COLLECTIVE BARGAINING AGREEMENT

between

SPIRIT AIRLINES, INC.

and

THE AIRLINE PILOTS

in the service of

SPIRIT AIRLINES, INC.

as represented by

THE AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

Duration: March 1, 2018 to February 28, 2023
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Section 1
Recognition and Job Security

A. Recognition

1. In accordance with certification number R-6453 (dated September 17, 1996) made by the National Mediation Board, Spirit Airlines, Inc. (the “Company”) hereby recognizes the Air Line Pilots Association, International (the “Association”) as the duly designated and authorized representative of the pilots 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 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 pilots on the Spirit Airline Pilots 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 pilots to perform the revenue flying assigned or contracted out, and (c) no Company pilot is furloughed as a result of such contracting out of revenue flying. The Company shall provide notice to the Association prior to entering any agreement to assign or contract out revenue flying.
3. The Company may enter into a code-share agreement, a marketing agreement, an interline agreement, a pro-rate agreement, block space agreement, revenue sharing agreement or joint venture so long as any such agreement does not result in the furlough of any of the Company’s pilots, or a reduction in system-wide block hours scheduled to be performed by the Company’s pilots when measured as of the completion of each trailing period of 12 calendar months after the effective date of such agreement (e.g. March 2018 – February 2019) to the previous period of the same twelve months (March 2017-February 2018). The Company will not participate in revenue sharing or joint ventures agreements with other carriers in which Spirit pilots do not perform a portion of the flying to the extent the flying subject to the revenue sharing or joint venture is permitted to be flown by, and is accessible to, the Company.

4. The Company shall not create or acquire an “alter ego” to avoid the terms and conditions of the Agreement.

5. If the Company decides to establish a foreign domicile it will, at the Association’s request, meet and confer with the Association with regard to special considerations such as transportation and security for pilots assigned to the foreign domicile prior to establishing the domicile. Completion of such discussions is not a prerequisite to establishing the domicile. This Agreement will apply to all pilots flying for the Company assigned to such domicile.

C. Successorship

The Company will cause a potential successor to agree in writing, as an irrevocable condition of a successorship transaction, that the Company or successor, as applicable, will continue to apply the terms of the Agreement to Spirit pilots, and will recognize the Association as the representative of Spirit pilots consistent with the Railway Labor Act. A successor is an Entity that merges with the Company or acquires all or substantially all of the Company’s equity or assets in a single transaction or multi-
step, related transactions. In the event the Company enters into an agreement that could lead to a successorship transaction, the Company shall notify the Association, in writing, of the agreement within three (3) days after the execution of such agreement. The Company will provide the Association with a copy of the agreement within ten (10) business days after the execution of the transaction, upon the Association’s execution of a confidentiality agreement(s) if requested by the Company.

D. Merger Protection

In the event an air carrier or an Entity that controls an air carrier acquires the Company, or if the Company or an Entity that controls the Company acquires another air carrier, and the parties to the transaction determine that the Company will be operationally merged with the other air carrier, the Company will agree to, and will secure the agreement of the other party(ies) to the transaction to, undertake the same obligations as the Company with respect to the following provisions, (a “Merger Transaction”).

1. Following the announcement of a Merger Transaction, the Company shall, upon the Association’s request, promptly commence negotiations for a Transition and Process Agreement (TPA). The TPA shall include all of the protections in Section 1.D of this Agreement unless the TPA parties agree otherwise. The Company will also agree to negotiate regarding other possible fence, protective, and transition terms to be in effect until the Operational Merger Date. The negotiations described in this paragraph shall not be a prerequisite for closing or completing a transaction under this Section. The protections referenced in this paragraph will include the following:

   a. The flight operations of the Company and the other air carrier shall remain separated, with pilots employed by each carrier operating each carrier’s pre-merger aircraft under its collective bargaining agreement(s) and seniority list until the Operational Merger Date.
b. The pilots employed by the Company will be entitled to seniority integration rights governed by Association Merger Policy if both pre-transaction pilot groups are represented by the Association, or by the McCaskill-Bond amendment and Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions if one pilot group is not represented by ALPA. The Association agrees that it shall promptly invoke such procedures, provided such procedures need not be completed and a single seniority list need not be established until completion of a single collective bargaining agreement.

c. The Association shall promptly initiate proceedings before the National Mediation Board for a determination that the Company and the other air carrier constitute a single carrier for purposes of collective bargaining under the Railway Labor Act and, if necessary, for designation of the post-merger representative of the combined pilot group, and the Company will take all necessary steps to secure a single operating certificate.

d. The Company and the other air carrier shall, upon receipt of the Association’s written demand, promptly begin negotiations with the Association and the pilots employed by the other air carrier through their collective bargaining representative, if any, (i.e. ALPA or ALPA and other union party or parties prior to a determination of a single representative by the NMB, and the single representative, if any, after such determination) for a single collective bargaining agreement governing merged operations of the merged carrier. Until the effective date of a single collective bargaining agreement, this Agreement shall continue to apply to Spirit pilots unless otherwise agreed by the Association.

e. The Company and the other air carrier shall forbear from interchanging or transferring pilots or aircraft with the other air carrier until the Operational Merger Date.
f. The Company shall assure that until the Operational Merger Date the Spirit pilots shall have the right to operate all aircraft on hand at the Company or on firm order for the use of the Company as of the date of the closing of the Merger Transaction. However, the Company will not be precluded from reducing fleet due to retirement of aircraft in the normal course of business, to casualty loss, or to economic reasons not related to the Merger Transaction.

g. The Company shall assure that, in each rolling twelve month period until the Operational Merger Date, the system-wide block hours scheduled to be performed by Spirit pilots shall not be less than the system-wide scheduled block hours which existed in the twelve (12) calendar months immediately preceding the closing of the Merger Transaction. The Company shall be excused from compliance with the above minimum block hour requirements in the event of a “circumstance beyond the Company’s control,” the retirement of aircraft in the normal course of business, or requirement by a government agency that the Company reduce or cancel service and that one of the above events is the cause of the reduction in excess of the foregoing minimum.

h. The Company shall assure that no Spirit pilot as of the date of the announcement of the proposed Merger Transaction shall be placed on furlough as a result of the merger from that date until one (1) year following the Operational Merger Date.

i. The Association will support the Company’s efforts to integrate marketing, reservation systems, and livery, and to take steps necessary to secure approval from the FAA for operation under a single operating certificate, and to take such other steps as will facilitate achieving a complete operational merger (i.e. the operation of the carriers under a single FAA operating certificate, a single transportation system under the RLA, and under a single collective bargaining agreement with an integrated pilot
seniority list) at the earliest reasonable time. The carriers may rationalize routes; exchange assets other than aircraft and pilots; code share with the merger partner; integrate systems including but not limited to reservations and marketing; and undertake steps to obtain a single operating certificate prior to reaching a single collective bargaining agreement with an integrated pilot seniority list consistent with its obligations under this Section 1.D.

j. The Operational Merger Date is the date by which the Company and the other carrier party(ies) (i) are found by the NMB to be a single carrier, (ii) execute a single collective bargaining agreement, and (iii) accept an integrated seniority list. The Operational Merger Date shall be no later than one hundred and eighty (180) days following negotiation and ratification, if necessary, of a single collective bargaining agreement and acceptance by the carrier parties of the integrated seniority list.

2. If the seniority list integration is conducted pursuant to Association merger policy, the Company will accept the outcome of the seniority list integration process set forth in this subsection, provided that, solely with regard to a seniority list integrated pursuant to Association policy, none of the attendant conditions and restrictions negotiated or awarded (a) require a system flush whereby pilots may displace other pilots from the latter’s position; (b) require a pilot to be compensated for flying not performed (e.g. differential pay for a position not flown); (c) require the cancellation of a vacancy or displacement award for a pilot who has commenced training for that position by attending ground school at the training facility; (d) significantly increase the Company’s costs; (e) provide that a pilot shall be displaced from his position by a pilot of the other pre-merger pilot group as a result of the implementation of, or the expiration of, any condition or restriction; (f) are impossible in practice to comply with under the circumstances. If the seniority list integration is conducted pursuant to the McCaskill-Bond Amendment and not Association merger policy, including any arbitration proceeding, the Company agrees
that it will be neutral as to the order of the pilots on the seniority list but such neutrality shall not prevent the Company from insuring that the award complies with the criteria set forth in (a)–(f) of this paragraph.

E. Acquisitions Not Involving Merger

In the event an air carrier or an Entity that controls an air carrier acquires the Company, or if the Company or an Entity that controls the Company acquires another air carrier, and the parties to the transaction determine that the Company will not be operationally merged with the other air carrier, the Company will agree to, and will secure the agreement of the other party(ies) to the transaction to undertake the same obligations as the Company with respect to the following provisions:

1. Spirit pilots will have the right to operate all aircraft on hand at the Company or on firm order for the use of the Company as of the date of the closing of the acquisition transaction.

2. No Spirit pilot as of the date of the announcement of the proposed acquisition transaction shall be placed on furlough as a result of the acquisition.

3. The Company will ensure that the system-wide block hours scheduled to be performed by Spirit pilots shall not be less than ninety-five percent (95 %) the system-wide scheduled block hours which existed in the twelve (12) calendar months immediately preceding the closing date of the acquisition transaction.

4. The ratio of system-wide block hours performed by Spirit pilots as compared to that performed by the acquired carrier will not diminish by more than five (5%) compared to the ratio which existed as of the closing of the acquisition transaction during any rolling twelve month period as of the closing date of the acquisition transaction. This paragraph shall not apply with respect to acquisitions of a Foreign Air Carrier or an air carrier operating a fleet composed wholly of Regional Aircraft.
5. The Company will not assign or allocate flying or aircraft to the carriers it controls for the purpose of securing contractual relief or concessions (i.e. no “whipsawing”).

6. The Company shall be excused from compliance with the foregoing paragraphs 1-4 in the event of a “Circumstance Beyond The Company’s Control,” the retirement of aircraft in the normal course of business, or requirement by a government agency that the Company reduce or cancel service, as well as from paragraph 1 for economic reasons, not related to the acquisition transaction, and one of the foregoing is the cause of non-compliance.

F. 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 work force, 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, to open or close crew bases, 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.

2. The exercise of any right reserved herein to management or the Association in a particular manner or the non-exercise of such right shall not operate as a waiver of the Company’s or the Association’s rights or otherwise preclude the Company or the Association from exercising the right in a different manner.
G. 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 twenty (20) days following the submission to the System Board and decided expeditiously no later than forty (40) days after submission, unless the parties agree otherwise in writing. The parties agree to abide by any arbitration award which is issued.
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The following terms as used in this Agreement shall be construed as follows:

A. “Bid Period” means month, unless otherwise agreed.

B. “Block-to-Block” means that period of time beginning when an aircraft first moves under its own power or under tow from the ramp blocks for the purpose of flight and ending when the aircraft comes to a stop at the ramp at the next intermediate stop or final destination or point of departure, as the case may be.

C. “Captain” means a pilot who is in command of the aircraft and has authority over all crewmembers for the purpose of operating the aircraft while under way, who is responsible for the manipulation of or who manipulates the flight controls of an aircraft while under way, including takeoff and landing of such aircraft, and who is properly qualified to serve as and holds a currently effective airman’s certificate authorizing him to serve as such.

D. “Chief Pilot” means base chief pilot or system chief pilot.

E. “Category” means a pilot’s status in an aircraft type (e.g., captain A320, first officer A320).

F. “Check-In Time” means the time that a pilot is required to report for duty.

1. At the pilot’s domicile, this time will be scheduled 45 minutes prior to scheduled flight departure if the aircraft is at the gate, and one hour and 15 minutes if repositioning is required. A pilot may check in via Sabre, or by calling Crew Scheduling.

2. At a layover station, this time will normally be scheduled 45 minutes prior to scheduled flight departure. Pilots should
report at the intended gate of departure. The Company shall ensure personnel are available if Jetway access is required.

3. Check-in for aircraft taxiing or repositioning shall be at the aircraft. The Company will provide notice of repositioning or taxiing in the bid package; in case of short-notice repositioning, adequate advance notice will be given.

G. “Checkout Time” or “Release Time” means the time that a pilot is released from duty for a rest break. This checkout time will be 30 minutes following the block arrival of a flight. If a pilot is required to reposition an aircraft or perform other duties, checkout time will be 30 minutes from the time duties are complete.

H. “Daily Open Time” means the open time remaining after the processing of initial open time pursuant to Section 25.F plus all additional open time pursuant to Section 25.G that becomes available throughout the bid period.

I. “Date of Hire” means the day a pilot enters training with the Company for the duties of a pilot.

J. “Day” means a period of time from the hours of 0001 to 2400 based upon the local time of a pilot’s domicile.

K. “Day Off” means days designated on a pilot’s final schedule as days free from duty with the Company at the pilot’s domicile.

L. “Deadheading” means the transport by air or surface vehicle of a pilot 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, or for the purpose of returning after having performed such duty or training.

M. “Displaced Pilot” means a pilot who does not have sufficient seniority to hold his present permanent position.

N. “Domicile” means the geographic location where pilots are based for flight duty purposes.
O. “Duty Hours,” “Duty Period,” “Duty Time,” or “On-Duty Period” mean all the time elapsed between check-in Time and checkout time. It shall include, but is not limited to, deadheading, flight training, and simulator training.

P. “First Officer” means a pilot who is second-in-command and any part of whose duty is to assist or relieve the captain in the manipulation of the controls of an aircraft, who is properly qualified and designated by the Company to serve as and who holds a current airman’s certificate authorizing him to serve as such pilot.

Q. “Ferry Flight” means flight for the purpose of positioning an aircraft for maintenance or other purposes.

R. “Final Schedule” means a pilot’s schedule for the month that is prepared and distributed pursuant to Section 25.E.

S. “Flight” or “Leg” means the movement of an aircraft for the purpose of flying from a given block departure to its next block arrival.

T. “Flight Pay” means scheduled block time or actual block time, whichever is greater, on a duty-period by duty-period basis, calculated in hours and minutes.

U. “Initial Open Time” means all the open time pursuant to Section 25.F for the bid period that is available upon the completion of the final schedule for that bid period.

V. “International Flying” means all flying and deadheading outside the contiguous 48 states of the United States from the last point of departure at which the crew flying the trip outside the contiguous 48 states of the United States goes aboard the airplane, except that “international flying” shall not include Alaska, Canada, Mexico, and the island nations of the Caribbean between 15 degrees north latitude and 28 degrees north latitude, except that the nation of Cuba shall be considered international flying.
W. “Layover” means the period of time during which a pilot is relieved from duty while away from his domicile for the purpose of rest.

X. “Line” or “Line of Flying” means a pilot’s awarded or assigned regular, relief, or reserve schedule for a month.

Y. “Line Pilot” means a pilot who bids for and is awarded or assigned a regular, relief, or reserve line for a month.

Z. “Longevity” means that period of time commencing on a pilot’s date of hire and continuing while in the active service of the Company except as otherwise provided for in this Agreement.

AA. “Management Pilot” means a pilot designated as such by the Company to manage and administer Company policy with respect to flight operations and/or safety.

AB. “Month” means the period from the first day of, to and including the last day of each calendar month of the year except that, for pilot scheduling purposes, January, February, and March will each be considered a 30-day month through the addition of January 31 and March 1 to the month of February. Leap Year will make February a 31-day month.

AC. “Non-Revenue Flying” means all flying that does not produce passenger or cargo revenue (i.e., maintenance, ferry, proving, delivery flights, publicity, promotional, etc.).

AD. “Open Time” means all flying not awarded to a specific pilot and which shall be identified in the initial or daily open time list.

AE. “Pilot” means captain and first officer as defined herein, including when acting as a Training Pilot, and shall include only pilots on the Spirit Airlines, Inc., Pilots’ Seniority List.

AF. “Position” means a pilot’s category at a specific domicile.
AG. “Probation Period” means a pilot’s first 12 months of active service from date of hire as a pilot with the Company (exclusive of time spent on furlough, or leave of absence).

AH. “Regular Line” means a monthly schedule posted by the Company with planned sequences of trips and intervening days off.

AI. “Regular Pilot” means a captain or first officer who is awarded or assigned a regular line.

AJ. “Relief Line” means a monthly schedule built and awarded after the initial bids are awarded and posted with the final schedule. A relief line shall include planned days off, any flight or training assignment, and reserve days.

AK. “Relief Pilot” means a captain or first officer who is awarded or assigned a relief line.

AL. “Removed” means removal whether before or after departure from the pilot’s base.

AM. “Rescheduled Pilot” means a Pilot who, after the publication of the final schedule, is removed from a trip (final schedule/daily open time trip/assigned trip) or portion thereof for any reason, has flying or Deadheading added to his trip hour period for any reason or has his trip changed by a combination thereof. A Pilot does not qualify as rescheduled pilot if he is removed due to illness, injury, or emergency; leave of absence, retirement, suspension or termination; failure to report for an assigned trip, or trip trade, or trip drop.

AN. “Reserve Line” means a monthly schedule posted by the Company with intervening on-call periods and planned days off.

AO. “Reserve Pilot” means a captain or first officer who is awarded or assigned a reserve line.

AP. “Rest” or “Rest Period” means an off-duty period between check-out and check-in, either at domicile or away from domicile.
AQ. “Scheduled Time” means the time specified in the operating schedules established by the Company.

AS. “Status” means a pilot’s seat designation as captain, first officer, etc.

AT. “Training Pilot” means a pilot on the Spirit Airlines Seniority List who is not a Full-Time Instructor as defined in Section 9, selected by the Company to perform training and/or qualification functions in the training department.

AU. “Trip” means all the time within a pilot’s trip hour period.

AV. “Trip Hour Period” means the time elapsed between:

1. The start of a duty period as defined in paragraph O above, originating at a pilot’s domicile, and

2. The completion of the last duty period as defined in paragraph O above, which terminates at a pilot’s domicile.

AW. “Reserve Availability Period (RAP)” means a 14-hour period that begins on the hour and during which a reserve pilot is required to be available for contact. A RAP shall be designated with codes starting with the letter R followed by the clock hour that the RAP begins, e.g., R0 begins at midnight and terminates at 1400 hours.

AX. “Bid RAP” means the “reserve availability period” associated with the pilot’s awarded reserve line as published in the monthly bid package.

AY. “Block of Reserve Days” means the reserve day(s) that follow a day off and end with the commencement of the pilot’s next day off (movable or immovable).

AZ. “Block of Duty Days” means the duty day(s) that follow a day off and end with the commencement of the pilot’s next day off (movable or immovable).
BA. “Block of Workdays” means the workday(s) that follow a day off and end with the commencement of the pilot’s next day off (movable or immovable).

BB. “Protected Time” means a rest period during which the Company may not contact a pilot.

BC. “Reserve Day” or “R Day” means a day containing a Short Call Reserve or Long Call Reserve period of availability. Short Call Reserve in the bid package or placed into open time must specify the RAP (e.g., R0, R1… R23).

BD. “Electronic Shift Trade” means an electronic platform for automated scheduling transactions.

BE. “Circumstance Beyond the Company’s Control” includes, but is not limited to, a natural disaster; labor dispute (which includes a strike, rolling strike, intermittent strike, the picketing of any of the Company’s premises, or any other work stoppage); grounding of a substantial number of the Company’s aircraft by a government agency; reduction in the Company’s operations because of a decrease in available fuel supply or other critical materials due to either governmental action or commercial suppliers being unable to provide sufficient fuel or other critical materials for the Company’s operations; revocation of the Company’s operating certificate(s); war emergency; owner’s delay in delivery of aircraft scheduled for delivery or manufacturer’s delay in delivery of new aircraft scheduled for delivery, provided that the above or similar circumstances have a material or substantial impact on the Company’s operations.

BF. “Control of a corporation” means ownership of or power to exercise fifty (50) percent or more of the common stock of the corporation or of securities with fifty (50) percent or more of the voting power of all securities entitled to vote generally in the election of the corporation’s board of directors or equivalent governing body, or the power to appoint or elect or prevent the appointment or election of a majority of the corporation’s board of directors or equivalent governing body. Control of an entity
other than a corporation means ownership or beneficial interest in fifty (50) percent or more of the value of the aggregate voting interests in such entity.

BG. “Domestic Air Carrier” means an air carrier as defined in 49 U.S.C. Section 40102 (a) (2) holding an air carrier certificate issued by the Administrator of the FAA under 14 C.F.R. Section 119.5.

BH. “Entity” means any business form of any kind including without limitation any natural person, corporation, company, unincorporated association, division, partnership, trustee, trust, receivership, debtor in possession, administrator or executor.

BI. “Flight duty period” (FDP) means a period that begins when a pilot is required to report for duty with the intention of conducting a flight, a series of flights, or positioning or ferrying flights, and ends when the aircraft is parked after the last flight and there is no intention for further aircraft movement by the same pilot. A flight duty period includes the duties performed by the pilot on behalf of the certificate holder that occur before a flight segment or between flight segments without a required intervening rest period.

BJ. “Foreign Air Carrier” means an air carrier that is not a domestic air carrier.

BK. “Long Call Reserve” (LCR) means a 24-hour availability period from 0000-2359 Local Domicile Time (LDT) during which a pilot is required to be available for contact.

BL. “Regional Aircraft” means aircraft certificated for operation in the United States with a maximum gross take-off weight of eighty-six (86) thousand pounds or less and operated with seventy-six (76) or fewer passenger seats. In the event there is a transaction of or by a regional carrier subject to 1.E., and to the extent that ALPA negotiates a definition of regional aircraft allowing for different weight or seats in other agreements covering mainline carriers, the parties will examine whether
different seat or weight limits than the foregoing should apply. Any dispute about the applicable definition shall be subject to the jurisdiction of the System Board and resolved in accordance with the procedures of I.G.

BM. “Short Call Reserve” (SCR) means a 14-hour availability period that begins on the hour and during which a pilot is required to be available for contact.

BN. “Spirit City” means a city that Spirit Airlines serves.

BO. “Spouse” means a husband or wife by legal marriage, common law marriage, civil union or domestic partner, as set forth in the Spirit Airlines Domestic Partner Declaration Form in effect on the date of signing (DOS).

BP. “Mutual Trade” means a pilot to pilot exchange of trip(s) or block(s) of R days.

BQ. “Preferential Bidding System” or “PBS” means the bidding system utilized by the Company that enables a pilot to bid for and be awarded an initial line, based upon pilot bid preferences, seniority, known absences, programmed award logic, FARs, the CBA, the PBS Letter of Agreement and the resulting PBS Memorandum of Understanding.

BR. “Principal Residence” means the home address on a pilot’s most recent federal and state income tax returns.
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Section 3
Compensation

A. A pilot will receive the following hourly rates based on status and longevity as follows for aircraft having seating capacity of 99 or more passengers but not more than 182 passengers (or not more than 190 passengers for Airbus 320), excluding the Airbus 321 (A321):

### CAPTAIN PAY RATES

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FIRST OFFICER PAY RATES

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B. Longevity for Pay Purposes

A pilot’s longevity date shall determine the effective date for longevity pay increase.

C. Pay Overrides

1. International Flying Rate

Pilots engaged in international flying (domestic-to-international, international-to-international, or international-to-domestic legs only) shall be paid a premium of eight percent (8%) for hours flown or credited, in addition to other compensation set forth in this Agreement.

2. Training Pilots shall be paid in accordance with Section 9.

3. A pilot who is awarded or volunteers to pick up open time, or who places his name on the X or Y list to pick up open time (including any net increase in open time picked up as a result of a trip trade), shall be paid and credited, above his monthly guarantee, at 100 percent of his applicable hourly rate for the time picked up from open time or 200 percent of his applicable hourly rate for the time picked up from open time in the case of a Company designated premium pay trip or assigned from the X or Y list. Such pilot is entitled to the premium pay if he does not operate the trip only
in cases of Company-initiated trip removal (e.g., displacement, cancellations).

4. Airbus 321 (A321) Pay

a. The rates of pay applicable to the A321 are 110 percent of the rates of pay set forth in Section 3.A for all credit including minimum guarantee, training, deadheading, vacation, sick leave, reserve, flight pay, and minimum pay for a trip, etc.

b. The rates of pay for Airbus pilots shall be based on the ratio of total system-wide A321 block time to the sum of system-wide A319/ A320 and A321 block time (revenue and non-revenue) in the month. For example, in September 2005, 2,400 block hours (50 percent) are flown in the A321, and 2,400 combined block hours (50 percent) are flown in the A319/A320. Therefore, all Airbus pilots shall be paid 105 percent of their rate of pay set forth in Section 3 of the Basic Agreement, regardless of which aircraft they are assigned/awarded, for all credit earned in the month. The overage shall be paid on the second paycheck in the following month, in this example, on the second paycheck in October 2005.

c. The Company shall provide accurate data showing the system-wide block time for the month for the A321 and for the A319/A320, and the ratio in the subsequent month’s bid package. For example, the actual system-wide block hours used to calculate the ratio for June shall be included in the August bid package, which will be published on the sixth business day of July.

5. Flight Duty Period (FDP) Extension Pay

A pilot who is fit for duty and who accepts any FDP extension will be paid two (2) hours of pay above guarantee at 100%. Such pilot must be available for the full two hours permitted under the FARs in order to receive the additional
pay under this provision. So long as the pilot does not subsequently declare himself unfit for duty, such pilot will receive the FDP extension pay. The pilot will receive the extension pay if the flight cancels after the extension is accepted.

D. Training Pay

1. New Hire Training Pay

During initial new hire training and prior to release to the line, the pilot shall receive a monthly salary of $1,000 and monthly expenses of $750 prorated on a daily basis for a partial month. If, “through no fault of his own,” a pilot does not finish initial new hire training or is not released to the line within 90 days of his date of hire, he will be paid in accordance with the provisions of Section 4.A and per diem as per Section 5.B. The term “through no fault of the pilot’s own” shall not include actions by the pilots such as: “No showing” for training events, “failures” that elongate the process, additional training above the normal curricula, etc.

2. Non-New Hire Training

a. A pilot attending required training events on a previously scheduled day of duty shall be paid trips missed (minimum pay for the trip as per Section 4.C or 4.D).

b. A pilot attending required training events on a scheduled day off shall be paid four hours of flight pay per day above guarantee.

c. A pilot deadheading to or from training on a previously scheduled day of duty shall be paid trips missed (minimum pay for the trip as per Section 4.C or 4.D) or deadhead pay (as per Section 8.A.2), whichever is greater.

d. A pilot deadheading to or from training on a scheduled day off shall be paid, above guarantee, in accordance
with Section 4.C or 4.D or deadhead pay (as per Section 8.A.2), whichever is greater.

3. Upgrade and Transition Training

A pilot with a training start date prior to the effective date will be paid in accordance with Section 24.K.3.c.2. On or after the effective date a pilot in upgrade or transition training shall be paid his current hourly pay (a first officer in upgrade will receive first officer pay except as provided in Section 24.K.3.a) for average line value for the particular domicile, computed by adding the regular line credit values and dividing by the number of lines. In no case will this number be below 72 hours. If the pilot is scheduled for training that will take him below 13 days off, those days will be paid above the average line value at four hours per day.

E. In computing the hours of captains/first officers for hourly flying pay purposes, the scheduled time from block to block, or actual time, whichever is greater, on a duty-period by duty-period basis shall be used on all flights. All pay computations shall be calculated in hours and minutes.

F. Flying Out of Status

When a pilot holding a captain bid is assigned to first officer duties during a portion of the month, such pilot will be paid for all trips flown during the month at captain rates.

G. Taxi or Maintenance Engine Run Pay

The pilot and Scheduling will coordinate these events, which will be documented in CrewTrac or equivalent to ensure that these duties do not result in an illegality and for purposes of pay tracking. Pilots will not perform these duties until this has been accomplished. Pilots should call Scheduling at the completion of these events to ensure that the release time is accurately reflected in CrewTrac or equivalent. If at any time a pilot is required to move an aircraft for purposes of repositioning the aircraft on the
ground (i.e., from a parking location to the gate or vice-versa), such pilot will receive pay and credit above monthly guarantee for 0.5-hour flight pay per single taxi event. Any on-duty flight crew that complies with a request to perform a maintenance engine run, shall be compensated 0.5-hour flight pay above monthly guarantee in addition to other pay for the assignment. Maintenance engine runs are at the option of the flight crew.

H. “Test” flights will be paid on the basis of actual (block to block) flight time.

I. All trips that overlap the eight moving days as per Section 6.A.4 will be dropped in their entirety, and a pilot shall receive credit for all such dropped trips. A pilot shall be time available as per 25.I.16 for any trip or portion of a trip dropped which falls outside the eight moving days.

J. Holiday Pay

A pilot who is on Company-assigned duty on January 1, July 4, Thanksgiving Day, or Christmas Day shall receive, in addition to all other compensation, $75 per day. To be eligible, the pilot must be available to complete all segments of the trip in which the holiday falls.

K. Pilot/Management Committee Participation

1. All joint meetings of an ALPA committee and management will be convened by the mutual agreement of the committee chairman and the Company.

2. A pilot scheduled for duty, but removed from the schedule to attend a Company-required meeting, will receive pay and credit for the scheduled workday. A pilot required to attend a Company meeting on a scheduled day off will receive four hours’ pay, which shall be above guarantee.

3. A pilot required to travel to a Company-required meeting will be reimbursed for actual/ reasonable expenses.
L. Payroll

1. Upon request, a pilot will be paid by direct deposit into an account for that pilot with the financial institution of the pilot’s choice, so long as the institution provides the service. In the event the Company fails to make the correct direct deposit in accordance with this section into the pilot’s direct deposit account, the Company will reimburse the pilot so that he is made whole for all associated financial impact (e.g., overdraft fees, insufficient fund fees, loan payment late fees, etc.) in accordance with the timeline referenced in L.4 below.

2. Pay periods for pilots will be the 1st through the 15th and the 16th through month-end. The 1st through the 15th pay period will be paid on the 15th. This check will include one-half the pilot’s minimum monthly guarantee for the current month plus reconcile (but not limited to) per diem, over time, pay adjustments, or other premiums added onto the base pay rate from the previous month. The pilot must submit all expense reports at least one week prior to this pay period. The 16th through the month-end pay period will be paid on the last day of the month. This check will include one-half the pilot’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 that is not a holiday will be the payday. The method of payment will be in accordance with the current CBA. The Company further agrees to expeditiously resolve pending claims concerning improper payment or pay discrepancies filed by ALPA-represented pilots.

3. Effective with the implementation of the new crew electronic reporting system (Crew Pay), the Company shall provide to each pilot at his domicile, within the first nine days of each month, an electronic record documenting all credits, per diem, and any other pay item for the preceding month. The pilot shall review this statement for accuracy.
4. When a pilot’s pay is short by more than $100 through no fault of his own, as a result of an error, which does not require interpretation of the contract, the pilot will be paid via overnight mail (the pilot will be furnished the tracking number) or direct deposit within two business days from the point when it has been confirmed that the error has occurred. Errors in the computation of pay involving a shortage of less than $100 shall be paid on the next check following confirmation. Confirmation will be made within four business days of when the error is brought to the Company’s attention.

5. The Company will not make any deductions from a pilot’s paycheck or reversal to a direct deposit unless legally permitted to do so. The Company shall notify the pilot prior to making any deduction or reversal.

M. Profit-Sharing/Bonus Plan

If the Company implements a profit-sharing/bonus plan for other employees, pilots shall be included as participants in such plan(s) on the same terms and benefit levels.

N. New Aircraft

1. When an aircraft not covered by this Agreement (defined as having a seating capacity of either more than 180 passengers or less than 99 passengers, except for the A319, A320 (not more than 190 seats) and A321,) 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 Association for the purpose of negotiating rates of pay, rules, and working conditions of pilots for such equipment, such rate of pay to be retroactive as of the date that such equipment was so placed in service. Conferences shall begin within 15 days after request has been made for such conferences unless otherwise mutually agreed upon between the Company and the Association. Pilots 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 the dispute is reached within 60 days of the first conference, it may be submitted by either party to final and binding arbitration in accordance with Section 21. The arbitrator shall be selected by the parties or, in the event of failure to agree on a neutral, from a panel of five neutrals provided by the National Mediation Board.

2. In such an arbitration proceeding on pay rates for new equipment, the arbitrator may consider the following factors, and may base the pay determination on said factors:

a. Rates currently paid by Spirit under this Agreement.

b. Differences in seating capacity, lift, and range, for the new equipment.

c. Rates paid by other carriers of similar revenues, nature of operations, and number of aircraft using the same equipment.
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Section 4
Minimum Guarantees

A. Pilots will be paid and credited flight pay at the applicable hourly rate with a minimum guarantee of 72 hours a month. In the event a pilot is on non-pay status (i.e., unpaid leave of absence) for a portion of the month, he will be paid and credited flight pay at the applicable rate for each day on pay status or pro-rated minimum guarantee, whichever is greater.

B. Trip Trades

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

C. Reserve Lineholders

1. Minimum pay for a trip shall be the greatest of the following:
   a. Flight Pay (as defined in Section 2) for the entire trip; or
   b. Four and one-half hours per duty period for the entire trip for multiple duty period trips, or four hours per duty period for single duty period trips; further, a pilot shall be credited for pay purposes with one additional duty period (four and one-half hours) for each scheduled away-from-domicile layover that exceeds a continuous 22-hour period; or
   c. One hour’s flight time credit for each 4.20 hours’ elapsed time away from his base.

2. On a reserve day in which a reserve lineholder is not required to report for duty, he shall be handled in accordance with paragraph 4.A above.
D. Regular and Relief Lineholders

1. Minimum pay for a trip that is not rescheduled shall be the greatest of the following:

   a. Flight pay (as defined in Section 2) for the entire trip; or

   b. Four and one-half hours per duty period for the entire trip for multiple duty period trips, or four hours per duty period for single duty period trips; further, a pilot shall be credited for pay purposes with one additional duty period (four and one-half hours) for each scheduled away-from-domicile layover that exceeds a continuous 22-hour period; or

   c. One hour’s flight time credit for each 4.20 hours elapsed time away from his base.

2. Minimum pay for a trip that is rescheduled shall be the greatest of the following:

   a. Flight pay (as defined in Section 2) in the rescheduled trip hour period; or

   b. Scheduled time in the original trip hour period; or

   c. Four and one-half hours per duty period for the entire trip for multiple duty period trips, or four hours per duty period for single duty period trips; further, a pilot shall be credited for pay purposes with one additional duty period (four and one-half hours) for each scheduled away-from-domicile layover that exceeds a continuous 22-hour period; or

   d. One hour’s flight time credit for each 4.20 hours elapsed time away from his base.

3. On a reserve day in which a relief lineholder is not required to report for duty, he shall be paid and credited four hours.
E. Month-to-Month Hourly Credits

When a trip or series of trips commences in one schedule period and ends in the following month, all the hours flown in the first month will be credited to the first month. The remainder of the hours flown and any additional credited hours will be credited in the next month.

F. Retirement Month Guarantee

Regardless of the number of hours in his bid line and/or the number of trips on his bid line he is eligible to fly, a pilot who is retiring shall receive as a minimum guarantee for his last month of service, compensation equal to the minimum monthly guarantee at the rates set forth in this Agreement. The pilot may elect to receive this minimum monthly retirement guarantee in a single lump-sum payment or in his normal semi-monthly payments.

G. Preferential Bidding System Letter of Agreement

Upon and as part of implementation of the Preferential Bidding System (“PBS”), Sections 4.C and 4.D shall be superseded and replaced by the applicable terms of the PBS LOA.
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Section 5
Expenses

A. Lodging

1. The Company shall provide comfortable, safe, and adequate single occupancy lodging for pilots:
   a. at all layover stations;
   b. while assigned to training away from their base, overnight;
   c. while assigned as Training Pilots away from their base, overnight;
   d. while assigned to upgrade or transition training in their base if requested by the pilot;
   e. assigned/awarded a temporary position out of domicile.

2. Such facilities shall meet the following jointly established Hotel Minimum Standards:
   a. Hotel Services
      1) Courtesy car/van transportation as provided in Section 5.C.
      2) 24-hour front desk operation
      3) Expedited check-in/checkout procedures
      4) Reliable message service
      5) Reliable wake-up service
      6) Suitable housekeeping services
7) On-premises restaurant, room service, van service to restaurants or within walkable proximity to acceptable chain restaurants, e.g., Applebee’s or Chili’s.

8) If there is no full-service, on-premises restaurant open and available to pilots for early morning departures, the hotel shall provide either a brown bag snack or a selection of snack items.

9) One-year contract with standard 30-day cancellation notice by either party unless the hotel is located in a seasonal destination.

10) Acceptable cost.

11) Unlimited complimentary high-speed Internet access both in-room, if the hotel has the connectivity to provide such, and in the business center. Such Internet access shall be provided to all crewmembers at no cost with all new hotel contracts or renewal of current contracts.

b. Security

1) Hotel located in safe area, patrolled by police and/or private security.

2) Entrances to hotel limited and secured.

3) Well-lit hallways.

4) Sprinklers and smoke detectors in guest rooms.

5) Adequate security of door to guest rooms (i.e., chain lock, dead bolt, key lock, and/or peep hole).

c. Location

1) Within reasonable distance from airport.
2) Safe neighborhood for walking

d. Rooms

1) Single rooms with double, queen, or king-sized beds

2) Clean and neat

3) Adequate size

4) Linen and towels changed daily and before each occupancy

5) Pillows, comforters, and mattress pads changed every 30 days

6) Air conditioner and heater filters changed every 30 days

7) Shower with tub

8) Complimentary long distance access, 800 numbers, and local calls. Data ports if available.

9) Cable television

10) Hair dryer, coffee maker, or complimentary coffee, iron and ironing board

11) Rooms on the second floor or above if possible, away from traffic, parking lots, elevators, and ice machines

12) Nonsmoking rooms. Subject to availability, smoking rooms available upon request.

e. Preferred Items

The Company will make its best efforts to obtain the following:
1) Free van service to nearby shopping malls, theaters, restaurants, health clubs, etc.

2) Airline discounts of 20 percent or more in restaurants and lounges

3) Check-cashing privileges of at least $20

4) ATM on premises or at a nearby location

5) Complimentary holiday meal and holiday events for crews

6) Close proximity to historical and cultural attractions

7) Complimentary toiletries

8) Recreation facilities: swimming pool, exercise room, etc.

9) Close proximity to shopping, entertainment

10) Disaster (e.g., hurricane, earthquake, etc.) preparedness plan

11) Room assignments and room key distribution in hotel van on the way from the airport to the hotel

12) For charter operations, the items listed in A.2.a.8, A.2.a.9, A.2.d.1, and A.2.d.10 shall be preferred items

3. It is understood that these “Hotel Minimum Standards” may be modified with the mutual agreement of the Company and the Association Hotel Committee. The Company will make every effort to find facilities that are in compliance with the minimum standards as set forth above based on availability during charter operations.
4. Hotel facilities shall generally be located at or near the airport. However, any layover scheduled for 18 hours or more block-in to block-out shall be located in a metropolitan area served by that airport or in an alternate location in a mutually agreed upon comparable hotel.

5. A pilot will not be required to provide a credit card or cash deposit for incidentals upon check-in, as long as the Company is not required to provide additional security as a result. It shall be the responsibility of each pilot to ensure that all hotel charges not properly billed to the Company—such as meals, personal phone calls, in-room movies, etc.—are cleared prior to departure from the hotel. Pilots will also make reasonable efforts to resolve any disputed charges.

6. A pilot who is scheduled or rescheduled for a layover of five hours or more, (block-in to block-out) within a duty period, is entitled to a single occupancy hotel room at an established crew hotel reasonably close to the airport. For scheduled or rescheduled layovers between four and five hours (block-in to block-out), the Company shall make available either a suitable crew rest facility or a double occupancy hotel room at an established crew hotel reasonably close to the airport.

7. Prior to the consummation of any contract with any hotel facilities, the Association Hotel Committee shall have the opportunity to inspect and reject a particular facility should it not meet the jointly established hotel minimum standards. The Hotel Committee shall have access to the hotel’s housekeeping and maintenance schedules and latest quality assurance reports. The Company shall also provide the proposed rates for the hotel facility to the Association Hotel Committee chairman. If there is more than one hotel that meets the established criteria, and costs are substantially comparable, the Hotel Committee shall be allowed to select its choice.

8. The Company shall provide advance written notice to the chairman of the Association Hotel Committee, with a copy to the MEC chairman, whenever it intends to cancel a contract.
or enter into a contract with a new hotel concerning layover lodging for pilots. The Company shall provide a copy of the contract with the hotel facility to the Association Hotel Committee chairman within thirty days following its execution.

9. The Association Hotel Committee may request a change in existing layover facilities, explaining the reasons for the request. The Company shall review the request and inspect the facilities expeditiously, the results of which shall be reviewed with the Association Hotel Committee as soon as reasonably possible. To the extent possible, reviews and inspections of facilities should be conducted jointly.

10. When there is a change to an existing layover facility and no previously agreed to layover hotel exists, the Company will initiate a 90 day process to secure hotels. During the first 45 days of this process the Company will compile a list of hotels that meet the criteria for hotels contained in Section 5.A within the Company’s pricing parameters. During this period, the Association will also submit a list of hotels used by other ALPA-represented air carriers that meet these requirements within the Company’s pricing parameters. During the second 45 days ALPA and the Company will investigate and/or inspect possible hotels for selection. Under this paragraph, hotels located at or near the airport are subject to the Company’s pricing parameters for hotels located at or near the airport. Hotels located in a metropolitan area served by that airport or in an alternate location in a mutually agreed upon comparable hotel under Section 5.A.4 are subject to the Company’s pricing parameters for hotels located in a metropolitan area served by that airport or in an alternate location in a mutually agreed upon comparable hotel under Section 5.A.4.

11. When the Company negotiates and enters into an agreement with an approved hotel, it must include a provision that addresses over-booking or other unavailability issues. The hotel must provide transportation to an equal or better facility within reasonable proximity to the original hotel for instances of known or unforeseen unavailability.
12. Grievances under Section 5.A may only be brought by the Hotel Committee chairman and only on the subject of whether selections or changes in facilities meet the jointly established Hotel Minimum Standards and other standards in Section 5.A.

13. When the Company has not provided a required hotel room or such room is not ready at the time of check-in at the hotel, the pilot may call the Chief Pilot on duty to facilitate a reasonable request for alternate lodging.

**B. Per Diem Allowances**

1. Effective on the date of signing of the agreement, when a pilot is away from his permanent domicile, he shall receive $2.25 for each trip hour. On each anniversary of the signing of the agreement, the per diem amount shall be increased by two (2) cents. The hourly rate will be prorated for fractions of an hour.

2. When training is conducted away from his permanent domicile, the pilot will receive the hourly allowance stipulated in subparagraph 1 above for all time elapsed from his departure from his domicile for the purpose of training until his return to his domicile following training. Except as provided in A.1.d. of this Section, Pilots attending training in their domicile shall not receive per diem or lodging provided the training facilities are within a 10 mile radius of the airport reference point.

3. Fort Lauderdale–based pilots attending training in Miramar shall receive per diem for the period from check-in at FLL for van service until the drop-off time back at FLL, plus 30 minutes. A pilot who elects in-base lodging pursuant to paragraph A.1.d above shall not be eligible for the in-base per diem set forth in this paragraph.

4. A pilot assigned/awarded a temporary position schedule pursuant to Section 24.H shall receive lodging and per diem
as provided in paragraph B.1 above for each calendar day of the month assigned to such position, excluding any calendar days in which he is on vacation or he returns to his home. This obligation shall also cease when the temporary assignment ends, and for periods during which the pilot has 48 consecutive hours or more time free from duty and the Company provides free transportation to and from the pilot’s domicile. If the pilot elects to return to his domicile or his home, he will check out of the hotel and notify Crew Scheduling to cancel his room.

5. Pilots ordered by the Company to duty involving circumstances of a special nature shall be paid all reasonable actual expenses incurred, as supported by receipts. These expenses will be in lieu of and not in addition to expenses provided by paragraph B.1 of this section.

C. Transportation

1. The Company shall provide suitable and safe transportation for pilots between the airport and their place of lodging when they are away from their domicile.

   a. For destinations such as Lima, Peru, where there is a known or potential threat to flight crews, the Company and the Association will meet and confer as to the need for an armed guard to accompany the crew during all travel between the airport and their lodging. If the parties do not reach agreement within seven days from the time the Association brought the issue to the attention of the Company as to whether there is such a need, the issue will be submitted within 14 days after the dispute arises for expedited arbitration before a neutral arbitrator, who shall render a bench decision.

   b. Upon request by the pilot, the Company will provide daily, scheduled van service for ground school and FTD training in Miramar for Fort Lauderdale–based pilots. The pickup time at FLL will be scheduled 45 minutes
prior to the start of ground school and return to FLL immediately after ground school. Pilots will coordinate arrangements with the training scheduler.

c. For pilots who are training in domicile but who do not live in their domicile, the Company will reimburse reasonable transportation costs between the airport and the training facility.

2. When transportation is not provided by the Company as set forth above, or where transportation is not provided at layover stations within 30 minutes after the block-in time of the operating crew, pilots shall be allowed actual expenses incurred for transportation between the airport and their place of lodging. The Company may require receipts to be submitted for any expenses for which reimbursement is made.

3. When assigned out of domicile, Training Pilots shall be reimbursed for reasonable, actual expenses associated with car rentals arranged by the Company or following Company guidelines away from their base.

4. A pilot assigned/awarded a temporary position schedule pursuant to Section 24.H shall receive transportation to and from his domicile and to and from the airport and lodging facility. If the pilot has 48 consecutive hours or more time free from duty, the Company shall provide, upon pilot request, free transportation to and from the pilot’s domicile.

5. Per diem expense reports must be submitted in accordance with published Company procedures and timelines in effect from time to time and posted on ESS, but in no event will pilots have less than 60 days to submit such expense reports. Expense reports not adhering to these procedures will not be processed and untimely submitted reports will be denied, provided that reports subject to timely grievances will be paid if the grievance is sustained.
D. Lodging for New Hires

The Company shall provide comfortable and adequate single-occupancy lodging for pilots attending new hire training.

E. Crew Meals

A pilot engaged in flight operations who, in his judgment, requires nutrition in order to remain fit for continued operations beyond the next arrival station shall be provided with sufficient time to obtain nourishment at such arrival station. Such judgment will not be reviewable or subject to inquiry unless, based on the circumstance, the Company believes it to be made in bad faith with the objective of interfering with operations.

F. Uniforms

1. The Company shall furnish required Company uniform insignias (for example, wings, epaulets, and/or emblems).

2. Pilots will purchase their initial uniform. Uniforms will be purchased through the Company’s approved vendor (hereafter “the Vendor”) and can be paid for through payroll deductions of equal amounts over a 12-month period.

3. The Company will provide uniform replacements from the Vendor for eight shirts, two pants, and two ties every 18 months due to normal wear and tear. Additionally, the Company will provide one blazer when a pilot upgrades and once every 36 months due to normal wear and tear. In lieu of the uniform blazer, a pilot may choose a leather jacket from Perrone Leather Apparel Inc. or a jacket of equivalent quality designated by the Company. The Company will not provide leather jackets based upon an upgrade in position. The Company will provide a replacement for the leather jacket every 72 months. The company will provide the base style leather jacket, that is, no upgrades for leather type or linings, etc. Any cost above the cost of the base style shall be paid through payroll deductions. Pilots who have purchased the Perrone or equivalent leather
jacket prior to reimbursement eligibility may submit an expense report (with receipt) at the pilot’s next 36-month anniversary. The pilot will be reimbursed at the cost of the base style leather jacket. The replacement date for another leather jacket will be 72 months from the date the pilot purchased the jacket (as indicated on the receipt).

4. In addition to subparagraph 3 above, any part of a uniform damaged while on duty (except due to the pilot’s negligence or misuse) will be promptly repaired or replaced by the Company. The pilot will notify the Chief Pilot’s Office if replacement or repair is necessary.

5. The Company shall provide direct billing with its Vendor. The Company shall endeavor to establish direct billing with other uniform vendors.

6. Pilots who are furloughed will have uniform deductions suspended. The unpaid balance shall not become due until recall, at which time payroll deductions shall resume.

7. The recommendations of the MEC shall be considered by the Company before making any change in style, color, or materials of uniforms. In the event the style, color, or material of any portion of the uniform is changed, the Company shall bear the cost of the new uniform item(s) for each non new hire pilot.

G. Parking

1. In the event adequate, secure, and free parking facilities for pilots are not available at the airport pilot domicile location, the Company will assume the monthly parking charge up to the amount assessed by the appropriate authority for such parking in an area designated for employees at the domicile. In lieu of Company-paid parking at their permanent domicile, pilots may elect to apply their permanent domicile parking allowance toward Company-paid parking at one other domicile of their choosing.
2. In addition to Company-paid parking outlined in G.1 above, parking authorization at the employee rate for a pilot at any other Company station, where otherwise allowed by the local airport authority, shall not be withheld. All associated costs and necessary paperwork for such parking are the responsibility of the pilot.

H. Crew Rooms

1. The Company shall provide a crew room at each domicile. The Company shall maintain such facilities to meet, at a minimum, the following standards:

   a. Clean and sanitary.

   b. Properly heated and ventilated.

   c. Adequate seating provided.

   d. Adequate storage for luggage, and coats.

   e. Access to the Company website and the crew scheduling system with printing capabilities. Access to other professional websites related to aviation (i.e., weather, flight planning) that are accessible without cost.

   f. Telephones in proximity to the crew room.

2. The recommendations of the MEC chairman or designee will be considered in determining the adequacy of any crew room. If there is a dispute as to whether a particular crew room meets the minimum standards set forth above, it shall be resolved by final and binding arbitration 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 20 days following the submission to the System Board and decided expeditiously no later than 40 days after submission, unless
the parties agree otherwise in writing. The parties agree to abide by any arbitration award that is issued.

I. Crew Rest Facilities

1. If the Company elects to establish a crew rest facility at a domicile, it shall be a pilot-only facility and shall meet, at a minimum, the following standards:

   a. Clean and sanitary.

   b. Properly heated and ventilated.

   c. Adequate reclining seating provided.

   d. Quiet.

   e. Dimly lit.

2. If there is a dispute as to whether a particular crew rest facility meets the minimum standards set forth above, it shall be resolved by final and binding arbitration 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 20 days following the submission to the System Board and decided expeditiously no later than 40 days after submission, unless the parties agree otherwise in writing. The parties agree to abide by any arbitration award that is issued.

J. Hotel Buyback

The Company may at its discretion continue the hotel buyback program and amend or change the guidelines. Pilots attending training may not participate in the Hotel Buyback Program and are not required to stay in the Company-provided hotel. The following procedures will apply to pilots on a layover. A pilot who elects to cancel his hotel room may be entitled to a rebate. This “Hotel Buyback” rebate program only applies to partici-
The list of participating hotels will be updated as necessary and published electronically by the Company. Any participation is solely at the discretion of the individual pilot. Rebates are subject to the terms and conditions of the following guidelines:

1. The pilot must call the established hotel cancellation number (866-966-8866) no earlier than 48 hours prior to the start of the pairing, but no later than 1400 (local time for the hotel city) the day prior to the scheduled overnight.

   **Example:**

   On Thursday, Nov. 18, Pairing D1526 has a report time of 1100 local and begins DTW to MCO, then continues MCO to ACY and has a scheduled layover in ACY starting at 1920 local.

   In order for a pilot of this pairing to receive a rebate in the Hotel Buyback Program, he may call as early as 1100 local on Tuesday, Nov. 16, but not later than Wednesday, Nov. 17, at 1400 (local time for the hotel city).

   When calling the established hotel cancellation number, the pilot will be prompted to leave a voice message and must provide the following information:

   Name, Employee ID number, Trip Pairing number, Hotel name, Date(s) of cancellation.

2. A pilot who cancels a hotel room is responsible for his own adequate FAR crew rest requirements. Should a pilot call out sick for his trip pairing after canceling the hotel room, he should advise Crew Scheduling to reinstate the room because the replacement pilot will likely require a hotel room. Pilots are responsible for any personal expenses incurred and associated with a hotel room cancellation (e.g., transportation to and from the airport, etc.).
3. A pilot who cancels a hotel room must call Crew Scheduling and provide a temporary telephone number where he may be reached while on the layover. Crew Scheduling will make a notation in his master schedule that “no hotel is required.” The Hotel coordinator will retrieve voice messages and process requests on a daily basis. The pilot will receive a confirmation via crew messaging in CrewTrac and will be provided with a reference number to validate the cancellation. In return for the cancellation, the Company will refund the pilot $50 for each confirmed hotel cancellation. The Company will perform a monthly reconciliation of each pilot’s account and provide a copy to the pilot electronically. The pilot will not be entitled to a Hotel Buyback rebate if the hotel room cancellation is not made in a timely manner through the Hotel Coordinator as outlined above.

K. Other Expenses

1. The Company will reimburse a pilot for all passport application, renewal, and expedited renewal fees.

2. The Company will reimburse a pilot for Visa application fees charged by a foreign country when pilot duties require a Visa.

3. All expense reimbursement requests will be paid within 45 days of receipt. Approval or denial of any reimbursement request will be communicated to the pilot within 20 days of the reimbursement request. If the request is denied, the reason for the denial will be stated.

4. All reimbursements and allowances related to Section 6 Moving Expenses will be paid within 14 days of submission by the pilot of a Moving Expense Election Form.

5. The Company will provide, at no cost to the pilot, all vaccinations and immunizations recommended by the CDC (Center for Disease Control) for each region served by the Company, if requested by the pilot.
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A. Terms

(All references to eligibility refer to paragraph B of this section)

1. Duty Period Break

A pilot with less than two calendar days free from duty between his last assignment at his previous domicile and his first assignment at his new domicile may be eligible for a duty period break. A duty period break provides a duty-free period of two calendar days between a pilot’s last assignment at his previous domicile and his first assignment at his new domicile, or two nights Company-paid stay at a Company-approved hotel, in order to facilitate his reporting to the new domicile. Eligible pilots will choose one of these options and coordinate this benefit with the Chief Pilot’s Office.

2. Broken Lease Payment

The Company will fully reimburse eligible pilots for a broken lease payment if a penalty is incurred for a broken lease of a Principal Residence or a broken lease of a secondary dwelling, (e.g., house, apartment, condominium, or “crash pad”). The Company may require documentation of the penalty.

3. Company Paid Move

An eligible pilot may elect a Company paid move and have his household goods moved at Company expense from his Principal Residence (i.e., the home address on the pilot’s most recent federal and state income tax returns, unless the pilot can demonstrate an actual move of his Principal Residence after the tax filing) located outside a radius of 200 miles to within a radius of 200 miles of his awarded domicile if the pilot chooses to move and legally changes his Principal Residence with the Company for all purposes including
state taxation. If the awarded domicile is outside the state of Florida, a 100-mile (AAA) limitation will apply. If the pilot elects a Company paid move, he will be limited to 18,000 pounds of household goods and the Company shall engage and compensate a reputable moving company to move such household goods from the pilot’s Principal Residence to his new Principal Residence. In addition, the Company will pay mileage for up to two vehicles at the current corporate rate per mile, or 54 cents per mile per vehicle, whichever is greater, from the pilot’s Principal Residence to his new Principal Residence, regardless of whether the pilot drives or ships the vehicles. The pilot will be responsible for coordinating with the Company to arrange for the moving company to provide packing, shipping, storage (for up to 60 days), delivering, and unpacking of all household goods. In addition, the cost of the move will include insurance to cover the replacement cost of damaged, destroyed, lost, or stolen household goods. Any additional weight in excess of 18,000 pounds will be transported at the pilot’s expense, at the same contracted rate if available.

4. Time Off for Moving

An eligible pilot will coordinate with the Chief Pilot’s Office to receive time off for moving. Time off for moving shall consist of eight consecutive days free from duty. The pilot will provide the Chief Pilot’s Office with two options of eight-day periods to be dropped and fully pay protected. The Chief Pilot’s Office will coordinate with Crew Scheduling to select from these options. This request must be made not less than 30 days in advance of requested dates, and the pilot shall be advised of the selection within seven calendar days of the request. Requests made with less than minimum notice will be granted subject to operational requirements.

5. Transfer Allowance

An eligible pilot will be entitled to a transfer allowance of $2,500.
6. Company Travel Passes

The Company will provide one-time, one-way positive space travel on Spirit to an eligible pilot and to his dependents for the purpose of relocating the pilot and his dependents from the pilot’s existing Principal Residence to his new Principal Residence.

B. Eligibility

Pilots awarded a domicile incident to initial employment (i.e. a new hire pilot) or a pilot awarded a domicile less than fifty (50) AAA miles from their previous domicile are not eligible for moving expense benefits.

The following pilots shall be considered as transferred at Company request and the Company shall provide the following reimbursements and/or benefits:

1. Involuntary or Voluntary Displaced Pilots. An involuntary or voluntary displaced pilot is eligible for the benefits under either a or b:

   a. Company Paid move

      1) Pay-protected duty period break

      2) Broken lease payment

      3) Time off for moving

   b. Transfer allowance

      1) Pay-protected duty period break

      2) Broken lease payment
2. Vacancy Award

A pilot awarded a posted vacancy in a domicile different from his previous domicile is eligible for a duty period break (no pay protection).

C. Time Limit

Pilots shall have one year from the effective date of the associated bid award to complete the move, submit for reimbursement, and be eligible for the benefits detailed in Section 6 Moving Expenses. Extensions to the one-year period will be considered on an individual basis and will not be unreasonably withheld. All reimbursements and allowances will be paid within 14 days of submission by the pilot of a Moving Expense Election Form.
Moving Expense Election Form

This is the only approved Moving Expense Election Form. It shall not be altered without the consent of the Association. Use this form to elect a moving expense option. Your rights are detailed in Section 6 in conjunction with Section 24 of the CBA.

Pilots shall have one year from the effective date of the associated bid award to complete the move, submit for reimbursement, and be eligible for the benefits detailed in Section 6 Moving Expenses. Extensions to the one-year period will be considered on an individual basis and will not be unreasonably withheld. All reimbursements and allowances will be paid within 14 days of submission by the pilot of a Moving Expense Election Form.

Note: Pilots awarded a domicile incident to initial employment (i.e. a new hire pilot) or less than 50 AAA miles from their previous domicile are not eligible for moving expense benefits. To be eligible for a Company Paid Move, a pilot must choose to move his Principal Residence located outside a radius of 200 miles to within a radius of 200 miles of his awarded domicile and legally change his Principal Residence with the Company for all purposes including state taxation.

If the awarded domicile is outside the state of Florida, a 100-mile (AAA) limitation will apply.

The following pilots shall be considered as transferred at Company request and the Company shall provide the following reimbursements and/or benefits:

A. Involuntary displaced pilots and voluntary displaced pilots may make one moving expense election below.

1. ☐ Company Paid move (CBA 6.A.3) Pilots making this election are also eligible for:
   Pay-protected duty period break (CBA 6.A.1), and Broken lease payment (CBA 6.A.2), and Time Off for Moving (CBA 6.A.4)
2. □ Transfer allowance (CBA 6.A.5) Pilots making this election are also eligible for:
Pay-protected duty period break (CBA 6.A.1), and Broken lease payment (CBA 6.A.2)

B. Vacancy Award

Pilots awarded a posted vacancy in a domicile different from their previous domicile are eligible for a duty period break without pay protection (CBA 6.A.1).

Name (print) ___________________ Signature __________________

Reduction/Vacancy bid # __________ Employee # __________

Previous Domicile _______________ Awarded Domicile ____.
A. Vacation Accrual

1. Pilots shall accrue vacation beginning with their date of hire except where otherwise provided in this Agreement.

2. A pilot will accrue vacation on a prorated basis in his first year of employment. The amount of vacation accrued will be based on the month in which he is hired in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Date of Hire</th>
<th>Number of Hours Credited</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/01 – 1/31</td>
<td>28.0</td>
</tr>
<tr>
<td>2/01 – 2/28</td>
<td>25.67</td>
</tr>
<tr>
<td>3/01 – 3/31</td>
<td>23.33</td>
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<td>10/01 – 10/31</td>
<td>7.0</td>
</tr>
<tr>
<td>11/01 – 11/30</td>
<td>4.67</td>
</tr>
<tr>
<td>12/01 – 12/31</td>
<td>2.34</td>
</tr>
</tbody>
</table>

3. The vacation year is defined as the calendar year, January 1 through December 31.

4. Once a pilot’s term of employment continues past January 1 of a calendar year, his vacation accrual rate shall be:
   a. During a pilot’s first full calendar year of employment and continuing through his fourth full calendar year of employment, he shall accrue 4.67 hours of vacation per
month (56 hours per year), and he shall be eligible to take two vacation periods in the next calendar year pursuant to the annual vacation bidding.

b. During a pilot’s fifth full calendar year of employment and continuing through his ninth full calendar year of employment, he shall accrue 7.0 hours of vacation per month (84 hours per year), and he shall be eligible to take three vacation periods in the next calendar year pursuant to the annual vacation bidding.

c. During a pilot’s 10th full calendar year of employment and continuing through his 14th full calendar year of employment, he shall accrue 8.17 hours of vacation per month (98.0 hours per year), and he shall be eligible to take three vacation periods in the next calendar year pursuant to the annual vacation bidding.

d. During a pilot’s 15th full calendar year of employment and continuing through his 19th full calendar year, he shall accrue 9.33 hours of vacation per month (112.0 hours per year), and he shall be eligible to take four vacation periods in the next calendar year pursuant to the annual vacation bidding.

e. During a pilot’s 20th full calendar year of employment and continuing through his 24th year, he shall accrue 10.5 hours of vacation per month (126.0 hours per year), and he shall be eligible to take four vacation periods in the next calendar year pursuant to the annual vacation bidding.

f. During a pilot’s 25th full calendar year of employment and continuing for the duration of the pilot’s employment, he shall accrue 11.67 hours of vacation per month (140 hours per year), and he shall be eligible to take five vacation periods in the next calendar year pursuant to the annual vacation bidding.
### Full calendar year of service (accrual year)

<table>
<thead>
<tr>
<th></th>
<th>Monthly accrual rate in the accrual year (in hours)</th>
<th>Number of one-week vacation periods eligible to take in the next calendar year (vacation year)</th>
<th>Total annual accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>4.67</td>
<td>2</td>
<td>56</td>
</tr>
<tr>
<td>5th</td>
<td>7.0</td>
<td>3</td>
<td>84</td>
</tr>
<tr>
<td>10th</td>
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<td>15th</td>
<td>9.33</td>
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</tr>
<tr>
<td>20th</td>
<td>10.5</td>
<td>4</td>
<td>126</td>
</tr>
<tr>
<td>25th</td>
<td>11.67</td>
<td>5</td>
<td>140</td>
</tr>
</tbody>
</table>

5. A pilot on inactive status (except military, jury, bereavement, Association, and sick leave) 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. A pilot’s rate of accrual (i.e., accruing 4.67 hours per active month from calendar years 1 through 4, etc.) shall not be affected by periods of inactive status less than one full calendar year.

6. Prorated vacation accrual shall be calculated on a monthly basis. The monthly accrual shall equal 1/12th of the annual accrual.

7. The Company shall report a pilot’s vacation accrual balance and usage in the current month on the Company-designated electronic platform.

### B. Annual Vacation Bidding

1. No later than September 15 of each year, the Company will publish a list by seniority order showing the projected vacation balance that will be accrued by each pilot as of the end of the calendar year.
2. Once a pilot’s term of employment continues past January 1 of a calendar year, each pilot will, in the annual vacation bidding, bid for a vacation period(s) based on the list described in paragraph A.4.

3. A pilot who has accrued 11.67 or more hours pursuant to paragraph A.2 above will be eligible to bid a vacation period to be taken in the first full calendar year of service. The hours must be used consecutively. Alternatively, the pilot may take floating vacation days pursuant to paragraph D below. A pilot who has accrued less than 11.67 hours pursuant to paragraph A.2 will not be eligible to bid a vacation period, but may take floating vacation days pursuant to paragraph D below.

4. A vacation period for bidding purposes will consist of seven consecutive days. Each vacation period will commence on Sunday and end on the following Saturday. The first vacation period shall commence on the first Sunday in January. Vacation periods shall continue thereafter in consecutive seven-day periods. The last vacation period of the year will commence on the last Sunday of the year and may continue into the following year.

5. No later than September 30 of each year, the Company and the Association Scheduling Committee Chairman or his designee will meet and jointly construct the vacation week allotments. Should consensus not be reached, the Company will have the right to implement its vacation allotments. No later than October 7 of each year, the Company will post a vacation bid package, by position, covering the ensuing calendar year. There shall be sufficient vacation periods published to accommodate all known vacation for the ensuing year. Bidding will commence no later than October 12.

6. Pilot vacation awards will be granted in seniority order on a round-by-round basis and with respect to the position a pilot holds on November 1. Bidding will be in five separate rounds. In each round, bidding and awarding will take place as set forth in the timetable below. Awards for each round
may be published on Electronic Shift Trade. The timetable shall be as follows:

a. Round One: The bid period opens at noon on October 12 and closes at noon on October 18. The results will be published at noon on October 19.

b. Round Two: The bid period opens at 12:01 p.m. on October 19 and closes at noon on October 26. The results will be published at noon on October 27.

c. Round Three: The bid period opens at 12:01 p.m. on October 27 and closes at noon on November 3. The results will be published at noon on November 4.

d. Round Four: The bid period opens at 12:01 p.m. on November 4 and closes at noon on November 10. The results will be published at noon on November 11.

e. Round Five: The bid period opens at 12:01 p.m. on November 11 and closes at noon on November 14. The results will be published at noon on November 15.

f. Final and complete annual vacation bid awards will be published on November 16.

7. A pilot shall bid and use his accrued vacation. A Pilot may place his name on the X or Y List if he wishes to fly during his vacation period.

8. In the event a pilot does not submit a vacation bid, the Company will assign vacation weeks to the non-bidder after all vacation is awarded to the pilots who have bid, i.e., after the fifth and final round of bidding.

9. Pilots who are eligible to bid more than one vacation week retain the option to bid consecutive weeks in one bid period. Vacation weeks must be consecutive in order to bid more than one week in one bid period. Consecutive vacation
weeks will be awarded in seniority order. A pilot may have to bid a single week in the event he does not have the seniority to hold consecutive weeks. If a pilot bids and is awarded consecutive weeks, the pilot will not be allowed to bid in the next round(s). He will have to “sit” out a round before he can bid again. For example, if a pilot bids for and is awarded a block of three consecutive weeks of vacation in Round One, he will not be eligible to bid in Rounds Two and Three. If he is eligible to take a fourth week of vacation, he may bid for his fourth week in Round Four.

10. A pilot who voluntarily changes position (status, category, or domicile) must drop his assigned vacation for the vacation position into open vacation and shall rebid vacation from open vacation in his new position. In the event there is no open vacation available for bid in the new position, he shall be allowed to carry over his vacation hours to the next year. A pilot who is displaced shall retain his original vacation bid award.

11. The Company shall not schedule a pilot’s training during his vacation without his consent. If a pilot consents, he may select a vacation from open vacation time available during the current year, use the vacation period as floating vacation, or carry over his vacation hours to the following year.

12. A pilot awarded a regular or reserve schedule shall, within 24 hours after initial bids are awarded, be allowed the option of shifting his assigned vacation period by three days from the scheduled starting date of his vacation. Shifts will be awarded on a seniority basis, except that a pilot may not shift into a trip not previously affected by the pilot’s vacation bid resulting in a new trip drop—without the prior approval of Crew Scheduling.

C. Monthly Vacation Bid

1. The monthly schedule awarded to a pilot who has a vacation period(s) will be adjusted pursuant to Section 25.
2. Vacation periods that become available due to resignations, terminations, leaves of absence, position changes or trades with open vacation will be placed in open vacation and made available for bid or trade by pilots within the same position in seniority order unless the Company reasonably anticipates that it will be necessary to postpone vacations in those periods.

3. Monthly requests to trade with open vacation must be submitted via Electronic Shift Trade not later than the 5th of the month preceding the month in which the vacation period(s) is scheduled or requested. A pilot who voluntarily trades a vacation period(s) with open vacation must concurrently pick up another available period(s) within the same calendar year.

4. A pilot may not bid or trade for a vacation period that, if awarded, would create a conflict with his previously scheduled training or for a vacation period in which the Company is postponing vacation for that pilot’s position.

5. Vacation bids and trades with open vacation shall be awarded in seniority order.

6. A pilot may bid and be awarded a relief line during the month in which he was awarded a vacation period subject to the following conditions:

   Company duty may be placed on vacation days. Vacation days will count toward the minimum number of days off. Vacation days will be paid above guarantee at a rate of 4 credit hours per vacation day. The maximum monthly block build will not be reduced by the number of vacation credit hours.

   Example 1: A pilot with seven days of vacation within the bid month will be paid 28 hours above guarantee from his vacation bank.
Example 2: A pilot with three carry-in vacation days would be paid 12 hours above guarantee.

7. Relief lineholders may also bid for floating vacation as provided in Section 7.D.

D. Daily Floating Vacation/Mandatory Float Vacation

1. A pilot who is eligible to bid more than one vacation period may use one of his vacation periods (calculated at 28.0 hours) on a floating day(s)-at-a-time basis. One vacation period shall equal seven floating vacation days. The pilot may designate by September 30 of each year that the seven floating vacation days be paid on the second designated payday in November of that year, or used as floating vacation throughout the following year.

2. Pilots may request floating vacation time at any time during the year. Bidding and awarding of floating vacation will be conducted with the same timeline as the bidding and awarding of daily open time as provided in Section 25. The Company agrees to maintain, on a rolling 12-month cumulative monthly average, no less than 12 percent reserve coverage per seat, per aircraft-type system-wide at the time of the publication of the final schedule. The Company reserves the right to deny vacation requests as a result of a declared irregular operation as defined in the Irregular Operations Procedures Manual. The Company will notify the ALPA Scheduling Committee chairman of all declared irregular operations. Requests must be submitted electronically. If a floating vacation request is denied, scheduling will provide in writing the specific operational reason for the denial.

a. Should a float vacation request be denied, a pilot may designate a float vacation request as a Mandatory Float Vacation (MFV).

b. A pilot may make an MFV request for any number of contiguous reserve day(s) or trip(s). A pilot shall not
be granted an MFV request more than once every 12 months. The pilot must make the MFV request at least seven days in advance of the requested time off. The MFV cannot be requested during any blackout period in paragraph 2.d, below. A pilot requesting MFV must have adequate time in his vacation bank to cover the requested trip.

c. The Company will grant one MFV request per Position per time period regardless of minimum reserve coverage. If the Company receives multiple MFV requests for the Position during the same time period, the most senior pilot’s MFV request shall be granted. For the purposes of this section, “time period” means a greater than one-day overlap of MFV requests.

Example 1:

Pilot A requests an MFV for a Mon, Tue, Wed trip. Pilot B requests an MFV for a Wed, Thurs, Fri trip. Both MFV requests shall be granted since the overlap is limited to one day.

Example 2:

Pilot A requests an MFV for a Mon, Tue, Wed trip. Pilot B requests an MFV for a Tue, Wed, Thurs trip. The most senior pilot’s MFV shall be granted due to the overlap exceeding one day.

d. For the purposes of MFV only, the following blackout dates apply:

Transition (the first three days of every bid month)
Dec 23–31
Three days prior to and the three days after Easter Sunday
Nov 20–30
3. Trips will not be split to accommodate floating vacation days without Crew Scheduling’s concurrence.

4. A pilot who has accrued vacation pursuant to paragraph A.2 may take 100 percent of his vacation days as floating days during his first full calendar year of service.

5. A pilot shall make every reasonable effort to request floating vacation during periods in which it is reasonably anticipated that floating vacation will be available.

6. A pilot may carry over 28.0 hours of unused floating vacation days to the following year.

7. Twice per calendar month, a pilot may ask for and receive one floating vacation day on a scheduled day off. This floating vacation day will be called a Guaranteed Floating Day (GFD). The GFD will be paid at a rate of four hours per day (straight pay only). A maximum of eight hours per month will be deducted from a pilot’s vacation bank.

8. In the event a pilot’s floating vacation request is denied, a pilot may ask for and receive pay in lieu of floating vacation day(s) for the trip associated with the denied floating vacation request. The pilot will be paid at a rate of 200 percent of the credit value of the trip. The Company will deduct 100 percent of the credit value of the trip from the pilot’s vacation bank. A pilot must have sufficient vacation hours in his bank to cover the entire trip.

E. Vacation Postponements

1. The Company may not cancel a pilot’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 for such postponement, the Company may make such postponements mandatory.
2. Voluntary postponements shall be awarded in seniority order. Involuntary postponements shall be awarded in reverse seniority order by position.

3. Pilots whose vacations are postponed may select a vacation from open vacation time available during the current year or carry it over as unpostponable vacation 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 carryover cap. In no case will a pilot’s vacation be postponed two years in a row (i.e., if a pilot has vacation postponed to the following year, all of the vacation in the following year is unpostponable). The chief pilot will provide the pilot with documentation that his vacation has been postponed and that the vacation credit may be carried over to the following year.

4. A pilot 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 that are unrecoverable due to the postponement. The pilot will be required to provide documentation of such losses.

F. Vacation Pay

1. All trips that overlap a vacation period will be considered dropped in their entirety. Except as provided in paragraph F.2, a pilot will be credited his pay for all dropped trips up to the total vacation credit available. Any remaining dropped time is unpaid. (For example, dropped time for which no vacation credit is available and that takes the pilot’s time below his minimum monthly guarantee shall cause the guarantee to be reduced on an hour-for-hour basis by the number of hours the drop causes the pilot to go below guarantee). In lieu of pay for trips missed, the pilot may elect to be paid 28.0 hours per seven-day vacation period. Any unused vacation credit will remain in the pilot’s vacation bank to be used to bid on monthly vacation or daily floating vacation.
Example:

The pilot’s final schedule contains 76 hours of credit. He has a seven-day vacation period in the month. There are 21 hours of flight credit overlapping the vacation period. If he elects trips missed, he will have 21 hours of vacation credit deducted from his bank, he will receive his 76-hour bid line credit, and he will have 7.0 hours of vacation credit left over in his bank. If he elects to receive 28.0 hours of pay, he will have 28.0 hours of vacation credit deducted from his bank, he will receive 83.0 hours credit (76 plus 7.0), and he will have no hours of vacation credit left over to be added to his bank for that vacation period.

2. Reserve days will be charged and credited at the rate of four vacation hours for each reserve day dropped for vacation.

3. A pilot who is furloughed, retires, dies, goes on a leave of absence anticipated to be more than six months, resigns with 14 days’ notice (unless verifiable circumstances prevent such notice), or is terminated shall receive pay for all vacation accrued up to the time of such event, including prorated monthly accrual at the rate of 1/12th of the pilot’s annual accrual, at the hourly rate applicable at the time of such event.

G. General

1. There shall be no changing of a pilot’s vacation schedule, except as provided in Section 7.E, or splitting of a vacation period without the consent of the pilot concerned.

2. No pilot will be required to take a vacation other than that awarded or assigned to him in accordance with this Section 7.

3. No pilot shall be required to keep the Company notified of his whereabouts while on vacation.

4. If a pilot becomes ill or injured while on vacation and such illness or injury requires hospitalization or surgery, the pilot
may postpone any remaining days in his vacation period and elect to receive sick leave/ disability for the remainder of the vacation period instead. The pilot shall notify the Company of the illness or injury as soon as possible. Such pilot may select from the remaining open vacation periods to reschedule the postponed vacation.

5. A copy of all vacation transaction forms will be e-mailed to the pilot after processing. If a pilot does not have e-mail, the vacation transaction forms will be placed in the pilot’s mailbox/v-file.

6. No pilot may carry vacation credit to the following year in excess of the guidelines below:

   a. All previous vacation credit accrued prior to DOS shall remain in the pilot’s vacation bank. Excluding the provisions of paragraph 6.b below, the maximum allowable vacation carryover credit during term of this Agreement shall be 28 hours.

   b. There shall be no carryover credit cap for vacation credit generated as a result of voluntary position changes (paragraph B.10), a training conflict (paragraph B.11), or vacation postponements (paragraph E.3). All carryover credit shall be calculated at 28.0 hours per week.

7. All requests for floating vacation will be submitted electronically via Electronic Shift Trade.

8. In order to take an awarded vacation week, the pilot must have a minimum of eight hours in his vacation bank. When a pilot takes an awarded vacation with less credit in his vacation bank than the value of trips missed, the resulting shortfall will be handled in accordance with paragraph F.1 of this section.

9. A pilot on full-time Association Leave who because of this duty is unable to use his vacation will be able to receive pay in
lieu of taking said vacation. The MEC Chairman or his designee will notify Crew Pay when exercising this provision.

H. Preferential Bidding System Letter of Agreement

Upon and as part of implementation of the Preferential Bidding System (“PBS”), Section 7.F shall be superseded and replaced by the applicable terms of the PBS LOA.
Section 8
Deadheading

A. Pay

1. When a pilot is required by the Company to deadhead on a flight, excluding training, the pilot will be credited at the rate of 100 percent of flight time based upon the greater of scheduled or actual time of the deadhead flight required by the Company.

2. When a pilot is required by the Company to deadhead on a flight, to and from training events, the pilot will be paid and credited at the rate of 50 percent of flight time based upon the greater of scheduled or actual time of the deadhead flight required by the Company.

3. If a duty period is only scheduled for deadheading, the period will be considered as a day of work.

4. Deadheading is considered part of the value of the trip with which it is scheduled. A deadheading assignment to and from training will be included in the construction of the training pairing.

5. Alternate Deadhead

a. Deadhead to Flight Duty

When the first scheduled leg(s) of a trip contains a deadhead leg(s) to flight duty, a pilot may request to utilize transportation from an alternate location to the flight duty point.

b. Deadhead from Flight Duty

When the last scheduled leg(s) of a trip contains a deadhead leg(s) from flight duty, a pilot may request to be released from duty prior to such scheduled deadhead.
Unless Crew Scheduling has a specific flight assignment to give the pilot at the time he arrives at the deadhead point, such request will be granted.

c. Deadhead to or from Training (excluding new hire training)

When the scheduled deadhead leg(s) is to or from training, a pilot 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.

d. A pilot who is authorized alternate transportation (released from a scheduled deadhead pursuant to paragraphs A.5.a through .c above) shall receive the pay and credit for the deadhead for which he was originally scheduled.

e. A pilot may waive non–FAA-required duty and rest provisions of Section 12 in order to accomplish a pilot-requested deadhead to or from duty. The Company may inform the pilot of his option to waive the non–FAA-required duty and rest provisions of Section 12 prior to the Company making arrangements for transportation, hotel, or Company deadhead. In the event the pilot chooses to waive but is unable to arrange an alternate deadhead, the Company will provide accommodations as if the waiver was not exercised.

B. Seating on Deadhead (Flying or Training)

1. When a pilot is assigned to deadhead to or from a flying or training assignment (as a Training Pilot or a trainee) on Company aircraft or other carriers, such deadhead shall be on a positive-space, must-ride basis. If such flight is full with revenue passengers, deadheading pilots and deadheading employees other than pilots, the pilots shall be assigned first to passenger seats and then, if the pilot consents, to the ACM.
2. A pilot deadheading on Spirit aircraft will be assigned a seat at the time the deadhead is initially awarded to the pilot, as provided below.

   a. The seat assigned will be a window or aisle seat if available at the time of the assignment or, if such seats are not available, the seat assigned will be as far forward as possible. This priority does not include the big front seats or emergency exit row seats, but includes, subject to the requirements of the Americans with Disabilities Act, the row of seats immediately behind the big front seats. Only seats that have already been purchased and assigned to revenue passengers or occupied by a senior manager or above traveling positive space will be considered unavailable.

   b. For deadhead segment(s) to flight duty totaling three or more scheduled block hours, a pilot will be assigned an exit row seat (window/aisle, middle seat, in that order) if available at the time the deadhead is initially awarded. Should all exit row seats be unavailable at the time the deadhead is initially awarded, the pilot will be assigned a seat in accordance with B.2.a above.

   c. The pilot’s seat assignment will not be changed by the Company after it is assigned except pursuant to 8.B.4. After the initial booking, pilots will have the ability to review and change seat assignments, consistent with the foregoing, on the Company’s website.

3. If a pairing containing the deadhead is dropped, swapped, traded or otherwise assigned following its initial award to a pilot, the seat assignment associated with that deadhead will be provided to the pilot who has picked up or is assigned the pairing containing the deadhead at least three (3) full calendar days prior to the deadhead flight if he has the pairing at that time. If a pilots picks up or is assigned the pairing containing the deadhead thereafter, the seat assignment will be provided prior to the departure time of the deadhead flight.
4. Deadheading pilots will be upgraded at the gate to premium seats that remain available (big front seats and exit-row seats [window/aisle, middle], in that order). Seating assignments shall be made in first-come, first-serve order when two or more pilots are deadheading on that flight.

5. A pilot deadheading on Spirit aircraft will be allowed to board in the first boarding zone. Pilots also will be able to print their boarding passes following assignment and as permitted by the Company’s general boarding rules.

6. When a pilot is deadheading to his domicile on other carriers, such pilot shall be provided the first reasonably available flight following the completion of his assignment.

7. The Company will utilize the services of a scheduled FAR Part 121 airline for all deadhead legs.

8. A pilot deadheading on Company aircraft will report to, and receive a boarding pass at, the departure gate, unless boarding passes can only be printed at the ticket counter.

C. Surface Deadheading

1. All surface transportation must be safe, clean, and heated or air-conditioned as the climate dictates.

2. When the Company requires that deadheading be by surface transportation, a pilot will be paid and credited with one hour of flight pay and credit at his applicable rate for each two hours of scheduled surface deadhead time computed on the basis of AAA mileage at 43 miles per hour.

3. A pilot shall always be a passenger on scheduled surface deadheading.

4. A pilot may be required to operate a rental vehicle for unscheduled surface deadheading. The Company shall provide
full personal comprehensive, collision, and liability insurance for all pilots operating such vehicle.

5. Flight crews will not be required to share surface transportation with passengers.

D. Deadhead time will not be considered as flight time for purposes of flight time limitations. Deadhead time will not be considered as rest for purposes of rest requirements, but will be considered duty time for purposes of duty time limitations.
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Section 9
Training Pilots

A. General

The provisions of this section are applicable to all Training Pilots. In addition, the scope of training performed by Management Pilots and Full-time Instructors is subject to the limitations of Sections 9.B.2.d. and 10.J. Except as otherwise provided for in this section, all pilots included herein will be governed by appropriate sections of this Agreement. There shall be a master list of current Training Pilots that shall be provided to the MEC Chairman or his designee when there is any change to the master list.

B. Definitions

1. Terms defined in Section 2 shall apply.

2. In addition, the following terms shall apply:

   a. Training day: A calendar day in which a Training Pilot performs a training assignment (including required deadhead) or is away from domicile as required to perform a training assignment.

   b. Training Assignment: Any training assignment specified under Compensation within this Section 9.

   c. Double: Two simulator and/or FTD assignments in one training day.

   d. Full-time Instructor: A full-time salaried employee not necessarily on the Spirit Airlines Pilot Seniority List designated by the Company to perform ground training functions pursuant to the Flight Operations Training Manual (FOTM), Revision Number 16-06, dated 11-15-16, including the New Hire/ Initial Equipment Ground and Flight Training Lesson Plan and Syllabus, Revision Number 18, dated 10-20-16. Full-time Instructors will
not perform flight training functions delineated in the FOTM, Revision Number 16-06, dated 11-15-16, including the New Hire/ Initial Equipment Ground and Flight Training Lesson Plan and Syllabus, Revision Number 18, dated 10-20-16. If a dispute arises regarding whether new training functions not delineated in the FOTM, Revision Number 16-06, dated 11-15-16, including the New Hire/ Initial Equipment Ground and Flight Training Lesson Plan and Syllabus, Revision Number 18, dated 10-20-16, are properly considered ground or flight training, conferences shall be initiated by either the Company or the Association. Conferences shall begin within 15 days after the request has been made for such conferences unless otherwise mutually agreed upon between the Company and the Association. If no resolution of the dispute is reached within 60 days of the first conference, it may be submitted by either party to final and binding arbitration in accordance with Section 21 or the Modified System Board of Adjustment Process Letter of Agreement, with the mutual agreement of the parties. The arbitrator shall be selected by the parties or, in the event of failure to agree on a neutral, from a panel of five neutrals provided by the National Mediation Board.

e. Training Pilot: A pilot on the Spirit Airlines Seniority List who is not a Full-time Instructor as defined above, selected by the Company to perform training and/or qualification functions in the training department.

C. Training Pilot Selection and Qualification

Training Pilots conduct initial, upgrade, recurrent, and requalification training as delineated in the Spirit Airlines approved training program. When the Company requires additional Training Pilots or Full-time Instructors, vacancies will be posted to allow all pilots on the Spirit Airlines pilot seniority list to express an interest. Check airmen shall be selected from the non-probationary captains.
1. Training Pilots will be selected by a committee composed equally of Company and ALPA representatives pursuant to the following:

   a. The committee will be made up of the following participants:

      1) Three Company representatives selected by the vice president of Flight Operations; and

      2) Three ALPA representatives selected by the MEC.

   b. Training Pilots will be selected by a majority vote pursuant to the following:

      1) The standards by which Training Pilots are selected will include demonstrated achievement and overall ability to provide superior instruction.

      2) In the event of a deadlocked vote, the selection will be made by the vice president of Flight Operations.

    The process described in item 1 above will be applied for all purposes associated with the selection of Training Pilots. The Company reserves the right to determine which pilots will be on the list of current Training Pilots subject only to the input requirements set forth in item 1 above and the eligibility requirements set forth in 9.C above.

2. Except as provided in Section 9.O, all Training Pilots shall be selected from Line Pilots on the Spirit Airlines Pilots’ System Seniority List.

D. Compensation

1. Training Pilots shall be compensated at the flight hourly rates defined in Section 3.A, B, and C.2. Training Pilots shall be paid and credited for training assignments completed as follows:
<table>
<thead>
<tr>
<th>Training Assignment</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-flight Simulator (FFS) or Flight Training Device (FTD) session (including 4.0 hours of flight training and 1.5 hours briefing/debriefing)</td>
<td>5.5 hours, 4 hours minimum for partial or incomplete session</td>
</tr>
<tr>
<td>Cockpit procedures session (including 4.0 hours CPT training and 1.5 hours briefing/debriefing)</td>
<td>4.0 hours</td>
</tr>
<tr>
<td>Cockpit Systems Integration (CSI) (including 4.0 hours of training and 1.5 hours of briefing/debriefing)</td>
<td>5.5 hours, 4 hours minimum for partial or incomplete session</td>
</tr>
<tr>
<td>Operating experience (OE)</td>
<td>Per Section 3 and 4.D, plus hourly override</td>
</tr>
<tr>
<td>Line check</td>
<td>Per Section 3 and 4.D, except 5.5 minimum credit per duty period plus hourly override</td>
</tr>
<tr>
<td>One aircraft training period including briefing/debriefing</td>
<td>4.0 hours</td>
</tr>
<tr>
<td>Pre-oral session with no more than 4 trainees for no more than 4 hours</td>
<td>4.0 hours</td>
</tr>
<tr>
<td>Oral examination for type rating (maximum 2 applicants per oral exam session)</td>
<td>5.5 hours</td>
</tr>
<tr>
<td>Simulator type rating flight check per pilot</td>
<td>5.5 hours</td>
</tr>
<tr>
<td>Other training activities of less than 4 hours’ duration including training development</td>
<td>3.0 hours</td>
</tr>
</tbody>
</table>
## Training Assignment Compensation

<table>
<thead>
<tr>
<th>Training Assignment</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other training activities of 4 to 8 hours’ duration including training development</td>
<td>4.0 hours</td>
</tr>
<tr>
<td>Deadhead to/from domicile to training assignments (no pay for deadhead among FLL/Miramar/MIA)</td>
<td>Per Section 8.A.2</td>
</tr>
</tbody>
</table>

2. Compensation for other training assignments not addressed herein shall be determined by agreement of the Company and the MEC.

3. Training Pilots – Pay Overrides

   Training Pilots when performing training duties shall be paid an override in accordance with the following schedule:

   - **a. Ground Training Assignment**
     - $20 per hour
   - **b. Line Check Airman/IOE/OE Check Airman**
     - $27.50 per hour while performing IOE, OE, or line check from aircraft jumpseat
   - **c. Simulator Instructor/FTD Instructor**
     - $20 per hour
   - **d. Simulator Check Airman**
     - $27.50 per hour while performing simulator proficiency checks
   - **e. Aircraft Check Airman**
     - $35 per hour while performing aircraft proficiency checks
   - **f. Designated Examiner**
     - $50 per hour while performing type-rating events
g. When a line or IOE check airman performs initial aircraft training that includes landings in the aircraft, he shall be paid a $25 per hour override and a three-hour minimum.

h. Internal line observations or standardization observations performed from the jumpseat will be credited at a $30 hourly override.

i. The pay overrides of this Section are pay protected for the greater of scheduled or actual assignment in instances of rescheduled or canceled training assignments.

E. Guarantees

Training Pilots serving a full month of training assignments are entitled to the monthly guarantee per Section 4.A or four-and-one-half hours times the number of training days in the month, whichever is greater.

F. Hours of Service

1. Monthly training lines will be constructed with a minimum of fourteen (14) days off in a 30-day month, 15 days off in a 31-day month, and in accordance with Section 12.

2. Line IOE/OE check airman lines shall be constructed in accordance with Section 25.B.3.h.4. Line check airmen performing duties from the jumpseat, thereby not a required crewmember, shall be treated in accordance with the rest and duty requirements of Section 12, except that these limitations may be exceeded with the Line check airman's concurrence.

3. Simulator/FTD instructors, simulator check airmen, and designated examiners shall be limited to nine simulator/FTD sessions in any seven-day period. For Simulator/FTD instructors, the seven-day period may contain up to two doubles. For simulator check airmen and designated examiners,
the seven-day period may contain up to three doubles. The limitations of this paragraph are applicable to line construction only. Any block of training events containing both instruction and checking shall be limited to a maximum of two doubles. Training Pilots may waive the limitations in this paragraph when picking up open training events. In no event shall Training Pilots be allowed to conduct more than two Training Assignments in one calendar day.

G. Monthly Bidding and Scheduling Procedures

1. Prior to each bid period, the Company shall determine its requirements for check airmen, designees, and instructors to accomplish:
   a. OE, CPT, and/or FTD;
   b. Annual and random line checks, and/or line evaluations;
   c. Simulator checks and instruction;
   d. Ground instruction.

2. Training assignments for the bid period for Training Pilots only shall be developed as follows:
   a. After assigning Full-time Instructors, Spirit training will furnish a position bid listing for its anticipated personnel needs for the next ensuing month. This list will include a bidding priority list for Training Pilots.
   b. This bid will be published at noon on the 25th and close on the 30th, to be awarded the next business day preceding the month of activity (30 days in advance). For example, bids will be published on January 25 for training to be conducted in March.
   c. The position bid listing will include the number of check airmen, designees, and instructor positions available for
bid, respectively, the type of training function available, the location of the training, and other pertinent factors.

Example:

<table>
<thead>
<tr>
<th>Choice</th>
<th>Positions</th>
<th>Type of Training</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>CPT/FTD</td>
<td>FLL</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Sim/Instr. 320</td>
<td>ATL/MIA</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>Sim/Instr. 320</td>
<td>MIA</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Sim/PC 320</td>
<td>MIA</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Designees</td>
<td>MIA/ATL/PIT</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>GS/Inst./Rec/Initial</td>
<td>FLL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mixed Events</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>Some CPT some Sim/Instr. 320</td>
<td>FLL/MIA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Line/OE Check Airman line checks, random</td>
<td>System various</td>
</tr>
</tbody>
</table>

d. These positions will be bid system-wide by qualified instructors in seniority order, subject to the required rotation procedure described below.

e. The training position bid form may be e-mailed, or sent electronically.

f. A pilot may bid for training lines for which he is qualified and in order of preference if qualified in more than one area.

g. A pilot may note a preference for days off, which will be honored if possible.

h. Lines of training events will be built so as to honor day-off requests, and consecutive days of work as in Section
25.B.3.g.5. Line check airmen shall be assigned a line in accordance with the provisions of 25.B.3.h (relief lines); except that such assignment shall contain no reserve periods. Additionally, these duty periods will be credited at 5.5 hours per duty period plus applicable override. IOE/OE check airmen shall bid from lines of time built by the company in accordance with Section 25.B.1 (no more than 8 percent of total scheduled time withheld).

i. If, after the lines are built, there is more than one position needed, a second bid will take place with the senior pilot being awarded his choice of lines. These affected pilots must contact the Training Department scheduler to exercise this option. If, after the bids are awarded, any additional training events become open, they will be filled by general solicitation in seniority order of the qualified Training Pilots.

j. Training Pilots cannot be junior assigned to training assignments more than three consecutive months or more than six times in any calendar year (designees exempt). The Company must provide adequate staffing for all training positions.

k. A Training Pilot who performs training outside of his domicile will be eligible for deadhead, lodging and per diem expenses provided that he does not live in the domicile where the training will occur. For purposes of this Section, “live in the domicile” means the Pilot’s Principal Residence is within a 50-mile radius of the airport reference point.

H. Open Training Events

1. Open training events are any training events in open time after all training lines have been built or any training events that come up during the month. Open training events will be disseminated to all Training Pilots via e-mail for bid. Bids will be accepted at the e-mail specified in the bid posting.
The MEC chairman and Training Committee chairman shall be sent all open training events via e-mail. If ground training becomes open during the bid period, the Company will first assign such training to Full-time Instructors before placing it in open time for Training Pilots.

2. Bids will close 72 hours after posting via e-mail or 48 hours before the start of the training event, whichever is earlier. Open training events will be bid on by Training Pilots and awarded in seniority order. Training Pilots who bid and are awarded open training events are not eligible for deadhead, lodging or per diem expenses.

3. If no Training Pilot bids for the open event or if an event becomes open within 48 hours before the start of the training event, the event may be filled by solicitation or assignment. A Training Pilot assigned to an open training event outside of his domicile but who does not live in the domicile where the training will occur will be eligible for deadhead, lodging and per diem expenses.

4. These open events will be paid the applicable credit for the event listed in paragraph D.1 above plus the override as denoted in D.3 above.

5. In no event will any line/IOE/OE check airman functioning in a flying position be allowed to pick up trips, line checks, and/or IOE/OE flying that would cause him to exceed Section 25.B.3.h.4.

I. Rotational Requirement

1. Each Training Pilot must bid for a training position once each quarter.

2. Training Pilots shall have an opportunity to bid for monthly training lines and be awarded such lines on a rotational basis. A bidding priority list of Training Pilots will be published each month. Training Pilots may bid and monthly training
lines will be awarded to qualified Training Pilots in order of the priority listing. Each Training Pilot who is awarded a monthly training line for which he is qualified and has sufficient priority to hold, shall rotate to the bottom of the priority list for the following month.

J. Rescheduling

Training assignments may be rescheduled within any block of originally scheduled training days without restriction as necessary to complete required training, provided the report time on any day within the block is not changed by more than seven (7) hours. Training pilots not rescheduled by twelve (12) hours before the report time of the original training assignment will be automatically released from all duties for the day of the original assignment.

K. Vacation

A Training Pilot must notify the Training Department of any scheduled vacation during the bid period when submitting his training bid. The Company may elect to bypass a training bid if it is determined a pilot’s vacation will disrupt the training schedule. Vacation will be bid and handled in accordance with Section 7. All training events that overlap a vacation period will be considered dropped in their entirety. A pilot will be credited his pay for all dropped events up to the total vacation credit available. Any remaining dropped time is unpaid. (For example, dropped time for which no vacation credit is available and that takes the pilot’s time below his minimum monthly guarantee shall cause the guarantee to be reduced on an hour-for-hour basis by the number of hours the drop causes the pilot to go below guarantee). In lieu of pay for events missed, the pilot may elect to be paid 4 hours per dropped training day, or in the case of scheduled IOE/OE, trip credit, or 28.0 hours per seven-day vacation period.
L. Seniority

A pilot who transfers to a Training Pilot position will retain and continue to accrue seniority and longevity for all purposes.

M. Returning to Line Flying

Returning to line flying, including for Full Time Instructors selected from the Spirit Airline Pilot Seniority List, will be in accordance with Section 10.

N. Miscellaneous

1. If a pilot is furloughed, he may only be used as Training Pilot with MEC approval.

2. The MEC chairman or his designee shall, upon request, be provided with all pertinent information as it pertains to this section.

3. Before any contract training pilot is used, all available Training Pilots will be used.

4. In the event of a canceled training event, a Training Pilot will be available for other assignment in accordance with Section 9.J within any block of originally scheduled training days. A Training Pilot will be considered for other assignments in the following order: another training assignment of the same type as the one cancelled; any other training assignment; a flight assignment, but not reserve.

O. Temporary Training Instructor Relief

In the event the Company cannot reasonably meet its training needs because of rapid growth or a spurt in fleet size caused by acquisition of additional aircraft, the parties will meet for the purpose of negotiating temporary relief from the requirements of Section 9.C. Both parties will approach the issue in good faith with the intent of balancing the Company’s need for temporary
relief with the above limitations, but the Company cannot uni-
laterally impose such relief. However, in the event the parties re-
main in dispute over whether such relief is appropriate under the
above standard or the extent of the relief requested, the matter
may be appealed to and heard by the System Board of Adjust-
ment on an expedited basis per the procedures of Section 1.G.

P. Monthly Bidding and Scheduling Notification

The Company will post training schedules electronically. Pilots
affected by changes to the training schedule will be notified by
positive contact. Positive contact includes acknowledged phone
call, email, or text message.
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A. Pilots assigned to training, special projects or management positions shall retain and continue to accrue seniority and longevity.

B. A pilot who transfers to a Management Pilot position should make every reasonable effort to maintain his aircraft currency in compliance with all applicable FARs and Company training requirements; if such pilot fails to maintain currency, the Company shall notify the MEC Chairman.

C. A pilot returning from non-flying, training, special project or management duty may exercise his accrued seniority under this Agreement provided that such pilot meets all qualifications for the position to which he returns.

D. Normally, a pilot returning to line flying will do so at the start of a bid period. If he returns after the close of the monthly bid, he will be placed on reserve for that month.

E. If the Company desires to fill a Management Pilot position other than Vice President of Flight Operations, it will publicize the position and give first consideration to pilots on the Spirit Airlines Pilots’ Seniority List.

F. Section 7 (Vacation) of this Agreement shall apply to pilots assigned to training, special projects or management positions. The Company shall first notify the MEC chairman via email or telephone within seven days regarding the terms and conditions of any “special project.” Subject to the Company’s rights to use Management Pilots as described in this Section and Section 25, special projects that involve any flying of the aircraft shall be placed into open time for bid by all pilots and awarded in accordance with Section 25. Open time bids on special project flying from pilots not yet qualified for the special project will be rejected. If special project flying requires additional qualification, such qualification training shall be placed for bid
by all pilots in accordance with Section 24. This provision does not apply to special projects which do not include flying events.

G. The total number of Management Pilots system-wide shall not exceed nineteen (19).

H. The Company will inform the MEC Chairman of any changes in the individuals who are designated as Management Pilots. The Company will not make temporary Management Pilot designations.

I. The Vice President of Flight Operations, Director of Operations, Director of Training, System Chief Pilot, and Base Chief Pilot(s) may occupy the Captain seat in revenue operations regardless of seniority or date hired into the position. All other Management Pilots shall only occupy the Captain seat in revenue operations when their seniority allows, or in the case of non-seniority listed pilots when their seniority would have allowed had they been added to the Spirit Airlines Pilots’ System Seniority List on the date they took the position.

J. Management Pilots may only conduct flight or ground training or perform checking, or evaluation, or validation of Management Pilots and/or Full Time Instructors. Management Pilots may continue to conduct classroom instruction. Examples of classroom training include recurrent ground school and captain upgrade leadership training.
A. Training Curriculum

1. There shall be a curriculum of study and training prepared by the Company that shall be uniform, definitely outlined and designed so as to promote positive motivation and provide adequate training. The Association Training Committee will be consulted in the establishment of such curriculum. Such curriculum shall be equally available to all pilots.

2. There shall be a curriculum of study and training prepared by the Company for specialized training and checking of Training Pilots. It shall be uniform, definitely outlined and designed so as to promote positive motivation and adequate training. The Association Training Committee will be consulted in the establishment of such curriculum.

3. Prior to the modification of any approved training program, the Company shall consult with the Association Training Committee, except in the case where the FAA directs an immediate modification and such consultation cannot occur prior to the required modification. In such event, the Company will consult with the Association Training Committee as soon as possible thereafter.

4. The Company and the Association Training Committee will, upon request, meet periodically to review the status of the training programs. The Company shall consider the suggestions of the Association Training Committee as to the improvement of the training programs.

B. Assignment to Training

The Company may assign training to Pilots, provided such training is non-punitive, and is assigned on a non-individual basis.
C. Initial New Hire Training

Initial new hire training will consist of ground and flight training.

D. Ground Training

1. Ground training shall consist of all training designated as such in Spirit Airlines’ FAA approved training program.

2. Except where Distance Learning falls under the Electronic Tablet Devices and Distance Learning LOA, a pilot shall be paid five hours for each day of Distance Learning. Such Distance Learning shall not exceed two calendar days per month and shall be designed for no more than nine hours per day. For Distance Learning scheduled for 4.5 hours or less, a pilot shall be paid 2.5 hours. An option to complete training via Distance Learning on the Company provided tablet in off-line mode will be maintained by the Company. The Company may request agreement from the Association’s MEC Chairman to temporarily complete training via Distance Learning in on-line mode, which agreement will not be unreasonably withheld.

3. Distance Learning shall not be considered duty time.

4. The following shall not be considered Distance Learning:

   a. Study of written materials that the Company finds valuable and of interest to the pilots but that are not the subject of testing or evaluation.

   b. Study of any manual issued by the Company to pilots.

   c. Study of materials distributed to pilots in preparation for recurrent ground training.
E. Flight Training

Flight training shall consist of all training designated as such in Spirit Airlines’ FAA approved training program.

F. General

1. Ground training may be scheduled up to six days during any week with one day off and no more than 50 hours of instruction during any seven-day period. Such days off will be considered part of the training period.

2. A pilot shall not be required to attend ground training for more than 10 hours of instruction per day. If a pilot is required to attend ground training for more than nine hours per day, he shall receive one hour of pay in addition to training pay provided in Section 3.D.2. A pilot will not be scheduled to receive more than four hours of training per day in an airplane, fixed base simulator, full flight simulator, or any combination thereof exclusive of time spent briefing and/or debriefing.

3. A pilot may not be required to fly a trip without his concurrence on the same day that he actually reports for a ground or simulator training event.

4. A pilot will be notified in the monthly bid package that he is scheduled for a recurrent checkride that month. A pilot will be given at least five days’ actual notice prior to a recurrent checkride. A pilot may waive the five-day notice. Actual notice shall include confirmed receipt by acknowledgement of an automated log-on notification through the CrewTrac system, or other comparable scheduling software, or by reply through the pilot’s Spirit Airlines e-mail address, or by positive phone contact. This notification requirement does not include random line checks. The Company will provide advance notice to the Association Training Committee chairman of all random line checks or observation rides scheduled for the month.

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5. A pilot who has successfully completed a checkride shall receive a signed copy of the graded checkride form in conjunction with entering the completed form in the individual’s computer-based training record. A pilot who has not successfully completed a checkride shall receive a signed copy of the graded checkride form immediately in either paper or electronic form.

6. During initial, transition, upgrade, or requalification training, a change of Training Pilot may be requested by either the student or the training pilot. The Company shall not be required to honor a student’s request more than one time during the training assignment.

7. A pilot undergoing a recheck (simulator or aircraft) may, if he so desires, select a qualified, available line pilot of his choice to fly on the trip as an observer so long as this does not delay the trip. Service in this capacity will not be reimbursed by the Company.

8. Simulator Training Duty Limitation for Line Pilots

   a. A pilot shall not remain on duty for more than 12 hours from the time he reports for work (including reasonable travel from home or domicile, whichever is shorter) until the end of the scheduled simulator training unless offered by the Company and agreed to by the pilot.

   b. A pilot shall receive no fewer than 12 hours free from flight duty before and 10 hours free from flight duty after any flight training period. If the pilot elects to travel to flight training prior to taking the rest period, the Company shall provide a hotel room.

9. No checkride or training (excluding the 0500 pre-brief or oral exam) for a Spirit pilot may be scheduled between 0200 and 0600 local without the concurrence of the pilot. No pilot shall be required to report earlier than 0500 local for a pre-briefing for any checkride or training.
10. Except as provided in Section 9.O, all training for Spirit pilots shall be conducted only with other Spirit pilots.

11. Except for termination for cause in accordance with H.3 or I.3 of this section, no pilot will be removed from pay status as a result of any failure unless he is the subject of FAA certificate action.

G. Review of Pilot Trainees

At the request of the pilot or the Association, the Association Training Committee chairman or his designee and the Director of Training or his designee shall meet whenever there is a question as to the progress of the pilot’s training, the continued training of a pilot, the amount of training of a pilot, the reentry of a pilot into the training program, or any other issue related to a pilot’s training under Sections 11.H and 11.I below. Any such requested meeting wherein a decision is contemplated regarding the training of a pilot shall include the pilot, his representative(s), and any other party that the committee feels necessary.

H. Requalification, Upgrade, or Transition Opportunities

Each pilot shall be allowed a maximum of two failures during the course of each category of training (requalification, upgrade, or transition). There shall be no less than four hours’ additional training provided after first failure, unless proficiency is achieved in less than four hours, and no less than four (4) hours’ additional training after the second failure, unless proficiency is achieved in less than four hours. In the event of a third failure, he shall be handled in accordance with paragraph H.3.

1. For the purposes of this paragraph, a failure shall be defined as follows:

a. failure to complete the prescribed ground training syllabus, including failure of the written or oral examination or failure to be recommended for the oral examination;
b. failure to successfully complete the prescribed flight training syllabus (including failure of checkride or failure to be recommended);

c. failure to successfully complete the prescribed initial operating experience (IOE) syllabus.

2.

a. A pilot who fails to qualify under paragraphs H.1.a through .c above will comply with subparagraph H.3 below.

b. A pilot may voluntarily withdraw from training. Unless the Company agrees otherwise, a voluntary withdrawal will be considered a failure to qualify under H.1.a through .c above will comply with subparagraph H.3 below.

3.

a. A pilot who fails to complete requalification, upgrade, or transition training will be returned to his former position after completion of any required training or checks and shall be eligible, within a reasonable time but not later than six months, to rebid the category from which he was disqualified. If there is no position vacancy in his category, he may bid when such a vacancy occurs.

b. If, after any waiting period (up to six months) expires, the pilot elects to bid and is once again awarded the same category from which he was disqualified and fails to qualify, he will be returned to his immediately preceding former position after completion of any required training or checks and be precluded from bidding out of his former status for a period of one year, or when a category vacancy opens, whichever is longer.
c. If after the one-year waiting period, the pilot elects to bid, is awarded and fails to qualify in the same category in which he experienced previous failures, he shall be removed from the seniority list and may be considered for other employment with the Company.

d. The Director of Training will maintain communication with any pilot who is covered by this subsection 11.H for the purposes of advising him of his status and explaining his rights and obligations.

I. Failure to Complete a Recurrent Checkride or Recurrent/Random Line Check (Nonprobationary Pilot)

1. A pilot failing a recurrent checkride or recurrent/random line check in his current status will be afforded requalification training in accordance with paragraph H (introduction) and H.1 above. If the pilot is unable to requalify under paragraph H (introduction) and H.1, he will be handled under the provisions of paragraph I.3 below. All training and checks will be accomplished in a logical and timely sequence with consideration given to the employee’s progress and frame of mind in order to provide every opportunity to satisfactorily complete the checkride.

2. A pilot shall be advised by the Director of Training that he may request the additional training and/or a recheck be administered by a check airman other than the one who administered the previous failed check.

3. If a pilot fails to qualify in accordance with the provisions of paragraph I.1 above, his employment status shall be at the Company’s discretion.

4. Where out of concern for lack of proficiency, the FAA intends to subject a pilot to evaluation, in advance of such evaluation the Company shall provide the pilot ground training and flight training in the area(s) of concern. Flight training will consist of up to two four-hour simulator sessions.
J. Training and Instructor Critique and Review Program

1. The Company and ALPA will maintain a program for pilot trainees to critique and provide confidential feedback regarding the training program in general and the performance of individual Training Pilots, and other training personnel with whom they interact during any training event or program for which they are scheduled.

2. The results of such comments and critiques shall be available for review by the ALPA Training Committee on a regular basis and as requested for the purpose of improving instruction and/or providing feedback on instructor performance.
The following provisions apply to all scheduled service and charter and freight operations. Where FAR flight time and duty limitations are more restrictive than those of this section, the FAR limits will apply.

A. Rest Periods

1. Scheduled Domicile Rest

   All trip pairings will be scheduled with at least 10 hours of rest between duty periods in domicile.

2. Actual Domicile

   Rest in domicile, a pilot will receive no fewer than 10 hours of rest from checkout time until the next check-in time.

3. Scheduled Away from Domicile Rest

   All trip pairings will be scheduled with at least 10 hours of rest between duty periods and no scheduled check-in time will be fewer than 30 minutes prior to departure.

4. Actual Away from Domicile Rest

   When away from domicile, a pilot will receive no fewer than 10 hours of rest between duty periods and no scheduled check-in time will be fewer than 30 minutes prior to departure.

B. A pilot shall be scheduled no more than six consecutive calendar days without a calendar day free from duty in the pilot’s domicile. Deviations from this contractual constraint may be made only with the pilot’s concurrence in advance and without duress.
C. On-Duty Limitations

1. Scheduled On Duty

   a. A pilot will not be scheduled or rescheduled to remain on duty for more than 14 hours per day, including dead-heading (except as provided in Section 8.A.5.d and .e). A scheduling or rescheduling complies with this provision if it is scheduled to terminate within 14 hours of the pilot’s check-in time.

   b. A pilot will not be scheduled or rescheduled to remain on duty for more than 11.5 hours per day, including dead-heading (except as provided in Section 8.A.5.d and .e) for duty periods with any duty period portion within the hours of 0100 to 0400 LDT, inclusively. A scheduling or rescheduling complies with this provision if it is scheduled to terminate within 11.5 hours of the pilot’s check-in time.

   c. A pilot who is contacted after 2200 and told to report prior to 0500 the next day will not be scheduled on duty for more than nine hours and will not exceed 10 hours actual.

   d. The Company will not schedule any pilot for more than seven landings in any on-duty period, excluding training flights.

2. Actual On Duty

   A pilot will not be required to remain on duty in excess of 16 hours. A pilot will not be required to remain on duty in excess of 12.5 hours for duty periods with any duty period portion within the hours of 0100 to 0400 LDT, inclusively.

3. Part 91 tail-end ferry flights to domicile shall be subject to the provisions of Section 12.C.1 and 2.
D. Scheduled Weekly, Monthly, and Yearly Limitations

The Company may not schedule, nor may any pilot accept, an assignment if the pilot’s total flight time will exceed:

1. 1,000 block hours in any 365 consecutive days
2. 100 block hours in any 672 consecutive hours
3. 60 Flight Duty Period (hours) in any 168 consecutive hours
4. 8 hours between required rest periods (Upon and as part of PBS implementation, this provision shall be superseded and replaced by the applicable terms of the PBS LOA.)
5. 190 Flight Duty Period (hours) in any 672 consecutive hours

E. Days Off

1. Regular Pilots will be scheduled for at least 13 days off in domicile in any bid period. Relief Pilots will be scheduled for at least 15 days off in domicile in any bid period. Reserve Pilots will be scheduled for at least 12 days off in domicile in any 30 bid period and will be scheduled for at least 13 days off in domicile in any 31-day bid period.

2. For the purpose of determining days off, if a duty period is scheduled to terminate before 2400, and actually terminates before 0200, it will be considered to have terminated in the prior calendar day. A pilot who falls below the number of days off in domicile set forth in paragraph E.1 above will have his day off replaced by mutual agreement between the pilot and Crew Scheduling during the remainder of the month, if possible, or the next month. Absent mutual agreement, the additional day off will be placed at the beginning or end of a block of workdays. The new day off will not be placed in the middle of a block of workdays. A pilot whose duty period extends to 0200 or later on his day off, who does not fall below the number of days off in domicile set forth in paragraph E.1 above, in
addition to minimum pay for the trip as per Section 4.C or 4.D will be paid above guarantee the minimum pay applicable to flight duty performed on a workday off.

3. Pilots will not be scheduled for any Company business that does not provide, in any bid period, the number of days off in domicile set forth in paragraph E.1 above.

F. Notification

1. The Company will not call a pilot between 2200 and 0800 unless there is a change in that pilot’s schedule that requires a call during the time between 2200 and 0800. In this case, the pilot may be called 90 minutes prior to the revised report time, or sooner if necessary, provided the call is made so as to minimize the disruption to the pilot’s rest.

2. The Company may not call a pilot during Section 12.A. rest for purposes of advising the pilot of a scheduling, rescheduling, or assignment except during the first or last hour of the rest. The Company may call a pilot at any time during such rest for a family emergency.

3. A pilot who is unable to report for duty will notify the Company as far in advance as is practical.

G. The Company will not schedule any pilot, nor will a pilot accept duty or assignment with the Company, if that duty or assignment falls within any required rest period within this Section 12.

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

I. Regardless of the amount of rest provided as part of his trip, a pilot is expected to be rested for duty.
J. On a quarterly basis, the Company and the Association Scheduling Committee will review block-to-block time in actual operation and, if necessary, revise scheduled block-to-block time accordingly.
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A. Personal Leaves of Absence

1. A pilot, upon written request specifying the reasons for such leave, may be granted an unpaid personal leave of absence for a continuous period not in excess of six months. During this period the pilot will continue to accrue seniority and longevity for pay purposes. Personal leaves of absence may be extended beyond six months at the discretion of the vice president of Flight Operations, but during such period the pilot will retain and accrue seniority only. A pilot will retain health insurance benefits available to him at the same active employee plan rate for a period of 60 days upon reimbursement to the Company on a monthly basis. After 60 days, and for the duration of the leave period, a pilot will continue to retain any health insurance benefits available to him upon reimbursement to the Company on a monthly basis of the full cost of such benefits. The full cost of such benefits includes administrative costs. Such administrative costs will be no greater than an additional 2%.

2. A pilot who seeks to return from a personal leave of absence prior to the expiration date of the leave will be permitted to do so with 30 days written notice to the vice president of Flight Operations or his designee. A pilot returning from leave may be required to provide an FAA Class 1 or Class 2 medical in accordance with the applicable requirements of his crew position and may be subject to training in accordance with applicable FARs and Section 11 (Training) of this agreement to reestablish qualifications and/or currency.

B. Voluntary Time Off

1. At times, based upon current business needs, the Company may solicit employees to accept voluntary time off with or without pay. The Company will designate whether such voluntary time off will be paid or unpaid (and the number of
Section 13: Leaves of Absence

hours of pay available to volunteers). Such requests are generally for no more than 30 days. Such requests will be made available to pilots in seniority order with the most senior pilot having the first right of refusal to any company-offered voluntary time off with or without pay. Pilots will not be permitted to bid for voluntary time off if they are not scheduled to be active during the period of the requested voluntary time off or if they are scheduled for training events that, if postponed, will cause the pilot to become de-qualified. A pilot on voluntary time off may not bid for open trips or other paid assignments. The Company will post these offers by bulletin on the Spirit Airlines company website, and in each domicile, and will e-mail all pilots at their company e-mail address. The same methodology applied to vacancy bids and reduction bids in Section 24 of this agreement will apply to bidding for voluntary time off with or without pay.

2. While on voluntary time off with or without pay, a pilot shall continue to accrue seniority and longevity. Additionally, he shall maintain all benefits available prior to the leave at the active employee rate. The Company may not require pilots to use their vacation or other paid leave as a condition to accepting voluntary time off; however, the pilot may use up to three days of floating vacation days during these periods.

C. Medical Leaves of Absence

1. Pilots who have completed 12 months of service with the Company as a pilot may take up to: (a) 12 months of unpaid leave for the birth or adoption of a child; (b) 12 months of unpaid leave for care of a Spouse, significant other, child, or parent with a serious health condition; or (c) 72 months of unpaid leave for care for the pilot’s own serious medical condition.

2. Pilots who have completed 90 days, but less than 12 months, of service will be granted an unpaid medical leave of absence for care of the pilot’s own serious medical condition for up to 72 months. The pilot will not accrue longevity or
seniority while on unpaid leave pursuant to this provision. The pilot will retain the health insurance benefits available to him at the same active employee plan rate for a period of 60 days upon reimbursement to the Company on a monthly basis. After 60 days the Company will provide health insurance benefits as required under law.

3. A pregnant pilot 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 medical leave of absence as determined by a physician. Additionally, upon the birth of the child, she shall be eligible for the leave set forth in Section 13.C.1.

4. A pilot’s health benefits will continue for the first nine months of the leave set forth in Section 13.C.1 above at the same benefit level and cost as if the pilot were not on leave. A pilot on medical leave shall be entitled to health benefits beyond nine months upon reimbursement to the Company on a monthly basis of the full cost of such benefits. The full cost of such benefits includes administrative costs. Such administrative costs will be no greater than an additional 2%.

5. A pilot who ceases to perform flight duties pursuant to paragraph C.1 shall take any accumulated sick leave and may, at his option, take any accrued vacation prior to beginning unpaid leave.

6. The Company may require a pilot to provide 30 days’ advance written notice of intent to take family/medical leave, if practicable. The Company may also require the pilot to provide medical certification of the need for the applicable leave; reasonably periodic reports of the applicable medical status, and 30 days’ written notice of intent to return from leave, if practical. Medical information will be kept confidential in accordance with applicable law.

7. When family/medical leaves of absence are granted, a pilot shall retain and continue to accrue seniority for the peri-
Section 13: Leaves of Absence

od of the leave and longevity for pay purposes for up to six months, whether or not he is able to maintain his medical certificate required by his status, until he is able to return to duty or is found to be unfit by the submission of proof of permanent and total disability for such duty. A pilot returning to duty from family/medical leave may be subject to training in accordance with applicable FARs and Section 11 (Training) to reestablish qualifications and/or currency.

8. Any disputes arising under this Section 13.C concerning the medical condition or fitness of the pilot concerned shall be settled in accordance with the provisions of Section 15 of this Agreement.

9. Upon satisfying fitness and qualification requirement, a pilot returning from medical leave shall be permitted to exercise his seniority to secure a position at the base to which he had previously been assigned. A pilot returning from family or medical leave who does not need to requalify and provides documentation of fitness for duty will be placed on active payroll and bidding status within three days of the Company’s receipt of such documentation. Use of intermittent leave will not result in removal from payroll or bidding status.

10. In order to be eligible to participate in a bid, a pilot who is on leave pursuant to Section 13.C.1 must be released to full duty by a medical professional and be current and hold a valid medical certificate as of the time of the opening of the bid.

11. A pilot who has exhausted leave under this Section 13.C shall not be eligible for additional leave for one year following his return to work unless such leave is the result of the pilot’s pregnancy.

12. Leave provided pursuant to the federal or state Family Medical Leave Act statutes will be granted in accordance with applicable law. Nothing herein will abridge a pilot’s rights under the applicable federal or state Family and Medical Leave Act statutes.
D. Military Leave

Unpaid military leaves shall be provided as required by law. Re-employment rights and benefits shall be governed by applicable statute. A pilot shall request leave to cover his anticipated absence. A pilot shall provide written notice and a copy of the orders directing the military duty as soon as known to the pilot.

E. Leave of Absence for Jury Duty

When called for jury duty, a pilot will be paid and credited for trips missed or reserve days missed at the applicable rate for each calendar day of jury duty served for the duration of the jury duty commitment up to 21 days. The Company shall release the pilot from duty no less than 20 hours prior to his assigned jury duty with no loss of pay. Jury duty leave pay shall be offset by any amount a pilot received from the court, excluding mileage and expenses. Claims for jury duty leave shall be made in writing to the vice president of Flight Operations or his designee. The pilot shall notify the vice president of Flight Operations of release from jury duty so that the pilot can be placed back on flying status. Regular and relief pilots may not be placed on reserve status upon return to service.

F. Bereavement Leave

Bereavement leave to attend to matters resulting from a death in the immediate family of a pilot or of a significant other shall be granted for up to five days. Additional, unpaid personal leave may also be granted as provided in this section. For purposes of this paragraph, the immediate family is defined as Spouse, children, step-children, parent, step-parent, brother, sister, step-brother, step-sister, parents-in-law, grandparents, grandchildren. At the discretion of the chief pilot or his designee, the Company may grant bereavement leave for persons other than the pilot’s immediate family. The pilot shall be paid and credited for trips missed or a reserve day missed at the applicable rate for each day of such leave.
G. Association Leave

1. A pilot on association leave will be paid and credited in accordance with this Section 13.G and will continue to accrue seniority, longevity, and other benefits as if he had been on active duty.

2. The Association will reimburse the Company for all association leave paid to pilots as follows: the number of hours on leave paid by the Company multiplied by the applicable hourly rate for each pilot, plus 25 percent to cover the cost of fringe benefits. Upon request of either party beginning on DOS+2 years and every two years thereafter, the parties will meet and confer regarding the need for an adjustment to the fringe benefits override based on the Company’s actual cost of such fringe benefits.

3. The Company shall prepare a billing for reimbursable association leave pay that, after review by the MEC chairman, will be reimbursed by the Association. Such billing shall state the date of each association leave, the pilot’s name and ALPA number, the flight numbers, the hours billed, the pilot’s pay rate, and the total flight pay.

4. The Association agrees to reimburse the Company within 45 days after receipt of the Company’s bills. Such billings shall be submitted to the Association no later than 45 days following the month in which the flight pay loss was incurred.

5. All Company billings to the Association will be directed to the Spirit MEC chairman’s office.

6. Schedule Bidding for Pilots on Association Leave

   a. The MEC chairman or his designee shall notify the Company of the association leave requirements as soon as practical.
b. A pilot shall bid a schedule and drop trips conflicting with the leave dates. Notification of dropped trips shall be made as far in advance as possible. A pilot shall not bid a schedule for a bid period in which he is on full-time Association Leave.

c. The pilot shall be paid for such trips that are dropped, or for a pilot on full-time Association Leave, the pilot shall be paid as directed by the Association, and ALPA shall reimburse the Company for such leave as provided in this Section.

d. A pilot may be assigned or pick up flying on any of the days dropped that do not conflict with association leave, and ALPA shall not be responsible for payments for time picked up or assigned.

e. If shorter notice is unavoidable, the MEC chairman or his designee shall provide the Company with as much notice as possible of immediate association leave requirements. The Company will make every effort to coordinate the scheduling of meetings/events that call for Company and Association participation. In the event the Company cannot accommodate the short notice leave request, any Company/Association meeting will be rescheduled to accommodate Association participation.

f. If, due to operational necessity, the Company is unable to accommodate an association leave request, it shall provide notice of the reasons for the denial. Otherwise, the Company shall provide confirmation of granting the leave request. Confirmations and denials of leave request shall be provided in writing within three business days of the request or, with respect to trip drops under 6.b within three business days of the final bid award. Once leave has been granted, it shall not be rescinded unless necessary to avoid cancellation of a revenue trip.
7. National Affairs

Upon 30 days’ written notice, a pilot shall be granted an unpaid leave of absence not to exceed four years for the purpose of serving as president, vice president, secretary, treasurer, or executive administrator of the Association or serving with an agency of the United States government or an agency of an inter-governmental body with which the United States is affiliated, to the extent permitted by law, provided the work involved is directly associated with airline operations. During such a leave, a pilot’s seniority and longevity shall continue to accrue. When such a pilot returns, his salary shall not start until he is requalified on the aircraft to which he will be regularly assigned, but the retraining cost shall be borne by the Company.

8. If requested by the MEC Chairman or his designee, a Pilot shall be granted a full-time Association Leave of Absence in accordance with this Section 13.G. A full time position for purposes of this Section 13.G is defined as working one or more complete Bid Periods for the Association.

H. Federal Flight Deck Officer (FFDO) Leave

1. No pilot will be prevented from attending initial FFDO training, except that the Company may limit the number of pilots attending initial FFDO training to one (1) pilot from each category (captain, first officer) per domicile per month. A pilot attending initial FFDO training will notify the Company in advance of the close of the monthly bid period prior to the month in which the pilot is scheduled to attend training. A pilot who needs to drop trips due to conflicts will have the following choices:

   a. Be paid for trips missed from his vacation bank.

   b. Be on voluntary time off without pay status in accordance with paragraph B.2 of this section.
c. Be paid 28 hours from his vacation bank per seven-day period for the time spent in initial FFDO training.

I. General

1. When a pilot undergoes required training upon return from a leave of absence after receiving a first class or second class medical certificate, such pilot shall be placed on active payroll status upon the class start date of such training. In the event that no training is required, a pilot who has received a first class or second class medical certificate will be placed on active payroll and bidding status within three days of his availability to the Company as indicated in his written notice of intent to return from leave, or 30 days from the date of the written notice to return from a personal leave. A pilot returning from a leave of absence, once released to line flying, will be scheduled in accordance 25.B.3.f, except as provided in 13.E above.

2. All requests for leaves of absence requiring Company approval shall be responded to in writing within seven calendar days.

3. Nothing contained in this Agreement shall diminish rights provided under the Family and Medical Leave Act. Leave granted under this Agreement shall run concurrently with leave granted under federal or state family and medical leave acts, which shall also run concurrently to the extent allowed by law.

4. A pilot who fails to return as scheduled from any leave of absence without proper notice and justification shall be deemed to have resigned.

5. A pilot on leave shall not, without prior written permission of the Company, engage in employment as a pilot in commercial flying or employment adverse to the Company’s interest.
6. A pilot on leave of absence, whose seniority is such that he would have been furloughed had he not been on leave of absence, will be promptly notified that his rights under the Agreement have been changed to those of a furloughed pilot. If there is a subsequent expansion in service, such pilot, if his seniority warrants, shall be recalled or shall again revert to leave of absence status with the accompanying rights and obligations of this section.
Section 14
Sick Leave

A. Accrual of Sick Leave

1. Upon successful completion of Initial New Hire Training, a pilot shall receive 33 hours of sick leave credit and thereafter will accrue 3.0 hours of sick leave credit for each full month of active service in his first year of employment. In no event will a pilot receive more or less than a total of 60 hours of sick leave credit in his first twelve months of employment. A pilot who has completed his first twelve months of employment shall accrue 5.0 hours of sick leave credit for each full month of active service to a maximum of 700 hours.

Example 1:

A pilot has 100 hours in his sick bank. The pilot suffers a long-term illness. The pilot will exhaust his sick bank. After 90 calendar days the long-term disability plan begins. A pilot receiving benefits under the long-term disability plan may at his option use any accrued vacation in conjunction with long-term disability benefit payments to cover the difference between the pilot’s pay and the amount of the long-term disability benefit payment.

Example 2:

A pilot has 50 hours in his sick bank. The pilot suffers an injury and anticipates being able to return to work within one week. He uses 20 hours of sick time to cover trips missed in that one week period. He then discovers that he will not be able to return to work for three more weeks. Over this period the pilot exhausts the 30 hours remaining in his sick bank and elects to use 10 hours of accrued vacation to cover trips missed. After this one-month period of sick leave, his condition requires treatment that will likely prevent his return to work for another two months. He then elects to initiate an unpaid medical leave of absence under Section 13 while re-
Section 14: Sick Leave

taining the balance of his accrued vacation for his use upon his return to work.

2. A pilot on nonpay status shall retain but not accrue sick leave credit after the first 30 days of such period of absence, unless otherwise provided in this Agreement.

3. A pilot shall retain his accrued sick leave credit for as long as he remains on the pilot’s seniority list. If a pilot is removed from the pilot seniority list but remains employed by the Company, the carryover of his accrued sick leave will be handled pursuant to Company policy.


B. Use of Accrued Sick Leave Credit

1. A pilot shall be allowed to take sick leave if he is unable to perform his regular duties because of personal illness, injury, or other medical condition. A pilot may take sick leave if he is required to care for the illness, injury, or medical condition of a child and/or Spouse. Spouse is defined as a husband or wife by legal marriage, common law marriage, civil union, or Domestic Partnership.

2. A regular or relief pilot will have the value of the trip(s) missed deducted from his sick leave credit.

3. A pilot who holds a reserve or relief line will have four hours of time deducted from his sick leave credit for each day of reserve assignment missed. Four hours will be deducted from the pilot’s sick bank for each day of reserve assignment missed, regardless of whether the pilot has been assigned to, or has started, a trip.

4. A pilot who is on sick leave for an entire month shall have his minimum monthly guarantee deducted from his sick leave
credit, provided he has accrued sufficient sick leave credit in his bank.

5. The pilot will receive pay credit equal to the amount of sick leave credit taken from his bank in paragraphs B.2, B.3, and B.4 above.

6. A pilot shall be allowed to “borrow” up to 24 hours of sick leave even if he has not yet accrued these hours in his sick leave bank. Upon his return to work, the pilot has 12 months to reconcile the deficit in his sick bank. The deficit shall be reduced each month by the amount of sick leave credit accrued. A pilot is not entitled to use the deficit bank as outlined in this provision if he is currently carrying a deficit accrual in his bank. If a pilot leaves employment with the Company with a debit, the amount shall be deducted from his final paycheck.

7. A pilot on duty who becomes ill or injured while away from his domicile shall continue to receive lodging and expenses under Section 5 until he is able to return to his domicile.

C. Notification of Sick Leave

1. Except as provided in paragraph C.3 below, a pilot assigned a pairing must notify Crew Scheduling prior to the start of each pairing for which he is sick. A pilot is not required to call Crew Scheduling for each day of a multiple-day pairing.

2. Except as provided in paragraph C.3 below, a pilot must notify Crew Scheduling every day he is sick and scheduled for a reserve period.

3. If a pilot knows that he will be out sick for more than one day, he may notify Crew Scheduling to be placed on sick leave for multiple days. For example, a pilot is scheduled for four single-day trips or four reserve periods on 6/1, 6/2, 6/3, and 6/4. The pilot may call Crew Scheduling and call out sick from 6/1 to 6/4.
4. Pilots do not need to call in well to Crew Scheduling. A pilot who has not called in sick for a trip is assumed to be working his assigned schedule.

D. Sick Leave Makeup

1. A pilot who is unable to report for duty due to illness or injury on the first day of a multi-day trip may contact Crew Scheduling in a timely manner and make himself available for duty on the remaining day(s) of the trip. A pilot will be reassigned to the original trip if, and when, that trip travels through his domicile. If reassigned to his original trip, he will be credited with the portion flown, and the remainder will be considered sick leave.

2. If a pilot cannot be reassigned to the original trip in accordance with paragraph D.1, he may place his name on the X or Y List or be assigned to reserve. In the event he receives a trip assignment, he will be paid and credited for the trip, or if he is placed on reserve, the value of a reserve day, whichever is greater. If such pay and credit is less than his original trip, the difference shall be considered sick leave.

E. Sick Leave Payouts

1. A pilot’s sick leave accruals will be paid out as provided in paragraphs 2 through 5 below. At the pilot’s option, the sick leave payout will be made in the form of a lump-sum or semi-monthly payment. The selection of a semi-monthly payout shall not establish an independent basis for the continuation of health benefits or sick leave accruals during the payout period.

2. Upon medical retirement, a pilot shall be paid for his accumulated sick leave at 100 percent of his hourly rate of pay, subject to bank credit limitations (700 hours).

3. A pilot who retires at the mandatory retirement age with 25 years of service shall be paid for his accumulated sick leave
at 100 percent of his hourly rate of pay, subject to bank credit limitations (700 hours).

4. A pilot who retires at the mandatory retirement age shall be paid for his accumulated sick leave at 75 percent of his hourly rate of pay, subject to bank credit limitations (700 hours).

5. A pilot who leaves the service of the Company prior to mandatory retirement age and not due to a medical retirement shall be paid for his accumulated sick leave, up to 700 hours, as provided below.

   a. after 10 years of service he shall be paid for his accumulated sick leave at 25 percent of his hourly rate of pay.

   b. after 15 years of service he shall be paid for his accumulated sick leave at 50 percent of his hourly rate of pay.

   c. after 20 years of service he shall be paid for his accumulated sick leave at 75 percent of his hourly rate of pay.

F. General

1. Any pilot engaged in international operations who becomes sick or injured shall be properly hospitalized at Company expense. When the sickness or injury necessitates treatment or convalescence in the United States, the Company shall return such pilot to the United States.

2. If a pilot becomes ill or injured while on vacation and such illness or injury requires hospitalization or surgery, the pilot may postpone any remaining days in his vacation period and elect to receive sick leave/disability for the remainder of the vacation period instead. Such pilot may select from the remaining open vacation periods to reschedule the postponed vacation.

3. If a pilot is on disability at the time his vacation is due to be taken, the vacation period will be rescheduled upon a written
request of the pilot. Such pilot will select from the remaining open vacation periods to reschedule the postponed vacation.

4. If there is a reasonable basis to question the pilot’s use of sick leave, a member of Flight Operations management may require a pilot to furnish the Company with a physician’s certificate. The Company will pay the cost of the visit including any diagnostic tests or portion thereof requested by the Company not covered by insurance.

5. A pilot may not be counseled nor disciplined for the legitimate use of sick leave.

6. A pilot may donate no more than 50 percent of his sick leave credit to another pilot. The pilot may not fall below 24 hours in his own sick leave bank as a result of donating time.

7. A pilot who has depleted his sick bank may at his option instead use accumulated vacation credit to provide for paid sick leave.
Section 15
Medical Standards, Examinations, and Testing

A. It is the responsibility of each pilot to meet the medical standards required of a pilot established by the Federal Aviation Administration (FAA), including its waiver policy, for the pertinent class of medical certification. It is the responsibility of each pilot to arrange for regular medical examinations. Pilots may select medical examiners of their choice to meet FAA requirements and shall notify the Company of any examination results. The cost of such physical examination will be paid by the pilot.

B. If the Company questions whether a pilot meets the medical standards of paragraph A above, the Company may require a pilot to submit to an examination or medical test in addition to those required by the FAA regulations. The examination may be by a Company-designated medical examiner, and the pilot will, upon request, be furnished with a copy of the medical examiner’s report. The cost of each such Company-required examination or test and of related travel expenses shall be paid by the Company.

C. Any pilot who fails to pass such physical examination or medical test required by the Company may, at his option, have a review in the following manner:

1. He may employ a qualified medical examiner of his own choosing—preferably a specialist in the relevant field pertaining to the area(s) precipitating the failure to satisfy medical standards and at his own expense for the purpose of conducting a physical examination or test.

2. A copy of the findings of the pilot’s medical examiner shall be furnished to the Company. In the event that such findings verify the findings of the Company medical examiner, disposition of the pilot will be in accordance with other provisions of this Agreement. No further medical review shall be afforded under this Agreement.
3. If the findings of the Company’s medical examiner and the pilot’s medical examiner disagree on the pilot’s qualification to exercise the privileges of his medical certificate, the Company will, at the written request of the pilot, ask the two examiners to agree upon a third qualified and disinterested medical examiner, preferably a specialist, for the purpose of making further physical examination or test.

4. The case shall be settled on the basis of the findings of the said disinterested medical examiner.

5. The expense of employing the disinterested medical examiner shall be borne one-half by the pilot and one-half by the Company. Copies of such medical examiner’s report shall be furnished to the Company and to the pilot.

6. If the Company removes a pilot from service pursuant to paragraph B above, and it is thereafter determined that the pilot has continuously met the medical standards established in paragraph A above, any sick leave credits used by such pilot during the period of removal from service will be credited to the pilot’s sick leave account. In addition, the pilot will be made whole for other Company-provided compensation and benefits lost as a result of being removed from service as per paragraphs B above.

7. Medical records and other information obtained as a result of a Company-required medical examination or subsequent examinations pursuant to paragraphs B and C above, shall be subject to safeguards as to their confidentiality consistent with those required under the Americans with Disabilities Act. Such information shall be available only to such management, medical, and clerical personnel as are responsible for pilot medical qualification supervision and record keeping.

D. Captains who are unable to maintain their first-class medical certificates, but are able to maintain a second-class medical certificate, may, at their option, continue in the service of the Company as a first officer and be paid at the applicable rate for first
E. Drug/Alcohol Testing

1. a. The Company will require pilots 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.

b. 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 that registers a confirmed result of below 0.02 will be considered a negative test.

c. A non-probationary pilot 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 (SAP). The pilot will be returned to duty once he has successfully completed any treatment program recommended by the SAP.

d. A pilot 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 pilot whose EBT alcohol test registers a confirmed positive result of .04 or higher, may be subject to discipline up to and including discharge.

e. The Company shall provide the Association with a copy of its drug, alcohol, and substance testing policies.

f. 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 Association with reasonable advance notice of any pro-
posed changes, and give due consideration to Association comments, proposals, or suggestions regarding such changes.

g. If the Company has directed a “reasonable suspicion” test, the MEC chairman will be provided with a written statement as to the basis for such reasonable suspicion within five working days of the test. The written statement and information contained therein shall remain confidential.

h. A pilot will be entitled to Association representation (a pilot or other Association 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.

2. The Company’s drug testing program will permit pilots the opportunity to provide a split sample.

a. The Company will pay the cost of collection, retention, and testing of the split sample. The pilot will pay the cost of any subsequent testing of the split sample, and such cost will be payroll deducted.

b. If the pilot’s primary sample test is not negative, the pilot may elect to have the Company direct the laboratory to forward the second sample to any laboratory of his choice that is certified to perform such examinations in accordance with the applicable federal regulations.

c. In determining if a 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, and no further action will be taken.

3. 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 pilots as much privacy as possible while ensuring the integrity of the sample. Pilots must report directly and promptly to the collection facility.

4. A pilot will not be required to take a random test on his days off. A pilot will not normally be called to the airport to take non-random tests on his days off, except as required by applicable federal regulations.

5. In the event a random test interferes with a pilot’s schedule, such pilot 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.

6. A pilot 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.

7. A pilot who requires schedule adjustments as a result of the testing will be considered a rescheduled pilot pursuant to Section 25.I.

8. If the collection/testing facility is not within the terminal building, the Company shall provide or arrange for transportation to and from the collection/testing facility.

9. A pilot shall be paid at his applicable hourly rate, above guarantee, 0.5 hour pay for each drug test and 0.5 hour pay for each alcohol test, or one hour’s pay for a combined drug/alcohol test. New hires prior to becoming qualified and those tested that result in a confirmed positive result are not eligible for payment under this provision.

Examples:

A reserve pilot accrues 30 hours of flight pay and is available for duty on his reserve days. He is required to take a com-
A regular pilot is awarded a line with a credit value of 78 hours. Due to a voluntary 10-hour trip drop, his adjusted guarantee drops to 68 hours. He is required to take a combined drug and alcohol test. He will be paid his adjusted guarantee (68 hours) plus one hour, or 69 hours.
Section 16
Workers’ Compensation Benefits

A. In the event an occupational illness or injury occurs that results in Workers’ Compensation benefits, the Company shall comply with applicable statutes.

B. If a pilot suffers an otherwise compensable injury and is ineligible for Workers’ Compensation benefits due solely to the geographic location at which the injury occurred, the Company shall provide such pilot with benefits no less favorable than the benefits for which he would have been eligible in the state in which he is based.

C. When a pilot is absent from work because of an occupational injury for which he qualifies for Workers’ Compensation payments, he shall receive pay and credit for his projected credit for the month in which the injury occurred (adjusted by the amount of Workers’ Compensation payments received). Thereafter, such pilot shall receive his monthly guarantee for a period of one (1) month (adjusted by the amount of Workers’ Compensation payments received). There shall be no deduction from the pilot’s sick leave bank during the month of injury and the following month. Thereafter, the pilot may use his accrued vacation and/or accrued sick leave credit to supplement the Workers’ Compensation benefit not to exceed the applicable minimum bid period guarantee.

D. A pilot will continue to accrue sick leave while on Workers’ Compensation.

E. A pilot who is absent from work due to illness or injury due to Workers’ Compensation shall retain all benefits in Section 13, Leaves of Absence.
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Section 17

Missing, Internment, Prisoner or Hostage of War, or Hijacking Benefits

A. Any pilot 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 monthly guarantee, or trips missed, whichever is greater. This monthly compensation shall continue for up to 24 months or until such pilot 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 pilot shall be entitled to the benefits provided for under Section 27.D of this Agreement.

B. The monthly compensation allowable under this Agreement to a pilot who becomes or is reported as a prisoner or hostage of war, MIA, or who is hijacked shall be credited to such pilot on the books of the Company and shall be disbursed by the Company in accordance with written directions from him (including existing direct deposit).

C. Any payments due to any pilot under this section that are not covered by a written direction shall be placed into an interest-bearing account in the pilot’s name at a savings institution of the Company’s choice, and in the event of his death, shall be paid to the legal representatives of his estate.

D. Pilots 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.
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Section 18: Witnesses and Representatives

A. The following provisions will apply to any fact-finding meeting or hearing conducted under Sections 19, 20, and 21 of the Agreement:

1. Upon written request, which may be submitted via e-mail, witnesses, grievants, and representatives shall be released from duty in order to attend any meeting or hearing, provided that the number of representatives or witnesses called at any one time shall not unduly interfere with the operations of the Company.

2. Witnesses and representatives who are employed by the Company and all grievants shall receive free, positive-space transportation over the lines of the Company, or transportation over the lines of other companies with which the Company has exchange or reciprocal agreements, to the extent permitted by law, from the domicile or point of duty to the System Board hearing and return. Such free, positive-space transportation over the lines of the Company will be on a must-ride basis for hearings conducted under Section 21 of the Agreement.

3. Transportation to attend fact-finding meetings will be based on space-available transportation, unless the Company elects to provide positive space. If a witness, grievant, or representative is unable to obtain space-available transportation, the fact-finding meeting will be rescheduled, and a pilot will not face discipline for being unable to obtain transportation.

4. Association representatives or witnesses may fly out of a location other than their own base as long as the accommodation does not induce additional pay. In such instances where the Association representative or witnesses wish to fly out of a location other than their own domicile, the Association will notify the Company with as much advance notice as possible and by mutual consent facilitate the transport. Free travel for
Section 18: Witnesses and Representatives

witnesses shall be handled in accordance with the provisions of paragraph A.2 of this section.

5. All hearings before the Board under this section shall be held in a location mutually agreed to by the Association and the Company. Should the parties be unable to agree on a location, the metropolitan area in which the Company’s headquarters are located at a site agreed to by the parties will be used for the Board hearing.

B. Witnesses, grievants, and representatives may appear at meetings under Section 19 of the Agreement and initial hearings under Section 20 of the Agreement via telephone conference call with the mutual agreement of the parties, which shall not be unreasonably withheld.

C. Witnesses may provide testimony via telephone conference call at hearings before the System Board of Adjustment by mutual consent of the parties, which shall not be unreasonably withheld, or by order of the neutral member of the Board.
Section 19
Investigation, Discipline, and Disciplinary Grievances

A. Investigations

1. A pilot will not be disciplined without just cause. In those instances where the Company contemplates discipline of a pilot—amounting to discharge, disciplinary time off, suspension without pay, and/or benefits or demotion—such disciplinary action will not be imposed until the Company first conducts an impartial, reasonable, and expeditious investigation of the alleged cause.

2. No discipline will be imposed until a fact-finding meeting is held with the chief pilot, the pilot, and his Association representative(s) (if desired). Such meeting will be held within 10 working days of the date of the Company’s issuance of a written Notice of Investigation advising the pilot of the investigation and reasons for it and of his right to representation. The Company shall give the pilot at least 72 hours’ confirmed notice of the time and date of the fact-finding meeting. Concurrent with the issuance to the pilot, a copy of the Notice of Investigation shall be mailed, as well as sent via e-mail, to the MEC Chairman and Grievance Chairman.

3. A Notice of Investigation must be issued within 15 working days of the date upon which an individual with managerial authority in the Flight Operations Department has, or would reasonably be expected to have, knowledge of the circumstances giving rise to such investigation.

4. Pending such a fact-finding meeting and decision by the Company, the Company may hold a pilot out of service with pay. Written notice that a pilot is withheld from service will be issued to the pilot not later than one working day after the date he is withheld from service. Issuing the Notice, for purposes of this paragraph, means sending it out (i.e., mailing or faxing it with date or postmark or by other delivery service),
or hand delivering it to the other party (not merely sending it on to another member of management or a secretary).

5. The Company will provide the Association with access to Company information relevant to the investigation. If needed to secure documentation and the presence of witnesses, the pilot shall be granted a postponement of the meeting not to exceed 10 days. The parties will enter into a confidentiality agreement on documents as needed.

6. The purpose of the fact-finding meeting is to interview all pertinent witnesses, establish all pertinent facts, review all pertinent documents, and determine any possible solution.

7. A grievant shall have the right to be represented at the fact-finding meeting by a Company employee of his choice or by his duly accredited representative(s). The Company shall provide 72-hour advance notice to the ALPA contract administrator if it intends to have its legal counsel present at a fact-finding hearing.

8. After the fact-finding meeting, the chief pilot or his designee shall render a decision in writing. Such decision shall state the facts, the precise charges, the action taken, and shall be signed by the chief pilot or his designee. Such decision shall be mailed to the pilot, return receipt requested, no later than the fifth working day after the conclusion of the fact-finding meeting unless otherwise extended by mutual agreement. A copy of such decision will be mailed at the same time, return receipt requested, to the MEC chairman, Grievance chairman, and the ALPA contract administrator.

B. Routine Inquiries by the Chief Pilot

1. The chief pilot may make routine inquiries of situations via discussion with a pilot prior to issuing a Notice of Investigation. If the matter is resolved, it is not necessary to issue a Notice of Investigation or conduct a fact-finding meeting.
2. If the matter is not resolved under Section B.1 or if there is a possibility that the pilot may be disciplined, either at the time the conversation is first initiated or during the course of the conversation, then the chief pilot must advise the pilot of the possibility of discipline, of his right to a Notice of Investigation, and of his right to a fact-finding meeting. At this point, the pilot may agree to continue the conversation or choose not to discuss the matter until the fact-finding meeting, with no adverse consequence for electing to defer the discussion.

C. Counseling

Counseling sessions and written counselings shall not be considered as discipline but may be recorded chronologically in a counseling log. The pilot shall receive a copy of all written counselings and notification of any entry in the counseling log. Entries in the log shall be purged after one year provided the pilot does not have an additional entry within that one-year period. In no event shall an entry be maintained in excess of two years.

D. Grievances Pertaining to Discipline

1. Only a non-probationary pilot who is disciplined may file a System Board submission. The pilot will have the option to first file a Grievance or to directly file an appeal to the System Board. Should a pilot elect not to file a Grievance, an appeal to the System Board shall be filed within 30 calendar days after receipt of the Company’s decision and shall be processed according to the provisions of Section 21. Should a Grievance be filed, it shall be processed in accordance with the following procedure:

   a. An initial hearing shall be held by the Vice President of Flight Operations, or his designee, within 20 calendar days after the Company receives the grievance.

   b. The Company shall give the pilot at least 72 hours’ confirmed notice of the time and date of the hearing unless mutually agreed otherwise. The Company will check the
pilot’s schedule and not schedule meetings during the pilot’s trips but rather reasonably before or after trips or on the pilot’s days off.

c. The Association will be provided access to Company information relevant to the grievance. The parties will enter into a confidentiality agreement on documents as needed.

d. A grievant shall have the right to be represented at the initial hearing by a Company employee of his choice or by the Association representative(s) of his choice.

e. Within 10 days following the completion of such hearing, the Company will issue its decision in writing to the pilot with a copy to his MEC Chairman, Grievance Chairman, and ALPA Labor Relations Counsel.

f. If the decision of the Company is not satisfactory to the Association, the Association may appeal the decision to the System Board of Adjustment within 30 days of the receipt of the decision.

2. All time limits within this Section 19 shall be complied with by the Company, the Association and the pilot. If the Company does not comply with the time limits, the grievance shall be considered denied and appealable. In the event the pilot or the Association fails to comply with the time limits, the Company’s action shall be sustained.

3. All time limits within this Section 19 may be extended, orally or in writing, by mutual agreement. Oral agreements shall be confirmed in writing as soon as practicable.

E. Probationary Pilots

1. A probationary pilot shall be entitled to the rights contained in paragraphs 19.A and 19.B above. The Association and probationary pilots retain the right to file grievances alleg-
ing the Company’s failure to provide the procedural rights of Section 19.A and 19.B to any pilot.

2. If the probationary pilot requests a postponement of the meeting under Section 19.A.5 above, the pilot shall be placed on unpaid status as of the date of the originally scheduled meeting. If a postponement results in the meeting being held after a pilot’s probationary period has ended, he shall still be considered probationary for the purposes of Section 19.

3. A probationary pilot shall not be eligible to utilize the provisions of Section 19.A with respect to employment action taken related to his training during his probationary period.

4. Nothing contained herein shall be considered to grant a probationary pilot (or the MEC on behalf of a probationary pilot) the right to file a grievance/submission challenging a probationary pilot’s discharge on the merits.

F. If, as a result of any meeting, hearing, or appeal therefrom as provided herein, a pilot is exonerated, he shall be made whole for any loss of pay and/or Company-provided benefits, and he shall, if he has been held out of service, be reinstated without loss of seniority or longevity. In addition, the personnel records shall be cleared of the charges and all documents relating thereto, and the pilot shall be notified, in writing, that his record has been cleared within 60 days.
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Section 20
Grievances other than Discipline or Discharge

A. Any pilot or group of pilots who have a grievance concerning the application or interpretation of this Agreement shall be entitled to have such grievance handled in accordance with this procedure.

B. A pilot who has a complaint upon which a grievance may be based under this Section 20 must, before filing a grievance, make every reasonable effort to bring the matter to the attention of the Vice President of Flight Operations or his designee and the MEC Chairman or his designee for discussion and possible resolution.

1. Before filing a grievance, a pilot may file a non-compliance complaint (NCC) with the Vice President of Flight Operations or his designee within 30 days after he has, or would reasonably be expected to have, knowledge of the event(s) from which the dispute arises.

2. If an NCC is filed, the Company shall issue a written response to the NCC within 30 days of filing the NCC.

3. If the NCC is not resolved to the pilot’s satisfaction, he may file a grievance in accordance with Section 20. The pilot shall have 60 days from the date on which the Company issued the response to the NCC to file a grievance.

4. The Company agrees to meet with an ALPA representative(s) once a month, or as necessary, at a mutually agreeable time, to resolve NCCs. The Company will provide sufficient time off for members of the Association Grievance Committee to attend these meetings.

5. The Company will drop any trip(s) that conflicts with the days of the NCC session, plus the day before and the day after the session. The Association Grievance Committee members will be pay protected for such dropped trip(s). The cost of the trip drops, hotel, and other expenses for the Asso-
C. Grievances under this section must be filed with the Vice President of Flight Operations or his designee, within 60 days after the affected pilot(s) has, or would reasonably be expected to have, knowledge of the event(s) from which the dispute arises, or 60 days from receipt of the Company’s NCC response. It is not intended that this limitation preclude claims arising out of clerical errors pertaining to pay or benefits under this Agreement. The grievance must set forth a statement of facts giving rise to the grievance and the relief or remedy requested.

D. Grievances under this Section 20 shall be handled in accordance with the following procedure:

1. An initial hearing shall be held by the Vice President of Flight Operations, or his designee, within 20 calendar days after the Company receives the grievance.

2. The Company shall give the pilot(s) at least 72 hours’ confirmed notice of the time and date of the hearing. The Company will check the pilot(s) schedules and not schedule meetings during the pilot’s trips but rather reasonably before or after trips or on the pilot’s days off.

3. The Association will be provided access to Company information relevant to the grievance. The parties will enter into a confidentiality agreement on documents as needed.

4. A grievant shall have the right to be represented at the initial hearing by a Company employee of his choice or by the Association representative(s) of his choice.

5. Within 10 days following the completion of such hearing, the Company will issue its decision in writing to the pilot with a copy to his MEC Chairman, Grievance Chairman, and ALPA Labor Relations Counsel.
6. If the decision of the Company is not satisfactory to the Association, the Association may appeal the decision to the System Board of Adjustment within 30 days of the receipt of the decision.

E. All time limits within this Section 20 may be extended, orally or in writing, by mutual agreement. Oral agreements shall be confirmed in writing as soon as practicable. In the event the Company does not comply with the time limits, the grievance shall be considered denied and appealable. In the event the pilot fails to comply with the time limits, the grievance shall be considered withdrawn and have no value as a precedent.
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Section 21
System Board of Adjustment

A. In compliance with Section 204, Title II of the Railway Labor Act, as amended, a System Board of Adjustment is established for the purpose of adjusting and deciding disputes that may arise under the terms of this Agreement, any amendments or additions thereto, and that are properly submitted to it. The Board shall be known as the “Spirit Airlines Pilots’ System Board of Adjustment,” hereinafter referred to as the “Board.”

B. Composition of the Board

1. The Board shall consist of three members, one appointed by the Company, one appointed by the Association, and one member (hereinafter referred to as the “neutral chairman”) selected in accordance with Paragraph E of this Section 21.

2. An individual appointed as a Board member for a case shall continue as a member until the final and binding decision is issued on that case.

3. The neutral member of the Board shall preside at meetings and hearings of the Board and shall be designated as chairman of the System Board of Adjustment. It shall be the responsibility of the chairman to guide the parties in the presentation of testimony, exhibits, and argument at hearings to the end that a fair, prompt, and orderly hearing of the dispute is afforded.

4. It is understood and agreed that each and every Board member shall be free to discharge his duty in an independent manner, without fear that his individual relations with the Company, the Association, or with the employee(s) may be affected in any manner by any action taken by him in good faith in his capacity as a Board member.
C. Jurisdiction

1. The Board shall have jurisdiction over disputes between any pilot covered by this Agreement and the Company submitted to it by the Association arising out of grievances concerning the interpretation or application of any of the terms or provisions in the Agreement and disciplinary grievances submitted by non-probationary pilots. The action of the Board will not extend to proposed changes in hours of service, rates of pay, or working conditions. The Board shall, however, be empowered to grant, modify, or deny relief or remedy requested.

2. The Board will consider any grievance properly submitted to it by the Association or the Company when such grievance has not been previously settled in accordance with the terms provided for in this Agreement.

D. Submission

All disputes properly referred to the Board for consideration shall be addressed to the Company member and the Association member jointly with a copy to the vice president of Flight Operations or his designee. The petition will include:

- Question or questions at issue.
- Statement of facts.
- Position of employee or employees.
- Position of the Company as set forth in its decision.
- Relief or remedy requested.

E. Selection of Neutral Chairman

1. A list of no less than 12 active arbitrators will be maintained. The arbitrators will be mutually selected. Upon the filing of
the submission with the Company members and Association members, the Company and the Association shall, within 15 days, agree upon the selection of a neutral chairman to sit with the Board in the consideration and disposition of the case, and if agreement is reached, shall advise the members of the Board of the name and address of the neutral member. The following neutral arbitrators are deemed acceptable to the parties and shall be contacted in rotation to serve as chairpersons:

a. Richard Bloch  
b. Lawrence Holden  
c. Fred Horowitz  
d. Joshua Javits  
e. George Nicolau  
f. Dennis Nolan  
g. Gil Vernon  
h. Bonnie Weinstock  
i. Carol Wittenberg  
j. Roger Kaplan  
k. Mark Burdette  
l. Stephen Crable  

2. In the event none of the arbitrators on the panel are available, the parties may mutually agree upon another or request a list of 7 potential arbitrators from the National Mediation Board (“NMB”). The NMB will be asked to provide names of arbitrators who are members of the National Academy of
Arbitrators. The parties will alternately strike names from the list until one name remains. That arbitrator will be selected to serve as the neutral chairman on the System Board of Adjustment. An arbitrator shall be considered unavailable if he is not able to schedule a hearing within 120 days, unless the parties mutually agree otherwise.

3. An arbitrator may be removed from the panel at any time by mutual agreement of the parties.

4. Upon the selection or the appointment of a neutral chairman, the appealing party shall forward a copy of the submission to the neutral chairman. All subsequent documents to be filed with the Board shall be addressed to all three members of the Board.

F. Hearings

1. The chairman shall set a date for hearing that shall be mutually satisfactory with the Association and the Company members of the Board.

2. Pilots having a grievance being heard by the Board may be represented at Board hearings by the Association or such person or persons as they may choose and designate. The Company and Association may be represented by such person or persons as they may choose and designate.

3. Evidence may be presented at the hearing either orally or in writing, or both. The chairman may subpoena evidence and witnesses who may be deemed necessary by the parties to the dispute, or by either party, or by the Board itself.

4. A stenographic report shall be taken of the hearing unless mutually agreed otherwise. The costs of the report shall be borne equally by the parties.
G. Board Decisions

A majority vote of all members of the Board shall be final and binding between the Company and the Association and anyone they may represent having an interest in the dispute. Decisions shall be rendered within 30 days after the close of the hearing and/or briefs have been submitted.

H. Record of Proceedings

The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.

I. Expenses

1. Each of the parties hereto will assume the compensation and expenses of the Board member selected by it, its representative(s), and of the witnesses called or summoned by it, except where otherwise provided herein.

2. The expenses and compensation of the neutral chairman shall be shared equally by the parties.

3. Board members who are employees of the Company shall be granted necessary leaves of absence for the performance of their duties as Board members.

4. Board members shall be furnished free positive-space transportation over the lines of the Company, or transportation over the lines of other companies with which the Company has exchange or reciprocal agreements, to the extent permitted by law, for the purpose of attending meetings of the Board.
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A. Except as otherwise specifically provided in this Agreement, seniority shall govern all pilots in case of filling of positions and displacements, furlough and recall after furlough, schedule awards and where otherwise provided for in this Agreement.

B. Establishment of a Seniority Date

1. Seniority shall begin to accrue from the date of hire as a pilot with the Company and shall continue to accrue during such period of employment, except as otherwise provided in this Agreement. The date of hire shall establish such pilot’s position on the Spirit Airlines Pilots’ System Seniority List.

2. When two or more pilots, who are hired after the signing of this Agreement, have the same date of hire, they shall be placed on the seniority list according to birth date, with the eldest pilot receiving the lowest seniority number. In the case of two pilots having the same birth date, then the pilot with the lowest Social Security number shall have the lower seniority number.

C. Pilots’ Seniority List

1. The seniority list, as approved by the MEC, accepted by the Company, and updated periodically in accordance with this Agreement, will be maintained electronically in a manner accessible to each pilot.

2. Within the first 10 days of January and July of each year, the Company will publish the pilot seniority list electronically, brought up-to-date as of January 1 and July 1, and will provide:

a. The MEC Chairman with a hard copy, upon request,

b. A copy to each pilot via email, and
c. Maintain an electronic archive of seniority lists accessible to each pilot.

Such list will be known as the Spirit Airlines Pilots’ System Seniority List and will contain the names of all pilots entitled to seniority, whether active or inactive, the date of seniority, date of longevity if different than seniority, and, with respect only to the list maintained by the Company and provided to the MEC, the last four digits of the pilots’ Social Security number.

3. When a junior pilot is promoted over a senior pilot by reason of the failure of the senior pilot to qualify in his turn, the senior pilot will retain his position on the Pilots’ Seniority List.

D. Protest

A pilot will be permitted 30 days after the most recent publication of the Pilots’ Seniority List to protest to the Company an omission or incorrect publication affecting his seniority. A pilot on leave or away from his domicile at the time of publication of the list shall have 30 days from the date of his return to his domicile to file such protest. A pilot making no protest within the time specified is bound by the list and has no further recourse, except that: clerical errors may be corrected at any time; and a pilot may protest a subsequent seniority list only if his position relative to other pilots varies from the list immediately preceding it.

E. Loss of Seniority

A pilot will lose his seniority and be removed from the seniority list if he resigns, is discharged and not reinstated, fails to return from authorized leave, or fails to accept recall under the provisions of Section 23.
F. Period of Probation

A pilot will be on probation for the first 12 months of active service from date of hire as a pilot with the Company (exclusive of time spent on furlough or leave of absence).
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Section 23
Reduction in Force, Furlough, and Recall

A. Furlough and Furlough Notification

1. When a reduction in pilots becomes necessary, pilots will be furloughed in the reverse order of system seniority.

2. Voluntary furloughs will be offered by the Company prior to any involuntary furlough. Voluntary furloughs may be restricted by status and equipment and shall be awarded in seniority order to those pilots who have applied for a voluntary furlough, provided such pilots meet the specified restrictions. Pilots who wish to accept a voluntary furlough will be granted a furlough on the same terms and conditions as specified in this section. Voluntary furloughs will be posted, bid, and awarded in accordance with Section 24.F.

3. Each pilot to be furloughed will be notified of the furlough by e-mail to his Company e-mail address, and by certified mail, return receipt requested, at his last filed address. A pilot will be given 30 days’ notice of furlough (unless more notice is required by federal law), or pay in lieu thereof for each day the notice is less than 30 days. The notice period shall begin on the postmarked date of the certified mail.

4. Probationary pilots shall be furloughed in reverse order of system seniority just as all other pilots and shall not be terminated to effectuate the reduction in force.

B. Rights and Obligations of the Furloughed Pilot

1. Each furloughed pilot will email his physical address and email address to the Human Resources department at the email address designated in the furlough notice, and will promptly advise the Human Resources department via email of any subsequent changes.
2. A furloughed pilot shall retain and accrue seniority and have recall rights for a period ten (10) years.

3. A pilot on furlough shall retain on-line pass privileges for one year and the same medical, dental, and life insurance on the same terms and at the same pilot contribution rates as pilots on active status for 120 days if he is furloughed during his first 12 full months of service and 180 days if he is furloughed after his 12th full month of service. The Company may withhold from the pilot’s final paycheck the balance due, if any, for the pilot’s portion of the monthly insurance premium contribution(s) for the remainder of the month in which he is furloughed. Beginning in the next month, a pilot shall submit the pilot portion of the semi-monthly premium on the same semi-monthly timetable as normal payroll is distributed. If the pilot is in arrears in excess of 60 days, the Company may terminate the furloughed pilot’s insurance.

4. A pilot who is furloughed may elect to be paid for all vacation earned and accrued as of the date of the furlough.

5. Pilots shall continue to accrue longevity for pay purposes for up to one year while on furlough.

C. Recall from Furlough

1. Pilots will be recalled in system seniority order.

2. The Company will notify a furloughed pilot of recall by e-mail to the pilot’s e-mail address on file with the Company, and by certified mail, return receipt requested, to the most recent address provided by the pilot. The recall notice will include a copy of the position vacancy bulletin.

3. The Company shall afford a pilot returning from furlough the ability to post electronically his system-wide preference listing via access to FLiCA or its equivalent, or by e-mail with return receipt to the Crew Resources department. Such pilot will participate in the bid award process along with oth-
er pilots in accordance with Section 24. A vacancy bid that returns a pilot from furlough will not be awarded until such pilot has had the opportunity to provide the Company with his system-wide preference listing. Nothing herein shall prevent a pilot from being awarded a position vacancy prior to his requalification.

4. A pilot shall contact the Crew Resources department as soon possible, but in no event later than 14 calendar days from the date the Company mailed the recall notice pursuant to paragraph C.2 above. The Company may consider a pilot to have deferred his recall under Section 23.D.1 below if a pilot has not contacted the Company within 14 calendar days from the date the Company mailed the recall notice pursuant to paragraph C.2. above.

5. A pilot will have up to 30 days from the date the Company mailed the recall notice pursuant to paragraph C.2 above in which to return to active duty. A pilot may elect to return to active duty sooner than 30 days, if requested by the Company. The Company will indicate on the recall notice the date of recall, which will establish the date a pilot is required to report, or be available to report for duty. The date of recall may be different from the effective date of the position vacancy award.

D. Deferral of Recall

1. Pilots may defer recall in system seniority order. In the event a furloughed pilot defers a recall, such pilot will not be eligible to return to duty until the next recall order is issued. The Company is not required to return to duty any number of pilots greater than it deems necessary.

2. If an insufficient number of pilots accept a recall, a mandatory recall will be made in reverse order of system seniority. A pilot must return to duty during the mandatory pilot recall. The Company will notify the furloughed pilot by the methods set forth in paragraph C.2 above that he must either
accept the mandatory recall or be removed from the pilot seniority list, unless the pilot can prove that he is subject to a binding pilot employment contract that will result in a penalty if he accepts recall with the Company. In that case, he will be subject to recall at the end of the term of his contract in accordance with Company need for up to ten years from his original date of furlough. A pilot will have up to 14 days from the date the Company mailed the mandatory recall notice in which to return to active duty. If he declines or does not respond to the mandatory recall, he will be removed from the pilot system seniority list.

3. When a pilot who has deferred a recall returns to active service with the Company at a subsequent recall, he shall do so with no loss of pilot seniority, i.e., no change in relative position within pilot seniority for bidding purposes.

E. Return to Duty Following a Recall

1. A furloughed pilot’s reassignment to duty with the Company will be contingent upon evidence of possession of a current FAA medical certificate required for the position to which he is being recalled. If a pilot is recalled pursuant to a mandatory recall and is unable to be reassigned to duty due to medical reasons, the pilot shall be placed on medical leave under the terms of Section 13.

2. A pilot returning to duty following a furlough shall be provided a reasonable opportunity to requalify, not less than the qualifying period provided in Section 11 (Training) of this Agreement.

3. After reassignment to duty, a furloughed pilot will serve any remaining portion of his probationary period.

4. If a pilot requires training upon recall, he will receive new hire training pay if he was furloughed while in new hire training. Otherwise he will be paid in accordance with his
category pay rate and longevity at the current and applicable Section 3 pay rates. A pilot returning from furlough who had previously completed new hire training and IOE will be returned to payroll on the day he reports for any required training. Pay will be calculated based on the contractual rate for training per day or based on the prorated minimum monthly guarantee, whichever is greater. In the event that a pilot returning from furlough requires no training to return to line flying, he will be returned to payroll as of the date of his required availability to the Company as indicated on his recall notice.

5. Upon recall, a pilot will be awarded a vacancy in accordance with Section 24 of this Agreement.

6. Upon recall, or upon completion of training if required, a pilot will have the opportunity to bid for a monthly schedule if qualified prior to the opening of the monthly bidding process. If he is not qualified prior to the opening of the monthly bid process, the pilot shall work jointly with Crew Scheduling to build from open flying a regular, relief, or reserve line that meets or exceeds his prorated minimum guarantee in accordance with Section 25.

F. General

1. The Company will provide a list of all pilots receiving furlough and recall notifications to the MEC Chairman.

2. The provisions of this Section 23 will be included in all furlough and recall notices.

G. Furlough Pay

A Pilot shall receive furlough pay, as set forth in the following table:
<table>
<thead>
<tr>
<th>Seniority Requirement</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 completed year of service</td>
<td>1.0 months</td>
</tr>
<tr>
<td>2 completed years of service</td>
<td>1.5 months</td>
</tr>
<tr>
<td>3 completed years of service</td>
<td>2.0 months</td>
</tr>
<tr>
<td>4 completed years of service</td>
<td>2.5 months</td>
</tr>
<tr>
<td>5 completed years of service</td>
<td>3.0 months</td>
</tr>
<tr>
<td>8 completed years of service</td>
<td>4.0 months</td>
</tr>
</tbody>
</table>

The Company will be excused from compliance with the provisions of Section 23.A.3 and Section 23.G in the event that a circumstance over which the Company does not have control causes the furlough. Furlough pay shall be paid in a lump sum based on the pilot’s hourly pay rate at the time of furlough and based on minimum guarantee and shall not be subject to any retirement contributions.

The phrase “circumstance over which the Company does not have control” includes, but is not limited to, a natural disaster; labor dispute (which includes a strike, rolling strike, intermittent strike, the picketing of any of the Company’s premises, or any other work stoppage); grounding of a substantial number of the Company’s aircraft by a government agency; reduction in the Company’s operations because of a decrease in available fuel supply or other critical materials due to either governmental action or commercial suppliers being unable to provide sufficient fuel or other critical materials for the Company’s operations; revocation of the Company’s operating certificate(s); war emergency; owner’s delay in delivery of aircraft scheduled for delivery or manufacturer’s delay in delivery of new aircraft scheduled for delivery, provided that the above or similar circumstances have a material or substantial impact on the Company’s operations.
Section 24
Filling of Positions

A. Pilot Staffing

Pilot positions shall be staffed with a sufficient number of pilots to accommodate the total flying time required to be performed by each position. In addition, the Company shall staff each position with additional pilots to provide for reserve coverage and to cover both planned and anticipated shortages due to sick leave, association leave, training, annual and floating vacation, and special projects. Management Pilots shall not count in the number of pilots required for adequate staffing.

B. Positions

1. Permanent Positions

   a. A permanent position shall be awarded to each pilot. A pilot who performs duty within the scope of this Agreement shall do so pursuant to his awarded or assigned permanent position in accordance with the provisions of this Agreement.

   b. A permanent position vacancy shall exist and shall be filled when:

      1) The total required number of pilots assigned to a category is increased for a period anticipated to be greater than eight months;

      2) A pilot holding a position on a permanent basis vacates that position and there is no decrease in the number of pilots required;

      3) A temporary position is reclassified as a permanent position because it has existed for more than eight months.
2. Temporary Position

a. Except as provided in B.1.b.3 above, a temporary position shall exist when:

1) The total number of pilots assigned to a position is increased for a period anticipated to be eight months or less.

2) A pilot holding a permanent position is unable to fly in that position because of a lack of initial qualification.

3) A pilot holding a permanent position is unable to fly in that position because his replacement has not been trained.

b. Temporary positions shall be posted for bid and awarded in accordance with the provisions of Sections 25.B.3.c and 25.C.5.

C. System-Wide Preference Listing

1. Each pilot shall electronically submit to the Company a list of prioritized preferences for all positions in the system. Pilots shall be permitted to qualify their preference for a position by indicating the desired percentage of domicile seniority held. For example: A pilot may indicate a preference for Airbus captain DTW at 80 percent. This means that a bidder with this preference would only be successful if as a result of the award, he would be in the top 80 percent of DTW Airbus captains. The pilot would not be awarded the position if he were to fall in the bottom 20 percent. Each pilot may electronically access, view, edit, or change this system-wide preference listing at any time other than at the close of a bid until such bid is awarded and posted as final. Pilots may elect a voluntary displacement preference option. Pilots shall be permitted to qualify this election as to the positions desired.
2. If a pilot does not have on file a system-wide preference listing or his system-wide preference listing reflects insufficient choices to accommodate his seniority, he shall be considered to be bidding in his current position, and if his seniority no longer entitles him to such position, he shall be considered to be bidding in the highest paying position to which his seniority entitles him at his domicile.

Example:

Where, due to a reduction bid, a DTW captain can no longer hold his position in DTW, and his system-wide preference listing has insufficient choices, he will be awarded DTW F/O if his seniority allows. This is the highest paying position in his domicile that his seniority allows. If he lacks the seniority to hold an F/O position in DTW, he will be awarded the highest paying position that his seniority will allow (Captain A330, Captain A320, F/O A330, F/O A320, etc.) and awarded this position in the domicile with the greatest number of positions in that category and type.

In the case of a single fleet type, if the FLL domicile has 100 category positions and ACY has 37 category positions, The DTW Captain’s system-wide preference listing defaults to DTW CA, DTW F/O, FLL CA, ACY CA, FLL F/O, ACY F/O, in that order. If he cannot hold DTW F/O, he is entitled to exercise the same rights as any other voluntary or involuntary displaced pilot under Section 24.

System-wide preference listings are effective immediately upon submission. A pilot’s system-wide preference listing on file shall be canceled when he submits a new system-wide preference listing.

D. Position Roster

The Company shall maintain a roster, revised monthly, on which will appear the name of each pilot on the Spirit Pilots Seniority List. Current copies of such roster shall be maintained in the
office of each chief pilot and on the pilot’s bulletin board at each base and shall be made available electronically at all times for examination by the pilots. A copy shall be provided on each publication date to the Master Executive Council chairman. Such list shall include:

1. The pilot’s seniority number,

2. The pilot’s current permanent position and its effective date,

3. Any temporary position and its effective date,

4. Whether the pilot is in an equipment freeze and if so, the projected release date.

5. Whether the pilot is serving as a Training Pilot or a trainee during the month who will not bid a schedule.

6. Whether the pilot is qualified for his permanent position,

7. Whether the pilot is on leave, vacation, furlough or other inactive status,

8. Whether the pilot is transferred to management duty.

E. Position Vacancy Bulletins

1. Position vacancy bulletins shall be numbered consecutively with the Position Reduction Bulletins using a numbering system indicating the year and bulletin number, e.g. 09-01, 09-02, 09-03, etc.

2. A position vacancy bulletin may reference more than one position but shall have the same effective date for all listed positions, which shall be the first of a month.

3. All position vacancy bulletins shall be published to all pilots. Notice of a position vacancy bulletin shall be considered as
furnished to each pilot by posting at each domicile, and electronic posting.

4. New hire pilots and pilots accepting recall from furlough shall bid for their positions on bulletins with all other pilots. Except, so long as all other pilots have had an opportunity to bid on the positions, the new hire pilots may bid later among themselves.

5. A position vacancy bulletin shall include:
   
a. The number of vacancies by position.

   b. The effective date of the position.

   c. A general statement regarding the reason for the bulletin.

   d. A deadline date for bid closing that will be no earlier than 10 days from the bulletin date.

   e. The award date of the position vacancy bulletin. The awards shall be posted immediately at the conclusion of the awarding process but in no event later than 10 days after bulletin closing.

   f. A statement that the position vacancies may produce secondary vacancies and that all such vacancies will be awarded or assigned concurrently.

6. Any position vacancy bulletin may be canceled at any time up to its effective date. Any changes to a bulletin at any time will require a cancellation or a rebulletin and reaward.

F. Position Reduction Bulletins

1. All positions that are being reduced will be bulletined.

2. Position reduction bulletins shall be numbered consecutively with the position vacancy bulletins using a numbering sys-
tem indicating the year and bulletin number, e.g., 09-01, 09-02, 09-03, etc. Position reduction bulletins may be combined with position vacancy bulletins.

3. A position reduction bulletin may reference more than one position but shall have the same effective date for all listed positions, which shall be the first of a month.

4. All position reduction bulletins shall be published to all pilots. Notice of a position reduction bulletin shall be considered as furnished to each pilot by posting at each domicile, and electronic posting.

5. A position reduction bulletin shall include:
   a. The number of reductions by position.
   b. The effective date of the position.
   c. A general statement regarding the reason for the bulletin.
   d. A deadline date for bid closing that will be no earlier than 10 days from the bulletin date.
   e. The award date of the position reduction bulletin. The awards shall be posted immediately at the conclusion of the awarding process but in no event later than 10 days after bulletin closing.
   f. A statement that a pilot holding the reduced position may volunteer for displacement under the bulletin.
   g. A statement that the position reductions may produce secondary displacements and that all such secondary displacements will be awarded or assigned concurrently.

6. Any position reduction bulletin may be canceled at any time up to its effective date. Any changes to a bulletin at any time will require a cancellation or a rebulletin and reaward.

24-6 Section 24: Filling of Positions
G. Awarding Positions

1. The bid of each pilot shall be that reflected on his system-wide preference listing.

2. Position vacancies and voluntary displacements shall be awarded in system seniority order, honoring the most senior pilot’s bid first.

3. The following describes the required methodology to be used for awarding position vacancy bulletins, position reduction bulletins and when position vacancy bulletins and position reduction bulletins close simultaneously:

   a. Create vacancies in the award process equal to the number of posted vacancies.

   b. Identify (temporarily highlight) those pilots who through position reductions may lose their position.

   c. Identify (temporarily highlight) those pilots in positions being reduced who have volunteered for displacement (if any).

   d. Beginning with the most senior pilot on the Spirit Airlines Pilots’ System Seniority List, ask the following questions:

      1) Is the pilot in the position he wants to remain in based on his system-wide preference listing?

         (a) If yes, move to the next more junior pilot on the System Seniority List and ask question d.1) above.

         (b) If no, is there a vacancy in any position he would prefer?

             (i) If yes, award him that vacancy and reduce the number of vacancies by 1. If reductions had been planned in his original position,
Section 24: Filling of Positions

de-identify the senior-most pilot who had been identified for reduction. If as a result of this award, a secondary vacancy is created, preference processing must return to the most senior pilot on the System Seniority List to afford each pilot an opportunity to preference each secondary vacancy. If no secondary vacancy is created, move to the next more junior pilot on the System Seniority List and ask question d.1) above.

(ii) If no, move to the next more junior pilot on the System Seniority List and ask question d.1) above.

e. When reaching a pilot who is still identified for reduction, the following questions are asked:

1) Is there a pilot senior to this pilot who has volunteered for reduction?

(a) If no, this pilot is displaced and may use his seniority to either take a vacancy or displace a more junior pilot.

(b) If yes, the more senior pilot may use the more junior pilot’s seniority to either take a vacancy or displace a more junior pilot. However, if none of the more senior pilot’s voluntary displacement preferences can be satisfied, his voluntary displacement election shall be rescinded and question e.1) is repeated.

The award process continues until all vacancies (including secondary vacancies, if any) have been filled, and all pilots identified for reduction have been either de-identified or displaced to a new position and any secondary displacements, if any, have been awarded.
4. When awarding reductions, the Company will offset the reductions by the number of displacees who have been awarded new positions, and award the voluntary displacements first. If reductions still remain, pilots will be involuntarily displaced in reverse seniority order.

5. When awarding vacancies, all bulletined positions (primary vacancies) and those vacant positions resulting therefrom (secondary vacancies) shall be awarded concurrently.

6. In the event there are insufficient bidders, the position will be filled by assignment in reverse seniority order.

7. Seniority notwithstanding, the Company may:
   
a. Aircraft-type freeze (A319, A320, A321): elect to bypass a pilot when the pilot is in training or has performed duty in a different aircraft type for fewer than 12 months from the earlier of (1) the start of training, or (2) the effective date of his permanent position, except the pilot shall not be bypassed when the new position is an upgrade or transition to a new aircraft-type on the property.

b. Aircraft-type freeze (all other aircraft types): elect to bypass a pilot when the pilot is in training or has performed duty in a different aircraft type for fewer than 24 months from the earlier of (1) the start of training, or (2) the effective date of his permanent position, except the pilot shall not be bypassed when the new position is an upgrade to a new aircraft type on the property.

c. Elect to bypass a pilot on leave of absence unless the pilot volunteers to return to service in order to accept the position.

d. Elect to bypass a pilot for upgrade to captain who does not meet the qualifications in paragraph G.11 below.
8. No pilot shall be required to maintain qualifications on more than one aircraft type. For the purposes of paragraphs G.7.a, .c, .d, G.8, G.9, and G.10, the A320 series and the A330 are considered two different aircraft types.

9. A pilot (except check airmen and Management Pilots) will be restricted from flying any aircraft type other than what he is awarded.

10. All vacancy bids and awards will be aircraft-type specific.

11. A pilot being considered for upgrade to captain must meet all FAA qualification requirements and possess an ATP certificate. In addition, he must possess:
   
a. 4,000 hours total pilot time
   
b. One of the following:
      
      1) 750 hours PIC (turboprop and/or turbojet) and 750 hours flight time with Spirit Airlines; or
      
      2) 500 hours PIC turbojet, and 500 hours FAR Part 121 turbojet PIC or SIC, and 250 hours flight time with Spirit Airlines; or
      
      3) 500 hours A320 series PIC; or
      
      4) 1,000 hours SIC FAR Part 121 turbojet and 500 hours’ flight time with Spirit Airlines.

12. The Company may change the minimum qualifications set forth in paragraph G.11 above for any status or adopt minimum qualifications for a new status under the following conditions:
   
a. The change (or new standard) is applied uniformly to the pilot group;
b. The change (or new standard) is posted electronically to all pilots a minimum of 30 days prior to implementation;

c. The Association is given advance notice and is able to meet with the Company to discuss any intended change(s). Any intended change(s) will not go into effect without input from the Association and until 30 days after said meeting between the Company and the Association.

13. When a reduction in the number of permanent positions takes place, pilots in the positions affected may be voluntarily displaced in their order of preference in accordance with their system seniority. Pilots wishing to be voluntarily displaced shall indicate so electronically as part of their system-wide preference listing. If a pilot elects to be voluntarily displaced, he is indicating that he wishes to have his voluntary displacement preferences processed in seniority order prior to the process of inverse seniority order displacements.

14. An involuntarily displaced pilot may exercise his seniority to fill any vacancy or displace a more junior pilot in any position, provided he satisfied the qualification requirements of paragraph G.11 above, if applicable.

15. A voluntarily displaced pilot will have the same vacancy and/or displacement rights as the pilot who would have been displaced, i.e., the most senior volunteer may use the most senior displacee’s rights.

16. The aircraft-type freezes contained in paragraph G.7.a and .b above will be broken in the case of involuntary displacement. They will not attach to a position awarded as a result of an involuntary displacement.

H. Temporary Positions

1. A temporary position vacancy will be a vacancy in any location anticipated to exist for eight (8) or fewer months. Such
temporary positions may be filled in accordance with seniority as follows:

a. By available qualified pilots at the domicile(s) indicated in the vacancy bid for the temporary position.

b. If no qualified pilots are available at the domicile(s) indicated in the vacancy bid for the temporary position, the temporary vacancy will be offered to qualified, available pilots system-wide.

c. If no qualified pilots are available system-wide, then the junior qualified pilot may be assigned to the vacancy. If there are no qualified pilots in the system to be assigned, the Company will assign the most junior initially qualified pilot in the system.

2. The Company will electronically post temporary position vacancies with the bid package. Pilots desiring to bid temporary positions shall bid schedule choices in both their permanent and desired temporary positions.

3. A pilot filling a temporary position away from his domicile will be provided lodging, per diem, and transportation to and from his domicile and the lodging facility pursuant to Section 5.B.4 and 5.C.4.

4. Temporary positions will not occur in domiciles where displacements are occurring.

I. New Domiciles and Settlement Time for New Permanent Positions

1. The Company will provide notice to the Association when it intends to open a new domicile.

2. No pilot will be required to report to a new domicile on fewer than 30 days’ written notice.
J. Co-Domiciles

1. Co-domiciles means two or more airports served by pilots within the same domicile provided that any of the airports are no more than 50 statute driving miles distance from the primary domicile and no two airports are more than 75 statute driving miles distance from each other.

2. Every effort will be made to originate and terminate pairings at the same airport. If the pairing terminates at a different airport from where the pairing originates, the Company shall provide transportation. Time spent traveling between co-domiciles shall be considered surface deadheading and the provisions of Section 8.C shall apply.

3. If a pilot’s trip originates at one airport and terminates at another, release time, per diem calculations, and Section 12 duty period limitations will apply and will not terminate until 15 minutes following the pilot’s arrival back at the airport of origination.

4. The Company shall notify the Association if it wishes to designate a domicile as a co-domicile. Details of the co-domicile operation (e.g., report times, crew facilities, parking, v-files, computer access, line construction) will be discussed between the Company and the Association prior to the establishment of the co-domicile.

5. If co-domiciles are established, one of the airports will be designated as the primary airport and reserve reporting requirements will be based on that location. In the event the primary airport is deactivated, the parties will meet and confer to determine the appropriate report time.

K. Commencement of Training, Pay, and Duties in New Position

1. Assignment to Training. The training start date for a position award may be on the effective date or any day in the month prior to the effective date.
a. Except as otherwise provided in this Agreement, pilots shall be trained in seniority order.

b. In the event pilots on the same bulletin award have varying degrees of qualification, pilots may be grouped according to such qualification, and trained in those groups out of seniority order. However, within each grouping, pilots must enter training in seniority order.

c. When there is more than one training class for a bulletin award, a pilot eligible to enter training may, seniority permitting, elect to bypass a training class and enter a later class.

2. Currently Qualified Pilots

a. A pilot awarded a position who is currently qualified for the position as of the date of the bid award, shall commence his duties and pay rates in the position on the effective date of the position or in the case of recalled pilots not requiring training, on the date of availability to the Company as indicated in the recall notice.

b. Paragraph K.2.a above notwithstanding, pilots on the same bulletin shall go on the line in seniority order.

3. Pilots Not Currently Qualified

a. When an award is made to a pilot who is not currently qualified in the position, the pilot shall commence flying duties and pay rates in such position as of the first day of such qualification. However, a pilot who has not completed qualification, for reason other than his own unavailability, within 60 days after either the training start date or the effective date, whichever is earlier, shall be assigned to the awarded position for pay purposes but may fly in his previous position.
b. Paragraph K.3.a above notwithstanding, pilots on the same bulletin shall, when qualified, go on the line in seniority order.

c. Pilots awarded positions with a training start date on or before the 12th day of the month will be non-bidders. Pilots awarded positions with a training start date after the 12th day of the month will bid in their current positions for that month. Both bidding and non-bidding pilots will be handled as follows:

1) The pilot will be released four days prior to the training start date.

2) The pilot will be paid average line value for his current position plus an additional 50 percent of all credit hours generated prior to the training start date.

For example: Transition ground school begins on November 20. The pilot bids for a line in November. He is released from duty after a trip ending the 13, the remainder of his line going to open time/relief lines. He had 40 hours worth of credit at his release, and the average line value in his current position is 75.8. He is paid 75.8 plus 20 (50 percent of the 40 hours) for a total of 95.8 hours for the month of November.

3) Non-bidding pilots may request days off and will be given a relief line.

4. In the event that a pilot is required to attend training as the result of a voluntarily awarded bid, and that training coincides with the pilot’s scheduled vacation, the pilot’s vacation will be postponed, and the pilot shall reschedule his vacation.

5. In the event that a pilot is required to attend training as the result of an involuntary displacement, and that training coincides with the pilot’s scheduled vacation, the pilot shall have the option to either take or reschedule his vacation.
6. Notwithstanding K.3.a above, a pilot will be considered to have successfully completed the training required for a position the day following successful completion of IOE or OE.

7. Flight Duties Performed in an Awarded Position Prior to the Effective Date.

Pilots performing flight duties in an awarded position prior to the effective date will be scheduled in accordance with Section 25.B.3.f.(5). Recalled pilots, and pilots whose awarded domicile is different from their previous domicile, will be deemed to have been awarded a temporary position away from domicile in accordance with Section 24.H and entitled to per diem and lodging in accordance with Section 5.

L. General

1. A pilot will be awarded a position in accordance with the provisions of Section 24 Filling of Positions and Section 22 Seniority.

2. The position vacancy bulletin award process and the position reduction bulletin award process will be monitored by at least two members of the Association. The Company will provide the Association member(s) free from duty periods to facilitate the monitoring of the award process. In addition, the initial implementation of, and any subsequent change to, the award methodology is subject to the approval of the Association.

3. On the opening date of any position vacancy bulletin or position reduction bulletin, the Company shall process the standing system-wide preference bids and electronically provide the results of this mock bid award to each pilot.

4. A pilot who is absent due to vacation, sick leave, or leave of absence may notify the chief pilot of the e-mail address to which bulletins shall be sent.
A. Association Scheduling Committee

1. Association and Company representatives shall meet monthly on prescheduled dates. Two Association Scheduling Committee members or designees attending monthly prescheduled meetings and/or Company-requested meetings that result in missed trips shall receive credit for such trips up to a maximum aggregate of 40 hours’ credit per month. The trip drops for such activity are mandatory and may not be denied under any circumstances.

   a. The Company and the Association Scheduling Committee shall jointly construct all lines and pairings so as to assure safety of flight (i.e., no redeye-plus-one pairings, and no more than one check-in per calendar day). Redeye-plus-one pairings have any duty period portion within the hours of 0200 and 0459 local domicile time and after the first flight leg a subsequent flight leg scheduled to depart after 0300 local domicile time.

2. The Association Scheduling Committee members shall have access to Scheduling Department records in order to evaluate compliance by the Company with the Agreement. The Company shall provide the Association Scheduling Committee with electronic, real-time access to all scheduling-related transactions governed by the Agreement. In addition, the Association Scheduling Committee chairman shall not be denied access to the Scheduling Department.

3. Crew Scheduling-related transactions governed by the Agreement will be recorded and preserved for 60 days. In the event a question or dispute arises relative to such data, the MEC chairman or his 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 90 days.
4. The Company and the Association Scheduling Committee will 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 Preparation**

1. Prior to the construction of bid lines, the Company may select and withhold up to 5 percent of the total scheduled flight time in each position. In addition, with MEC notification, the Company may withhold an additional 3 percent for the purposes of building OE training lines.

2. All trips and schedules will be constructed so as to conform to the provisions of this Agreement.

3. The pilot bid package will contain all regular, reserve, and relief lines grouped by aircraft type at each domicile. It is not necessary that every domicile have reserve and/or relief lines. The package will also include the following:

   a. Date issued.

   b. The current monthly bidding sequence and timing.

   c. General Information:

      1) The number of regular, relief, and reserve lines for each position, indicating how many, if any, are temporary.

      2) Training and checking scheduling and the names of pilots eligible to bid such training and checking.

      3) Awarded vacation listing by position and name and open vacation periods.

      4) Hotel information.
5) Known charters.

6) Scheduling telephone and telefax numbers.

7) A statement regarding from which bases pilots can bid on temporary schedules in category.

8) Date of the opening and closing of the next month’s bid.

9) Medical certificate due dates.

10) The company will include a nonbinding estimate of the available open time or lack thereof with the monthly schedule.

d. Trip pairings by aircraft type.

e. Specific trip listing that will include:

1) Trip number.

2) Flight numbers and frequency.

3) All scheduled stops by station.

4) Departure and arrival times.

5) Intermediate flight/stop block-to-block times.

6) Total block-to-block times.

7) Report time at domicile and layover stations.

8) Daily on-duty period.

9) Layover station and off-duty time.

10) Total time away from domicile.
f. Bid List

The Company will publish at each domicile a bid list, which shall include the names of all pilots anticipated to be eligible to bid a line and the position in which they are eligible to bid or receive assignments, including an assignment to a temporary position. The bid list will also include a list of those pilots anticipated to be assigned as Training Pilots for the month. A line of time in a position shall be bid by:

1) Pilots who are initially qualified, or who have completed their observation (if required) and are qualified (including IOE) prior to the opening of the monthly bid process.

2) Pilots awarded positions with a training start date after the 12th day of the month will bid in their current positions for that month. Pilots with a training start date on or before the 12th day of the month will be listed in the bid package as nonbidders.

3) Training Pilots who are anticipated to be available for a line of flying.

4) A pilot who, if he is returning to flight duty from a period of extended illness or injury, is current and holds a valid medical certificate as of the time of the opening of the bid.

5) A pilot who is disqualified from bidding a schedule under the provisions above, and who thereafter becomes qualified/active shall work jointly with Crew Scheduling to build from open flying a regular or relief line that meets or exceeds his prorated guarantee.

g. "Regular Lines" that shall contain:
1) A planned sequence of trips with intervening days off arranged in a schedule for the month and a variety of bid lines.

2) No more than 90 block hours.

3) No out-of-base trips.

4) No reserve days.

5) To the maximum extent possible, blocks of five consecutive days off in domicile. In lieu of the above, to the maximum extent possible, no less than four consecutive days off in domicile, except regular lines may contain blocks of less than four consecutive days off in domicile on the first three and last three days of the month. Exceptions to multiple day-off blocks may occur with prior consultation of the Scheduling Committee chairman.

6) No more than 29 block hours within a seven-day period.

h. “Relief Lines” that shall, at the time of publication of the bid package, contain no fewer than 15 days off. A pilot bidding a relief line may request specific blocks of days off. The relief pilot may indicate his willingness to waive the blocks of days off requirements in paragraph h.2 below, or his preference for specific blocks of days off in lieu of the blocks of days off requirements in paragraph h.2 below. Relief lines will be constructed so as to honor, to the extent possible, the pilot’s request for days off, in seniority order. By the time of award and publication of the final schedule, relief lines shall contain:

1) In the following order: as many trip(s) as possible, then reserve days and/or charters. All Short Call Reserve (SCR) placed on a relief line must be the same RAP.
2) To the maximum extent possible, blocks of five consecutive days off in domicile. In lieu of the above, to the maximum extent possible, no less than four consecutive days off in domicile, except relief lines may contain blocks of less than four consecutive days off in domicile on the first three and last three days of the month. Exceptions to multiple day-off blocks may occur with prior consultation of the Scheduling Committee chairman.

3) High Minimums and Green on Green

   (a) A pilot with fewer than 100 hours in category may be awarded a relief line to avoid his being paired on a schedule with another pilot who also has fewer than 100 hours in category, or to avoid his assignment to a reserve schedule. Any pilot awarded or assigned a reserve line as a result of the out-of-seniority award of such relief line shall have the value of his line, or his minimum monthly guarantee, increased by five hours. This reserve line will contain the same days off as his originally awarded relief line.

   (b) The Company may assign a relief line to a pilot on high minimums or a green pilot for one complete bid period. The number of hours that will be required for a pilot to complete high minimums shall be established by FARs.

4) No more than 29 block hours within a seven-day period.

   i. “Reserve Lines” that shall contain:

      1) Intervening periods of availability and planned days off arranged in a schedule for the month;
2) Long Call Reserve lines will contain only Long Call Reserve periods for the Position and Short Call Reserve lines will contain only Short Call Reserve periods for the Position;

3) To the maximum extent possible, blocks of five consecutive days off in domicile. In lieu of the above, to the maximum extent possible, no less than four consecutive days off in domicile, except reserve lines may contain blocks of less than four consecutive days off in domicile on the first three and last three days of the month. Exceptions to multiple day-off blocks may occur with prior consultation of the Scheduling Committee chairman.

4) A reserve pilot shall be entitled to eight immovable days off (nonworking, non-movable, and immune from assignment). Four consecutive immovable days shall be designated by the pilot and four consecutive immovable days shall be designated by the Company prior to the issuance of the final schedule, except that days off during the transition period may not be designated as immovable. In the event that the pilot’s schedule contains less than four days of which may be designated as Company-designated immovable days due to vacation, leave, etc., the Company-designated days will be awarded to the maximum extent possible, e.g., three consecutive days. However, days off during the transition period may not be designated as immovable. The remaining days off shall be movable.

4. The Company and the Association agree to explore the use of bimonthly bid periods on a trial basis.

C. Bidding and Awarding Schedule

1. Pilots will be required to submit monthly bids through Electronic Shift Trade. Any additional method of communicating bid information that is mutually agreeable will be adopted.
2. If a pilot is eligible for monthly bidding but is unable to bid electronically because he is on vacation, sick leave, jury duty, military leave, training, or other Company duty other than active line flying at the time the bid closes, he may call in his bid to the Crew Scheduling office prior to bid closing.

3. A pilot not bidding a monthly schedule, not bidding enough lines, or submitting an incomplete bid form, will be assigned the lowest numerical line after all other pilots in the same position have been awarded their lines.

4. The monthly bid awards shall be available within Electronic Shift Trade.

5. Monthly schedules shall be awarded to pilots holding permanent and temporary positions in the base in system seniority order.

6. Planning, Scheduling, and Notification of Training will be handled in accordance with Section 25.R.

**D. Monthly Bid Sequence and Timing**

1. Adequate numbers of the monthly bid packages will be published electronically no later than 1200 hours Eastern time on the sixth business day of the preceding month. Bidding will be open for five days (120 hours), closing at 1200 hours Eastern time, and be awarded and posted immediately thereafter.

2. Transition Open Time

Transition Open Time will be posted in Electronic Shift Trade no later than 1200 hours Eastern Time on the third day (72 hours) after the closing of the monthly bid and shall remain open for 48 hours.

3. Final Schedule and Initial Open Time
Initial Open Time will be posted for bid in Electronic Shift Trade no later than 1700 hours Eastern Time on the next day following the close of Transition Open Time. The Final Schedule will be available at the same time.

4. Closing and Awarding of Initial Open Time Bids

Bidding for Initial Open Time shall close two days following Final Schedule at 1200 hours Eastern Time, and shall be awarded immediately thereafter.

5. The dates set forth in subparagraphs D.1-4 above may be amended with the concurrence of the Association Scheduling Committee.

E. Final Schedule

After the initial bid award, the Company will resolve scheduling conflicts. The final schedule will be completed as follows:

1. The Company will remove all bid trips, carry-in trips, and R days that conflict with planned absences (e.g. vacation, training). Removed trips must be placed in Open Time.

2. Bid-to-Bid Conflicts

A conflict block is defined as a block of days beginning with the earliest day in the current month and ending with the latest day in the new month, containing trips or R days that result in legal (FAR), physical (overlapping trips), or contractual conflicts. All modifications will be made in the new month, except for the removal of a single R day, and if necessary, a portion of an adjacent R day in order to provide a thirty (30) hour free from duty period. A schedule with an excess of 29 block hours in a 7 day period does not constitute a conflict within the conflict block. Removed trips must be placed in open time. No accommodation is allowed outside of the conflict block. No trip may be split in such a way that would create more than one check-in per calendar day.
a. Lineholders

1) A Pilot holding a Regular Line in both the current and new months will have any conflicts resolved, without pay protection. Such conflicts will be resolved in the new month. Trips that carryover from the current month into the new month may be split in the new month only.

2) As much as practicable, conflicts will be resolved with minimum credit loss. Trips or partial trips may be dropped as necessary to resolve the conflict. A trip may be split even if it does not pass through the pilot’s domicile. Crew Resources will add trips or R days only on the days of the originally dropped trips to the maximum extent possible, not to exceed the pilot’s original line value plus five (5) hours.

3) Training will not be added in the conflict block so as to create non-contiguous days off.

b. Reserves

1) A Regular or Relief Pilot awarded a Reserve Line in the new month will have any conflicts resolved in the new month only, unless the conflict can be resolved in the current month by the removal of a single R day, and if necessary, a portion of an adjacent R day in order to provide a thirty (30) hour free from duty period. The full reserve guarantee will apply only to the Company’s removal of the single R day.

2) A Pilot holding a Reserve Line in either the current month or the new month will have any conflicts resolved by removing a single R day, and if necessary, a portion of an adjacent R day in order to provide a thirty (30) hour free from duty period in either the current or the new month. R days will be removed to preserve contiguous days of work when
possible unless it would cause a Holiday referenced in Section 3.J. to be dropped. The full reserve guarantee will apply only to the Company’s removal of the single R day.

3) Training will not be added in the conflict block so as to create non-contiguous days off.

3. Transition Open Time

a. Pilots awarded a Regular Line in the new month who had a bid-to-bid conflict resolved pursuant to Paragraph E.2 above may drop trips and/or R days, or trade trips and/or R days with open time within the original conflict block of the new month without restriction, in seniority order, and without pay protection. Adds or trades with open time will be allowed up to the maximum of the Pilot’s original line value plus five (5) hours. Current month transactions are subject to adequate reserve coverage.

b. Pilots who create a conflict at or after initial award of their new month line award shall be excluded from participating in Transition Open Time.

4. Relief Lines

a. Following the close of Transition Open Time, the Company will complete and award relief lines (if there are fewer relief lines than anticipated at the time of bid package publication, additional reserve lines will be constructed and assigned to those pilots not able to hold a relief line; the reserve line will be constructed so as to honor, to the extent possible, the pilot’s request for days off, in seniority order); and

b. Prepare the initial open time list containing all open time remaining after the accommodations under this Paragraph E above have been completed.

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c. The results of the final schedule will be available electronically within CrewTrac and Electronic Shift Trade.

d. In preparation of the final schedule, the Company may not schedule a pilot in excess of 29 hours within a seven-day period.

F. Initial Open Time Publication

1. Initial open time will be published at the same time as the final schedule. At the time of publication, it will be posted for bid in Electronic Shift Trade.

2. Regular and relief lineholders may submit trip drops, trip adds, trip trades with initial open time, and/or mutual trip trades by submitting such requests in Electronic Shift Trade.

3. Reserve lineholders may request R-day adds, trades with R days in initial open time, or mutual R-day trades (i.e., pilot to pilot trades) by submitting such requests in Electronic Shift Trade. Mutual R-day trades will be permitted from the “outside in” only. Mutual trades resulting in a single R-day will not be allowed.

4. Initial open time will be awarded in the following order:

   a. Award to regular and relief pilots in seniority order adding and/or trading with open time (as defined in Paragraphs G.3.a-c, below).

   b. Award to regular and relief pilots submitting mutual trades.

   c. Award to regular, relief, and reserve pilots in seniority order picking up or trading R days in open time or with each other.

5. The results of the awarding of initial open time shall be available in Electronic Shift Trade.
G. Daily Open Time

1. Bidding and Awarding Daily Open Time Available Beyond Two Calendar Days

a. Scheduling transactions include all trip trades, trip drops, and floating vacation awards. A trip drop or a floating vacation request, whether a single transaction or part of a trade with open time, shall be granted when there is adequate reserve coverage as outlined in Section G.1.k below.

b. Trip Trades (Daily Open Time or Mutual)—trip trades will be processed continuously with daily open time and awarded immediately, in accordance with this Section 25.G.

c. Approved trip or R-day drops and trips or R days dropped due to floating vacation may be posted in open time at the straight time rate.

d. Scheduling shall place all published and unpublished open trip pairings into the Electronic Shift Trade Daily Open Time Pot as soon as known by Scheduling.

e. Pilots may request trip or R-day adds, trip or R-day drops, trades with daily open time, and/or mutual trip or R-day trades within Electronic Shift Trade. Such requests shall be processed and awarded automatically and continuously on a first-come, first-served basis, in accordance with the provisions of this Agreement and the FARs. An archive of the daily open time transactions will be available to the Association Scheduling Committee in accordance with 25.R.

f. LCR and SCR placed into open time must be picked up as an entire block. Such blocks shall be kept outside of, and not influence, the reserve grid. Once picked up, such blocks may only be mutually traded in their entirety. The
greater of trip(s) assigned or minimum credit of four (4) hours per reserve period shall be paid above guarantee.

g. LCR may only be traded with open time LCR. SCR may only be traded with open time SCR of the same RAP.

h. Mutual trades involving LCR days or SCR periods must be for the same type of reserve duty (i.e., no LCR for SCR trades or vice versa allowed). However, an entire block of LCR days may be traded with an entire block of SCR periods, provided that the revised schedules do not conflict with the pilots’ existing schedules. Mutual R day trades will be permitted from the “outside in” only. Mutual trades resulting in a single R day will not be allowed.

1) A reserve pilot may only drop R day(s) associated with a single block of R days as a result of a single transaction or multiple transactions within the bid month, subject to adequate reserve coverage and consistent with the following:

2) R days may be dropped from the “outside in” only;

3) R day drops resulting in a single R day will not be allowed; and

4) A pilot who drops an R day(s) is not eligible for an assignment that touches the R day(s) dropped, except in accordance with Section 25.J.1 (junior assignment).

i. The Daily Open Time Pot shall until 1200 EST/EDT contain all known open flying and R days beyond the next calendar day. Example: Daily Open Time available Wednesday and beyond will remain in the Electronic Shift Trade Daily Open Time Pot until Monday at 1200 EST/EDT. Bids submitted prior to this time will be awarded in first-come, first-served order.
j. A trip pairing in the Electronic Shift Trade Daily Open Time Pot available beyond two calendar days may be assigned to regular and relief pilots who have been removed from a trip or portion thereof and who are time available pursuant to Sections 25.I.

k. Required daily minimum reserve coverage will be established by the Company based on its experience as to the number of required reserve pilots. The required daily minimum reserve coverage may be different for a given day and vary across category, and domicile. Electronic Shift Trade will be programmed to approve a net credit loss transaction on a “green day,” i.e., a day with reserve coverage at or above the required minimum reserve coverage. A “red day” is a day when reserve coverage is below the required minimum reserve coverage. Electronic Shift Trade will be programmed to approve a trade with open time that allows a pilot to add a trip on a red day and simultaneously drop a trip on a red day that, relative to the required minimum reserve coverage threshold, has better reserve coverage. At the end of each quarter, the Association will review the amount of red days in which trades/drops were not allowed due to coverage issues. This “snapshot” of red days is taken after the publication of the final schedule but before the opening of the initial open time bid. If the number of red days in a bid month exceeds 25 percent in any one category/domicile, the Company will decrease the minimum required reserve coverage threshold to allow for the approval of a greater number of net credit loss transactions.

2. Filling Open Time within Two Calendar Days

a. Daily Open Time for the current calendar day and the next day shall be awarded or assigned from the following groups. Except as set forth in Section 25.I.2.e, until three hours prior to the report time of the trip to be assigned, Group “A” pilots must be exhausted prior to assignment of Group “B” pilots. The pilot shall be personally ad-
vised of his award or assignment as soon as practical given pilot rest considerations. Awards/assignments of daily open time are subject to Section 12 and 25 limitations. The Company may assign reserve pilots at any point when filling Open Time within two calendar days, at its discretion, subject to the applicable provisions of Section 25 (e.g., rescheduling rules applicable to reserves in 25.I, reserve duty protections in 25.K.1.a, SCR/LCR assignment methodology in 25.K.4).

Group “A” pilot classifications may be used in any order:

1) Pilots with fewer than 100 hours in category; or

2) Pilots on reserve who can accommodate the assignment within their block of reserve days; or

3) Regular and relief pilots who have been removed from a trip or portion thereof and who are time available pursuant to Sections 25.I (i.e., the pilot can accommodate the trip within his original trip hour period); or

4) Pilots in the following order:

   (a) All pilots legal and available for the assignment who have placed their names on the X List for the day(s); then

   (b) All pilots legal and available for the assignment on the Y List pursuant to Section 25.J.2.e; then

   (c) All pilots legal and available for the assignment on the X/Y Master List for the applicable Position pursuant to Section 25.J.4.c.

b. Except as set forth in Section 25.J.2.e, Group “B” pilots may be used only if no Group “A” pilot is available or
when less than three hours remain to report time. Group “B” pilots are to be assigned in the following order:

1) Reserve pilots for whom the assignment would schedule them into a movable day off but are otherwise within the more restrictive limits of Section 12 and 25;

2) All pilots legal and available for the assignment on the Y list;

3) All pilots who have not been previously contacted on the X/Y Master List for the applicable Position pursuant to Section 25.J.4.c;

4) The junior available pilot in category in the system (subject to the more restrictive of Section 25.J and 12 limits).

5) In the event a pilot in subparagraphs 1-4 above cannot get into position to timely cover the open flying, the Company may select the junior available pilot in category physically closest to the location where the open flying occurs.

6) Assign to Management Pilots.

3. Filling Daily Open Time – General

a. A trip drop or a floating vacation, whether a single transaction or part of a trade with open time, shall be granted when there is adequate reserve coverage as defined in Section 25.G.1.k. This dropped time shall be posted in open time at the straight time rate unless the Company designates the open time as a premium pay trip pursuant to Section 25.J.5.

b. A pilot who submits a trip add and a trip drop simultaneously may indicate a desire to have one transaction
approved only if the other can be likewise approved (i.e., a trip trade with open time).

c. Electronic Shift Trade will provide a specific operational explanation for any disapproval of the awarding of daily open time/trip trades.

d. All denials for trip trades, drops, and open time requests will be immediately available within Electronic Shift Trade.

4. Awarding Open Time

Initial Open Time awards will be made in seniority order unless specifically provided otherwise. Daily open time awards will be made on a first-come, first-served basis. Daily open time within two calendar days will be awarded/assigned in accordance with Sections 25.G.2. and 25.K.4.

5. Trip adds that conflict with the FARs, other scheduled duty, or contractual rest and duty provisions will not be approved.

6. Trip drops that take the pilot’s projected monthly actual time below his appropriate minimum monthly guarantee shall cause the guarantee to be reduced on an hour-for-hour basis by the number of hours the trip goes below the guarantee.

7. Posting and Awarding of Reserve Days in Open Time

a. The Company may place additional R day(s) in open time at any time for pick up by regular, relief or reserve pilots.

b. Regular and relief pilots who pick up blocks of R day(s) may be assigned a trip(s) that is not scheduled for completion within the block of R day(s) picked up.
c. Blocks of R day(s) not picked up from open time will not be junior manned, except in the case of an emergency within 24 hours of the needed block of R day(s), in which case the junior assigned pilot will receive an additional hour of pay and credit.

d. For purposes of determining a pilot’s eligibility to pick up a block of R day(s) or pick up a trip after a block of R day(s), a pilot must have 10 hours of scheduled rest between assignments.

H. Trip Trades (Open Time or Mutual)

1. Trip trades will be processed coincidental with daily open time and awarded immediately, in accordance with 25.G.

2. Trades must not conflict with training or vacation days, and must be in accordance with the provisions of the Agreement and the FARs.

3. All trip trades (including open time adds) must be within category.

4. When a trip trade is denied, the specific reason for the denial will be immediately available within Electronic Shift Trade.

5. Jet-Way Trades

Two pilots may request a “Jet-Way Trade” where one pilot agrees to let another qualified pilot operate a leg of a pairing by calling Crew Scheduling directly. The block credit for the flight leg will be credited above guarantee to the operating pilot. The pilot dropping the flight leg will have the leg block credit deducted from the trip credit. A Jet-Way Trade will be awarded provided no delay of the outbound leg will result and the transaction allows the pilot to be legal for their trip/reserve assignment.
I. Rescheduling

1. The rescheduling provisions in this Section 25.I will be used for the purpose of operational recovery to prevent flight cancellations or delay. A pilot may only be rescheduled within a trip hour period. The intent of these provisions is not to circumvent use of available reserves, open time, X/Y, or junior assignment procedures. Except as provided in Section 12.F, Crew Scheduling shall notify pilots of changes to their trips or time available status as soon as they are known. A Pilot assigned to a trip must be rescheduled in accordance with the limitations of Sections 25 and 12. At no time may the Company schedule a pilot in excess of 29 hours in a seven-day period.

2. a. A pilot rescheduled prior to his first flight leg will be paid above guarantee one (1) minute of flight pay for each two (2) minutes from two (2) hours after report time until either block-out of the next rescheduled flight leg or release into rest.

b. A pilot rescheduled after his first leg will be paid above guarantee one (1) minute of flight pay for each two (2) minutes from the later of original scheduled departure time of the next flight leg or two (2) hours after block-in, until either block-out of the next rescheduled flight leg or release into rest.

c. A pilot who has blocked-in and is scheduled to proceed to the layover hotel may be required by Crew Scheduling to remain at the airport after block-in in order to be rescheduled. In such cases, the pilot will be paid two hours above guarantee at his regular hourly rate of pay whether he is rescheduled or not.

3. A rescheduled Pilot must be rescheduled to return to his domicile (RTD) no later than the End of the Original Trip Hour Period (EOTHP) +4 hours. Flying may not be added to the end of a scheduled or rescheduled trip that would result in
the pilot returning to domicile following the EOTHP. (Prevent assignment of open time via reschedule, e.g. no turns added on last day unless the turn was part of the original reassignment.)

4. If unable to comply with Paragraph I.3 above (i.e. EOTHP + more than 4 hours but within the Pilot’s remaining flight and duty limits) due to unavailability of Spirit or other airline flights, or CBA or FAR conflict, the Pilot will be rescheduled to RTD (either operate or deadhead) as soon as possible unless there is open flying from the city in which the Pilot is located that returns to domicile within the Pilot’s remaining flight and duty limits (with the Pilot’s concurrence).

5. If a Pilot is rescheduled to RTD pursuant to Paragraph I.4 above and operates the flight, the Pilot will be paid and credited 200% of the value of the RTD duty period above guarantee. A pilot who deadheads pursuant to Paragraph I.4 above will be credited above guarantee one (1) minute of flight pay for each two (2) minutes of duty time > two (2) hours past EOTHP.

6. Paragraphs I.3, I.4, and I.5 apply to a block of reserve days (not trips) for a Reserve Pilot.

7. A pilot rescheduled into a duty period on his first scheduled day off, will be paid and credited 200% of the value of that duty period. Additionally, the following provisions apply:

a. Pilot shall be returned to his domicile and released into domicile rest as early as possible on Spirit flight(s) except as provided in Paragraph 7.b. below. RTD routing may not exceed two (2) segments. The Pilot may be required to operate no more than two (2) RTD segments. However, the pilot may elect to perform additional segments if requested by the Company.

b. Other airline flights must be booked in cases where there is no Spirit service that would RTD that day, or in cases
where Spirit service would exceed two segments (Day Off #1), unless the pilot agrees to be scheduled to RTD on Spirit.

c. Pilot must be notified of deadhead or flying responsibilities.

d. A Pilot who is initially notified that the RTD under Paragraph 7.a above will contain any flying and who is subsequently not obligated to fly any portion of the RTD will be paid and credited as if he flew the segment(s).

e. A Pilot notified of deadhead only pursuant to Paragraph 7.c above will not be denied release from further duty and alternate deadhead, and retains pay and per diem as if the deadhead was completed as scheduled.

8. A pilot rescheduled into duty period on a second or subsequent scheduled day off, will be paid and credited 200% of the value of the original trip, the new rescheduled trip, or any subsequent reschedule, whichever is greater.

9. A pilot may waive CBA limits to facilitate deadhead RTD and will be provided positive space deadhead on Spirit flights, or at the option of Crew Scheduling, other airline flights.

10. A pilot rescheduled under Paragraph 1.4 or Paragraph 1.7 above, or rescheduled to remain overnight in domicile not planned as part of his original schedule will upon request, be provided a Company paid hotel room.

11. A pilot may not be rescheduled to facilitate another pilot’s training other than by displacement in accordance with Section 25.M.

12. A Regular or Relief pilot may not be rescheduled to reserve.
13. A pilot rescheduled from his current trip shall be paid and credited five (5) hours above guarantee for each rescheduled duty period that touches 0100-0400 LDT, when the associated duty period of the current trip did not touch 0100-0400 LDT, evaluated on a duty period by duty period basis.

14. When equivalent operational recovery options are available, Crew Scheduling will reschedule the more junior pilot to the extent practicable.

15. Crew Move-Up

In the event of an uncovered flight segment, trip, or the absence of a pilot, a trip may be reassigned to any Regular, Relief, or Reserve pilot who is legal, qualified, and available to fly the uncovered flight segment or trip. When assigning or rescheduling a pilot for a move-up it must be made with the pilot’s consent, under the following guidelines:

a. Restore pilot to his original trip as soon as possible if economically and logistically feasible.

b. Assign pilot to a trip or open flight segments, which will return the pilot closest to the return date/time of their original trip.

c. If accepted the pilot receives one and one half (1.5) additional hours of pay and credit above minimum guarantee per duty period of the move-up trip pairing, in addition to pay protection for his original trip pairing.

Example: A pilot is scheduled for a trip pairing with a pay credit of 20 hours. He accepts a move-up trip pairing with a pay credit of 15 hours that contains two duty periods. The pilot is paid above monthly guarantee three (3) hours, and in addition, maintains the 20 hour pay credit protection associated with his original trip pairing. The move-up pairing over-blocks to 15:30. The pilot is paid 20 hours plus the three (3) hours above his monthly guarantee.
16. Time Available Pilots

a. A pilot will be notified of time available status if the Company has reasonable cause to believe it will need to reschedule him during the trip hour period. Pilots will only be rescheduled in accordance with Section 25.I.

b. Time available pilots not scheduled for a trip by 24 hours before the report time of the original trip hour period will be automatically released from all duty for the first day of their time available period. A pilot shall be released from multi-day pairings one day at a time.

c. Time-available pilots not scheduled for a trip by 24 hours before the beginning of each subsequent calendar day (0001) of the original trip hour period will be automatically released from all duty for that day of their time-available period.

Example:

On Tuesday, a pilot is removed from a three-day trip that begins at 0700 on Friday and is placed on time-available status. If the pilot has not been assigned a trip by 0700 on Thursday, he shall be automatically released from all duty for Friday, but he is still time-available on Saturday and Sunday. If the pilot has not been assigned a trip by 0001 Friday, he shall be automatically released from all duty for Saturday. If the pilot has not been assigned a trip by 0001 Saturday, he shall be automatically released from all duty for Sunday.

d. If a pilot is removed from a trip within 24 hours of the report time of the first day of the original trip hour period, he must be rescheduled concurrently with the removal. Example: On Thursday at 1500 EST/EDT, a pilot is removed from a three-day trip beginning on Friday at 0700. He will not be required to be time-available on Friday. He can be given a flight assignment for Friday,
but it must be given at the time of the removal. He will be time-available for Saturday and Sunday pursuant to paragraph I.16.c above.

e. A time available pilot:

1) shall not be assigned reserve,

2) shall provide Crew Scheduling with a contact number for his rescheduling period as set out in Section 25.I above. Pagers or other telephone answering devices fulfill this requirement. Pilots utilizing a pager or other telephone answering device, if contacted, shall return Crew Scheduling’s call prior to the 24-hour release.

3) may be released from his time-available obligation without pay at his request with the consent of Crew Scheduling, so long as the request is made in advance of the automatic release set forth in paragraphs I.16.b, .c, and .d above.

J. Premium Pay Events

1. Junior Assignment

a. Prior to any junior assignment, the Company will first attempt to fill the open time with Group A and Group B.1 and B.2 pilots pursuant to Section 25.G.2.a & b.

b. Any pilot who is junior assigned will be paid for such junior assignment over and above his monthly guarantee, at 200 percent of his trip pay credit, in accordance with Section 4.C or 4.D. With Crew Scheduling’s concurrence, he may be restored an equal number of days off.

c. No pilot may be scheduled on a day off that takes him below 10 days off nor on any immovable day off. A pilot
who is junior assigned will be sent confirmation of the junior assignment prior to commencing the trip to which he is junior assigned. Additionally, no premium pay may be offered for any assignment except as provided for in the Agreement.

d. The Company may only attempt to junior assign a pilot by calling him on his contact number(s). The Company is prohibited from involuntarily junior assigning the pilot through base operations, dispatch, flight control, phone patch to the aircraft, or on a Company layover. A pilot may not be given an involuntary junior assignment when Scheduling has contacted the pilot for a purpose other than junior assigning. A pilot will not be junior assigned solely because he has contacted Crew Scheduling regarding routine inquiries.

e. The Company shall maintain an electronic junior assignment log each day, indicating:

1) Who it has contacted or attempted to contact;

2) At what number;

3) The time of such transaction;

4) The result of such transaction;

5) Flight numbers attempting to be covered;

6) The employee number and initials of the crew scheduler making the entry.

f. The electronic junior assignment log in read-only format for all bases shall be continuously available to the MEC chairman or his designee.
2. X List Assignments
   
a. Pilots (including reserves on a day off) can opt-in by day via Electronic Shift Trade and be placed on that day(s) list for assignment consideration for trips in open time within two (2) calendar days.

b. X List Pilots will be offered any trips beyond three (3) hours of report time that reserve coverage cannot accommodate. However, at Crew Scheduling discretion, even if sufficient reserve coverage exists for the trip, an X List pilot may be offered in the order defined under X/Y List Hierarchy.

c. X List Pilots may only pick up trips in their awarded domicile.

d. All X List trips will be paid 200% trip credit above guarantee for the trip flown (scheduled or actual whichever is greater). A pilot is entitled to 200% if he does not operate only in cases of Company-initiated trip removal (e.g., displacements, cancellations).

e. For trip pairings not yet assigned within 15 minutes after all X List pilots have been contacted, the Company may go to the Y List beyond three hours of report time.

3. Y List Assignments
   
a. Pilots (including reserves on a day off) can opt-in by day via Electronic Shift Trade and be placed on that day(s) list for assignment consideration for trips in open time within three (3) hours.

b. Y List Pilots will be assigned any trips within three (3) hours of report time that reserve coverage cannot accommodate. However, at Crew Scheduling discretion, even if sufficient reserve coverage exists for the trip, a
Y List pilot may be assigned in the order defined under X/Y List Hierarchy.

c. Pilots may opt in to the Y List for any Spirit City for which they are able to report in three hours or less. A Spirit City is a city that Spirit serves at that time.

d. All Y List trips will be paid 200% trip credit above guarantee for the trip flown (scheduled or actual whichever is greater). A pilot is entitled to 200% if he does not operate only in cases of Company-initiated trip removal (e.g., displacement, cancellation).

4. X/Y List Hierarchy

a. The X and Y Master Lists for each Position will initially be ranked in seniority order with all pilots starting out at zero (0) X/Y Master List credit.

b. Upon acceptance of an X or Y List assignment, the pilots will then be sorted on the X/Y Master List by their combined X/Y Master List credit in ascending order including junior assignment trip credit. When a Pilot changes his Domicile, his accumulated X/Y Master List credit will transfer to the X/Y Master List in his new Position.

c. Crew Scheduling will contact Pilots on the X or Y Lists, who are legal and available for the entire trip and have no conflict with their subsequent assignment, in order, subject to this ranking. If a pilot does not answer the call then the Company will move to the next pilot on the list. Crew Scheduling must leave a message with the date/time of the call and trip number/trip length/report time being offered. Once completed, if all remaining pilots have a conflict with their subsequent assignment, Crew Scheduling will offer the trip to Pilots not previously contacted on the applicable X/Y Master List who are legal and available for the entire trip and have no conflict with their subsequent assignment, in the order according
to paragraphs 4 a & b above. If all remaining pilots have a conflict with their subsequent assignment, and the Company elects to contact pilots with a conflict, Crew Scheduling will offer the trip to Pilots not previously contacted on the applicable X/Y Master List in the order according to paragraphs 4 a & b above.

d. Pilots will not be eligible for additional X or Y List trips unless their accumulated X/Y Master List credit is the lowest available, or all other Pilots on the X or Y List with a higher ranking for that day have failed to respond to a X or Y List assignment call.

e. There is no limitation, whether by occurrences or credit accumulation, to the number of X or Y List trips that a pilot can be assigned to.

f. Upon DOS, this system will initially be maintained manually. A daily log of all X or Y List assignments, snapshots of who was on each of these lists at the time of each assignment, and the master ranked list of names and X/Y Master List credit hours, will be published electronically for review by all pilots by noon the following day. As soon as practicable, this system will be automated.

g. A Y List Pilot may not be deadheaded into another Spirit City if there are any X or Y List Pilots in that Spirit City who have not already been offered the trip. However, if a trip pairing was published in the bid package with a deadhead segment to that destination, this provision does not apply.

h. The X/Y Master Lists are reset to zero at 0001 on the first day of January each year.

i. Trip pairings, not yet assigned within three (3) hours of report time and 15 minutes after the last Y List pilot has been contacted, shall only be assigned in accordance with Section 25.G.2.b and 25.J.1.
j. The Company can use reserves at any point in the X/Y Hierarchy, at its discretion, subject to the applicable provisions of Section 25 (e.g., rescheduling rules applicable to reserves in 25.I, reserve duty protections in 25.K.1.a, SCR/LCR assignment methodology in 25.K.4).

5. Company Designated Premium Flying

a. The Company may, at its discretion, designate open time trips beyond two (2) calendar days as premium flying.

b. All Company designated premium trips will be paid 200% trip credit above guarantee for the trip flown (scheduled or actual whichever is greater). A pilot is entitled to 200% if he does not operate only in cases of Company-initiated trip removal (e.g., displacement, cancellation).

c. Premium pay for designated trips only applies to trips picked up (adds) in Electronic Shift Bid. Premium pay does not apply for trip trades with open time and/or mutual trades.

6. Premium Pay events of this Section 25.J are not subject to the 29 hours within a seven-day period limitation.

K. Reserve Duty

The provisions of this Section 25.K apply to any pilot on reserve.

1. Short Call Reserve Availability Period (RAP)—a 14-hour period that begins on the hour and during which a reserve pilot is required to be available for contact. A RAP shall be designated by the letter R followed by the clock hour that the RAP begins, e.g., R0 begins at midnight and terminates at 1400 hours. The Company will determine the RAPs to be offered for monthly bidding. Each reserve line published in the monthly bid package will specify a single RAP. The RAP specified for a given line will be consistent throughout the month and may not
contain any other RAP. A RAP will be scheduled for 14 hours unless further limited by FARs or elsewhere in the Agreement. A scheduled duty period cannot have a release time later than 14 hours from the beginning of the RAP. No pilot will be required to be on duty after 16 hours from the beginning of the RAP. If the actual release time is between 15 and 16 hours from the beginning of the RAP, the pilot will have been considered to have been on reduced rest, and all requirements for that condition must be met.

a. Protections

1) First day of a Block of Reserve Days—pilots will bid a RAP (R0, R1, etc.) in the monthly bid packages and/or in open time. Awards are protected; the commencement of the bid RAP on the first day of each block of reserve days may not be changed without the pilot’s concurrence. Example: A pilot bids and is awarded an R15 reserve line as part of the monthly bidding process. The first day in each block of reserve days will commence with the R15 RAP, which may not be shifted.

2) Last day of a Block of Reserve Days—on the last day of a block of reserve days, scheduled duty associated with any assignment must terminate no later than the end of the bid RAP, plus four hours. Example: A pilot is scheduled to be available on reserve R2 on June 1, 2, 3, and 4. He is scheduled for days off on June 5, 6, 7, and 8. He is assigned to a three-day trip starting on June 2. The release time of the trip at his domicile is scheduled for June 4 at 1930L. This assignment is permissible because his original on duty period is scheduled to terminate at 1600L.

3) Automatic Release—a reserve pilot may be released on the last day of his reserve duty with the concurrence of Crew Scheduling. In the absence of an assignment, a reserve pilot will automatically be
released six hours prior to the end of his bid RAP on the last reserve day in a block of reserve days.

4) Once pilot has started a RAP, he may not be released early into rest and assigned a trip departing within the 10-hour period following his originally scheduled reserve duty period. However, with the pilot’s concurrence, he may be released early into rest and (i) the RAP may be shifted earlier without shift penalty; or (ii) a trip may be assigned. Such pilot will be compensated in accordance with 25.I.15.

5) Where a rest requirement has altered a reserve period, the original reserve period will begin at the end of legal rest, but the end of the reserve period will remain as originally scheduled and may not be extended.

b. RAP Shift

1) Reserve availability periods may be shifted within limits designed to prevent fatigue. A RAP shift is the shortest numerical clock time difference measured in hours between the current RAP start time and the new shifted RAP as depicted in the following chart:
### Section 25: Scheduling

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2) A RAP may only be shifted in hourly increments.

3) The sum of each RAP shift that occurs within a block of workdays containing reserve duty may not exceed 12 hours.

4) First Day Shift Reset—the accumulated RAP shift from a previous block of workdays is reset to zero on the first day of any new block of workdays.

5) Bid Period Shift Reset—accumulated RAP shift is reset to zero at the end of each bid period such that each new bid period begins with zero RAP shift.

6) Notification of RAP shift must occur prior to the end of the current RAP.

c. Matching Assignments—before Scheduling may assign a trip pairing, the report time of such pairing must fall within the next assigned RAP. If the assignment does not match the next RAP, such RAP must be shifted (within the above limits) to accommodate the assignment. If shift limitations prevent matching the RAP to the report time, then the assignment is not permitted.
Example of shift not permitted: A pilot assigned R2 is shifted to R17 for the next day, which accumulates nine hours of shift toward the 12-hour total allowable shift within the current block of workdays. If the pilot had four hours of accumulated shift from a previous shift, the assignment would not be allowed.

Example of assignment permitted: A pilot assigned R2 is shifted to R14 for the next day, which accumulates 12 hours of shift toward the 12-hour total allowable shift within the current block of workdays. Since the maximum shift limitation has now been reached, the R14 RAP may not be shifted for the remainder of the current block of workdays.

d. Section 12.C. Limits—trip pairings assigned to reserve pilots are subject to Section 12.C duty limitations. Flight duty time will commence at check-in time and end at the earlier of either the Section 12.C duty limit or the end of the RAP.

e. Trip Preference—reserve pilots may only preference next calendar day open trips that originate in their domicile. Preferences should match remaining days of reserve availability. Such open trip preferences will be awarded at the discretion of Scheduling in seniority order.

2. Long Call Reserve (LCR) is a 24-hour availability period from 0000-2359 LDT. A Pilot must be available for contact for trip assignment or Short Call Reserve (SCR) conversion during the LCR. The Pilot must return a call from Crew Scheduling as soon as practical but within two (2) hours. The Pilot must be able to report for an LCR assignment or be available for the assigned SCR RAP within a minimum of 14 hours from the initial attempt to contact. Upon notification (positive contact or self-notification) of an LCR assignment, the Pilot is released to rest until check-in time or commencement of the SCR RAP. There will be a minimum of two (2)
LCR lines offered for bid in each Domicile in each Position for each monthly bid period.

a. Pilots must be given a minimum in-domicile rest period following a trip assigned to a pilot on LCR, or a trip assigned following conversion from an LCR to an SCR RAP:

1) 12 hours, or

2) 18 hours if a new assignment would constitute a shift from day to night, or night to day. For this purpose, the last duty period of the preceding assignment and the first duty period of the new assignment are compared. Duty periods that touch 0100-0400 LDT are considered night assignments, other duty periods are considered day assignments.

b. Following such rest, pilots shall revert to LCR unless one of the following occurred:

1) The Pilot was converted to a SCR RAP. Consecutive SCR RAPs must be of the same RAP.

2) The Pilot was given a new trip assignment.

c. An LCR pilot converted to SCR:

1) i. may not be released early into LCR. For example, a pilot converted to R13 may not be released prior to 0300 the following day and placed on LCR.

2) ii. not assigned a trip by the end of the SCR RAP automatically reverts to LCR if scheduled for LCR on the following day.

d. Limitations on Conversion to SCR:
1) A pilot on LCR must be provided with a specific RAP assignment when notified of conversion to SCR.

2) LCR days may be converted to no more than four (4) SCR RAPs in a bid month without the pilot’s concurrence. Conversion to a SCR RAP that spans 0000 LDT is considered a single conversion occurrence. One (1) LCR day may be converted to a single RAP per occurrence (e.g. LCR 18JUN to R19 18JUN= 1 conversion occurrence).

3) Each of the first four (4) conversions in any bid month will be credited one (1) hour above guarantee. Each subsequent conversion(s) in the month will be credited two (2) hours above guarantee per occurrence.

4) Assign conversions using the following criteria:

   i. group LCR and LCR pilots converted to SCR that are legal and available for the SCR RAP to be assigned by number of days of remaining reserve availability,

   ii. within each group, rank those pilots electing to be called first, senior to junior, followed by the remaining pilots, junior to senior

   iii. pilots on a trip assignment shall be bypassed.

   iv. a pilot who has been previously converted four (4) times in the current bid month has the option to refuse the conversion and remain on LCR.

3. SCR/LCR Pilot Obligations

   a. After termination of a reserve assignment at his domicile, a reserve pilot shall check with Scheduling before
departing the airport. If he is released, he shall be free from all duty and receive actual domicile rest pursuant to Section 12.A.2 (Hours of Service, Actual Domicile Rest).

b. All pilots holding a reserve assignment will provide Crew Scheduling with a primary contact number(s) (no more than two) for the duration of their reserve assignment. Pagers or other telephone answering devices fulfill this requirement. Pilots utilizing a pager or other telephone answering device while serving as a reserve shall return a call to Crew Scheduling within 15 minutes of being paged or from the time of the message.

c. Report Time—upon receiving notification of a trip assignment, a reserve pilot shall make his best effort to arrive at the aircraft prior to the flight’s scheduled departure time such that no delay will be incurred. However, the reserve pilot must arrive at the aircraft ready to depart within three hours of the time he was notified of the trip assignment. In the event the Company opens new bases in the future, the parties will meet and confer to determine the appropriate report time. To expedite report times, Crew Scheduling may authorize the reimbursement of long-term airport parking fees.

4. SCR/LCR Assignment Methodology

a. Group LCR and SCR pilots separately by number of days of remaining reserve availability and rank by:

1) within each group, rank those pilots electing to be called first, senior to junior, followed by the remaining pilots, junior to senior.

2) sort open trip pairings by trip length.

3) match open trips with the pilots legal to fly them.
4) consider the reserve preference requests and award at the discretion of Scheduling in seniority order. Reserve pilots may preference other trips that do not match the number of days available. If a pilot preferences a trip into a movable day off, the day off would be returned later in the month by mutual agreement.

5) assign remaining open trip pairings to those reserve pilots legal to fly them according to their ranking. The decision to assign trips to LCR or SCR pilots will be at the discretion of Crew Scheduling.

6) a pilot for whom the assignment would credit above guarantee for the month or whose days off are in conflict may be bypassed.

5. General

a. Reserve pilots who are assigned flying will be notified of such flying in a reasonable fashion.

b. Scheduling will maintain a daily roster of all reserve pilots available for assignment. Individual pilots will have access to this reserve assignment roster in Electronic Shift Trade and CrewTrac (reports: reserve availability).

c. If co-domiciles are established, one of the airports will be designated as the primary airport and reserve reporting requirements will be based on that location. In the event the primary airport is deactivated, the parties will meet and confer to determine the appropriate report time.

d. A reserve pilot will be considered assigned a trip once notified by Crew Scheduling. Once assigned to a trip, a reserve pilot no longer has an obligation to be available for contact until report time of the assigned trip. In addition, Crew Scheduling may change a reserve pilot’s assignment on the day of the trip assignment, prior to
report time with the reserve pilot’s consent and pursuant to Section 25.I.

Example: A pilot is on R4 (0400 to 1800). He is notified at 1300 on June 1 of a trip assignment that reports at 1000 on June 3. The pilot is no longer obligated to be available for contact from 1300 on June 1 until 1000 on June 3.

e. All assignments to reserves must comply with the requirements of the FARs and Sections 12 and 25 of the Collective Bargaining Agreement.

f. A reserve pilot may only be called to the airport for a specific trip assignment; except, if a reserve has completed an assignment and still has duty time available or has reported for a trip that cancels, he may be required to wait at the airport for a further assignment for no more than one hour. Simulator support events may be assigned to Reserve Pilots with the pilot’s concurrence and are paid above guarantee at 50% above regular rate.

g. Reserve assignments will be documented by the Company and made available to pilots.

h. Pilots can be assigned to SCR in a non-domicile city. In addition to all other provisions of the Agreement, the following conditions will apply:

1) “Non-domicile” in this section refers to any city outside of the pilot’s awarded domicile; it may be another Spirit domicile.

2) Pilots will be scheduled to return to his domicile not later than the end of his bid-RAP on the last day in the block of reserve days.

3) RAP shift limitations apply as if the reserve duty were in-domicile.
4) Pilots shall be provided hotel accommodations in accordance with Section 5 for the duration of non-domicile SCR duty.

5) All duty periods (including those with deadhead segments into or out of the non-domicile city), non-domicile SCR, and/or any trip(s) assigned will be paid above guarantee in accordance with Section 4.

i. A reserve pilot is considered assigned to a trip until released by Crew Scheduling.

j. A reserve pilot shall not be assigned more than 29 block hours within a seven-day period.

k. There shall be no ready-reserve or stand-by reserve system.

l. No pilot in active service as of DOS, including recalled pilots awaiting training and pilots in training, may be furloughed as a result of the amendments to this section.

m. Days off

1) Reserve days off will be scheduled from 0001 and continue to 2400 that day (calendar day).

2) A reserve pilot will not be involuntarily scheduled, rescheduled, or assigned to any flying (including deadhead) that will cause him to be away from his base on his immovable days off nor will he be required to perform any other duty or assignment for the Company on his immovable days off, except under the conditions described in Section 25.I.

3) Subject to Section 12.E, when a flight to which a reserve pilot is assigned returns to his base after the start of a day off, the pilot will be released and the
pilot will be eligible for an additional day off pursuant to Section 25.K.5.m.5).

4) If Crew Scheduling intends to move a reserve pilot’s movable day(s) off, it will notify him of the change no later than 72 hours before the affected movable day off.

Example: A pilot is scheduled for reserve duty on June 1, 2, 3, and 4, followed by movable days off on June 5, 6, 7, and 8. Scheduling must notify the pilot of the intent to have him on duty on June 5 no later than 0001 on June 2.

5) If Crew Scheduling moves a reserve pilot’s movable day off, the new day off shall be replaced by mutual agreement between the pilot and Crew Scheduling. Absent mutual agreement, the additional day off will 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) For purposes of calculating days off, a reserve day will be considered a day of work.

n. During the implementation period prior to “call me first” automation, a pilot electing to be called first for an LCR assignment, SCR assignment or any conversion from LCR to SCR assignment shall identify this preference during the monthly bidding. With the implementation of the “call me first” automation module within Electronic Shift Trade, a pilot may elect separately whether to be called first for an LCR assignment, SCR assignment or conversion from LCR to SCR assignment.
6. Definitions:

Bid RAP—the reserve availability period associated with the pilot’s awarded reserve line as published in the monthly bid package.

Block of Reserve Days—reserve day(s) that follow a day off and end with the commencement of the pilot’s next day off (movable or immovable).

Block of Duty Days—duty day(s) that follow a day off and end with the commencement of the pilot’s next day off (movable or immovable).

Block of Workdays—workday(s) that follow a day off and end with the commencement of the pilot’s next day off (movable or immovable).

Protected Time—a rest period during which the Company may not contact a pilot.

Reserve Day, R Day—a day of reserve availability. Reserve days in the bid package or placed into open time must specify the RAP (R0, R1…R23).

L. Multiple Bid Trips

If two or more pilots are scheduled to fly the same trip on the same day, the senior qualified pilot will have the choice of whether or not to remain on the trip. The pilot removed from the trip shall be handled as a time-available pilot under Section 25.I and be paid in accordance with Section 4.C or 4.D.1 and .2.

M. Displacements

When a line pilot is displaced from his assigned flight(s) by an IOE/line check airman, or by a line pilot who is being trained or checked by an IOE/line check airman, he shall be released for the trip hour period from which he is displaced and will receive
trip pay pursuant to Sections 4.D.1 and .2. Such release will not be less than one calendar day. Displacement may only occur at the pilot’s domicile. A pilot may only be required to pick up the remainder of his original trip and in accordance with the time available provisions of paragraph I.16. When a non-management pilot is displaced from his trip by a Management Pilot, he shall be released for the trip hour period from which he is displaced and will receive trip pay pursuant to Sections 4.D.1 and .2. Displaced pilots are not restricted from picking up open trip(s) or reserve day(s) to include the footprint of the original trip.

N. Management Flying

1. Except as provided in Section 25.G.2.b, a Management Pilot shall displace a non-Management Pilot when performing revenue or non-revenue flying except for aircraft delivery flights. When a line pilot is displaced from his trip(s), the pilot will be subject to the provisions of Section 25.M.

2. Management Pilots shall not bid or hold a regular, relief, or reserve line of time.

O. Commuter Policy

1. A pilot commuting to duty shall plan for a minimum of two separate flights that will arrive at his domicile in advance of his normal report time. If the first flight is oversold, delayed, or canceled, or if the pilot is denied a jumpseat or boarding for any reason, he shall notify Crew Scheduling as soon as practical.

2. Crew Scheduling, at its discretion, shall take one of the following actions:

   a. Purchase a ticket for the pilot on the next available flight.

   b. Advise the pilot to attempt to board the second flight through normal means (e.g., jumpseat, nonrev travel, or OA passes).
3. If for any reason, a pilot is denied boarding on the second planned commuter flight, he shall immediately notify Crew Scheduling, and Crew Scheduling shall assign one of the following options:

a. Assign the pilot an open trip pairing, in consideration of the remaining commuter flights available, and any required rest and duty limitations, so that a pilot will arrive at his domicile in advance of his normal report time for the newly assigned trip.

b. Assign the pilot to reserve duty for no more than the same number of calendar days of his original missed trip pairing (e.g., a pilot who misses a scheduled trip pairing of three calendar days may be assigned to no more than three calendar reserve duty days).

c. Release the pilot from all duty in a non-pay status for the missed trip pairing (i.e., deduct the pay credit for the missed trip pairing from his pay).

4. A pilot who keeps accurate records of his scheduled commuter flights and otherwise complies with the provisions of this commuter policy shall not be subject to discipline for missing trip pairings due to denied boarding.

5. A pilot may use the commuter policy as necessary with no limitations.

P. Crew Scheduling Recording

1. The Company shall maintain a recording system using electronic recording to record scheduling telephone conversations between pilots and Crew Scheduling personnel and between pilots and Dispatch personnel that complies with all relevant state and federal laws.

2. All recordings shall be secured in the care of the manager of Crew Scheduling. The manager of Crew Scheduling...
and the Director of Operations shall authorize access to this electronic recording program. The Association will be notified of those personnel authorized access. This access will be limited to a reasonable number of individuals and will not include crew schedulers.

3. All recordings will be retained for a period of no less than 60 days, except in instances where there is a dispute regarding a specific recorded conversation, in which case the recording will be copied and retained until both parties agree that the recording may be destroyed. Upon request, the Association MEC chairman or Grievance chairman or his designee and the pilot affected will be provided with the opportunity to review the original recorded conversation.

4. A log shall be maintained by the manager of Crew Scheduling indicating the date, time, by whom, and reason a recording has been examined. No recording will be examined without appropriate log entries.

5. Upon request, accompanied by an explanation as to the basis for the request, from the MEC to director of Operations, the MEC chairman will be afforded access to a specific recorded conversation, and upon request, be provided with a copy.

6. The Grievance chairman and the pilot will be notified when an investigation reveals that a specific recorded conversation may be used in a disciplinary matter involving a pilot. This notification will occur prior to the fact-finding meeting.

7. In the event that a dispute arises relative to the existence or nonexistence of a recording, and/or whether content of a conversation recorded may be relevant, such recordings may be consulted by the manager of Crew Scheduling or designee and a representative of the Association and used as an aid in determining if a conversation took place and/or what was said. Recordings shall not be randomly nor regularly reviewed or screened for the purpose of discovering potential violations, but may be reviewed to promote the highest
standards of courtesy and professionalism. A pilot will not be subject to investigation or discipline based upon a review provided for in the preceding sentence.

8. In the event an original recording that is requested within the initial 60-day period is erased, misplaced, destroyed, or otherwise unavailable (except for circumstances beyond the control of the Company, e.g., failure or interruptions in power or equipment), there shall be a rebuttable presumption that the material previously contained therein is favorable to the pilot and/or the Association.

9. If there appears to be an alteration to or tampering with a recording, that recording will not be used as evidence at a hearing.

10. Prior to implementing, if the Company implements tape recording on other lines, the Company and the Association will agree on the governing provisions.

11. References to “tape,” “taping,” tape recording,” “recording,” etc., contained in this paragraph P shall apply to electronic or digital recording.

Q. Electronic Shift Trade

“Electronic Shift Trade” refers to an electronic platform for automated scheduling transactions. The vendor of the currently approved platform is FLiCA. The parties may jointly designate an alternative vendor supplying equivalent capabilities, provided that the Association’s agreement will not be unreasonably withheld in the case of an alternative vendor proposed by the Company to replace FLiCA if it is not functioning in accordance with the requirements of this Agreement, or the alternative vendor provides equivalent or superior capability to FLiCA in all material respects.
1. Current Utilization

The subsections below will be automated.

a. Open time live

   1) Initial open time

   2) Daily open time

   3) Daily open time within two calendar days

b. Trade board (pilot mutual trades)

c. Monthly bidding

d. Annual vacation bidding

e. Monthly vacation trading

f. System bidding

g. Float vacation

2. The Company will enhance Electronic Shift Trade to provide a reserve availability module (i.e., reserve folder) and configure same for crewmember viewing.

3. Access and Reporting

a. The Company will provide unrestricted access to two Association members for the purposes of monitoring Electronic Shift Trade programming for CBA compliance. Any licensing fees required to allow the designees access from an online location will be paid by the Company.

b. A Crew Utilization Report will be provided electronically or by hard copy by the 7th of every month and will include the following:
1) Sick days/hours used during the monthly bid period; and hours from same month of the previous year

2) Junior assignment by domicile, equipment, and position

3) Hours flown by Management Pilots

4) Vacations canceled by the Company

5) Reassignments

6) Declared irregular ops events

c. The following information will be made available upon request:

1) A daily log of all pilots called for junior assignment

2) Number of reserve pilots called to fly on their days off

3) Pairing numbers flown by all Management Pilots

4) Pairing numbers flown by a reserve pilot

5) Daily assignments for reserve pilots

6) Releases from duty periods for reserve pilots

7) Original and modified pairings

8) Time dropped from a pilot’s schedule due to legality issues

9) Drop requests denied

10) An archive of the daily open time transactions
d. The following information will be available online to crews:

1) A daily availability and the relative position for all reserve pilots (reserve availability)

2) Chart of open trips and number of reserves (reserve grid)

3) Daily roster of all reserve pilots available for assignment complete with each pilot’s remaining reserve availability, seniority, assigned RAP, and flight credit accumulation

4) No later than six (6) months after DOS, the foregoing information will be provided for a minimum of seven (7) days in advance.

4. In order to ensure adequate computer/Internet access, the Company will provide and maintain in working order additional computers at various locations throughout Spirit’s system to be used exclusively by crewmembers. The Company will maintain the present number of computers at each of the FLL and DTW base locations. Non-exclusive use of at least one computer will be provided at each Spirit station where access to Spirit’s computer system is available and does not interfere with stations operations.

5. General

a. Technical Specifications. All technical specifications incorporated into Electronic Shift Trade shall comply with the terms of the agreement. In addition, Electronic Shift Trade will provide sufficient reports to verify continuing compliance with the agreement. Such reports will be made available to the MEC or its designated representative. Any and all modifications to the technical specifications shall comply with the terms of the agreement.
b. Training methods for any new modules or methodology will include in-base training sessions to be conducted by the Electronic Shift Trade vendor and/or Company specialists, as well as a home study program provided at no cost to each pilot.

c. Pilots are not responsible for any cost associated with Electronic Shift Trade, 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 a pilot’s personal ISP.

R. Planning, Scheduling, and Notification of Training

1. Planning, Scheduling, and Notification of Training

   a. Recurrent Training: Ground and Flight

      1) The ground and flight training schedule and the list of pilots requiring ground or flight training shall be published in the bid package.

      2) Assignments to training, if known, shall be published in the pilot’s final schedule provided pursuant to Section 25.E, but in no event will a pilot be required to attend training with fewer than five days’ actual notice. Actual notice shall include confirmed receipt by acknowledgement of an automated log-on notification through the CrewTrac system, or other comparable scheduling software, or by reply through the pilot’s Spirit Airlines e-mail address, or by positive phone contact.

   b. Transition and Upgrade Training: Ground and Flight

      1) The ground training schedule and the list of pilots requiring ground or flight training shall be published in the bid package.
2) Assignments to training shall be published in the pilot’s final schedule provided pursuant to Section 25.E, but in no event will a pilot be required to attend training with fewer than five days’ actual notice. Actual notice shall include confirmed receipt by acknowledgement of an automated log-on notification through the CrewTrac system, or other comparable scheduling software, or by reply through the pilot’s Spirit Airlines e-mail address, or by positive phone contact.

3) No fewer than five days prior to the start of ground training, a pilot shall receive in his “V” file or through electronic means an Introduction to Training package that contains, at a minimum, the appropriate training syllabus, the basic manuals required for the course, and a cover letter stating the pilot’s name, the type of training, the location of the training, the report date, time and room, transportation information, lodging information, and welcoming remarks from the director of Training.

4) Pilots assigned to upgrade or transition training will be released for a minimum of four days prior to the start of training.

2. Recurrent ground or flight training or checks may be scheduled on days off during a grace early month; however, a request by a pilot not to be scheduled on days off during a grace early month shall be honored. Training may be assigned on days off during the due month or the grace late month.

3. A monthly simulator schedule will be developed prior to the start of each month and will contain all known and anticipated simulator training for Spirit pilots. In the event the Company acquires or becomes the primary user of a simulator (with enough advance scheduling ability), the Company will develop a seniority-based monthly simulator bidding schedule.
S. Preferential Bidding System

Upon and as part of implementation of the Preferential Bidding System (“PBS”), any provisions of Section 25 that conflict with the PBS LOA shall be superseded by the applicable terms of the PBS LOA.
Section 26
General

A. Nothing in this Agreement shall be construed to limit or deny any pilot hereunder or the Company any rights or privileges to which he or it may be entitled under the Railway Labor Act, as amended.

B. Amendment to Agreement

Either party hereto may at any time propose in writing to the other party an amendment or amendments that they may desire to make to this Agreement, or supplemental agreements thereto, and if such amendment or amendments are agreed to by both the said parties, such amendment or amendments shall be stated in writing, signed by both parties hereto, and shall then be deemed to be incorporated in and shall become a part of this Agreement, or supplements thereto.

C. If any part of this Agreement is rendered invalid by reason of any existing or subsequently enacted legislation, act of government agency, or decree of court, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

D. All orders to pilots involving a change in base assignment, promotions, demotions, layoffs, recalls, and leaves of absence shall be stated in writing, with a copy to the MEC chairman.

E. No pilot shall be required to pay for the use of or damage to any Company equipment or property used in the course of his duties, unless the damage is the result of willful misconduct.

F. Pilots will be provided with a Jeppesen-sized copy of this Agreement printed within 60 days from the date of signing of this Agreement. All pilots shall be provided with a copy of this Agreement upon employment. The Company and the Association shall split the printing cost. A current copy of the Agreement will be made available on the EFB. The Association will be
responsible for furnishing the Company with the current version of the Agreement.

G. The Company will notify in advance pilots engaged in international operations when immunizations and visas are required. The Company will reimburse pilots for the cost of visas, immunizations, and passports when they are required. See Section 5 for additional information regarding visas, immunizations, and passports.

H. Any masculine pronoun used in this Agreement shall be deemed and understood to designate any employee, whether male or female.

I. The Company shall provide space for a glass-covered bulletin board at each station where pilots are based for the posting of matters of Association business. The Association shall be permitted to use the pilots’ mailboxes for distribution of Association-related business for so long as the Company maintains such mailboxes.

J. The provisions of this Agreement will apply equally to all employees hereunder, and the Company will comply with all laws preventing discrimination because of color, race, religion, age, national origin, disability, or sex, or other classes protected by federal, state, or local laws.

K. Monitoring Devices

1. The Company shall not use any information gathered from a cockpit voice recorder in any disciplinary or discharge action.

2. The Company will not regularly or randomly review flight data recorder data or cockpit voice recordings for the purpose of discovering pilot irregularities. The Company shall not use any information gathered from a flight data recorder in any disciplinary or discharge action, unless the information becomes a matter of public record in an NTSB proceeding.
3. The Company shall not use any information obtained by use of an electronic device that monitors or records pilots’ performance on an aircraft as a basis, in whole or in part, to conduct a non-recurrent proficiency check or line check.

4. MEC Notification

   a. The Company shall advise the MEC in writing of the equipment presently on Company aircraft that is capable of monitoring pilot performance on an aircraft and what that equipment is currently used for. If such equipment is not presently being used for such purpose, the Company shall advise the MEC in writing before such equipment is used for such purposes.

   b. The Company, on an ongoing basis, shall advise the MEC in writing of any equipment, and its intended use, that is to be installed on Company aircraft in the future and that is capable of monitoring pilot performance on an aircraft. The Company shall also immediately advise the MEC of any additions or changes to this intended use.

L. The MEC chairman or his designee shall receive copies of all pilot bulletins to pilots and new hires.

M. Pilot Personnel and Training Files

   1. Personnel and training files will be maintained for each pilot 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 pilot’s employment relationship with the Company.

   2. The provisions of the Pilots Records Improvement Act of 1996, as amended, notwithstanding, any records of a disciplinary or derogatory nature that are more than 24 months old shall not be used in progressive discipline and shall be inadmissible in any meeting or hearing under this Agreement,
so long as no further similar discipline has been imposed during that period.

3. A pilot shall be provided with a contemporaneous copy of anything of a derogatory or disciplinary nature that is placed in his file(s).

4. Upon request, a pilot’s personnel and training files shall be made available for inspection and copying during normal working hours at no expense to the pilot. A copy of a former pilot’s personnel and training files shall be provided upon request at no expense to the pilot.

N. If a pilot loses his medical certificate while employed by the Company, he will be given every consideration for continued employment with the Company.

O. Association Committees

1. Central Air Safety Committee—at the Company’s or committee’s request, the Company will meet with the Central Air Safety Committee and/or Accident Investigation Committee concerning safety and operational standards and issues. The Company will list the ALPA MEC chairman, the Central Air Safety Committee chairman, and the Accident Investigation Committee chairman in its immediate notification list in its accident procedures and ensure that at least one of these chairmen is notified. The Company will provide free-from-duty periods for up to four pilots and flight pay loss for up to two of those pilots so long as such pilots have been identified to the Company who report to the scene for the purpose of an investigation of an ICAO Annex 13 or NTSB reportable accident. The Company may grant additional free-from-duty periods. The Company and the Association Central Air Safety Committee will utilize all relevant documents, manuals, and other records to maintain and enhance safe flight operations. The Company will consider recommendations of the Association’s Central Air Safety Committee. The Com-
pany shall not bill the Association for up to 40 hours per month for the activities of the Central Air Safety Committee.

2. Pilot Scheduling Committee—unless mutually agreed otherwise, the Company and the Association Scheduling Committee will confer monthly for the purposes outlined in Section 25.A and meet as needed to discuss problems, exchange information, and review the crew scheduling process. The schedule for the monthly meetings shall be mutually established by the parties, considering both the needs of the service and the time frame necessary to accomplish the goals. If necessary, the Company will provide free-from-duty periods to the committee chairman and a reasonable and appropriate number of committee members to attend meetings with the Company.

3. Training Committee—at the Company’s or committee’s request, the Company will meet with the Association Training Committee concerning pilot training issues. The schedule for the meetings shall be mutually established by the parties, considering both the needs of the service and the time frame necessary to accomplish the goals. If necessary, the Company will provide free-from-duty periods to the committee chairman and a reasonable and appropriate number of committee members to attend meetings with the Company. The Training Committee shall be provided, upon request, with access to pertinent training materials.

4. Pilot Hotel Committee—at the Company’s or committee’s request, the Company will meet with the Association Hotel Committee. The schedule for the meetings shall be mutually established by the parties, considering both the needs of the service and the time frame necessary to accomplish the goals. If necessary, the Company will provide free-from-duty periods to the committee chairman and a reasonable and appropriate number of committee members to attend meetings with the Company. The Company shall not bill the Association for flight pay loss for one member of the committee.
in connection with the inspection of each hotel facility due to a new or changed facility.

5. Security Committee—at the Company’s or committee’s request, the Company will meet with the Association Security Committee concerning pilot security issues. The schedule for the meetings shall be mutually established by the parties, considering both the needs of the service and the time frame necessary to accomplish the goals. If necessary, the Company will provide free-from-duty periods to the committee chairman and a reasonable and appropriate number of committee members to attend meetings with the Company. The Security Committee shall be provided, upon request, with access to pertinent security materials to the extent permissible by law.

**P. HIMS Program**

1. The Company and the Association recognize the desirability of identifying and treating substance abuse or dependence resulting in personal or family crisis and especially before deterioration in flight safety.

2. Therefore, the Company will maintain a program that offers information and assistance to a pilot who seeks help as a result of his own motivation or the intervention of family or other interested parties. This program does not excuse pilots from their responsibility to comply with Company rules, including those governing alcohol and/or drugs.

3. This program contemplates treatment, monitoring, and education designed to lead, as quickly as practicable, to FAA recertification, if necessary.

4. As a part of such program, Company and Association’s representatives will attend a training program offered through the Association’s Aeromedical Office.

5. The first time a pilot seeks help through the HIMS program as a result of his own motivation or the intervention of fam-
ily or other interested parties shall not incur job jeopardy. This shall be in addition to any assistance the pilot obtains through the Company’s employee assistance program.

6. The Company will cover flight pay loss for the HIMS chairman and for one HIMS member in order to prepare and execute an intervention, which shall be coordinated through the Chief Pilot’s Office. In addition, the Company will provide twenty (20) hours per month for other HIMS and/or Aeromedical Committee functions.

7. The Company will provide one positive-space round-trip ticket for the HIMS Committee chairman, one positive-space round-trip ticket for a HIMS member, and one round-trip ticket for the pilot to travel to treatment and assessment. The Company will provide positive-space air travel for the assessment review by HIMS chairman.

8. The Company and ALPA must mutually agree to the facilities used in the HIMS program. The Company will pay for a four-day assessment if warranted as a result of an intervention. Treatment charges will be borne by the pilot and/or the pilot’s medical insurance policy, if applicable.

9. If the target pilot does not agree to go for an assessment after the HIMS Committee recommendation for intervention, the pilot will be placed on a 24-hour HIMS medical leave. If the pilot does not agree to go for the assessment after the 24-hour period has elapsed, the pilot will have officially resigned from the Company.

Q. Professional Standards

In the interest of providing the highest standards of professionalism and safety among the pilots of Spirit Airlines, and to ensure that all pilots are treated fairly, consistently, and effectively, the Company and the Association have agreed to the following procedures for the resolution of conflicts and professional standards and attitudes of the flight crews at Spirit Airlines. Spirit Airlines
traditional authority and responsibilities regarding proficiency and air safety shall not in any way be altered by the terms of this paragraph 26.Q.

1. When a professional standards problem arises, whatever the source, that precipitates a conflict and is brought to the attention of the Association by a pilot, the Association will act as follows:

   a. The individuals involved will be encouraged to discuss the matter privately in a forthright and reasoned manner, in an attempt to settle their dispute.

   b. Failing this, the local Professional Standards Committee members will elicit both sides of the story, generally by telephone, and counsel both parties at a peer level (e.g., a captain committee member will call a captain involved, a first officer committee member will call a first officer involved). Again, agreement to resolve the dispute will be sought by all involved.

   c. Should this fail, the pilots involved will be invited to a local Professional Standards Committee meeting. After each pilot has had the opportunity to present his or her view of the matter, the committee will seek a commitment from the parties to end the conflict and work together in the future constructively and without dissension.

   d. If one of the pilots refuses to participate, the Association will advise the Company of the conflict and request the Company to encourage all involved parties to attend the Professional Standards Committee meeting.

2. When a professional standards problem (as defined above) is brought to the attention of the Company in the first instance, at management’s discretion, the Company will refer the issue and the parties involved to the local Professional Standards Committee’s attention. Each pilot will be encouraged to attend the committee’s meeting to settle the dispute
in a reasoned, no-fault manner. If a successful resolution of the problem is not attained within a 30-day time period, the Company will then be free to take whatever action it deems necessary to resolve the issue within the framework of the agreement.

3. Successful resolution of a problem will produce a committee report to the Company that states the matter is resolved. Lack of successful resolution will produce a report to the Company that the local Professional Standards Committee is unable to be of assistance. In any case, complete confidentially regarding the committee’s meeting will be maintained; further, the Company agrees not to cite a pilot’s involvement with the Professional Standards Committee in any subsequent disciplinary proceeding.

a. No-Fly List

Individual first officers shall have the option within FLiCA or equivalent to generate a “No-Fly List” under the following conditions:

1) When bidding, a pilot must list any individuals on his no-fly list within FLiCA.

2) A pilot may have to bid extra lines. If an individual is awarded the same line as any of his no-fly-list pilots, FLiCA will go down the list until the pilot(s) is no longer matched in conflict with the no-fly list.

3) No pilot will be displaced from his bid to accommodate another pilot’s no-fly list.

4) A pilot may have to fly with an individual on his no-fly list if it becomes operationally necessary to do so. The Company will not cancel or delay a flight operation to accommodate a no-fly-list pairing.
5) This paragraph 26.Q.3 will only apply to first officers at Spirit Airlines.

R. Tuition Assistance

The Company shall provide tuition assistance to eligible pilots under the same program that is extended to all other employees.

S. Pilot Protection/Defense Devices

In the event the Company or any regulatory agency requires a pilot to become trained in the use of any protective or defense device that the Company decided to use (e.g., mace, stun gun, Taser, or firearm) as a part of flight and/ or aircraft security, the Company shall provide written notice to the Spirit MEC chairman of such requirement. Pay for such required training shall be as per Section 3. The Company and the Association shall meet for the purpose of reviewing training requirement(s) and liability associated with such device(s). Failure of a pilot to qualify on such device(s) shall not result in any disciplinary action, unless such qualification is required by federal regulation(s) as a necessary provision to continue to serve as a pilot.

T. Airport Security ID Badges

1. When a specific local airport security identification (ID) badge is not required at a pilot’s base, such pilot may request and the Company shall provide guidance and authorization, to the extent allowed by local regulations and policies, to obtain a local airport security ID badge.

2. Any time spent or cost involved with this process (e.g., background checks, local security indoctrination, local security annual refresher review, badge procurement, badge replacement, failure to return a station security badge when no longer valid, authorized or necessary, etc.) shall be borne exclusively by the pilot making the request.
3. It is the requesting pilot’s responsibility to ensure adherence to all required security currency requirements/updates and any validation/ revalidation processes that the federal and/or local airport authority may require.

U. Background Checks

The Company shall not request any background information from a pilot unless the Company is required by federal law to obtain such information.

V. The Association may post and hand out, in locations where new hire pilots attend training, information concerning orientation meetings.

W. No pilot shall be required to perform duties outside the scope of his employment. Required pilots’ duties will not include such duties as loading baggage or passengers, fueling aircraft, ticketing, or maintenance.

X. Spirit Airlines, Inc., shall indemnify, defend, and hold harmless each FAA-licensed flight crew personnel in the employ of the Company, and the personal estates of such flight crew personnel, from and against any and all liabilities, losses, damages, claims, suits, judgments, and all expenses (including reasonable attorneys’ fees) arising therefrom or related thereto for personal injury or death, or damage to property of any person whosoever, resulting from or arising out of any act or omission of such flight crew personnel occurring during the authorized operation of any aircraft for the Company by such personnel.

Y. The Company will provide each pilot with all publications and manuals listed by the FOM as required to perform his duties.

AA. Operations Bulletins and Pilot Read Files (PRF) that have been in existence for a period of six months or more and have not been incorporated into a permanent publication shall not be used or referred to during the processing of any disciplinary action that may be levied against a pilot. No materials (except
mandatory inclusions prescribed by government regulation or law) shall be incorporated into the Company Operations Manual if such materials are in any way in conflict with or do not preserve the intent of anything in this Agreement.

BB. On a periodic basis and upon request, the following information shall be provided to the MEC chairman:

1. Annual list of vacation accruals
2. Vacation bid packages and results
3. Monthly management flying report identifying who was displaced and/or how the flying was assigned
4. Current training programs and syllabi
5. Annual list of sick leave accruals
6. The Seniority List as required to be updated by Section 22
7. A list of any pilots sent furlough or furlough recall notices
8. Monthly Permanent Position Roster
9. All Position Vacancy Bulletins, Position Reduction Bulletins, and their corresponding awards
10. Monthly Pilot Bid Package as provided in Section 25.B
11. The system-wide results of monthly bidding
12. Standing Bid Lists
13. X and Y Lists as provided in Section 25.J.4
14. Junior Assignment Log as provided in Section 25.J.1
15. Reserve Assignment documentation as provided in Section 25.K.5.g

16. Any other documents required by this Agreement

**CC. ALPA Bank**

1. There shall be an ALPA bank established by the Company wherein pilots may transfer pay and credit hours from themselves to ALPA to offset ALPA flight pay loss.

2. The Company shall donate 250 hours per year to the ALPA bank.

3. A pilot shall designate, on a form provided by the Company, the amount of time in hours (minimum one-hour increments) he wishes to transfer. The Company shall then calculate the dollar value of that time based on the pilot’s then-current category and credit it to the ALPA bank accordingly.

4. The Company shall, once a month, credit the ALPA Flight Pay Loss Account with an amount from the ALPA bank that is no higher than the outstanding balance in the Flight Pay Loss Account.

5. The Association shall receive from the Company on a quarterly basis a statement listing the pilots who contributed during the prior quarter, the amount of time transferred and the category the dollar amount was based on.

**DD.** The Company shall provide crew room facilities at each domicile.

**EE.** No pilot shall be required to maintain qualifications on more than one aircraft type (as defined by FARs, Section 1) at any one time.
FF. Pilots and their immediate family shall be granted the same pass privileges as other Company employees and their families. A pilot receiving long-term disability benefits, who is medically cleared for air travel, may request travel passes, for himself and his immediate family from the Chief Pilot and such request will not be unreasonably denied. If denied, the denial will be made, in writing, with a copy to the MEC Chairman. Retired pilots and members of their immediate family and the immediate family of deceased pilots shall be granted the same on-line pass privileges as other Company employees and their families. The Company will provide retiree pass travel benefits to pilots so long as the sum of the number of years of service and age of the pilot is 65 or greater, with a ten (10) year minimum service requirement.

GG. Transportation over the routes of the Company will be provided on a space-available basis for Association staff representatives for the purpose of official business with the Company subject to appropriate governmental regulations.

HH. The captain responsible for the flight has the authority to grant an unreserved cockpit jumpseat on that flight to any pilot employed by the Company or any other authorized individual as set forth in the Flight Operations Manual. The Company shall make every effort to ensure that station employees are knowledgeable of, adhere to, and are accountable for following the jumpseat provisions outlined in the Spirit Flight Operations Manual. The Company shall endeavor to negotiate favorable interline agreements, inclusive of jumpseat privileges, on other carriers.

II. The Company shall not solicit nor accept offers from pilots to violate contractual limitations. The Company shall not enter into arrangements with individual pilots that violate the Agreement.

JJ. The Company will participate in the Cockpit Access Security System (CASS) (or its equivalent) for both domestic and international jumpseat access. The Company will cover the cost of CASS up to a maximum of $50 per year per pilot. Also, the
Company will participate in the Known Crewmember Program (KCM) (or its equivalent) when reasonably available. The Company will cover the cost of KCM up to a maximum of $50 per year per pilot.

**KK. ASAP Non-Disciplinary Policy**

The Company will not initiate disciplinary proceedings against an employee who discloses an incident or occurrence to the ASAP program provided that the incident or occurrence is accepted by the Event Review Committee under its guidelines as stated in the MOU.

**LL.** All time limits within Section 20 may be extended by mutual agreement via e-mail.

**MM.** Pilots will not be responsible for any subscription or access costs associated with standard FLiCA, CrewTrac, or comparable services.

**NN.** The crewmember payroll guide in effect as of DOS will be amended to reflect the amendments to the Agreement, including but not limited to Sections 3, 4, and 25.

**OO.** The parties agree to move the ASAP MOU and FOQA LOA and append them to the Agreement.
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A. The terms of all insurance benefits (group medical, dental, basic, and optional life, AD&D, long-term disability insurance, flexible spending plans, etc.) that are in effect as of the effective date of this Agreement, and any amendments described herein, will remain in effect for the duration of this Agreement, except as may otherwise be agreed to in writing by the parties to this Agreement. Nothing in this section shall prevent the Company from changing insurance carriers or improving current insurance benefits.

B. Pilot monthly medical/dental insurance contribution rates will be as follows:

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<td>Employee + Family</td>
<td>$753.70</td>
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</table>

Each January 1 pilot monthly medical/dental insurance contribution rates may be subject to an annual increase equal to the lesser of: (1) the Company-projected percentage increase in the cost of the plan, or (2) 7 percent.

C. The Company shall make available to furloughed pilots the same medical, dental, and life insurance provided to active pilots at the same pilot contribution rates as paid by active pilots, as set forth in Section 23.B.3 of this Agreement. Medical, dental, and life insurance shall be available to pilots on a leave of absence as provided in Section 13 of this Agreement.
D. The Company shall provide, at no cost to the pilot, life insurance in the amount of $200,000 for captains and $150,000 for first officers. The Company shall also provide, at no cost to the pilot, accidental death and dismemberment (AD&D) insurance in the same amount and same minimum as for life insurance.

E. The life, supplemental life, AD&D, medical, dental, and any other insurance policies shall not contain any exclusion or limitation for travel or flight in any type of aircraft, nor shall there be any exclusion or limitation less than $100,000 for any illness, injury, death, or other loss connected in any way with war, acts of war, terrorism, acts of terrorism, insurrection, or riot while engaged in any Company-directed activity.

F. The Insurance Review Committee

There will be an Insurance Review Committee that shall include two members selected by the Association. The Committee will meet on an as-needed basis at the request of either party upon no less than 10 days’ notice. The committee will discuss and make a good-faith effort to resolve problems and issues regarding the insurance benefit plans. Such issues may, for example, include the review and discussion of claims-processing problems that affect the pilot group. The committee may also review the insurance plans, including plan design, deductibles, co-insurance, etc., in an effort to maximize benefits and minimize costs, but shall not make changes to plans or this Agreement without the consent of the MEC and an executed Letter of Agreement. The Company will provide the Association with information helpful to the review of such insurance benefit issues.

G. The medical flexible spending account plan will provide that the maximum amount a pilot may contribute to the plan will be the maximum allowable by law.

H. All insurance improvements and/or additions offered to other employees of Spirit Airlines, Inc., during the term of this Agreement shall be made available on the same basis to the pilots of Spirit Airlines, Inc.
I. POS-Plan A and POS-Plan B shall have the following cost-sharing provisions:

*Annual Deductible:*

Plan A: Preferred Care (In-Network): individual $400; family $1,200
Non-Preferred Care (Out-of-Network): individual $800; family $2,400
Plan B: Preferred Care (In-Network): individual $250; family $750
Non-Preferred Care (Out-of-Network): individual $500; family $1,500

*Payment Limit (Out-of-Pocket Maximum):*

Plan A: Preferred Care (In-Network): individual $2,250; family $6,750 Non-Preferred Care (Out-of-Network): individual $4,500; family $13,500
Plan B: Preferred Care (In-Network): individual $750; family $2,250 Non-Preferred Care (Out-of-Network): individual $1,500; family $4,500

*Prescription Drug Co-pays:*

Plan A: Retail: $10 generic; $20 brand (preferred); $45 brand (non-preferred) Mail Order: $20 generic; $40 brand (preferred); $90 brand (non-preferred)
Plan B: Retail: $10 generic; $20 brand (preferred); $45 brand (non-preferred) Mail Order: $20 generic; $40 brand (preferred); $90 brand (non-preferred)

J. There will be no changes to the Health Fund Diamond, Select (EPO), or Puerto Rico Traditional Choice Plans.

K. As of the effective date of this Agreement, POS-Plan B will not accept new entrants except that existing POS-Plan B participants as of the effective date of this Agreement who choose to leave the plan may elect to return to the plan.
L. Long-Term Disability (LTD)

The Company shall continue to provide a core LTD plan and an optional buy-up LTD plan with the same terms as in effect on the DOS except as amended by this Section L.

1. The core Company-paid Long-Term Disability (LTD) coverage (which has a $5,000-per-month maximum monthly benefit amount) shall include own occupation coverage, as defined below, until mandatory retirement age.

2. The Company shall also offer pilots a buy-up option so that they may buy up to a $15,000-per-month maximum monthly benefit amount. The buy-up plan shall also include own occupation coverage, as defined below, until mandatory retirement age.

3. Pilots on LTD will have access to medical and dental insurance at active pilot rates for sixty (60) months so long as the Company continues to offer the plan to active employees and under the same terms and coverage as active employees. Disabled pilots continuing coverage under this provision shall be given the same opportunity to change plans at open enrollment as active pilots.

4. For pilots participating in the optional LTD buy-up, increases in the rate for the LTD buy-up will not increase by more than five (5) percent at each renewal of the LTD policy during the term of the Agreement.

5. At the disabled pilot’s option, accrued sick leave and vacation may be used to cover the difference between the pilot’s LTD benefits and his Predisability Earnings.

6. The following definition of disability, or an equivalent definition of disability in substance, will apply to LTD coverage: A Pilot will be considered disabled if he is limited from performing the material and substantial duties of his own occupation due to sickness or injury; and the Pilot has a 20%
or more loss in indexed monthly earnings due to the same sickness or injury. The Pilot must be under the regular care of a physician in order to be considered disabled. The loss of a professional or occupational license or certification does not, in itself, constitute a disability. However, loss of FAA Medical Certification (or inability to exercise same) due to a disability is considered an inability to perform the Pilot’s own occupation. Disability benefits will continue until the Pilot is both physically able to return to work and able to exercise his Medical certificate. Own occupation means the essential functions the Pilot regularly performs that provide the Pilot’s primary source of income at the time of disability.
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A. The Spirit Airlines, Inc., Pilots’ Retirement Savings Plan (the “Pilots’ 401[k] Plan”) that is in effect as of the effective date of this Agreement will remain in effect for the duration of this Agreement, except as provided below, and except as may otherwise be agreed to in writing by the parties to this Agreement.

B. All pilots employed by Spirit Airlines, Inc., shall be eligible to participate in the Pilots’ 401(k) Plan after 60 days of employment, and shall continue to be eligible to make voluntary salary deferral contributions up to the maximum permitted by Internal Revenue Code Section 402(g) or Section 415(c), as applicable.

C. As of the Date of Signing (DOS), the Company shall make non-elective contributions to the 401(k) Plan on behalf of each eligible Pilot equal to 11% of that Pilot’s Compensation as defined in the Pilots’ 401(k) Plan. No Pilot contributions shall be required. Non-elective Company contributions shall increase during the term of the Agreement as follows:

DOS +1 – 12% of Compensation

DOS + 2 – 13% of Compensation

DOS + 3 – 14% of Compensation

DOS + 4 – 15% of Compensation

D. To ensure true-up matching contributions for plan years 2017 and 2018 following DOS, the Pilots’ 401(k) Plan shall provide that at the end of the plan year the Company will make a true-up matching contribution for pilots who, prior to DOS, due to the level of their contributions during the plan year, have had such contributions stopped during that year as a result of having reached the Internal Revenue Code Section 402(g) limit (e.g., $18,500 in 2018), and have therefore not received the full matching amount they would have been eligible to receive had their
contributions been made on a lesser level and been evenly spread throughout that plan year. This true-up match will be made no later than March 15 following that plan year. To be eligible for the true-up matching contribution, a pilot:

1. must be an active participant in the 401(k) throughout that plan year;

2. must be deferring no less than 8 percent each pay period until reaching the maximum 402(g) contribution limit that plan year;

3. A pilot who is furloughed, becomes disabled or retires is eligible for the true-up if he meets the requirements as set forth in paragraph D.2 above.

E. Company non-elective contributions under Paragraph 28.C. above that cannot be contributed to a pilot’s 401(k) account due to limitations under IRC Sections 415(c) and 401(a)(17) (“Excess Payments”) shall be paid directly to the pilot until such time as this Agreement is amended. Excess Payments under this provision will be paid to affected Pilots before January 31 of the year following the year in which the contributions would otherwise have been made to the 401(k) Plan.

F. Pilot elective contributions and Company non-elective contributions shall be contributed to the Pilots’ 401(k) Plan trust as of the earliest date on which the contributions can be reasonably segregated from the Company’s general assets, but no later than the seventh business day following the month in which the pilot elective contributions were withheld or received by the Company.

G. There will be a Retirement Committee of the Pilots’ 401(k) Plan that shall consist of up to four members, one-half of whom shall be pilots in the service of Spirit Airlines, Inc., selected by the MEC chairman and who are represented by the Air Line Pilots Association, International. The committee will meet on an as-needed basis at the request of either party upon no less than
10 days’ notice. The purposes of the Retirement Committee will include reviewing the performance of the investment options and considering changes to the options under the Plan. The director of Benefit Administration or his designee will act as the chairperson of the committee. The committee will consider two primary factors: performance of the investment options and cost to the Company and the participants. The Company shall bear the administrative costs of the Pilots’ 401(k) Plan.

**H.** The Pilots’ 401(k) Plan will provide a brokerage option, subject to the requirements and restrictions of ERISA. The brokerage option will include Internet online trading capability. Pilot participants will be required to pay the annual fees in connection with the brokerage account and fees for related transactions. Pilots will continue to be permitted to direct investment of the vested and non-vested portions of the employer matching contribution account and the non-elective employer contribution on the same basis as the direction of individual account investments.

**I.** In the event the Company establishes a Stock Participation Plan, the pilot group shall be included as participants in the plan on terms no less favorable than the terms offered to all other employees excluding positions of director and above. Additionally, if the Company establishes a public stock offering, the pilot group will be allowed to participate in the plan on terms no less favorable than the terms offered to all other employees excluding positions of director and above. The Company and the Association will meet no less than 60 days prior to the public issuance to discuss the method of distribution of the stock.

**J.** All retirement benefit improvements and/or additions offered to other non-management employees of Spirit Airlines, Inc., during the term of this Agreement, shall be made available on the same basis to the pilots of Spirit Airlines, Inc.

**K.** The Pilots’ 401(k) Plan shall allow Roth Elective deferrals as an additional form of Elective Deferral available to the pilot so that the pilot participant may designate either all or a portion of his Elective Deferrals as Roth Elective Deferrals.
A. Requirements

Each pilot of the Company covered by this Agreement will be required, as a condition of employment, beginning 60 days after the effective date of this Agreement, or 60 days after the completion of his probationary period, whichever will last occur, to either:

1. be, or become a member of the Association, or

2. pay to the Association a monthly service charge for the administration of this Agreement and representation of the pilot. Such monthly service charge will be equal to the Association’s regular monthly dues, initiation fee, and periodic assessments, including MEC assessments, that would be required to be paid by such pilot if a member.

B. Exceptions

1. The provisions of this Section 29 will not apply to, and dues will not be collected from, any pilot:
   a. On furlough;
   b. On non-pay status; or
   c. Covered by this Agreement to whom membership in the Association is not available upon the same terms and conditions as are generally applicable to any other member, or to any pilot to whom membership in the Association was denied or terminated for any reason other than the failure of the pilot to pay initiation (or reinstatement) fees, dues, and assessments uniformly required by the Association or the MEC.
2. Nothing in this section will require the payment of any initiation (or reinstatement) fee, by any pilot not required to make such payment pursuant to the Association’s Constitution and By-Laws.

C. Notice of Delinquent Payments

1. If any pilot of the Company covered by this Agreement becomes delinquent in the payment of his service charge or membership dues, the Association will notify such employee by certified mail, return receipt requested, copy to the vice president of Flight Operations of the Company, or his designee, that the pilot is delinquent in the payment of such service charge or membership dues as specified in paragraph A.

Such letter will notify the pilot of the following:

a. the total amount of money due;

b. the period for which he is delinquent;

c. that he is subject to discharge as a pilot of the Company; and

d. that if he remains delinquent for 15 days, he will be discharged.

2. The notice of delinquency required under this Section 29.B.2 will be deemed to be received by the pilot, whether or not it is personally received by him, when mailed by the Association by certified mail, return receipt requested, postage prepaid to the pilot’s last known address, or to any other address that has been designated by the pilot.

3. It will be the duty of every pilot covered by this Agreement to notify the Association of every change in his home address, or of an address where the notice required by this section can be sent and received by the pilot, if the pilot’s home address is at any time unacceptable for this purpose.
D. Notice of Pending Discharge from the Company

If, upon the expiration of the 15-day period set forth in Section 29.B.1, the pilot still remains delinquent, the Association will certify in writing to the vice president of Flight Operations, with a copy to the pilot, both by certified mail, return receipt requested, that the pilot has failed to remit payment within the grace period and is therefore to be discharged on the 31st date following receipt by the Company of such notice.

E. Protests and Appeals Following Notice of Pending Discharge

1. A pilot, who believes that the provisions of this Section 29 have not been properly interpreted or applied as they pertain to him, may submit a written request for a hearing within 10 days following the date of receipt of the notice described in Section 29.C, explaining the reasons for his disagreement. The request shall be sent to the MEC chairman and vice president of Flight Operations, both by certified mail, return receipt requested.

2. The vice president of Flight Operations, or his designee, will have the option of holding a fact-finding hearing with the pilot and a representative of the Association or issuing a decision based on a review of the written record.

3. Following the fact-finding hearing or review of the record, the vice president of Flight Operations will render a written decision and send such decision to the pilot, with a copy to the Association, both by certified mail, return receipt requested. Such decision will be final and binding on all interested parties unless appealed as hereinafter provided.

4. If the decision is not satisfactory to either the pilot or the Association, then either may appeal within 10 days from the receipt of the decision, by filing a notice of appeal to the other party and to the vice president of Flight Operations. Such notice of appeal shall be sent by certified mail, return receipt requested.
5. The appeal shall be heard by a neutral arbitrator. The pilot and the Association will attempt to reach mutual agreement on a neutral arbitrator to decide the appeal within 10 days after receipt of the notice of the appeal. In the event the parties fail to agree upon a neutral arbitrator within the specified period, either the pilot or the Association may request that the National Mediation Board appoint a neutral arbitrator.

6. The hearing before the neutral arbitrator will be held as soon as possible, and the decision of the neutral arbitrator will be requested within 30 days after the hearing.

7. The hearing before the neutral arbitrator will be final and binding on all parties to the dispute. The fees and charges of such neutral arbitrator will be borne equally by the pilot and the Association.

F. Appeal Period

During the period when a protest or appeal is being handled under the provisions of this section, and until a final award, the pilot will continue to be employed by the Company.

G. Discharge

1. A pilot discharged by the Company under the provisions of this section will be deemed to have been discharged for cause.

2. The Association shall indemnify and hold the Company harmless against any suits, claims, losses, costs, and liabilities (including, without limitation, the fees and expenses of counsel to the Company) that arise out of or by reason of any action taken by the Company pursuant to a request by the Association or any of its representatives under Section 29 of this Agreement.
H. Calculation of Payments

1. The Association will treat members and nonmembers alike in calculating the amounts due, in establishing the due date of payments and in determining whether a pilot’s account is delinquent.

2. The Company will provide the Association with a listing of all pilots’ annual W-2 income for the prior year for the purpose of determining if proper dues are collected.

3. The Company shall, within 45 days of the close of each calendar year, forward to the Association comptroller and Master Executive Council chairman a complete list of all pilots employed during the year who are paying dues or service fees. The list shall include each pilot’s payroll number and each pilot’s total gross earnings for that year. In addition, information shall be provided that shows changes in a pilot’s active or inactive status, the date such pilot was placed on furlough or leave, and subsequent recall or return, if applicable.

I. Dues Assignment and Authorization

1. During the life of this Agreement, the Company agrees to deduct from the pay of each pilot covered by this Agreement and to remit to the Association membership dues and assessments uniformly required by the Association, as a condition of acquiring or retaining membership, and in accordance with the provisions of the Railway Labor Act, as amended, or a service charge provided that such pilot voluntarily executes the form entitled “Assignment and Authorization for Payment of Association Service Charge and Dues,” (also referred to herein as a Service Charge and Dues Form) as furnished by the Association and included at the end of this Section 29.

2. When a pilot properly executes such Service Charge and Dues Form, the Association will forward an original copy to the vice president of Flight Operations. Any Service Charge
and Dues Form that is incomplete or improperly executed will be returned to the Association. Any notice of revocation as provided for in this Agreement or Railway Labor Act, as amended, must be in writing, signed by the pilot and delivered by certified mail, addressed to the vice president of Flight Operations, with a copy to the Association.

3. When a Service Charge and Dues Form, as specified herein, is received by the vice president of Flight Operations, deductions will commence with the second payday of the calendar month following receipt, and will continue thereafter until revoked or canceled as provided in this section. The Company will remit to the Association a check in payment of all dues and assessments collected on a given payday as soon as reasonably practical after the payday. The Company’s remittance of Association membership dues to the Association will be accompanied by a list showing names, payroll numbers, and amount deducted, for pilots for whom deductions have been made in that particular period.

4. No deductions of Association dues will be made from the wages of any pilot who has executed a Service Charge and Dues Form and who has been transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay.

5. A pilot who has executed a Service Charge and Dues Form and who resigns or is otherwise terminated (other than furlough) from the employ of the Company, will be deemed to have automatically revoked his assignment and if he is reemployed, further deductions of Association dues will be made only upon execution and receipt of a new Service Charge and Dues Form.

6. Collections of any back dues owed at the time of starting deductions for any pilot and collection of dues missed because the pilot’s earnings were not sufficient to cover the payment of dues for a particular pay period, will be the
responsibility of the Association and will not be the subject of payroll deductions.

7. Deductions of membership dues will be made monthly provided there is a balance in the pilot’s paycheck sufficient to cover the amount after all other deductions authorized by the pilot or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues will not extend beyond the monthly period in which his last day of work occurs.

8. If a pilot’s employment terminates, the obligation of the Company to collect dues will terminate.
ASSIGNMENT AND AUTHORIZATION FOR
PAYMENT OF
ASSOCIATION SERVICE CHARGE AND DUES

TO: SPIRIT AIRLINES, INC.

I, _________________________________, hereby authorize and direct
(Print Initials and Last Name)

SPIRIT AIRLINES, INC., to deduct from my pay such monthly
dues as are now or may hereafter be established in accordance with
the Constitution and By-Laws of the Association, or service charge
in an amount equal to such dues for remittance to the Air Line Pilots
Association.

I agree that this authorization will be irrevocable for one year from
the date hereon or until termination of the checkoff agreement be-
tween SPIRIT AIRLINES, INC., and the Association, whichever
occurs sooner.

If the checkoff agreement is terminated, this authorization will be
automatically terminated. In the absence of a termination of the
checkoff 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, INC., and the Association by certified
mail, return receipt requested, during the 10 days immediately pre-
ceeding any such anniversary.

Signature of Pilot ___________________ Date _______________

Address of Pilot _______________________________________

__________________________________
Section 30  
PAC Checkoff

The Company will monthly check off and transmit to the treasurer of the Air Line Pilots Association Political Action Committee (ALPA-PAC) voluntary contributions to ALPA-PAC from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by ALPA-PAC. The amount of such monthly checkoff deductions and the transmittal of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state or federal statute.
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Section 31
Duration

This Agreement shall become effective on March 1, 2018, and shall remain in full force and effect for five years thereafter, through February 28, 2023, except as otherwise provided herein, and shall renew itself without change each succeeding March 1 thereafter, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party hereto at least 90 days but no more than 180 days prior to March 1, 2023, or March 1 in any year thereafter.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 1st day of March, 2018.

FOR SPIRIT AIRLINES, INC.

John Bendoraitis
Executive Vice President and Chief Operating Officer

Thomas Canfield
Senior Vice President, General Counsel and Secretary

Susan Kramer
Senior Director, Labor Relations and Legal Counsel

Jim Jordan
Director, Crew Resources

FOR THE AIR LINE PILOTS ASSOCIATION, INT’L

Tim Canoll
President

Stuart Morrison
Chairman, Spirit MEC

Michael Maysas
Chairman, Negotiating Committee

Paul Slotten
Member, Negotiating Committee
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Appendix

These Letters of Agreement (LOA) and Memoranda of Understanding (MOU) have been adopted over time and are renewed here, or are newly adopted with this Agreement. The following LOA and MOU agreed to by the parties, which continue to be or become effective with this Agreement, and any future LOA and MOU agreed to by the parties will be binding on the parties:

1. Preferential Bidding System LOA dated 03/01/18
2. Fatigue Policy and Procedures LOA dated 03/01/18
3. Modified System Board Process LOA dated 03/01/18
4. Ratification Compensation LOA dated 03/01/18
5. Reserve buffer MOU dated 10/5/15
7. Electronic Tablets and Distance Learning LOA dated 2/19/15
8. Compliance with Nicolau Award (Red/Green) MOU dated 1/20/15
9. RAP Shift MOU dated 10/10/14
10. Grievance Mediation LOA dated 7/3/14
11. Electronic Grievance Filing and Processing MOU dated 4/28/14
12. Refueling with Passengers Onboard MOU dated 10/10/13
13. Confidential Information Share Program (CISP) MOU dated 09/12/12
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LETTER OF AGREEMENT
Between
SPIRIT AIRLINES, INC.
And the Air Line Pilots in the service of
SPIRIT AIRLINES, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

PREFERENTIAL BIDDING SYSTEM

This Letter of Agreement (LOA) is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Spirit Airlines, Inc. (“Spirit” or “Company”) and the Air Line Pilots Association, International (“Association” or “ALPA”).

1. The Company and the Association (“Parties”) agree to work collaboratively to jointly design, test, train, implement, and administer a Preferential Bidding System (“PBS”).

2. “Preferential Bidding System” or “PBS” means the bidding system utilized by the Company that enables a pilot to bid for and be awarded an initial line, based upon pilot bid preferences, seniority, known absences, programmed award logic, FARs, the CBA, this PBS LOA and the resulting PBS Memorandum of Understanding (“MOU”).

3. The Parties agree that the intent of PBS is to preserve flexibility for pilots with respect to their schedules (e.g. select from a range of line credit values) while respecting pilot seniority, reduce administrative burdens, eliminate scheduling conflicts (e.g., transition, vacation and training conflicts), regulate open time and schedule training events, as well as to work toward improving efficiency and pilot quality of life.

4. The Parties agree that PBS is not intended to alter the terms and conditions of the Parties’ Collective Bargaining Agreement including, but not limited to “Red/Green system” and vacation (e.g. vacation pay options, vacation slide).
5. No involuntary Position reductions shall result from PBS implementa-
tion.

6. The PBS will allow pilots to preserve or waive “4 days off” on a six-month trial basis. Six (6) months following the implementa-
tion of PBS, the Association will inform the Company as to whether to continue allowing such waivers on a permanent basis. If the Association decides to discontinue allowing such waivers, such decision will take effect in the subsequent bid period.

7. Unless otherwise mutually agreed to by the JPWG, open time for any Bid Position shall be four (4) percent of the total bid pe-

eriod pairing credit at the time of Final Schedule. The JPWG will ensure that open duty periods are distributed appropriately with due consideration to operational integrity.

8. The Parties agree to establish a Joint PBS Working Group (“JPWG”). The JPWG will be comprised of three (3) Company members and three (3) Association members. The Company will select representatives from its employee group at its discretion. The SPA MEC Chairman will select three (3) SPA Association members to represent the Association on the JPWG.

9. Vacation

   a. For each full vacation period of seven (7) days, the PBS will block up to two (2) additional calendar days as “Inviolate Days Off” at the pilot’s option. Inviolate Days Off must be designated by the pilot in the PBS bidding process and must be contiguous with his awarded vacation. The pilot will use his vacation accruals if he chooses to be paid for Inviolate Days Off. Each designated Inviolate Day Off must be debit-
ed from a Reserve Pilot’s vacation bank.

   b. A pilot may elect to be paid between 12.0 and 36.0 hours per seven-day vacation period.

   c. Pilots must provide Scheduling with Inviolate Day(s) Off and pay credit elections associated with their vacation in the
subsequent month in sufficient time to be loaded into PBS. The deadline for these elections will be determined by the JPWG.

d. All days on which a pilot is scheduled for Reserve duty will be considered a Reserve day (e.g. R19 covers two Reserve days. For purposes of hitting the threshold value in either Line Credit Window, Reserve days will be credited at 4.0 hours).

e. The following chart shall be used for purposes of programming PBS to ensure Minimum Scheduled Days off. Known absences (e.g. vacation, leaves of absence, training, Inviolate Days Off) do not count toward minimum days off.

<table>
<thead>
<tr>
<th>Reserve Pilots 30-day Month</th>
<th>Regular Pilots 30-day Month</th>
<th>Regular &amp; Reserve Pilots 31-day Month</th>
<th>Mixed/Relief Pilots 30/31 day month</th>
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<tbody>
<tr>
<td>Known Absence (Days)</td>
<td>Minimum Days Off</td>
<td>Known Absence (Days)</td>
<td>Minimum Days Off</td>
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<tr>
<td>0-1</td>
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10. The JPWG will work collaboratively and act in good faith to reach mutual agreement on all aspects of PBS, including but not limited to design, testing, training, implementation, and administration.
11. Pairings will continue to be jointly constructed in accordance with current practice pursuant to Section 25.A.1 of the CBA.

12. The Company and/or vendor shall make available, solely for use by the Association members of the JPWG, the fully functional, unconstrained current version of the PBS with sufficient licenses to allow all Association members of the JPWG to have access remotely and use the system. Such access shall be at Company expense and include all necessary databases and components to allow comparison runs using actual pilot data and preferences. The Company will load all data reasonably required for testing, implementation, and administration of the PBS.

13. The Company and/or vendor shall make available remote access to the pairing generation software, solely for use by the Association members of the JPWG. Such access shall be at Company expense.

14. The Company will request proposals from NavBlue, AOS, and FlightLine no later than 30 days following the date of CBA ratification. The JPWG shall be involved in the development of the Request for Proposal (“RFP”) and shall be provided a copy of the final RFP prior to release. The JPWG will also be provided a copy of all proposals received in response to the RFP. The JPWG will have the opportunity to participate in the interviews of such PBS vendors within 30 days from the deadline for receipt of vendor responses to the RFPs. The JPWG will work collaboratively in selecting the PBS vendor taking into consideration overall costs, IT systems compatibility, quality of PBS solutions, technical capabilities, and the vendor’s financial stability and ability to provide continuing product support. Should the JPWG fail to reach mutual agreement within fifteen days of the conclusion of the interviews, the Association will make the final vendor selection from the three interviewed vendors within five (5) days consistent with the foregoing considerations. The selected PBS vendor and/or software shall not be changed except by written mutual agreement of the Parties.
15. The Company and/or vendor will train the Association members of the JPWG in the use of all PBS and pairing generation software at no expense to the Association. The JPWG will determine the necessary training of the pilot group on the use of PBS software. Such training will be executed at no expense to the Association.

16. The Parties intend to implement the PBS within twelve (12) months following final vendor selection. The Parties agree to work diligently toward implementation of PBS and if possible, earlier implementation will occur. If the Parties fail to implement PBS within 12 months, the Parties shall submit all open issues to the dispute resolution process set forth in Paragraph 21 below, unless the parties mutually agree otherwise.

17. The Company shall bear all expenses related to the initial software design, testing, training, administration and operation of PBS, as well as necessary hardware acquisition to operate the system.

18. PBS access will be available, at no cost to the pilot and the Association, via the internet using conventional HTML browsers on personal computers (PC, Mac), mobile and tablet devices, if available. PBS shall be available to pilots via an Internet connection worldwide without any requirement for a VPN connection or special access software.

19. Until six months post-implementation of PBS, the Association members of the JPWG shall be placed on Company paid Association leave (90 hours per month), receive positive space travel on Spirit Airlines to and from all meetings, company paid hotel and per diem. After six months following implementation of PBS, 70 hours of credit per month (in lieu of credit under Section 25.A.1) shall be divided between the Association Scheduling Committee and the Association members of the JPWG.

20. Prior to PBS implementation, the Parties will execute a mutually agreeable MOU memorializing the agreements reached by the JPWG and any Orders/Awards of the arbitrator under Paragraph
21 of this PBS LOA on all aspects of PBS including testing, training, implementation, implementation schedule, and administration of PBS.

21. Disputes arising over the meaning or application of the PBS LOA shall be submitted on an expedited basis directly to Arbitrator Richard Bloch for final and binding resolution if he is available within 60 days of submission. If Arbitrator Bloch is unavailable within that period, the parties will submit the dispute to the first available mutually agreed to arbitrator within that 60 day time period. The Party initiating arbitration shall give the other 10 days’ notice prior to contacting the arbitrator to schedule a hearing. The Parties shall accept Arbitrator Bloch’s or the alternate arbitrator’s first available date within the 60 day time period. The hearing and the Parties’ presentations, witnesses, evidence and briefs shall be handled as described in the Parties’ Modified System Board Process LOA. The decision of the arbitrator shall be issued within 5 business days following the hearing and delivered orally. The arbitrator’s decision shall be reduced into an Order/Award by the Parties within 2 business days and presented to the arbitrator for his signature. For any JPWG disputes involving PBS parameters, such as credit windows, stacking/unstacking limits, average and target line values that are not currently addressed in the Parties’ CBA and/or this PBS LOA, the arbitrator shall consider design, testing, training, implementation, administration and operation of PBS for pilot groups at mainline U.S. carriers, with special consideration given to carriers that operate the same PBS software. In addition, the arbitrator shall consider Spirit’s operational requirements and the guiding principles of this LOA in rendering any decision.

22. The following shall become effective upon and as part of PBS implementation and shall replace and supersede Section 4.C. and 4.D. of the Collective Bargaining Agreement.

A. Reserve Lineholders

1. Minimum pay for a trip shall be the greatest of the following:
a. The greater of Flight Pay (as defined in Section 2 of the CBA) or Duty Rig, on a duty period by duty period basis, for the entire trip; or

b. Five (5) hours per duty period for the entire trip; further, a pilot shall be credited for pay purposes with one additional duty period (five hours) for each scheduled away-from-domicile layover that exceeds a continuous 24-hour period; or

c. One hour’s flight time credit for each 3.5 hours elapsed time away from his base.

2. On a reserve day in which a reserve lineholder is not required to report for duty, he shall be handled in accordance with Section 4.A of the CBA.

B. Regular and Relief Lineholders

1. Minimum pay for a trip that is not rescheduled shall be the greatest of the following:

a. The greater of Flight Pay (as defined in Section 2 of the CBA) or Duty Rig, on a duty period by duty period basis, for the entire trip; or

b. Five (5) hours per duty period for the entire trip; further, a pilot shall be credited for pay purposes with one additional duty period (five hours) for each scheduled away-from-domicile layover that exceeds a continuous 24-hour period; or

c. One hour’s flight time credit for each 3.5 hours elapsed time away from his base.

2. Minimum pay for a trip that is rescheduled shall be the greatest of the following:
a. The greater of Flight Pay (as defined in Section 2 of the CBA) or Duty Rig, on a duty period by duty period basis in the rescheduled trip hour period; or

b. Scheduled time in the original trip hour period; or

c. Five (5) hours per duty period for the entire trip; further, a pilot shall be credited for pay purposes with one additional duty period (five hours) for each scheduled away-from-domicile layover that exceeds a continuous 24-hour period; or

d. One hour’s flight time credit for each 3.5 hours elapsed time away from his base.

3. On a reserve day in which a relief lineholder is not required to report for duty, he shall be paid and credited four hours.

C. Duty Rig Definition

Duty Rig for a duty period shall be one (1) hour pay credit, prorated on a minute-by-minute basis, for each two (2) hours of duty time, on a scheduled or actual basis, whichever is greater.

23. Upon implementation of PBS, reserve day(s) cannot be dropped, except for Mandatory Float Vacation (MFV) pursuant to Section 7.D. Any provisions of the CBA that conflict with this paragraph will be superseded.

24. Upon implementation of PBS, pilots may waive the one check-in per calendar day provision of Section 25.A.1.a.

25. Upon implementation of PBS Section 12.D.4 (8 hours between required rest periods) will be replaced and superseded with 9 hours between required rest periods.
26. Upon implementation of PBS, all 29 in 7 restrictions will be eliminated, including the following 2010 CBA provisions:

a. Section 25.B.3.g.6
b. Section 25.B.3.h.4
c. Section 25.E.4.d
d. Section 25.I.1
e. Section 25.K.5.j

Any provisions of the CBA that conflict with this paragraph will be superseded.

IN WITNESS WHEREOF, the Parties have executed this Letter of Agreement this 1st day of March, 2018.

For Spirit Airlines, Inc.

For Air Line Pilots Association, Int’l.

John Bendoraitis,  
Executive Vice President and  
Chief Operating Officer

Captain Timothy G. Canoll,  
President

Thomas Canfield  
Senior Vice President,  
General Counsel and Secretary

Stuart Morrison  
SPA MEC Chairman
LETTER OF AGREEMENT
between
SPIRIT AIRLINES, INC.
and the
AIR LINE PILOTS
in the service of
SPIRIT AIRLINES, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

FATIGUE POLICY AND PROCEDURES

THIS LETTER OF AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Spirit Airlines, Inc. (hereinafter referred to as “Spirit” or “the Company”) and the airline pilots in the service of the Company, as represented by the Air Line Pilots Association, International (hereinafter referred to as “ALPA” or “the Association”), and together referred to collectively as the “Parties.”

A. Procedure

1) When a pilot determines that he will not be able to complete a Flight Duty Period ("FDP") assignment, not including any FDP extensions allowed under FAR 117, due to a reduced level of alertness and the safety of the assignment will be impacted, the pilot will be responsible for contacting Crew Scheduling and removing himself and/or refusing the remainder of the FDP. In that case the following procedure will be applied:

a) The pilot will contact Crew Scheduling as soon as possible and state the reason for the refusal of the FDP or remaining FDP is “Fatigue”.

b) Crew Scheduling will immediately remove the pilot and place him into a rest period of no less than 10 hours, beginning immediately if the pilot is currently located
in his domicile or currently at a hotel, or if the pilot is currently at an airport, so as to provide no less than 8 hours uninterrupted rest opportunity in an approved hotel, if an approved hotel is available, otherwise in another available hotel, but in no case shall the total rest period be less than 10 hours. If a pilot determines that a rest period will not provide 8 uninterrupted hours of sleep opportunity, the pilot must notify Crew Scheduling. The pilot is assumed to be rested at the completion of the above rest period and shall notify Crew Scheduling as soon as possible if the pilot determines he is not rested and fit for duty.

c) Following the rest period referenced in paragraph (b) above, the pilot may be assigned duty in accordance with the provisions of Section 25.I. of the parties’ Collective Bargaining Agreement.

d) The pilot shall be required to submit a fatigue report to the Fatigue Management Committee (“FMC”) within 48 hours of the event or, if mid-sequence, 48 hours of return to his domicile providing details relevant to the fatigue call. At no time shall the pilot be required to discuss or explain the nature of the fatigue event beyond the initial fatigue report, unless more information or data is needed by the FMC to help determine a root cause in conjunction with the Company’s approved Fatigue Risk Management Plan (“FRMP”).

e) The block credit of portions not completed as originally scheduled after the fatigue event will be pay protected initially from the pilot’s sick bank until reviewed by the FMC. If the FMC determines a Fatigue Event is the result of a matter beyond the control of the pilot, then the pilot will be paid and credited in accordance with Section 3 of this Agreement and the sick bank pay protection restored. Should the FMC determine that the Fatigue Event was within the control of the pilot, then the pilot will have the option of having the pay protection credit
restored to his sick bank and having such credit deducted from his pay. Irresponsible commuting, as determined by the FMC, does not qualify as a “matter beyond the control of the pilot.”

f) A crewmember who is scheduled to finish an assignment beyond the limits of FAR 117 FDP limitations, and who does not agree to an extension of any kind beyond the FDP limit, must provide a reason. The pilot and crew scheduler, in the interest of safety, are prohibited from offering and/or accepting any form of incentive for extending beyond FDP limits.

B. Fatigue Management Committee

1) The FMC shall be comprised of the FRMP manager or designee, ALPA Safety Representative and a Company Flight Operations Representative. In the interest of preserving an anonymous reporting culture, the Company agrees that neither the FRMP manager nor Flight Operations Representative shall be an employee to whom a “Line Pilot” directly or indirectly reports.

2) All reports will be analyzed by the FMC for Root Cause. Report content shall be considered confidential and shall not be shared outside the FMC until the root cause analysis has been completed. All potential corrective actions shall be submitted directly to the Vice President of Flight Operations and the Director of Operations, or a designee so as to comply with the Spirit Airlines Company Safety Promise. In the event a review indicates a suspected misuse or abuse, nothing in this Section shall abrogate the rights of either party pursuant to the Collective Bargaining Agreement.

3) The Company will not disclose the identity of any pilot who files a fatigue report that the FMC determines to be the result of a matter beyond the control of the pilot unless agreed to by the pilot or required by law. The identity of a pilot who files a fatigue report that the FMC determines to be the result of a
matter within the control of the pilot may not be disclosed to an outside party other than a medical professional as part of a fitness for duty determination, to a System Board if it determines that such report is relevant to the disposition of a grievance, or if agreed to by the pilot or as required by law.

This Agreement shall become effective on the date signed and shall remain in full force and effect for the duration of the Parties’ Collective Bargaining Agreement dated March 1, 2018.

IN WITNESS WHEREOF, the Parties have signed this Fatigue Policy and Procedures Letter of Agreement on the 1st day of March, 2018.

For Spirit Airlines, Inc. For Air Line Pilots Association, Int’l.

John Bendraitis, Captain Timothy G. Canoll,
Executive Vice President and President
Chief Operating Officer

Thomas Canfield, Stuart Morrison
Senior Vice President, SPA MEC Chairman,
General Counsel and Secretary
LETTER OF AGREEMENT
Between
SPIRIT AIRLINES, INC.
And the Air Line Pilots in the service of
SPIRIT AIRLINES, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

MODIFIED SYSTEM BOARD PROCESS

This Letter of Agreement (“LOA”) is made under the provisions of the Railway Labor Act, as amended, between Spirit Airlines, Inc. (the “Company”), and the Air Line Pilots Association, International (the “Association”), collectively referred to as the “Parties.”

A. For non-discipline or non-discharge grievances that have been properly appealed to the System Board of Adjustment, the Parties may by mutual agreement resolve such grievances through a modified System Board process, in lieu of a full System Board Hearing pursuant to Section 21 of the Spirit-ALPA Collective Bargaining Agreement (“Agreement”), as follows:

1. The Parties may mutually designate a date for a modified System Board hearing. The first available arbitrator from the panel set forth in Section 21.F.1. of the Agreement will be selected to conduct the hearing.

2. The arbitrator will sit as the sole member of the modified System Board and will issue his or her decision at the close of the hearing. The arbitrator’s decision on the presented grievance(s) shall be final and binding. However, the decision will not be precedent setting unless both Parties stipulate otherwise.

3. The issues arbitrated under this LOA will be limited to the issues raised in the grievance(s) that the Parties failed to resolve through the grievance process.
4. The Parties’ presentations of the grievance(s) will be limited to an explanation of the Parties’ positions and supporting exhibits. The presentation of evidence will not be limited to positions or documents presented during the grievance process. Clarifying questions may be asked by the arbitrator and/or other party. The rules of evidence will not apply; no post-hearing briefs will be permitted; and no transcript of the hearing shall be made.

5. Attendees will be limited to those individuals required for the presentation of the Parties’ positions and those with authority to bind their respective party.

6. By agreeing to submit a grievance to the modified System Board process, the Parties do not waive any procedural arguments they may have regarding the grievance including any jurisdictional or procedural defenses.

7. The modified System Board hearing fees and expenses will be shared equally by the Parties. All modified System Board hearings will be held in the same location as would a regular System Board hearing, unless the Parties agree to another location.

IN WITNESS WHEREOF, the Parties have executed this Letter of Agreement this 1st day of March, 2018.

For Spirit Airlines, Inc.  For Air Line Pilots Association, Int’l.

John Bendoraitis,  Captain Timothy G. Canoll,  
Executive Vice President and  President  
Chief Operating Officer

Thomas Canfield  Stuart Morrison  
Senior Vice President,  SPA MEC Chairman  
General Counsel and Secretary

Appendix: LOAs and MOUs  17
LETTER OF AGREEMENT
Between
SPIRIT AIRLINES, INC.
And the Air Line Pilots in the service of
SPIRIT AIRLINES, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

Ratification Compensation LOA (2018)

This Letter of Agreement (LOA) is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Spirit Airlines, Inc. (“Spirit” or “Company”) and the Air Line Pilots Association, International (“Association” or “ALPA”).

WHEREAS, the parties have agreed that pilots will receive ratification compensation payments totaling $75,000,000 (the “$75M Amount”) in the event of ratification of the parties’ collective bargaining agreement, tentatively agreed on January 26, 2018;

NOW THEREFORE, the parties hereby agree as follows:

The Association will allocate the $75M Amount among pilots and the Company will pay the $75M Amount to pilots in accordance with the following:

A. The methodology for allocation of the $75M Amount shall be determined by the ALPA Spirit MEC and will be the sole responsibility of the Association.

B. The Association will designate five percent (5%) of the $75M Amount ($3,750,000) as a holdback fund to correct any errors or omissions in its allocation calculation and distribution to eligible pilots and to cover litigation risks (“Errors or Omissions Amount”). The Errors or Omissions Amount will be retained by the Company for the sole benefit of Spirit pilots and distributed only after the Company receives joint written authorization of the President of the Association and the Spirit MEC Chairman,
in accordance with Paragraph E of this Letter of Agreement. Holdback funds that remain shall be allocated and distributed at the direction of the Association (upon the joint written authorization of the Association as identified above) in the same manner and under the same allocation terms as the initial distribution.

C. A “Payment Date” is the date when the Company will pay any part of the $75M Amount to or on behalf of the Spirit pilots in accordance with Paragraphs D and E of this Letter of Agreement.

D. For the $75M Amount, a Payment Date will occur no later than thirty (30) days after the later of the following: 1) the effective date of this Letter of Agreement, and 2) the date ALPA provides joint written authorization of the Association President and Spirit MEC Chairman to the Company, which will include a list of the pilots and the gross dollar amounts (of the $75M Amount) to be paid to or on behalf of pilots on the list.

E. For the Errors or Omissions Amount, a Payment Date will occur no later than thirty (30) days after the date ALPA provides its joint written authorization (as identified in Paragraph B above) to the Company, which will include a list of the pilots and the gross dollar amounts (of the Errors or Omissions Amount) to be paid to or on behalf of pilots on the list.

F. The Company’s payment of any ratification compensation amount on a Payment Date will be made separately from pilots’ normal paychecks and will be subject to withholding of i) applicable taxes and other deductions as required by law, and ii) Association dues, fees, and assessments.

G. Ratification compensation payments to an eligible pilot under this Letter of Agreement will not be considered as “compensation” under the Pilots’ 401(k) Plan and any other qualified and non-qualified retirement benefit plans sponsored by Spirit in which the eligible pilot participates or is eligible to participate in accordance with the terms of that plan and applicable law. There will not be a special election for the amount of employee contri-
butions to the Pilots’ 401(k) Plan to be taken from the ratification compensation payment.

H. Spirit will provide all pilot data and information reasonably requested by the Association in connection with developing the Association’s allocations or verifying necessary data relating to the allocations referenced in this Letter of Agreement, or with regard to developing any list of pilots referenced in Paragraphs B, D and E when such information is not already reasonably available, or has not previously been provided, to the Association.

This Letter of Agreement shall become effective on the effective date of the Collective Bargaining Agreement between the Company and the Association and will remain in full force and effect concurrent with the Collective Bargaining Agreement.

IN WITNESS HEREOF, the parties have executed this Letter of Agreement this 1st day of March, 2018.

For Spirit Airlines, Inc.                                               For Air Line Pilots Association, Int’l.

John Bendoraitis,                                                       Captain Timothy G. Conoll,  
Executive Vice President and  President
Chief Operating Officer

Thomas Canfield                                                       Stuart Morrison
Senior Vice President,  
General Counsel and Secretary

SPA MEC Chairman
MEMORANDUM OF UNDERSTANDING
between
SPIRIT AIRLINES, INC.
and
THE AIR LINE PILOTS
in the service of
SPIRIT AIRLINES, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

This Memorandum of Understanding is made under the provisions of the Railway Labor Act, as amended, between Spirit Airlines, Inc. (the "Company"), and the Air Line Pilots Association, International (the "Association").

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company's pilots ("Agreement") effective August 1, 2010; and

WHEREAS, the parties agree that they will jointly construct the reserve buffers as required by Section 25.R.4.a.1;

WHEREAS, the parties also agree to follow the language as outlined in the Memorandum of Understanding dated January 2015 that was created pursuant to the Red Green Arbitration award, which stated in part, that the reserve buffers will be constructed jointly;

WHEREAS, the parties recognize that logistical difficulties may arise which preclude all parties from being physically present in the same location during the buffer building process;

NOW, THEREFORE, it is mutually agreed that:

A. The Company will continue the joint construction of the reserve buffers with the ALPA designee(s) and the Manager of Crew Scheduling or other qualified personnel.

B. Additionally, the Company recognizes that the reserve buffer building process is predominately an automated process and that having an ALPA representative physically present during this process can be burdensome to the Association.

C. Therefore, the Company and ALPA mutually agree to allow the ALPA designee(s) the ability to participate in the reserve buffer building process telephonically at ALPA’s discretion.

Page 1 of 2
D. The Company shall continue to provide the ALPA designee(s) with spreadsheets and screenshots of the proposed and final buffers in Flica and any other pertinent information necessary in order to participate in the process telephonically.

E. This Memorandum of Understanding shall be effective upon the date of signing and shall run concurrent with the Agreement, including any status quo period under the Railway Labor Act, as amended. Additionally, all other provisions of the Red/Green MOU shall remain in full force and effect, unless further changes are mutually agreed to by both parties.

Accepted and Agreed on behalf of ALPA and Spirit Airlines, Inc., respectively:

James Ackerman
Chairman, SPA Master Executive Council

Jyri Strandman
Vice President, Flight Operations

10-05-2015
SPRIT AIRLINES, INC.
AVIATION SAFETY ACTION PROGRAM (ASAP) FOR PILOTS
MEMORANDUM OF UNDERSTANDING

1. GENERAL. Spirit Airlines, Inc. (GTIA) is a Title 14 of the Code of Federal Regulations (14 CFR), air carrier operating under Part 121 engaged in engaged in scheduled passenger service within North America, South America, Central America, Mexico, and the Caribbean. GTIA operates approximately 73 aircraft, and employs approximately 1135 pilots. The pilots are represented by the Air Line Pilots Association (ALPA).

2. PURPOSE. The Federal Aviation Administration (FAA), GTIA, and the ALPA are committed to improving flight safety. Each party has determined that safety would be enhanced if there were a systematic approach for pilots to promptly identify and correct potential safety hazards. The primary purpose of the GTIA Aviation Safety Action Program (ASAP) is to identify safety events, and to implement corrective measures that reduce the opportunity for safety to be compromised. In order to facilitate flight safety analysis and corrective action, GTIA and the ALPA join the FAA in voluntarily implementing this ASAP for pilots, which is intended to improve flight safety through pilot self-reporting, cooperative follow-up, and appropriate corrective action. This Memorandum of Understanding (MOU) describes the provisions of the program.

3. BENEFITS. The program will foster a voluntary, cooperative, nonpunitive environment for the open reporting of safety of flight concerns. Through such reporting, all parties will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop corrective action to help solve safety issues and possibly eliminate deviations from 14 CFR. For a report accepted under this ASAP MOU, the FAA will use lesser enforcement action or no enforcement action, depending on whether it is a sole-source report, to address an event involving possible noncompliance with 14 CFR. This policy is referred to in this MOU as an "enforcement-related incentive".

4. APPLICABILITY. The GTIA ASAP applies to all pilot employees of GTIA and only to events that occur while acting in that capacity. Reports of events involving apparent noncompliance with 14 CFR that is not inadvertent or that appears to involve an intentional disregard for safety, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program.

   a. Events involving possible noncompliance with 14 CFR by GTIA that are discovered under this program may be handled under the Voluntary Disclosure Policy, provided that GTIA voluntarily reports the possible noncompliance to the FAA and that the other elements of that policy are met (See the current version of AC 00-58, Voluntary Disclosure Reporting Program and FAA Order 2150.3B, Compliance and Enforcement Program, Chapter 5).

   b. Any modifications of this MOU must be accepted by all parties to the agreement.

5. PROGRAM DURATION. This is a Continuing program subject to review and renewal every two years by the FAA. This ASAP may be terminated at any time for any reason by GTIA, the FAA, or any other party to the MOU. The termination or modification of a program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action; i.e., when a program is terminated, all reports and investigations that were in progress will be handled under the provisions of the program until they are completed. Failure of any party to follow the terms of the program ordinarily will result in termination of the program. Failure of GTIA to follow through with corrective action acceptable to the FAA to resolve any safety deficiencies ordinarily will result in termination of the program.

Appendix: LOAs and MOUs 23
6. REPORTING PROCEDURES. When a pilot observes a safety problem or experiences a safety-related event, he or she should note the problem or event and describe it in enough detail so that it can be evaluated by a third party.

   a. ASAP Report Form. At an appropriate time during the workday (e.g., after the trip sequence has ended for the day), the employee should complete GTIA ASAP Form (Form Number Not Applicable) for each safety problem or event and submit it by electronic reporting (SRS) to the ASAP Manager. If the electronic reporting (SRS) system is not available to the pilot at the time he or she needs to file a report, the employee may contact the ASAP manager's office and file a report via telephone within 24 hours after the end of flight sequence for the day of occurrence, absent extraordinary circumstances. Reports filed telephonically within the prescribed time limit must be followed by a formal report submission within three calendar days thereafter. If the safety event involves a deviation from an ATC clearance, the pilot should note the date, time, place, altitude, flight number, and ATC frequency, along with enough other information to fully describe the event and any perceived safety problem.

   b. Time Limit. Reports that the ERC determines to be sole-source will be accepted under the ASAP, regardless of the timeframe within which they are submitted, provided they otherwise meet the acceptance criteria of paragraphs 11a (2) and (3) of this MOU. Reports which the ERC determines to be non-sole source must meet the same acceptance criteria, and must also be filed within one of the following two possible timeframes:

   (1) Within 24 hours after the end of flight sequence for the day of occurrence, absent extraordinary circumstances. For example, if the event occurred at 1400 hours on Monday and a pilot completes the flight sequence for that day at 1900 hours, the report should be filed no later than 1900 hours Tuesday. In order for all employees to be covered under the ASAP for any apparent non-compliance with 14 CFR resulting from an event, they must all sign the same report or submit separate signed reports for the same event.

   (2) Within 24 hours of having become aware of possible non-compliance with 14 CFR provided the following criteria are met: If a report is submitted later than the time period after the occurrence of an event stated in paragraph 6b(1) above, the ERC will review all available information to determine whether the pilot knew or should have known about the possible noncompliance with 14 CFR within that time period. If the ERC determines that the employee did not know or could not have known about the possible noncompliance with 14 CFR until informed of it, then the report would be included in ASAP, provided the report is submitted within 24 hours of having become aware of possible noncompliance with 14 CFR, and provided that the report otherwise meets the acceptance criteria of this MOU. If the employee knew or should have known about the possible noncompliance with 14 CFR, then the report will not be included in ASAP.

   c. Non-reporting employees covered under this ASAP MOU. If an ASAP report identifies another covered employee in an event involving possible noncompliance with 14 CFR and that employee has neither signed that report nor submitted a separate report, the ERC will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible noncompliance with 14 CFR. If the ERC determines that the employee did not know or could not have known about the apparent possible noncompliance with 14 CFR, and the original report otherwise qualifies for inclusion under ASAP, the ERC will offer the non-reporting employee the opportunity to submit his/her own ASAP report. If the non-reporting employee submits his/her own report within 24 hours of notification from the ERC, that report will be afforded the same consideration under ASAP as that accorded the report from the original reporting employee, provided all other ASAP acceptance criteria are met. However, if the non-reporting employee fails to submit his/her own report within 24 hours of notification from the ERC, the possible noncompliance with 14 CFR by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement authorities, if warranted.

   d. Non-reporting employees not covered under this ASAP MOU. If an ASAP report identifies another GTIA employee who is not covered under this MOU, and the report indicates that employee may
have been involved in possible noncompliance with 14 CFR, the ERC will determine on a case-by-case basis whether it would be appropriate to offer that employee the opportunity to submit an ASAP report. If the ERC determines that it is appropriate, the ERC will provide that employee with information about ASAP and invite the employee to submit an ASAP report. If the employee submits an ASAP report within 24 hours of notification from the ERC, that report will be covered under ASAP, provided all other ASAP acceptance criteria are met. If the employee fails to submit an ASAP report within 24 hours of notification from the ERC, the possible noncompliance with 14 CFR by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement agencies, if warranted.

7. POINTS OF CONTACT. The ERC will be comprised of one representative from GTIA management; one representative from the ALPA; and one FAA inspector assigned as the ASAP representative from the Certificate Holding District Office (CHDO) for GTIA; or their designated alternates in their absence. In addition, GTIA will designate one person who will serve as the ASAP manager. The ASAP manager will be responsible for program administration, and will not serve as a voting member of the ERC.

8. ASAP MANAGER. When the ASAP manager receives the report, he or she will record the date and time of any event described in the report and the date and time the report was submitted through the electronic reporting (SRS) system. The ASAP manager will enter the report, along with all supporting data, on the agenda for the next ERC meeting. Reports should be provided to all ERC members prior to the scheduled ERC meeting in accordance with guidance contained in Advisory Circular 120-66, as amended. The ERC will determine whether a report is submitted in a timely manner or whether extraordinary circumstances precluded timely submission. To confirm that a report has been received, the ASAP manager will send a written receipt through the electronic reporting (SRS) system to each employee who submits a report. The receipt will confirm whether or not the report was determined to be timely. The ASAP manager will serve as the focal point for information about, and inquiries concerning the status of, ASAP reports, and for the coordination and tracking of ERC recommendations.

9. EVENT REVIEW COMMITTEE (ERC). The ERC will review and analyze reports submitted by the pilots under the program, identify actual or potential safety problems from the information contained in the reports, and propose solutions for those problems. The ERC will provide feedback to the individual who submitted the report.

a. The ASAP manager will maintain a database that continually tracks each event and the analysis of those events. The ERC will conduct a 12-month review of the ASAP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of safety-related events of a similar nature. That review will include recommendations for corrective action for recurring events indicative of adverse safety trends.

b. This review is in addition to any other reviews conducted by the FAA. If an application for renewal of the continuing program is anticipated, the ERC will prepare and submit a report with the certificate holder’s application to the FAA 60 days in advance of the termination date of the existing continuing program.

10. ERC PROCESS.

a. The ERC will meet as necessary to review and analyze reports that will be listed on an agenda submitted by the ASAP manager. The ERC will determine the time and place of the meeting. The ERC will meet at least once a month, and the frequency of meetings will be determined by the number of reports that have accumulated or the need to acquire time-critical information.

b. The ERC will make its decisions involving ASAP issues based on consensus. Under the GTIA ASAP, consensus of the ERC means the voluntary agreement of all representatives of the ERC. It does not require that all members believe that a particular decision or recommendation is the most desirable solution, but that the result falls within each member’s range of acceptable solutions for that event in the best interest of safety. In order for this concept to work effectively, each ERC representative shall be
empowered to make decisions within the context of the ERC discussions on a given report. The ERC representatives will strive to reach consensus on whether a reported event is covered under the program, how that event should be addressed, and the corrective action or any enforcement action that should be taken as a result of the report. For example, the ERC should strive to reach a consensus on the recommended corrective action to address a safety problem such as an operating deficiency or airworthiness discrepancy reported under ASAP. The corrective action process would include working the safety issue(s) with the appropriate departments at the airline and the FAA that have the expertise and responsibility for the safety area of concern. Recognizing that the FAA holds statutory authority to enforce the necessary rules and regulations, it is understood that the FAA retains all legal rights and responsibilities contained in Title 49, United States Code, and FAA Order 2150.3B. In the event there is not a consensus of the ERC on decisions concerning a report involving an apparent violation(s), a qualification issue, or medical certification or medical qualification issue, the FAA ERC representative will decide how the report should be handled. The FAA will not use the content of the ASAP report in any subsequent enforcement action, except as described in paragraph 11a(3) of this MOU.

c. It is anticipated that three types of reports will be submitted to the ERC: safety-related reports that appear to involve a possible noncompliance with 14 CFR, reports that are of a general safety concern, but do not appear to involve possible noncompliance with 14 CFR, and any other reports: e.g., involving catering and passenger ticketing issues. All safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.

d. The ERC will forward non-safety reports to the appropriate GTIA department head for his/her information and, if possible, internal (GTIA) resolution. For reports related to flight safety, including reports involving possible noncompliance with 14 CFR, the ERC will analyze the report, conduct interviews of reporting pilots, and gather additional information concerning the matter described in the report, as necessary.

e. The ERC should also make recommendations to GTIA for corrective action for systemic issues. For example, such corrective action might include changes to GTIA flight operations procedures, aircraft maintenance procedures, or modifications to the training curriculum for pilots. Any recommended changes that affect GTIA will be forwarded through the ASAP manager to the appropriate department head for consideration and comment, and, if appropriate, implementation. The FAA will work with GTIA to develop appropriate corrective action for systemic issues. The ASAP manager will track the implementation of the recommended corrective action and report on associated progress as part of the regular ERC meetings. Any recommended corrective action that is not implemented should be recorded along with the reason it was not implemented.

f. When the ERC becomes aware of an issue involving the medical qualification or medical certification of an airman, the ERC must immediately advise the appropriate Regional Flight Surgeon about the issue. The ERC will work with the Regional Flight Surgeon and the certificate holder’s medical department or medical consultants to resolve any medical certification or medical qualification issues or concerns revealed in an ASAP report, or through the processing of that report. The FAA ERC member must follow the direction(s) of the Regional Flight Surgeon with respect to any medical certification or medical qualification issue(s) revealed in an ASAP report.

g. Any corrective action recommended by the ERC for a report accepted under ASAP must be completed to the satisfaction of all members of the ERC, or the ASAP report will be excluded from the program, and the event will be referred to the FAA for further action, as appropriate.

h. Use of the GTIA ASAP Report: Neither the written ASAP report nor the content of the written ASAP report will be used to initiate or support any company disciplinary action, or as evidence for any purpose in an FAA enforcement action, except as provided in paragraph 11a(3) of this MOU. The FAA may conduct an independent investigation of an event disclosed in a report.

11. FAA ENFORCEMENT.
Appendix: LOAs and MOUs

a. Criteria for Acceptance. The following criteria must be met in order for a report to be covered under ASAP:

(1) The employee must submit the report in accordance with the time limits specified under paragraph 6 of this MOU;

(2) Any possible noncompliance with 14 CFR disclosed in the report must be inadvertent and must not appear to involve an intentional disregard for safety; and,

(3) The reported event must not appear to involve criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to an appropriate FAA office for further handling. The FAA may use the content of such reports for any enforcement purposes and will refer such reports to law enforcement agencies, if appropriate. If upon completion of subsequent investigation it is determined that the event did not involve any of the aforementioned activities, then the report will be referred back to the ERC for a determination of acceptability under ASAP. Such referred back reports will be accepted under ASAP provided they otherwise meet the acceptance criteria contained herein.

b. Administrative or Informal Action. Notwithstanding the criteria in Chapter 5 of FAA Order 2150.3B, as amended, possible noncompliance with 14 CFR disclosed in a non-sold-source ASAP report that is covered under the program and supported by sufficient evidence will be addressed with administrative action (i.e., a FAA Warning Notice or FAA Letter of Correction, as appropriate for administrative action) or informal action (i.e., oral or written counseling). Sufficient evidence means evidence gathered by an investigation not caused by, or otherwise predicated on, the individual's safety-related report. There must be sufficient evidence to prove the violation, other than the individual's safety-related report. In order to be considered sufficient evidence under ASAP, the ERC must determine through consensus that the evidence (other than the individual's safety-related report) would likely have resulted in the processing of a FAA enforcement action had the individual's safety-related report not been accepted under ASAP. If the ERC determines that sufficient evidence supports a violation for an accepted non-sold-source report, before informal action can be used to close an ASAP case, there must be ERC consensus that the apparent violation does not indicate a lack of qualification, as listed on the E-EDP worksheet, Step two, Criterion three in FAA Order 8900.10, Volume 14, Chapter 1, as amended. In addition, as determined by applying E-EDP worksheet steps three, four, and five, the violation must be determined by consensus of the ERC to be low risk. Accepted non sold-source reports for which there is not sufficient evidence will be closed with a FAA Letter of No Action.

c. Sole-Source Reports. For the purposes of FAA action, a report is considered a sole-source report when all evidence of the event available to the FAA is discovered by or otherwise predicated on the report. Apparent violations disclosed in ASAP reports that are covered under the program and are sole-source reports will be addressed with an ERC response (no FAA action required). It is possible to have more than one sole-source report for the same event.

d. Reports Involving Qualification Issues. GTIA ASAP reports covered under the program that demonstrate a lack, or raise a question of a lack, of qualification of a certificate holder employee will be addressed with corrective action, if such action is appropriate and recommended by the ERC. If an employee fails to complete the corrective action in a manner satisfactory to all members of the ERC, then his/her report will be excluded from ASAP. In these cases, the ASAP event will be referred to an appropriate office within the FAA for any additional investigation and reexamination and/or enforcement action, as appropriate.

e. Excluded from ASAP. Reported events involving possible noncompliance with 14 CFR that are excluded from ASAP will be referred by the FAA ERC member to an appropriate office within the FAA for any additional investigation and re-examination and/or enforcement action, as appropriate.

f. Corrective Action. Employees initially covered under an ASAP will be excluded from the program and not entitled to the enforcement-related incentive if they fail to complete the recommended
corrective action in a manner satisfactory to all members of the ERC. Failure of an employee to complete the ERC recommended corrective action in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter for appropriate action.

g. Repeated Instances of Noncompliance with 14 CFR. Reports involving the same or similar possible noncompliance with the Regulations that were previously addressed with administrative or informal action under ASAP will be accepted into the program, provided they otherwise satisfy the acceptance criteria in paragraph 6 above. The ERC will consider on a case-by-case basis the corrective action that is appropriate for such reports.

h. Closed Cases. A closed ASAP case including a related enforcement investigative report involving a violation addressed with the enforcement-related incentive, or for which no action has been taken, may be reopened and appropriate enforcement action taken if evidence later is discovered that establishes that the violation should have been excluded from the program.

12. EMPLOYEE FEEDBACK. The ASAP manager will publish a synopsis of the reports received, as well as pertinent data and trend information derived from the pilots reports, in the ASAP Quarterly publication quarterly. Specific event summaries contained in the synopsis will not include employee names. Any employee who submitted a report may also contact the ASAP manager to inquire about the status of his/her report. In addition, each employee who submits a report accepted under ASAP will receive individual feedback on the final disposition of the report.

13. INFORMATION AND TRAINING. The details of the ASAP will be made available to all pilots and their supervisors by publication in the GTIA Flight Operations Manual and Safety Management System Manual. Each pilot will receive instruction concerning the program during the regularly scheduled recurrent training session, and on a continuing basis in recurrent training thereafter. All new-hire pilot employees will receive training on the program during initial training.

14. REVISION CONTROL. Revisions to this MOU shall be documented using standard revision control methodology.

15. RECORDKEEPING. All documents and records regarding this program will be kept by the GTIA ASAP manager and made available to the other parties of this agreement at their request. All records and documents relating to this program will be appropriately kept in a manner that ensures compliance with 14 CFR and all applicable law (including the Pilot Records Improvement Act). ALPA and the FAA will maintain whatever records they deem necessary to meet their needs.

16. SIGNATORIES. All parties to this ASAP are entering into this agreement voluntarily.

MEC Chairman, Airline Pilot Association

Sr. Director of Safety, Spirit Airlines, Inc.

Manager, FAA CHDO for Spirit Airlines, Inc.

6-29-15

6-18-15

7-9-15
LETTER OF AGREEMENT
Between
SPIRIT AIRLINES, INC.
And
THE AIR LINE PILOTS
In the Service of
SPIRIT AIRLINES, INC.
As represented by
THE AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

ELECTRONIC TABLET DEVICES AND DISTANCE LEARNING

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 Air Lines, Inc. (the "Company" or "Spirit") and the Airline Pilots in the service of Spirit Airlines, Inc. as represented by the Air Line Pilots Association, International (the "Association" or "ALPA").

WHEREAS the Company and the Association are parties to a collective bargaining Agreement setting forth the rates of pay, rules, and working conditions for the Company's pilots, effective August 1, 2010 ("Pilot Agreement"), and

WHEREAS the Company is providing an electronic tablet device (the "Company-Provided Tablet" or "Tablet" or "EFB" (Electronic Flight Bag)) to each pilot for his/her use on the flight deck and for certain other purposes, including but not limited to certain recurrent ground training matters, and

WHEREAS the Company will utilize the Tablets to provide electronic versions and updates of those manuals and materials required by FAR 121.133-139, FAA guidance, and other information,

NOW, THEREFORE, it is mutually agreed as follows:

A. Company-Provided Tablets

1. "Company-Provided Tablet" or "Tablet" or EFB means an electronic tablet device owned by the Company and provided by the Company to a pilot, pursuant to the Company's EFB Manual, for his/her use on the flight deck and for certain other Company-related communications. As described in the Company's EFB Manual, it contains electronic versions of manuals, charts and other materials as required by FAR 121.133-139. It may also contain bulletins, read-memoranda, and other information including but not limited to certain training materials and modules.
2. A Company-Provided Tablet will be provided at no cost to the pilot.

3. The tablet device will contain storage for a pilot's private, personal use, if available. In the event the Company enhances its storage capacity on the device it will inform the pilot no less than fourteen (14) days in advance of implementation of such enhancement to allow the pilot to protect his personal material from unauthorized access or deletion.

4. The Company will provide, at no cost to the pilot, the following accessories with every tablet device:
   a. outlet charger and cord;
   b. a protective cover or pouch suited to the device;
   c. any other accessories required by the FAA or Company

5. The Company will make free WiFi available in the pilot crew room at each domicile.

B. Pilot Protections

1. The tablet will be partitioned to separate business-use from the portion of the tablet dedicated for the pilot's personal use (when available, as provided above). The portion of the tablet permitted for a pilot's personal use will be partitioned off and will not be locked, tracked, monitored or otherwise controlled by the Company for any reason. Notwithstanding the above, the device may be locked in order to preserve evidence as part of a litigation hold in response to a lawsuit or specific threat of lawsuit against the Company or a Court order.

2. Pilots are not liable for malfunctioning or damaged EFBs, or stolen EFBs (provided there is a police report) except in the case of willful misconduct. The Company will not bear the replacement cost of lost devices unless the pilot establishes he has used due diligence in maintaining custody of the device. In the case where the pilot is found to be responsible for the replacement cost of the device, such cost will be at the fair market value of the equipment at the time of loss.

3. The pilot's personal partition EFB memory will be erased upon return of the device to the Company, except as provided in B.1.

4. The Company acknowledges and agrees that a pilot's personal space on the tablet device is his own personal property, and the information and data in such space is private and confidential, except as otherwise required by law. The Association acknowledges and agrees that information and data on the Company partition is Company property and such data may be monitored, replaced, or deleted by the Company.

5. The Company will not use the EFB to determine, monitor, or track a pilot's location or actions for any purpose including, but not limited to, disciplinary purposes.
6. Information or data on the pilot’s personal partition on the EFB will not be the basis for any disciplinary action and may not be offered by the Company or otherwise used against the pilot in any manner in a disciplinary case.

7. The Company agrees to meet and confer with the Association prior to any additional responsibilities imposed on a pilot regarding the tablet.

C. EFB-Related Training

The Company will provide training in the use of the tablet and the software and operating system residing on the Company partition. This training shall be paid for at four (4) hours above monthly guarantee.

D. Upon request of either party, the Company and Association shall meet to discuss issues associated with the implementation of any new device or standards.

E. Distance Learning Using the Tablet in Lieu of Attending Ground Training

1. The Tablet may be used to administer distance learning in lieu of attending recurrent ground training or any other course of training using the same training modules (for example but not limited to, upgrade, continuing qualification, or requalification training). Section 11.I.D.2 of the Pilot Agreement is supplemented as described below.

2. A pilot shall be paid five hours per day above monthly guarantee for up to two days of distance learning per calendar month. A day of distance learning shall be designed for no more than nine (9) hours. No more than two calendar days of distance learning will be administered in any one calendar month.

3. Distance learning must be accomplished by the pilot prior to his/her recurrent classroom or recurrent flight training. In no case will the pilot have less than one calendar month to accomplish distance learning, unless the pilot requests or agrees to train in his/her grace early month (or unless otherwise waived by the pilot). In those cases, the pilot will complete the required distance learning before the remainder of the training event.

4. A pilot requiring requalification training shall have access to distance learning within three (3) days of his availability to the Company as indicated in his notice of intent to return to duty. The pilot will be provided no less than five (5) days to complete the required distance learning unless otherwise waived by the pilot.

5. Distance learning is not considered duty time and shall not trigger duty rest or days off provisions in Sections 11, 12 or 25 of the Pilot Agreement.

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This LETTER OF AGREEMENT will become effective on its date of signing and will remain in effect concurrent with the August 1, 2010 collective bargaining agreement between the Company and ALPA.

For SPIRIT AIRLINES, INC.:

Ben Baldanza
President/CEO
Spirit Airlines, Inc.

Jyri Strandman
VP Flight Ops

For the AIRLINE PILOTS ASSOCIATION, INT'L.

Captain Christian Amongero
ALPA SPA MEC Chairman
02/19/15

Tim Caniff
ALPA President
COMPLIANCE WITH THE NICOLAU AWARD

THIS MEMORANDUM OF UNDERSTANDING is made and entered into between Spirit Airlines (the Company) and the Air Line Pilots in the service of Spirit as represented by the Air Line Pilots Association.

The parties mutually agree to the following principles concerning compliance with Section 25 R (the “Red/Green” system for approving net credit loss transactions) as construed by the Nicolau Award, and related issues:

A. The parties will jointly construct the reserve buffers required by Section 25 R. 4. a. 1. and referenced in the Nicolau Award on a monthly basis. The parties will meet and mutually agree on buffers (which agreement will not be unreasonably withheld) with the objective of balancing reserve coverage needs with pilot schedule flexibility.

1. Monthly meetings on 25 R. 4. a. 1. compliance will occur before publication of the final schedule.

2. Buffers will be established based on the historical data identified below:
   - Unplanned absences/sick calls
   - JRM's
   - Operational requirements – i.e. ATC delays, weather, and seasonality
   - Holidays

3. If the above process results in fewer than 25% red days, the buffers shall not be increased.

4. If the above process results in greater than 25% red days, then the buffer on a sufficient number of red days shall be decreased, to a negative value if necessary, until the number of green days reaches the required red/green proportions.

5. Buffers shall be decreased so as not to exceed the number of planned available reserves.

6. In no case may the maximum 25% red days identified in the snapshot be exceeded except when days go from green to red based on pilot behavior (i.e. trip drops and trades). The Company will not re-set the reserve buffers after the snapshot.
7. All historical data used when establishing the reserve buffers will be provided concurrently to the Association. The company will provide real-time, read-only scheduling software access to ALPA officials designated by the Association as responsible for 25 R. 4. a. 1. compliance, specifically to the management side of CrewTrac or any successor platform used by the Company. The ALPA officials shall maintain the confidentiality of said information; however, this does not bar use of said information - subject to confidentiality safeguards - in any future System Board proceedings over the implementation of this agreement.

B. On an on-going basis, the Company will furnish the Association with access to the most current revision of the FLICA or any successor platform scope document to ensure the electronic shift trade software is compliant with the CBA.

1. Any issue the Association identifies with respect to ongoing compliance with the CBA or the Nicolau Award will be brought to the Company's attention and a mutually agreeable solution will be identified within 90 days.

2. The Company shall not initiate any modification or reprogramming of electronic shift trade software or any other relevant software which changes application of the CBA or this MOU without the consent of the Association, which will not be unreasonably withheld.

C. This constitutes a final resolution to the 'Red/Green' matter and the remedy portion stemming from the Nicolau Award to this date. The parties stipulate that the Company has been in compliance with Section 25 R. 4. a. 1 of the Agreement with respect to Red/Green proportions since the Award. However, nothing herein waives or otherwise undermines the Association's right to pursue a remedy, including monetary remedies, for violations of Section 25.R 4 a.1 or this Memorandum which occur after the date of signature of this document.

For the Air Line Pilots Association

01-20-2015

Date

VP, FL Ops

For Spirit Airlines, Inc.

01-07-2015

Date

Appendix: LOAs and MOUs
MEMORANDUM OF UNDERSTANDING
between
SPIRIT AIRLINES, INC.
and
THE AIR LINE PILOTS
in the service of
SPIRIT AIRLINES, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

RAP SHIFT

This Memorandum of Understanding is made under the provisions of the Railway Labor Act, as amended, between Spirit Airlines, Inc. (the "Company"), and the Air Line Pilots Association, International (the "Association").

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots ("Agreement") effective August 1, 2010; and

WHEREAS, the Company and the Association desire to clarify the parties' August 1, 2010 collective bargaining agreement regarding Section 25.K.1.b and notification of a RAP (Reserve Availability Period) shift when a reserve pilot calls in after his assignment (i.e., "post-assignment");

NOW, THEREFORE, it is mutually agreed that:

1. When a reserve pilot checks with scheduling post-assignment and prior to the end of the current RAP, the report time of any future assignment must be within the next scheduled RAP. If the assignment report time is not within the next scheduled RAP, the RAP must be shifted (if otherwise permitted in accordance with the Agreement) in order to accommodate the assignment. If the RAP cannot be shifted in accordance with the Agreement, the pilot may not be given the assignment.

2. When a reserve pilot checks with scheduling post-assignment and post-RAP (for example, checking out from a multi-duty period trip pairing), the RAP may not be shifted and the report time of any future assignment must be within the next scheduled RAP. If the report time of the assignment is not within the next scheduled RAP, the pilot may not be given the assignment.
3. The Company may simultaneously notify a reserve pilot of an assignment and a subsequent RAP shift, provided that the pilot is currently in his RAP and the RAP shift is otherwise permitted in accordance with the Agreement.

Accepted and Agreed on behalf of ALPA and Spirit Airlines, Inc., respectively:

Christian Amonredo 10/10/14
Chairman, SPA Master Executive Council

Jyn Strandman 10-02-2014
Vice President, Flight Operations
LETTER OF AGREEMENT

Between

SPIRIT AIRLINES, INC.

And the Air Line Pilots in the service of

SPIRIT AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INT'L

GRIEVANCE MEDIATION

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Title II of the Railway Labor Act, as amended, by and between SPIRIT AIRLINES, INC. (hereinafter referred to as the "Company"), and the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the "Association" and collectively referred to as the "parties").

NOW, THEREFORE the Parties agree as follows:

A. Mediation

1. The parties may mutually agree to select cases pending before the Spirit Airlines Pilots' System Board of Adjustment to be submitted to mediation pursuant to the procedures set forth herein.

2. Training

   If the parties mutually agree, a training session(s) for the mediation participants will be conducted by the National Mediation Board and will be held on a mutually agreeable date at a location selected by the parties and the National Mediation Board.

3. Selection of a Mediator

   Mediators will be provided by the National Mediation Board pursuant to a process agreed upon by the parties.

4. Expenses

   a. All mediator fees and expenses incurred by the parties, including the cost of any conference facilities or materials, will be shared equally between the parties.

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b. For Association representatives attending mediation, the Company will drop any trip(s) that conflicts with the days of the mediation session, plus the day before and the day after the session. Association representatives will be pay protected for such dropped trip(s). The cost of the trip drops, hotel, and other expenses for the Association representatives to attend mediation will be shared equally between the Company and the Association. When more than four (4) Association representatives attend mediation, the Association will be solely responsible for the cost of the trip drops, hotel and other expenses associated with those additional attendees. In such cases, the Association will designate the four (4) attendees whose costs will be shared equally between the parties.

5. Jurisdiction of Mediator
   a. The jurisdiction of the mediator will not extend to proposed changes in hours of employment, rates of compensation or working conditions.
   b. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process.

6. Scheduling and Location
   a. Prior to the start of each calendar year, in coordination with the National Mediation Board or a private mediator, the parties will mutually agree upon three (3) days per calendar quarter in which to mediate cases.
   b. Cases will be scheduled by mutual agreement for mediation conference in the quarter in which they are submitted or in the ensuing quarter. If the cases cannot be scheduled during the available dates in the current or ensuing quarter, additional dates will be secured by mutual agreement to accommodate the cases.
   c. Mediation proceedings conducted pursuant to this Section will be held in the city where the general offices of the Company are located, or at a mutually agreeable site.

7. Procedures
   a. Attendees will include those individuals needed to present the parties’ position and to reach agreement with authority to bind his respective party. Non-participating observers will not be admitted except by mutual agreement of the parties.
   b. The Company and the Association will each appoint a principal spokesperson, who may be an attorney, for the mediation conference.
   c. The mediation process will be informal. The mediator has authority to meet both jointly and separately with the parties; however, the mediator has no authority to compel resolution of the grievance.
   d. Either party may request the mediator give it an oral advisory opinion.
   e. By agreeing to schedule a mediation conference, the parties are not waiving any procedural argument(s) that they have regarding the case. Both the Company and the Association reserve the right to raise jurisdictional or procedural issues.
notwithstanding their agreement to schedule such mediation conference.

f. All parties and attendees involved in the mediation conference, including the mediator, are barred from disseminating information concerning discussions at the conference; however, neither party is barred from disseminating general information regarding the scheduling of mediation, whether a settlement was reached. Nothing herein prohibits the Association from publishing or otherwise making available to the pilots, any settlement agreement reached between the parties whose terms do not include a confidentiality provision.

8. Evidentiary Rules
   a. The presentation of evidence is not limited to that presented at any previous step of the grievance procedure.
   
   b. The rules of evidence will not apply.
   
   c. No transcript of the mediation conference will be made.
   
   d. During the System Board proceedings, no reference will be made to the substance of settlement discussions held at a mediation conference.
   
   e. During the System Board proceedings there will not be any reference to statements made, documents provided, or actions taken by either the mediator or participants during the course of a mediation conference, unless the person (or the Company) on whose behalf such statements, documents or actions are offered would have had access or entitlement to them outside of the mediation conference.
   
   f. The record of the mediation will be closed and inadmissible in any subsequent proceeding unless a written settlement is reached, in which case the record will be admissible solely to interpret or apply the settlement, if necessary.

B. The provisions of Section 18 shall apply to mediation conferences pursuant to this Letter of Agreement; however, transportation as set forth in Section 18.A.2 of the Agreement shall be limited to no more than four (4) Association representatives attending mediation. Free, positive-space transportation over the lines of the Company on a must-ride basis, will be provided hereunder if requested more than thirty (30) days in advance of the mediation session. If the request for transportation is made within thirty (30) days of the start of mediation, transportation will be on a space-available basis over the lines of the Company.

C. This LETTER OF AGREEMENT will become effective on the date of signing and will run concurrently with the Agreement. After two (2) consecutive quarters in which the parties have elected not to submit any cases to mediation pursuant to this Letter of Agreement, and with sixty (60) days written notice, either party may terminate this Letter of Agreement.

***

3
IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 3rd day of July, 2014.

Spirit Airlines, Inc.

Jyri Strandman
Vice President, Flight Operations

Air Line Pilots Association, International

Captain Christian Amongero
Chairman, Spirit Master Executive Council
Memorandum of Understanding
Electronic Grievance Filing and Processing

April 28, 2014

Jyri Strandman
Vice President, Flight Operations
Spirit Airlines, Inc.
2800 Executive Way
Miramar, FL 33025

This Memorandum of Understanding ("MOU") is to confirm the agreement between ALPA and Spirit Airlines, Inc. ("Company") to modify the parties’ August 1, 2010 collective bargaining agreement ("Agreement") to provide a more efficient method for the filing and processing of grievances by substituting the use of electronic mail ("e-mail") for hard copies such as U.S. mail, FEDEX and/or facsimile.

NOW THEREFORE, it is mutually agreed that:

A. Grievances

1. All grievances will be filed via e-mail with the grievance included as a scanned image, PDF or electronic document or file.

2. Unless otherwise advised in writing, grievances will be sent to the e-mail address of the Vice President, Flight Operations, with Cc to the System Chief Pilot and the Manager, Flight Crew Administration.

3. Should a grievance be filed via e-mail, the Vice President, Flight Operations, or his designee, will confirm receipt by a reply e-mail to the sender with copies to the MEC Grievance Chairman, MEC Office Coordinator, and the Association’s Labor Relations Counsel (SPAGrievance@alpa.org).

4. If the Company creates a dedicated e-mail address exclusively used for the receipt of grievances and appeals, confirmation of receipt may be by an auto-reply e-mail sent to the individuals holding the above positions, provided that the reply is immediate, notes receipt of the grievance, and contains the same subject line of the e-mail containing the grievance.
B. Company Written Decisions

1. The Company decision following the initial grievance or disciplinary hearing may be sent via e-mail with the decision included as a scanned image, PDF or electronic document or file containing the Company’s letterhead, official logo or corporate emblem.

2. Unless otherwise advised in writing, written decisions will be sent to the e-mail address of the MEC Chairman, MEC Grievance Chairman, MEC Office Coordinator, and the Association’s Labor Relations Counsel.

3. The MEC Grievance Committee Chairman, or his designee, will confirm receipt of the Company’s decision by reply e-mail.

4. In the case of grievances filed pursuant to Section 19 (Investigation, Discipline, and Disciplinary Grievances) of the Agreement, the Company will also provide a copy of its decision sent via U.S. or overnight mail to the grievant’s address of record with the Company.

C. Appeals to the System Board of Adjustment

1. An appeal of the Company’s decision may be sent by the Association via e-mail with the appeal included as a scanned image, PDF or electronic document or file.

2. Unless otherwise advised in writing, all appeals will be sent to the e-mail address of the Vice President of Flight Operations, or his designee.

3. The Company will confirm receipt of an electronic appeal by reply e-mail to the sender with copies to the MEC Grievance Chairman, MEC Office Coordinator, and the Association’s Labor Relations Counsel (SPAGrievance@alpa.org).

4. If the Company creates a dedicated e-mail address exclusively used for the receipt of grievances and appeals, confirmation of receipt may be by an auto-reply e-mail sent to the individuals holding the above positions, provided that the reply is immediate, notes receipt of the appeal, and contains the same subject line of the e-mail containing the appeal.
D. Extension of Time Limits

Consistent with Section 26.11 of the Agreement, mutual agreements to extend any of the time limits in Sections 19 or 20, will be confirmed by e-mail.

E. Each party will promptly notify the other of any e-mail address changes, including changes to the individual occupying any of the above-named titles or positions.

F. In the event that a computer, power or other malfunction prevents the filing or receipt of a grievance or appeal or the Company’s decision then facsimile or other means may be used. No party will be prejudiced for the other party’s failure to keep their e-mail accounts, etc. in good working order.

G. With sixty (60) calendar days’ prior written notification, either party may terminate this MOU. Thereafter, the Agreement shall govern the filing and processing of grievances.


Accepted and Agreed on behalf of ALPA and Spirit Airlines, Inc., respectively:

[Signature]
Christian Amongero
Chairman, SPA Master Executive Council

[Signature]
Jyri Strandman
Vice President, Flight Operations

Date 04-28-2014

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MEMORANDUM OF UNDERSTANDING – SPA Grievance 13-216G/217G

MEMORANDUM OF UNDERSTANDING

between

SPRIT

and the

AIRLINE CREWMEMBERS

in the service of

SPRIT

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS MEMORANDUM OF UNDERSTANDING is made and entered into in accordance with the provisions of the Railway Labor Act ("the Act"), as amended, by and between SPIRIT AIRLINES, INC. (hereinafter referred to as "Spirit" or the "Company"), and the pilots in the service of Spirit, as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as "ALPA" or "the Association").

WHEREAS, the Company has set forth pilot safety duties as required by the FAA in relation to refueling with passengers onboard as described in Operating Bulletin (OB) 13-031R (attached as Attachment A), and

WHEREAS, the parties are in dispute as to whether the duties described in OB 13-031R violate various provisions of the collective bargaining agreement, and

WHEREAS, the Association filed grievance 13-216G/217G in protest of the changes, and

WHEREAS, the parties believe the aforementioned pilot duties may be temporary in nature, and

WHEREAS, the parties seek to resolve the issues raised in grievance 13-216G/217G without the need for the arbitration hearing scheduled for October 16-17, 2013.
THEREFORE, IT IS HEREBY AGREED THAT:

A. The parties agree that the clarifications and examples provided in the Read File attached as Attachment B to this Memorandum of Understanding ("MOU") reflects the rights and obligations of pilots within the terms of OB 13-031R.

B. Spirit shall distribute Attachment B as a Read File to all pilots, and the same information via an appropriate communication to all relevant station personnel and vendors.

C. The parties agree that a pilot's judgment regarding the initiation of fueling will not be reviewable or subject to inquiry unless, based on the circumstance, the Company believes it to be made in bad faith with the objective of interfering with operations. This restriction shall apply to all circumstances in which a pilot may be involved in the fueling process and is not limited to the instances described in Section 5.E. of the collective bargaining agreement.

D. The pending grievance 13-216G/217G shall be placed in abeyance. The Association reserves the right to continue to process the grievance should either party withdraw from this MOU in accordance with paragraph E., below. Both parties reserve all rights and arguments regarding whether or not the pilot duties described in OB 13-031R violate the collective bargaining agreement.

E. In the event of any subsequent change to pilot duties in relation to the fueling process, each party shall have the right to withdraw from this MOU with fifteen (15) days written notice to the other party. Prior to the effective date of any such withdrawal the parties shall meet for the purpose of considering amendments to this MOU. This fifteen (15) day period may be extended by mutual agreement in writing.

This Memorandum of Understanding will become effective Oct. 10, 2013, and shall remain in effect until the effective date of any withdrawal from this Memorandum of Understanding made in accordance with Paragraph E.

For Spirit:  

[Signature]

Jyri Strandman  
Vice-President, Flight Operations

For the Association:

[Signature]

Capt. Chris Amongero  
Chair, Spirit Master Executive Council

Page 2 of 2
Appendix: LOAs and MOUs

13-31R Amended Fueling Procedures (Revised)

**Reason:** To align the FOM with recent amendments to the Fueling Manual.

**Affected Manual:** FOM

The contents of FOM 8.4 are modified as follows:

### 8.4.2 Fueling (Engines Off)

121.135(b)(19)

Ref. FAM Ch. 40, FUEL Ch. 2, COM Ch. 3

#### 8.4.2.1 General

The following procedures must be followed anytime an aircraft is to be fueled:

1. A qualified Flight Crewmember (Pilot), or Maintenance Technician, is required to remain on board from the initiation of fueling until the termination of fueling.

2. If the aircraft is to be fueled with passengers on board, F/As must be on board in accordance with 8.4.2.2 Fueling with Passengers on Board (Engines Off).

3. The fueler must make positive notification to the qualified Flight Crewmember of the intent to fuel the aircraft.

4. The qualified Flight Crewmember must notify all F/As that the aircraft is to be fueled.

5. If the qualified Flight Crewmember must leave the aircraft, another qualified Flight Crewmember or a Maintenance Technician must replace him. A face-to-face handoff on board the aircraft must take place.

**Note:** A qualified Flight Crewmember, or Maintenance Technician, must remain on board the aircraft until the termination of fueling regardless of the presence of passengers or F/As.

The following expanded procedures provide additional guidance on accomplishing the steps listed above:

The initiation of fueling has occurred when the fueler makes positive notification to the qualified Flight Crewmember of the intent to fuel the aircraft. This can happen either in person (the fueler and the qualified
Appendix: LOAs and MOUs

Flight Crewmember meet face-to-face) or by the fueler utilizing the COCKPIT CALL pb on the External Power Panel, then the qualified Flight Crewmember must make visual contact with the fueler and give them a “thumbs up.” This “thumbs up” signals to the fueler that the qualified Flight Crewmember understands that fueling will be initiated momentarily.

As soon as the fueler makes positive notification to the qualified Flight Crewmember of the intent to fuel the aircraft, the qualified Flight Crewmember must notify all F/As. The notification to the F/As can happen in a number of ways, as long as all F/As are notified. The preferred method of notification is accomplished by the qualified Flight Crewmember notifying Flight Attendant “A” who in turn notifies the rest of the Cabin Crew.

The termination of fueling has occurred when the fuel truck has disconnected from the airplane, or no later than when the Flight Crew receives the fuel slip from the fueler.

Note: If the required qualified Flight Crewmember has to leave the aircraft, a face-to-face handoff of the fueling monitoring responsibility must be made with another qualified Flight Crewmember (it is acceptable that the handoff be made to the next Flight Crew to operate the aircraft) if passengers are on board. If passengers are not on board, a Maintenance Technician may take over the fueling monitoring responsibility after a face-to-face handoff. It may be necessary for the qualified Flight Crewmember to call the Station or MOC to request the presence of a Maintenance Technician to accomplish the handoff. All handoffs must occur on board the aircraft.

8.4.2.2 Fueling with Passengers on Board (Engines Off)
The following procedures in combination with the procedures stated in the General section must be followed anytime fueling will take place with passengers on board with the engines off.

Fueling operations can be hazardous and, therefore, require the constant attention of all personnel involved. Teamwork and due diligence are essential to accident prevention, particularly during aircraft fueling operations. All crewmembers shall continuously monitor inside and outside conditions during the fueling process.

Fueling during the boarding process or with passengers on board is permitted provided:
• A qualified Flight Crewmember is on board the aircraft.
• The Fasten Seat Belt sign is off.
• Once the qualified Flight Crewmember is aware of fueling in progress, he will notify the Flight Attendants.
• Jetbridge or airstairs are in place with the boarding door open to provide passenger egress, or if the aircraft is parked at a remote location with no airstairs attached:
  • All doors are armed
  • Fire truck is standing by
• Galley carts do not obstruct access to the open cabin door.
• Flight Attendants are on board and are at their primary exit of responsibility. A Flight Attendant other than Flight Attendant "A" or Flight Attendant "C" may step into the cabin area to assist a passenger to ensure the safety and security of the individual or fellow passengers. However, Flight Attendant "A" and Flight Attendant "C" must remain at their primary exit until fueling is completed.
• The minimum required cabin crew for an originating flight or for fueling at a remote location is:
  • A319 - 3
  • A320 - 4
  • A321 - 5
• The minimum required cabin crew for a thru-flight is:
  • A319 - 2
  • A320 - 2
  • A321 - 4
• The no-smoking rule (in or around the aircraft) is strictly enforced.
• Cell phone use is allowed in the cabin as long as the boarding door is open and accessible.
• If only Company employees are on board, an adequate means of exit must be provided.
• The ground fueler will immediately notify a qualified Flight Crewmember of a fuel spill or ground fire.
• Upon notification of a fuel spill at the gate, a qualified Flight Crewmember will notify the Flight Attendants to deplane passengers through the boarding door.
• Upon notification or observation of a ground fire during fueling at the gate, Flight Attendants shall evacuate in accordance with the FAM Ch. 90.
• Upon notification of a fuel spill at a remote location with passengers on board, a qualified Flight Crewmember will determine the safest course of action.

• Upon notification or observation of a ground fire at a remote location with passengers on board, a qualified Flight Crewmember will initiate an evacuation.

• No food or beverage service will be conducted during the fueling process.

• Flight Attendants will ensure galley and waste carts shall not obstruct the aisle or access to emergency exits in the event an evacuation is warranted.

• Flight Attendants will ensure catering and cleaning trucks do not obstruct access to more than one emergency exit in the event an evacuation is warranted.

• HF radio transmissions shall not be made during fueling operations.

The following safety precautions are of particular importance to fire prevention and passenger safety during fueling operations:

• Fuel vapors can be dangerous even in open air. If fuel vapors are detected in the cabin or any other hazard arises, fueling must be stopped immediately and the cabin must be ventilated until the condition is corrected and Flight Attendants are notified as such.

• Notify a qualified Flight Crewmember immediately if passengers or crew experience exhilaration followed by dizziness and nausea as these are symptoms of exposure to fuel vapors; medical attention may be required.

• Report any sign of smoke, fire, sparks, spills or accidents to a qualified Flight Crewmember.

• Flight Attendants observe that a clear area for emergency evacuation of the aircraft is maintained at no less than one additional exit. Ensure an alternate exit aside from the jetbridge or airstairs is available for egress while fueling.

• Ensure passengers are not staged in the jetbridge prior to boarding authorization.
8.4.3 Fueling Procedures with an Engine Running

Fueling with an engine running (number 1 engine only) is not recommended as normal practice. It is permissible under situations that would prevent dispatch of an aircraft (e.g., an inoperative APU and lack of ground equipment); however, fueling with one main engine running shall not be conducted with passengers or Flight Attendants on board the aircraft. All passengers and Flight Attendants must be deplaned prior to fueling.

See the COM for Fueling with One Engine Running procedures.
Attachment B to in support of Spirit Airlines - ALPA MOU on Pilot Duties in Relation to Refueling with Passengers Onboard

WHO:  
Spirit Airlines Pilots

WHAT:  
To clarify the FAA Mandated Fueling Procedures specifically referencing an agreement between Spirit Airlines and ALPA. The following highlights major talking points which have been agreed upon. OB 13-031R, which has been incorporated into the FOM, includes most of these points, but some clarifications that appear in this document are not in the FOM.

WHEN:  
Effectively Immediately, in support of the Spirit Airlines-ALPA MOU

HOW:  
- All present policies and procedures remain in force, unless specifically altered by the Fueling with Passengers Onboard procedure affecting pilots' responsibilities for supervising passenger safety.
- A Qualified Flight Crewmember (Spirit pilot) must be onboard when fueling with passengers onboard, boarding or deplaning. Fueling with passengers onboard can only begin with the pilot's approval via direct contact with the pilot. This can be accomplished either in person, or by the fueler using the call button on the external power panel, stepping back and observing the pilot signal "Thumbs Up" for "OK to fuel". The decision as to if and when to initiate fueling with passengers onboard rests solely with the pilot(s).
- A Maintenance Technician or a Qualified Flight Crewmember (Spirit pilot) must be present when fueling with no passengers onboard.
- During fueling, a hand-off between a Qualified Flight Crewmember (Spirit pilot) and a Maintenance Technician or between two Qualified Flight Crewmembers must be a face-to-face event and it must occur onboard the aircraft.
- If completion of fueling requires modification of a pilot's release time, the pilots will follow the policies described in the FOM.

Example Scenarios:

1. Turn or tail-swap, fueling with passengers onboard:
   - Pilots should coordinate the movement in such a way that if fueling has commenced, at least one pilot should wait until fueling is complete before departing the aircraft to secure nourishment or proceeding to the next aircraft. If fueling has not commenced, the aircraft can not to be fueled until at least one pilot returns or an incoming pilot arrives and, in either case, gives approval to begin fueling. Clear communications with the Station team can solve most issues easily.
   - The oncoming crew can take over the duties of supervising passenger safety during fueling, but at all times the required flight and cabin crew complement must be maintained.

2. Last flight of the duty period:
   - When fueling has not commenced, the pilots are under no obligation to remain with the aircraft after completing regular post-flight duties. A pilot may also decline to initiate fueling and depart the aircraft upon completion of regular post-flight duties.
   - If at least one pilot consents to the initiation of fueling, at least one pilot is required to stay onboard until fueling is complete, or in the case where all passengers have deplaned, a face-to-face handoff to a mechanic or oncoming pilot is accomplished.
3. Fueling with no passengers onboard:
   - A Maintenance Technician or a Qualified Flight Crewmember (Spirit pilot) must be present when fueling.

4. In most cases, when clearing customs, it is operationally expeditious for the inbound crew to depart the aircraft and allow the incoming crew to be available for aircraft fueling.

Pilots are expected to conduct themselves in a professional manner toward station personnel, fueling contractors, and all other Spirit personnel and passengers. As always, pilots are expected to do their best to provide safe and timely service. At the same time, nothing in these passenger safety duties extinguishes any rights under the collective bargaining agreement (e.g., duty limits, nourishment). Should there be a conflict between a pilot and any other Spirit employee or vendor, the pilot should contact the Chief Pilot.
CONFIDENTIAL INFORMATION SHARE MEMORANDUM OF UNDERSTANDING
Between the FAA Air Traffic Organization (ATO)
Air Traffic Safety Action Program (ATSAP)
and the
Spirit Airlines Aviation Safety Action Program (ASAP)

1. AUTHORITY. This Cooperative Agreement (Agreement) is between Spirit Airlines, Inc, ALPA, and the Spirit Airlines FAA Certificate Management Office (whose Aviation Safety Action Program is hereinafter referred to as “ASAP”), with a principal place of business at 2800 Executive Way, Miramar, FL 33025 and the Federal Aviation Administration, with a principal place of business as 800 Independence Avenue SW, Washington, DC 20591 (whose Air Traffic Safety Action Program is hereinafter referred to as “ATSAP” and jointly referred to as the “Parties”) for the sharing of information.

2. PURPOSE. The purpose of this Confidential Information Share Memorandum of Understanding (MOU) is to provide a method and agreement for sharing safety information between ATSAP and ASAP in order to provide a better understanding of, and appropriate resolution for safety events. This Agreement defines the terms and conditions between the Parties whereby ASAP will be provided de-identified ATSAP reports and ATSAP will be provided de-identified ASAP reports. If further de-identification is required by either Party prior to providing the report(s) to the respective ERC/ Event Review Committee (ERC), that redaction will be carried out in accordance with the applicable program’s guidelines.

3. APPLICABILITY. This Agreement between the Parties applies to all information received through, or as a result of, the sharing of reports from the ASAP and/or ATSAP. Information contained in shared ASAP/ATSAP reports transferred between programs shall be considered confidential information and cannot be used by the receiving program to alter the acceptance decision and/or sole source/non-sole source status of a submitter’s report or any enforcement or administrative action other than as expressly provided in the ASAP/ATSAP agreement pursuant to which such report was submitted. Where this MOU is silent, MOUs of the respective programs will apply. Both ATSAP and ASAP voluntarily sign this Agreement and neither is bound by the decisions of the other Party’s program.

4. PROGRAM DURATION. All parties agree that the program shall remain in effect for a term of two years, and will automatically renew for successive two year periods unless one or more of the parties gives notice of termination to the others. A 180 day status report out from the date this Memorandum of Understanding (MOU) is signed will be provided. This Agreement may be terminated at any time for any reason by any Party to the MOU. The

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termination or modification of the program will not adversely affect anyone who acted in reliance on the terms of the Agreement in effect at the time of that action. If this agreement is terminated, all reports will be expunged from the storage and sharing information base.

5. **SHARING PROCEDURES.** The processes defined below will be used to allow the sharing of information between the Parties.

   a. **Software Interface.** A software interface has been developed through the ATSAP/CISP Online system, maintained by the FAA’s primary ATSAP contractor, for sharing reports from both Parties as directed by their respective Event Review Committees. Spirit Airlines, Inc will be required to provide an automated .xml transfer of the (ASAP) shared reports from the Spirit Airline’s database into the ATSAP/CISP Online system. Participation in the CISP program will be available for 180 days after signing the MOU via a fill-in form provided by the ATSAP/CISP application until the .xml transfer is developed. The information sharing process will be self-administered by the representatives selected and authorized to sign-in to the information share site.

   b. **Information Access.** When ATSAP receives reports involving Spirit Airlines aircraft/crew, or ASAP receives a report involving air traffic control issue(s), either ERC may direct their analyst to upload said reports to the Confidential Information Share site, and use in accordance with the provisions in Paragraph 3, Applicability. Once a report is uploaded to the CISP database either ERC may follow-up to request a corresponding (ASAP) or ATSAP report if no report previously exists. The information shared shall be treated as confidential information and shall not be shared outside the program without prior coordination and consent of the two Parties.

   c. **Process.** The combined reports and all relevant information may be analyzed jointly or individually by the ERCs. Report administration and corrective actions will be at the sole discretion of the respective ERC/ERT.

   d. The Parties may share any and all supporting documentation, playbacks, charts, LOAs, etc. between the ASAP ERC and ATSAP Event Review Committee and when appropriate, coordinate corrective action relevant to the event.

6. **POINTS OF CONTACT.** The Parties’ points of contact will be comprised of a representative(s) from, or approved by, ATSAP and a representative(s) from, or approved by, ASAP.

7. **ATSAP ERC and ASAP ERC.** The ERC will review and analyze reports shared through this Agreement to identify actual or potential safety problems and may propose
potential solutions for those problems. The ATSAP ERC may provide feedback to the ATSAP report submitter regarding information provided by the ASAP, only with prior coordination between the Parties. Spirit Airlines ASAP ERC may provide feedback to the Spirit Airline’s submitter regarding information provided by ATSAP in accordance with the ASAP MOU.

8. INFORMATION RETENTION. Shared information must be expunged from the Confidential Information Share site at the request of any ERC member. If no action is taken by either Party to expunge the information, all information will be automatically expunged from the Confidential Information Share site after two years.

9. REVISION CONTROL. Revisions to this MOU may be proposed by any Party, but will be conducted and agreed upon by all the Parties before changes can be affected.

10. RECORD KEEPING. All documents and records regarding this program will be kept by the Parties’ Program Managers under the guidelines contained herein and in accordance with applicable law.

11. SIGNATORIES. All Parties to this MOU are entering into this agreement voluntarily.

For Federal Aviation Administration:

[Signatures]

Joseph Teixeira
Vice President, Safety and Technical Training
Air Traffic Organization

Anthony Ferrante
Director, Air Traffic Safety Oversight Service

Robert E. Talmadge
Manager
South Florida CMO, SO 29

9-12-12
Date

9-12-12
Date

24 Aug 12
Date

Feb 2012
Revision 2
For National Air Traffic Controllers Association:

Steve Hansen  
Chairman, National Safety Committee:  

[Signature]  
9/11/12  
Date

For Spirit Airlines:

Michael Anderson  
Sr. Dir of Safety, Spirit Airlines, Inc  

[Signature]  
8-9-12  
Date

For ALPA:

Capt. Christian Amongero  
ALPA MEC Chairman  

[Signature]  
07-09-2012  
Date
LETTER OF AGREEMENT
Between
THE AIRLINE PILOTS
In the service of
SPIRIT AIRLINES, INC.
As represented by
THE AIRLINE PILOTS ASSOCIATION, INTERNATIONAL

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., (hereinafter referred to as "the Company" or "Spirit") and the AIRLINE PILOTS in the service of SPIRIT AIRLINES, Inc. as represented by the AIRLINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as "The Association" or "ALPA").

WITNESSETH:

WHEREAS, it is the intent of the parties to implement a Flight Operations Quality Assurance Program (FOQA) to analyze data for the sole purpose of enhancing safety, and

Now, therefore, it is mutually agreed as follows:

A. DEFINITIONS:

1. Aggregate Data. The summary statistical indices that are associated with FOQA event categories, based on an analysis of FOQA data from multiple aircraft operations.

2. Aggregation. The process that groups and mathematically combines individual data elements based on some criterion (e.g., time, geographical location, event level, aircraft type). Each aggregation is based on factors of interest to the analyst at a particular point in time.

3. Cockpit Voice Recorder. Any device, equipment or system which monitors or records a pilot's voice while he or she is on an aircraft.
4. Data Management Unit (DMU). A unit that performs the same data conversion functions as a Flight Data Acquisition Unit (FD AU), with the added capability to process data onboard the aircraft. Additionally, this unit has a powerful data processor designed to perform in-flight airframe/engine and flight performance monitoring and analysis. Some DMUs have ground data link and ground collision avoidance systems incorporated into the unit.

5. Data Validation. A process during which flight data are reviewed to see that they were not generated as a result of erroneous recording or damaged sensors.

6. De-Identified Data. Data from which any identifying elements have been removed that could be used to associate them with a particular flight, date, or flight crew.

7. Event. An occurrence or condition in which predetermined values of aircraft parameters are measured. Events represent the conditions to be tracked and monitored during various phases of flight and are based on the sensory data parameters available on a specific aircraft fleet.

8. Event Category. Event categories are areas of operational interests (e.g., aircraft type, phase of flight, geographical location) on which FOQA event monitoring and trend analysis is based.

9. Event Levels. The parameter limits that classify the degree of deviation from the established norm into two or more event severity categories. When assigning levels to an event, consideration is given to compliance with federal regulations, aircraft limitations, and company policies and procedures.

10. Event Set. A collection of events designed to measure all aspects of normal flight operations for a particular aircraft type at a particular air carrier. Individual events within the event set would be customized to the approved limitations for the aircraft type and in accordance with the air carrier’s operational procedures. The event set for a particular fleet may be limited by the available parameters on the aircraft.

11. Event Validation. The process in which an event is determined to be a valid sample of operation outside the established norm. Even though aircraft parameter limits may have been exceeded, a valid event may not have occurred (e.g., significant localizer deviation may have occurred when an aircraft was making a sidestep approach to a parallel runway).
12. **Flight Data Acquisition Unit (FDUA).** A device that acquires aircraft data via a digital data bus and analog inputs and that formats the information for output to the flight data recorder in accordance with requirements of regulatory agencies. In addition to the mandatory functions, many FDUs have a second processor and memory module that enables them to perform additional Aircraft Condition Monitoring System (ACMS) functions/reports. The FDUA can provide data and pre-defined reports to the cockpit printer, directly to Aircraft Communications Addressing and Reporting System (ACARS) for transmission to the ground, or to a Quick Access Recorder (QAR) for recording/storage of raw flight data. The FDUA can also display data for the flight crew.

13. **Flight Data Recorder (FDR).** A required device that records pertinent parameters and technical information about a flight. At a minimum, it records those parameters required by the governing regulatory agency, but may record a much higher number of parameters. An FDR is designed to withstand the forces of a crash so that information recorded by it may be used to reconstruct the circumstances leading up to the accident.

14. **Flight Operational Quality Assurance (FOQA).** A voluntary program for the routine collection and analysis of flight operational data to provide more information about, and greater insight into, the total flight operations environment. A FOQA program combines these data with other sources and operational experience to develop objective information to enhance safety, training effectiveness, operational procedures, maintenance and engineering procedures, and air traffic control (ATC) procedures and is not designed for nor shall it be used to discipline crew members.

15. **FOQA Monitoring Team (FMT).** A group comprised of representatives from the pilot group, if applicable, and the air carrier. This group is responsible for reviewing and analyzing flight and event data and identifying, recommending, and monitoring corrective actions. The FMT will consist of a committee of one primary, and one alternate management pilot appointed by the Company, and one primary, and one alternate ALPA representative selected by the MEC.

16. **FOQA Plan.** An internal air carrier planning document that contains detailed information on FOQA implementation and operation and serves as the basis for the I&O Plan.

17. **FOQA Steering Committee.** An oversight committee formed at the beginning of FOQA program planning to provide policy guidance and vision for the FOQA effort. Membership may include a senior management person and representatives from key stakeholder departments, such as flight operations, maintenance, training, and safety. A safety representative from the Air Line Pilots Association is also included on this committee.
18. Gatekeeper. The ALPA FMT member who is primarily responsible for the security of identified data. The gatekeeper is the individual(s) who can link FOQA data to an individual flight or crewmember. The gatekeeper must be a MEC approved member of ALPA. At Spirit this ALPA member will have sole access to and be able to retrieve from the computer the names of the crew. There will be two Gatekeepers, a primary and an alternate.

19. **Ground Data Replay and Analysis System (GDRAS).** A software application designed to:
   
   a. Transform airborne-recorded data into a usable form for analysis
   b. Process and scan selected flight data parameters
   c. Compare recorded or calculated values to predetermined norms using event algorithms
   d. Generate reports for review

20. Identifying Data. Any data or combination of data which allows recorded or collected flight data to be associated with a specific crew member.

21. Identified Data. Any recorded or collected flight data prior to removal of all identifying data.

22. Implementation and Operations Plan (I&O Plan). A detailed specification of key aspects of a FOQA program to be implemented by an air carrier, including:
   
   a. A description of the operator's plan for collecting and analyzing the data
   b. Procedures for taking corrective action that analysis of the data indicates is necessary in the interest of safety

23. Information. Any data transmitted, recorded or collected by use of a flight data recorder, cockpit voice recorder or any other recording device. The term "information" shall further include tapes, transcripts, reports, papers, memos, statements, studies, charts, graphs or any other description, analysis or compilation of data collected by any such equipment.

24. Logical Frame Layout (LFL). A data map that describes the format in which parameter data are transcribed to a recording device. This document details where each bit of data is stored.

25. Operational Exceedance Event. An event, as determined by recorded data, indicating that an aircraft was in a situation outside of the normal agreed upon and MEC approved flight operations envelope tolerances.

26. Operational Routine Event. An event in routine operation of statistical interest such as time into operation when flaps are retracted.
27. Parameters. Measurable variables that supply information about the status of an aircraft system or subsystem, position, or operating environment. Parameters are collected by a data acquisition unit installed on the aircraft and then sent to analysis and reporting systems.

28. Phase of Flight. The standard high-level set of activities performed by pilots on all operational flights (i.e., preflight, engine start, pushback, taxi, takeoff, climb, cruise, descent, holding, approach, landing, taxi, and postflight operations).

29. Quick Access Recorder (QAR). A recording unit onboard the aircraft that stores flight-recorded data. These units are designed to provide quick and easy access to a removable medium on which flight information is recorded. QARs may also store data in solid-state memory that is accessed through a download reader. QARs have now been developed to record an expanded data frame, sometimes supporting over 2,000 parameters at much higher sample rates than the FDR. The expanded data frame greatly increases the resolution and accuracy of the ground analysis programs.

30. Routine Operational Measurement (ROM). A "snapshot" looks at a selected parameter value at predefined points in time or space during every flight being analyzed by the GDRAS. ROMs provide standard statistics (e.g., minimum, maximum, average) for the specified parameter for a particular period of time or condition. Since ROMs are collected on every flight, they provide valuable trending insight into normal operations. Routine operational measurements are also useful in establishing a baseline for normal aircraft operation across a fleet.

31. Sample Rate. The number of times per second that a specific parameter value is recorded by the onboard recording system. Normally, most parameters are sampled once per second. Increasing or decreasing the sample rate will directly increase or decrease the amount of data recorded by the onboard system. The ability to change a parameter sample rate is a function of the measurement source and the onboard recording system capabilities. Varying the parameter sample rate can be useful in enhancing time critical analysis capabilities.

32. Stakeholder. Constituencies that are potential users of FOQA data and that have a stake in the program’s success.

33. Wireless Data Link (WDL). A system that allows the high-speed transfer of onboard aircraft data to ground facilities using various wireless technologies. It may also allow for upload of data to the aircraft. Sometimes referred to as Ground Data Link (GDL).
B. FOQA PROGRAM:

1. The design, implementation, and operation of a FOQA program shall be by mutual agreement between the Company and the Air Line Pilots Association using an Implementation and Operations (I&O) Plan following the recommendations in AC 120-82. Any variation from the agreed-upon FOQA program shall require the mutual agreement of the parties prior to implementation. The parties shall mutually agree in writing to an implementation date for the FOQA program.

2. The FOQA Monitoring Team shall oversee the FOQA program and establish necessary policies and procedures to ensure compliance with the provisions of this agreement.

3. The design of the FOQA program shall ensure the initial confidentiality and ultimate anonymity of individual crew members.

4. Any unauthorized data access violations by the Company or its employees or agents or disclosure of crew member identity shall be cause for the Association to withdraw its participation in the FOQA program. It shall further cause the nullification of this agreement and the immediate termination of the FOQA program and destruction of all data.

5. At a minimum, any FOQA program at Spirit will record and examine the exceedances listed in Appendix II of the FAA FOQA Advisory Circular 120.82 dated April 12, 2004.

6. The establishment of the limits which define an exceedance of any level will be mutually agreed upon by both the Company and ALPA. Such exceedance limits shall be subject to review and require approval of the ALPA MEC.

7. In order to properly support the recording and examining of those exceedances listed in (5) above, any FOQA program at Spirit will at a minimum monitor all those parameters listed in Appendix II of the FAA FOQA Advisory Circular 120.82 dated April 12, 2004.

C. SCOPE

1. Sufficient de-identified data shall be maintained to fulfill the requirements of the agreed-upon FOQA program. All de-identified data, and analyses of such data, shall be made available upon request to the parties including the ALPA MEC.
2. There shall be continual evaluation of exceedance values by the parties and all changes, deletions, or additions will be approved by the ALPA MEC.

3. Any special studies or evaluations require mutual agreement by Company, Association members of the FOQA Monitoring Team, and the ALPA MEC.

4. FOQA Program Information (Identified or de-identified) shall not be released to any third party except appropriate governmental agencies may be given access to de-identified data on Company property with approval of the FOQA Monitoring Team and ALPA MEC Chairman. (Note: Any release of information or denial of a request for access to de-identified data will be promptly reported to the MEC.)

D. DATA RETENTION:

1. Identifying data shall be removed from identified data as soon as possible, but no later than seven (7) days from the date of acquisition of the data by the Company.

2. Any employee/agent who has inadvertent or direct authorized contact with identified data used in a FOQA program shall be prohibited from divulging any identifying data to any individual other than the Gatekeeper. In the event any employee/agent divulges any identifying data to any individual other than the Gatekeeper such employee/agent shall immediately be removed from any participation in the FOQA program and the terms of Paragraph (B), 4 above will be invoked.

E. DATA USE:

1. The sole contact with any flight crew member associated with a specific exceedance event shall be through the Gatekeeper.

2. Only the Gatekeeper shall be able to identify the individual crew members associated with any specific data.

3. Any notes, memoranda or other documents used by the Gatekeeper in any contact with any flight crew member concerning a specific FOQA event shall be considered "identified data" for purposes of this agreement and shall be "de-identified" in accordance with paragraph D(1) above.

4. At a minimum, the FOQA program may be used for evaluating the following areas:

1.36-7
Aircraft performance
Aircraft systems performance
Operational Safety
Crew performance
Company procedures
Training programs
Training effectiveness
Aircraft design
ATC system operation
Airport operational issues
Meteorological issues

Any additional areas of evaluation which the parties may desire to include in the FOQA program must be mutually agreed upon by the Company and the ALPA MEC prior to implementation.

F. The pilot representatives involved in the FOQA program shall be displaced with applicable Company paid flight pay loss from all or a portion of their scheduled trip(s) while functioning in this capacity. Time commitment to the program will include a FOQA monitoring team member in attendance at a monthly FOQA review meeting, and special meetings as mutually agreed upon by both the Company and the ALPA representative. All flight pay loss must be approved in advance by the Company. If the attendance at meetings falls on a day off; the ALPA representative will be paid the minimum daily guarantee but in no case less than 4 hours flight pay loss.

G. This Letter of Agreement shall become effective as of the date of signing and shall continue in effect unless nullified by a violation of Paragraph (B). 4 above.

IN WITNESS WHEREOF, the parties have signed this Agreement this 27th day of September, 2007.

WITNESS:

[Signature]

FOR SPIRIT AIRLINES, INC.

[Signature]

Mike Anderson – Director of Safety

Spirit Airlines

WITNESS:

[Signature]

FOR THE AIR LINE PILOTS IN THE SERVICE OF SPIRIT AIRLINES, INC.

[Signature]

Matthew Nowell – SPA ALPA MEC/Chairman.

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