

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 a Flight Attendant 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.
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.
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.
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	Upon successful completion of initial Flight Attendant training the Flight Attendant's Company Date of Hire shall be considered his or her first day of training.
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)	<p>A person shall be considered a domestic partner of a Flight Attendant provided that all of the following exists:</p> <ol style="list-style-type: none"> 1. Each party is at least 18 years old and competent to contract. 2. Neither person is married, nor a partner to another domestic partnership relationship within the last ninety (90) days. 3. Consent of either person to the domestic partnership relationship has not been obtained by force, duress, or fraud. 4. Each person agrees to be jointly responsible for each other's basic food and shelter. 5. Must have resided with the Flight Attendant at the same address for a period of not less than six (6) months.
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.
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.
Incident	An occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.
International	Any flight outside the contiguous forty-eight (48) states of the United States from the last point of departure at which the crew flying the trip outside the contiguous forty-eight (48) states of the United States goes onboard the airplane. However, "international flying" shall not include Alaska, Canada, Mexico, and the Caribbean (except the Antilles). Notwithstanding the above definition, the definition will be the same in all respects as the pilots of Spirit Airlines, Inc.

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.
Month	Same as Bid period.
Open Time	Any pairings which have not been assigned and are available for pick up or trade up to two days prior to the origination date of the pairing.
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 and 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.
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.
SAP	Schedule Adjustment Period.
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.
Union	The Association of Flight Attendants (AFA).
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:
 - i. Actual or scheduled flight hours, whichever is greater, on a per-duty-period basis; or
 - ii. One (1) credited hour for every 4.35 trip hours; or
 - iii. An average of four (4) hours per duty period.
- 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 Attendants shall receive the following hourly rates based on longevity as follows:

	2/7/03	8/7/03	2/7/04	2/7/05	2/7/06.	2/7/07.
1 st six months	16.67	16.67	17.00	17.34	17.69	18.04
2 nd six months	19.66	19.76	19.83	20.23	20.63	21.04
2 nd year	21.11	21.40	21.62	22.06	22.50	22.95
3 rd year	22.50	22.82	23.28	23.74	24.22	24.70
4 th year	23.81	24.13	24.61	25.10	25.61	26.12
5 th year	25.28	25.61	26.12	26.64	27.18	27.72
6 th year	26.46	26.81	27.35	27.89	28.45	29.02
7 th year	27.83	28.38	28.80	29.38	29.97	30.57
8 th year	28.76	29.19	29.77	30.37	30.98	31.60
9 th year	29.70	30.15	30.75	31.37	32.00	32.64
10 th year	30.93	31.40	32.03	32.67	33.32	33.99
11 th year	31.64	32.09	32.73	33.39	34.05	34.74
12 th year	32.25	32.77	33.43	34.09	34.78	35.47
13 th year	32.73	33.26	33.93	34.60	35.30	36.00
14 th year	33.04	33.58	34.25	34.94	35.64	36.35
15 th year	33.32	33.95	34.63	35.32	36.03	36.75
16 th year	34.01	34.24	34.92	35.62	36.34	37.06

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 10th for a 15:00 credit hour trip on June 7th. Crew Scheduling notifies her on June 6th that her June 7th 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.
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.

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 (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 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 \$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 seventy-five percent (75%) 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 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 4th, 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 seventy-two (72) hour 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 seventy-two (72) hour 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 seventy-two (72) hour guarantee.
5. A Flight Attendant shall be paid one (1) hour above his or her monthly guarantee at his or her applicable rate for FAA or Company required home study curriculum.

Q. Requalification Pay

During Requalification Training after a leave of absence, a Flight Attendant shall receive training pay equivalent to that of the prevailing minimum hourly wage.

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. Upon request, a Flight Attendant shall be paid by direct deposit into an account for that Flight Attendant with the financial institution of the his or her choice, so long as the institution provides the service.
2. The Company shall issue paychecks every other Friday. Each check shall include 1/26th of the Flight Attendant's annual guarantee (the annual guarantee shall equal twelve times the monthly guarantee, unless the Flight Attendant has dropped trips or is on unpaid status). A Flight Attendant shall submit proper paperwork on the Friday preceding the paycheck. Per diem for the month shall be paid on the first paycheck of the subsequent month unless said paycheck is dated prior to the eighth (8th) of the month, in which case per diem shall be paid on the second paycheck of the subsequent month. All other amounts due for the month above guarantee shall be paid on the second paycheck of the subsequent month.
3. Effective with the implementation of the new crew electronic reporting system (Crew Pay), the Company shall provide to each Flight Attendant at his or her base within the first five (5) days of each month an electronic record documenting all credits, per diem, and any other pay item for the preceding month. The Flight Attendant shall review this statement for accuracy.
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 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.

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. Who are scheduled for five (5) hours block-to-block or more on the ground at any station away from base;
 - e. Who are on delays away from base projected for five (5) hours block-to-block or more; and
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 never be less favorable than other crewmembers
 - a. Hotel Services
 - i. Free courtesy car/van transportation;
 - ii. Twenty-four hour front desk operation;
 - iii. Expedited check-in and checkout procedures;
 - iv. Reliable message service;
 - v. Reliable wake-up service;
 - vi. Suitable housekeeping services;
 - vii. Available on-premises restaurant and room service and/or van service to restaurant(s);
 - viii. In the absence of an open on-premises restaurant, the hotel shall ensure that breakfast items are available for Flight Attendants; and
 - ix. Free local and toll free calls.
 - b. Security
 - i. Located in safe area, patrolled by police and/or private security;
 - ii. Entrances to hotel limited and monitored;
 - iii. Well lighted hallways;
 - iv. Sprinklers and smoke detectors in guest rooms; and

v. 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

- i. Within reasonable distance from the airport; and
- ii. Safe neighborhood for walking.

d. Rooms

- i. Single occupancy with double, queen or king sized beds;
- ii. Clean and neat;
- iii. Adequate size;
- iv. Linen and towels changed before each occupancy;
- v. Shower with tub; and
- vi. Rooms on the second floor or above if possible, away from traffic, parking lots, elevators and ice machines.

e. Preferred Items

- i. Van service to theaters and restaurants;
- ii. Discounts of 10% or more in restaurants and lounges;
- iii. Check cashing privileges of at least twenty dollars (\$20.00);
- iv. Complimentary coffee;
- v. Complimentary holiday meals and activities;
- vi. Close proximity to historical and cultural attractions;
- vii. Complimentary toiletries;
- viii. Recreation facilities, pool, Jacuzzi, exercise room, etc.; and
- ix. 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.

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. 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.

E. 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 one dollar fifty cents (\$1.50) per hour or fraction thereof for domestic flying beginning at check-in time and ending at release time.
2. The 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 shall be calculated annually based upon the prevailing CPI rate and the Per Diem rate of one dollar fifty cents (\$1.50).

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. The required uniform will consist of the following:
 - a. All Flight Attendants shall be required to have the following:
 - (1) Name tag
 - (1) Pair of wings
 - (1) Apron
 - (1) Trench coat
 - (1) Blazer
 - (1) Set of Epaulettes
 - b. Female Flight Attendants shall be required to have two (2) complete uniforms consisting of any combination of the following:
 - (1) Dress (with belt when applicable to dress style)
 - (1) Pair of slacks or one (1) skirt paired with choice of three (3) long or short-sleeved aviator shirts
 - (1) Pair of slacks or one (1) skirt paired with a short-sleeved tailored top
 - c. Male Flight Attendants shall be required to have two (2) complete uniforms as follows:
 - (2) Pairs of trousers
 - (5) Long or short-sleeved aviator shirts
 - (1) Belt
 - (1) Tie
2. 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 Flight Attendant.

C. Optional Uniform Items

1. The following optional uniform items may be available for purchase by the Flight Attendant. Additional optional uniform items may also be prescribed in the Flight Attendant Manual.

a. Female:

Vest
Standard long or short-sleeved shirts
Shorts
Sweaters
Scarf

b. Male:

Vest
Sweaters
Standard long or short-sleeved shirts

2. 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.

D. Maternity Uniforms

The Company shall make available for purchase by the Flight Attendant an approved maternity uniform.

E. 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.

F. 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.

G. Uniform Allowances

1. After a Flight Attendant has completed twelve (12) months of active service he or she shall be provided a one hundred dollar (\$100) uniform credit for every twelve (12) months of active service with the Company.

2. The Flight Attendant shall receive his or her uniform credit simultaneously with his or her longevity pay increase.
3. All uniform credits may be applied toward the Flight Attendant's choice of uniform pieces, and shall not be restricted to required items.

H. Uniform Changes

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.1 above, at no cost to the Flight Attendant.

I. 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.

J. 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.

SECTION 6 SENIORITY AND PROBATION

A. Seniority Accruals

1. Company seniority shall be defined as the original date of hire in any capacity as an employee. Company seniority determines travel benefits, all other benefits, 401(k) vesting, vacation and sick leave accrual as provided in Sections 11, 12 and 18 of the 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

Longevity shall begin to accrue from the first date of assignment to the line as a Flight Attendant 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 in each base and electronically, when feasible, for review by the Flight Attendant workforce by January 10th and July 10th each year. A System Seniority List will be available from each Base Manager and will be provided to any Flight Attendant upon request. The list shall be furnished to the LEC and MEC Presidents.
2. Seniority lists shall contain the following information:
 - a. Employee name;
 - b. Employee number;
 - c. Base;
 - d. Company seniority;
 - e. Flight Attendant bid seniority;
 - 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 Management

Any employee given temporary special assignment of fewer than ninety (90) days shall retain and continue to accrue seniority and longevity and shall have the option to return to a Flight Attendant position covered under this Agreement. Employees accepting (a) promotions to supervisory positions within the Inflight Department or (b) promotions to positions in Training with duties directly associated with training Flight Attendants, will retain accrued seniority and longevity and will continue to accrue seniority and longevity for a period of one (1) year while in that position.

E. Transfers Out of Inflight Department

Employees transferring from the Inflight Department to another department at their own request will retain bid seniority and longevity for a period of one (1) year at which time they will forfeit all inflight seniority and longevity and be removed from the Seniority List. Prior to the end of the one (1) year, the employee may return to the position of Flight Attendant.

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 C 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

The following provisions apply to all domestic scheduled service and domestic charters; except that, flight and duty rules for charter operations may be conducted under FAR, Part 121 Supplemental Flight and Duty Rules for flight deck members. Rules pertaining to international service shall be no less favorable than those rules implemented for pilots.

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

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

- a. 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 schedule completion.
- b. 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.
- c. 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.

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

- a. 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 10 hours that must begin no later than twenty-four (24) hours after the commencement of the reduced rest period.

- b. 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.
- c. 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.

<u>Scheduled Flight Time During any 24 Hour Period</u>	<u>Minimum Hours of Rest</u>		
	<u>Normal</u>	<u>Actual</u>	<u>Compensatory</u>
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 calendar day in the seven 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 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.

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.

- 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 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.
- b. A Flight Attendant is on duty until thirty (30) minutes after release from a trip assignment, deadheading, ferrying, during all time involved when being tested for drug or alcohol use, and while in training.
- c. Check-in times for trips may not be scheduled for less than one (1) hour before flight time. However, a check-in time away from base may be reduced up to thirty (30) minutes due to irregular operations for the purpose of ensuring minimum rest.
- 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 eight (8) scheduled block hours per duty period.
- 2. Notwithstanding the provisions of C.1. above, pairings may contain greater than eight (8) 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.

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, thus the pairing may only contain two (2) scheduled segments.

5. A Flight Attendant may be scheduled for up to eighty-eight (88) credit hours per bid period. However, he or she may voluntarily schedule themselves up to one hundred (100) block hours by trading or picking up trips(s) as long as there are no Flight Attendants who are involuntarily furloughed.
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 and Move-up Flight Attendants shall be scheduled for at least thirteen (13) days off in base in any bid period. Reserve Flight Attendants will be scheduled for at least twelve (12) days off in base in any bid period.
3. 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.
4. For the purpose of determining days off, if a flight is scheduled to terminate before 2400, and actually terminates after 0200 and causes the Flight Attendant to drop below minimum guaranteed days off, 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 as a positive space, must-ride basis at the time the trip, training or special assignment is awarded and the Flight Attendant shall be given a locator number.

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.
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.
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 or Part 135 air carriers, or Company-operated aircraft for all deadhead segments.
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 shall 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. The Company shall maintain a standard method of notifying Flight Attendants if a scheduled flight is delayed by more than ninety (90) minutes or cancelled. When a Flight Attendant's flight is delayed by more than ninety (90) minutes, and he or she can be contacted with positive notice at his or her home or hotel of the rescheduled check-in time, the Flight Attendant's duty period shall commence at the rescheduled check-in time.
4. The Company shall not contact a Flight Attendant between 2200 and 0800 unless there is a change in his or her schedule that requires contact during that time. In such a case, the Flight Attendant may be called ninety (90) minutes prior to the original report time provided the call is made so as to minimize the disruption to his or her rest.
5. The Company may not contact a Flight Attendant during any minimum rest period 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.
6. 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 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. 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 eight (8) credit hours per month.
2. The Union Scheduling Committee members, 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 access to all scheduling related transactions governed by this Agreement. In addition, the Union Scheduling Committee Chairperson shall not be denied access to the Scheduling Department except during periods of irregular operations.
3. The Scheduling Committee and Crew Resources shall work together during the pairing and line construction process. The Union Scheduling Committee shall have access to planning and marketing data used in the pairing and line construction process.
4. Crew Scheduling related transactions governed by this Agreement shall be recorded and preserved for sixty (60) 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.
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 hard copy form:
 - a. All Regular and Reserve bid lines at each base shall include the following information:
 - i. Trip numbers;
 - ii. Flight numbers and frequency;
 - iii. All scheduled stops by station;
 - iv. Departure and arrival times;
 - v. Intermediate stop block-to-block times;
 - vi. Total block-to-block times;

- vii. Daily duty period;
- viii. Layover station and off-duty time;
- ix. Total time away from base;
- x. Total credited time;
- xi. LOD positions; and
- xii. 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 (5th) 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 (5th) 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 (5th) 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 (5th) 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. 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 Move-up 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 eight (8) scheduled block hours per duty period.
3. Notwithstanding the provisions of D.2. above, pairings may contain greater than eight (8) scheduled block hours per duty period provided that 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) revenue 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 any segment or portion thereof operates during the hours of 0100 and 0500.

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 thus the pairing may only contain two (2) scheduled segments.

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

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. The Company shall make every reasonable effort to build Language Qualified positions into pure Language Lines.
- vi. The Company shall make every reasonable effort to build some bidline(s) with all weekends off.
- vii. The Company shall first construct bidlines in patterns, taking into consideration the recommendations of the Union Scheduling Committee, Flight Attendant utilization, and operating economies.
- viii. No more than thirty-three (33) block hours will be constructed within seven (7) consecutive days.
- ix. 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. Move-up Lines

Move-up lines shall be initially constructed with no scheduled activity or designated days off. There will be no Reserve days on Move-up lines.

- i. A Flight Attendant shall indicate a preference for a Move-up line on his or her monthly bid, and if sufficient lines are available, he or she shall be awarded a Move-up line in seniority order.
- ii. Move-up lines shall be constructed from remaining Open Time at that base after the closing of the SAP as referenced in paragraph K of this section.
- iii. Move-up lines shall contain a minimum of thirteen (13) days off.
- iv. A Flight Attendant bidding a Move-up 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

- i. 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.
- ii. All 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.
- iii. All Reserve lines shall contain designated Reserve availability shifts in accordance with Section 9.C.
- iv. All Reserve Flight Attendants shall be subject to Ready Reserve assignment in accordance with Section 9.F.
- v. Notwithstanding the provisions of paragraph 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 room hotel 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 prior to the beginning of each quarter.

F. Bidding and Awarding Procedures

1. Bidding Procedure

Bidding will be accomplished by completing the prescribed bid form. A Flight Attendant shall be permitted to submit bids by personal delivery, fax, e-mail or any other method mutually agreed upon which provides confirmation of receipt.

- 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 be legible, and 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, or Ready Reserve preference must be indicated.
- d. 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 When a Flight Attendant is on TDY or training out of his or her base, the Company will, upon request, ensure that the Flight Attendant receives a bid packet at that location in a timely manner.

2. Awarding Procedure

The Company shall post Initial Bid Awards by hard copy at each base, on CrewTrac, Crew Voice, and the toll-free telephone line. Final Bid Awards shall be provided to each Flight Attendant via hard copy to each v-file, on CrewTrac and Crew Voice.

- 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. Any corrections to the award will be communicated to all Flight Attendants affected.
- b. Copies of all Initial and Final Bid Awards will be forwarded to the designated Union representatives upon request.

3. Buddy Bidding Procedures

Flight Attendants in a base may identify on their monthly bid forms to Crew Resources their desire to buddy bid for the subsequent bid period.

- a. Bids shall be submitted by the most junior Flight Attendant in his or her bid.
- b. 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.

Example: Flight Attendant X (seniority #100) submits a bid on behalf of herself and Flight Attendant Y (seniority #20) for bidline #7. After all Flight Attendants senior to X, excluding Y, have been awarded their choices, there are two (2) remaining positions open on bidline #7. X and Y will be awarded bidline #7.

- c. 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.

Example: Flight Attendant X (seniority #100) submits a bid on behalf of herself and Flight Attendant Y (seniority #20) for bidline #7. After all Flight Attendants senior to X, excluding Y, have been awarded their choices, there are no positions open on bidline #7. X and Y's other bidline choices will be independently considered and awarded if still available at that time.

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 (8th) day of

the month or the last business day prior to the eighth (8th) day of the month. Final bidlines and pairings shall be forwarded to the Scheduling Committee by the eighth (8th) day of the month at 1200L, or the last business day prior to the eighth (8th) 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 to each Flight Attendant V-file by 1200L on the twelfth (12th) day of the month or the first business day after the twelfth (12th). Bids shall close at 1200L 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 by 1800L thirty (30) hours after the closing of the bid.
4. The Bid Contest Period for errors will close at 1800L the following day. Any required changes shall be completed before the beginning of the Transition period.
5. Transition will be completed within sixty (60) 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 of his or her newly adjusted bidline credit value via hard copy at each base, the toll-free telephone line, Crew Voice and CrewTrac, by 0600 on the final day of the Transition period.
7. The Schedule Adjustment Period (SAP) will begin immediately after the Transition period ends and will be open for 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. Move-up lines will be published forty-eight (48) hours after the Final Bid Awards are published.

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
 - b. He or she may work the trip and drop a trip or Reserve day to restore days off later in the month without credit protection. The Flight Attendant and Crew Scheduling shall mutually agree on a trip or Reserve day to be dropped subject to Critical Day considerations.
5. If a Flight Attendant's trip overlaps into days off the following month and as a result he or she is scheduled for fewer than the minimum guaranteed days off, the Flight Attendant shall do the following:
 - a. Work the trip and be credited in addition to the monthly guarantee for the hours of the trip; and
 - b. Drop a trip or Reserve day to restore days off later in the month with credit protection. The Flight Attendant and Crew Scheduling shall mutually agree on a trip or Reserve day to be dropped subject to Critical Day consideration.

I. Training Conflicts

1. Training assignments shall be awarded or assigned in accordance with the provisions of Section 10.
2. All trips which overlap with a Flight Attendant's training assignment will be dropped in their entirety during the Transition Period. A Flight Attendant who loses projected credit hours due to a contractual or regulatory Training 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.

J. Vacation Conflicts

1. Vacation schedules shall be awarded and adjusted in accordance with the provisions of Section 11.
2. All trips which overlap with a Flight Attendant's Vacation will be dropped in their entirety during the Transition Period. A Flight Attendant who loses projected credit hours due to a contractual or regulatory Vacation 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.

K. Schedule Adjustment Period (SAP)

The SAP is a period of time which begins after Flight Attendants' schedules have been adjusted for the following bid period due to Lead-in, Training, Vacation or other conflicts. During the SAP all Initial Open Time shall be made available for credit restoration and

bidline improvement for a minimum period of forty-eight (48) hours. Initial Open Time shall be posted in writing at each base, on CrewTrac, on the website, and shall be distributed by any other mutually agreeable method. Crew Scheduling will process requests for Open Time by base in the following order:

1. Credit Restoration

a. Voluntary.

i. 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.

ii. 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. Involuntary.

Flight Attendants with a projected credit deficit below seventy-two (72) hours who did not adjust themselves during the SAP may be assigned as follows:

i. Open Time trip(s) may be assigned within the applicable parameters of two (2) hours prior to and two (2) hours after the original parameters of the dropped trip. Crew Scheduling may assign credited hours to increase projected schedules up to at least seventy-two (72) hours. If necessary, Crew Scheduling shall assign trips under this provision first to the Flight Attendants who have the lowest projected hours on their bidline at that time.

ii. If Open time is not assigned, the Flight Attendant shall be on Reserve status during the applicable original parameters of the dropped trip.

a. Rules regarding trip integrity shall be waived while on Reserve status.

b. The Flight Attendant shall be credited four (4) hours per Reserve day or the credited hours of the assigned trip, whichever is greater.

- c. In the event a subsequent trip is lost as a result of a Reserve assignment, the Flight Attendant shall be credited the greater of the trip lost or the trip flown.
- d. Notwithstanding the provisions in paragraph 1.b. above, a Flight Attendant with a projected credit deficit below seventy-two (72) hours caused by dropped trips due to Vacation 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

Flight Attendants who wish to pick up Open Time trips to increase his or her bid period credit must indicate how much additional time he or she is requesting. The Flight Attendant may submit multiple requests 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 by hard copy in v-files of those Flight Attendants whose lines have been adjusted, on Crew Voice and CrewTrac.

L. Voluntary Bidline Adjustments (Post-SAP)

All Voluntary Bidline Adjustment requests will be processed in order of base seniority except those requests to trade/drop trips between Flight Attendants. 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 and denials for voluntary adjustments will be published daily on CrewTrac, by hard copy in the crew room, on Crew Voice and the toll-free telephone line. Any denial of an adjustment will contain a detailed explanation. All awards and denials shall be e-mailed on a daily basis to the MEC President or his or her designee.

1. Daily Open Time

Daily Open Time is all Initial Open Time which remains unassigned after the SAP has ended, 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. Open Time shall be posted on Crew Voice and CrewTrac as soon as such flying is known. It shall be posted via hard copy in the crew room daily. Open Time shall be available on the internet when internet access becomes available.
- 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, e.g., language qualified.
- c. Open Time requests must be submitted by 2359L for trips two (2) days out and later. Open Time shall be awarded in seniority order by base by 1000L the next day.

Example: Flight Attendant X wishes to pick up a pairing from Open Time which operates on Friday, June 6th. She must submit her request by 2359L on Wednesday, June 4th. The pairing will be awarded by 1000L on Thursday, June 5th.

- d. All awarded Open Time shall be paid and credited in addition to the monthly guarantee unless the Flight Attendant has voluntarily changed his or her schedule to drop credit hours below guarantee, i.e., trip trade or drop.
- e. All Flight Attendants may pick up Reserve periods from Open Time. However, Open Time Reserve periods will first be awarded to Reserve bidline holders in seniority order, followed by Regular and Move-up bidline holders in seniority order.
 - i. Rules regarding schedule integrity must be waived.
 - ii. Regular and Move-up bidline holders shall be paid and credited the greater of the trip flown or the scheduled trip missed.
- f. Picking up Open Time upon verbal short notice to Crew Scheduling will be permitted subject to Company approval.

2. Trades with Open Time

- a. A Flight Attendant may trade trips within the same base and qualification. Trade requests must be received by 2359L two (2) days prior to the departure time of the earlier trip. Open Time trades shall be processed in seniority order by base by 1000L the next day.

Example: Flight Attendant X's trip operates on Friday, June 6th. X wishes to trade her trip for an Open Time trip which operates on Wednesday, June 11th. X must submit her request by 2359L on Wednesday, June 4th. The trade will be processed by 1000L on Thursday, June 5th.

- b. A Flight Attendant may trade a trip for another trip of fewer, more or the same number of days or hours. The Flight Attendant shall have his or her projected credit increased or reduced accordingly. If the trade projects the Flight Attendant below the minimum monthly credited hours, his or her guarantee shall be reduced by the number of credited hours the trade projects the Flight Attendant below guarantee.
- c. 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.
- d. 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).
- e. Trip trades with Open Time shall not be unreasonably denied. Reasons for trip trade denials may include unanticipated operational needs.

3. Drops to Open Time

A Flight Attendant may drop trip(s) into Open Time with the concurrence of Crew Scheduling subject to operational needs. The Flight Attendant shall have his or her projected credit reduced accordingly. If the drop 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.

4. Trades with Other Flight Attendants

- a. Regular and Move-up bidline holders may trade trips requiring the same qualifications, e.g., language, within the base. Trade requests must be received by 2359L two (2) days prior to the departure time of the earlier trip. Trades will be processed by 1000L the next day.

Example: Flight Attendant X's trip operates on Friday, June 6th. Flight Attendant Y's trip operates on Wednesday, June 11th. X wishes to trade with Y. X and Y must submit their request by 2359L on Wednesday, June 4th. The trade will be processed by 1000L on Thursday, June 5th.

- 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.

5. Trip Drops and Pick-ups between Flight Attendants

- a. The Company shall provide a means for Regular and Move-up bidline holders to offer trips for pick up by other Flight Attendants in the same base on days off on a first come, first served daily basis. Regular and Move-up bidline holders may also personally arrange trip drops to other Flight Attendant in the same base on days off.

- i. An immediate means for offering trips for pick up shall be a book located in each crew room.
- ii. Other means of offering trips for pick up shall be mutually agreed upon within 120 days after ratification of this Agreement.

- b. Drop and Pick-up requests must be received by 2359L two (2) days prior to the earlier departure time. Requests will be processed by 1000L the next day.

Example: Flight Attendant X's trip operates on Friday, June 6th. X wishes to drop her trip to Flight Attendant Y who will be on her days off during the operation of X's trip. X and Y must submit their request by 2359L on Wednesday, June 4th. The request will be processed by 1000L on Thursday, June 5th.

- i. The Regular or Move-up bidline holder accepting the pairing must waive minimum days off requirements and cannot create a conflict causing him or her to drop an originally scheduled pairing.
 - ii. 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.
 - c. The Flight Attendant originally holding the trip will have his or her bid period projected credit reduced by the value of the trip forfeited. If such drop results in a projected schedule of less than seventy-two (72) credited hours, the Flight Attendant's guarantee shall be reduced by the number of credited hours the drop projects him or her below guarantee.
 - 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.
 - e. Verbal short notice drops and pick-up shall be permitted with Company approval.
6. Reserve Moves, Trades and Pick-ups

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 Section 9.H.

M. Order of Assignment

Daily Open Time trips not awarded through voluntary adjustments shall be assigned no more than two (2) days prior to the date of operation 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.
- 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.

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 on Friday and is placed on Time Recoverable status. If the Flight Attendant has not been assigned a trip by 0700 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 Friday, he shall be automatically released from all duty for Saturday. If the Flight Attendant has not been assigned a trip by 0001 Saturday, he shall be automatically released from all duty for Sunday.

- d. If a Flight Attendant is removed from a trip within twenty-four (24) hours of the trip's check-in time, or is removed from any portion of his or her trip after 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, a Flight Attendant is removed from a three-day trip which checks in at 0700 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 in paragraph pursuant to paragraph I. c. above.

- e. A Time Recoverable Flight Attendant:
 - (1) Shall not be assigned Reserve;
 - (2) 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;
 - (3) 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, whichever is greater.

O. Volunteer Status

The Company shall maintain a 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 0700L). In that event, Crew Scheduling may Junior Assign a Flight Attendant after 2000L 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. Junior Assigned Flight Attendants 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. The Company shall make available at each affected base a Junior Assignment log each day with a copy to the designated Union representatives 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

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, 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. The uncovered segment or trip is scheduled to depart in less than two (2) hours.
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 Flight Attendant to his or her original trip as soon as possible if economically and logistically feasible.
 - b. Assign Flight Attendant to a segment(s) or trip which will return him or her closest to the return date/time of their original trip.

R. Delays

A Flight Attendant who is on a trip and is delayed because of weather or mechanical will be provided a hotel 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

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 on Time Recoverable Status during the time of the originally scheduled trip. 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.

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.

U. Duplicate Assignments

If there is a duplicate assignment due to a Crew Scheduling 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.
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 sixty (60) 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 shall 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. New Systems

During the term of this Agreement, the Company and the Union reserve the right to explore and discuss other bidding alternatives such as Preferential Bidding System(s).

1. The MEC Scheduling Chairperson and other Union representatives will be invited to meetings scheduled by the Company with individual vendors.
2. No Preferential Bidding System will be implemented without a mutually agreed upon Letter of Agreement.
3. Notwithstanding the provisions of paragraph X.2. above, the Company and the Union agree that, by operation of this Agreement, pay protection for lost credit hours due to Lead-in, Training and Vacation conflicts no longer exists, and these types of pay protection will not be the subject of any negotiations and/or Letter of Agreement relating to the implementation of a Preferential Bidding System. Accordingly, these types of pay protection will not otherwise exist with the implementation of a Preferential Bidding System.

Y. Scheduling Manual

The Company and the Union will make every effort to develop an initial draft of a Scheduling Manual within one hundred twenty (120) days after ratification of this agreement. This manual will become an addendum to this agreement and will provide greater detail and examples concerning the provisions affecting scheduling. The manual will include a "Question and Answer" format. Interpretations and examples used in the Manual will be agreed to by both parties and will be updated and revised as necessary. A copy will be distributed to Flight Attendants, Inflight Management, Training and Crew Schedulers.

Z. 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.

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 eight (8) awarded immoveable days shall be designated in the Flight Attendant's Final Schedule as Guaranteed Days Off (GDO). A hard copy of the Final Schedule shall be distributed to all Reserve Flight Attendants' v-files or through other mutually agreeable methods.
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. 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 on the first day of his or her Reserve period and ending at 2400 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 at which time 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 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, Crew Scheduling releases her with no further or future assignment. She is released until the beginning of her next Reserve Shift 'B' at 0701 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. If the required rest causes the Flight Attendant to be unavailable for the beginning of his or her next scheduled Reserve Shift, his or her Reserve Shift shall be adjusted in accordance with paragraph C.4. 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, Crew Scheduling assigns her to a new trip which checks in at 0630 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. Notwithstanding the provisions of paragraph 3. above, a Flight Attendant's Reserve Shift shall change in the event that the completion time of an assignment conflicts with his or her subsequent scheduled Reserve Shift period. As such, the Flight Attendant will be assigned the next scheduled Shift subject to Section 7.A.1. He or she will continue to assume the newly assigned Shift on a daily basis for the duration of the block of Reserve available days. The Flight Attendant shall revert to originally scheduled Reserve Shift periods for all subsequent blocks of Reserve available days in the month.

Example: Flight Attendant Z is scheduled for Reserve Shift 'B.' Upon completing her assignment at base at 2300, Crew Scheduling releases her with no further or future assignment. Shift 'B' on the following day has already begun before she has completed scheduled in base rest. Her next Reserve Shift will now be Shift 'C' beginning at 1401. She will continue on Shift 'C' for the remainder of her block of Reserve available days.

5. 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 is 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.

6. 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.

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. A Reserve Flight Attendant may be assigned during his or her Reserve Shift period to a trip or Ready Reserve assignment for the current day or up to two (2) days in advance of the assignment in accordance with Section 8.M.
- 4. Reserve Flight Attendants shall be assigned in the following order:
 - a. During the first four (4) days of the bid period, available Reserve Flight Attendants will be assigned on a first-in first-out basis unless the assignment requires a special qualification, e.g., language.
 - b. Following the first four (4) days of the bid period, available Reserve Flight Attendants will be assigned in order of total projected credited hours for the month. Flight Attendants with the lowest projected credited hours will be assigned first unless the assignment requires a special qualification, e.g., language.
- 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. 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 utilizing pagers or telephone answering devices while available on Reserve must return a call to Crew Scheduling within fifteen (15) minutes of the page or 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.

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 to the Flight Attendant with the lowest credited hours accrued for the month unless:
 - a. Neither Flight Attendant has accrued credited hours, then the more junior Flight Attendant shall be assigned the trip; or
 - b. The assignment requires a special qualification, e.g., language, possessed by one of the Flight Attendants.
 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 (5th) 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. All such requests must be received by 2359L two (2) days prior to the earlier day(s) affected. Requests will be processed by 1000L the next day.

2. 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.
 - a. 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.
 - b. 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 days on duty.
3. A Reserve Flight Attendant may request to pick up a Reserve period on his or her scheduled day off from Daily Open Time. Requests will first be awarded in seniority order to Reserves, then in seniority order to Regular and Move-Up bidline holders. The Reserve Flight Attendant will be credited above minimum monthly guarantee for the Reserve period or hours flown during the Reserve period.
4. A Regular or Move-Up bidline holder may drop a scheduled trip to a Reserve Flight Attendant on his or her day off in accordance with Section 8.L.5.b. The Reserve Flight Attendant will be credited above minimum credit guarantee for the trip flown during his or her day off.

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. Reserve Flight Attendant may be released on the last day of his or her Reserve duty with the concurrence of Crew Scheduling.

SECTION 10 TRAINING AND MEETINGS

A. Training and Meeting Schedules

1. All mandatory general Company training and meetings known prior to the publication of bidlines shall be shown in the bidlines for bidding. Other mandatory general Flight Attendant meeting dates shall be announced as soon as possible. If a Flight Attendant is not required to attend scheduled training, the designated training day shall be considered a day off.
2. Training specific to a base known prior to the publication of bidlines shall be published in the bidlines for that bid period.
3. Notwithstanding the provisions of paragraphs A.1. and A.2. above, if it is not possible to publish training on all bidlines, Flight Attendants not assigned to training may select in seniority order from posted training dates provided there is space available in the desired class.
4. Flight Attendants shall be notified of any special training as soon as practicable, but generally shall have at least five (5) days notice.
5. A Flight Attendant shall not be required to pay for training required by the Company.
6. Flight Attendant shall not be required to interrupt vacation or leave of absence to participate in training.
7. 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.
8. Recurrent training dates shall be published in the bid package. 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.
9. Classroom training shall not exceed eight and one-half (8-1/2) hours per day, excluding meal and break periods, nor be scheduled between 2200L and 0600L. Should circumstances occur that require an exception to the above, the Company shall confer with the MEC President or designee.

10. 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.
11. 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.
12. 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 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 seventy-two (72) hour 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 his or her seventy-two (72) hour guarantee.
7. A Flight Attendant assigned to training on his or her day off, shall receive four (4) credit hours in addition to his or her seventy-two (72) hour guarantee.

**SECTION 11
VACATION**

A. Accrual

1. A Flight Attendant shall accrue vacation in accordance with Company seniority. Vacation shall be calculated as of December 31st 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 1st of a calendar year, his or her vacation accrual rate shall be as follows:

Full Calendar Year of Service (Accrual Year)	Monthly Accrual Rate in the Accrual Year (in hours)	Total Annual Accrual (Vacation Year)
1 st	4.67	56
5 th	7.0	84
10 th	8.17	98
15 th	9.33	112
20 th	10.5	126
25 th	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 1/12th 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 1st of the Vacation year.
2. By October 1st 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 on October 16th of each year and placed in each Flight Attendant's v-file and posted on the web site. Bids shall close by 1200 on November 16th. Awards will be posted in the crew room and on the web site by November 30th.
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 11th 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 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, 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 on the appropriate form not later than the fifth (5th) 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 on the appropriate form not later than the fifth (5th) 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 on the appropriate form not later than the fifth (5th) of the month preceding the month containing the open vacation slot.

4. A Flight Attendant who loses 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 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 Reserves to cover fifteen percent (15%) of the flights scheduled to operate in that base on the day(s) requested off.

Example: A DTW based Flight Attendant requests Float Vacation on a four day trip. DTW has 22 scheduled departures on that day. At the time of the request, there must be 13 reserves available on that day in order for the request to be approved.

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 that 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 (1) 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 credited 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 credited hours. Her Vacation Bank shall be charged and credited 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.

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 may make such postponements mandatory 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 time 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.

H. Monthly Vacation Scheduling

1. All trips which touch a Flight Attendant's Vacation Period shall be dropped during the Transition Period. 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 1st through June 7th. Her monthly schedule includes the following:

June 2nd --- (1) day pairing worth (6) credit hours.

June 6th --- (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 six (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 Scheduling 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 Move-up 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

No Flight Attendant may carry Vacation credit to the following year in excess of the guidelines below:

1. All previous Vacation credit accrued prior to January 1, 2003 and carried over must be used during the term of this Agreement. The maximum allowable Vacation Carry-over credit to the following year shall be as follows:
 - a. December 31, 2003 --- sixty (60) hours.
 - b. December 31, 2004 --- forty (40) hours.
 - c. December 31, 2005 and thereafter --- twenty-eight (28) hours.
2. Notwithstanding the provisions of paragraph I. above, Vacation credit may be carried over in accordance with paragraphs D.5. and G.3.

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 placed in the Flight Attendant's v-file after processing.
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.

SECTION 12 SICK LEAVE

A. Sick Leave Accrual

1. A Flight Attendant shall accrue 3.75 hours overall of Sick Leave credit for each full calendar month of active service with the Company to an overall maximum of four-hundred (400) hours. Effective on the Anniversary of the signing of this Agreement in 2005, a Flight Attendant shall accrue 4.0 hours of Sick Leave 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

A Flight Attendant shall accrue 2.75 hours of Sick Leave for each full calendar month of active service. Effective on the Anniversary of the signing of this Agreement in 2005, a Flight Attendant shall accrue three (3) hours of Sick Leave for each full calendar month of active service. This accrual shall be credited into a Primary Sick Bank up to a maximum of one hundred fifty (150) hours.

2. Secondary Bank

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 who has reached the maximum allocation for the Primary Bank will have any overflow deposited into his or her Secondary Bank.

Example: A Flight Attendant has eighty-five (85) hours banked in her Primary Bank and two hundred (200) hours in her Secondary Bank. The Flight Attendant suffers a serious illness. She will first exhaust her Primary Bank. Assuming she has met the conditions of a long-term illness, she can then draw from her Secondary Bank.

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. All Sick Bank accruals held at the time of signing of this Agreement shall be credited to the Flight Attendant's Primary Sick Bank and shall not be subject to a maximum cap. However, should the amount of Sick Leave held at the time of this Agreement exceed one-hundred fifty (150) hours, future Primary Sick Leave accruals shall be credited to the Flight Attendants Secondary Sick Bank until such time as the balance of the Primary Sick Leave bank is less than the maximum.
2. Active service shall include jury duty, bereavement leave, military leave, Union leave, vacation, paid Sick Leave or Worker's Compensation Leave.
3. For the first thirty (30) days that a Flight Attendant is on an unpaid personal leave, unpaid FMLA 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.
4. 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.D.
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:
 - i. A Flight Attendant who is in his or her first year of employment with the Company;
 - ii. A Flight Attendant in the first year following an FMLA during which he or she exhausted all accrued Sick leave hours;
 - iii. 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:
 - i. The borrowed hours may be used only for one (1) continuous illness or injury.
 - ii. The borrowed hours must be repaid each month by the amount of Sick 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.
 - iii. The borrowed hours may also be repaid in accordance with the provisions of paragraphs G.1. and G.2. below.
 - iv. 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. Company 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.
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 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 hotel room until the end of his or her originally assigned trip. 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.

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 unpaid leave for the birth or adoption of a child;
 - b. Six (6) months of unpaid leave for care of a spouse, child or parent with a serious health condition; and
 - c. Thirty-six (36) months of 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, 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 two (2) months.

C. 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.

D. 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 thirty-six (36) 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, and 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.
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.
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.

E. 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.

F. 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 fifteen (15) 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.

G. 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) 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.

H. 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 after a leave of absence, a Flight Attendant shall receive training pay in accordance with Section 3.
4. When a Flight Attendant undergoes Requalification Training upon return from a leave of absence, such Flight Attendant shall be placed on active payroll status upon completion of such Requalification Training.
5. 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.
6. 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.

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 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 three (3) year maximum period for a medical leave of absence. 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.

2. 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 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 a bid to the Vice President of Inflight or her designee before the tenth (10th) of each month stating the base(s), in order of preference, to which she or he 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.
4. By the fifteenth (15th) 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. 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 Hire Base 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 involuntary 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. When practicable, 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 twenty-four (24) months 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 her 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 5th – 9th for the purpose of moving. She was originally scheduled to work two 3-day trips beginning on June 4th and June 8th. She will be pay-protected for the portion of her trips missed on June 5th, 6th, 8th and 9th.

Moving days
3 4 5 6 7 8 9 10 11
←trip→ ←trip→

In the event that an originally scheduled trip(s) falls outside of the moving period (e.g., June 4th and 10th 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 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 and assigned for no longer than one (1) bid period unless otherwise agreed upon by the Company and the Union.
4. Temporary assignments shall be posted, preferably in the bid package. 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.

5. Temporary assignments shall be awarded and assigned in 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.

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 generally provide thirty (30) days notice of furlough except as required by law. In no event shall notice be fewer than fourteen (14) days of furlough or fourteen (14) days pay in lieu thereof, 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 thirty (30) 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 five (5) 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 five (5) 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. From time to time, the Company may offer a Voluntary Personal Furlough (VPF) program to manage short term staffing. In addition, 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 base 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 five (5) 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 in to the Inflight Department.
6. A Flight Attendants 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 the Inflight Department 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 the Inflight Department 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 five (5) 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 her 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.

Allowable Expenses

1. Moving expenses shall be reimbursed by the Company for up to three thousand dollars (\$3,000.00). 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 twenty-six cents (\$.26) 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 her 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 five hundred dollars (\$500.00) does not require receipts. To the extent that receipts are not provided for covered moving expenses up to five hundred dollars (\$500.00), payment for those receipts shall be treated as taxable income in accordance with IRS regulations.
- 3. Upon request, the Company shall advance up to five hundred dollars (\$500.00) 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 her 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 her 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.
- 5. Forfeited security deposit of rent shall be reimbursed when substantiated by lease or other documentation.

SECTION 18 BENEFITS

The Company shall make available to all Flight Attendants benefits on a no less favorable basis than those provided to any employee group or as otherwise specified in this Agreement.

A. Health Benefits

1. The Flight Attendant health benefit coverage will be no less favorable than any other employee group in any respect. Retiree medical benefits shall be no less favorable than any other employee group in any respect.
2. A Medical and Dental Benefit Plan shall be made available to Flight Attendants upon the completion of the group mandatory waiting period of no more than ninety (90) days after their Company date of hire.
 - a. If the completion of the group mandatory waiting period occurs within the first fifteen days of the month, benefits shall become effective in the same month.
 - b. If the completion of the group mandatory waiting period occurs after the fifteenth of the month, benefits shall become effective on the first day of the following month.

B. Retirement Saving Plan (401(k))

1. Flight Attendants shall be eligible to participate in the Company's 401(k) plan after a one year waiting period. 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 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.
3. The Company shall match up to five (5%) percent of the Flight Attendant's salary deferral on a monthly basis. The matching benefit shall be no less favorable than any other employee group other than the Pilots. In the event that a deposit is delayed the Company will notify the Flight Attendant Advisory Committee.
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 the current level of life insurance coverage and accidental death and dismemberment insurance. On the first anniversary date of signing of this Agreement, the life insurance benefit shall be increased to \$20,000.00. On the third anniversary of the date of signing, the life insurance benefit shall be increased to \$25,000.00.

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

The Flight Attendants shall be provided pass/transportation privileges and buddy passes on the Company's system on a no less favorable basis than that of any other employee group. Retired Flight Attendants and their immediate families are entitled to travel benefits on the same basis as other retirees in any other employee group. Subject to the changes required by operation of law, the Flight Attendant's pass/transportation privileges and buddy passes on the Company's system shall not be diminished from the level of these benefits provided as of January 14, 2003.

SECTION 19
MISSING, INTERNMENT, PRISONER, 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 minimum monthly compensation equal to his or her monthly guarantee. 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 by the Company in accordance with written instructions from him or her. 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.

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.

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.
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 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.

4. Material Safety 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.
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 is received by the Company, a Flight Attendant shall not be required to perform a bomb search, other than in-flight, and shall not be required to remain on board an aircraft during 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. 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. Inflight 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 rapid decompression in the cabin of a Spirit Airlines aircraft resulting in injuries to the Flight Attendant; and/or
- f. Severe turbulence resulting in serious injury to a Flight Attendant or substantial interior damage to the Spirit Airlines aircraft.

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.

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. The MEC President or designee shall clear any material for distribution to Flight Attendants with the Vice President of Inflight or her designee. Should the Company object to the material to be distributed, it shall immediately notify the Union. The Union shall not distribute the item via the Company v-files until the matter is resolved. If the Vice President of Inflight or designee objects to any material, the MEC President or designee shall be immediately afforded the opportunity to discuss the issue with the Director of Labor Relations or designee.
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 publication of the bid packet 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.

- 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. Flight Attendants 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 Attendants 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 eighteen percent (18%). 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 one member of the Hotel Committee in connection with the inspection of each hotel facility due to a new or changed facility.

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.

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 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 Scheduling 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.
3. Material used in Flight Attendant uniforms shall conform to Class I standards of 16 CFR Part 1610, Standard for Flammability of Clothing Textiles.

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 of 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. 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.
2. Electronic copies of the Agreement shall be provided by the Company at no cost to the Union or Flight Attendants. 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.

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. Employee Assistance (EAP) and Professional Standards Committee

The Union may establish an Employee Assistance (EAP) Professional Standards Committee to address issues, including but not limited to, conflicts between Flight Attendants and other employees, and those issues requiring individual and confidential counseling. When an issue, conflict or other professional standard problem arises and is brought to the attention of the Union, the Union shall proceed as follows:

1. The individuals involved in a conflict shall be encouraged to discuss the matter privately in a professional manner in an effort to resolve the conflict. In the case of a personal issue requiring confidential counseling, the individuals shall be referred to the appropriate employee assistance resources. Confidentiality shall be maintained.
2. As it relates to professional standards issues that cannot be resolved after the parties have met as set forth above, the committee shall elicit all relevant information and counsel both parties at a peer level, either by phone or at a meeting, whichever is needed. The goal of the committee members is to reach an agreement to resolve the dispute between the parties with the end result being the ability to continue to work constructively and without dissension. Should one of the parties refuse to participate, the Union shall advise the Company of the conflict and request assistance in encouraging all involved parties to attend an EAP/Professional Standards meeting.
3. When a professional standards problem is brought to the attention of the Company in the first instance, the Company may, if appropriate, refer that issue and the parties involved to the EAP/Professional Standards committee. No Flight Attendant(s) shall be discouraged from participating in the Professional Standards process. The Company is free to take whatever action it deems necessary to resolve the issue within the framework of the terms of the agreement.
4. Upon resolution of a problem, the EAP/Professional Standards Committee shall produce a report to the Company stating that the matter is resolved. When there is no resolution to the problem, the committee shall report that the professional standards committee is unable to be of assistance. The Company agrees not to cite a Flight Attendant's involvement with the Professional Standards committee in any subsequent disciplinary proceeding.

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 offered on 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 than 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 People Services. 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 People Services 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 People Services 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:
 - i. 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 with five (5) business days from the date of notification by the People Services Department as provided. The request must be submitted to the Vice President of People Services who shall review the grievance and render an opinion in writing not later than five (5) business days following the receipt of the grievance.
 - ii. The Vice President of People Services, or his or her 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 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 People Services.
- b. During the period a grievance is being handled under the provisions of this Section and until final decision by the Vice President of People Services 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 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 from 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 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 by check 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 of the signing hereof by written notice given by me to Spirit Airlines and the Association of Flight Attendants 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 _____ Date of 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:
ASSOCIATION OF FLIGHT ATTENDANTS
1275 K Street, N. W., Washington, D. C. 20005-4006

*** 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 various restriction imposed 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, the Flight Attendant is encouraged to discuss any concerns with a Flight Attendant Manager and/or Union representative. The Union and/or grievant may utilize an investigatory form to review an issue before a grievance is filed.
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.

B. Non Disciplinary Grievances

1. Step 1

A Flight Attendant who 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 Director of Inflight or designee, with a copy to the Director Labor Relations, 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. A conference between the Flight Attendant, his or her Union representative and the Director of Inflight or designee shall be held within ten (10) days of the notice of complaint to review the facts involved in the grievance. The Flight Attendant Manager or designee shall issue a written decision within thirty (30) calendar days following his or her receipt of the grievance form. If the Flight Attendant finds the decision to be unsatisfactory, he or she may appeal the decision to the Vice President of Inflight in writing within fourteen (14) calendar days following the Flight Attendant's receipt of the decision.

2. Step 2

The Company and Union shall by mutual agreement schedule sessions for the purposes of discussion and resolution of Step II grievances. The meetings shall be held at Spirit Airlines Headquarters and attended by, among others, the Vice President of Inflight, the Vice President of People Services and/or designees, and the Union's grievance representatives, AFA Staff Representatives, MEC President, and MEC Board Members.

Cases will be scheduled for review during the second week of each quarter unless mutually agreed to by the parties.

Each grievance discussed at a Step 2 Meeting will either be granted, settled or denied by no later than thirty (30) calendar days following such 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 Step 2 meeting. If the grievant is not satisfied with the Company's response at the Step 2 meeting, the grievant may appeal the response to the System Board of Adjustment.

C. Discipline and Discharge

1. 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. In meetings for the purpose of investigation, the Company shall make a reasonable effort to notify the Flight Attendant and the Union with written notice fifteen (15) days prior to the commencement of the investigative meeting. 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.
- c. 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.
- d. The written notice shall include the subject matter or precise nature giving rise to such investigation. The Company will make a good faith effort to provide the Union with any and all documents it intends to use to support its position in discipline or discharge. Such documents may be redacted.
- e. The Flight Attendant will be provided an opportunity to answer/defend against the charges brought against him or her. The Flight Attendant may secure Union Representation and must schedule the meeting within seventy-two (72) hours of notification of the investigative meeting. The meeting must be held within fifteen (15) calendar days of the notice of investigation. The exercise of this right can be made in person or telephonically 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.
- f. Within ten (10) days of the conclusion of such investigation, the Company will notify the Flight Attendant and the Union, in writing, of any discipline or discharge action intended by the Company. Such notice 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. This notice may be hand

delivered 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.

D. Grievances Involving Discipline and Discharge

1. 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.
2. In assessing discipline the Company will consider the gravity of the offense, seniority and the work record of the employee involved.
3. 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.
4. In cases of discipline other than discharge, should the Flight Attendant wish to appeal the Company's action, he or she must file a written grievance to the appropriate Director Inflight or designee, with a copy to the Director Labor Relations, utilizing a grievance form, within thirty (30) calendar days of the Flight Attendant's receipt of the Company's written notice of discipline. Such a filing constitutes Step 1 for discipline, non-discharge grievances and shall be administered as outlined in Paragraph B (Step 1). If the grievant is not satisfied with the Company's response at Step 1, the grievant may appeal the response to the Step 2 meeting between the Union and the Company.
5. In cases of discharge, the grievance process shall begin at the Step 2 meeting. Such appeals are filed on a grievance form submitted to the Vice President of Inflight Services or designee, with a copy to the Director Labor Relations, within thirty (30) calendar days of the Flight Attendant's receipt of the Company's notice of discharge. If the Flight Attendant is not satisfied with the Company's response to the appeal at the Step 2 meeting, the grievant may appeal to the System Board of Adjustment.

E. 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 original document by the recipient. A document may be served personally upon a Company representative if a receipt for such document is signed by the representative or designee.
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 Step 1 conference 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 Services, 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 Flight Attendant 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 Flight Attendant 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. By prior notice, either the Company or the Union may choose to bypass the Step 2 meeting for any grievance.
10. At least three (3) business days prior to a Step 2 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 Step 2 meeting.

F. 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 Corporate Counsel and the Vice President Inflight within one hundred and eighty (180) days of the Step 2 meeting decision or, in the case of a grievance which bypasses the Step 2 meeting, within one hundred eighty (180) days of the grievant's receipt of the Company's Step 1 decision. The grievant's 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
 - i. The Company and the Union have agreed to a panel of five (5) arbitrators who will serve as the third member of the Board.
 - ii. Composition of the panel of arbitrators may be reviewed by the Company and the Union each June 1st and substitutions, deletions and additions may be accomplished by mutual agreement.

e. Hearings

- i. Arbitration hearings shall be conducted in Miramar, Florida unless the Company and the Union mutually agree to an alternate location.
- ii. 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.
- iii. The parties should utilize joint exhibits whenever possible.
- iv. 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 within thirty (30) days 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.B.1., "Grievance Procedure and System Board". 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 Members 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.

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, Flight Attendants, pilots, and Inflight management may be positioned by Crew Scheduling in an emergency situation, and may need to ride in the jumpseat when no other seat is available. At those times, operational needs will supersede the jumpseat rights of leisure riders.
3. To the extent the Company is able to enter into Reciprocal Flight Attendant Jumpseat Agreements with other airlines, those privileges will be made available to Spirit Flight Attendants.

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 in 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.
2. A Flight Attendant shall be provided upon request with a copy of anything of a derogatory or disciplinary nature which is placed in his or her file(s). The Flight Attendant shall be required to sign an acknowledgement indicating that he or she has reviewed the document and may indicate his or her agreement accordingly.
3. 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 providing that no further discipline of similar nature has been imposed during that time.
4. 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 RLA 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, throughout the course of their duty day.

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. International

In the event the Company institutes flying to an international destination, conferences shall, irrespective of any provisions of this Agreement, be initiated by either the Company or the Union for the purpose of negotiating pay, expenses, 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 international flights 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.

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. Notification of Changes to Contact Information

The Flight Attendant shall be responsible for notifying the Company and Crew Scheduling of any changes to contact telephone numbers, home address, temporary contact or addresses and emergency contact information.

U. 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 0.02 will be considered a negative test.
3. A non-probationary Flight Attendant whose alcohol test results in a reading between .02 and .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 between .020 and .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 .04 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.

SECTION 24 LANGUAGE QUALIFIED PROGRAM

A. Languages

The Company has established a language qualified program for required languages. Spanish is currently required. As other languages become required, they will be added to the program. Individual flights that require a language not listed in the program (e.g., Japanese, French) 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.

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 her 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 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.

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, Compensation. 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
DURATION**

- A. This Agreement shall become effective on February 7th, 2003.
- B. This Agreement shall continue in full force and effect for a term of fifty-four (54) 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 prior to August 6th, 2007 or any subsequent anniversary.
- C. The Company and Union may mutually agree to open the next contract negotiations early and/or on an expedited basis.

IN WITNESS WHEREOF, the parties have signed this Agreement this 7th day of February, 2003.

FOR THE ASSOCIATION OF FLIGHT
ATTENDANTS, AFL-CIO:

FOR SPIRIT AIRLINES, INC.

/s/ Patricia A. Friend _____
Patricia A. Friend
International President

/s/ Patricia L Barrie _____
Patricia L. Barrie
Vice President, Inflight

/s/ Tara Swiderski _____
Tara E. Swiderski
MEC President

/s/ John M. Willis _____
John M. Willis
Vice President and Corporate Counsel

/s/ Paula Stankich _____
Paula Stankich
Negotiating Committee Member

/s/ Robert M. Langro _____
Robert M. Langro
Director Labor Relations

/s/ Robert Love _____
Robert Love
Negotiating Committee Member

/s/ Roberte L. Francis _____
Roberte L. Francis
Senior Staff Negotiator
