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.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>Aircraft Accident</td>
<td>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.</td>
</tr>
<tr>
<td>Base</td>
<td>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.</td>
</tr>
<tr>
<td>Bid period</td>
<td>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.</td>
</tr>
<tr>
<td>Bidline</td>
<td>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.</td>
</tr>
<tr>
<td>Block-to-Block</td>
<td>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.</td>
</tr>
<tr>
<td>Charter</td>
<td>Unscheduled flight operation contracted with a third party to provide flight services on a commercial or military/government basis.</td>
</tr>
<tr>
<td>Check-In Time</td>
<td>The time at which a Flight Attendant is required to report for duty.</td>
</tr>
<tr>
<td>Company</td>
<td>Spirit Airlines, Inc.</td>
</tr>
<tr>
<td>Company Date of Hire</td>
<td>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.</td>
</tr>
<tr>
<td>Deadheading</td>
<td>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.</td>
</tr>
</tbody>
</table>
Domestic partner(ship)
A person shall be considered a domestic partner of a Flight Attendant provided that all of the following exists:

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.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Irregular Operations</td>
<td>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.</td>
</tr>
<tr>
<td>Known Flying</td>
<td>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.</td>
</tr>
<tr>
<td>Layover</td>
<td>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.</td>
</tr>
<tr>
<td>Lead-in trip</td>
<td>A pairing that is scheduled to depart in one bid period and scheduled to complete in the following bid period.</td>
</tr>
<tr>
<td>Lead position</td>
<td>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.</td>
</tr>
<tr>
<td>Month</td>
<td>Same as Bid period.</td>
</tr>
<tr>
<td>Open Time</td>
<td>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.</td>
</tr>
<tr>
<td>Pairing(s)</td>
<td>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.</td>
</tr>
<tr>
<td>Patterns</td>
<td>Arrangement of pairings on bidlines; e.g., same trip, same days off, all weekends off, all morning or afternoon departures, same aircraft.</td>
</tr>
<tr>
<td>Positive Contact</td>
<td>Actual person-to-person communication for the purpose of notification of assignment and any other information.</td>
</tr>
<tr>
<td>Qualification</td>
<td>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.</td>
</tr>
<tr>
<td>Rest Period</td>
<td>A contractual or regulatory period of time during which the Flight Attendant is released from all Company duty for the purpose of rest.</td>
</tr>
<tr>
<td>SAP</td>
<td>Schedule Adjustment Period.</td>
</tr>
<tr>
<td>Scheduled Time</td>
<td>Times specified in the operating schedules established by the Company.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>--------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Serious Injury</td>
<td>An injury which prevents a Flight Attendant from performing his or her normal flight duties.</td>
</tr>
<tr>
<td>Substantial Damage</td>
<td>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.</td>
</tr>
<tr>
<td>Trip</td>
<td>Same as Pairing.</td>
</tr>
<tr>
<td>Trip hour period</td>
<td>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 Fight Attendant’s base.</td>
</tr>
<tr>
<td>Union</td>
<td>The Association of Flight Attendants (AFA).</td>
</tr>
<tr>
<td>Vacancy</td>
<td>A Flight Attendant opening established by the Company which may be filled by transfer and then by award or assignment of a new hire.</td>
</tr>
</tbody>
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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:
<table>
<thead>
<tr>
<th></th>
<th>2/7/03</th>
<th>8/7/03</th>
<th>2/7/04</th>
<th>2/7/05</th>
<th>2/7/06</th>
<th>2/7/07</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st six months</td>
<td>16.67</td>
<td>16.67</td>
<td>17.00</td>
<td>17.34</td>
<td>17.69</td>
<td>18.04</td>
</tr>
<tr>
<td>2nd year</td>
<td>21.11</td>
<td>21.40</td>
<td>21.62</td>
<td>22.06</td>
<td>22.50</td>
<td>22.95</td>
</tr>
<tr>
<td>3rd year</td>
<td>22.50</td>
<td>22.82</td>
<td>23.28</td>
<td>23.74</td>
<td>24.22</td>
<td>24.70</td>
</tr>
<tr>
<td>5th year</td>
<td>25.28</td>
<td>25.61</td>
<td>26.12</td>
<td>26.64</td>
<td>27.18</td>
<td>27.72</td>
</tr>
<tr>
<td>6th year</td>
<td>26.46</td>
<td>26.81</td>
<td>27.35</td>
<td>27.89</td>
<td>28.45</td>
<td>29.02</td>
</tr>
<tr>
<td>7th year</td>
<td>27.83</td>
<td>28.38</td>
<td>28.80</td>
<td>29.38</td>
<td>29.97</td>
<td>30.57</td>
</tr>
<tr>
<td>8th year</td>
<td>28.76</td>
<td>29.19</td>
<td>29.77</td>
<td>30.37</td>
<td>30.98</td>
<td>31.60</td>
</tr>
<tr>
<td>9th year</td>
<td>29.70</td>
<td>30.15</td>
<td>30.75</td>
<td>31.37</td>
<td>32.00</td>
<td>32.64</td>
</tr>
<tr>
<td>10th year</td>
<td>30.93</td>
<td>31.40</td>
<td>32.03</td>
<td>32.67</td>
<td>33.32</td>
<td>33.99</td>
</tr>
<tr>
<td>11th year</td>
<td>31.64</td>
<td>32.09</td>
<td>32.73</td>
<td>33.39</td>
<td>34.05</td>
<td>34.74</td>
</tr>
<tr>
<td>12th year</td>
<td>32.25</td>
<td>32.77</td>
<td>33.43</td>
<td>34.09</td>
<td>34.78</td>
<td>35.47</td>
</tr>
<tr>
<td>13th year</td>
<td>32.73</td>
<td>33.26</td>
<td>33.93</td>
<td>34.60</td>
<td>35.30</td>
<td>36.00</td>
</tr>
<tr>
<td>14th year</td>
<td>33.04</td>
<td>33.58</td>
<td>34.25</td>
<td>34.94</td>
<td>35.64</td>
<td>36.35</td>
</tr>
<tr>
<td>15th year</td>
<td>33.32</td>
<td>33.95</td>
<td>34.63</td>
<td>35.32</td>
<td>36.03</td>
<td>36.75</td>
</tr>
<tr>
<td>16th year</td>
<td>34.01</td>
<td>34.24</td>
<td>34.92</td>
<td>35.62</td>
<td>36.34</td>
<td>37.06</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Scheduled Flight Time During any 24 Hour Period</th>
<th>Minimum Hours of Rest</th>
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<td></td>
<td>Normal</td>
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<tr>
<td>Less than 8</td>
<td>9</td>
</tr>
<tr>
<td>8:00 – 8:59</td>
<td>10</td>
</tr>
<tr>
<td>9:00 or greater</td>
<td>11</td>
</tr>
</tbody>
</table>

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;
xii. 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.
Management, training and check Flight Attendants shall not bid a line of flying when working in those positions.

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.
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.
H. Lead-in Conflicts

1. Adjustments may be made only during the first four (4) days of a month and only on those days that the Flight Attendant was originally scheduled to fly. No schedule adjustments shall be made in the current month that a Flight Attendant is working.

2. An overnight on the last day of the current bid month shall be indicated on the bidline and the entire pairing shall be flown by the Flight Attendant assigned in the current bid month.

3. A Flight Attendant who loses projected credit hours due to a contractual or regulatory Lead-in conflict shall have his or her projected monthly guarantee reduced by the number of credit hours lost. He or she shall have the opportunity to restore credit during the Schedule Adjustment Period (SAP) in accordance with paragraph K. below.
4. If a Flight Attendant’s trip overlaps into days off the following month, he or she has the following options:

a. He or she may work the trip and be credited in addition to the monthly guarantee for the hours of the trip; or

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 l. 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:

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</thead>
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<td>12/01 - 12/31</td>
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</table>

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:

<table>
<thead>
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<th>Full Calendar Year of Service</th>
<th>Monthly Accrual Rate in the Accrual Year (in hours)</th>
<th>Total Annual Accrual (Vacation Year)</th>
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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.


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

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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 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 ($0.26) 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.
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.
TO: SPIRIT AIRLINES, INC.

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

[Space for names and addresses]

as long as living, and thereafter to [Space for names and addresses]

as long as living, and thereafter to [Space for names and addresses]

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

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

WITNESSED:

_________________________________________

_________________________________________

_________________________________________

Flight Attendant's Signature

_________________________________________

Employee No.
SECTION 20
SAFETY AND HEALTH

A. Emergency Response

1. The Company shall include the MEC President or designee and the MEC Air Safety Chairperson on the Company’s emergency response plan call list.

2. The Company shall notify the MEC President or designee as soon as possible any time a Flight Attendant is injured during the performance of his or her duties as a result of an incident or accident as defined by the National Transportation Safety Board (NTSB).

3. The Company shall notify the MEC President or designee as soon as possible of an incident or accident as defined by the NTSB. The Company shall also provide the Union with copies of Flight Attendant written reports of such incident or accident. These reports are to be considered as internal documents and are not for distribution.

4. The Company shall make every effort to obtain the necessary credentials required for Union access to an accident site involving Company aircraft. Appropriate Union officials shall be released from duty as necessary.

B. Corporate Safety Committee

1. The Union may appoint one representative to the Company’s Corporate Safety Committee. Such representative shall be invited to all meetings of the Safety Committee. Consideration will be given to any concerns of or recommendations made by the representative concerning the safety and health of Flight Attendants.

2. The MEC Safety Chairperson or Union qualified designee shall be invited to attend Company-FAA emergency evacuation demonstrations or partial demonstration of airplanes that the Company plans to operate.

3. The Company will not incur any expenses as a result of the Union attending Safety Committee Meetings unless expressly authorized by the Company.

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.
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 a 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.


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 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”.

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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.
g. An employee may elect to have personal legal counsel present at the System Board of Adjustment only after having signed a Union representation waiver. Expenses for counsel will be borne by the grievant.

h. All reasonably anticipated information will be mutually shared at least ten (10) days prior to the date of the hearing.

5. Except as expressly set forth in this Agreement or when the employees or the employer have waived rights or privileges accorded to them, nothing herein shall be construed to limit, restrict or abridge the right or privileges accorded either the employees or the employer, or his or her duly accredited representatives, under the provisions of the Railway Labor Act, as amended.
SECTION 23
GENERAL

A. Orders in Writing

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

B. Non-Discrimination

1. It is the policy of the Company to give equal opportunity to all qualified persons without regard to race, age, color, religion, gender, sexual orientation, military status, marital status, handicap, national origin or to give preference when required by law.

2. The Company ensures, through its Affirmative Action Plan, equal opportunity in all aspects of employment including recruitment, hiring, promotion, transfers, compensation, benefits and all other privileges, terms and conditions of employment.

C. Conflicts

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

D. Flight Attendant Jumpseat

1. A Flight Attendant will not be required to wear his or her uniform while occupying the Flight Attendant jumpseat when traveling for personal reasons provided the Flight Attendant conforms to the interline dress code as outlined in the Spirit Employee Handbook and Company identification badge is worn above the waist and is visible at all times.

2. Flight Attendants will have priority for available cabin jumpseats on Company aircraft. A Flight Attendant shall have the ability to reserve cabin jumpseats for personal travel on a first come, first served basis. Notwithstanding the foregoing, 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 supercede 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’s 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 Fight 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:

/s/ Patricia A. Friend___________ /s/ Patricia L Barrie_________
Patricia A. Friend Patricia L. Barrie
International President Vice President, Inflight

/s/ Tara Swiderski_______________ /s/ John M. Willis___________
Tara E. Swiderski John M. Willis
MEC President Vice President and Corporate Counsel

/s/ Paula Stankich___________ /s/ Robert M. Langro_________
Paula Stankich Robert M. Langro
Negotiating Committee Member Director Labor Relations

/s/ Robert Love______________ ______________________________
Robert Love
Negotiating Committee Member

/s/ Roberte L. Francis_______ ______________________________
Roberte L. Francis
Senior Staff Negotiator
February 8, 2004

RE: AFA Case NO: 39-99-02-08-03 (Swiderski)

Dear Ms. Swiderski:

In accordance with the provisions of Section 22 of the Spirit Airlines-AFA Collective Bargaining Agreement a Step II Grievance Review Meeting was held on January 8th, 2004. Participating in the meeting were you and AFA Staff Attorney Deirdre Hamilton. In attendance for the Company were Director Inflight Services Kim Hodsdon and Director Labor Relations Bob Langro.

A review of the facts and circumstances as presented by the Union reveal that a policy update is in order. The Union agrees that it is the responsibility of each Flight Attendant to ensure that their bids are filled out correctly, legible and submitted in a timely fashion.

Effective with the March bid, when a Flight Attendant submits proof of transmission of his/her bid for the purpose of contesting the bid results, he/she must submit a fax transmission sheet indicating the date, time, origin and destination of the fax. However, it will no longer be required that the transmission sheet contain a photo “snapshot” of the bidsheet.

Flight Attendants will have the responsibility of calling the recorded hotline in order to ensure their faxed bids were received. This hotline will be recorded and updated as agreed upon by both parties. If the hotline indicates that a bid was not received, and the Flight Attendant fails to resubmit his/her bid, that Flight Attendant’s challenge will not be honored regardless of accompanying proof of fax transmission. Alternatively, if the hotline indicates that a bid was received when it was, in fact, not received, that Flight Attendant’s challenge will be honored when accompanied by proof of fax transmission as described above.

Therefore this grievance is upheld.

Sincerely,

[Signature]

Patricia Willis
VP Inflight Services
Spirit Airlines, Inc.

Cc:
File
Hodsdon
Grossman
Base Managers
J Willis
Lanaro
June 17, 2004

Patricia Willis
Vice President of Inflight
Spirit Airlines
2800 Executive Way
Miramar, FL 33025

RE Cancellation fees

Dear Ms. Willis:

This will confirm the parties' agreement concerning the payment of arbitrators' cancellation fees and related expenses.

The parties have agreed that, notwithstanding Section 23.F.4.4 of the collective bargaining agreement, the party responsible for the cancellation of an arbitration hearing within the cancellation period will be responsible for any cancellation fee and other expenses billed by the arbitrator and any other related costs associated with a hearing. This policy is not applicable to cancellation fees incurred as the result of mutual settlements of grievances or if the cancellation is otherwise mutually agreed upon by the parties.

If these terms accurately reflect our previous agreement, please sign below and return the original to me.

Sincerely,

Ben Elliott
Attorney for AFA

Accepted and agreed to:

Patricia L. Willis Date
Vice President of Inflight

Tara Swiderski, AFA MEC President Date
LETTER OF AGREEMENT
between
SPIRIT AIRLINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
SPIRIT AIRLINES, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS -
COMMUNICATION WORKERS OF AMERICA, AFL-CIO

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Spirit Airlines Inc., its successors or assigns (herein "the Company" or "Spirit") and the Flight Attendants in service of Spirit Airlines, Inc., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS – COMMUNICATION WORKERS OF AMERICA, AFL-CIO (herein "the Association" or "AFA").

WHEREAS, in view of the overall length of service and commitment of the ACY Flight Attendant group with the Company, the Company and the Association wish to address the issue of employment options available to ACY Flight Attendants following the closure of the ACY Flight Attendant Base on August 31, 2004;

THEREFORE, the parties agree that ACY Flight Attendants may opt to terminate their employment on August 31, 2004 or on her/his last day of duty (whichever is later), and retain a conditional ‘right to return’ for a period of up to one (1) year under the terms as follows:

1. Departing ACY Flight Attendants will no longer be employed by the Company after August 31, 2004 or on her/his last day of duty (whichever is later). As such, they will not be entitled to benefits provided to ACY Flight Attendants opting to transfer to other Spirit bases, nor will they be entitled to benefits associated with leaves or furloughs. However, they will be eligible for a ‘payout’ of their unused sick hours in accordance with previously published terms related to perfect attendance.

2. The ‘right to return’ for departing ACY Flight Attendants will be at the Company’s discretion conditioned upon factors including, but not limited to, available positions, security/background clearance, and drug/alcohol testing. Additionally, a Flight Attendant must be in ‘good standing’ with the Company upon termination of his/her employment, and must be generally qualified for the position at the time he/she wishes to return.

3. Departing ACY Flight Attendants may request to return at any time during the one (1) year period. Procedures for submitting such requests will be published by the Company as soon as practicable. The Flight Attendants’ ‘right to return’
will cease to exist after August 31, 2005, unless extended by the mutual agreement between the Company and the AFA.

4. A departing ACY Flight Attendant's Company seniority and longevity (for purposes of pay and vacation/sick accrual) will 'freeze' on August 31, 2004. Said Flight Attendant's Company seniority and longevity will 'unfreeze' on the date of his/her return at which time accrual will resume at the applicable rate.

5. A departing Flight Attendant's 'seniority' (for bidding purposes) will continue to accrue during the one (1) year period. As such, the Flight Attendant's 'seniority' will be unaffected and his/her name shall remain on the Seniority List as if he/she had not terminated his/her employment. The Flight Attendant's name shall be removed from the Seniority List if he/she is deemed no longer qualified for the position, or if he/she has not opted to return by August 31, 2005.

6. Only those Flight Attendants based in the ACY Base as of July 20, 2004 are eligible to exercise this option in accordance with the conditions described above.

This Letter of Agreement is made on a non-precedential/non-referral basis as it pertains to others, and shall be effective July 20, 2004.

FOR THE COMPANY:

Patricia Willis
Vice President of Inflight

Robert Langro
Director of Labor Relations

FOR THE ASSOCIATION:

Patricia Friend
International President

Tara Swiderski
MEC President

Mark L. Littleton
AFA Staff Negotiator
November 26, 2004

Patricia Willis
Vice President of Inflight
Spirit Airlines, Inc.

RE: AFA Case No.: 39-99-02-20-04 (Trip Drops)

Dear Ms. Willis:

The Union has reviewed a settlement letter dated October 27, 2004 regarding grievance 39-99-02-20-04 (Trip Drops). The full and final settlement offered by the Company addresses our concerns.

"The Company will revise the form that is used by the Flight Attendants; a check-box will be added to indicate that the submission should be treated as a ‘standing bid’ until such time as:
1. The earliest date affected by the requested change has passed, or
2. The request has been processed in accordance with the time parameters outlined in Section 8.1 of the CBA."

We would like to stipulate that the Flight Attendant can and does have the ability, to withdraw a request. Therefore, the form should also have a “withdraw” request.

If you agree with this settlement please indicate so by signing below.

In Solidarity,

Deborah A. Crowley
MEC Grievance Chair
Association of Flight Attendants-CWA

Patricia Willis, Vice President of Inflight
Spirit Airlines, Inc.

Date

Cc: S. Grossman
    K. Hodsdon
    B. Langro
Flight Attendant use only

**DAILY -- Schedule Change Request Form**

| Name: __________________ | Emp. # ______ | Base: ______ | Base Bid # ______ |

This month I hold a  
○ Regular Line  ○ Move-up Line  ○ Reserve Line

Please submit only one type of request per form -- fax to 954-447-7978 -- Please print neatly -- Incomplete forms will not be accepted

### Pick Up from Daily Open Time

| Trip # ______ | Date: ______ | Trip # ______ | Date: ______ |
| Trip # ______ | Date: ______ | Trip # ______ | Date: ______ |
| Trip # ______ | Date: ______ | Trip # ______ | Date: ______ |

○ These are listed in order of priority and I want the first trip that my seniority will allow  OR  ○ I want all of the trips that my seniority will allow

(YOU MUST CHECK ONE OF THE ABOVE ○)

○ I would like to designate the credit hours of Trip # ______ | Date: ______ as Sick Leave make-up in lieu of the pay

### Trade with Daily Open Time

| Scheduled trip # ______ | Date: ______ | Trade with Open trip # ______ | Date: ______ |
| Scheduled trip # ______ | Date: ______ | Trade with Open trip # ______ | Date: ______ |

### Two Party Trade

| Name: __________________ | Emp # ______ | Trip # ______ | Date: ______ | Signature: ______ |
| Trade with: ______ | (Signatures required by both parties) |
| Name: __________________ | Emp # ______ | Trip # ______ | Date: ______ | Signature: ______ |

### Trip Drop (into Daily Open Time)

| Trip # ______ | Date: ______ | Trip # ______ | Date: ______ |

### Trip Drop (to another F/A)

| Name: __________________ | Emp # ______ | Trip # ______ | Date: ______ | Signature: ______ |
| Drop to: ______ | (Signatures required by both parties) |
| Name: __________________ | Emp # ______ | Trip # ______ | Date: ______ | Signature: ______ |

### Request to use Floating Vacation

| Trip # ______ | Date: ______ | Trip # ______ | Date: ______ |
| Trip # ______ | Date: ______ | Trip # ______ | Date: ______ |

If the trip(s) I am requesting conflict with my schedule, I waive my  ○ Calendar day off  ○ 33/7 limitation  ○ Minimum days off

This is a "Standing Bid" ○ I wish to withdraw a "Standing Bid" ○ Date submitted ______ for ______

(Indicate transaction type 1-6)
November 29, 2004

Patricia Willis  
Vice President of Inflight  
Spirit Airlines, Inc.  

RE: AFA Case No: 39-99-02-02-04 (Union Scheduling Comm.)  
39-99-02-03-04 (Feb. 2004 Patterns)  

Dear Ms. Willis:  

This letter is in response to correspondence dated October 27, 2004 regarding a settlement for AFA cases no: 39-99-02-20-04 and 39-99-02-03-04.  

It is the Union’s contention, to revise and clarify Spirit Airline’s commitment to familiarize the Union Scheduling Committee with the processes the Company uses in preparing bid packages and pairings.  

The Union recommends the following as a full and final settlement:  

1. MEC Scheduling Chair attends the next scheduled training for Borneman.  
2. MEC Scheduling Chair attend any/all updates/changes to the Borneman system.  
3. MEC Scheduling Chair attends all training classes, should a major change occur with regards to the Company’s scheduling process.  
4. MEC Scheduling Chair attend any/all training sessions should a new system be implemented by the Company.  
5. A “time is of the essence” be applied to above-mentioned conditions.  

Should the Company be in agreement with this settlement, the abovementioned grievances shall be upheld according to Section 8.A.3.4.5 and Section 21G.1.2.3.4.  

If you agree with the terms of this settlement, please indicate by signing below.  

In Solidarity,  

[Signature]  
Deborah A. Crowley  
MEC Grievance Chair  
Association of Flight Attendants-CWA
November 29, 2004
AFA Case No: 39-99-02-02-04
39-99-02-03-04

Patricia Willis, Vice President of Inflight
Spirit Airlines, Inc

Cc: File
S. Grossman
K. Hodsdon
B. Langro
LETTER OF AGREEMENT
between
SPIRIT AIRLINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
SPIRIT AIRLINES, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS - COMMUNICATION WORKERS OF AMERICA

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Spirit Airlines Inc., its successors or assigns (herein “the Company” or “Spirit”) and the Flight Attendants in service of Spirit Airlines, Inc., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS - COMMUNICATION WORKERS OF AMERICA (herein “the Association” or “AFA”).

WHEREAS, the Company acknowledges the advantages shared by both parties where Flight Attendants volunteer to be furloughed in order to minimize or avoid the necessity of an involuntary furlough, the Company and the Association wish to address the issue of vacation accrual for those volunteers.

THEREFORE, it is agreed that Flight Attendants who may be voluntarily furloughed in accordance with Section 16.B of the collective bargaining agreement following the effective date of this Agreement will continue to accrue vacation during the first thirty (30) days of the voluntary furlough.

FURTHERMORE, it is agreed that the Flight Attendants who were voluntarily furloughed during May and/or June of 2003 (“the affected Flight Attendants”) will be reimbursed for lost vacation accrual as follows:

1. Only the affected Flight Attendants who are currently employed by the Company will be eligible for reimbursement of lost vacation accrual as set forth on the attached list.

2. The affected Flight Attendants who were voluntarily furloughed in both May and June of 2003 will be considered to have taken one (1) continuous voluntary furlough and are eligible for reimbursement of lost vacation accrual for the first thirty (30) days of the voluntary furlough.

3. The affected Flight Attendants will be reimbursed for lost vacation accrual in the form of float vacation to be used during 2005, in the amounts set forth on the attached list, and in accordance with Section 11 of the collective bargaining agreement.
This Letter of Agreement is made on a non-precedent/non-referral basis as it pertains to other contractual provisions related to vacation accrual, leaves of absence and involuntary furloughs, and shall be effective on February 7, 2005.

FOR THE COMPANY:

B. Ben Baldanza
President and Chief Operating Officer

Patricia Willis
Vice President of Labor Relations

FOR THE ASSOCIATION:

Patricia Friend
International President

Dwight Blackman
MEC President
LETTER OF AGREEMENT
between
SPIRIT AIRLINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
SPIRIT AIRLINES, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS - COMMUNICATION WORKERS OF AMERICA

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Spirit Airlines Inc., its successors or assigns (herein “the Company” or “Spirit”) and the Flight Attendants in service of Spirit Airlines, Inc., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS - COMMUNICATION WORKERS OF AMERICA (herein “the Association” or “AFA”).

WHEREAS, the Company acknowledges the advantages shared by both parties where Flight Attendants work 95+ hours per month while maintaining perfect attendance, the Company and the Association agree to clarify the conditions under which Flight Attendants are eligible for the incentive program (herein “the Program”) described in Section 12.C.2 of the collective bargaining agreement.

THEREFORE, it is agreed that a Flight Attendant who maintains perfect attendance for three (3) consecutive months and works an average of 95 hours per month during that time will qualify for the Program in accordance with the definitions of the terms “works” and “consecutive months,” as well as reporting requirements as set forth below:

1. “Works.”

A Flight Attendant must actually work the entirety of each and every trip that constitutes the average of 95 hours per month. In addition, a Flight Attendant will be considered to have “worked” for the purpose of the Program under the following limited circumstances:

a. Where he or she completed a scheduled training event for which the credit received will be considered time “worked”;

b. Where he or she reported for duty with the intention of working his or her trip in its entirety, but where:

1. The trip or a portion thereof did not subsequently operate; or

2. He or she was rescheduled/rerouted in accordance with Section 8.Q; or
3. The Company removed the Flight Attendant from his or her trip in accordance with Sections 8.S, 8.T, or 8.U.

c. Where he or she was unable to work a trip as a direct result of a previous Junior Assignment made in accordance with Section 8.P.

d. Where the Company published a trip value in error and subsequently failed to correct the error in accordance with Section 8.W, the Flight Attendant will be considered to have “worked” the originally published trip value if greater than the correct value of the trip.

2. “Consecutive Months.”

a. The three (3) month period must consist of consecutive months beginning and ending on a “rolling” basis. As such, a Flight Attendant may begin a new three (3) month period upon completing a prior three (3) month period for which he or she qualified for the Program. Alternatively, a Flight Attendant may begin a new three (3) month period upon completing a month during which he or she did not qualify for the Program.

b. Notwithstanding paragraph 1.a above, a Flight Attendant who is otherwise eligible for the Program but for an intervening month which contains a previously scheduled vacation period, may opt to exclude the vacation month from consideration so long as the Flight Attendant maintained perfect attendance during that month. Instead, the month following the vacation month will be considered as the next “consecutive” month for the purpose of determining average hours worked, subject to the following:

1. Only a vacation month containing a previously scheduled vacation period of (28) hours or more may be excluded from consideration. As such, a month in which a Flight Attendant opts to take float vacation will not be excluded from consideration.

2. Only one (1) vacation month may be excluded from consideration in any four (4) month period for the purpose of calculating the average number of hours worked.

Example: FA ‘X’ worked a high number of hours in June and July. However, she could not achieve an average of 95 hours worked by including the month of August because, although she maintained perfect attendance, she was on vacation during that month. As such, FA ‘X’ may exclude the month of August from consideration and consider June, July and September as “consecutive” for purposes of the Program.

<table>
<thead>
<tr>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
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<tr>
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<td>Worked 94 hours</td>
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<td>Worked 95 hours</td>
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</table>
3. **Reporting Requirements.**

Due to the added complexity related to determining eligibility for the Program, it will be the responsibility of the Flight Attendant to submit to the Company a request for an award of sick time accrual.

The Flight Attendant’s request must indicate the months to be considered for purposes of calculating the average number of hours worked. Details of this requirement including forms, submission deadlines, and persons to whom requests should be submitted, will be determined following the signing of this Agreement.

This Letter of Agreement is made on a non-precedent/non-referral basis as it pertains to other contractual provisions related to sick accrual, trip valuations, and other attendance incentive programs, and shall be effective on February 9, 2005.

FOR THE COMPANY:

B. Ben Baldanza  
President and Chief Operating Officer

Patricia Willis  
Vice President of Labor Relations

FOR THE ASSOCIATION:

Patricia Friend  
International President

Dwight Blackman  
MEC President
March 3, 2005

Deborah Crowley  
AFA MEC Chairperson  
6874 Fenton Street  
Dearborne Heights, MI 48127

Subject: LETTER OF UNDERSTANDING

Dear Ms. Crowley:

This letter will address the issue of whether a Flight Attendant who transfers to another department within the Company maintains an unconditional right to return to the position of Flight Attendant ("the position") in accordance with Section 6.E of the collective bargaining agreement ("CBA"). In an effort to resolve this matter and based upon ongoing dialog between the Company and the AFA, the Company proposes the following understanding with regard to the interpretation of Section 6.E.

Section 6.E does not provide an unconditional right to return to the position. This is most clearly evidenced by the language stating that "the employee may return" within one (1) year. Additional evidence supporting this interpretation includes a previous agreement between the parties where an employee who was otherwise eligible to return was not permitted to do so because she was physically unable to perform the position. As such, longstanding Company Policy that imposes limited restrictions on an employee’s right to return operates to complement and not conflict with the Section 6.E.

In that regard, the Company proposes that an otherwise eligible employee’s right to return to the position from another department or Inflight management is conditioned upon meeting the following requirements:

1. The employee must be in “good standing” in his/her current department. Good standing for purposes of interpreting Section 6.E is defined as not currently under any Disciplinary Action Plan at the level of Suspension or Final Warning for which termination may be the next step in the disciplinary process.
2. The employee must be physically and mentally capable of fulfilling the responsibilities and requirements of the position.

3. The employee's return to the position is contingent upon successful completion of all required training.

Failure to fulfill any of the above requirements will invalidate the employee's request to return to the position.

In the matter of former Flight Attendant [redacted], the Company proposes that [name] be permitted to return to the position from [current department] since [name] previously satisfied the above requirements and would have been otherwise qualified to return at the time of [original request to return]. However, [name]'s right to return is strictly contingent upon [name]'s immediate decision to assume the position no later than April 1, 2005, as well as [name]'s ability to satisfy the above requirements at the present time. Furthermore, [name] is not entitled to backpay of any kind including per diem, base pay or overtime pay that [name] would have otherwise received had [name] been permitted to return to the position prior to April 1, 2005.

This Letter of Understanding will serve as complete and full settlement of [name]'s grievance and all other grievances related to this matter. If you agree with this proposal as described above, please sign below.

If you agree with the proposal as outlined above please sign below.

Sincerely,

Patricia Willis
Vice President of Labor Relations

Deborah Crowley
AFA MEC Chairperson

Date

cc: Kim Hodsdon, Senior Director of Inflight Event
    John Willis, Vice President & Corporate Counsel
    Dwight Blackman, AFA MEC President
March 10, 2005

Deborah A. Crowley
MEC Grievance Chair
6874 Fenton Street
Dearborn Heights, MI 48127

Subject: LETTER OF UNDERSTANDING regarding circumstances under which the time limit for filing a non-disciplinary grievance in accordance with Section 22.B.1 of the collective bargaining agreement ("CBA") may be "tolléd."

Dear Ms. Crowley:

This will confirm our discussion regarding the issue of how the Company and the AFA may abide by the terms of Section 22.B.1 while maintaining an efficient process whereby Flight Attendants' complaints are resolved in a timely manner.

The Company and the AFA agree that strict adherence to time limits as set forth in Section 22.B.1 is indeed necessary. However, the parties also agree that, in addition to procedural mandates, emphasis must be placed upon fair and timely resolution of complaints. In that regard, the parties agree that a Flight Attendant disputing a non-disciplinary action may opt to do the following:

A. A Flight Attendant may file a grievance within thirty (30) days after he/she has, or reasonably should have had, knowledge of the matter giving rise to the grievance in accordance with Section 22.B.1.

B. Notwithstanding paragraph 1. above, a Flight Attendant may file an "investigatory form" as provided in Section 22.A.2 so that the Company may review and resolve the complaint before a grievance is filed as follows:

1. The Flight Attendant must file a Complaint/Resolution Form ("CRF") within thirty (30) days after he/she has, or reasonably should have had, knowledge of the matter giving rise to the complaint.
2. If the complaint is not resolved to the Flight Attendant’s satisfaction within thirty (30) days of filing the CRF, he/she may file a grievance in accordance with Section 22.B.1.

3. Where a Flight Attendant who previously submitted a CRF subsequently files a grievance in the matter, the “matter giving rise to the grievance” for purposes of Section 22.B.1 shall be:
   a. The date on which the Company issued a response to the CRF; or
   b. The expiration of the thirty (30) day period within which the Company should have, but did not, respond to the CRF.

C. A Flight Attendant who does not submit a CRF within thirty (30) days after he/she has, or reasonably should have had, knowledge of the matter giving rise to the complaint, shall be considered to have waived his/her right to do so and shall be strictly held to time limits set forth in Section 22.B.1 as described in paragraph A. above for the purpose of filing a grievance in the matter.

Example #1: FA ‘A’ alleges that her longevity date was wrongfully adjusted after her return from leave at the end of April. It is reasonable that she would not have knowledge of this error until she failed to receive an expected longevity pay increase on July 1. FA ‘A’ does not submit a CRF. She must file a grievance by July 31.

Example #2: FA ‘B’ alleges that he was wrongfully junior-assigned to a trip on June 11. He submitted a CRF on June 17. The Company responded to the CRF on July 1. Unsatisfied with the Company’s response, FA ‘B’ must submit a grievance by July 31.

Example #3: FA ‘C’ alleges that his longevity date was wrongfully adjusted after returning from a leave at the end of June. It is reasonable that he would not have knowledge of this error until he failed to receive an expected longevity pay increase on August 25. FA ‘C’ submits a CRF on September 1. As of October 1, the Company has not provided a response. FA ‘C’ must submit a grievance by October 31.

Example #4: FA ‘D’ alleges that she was wrongfully rescheduled/rerouted on July 1. As of July 31, she has not submitted a CRF nor filed a grievance. FA ‘D’ may no longer submit a CRF or file a grievance in the matter.

The Company and the AFA agree to continue making every effort to minimize the actual time spent in disposing of complaints and grievances. When necessary, the time limits set forth in this Letter may be extended by mutual agreement of the parties.
Ms. Deborah Crowley  
March 10, 2005  
Page 3

I trust that the above changes and clarifications to the current procedures accurately reflect our discussion and will result in a more practical and expedient manner in which to resolve complaints as well as grievances.

Please indicate that you agree to proceed with implementing the procedures described in this Letter by signing below.

Sincerely,

[Signature]

Patricia Willis  
Vice President of Labor Relations

[Signature]

Deborah Crowley  
AFA Grievance Chair

[Signature]

Date 3/18/05

Cc:  John Willis, VP & Corporate Counsel  
     Kimberly Hodsdon, Senior Director of Inflight  
     Dwight Blackman, AFA MEC  
     Ben Elliott, Counsel for AFA
March 25, 2005

Deborah A. Crowley
MEC Grievance Chair
6874 Fenton Street
Dearborn Heights, MI 48127

Subject: LETTER OF UNDERSTANDING regarding a Lineholder who picks up a Reserve Day during which he/she is used for an assignment that conflicts with his/her next bid trip.

Dear Ms. Crowley:

This will confirm the parties' understanding of how a flight attendant will be credited and paid for trips assigned pursuant to Section 8.L.1.e.ii of the collective bargaining agreement ("CBA").

A Regular or Move-up Lineholder who picks up a Reserve Day from Open Time and is subsequently used for an assignment that conflicts with a scheduled pairing shall be paid the greater of four (4) hours or hours flown on said Reserve Day. In addition, he/she shall be paid the greater of the remaining value of the Reserve assignment or the missed pairing.

*Example:* Flight Attendant X picks up a Reserve Day from Open Time on December 4th. Crew Resources assigns her to a 2-day pairing worth (12) credit hours. This Reserve assignment conflicts with her scheduled 2-day pairing worth (8) credit hours beginning on December 5th.
X shall be paid (6) hours for the 4th. In addition, she will be paid the greater of 
the remaining value of the Reserve assignment (6 hours) and the missed pairing 
(8 hours). X will be paid a total of (14) hours.

The aforementioned credit/pay as it pertains to the missed pairing is predicated on the 
Flight Attendant remaining on Time Recoverable status for the applicable time 
parameters. Should the Flight Attendant request to be released from Time Recoverable 
status he/she shall forfeit the credit / pay in accordance with 8.N.1.e.(3).

This Letter of Understanding constitutes a full and final settlement of grievances 39-99- 
02-17-04 and 39-78-02-18-04 and is made on a non-precedent/non-referral basis as it 
pertains to other contractual provisions related to scheduling and compensation. The 
affected Flight Attendant, James Robbins, will be compensated accordingly.

Please indicate that this Letter accurately describes our understanding by signing below.

Sincerely,

Patricia Willis
Vice President of Labor Relations

Deborah Crowley
AFA Grievance Chair

04/09/05

Date

Cc: Kimberly Hodsdon, Senior Director of Inflight
    Dwight Blackman, AFA MEC
March 25, 2005

Deborah A. Crowley
MEC Grievance Chair
6874 Fenton Street
Dearborne Heights, MI 48127

Subject: LETTER OF UNDERSTANDING regarding the rights and obligations of a Flight Attendant whose projected monthly line value falls below seventy-two (72) hours due to a Vacation conflict.

Dear Ms. Crowley:

This will confirm the parties' understanding of the interpretation of Section 8.K.1 of the Collective Bargaining Agreement ("CBA") as it pertains to Flight Attendants with a projected credit deficit below seventy-two (72) hours. In that regard, a Flight Attendant whose projected monthly credit falls below seventy-two (72) hours due to one or more conflicts (Vacation, Lead-in, or Training) shall not be required to restore lost credit so long as a Vacation conflict also exists in the same bid period.

Example: Flight Attendant 'X' is awarded line number 3 valued at 80 credit hours. 'X' has a lead-in trip which causes a conflict that results in a 10-hour loss of credit. Also, 'X' has a scheduled week of vacation that conflicts with trips resulting in an additional credit loss of 10-hours. Thus, 'X's' projected monthly guarantee is 70 hours. 'X' is not required to restore any lost credit hours and will be credited and paid for 60 hours.

This shall not be construed to mean that, in the absence of a Vacation conflict, a Flight Attendant who has Training or Lead-in conflicts is released from the obligation to restore lost credit hours in accordance with Section 8.K.

This Letter of Understanding is made on a non-precedent/non-referral basis as it pertains to other contractual provisions related to scheduling and compensation.
Ms. Deborah Crowley  
March 10, 2005  
Page 2

Please indicate that this Letter accurately describes our understanding by signing below.

Sincerely,

[Signature]

Patricia Willis  
Vice President of Labor Relations

[Signature]

Deborah Crowley  
AFA Grievance Chair

Date: 04/09/05

Cc:  Kimberly Hodsdon, Senior Director of Inflight  
Dwight Blackman, AFA MEC
AWARD

The Company is in violation of 7.A.3.a. and related provisions of the agreement by requiring Reserves to sit reserve for more than six consecutive days without a calendar day off at base.

No later than the first month-to-month transition following the date of this award, the Company shall resume providing Reserve Flight Attendants a calendar day off at base after they have sat Reserve for six consecutive days.

Dated: Aug 15, 2005

Susan R. Brown, Arbitrator

Terri Murphy, Company Member

Carmen Linn, Union Member
November 29, 2005

Deborah A. Crowley
MEC Grievance Chair
6874 Fenton Street
Dearborn Heights, MI 48127

Re: Grievance No. 39-99-02-12-04 (Seniority List)

Dear Ms. Crowley:

The Company and AFA agree that an employee must maintain his/her flight attendant qualification pursuant to Federal Aviation Regulations ("qualification") in order to maintain a position on the Company Seniority List ("the List"). As such, any employee on the List who is not currently qualified pursuant to FARs ("qualified") shall be removed from the List subject to the following:

1. A Flight Attendant who is unable to maintain qualification due to a leave of absence or furlough pursuant to Sections 13 and 16 of the CBA shall not be removed from the List.

2. Subject to Sections 6.D and 6.E of the CBA, a member of Inflight management or an employee transferring to another department who is unable to maintain qualification due to a leave of absence for any reason shall not be removed from the List. However, he/she must become qualified upon return to active status as soon as he/she is physically/medically able to attend the required re-qualification training.

3. Any member of Inflight management or an employee transferring to another department who is not currently qualified, not on a leave of absence, and physically/medically able to attend the required re-qualification training, must become qualified within sixty (60) days from the signing of this Agreement. Failure to do so will result in his/her name being removed from the List.

4. All other sections of the CBA related to the List including Section 6.F shall remain in full force and effect.
Upon signing this Agreement, the Company and AFA also agree in good faith to conduct future discussions between the parties for the purpose of exploring their mutual interest in allowing members of Inflight management to accrue seniority.

This settlement shall be agreed upon on a non-precedent/non-referral basis and shall serve as a complete and final resolution of the grievance at issue. If you agree to the terms as outlined above, please indicate so by signing below.

Sincerely,

Patricia Willis  
Vice President of Labor Relations  
Spirit Airlines, Inc.

Deborah A. Crowley  
AFA MEC Grievance Chair

Date

Cc: File  
Kim Hodsdon  
Terri Murphy
LETTER OF AGREEMENT
between
SPIRIT AIRLINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
SPIRIT AIRLINES, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS -
COMMUNICATION WORKERS OF AMERICA

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Spirit Airlines Inc., its successors or assigns (herein “the Company” or “Spirit”) and the Flight Attendants in service of Spirit Airlines, Inc., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS – COMMUNICATION WORKERS OF AMERICA (herein “the Association” or “AFA”).

Pursuant to discussions between AFA and the Company, both parties recognize the desirability of implementing the Navtech Bidline Selector (“the Program”). Subject to any unforeseen circumstances, the parties agree that the Program will be tested, implemented and integrated as described below.

Features of Program: The Program will provide computer web-based access, including home access, for the purpose of submitting the following:

1. Monthly bid selections submitted by all Flight Attendants eligible to bid pursuant to Section 8.C.1 of the collective bargaining agreement (“CBA”).

2. A Flight Attendant who is not eligible to bid must contact Crew Planning to receive his/her monthly schedules pursuant to Sections 8.C.3 and C.4.

3. All other contractual rights related to bidding shall remain in full force and effect including Flight Attendants’ right to submit Buddy Bids.

Additional Features: In the event the Company plans to add additional features to the Program, e.g., Navtech Class Trade Module, the parties will meet to discuss and agree on changes as they relate to the terms of the CBA. Additionally, the parties will meet to discuss any required testing, implementation or integration processes related to the new feature(s). Specifically, the parties agree that the addition of the Navtech Class Trade Module will require a separate and comprehensive Letter of Agreement.

Training: Various methods of training will be employed during the Implementation Period to ensure Flight Attendants are adequately prepared to use the Program exclusively upon integration. Training methods will include a Tutorial Study Guide provided at no cost to Flight Attendants. Additionally, Inflight Supervisors and AFA representatives will receive comprehensive training to ensure their ability to assist Flight Attendants on an ongoing basis. New hires will be trained during initial training.
**Implementation Period:** The Implementation Period will begin with the April 2006 bid period such that eligible Flight Attendants may submit bid selections for April through the Program. The implementation period will continue for a period of ninety (90) days during which Flight Attendants will be encouraged to voluntarily submit monthly bids through the Program. Alternatively, Flight Attendants may continue to submit “paper bid” pursuant to the present procedures during this period. All computers and printers shall be installed and in working order at select locations as provided in this Agreement, e.g., crew bases and layover stations, during the Implementation Period.

**Extension of Implementation Period:** The parties may agree to meet to discuss an extension of the Implementation Period in the event that unforeseen circumstances deem such an extension necessary and appropriate. Any extension in excess of thirty (30) days shall be subject to the approval of AFA which shall not be unreasonably withheld or delayed.

**Integration:** Upon completion of the Implementation Period, all eligible Flight Attendants will be required to submit monthly bids only through the Program except as otherwise agreed in this Letter of Agreement. As such, the provisions of the CBA pertaining to other methods of delivery of Flight Attendants’ monthly bids as set forth in Section 8.F shall no longer be in effect. Alternatively, the following rules will be added:

1. If a Flight Attendant is out of the country or at a remote location on vacation or emergency leave where no computer/internet access is available, he/she may contact Crew Planning by telephone so that a Crew Planner may submit a bid on his/her behalf.

2. If the Program is not operational for any period of time, the bid submission deadline will be extended such that the Program will continue to accept bids beyond the original deadline for a period equal to the time the system was inoperative.

Unless specifically changed by this Letter of Agreement, all other provisions of the CBA pertaining to the submission of bids including submission/award deadlines, posting of transition schedule adjustments, and award posting requirements will remain in full force and effect.

**Technical Specifications:** All technical specifications incorporated into the Program, as well as any future modifications to the technical specifications, shall comply with the terms of the CBA, including and not limited to, the right to file grievances. Additionally, the Program will provide sufficient reports to verify continuing compliance with the CBA. Such reports will be made available to the MEC or its designated representative.

**No Cost to Flight Attendants:** Flight Attendants will not assume responsibility for any cost associated with the Program, including but not limited to its implementation or access charges (monthly, home, hotel or remote access) of any kind. This shall not be construed to require the Company to pay for personal ISPs nor shall it be construed to mean that the Company will be responsible to pay for the cost of computer usage or access at layover hotels where free computer/internet access is not otherwise available to Flight Attendants.
Computer Access: In addition to the computers already provided in the crew room at each base, the Company will make available a computer and printer at selected Spirit non-base Stations to be used by Flight Attendants. Additionally, the Company will actively negotiate with layover hotels in an effort to ensure no-cost computer/internet access for Flight Attendants during layovers. The Company will further ensure that all computers and printers at Spirit bases and layover stations (where a Spirit computer system and internet connectivity have been or will be established) are in good working order at all times.

1. **Spirit Bases:** One (1) computer and/or printer will be installed at a crew base where the Flight Attendant population has increased such that access to existing computers/printers has been adversely affected.

2. **Spirit Non-base Stations:** Computers intended for crewmember use at Spirit non-base Stations will be networked to existing printers. Additionally, if crewmember and station personnel utilization of a single available printer creates a printer access conflict, an additional printer will be provided for the Flight Attendants at the affected Station(s).

**No Less Favorable:** The terms and conditions set forth above shall be interpreted and implemented on a no less favorable basis than the terms and conditions contained in the Pilots' Agreement.

This Letter of Agreement will be effective upon signing by both parties and will remain in full force and effect concurrent with the CBA.

**FOR THE COMPANY:**

B. Ben Baldanza  
President & COO

Jeffrey Carlson  
VP & Director of Operations

**FOR THE ASSOCIATION:**

Patricia Friend  
International President

Deborah A. Crowley  
MEC President

Spirit Airlines proposal to AFA
LETTER OF AGREEMENT
between
SPIRIT AIRLINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
SPIRIT AIRLINES, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS -
COMMUNICATION WORKERS OF AMERICA

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WHEREAS, the Company and AFA acknowledge the need for certain relief from scheduling requirements under the collective bargaining agreement ("CBA") in order to efficiently staff the scheduled operation through April 2006;

WHEREAS, the parties also acknowledge that Flight Attendants should be provided certain incentives to volunteer for assignments beyond those contained in their Final Schedules.

THEREFORE, the parties agree to amend the following CBA provisions through April 2006 as described below:

1. **Check-in Time at Layover Stations.** (Section 7.B.3.a). Flight Attendants will be required to report for duty at layover stations 45 minutes prior to departure.

2. **Flight Time Limitations.** (Section 7.C.5). A Flight Attendant may voluntarily schedule him/herself for more than 100 block hours within the bid month by trading or picking up trips.

3. **Open Time Trips (post-SAP).** (Sections 8.L.1). A Reserve Flight Attendant may pick up Open Time trip(s) on his/her Guaranteed Days Off (GDO). Requests will be processed/awarded in seniority order after all lineholders' requests have been processed/awarded.

4. **Overtime Incentive Pay.** (Section G.3).
   
   A. A Flight Attendant will be paid at the rate of 150% of his/her hourly rate for trip(s) picked up from Daily Open Time (post-SAP) on his/her scheduled day(s) off so long as he/she flies all trips contained on his/her Final Schedule.

   B. A Flight Attendant will be paid at the rate of 200% of his/her hourly rate for all hours flown above 100 credit hours.

   C. Trips picked up by a Reserve Flight Attendant from Daily Open Time (post-SAP) on his/her GDO will be paid above guarantee at the rate of 150% of his/her hourly rate.
D. A Flight Attendant may not use credited Sick Bank hours for the purpose of calculating the Overtime Incentive Pay described above.

5. **Reduced Rest Pairings.** (Section 7.A.2.a).

   The Company may construct pairings containing eight (8) hour layovers. However, the duty period following the eight (8) hour layover may not contain more than one (1) flight segment.

This Agreement is made on a non-precedental/non-referral basis as it pertains to other contractual provisions related to scheduling, duty limitations, and compensation. It shall be effective as of the date of signing by both parties and shall terminate on April 30, 2006. All contractual provisions not specifically addressed in this Agreement shall remain in full force and effect at all times.

FOR THE COMPANY:

\[Signature\]  
Date 2-27-06

B. Ben Baldanza  
President & Chief Operating Officer

\[Signature\]  
Date 2-24-06

Jeffrey Carlson  
Vice President & Director of Operations

FOR THE ASSOCIATION:

\[Signature\]  
Date 3-02-06

Patricia Friend  
International President

\[Signature\]  
Date 2-19-06

Angelique Paluzzi  
MEC President
March 31, 2006

Deborah A. Crowley
MEC President
Association of Flight Attendants
6874 Fenton Street
Dearborn Heights, MI 48127

Subject: Letter of Understanding regarding an extension of The Letter of Agreement pertaining to relief from certain scheduling requirements for March and April 2006.

This will confirm our discussion in which both parties agree to extend the Letter of Agreement, providing Flight Attendants incentives to volunteer for assignments beyond those in their Final Schedules, through June 2006.

A maximum Actual Flight Limitation will be 125 hours.

Please indicate that this letter accurately describes our understanding by signing below.

Sincerely,

Dave Burgett
Director of Inflight

Deborah Crowley
MEC President

Date

Patricia Willis, VP of Employee Relations
Jeff Carlson, VP of Flight Operations/ Director of Operations
April 13, 2006

Deborah Crowley
AFA MEC President
6874 Fenton
Dearborn Heights, MI 48127

RE: AFA Case NO: 39-99-03-76-05 (Dr.'s Notes)

Dear Ms. Crowley:

In accordance with the provisions of Section 22 of the Spirit Airlines-AFA Collective Bargaining Agreement ("CBA"), a Step I Grievance Review Meeting was held on March 17, 2006. Participating in the meeting for the AFA were yourself, Laura Treer, Carmen Linn and Tom Rainier. In attendance for the Company were Base Manager, Christina vanEeden, Base Manager Bob Love, and the undersigned.

I have reviewed the circumstances and events related to AFA Case NO. 39-99-03-76-05 (Dr.'s Notes)

A review of the facts and circumstances reveals:

The Company will only request a Doctor's Note if there is reasonable basis to suspect abuse of Sick Leave as stated in Section 12.1.3 of the CBA.

Sincerely,

Terri Murphy
Director of Labor Relations

Cc: D. Burgett
    R. Love
    C. vanEeden
April 29, 2006

Deborah Crowley
AFA MEC President
6874 Fenton
Dearborne Heights, MI 48127

RE: AFA Case 39-99-02-05-06 (Notification of Delay)

Dear Ms. Crowley:

In accordance with the provisions of Section 22 of the Spirit Airlines-AFA Collective Bargaining Agreement a Step 1 Grievance Review Meeting was held on March 17, 2006. Participating in the meeting were Grievance Committee Representatives Carmen Linn, Laura Treer, Tom Rainier, and yourself. In attendance for the Company were DTW Base Manager-Bob Love, FLL Base Manager-Christina VanEeden, Director of Labor Relations-Terri Murphy, and the undersigned.

I have reviewed the circumstances and events related to AFA Case NO. 39-99-02-05-06 (Notification of Delay)

A review of the facts and circumstances reveals:

This notification was missed. The company has put in place additional personnel and procedures to assist in the notification process. A reporting format has been produced that will track delays more closely allowing additional lead time for crew notification.

Additional personnel are currently in-training and will be "on-line" on May 1. ATC reporting flight delay formatting is in place and being used as of the date of this letter. The crew scheduling training supervisor is responsible for implementation and monitoring of this program.

Sincerely,

Jim Jordan
Mgr. Crew Resources

Cc: D. Burgett
    J. Jordan
    DTW Base Manager
    FLL Base Manager
TO: All Flight Attendants

FROM: Dave Burgett, Director of Inflight
       Spirit Airlines, Inc.

       Deborah A. Crowley, MEC President
       Association of Flight Attendants-CWA

RE: Personal Day Off

DATE: June 27, 2006

As, most are aware it has been difficult to get a Personal Day Off approved through Crew Scheduling. Therefore, an agreement has been reached between the Company and the Union, regarding the Personal Day Off earned for not calling in sick for six (6) months. The following are the new guidelines for submitting a Personal Day Off request:

- The request may be used for a single or multi-day (3-5) trip pairing.
- A request on a multi-day (3-5) pairing must be for the first day or last day of the multi-day pairing.
- A request for a day off in the middle of a multi-day (3-5) pairing will be automatically denied.
- All Personal Day Off requests will be classified as a "Standing Bid". Which means the request will be reviewed everyday until approved or denied.

This new procedure will help to eliminate the need to submit the request repeatedly and give clear guidelines for Crew Scheduling with regards to approval.

Please email your comments and/or suggestions to Dave Burgett at Dave.Burgett@spiritairlines.com or Deborah Crowley at deb4afa@aol.com.
June 29, 2006

Deborah A. Crowley
MEC President
Association of Flight Attendants
6874 Fenton Street
Dearborn Heights, MI 48127

Subject: Letter of Understanding - Extension of Letter of Agreement #11

This will confirm our discussion in which both parties agree to extend the Letter of Agreement, providing Flight Attendants incentives to volunteer for assignments beyond those in their Final Schedules, through September 30, 2006. In summary,

- Regular/Relief FA’s will be paid at the rate of 150% of their hourly rate for trips picked up from Daily Open Time.
- Reserve FA’s may pick up trips from Daily Open Time on their GDO’s. These trips will be paid above their line guarantee at the rate of 150% of the FA’s hourly rate.
- FA’s may voluntarily schedule themselves for no more than 125 block hours by trading or picking up trips. All hours flown above 100 credit hours will be paid at the rate of 200% of the FA’s hourly rate.
- Check-in Time at Layover Stations is reduced to 45 minutes prior to departure. Crew Members are required to be onboard the aircraft at this time, prepared to complete job responsibilities.

Please indicate that this letter accurately describes our understanding by signing below.

Sincerely,

Dave Burgett
Director of Inflight

Deborah Crowley
MEC President

Date

cc: Patricia Willis, VP of Employee Relations
    Jeff Carlson, VP of Flight Operations/ Director of Operations
August 23, 2006

David Burgett, Director of Inflight
Spirit Airlines, Inc.
2800 Executive Way
Miramar, FL 33025

RE: ACARS Notification

Dear Mr. Burgett:

A meeting was held July 17, 2006 at Corporate to discuss methods of ACARS Notification. Participating in the meeting were: Dave Burgett/Director of Inflight, Jeff Carlson/VP Operations, James Monahan/Sr. Director of Crew Resources, Robert Love/Base Manager-DTW, Christina VanEeden/Base Manager-FLL, Laura Treer/MEC Scheduling Chair, Dwight Blackman/LECP Local 78, Carol Iverson/LECP Local 76 and myself, Deborah Crowley/MEC President.

The settlement of an ACARS Notification Procedure follows:

- All ACARS messages must be presented to the respective flight attendant(s) in printed format from the PIC.
- All ACARS messages must be followed up with a voice mail message to the respective flight attendant(s) addressed in the ACARS message, understanding a voice message must be left as the flight attendant(s) cell phone will be in the "off" mode until arrival.
- If respective flight attendant(s) does not have a cell phone as a means of contact, Crew Scheduling has no requirement to leave a message on a residence phone number.
- Contact to Crew Scheduling will be the primary responsibility of the flight attendant(s). There will be no coercion and/or duress from any other Spirit Airline's employee or non-employee.
- Failure to contact Crew Scheduling in a timely manner provided all above mentioned parameters are met will result in discipline.

A Must Read Memo will be issued to the flight attendant population and all applicable employee groups immediately, upon signing of this agreement.

As a final settlement, the Union and the Company agree to the specifications set forth in this letter. Should you agree with this decision, please indicate so by signing below

Respectfully Submitted,

Deborah A. Crowley
MEC President, AFA-CWA
Spirit Airlines, Inc.

Electronic/FedEx
cc: File
    T. Murphy
    P. Olechowski
LETTER OF AGREEMENT
between
SPIRIT AIRLINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
SPIRIT AIRLINES, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS -
COMMUNICATION WORKERS OF AMERICA

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Spirit Airlines Inc., its successors or assigns (herein "the Company" or "Spirit") and the Flight Attendants in service of Spirit Airlines, Inc., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS - COMMUNICATION WORKERS OF AMERICA (herein "the Association" or "AFA").

WHEREAS, the Company and AFA agree that it is in the interest of both parties that a cabin crew consist of at least one (1) non-probationary flight attendant whenever possible such that a more experienced non-probationary flight attendant will be onboard to assume the ‘A’ or ‘lead’ position.

THEREFORE, the parties agree that the Company may deviate from Sections 9.D.4 and 9.D.5 of the collective bargaining agreement (“CBA”) when assigning available reserves to trips under Section 8.M.2 as described below.

1. In the event that the order of assignment pursuant to Sections 9.D.4.a, 9.D.4.b and 9.D.5 results in a full crew complement of probationary flight attendants, the Company may "skip" to the next available non-probationary reserve flight attendant that is legal for assignment and with the lowest projected credited hours being assigned first.

2. The non-probationary reserve flight attendant shall assume the role of ‘A’ or ‘lead’ flight attendant during the assigned trip.

3. All other contractual provisions related to order of assignment including Sections 8.M.1, M.2, M.3, M.4 and M.5 shall remain in full force and effect.

This Agreement is made on a non-precedental/non-referral basis as it relates to other contractual provisions involving order of trip assignments. The Agreement shall be effective upon signing by both parties and shall remain in full force and effect concurrent with the CBA.

FOR THE COMPANY:

B. Ben Baldanza
Chief Executive Officer

Date
FOR THE ASSOCIATION:

Jeffrey Carlson  
VP & Director of Operations  

Patricia Friend  
International President  

Deborah Crowley  
MEC President  

Date  

9-14-06

9-19-06

9/15/06
LETTER OF AGREEMENT
between
SPIRIT AIRLINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
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COMMUNICATION WORKERS OF AMERICA

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WHEREAS, the Company and AFA agree that it is in the interest of both parties to clarify "Annual Vacation Bidding and Awarding". THEREFORE, in accordance with Section 11.C.3, the parties agree that the introduction of electronic vacation bidding and awarding will be as described below:

1. Challenge Period for 2007 Vacation Bidding will commence on November 18, 2006 and run for seven (7) days, concluding on November 25, 2006, and
2. A “Challenge period” is being extended for the 2007 Vacation Bidding only due to the introduction of electronic bidding, and
3. Flight Attendants are to enter their desired bids via the Flightline Internet Crew Access System (FLICA), and
4. The flight attendant may, as a last resort, complete a bid for the 2007 Vacation Bidding period using a paper election form. No paper bids for vacation will be allowed for the 2008 Vacation Bidding period.

This Agreement is made on a non-precedent/non-referral basis as it relates to other contractual provisions involving vacation bidding. This Agreement shall be effective upon signing by both parties and shall remain in full force and effect concurrent with the CBA.

FOR THE COMPANY:

[Signature]
B. Ben Baldanza
Chief Executive Officer
Date

Jeffrey Carlson
VP & Director of Operations
Date
FOR THE ASSOCIATION:

Patricia Friend
International President

Deborah Crowley
MEC President

Date

March 19, 2007

Date

10/05/06
October 12, 2006

Deborah A. Crowley
MEC President
Association of Flight Attendants
6874 Fenton Street
Dearborn Heights, MI 48127

Subject: Letter of Understanding – Schedule Integrity

This will confirm your discussion on September 14, 2006 with James Monahan, Senior Director Crew Resources, in which both the Company and the AFA MEC President agree to the following Letter of Understanding regarding Schedule Integrity, clarifying the definition as currently outlined in Section 8.G.2 (Initial Bid Packages), 3. (Initial Bid Awards), and 9. (Final Bid Awards):

- Days off listed and published in the monthly bid package will stand as minimum days off in the same month

Example: Flight Attendant A is awarded a line with fifteen (15) days off as posted in the initial bid package. Her minimum guaranteed days off are fifteen (15) for the corresponding month. Should Flight Attendant A fall below this guaranteed minimum amount of days off due to irregular operations, her day(s) off will be restored to the guaranteed level.

Please indicate that this letter accurately describes your understanding by signing below.

Sincerely,

Dave Burgett
Director of Inflight

[Signature]

Deborah Crowley
MEC President

Date

cc: Jeff Carlson
James Monahan
Terri Murphy
Joseph Nystrom
Dear Ms. Crowley:

In full and final settlement of the above mentioned grievances, the Company and the Union have come to the following resolution:

**MONETARY**

1. Match each hour for hour (including half) with float vacation for all time worked over and above original pairing guarantee.
2. Four (4) hours of float vacation for each day off lost due to reroute/reschedule.
3. Float vacation awarded as a result of this settlement must be used by December 31, 2007.
4. Any float vacation denied due to operational needs and/or critical days of the Company may be carried over into the next year (2008). Supporting documentation must be provided.
5. All float vacation requests will not be unreasonably denied. If denied, the Company must provide documentation supporting denial.

Letter of Agreement to Reflect the following:

Reroute/Reschedule is any time a flight attendant is involuntarily assigned to an uncovered segment(s) or trip(s) or original trip is modified. A Flight Attendant is entitled to schedule integrity which is defined as the right to fly his or her awarded line and not be rescheduled provided his/her trip operates and he or she is legal to fly it. After the order of assignment in paragraph M has been followed, Flight Attendants may be subject to Reroute/Reschedule in inverse seniority order away from base among Flight Attendants that are legal and available.

1. Only Crew Scheduling may initiate Reroute/Reschedule calls. Crew Scheduling must make positive contact with the Flight Attendant(s) to confirm the assignment. A Flight Attendant shall not be Rerouted/Rescheduled because he/she has contacted Crew Scheduling.
2. 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 the uncovered segment or trip is scheduled to depart in less than two (2) hours from the time of notification.
3. When 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/her original trip as soon as possible.
b. Assign Flight Attendant to a segment(s) or trip which will return him/her closest to the return date/time of their original trip.

4. Flight Attendants may only be Rerouted/Rescheduled once per bid period and only five (5) times per year.

5. Reroute/Rescheduled Flight Attendants shall have an equal number of days off restored during their 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 Rerouted/Rescheduled shall be compensated at 150% of their current hourly rate for all additional block flown.

7. The Company shall make available at each affected base a Reroute/Reschedule log each day with a copy to the designated Union representative 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. Circumstances causing reroute/reschedule:
   f. When transaction was completed; and
   g. Name of Crew Scheduler making the entries.

Reroute/Reschedule will be added to Section M as #6 under Order of Assignment.
If you agree with resolution as outlined, please indicate so by signing below.

Sincerely,

[Signature]
Jeff Carlson
Vice President Of Flight Operations

[Signature]
Deborah Crowley
AFA MEC President

Date 10/05/06

Cc: J. Carlson
D. Burgett
T. Murphy
File
LETTER OF AGREEMENT
between
SPIRIT AIRLINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
SPIRIT AIRLINES, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS-
COMMUNICATION WORKERS OF AMERICA

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Spirit Airlines Inc., its successors or assigns (herein "the Company" or "Spirit") and the Flight Attendants in service of Spirit Airlines, Inc., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS - COMMUNICATION WORKERS OF AMERICA (herein "the Association" or "AFA").

WHEREAS, the Company and AFA agree that it is in the interest of both parties that the definition and use of Rescheduling/Rerouting under Section 8.Q. of the Collective Bargaining Agreement ("CBA") must be further clarified to ensure proper institution of this section of the contract.

THEREFORE, the parties agree to the new language when assigning available resources to trips under Section 8.Q. as described below:

DEFINITION: Reroute/Reschedule is any time a flight attendant is involuntarily assigned to an uncovered segment(s) or trip(s) or original trip is modified. A Flight Attendant is entitled to schedule integrity which is defined as the right to fly his or her awarded line and not be rescheduled provided his/her trip operates and he or she is legal to fly it. After the order of assignment in paragraph M has been followed, Flight Attendants may be subject to Reroute/Reschedule in inverse seniority order away from base among Flight Attendants that are legal and available.

1. Only Crew Scheduling may initiate Reroute/Reschedule calls. Crew Scheduling must make positive contact with the Flight Attendant(s) to confirm the assignment. A Flight Attendant shall not be Rerouted/Rescheduled because he/she has contacted Crew Scheduling.

2. 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 the uncovered segment or trip is scheduled to depart in less than two (2) hours from the time of notification.

3. When 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/her original trip as soon as possible.
   b. Assign Flight Attendant to a segment(s) or trip which will return him/her closest to the return date/time of their original trip.

4. Flight Attendants may only be Rerouted/Rescheduled once per bid period and only five (5) times per year.

5. Reroute/Rescheduled Flight Attendants shall have an equal number of days off restored during their 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 Rerouted/Rescheduled shall be compensated at 150% of their current hourly rate for all additional block flown.

7. The Company shall make available at each affected base a Reroute/Reschedule log each day with a copy to the designated Union representative outlining the following information:
   a. Who Crew Scheduling has contacted and/or attempted to contact, and
   b. What telephone number(s) did they attempt to call, and
   c. Flight numbers attempting to be covered, and
   d. When trip(s) to be covered became available, and
   e. Circumstances causing reroute/reschedule, and
   f. When transaction was completed, and
   g. Name of Crew Scheduler making the entries.

Reroute/Reschedule will be added to Section M as #6 under Order of Assignment.

1. In the event that the order of assignment pursuant to Sections 9.D.4.a, 9.D.4.b and 9.D.5 results in a full crew complement of probationary flight attendants, the Company may "skip" to the next available non-probationary reserve flight attendant that is legal for assignment and with the lowest projected credited hours being assigned first.

2. The non-probationary reserve flight attendant shall assume the role of ‘A’ or ‘lead’ flight attendant during the assigned trip.

3. All other contractual provisions related to order of assignment including Sections 8.M.1, M.2, M.3, M.4 and M.5 shall remain in full force and effect.

This Agreement is made on a non-precedental/non-referral basis as it relates to other contractual provisions involving order of trip assignments. The Agreement shall be effective upon signing by both parties and shall remain in full force and effect concurrent with the CBA.

If you are in agreement with the resolution as outlined, please indicate so by signing below:

FOR THE COMPANY:

[Signature]
B. Ben Baldanza
Chief Executive Officer

[Signature]
Jeffrey Carlson
VP & Director of Operations

10-12-06
10-11-06
FOR THE ASSOCIATION:

Patricia Friend
International President

10/23/04

Deborah Crowley
MEC President

10/23/04
October 31, 2006

Re: Case #39-99-02-18-03
Association of Flight Attendants and Spirit Airlines (crew luggage)

Dear Mr. Carlson and Ms. Lewis:

Enclosed please find two (2) copies of the Opinion and Award of the System Board of Adjustment in the above-referenced matter. Also enclosed is a copy of the Arbitrator’s Bill for Services.

Thank you for this opportunity to serve the parties.

Very truly yours,

Bonnie Siber Weinstock
AWARD

The grievance is sustained in accordance with the Opinion herein. The Company violated Section 23(P) of the Agreement by failing to provide secure onboard stowage for Flight Attendants' purses and personal items. The Company is directed to label the small overhead compartment in the aft of the aircraft for Flight Attendant use only, and to secure that small bin with either a lock or netting so that Flight Attendants may place their purses or other personal items in a secure space. Alternatively, if the Company chooses to allocate galley space for Flight Attendants' personal items, the compartments must be lockable to prevent access by caterers, cleaners and others. In all other respects, the luggage trays provided behind the last row of seats in the aircraft are adequate to secure roll-aboards and flight bags. The Board retains jurisdiction if questions arise regarding the implementation of the remedy herein.

October 31, 2006

Bonnie Siber Weinstock
Neutral Chairperson

Carol A. Iverson
Association designee
concum/dissent
(as to netting)

Terri Murphy
Company designee
concum/dissent
December 20, 2006

Deborah A. Crowley
MEC President
6874 Fenton Street
Dearborn Heights, MI 48127

Subject: LETTER OF UNDERSTANDING - 50-Minute Boarding Time (FLL - KIN, SDQ, MBJ - FLL)

Dear Ms. Crowley:

This will confirm our discussion December 12, 2006 regarding the adjustment of a crew boarding time in FLL for KIN, SDQ and MBJ as well as the respective flights returning to FLL. The Company and the AFA agree to a boarding time of fifty (50) minutes for the four affected stations: FLL, KIN, SDQ and MBJ.

This adjustment is a resolution to help ensure the on-time performance of these particular stations due to operational failures that have been contributing to schedule degradation at these locations, and does not affect the boarding time in FLL for any other outbound destinations other than those listed above.

Upon completion of the holiday season, on or as close to January 10, 2007 as possible, the Company agrees to review the operational performance at these particular locations and will reassess the situation.

This Agreement is made on a non-precedent/non-referral basis as it relates to other contractual provisions involving show times. The Agreement shall be effective upon signing by both parties and shall remain in full force and effect concurrent with the CBA until the review in January 2007.

If you are in agreement with the resolution as outlined, please indicate so by signing below:

Sincerely,

David Burgett
Director, Inflight Services

Deborah Crowley
Date 12/21/06
Dear Ms. Crowley:

In accordance with the provisions of Section 22 of the Spirit Airlines-AFA Collective Bargaining Agreement ("CBA"), a Step I Grievance Review Meeting was held on December 8, 2006. Participating in the meeting for the AFA were yourself, Carol Iverson, Carmen Linn, and Tommy Rainier. In attendance for the Company were Director of In-Flight, David Burgett, Base Manager, Joseph Nystrom, Manager of Crew Planning, Christina vanEeden, and the undersigned.

I have reviewed the circumstances and events related to AFA Case #. 39-99.02.83.06 (Reserve Vacation Credit). A review of the facts and circumstances reveals:

1. The CBA states in Section 11.F.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, which ever is greater. Twenty-eight (28) hours will be deducted from the Flight Attendants vacation bank for seven (7) days of vacation."

Based on my review of the complaint, the Reserve Flight Attendants should be paid as the CBA states - with the following point of clarification. Reserve Formula is subtraction of the number of awarded reserve days X 4.0 hours from weekly rate of 28.0 hours with the remainder added above the 72 hour minimum guarantee.

Example: F/A Smith has a scheduled annual vacation January 22–28, 2007. F/A Smith has 3 RSV days during this period. This is paid as vacation credit and the remaining sixteen (16) hours, calculated as (28 – 12 = 16), will be added to the minimum guarantee, or (72 + 16 = 88).

This letter will serve as full and final settlement of this grievance on a non-precedent / non-referral basis as it pertains to others. If you agree with the proposal as outlined above please sign below.

Sincerely,

Robert Love
Base Manager, DTW

cc: J. Balwant
    D. Burgett
    J. Monahan
    C. vanEeden
LETTER OF AGREEMENT
between
SPIRIT AIRLINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
SPIRIT AIRLINES, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS - COMMUNICATION WORKERS OF AMERICA

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Spirit Airlines Inc., its successors or assigns (herein "the Company" or "Spirit") and the Flight Attendants in service of Spirit Airlines, Inc., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS - COMMUNICATION WORKERS OF AMERICA (herein "the Association" or "AFA").

WHEREAS, the Company and AFA agree that it is in the interest of both parties that the Collective Bargaining Agreement ("CBA") should be amended so as to provide for establishment of temporary bases — "satellite bases" — where Flight Attendants are considered in domicile.

THEREFORE, the parties agree to the following terms with respect to bidding and flying out of satellite bases as described below:

Satellite base vacancies will be posted for bid at least sixty (60) days before the projected effective date (month of flying). A deadline date for the bid closing will be no earlier than ten (10) days after the vacancies are posted. Satellite base vacancies will be awarded in seniority order among eligible bidders. After the initial award, the Company may offer additional satellite base vacancies at its discretion. If, for any reason, there is an insufficient number of successful eligible bidders, the Company may displace Flight Attendants into satellite bases in accordance with the provisions of Section 15. E. of the Basic Agreement.

1. The satellite base award is only effective for the month that has been awarded and must be re-bid as per this Letter of Agreement each month.

2. A satellite base award does not change a Flight Attendant's permanent base bid; it will, however, will be treated as the Flight Attendant's domicile during the effective month(s).

3. Flight Attendants awarded a satellite base are "locked-in" to bid the satellite monthly bid and will not be allowed to participate in their regular (permanent domicile) bid.

4. The Company will construct monthly lines of flying for the satellite base, which will consist of regular lines and may include reserve lines.

5. The satellite base monthly bids will be posted and awarded at the same time as all other regular bid lines.

6. The term "eligible bidder" as used above in this Letter of Agreement means that:

   a. In the month in which awarded flying from the Satellite base first begins ("Opening Month"), the Flight Attendant must not have any schedule conflicts from planned
absences, including but not limited, to training, vacation, and other planned leave under the Agreement; and

b. In any and all ensuing months to be flown from the Satellite base, the Flight Attendant must not have any month-to-month transition or lead-in conflicts or planned absences.

7. Cancellation Clause: This Letter of Agreement may be cancelled with sixty (60) days written notice by the Company or the Association for any reason. The Company may cancel a satellite base at any time, without penalty, prior to the monthly bid as long as Flight Attendants that pre-bid or are added can participate in the normal monthly bid.

The Agreement shall be effective upon signing by both parties and shall remain in full force and effect concurrent with the CBA.

If you are in agreement with the resolution as outlined, please indicate so by signing below:

FOR THE COMPANY:

[Signature]
B. Ben Baldanza
Chief Executive Officer

[Signature]
Jeffrey Carlson
VP & Director of Operations

[Signature]
March 19, 2007
Patricia Friend
International President

[Signature]
Deborah Crowley
MEC President
LETTER OF AGREEMENT
between
SPIRIT AIRLINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
SPIRIT AIRLINES, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS - COMMUNICATION WORKERS OF AMERICA

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WHEREAS, the Company and AFA agree that it is in the interest of both parties to change the commencement of duty time (a.k.a. Show Time).

THEREFORE, the parties agree to change Section 7.B.3 to read as follows:

Duty Period

a. A Flight Attendant’s duty period in base shall commence one (1) hour prior to scheduled departure at the airport or designated location and shall end thirty (30) minutes after block in of the flight, or when actually released from all duty, whichever is later. If the duty period is extended, the “A” Flight Attendant will notify Crew Scheduling of the actual release time. Flight Attendants should be on the aircraft at base, ready to commence the boarding process no less than fifty (50) minutes prior to departure.

b. A Flight Attendant is on duty until thirty (30) minutes after release from a trip assignment, deadheading, ferrying, during all time involved when being tested for drug or alcohol use, and while in training.

c. Down-line report times for trips may not be scheduled for less than fifty (50) minutes before flight time, with Flight Attendants on the aircraft, prepared to commence the boarding process at forty-five (45) minutes, but 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.
Commencement of Duty Time LOA

FOR THE COMPANY:

2-6-07
B. Ben Baldanza
President & CEO

Jeffrey Carlson
VP & Director of Operations

FOR THE ASSOCIATION:

Patricia Friend
International President

Deborah A. Crowley
MEC President

Date
Date
March 19, 2007
2/3/07
Deborah A. Crowley
MEC President
Association of Flight Attendants
6874 Fenton Street
Dearborn Heights, MI 48127

Subject: Letter of Understanding – Reserve Duty Time (Grievance 38-06)

Michael Anderson, Director of Safety and Toni Scaturo, AFA Safety Committee Chairperson, met in mid-February to discuss options for scheduling relief concerning the Order of Assignment during reserve notification periods. The original grievance, #39-99-02-38-06 dated April 26, 2006, contested that Crew Scheduling was assigning trips outside the reserve notification period, taking the affected flight attendant beyond a fourteen (14) hour duty period.

Example: FA is on Reserve B (0700-1700) and receives notification at 1400 for trip #706, DTW-LAX, with a Show Time of 1930 and a Release Time of 0600.

In this example, the Union believes the Company violates Section 7.B.1.a, 2.a, and 23.C. of the Collective Bargaining Agreement. The Company does not concur. Reserve Shifts, as defined in Section 9.C.1-2 are a period of notification, and are considered one (1) day of work for pay purposes only.

However, the Company agrees with the Association that, given the example above, the issue of safety should be a consideration. Therefore, the collaboration between the Company and AFA Safety Committee results in the following recommendation:

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 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.
   a. Crew Scheduling will consider the contact period when assigning a trip. If the duty time of the trip (prior to the first ensuing rest period) to be assigned added to the amount of time already passed from the commencement of the contact period exceeds sixteen (16) hours, the Crew Scheduler may move to the next Reserve Shift period.
Re-stating the example above:

Example: FA is available on Reserve B (0700-1700). At 1400, Crew Scheduler has trip #706, DTW-LAX, with a Show Time of 1930 and a Release Time of 0600. Because FA in Reserve B started his notification period at 0700, this amount of time added to actual trip length prior to an ensuing rest period exceeds 16:00 hours, the Scheduler may move to the next available FA in Reserve C.

This Letter of Understanding will eliminate Crew Scheduling from being required to assign a Flight Attendant at the end of an earlier Reserve Shift when such trip can be better assigned to a Flight Attendant in the next Reserve Shift period and eliminate concerns of safety due to length of time already available.

Please indicate that this letter accurately describes our understanding by signing below.

Sincerely,

David Burgett
Director of Inflight

Deborah Crowley
MEC President

Date

cc: VP of Flight Operations/ Director of Operations
    VP of Human Resources
    Senior Director Crew Planning & Scheduling
    Manager, Labor Relations
March 2, 2007

Deborah A. Crowley
AFA MEC President
6874 Fenton Street
Dearborn Heights, MI 48127

Subject: 39-99-02-47-06 - Notification of Delay -
39-99-02-38-06 - Reserve Duty Time
39-99-02-20-06 - Calendar Day Off
39-78-02-51-06 - Consecutive Days Off
39-76-02-75-05 - Alport
39-99-02-31-06 - 100+ Hours
39-99-02-37-06 - Open Time Protocol

Dear Ms. Crowley:

I thank you and your MEC Committee members for your willingness to resolve the above-listed grievances as described below, in exchange for withdrawal of the grievances. During our meeting on January 24, 2007 with Ms. Stephani Lewis, a number of recommendations were made collectively between the AFA and the Company. We made commitments to follow-up on the issues at hand, and I am writing to share these with you.

39-99-02-47-06 - our agreement was to write a stern directive to the Crew Scheduling department requiring them to notify crews of delays, other than creeping delays. Attached is the Crew Scheduling Bulletin, which states "Section 7 G.3 of the Flight Attendant CBA requires that all Flight Attendants be notified "if a scheduled flight is delayed by more than ninety (90) minutes or cancelled". This does not include instances of creeping delays that are not known to be in excess of 90 minutes."

Should future errors be made by a Crew Scheduler, the violations will be dealt with according to the terms of progressive discipline within that department, up to and including suspension and possible termination. We understand that this grievance will be withdrawn.

39-99-02-38-06 - our commitment was to have Mike Anderson, Director of Safety and Toni Scaturo, AFA Safety Committee Chairperson, review the facts of the original grievance and submit a recommendation for solution that would directly address this issue. Attached is a Letter of Understanding that directly addresses the problem.

(continued)
If you are in agreement with the recommendation, we will move forward with the LOU and implementation. By your agreement, it will be understood by both the AFA and the Company that this grievance will be withdrawn with prejudice.

39-99-02-20-06, 39-78-02-51-06 & 39-76-02-75-05 – our commitment is to cease and desist from the “rolling 24/7,” and other relief described below in exchange for withdrawal of these grievances. We also agreed to write a stern directive to the Crew Scheduling department. Attached is Crew Scheduling bulletin, which states “Section 7 A. 3. a. of the Flight Attendant CBA requires that all Flight Attendants “be scheduled for no more than six (6) consecutive calendar days on-duty without a calendar day free from duty.” Further, “the one calendar day in the seven day period must be in the Flight Attendant’s base.” Lastly, “Deviations from this constraint may be made only with the Flight Attendant’s concurrence and without duress.”

This means that while these constraints may be waived by a flight attendant, a “rolling 24/7” must be voluntary and obtained without duress. As well, it must be obtained prior to the period of rest commencing.

The Company also agrees to pay at the rate of 150% of the affected hourly rate for 39-99-02-20-06 [REDACTED]. The same rate (150% of the affected hourly rate) was paid to [REDACTED] for settlement of 39-78-02-51-06 in March 2006 (please see attached), and 100% at the appropriate hourly rate for four (4) hours to [REDACTED] for the resolution of 39-76-02-75-05.

Crew scheduling is instructed to adhere to this understanding, as reflected in the attached directive.

39-99-02-31-06 – the Company agrees that flight attendants cannot be forced to go over 100 hours. Attached is the Crew Scheduling bulletin which states “Section 7 C. 5. of the Flight Attendant CBA states the “A Flight Attendant may be scheduled for up to eighty-eight (88) credit hours per bid period” and further; “he or she may voluntarily schedule themselves up to one hundred (100) block hours by trading or picking up trip(s) as long as there are no Flight Attendants who are involuntarily furloughed.” This is being issued in exchange for withdrawal of the grievance.

The bulletin clarifies that in no case may a Flight Attendant be scheduled to exceed one-hundred (100) block hours.

And, finally, 39-99-02-37-06 – the Company agrees that favoritism will not be tolerated in Crew Scheduling, particularly in the current manual process of Daily Open Time. Attached is the Crew Scheduling Bulletin, which states “We cannot do anything, for any Flight Attendant, which may be perceived as favoritism. All timelines and transaction rules must be handled fairly and consistently at all times.

(continued)
Any Crew Scheduler or Supervisor found guilty of violating the rules of Open Time awarding to favor a particular Flight Attendant will be dealt with according to the terms of progressive discipline including suspension and possible termination.” Again, it is our understanding that with this undertaking, the grievance is withdrawn.

Should you have any questions or concerns regarding the resolutions, please contact me at your earliest convenience.

Sincerely,

David Burgett
Director of Inflight

cc: Jeffrey Carlson, VP of Flight Operations
James Monahan, Sr. Director Crew Planning & Scheduling
Meisha Smith, Manager Labor Relations
Peter Petesch, Ford & Harrison LLP
March 01, 2007

AFA Grievance 37-06

Open Time Processing

To: All Crew Scheduling Personnel

The Association brought to the Company a number of Open Time transactions that they believed to be of a "suspicious" nature. After extensive research, explanations were found for many of these transactions while some others appeared to be simple errors. However, a couple of the errors were blatant such as honoring requests submitted outside normal guidelines that are known to all.

We cannot do anything, for any Flight Attendant, which may be perceived as favoritism. All timelines and transaction rules must be handled fairly and consistently at all times. Any Crew Scheduler or Supervisor found guilty of violating the rules of Open Time awarding to favor a particular Flight Attendant will be dealt with according to the terms of progressive discipline including suspension and possible termination.

Thank you,

Laura Treer

Please sign and return to Crew Scheduling supervisor:

Employee Signature: Date:
March 01, 2007

AFA Grievance 47-06--Settlement

Notification of Delays

To: All Crew Scheduling Personnel

Section 7 G.3 of the Flight Attendant CBA requires that all Flight Attendants be notified “if a scheduled flight is delayed by more than ninety (90) minutes or cancelled”. This does not include instances of creeping delays that are not known to be in excess of 90 minutes.

Please be vigilant in consistently adhering to this requirement.

Should future errors be made, they will be documented and placed in your file. Such violations will be dealt with according to the terms of progressive discipline including suspension and possible termination.

Thank you,

Laura Treer

Please sign and return to Crew Scheduling supervisor.

Employee Signature: Date:
March 01, 2007

AFA Grievances  20-06, 51-06, 75-05 Settlement

Rolling 24/7

To: All Crew Scheduling Personnel

Section 7 A. 3. a. of the Flight Attendant CBA requires that all Flight Attendants “be scheduled for no more than six (6) consecutive calendar days on-duty without a calendar day free from duty.” Further, “the one calendar day in the seven day period must be in the Flight Attendant’s base.” Lastly, “Deviations from this constraint may be made only with the Flight Attendant’s concurrence and without duress.”

This means that while these constraints are waivable, a “rolling 24/7” must be voluntary and obtained without duress. It must also be obtained prior to the period of rest commencing.

An unemotional statement of the facts at hand does not constitute duress. However, any threats or undue pressure applied to a crew member to obtain such waiver does constitute duress and will be considered a violation of this settlement. Any subsequent violations will be dealt with according to the terms of progressive discipline including suspension and possible termination.

Thank you,

Laura Treer

Please sign and return to Crew Scheduling supervisor.

Employee Signature:  Date:
March 01, 2007

AFA Grievance 31-06

Scheduling Flight Attendants in Excess of 100 Block Hours

To: All Crew Scheduling Personnel

Section 7 C. 5. of the Flight Attendant CBA states the “A Flight Attendant may be scheduled for up to eighty-eight (88) credit hours per bid period” and further; “he or she may voluntarily schedule themselves up to one hundred (100) block hours by trading or picking up trip(s) as long as there are no Flight Attendants who are involuntarily furloughed.”

Please review this provision and understand that exceeding eighty-eight (88) is voluntary but in no case may a Flight Attendant be involuntarily scheduled to exceed one-hundred (100) block hours.

Thank you,

Laura Treer

Please sign and return to Crew Scheduling supervisor.

Employee Signature: Date:
LETTER OF AGREEMENT
between
SPIRIT AIRLINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
SPIRIT AIRLINES, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS - COMMUNICATION WORKERS OF AMERICA

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Spirit Airlines Inc., its successors or assigns (herein "the Company" or "Spirit") and the Flight Attendants in service of Spirit Airlines, Inc., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS - COMMUNICATION WORKERS OF AMERICA (herein "the Association" or "AFA").

WHEREAS, the Company and AFA agree that it is in the interest of both parties that the Collective Bargaining Agreement ("CBA") should be amended so as to provide for expanded guidelines in reference to notification of delays to Flight Attendants.

THEREFORE, the parties agree to the following terms with respect to "Notification" if a flight is delayed by more than ninety (90) minutes or cancelled, as defined in Section 7.G.3 of the CBA:

1. When a Flight Attendant's flight is delayed by more than ninety (90) minutes due to crew rest or mechanical reasons, and he or she can be contacted with positive notice at his or her home/cell phone or hotel of the rescheduled check-in time, the Flight Attendant's duty period shall commence at the rescheduled check-in time.

2. Such notification shall only be required of Crew Scheduling when there is a delay for a period equal to or greater than ninety (90) minutes (or a cancellation) due to crew rest or mechanical reasons with reasonable time to make positive contact with the Flight Attendant as provided above.

3. Down-Line Delays:
   a. Crew Scheduling must make positive contact with at least one (1) of the listed working Flight Attendants. When positive contact has been made with the first Flight Attendant, it will be that crew member's responsibility to contact his or her fellow Flight Attendants working the flight, and
   b. If Crew Scheduling is made aware of such delay after the scheduled hotel transportation departure, Crew Scheduling should make a good faith attempt to contact at least one (1) of the listed working flight attendants (i.e., if one of the listed flight attendants has a cell phone number listed with Crew Scheduling), but if no positive contact is made, Crew Scheduling has fulfilled its obligation per the terms of this Letter of Agreement.
4. Irregular Operations – should the Company experience extreme irregular operations due to ATC qualified weather delays (regardless of season), every attempt will be made to contact as many crew members as possible, but positive contact language will not apply.

5. Notification Failure – A Flight Attendant who checks-in as scheduled and who believes that the Company failed to make the required attempt to notify him or her of a delay covered by this Letter of Agreement shall notify Crew Scheduling of the incident by filing a CRF as soon as practicable. Then, if Crew Scheduling failed to attempt to make positive contact with the Flight Attendant within the guidelines (as outlined above), the Flight Attendant will receive two (2) hours of straight-time pay, above guarantee, equivalent to the affected Flight Attendant(s) current hourly rate. For all other purposes, the Flight Attendant’s duty period shall commence at the rescheduled check-in time.

The Agreement shall be effective upon signing by both parties and shall remain in full force and effect concurrent with the CBA.

If you are in agreement with the resolution as outlined, please indicate so by signing below:

**FOR THE COMPANY:**

\[ Signature \] 5-10-07

B. Ben Baldanza
Chief Executive Officer

\[ Signature \] 5-10-07

Jeffrey Carlson
VP & Director of Operations

**FOR THE ASSOCIATION:**

\[ Signature \] 7-6-07

Patricia Friend
International President

\[ Signature \] 6-21-07

Deborah Crowley
MEC President

DC:65908.1
LETTER OF AGREEMENT
between
SPIRIT AIRLINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
SPIRIT AIRLINES, INC.
as represented by
ASSOCIATION OF FLIGHT ATTENDANTS

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between SPIRIT AIRLINES, INC., its successors or assigns (hereinafter “the Company” or “Spirit”) and the Flight Attendants in the service of Spirit Airlines, Inc. as represented by the ASSOCIATION OF FLIGHT ATTENDANTS (hereinafter “the Association” or “AFA”).

WHEREAS, the parties share a mutual interest in ensuring that Spirit Flight Attendants are paid in an accurate and timely manner; and

WHEREAS the current system of paying Spirit Flight Attendants every other Friday in accordance with Section 3. U. 2 of the CBA is difficult to administer and has resulted in delays in payment to the Flight Attendants,

THEREFORE, the parties agree to amend Section 3. U. 2 of the CBA in the following manner:

Pay Periods
1. There will be two pay periods per month for Flight Attendants. The first pay period will be the 1st through the 15th and the second pay period will be the 16th through month-end. The check on the 15th will include one-half (1/2) the Flight Attendant’s minimum monthly guarantee for the current month in addition to the per diem, overtime, junior assignment pay and all other amounts above guarantee due from the previous month. The Flight Attendant shall submit proper paperwork on the Friday preceding the paycheck. The month end check will be paid on the last day of the month and will include one-half (1/2) the Flight Attendant’s minimum monthly guarantee for the current month. When a designated payday falls on a Saturday or Sunday, the preceding Friday will be the payday. When a designated payday falls on a holiday, the preceding business day which is not a holiday will be the payday. Payment will be made by direct deposit into a bank designated by the Flight Attendant.
This Letter of Agreement shall be effective upon signing and shall remain in full force and effect concurrent with the Collective Bargaining Agreement between the Company and the association effective February 7, 2003.

FOR SPIRIT AIRLINES, INC.

B. Ben Baldanza
Chief Executive Officer

Jeffrey Carlson
VP, Flight Operations

FOR THE ASSOCIATION OF FLIGHT ATTENDANTS

Patricia Friend
International President

Deborah Crowley
MEC President
LETTER OF AGREEMENT
Between
SPIRIT AIRLINES, INC.
And
THE FLIGHT ATTENDANTS
In the service of
SPIRIT AIRLINES, INC.
As represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS – COMMUNICATION WORKERS OF AMERICA

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended by and between Spirit Airlines, Inc., its successors or assigns (herein “the Company” or “Spirit”) and the Flight Attendants in service of Spirit Airlines, Inc., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS – COMMUNICATION WORKERS OF AMERICA (herein “the Association” or “AFA”).

WHEREAS, AFA and the Company agree that it is in the best interest of both parties to finance the position of Spirit Master Executive Council President in order to facilitate relations between AFA and the Company and provide services that benefit the working relationship.

THEREFORE, the parties agree to split equally the monthly Flight Pay Loss associated with the hours worked by the Spirit MEC President for the sole purpose of AFA related tasks. The Spirit MEC President shall provide the appropriate paperwork to the designated department within the Company.

The Agreement shall be effective upon signing by both parties and shall remain in full force and effect concurrent with the CBA.

FOR THE ASSOCIATION:

Patricia Friend
International President

Deborah Crowley
MEC President

FOR THE COMPANY:

Jeffrey Carlson
VP & Director of Operations
Deborah A. Crowley  
AFA MEC President  
37550 Stonegate  
Clinton Twp., MI 48036  

Subject: Letter of Understanding – Company Requested Leaves of Absence  

Dear Ms. Crowley:  

Due to a planned reduction in flying hours during the month of September 2007, which results in a temporary overage of flight attendants, a reduction in work force is necessary. The Company will offer Company Requested Leaves of Absence (aka PLOA) to the flight attendants in both DTW and FLL bases, based on a calendar month.  

The Company agrees to make a one-time, non-precedent setting offer to encourage flight attendants to pursue these leaves. For the month of September 2007, any flight attendant that agrees to take a PLOA will continue to accrue vacation, seniority and sick hours as if flight attendant was active. Non-revenue Travel privileges, including registered family members/dependents and buddy passes shall remain active.  

Please indicate that this Letter of Understanding accurately describes our understanding, by signing below.  

Respectfully Submitted,  

Jeff Carlson, VP Operations  
Spirit Airlines, Inc.  

**Anyone who applies for unemployment will not be denied by the Company. This is a mutual understanding between the Union and the Company and applies to those states that recognize work reduction (Michigan).
BEFORE THE SYSTEM BOARD OF ADJUSTMENT

******************************************************

IN THE MATTER OF ARBITRATION  OPINION AND AWARD

between

SPRIT AIRLINES, INC. 401(K) Grievance

and

ASSOCIATION OF FLIGHT ATTENDANTS

******************************************************

BOARD MEMBERS

Gil Vernon, Chairman
Dave Burgett, Company Member
Carmen Linn, Union Member

APPEARANCES:

On Behalf of the Company or Employer: Peter J. Petesch, Attorney - Ford & Harrison

On Behalf of the Union: Stephanie Lewis, Attorney - Association of Flight Attendants - CWA

I. ISSUE

The Board believes that the issues surrounding the grievance before the Board can be framed as follows:

(1) Is the grievance timely?

(2) If so, did the Company violate the collective bargaining agreement when it suspended the Company’s matching 401K contribution?
II. RELEVANT CONTRACT LANGUAGE

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 Savings 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 changes 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 22
GRIEVANCE PROCEDURE AND SYSTEM BOARD

**********

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.

**********

F. System Board of Adjustment

4. General

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, this 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.

III. BACKGROUND AND FACTS

The parties began negotiating their first Collective Bargaining Agreement (CBA or Agreement) in April of 2001. At that time and continuing until the effective date of this inaugural agreement, which was February 7, 2003, the terms and conditions of the flight attendants' (FAs) employment was determined by Company policy. One of the benefits set forth in Company policy was the opportunity for FAs to participate in a Section 401(k) plan (a well known part of the federal tax code which allows employees to divert part of their wages into investment vehicles on a tax deferred basis for purposes of retirement). The 401(k) plan also provided that the employer would match the employees’ contribution up to five percent of the employee’s wage. The plan also contained the following language:

IX C. Plan Amendment

Certain provisions of the Plan are subject to amendment by the Employer that may directly or indirectly modify certain Plan rights and benefits. Any amendment changing the vesting schedule cannot reduce the existing vested percentage of your account balance derived from Employer contributions. If you have three or more years of service with the Employer and the vesting schedule is amended then you will be given a choice to have the vested percentage of future Employer contributions made to your account computed under the new or the old vesting schedule. The Plan administrator will provide you with the appropriate information to make an informed decision if the Plan’s vesting schedule is amended.
D. Plan Termination

The Employer has no legal or contractual obligation to make annual contributions or to continue the Plan. With the approval of the Board of Directors, the Employer may at any time reduce or suspend its contributions, if applicable. In the event the Plan should terminate, the Plan Administrator will facilitate the distribution of account balances under the provisions of the Plan and Trust Agreement until all assets have been distributed by the Trustee. Each participant in the Plan upon Plan termination will automatically become 100% vested in your account balance. While the Employer intends to continue the Plan, it reserves the right to change or terminate the Plan at any time as circumstances may dictate.

The Union was, upon its request, given copies of the Plan before negotiations began.

As negotiations progressed, so did history (forever scarred by the events of September 11, 2001). Spirit Airlines, like all airlines, were faced with considerable business challenges. One of its responses, to these challenges, was to suspend matching employer contributions to employee 401(k) accounts. This suspension lasted from September 2001 to January 2002.

In December of 2002, the parties began negotiating over the benefits section of the agreement. One of the subjects discussed with the Company was the 401(k) benefit. Initially, the Union sought its own separate 401(k) plan distinguished from other employees. The pilots had succeeded in establishing a separate 401(k) plan with a matching feature up to 8%. However, the Company resisted the AFA’s efforts to establish a separate plan (which would require an additional plan creation and administrative expenses) on the basis that the expense would be hard to justify since FA participation in the existing plan was low.
Instead of a separate plan, on or about December 16, 2002, the Company proposed incorporating the existing benefit plan available to all employees (other than the pilots) into the Agreement. The proposal read as follows:

B. Retirement Savings Plan

Flight Attendants are eligible to join the Employee Retirement Savings Plan, a Section 401(k) defined contribution retirement plan. Terms and conditions of the plan will be no less favorable than that of the General Population. Minimum requirements to participate in this plan is twelve months of service, and twenty one (21) years of age. Contributions are subject to plan limitations.

Flight Attendant's contributions to the plan are vested immediately. Spirit's matching contributions are vested over six (6) years from the date of hire at the rate of twenty (20%) percent per year of service.

The AFA responded with the following proposal:

D. Retirement Savings Plan (401k)

a. Flight Attendants shall be eligible to participate in the Company's 401K plan after a one year waiting period. A Flight Attendant may enroll at the beginning of each month.

b. A Flight Attendant may contribute up to eighteen percent (18%) of eligible pay to the 401K plan. Salary deferrals shall be deposited in the 401K Plan as soon as deducted from the Flight Attendant's salary. Flight Attendant contributions are totally vested immediately.

c. The Company will match up to six (6) percent of salary deferral on a monthly basis. Effective January 1, 2004, this percentage will be seven (7) percent and effective January 1, 2005, it will increase to eight (8) percent. Matching contributions will be deposited in the 401K Plan account at the same time as the salary deferral. Company matching contributions are vested over six (6) years from date of hire at the rate of twenty (20%) percent per year of service.

d. There shall be a Flight Attendant representative on the 401K administrative committee

e. The terms of the current Plan may be improved, but shall not be diminished or discontinued except as required by law.

f. The Company will absorb all expenses of the Plan.
g. The Company will provide the Union copies of all documents pertaining to the 401K Plan, including but not limited to the annual report, form 5500, with all schedules, copies of all amendments and any restated 401K Plan documents.

The Company presented a counter proposal on December 30, 2002. It used the Union's language showing additions in bold faced type and deletions with line strike-outs. It read as follows:

**E.B. Retirement Savings Plan (401k)**

1. Flight Attendants shall be eligible to participate in the Company's 401K 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 amount provided for by law eighteen percent (18%) of eligible pay as soon as deducted from the Flight Attendant's salary. Salary deferrals shall be deposited in the 401(k) in a manner consistent with the plan document. 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. Effective January 1, 2004, this percentage will be seven (7) percent and effective January 1, 2005, it will increase to eight (8) percent. The matching benefit shall be no less favorable than that of the general population. In the event that a deposit is delayed the Company will notify the Flight Attendant Advisory Committee.

    Matching contributions shall be deposited in the 401(k) Plan account at the same time as the salary deferral. Company matching contributions are vested over six (6) years from company date of hire at the rate of twenty percent (20%) per year of service.

4. There shall be a Flight Attendant Representative on the 401K administrative Advisory Committee.
5. The terms of the current Plan may be improved, but shall not be diminished or discontinued except as required by law.

6. The Company will absorb all expenses of the Plan.

7. The Company shall provide the Union copies of all documents pertaining to the 401K 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.

The discussions that surrounded the Company’s proposal, at this point, are disputed to the point two different members of the respective bargaining teams have different notes in the margin of the Company’s proposal.

In any event, it is not disputed that the result was different language than had been in either proposal, which was, ultimately, adopted as the tentative, and later final, agreement of the parties, which is set forth in Section II of this Award.

The instant dispute arose subsequent to the Company’s decision (they say in the face of financial difficulties) in November 2005 to suspend matching contributions after the first December 2005 paycheck for all participants in the Company 401(k) plan. The Spirit MEC filed a grievance on December 27, 2005. The AFA legal department, in early January, filed a motion for a preliminary injunction in U.S. District Court (Southern District of Florida) contending the Company should be enjoined from suspending matching 401(k) contributions. The Company countered with a motion to dismiss. A hearing, on the motions, was held on March 16, 2006. It was revealed, during the hearing (for the first time to Union
counsel's knowledge) that a grievance had been filed protesting the Company's action. It was also revealed later that the grievance had eventually been withdrawn.

In any event, the Court ultimately denied injunctive relief and granted the motion to dismiss on the basis that the underlying issue concerning suspension of the matching contribution was not a major dispute subject to injunctive relief, but a minor dispute under the Railway Labor Act subject to arbitration; thus, depriving the Court of subject jurisdiction. There was, in the proceedings, some discussion of the contractual time limits for filing a new grievance to which, in this record, the parties attach different significance and draw different conclusions as to whether the instant grievance (filed after the Federal Court hearing) is properly before the Board.

The instant grievance was filed on March 19, 2006. The grievance read in relative part as follows:

Mailed/Delivered to: Patricia Willis, VP Labor Relations/Terri Murphy, Director of Labor Relations, Spirit Airlines, Inc., 2800 Executive Way, Miramar, FL 33025

Statement of Grievance:
Beginning in December, 2005 and continuing to present, the Company has failed to match the Flight Attendants contributions to the 401(k) plan and is in violation of Section 18.B.3.

Relief Sought (if Specified):
Cease and desist immediately. Retroactively match all 401(k) plans with interest, for all Flight Attendants affected and otherwise make the Flight Attendants whole for any loses (sic) incurred as a result of the Company's violation. And any other remedy deemed appropriate by the Association of Flight Attendants - CWA.
It is requested that copies of all correspondence relating to this grievance be sent to the grievant, the Union Officer/Designee, and to the AFA Legal Department as Listed Below. The grievant authorizes the Association of Flight Attendants, AFL-CIO to act as his/her representative in the disposition of this grievance.

Following a grievance meeting, the Company responded on July 7, 2006, with a letter to Deborah Crowley, AFA MEC Chairperson, as follows:

Subject: AFA Case No: 39-99-02-26-06

Dear Ms. Crowley:

I have been designated by Inflight Management in accordance with Section 22.B.1 of the collective bargaining agreement ("CBA") to issue a decision in the above-mentioned grievance.

A Step 1 Grievance Meeting was held on June 16, 2006, at which time the Company indicated the following:

1. The initial grievance in this matter filed on December 27, 2006 (AFA Case No: 39-99-02-85-05) was withdrawn with prejudice by yourself, in your capacity as AFA MEC Chairperson, on March 16, 2006.

2. The above-mentioned grievance addressing the same matter, filed on March 19, 2006, was not filed within thirty (30) days after the matter giving rise to the grievance occurred as required by Section 22.B.1.

For the reasons stated above, the grievance is denied.

Sincerely,
Patricia L. Willis, Esq.
VP of Employee Relations

The matter was then appealed to the System Board. A hearing was held February 7, 2007. Post hearing briefs were received on March 29, 2007.
IV. POSITION OF THE PARTIES (SUMMARY)

A. Timeliness

1. The Company

It is the position of the Company that the grievance before the System Board (dated March 19, 2006) is untimely and, therefore, there is no jurisdiction. The argument is rooted in the fact the Union made, at a high level, a tactical decision, during the “major dispute” litigation in federal court, not to keep that grievance alive. The Union even recognized, on the record, that it was too late to file a new grievance and asked the judge (without success) to order arbitration if the grievance was going to be considered a “minor dispute.” In short, the Company says the Union gambled and lost. The Union should now be ‘estopped’ from reversing field again and taking a contrary legal position that a new grievance is timely.

Even if the System Board were to ignore AFA’s express admission in federal court that a grievance is now untimely, the Company contends AFA cannot demonstrate that its March grievance over a late November or early December event falls within the contract’s 30-day time limit for filing claims. Additionally, the System Board should reject the Union’s argument that the grievance is timely because it is an “ongoing violation”. The grievance is based on one event and it is the Company’s position that the mounting consequences of an act will not bring a
time-barred action within the statute of limitations. The Company cites numerous cases in support of their view. The time to grieve the ‘death’ of the matching contribution was within 30 days of the decision and, because it was not, the System Board has no jurisdiction to entertain the merits of the claim.

2. **The Union**

   It is the position of the Union that it did not waive its right to grieve by filing a status quo violation under the Railway Labor Act. Indeed, there is, and should be, no punitive measures for seeking injunctive relief on the theory that the employer’s failure to bargain the cessation of matching 401(k) contributions constituted a “major dispute.”

   The court decided, in this case, it was a “minor dispute” and courts, in general, have held that, in seeking to resolve “minor disputes”, the parties must take their grievances to binding arbitration and each is free to act under its interpretation of the collective bargaining agreement until the arbitrator rules otherwise. In this regard, the Union cites 45 U.S.C. Section 184 (1982); ALPA v. Eastern, 863 F.2d @ 895).

   As for the withdrawal of the December 27, 2005, grievance, the Union says this was done verbally with nothing in writing. Thus, there is no evidence that the grievance, as the Company asserts, was withdrawn with prejudice. There is no bar against the filing of the grievance once the court determined the underlying issue
was a “minor dispute”. It is the Union’s view that the period that elapsed between the violation (December 2005) and the court disposition (March 2006) simply tolled any contractual time limits to file a System Board grievance.

B. The Merits

1. The Union

As to the meaning of the contract language, the Union contends Section 18.B.3., of the collective bargaining agreement, is clear and unequivocal. The presence of the word “shall” mandates that the Company provide a match equal to the flight attendants’ contribution “up to five percent”. The discretion whether to make a contribution lies with the flight attendant, not the Company. And, if a flight attendant makes a contribution, it must be matched by the Company (subject to the limit.) The Union relies on well established tenets of contract interpretation that hold: (1) in the absence of ambiguity, the negotiated language will be given its plain meaning, and; (2) that the use of the term “shall” connotes a non-discretionary obligation.

The history of the plan administration shows why the Union sought and received a mandatory match--the Company had previously suspended contributions. Accordingly, the term “shall” was deliberately selected in Section 18.B.3. to protect the flight attendants against the financial whims of the Company.
The use of the word “shall” negates the Company’s ill-fated argument that the plan language enables them to amend terms. The Company, according to the Union, ignores the fact that contract language, in a labor agreement, supersedes discretionary language in the plan document.

Another argument, advanced by the Union, concerns the bargaining history which they contend supports their position in that the intent of the parties was to provide a non-discretionary 401(k) match up to five percent. This bargaining history merely cements the clear meaning of the language.

The testimony of two members of the bargaining committee (the chief spokesperson and the primary note taker) is reliable and credible. The notes, and the note taker’s recollection, reflect that the Company’s chief negotiator said that the Company would not diminish the 401(k) plan “in any aspect.” This was reinforced in the mandatory language by the Union’s well experienced negotiator.

The Union believes the absence, at the arbitration hearing, of any of the Company’s negotiators is glaring and should be considered by the System Board when analyzing the intent of the parties and credibility of witnesses. In short, there was no Company representative present to dispute the Union’s recollection of the bargaining history. There is also no support for the Company’s contention of the deletion of the proposal, which said “the terms of the current plan may be improved but shall not be diminished or discontinued except as required by law.”
This also flies in the face of logic and common sense that a professional Union negotiator and his/her committee would agree to include language that affords no additional benefit than was currently offered.

The Union also responds to the Company’s argument that the words “up to” provide it discretion to contribute nothing. On the contrary, the Union says that when reading the sentence in its entirety and in context of the agreement as a whole, it is quite clear that the Company’s obligation to match was solely dependent on the flight attendants’ decision to contribute. Simply, the phrase “up to” was drafted to allow the flight attendant discretion to determine the amount to contribute. If, in negotiating, the term “may” had been used in the contract, it would have allowed the Company to choose whether contributions to the 401(k) plan would be optional. However, the proposals confirm that the Company elected to insert the word “shall”, making the obligation to match mandatory.

The last Union argument relates to the fact there is no language in either the plan document or ERISA that prohibits the Company from retroactively or prospectively reinstating the matching contribution. This relates to the contention, at the arbitration hearing (one not advanced in the court pleadings), that the plan or ERISA would prohibit reinstating the Company match. No citation from the plan or the law was made to support this assertion. On the contrary, the relevant sections of the tax code do not require that all plan participants be treated equally.
Rather, the tax code provides that such variation that may exist among plan participants be limited so as not to discriminate, beyond defined limits, in favor of highly compensated employees. This is particularly true when some participants are covered under a collective bargaining agreement, a situation contemplated in the tax law. The Company’s witness, on this point, was selective in her memory, in this regard, and on the amount of money (the Union says thousands) saved by the Company. This is not an insignificant amount especially considering the 401(k) plan is the only monetary retirement vehicle available to Spirit flight attendants.

2. The Company

It is the position of the Company that the Union has failed in its burden to prove that its contract bars diminishment of 401(k) benefits because the burden falls on the Union to prove that the Company violated the agreement. If, as the Union says, it made it a priority to guarantee that its members’ rights to 401(k) matching contributions were set in stone at a level certain, the Company suggests the Union would have negotiated language to provide for a “minimum of” or “not less than” a certain contribution amount. The Union also might have negotiated language providing that current benefits could not be diminished and that it would avoid language tying members to other plan participants, particularly if the existing plan allowed benefits to be diminished or eliminated.
However, none of this happened. Instead, the AFA "hitched" itself to the fortunes and misfortunes of all other plan participants and non-pilot employee groups after AFA was unable or unwilling to obtain a separate 401(k) plan in collective bargaining. Its contract simply ensured participation in Spirit's plan, with a match of "up to 5 percent" of salary deferrals, on terms "no less favorable than any other employee group other than the pilots." Efforts to freeze this benefit at a set level failed when Spirit rejected AFA's proposal that then-existing 401(k) benefits "shall not be diminished or discontinued." It is argued, therefore, the contract and the plan allowed Spirit to reduce or suspend the match if all plan participants were treated equally.

The Company, in part, relies on the applicable dictionary definition of "up to" which is "as many as," "to the limit of," "as far as a specified" amount, or "a limit." The contract does not obligate Spirit to make matching contributions at all so long as Spirit does not do so for other employee groups (except pilots, who have a separate plan.) Unlike other sections of the contract, such as the sections on pay and per diem, which provide that Spirit shall pay "X", Section 18.B.3. says the Company contribution will be "up to" five percent. Additionally, this Section 18.B.3. does not provide as it does in Section 18.D. (tuition reimbursement) and Section 18.G. (travel benefits) that the benefit will "not be diminished".
The Company posits that if the final contract had stated that Spirit “shall match no less than five percent of the flight attendant’s salary deferral” or a “minimum of five percent” and did not tie flight attendants to the benefits provided to other Spirit employees covered under the same 401(k) plan, or adopt the plan itself (which expressly allows Spirit to cease or reduce matching contributions), AFA may have had a more compelling argument.

However, the plain meaning of this language, consistent with Spirit’s bargaining notes is that the match can be less than or equal to five percent, so long as it is no less than the match provided to other non-pilot employee groups.

Beyond the plain language, the Company argues that, under the Company vice president’s testimony (given in the federal litigation), the Company rejected the Union’s “shall not diminish” language. The vice president testified, unequivocally, that Spirit did not and would not agree to limit its ability to diminish any aspect of the 401(k) benefit, whereas it was willing to give in on not diminishing benefits carrying less of an economic impact. This position was also articulated at the bargaining table whereas the Union’s negotiator did not testify that she articulated to the Company her tortured view that deletion of the “shall not diminish” language applied to other aspects of the plan, but not the matching provision. Moreover, the Union could not refute the vice president’s testimony and could only (unsuccessfully) attack on her credibility on a tangential point.
The Union also relies on the notes of one of its bargaining team members that ascribed to a statement to the Company's former director of labor relations that he agreed not to diminish matching benefits. Not only were these notes newly revealed, they run contrary to the fact the written proposal, to this effect, was rejected and not included in the matching section; whereas it did adopt "shall not diminish" language for other benefits, such as tuition reimbursement and travel benefits. These notes also run contrary to the Company's vice president's notes that he had written the word "no" next to the proposal for "no diminishment" language in the Union's proposal. Moreover, the statement, in the Union's notes, mentions nothing specific to matching in the Company's alleged statements--just the 401(k) benefit as a whole.

Since the alleged statement never made it into the contract, it is, at best, ambiguous. It could have meant a number of things far less than a strict contractual commitment, such as an optimistic hope that benefits would not have to be again suspended or diminished or even that the Company wouldn't cut benefits to flight attendants without diminishing benefits for others in the plan. The note taker's reliance on the effect of her notation is inconsistent with the testimony of the Union's chief negotiator that the "shall not diminish" language somehow had no bearing on the 401(k) match.
Last, the Company contends the Union’s position should be rejected because restoring the flight attendants’ match will either force Spirit to establish a new 401(k) plan not obtained in collective bargaining, or restore over $1.5 million in annual matches for all plan participants. This is based on the testimony of Spirit’s director of benefits and compensation who testified the plan does not allow matching contributions to be made for one employee group under the plan, but not others. To restore the match to the flight attendants participating in the plan, Spirit would either have to create a separate 401(k) plan for flight attendants or restore matching for every employee participating in the plan. This amount would exceed $1.5 million per year. Thus, the Union, in this sense and in this proceeding, is trying to obtain exactly what Spirit rejected (and AFA gave up on) in negotiations.

V. OPINION AND DISCUSSION

A. Timeliness

Regarding the timeliness issue, the record presents an extremely unique set of circumstances. The Arbitrator understands the Company’s argument that the underlying issue was based on a single Company decision in December of 2005 and that, in their opinion, it matters not for time limit purposes that there are continuing consequences. Indeed, this can sometimes be said, with certainty, in appropriate circumstances. However, the mechanics of the 401(k) plan have a
repetitive nature and the Company’s obligation to make matching contributions to a flight attendant’s 401(k) account could come into question by some flight attendants long after December 2005, when the Company decided to suspend matching contributions for currently enrolled employees.

Important, in this regard, is the fact that the plan wasn’t terminated (and no issue as to the permissibility of that is advanced or addressed in this record). Instead, the plan continued beyond December 2005. Flight attendants enrolled, at the time, could still make, increase, decrease, quit or re-start deferring compensation. And, for each month she or he made such a personal contribution, the Company could be argued to have a new obligation to match (and later deposit the funds) since the system is set up monthly. More importantly, a flight attendant who was not enrolled in December 2005 could enroll later. Thus, she or he wasn’t affected, at the time of the Company’s decision, but would be affected the first month after the Company failed to match the personal contribution.

Nothing in Section 22 would preclude such a flight attendant from seeking a review of that decision and remedy (if justified). That other individuals might be too late to piggyback on such a grievance for remedial purposes does not necessarily preclude a review under the language of Section 22 of the merits of the Company’s contractual or non-contractual authority to deny a match. Section 22.B. provides an avenue for individual flight attendants to seek recourse of non-
disciplinary issues. While a grievance should be filed within 30 days of the event, a flight attendant, not enrolled in December 2005, could hardly be affected until enrolled.

Of course, we don’t have these facts before us. However, the point is that there is not an absolute bar against grievances on the merits tolled on the Company’s December 2005 decision. More importantly, this view of Article 22.B.1., coupled with an extremely unique set of circumstances involving the major vs. minor dispute, makes it too difficult for the Board’s majority (on this point) to say with positive assurance that the contract deprives this System Board of jurisdiction. Section 22.F. indicates we are established “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.” Without doubt, if this extensive record and the federal court records prove anything, it is that there is a dispute over the interpretation of this agreement and this was not changed by the gambits before Judge Altonaga. Additionally, Section 22.F.4.b. says:

“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.”
So, the contract, in the Board’s opinion, does not affirmatively, in any explicit or implicit way, preclude us from looking at the merits of the parties disputed application and interpretation of Article 18.

B. The Merits

The System Board agrees with the Union to the extent of saying, as a broad and general matter, that if the collective bargaining agreement clearly requires a certain employee contribution or confers a certain benefit under a Company benefit plan that contractual commitment controls, for collective bargaining purposes, any discretion that might be carved out for the Company in the plan document.

We also agree that if the Company has discretion to suspend the matching contribution, it does not flow from the phrase “up to”. This phrase is merely a vehicle to capture and cap the variable nature of the employee contributions. It links the Company’s contribution to the employee’s contribution, which is subject to individual employee choice, whether it be 1, 2, 3, 4 or 5 percent of salary. In fact, the employees can contribute up to the lesser of 60% of eligible compensation or $11,000. The Company match must correspond with the employee’s chosen contribution up to 5 percent. The phrase “up to” is simply a cap on the variable contribution and is no more complex than that.
The Union’s case, when it is all boiled down, is principally that the first sentence of Section 18.B.3. is clear and unambiguous in that it states, in mandatory terms, that the Company “shall match” (subject to the maximum of 5 percent) the employees’ contribution. It is hard to argue with this as far as it goes. But, it doesn’t go far enough. This sentence, while significant in the overall meaning of Section 18, the parties can’t be read in isolation or out of context of all of Section 18.B.3. or even Section 18.B. or even Section 18, generally. At each of these levels, there is more doubt cast on the Union’s interpretation. And, as one steps back and pauses at more distance points of perspective, including going behind the language to the bargaining history, a different picture, consistent with the Company’s discretion, comes into focus. The Union’s interpretation of Section 18.B.3. as a guarantee of a Company contribution can not, ultimately, be sustained.

Even the second sentence of Section 18.B.3. casts doubt on the alleged absolute nature of the Company’s contribution. The following sentence introduces some relativity to the question, suggesting that the determination of the sufficiency of Company’s contribution is whether it is not only as much as for other groups, but whether it is as little:

“The matching benefit shall be no less favorable than any other employer group other than the pilots.”
It can plausibly be argued (as plausibly as it is argued by the Union that the first sentence is strictly mandatory) that what follows the no-less-than language modifies which precedes it. This view suggests that the ultimate question is factual and that is: “are the flight attendants receiving a matching contribution less than other groups (other than pilots?)” The answer is “no.”

If the tipping-away from the Union’s interpretation towards the Company’s, caused by the second sentence of Section 18.B.3., isn’t convincing enough, the rest of Section 18, particularly D and G is. Section 18.D. extends the benefits of another Company plan to tuition reimbursement to flight attendants. Significantly, it cements that this benefit, even though extended by the Company’s plan, by clear language that says it “shall not be diminished.” The same is true for travel benefits.

So, the parties knew how to convert benefits extended by discretionary policy to contractual guarantees. Yet, it did not use the same language to secure a guarantee for a matching contribution.

The Union suggests that the mandatory nature of the phrase “shall match” made “do not diminish language” unnecessary. This argument is undermined by the fact, however, the Union’s proposals (Union’s exhibit 4) contained both mandatory match language (albeit “will” rather than “shall”—a distinction without a difference in this case) and non-diminishment language. So, this belies the
notion that the non-diminishment language was withdrawn or became superfluous when the word or mandatory nature of the word "shall" showed up. This leaves the more important point that bargaining proposals aren't usually dropped, in wholesale fashion, without some significance.

The significance of this is starkly supported by the aforementioned fact that the parties kept non-diminishment language in the other benefit sections. A more minor point is that the parties' own behavior contradicts the idea that the non-diminishment language was dropped from the 401(k) section because "shall" made it redundant. Even though the preamble contained over reaching no-less favorable language, the parties repeated it in Sections A, B, C, F and G. So, redundancy is no meaningful hurdle in believing that there may have been substantive purpose in deleting the non-diminishment language in Section 18.B.

There is also the notion that there would be no purpose to agree to a 401(k) provision if the match was discretionary. However, 401(k) provisions are still a meaningful benefit, without a match, because it activates the opportunity, under the tax code, for an employee to shelter earnings from current income tax. So, this is one of a number of reasons that explain why the Union might agree to a 401(k) even without a mandatory matching contribution.

The remaining facet of evidence concerns parole evidence from Union negotiators, including the margin notes taken by a member of the Union's
bargaining team. The System Board does not question, in the least, the credibility of this witness that her notes reflect her impression and sincere belief of what was said at the time. However, standing alone, this is insufficient to counter competing evidence that shows there was no agreement that the Company could not suspend the 401(k) match.

First, the note taker’s testimony was not supported by the Union’s chief negotiator. Certainly, it wasn’t contradicted, but the chief negotiator (TR 98) acknowledges that the non-diminishment language was in the Union’s proposal and that it was stricken and didn’t get into the agreement. She also stopped short of fully corroborating the note taker’s recollection since her recollection wasn’t complete. She testified in part “...and when we didn’t get it into the agreement--I mean it was discussed, apparently, at the table. I don’t really totally recall the discussion....”

It is fair to point out that while the chief negotiator didn’t totally recall the discussion, she did say that, in her mind, she believed that the non-diminishment language did not relate to a basic feature such as a matching contribution, but, instead, it was a catch all for features or details such as interest rates and loan provisions. So, the Union argues, based on this, that the deletion of the non-diminishment language did not affect the match.
The System Board respectfully disagrees. The deletion of the "non diminishment" language was significant. There is no support, in the record, that it related to only some aspects of the plan. Objectively, the System Board finds more persuasive the view, from witnesses from both sides of the table, that the Union, in its initial proposals, sought a guarantee for the matching contribution and that guarantee was in the form of the non-diminishment language. The mandatory words "shall match" standing alone does not necessarily mean the contribution isn’t modified by subsequent language making it discretionary. For example, even the plan document reads, must be read as a whole. Section III.C. states that the "....employer will make non-discretionary matching contributions...." However, the seeming mandatory sense of this trumped later in the plan document. See Section 1X. D. and E.

Objectively speaking, the Union sought a matching contribution guarantee in the form of non-diminishment language and that language did not make it into the agreement and was not replaced or supplanted by other or different proposals toward this end. The System Board accepts that the Union sought more than mere employee participation in the plan. However, as to the point in dispute, whether they achieved a guarantee of matching contributions in the end, in this case, it is the words on the paper not hope in the heart that determines what binds the Company.
AWARD

(1) The grievance is arbitrable.

(2) There was no contract violation when matching 401(k) contributions were suspended.

Gif Vernon, Chairman

Dave Burgett, Company Member

Carmen Linn, Union Member

Dated this 2nd day of October, 2007.
SETTLEMENT AGREEMENT
RE: AFA GRIEVANCE #39-99-02-45-07 (DELAY NOTIFICATION)

The Association of Flight Attendants-CWA and Spirit Airlines, Inc. agree to settle the above-referenced grievance as follows:

1. Due to Crew Scheduling's failure to provide positive proof that it was not notified of the maintenance delay prior to the crew's departure from the hotel, the Company will pay the crew of pairing F3492 two hours of pay at straight time pursuant to the Delay Notification Letter of Agreement regarding Section 7.G.3 of the Collective Bargaining Agreement. The Company will henceforth provide positive proof of the Company's actions in compliance with the aforementioned Letter of Agreement.

2. Crew Scheduling will henceforth provide documentation whenever attempts are made to make positive contact pursuant to the aforementioned Letter of Agreement.

3. AFA will withdraw the above-referenced grievance with prejudice.

For Spirit Airlines

[Signature]

James Monahan
Senior Director of Crew Resources

Date: 1/89/08

For the Association of Flight Attendants

[Signature]

Deborah A. Crowley
MEC President

Date: __________
LETTER OF AGREEMENT  

between  
SPIRIT AIRLINES, INC.  
and  
THE FLIGHT ATTENDANTS  
in the service of  
SPIRIT AIRLINES, INC.  
as represented by  
ASSOCIATION OF FLIGHT ATTENDANTS  

DTW BASE REDUCTION  

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between SPIRIT AIRLINES, INC., its successors or assigns (hereinafter "the Company" or "Spirit") and the Flight Attendants in the service of Spirit Airlines, Inc. as represented by the ASSOCIATION OF FLIGHT ATTENDANTS (hereinafter "the Association" or "AFA").

WHEREAS, there will be a reduction in size of the Detroit Flight Attendant Base in 2008; and

THEREFORE, the parties agree to the following provisions for the 2008 DTW Base Reduction:

I. DTW Furlough in Lieu of Displacement

A. Before DTW flight attendants are involuntarily displaced in 2008, the Company will post furloughs in lieu of displacement for bid. Such posting will include the effective date and duration of the DTW furlough in lieu of displacement. The duration of a DTW furlough in lieu of displacement will be for a period of two (2) years.

B. DTW furloughs in lieu of displacement will be awarded to DTW-based Flight Attendants in order of base seniority. DTW furloughs in lieu of displacement will be administered on the same basis as an involuntary furlough (notice, furlough letter, etc.) in accordance with Section 16 (Furlough and Recall) of the Basic Collective Bargaining Agreement. At the time of furlough in
lieu of displacement, a Flight Attendant must provide proper contact information to the Inflight Department.

C. A Flight Attendant will retain and accrue company seniority and bid seniority during the two year DTW furlough in lieu of displacement period. A Flight Attendant will retain and accrue longevity for the first 90 days of the DTW furlough in lieu of displacement period and will retain longevity thereafter.

D. A Flight Attendant on a DTW furlough in lieu of displacement period will be eligible to return to active duty prior to the expiration of such period, to fill a vacancy. If a Flight Attendant who is given the opportunity to return from furlough in lieu of displacement prior to the expiration of such period does not elect to return, the Company will place another Flight Attendant in this position. The Flight Attendant who elected not to return from DTW furlough in lieu of displacement shall not have the right to displace any Flight Attendant who has then taken such position.

E. After the expiration of the two (2) year DTW furlough in lieu of displacement period, a Flight Attendant on DTW furlough in lieu of displacement will be treated as being on involuntary furlough and will be recalled in accordance with Section 16.C. of the Collective Bargaining Agreement.

F. Spirit will not contest any lawful unemployment claims filed by a Flight Attendant on a DTW voluntary furlough.

G. A Flight Attendant on a DTW furlough in lieu of displacement will receive passes as if they were an active Flight Attendant for the duration of the two year DTW furlough in lieu of displacement period.

H. If involuntary displacements occur in any other Flight Attendant base as a result of the DTW involuntary displacement, Flight Attendants so displaced shall be eligible for the furlough in lieu of displacement program contained herein.

II. Early Out Program

All Flight Attendants will be offered an Early Out program in 2008 in accordance with the following:

A. Flight Attendants with five (5) or more years of seniority will be eligible to bid for the Early Out. The Early Out will be awarded in order of system seniority to a minimum of fifty (50) Flight Attendants.

B. A Flight Attendant awarded an Early Out will be eligible for free pass/transportation privileges for the Flight Attendant and spouse/significant other with the same boarding priority as retiree, pursuant to Company policy, as follows:

1. A Flight Attendant with at least five (5) years but less than ten (10) years of seniority will receive pass/transportation privileges for five (5) years, and

2. A Flight Attendant with at least ten (10) years of seniority will receive lifetime pass/transportation privileges.
C. Once the Early Out has been awarded, the Company will determine and post available
departure dates. The bid for departure dates will be awarded at each base by system seniority as
stuffing permits. The Early Out Program will terminate with the August 2008 flying month.

III. Election Forms Deadline
The following Election Forms will be available in 2008: System Position Bid Preference Listing
Form, Voluntary Base Transfer Form, Furlough in Lieu of Displacement Form and Early Out
Program Form. Flight Attendants electing any of the options detailed herein will be required to
fill out and return the relevant election forms to the Company no later than February 9, 2008 for
April consideration and such awards will be posted no later than February 15, 2008. Further
deadlines will be announced by the Company.

This Letter of Agreement shall be effective on the date of signing by both parties and
shall terminate on the expiration of the last DTW furlough in lieu of displacement. The Company
will provide the MEC Chairperson with thirty (30) days notice prior to the termination of this
Agreement. All contractual provisions not specifically addressed in this Letter of Agreement
shall remain in full force and effect at all times.

FOR SPIRIT AIRLINES, INC.

B. Ben Baldanza
Chief Executive Officer

Jeffrey Daigle
VP, Flight Operations

FOR THE ASSOCIATION OF FLIGHT ATTENDANTS

Patricia Friend
International President

Deborah Crowley
MEC President

__________________________
Date

__________________________
Date

__________________________
Date
March 5, 2008

Deborah Crowley
AFA MEC President
37550 Stonegate Circle
Clinton Township, MI 48036

RE: Resolution of AFA grievance number 39-99-02-05-07

In resolution of AFA grievance number 39-99-02-05-07, Spirit Airlines, Inc. (hereinafter “Spirit”) and the Association of Flight Attendants (hereinafter Association) agree to the following:

1. Sections 8.M and 8.N of the contract are inconsistent. Due to this inconsistency, grievance number 39-99-02-05-07 is hereby granted in that Flight Attendants in Time Recoverable Status, going forward, will be treated in accordance with Section 8.M with respect to open time and order of assignment.

2. Flight Attendants will be paid at a rate of 150% for the trip described in the grievance (trip D3566 on January 26, 2007).

IN WITNESS WHEREOF, the Parties have executed this Agreement this 6th day of March, 2008.

For Spirit Airlines, Inc.: For the Association of Flight Attendants, AFL-CIO:

Jeffrey Carlson
Vice-President – Flight Operations

Deborah Crowley
MEC President
LETTER OF AGREEMENT
between
SPIRIT AIRLINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
SPIRIT AIRLINES, INC.
as represented by
ASSOCIATION OF FLIGHT ATTENDANTS-CWA

Suspension of Negotiations

LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between SPIRIT AIRLINES, INC., its successors or assigns (hereinafter “the Company” or “Spirit”) and the Flight Attendants in the service of Spirit Airlines, Inc. as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA (hereinafter “the Union” or “AFA”).

1. Electronic Standing Bid

Section 15 will be amended as follows:

A.3. A Flight Attendant desiring to transfer to a different base must submit an electronic standing 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. A standing bid will remain active until changed by the Flight Attendant. A Flight Attendant may change her/his standing bid at any time during the month.

A.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.


A.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 Senior Director Vice President of Inflight or her designee. Transfer awards shall be posted at each base.

E.9. A Flight Attendant who is being displaced will bid using the standing bid system as provided in A. above.

2. Leave in Lieu of Displacement/Furlough
A. Before Flight Attendants are involuntarily displaced/furloughed in 2008, the Company will post leaves in lieu of displacement/furlough for bid. Such posting will include the effective date and duration of the leave in lieu of displacement/furlough. The duration will be for a period of two (2) years.

B. Leaves in lieu of displacement/furlough will be awarded in system seniority and will be administered on the same basis as involuntary furlough (notice, furlough letters, etc.) in accordance with Section 16 of the Basic Collective Bargaining Agreement. At the time of leaves in lieu of displacement/furlough, a Flight Attendant must provide proper contact information to the Inflight Department.

C. A Flight Attendant will retain and accrue company seniority and bid seniority during the two year leave in lieu of displacement/furlough period. A Flight Attendant will retain and accrue longevity for the first ninety (90) days of the leave in lieu of furlough, after which time she/he will retain longevity.

D. A Flight Attendant on a leave in lieu of displacement/furlough will be eligible to return to active duty prior to the expiration of such period to fill a vacancy. A Flight Attendant may return from a leave in lieu of furlough/displacement at any time during the leave to fill any vacancy, seniority permitting. The company may require a Flight Attendant to return from a leave in lieu of displacement/furlough once all involuntarily furloughed Flight Attendants have been recalled. A Flight Attendant who wishes to return from a leave in lieu of furlough/displacement must submit a transfer request that will be handled manually by the Company pursuant to Section 15. Should not enough Flight Attendants request a voluntary return from a leave in lieu of furlough/displacement, the Company may force recall in inverse seniority order.

E. After the expiration of the two (2) year leave in lieu of displacement/furlough period, a Flight Attendant will be treated as being on an involuntary furlough and will be recalled in accordance with Section 16.C. of the CBA.

F. The Company will not contest any lawful unemployment claims filed by a Flight Attendant on a leave in lieu of displacement/furlough.

G. A Flight Attendant on a leave in lieu of displacement/furlough will receive passes as if she/he were an active Flight Attendant for the duration of the two year leave period.

H. A Flight Attendant who would otherwise be involuntarily furloughed will not be eligible to take a leave in lieu of displacement/furlough.

3. Computer Access

All Flight Attendants who are on the system seniority list will have on-site domicile and remote access to RASPIRIT.com.

4. Early Out Program

All Flight Attendants will be offered an Early Out Program in 2008 in accordance with the following:

A. A minimum of fifty (50) Early Out positions will be offered. Early Out positions will be awarded in system seniority.
B. Flight Attendants with five (5) or more years of seniority as of December 1, 2008 will be eligible to bid for the Early Out.

C. A Flight Attendant awarded an Early Out will be eligible for free pass/transportation privileges for the Flight Attendant and spouse/significant other with the same boarding priority as retirees, pursuant to Company policy as follows:
   a. A Flight Attendant who would have had at least five (5) years but less than ten (10) years of seniority as of December 1, 2008 will receive pass/transportation privileges for five (5) years; and
   b. A Flight Attendant who would have had at least ten (10) years of seniority as of December 1, 2008 will receive lifetime pass/transportation privileges.

5. Compressed Bidding Timeline

Section 8.G.3.-10. will be amended as follows:

3. Initial Bid Awards will be published by 1800L six (6) 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-four (64) hours after the closing of the Contest period. All trips dropped due to any conflicts shall be dropped from the Initial Schedule into Open Time.

6. Where the Company dropped trips during Transition from a Flight Attendant's initially awarded bidline, the Flight Attendant shall be advised 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 1000 0699 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. Initial Open Time and move-up lines will be published twenty-four (24) forty-eight (48) hours after the Final Bid Awards are published.

6. Electronic Training

New 3.P.6. A Flight Attendant will receive four (4) hours of pay and credit for completing non-home study recurrent training outside of the classroom.

7. Suspension of Negotiations

Negotiations will be suspended until January 2009.
FOR SPIRIT AIRLINES, INC.:

B. Ben Baldanza
Chief Executive Officer

Jeffrey Carlson
VP, Flight Operations

FOR THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA:

Patricia Friend
International President

Deborah Crowley
MEC President

Beth DeProspero
AFA Senior Staff Negotiator
July 1, 2008

John Tovey
AFA MEC President
130 NW 27 St.
Pompano Beach, FL 33064


In resolution of AFA grievance numbers 39-99-02-36-07 and 39-99-03-39-07, Spirit Airlines, Inc. (hereinafter “Spirit”) and the Association of Flight Attendants (hereinafter AFA) agree to the following:

1. It is and has always been Spirit’s policy that all non-employees must pay applicable pet fees when traveling with pets. Spirit will agree to pay $75 on a one time only, non-precedent setting basis in resolution of grievance number 39-99-03-39-07.

2. All Spirit employees, their spouses/significant others and buddy pass riders traveling on a non-revenue/space available basis on Spirit’s aircraft must pay for all baggage checked on the aircraft at regular rates and subject to regular restrictions (including but not limited to overweight, extra-sized etc.) pursuant to company policy in effect from time to time, provided that if there is space available, Spirit will allow Flight Attendants, their spouses/significant others and dependents who are listed on their Spirit travel form to each check one standard size bag (Spirit’s policy in effect from time to time will govern the maximum dimensions, weight, charges and other characteristics of a “standard size bag”) free of charge while traveling non-revenue. All regular restrictions (such as overweight, extra-sized etc.) will apply to this free checked standard sized bag. Buddy pass riders are NOT permitted to check any baggage free of charge. All Flight Attendants must continue to pay for all other baggage charges including non-standard size baggage charges such as those for bicycles and surf boards and all normal restrictions apply pursuant to Company policy in effect from time to time.


4. Spirit and AFA will each pay 50% of the costs of cancelling the arbitration scheduled for July 10, 2008 to hear the matters which are the subject of grievance numbers 39-99-02-36-07 and 39-99-03-39-07.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this ___th day of July, 2008.

For Spirit Airlines, Inc.:  
Jeffrey Carlson  
VP, Flight Operations

For the Association of Flight Attendants, AFL-CIO:  
John Tovey  
MEC President
SETTLEMENT AGREEMENT
RE: AFA GRIEVANCE NUMBER 39-78-02-71-07 (Return to Base)

Spirit Airlines, Inc. (hereinafter "The Company") and the Association of Flight Attendants-CWA (hereinafter "AFA") agree to settle the above-referenced grievance as follows:


2. The Company has already paid all Flight Attendants mentioned in the above referenced grievance and provided day off restorations to them on a non-precedent setting, non-referable basis.

For Spirit Airlines, Inc.

[Signature]

Susan M. Manfredi
Sr. Director, Inflight
Date: 18February 2009

For the Association of Flight Attendants -CWA

[Signature]

Deborah Crowley
MEC President
Date: 2/18/09
VIA FAX (954)447-7854 and U.S. MAIL

February 25, 2009

Meisha Smith, Esquire
Director & Legal Counsel
Spirit Airlines, Inc.
2800 Executive Way
Miramar, Florida 33025

Re: Spirit Airlines, Inc. and Association of Flight Attendants-CWA
Grievance No. AFA Case No. 39-99-02-64-07 (Open Vacation Slots)

Dear Meisha:

Per our discussion during mediation last week, AFA and the company agreed to the following terms to resolve the above referenced grievance:

- Spirit Airlines will cease and desist from not publishing vacation slots that become available under Section 11.D.1.a.d, specifically when a flight attendant’s employment has been terminated;
- The company will monitor monthly the availability of vacation while she occupies an interim position with the company and retains a seniority vacation slot;
- The company will check and verify the list of terminated flight attendants provided to them to determine if vacation slots were posted on a historical basis.

We will look forward to discussing the status of these terms at our upcoming mediation sessions in March and April. Thank you in advance for your cooperation.

Regards,

Stephani Lewis
Sr. Staff Attorney, AFA

cc: Deb Crowley
Carmen Linn
Tommy Rainer
SETTLEMENT AGREEMENT
by and between
SPIRIT AIRLINES, INC.
and the
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

AFA Grievance #’s 39-99-02-35-07 and 39-99-02-07-08 (Uniform issues)

Spirit Airlines (hereinafter the “Company”) and the Association of Flight Attendants-CWA, AFL-CIO (hereinafter the “Union”) have met and agree to resolve the above-referenced grievance as follows:

1. The Flight Attendant uniform consists of both the dark blue and black uniform pieces presently available through H&H and Flight Attendants may wear either dark blue or black uniform pieces and may also mix and match these pieces.

2. Flight Attendants may use their uniform credits to purchase the dark blue or black uniform pieces from authorized Spirit vendors.

3. Only white Shirts/blouses (both short and long sleeve) will be available for purchase through authorized Spirit vendors.

4. Aviator shirts and epaulettes are no longer available for purchase but may be worn if already purchased.

5. The trench coat is an optional uniform item and can only be purchased through authorized Spirit vendors.

6. Flight attendants who did not purchase initial uniforms will be given a specific deadline date by which to purchase such uniforms and will qualify for a payroll deduction repayment as outlined in Section 5.F.1. The specific deadline date will be announced by the Company within one week of the signing of this agreement.

7. The Company will inform the union within 2 weeks of the signing of the agreement of the date on which the uniform credits will be released. The release of credits will be no later than 30 days of the signing of the agreement.

8. Flight Attendants presently on Leave in Lieu of Furlough will be required to be in compliance with these uniform standards upon their return to work. Uniform credits for these Flight Attendants will be released upon their return to work.

9. In consideration for this settlement, the Association agrees to withdraw the above-referenced grievance, with prejudice.

10. It is understood that this settlement is entered on a non-precedent setting, non-referral, confidential basis. This settlement is not to be construed as an
admission by Spirit Airlines of any fault or wrongdoing and any such finding is expressly denied.

11. This settlement does not constitute evidence of the interpretation of any past, present or future collective bargaining agreement and it may not be offered as evidence in any past, present or future grievance or other legal proceeding except in an action to enforce the terms of this agreement.

12. This Agreement constitutes full and final settlement of this Grievance. This Agreement shall not be the subject of any grievance or cause of action against the Union, the Company, and/or their officers, employees or agents, except to enforce the terms of this Agreement.

13. It is understood that this settlement resolves all outstanding issues arising from the above-referenced grievance.

14. Any failure of any party on one or more occasions to enforce or require the strict keeping and performance of any of the terms and conditions of this Agreement shall not constitute a waiver of such terms and conditions of this Agreement, shall not constitute a waiver of such term or condition at any future time, and shall not prevent any party from insisting on the strict keeping and performance of such terms and conditions at a later time.

AGREED:

For Spirit Airlines, Inc.

Susan M. Manfredi
Sr. Director, Inflight

Date: 5/7/09

For the Association of Flight Attendants-CWA, AFL-CIO

Deborah Crowley
MEC President

Date: 5/7/09
With reference to grievance # 39-99-02-62-07 (Travel Privileges – First Come, First Served), the parties hereby agree to the following:

There is no dispute that, pursuant to the parties’ collective bargaining agreement, non-revenue boarding should be accomplished by an employee’s seniority date within the appropriate SA group. In light of the necessity to adapt and harmonize the Company’s current Blue Skies (Navitaire), DCS and HR computer programs to accommodate this requirement, the following procedures will be implemented on an interim basis:

- The current policy of boarding non-rev employees in the order in which they placed themselves on the standby list within their SA group (no more than seven days before the flight) will continue. It is understood that this list is computer-generated and the order of placement cannot be altered manually. It is further understood that the names of employees who have listed themselves do not appear on the gate agent’s standby list until the employee has checked in at the airport. As employees check in, their names are inserted by the computer into the gate agent’s list by SA group in the order in which they initially listed themselves. Once revenue boarding is completed, non-revenue passengers will be boarded according to Space Available (SA) priority groupings. If and when group SA4 is reached, employees and their dependents will be boarded strictly in accordance with the order appearing on the computer-generated list. To ensure that all gate agents know and follow this procedure, the Company shall, within 10 days of the date of this agreement, issue the following Must Read Memo to all CSAs:

  “Non-revenue passengers are boarded after check-in based on the time of booking within their space available classifications. Agents must ensure that this requirement is observed. Please note that Spirit will audit compliance with this policy.”

- Any Flight Attendant who believes s/he has been improperly bypassed during non-revenue boarding may file an irregularity with the Company which will be forwarded to the Operations Department. Ops will provide the Flight Attendant with the non-revenue boarding list in SA categories 4 and higher (ie. the list for SA 4 – SA 8) for the flight in question. If the Flight Attendant still believes s/he was bypassed improperly, s/he may so notify Ops who will investigate the matter and, under normal circumstances, will, within three business days, provide the Flight Attendant with all pertinent information about non-revenue passengers in SA4 to SA 8 who were accommodated on the given flight. During heavy holiday periods or other operational emergency, the response time may be a little longer. If an error is discovered, the Company will take appropriate action.

- The parties will jointly author a description of this process which will be put into a Read File and a copy will be placed in each Flight Attendant v-file. Any communications the Union makes to its members regarding this settlement agreement will not include an independent description of the process but will refer Flight Attendants to the Read File regarding the issue.
• The Company will provide the Union with a monthly report containing the following information: the number of complaints filed, the stations at which complaints were filed, and the number of complaints found to have merit.

The Company agrees to make a good faith effort to meet the milestones for modifying the computer systems laid out by the IT Department at mediation, both the interim milestones and the implementation date of 1 August 2011. The Company shall keep the Union informed of its progress on reaching the six milestone dates set forth in the IT document.

When 2010 Buddy Passes are issued by Spirit, all Flight Attendants eligible to receive Buddy Passes shall be issued an additional round-trip Buddy Pass (two one-ways) on a one-time only, non-precedent setting basis.

The Arbitrator shall retain jurisdiction until the contractually-mandated system of seniority-based non-revenue boarding is reinstated. Either party may invoke that jurisdiction specifically with respect to whether the Company is meeting its commitments for the complaint process; if a pattern of improper non-revenue boarding indicates unresolved problems at one or more stations; if one or more Flight Attendants persist in filing complaints that have no merit; any unexplained failures to meet the established milestones; and any other issue to which the parties may mutually agree. The parties agree to provide the Arbitrator with a progress update after the first milestone has been reached.

For the Company
Tony Lefebvre
SVP Customer Service

For the Union

Dated: 23 November 2009
December 10, 2009

Deborah Crowley  
AFA MEC President  
37550 Stonegate Circle  
Clinton Twp., MI 48036


Dear Ms. Crowley:

As you know, an arbitration was held on December 3, 2009 regarding Spirit's granting of open time trades and drops to flight attendants. At the hearing, AFA referenced the need for transparency in the process and further mentioned a settlement with previous management regarding standing bids which were not useful in properly addressing this matter. It was also discussed at the hearing that the Company will automate the open time process which will improve this process and aid transparency, and to accomplish this automation, a formula will be needed. Based on this need for the automation process and supporting formula, Spirit (hereinafter "The Company") and AFA agreed to certain formulas to be used to determine when to grant open time trades and drops. This letter of understanding ("LOU") will confirm our agreement on this matter.

Effective for the initial Daily Open Time for the February 15, 2010 bid period, the Company will use the following formulas in determining whether to grant open time trade requests and/or open time drop requests:

1. **Holiday weekends** – during holiday weekends, the Company will grant open time trades and open time drops only if it has at least 30% reserve coverage at the time that the request is processed (calculated based on scheduled check-ins for that day in that base). Holiday weekends will be designated by the Company on a quarterly basis and a copy of the quarterly Holiday weekends and yearly critical days will be provided to AFA's MEC Scheduling Committee Chairman.

2. **Other weekends (ie. Saturday & Sunday)** – the Company will grant open time trades and open time drops only if it has at least 25% reserve coverage at the time that the request is processed (calculated based on scheduled check-ins for that day in that base).

3. **Thursdays and Fridays** – the Company will grant open time trades and open time drops only if it has at least 20% reserve coverage at the time that the request is processed (calculated based on scheduled check-ins for that day in that base).

4. **Mondays, Tuesdays and Wednesdays** – the Company will grant open time trades and open time drops only if it has at least 18% reserve coverage at the time that the request is processed (calculated based on scheduled check-ins for that day in that base).

5. For **multi-day pairings**, the percentages indicated in numbers 1-4 above must be met for each day of the trip. For example, if FA Mary Z. wants to drop a trip which is scheduled to operate on Wednesday December 16, Thursday December 17 and Friday December 18, Spirit will grant the request only if it has the following percentages of reserve coverage at the time that the request is processed (calculated based on scheduled check-ins for that day in that base): 18% on 12/16, 20% on 12/17 and 20% on 12/18.
6. **Requests made 4 days or less** - If the open time trade request or the open time drop request is made 4 days or less prior to the start date of the trip the Flight Attendant is requesting to trade or drop, the Company will grant the request as long as it has at least 18% reserve coverage at the time that the request is processed for each of the days that the trip to be dropped or traded operates. For example, if FA John D. wants to trade a trip which is scheduled to operate on December 24 and submits his request on December 22, the Company will grant the request as long as it has at least 18% reserve coverage at the time that the request is processed (based on check-ins in that base) on December 24.

7. The Company agrees to provide AFA’s MEC Scheduling Committee Chairman with data necessary to monitor compliance with the terms of this LOU.

8. With the institution of the process described in this letter of understanding, Standing bids will not be used.

9. The Company and AFA’s Scheduling Committee will meet every four (4) months to review this Letter of Understanding and to assess its feasibility and effectiveness.

10. Arbitrator Bonnie Weinstock will retain jurisdiction regarding this matter.

Please indicate that this letter accurately describes our understanding by signing below.

Sincerely,

[Signature]

James Monahan
Sr. Director, Crew Resources & Labor Relations

Deborah Crowley
MEC President

cc: VP of Flight Operations
    Director, Inflight
    Legal
    Arbitrator Bonnie Weinstock

Date: 01/26/10
SETTLEMENT AGREEMENT
by and between
SPIRIT AIRLINES, INC.
and the
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

Interim Recurrent Training Settlement
AFA Grievance 39-99-03-22-09

Spirit Airlines (hereinafter the "Company") and the Association of Flight Attendants-CWA, AFL-CIO (hereinafter the "Union") have met and agree to resolve the above-referenced grievance as follows:

1. The Company is currently working on a revision to the Recurrent Training Policy which will modify the factors used to determine whether a Flight Attendant fails recurrent training or is simply released from recurrent training.

2. The Company will meet and confer with the Union regarding the proposed revision of the current Recurrent Training Policy and will provide a draft of the proposed revision of the Recurrent Training Policy to the Union within 30 days from the date that this interim settlement agreement is signed.

3. The Company will consider input received from the Union prior to issuing its final draft of the revised Recurrent Training Policy.

4. This Interim Settlement Agreement is entered into to resolve a disputed claim. It is not to be construed as an admission by Spirit Airlines of any fault or wrongdoing. Any such finding is expressly denied.

5. Grievance # 39-99-03-22-09 will be held in abeyance pending the review of the revised Recurrent Training Policy.

AGREED:

For Spirit Airlines, Inc.

Kim Archambeau
Director, Inflight
Date: 2/24/10

For the Association of Flight Attendants-CWA, AFL-CIO

Deborah Crowley
MEC President
Date: 2/24/10
June 18, 2010

Deborah Crowley
AFA MEC President
37550 Stonegate Circle
Clinton Twp., MI 48036

Subject: Letter of Understanding – Return from June 2010 furlough of flight attendants

Dear Ms. Crowley:

This letter of understanding ("LOU") will confirm our agreement on the manner in which flight attendants return from the June 2010 furlough will be handled.

1. No discipline for any Flight Attendant will be issued for matters that are a direct result of the strike/return to work process; this includes failure to respond to the recall notice within 48 hours due to Flight Attendants not being home to receive the recall. However this is with the understanding that upon receipt of recall, Flight Attendants are required to notify the Inflight Department as soon as possible but no later than 48 hours after receipt.

2. Recall Notices will be sent via US mail. To help with the recall effort, AFA will email the Recall Notice upon receipt of the notice from the Company and will notify the Flight Attendants that the Recall Notice was sent via US mail. The Recall Notice will also be posted on ra.spiritair.com and emailed to Company issued email addresses. Nothing precludes a Flight Attendant from contacting the Company prior to receiving the recall notice to accept recall.

3. Flight Attendants are encouraged to accept recall by contacting the Inflight Department as soon as possible. Flight Attendants are required to notify the Inflight Department that she/he accepts recall within 48 hours of receiving the notice.

4. The Company commits to pay protection for flights missed as a result of the ALPA strike, until proper Recall Notice is posted. That includes flights missed 6/16/10 and those that did not operate 6/17/10. If original flights were scheduled 6/17/10 (and moving forward) and FAs chose not to return to work, they are not pay protected.

5. The issue of whether or not the Flight Attendants are entitled to furlough pay will be handled through the expedited grievance procedure provided for in Section 1.F.

6. A Flight Attendant whose return to active status occurs on or before 6/18/10 will be given a Recall Bonus of $250. A Flight Attendant whose return to active status occurs between 6/19/10 and 6/21/10 will receive a Recall Bonus of $150. Accepting recall and/or returning to active status after 6/21/10 will not entitle a Flight Attendant to a Recall Bonus.

7. All commuters will be placed on positive space available for Spirit flights or tickets will be purchased for those who do not have access to Spirit flights.

8. The Company will review, case by case, additional expenses incurred by Individual Flight Attendants and reimburse as deemed appropriate. This is for US travel only-FAs who purchased tickets to get home or back to base on their own upon notification of the ALPA strike (if they were in the middle
of a trip) and for those that purchase or have purchased commercial airline travel back to base or to pick up portion of trips for 6/16/10 through 6/18/10 are examples of those that would be reviewed.

9. 200% Incentive Pay for all trips picked up out of open time effective 6/18/10 through 6/20/10 on days off. This is not applicable to original trip assignments.

Please indicate that this letter accurately describes our understanding by signing below.

Sincerely,

[Signature]

Kim Archambeau
Sr. Director, Inflight

Deborah Crowley
MEC President

6/18/10

cc: SVP of Customer Service
    Legal
CONSENT AWARD

On August 20, 2010, Association of Flight Attendants - CWA, AFL-CIO ("Association") and Spirit Airlines, Inc. ("Employer" or "Company") appeared before the undersigned System Board of Adjustment ("Board") for a hearing on two grievances involving uniforms which the parties wisely agreed to consolidate in the interest of efficiency in grievance processing. In full and final settlement of the above-referenced grievances, the parties agreed, and the Board hereby AWARDS, as follows:

(1) The Settlement Agreement between the Association and the Company dated May 7, 2009 pertaining to grievance numbers 39-99-02-35-07 and 39-99-02-07-08 (referred to herein as the "Settlement Agreement") remains in effect except as modified or superseded by this Consent Award.

(2) The blazer, short-sleeved tailored top and tie noted in Section 5(B)(1) of the collective bargaining agreement between the parties effective February 7, 2003 ("Agreement") are now to be classified as "optional uniform items" under Section 5(C)(1).
White shirts, in whatever configuration previously approved by the Company, shall be added to the list of optional uniform items under Section 5(C)(1). Except as specifically noted in this Consent Award, optional uniform items will not be removed from the optional list in the Agreement unless expressly agreed by the parties.

(3) The Settlement Agreement is modified to return the trench coat to a required uniform item under Section 5(B)(1)(a) of the Agreement. Effective the date of this Consent Award, and unless changed in accordance with Section 21(H) of the Agreement, the Company vendors will only sell navy blue trench coats, and trench coats hereinafter bought by employees as an item of their uniform must be navy blue.

(4) Within two years from the date of this Consent Award, the Company will provide all flight attendants hired on or before November 30, 2009 with two new uniforms pursuant to Section 5(H) of the Agreement. Effective the date of this Consent Award, the Company vendor will only sell items consistent with the Company's navy blue uniform. Employees who currently possess black uniforms previously acceptable to the Company may continue to use those items until the Company sets a date certain on which the black uniform may no longer be worn. Such date may not be sooner than thirty (30) days following the date on which all active employees covered by this paragraph have been provided two new uniforms pursuant to Section 5(H).

(5) The Settlement Agreement is deemed modified and superseded to clarify that the flight attendant uniform is navy blue and not black or blue. Accordingly, the Company will only provide and its vendors will only sell navy blue uniforms unless or until the uniform is changed consistent with Section 21(H) of the Agreement.

(6) Previously accumulated and unused uniform credits are retained by the employee, but must be used or forfeited within one year of the date of this Consent Award. The parties agree that these previously accumulated uniform credits also may be used to purchase optional items of clothing under Section 5(C) or maternity clothing pursuant to Section 5(D).

(7) A belt will be added to the required uniform for women under Section 5(B)(1)(b) of the Agreement to the
extent that the uniform slacks or skirts have belt loops.

(8) A fleece jacket will be added to the optional uniform items under Section 5(C)(1).

(9) The parties agree that "shorts" shall be removed from Section 5(C)(1)(a). Any female flight attendant who had such shorts may exchange up to three pairs of shorts for an equal number of female uniform approved "bottoms", i.e., skirts or slacks. It is understood that the slacks or skirts provided as replacements will be in navy blue only.

(10) The Employer agrees to provide the Association with proof from the uniform vendor of compliance with 16 CFR Part 1610 as required by Section 21(H)(3) of the Agreement.

(11) The Company agrees that all items purchased through the uniform vendor will be eligible for payroll deduction consistent with the second sentence of Section 5(F)(1) of the Agreement, i.e., "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."

(12) Newly acquired uniform credits pursuant to Section 5(G) of the Agreement must be used by the employee within one year of the date on which the credits are given to the employee, provided the Employer has a vendor who supplies the needed clothing. If no vendor is designated or available, the uniform credits shall accumulate until a vendor is available.

(13) A Spirit Airlines lanyard (for displaying Company identification) is part of the required uniform under Section 5(B)(1) of the Agreement. Employees retain the right to affix their identification badge to their uniforms and not use a lanyard. However, if a lanyard is used, it shall be the Spirit Airlines lanyard. The Employer agrees to replace this lanyard at no cost to the employee whenever the lanyard is worn out or broken.

(14) The Employer agrees that if it changes the blazer design, or the blazer color to anything other than navy blue within five years of the date of this Consent Award, such that a navy blue blazer in the possession
of a flight attendant no longer complies with the uniform dress (even though optional), the Company will replace one of the employee’s blazers, one time only, at no cost to the flight attendant.

(15) This Consent Award is entered without any finding or admission of wrongdoing by any party.

(16) In entering into this Consent Award, neither the Association nor the Company waives any legal argument it may have had regarding the interpretation of the uniform and related provisions of the Agreement.

(17) The parties agree to meet to discuss and resolve any issues raised by flight attendants regarding their accrued uniform credits.

(18) At the parties’ request, the undersigned Neutral Chairperson (and an appropriately configured System Board) retains jurisdiction if questions arise regarding the implementation of this Consent Award.

November 7, 2010

Bonnie Siber Weinstock
Neutral Chairperson

Matthew Kucinski
Company designee

Carmen Linn
Association designee