flown.
8. Upon request, the Company shall make available to the MEC Scheduling

Chairperson a reroute/reschedule log each day outlining the following information:

- a. Who Crew Scheduling contacted and/or attempted to contact;
- b. What telephone number(s) did they attempt to call;
- c. Flight numbers attempting to cover;
- d. When did the trip(s) to be covered become available;
- e. Circumstances causing the reroute/reschedule;
- f. When the transaction was completed; and
- g. The name of the Crew Scheduler making the entries.

R. Delays

A Flight Attendant who is on a trip and is subject to a delay or cancellation away from base because of weather or mechanical will be provided a single- occupancy hotel room if the projected time of the delay is five (5) hours block-in to block-out or more. If a Flight Attendant is required to remain overnight away from base, he or she will be returned to base as early as possible the next day by the most direct Spirit routing on a positive space basis. The Flight Attendant may, at his or her option, be returned to base by other more direct means of transportation with the concurrence of Crew Scheduling if economically feasible.

S. Equipment Substitution

Except as provided herein, when there is an aircraft change and the new aircraft requires fewer Flight Attendants, Crew Scheduling will offer in seniority order, other than special qualification positions, the opportunity to be removed from the trip unless a downline equipment change is scheduled within the pairing. The Flight Attendant(s) who are removed will be placed on Time Recoverable Status during the time of the originally scheduled trip. Alternatively, a Flight Attendant may request to be released without pay and credit. Crew Scheduling will retain discretion whether to grant or deny such requests. The Flight Attendant(s) shall be paid for the scheduled trip or any reassigned trip, whichever is greater. If no Flight Attendant accepts this opportunity, the most junior Flight Attendant(s) may be removed.

- a. A Flight Attendant is entitled to "schedule integrity" as provided in paragraph, Q., above. For purposes of this paragraph, this means that the core 319 crew of three (3) Flight Attendants will remain with the trip.
- b. If the chaser Flight Attendant(s), one (1) on the 320 and two (2) on the 321, are needed to operate downline, then all Flight Attendants will remain on the pairing and if applicable, the senior chaser Flight Attendant(s) will be offered the opportunity to deadhead on the downgraded flight segment.

- c. If the chaser Flight Attendant(s) are not required to operate downline then removal per the terms of this paragraph S. will be offered to the most senior chaser Flight Attendant.

T. Company Convenience Replacement

When a Flight Attendant is replaced, e.g., by management personnel or a trainee, the Flight Attendant shall receive pay and credit for the scheduled value of the trip. The replacement will be offered in order of seniority. He or she is not required to be on Time Recoverable Status. A Flight Attendant will not be removed for Company convenience in the middle of a trip. A Flight Attendant who is being removed from the first leg(s) will be notified at least two (2) hours prior to the trip's check-in, or as soon as it is known, whichever is earlier.

U. Duplicate Assignments

If there is a duplicate assignment due to a Company error, the more senior Flight Attendant of the two (2) may elect to remain on the trip or be removed, unless he or she is required for language or other qualification. The Flight Attendant removed from the trip shall be paid and credited for the scheduled value of the trip. He or she is not required to be on Time Recoverable Status.

V. Taping

1. All Company business conducted by telephone between Crew Scheduling and Flight Attendants must be conducted on recorded Company telephone lines. This includes conversations between Flight Attendants and Crew Scheduling regarding assignments, including reserve assignments, trip assignments, reschedules, reroutes, delays and sick calls.
2. Telephone conversations with Crew Scheduling personnel will be recorded. Crew Schedulers must identify themselves when calling. All recordings will be kept by the Company for a minimum of ninety (90) days. In the event of a dispute, the Union, upon request, is entitled to listen to and receive a copy of the conversation. In the absence of additional evidence, if the recording is not available for any reason the issue will be resolved in favor of the Flight Attendant. Recordings shall not be randomly reviewed for the purpose of discovering violations, but may be reviewed to promote professionalism and courtesy. A Flight Attendant will not be subject to discipline based upon a random review for professionalism and courtesy.
3. Should the Company decide to implement electronic recording on other telephone lines, the Company and the Union will agree on the governing provisions.

W. Errors

A Flight Attendant shall be pay protected for all errors other than typographical errors. However, the Company retains the right within forty-eight (48) hours of the publishing of the bid package to post corrections. The Company shall post corrections in the same manner as that of the Initial and Final Bid Awards.

X. Contract Implementation

The Company and the Union will jointly train the Union committee members and officers, Inflight Management, Crew Resources, and Crew Scheduling on the provisions of this Agreement.

Y. Electronic Trade Board/Electronic Bidding

1. In the event the Company plans to add additional features to the Program, the parties will meet to discuss and agree on changes as they relate to the terms of the CBA. Additionally, the parties will meet to discuss any required testing, implementation or integration processes related to the new feature(s).
2. The Program will provide sufficient reports to verify continuing compliance with the CBA. Such reports will be made available to the MEC or its designated representative.
3. Computer Access: In addition to the computers already provided in the crew room at each base, the Company will make available a computer and printer at selected Spirit non-base Stations to be used by Flight Attendants. Additionally, the Company will actively negotiate with layover hotels in an effort to ensure no-cost computer/internet access for Flight Attendants during layovers. The Company will further ensure that all computers and printers at Spirit bases and layover stations (where a Spirit computer system and internet connectivity have been or will be established) are in good working order at all times.
  - a. Spirit Bases: One (1) computer and/or printer will be installed at a crew base where the Flight Attendant population has increased such that access to existing computers/printers has been adversely affected.
  - b. Spirit Non-base Stations: Computers intended for crewmember use at Spirit non-base Stations will be networked to existing printers. Additionally, if crewmember and station personnel utilization of a single available printer creates a printer access conflict, an additional printer will be provided for the Flight Attendants at the affected Station(s).
4. No Less Favorable: The terms and conditions set forth above shall be interpreted and implemented on a no less favorable basis than the terms and conditions contained in the Pilots' Agreement.
5. These provisions do not apply to a preferential bidding system.
6. No preferential bidding system will be implemented without the Company and the Union negotiating and reaching an agreement regarding implementation.

## Appendix 1

The Company will use the following formulas in determining whether to grant open time trade requests and/or open time drop requests:

1. Holiday weekends - during holiday weekends, the Company will grant open time trades and open time drops only if it has at least 20% reserve coverage at the time that the request is processed (calculated based on scheduled duty periods for that day). Holiday weekends will be designated by the Company on a quarterly basis and a copy of the quarterly Holiday weekends and monthly critical days will be provided to AFA's MEC Scheduling Committee Chairperson. Holiday weekends shall be considered the Saturday and Sunday adjacent to a holiday in addition to the holiday itself.
2. Other weekends (i.e., Saturday & Sunday) - the Company will grant open time trades and open time drops only if it has at least 18% reserve coverage at the time that the request is processed (calculated based on scheduled duty periods for that day).
3. Thursdays and Fridays - the Company will grant open time trades and open time drops only if it has at least 18% reserve coverage at the time that the request is processed (calculated based on scheduled duty periods for that day).
4. Mondays, Tuesdays and Wednesdays - the Company will grant open time trades and open time drops only if it has at least 14% reserve coverage at the time that the request is processed (calculated based on scheduled duty periods for that day).
5. For multi-day pairings, the percentages indicated in numbers 1-4 above must be met for each day of the trip. For example, if FA Mary wants to drop a trip which is scheduled to operate on Wednesday December 16, Thursday December 17 and Friday December 18, Spirit will grant the request only if it has the following minimum percentages of reserve coverage at the time that the request is processed (calculated based on scheduled duty periods for that day): 14% on 12/16, 18% on 12/17 and 18% on 12/18.
6. All AFA scheduling representatives will have FLiCA login IDs to view the reserve requirement number for all bases.
7. The Company agrees to provide AFA's MEC Scheduling Committee Chairperson with data necessary to monitor compliance upon written request.

## SECTION 9 RESERVE

### A. Reserve Days Off

1. All Reserve lines shall contain a minimum of twelve (12) days off. Days off will be calendar days from 0001 to 2359 local base time.
2. There shall be eight (8) immoveable days off scheduled in two (2) blocks of four (4) days each. Immoveable means non-working, non-moveable, and exempt from assignment. Four (4) consecutive days shall be designated by the Flight Attendant and four (4) by the Company as immoveable prior to the posting of the Final Schedule.
  - a. A Reserve Flight Attendant shall not be involuntarily scheduled, rescheduled, or assigned to any flying (including deadhead) which will cause him or her to be away from base on his or her immoveable days off except for those assignments made pursuant to Junior Assignment provisions set forth in Section 8.P. He or she will not be required to perform any other duty or assignment for the Company on his or her immoveable days off.
  - b. Reserve days off during transition may not be designated as immoveable.
  - c. The immoveable days shall be designated in the Flight Attendant's Final Schedule as Guaranteed Days Off (GDO).
3. All remaining days off shall be moveable.
  - a. There shall be no less than two (2) scheduled consecutive moveable days off in a block of days off.
  - b. Subject to Section 8.M., if Crew Scheduling intends to move a Reserve Flight Attendant's moveable days off, it will notify him or her of the change prior to the end of the Reserve assignment block before the move.
4. Subject to Section 7.D.2., when a flight to which a Reserve Flight Attendant is assigned returns to his or her base after the start of a day off, the Flight Attendant shall be released and eligible for an additional day off pursuant to paragraph 5. below.
5. If Crew Scheduling moves a Reserve Flight Attendant's moveable day off, the new day off shall be replaced by mutual agreement between the Flight Attendant and Crew Scheduling. Absent mutual agreement, the additional day off shall be placed at the beginning or end of an existing block of Reserve days during the remainder of the month if possible, or the next month. Day(s) restored in the next month shall not count toward that month's minimum days off. The new day off shall not be placed in the middle of a block of Reserve assignment days. A Reserve assignment will not be moved into the middle of a block of days off.
6. A Reserve Flight Attendant who accepts any assignment on his or her day off

shall be credited in addition to the monthly guarantee for the credited hours of the assignment.

B. Reserve Days On

1. A Reserve Flight Attendant may be assigned to perform duty between 0001 LT on the first day of his or her Reserve period and ending at 2400 LT on the last day of his or her Reserve period.
2. Reserve on-duty periods for purposes of duty limitations, shall start at the check-in time.
3. Upon completion of an assignment at his or her base, a Reserve Flight Attendant shall contact Crew Scheduling before departing the airport. The Union and Company agree to discuss alternative methods of positive contact. Upon contact one of the following shall occur:
  - a. If the Flight Attendant still has duty time available, he or she may be required to wait at the airport for further assignment for no more than one (1) hour and may only be assigned to a new trip that is scheduled to check-in within two (2) hours of the block-in time of the earlier trip.
  - b. If Crew Scheduling releases the Flight Attendant, he or she shall be free from all duty and receive in base rest pursuant to Section 7.A.1. until his or her next scheduled Reserve Shift.

*Example:* Flight Attendant X is scheduled for Reserve Shift 'B'. Upon completing her assignment at base at 1800 LT, Crew Scheduling releases her with no further or future assignment. She is released until the beginning of her next Reserve Shift 'B' at 0701 LT the following day.

- c. If Crew Scheduling releases the Flight Attendant, he or she shall be free from all duty and receive in base rest pursuant to Section 7.A.1 until his or her next notification period. If the rest period conflicts with her/his next notification period, the Flight Attendant will be assigned to the notification period following her/his originally scheduled notification period. He or she will continue on the newly assigned notification period for the duration of the block of reserve days. The Flight Attendant will revert to the originally scheduled reserve notification periods for all subsequent blocks of reserve available days in the month, except as provided in paragraph C.5., below.
- d. Crew Scheduling may assign the Flight Attendant to a trip which operates subsequent to in base rest irrespective of the Flight Attendant's next assigned Reserve Shift.

*Example:* Flight Attendant Y is scheduled for Reserve Shift 'B'. Upon completing her assignment at base at 1830 LT, Crew Scheduling assigns her to a new trip which checks in at 0630 LT the following day. She is released until check-in time of the new trip.

C. Reserve Shifts

1. There will be three (3) Shifts of Reserve availability for purposes of notification each Reserve day:
  - a. Reserve A: Available for notification from 0001 to 1000.
  - b. Reserve B: Available for notification from 0701 to 1700.
  - c. Reserve C: Available for notification from 1401 to 2400.
2. A Reserve Shift shall be considered one (1) day of work for pay purposes.
3. Flight Attendants will bid Reserve Shifts published on the monthly bid package. All awards are protected and may not be changed without the concurrence of the Flight Attendant.
4. Reserve Flight Attendants must be available for notification in accordance with paragraph E. below during assigned Shift periods. However, the duty to which the Reserve assigned is not required to commence within the assigned Shift period.

*Example: Flight Attendant X is scheduled for Reserve Shift 'B' which requires her to be available for notification from 0701 to 1700. Crew Scheduling may notify her at 1500 to assign her to a trip which checks in at 1930 the same day.*

*Example: Flight Attendant Y is scheduled for Reserve Shift 'A' which requires her to be available for notification from 0001 to 1000. Upon completion of her Shift, Crew Scheduling has not notified her of an assignment. She is released and not required to be available for notification until her next Reserve Shift begins.*

5. Crew Scheduling may move a Flight Attendant to a Reserve Shift immediately preceding or following his or her originally assigned Reserve Shift within a calendar day subject to the following conditions:
  - a. Crew Scheduling has exhausted all Reserve Flight Attendants scheduled to be available for notification during the preceding or following Shift.
  - b. Crew Scheduling has exhausted all Reserve Flight Attendants assigned to Ready Reserve periods during the preceding or following Shift.
  - c. If the Flight Attendant moved to the preceding or following Reserve Shift does not receive an assignment during that Shift, he or she shall revert to originally scheduled Reserve Shift periods for all subsequent Reserve available days in the month.
  - d. Flight Attendants shall be moved to preceding or following Reserve Shifts in order of total credited hours accrued for the month. Flight Attendants with low credited time will be moved first.

- e. No Flight Attendant shall be moved to a preceding or following Reserve Shift more than two (2) times during a monthly bid period.

*Example:* Flight Attendant Z is scheduled for Reserve Shift 'C' which requires her to be available for notification from 1401 to 2400. During her Shift, Crew Scheduling determines that there are no Flight Attendants to cover Shift 'B' the following day. Crew Scheduling may move her Shift for the following day from 'C' to 'B'. She will revert back to Shift 'C' for all subsequent Reserve available days if she does not receive a trip assignment.

- f. The Company may not move the first notification period of Flight Attendant's block of Reserve days.
- g. The Flight Attendant shall be notified that her/his Reserve Shift has been moved prior to the day on which the original Reserve Shift was scheduled to commence.

#### D. Reserve Assignments

- 1. A Reserve Flight Attendant may only be called to the airport for a specific assignment.
- 2. A Reserve Flight Attendant is considered to be assigned to a trip until released by Crew Scheduling.
- 3. Assignment Considerations
  - a. A Reserve Flight Attendant may be assigned during his or her Reserve Shift period to a trip or Ready Reserve assignment no earlier than 0001 ET two (2) days prior to the day of the trip's check-in time or the start of Ready Reserve assignment in accordance with Section 8.M.
  - b. Crew Scheduling will consider the contact period when assigning a trip. If the duty time of the trip (prior to the first ensuing rest period) to be assigned plus the amount of time already passed from the commencement of the contact period exceeds sixteen (16) hours, the Crew Scheduler may move to the next Reserve Shift period. A Crew Scheduler will not be required to assign a Flight Attendant at the end of an earlier Reserve Shift when such trip can be better assigned to a Flight Attendant in the next Reserve Shift period and eliminate concerns of safety due to length of time already available.

*Example:* A Flight Attendant is available on Reserve 'B' (0701-1700). At 1400, a Crew Scheduler has trip #706, DTW-LAX, with a Show Time of 1930 and a Release Time of 0600. Because the Flight Attendant in Reserve 'B' started his notification period at 0701, this amount of time plus the duty time of the trip prior to an ensuing rest period exceeds sixteen (16) hours, the Crew Scheduler may move to the next available Flight Attendant in Reserve 'C'.

4. Reserve Flight Attendants shall be assigned in the following order:
- a. A Reserve Flight Attendant will be placed in a one (1), two (2), three (3), four (4), five (5) or six (6) day availability bucket based on the number of reserve shifts prior to her/his next scheduled day off. Reserve Flight Attendants will be assigned flying during their notification period based on time balancing, with the Flight Attendant with the least amount of time being assigned a trip first within the applicable buckets in the following manner:
    - i. Reserve Flight Attendants will be continuously ranked in order of credited time accrued resulting from Company-assigned flying. Flight Attendants with the lowest number of credit hours will be ranked highest. Time voluntarily picked up will not count toward the ranking.
    - ii. A Flight Attendant on reserve shall be assigned a pairing in the order of her/his placement within the applicable reserve category. (For example, a pairing that spans four (4) days shall be assigned to the highest ranked Flight Attendant in the applicable four (4) day category unless the pairing is split).
    - iii. If there is no Flight Attendant whose availability is consistent with contractual and FAR requirements for the assignment in the applicable category (e.g. three (3) day category for a three (3) day pairing), Crew Scheduling shall assign a Flight Attendant in the next highest applicable category (e.g. four (4) day bucket for a three (3) day pairing).
    - iv. This does not prohibit the Company from splitting a pairing in order to utilize Flight Attendants in a reserve category containing fewer days of availability.
    - v. A pairing shall be assigned to the highest ranked Flight Attendant in the applicable reserve category who is legally available for the pairing. The rank order shall be based on the projected credit hours of each Flight Attendant with the lowest number of credit hours being the highest ranked. Time voluntarily picked up will not count toward the ranking.

# of Days in Trip	Bucket Days					
	1	2	3	4	5	6
1	R	X				
2	R	R	X			
3	R	R	R	X		
4	R	R	R	R	X	
5	R	R	R	R	R	X
6	R	R	R	R	R	R

b. When there are no Flight Attendants available in a bucket, a Flight Attendant in the next larger availability bucket will be assigned or the trip may be split and assigned to a Reserve Flight Attendant in a smaller bucket.

5. Upon notification of an assignment, a Flight Attendant is released from availability and no longer has an obligation to be available for contact until check-in time of the assignment.
6. The Company shall make Reserve Bucket information electronically available to the Flight Attendants, in real time. The information shall contain the names of reserve Flight Attendants with employee numbers, current notification period, projected credit for the bid month and number of days available.
7. Reserve assignments and utilization will be documented by the Company and made available upon request to Flight Attendants and Union representatives.

E. Reserve Notification

1. All Reserve Flight Attendants shall provide Crew Scheduling with contact information in accordance with Section 7.G.
2. Flight Attendants on Reserve must return a call to Crew Scheduling within fifteen (15) minutes of the message.
3. A Reserve Flight Attendant will be given a minimum of two (2) hours' notice to report to the crew room for trip assignment.
4. If a Reserve Flight Attendant is contacted for a trip which is scheduled to depart in two (2) hours or less, Crew Scheduling may authorize reimbursement for use of short-term parking facilities and waive crew room check-in requirements. A

Flight Attendant who utilizes short-term parking as provided herein will receive reimbursement within ten (10) days following submission of receipts.

F. Ready Reserve Assignment

1. Crew Scheduling will assign Ready Reserve periods in five (5) hour increments. Starting time(s) for each period will be determined by the Company. A Reserve Flight Attendant may be assigned to only one (1) Ready Reserve period per calendar day.
2. Twenty percent (20%) of all Reserve Flight Attendants in a base of greater than one hundred (100) Flight Attendants shall be exempt from Ready Reserve assignment during each monthly bid period. Ten percent (10%) of all Reserve Flight Attendants in a base of fewer than one hundred (100) Flight Attendants shall be exempt from Ready Reserve assignment during each monthly bid period.
3. Ready Reserve periods shall be considered on duty time for purposes of duty limitations and pay. The duty period shall commence at the start of the Ready Reserve period.
4. Upon completion of the Ready Reserve assignment at his or her base, a Ready Reserve Flight Attendant shall contact Crew Scheduling before departing the airport.
  - a. If Crew Scheduling releases the Flight Attendant, he or she shall be free from all duty and receive in base rest pursuant to Section 7.A.1.
  - b. The Flight Attendant may be assigned a pairing or flight which departs after the Ready Reserve period has ended provided that the pairing or flight is scheduled to depart within two (2) hours of the end of the Ready Reserve period.
5. A Reserve Flight Attendant who is not exempt from Ready Reserve assignment in accordance with paragraph F.2. above, may be assigned during his or her Reserve availability Shift to a Ready Reserve assignment for the current day or up to two (2) days in advance of the assignment as follows:
  - a. Available Reserve Flight Attendants who indicated on their bid request forms a preference for Ready Reserve assignment shall be contacted first.
  - b. If no available Reserve Flight Attendants indicated a preference for Ready Reserve assignment, it will be assigned to the available Reserve(s) with the lowest credited time accrued for the month.
6. Ready Reserve Flight Attendants shall be available in the crew room and shall report, upon notification of assignment, within fifteen (15) minutes and be ready to depart within forty-five (45) minutes.
7. When there are two (2) Flight Attendants on Ready Reserve during the same

Shift, assignment shall be made in accordance with D.4. above.

8. A Ready Reserve Flight Attendant shall not be assigned Reserve out of base as described in paragraph G. below.

G. Reserve Out of Base

1. A Flight Attendant on Reserve status may be assigned to Reserve out of base at any location for a period not to exceed five (5) days including positioning or deadheading flights.
2. Crew Scheduling will determine starting time(s) for ten (10) hour Reserve availability Shifts.
3. Crew Scheduling may split the availability period into two blocks provided that there is a period of at least ten (10) hours between Shifts.
4. A Flight Attendant who is assigned to Reserve out of base shall be provided a hotel room and per diem for the entire time out of base.
5. A Flight Attendant who is assigned to Reserve out of base shall not be assigned duty which would prevent him or her from being released at his or her home base prior to midnight on the fifth (5<sup>th</sup>) day.

H. Reserve Day Moves, Trades, and Pick-ups

1. A Reserve Flight Attendant may request to move days off, trade days off with other Reserve Flight Attendants, or pick up Reserve periods from Daily Open Time in accordance with this Section 9.H.
2. Reserve Flight Attendants may pick up trip(s) from Regular and Relief bidline holders; and pick up reserve period(s) from and drop reserve periods to another Reserve using the Company-provided electronic means ("electronic trade board") per Section 8.L.10. and Section 8.L.11.
3. A Reserve may pick up a Reserve period or trip on his or her GDO from Daily Open Time in seniority order in accordance with Section 8.L.6.
4. A Reserve Flight Attendant may request to pick up a Reserve period on his or her GDO from Daily Open Time. Requests will first be awarded in seniority order to Reserves, then in seniority order to Regular and Relief bidline holders. The Reserve Flight Attendant will be credited above the minimum monthly guarantee for the Reserve period or hours flown during his or her day off.
5. Transactions will comply with the following parameters:
  - a. The Reserve bidline holder may accept the pairing on GDO(s) only. The pairing must be scheduled to return to base twelve (12) hours prior to his or her next Reserve Period. He or she must waive contractual limitations concerning minimum days off, maximum block hours in seven (7) days, and consecutive days on duty.

- b. If the pick-up of the Reserve period(s) creates a block of reserve periods greater than six (6) consecutive days, the Flight Attendant will be considered to have waived contractual limitations concerning maximum block hours in seven (7) days and consecutive days on duty.
- c. A Reserve may only drop a Reserve period(s) at the beginning or end of a consecutive block of reserve periods to another Flight Attendant.
- d. Requests to move days off shall be considered after the Daily Open Time pick-up requests have been completed each day and are dependent upon adequate Reserve coverage in that base. In cases of identical requests, awards will be made in seniority order.
- e. All days involved in a move request must be in the same bid period. The move must not interfere with assigned trips or other Company assignments.

I. Reserve Day Drops

A Reserve Flight Attendant may drop Reserve days with the permission of Crew Scheduling subject to operational needs. The Flight Attendant's monthly guarantee shall be reduced by the number of credited hours of the Reserve day(s) dropped.

J. General

- 1. A Flight Attendant who becomes ill while on Reserve shall contact Crew Scheduling for the purpose of placing themselves on sick leave status.
- 2. Once a Reserve Flight Attendant reports for a pairing, she or he is subject to the same Company and FAR guidelines as other Flight Attendants on the overnight(s).
- 3. If a Co-terminal base is established, one of the airports shall be designated as the Reserve Flight Attendant's primary airport and notification and reporting requirements shall be based on that location. In the event the Flight Attendant's primary airport is deactivated, the Company and the Union will meet and confer to determine the appropriate report times and locations for the affected Flight Attendants.
- 4. A Reserve Flight Attendant may be released from Reserve duty with the concurrence of Crew Scheduling.
- 5. Reserve utilization reports will be accessible to the MEC President or designee through remote access to the Company's scheduling software.
- 6. The Company and the Union will meet on a semi-annual basis to discuss reserve coverage.

**SECTION 10  
TRAINING AND MEETINGS**

A. Training and Meeting Schedules

1. All mandatory general Company training and meetings shall be shown in the bidlines for bidding. If a Flight Attendant is not required to attend scheduled training, the designated training day shall be considered a day off, without pay and credit, or at the Flight Attendant's option, she/he may elect to be Time Recoverable pursuant to Section 8.N. and will receive the greater of pay and credit for the training day or the flight assignment, if any.
2. A Flight Attendant shall not be required to pay for training required by the Company.
3. A Flight Attendant shall not be required to interrupt vacation or leave of absence to participate in training.
4. A Flight Attendant shall not participate in training onboard any flight other than those being utilized for revenue flights, ferry flights, dedicated Flight Attendant training flights, or as otherwise permitted by law.
5. Recurrent training dates shall be published in the bid package two (2) bid periods prior to the bid period in which the training is scheduled to occur. Crew Resources shall publish a report in the monthly bid package which identifies those required and/or eligible to attend training.
  - a. Each bid packet shall generally contain at least two (2) training classes per bid month from which a Flight Attendant will be assigned to attend.
  - b. A Flight Attendant shall be assigned to another scheduled class within the bid month upon submission of a request to the designated Crew Training Scheduler provided there is space available in the desired class.
  - c. A Flight Attendant shall be assigned to another scheduled class in the month prior to his or her due month upon submission of a request to the designated Crew Training Scheduler provided there is space available in the desired class.
6. Classroom training shall not exceed eight and one-half (8-1/2) hours per day, excluding meal and break periods, nor be scheduled between 2200 LT and 0600 LT. Should circumstances occur that require an exception to the above, the Company shall confer with the MEC President or designee.
7. If assigning a Flight Attendant to training causes him or her to receive fewer than the minimum days off for the bid period, Crew Scheduling shall adjust the Flight Attendant's schedule in order to restore minimum days off.
8. Training, including deadheading, shall not be scheduled to exceed the equivalent of the scheduled maximum duty day. A Flight Attendant may waive this provision to the extent that he or she may deadhead back to base upon completion of

training.

9. If a Flight Attendant attends, but fails to successfully complete his or her scheduled training class, the Company shall place him or her on inactive unpaid status until successful completion of the next available training class.

B. Hotel, Travel and Pay

1. The Company shall provide hotel accommodations for all required training out of base when necessary to be out of base overnight.
2. Per diem shall be provided for training in accordance with Section 4, Expenses.
3. The Company shall be provide positive must-ride space for travel to and from scheduled training.
4. A lineholder shall be paid the greater of four (4) credit hours per training day or scheduled flight credit hours missed within the training period.
5. A Reserve Flight Attendant required to attend, or travel to or from training on a Reserve duty day shall be paid four (4) credit hours for each day of travel and/or training to be applied toward the minimum monthly guarantee.
6. A Flight Attendant required to travel to or from training on a scheduled day off shall be paid four (4) credit hours in addition to the minimum monthly guarantee.
7. A Flight Attendant assigned to training on his or her day off, shall receive four (4) credit hours in addition to the minimum monthly guarantee.
8. A Flight Attendant will be paid one-half (.5) credit hour per hour of course time with a minimum of one (1) credit hour for any Company-mandated computer-based training that is not related to recurrent or requalification training and that does not require the Flight Attendant to complete the training on Company property. Course time will be determined by the Company.

C. Training Instructors

1. A training instructor shall not bid for a line of flying while working as an instructor.
2. A training instructor may only participate in Daily Open time forty-eight (48) hours or less before a trip's report time.
3. This subsection only applies to a Flight Attendant who becomes a training instructor.

**SECTION 11  
VACATION**

A. Accrual

1. A Flight Attendant shall accrue vacation in accordance with Company seniority. Vacation shall be calculated as of December 31<sup>st</sup> of each year, for that year. As of January of the next year, he or she shall be eligible to take the vacation earned during the previous year. Vacation accrues on a monthly basis. Flight Attendants shall receive the entire monthly accrual as long as they are active any portion of the month.
2. Flight Attendants' vacation accrual rates shall be no less favorable than the vacation accrual rates of Pilots.
3. A Flight Attendant shall accrue vacation on a prorated basis in his or her first year of employment. The amount of vacation accrued will be based on the month in which he or she is hired in accordance with the following schedule:

<u>Date of Hire</u>	<u>Number of Hours Credited</u>
1/01 – 1/31	28.00
2/01 – 2/28	25.67
3/01 – 3/31	23.33
4/01 – 4/30	21.00
5/01 – 5/31	18.67
6/01 – 6/30	16.33
7/01 – 7/31	14.00
8/01 – 8/31	11.67
9/01 – 9/30	9.33
10/01 -10/31	7.00
11/01 - 11/30	4.67
12/01 - 12/31	2.34

4. The vacation year is defined as the calendar year, January 1st through December 31st.
5. Once a Flight Attendant's term of employment continues past January 1<sup>st</sup> of a calendar year, his or her vacation accrual rate shall be as follows:

<b>Full Calendar Year of Service (Accrual Year)</b>	<b>Monthly Accrual Rate in the Actual Year (in hours)</b>	<b>Total Annual Accrual (Vacation Year)</b>
1 <sup>st</sup>	4.67	56
5 <sup>th</sup>	7.0	84
10 <sup>th</sup>	8.17	98
15 <sup>th</sup>	9.33	112
20 <sup>th</sup>	10.5	126
25 <sup>th</sup>	11.67	140

6. A Flight Attendant who is on inactive status in accordance with this Agreement during the calendar accrual year shall be entitled to a prorated vacation in the vacation year based on the period of active service in the accrual year. Prorated vacation accrual shall be calculated on a monthly basis. The monthly accrual shall equal 1/12<sup>th</sup> of the annual accrual.
7. Each Flight Attendant will be issued a statement showing the balance of his or her vacation accrual on each paycheck.
8. All vacation hours accrued and unused prior to signing of this Agreement shall be carried over in accordance with paragraph I. below.

**B. Vacation Periods**

1. There shall be vacation periods every week of the year, each beginning on Monday at 0001 and ending on Sunday at 2400.
2. Each vacation period shall be equivalent to twenty-eight (28) credit hours.
3. There shall be a minimum of two (2) vacation slots available for bid for each one hundred (100) Flight Attendants or fraction thereof at each base for each vacation period.

**C. Annual Vacation Bidding and Awarding**

Vacation shall be granted in order of seniority at each base in accordance with the following procedures:

1. A Flight Attendant shall bid vacation based upon his or her base assignment effective January 1<sup>st</sup> of the vacation year.
2. By October 1<sup>st</sup> of each year, the Company shall publish a list in seniority order showing the projected accrued vacation as of the end of that calendar year.

3. Annual vacation bids shall be published by 1200 ET October 16th of each year and posted electronically. Bids shall close by 1200 ET on November 16<sup>th</sup>. Awards will be posted electronically by November 30<sup>th</sup>.
4. A Flight Attendant shall bid for all earned vacation in increments of twenty-eight (28) hours per vacation period. Earned vacation of an amount less than twenty-eight (28) hours shall be designated as Float Vacation in accordance with paragraph E. below.  
  
*Example: An 11<sup>th</sup> year Flight Attendant has accrued 98 hours to be used in the following year. She may bid for three (3) vacation periods (3 x 28 = 84 hours) and use her remaining vacation (14 hours) as Float Vacation.*
5. Designation of Float Vacation hours during the initial vacation bidding process shall be as follows:
  - a. A Flight Attendant may designate up to one (1) vacation period (28 hours) per calendar year as Float Vacation on a day at a time basis.
  - b. Any remaining increment of earned vacation less than twenty-eight (28) hours shall be used as Float Vacation on a day at a time basis.
  - c. A Flight Attendant must notify the Company of his or her intent to use a portion of his or her vacation as Float Vacation at the time of the initial vacation bids or within ninety (90) days after the final vacation awards.
6. Vacation periods shall be awarded in seniority order. The most senior Flight Attendant shall be granted his or her choices of all earned vacation time before the next most senior Flight Attendant's choices are considered.
7. A Flight Attendant who does not bid a vacation or does not bid a vacation slot he or she can hold shall be assigned a vacation slot(s) by the Company after all other vacation bids have been awarded. The most senior Flight Attendant to be assigned shall be assigned the latest available vacation slot of the year.

D. Changing Vacation Periods

1. Trades with Open Vacation
  - a. Open vacation periods are those which were not originally bid, or open because of trades, resignations or terminations, transfers into management or out of the department, transfers to another base, and leaves of absence.
  - b. A Flight Attendant may request to trade earned vacation period(s) with open vacation period(s). Requests must be submitted electronically on the appropriate form not later than the fifth (5<sup>th</sup>) of the month preceding the month containing the earlier vacation period.

- c. A Flight Attendant who voluntarily trades a vacation period(s) with open vacation must concurrently pick up another available period(s) within the same calendar year.
- d. Vacation trades with open vacation shall be awarded in seniority order. Awarded trades with open vacation shall be published in the monthly bid package and on the web site.

2. Trades between Flight Attendants

A Flight Attendant may trade vacation period(s) with another Flight Attendant at the same base within the same calendar year. Requests must be submitted electronically on the appropriate form not later than the fifth (5<sup>th</sup>) of the month preceding the month containing the earlier vacation.

3. Picking Up Open Vacation Slots

A Flight Attendant who previously designated a vacation period (28 hours) as Float Vacation, or who has sufficient hours to equal a full vacation period, may elect to pick up a vacation slot from monthly open vacation. Requests must be submitted electronically on the appropriate form not later than the fifth (5<sup>th</sup>) of the month preceding the month containing the open vacation slot.

- 4. A Flight Attendant who loses his or her vacation period because of voluntary transfer may select a vacation from open vacation slots in his or her new base or convert the vacation period as Float Vacation in accordance with paragraph C.5., above and paragraph I., below.
- 5. The Company shall not schedule a Flight Attendant's training during his or her vacation without his or her consent. If a Flight Attendant consents, he or she may select a vacation slot from available open vacation slots during the current calendar year, use the vacation as Float Vacation, or carry it over to the following year.
- 6. A Flight Attendant who assumes a full time management or a full time training position must drop his or her assigned vacation slot into open vacation.
- 7. A Flight Attendant who is displaced to another base shall retain his or her original vacation slot award.

E. Float Vacation Days

- 1. A request for Float Vacation Day(s) shall be granted at any time during the year other than Critical Days if, at the time of the request, there are sufficient Reserves pursuant to the open time drop/trade methodology set forth in Section 8 Appendix 1.
- 2. When a Flight Attendant elects to take Float Vacation to cover a pairing, he or she shall be paid for the credited hours of the trip to the extent he or she has available Float Vacation hours. His or her Vacation Bank shall be reduced by the same amount of hours paid.

*Example: A Flight Attendant has 14 hours in her Vacation Bank to be used as Float Vacation. She elects to be removed from a one day pairing worth 5.5 credit hours. Her Vacation Bank shall be reduced by 5.5 hours.*

*Example: A Flight Attendant has 14 hours in her Vacation Bank to be used as Float Vacation. She elects to be removed from a three day pairing worth 12 credit hours. Her Vacation Bank shall be reduced by 12 hours and she will be paid 12 hours for the Float Vacation.*

*Example: A Flight Attendant has 14 hours in her Vacation Bank to be used as Float Vacation. She elects to be removed from a 5 day pairing worth 20 credit hours. Her Vacation Bank shall be reduced 14 hours. The additional 6 hours shall be deducted from her projected monthly credit. The Company shall not assign, but the Flight Attendant may elect to restore lost credit by picking up open time during the month.*

3. If a Reserve Flight Attendant elects to take Float Vacation to cover Reserve day(s), he or she shall be paid four (4) hours vacation pay for each Reserve day off. His or her Vacation Bank shall be reduced by the same amount of hours paid.
4. Twice per calendar month, a Flight Attendant may notify Crew Scheduling of his or her intent to designate a Float Vacation Day on a scheduled day off. This Float Vacation Day shall be called a Guaranteed Floating Day (GFD). The GFD shall be paid at a straight hourly rate of four (4) hours per day. A maximum of eight (8) hours per month will be deducted from a Flight Attendant's Vacation Bank.
5. At the Flight Attendant's option, any unused time remaining in a Flight Attendant's Float Vacation Bank at the end of the calendar year will be paid out in the final paycheck of the year.

#### F. Vacation Pay

1. A Flight Attendant shall be credited for each day of a scheduled annual vacation period at a rate of four (4) hours per day or trips missed during the vacation period, whichever is greater. Twenty-eight (28) hours will be deducted from a Flight Attendant's Vacation Bank for seven (7) days of vacation.

*Example: A Flight Attendant's vacation period contains scheduled pairings worth 18 credit hours. She will be paid 28 hours. Her Vacation Bank will be deducted 28 hours.*

*Example: A Flight Attendant's vacation period contains scheduled pairings worth 30 credit hours. She will be paid 30 hours. Her Vacation Bank will be deducted 28 hours.*

2. A language qualified Flight Attendant shall be credit protected for all designated language position hours that were originally scheduled during the vacation period.
3. A Float Vacation Day will be charged and credited on an hour-for-hour basis to

the extent that the Flight Attendant has adequate Float Vacation hours available. Reserve Days will be charged and credited at the rate of four (4) hours for each Reserve Day converted to Float Vacation.

4. A Flight Attendant who is furloughed, retires, dies, goes on a leave, resigns with fourteen (14) days' notice (unless verifiable circumstances prevent such notice), or is terminated for reasons other than gross misconduct, shall receive pay for all vacation accrued up to the time of such event.

G. Vacation Postponement

1. The Company may not cancel a Flight Attendant's scheduled vacation. If Company operations necessitate the postponement of vacations, the Company shall first solicit volunteers for such postponement. If there are insufficient volunteers, the Company will offer vacation buy back. If the Company offers vacation buy back and there are insufficient volunteers, the Company may make involuntary postponements in inverse seniority order.
2. Voluntary postponements shall be awarded in seniority order. Involuntary postponements shall be awarded in inverse order of seniority.
3. A Flight Attendant whose vacation is postponed may either select a vacation from open vacation periods available during the current year or carry it over to the following year. Vacation time carried over to the next year as a result of a Company postponement shall not be subject to a carry-over cap. A Flight Attendant's vacation shall not be involuntarily postponed two (2) years in a row.
4. A Flight Attendant whose vacation is postponed either voluntarily or involuntarily shall receive as much notice as possible of such postponement and shall be compensated for any payments or deposits which are unrecoverable due to the postponement within thirty (30) days after submission of claim. The Flight Attendant may be required to provide documentation of such loss.
5. If a Flight Attendant becomes ill or injured while on vacation and such illness or injury requires hospitalization or surgery, the Flight Attendant may postpone any remaining days in his or her vacation and elect to receive sick leave and/or disability for the remainder of the vacation period instead. The Flight Attendant shall notify the Company of the illness or injury as soon as possible. Such Flight Attendant may select from the remaining open vacation periods or carry over the postponed vacation.
6. If a Flight Attendant accepts a TDY or any special assignment including Union leave, he or she may postpone a scheduled vacation. Such Flight Attendant may select from the remaining open vacation periods or carry over the postponed vacation.
7. Vacation Buy Back
  - a. The Company shall offer vacation buy back prior to postponing vacations in a domicile. The Company may also offer vacation buy back at any other time.

- b. The Flight Attendants will be notified of a vacation buy back offer no later than the fifth (5<sup>th</sup>) day of the bid month prior to the month in which the buy back will occur.
- c. Vacation buy back will be bid for and awarded in domicile seniority order. The bid will be awarded prior to the opening of the next month's bid.
- d. A Flight Attendant awarded vacation buy back will fly his or her original schedule for the month and will be paid twenty-eight (28) hours at his or her current pay rate in addition to all other pay and credit for the month.

#### H. Monthly Vacation Scheduling

1. All trips which touch a Flight Attendant's vacation period shall be dropped during the Transition Period (defined in Section 8.G.4.). The Flight Attendant shall have his or her projected bid period credit reduced by the value of the trip hours dropped outside of the vacation period. He or she may elect to pick up flying during the Schedule Adjustment Period (SAP) to restore credit.

*Example: A Flight Attendant is scheduled to be on vacation from June 1<sup>st</sup> through June 7<sup>th</sup>. Her monthly schedule includes the following:*

*June 2<sup>nd</sup> --- 1 day pairing worth 6 credit hours.*

*June 6<sup>th</sup> --- 3 day pairing worth 5 hours on day #1, 5 hours on day #2, and 6 hours on day #3.*

*She will be charged and credited 28 hours. Her monthly projection shall be reduced by 6 hours.*

2. A Reserve Flight Attendant may request to attach all or a portion of his or her immoveable days to his or her vacation period. He or she shall notify Crew Resources of the request within twenty-four (24) hours after the Initial Bid is awarded. The Flight Attendant shall waive contractual limitations concerning minimum days off, maximum block hours in seven (7) days and consecutive days on duty, if required, to facilitate being projected for at least the minimum monthly guarantee.
3. A Flight Attendant may bid for a Relief line during his or her month of scheduled vacation. The Company shall not schedule trips within the vacation period and the Flight Attendant shall be charged and credited with twenty-eight (28) hours of vacation. The projected bidline value shall reflect contractual provisions for maximum credited scheduled hours.

#### I. Vacation Carry Over

1. A Flight Attendant may carry over twenty-eight (28) hours of vacation credit to the following year or, at the Flight Attendant's option, the unused vacation credit remaining in a Flight Attendant's vacation bank will be paid out in the final paycheck of the year.

2. Notwithstanding the provisions of paragraph 1. above, vacation credit may be carried over in accordance with paragraphs D.5., G.3., G.5., G.6., and J.5.

J. General

1. A Flight Attendant is not required to be available for contact while on his or her vacation nor shall he or she be required to keep the Company informed of his or her whereabouts.
2. A copy of all vacation transactions will be published electronically.
3. No Flight Attendant shall be required to take a vacation other than that awarded or assigned to him or her in accordance with this Section.
4. The Company shall maintain accurate vacation records. Each Flight Attendant shall be provided a statement of his or her available vacation hours with each paycheck.
5. A Flight Attendant unable to use his or her vacation because he or she is on a leave shall have the option to accept a payout of the vacation, bid for an open week in the same calendar year or carry over up to twenty-eight (28) hours to the next year or any combination of the above.

## **SECTION 12 SICK LEAVE**

### A. Sick Leave Accrual

1. A Flight Attendant shall accrue four (4.0) hours overall of Sick Leave credit, apportioned per paragraph B. below, for each full calendar month of active service with the Company to an overall maximum of four-hundred (400) hours.
2. The Company shall be responsible for maintaining accurate Sick Bank accrual records and will provide Flight Attendants with that information monthly.

### B. Sick Leave Banks

#### 1. Primary Bank

Three (3) hours of the total Sick Leave accrual in Paragraph A. above will be deposited in the Flight Attendant's Primary Sick Leave Bank for each full calendar month of active service. This accrual shall be credited into the Primary Bank up to a maximum of two hundred twenty (220) hours. If a Flight Attendant's Primary Bank has reached the maximum accrual, the three (3) hours of monthly accrual will be credited to his or her Secondary Bank.

#### 2. Secondary Bank

Of the total accrual in Paragraph A. above, a Flight Attendant shall accrue one (1) hour of Sick Leave for each full calendar month of active service, which will be deposited in a Secondary Sick Bank to be used in instances of long-term illness. Long-term illness is defined as having a medically documented illness for a duration of longer than two (2) weeks. A Flight Attendant will be eligible to use the sick leave in his or her Secondary Bank from the first day of an illness provided he or she submits medical documentation substantiating that the illness is anticipated to have a duration of longer than two (2) weeks.

### C. Incentive Programs

1. Flight Attendants shall be eligible to participate in any Perfect Attendance Incentive Program that the Company institutes for the general population.
2. A Flight Attendant who has perfect attendance for three (3) months and works an average of ninety-five (95) credited hours during that time shall accrue one (1) additional hour of Sick Leave to be credited to the Primary Sick Bank subject to B.1. above.

### D. Accrual Eligibility

1. Active service shall include jury duty, bereavement leave, military leave, Union leave, vacation, paid Sick Leave or Worker's Compensation Leave.
2. For the first thirty (30) days that a Flight Attendant is on an unpaid personal leave, unpaid FMLA medical leave of absence or on furlough, the Flight

Attendant shall continue to accrue Sick Leave as if that Flight Attendant had remained in active service during that time.

3. A Flight Attendant shall retain, but not accrue, Sick Leave while on furlough or leave of absence except as otherwise provided in this Agreement.

E. Use of Accrued Sick Leave

1. When a Flight Attendant loses hours due to his or her own personal illness or injury, or to care for an ill or injured dependent minor child, he or she will be credited and his or her Sick Bank shall be deducted as follows:
  - a. When a Flight Attendant, other than a Reserve Flight Attendant, loses hours he or she will be credited with the scheduled time of the trip(s) lost to the extent he or she has accrued Sick Leave. A Flight Attendant absent for a full month who has not been awarded or assigned a monthly schedule will be credited with the minimum monthly guarantee to the extent that he or she has available Sick Bank hours. An amount equivalent to the credited hours will be deducted from the Flight Attendant's Sick Bank.
  - b. A Reserve Flight Attendant shall be credited with four (4) hours for each day of scheduled Reserve duty missed to the extent he or she has accrued Sick Leave. A Reserve Flight Attendant absent for a full month will be credited with the minimum monthly guarantee to the extent that he or she has available Sick Bank hours. An amount equivalent to the credited hours will be deducted from the Flight Attendant's Sick Bank.
  - c. If a Flight Attendant does not have sufficient hours in his or her Sick Bank to cover the value of hours lost, he or she will be paid only to the extent that he or she has available Sick Bank hours and his or her bid line guarantee will be adjusted accordingly.
2. A Flight Attendant on Family Medical Leave (FMLA) in accordance with Section 13.B. shall, at his or her option, use accrued Sick Leave to the extent that he or she has available Sick Bank hours. He or she will be credited and his or her Sick Bank shall be deducted as described in paragraph E.1. above.
3. A Flight Attendant on Workers' Compensation Leave may use his or her accrued Sick Leave to supplement Workers' Compensation benefits in accordance with Section 13.E.
4. A Flight Attendant shall be allowed to borrow up to twenty-four (24) hours of Sick Leave if he or she has not accrued Sick Bank hours sufficient to cover his or her own personal illness or injury, or to care for an ill or injured dependent minor child, subject to the following:
  - a. The following Flight Attendants are eligible to borrow Sick Leave hours:
    - a. A Flight Attendant who is in his or her first year of employment with the Company;

- b. A Flight Attendant in the first year following an FMLA leave during which he or she exhausted all accrued Sick Leave hours;
  - c. A Flight Attendant who has one continuous illness or injury anticipated to last two (2) or more weeks and who has no available Secondary Sick Bank hours.
- b. The following terms shall apply to Flight Attendants who are eligible to borrow Sick Leave hours:
- a. The borrowed hours may be used only for one (1) continuous illness or injury.
  - b. The borrowed hours must be repaid each month by the amount of Sick Leave hours accrued during subsequent months of active service. The Flight Attendant shall reconcile the deficit within six (6) months of his or her return from the absence.
  - c. The borrowed hours may also be repaid in accordance with the provisions of paragraphs G.1. and G.2. below.
  - d. If the Flight Attendant leaves employment with the Company prior to repayment of borrowed hours, the amount due shall be deducted from his or her final paycheck.

F. Crew Scheduling Notification

1. A Flight Attendant who is unable to fly a scheduled trip due to circumstances described in this Section shall notify Crew Scheduling as far in advance as possible, generally with at least two (2) hours' notice unless there are extenuating circumstances.
2. A Flight Attendant assigned a pairing(s) must notify Crew Scheduling prior to the start of each pairing for which he or she is sick. If a Flight Attendant knows he or she will be out sick for more than one (1) scheduled pairing, he or she may notify Crew Scheduling to be placed on Sick Leave for multiple pairings provided that he or she submits medical documentation stating an anticipated date of return to duty.
3. A Reserve Flight Attendant must notify Crew Scheduling every day he or she is sick and scheduled for a Reserve Shift. If a Reserve Flight Attendant knows he or she will be out sick for more than one (1) Reserve day, he or she may notify Crew Scheduling to be placed on Sick Leave for multiple days provided that he or she submits medical documentation stating an anticipated date of return to duty.
4. A Flight Attendant is not obligated under any circumstances to discuss or inform Crew Scheduling of the reason for the illness. A Flight Attendant may not be coerced into flying when he or she calls in sick for a trip.
5. When clearing from sick, a Flight Attendant shall notify Crew Scheduling with as

much advance notice as possible.

6. A Flight Attendant who clears from sick prior to the completion of his or her missed trip will be considered on Time Recoverable Status in accordance with Section 8.N.

#### G. Sick Bank Restoration

1. Upon return to duty from Sick Leave, a Flight Attendant may advise the Company of his or her desire to pick up Open Time or Reserve days in addition to his or her scheduled trips or Reserve days and designate it in writing as Sick Leave Make-up. As such, the hours made up will be credited back to the Sick Bank from which the hours were originally drawn. Any Sick Leave Make-up hours in excess of the Sick Leave used will be paid and credited in that bid period.
2. A Flight Attendant whose final bidline value is above the minimum monthly guarantee may advise the Company of his or her desire to designate the credit hours above guarantee as Sick Leave Make-up in lieu of compensation. As such, the hours made up will be credited back to the Sick Bank from which the hours were originally drawn.

#### H. Sick Bank Pay-out

The Company shall provide a lump sum Sick Bank Pay-out to those Flight Attendants who retire from active status and meet the following criteria:

1. A Flight Attendant who retires from active service at age fifty-five (55) or higher after ten (10) years of service shall be paid for his or her accumulated Sick Leave at seventy percent (70%) of his or her hourly rate of pay.
2. A Flight Attendant who resigns from active service after fifteen (15) years of service shall be paid for his or her accumulated Sick Leave at fifty percent (50%) of his or her hourly rate of pay.

#### I. General

1. If a Flight Attendant becomes ill or injured away from base, he or she shall be returned positive space to his or her base or home via Company aircraft within twenty-four (24) hours on the earliest available open flight. If he or she is too ill to return home, the Company shall continue to provide per diem and a hotel room until the end of his or her originally assigned trip or until he or she returns to base or home if he or she provides medical documentation prior to the end of the originally assigned trip that he or she is unable to travel. If extenuating circumstances exist the Union may request an individual review of the case by the Vice President of Inflight or her designee.
2. A Flight Attendant may voluntarily accept transitional duty employment if offered by the Company.
3. If there is a reasonable basis to suspect abuse of Sick Leave, on an individual basis, the Company may request a physician's certificate for the absence. At the

Flight Attendant's request, the Company will reimburse the Flight Attendant's co-pay for the Company-required physician statement and the Company will select the physician. A Flight Attendant who chooses to select his or her own physician will be responsible for the co-pay for the visit. The Company will notify the LEC President when sick leave abuse is suspected of a Flight Attendant.

4. Sick leave accrual and sick leave bank information will appear on the pay statement.

**SECTION 13  
LEAVES OF ABSENCE**

A. Personal Leave of Absence

1. A Flight Attendant who is not on probation, upon written request specifying the reasons for such leave, may be granted an unpaid leave of absence for a continuous period not in excess of six (6) months. Personal leaves of absence may be extended beyond six (6) months.
2. When a leave is granted, the Flight Attendant shall retain and continue to accrue bid seniority during the entire leave period. He or she shall retain and continue to accrue longevity for pay purposes for the first thirty (30) days of such leave. Flight Attendants on personal leaves of absences in excess of sixty (60) days shall be entitled to health benefits for the duration of the leave only upon reimbursement to the Company on a monthly basis of the full cost of such benefits at the applicable COBRA rate.
3. A Flight Attendant who seeks to return from a personal leave of absence prior to the expiration date of the leave may be permitted to do so if the operational needs of the Company permit.
4. Where the Company is able to provide only a limited number of leave days, leaves of absences shall be granted in seniority order. However, the Company may use its discretion at any time to grant a leave of absence to a Flight Attendant in an emergency situation or in a situation where the Vice President of Inflight or her designee and the Union agree that granting such a leave is appropriate.

B. Family Medical Leave of Absence

1. A Flight Attendant who has completed twelve (12) months of service with the Company, and who has maintained a minimum of 520 credit hours during the previous twelve (12) months, may take up to:
  - a. One (1) year of continuous unpaid leave for the birth or adoption of a child;
  - b. One (1) year of unpaid leave for care of a spouse, child or parent with a serious health condition; and
  - c. One (1) year of continuous unpaid leave for care of the Flight Attendant's own serious medical condition.
2. The Company shall at all times remain in compliance with the requirements of the Family Medical Leave Act of 1993, as amended, including intermittent FMLA, as those provisions apply to the Company.
3. The Company may require a Flight Attendant to provide reasonable advance notice of intent to take FMLA leave, if practicable. The Company may also require the Flight Attendant to provide medical certification of the need for the

applicable leave, reasonably periodic reports of the applicable medical status, and notice of intent to return from leave. Medical information shall be kept confidential.

4. A Flight Attendant's health benefits shall continue for the first ninety (90) days of the leave set forth above at the same benefit level and cost as if the Flight Attendant were not on leave. A Flight Attendant on FMLA leave in excess of ninety (90) days shall be entitled to health benefits for the duration of the leave only upon reimbursement to the Company on a monthly basis of the full cost of such benefits at the applicable COBRA rate.
5. A Flight Attendant who ceases to perform flight duties pursuant to paragraph B.1. above may, at his or her option, take any accumulated sick leave and accrued vacation prior to beginning unpaid leave.
6. A Flight Attendant on FMLA leave shall retain and continue to accrue bid seniority for the entire leave period. He or she shall retain and continue to accrue longevity for pay purposes for up to ninety (90) days.

C. Medical Leave of Absence

Upon written request to a Company designated representative accompanied by satisfactory medical evidence of his or her serious medical condition, a Flight Attendant who is not on probation and is unable to perform the duties of his or her position on account of illness or injury and who does not qualify for FMLA pursuant to paragraph B.1.c., above, or who has exhausted the FMLA pursuant to paragraph B.1.c., above, and who has also exhausted his or her sick leave bank will be granted an unpaid medical leave of absence not to exceed a continuous period of forty-two (42) months and will be entitled to accrue seniority as if he or she were on FMLA. A medical leave of absence under this paragraph shall run concurrently with FMLA.

D. Maternity/Newborn Leave of Absence

1. A pregnant Flight Attendant shall be permitted to continue in service until a physician certifies she is unable to fulfill her duties. If she is certified as unable to fulfill her duties, she will be granted a Maternity Leave of Absence.
2. A Flight Attendant may take up to one (1) year of unpaid leave upon birth or adoption of a child. Any leave provided for by law shall run concurrently with the Newborn Leave of Absence.
3. A Flight Attendant's health benefits shall continue for the first ninety (90) days of the Maternity/Newborn leave set forth above at the same benefit level and cost as if the Flight Attendant were not on leave. A Flight Attendant on Maternity/Newborn leave in excess of ninety (90) days shall be entitled to health benefits for the duration of the leave only upon reimbursement to the Company on a monthly basis of the full cost of such benefits at the applicable COBRA rate.

E. Workers' Compensation Leave

1. In the event an illness or injury occurs that results in Workers' Compensation

benefits, the Company shall remain in compliance with applicable law.

2. Workers' Compensation Leave shall not run concurrently with an FMLA leave of absence.
3. A Workers' Compensation Leave shall be approved based upon proper medical certification and timely completion of required documentation up to a maximum of forty-two (42) months. Medical recertification from an approved physician may be requested at reasonable intervals.
4. Following a Workers' Compensation illness or injury, verified with proper medical documentation, which is caused by an aircraft accident as defined as an occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage, the Company shall provide:
  - a. Bid period guarantee protection for the remainder of the bid period in which the illness or injury occurs;
  - b. Bid period guarantee protection for the following next bid period;
  - c. Such protection shall be determined based on the difference between the bid period guarantee and the Workers' Compensation benefit received by the Flight Attendant;
  - d. Continued health benefits for the duration of the leave at the same benefit level and cost as if the Flight Attendant were not on leave.
  - e. The maximum duration for a Worker's Compensation leave under this paragraph is forty-two (42) months.
5. A Flight Attendant on Workers' Compensation leave shall continue to receive health benefits for one (1) year at the same benefit level and cost as if the Flight Attendant were not on leave. A Flight Attendant on Workers' Compensation leave in excess of one (1) year shall be entitled to health benefits for the duration of the leave only upon reimbursement to the Company on a monthly basis of the full cost of such benefits at the applicable COBRA rate.
6. Longevity for pay and benefit purposes and bid seniority shall be retained and accrued.
7. When a Flight Attendant is absent from work because of an occupational injury or illness for which he or she received Workers' Compensation payments from the applicable state or payments as provided in the Federal Longshoremen's and Harbor Workers' Act, the Flight Attendant may use his or her accrued vacation and/or accrued sick leave credit to supplement the benefit not to exceed the applicable minimum bid period guarantee beginning with the date of illness or injury. Except for sick leave or vacation used to supplement his or her Workers' Compensation benefit during the period the Flight Attendant receives

compensation there shall be no deduction from the Flight Attendant's accrued sick leave or vacation bank(s).

8. For Workers' Compensation purposes, Flight Attendants engaged in international flying as defined in this Agreement shall be provided the benefits of all the provisions of the Federal Longshoremen's and Harbor Workers' Act in effect at the time of the occurrence which gives rise to the claim for benefits.
9. A Flight Attendant may be required to perform Light Duty while on Workers' Compensation Leave pursuant to the following:
  - a. A Flight Attendant who performs Light Duty will not be required to spend more days in the month performing Light Duty than he or she would have flown. The Company will use the Flight Attendant's bid awards in the last three (3) months of active service to determine the average number of days off. A Flight Attendant will not be required to perform more than eight (8) hours of Light Duty in a day.
  - b. A Flight Attendant will not be required to travel outside of the metropolitan area in which he or she resides to perform the Light Duty assignment.
  - c. A Flight Attendant will be permitted to attend physicians' appointments and physical therapy during the day(s) in which he or she performs a Light Duty assignment. Such Flight Attendant will attempt to schedule these appointments so as to not conflict with the Light Duty assignment.

F. Military Leave of Absence

Unpaid Military Leaves shall be provided as required by law. Reemployment rights and benefits shall be governed by applicable statute. A Flight Attendant shall request leave to cover his or her anticipated absence. He or she shall provide to the Company written notice and a copy of the orders directing the military duty as soon as known to him or her.

G. Jury Duty Leave of Absence

When called for jury duty, a Flight Attendant shall be paid and credited for flights missed or reserve days missed at the applicable rate for each calendar day of jury duty served up to twenty (20) days. Jury duty leave pay shall be offset by any amount a Flight Attendant received from the court, excluding mileage and expenses. Claims for jury duty leave shall be made in writing. The Flight Attendant shall notify the Company of release from jury duty so that he or she can be placed back on flying status.

Upon request, the Company will write a letter to the Court requesting postponement of or excuse from the Flight Attendant's jury duty. Nothing herein shall preclude the Union from requesting additional paid time off for a Flight Attendant serving jury duty in excess of twenty (20) days.

H. Bereavement Leave of Absence

Bereavement leave to attend to matters resulting from a death in the immediate family of a Flight Attendant shall be granted for up to five (5) consecutive days. Additional unpaid leave may also be granted as provided in this section. For purposes of this paragraph, the immediate family is defined as spouse, domestic partner, children, step-children, parent, step-parent, brother, sister, step-brother, step-sister, parent-in-law, grandparent, and grandchild. The Company may grant bereavement leave for persons other than the Flight Attendant's immediate family. The Flight Attendant shall be paid and credited for flights missed or a reserve day missed at the applicable rate for each day of such leave.

I. Voluntary Time Off

1. At times, based upon current business needs, the Company may solicit Flight Attendants to accept voluntary time off with or without pay. The Company will designate whether such voluntary time off will be paid or unpaid (and the number of hours of pay available to volunteers). Such requests are generally for no more than thirty (30) days. Such requests will be made available to Flight Attendants in seniority order with the most senior Flight Attendant having the first right of refusal to any Company offered voluntary time off with or without pay. A Flight Attendant who is scheduled for training during the period of time off will be required to attend the training if failing to do so will cause the Flight Attendant to become de-qualified. Nothing herein shall preclude the Flight Attendant from taking the training at an earlier date if available and approved by the Company. The Flight Attendant will be paid for such training in accordance with Section 3. A Flight Attendant on voluntary time off may not bid for open trips or other paid assignments. The Company will post these offers electronically.
2. While on voluntary time off with or without pay, a Flight Attendant shall continue to accrue bid seniority, longevity and all benefits as if he or she were an active Flight Attendant. Additionally, he or she shall maintain all benefits available prior to the leave at the active employee rate.

J. General

1. Upon completion of an approved leave of absence, the Company shall reinstate the Flight Attendant, subject to requalification, to the job classification and base held prior to the start of the leave.
2. A Flight Attendant on leave of absence, whose seniority is such that he or she would have been furloughed had he or she not been on leave of absence, shall promptly be notified that his or her rights under the Agreement have been changed to those of a furloughed Flight Attendant. If there is a subsequent expansion in service, such Flight Attendant, if his or her seniority warrants, shall be recalled or shall again revert to leave of absence status with the accompanying rights and obligations of this Section.
3. During Requalification Training or Recurrent Training (Annual Recertification) after a leave of absence, a Flight Attendant shall receive training pay in accordance with Section 3.
4. Active payroll status, including benefits eligibility, shall begin on the first day after the expiration of a leave if the Flight Attendant is not required to undergo

Requalification or Recurrent Training (Annual Recertification).

5. a. When a Flight Attendant is required to undergo Requalification or Recurrent Training (Annual Recertification) upon return from a leave of absence, such Flight Attendant shall be placed on active payroll status upon completion of such Training.
- a. Flight Attendant returning from a leave of absence who requires Requalification or Recurrent Training will not be required to wait for more than twenty-one (21) days to begin the training upon expiration of the leave. Should the Company be unable to accommodate the twenty-one (21) day requirement, the Flight Attendant will be placed on active payroll status on the twenty-first (21<sup>st</sup>) day.
6. A Flight Attendant who fails to return to work at the expiration of a leave shall be considered as being on unauthorized leave and may be removed from the seniority list and administratively discharged.
7. A Flight Attendant on leave may engage in other outside employment provided that such employment does not present a conflict of interest as determined by the Vice President of Inflight or her designee.
8. The pass travel privileges of a Flight Attendant on a Military Leave, Bereavement Leave, Union Leave or Jury Duty Leave will be the same as if he or she were an active Flight Attendant. A Flight Attendant on another type of Leave of Absence who is medically cleared for air travel may request passes, on a case-by-case basis, and will not be unreasonably denied. The Vice President of Inflight or her designee will review pass travel requests and the approval or denial will be made, in writing, with a copy to the MEC President, or designee.

K. Civic Duty Leave

A Flight Attendant who attends a legal proceeding at the request of the Company shall have his or her trip(s) dropped with pay and credit. Nothing herein shall preclude a Flight Attendant from agreeing to do so on his or her day(s) off, in which case he or she will receive pay and credit at the minimum daily rate for each day(s).

A Flight Attendant who otherwise needs to attend a legal proceeding will have his or her trip(s) dropped without pay and credit, providing sufficient documentation has been supplied to his or her Inflight Base Manager.

## SECTION 14 MEDICAL EXAMINATIONS

### A. Requirements

An employee shall not be required to submit to any Company medical examinations in excess of one (1) in any twelve (12) month period without the employee's consent unless it is apparent that his or her health or medical condition is seriously impaired, in which case the employee's personal physician shall be furnished a copy of the Company's medical examiner's report, when so requested in writing by the employee. The cost and expense in obtaining a medical examination required by the Company will be borne by the Company. All examinations will be conducted at the Flight Attendant's area of residence whenever possible. This provision does not take precedence over statutes, requirements or rights as outlined under State Worker's Compensation laws or Federal statutes.

### B. 1. Flight Attendants Considered Medically Unfit for Duty

The term "medically unfit" as used herein means a prognosis or finding by the Company that the Flight Attendant is, and will continue to be, disabled with limitations which will preclude the Flight Attendant from performing the duties of a Flight Attendant for a period of time which will exceed the period for a medical leave of absence per Section 13.C. A Flight Attendant who has been found by the Company to be medically unfit to perform the duties of a Flight Attendant shall be administratively dismissed subject to the provisions outlined below. The Company shall inform the Flight Attendant and the AFA MEC of its findings and its intent to administratively dismiss the Flight Attendant, by Certified Mail, Return Receipt Requested.

#### 1. Independent Medical Examination

- a. In the event the Company's physician considers that an employee does not meet the medical requirements of the job as determined by the Company, or in the event the Company's physician considers that an employee meets the medical requirements of the job as determined by the Company, and in either event the employee's physician has made a contrary determination, the employee shall have fourteen (14) calendar days from the date he or she is notified of the contrary determination, to elect to have a third party impartial physician who specializes in the treatment of the medical condition at issue make a determination resolving the contrary determination.
- b. If the employee elects a third impartial physician to make such a determination, a third impartial qualified physician will be selected. The Company shall submit a list of no more than three (3) qualified board certified (in the appropriate specialty) examiners to the employee's physician. The physician shall pick one of the panelists or submit to the Company a list of no more than three physicians for review by the Company Medical Provider. Pending review by a third impartial physician, the employee shall remain in his or her current status.

- c. The decision of the third impartial physician will determine the employee's ability to meet the medical requirements of the job (i.e. whether the employee should return to work or not return to work) and shall be final and binding upon the Company and the employee. For Flight Attendants, the decision of the third impartial physician will determine the employee's ability to meet the medical requirements of the job (i.e. whether the employee shall return to work or not return to work) or determine whether or not the employee is permanently unfit to return to work under the terms of this Agreement. The third impartial physician's determination shall be final and binding upon the Company and the employee on the issue submitted.
- d. The parties agree that if the third impartial physician determines that the employee has continuously met the medical requirements of the job as determined by the Company, and the Company has held that employee out of service pending this determination, the employee will be reinstated and paid for sick pay or wages, as appropriate. If, however, the employee has held himself or herself out of service pending this determination, the employee will receive no back pay for the time period that the third impartial physician determines that the employee should have been in service for the Company. In the event the third impartial physician determines that the employee is unable to return to work and should remain on medical leave, the employee shall be returned to his or her medical leave status. The expense of the employee's physician will be borne by the employee; the expense of the Company's physician will be borne by the Company; and the expense of the impartial physician will be borne by both parties.

C. Employee/Company Rights

Any information obtained by or as a result of a Company medical examination shall be confidential between and/or among the doctor, the employee, and those supervisory and administrative personnel concerned with the employee's medical condition. The above notwithstanding, there is no intent to restrict the use of medical information necessary to arrive at a correct medical diagnosis or to interfere with the processes of this selection or the grievance sections of this Agreement, or to interfere with or prevent investigations required in legal processes.

**SECTION 15**  
**FILLING OF VACANCIES OR TRANSFERS**

A. Voluntary Transfers

1. A Flight Attendant who has completed his or her probationary period is eligible to request a base transfer.
2. Each bid period the Company shall electronically post all known vacancies which will be open for transfer. Vacancies which occur after posting and before transfer awards are made shall also be processed.
3. A Flight Attendant desiring to transfer to a different base must submit an electronic bid before the tenth (10th) of each month stating the base(s), in order of preference, to which he or she desires to transfer. A Flight Attendant who is not awarded a transfer must submit a new transfer request before the tenth (10th) day of any calendar month. The electronic bidding procedure must provide a method of insuring that the bid has been submitted and for printing the bid and submission confirmation.
4. By the fifteenth (15<sup>th</sup>) day of each calendar month, all transfers shall be posted and shall be effective the first day of the month two (2) months following the month of the transfer award posting.

*Example: A Flight Attendant submits a transfer request on December 5, 2002. The bid closes on December 10, 2002. The award is posted on December 15, 2002. The transfer is effective January 31, 2003.*

5. Transfers shall be awarded in system seniority order. Changes to or withdrawals of a transfer request are not allowed after the tenth (10th) of the calendar month in which the transfer request is submitted. A Flight Attendant may request release from the transfer due to a hardship if approved by the Vice President of Inflight or her designee. Transfer awards shall be posted at each base.
6. After the transfer process outlined in A.3. and D.2. is complete, the Company shall process mutual base transfer requests, in order of system seniority, between bases which have no vacancies.

*Example: A Flight Attendant in DTW bids to transfer to ACY where no vacancies exist. A Flight Attendant in ACY bids to transfer to DTW where no vacancies exist. The Company shall transfer the Flight Attendants.*

7. A Flight Attendant awarded a base transfer is precluded from further voluntary base transfers for four (4) months. The Company may waive this restriction due to extenuating circumstances. A Flight Attendant who voluntarily transfers from one base to another shall retain the amount of vacation time awarded but shall not retain his or her previously selected vacation periods. The Flight Attendant shall be required to rebid vacation based on open vacation periods. A displaced Flight Attendant shall retain his or her previously selected vacation periods.
8. Subject to operational needs, the Company and the Flight Attendant shall

coordinate the scheduling of a duty free period in which to accomplish the move as a result of a voluntary transfer. In the event that a previously scheduled trip falls within the moving period the Flight Attendant may do the following:

- a. Trade the trip.
- b. Drop the trip(s) as provided for in Section 8, Scheduling.
- c. Drop the trip(s) and sit reserve during another part of the bid period to make up for the lost time.
- d. Use earned vacation time and/or personal day to compensate for the value of the missed trip(s).

B. New Base Hire Assignments

1. When hired, a Flight Attendant candidate shall be assigned to a base. All transfers shall be awarded in accordance with Section 15.A. prior to the assignment of a new hire Flight Attendant.
2. A new hire Flight Attendant shall not be eligible to transfer until completion of his or her probationary period.
3. After graduation, a Flight Attendant shall be allowed a total of four (4) days with pay to relocate prior to being assigned to duty. These four (4) days shall include one (1) day for travel to his or her base.

C. Base Locations

The Company shall advise the MEC President in writing as soon as possible, but in no case fewer than sixty (60) days' notice, before closing a Flight Attendant base. In the case of establishing a new base, the Company shall provide sixty (60) days' written notice when practicable. The recommendations of the Union shall be considered by the Company before making changes in the location of, or significant reductions to, the staffing levels in bases.

D. Displacements

1. When a base is closed, or a Flight Attendant is displaced from his or her base for any reason, he or she shall have the opportunity to displace the most junior Flight Attendant at the base of his or her choice, provided that he or she has greater system seniority than such Flight Attendant. Notwithstanding this voluntary displacement, a more senior Flight Attendant may elect to accept the displacement and the attendant provisions of the Agreement (e.g., moving expenses, moving days, etc.) by notifying the Company within ten (10) days after the displacement is announced. A Flight Attendant shall be given forty-five (45) days' notice of displacement from a base, or as required by law.
2. A Flight Attendant displaced from a base by a reduction in force or involuntary furlough shall be afforded an opportunity to fill future open positions in that base in system seniority order, before any other applicant not so displaced or

furloughed. Such opportunity shall be afforded for up to five (5) years from the date of first opportunity for return utilizing eligible seniority.

3. A Flight Attendant who is displaced shall be awarded three (3) consecutive days off to find a place to live in the new base and upon actual settling be awarded five (5) consecutive days off, to move to the new base. The Flight Attendant shall notify the Vice President of Inflight or designee of the days requested and, subject to operational needs, he or she shall be released from duty. The Flight Attendant shall be pay protected for any time lost as a result of these days.

*Example: A Flight Attendant has been awarded June 5<sup>th</sup> - 9<sup>th</sup> for the purpose of moving. She was originally scheduled to work two 3-day trips beginning on June 4<sup>th</sup> and June 8<sup>th</sup>. She will be pay-protected for her trips missed on June 5<sup>th</sup>, 6<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup>.*

**Moving Days**

4	5	6	7	8	9	10	11
Trip	Trip	trip		trip	trip	trip	

In the event that an originally scheduled trip(s) falls outside of the moving period (e.g., June 4<sup>th</sup> and 10<sup>th</sup> above), the Flight Attendant may do the following.

- a. Forfeit the value of the trip for that day(s);
  - b. Elect time recoverable status for that day(s);
  - c. Use earned vacation time and/or personal day to compensate for the value of the day(s); or
  - d. If possible, work the remaining portion of the originally scheduled trip(s).
4. A Flight Attendant who is displaced shall be allowed one day of travel for each four hundred (400) AAA miles or fraction thereof for the most direct route between the Flight Attendant's former base and newly assigned base.

**E. Temporary Assignment**

1. A temporary assignment is an assignment to a vacancy which is anticipated to last fewer than one hundred twenty (120) days. It may be at an established base or at any other location.
2. Any vacancy of one hundred twenty (120) days or more, or which has existed for more than one hundred twenty (120) days, shall be considered a permanent opening and moving expenses and applicable provisions shall apply.
3. Temporary assignments shall be awarded or assigned for no longer than one (1) bid period unless otherwise agreed upon by the Company and the Union.

4. Temporary assignments shall be electronically posted. The number of Flight Attendants required, the equipment type to be used and the type of flying shall be outlined in the bid package. Flight Attendants bidding for the temporary position should also submit a secondary monthly bid in their permanent base. The electronic bidding procedure must provide a method of insuring that the bid has been submitted and for printing the bid and submission confirmation.
5. Temporary assignments shall be awarded in system seniority and assigned in inverse order of system seniority, unless there are staffing requirements which necessitate using Flight Attendants from a specific base or bases.
6. The Company shall provide transportation in accordance with standard policies for positioning of crews in order to begin and end the temporary assignment. If a Flight Attendant requests, the Company may, subject to cost considerations, pay for the movement of a vehicle from his or her residence or base at the beginning of the assignment and for the return at the conclusion of the assignment. Payment shall be made as outlined in Section 17 of this Agreement.
7. The Company shall provide hotels and per diem for each calendar day assigned to the temporary position, excluding any calendar days in which he or she is on vacation or he or she returns to his or her home or base. The Flight Attendant must notify Crew Scheduling of the day(s) on which he or she returns to his or her home or base.
8. Other reasonable actual expenses related to the temporary assignment shall be paid with prior approval from the appropriate supervisor and shall be substantiated with receipts. Examples of "other reasonable expenses" include, but are not limited to, internet service (if not provided free of charge), dry cleaning, laundry, transportation to/from the grocery store (if not provided by the hotel) and business center expenses related to Flight Attendant duties.

**SECTION 16  
FURLOUGH AND RECALL**

A. Involuntary Furlough

1. The Company shall notify the Union prior to official announcement and implementation of a furlough of Flight Attendants.
2. In the event of a furlough, a Flight Attendant will be furloughed in inverse order of system seniority. A Flight Attendant will receive confirmation by a form of delivery that provides a receipt at his or her last filed address.
3. The Company will provide at least thirty (30) days' notice of furlough (unless more notice is required by law) or pay in lieu thereof for each day the notice is less than thirty (30) days, except in the case of act of God, war emergency, revocation of operating certificate, or FAA grounding of a substantial number of Company aircraft.
4. A Flight Attendant on furlough for fewer than ninety (90) days shall retain all eligible benefits as outlined in Section 18 Benefits and will continue to accrue longevity for benefit purposes.
5. A furloughed Flight Attendant shall retain all seniority and longevity accrued prior to the time of furlough for a period not to exceed six (6) years. He or she shall continue to accrue bid seniority while on furlough. At the time of furlough, a Flight Attendant must provide proper contact information to the Inflight Department.
6. A Flight Attendant who remains on furlough at the end of six (6) years from the effective date of furlough shall be released from employment with the Company and his or her name will be deleted from the Flight Attendant System Seniority List.
7. A Flight Attendant on furlough shall retain the same medical, dental and life insurance on the same terms and at the same Flight Attendant contribution rates as Flight Attendants on active status for 90 days and on-line space available pass privileges for one year.
8. A Flight Attendant who, at the time of the furlough, has completed the probationary period may elect to be paid for all vacation earned and accrued as of the date of the furlough.

B. Voluntary Personal Furlough (VPF) Program

1. Voluntary Personal Furlough shall be offered prior to an involuntary furlough of Flight Attendants. VPF will be administered on the same basis as an involuntary furlough (notice, furlough letter, etc.)
2. The Company shall determine specific time periods and target numbers available by base. At the conclusion of the specified voluntary furlough period, the Flight Attendant may bid for an extension of the voluntary furlough period if an additional period is available, or return to duty.

3. In the event of VPF being offered prior to an involuntary furlough, to be eligible for VPF a Flight Attendant must have more favorable seniority than those Flight Attendants who are to be involuntarily furloughed.
4. VPF will be awarded by system seniority.
5. A Flight Attendant on VPF shall retain all seniority and longevity accrued prior to the time of VPF for a period not to exceed six (6) years. He or she shall continue to accrue bid seniority while on VPF. He or she shall continue to accrue longevity for ninety (90) days from the date of VPF. At the time of VPF, a Flight Attendant must provide proper contact information to the Inflight Department.
6. A Flight Attendant on VPF shall retain applicable employee insurance and travel benefits and must continue to pay any employee portion of such benefits during the voluntary furlough period.
7. A Flight Attendant on VPF may be recalled prior to the announced end date by the procedures outlined in Section 16. However, VPF Flight Attendants shall be recalled after all Flight Attendants on involuntary furlough have been recalled.

C. Recall

1. Flight Attendants will be recalled in order of system seniority, involuntarily furloughed first, then those Flight Attendants on VPF as outlined below.
2. A written recall notice shall be sent to each Flight Attendant entitled to recall by a form of delivery that provides a receipt, to the last address provided by the Flight Attendant. The recall notices will be mailed from each base, as appropriate, and the date of notice of recall will be the same as the actual date of mailing. A Flight Attendant shall be given a minimum of fifteen (15) days from the date of recall notice to return to duty. He or she must notify Inflight Services within seven (7) days of receipt of the written recall notice of his or her response to recall. It is the Flight Attendant's responsibility to keep the Company informed of his or her correct address and telephone number.
3. If the Company is unable to contact a furloughed Flight Attendant for recall or if the Flight Attendant does not notify Inflight Services of his or her response to recall by the deadline date, the Company will consider the Flight Attendant to have deferred recall. He or she will not be eligible for reassignment to duty until the next recall order is issued.
4. A Flight Attendant returning from furlough shall be placed on the payroll for a minimum of sixty (60) days. Such Flight Attendants may decline recall provided that there are Flight Attendants with less seniority on furlough status. The method of recall is as follows:
  - a. The Company will go through the entire furlough list in order of seniority to the point where enough furloughed Flight Attendants accept recall to fill the Company's needs.

- b. Should the Company go through the entire System Seniority List and not obtain the required number of Flight Attendants, the Company will then recall in the reverse order of system seniority, advising each Flight Attendant that he or she must accept said recall or risk loss of employment.
  - c. If a Flight Attendant is recalled, and there are no Flight Attendants with less seniority on furlough status, and the Flight Attendant is unable to return to active duty due to a medical reason, he or she may apply for medical leave. If the Flight Attendant was on a medical leave prior to the furlough, the time spent on leave at the time of the furlough shall be considered as time towards the maximum amount of medical leave. Medical certifications and proper documentation for a medical leave are required.
- 5. A Flight Attendant who is furloughed prior to completion of his or her probationary period shall complete the balance of the probationary period upon return to active status.
  - 6. A Flight Attendant who remains on furlough shall retain recall rights for up to six (6) years from the date of furlough and thereafter shall be released from employment. He or she may be eligible for rehire by the Company.

## **SECTION 17 MOVING EXPENSES**

### **A. Qualifying for Expenses**

The moving expenses set forth in this Section shall be reimbursed to a Flight Attendant who is required by the Company to change base locations as a result of the following:

1. A Flight Attendant displaced from a base due to a base reduction, base closure or as outlined in Section 15.D.1., Filling of Vacancies.
2. A Flight Attendant who has been recalled from an involuntary furlough to a base other than the base from which he or she was involuntarily furloughed.
3. A Temporary Assignment which is extended in accordance with Section 15.E.2.
4. The Company shall pay moving expenses under this Section for the exclusive purpose of a move from a previous base to the new base or from the Flight Attendant's residence to the new base, whichever is shorter. The new base shall be defined as a location within a reasonable distance from the airport, or any other location approved by the Vice President of Inflight or designee.

### **B. Relocation**

A Flight Attendant's former base must be at least fifty (50) AAA miles from the new base before he or she is entitled to moving expenses.

### **C. Allowable Expenses**

1. Reasonable and actual moving expenses shall be reimbursed by the Company up to a maximum of four thousand five hundred dollars (\$4,500.00). All expenses directly related to the move are covered. Covered moving expenses include the following items:
  - a. Moving expenses for moving household and personal effects, including the cost of packing, crating, unpacking, boxes and utility, power, cable and telephone initial connection charges, excluding deposits.
  - b. Temporary storage up to thirty (30) days.
  - c. Insurance coverage for moving of personal and household effects.
  - d. Expenses for either driving or shipment for one (1) personally owned automobile may be submitted. If an automobile is driven, mileage shall be paid based on the most direct AAA miles from point of origin to point of destination. Mileage costs shall be reimbursed at forty-four and one half cents (\$.445) per mile for one vehicle or at a rate no less favorable than any other employee group, whichever is greater. Hotels may be utilized enroute to the new base location.

- e. Reasonable enroute expenses, substantiated by receipt, for a Flight Attendant and his or her family members incurred for meals and lodging.
  - f. Any other expense which has received prior approval from the Vice President of Inflight or designee.
2. All covered moving expenses must be substantiated by receipts in order for payment to be made to the Flight Attendant. Covered moving expenses up to an amount of one thousand dollars (\$1,000) do not require receipts. To the extent that receipts are not provided for covered moving expenses up to one thousand dollars (\$1,000), payment for those receipts shall be treated as taxable income in accordance with IRS regulations.
  3. Upon request, the Company shall advance up to one thousand dollars (\$1,000) for allowable moving expenses for Company paid moves. Such advance requests must be made at least ten (10) days prior to the relocation and must subsequently be reconciled within thirty (30) days of the advance with proper receipts for covered expenses except as provided for in Paragraph C.2. above. All advances must be approved by the Vice President of Inflight or designee.
  4. Moving expenses must be incurred within one (1) year of the effective date of transfer. Such year may be extended by the Vice President of Inflight or designee in individual situations where extenuating circumstances warrant such an extension. A Flight Attendant shall submit all receipts within ninety (90) days after the date that the charge was incurred and the moving expenses will be reimbursed, via direct deposit, within twenty (20) days of receipt submission.
  5. Forfeited security deposit of rent shall be reimbursed when substantiated by lease or other documentation via direct deposit within twenty (20) days of submission.
  6. A Flight Attendant who does not have direct deposit will receive his or her reimbursement via trackable delivery, mailed/shipped within twenty (20) days of submission of receipts.

**SECTION 18  
BENEFITS**

A. Health Benefits

Flight Attendants currently enrolled in existing health care plans in place on the effective date of this Agreement will be permitted to continue to participate in those plans until December 31, 2016. Flight Attendants whose benefits eligible date is after the effective date of this Agreement will be eligible to enroll in the plans identified below. Effective January 1, 2017, the Company shall offer all Flight Attendants the following plans which will remain in effect for the duration of this Agreement, except as may otherwise be agreed to in writing by the parties to this Agreement. Nothing in this Section shall prevent the Company from changing insurance carriers or improving current insurance benefits. In the event that the Company desires to change the Plan Provider, the Company will notify the Union in advance and ensure there is no significant disruption in the network. Enrollment in the health care plans provided below will include dental coverage.

1. The Flight Attendant POS Plan, as described in the United Healthcare POS Choice Plus Plan B Summary Plan Description and Express Scripts Summary Plan Description, in effect on the date of ratification except for the following:

<b>PPO Plan</b>		
	In-Network	Out-of-Network
<b>Deductible (annual)</b>		
Individual	\$250	\$750
Family/ EE +1	\$750	\$1,750
Co-Insurance	90%	65%
<b>Coinsurance Limit</b>		
Individual	\$500 (Year 5+ \$750)	\$2,250
Family / EE +1	\$1750 (Year 5+ \$2250)	\$7,250
<b>Annual Out-of-Pocket Maximum*</b>		
Individual	\$750 (Year 5+ \$1000)	\$3,000
Family / EE +1	\$2500 (Year 5+ \$3000)	\$9,000
<b>Office Visits</b>		
Office Visits	\$20 co-pay (deductible waived)	65% after deductible
<b>Special office visits (non-surgical)</b>		
Special office visits (non-surgical)	\$40 co-pay (deductible waived)	65% after deductible
<b>Emergency room</b>		
Emergency room	\$200 co-pay after deductible	\$200 co-pay after deductible

	(co-pay waived if admitted)	(co-pay waived if admitted)
Urgent Care	\$25 co-pay (deductible waived)	65% after deductible
Hospital-inpatient	90% after deductible	65% after deductible
Hospital-outpatient	90% after deductible	65% after deductible
<b>Routine Preventive Services (As defined by the ACA)</b>		
Wellness	100%	65% after deductible
Immunizations	100%	65% after deductible
Mammography/ Colonoscopy	100%	65% after deductible

<b>PPO Prescription Plan*</b>			
<b>Tier Level</b>	<b>Retail Up to 30 day supply</b>		<b>Mail Order: Up to a 90 day supply</b>
	Network	Non-Network	Network
Generic Drugs	\$10 after deductible	50% of cost and \$10 copay after deductible	\$20 after deductible
Formulary Brand Drugs	\$25 after deductible	50% of cost and \$25 copay after deductible	\$50 after deductible
Non Formulary Brand Drugs	\$40 after deductible	50% of cost and \$40 copay after deductible	\$80 after deductible
Specialty Drugs	50% to a max of \$300 after deductible	Not covered	50% to a max of \$500 after deductible

\* Prescription Drug costs apply to the Annual Out of Pocket Maximum and to the deductible.

2. The High Deductible Plan with HSA, as described in the Spirit Airlines Choice Plus with HSA Summary Plan Description and Express Scripts Summary Plan Description, in effect as of date of ratification except for the following:

<b>High Deductible Plan with HSA</b>		
	In-Network	Out-of-Network
<b>Deductible (annual)</b>		
Individual	\$2,500	\$5,000
Family	\$5,000	\$10,000
<b>Co-Insurance</b>	90% Tier 1/ 80% Tier 2	50%
<b>Coinsurance Limit</b>		
Individual	\$2,500	\$5,000
Family	\$5,000	\$10,000

Annual Out-of-Pocket Maximum*	No individual within a family is responsible for more than \$6,550/calendar year	
Individual	\$5,000	\$10,000
Family	\$10,000	\$20,000
<b>Office Visits</b>		
Office Visits	Applicable Coinsurance after Deductible	50% after Deductible
Special office visits (non-surgical)	Applicable Coinsurance after Deductible	50% after Deductible
Emergency room	90% Coinsurance after Deductible	90% Coinsurance after Deductible
Urgent Care	Applicable Coinsurance after Deductible	50% after Deductible
Hospital-inpatient	90% Coinsurance after Deductible	50% after Deductible
Hospital-outpatient	90% Coinsurance after Deductible	50% after Deductible
<b>Routine Preventive Services (As defined by the ACA)</b>		
Wellness	100%	50% after Deductible
Immunizations	100%	50% after Deductible
Mammography / Colonoscopy	100%	50% after Deductible
<b>COMPANY HSA FUNDING</b>		
	Year 1- \$1,750 Single	\$3,500 Family
	Year 2 - \$1,500 Single	\$3,000 Family
	Year 3+ -\$1,000 Single	\$2,000 Family

<b>High Deductible with HSA Prescription Plan*</b>			
<b>Tier Level</b>	<b>Retail Up to 30 day supply</b>		<b>Mail Order Up to a 90 day supply</b>
	Network	Non-Network	Network
Generic Drugs	\$10 after deductible	50% of cost and \$10 copay after deductible	\$20 after deductible
Formulary Brand Drugs	\$25 after deductible	50% of cost and \$25 copay after deductible	\$50 after deductible
Non Formulary Brand Drugs	\$50 after deductible	50% of cost and \$50 copay after deductible	\$100 after deductible
Specialty Drugs	50% to a max of \$300 after deductible	Not covered	50% to a max of \$600 after deductible

\* Prescription Drug costs apply to the Annual Out of Pocket Maximum and to the deductible.

3. Medical and Dental Benefit Plans shall be made available to Flight Attendants after completion of ninety (90) days of employment with the Company.
4. Flight Attendants participating in the Company's Health Care Plans shall pay the following premiums and annual premium increases will be limited as set forth below:

a. **Premium per pay period for PPO Plan:**

<u>Employee only</u>	<u>Employee +1</u>	<u>Family</u>
\$40	\$200	\$390

b. **Premium per pay period for High Deductible w/HSA Plan**

<u>Employee only</u>	<u>Employee +1</u>	<u>Family</u>
\$8.93	\$114.78	\$292.78

c. **Annual increase to premiums:** lesser of 1) Company-projected percentage increase in cost of plan; or 2) 6%.

5. The Company will offer a voluntary, employee-paid vision plan.
6. Benefits Accrual Threshold

A Flight Attendant who voluntarily drops below four hundred and thirty-two (432) block hours (including vacation) by dropping a trip(s) into open time or trading with another Flight Attendant will not be eligible for Company funded health insurance for the following plan year. The four hundred and thirty-two (432) block hour limitation will be reviewed on a 12-month look-back basis from October 1 of the previous year to September 30 of the current year.

B. Retirement Saving Plan (401(k))

1. Flight Attendants shall be eligible to participate in the Company's 401(k) plan after sixty (60) day waiting period from their Company Date of Hire. A Flight Attendant may enroll at the beginning of each month.
2. A Flight Attendant may contribute up-to the maximum deduction as provided for by law. Salary deferrals and Company contributions will be deposited no later than the seventh (7<sup>th</sup>) business day following the month in which the Flight Attendant elective contributions were withheld or received by the Company. Flight Attendant contributions are totally vested immediately. The vesting schedule of the Company's matching contributions will remain as in effect on 12/20/12.
3. The Company shall match one hundred percent (100%) of the Flight Attendant's

first six percent (6%) contribution to his or her 401(k) on a monthly basis.

4. There shall be a Flight Attendant Representative on the 401(k) Advisory Committee.
5. The Company shall absorb all expenses of the Plan except for fees and/or charges related to individual accounts.
6. The Company shall provide the Union copies of all documents pertaining to the 401(k) Plan, including but not limited to the annual report, Form 5500, with all schedules, copies of all amendments and any restated 401(k) Plan documents.

C. Profit Sharing Plan

All Flight Attendants with one year of service shall be eligible for any Company Profit Sharing Program on a no less favorable basis than that of any other employee group.

D. Tuition Reimbursement

1. A Flight Attendant may receive tuition assistance under the Company tuition reimbursement program. This program shall not be diminished from the provisions in effect on 3/14/02.
2. A Flight Attendant may elect to obtain language proficiency from a pre-approved language program (e.g., accredited school, language immersion school, Berlitz, tutor, etc.) and may submit the cost of such training in accordance with the Company Tuition Reimbursement Program as outlined in the Employee Handbook. A Flight Attendant who obtains language proficiency paid by the Company shall commit to being designated as a Language Qualified Flight Attendant for a minimum of one year.

E. Life Insurance

The Company shall continue to provide twenty-five thousand dollars (\$25,000) in life insurance coverage and twenty-five thousand dollars (\$25,000) in accidental death and dismemberment insurance.

F. Long Term Disability Insurance

The Company shall provide the Flight Attendants with long term disability coverage on the same basis as any other employee group.

G. Travel Benefits

Flight Attendants and their immediate family shall be granted the same pass travel privileges including buddy passes as any other employee group and their families. Retired Flight Attendants and their immediate families are eligible for travel benefits on the same basis as other retirees in any other employee group. For the duration of this

Agreement, the Company will not reduce the number of buddy passes that Flight Attendants are currently eligible to receive.

**SECTION 19**  
**MISSING, INTERNMENT, PRISONER OR HOSTAGE OF**  
**WAR OR HIJACKING BENEFITS**

- A. Any Flight Attendant while in the service of the Company who becomes or is reported as a prisoner or hostage of war, MIA or who is hijacked while engaged in domestic and/or international flying as defined in this Agreement, shall be paid a salary that is equal to the average of his or her last six (6) months of credit or the minimum monthly guarantee, whichever is greater, including per diem and applicable premiums. This monthly compensation shall continue for up to twenty-four (24) months or until such Flight Attendant is released if prisoner, hostage of war or hijacked, or, if MIA, proof of death is established, for all purposes, whichever comes first. After proof of death is established, the Flight Attendant shall be entitled to the benefits provided for under Section 18 of this Agreement.
- B. The monthly compensation allowable under this Agreement to a Flight Attendant who becomes or is reported as a prisoner or hostage of war, MIA or who is hijacked shall be credited to such Flight Attendant on the books of the Company and shall be disbursed through direct deposit, unless the Flight Attendant has completed the form below with other instructions. A Flight Attendant whose pay is not directly deposited will continue to have a check mailed to his or her home unless he or she has completed the form with other instructions. The Company shall require each Flight Attendant hereafter employed to execute and deliver to the Company a written instruction in the form hereinafter set forth in this Section.
- C. Any payments due to any Flight Attendant under this Section which are not covered by a written direction as required shall be placed into an interest bearing account in the Flight Attendant's name at a savings institution of the Company's choice, and in the event of his or her death shall be paid to the legal representatives of his or her estate.
- D. Flight Attendants shall maintain and continue to accrue seniority and longevity during periods in which they, while in the service of the Company, become or are reported as a prisoner or hostage of war, MIA or hijacked while engaged in domestic and/or international flying as defined in this Agreement.

To: SPIRIT AIRLINES, INC.,

You are hereby directed to pay all monthly compensation allowable to me and any other benefits stipulated in this Agreement, while missing or resulting from death or any other conditions which cause direct payment to be impossible, under sections of the Agreement between Spirit Airlines, Inc. and its Flight Attendants, as represented by the Association of Flight Attendants-CWA, then in effect as follows:

\$ \_\_\_\_\_ per month to \_\_\_\_\_  
(Name) (Address)

as long as living, and thereafter to \_\_\_\_\_  
(Name)

\_\_\_\_\_ (Address)

as long as living, and thereafter to \_\_\_\_\_  
(Name)

\_\_\_\_\_ as long as living.  
(Address)

The balance, if any, and any amounts accruing after the death of all persons named in the above designations shall be held for me, or in the event of my death before receipt thereof, shall be paid to the legal representative of my estate.

The foregoing direction may be modified from time to time by letter addressed to the Company and signed by the undersigned, and any such modification shall be effective upon mailing of such letter by the undersigned.

WITNESSED

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Flight Attendant's Signature

\_\_\_\_\_  
Employee No.

## SECTION 20 SAFETY AND HEALTH

### A. Emergency Response

1. The Company shall include the MEC President or designee and the MEC Air Safety Chairperson on the Company's emergency response plan call list.
2. The Company shall notify the MEC President or designee as soon as possible any time a Flight Attendant is injured during the performance of his or her duties as a result of an incident or accident as defined by the National Transportation Safety Board (NTSB).
3. The Company shall notify the MEC President or designee as soon as possible of an incident or accident as defined by the NTSB. The Company shall also provide the Union with copies of Flight Attendant written reports of such incident or accident. These reports are to be considered as internal documents and are not for distribution.
4. The Company shall make every effort to obtain the necessary credentials required for Union access to an accident site involving Company aircraft. Appropriate Union officials shall be released from duty as necessary.

### B. Corporate Safety Committee

1. The Union may appoint one representative to the Company's Corporate Safety Committee. Such representative shall be invited to all meetings of the Safety Committee. Consideration will be given to any concerns of or recommendations made by the representative concerning the safety and health of Flight Attendants.
2. The MEC Safety Chairperson or Union qualified designee shall be invited to attend Company-FAA emergency evacuation demonstrations or partial demonstration of airplanes that the Company plans to operate.
3. The Company will not incur any expenses as a result of the Union attending Safety Committee Meetings unless expressly authorized by the Company.
4. The Company shall consider the recommendation of the AFA Safety Committee on all matters affecting the safety, health and security of Flight Attendants.

### C. General Safety

1. The Company shall notify Flight Attendants upon confirmation of any environmental hazard to which they may be exposed while on duty. Flight Attendants have the right to request any information that the Company considers necessary to identify existing or potential hazards.
2. The Company shall make every reasonable effort to standardize the configuration of safety or emergency equipment on each series of aircraft as appropriate, except when cabin structure changes are necessary.

3. The Company shall confer with the MEC President, MEC Safety Chairperson or designee before initiating a major change in class of service, galley or seating reconfiguration. The Union acknowledges this information is proprietary and confidential and that no such information designated by the Company as confidential may be disclosed to any person or entity. The Company shall notify the MEC Safety Chairperson and MEC President of a decision to add a new aircraft type for its fleet. Upon request, the Company shall meet and confer with the AFA Safety Committee members to discuss inflight safety concerns regarding the new aircraft type.
4. Material Safety Data Sheets for all chemicals used to clean, disinfect, exterminate, seal or otherwise treat aircraft interiors shall be available to the Union for review upon request. The Company will make available online the Material Safety Data Sheets for all chemicals to which Flight Attendants may be exposed while performing their duties.
5. The Company will continue to maintain zero tolerance for assaults and/or interference involving crewmembers.
6. Flight Attendants involved in special military flights will be briefed to the extent possible of the expectations of the exercise.
7. The Company will ensure that all passengers on IOM and/or Hadj flights have had all appropriate medical screening and that any necessary safeguards for Flight Attendants have been implemented. All such flights will first be put in open time, time permitting, with a notation that this is an IOM or Hadj flight. If there are no bidders through open time, the Company will then go to the standing volunteer list which is maintained specifically for these special flights. If there are no volunteers, then the Company may assign the pairing in inverse order of system seniority.
8. If a bomb threat or threat of similarly dangerous material is received by the Company, a Flight Attendant shall not be required to perform a bomb search or search a similarly dangerous material, other than in-flight, and shall not be required to remain on board an aircraft during search. Unless such search is performed in-flight, a Flight Attendant will not be required to complete the restoration of cabin furnishings after such a search.
9. The Company will notify the MEC President or designee as soon as possible upon receipt of information from the U.S. State Department and/or military regarding hostilities and/or political disruptions which may present a danger to the safety of Flight Attendants at stations into which they are required to fly. The Company will consult with the MEC President as to appropriate safeguards which have been implemented.
10. A Flight Attendant shall, upon request, be released from the remainder of his or her duty day if he or she has been involved in:
  - a. an aircraft accident as defined in this Agreement, or
  - b. a serious incident onboard a Spirit Airlines aircraft involving any of the

following:

- a. Serious injury to the Flight Attendant which prevents a Flight Attendant from performing his or her normal flight duties;
- b. Actual passenger evacuation of a Spirit Airlines aircraft involving the use of safety equipment;
- c. In-flight fire onboard a Spirit Airlines aircraft resulting in serious injuries to a Flight Attendant;
- d. A physical assault which results in injury and requires the assistance of local or federal law enforcement officers;
- e. Recognized decompression in the cabin of a Spirit Airlines aircraft resulting in injuries to the Flight Attendant;
- f. Severe turbulence resulting in serious injury to a Flight Attendant or substantial interior damage to the Spirit Airlines aircraft;
- g. Hijacking, seizure, or attempted seizure by actual or threatened force or violence of a Company aircraft on which the Flight Attendant was onboard; and/or
- h. Death onboard the aircraft if the Flight Attendant provided first aid or similar attempted life-saving measures, or was involved in an exposure incident involving a passenger's bodily fluid during an onboard medical emergency in which Medlink or equivalent is contacted, including but not limited to emergency life support procedure, severe airway obstruction and severe bleeding.

Under any of these circumstances, the Company may invoke its Critical Incident Review Policy. If appropriate, the Flight Attendant will be positioned to his or her base as soon as possible following debrief of the situation, if necessary, and any required participation in an agency or law enforcement investigation.

11. A Union-designated Flight Attendant shall be allowed to attend the first session of Flight Attendant recurrent training in the calendar year at which other management personnel attend in order to evaluate and offer suggestions for changes/improvements.
12. If a Flight Attendant is involved in a hijacking or otherwise incapacitated, the Company shall promptly notify the Flight Attendant's emergency contact listed with the Company. The Company shall provide positive space, on or off line, and reasonable lodging, free of charge, to the spouse/domestic partner or a member of the Flight Attendant's family/emergency contact, to and from the location of the Flight Attendant following an accident. In the case of the death of a Flight Attendant, the Company shall arrange for the timely return of the body to the location requested by the family.

D. Safety Information

The Company shall consider the recommendations of the AFA Safety Committee on all matters affecting the safety, health and security of Flight Attendants.

E. On-The-Job Injury (OJI) Report

The Company will provide the Union with a Flight Attendant on-the-job injury/illness report on a monthly basis. The report will contain the name of the Flight Attendant.

F. Accident/Serious Incident/Hijacking

1. Following an accident/serious incident/hijacking, Flight Attendants shall be provided with medical attention and hotel rooms, if necessary. In the event of acute illness while out of domicile, Flight Attendants shall have access to necessary medical treatment including transportation to point of service, if necessary.
2. In the event of any accident, if the Company is granted access to the crash site the Company shall endeavor to include the MEC Safety Chairperson or AFA qualified designee(s) among those granted access to the site.
3. The Company shall facilitate and expedite the arrival of the Union representatives to the crash site.
4. The Company shall release two (2) AFA designees from duty after an accident involving Company aircraft to participate in the investigation.
5. A Flight Attendant requested or required by the Company, government agency, or court of law to be interviewed or questioned regarding an accident or incident investigation involving a Company aircraft shall be released from schedule to do so and shall be furnished free, positive space transportation by the Company. If the Company, government agency, or court of law makes such a request, the Flight Attendant shall be pay protected.

**SECTION 21**  
**UNION ACTIVITIES, UNION SECURITY, AND DUES CHECK-OFF**

A. Bulletin Boards

The Company shall provide locked, glass enclosed bulletin boards in all Flight Attendant crew rooms at bases and co-terminals for the posting of all official AFA notices. Such notices shall be signed by authorized Union officials. Notices may not contain derogatory or inflammatory material with respect to the Company or its employees. Should the Company object to any posting, it shall immediately notify the Union. The Union shall promptly remove the item until the matter is resolved.

B. V-Files

1. For as long as the Company maintains the Flight Attendant v-file system in effect as of May 1, 2002, the LEC President, or designee, of each Flight Attendant base shall be allowed the use of the system for distribution of official Union bulletins, newsletters, and other Union notices or publications. Such material will not contain anything of a derogatory, defamatory or inflammatory nature with respect to the Company or its officers or employees.
2. In the event the Company implements an electronic v-file system, the MEC President or designee shall provide the Company the material in appropriate computer ready format, e.g., diskette, to be placed in the v-file prior to distribution. Should the Company object to the material to be distributed, it shall immediately notify the Union. The material shall not be distributed until the matter is resolved. The material to be placed in the electronic v-file system shall be input in a timely manner and maintained only by Company designated employees.

C. Flight Pay Loss

1. General
  - a. Requests for release from duty for official Union business shall be directed to the Vice President of Inflight or designee. Whenever possible, requests shall be made at least two (2) business days prior to the SAP for the period within which the requested release is to occur. All requests must be in writing from the MEC President or designee and include the requested release date(s).
  - b. The Company shall release Union designated Flight Attendants when staffing is adequate to cover all pairings. The Company shall plan monthly staffing needs taking into consideration the Union's requirements (i.e., known negotiations, arbitrations, board of directors' meetings, etc.). The Company shall reserve the right to cancel releases when necessitated by operational needs with at least forty-eight (48) hours' notice by calling the Flight Attendant on his or her primary and secondary numbers and leaving a message if the phone is not answered. For the purposes of canceled trip drops for Union business, the Flight Attendant

will be considered on Time Recoverable Status in accordance with Section 8.N.

- c. A Flight Attendant who loses scheduled flight time as a result of being released from flight duty to perform authorized Union business shall be credited and paid by the Company for the days of the trip missed or at a minimum daily rate of four (4) hours for reserve. A Flight Attendant on Union flight pay loss shall continue to accrue seniority and all benefits as if he or she had not been released from duty. The Flight Attendant shall be paid at least the minimum bid period guarantee by the Company, unless the Flight Attendant has lost credited time as outlined elsewhere in the Agreement (e.g., voluntary trip drops).
- d. A Flight Attendant released to perform authorized Union business shall be required to be available as outlined in Section 8, Scheduling, for any remaining days of the originally scheduled trip. The Company may assign the Flight Attendant to the remainder of the originally scheduled trip or to Time Recoverable Status. The Union shall not be charged for those days the Flight Attendant is on Time Recoverable Status. The Company shall invoice the Union only for the credited time lost for Union business.

## 2. Union Paid Flight Pay Loss

The Union shall be invoiced monthly for billable flight pay loss incurred by a Flight Attendant absent on authorized Union business, together with a fringe benefit override to offset payroll taxes and the Company's contribution to the Flight Attendant's benefits. The fringe benefit override shall be twenty-three percent (23%). The Union shall reimburse the Company by the reasonable due date of such invoice. Except for Company paid flight pay loss, credited time dropped by a Flight Attendant for Union business shall be billed to the Union using the base hourly rate applicable for the Flight Attendant times the credited time lost or four (4) hours per day for reserves.

## 3. Company Paid Flight Pay Loss

The Company shall not bill the Union for flight pay loss for the first sixty (60) hours per month of trips dropped.

## D. Initial Training

A meeting limited to one (1) hour shall be built into the initial training curriculum to be held during classroom hours at the training facility to enable a representative of the Union to address each Flight Attendant training class concerning the structure of the Union, dues, qualification requirements for obtaining membership and contractual discussions. This meeting shall be scheduled by the Company with the input of the Union. An instructor or other representative of the Company may attend this meeting. All new hires shall be provided a copy of the Agreement during initial training. The Union will be permitted an additional hour with the new hire Flight Attendants on graduation day, either before or after the graduation.

## E. Locked AFA Boxes

Locked boxes marked "AFA" may be provided by the Union in crew rooms at all bases and co-terminals. The size and location of the box shall be determined by mutual agreement between the Vice President of Inflight or designee and the LEC President.

F. Information

The Company shall provide the following information, electronically, to the MEC President or designee on a monthly basis:

1. Flight Attendants name and employee numbers by base.
2. Flight Attendants on leave of absence or inactive status.
3. Base transfers and transfers to management.
4. Furloughs by base and date of furlough.

G. Scheduling Committee

1. The Company and the Union Scheduling Committee Chairperson shall confer monthly, or more frequently if mutually agreed. The purpose of these meetings shall be to review and provide input regarding flying assigned to and bidlines constructed for all bases. The Company shall provide the pairings and bidlines to the designated Union committee member each bid period prior to finalizing the schedule. The Union shall be allowed at least forty-eight (48) hours to provide input regarding schedules for each base.
2. Each bid period, the Company shall provide the following data:
  - a. Bidlines and corresponding pairings for each base.
  - b. Bid awards for each base.
3. The Company shall provide the Union Scheduling Committee with electronic, real time access to all scheduling related transactions governed by the Agreement for the purposes of reviewing those transactions. The Company shall designate a representative at each base who shall provide access to all electronic scheduling transactions only to a member of the Union Scheduling Committee. All transactions governed by this Agreement shall be recorded and preserved for minimum of ninety (90) days, and, by request, for a longer period of time if there are questions or disputes regarding any transaction. Copies shall be provided as necessary in case of disputes. The Union Scheduling Committee Chairperson shall not be unreasonably denied access to the managers of the Crew Resources Department.
4. The Company shall meet with the Union Scheduling Committee prior to purchasing or implementing any major new scheduling systems and procedures, which specifically affect Flight Attendants.

H. Uniform Committee

1. The MEC President and Uniform Committee shall be given advance notice in writing of the Company's intent to undertake a major change to the uniform and/or accessories. The Union shall be invited and shall meet with the Company throughout the planning and changeover process, and shall be afforded the opportunity to make recommendations.
2. In the event the Union and the Company disagree over uniform items or accessories, the Union shall have the opportunity to review its recommendations with the Vice President of Inflight prior to a final decision.

I. Hotel Committee

1. The Company shall confer with the Union Hotel Committee prior to finalizing new hotels which shall be used on a regular basis and at other times when requested. When changing hotels, where practicable, the Company shall provide time for inspecting the new hotel. The Company shall consider all written recommendations and shall investigate all written reports of noncompliance with the Company and Union expectations for hotel accommodations as outlined in Section 4 defining Hotel Minimum Standards.
2. The Union and Company shall attempt to coordinate hotel issues with other employee groups staying in the same facility.

J. Transportation

1. Flight Attendants and Union staff members shall be furnished non-revenue space available transportation on Company aircraft when on approved Union business. When necessary to ensure Union representation at Company and Union meetings, the Company may provide Company business travel positive space.
2. Witnesses and representatives who are employed by the Company or the Union and all grievants shall be provided with positive space on Company aircraft for the purpose of attending arbitration proceedings.

K. Union Leave

A Flight Attendant elected or appointed to an international position with the Union shall, upon application to the Company, be granted an unpaid leave of absence for the term of the position and such leave shall be extended for elected positions upon re-election. Seniority and longevity shall be retained and continue to accrue. Pass and reduced rate transportation benefits shall continue on the same basis as an active Flight Attendant for the employee and eligible dependents. The employee may continue participation in Company group insurance and retirement benefit plans, if allowed by law, at his or her option by paying all costs associated with such benefits.

L. Copies of Agreement

1. The Union shall be responsible for the publication of the Agreement. Flight Attendants shall be provided with a Jeppesen sized copy of this Agreement printed within sixty (60) days from the date of the signing of this Agreement. All Flight Attendants shall be provided with a copy of this Agreement upon

employment with the Company. The Union and the Company shall equally split the cost of the publication.

2. All side letters of agreement shall be provided to each Flight Attendant within forty-five (45) days of receipt by the Company of a fully executed copy of the side letter of agreement in the same format as the Agreement. The Union shall send all newly executed side letters of agreement to the Vice President of Inflight. The Company shall pay for the cost of publishing side letters of agreement.
3. A copy of the Agreement and all side letters shall be secured in each Flight Attendant crew room.

M. New and Newly Configured Aircraft

The Company shall notify the MEC President or designee of any decision to place new aircraft or service equipment into service or to re-configure current aircraft. The Union's input shall be considered.

N. A Union Representative conducting Union business may not be junior assigned.

O. Union Security and Dues Check-Off

1. Application for Union Membership

A newly employed Flight Attendant who chooses to become a Union member shall make application for membership in the Union within sixty (60) days after the date of employment or the date of this Agreement, whichever is later, and shall be admitted to membership in the Union no later than upon expiration of his or her probationary period. A Flight Attendant who becomes a member of the Union shall maintain such membership in accordance with the Union's Constitution and By-Laws as a condition of continued employment. This provision shall not apply to any employee to whom membership is not upon the same terms and conditions as are generally applicable to any other member of the Union or with respect to an employee to whom membership was denied or terminated for any reason other than failure of the employee to tender the initiation fees, assessments, and periodic dues or service charges uniformly required as a condition of acquiring or retaining membership in the Union.

2. Agency Shop

Each Flight Attendant of the Company covered by this Agreement who fails to voluntarily acquire or maintain membership in the Union shall be required, as a condition of continued employment, beginning sixty (60) days after the date of this Agreement or the completion of his or her probationary period, whichever is later, to pay to the Union each month a service charge as a contribution for such administration of this Agreement and the representation of such employee. The service charge shall be an amount equal to the charge permitted by law and in no event greater the Union's regular and usual monthly dues, initiation fees and assessments.

3. Delinquent Dues

- a. If an employee of the Company covered by this Agreement is more than sixty (60) days delinquent in the payment of monthly dues, initiation fees, and/or assessments, or service charges, as permitted by law, the Union shall notify such employee by certified mail, return receipt requested, and with a copy to the Vice President of Inflight or designee. This letter shall state that he or she is delinquent in the payments as specified herein, that he or she is subject to discharge as an employee and that he or she must remit the required payment within a period of fifteen (15) days or be discharged.
- b. If, upon the expiration of the fifteen (15) day period, the employee still remains delinquent, the Union shall certify in writing to the Vice President of Inflight or designee with copy to the employee, that the employee has failed to remit payment within the grace period allowed and is, therefore, to be discharged. The Vice President of Inflight or designee shall notify the employee that he or she has five (5) business days to remit payment. Failure to comply shall result in being discharged from the service of the Company.

#### 4. Review Procedure

- a. A grievance by an employee who is to be discharged as a result of an interpretation or application of the provisions of this Section shall be subject to the following procedures:
  - a. An employee who believes that the provisions of this Section have not been properly interpreted or applied as it pertains to him or her, may submit a request for review in writing within five (5) business days from the date of notification by the Vice President of Inflight or designee as provided. The request must be submitted to the Vice President of Inflight or designee who shall review the grievance and render an opinion in writing not later than five (5) business days following the receipt of the grievance.
  - b. The Vice President of Inflight or designee shall forward a decision to the employee with a copy to the Union. The decision shall be final and binding on all interested parties unless appealed as hereinafter provided. If the decision to discharge is not satisfactory to either the employer or the Union, then either may appeal the grievance directly to the System Board of Adjustment as established by Section 22, Grievance Procedure and System Board, within ten (10) days from the date of such decision. All such grievances shall be processed by the System Board in accordance with the provisions of Section 22. However, the members of the System Board appointed by the Union and the Company in accordance with the provisions of Section 22 shall not participate in the hearings, deliberations or decision of the Board. Such grievances shall be presented solely to a neutral referee selected in accordance with Section 22, who shall hear and determine such grievance. Such grievances shall be heard by the

System Board neutral member within thirty (30) days of receipt of the decision by the Vice President of Inflight or designee.

- b. During the period a grievance is being handled under the provisions of this Section and until final decision by the Vice President of Inflight or designee and final award by a neutral referee, the employee shall not be discharged from the Company nor lose any seniority rights because of non-compliance with the terms and provisions of this Section. An employee shall be paid during the period a grievance is being handled only if that employee is working. An employee discharged by the Company under the provisions of this Section shall be deemed to have been “discharged for cause” within the meaning of the terms and provisions of this Agreement.

5. Dues Check Off

- a. The Company shall deduct from the pay of each employee an amount equal to the charge permitted by law and in no event greater than the monthly dues, initiation fees, and/or assessments, or service charge uniformly levied in accordance with the Constitution and By-Laws of the Union and the Railway Labor Act, as amended, provided such employee executes the accompanying agreed-upon form known as a “Check-off Form.”
- b. During a Flight Attendant’s initial training, the Company shall make known to him or her the dues check-off provisions of this Agreement. A prospective employee desiring to participate in the payroll deduction plan for the remittance of dues shall at that time complete two (2) copies of the above referenced form. One copy of each completed form shall be forwarded to the Union’s headquarters office. The Company shall also make available to the Union the names and base assignments of those Flight Attendants from each graduating class who have elected not to participate in the check-off arrangement.
- c. All other check-off forms shall be submitted by the Union’s International Office to the Payroll Department, Executive Offices, Miramar, Florida. A properly executed check-off form, filed before the fifteenth (15th) of the month of any month, shall become effective the first (1<sup>st</sup>) of the month following its execution. Illegible or improperly executed forms shall be returned to the MEC President of the Union.
- d. Any notice of revocation as set forth in the check-off form must be in writing, signed by the employee, and delivered by certified mail, return receipt requested, addressed to the Payroll Department with a certified copy to the President of the Master Executive Council during the ten (10) days immediately preceding any anniversary date of the Agreement. Check-off forms and notices so received by the Company shall be date-stamped on the date received and not when mailed. Revocation of dues check-off shall not constitute revocation or waiver of the obligation to remit dues or service charges to the Union.

- e. Within forty-five (45) days' notice from the Union, the Company shall deduct from Flight Attendant earnings, any assessments levied by the Union.

6. Dues Deduction

Deduction of total membership dues and service charges and assessments shall be made only at the time of the issuance of each paycheck each month provided there is a sufficient balance due the employee and deductions as required by law have been satisfied. Within five (5) days after such pay day, the Company shall remit to the Union electronically, or by check (if necessary due to unusual circumstances), to a Union designated account, payment of all dues, service charges and assessments collected on such pay day pursuant to outstanding and unrevoked check-off forms.

7. Check-Off Form

ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO  
ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF ASSOCIATION  
DUES

To: SPIRIT AIRLINES, INC.

I, \_\_\_\_\_, hereby authorize and direct Spirit Airlines to deduct from my pay, in an amount equal to such monthly dues, service charges initiation fees and/or assessments, as are now or may hereafter be established in accordance with the Constitutions and By-laws of the Association, for remittance to the Association of Flight Attendants, AFL-CIO (Union).

I agree that this authorization shall be irrevocable for one (1) year from the date hereof or until termination of the check-off agreement between Spirit Airlines and the Union which occurs sooner.

If the check-off agreement is terminated, this authorization shall be automatically terminated. In the absence of a termination of the check-off agreement, this authorization may be revoked effective as of any anniversary date or the signing hereof by written notice given by me to Spirit Airlines and the Association of Flight Attendants-CWA by certified mail, return receipt requested, during the ten (10) days immediately preceding any such anniversary.

I hereby authorize Spirit Airlines, Inc. to provide the Union with any status changes on my behalf e.g. address, phone numbers, e-mail.

Signature of Employee

Employee Number

Company Seniority Date

Bid Seniority Date

Base \_\_\_\_\_ Dated First Deduction \_\_\_\_\_

*Note This form may be used by non-members for monthly service charge deduction. Please print name and address below.*

Name

Street Address

City State and Zip Code

Phone# \_\_\_\_\_ Cell # \_\_\_\_\_ E-Mail \_\_\_\_\_

Please complete and return to:

AFA-CWA Membership Department

501 Third Street NW

Washington, DC 20001

*"Dues, contributions or gifts to the Association of Flight Attendants are not deductible as charitable contributions for federal income tax purposes. Dues paid to the Association of Flight Attendants may qualify as business expenses and may be deductible in limited circumstances subject to by the Internal Revenue Code."*

## SECTION 22 GRIEVANCE PROCEDURE AND SYSTEM BOARD

### A. Grievances

1. Any Flight Attendant (or group of Flight Attendants) covered under this Agreement may file a grievance concerning any action of the Company affecting such Flight Attendant(s). The Company shall thoroughly and expeditiously investigate filed grievances.
2. Prior to filing a grievance or Complaint Resolution Form (CRF), the Flight Attendant is encouraged to discuss any concerns with a Flight Attendant Manager and/or Union representative.
3. The Company and the Union will make every effort to keep to a minimum the actual time spent in disposing of grievances, disputes or complaints.
4. A CRF may be used in an attempt to resolve a non-disciplinary dispute at any time during the thirty (30) day window to file a grievance. The form will be submitted to the Vice President of Inflight or designee, with a copy to the Vice President, Labor Relations or designee. The Company must respond, in writing, within fifteen (15) days from the date of submission. Should the response be unsatisfactory or the Company fails to respond within the time limits, a grievance will be filed and will be considered to be timely if filed within thirty (30) days from the date the Company response was due.

### B. Non-Disciplinary Grievances

#### 1. Filing a Grievance (Step 1)

A Flight Attendant who does not utilize the CRF above and disputes a non-disciplinary action must, within thirty (30) days after the Flight Attendant has, or reasonably should have had, knowledge of the matter giving rise to the grievance, make a written request on a grievance form to the Vice President of Inflight or designee, with a copy to the Vice President, Labor Relations or designee, for an investigation and review of the grievance. The grievance form shall set forth a complete statement of the facts out of which the grievance arose, the provision(s) of the Agreement upon which the grievance is based, if applicable, and the relief sought. Said grievance will be reviewed at the next monthly grievance meeting as described below.

#### 2. Monthly Meeting (Step 2)

Monthly grievance resolution meetings will be held during the second week of the month, or as mutually agreed upon, for the purposes of discussion of and to attempt to resolve all pending grievances. The meetings shall be held in the city where the general offices of the Company are located or at an alternative location mutually agreed upon by the parties.

Each grievance discussed at a Monthly (Step 2) Meeting will either be granted, settled or denied by no later than thirty (30) calendar days following such Monthly (Step 2) Meeting. The Union grievance representatives shall be responsible to inform the

grievant of the outcome of the review of his or her grievance at the Monthly (Step 2) Meeting. If the grievant is not satisfied with the Company's response at the Monthly (Step 2) meeting, the Union may appeal the response to the System Board of Adjustment. The Union may also submit the grievance to grievance mediation via written notice to the Vice President of Inflight and the Vice President, Labor Relations or designees within thirty (30) days after receipt of the Company's response.

C. Discipline and Discharge

1. Notice of Investigation

- a. In no event will a Flight Attendant be disciplined or discharged from the Company without a thorough, impartial and expeditious investigation of the alleged charge. Time limits may be extended by mutual agreement between the parties.
- b. The Company will provide a Notice of Investigation (NOI) to a Flight Attendant. The written notice shall include the subject matter or precise nature giving rise to such investigation. Prior to the meeting, the Company will provide the Union with any and all documents in its possession which it intends to use to support its position in discipline or discharge. Such documents may be redacted.

2. NOI Meeting

The Flight Attendant will be provided an opportunity to answer/defend against the charges brought against him or her on the NOI. The Flight Attendant may secure Union Representation for the NOI meeting and must schedule the meeting within seventy-two (72) hours of receipt of the NOI. The meeting must be held within ten (10) business days of receipt of the NOI, or as mutually agreed by the Parties. If the Flight Attendant fails to schedule the meeting within the seventy-two (72) hour time frame, the Company may schedule the investigative meeting and will notify the Flight Attendant and Union of the date and time of the meeting. The meeting can be in person or telephonic with reasonable effort used to secure testimony from witnesses. Any additional postponement will result in loss of pay if the Flight Attendant is held out of service. Every effort will be made to conduct all investigative meetings at the Flight Attendant's base. If circumstances dictate that the investigative meeting must be held out of the base, the Flight Attendant will be paid for trips missed or four (4) hours per day above guarantee on his or her day off.

3. The Company shall make a good faith effort to notify the Flight Attendant of his or her right to representation. The right to representation nor the failure to do so can in no way prejudice the Company's position on the issue at hand nor can representational issues be used to delay the investigative process. In instances where Union Representation is unavailable, the Flight Attendant may choose to be represented by another employee.
4. Within ten (10) days of the conclusion of the NOI meeting, the Company will notify the Flight Attendant and the Union, in writing, of any discipline or discharge action intended by the Company. Should the Company wish to continue the

investigation for more than ten (10) days after the NOI meeting, it will notify the Union prior to the end of the ten (10) days. In no event will the decision take longer than 15 days from the date of the NOI meeting. Such notice of discipline or discharge to the Flight Attendant shall be sent, in writing in a manner in which a receipt is requested, and will contain the precise charge or charges. In addition, this notice may be hand delivered or e-mailed by the Company to the Union. In the event there is no intended discipline or discharge, the Flight Attendant will be made whole and the Union so notified.

5. In assessing discipline the Company will consider the gravity of the offense, seniority and the work record of the employee involved.
6. The Company retains the ability to hold someone out of service with pay for the purpose of investigation for up to seventy-two (72) hours during which time the Company is required to charge him or her with a violation or return the Flight Attendant to service making them whole. Nothing herein will prohibit the Company from holding a Flight Attendant out of service without pay following a positive alcohol or drug test result.
7. A Flight Attendant who is being disciplined or discharged by the Company shall be notified if at all possible of such action, in person, and the Company shall confirm its action, in writing, at that time. Such writing shall set forth the reason(s) for the Company's action.

D. Grievances Involving Discipline and Discharge

In cases of discipline, including discharge, should the Flight Attendant wish to appeal the Company's action, he or she must file a written grievance to the Vice President of Inflight or designee, with a copy to the Vice President, Labor Relations or designee, utilizing a grievance form, within thirty (30) calendar days of the Flight Attendant's receipt of the Company's written notice of discipline. The grievance will be heard in accordance with paragraph B.2., above.

E. Grievance Mediation

1. Only those grievances which are mutually agreed to shall be presented at a mediation session. The grievance mediation proceedings will be held in the city where the general offices of the Company are located unless otherwise mutually agreed.
2. Mediators will be provided by the National Mediation Board. All mediation fees and expenses, including the cost of any conference facilities or materials will be shared equally between the parties. Each party shall bear the cost and expenses of its participants in mediation. In the case of a terminated grievant, the Company shall provide non-revenue travel accommodations for the purpose of attendance at mediation. The arrangements for travel shall be facilitated between the Union and the Company.
3. Mediation shall take place in February, May, August and November, unless otherwise agreed to by the Parties. In coordination with the mediator, a date shall be mutually agreed upon between the parties.

4. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The presentation of evidence is not limited to that presented at any previous step of the grievance procedure. The rules of evidence will not apply and no transcript of the mediation conference shall be made. Each party shall orally submit to the mediator a brief statement of the facts, the issue, and the arguments in support of their respective positions. If oral, such statements shall be limited to a maximum of twenty minutes in length. The statements shall be presented at the beginning of the mediation session.
5. The grievant(s) will have the right to be in attendance for the presentation of their case. Other attendees will include those individuals needed to present each party's position and to reach agreement with the authority to bind their respective party. Non-participating observers will not be admitted except by mutual agreement of the parties.
6. The Company and the Union shall each appoint a principal spokesperson, who may be an attorney, for the mediation conference. Every effort will be made to assure that the Union and the Company representatives present at each mediation conference are familiar with the subject matter to be considered at that conference.
7. The mediation process shall be informal. The mediator has authority to meet both jointly and separately with the parties; however, the mediator has no authority to compel resolution of the grievance. The jurisdiction of the mediator shall not extend to proposed changes in rates of pay, rules or working conditions.
8. If no settlement is reached during the mediation session, the mediator shall provide the parties with an immediate oral advisory decision that will state the reasons for the decision, unless the parties mutually agree to waive the procedure. The parties may mutually agree to adopt the mediator's advisory opinion. In such case, the opinion will not constitute a precedent unless the parties otherwise agree and so indicate in writing.
9. If a grievance not settled as a result of the mediation session is subsequently heard by the System Board of Adjustment, the individual who participated as the mediator may not serve as the arbitrator or a witness in the System Board proceedings. During the System Board proceedings, no reference may be made to the mediation - not any statement made, documents provided, or actions taken during the mediation session - unless the party offering such statements, documents or actions would have had access or entitlement to them outside the mediation session.
10. By agreeing to schedule a mediation conference, the parties are not waiving any procedural argument(s) that they have regarding the case. Both the Company and the Union reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement to schedule such conference.
11. If a grievance is settled during a mediation session, the settlement shall be reduced to writing and signed by the parties prior to the conclusion of that day's session. By mutual agreement, the parties may extend the time necessary to reduce the settlement to writing.

F. General

1. All written communication required by this Section shall be by certified mail, return receipt requested or by any alternate method, provided that such method can provide proof of receipt of the document by the recipient, except that communication between the Company and Union may be via email. A document may be served personally upon a Company representative if a receipt for such document is signed by the representative or designee. Grievance submissions may be done via email, and grievance resolutions may also be sent via email.
2. A Flight Attendant who has filed a grievance may, at the Flight Attendant's request, have present, in person or by telephone, a Union representative during the Monthly Meeting and at any subsequent step in the grievance process where the presence of the Flight Attendant is required.
3. Nothing herein shall be construed to restrict the right of a Flight Attendant who may face discipline or discharge by the Company from requesting and having a Union representative present, in person or by telephone, during any meeting with Company officials concerning the discipline or discharge of such Flight Attendant. The Company shall make a good faith effort to remind a grievant of his or her opportunity to have a Union representative present. In unusual circumstances and with prior notice to the Vice President of Inflight or designee, the Union may request to have more than one (1) representative present at a meeting with the Company. The Union shall make every effort not to delay the meeting due to its request for additional attendees.
4. The time limits set forth in this Section may be extended by mutual agreement of the parties.
5. If the decision made by the Company is not appealed by the Union within the prescribed time limits, the decision shall become final and binding.
6. Should the Company fail to reply within the prescribed time limits, the Union may move to the next step in the grievance process.
7. If, as a result of any conference or appeal, as provided herein, the Flight Attendant is exonerated, he or she, if held out of service, will be reinstated without loss of seniority and shall be paid for the period of time held out of service. In addition, the Flight Attendant's record shall be cleared of any material related to the grievance.
8. When a Flight Attendant is chosen to act as a representative or witness for another Flight Attendant, the Company shall permit such Flight Attendant(s) sufficient time from duty to do so, subject to operational needs of the Company. Testimony may be given telephonically.
9. At least three (3) business days prior to a Monthly Meeting and upon written request, each party shall produce to the other copies of documents in his or her possession related to any grievance scheduled to be discussed at the Monthly Meeting.

## G. System Board of Adjustment

### 1. Establishment and Purpose

In compliance with Section 204, Title II, of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment (“System Board” or “Board”) for the purpose of adjusting and deciding disputes which may arise out of the interpretation and/or application of the Agreement or an alleged violation of the Agreement, or disciplinary or discharge action taken against a Flight Attendant. Such Board shall be known as the “Spirit Airlines Flight Attendant System Board of Adjustment”.

### 2. Filing with System Board

An appeal to the System Board shall be filed in writing to the System Board Chairman with copies to the Company’s Vice President of Inflight or designee, with a copy to the Vice President, Labor Relations or designee, within 180 days of the Monthly Meeting decision. The appeal to the System Board shall include:

- a. The question at issue;
- b. Statement of the facts;
- c. Position of the grievant; and
- d. Position of the Company.

### 3. Members of System Board

- a. For each arbitration hearing held by the System Board, the Board shall consist of three (3) Board Members: a Union representative, a Company representative and an arbitrator. All Board Members, except the arbitrator, shall be full time Company employees.
- b. A Chairperson and Vice Chairperson of the Board will be selected from the Board Members. The office of Chairperson shall alternate yearly between the Company Board Member and the Union Board Member, with the Chairperson position being held by the Union appointed Board Member in even-numbered years. Whenever the position of Chairperson is filled by a Company appointed Board Member, the position of Vice Chairperson shall be filled by a Union appointed Board Member and vice versa.
- c. The appointment of an arbitrator to serve with the Board Members for a particular arbitration shall be by mutual agreement between the parties from the panel described in Paragraph d. below or, if the parties are unable to reach agreement within fourteen (14) days of the Board’s receipt of a grievance, by the alternate strike method whereby each party shall alternately strike the name of a panel member with the last remaining panel member being the neutral arbitrator for the subject arbitration. Said striking must occur, if at all, within twenty-one (21) days of the Board’s receipt of a submission.

- d. Arbitrators
  - a. The Company and the Union have agreed to a panel of fifteen (15) arbitrators who will serve as the third member of the Board.
  - b. Composition of the panel of arbitrators may be reviewed by the Company and the Union each June 1<sup>st</sup> and substitutions, deletions and additions may be accomplished by mutual agreement.
- e. Hearings
  - a. Arbitration hearings shall be conducted in Miramar, Florida unless the Company and the Union mutually agree to an alternate location.
  - b. Both parties shall submit their version of a statement of issue to the other party no later than the day prior to the arbitration hearing.
  - c. Both parties should utilize joint exhibits whenever possible.
  - d. The number of witnesses called may not interfere with the operational needs of the Company.

4. General

- a. Decisions of the Board shall be rendered after the close of the hearing and/or submission of briefs and shall be by a majority vote and shall be final and binding on all parties.
- b. The Board shall have jurisdiction over and shall consider disputes as described in Section 22.G.2. The Board shall be empowered to grant, modify or deny any relief or remedy requested. However, the jurisdiction shall not extend to proposed changes in hours of employment, rates of compensation or working conditions nor shall the Board have the authority to alter the express terms of this Agreement.
- c. Each Board Member shall be free to discharge his or her duty in an independent manner, without fear that his or her individual relations with the Company, the Union or the Flight Attendant may be affected in any matter by any action taken by him or her in good faith in his or her capacity as a Board Member.
- d. Each party will assume the travel expenses and other expenses of its Board Member and its own witnesses. At an Arbitration Board hearing, the Company and Union will share the expenses of any witnesses who are summoned by the Board. Where and when Company transportation is available, free positive space travel will be provided. The number of witnesses will be limited to those that are essential to address the issue at hand.

- e. When it is mutually agreed that a stenographic transcript is to be made of a hearing, one-half (1/2) of the costs shall be borne equally by each party. Should only one (1) of the parties have a stenographic transcript made, that party shall pay the complete cost of the transcript. The other party shall, however, be provided with a copy of the transcript upon request by paying one-half (1/2) of the costs.
  - f. Costs associated with a hearing (e.g., room rental, arbitrator fees and expenses), shall be borne equally by the parties.
  - g. An employee may elect to have personal legal counsel present at the System Board of Adjustment only after having signed a Union representation waiver. Expenses for counsel will be borne by the grievant.
  - h. All reasonably anticipated information will be mutually shared at least ten (10) days prior to the date of the hearing.
5. Except as expressly set forth in this Agreement or when the employees or the employer have waived rights or privileges accorded to them, nothing herein shall be construed to limit, restrict or abridge the right or privileges accorded either the employees or the employer, or his or her duly accredited representatives, under the provisions of the Railway Labor Act, as amended.

## SECTION 23 GENERAL

### A. Orders in Writing

Orders to Flight Attendants involving a change of base, promotion, furlough, recall and leave of absence shall be in writing.

### B. Non-Discrimination

1. It is the policy of the Company to give equal opportunity to all qualified persons without regard to race, age, color, religion, gender, sexual orientation, military status, marital status, handicap, national origin or to give preference when required by law.
2. The Company ensures, through its Affirmative Action Plan, equal opportunity in all aspects of employment including recruitment, hiring, promotion, transfers, compensation, benefits and all other privileges, terms and conditions of employment.

### C. Conflicts

In the event that any provision of this Agreement conflicts with any Company policy or Company regulation the Agreement shall take precedence.

### D. Flight Attendant Jumpseat

1. A Flight Attendant will not be required to wear his or her uniform while occupying the Flight Attendant jumpseat when traveling for personal reasons provided the Flight Attendant conforms to the interline dress code as outlined in the Spirit Employee Handbook and Company identification badge is worn above the waist and is visible at all times.
2. Flight Attendants will have priority for available cabin jumpseats on Company aircraft. A Flight Attendant shall have the ability to reserve cabin jumpseats for personal travel on a first come, first served basis. Notwithstanding the foregoing, other Company critical operational personnel may be positioned by the Company. At those times, operational needs will supersede the jumpseat rights of leisure travel.
3. The Company will attempt to enter into Reciprocal Flight Attendant Jumpseat/Cabin Agreements with other airlines.

### E. Crew Meals

1. Crew snacks shall be provided whenever a scheduled duty period exceeds eight (8) hours and there is no scheduled ground time greater than 1:15 during such duty period.
2. Notwithstanding the provisions in paragraph E.1. above, when Flight Attendants and pilots are on the same pairing, Flight Attendants shall be provided snacks or

meals of the same quality whenever provided to pilots.

F. Flight-Pac Contributions

The Company shall provide a means for voluntary payroll deductions for Flight Attendant political contributions to the Union Political Action Committee. This plan is known as Flight-Pac. Forms necessary for the administration of this plan will be provided by the Union and distributed by the Union to the Flight Attendants by way of Company v-files. Subject to applicable law, Flight-Pac payroll deductions will be withheld from each paycheck as outlined by the Flight Attendant in his or her enrollment form and remitted to the Union monthly in conjunction with dues and service charges remitted pursuant to Section 21. Flight-Pac payroll deductions for a Flight Attendant returning from a leave of absence or furlough will automatically be reactivated.

G. Crew Room

The Company intends to maintain clean, well-lighted, properly ventilated crew rooms of adequate size in all locations where Flight Attendants are based.

H. Changes

Any changes to this Agreement will be in writing and signed by the appropriate Company and Union representatives.

I. Company Property

It is recognized that Flight Attendants have a responsibility to exercise reasonable prudence in safeguarding Company property entrusted to them. However, Flight Attendants will not be held liable except when negligence is indicated.

J. Civil Reserve Air Fleet (CRAF)

1. In the event of Civil Reserve Air Fleet (CRAF) activation, the Company and the Union will meet to review specific plans and the Company will fully consider any recommendations made by the Union at that time. Should any operational requirements be in conflict with the terms of the collective bargaining agreement, the Company and the Union shall negotiate provisions to accommodate the CRAF operational requirements.
2. All CRAF positions will be posted in the bid packet for bid system-wide. Flight Attendants will be awarded CRAF positions based on system seniority. CRAF positions made known after the publication of the bid packet will be posted in a special bid.

K. Savings Clause

Should any part of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, act of government agency or decree of court having jurisdiction, such invalidation of a part of this Agreement will not invalidate the remaining parts thereof, which will remain in full force and effect. If any part of this Agreement is invalidated, either party may, upon thirty (30) days written notice to the

other, request negotiations for an amendment specifically drafted to account for the invalidated part of this Agreement.

L. Employee's Files

1. Personnel and training files shall be maintained for each Flight Attendant and shall contain all records of progress reports, evaluations, written orders, training records, records of a derogatory or disciplinary nature, and other reports involving the Flight Attendant's employment relationship with the Company.
  - a. The Company will not place any item into a Flight Attendant's file that is disciplinary in nature or could possibly lead to discipline, unless the Flight Attendant is provided with a copy of the item. The Flight Attendant shall be required to sign an acknowledgment indicating that he or she has reviewed the document and may indicate his or her agreement accordingly and provide his or her comments.
  - b. A complaint letter or report will not be placed in a Flight Attendant's file unless:
    - i. The Flight Attendant is able to be identified.
    - ii. A complaint letter or report related to a Flight Attendant's enforcement of Federal Regulations will only be placed in a Flight Attendant's file if the enforcement of such regulations was done in an unprofessional and/or unreasonable manner.
    - iii. In the event the letter or report is introduced as evidence against the Flight Attendant, the name of the person writing such a report or letter, if he or she is a Company employee or riding on the travel passes of a Company employee is identified.
2. Any records of a derogatory or disciplinary nature which are more than twenty-four (24) months old shall not be used in progressive discipline and shall be inadmissible in any meeting or hearing under this Agreement provided that no further discipline of similar nature has been imposed during that time.
3. A Flight Attendant's personnel and training files shall be made available upon request for inspection and copying during normal working hours at no expense to the Flight Attendant. A copy of a former Flight Attendant's personnel and training files shall be provided upon request at no expense to the Flight Attendant.

M. No Strike - No Lockout

1. During the life of this Agreement, neither the Company, the Union nor the employees covered by this Agreement will cause, approve, authorize or support any action inconsistent with the general purposes of, and the general duties defined in the Railway Labor Act while the procedural processes of this

Agreement and the Railway Labor Act are being followed, or where arbitration is agreed upon, or where a matter is subject to the jurisdiction of the System Board of Adjustment.

2. The Flight Attendants in the service of the Company will continue to perform all Flight Attendant duties which are necessary to enable the Company to operate flights for or in support of traffic sponsored by the Department of Defense of the United States Government, without regard to the duration clause of this Agreement, and even though such Flight Attendants withdraw their services from the commercial airline service of the Company because of unresolved labor disputes of any type, including disputes arising out of negotiations for a new Agreement after all procedures of the Railway Labor Act have been exhausted.
3. The Company shall submit to the Union, when requested, written certification of a Company representative that a particular flight or series of flights are being flown or operated under charter or contract to the Department of Defense.

N. Aircraft Tidying

Flight Attendants shall not be required to clean the aircraft including seat pockets, tray tables and lavatories. A Flight Attendant shall not be required to remove trash from the aircraft. Flight Attendants shall be responsible for maintaining general tidiness of the aircraft, including collecting newspapers and magazines and other trash (from passengers or those that protrude from the seatback pockets) and replenishing lavatory supplies, throughout the course of the flight. For the purpose of this provision, "course of flight" shall mean from block out to block in. In no case should aircraft tidying interfere with the performance of required safety duties.

O. Monitoring Devices

The Company may not use any information obtained from aircraft onboard recording devices for any disciplinary or discharge actions.

P. Crew Luggage

The Company shall provide secure cabin stowage onboard the aircraft for Flight Attendants' luggage.

Q. New Aircraft

When a new wide-body aircraft type is placed into regular airline operation by the Company, conferences shall, irrespective of any provisions of this Agreement, be initiated by either the Company or the Union for the purpose of negotiating pay, work rules and conditions. Conferences shall begin within fifteen (15) days after a request has been made for such conferences unless otherwise mutually agreed upon between the Company and the Union. Flight Attendants agree to fly such aircraft while conferences are being conducted in accordance with the above provisions until a final resolution is reached through conferences or arbitration. If no resolution of dispute is reached within sixty (60) days of the first conference, it may be submitted by either party to final and binding arbitration in accordance with Section 22. The arbitrator shall be

selected by the parties or, in the event of failure to agree on a neutral, from a panel of five (5) neutrals provided by the National Mediation Board.

R. Notification of Changes to Contact Information

A Flight Attendant shall be responsible for notifying Inflight Base Management and electronically updating the ESS system of any changes to contact telephone numbers, home address, temporary contact or addresses and emergency contact information.

S. Purser or Senior Position

In the event the Company determines that a purser or senior position is required, conferences shall, irrespective of any provisions of this Agreement, be initiated by the either the Company or the Union for the purpose of negotiating pay, work rules and conditions of employment. Conferences shall begin within fifteen (15) days after a request has been made for such conferences unless otherwise mutually agreed upon between the Company and the Union. Flight Attendants agree to fly such position(s) while conferences are being conducted in accordance with the above provisions until a final resolution is reached through conferences or arbitration. If no resolution of dispute is reached within sixty (60) days of the first conference, it may be submitted by either party to final and binding arbitration in accordance with Section 22. The arbitrator shall be selected by the parties or, in the event of failure to agree on a neutral, from a panel of five (5) neutrals provided by the National Mediation Board.

T. Drug and Alcohol Testing

1. The Company may require Flight Attendants to undergo drug, alcohol, or other substances testing as required by applicable federal law or regulation. All drug and alcohol testing shall be conducted in accordance with the standards and procedures set forth in the applicable federal regulations.
2. The parties to this Agreement endorse the principle of zero tolerance. However, due to the potential for calibration errors, an Evidentiary Breath Test (EBT) alcohol test which registers a confirmed result of below 0.020 will be considered a negative test.
3. A non-probationary Flight Attendant whose alcohol test results in a reading at or between 0.020 and 0.039, and who has not previously violated the Company's drug and alcohol policy, will be removed from flight status and will be required by the Company to undergo evaluation by a Substance Abuse Professional. The Flight Attendant will be returned to duty once he or she has successfully completed any treatment program recommended by the Substance Abuse Professional.
4. A Flight Attendant whose EBT alcohol test registers a confirmed positive result at or between 0.020 and 0.039 and has previously violated the Company's drug and alcohol policy, or a Flight Attendant whose EBT alcohol test registers a confirmed positive result of 0.040 or higher, may be subject to discipline up to and including discharge.
5. The Company shall provide the Union with a copy of its drug, alcohol and

substance testing policies.

6. The Company may make reasonable changes in such policies as may be required by federal law, regulation, or regulatory authority. The Company will provide the Union with reasonable advance notice of any proposed changes, and give due consideration to Union comments, proposals or suggestions regarding such changes.
7. If the Company has directed a “reasonable suspicion” test, the MEC Chairperson will be provided with a written statement as to the basis for such reasonable suspicion within five (5) working days of the test. The written statement and information contained therein shall remain confidential.
8. A Flight Attendant will be entitled to Union representation (a Flight Attendant or other Union staff) during any sampling taken in conjunction with a “reasonable suspicion” test provided that such representation does not delay or interfere with the taking of the sample.
9. The Company’s drug testing program will permit Flight Attendants the opportunity to provide a split sample.
  - a. The Company shall pay the cost of collection and retention of the split sample. The Flight Attendant shall pay the cost of any subsequent testing of the split sample and such cost shall be payroll deducted.
  - b. If the Flight Attendant’s primary sample test is not negative, he or she may elect to have the Company direct the laboratory to forward the second sample to any laboratory of his or her choice that is certified to perform such examinations in accordance with the applicable federal regulations.
  - c. In determining if the test result is positive, the Medical Review Officer will have access to the results of both samples. If the second sample fails to confirm the primary sample result, the entire test will be considered to be negative.
10. All transactions connected with the taking of any body fluid samples taken in accordance with any alcohol or drug screening shall occur in a facility at the airport or at a Company designated site which affords Flight Attendants as much privacy as possible while ensuring the integrity of the sample. Flight Attendants must report directly and within a reasonable time to the collection facility.
11. A Flight Attendant will not be required to take a random test on his or her days off. A Flight Attendant will not normally be called to the airport to take non-random tests on his or her days off, except as required by applicable federal regulations.
12. In the event a random test interferes with a Flight Attendant’s schedule, such Flight Attendant will take the random test unless otherwise directed by the Company and will not suffer any loss of pay or credit for any time lost, so long as the test is negative.

13. A Flight Attendant will be considered to be on duty for the reasonable time needed to complete the test or is otherwise released by the Company, whichever occurs last.
  14. A Flight Attendant will be compensated for all drug/alcohol testing in accordance with Section 3, so long as the test is negative.
- U. Flight Attendants will not be weighed or disciplined for weight-related matters. However, this does not preclude the Company from withholding a Flight Attendant from service if he or she is unable to comply with the FARs.
- V. Flight Attendants will be provided with an electronic copy of the Company's Employee Handbook and well as subsequent modifications. An updated Employee Handbook will be available for view at all Flight Attendant domiciles.
- W. Employee Assistance Program (EAP)
1. The Company and the Union agree to work jointly in coordinating the services of their respective employee assistance programs (EAPs). The Company will meet quarterly with the AFA MEC EAP Chair(s) to discuss cooperative activities and efforts.
  2. EAP Referrals  
  
It is the Union's responsibility to provide AFA EAP information to the Company. Whenever the Company refers a Flight Attendant to the Company EAP, either verbally or in writing, AFA EAP contact information will also be provided in the same manner as the Company EAP referral and at the same time.
  3. EAP Representatives  
  
When requested by AFA, the Company will provide AFA with one (1) positive space ticket on Spirit aircraft to attend AFA EAP related trainings up to a maximum of twice per year. Other positive space travel on Spirit aircraft to attend AFA EAP training will be at the Company's sole discretion. Positive space travel to respond to urgent EAP situations will be handled on a case-by-case basis and may be granted at the Company's sole discretion.  
  
When requested and available, the Company will afford AFA EAP use of Company supplied space/room to provide EAP debriefings and to conduct AFA EAP meetings.
  4. Professional Standards  
  
When a conflict between Flight Attendants is brought to the attention of the Company in the first instance, the Company may refer that issue and the Flight Attendant(s) involved to AFA EAP. The referred Flight Attendant(s) will be encouraged to settle their conflict. The Company agrees not to cite a Flight Attendant's involvement with the AFA EAP in any subsequent disciplinary proceeding.

X. Identification Badges And Manuals

1. The Company shall provide the Flight Attendant all initial Company and airport identification and manuals at no cost. Should the Company or a regulatory entity require the replacement of airport identification, the Company shall provide the replacement at no cost to the Flight Attendant.
2. The Flight Attendant shall pay the actual cost of any replacement Flight Attendant Manual. Should the Company or a regulatory entity require changes to the Flight Attendant Manual, the Company shall provide the replacement and/or changes at no cost to the Flight Attendant.
3. The Flight Attendant shall be responsible for the cost of replacement of Company identification badges that are lost or stolen. The cost of replacement of a lost or stolen Company identification badge shall be in accordance with Company Policy. However, the cost of replacement for the first lost or stolen Company identification badge shall not exceed fifty dollars (\$50.00).
4. The Flight Attendant shall pay the cost of replacement of lost or stolen airport identification badges and parking passes. Should the Company, airport or parking facility require the replacement of airport identification badges or parking passes, the Company shall provide the replacement at no cost to the Flight Attendant.

**SECTION 24  
LANGUAGE QUALIFIED PROGRAM**

A. Languages

If the Company elects to implement the language qualified program for required languages, the provisions of this Section will apply.

B. Qualifications

1. A Flight Attendant may apply to be language qualified by sending a letter of interest to the Vice President of Inflight or designee. Upon successful completion of this qualification process, the Flight Attendant shall be designated as language qualified in the appropriate language.
2. The Company may also re-test a language qualified Flight Attendant to determine whether he or she meets the level of proficiency required.
3. A Flight Attendant who acquires language proficiency may submit the costs of such training in accordance with the Company's Tuition Reimbursement Program as outlined in the Employee Handbook.
4. A Flight Attendant who applies or reapplies to be language qualified must remain in the program for twelve (12) consecutive bid periods. A language qualified Flight Attendant may resign his or her qualification with a minimum of sixty (60) days' written notice, to become effective on the first day of the next applicable bid period. The Company shall not assign a Flight Attendant who has resigned the qualification to a language position.

C. Flight Assignments

1. There may be one language qualified Flight Attendant assigned to each flight. If a tour company contracting with the Company requires more than one language qualified Flight Attendant, they shall be in addition to the required complement.
2. The designated language qualified Flight Attendant may not work a galley or "A" position.

D. Scheduling

1. Language qualified Flight Attendants may pick up, drop and/or trade language designated position trips with other same language qualified Flight Attendants as outlined elsewhere in this Agreement.
2. Language qualified Flight Attendants may pick up pairings(s) for non-language designated positions as outlined elsewhere in this Agreement. If this occurs, no language pay shall be provided.
3. If a language qualified position becomes vacant on a pairing, another language qualified Flight Attendant on the same pairing, in seniority order, shall be assigned the language position. If there is not another language qualified Flight

Attendant on the crew, the pairing shall then be placed in Open Time, as provided in Section 8 or be assigned to a Reserve or in inverse order of seniority among those Flight Attendants who are language qualified.

4. In bases where language qualified positions are needed, language qualified bidline(s) shall be constructed and placed in the bid package for bid by language qualified Flight Attendants. All language qualified bidlines shall require language qualified positions for each pairing. If there are insufficient bids for these bidlines, language qualified Flight Attendants shall be assigned in inverse order of seniority from that base.
5. Language qualified designated pairing(s) may be placed in Open Time for bid. Each pairing must be designated as such when placed in Open Time. If the pairing is not picked up through Open Time, it shall be assigned among those Flight Attendants who are language qualified. If no Flight Attendant with that language qualification is available or can make the on-time departure, then the open position shall be assigned to a non-language qualified Flight Attendant.
6. Individual flights that require a language not listed in the program shall be placed in Open Time for bid and may be awarded or assigned to a Flight Attendant who has registered his or her language fluency with the Company, and shall be paid in accordance with the language qualified program.

#### E. Compensation

1. Unless otherwise indicated or approved, only the language qualified Flight Attendant(s) awarded or assigned a pairing or bidline shall be paid in accordance with Section 3. Notwithstanding this provision, due to extraordinary circumstances, the "A" Flight Attendant may recommend additional language qualified Flight Attendants to be paid in accordance with Section 3. Should this occur, the "A" Flight Attendant shall provide supporting documentation to Inflight Management.
2. Language qualified Flight Attendants holding a language qualified position on a bidline for a specific pairing shall be paid language pay as outlined in Section 3., for the flight segments designated as those requiring a language qualified Flight Attendant.

**SECTION 25**  
**COMMUTER POLICY**

- A. The Company's Commuter Policy is intended to limit non-probationary registered Flight Attendant Commuters ("FACs") from a dependability infraction when unable to report for assignments in base. A Flight Attendant may use the Commuter Policy protection no more than two (2) times in any rolling twelve (12) month period.
- B. Registered City
1. A FAC must identify him/herself in writing as a commuter and must register his/her commuter city/airport with the Company. FACs may commute from sister-city airports that are within one hundred (100) miles of their registered commuter city.
  2. The registered commuter city/airport may not be changed more than two (2) times in any twelve (12) month period. The FAC's Company Ultipro mailing address must be in line with the registered commuter city/airport (e.g., the FAC's Ultipro address is Belleville, Illinois and the commuter city/airport is STL).
- C. Flight Listing
1. The FAC will select a primary and back-up flight with available seat(s) or a jumpseat within twenty-four (24) hours of departure from the FAC's registered commuter city or sister-city airport(s).
  2. The primary and back-up flights, per the published schedule, must allow the FAC to report at base and check-in on-time for his or her assignment.
- D. Notification, Reassignment and Pay
1. Notification Requirements:
    - a. Primary Flight: The FAC must notify Crew Scheduling four (4) hours prior to his or her report time or after the first failed attempt to commute, whichever occurs later; and
    - b. Back-up Flight: The FAC must notify Crew Scheduling immediately following the second failed attempt to commute; and
    - c. The FAC must make every effort to report in his or her base as soon as possible following the two (2) failed attempts, unless released pursuant to paragraph 2.a. below.
  2. Reassignment: The FAC, who may not meet his or her report time, will be subject to the following:
    - a. Upon notification from the FAC that he or she will not meet the report time, the Company, at its discretion, may release the FAC without pay for the entire trip.

- b. If the FAC is not released pursuant to paragraph 2.a. above, the FAC may resume the original trip, if applicable, on its return through the FAC's base, as long as the trip was not assigned to a line holder. If assigned to a reserve Flight Attendant, the reserve would be removed upon return to base, and the FAC would resume the trip and be paid according to hours flown for the remainder of the trip. The FAC will not be allowed to resume the trip out of base.
- c. If the FAC is not released or does not resume his or her original trip, the FAC may be assigned to another trip or placed on reserve status. If the FAC is assigned another trip, such trip must be scheduled for completion no more than four (4) hours later than the original trip period, unless the FAC agrees to a later schedule completion. If the FAC is placed on reserve status, it will be for remainder of the original trip period.

3. Pay

- a. The FAC's monthly guarantee will be adjusted to reflect any lost time.
- b. The FAC will be paid and credited only for hours or duty worked.
- c. Credit towards minimum flown hours for healthcare insurance will not be given for trips lost under the Commuter Policy.

E. Required Documentation

To utilize the Commuter Policy, the FAC must provide documentation to his or her Inflight Supervisor within five (5) days of the occurrence to substantiate listing and stand-by for two (2) available flights. Required listing and stand-by documentation includes:

- 1. Mandatory printout of generated listings (e.g., auto-confirmation generated from website); and
- 2. Boarding documents.

F. Corrective Action Protection

- 1. The Commuter Policy protects the FAC from the dependability corrective action (two (2) times in any twelve (12) month period) if a circumstance beyond the FAC's control prevents reporting at base on-time for his or her assignment.
- 2. If the Company is unable to verify that the FAC complied with the requirements of the Commuter Policy, the FAC may be subject to disciplinary action.

G. Training

Training assignments for FACs will be treated the same as a scheduled assignment, and the FAC must follow all procedures outlined in this Section. The FAC is responsible for contacting the Training Department for rescheduling the missed class. The FAC is solely responsible for maintaining in-flight certification.

**SECTION 26  
DURATION**

- A. This Agreement shall become effective on May 5, 2016.
- B. This Agreement shall continue in full force and effect for a term of sixty (60) months and shall renew itself without change each succeeding year thereafter, unless written notice of intended change is served in accordance with Section 6, Title 1 of the Railway Labor Act, as amended, by either party hereto, at least sixty (60) days but no more than one hundred twenty (120) days prior to May 4, 2021, or any subsequent anniversary.

IN WITNESS WHEREOF, the parties have signed this Agreement this July 12, 2016.

FOR THE ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

FOR SPIRIT AIRLINES, INC.

\_\_\_\_\_  
Sara Nelson  
International President

\_\_\_\_\_  
John Bendoraitis  
Senior Vice President and Chief Operating  
Officer

\_\_\_\_\_  
Jorge D. Buchelli  
MEC President

\_\_\_\_\_  
Lania Rittenhouse  
Vice President Inflight Experience

\_\_\_\_\_  
Kathryn A. Ayala  
LEC President, Council 77  
Negotiating Committee Member

\_\_\_\_\_  
Susan M. Kramer  
Director Labor Relations

\_\_\_\_\_  
Paula Mastrangelo  
Senior Staff Negotiator

\_\_\_\_\_  
Gregory McIntyre, Jr.  
Sr. Manager Inflight Base Operation