AGREEMENT

between

SPIRIT

and

THE AIRLINE CREWMEMBERS IN THE SERVICE OF SPIRIT

as represented by the

AIR LINE PILOTS ASSOCIATION, INT’L

Duration: August 1, 2010, to July 31, 2015
Table of Contents

Section 1: Recognition and Job Security .......................................................... 1-1
  A. Recognition ............................................................................................... 1-1
  B. Scope ......................................................................................................... 1-1
  C. Succesorship ............................................................................................. 1-2
  D. Merger Protection ..................................................................................... 1-2
  E. Retained Management Rights .................................................................. 1-2
  F. Remedies ................................................................................................... 1-3

Section 2: Definitions .......................................................................................... 2-1

Section 3: Compensation .................................................................................... 3-1
  A. Hourly Rates ............................................................................................. 3-1
  B. Longevity for Pay Purposes ...................................................................... 3-2
  C. Pay Overrides ............................................................................................ 3-2
  D. Training Pay .............................................................................................. 3-3
  E. Computing Hours ...................................................................................... 3-4
  F. Flying Out of Status .................................................................................. 3-4
  G. Taxi or Maintenance Engine Run Pay ...................................................... 3-4
  H. “Test” Flights ............................................................................................ 3-4
  I. Overlapping Trips ...................................................................................... 3-4
  J. Holiday Pay ................................................................................................ 3-4
  K. Pilot/Management Committee Participation ............................................ 3-5
  L. Payroll ....................................................................................................... 3-5
  M. Profit-Sharing/Bonus Plan ....................................................................... 3-6
  N. Signing Bonus .......................................................................................... 3-6

Section 4: Minimum Guarantees ....................................................................... 4-1
  A. Minimum Guarantee ................................................................................. 4-1
  B. Trip Trades ................................................................................................ 4-1
  C. Reserve Lineholders ................................................................................ 4-1
  D. Regular and Relief Lineholders ................................................................. 4-1
  E. Month-to-Month Hourly Credits ............................................................... 4-2
  F. Retirement Month Guarantee .................................................................... 4-2

Section 5: Expenses ............................................................................................. 5-1
  A. Lodging ..................................................................................................... 5-1
  B. Per Diem Allowances ............................................................................... 5-4
  C. Transportation ........................................................................................... 5-5
  D. Lodging for New Hires ......................................................................... 5-6
  E. Crew Meals ................................................................................................ 5-6
  F. Uniforms .................................................................................................... 5-7
  G. Parking ...................................................................................................... 5-8
  H. Crew Rooms ............................................................................................. 5-8
  I. Crew Rest Facilities ................................................................................... 5-9
  J. Hotel Buyback .......................................................................................... 5-9
  K. Other Expenses ....................................................................................... 5-11
  L. DTW Parking ............................................................................................ 5-11
Section 6: Moving Expenses ...............................................................................6-1
   A. Terms ........................................................................................................6-1
   B. Eligibility ..................................................................................................6-2
   C. Time Limit ................................................................................................6-3
   Moving Expense Election Form ....................................................................6-4

Section 7: Vacations ............................................................................................7-1
   A. Vacation Accrual.......................................................................................7-1
   B. Annual Vacation Bidding ..........................................................................7-3
   C. Monthly Vacation Bid ...............................................................................7-5
   D. Daily Floating Vacation/Mandatory Float Vacation ....................................7-6
   E. Vacation Postponements ...........................................................................7-8
   F. Vacation Pay ..............................................................................................7-9
   G. General ...................................................................................................7-10

Section 8: Deadheading ......................................................................................8-1
   A. Pay ............................................................................................................8-1
   B. Seating on Deadhead (Flying or Training) ...............................................8-2
   C. Surface Deadheading ................................................................................8-3
   D. Deadhead Time Not Considered as Flight Time.......................................8-3

Section 9: Training Pilots ...................................................................................9-1
   A. General .....................................................................................................9-1
   B. Definitions ................................................................................................9-1
   C. Selection ...................................................................................................9-1
   D. Compensation ...........................................................................................9-2
   E. Guarantees.................................................................................................9-3
   F. Hours of Service ........................................................................................9-3
   G. Monthly Bidding and Scheduling Procedures ..........................................9-4
   H. Open Training Events ...............................................................................9-6
   I. Rotational Requirement ............................................................................9-6
   J. Rescheduling ............................................................................................9-7
   K. Vacation ....................................................................................................9-7
   L. Seniority ...................................................................................................9-7
   M. Returning to Line Flying..........................................................................9-7
   N. Miscellaneous ...........................................................................................9-7
   O. Temporary Training Instructor Relief .......................................................9-8

Section 10: Transfer to Non-Flying or Supervisory Duty ....................................10-1
   A. Retention of Seniority and Longevity ....................................................10-1
   B. Maintenance of Aircraft Currency ..........................................................10-1
   C. Accrued Seniority .....................................................................................10-1
   D. Returning to Line Flying ..........................................................................10-1
   E. Filling Management Pilot Position .........................................................10-1
   F. Pilots Assigned to Training, Special Projects, or Management Positions .........................................................................................10-1
Section 11: Training .......................................................................................... 11-1
  A. Training Curriculum ................................................................. 11-1
  B. Assignment to Training ......................................................... 11-1
  C. Initial New Hire Training ..................................................... 11-2
  D. Ground Training ................................................................. 11-2
  E. Flight Training ................................................................. 11-2
  F. General ................................................................. 11-3
  G. Review of Pilot Trainees ................................................... 11-6
  H. Requalification, Upgrade, or Transition Opportunities ........ 11-6
  I. Failure to Complete a Recurrent Checkride or Recurrent/Random
    Line Check (Nonprobationary Pilot) ................................... 11-7
  J. Training and Instructor Critique and Review Program .......... 11-8

Section 12: Hours of Service ............................................................................ 12-1
  A. Rest Periods ................................................................. 12-1
  B. Pilot Scheduling ................................................................. 12-1
  C. On-Duty Limitations .......................................................... 12-1
  D. Scheduled Weekly, Monthly, and Yearly Limitations .......... 12-2
  E. Days Off ................................................................. 12-3
  F. Scheduled Overnight Rest Away from Domicile ............... 12-3
  G. Scheduling of Less than Required Rest ......................... 12-4
  H. Notification ................................................................. 12-4
  I. Month-to-Month Hourly Credits ..................................... 12-5
  J. Duty or Assignment Falling Within Any Required Rest Period 12-5
  K. Time Spent in Transportation ....................................... 12-5
  L. Rest for Duty ................................................................. 12-5
  M. Review of Block-to-Block Time .................................... 12-5

Section 13: Leaves of Absence .......................................................................... 13-1
  A. Personal Leaves of Absence ............................................. 13-1
  B. Voluntary Time Off .......................................................... 13-1
  C. Medical Leaves of Absence ........................................... 13-2
  D. Military Leave ................................................................. 13-3
  E. Leave of Absence for Jury Duty ..................................... 13-3
  F. Bereavement Leave .......................................................... 13-4
  G. Association Leave ............................................................ 13-4
  H. Federal Flight Deck Officer (FFDO) Leave ....................... 13-6
  I. General ................................................................. 13-6

Section 14: Sick Leave ...................................................................................... 14-1
  A. Accrual of Sick Leave ..................................................... 14-1
  B. Use of Accrued Sick Leave Credit .................................. 14-2
  C. Return to Duty Following Sick Leave .............................. 14-3
  D. Sick Leave Makeup .......................................................... 14-3
  E. Sick Leave Payouts ............................................................ 14-4
  F. General ................................................................. 14-5
Section 15: Medical Standards, Examinations, and Testing .........................15-1
  A. Responsibility to Meet Standards ...........................................................15-1
  B. Company Requirement to Submit to Examination .................................15-1
  C. Failure to Pass Physical Examination .....................................................15-1
  D. Captains Unable to Maintain First-Class Medical Certificate ...............15-2
  E. Drug/Alcohol Testing ..............................................................................15-2
Section 16: Workers’ Compensation Benefits ................................................16-1
  A. Occupational Illness or Injury .................................................................16-1
  B. Ineligibility for Workers’ Compensation Benefits ..................................16-1
  C. Absence from Work Due to Occupational Injury ...................................16-1
  D. Sick Leave Accrual While on Workers’ Compensation .........................16-1
  E. Retention of Section 13 Benefits .............................................................16-1
Section 17: Missing, Internment, Prisoner or Hostage of War, or Hijacking Benefits .............................................................................................17-1
  A. Minimum Monthly Compensation .........................................................17-1
  B. Disbursement of Compensation ..............................................................17-1
  C. Payments Due Not Covered by Written Direction ................................17-1
  D. Accrual of Seniority and Longevity .......................................................17-1
Section 18: Witnesses and Representatives.....................................................18-1
  A. Fact-Finding Meeting or Hearing ...........................................................18-1
  B. Witnesses, Grievants, and Representatives .............................................18-2
  C. Testimony Via Telephone Conference ....................................................18-2
Section 19: Investigation, Discipline, and Disciplinary Grievances .............19-1
  A. Investigations ..........................................................................................19-1
  B. Routine Inquiries by the Chief Pilot .......................................................19-2
  C. Counseling ..............................................................................................19-2
  D. Grievances Pertaining to Discipline .......................................................19-3
  E. Probationary Pilots ..................................................................................19-3
  F. Exoneration of Pilot .................................................................................19-3
Section 20: Grievances Other than Discipline or Discharge .........................20-1
  A. Entitlement to Grievance ........................................................................20-1
  B. Effort to Resolve Complaint ...................................................................20-1
  C. Time Limit for Filing a Grievance .........................................................20-1
  D. Handling of Grievances .........................................................................20-2
  E. Time Limit Extension .............................................................................20-2
Section 21: System Board of Adjustment ........................................................21-1
  A. Establishment of System Board of Adjustment ......................................21-1
  B. Composition of the Board ......................................................................21-1
  C. Jurisdiction .............................................................................................21-1
  D. Submission .............................................................................................21-2
  E. Selection of Neutral Chairman ..............................................................21-2
  F. Hearings ..................................................................................................21-3
  G. Board Decisions ......................................................................................21-4
  H. Record of Proceedings ..........................................................................21-4
  I. Expenses ................................................................................................21-4
Section 22: Seniority ........................................................................................................22-1
   A. Seniority Governance .....................................................................................22-1
   B. Establishment of a Seniority Date .................................................................22-1
   C. Pilots’ Seniority List ......................................................................................22-1
   D. Protest ............................................................................................................22-2
   E. Loss of Seniority ............................................................................................22-2
   F. Period of Probation .......................................................................................22-2
Section 23: Reduction in Force, Furlough, and Recall ..............................................23-1
   A. Furlough and Furlough Notification ...............................................................23-1
   B. Rights and Obligations of the Furloughed Pilot ............................................23-1
   C. Recall from Furlough .....................................................................................23-2
   D. Deferral of Recall ..........................................................................................23-3
   E. Return to Duty Following a Recall ................................................................23-3
   F. General ...........................................................................................................23-4
Section 24: Filling of Positions ....................................................................................24-1
   A. Pilot Staffing ...................................................................................................24-1
   B. Positions .........................................................................................................24-1
   C. System-Wide Preference Listing ...................................................................24-2
   D. Position Roster ...............................................................................................24-3
   E. Position Vacancy Bulletins ...........................................................................24-3
   F. Position Reduction Bulletins ..........................................................................24-4
   G. Awarding Positions .......................................................................................24-5
   H. Temporary Positions ......................................................................................24-9
   I. New Domiciles and Settlement Time for New Permanent Positions ...........24-10
   J. Co-Domiciles ..................................................................................................24-10
   K. Commencement of Training, Pay, and Duties in New Position .................24-11
   L. General ..........................................................................................................24-13
Section 25: Scheduling ..............................................................................................25-1
   A. Association Scheduling Committee ...............................................................25-1
   B. Monthly Bid Package Preparation .................................................................25-2
   C. Bidding and Award Schedule .......................................................................25-5
   D. Monthly Bid Sequence and Timing ...............................................................25-6
   E. Final Schedule ...............................................................................................25-6
   F. Initial Open Time Publication .......................................................................25-10
   G. Daily Open Time ...........................................................................................25-11
   H. Trip Trades (Open Time or Mutual) ...............................................................25-15
   I. Rescheduling ..................................................................................................25-15
   J. Junior Assignment ...........................................................................................25-18
   K. Reserve Duty ................................................................................................25-20
   L. Multiple Bid Trips ...........................................................................................25-26
   M. Displacements ................................................................................................25-26
   N. Management Flying .......................................................................................25-27
   O. Commuter Policy ...........................................................................................25-28
   P. Crew Scheduling Taping ................................................................................25-28
<table>
<thead>
<tr>
<th>Section 26: General</th>
<th>26-1</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Rights and Privileges under the Railway Labor Act</td>
<td>26-1</td>
</tr>
<tr>
<td>B. Amendment to Agreement</td>
<td>26-1</td>
</tr>
<tr>
<td>C. Validity of Agreement</td>
<td>26-1</td>
</tr>
<tr>
<td>D. Orders to Pilots Involving Changes</td>
<td>26-1</td>
</tr>
<tr>
<td>E. Use of or Damage to Company Equipment</td>
<td>26-1</td>
</tr>
<tr>
<td>F. Provision of Copy of This Agreement to Pilots</td>
<td>26-1</td>
</tr>
<tr>
<td>G. Notification of Requirement of Immunizations and Visas</td>
<td>26-1</td>
</tr>
<tr>
<td>H. Designation of Employee with Regard to Gender</td>
<td>26-2</td>
</tr>
<tr>
<td>I. Bulletin Boards</td>
<td>26-2</td>
</tr>
<tr>
<td>J. Agreement to Apply Equally to All Employees</td>
<td>26-2</td>
</tr>
<tr>
<td>K. Monitoring Devices</td>
<td>26-2</td>
</tr>
<tr>
<td>L. Pilot Reading File (PRF) Bulletins</td>
<td>26-3</td>
</tr>
<tr>
<td>M. Pilot Personnel and Training Files</td>
<td>26-3</td>
</tr>
<tr>
<td>N. Pilot Loss of Medical Certificate</td>
<td>26-3</td>
</tr>
<tr>
<td>O. Association Committees</td>
<td>26-3</td>
</tr>
<tr>
<td>P. HIMS Program</td>
<td>26-5</td>
</tr>
<tr>
<td>Q. Professional Standards</td>
<td>26-6</td>
</tr>
<tr>
<td>R. Tuition Assistance</td>
<td>26-7</td>
</tr>
<tr>
<td>S. Pilot Protection/Defense Devices</td>
<td>26-7</td>
</tr>
<tr>
<td>T. Airport Security ID Badges</td>
<td>26-8</td>
</tr>
<tr>
<td>U. Background Checks</td>
<td>26-8</td>
</tr>
<tr>
<td>V. Association Posting of Orientation Meetings in New Hire Areas</td>
<td>26-8</td>
</tr>
<tr>
<td>W. Pilot Performance of Duties</td>
<td>26-8</td>
</tr>
<tr>
<td>X. New Aircraft</td>
<td>26-8</td>
</tr>
<tr>
<td>Y. Legal Protection of Pilots</td>
<td>26-9</td>
</tr>
<tr>
<td>Z. Company Provision of Documents</td>
<td>26-9</td>
</tr>
<tr>
<td>AA. Use of Operations (PRF) Bulletins in Processing Disciplinary Action</td>
<td>26-10</td>
</tr>
<tr>
<td>BB. Information Provided to MEC Chairman</td>
<td>26-10</td>
</tr>
<tr>
<td>CC. ALPA Bank</td>
<td>26-11</td>
</tr>
<tr>
<td>DD. Crew Room Facilities</td>
<td>26-11</td>
</tr>
<tr>
<td>EE. Maintenance of Qualifications</td>
<td>26-11</td>
</tr>
<tr>
<td>FF. Pass Privileges for Pilots and Immediate Family</td>
<td>26-11</td>
</tr>
<tr>
<td>GG. Transportation Over Company Routes</td>
<td>26-11</td>
</tr>
<tr>
<td>HH. Captain Authority Over Cockpit Jumpseat</td>
<td>26-11</td>
</tr>
<tr>
<td>II. Company Solicitation or Acceptance of Offers from Pilots</td>
<td>26-12</td>
</tr>
<tr>
<td>JJ. Cockpit Access Security System</td>
<td>26-12</td>
</tr>
<tr>
<td>KK. ASAP Non-Disciplinary Policy</td>
<td>26-13</td>
</tr>
<tr>
<td>LL. Extension of Section 20 Time Limits</td>
<td>26-13</td>
</tr>
<tr>
<td>MM. Pilot Responsibility for Subscription or Access Costs</td>
<td>26-13</td>
</tr>
<tr>
<td>NN. Crewmember Payroll Guide</td>
<td>26-13</td>
</tr>
<tr>
<td>OO. Contract Compliance MOU, ASAP, and FOQA LOA</td>
<td>26-13</td>
</tr>
</tbody>
</table>
Section 27: Insurance Benefits ........................................................................................................27-1
  A. Terms of Insurance Benefits .................................................................................................27-1
  B. Monthly Medical/Dental Insurance Contribution Rates ....................................................27-1
  C. Insurance Benefits for Furloughed Pilots ........................................................................27-1
  D. Life Insurance ....................................................................................................................27-1
  E. Life Insurance Exclusions ....................................................................................................27-2
  F. The Insurance Review Committee .....................................................................................27-2
  G. Flexible Spending Account ..................................................................................................27-2
  H. Availability of Insurance Improvements ............................................................................27-2
  I. Voluntary Gap Insurance Plan ............................................................................................27-2
  J. POS-Plan A and POS-Plan B Amendments .......................................................................27-2
  K. Health Fund Diamond, Select (EPO), and Puerto Rico Traditional Choice Plans ..........27-3
  L. Buy-Up Option to Long-Term Disability (LTD) Coverage ............................................27-3

Section 28: Retirement ..................................................................................................................28-1
  A. Retirement Savings Plan .......................................................................................................28-1
  B. Eligibility for 401(k) Plan .....................................................................................................28-1
  C. Company Matching Contributions .......................................................................................28-1
  D. Yearly True-Up Matching Contribution ............................................................................28-1
  E. Date of Company-Matching Contributions .........................................................................28-1
  F. Retirement Committee of the Pilots’ 401(k) Plan ...............................................................28-2
  G. Brokerage Option ..............................................................................................................28-2
  H. Stock Participation Plan ......................................................................................................28-2
  I. Availability of Retirement Benefit Improvements or Additions ........................................28-2
  J. Roth Elective Deferrals ........................................................................................................28-2

Section 29: Agency Shop and Dues Checkoff ............................................................................29-1
  A. Requirements ......................................................................................................................29-1
  B. Exceptions ..........................................................................................................................29-1
  C. Notice of Delinquent Payments ..........................................................................................29-1
  D. Notice of Pending Discharge from the Company ..............................................................29-2
  E. Protests and Appeals Following Notice of Pending Discharge .........................................29-2
  F. Appeal Period .....................................................................................................................29-3
  G. Discharge ............................................................................................................................29-3
  H. Calculation of Payments ....................................................................................................29-4
  I. Dues Assignment and Authorization .................................................................................29-4
  Dues Checkoff Form ...............................................................................................................29-6

Section 30: PAC Checkoff ............................................................................................................30-1

Section 31: Duration ......................................................................................................................31-1
This page intentionally left blank
Section 1

Recognition and Job Security

A. Recognition

1. In accordance with certification number R-6475 (dated October 29, 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 to or owned by the Company) or under the Company’s operational control, including wet leases (aircraft and crew), and contracting for other carriers or entities (government, military or commercial), but not dry leases (aircraft but no crew) to other carriers or entities, shall be performed by 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 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. Nothing in this section shall preclude the Company from entering into a code-share agreement, a marketing agreement, an interline agreement, or a pro-rate or block space agreement, so long as such agreements do not result in the furlough of any of the Company’s pilots.

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

The provisions of this Agreement shall be binding upon any successor or merged company or companies unless or until changed in accordance with the provisions of the Railway Labor Act, as amended. 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 days after the execution of such agreement. The Company will provide the Association with a copy of the agreement within 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

1. In the event of any merger of the Company with another airline, acquisition of the Company by another airline, or acquisition by the Company of another airline, that affects the seniority rights of pilots on the Spirit Airlines Pilots’ Seniority List, the parties will make their best efforts to integrate the seniority lists in a fair and equitable manner including, where applicable, agreement through collective bargaining between the carriers and the representatives of the pilot groups affected. In the event of failure to agree, the dispute shall be resolved in accordance with Sections 2, 3, and 13 of the Allegheny-Mohawk Labor Protection Provisions, except that the integration of the seniority lists of the respective pilot groups shall be governed by the Association Merger Policy if both pre-transaction pilot groups are represented by the Association.

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

E. Retained Management Rights

1. Except as restricted by the express terms of this Agreement, the Company shall retain all rights to manage and operate its business and workforce, including but not limited to the right to sell or discontinue all or part of the business; to sell or lease aircraft or facilities; to determine where and when to operate scheduled or unscheduled service; to determine its marketing methods and strategies, 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.

F. Remedies

Any and all disputes concerning alleged violation of this Section 1 shall be resolved by final and binding arbitration. The Company specifically agrees to arbitrate any grievance filed by the Association alleging violation of this Section 1 on an expedited basis directly before the System Board of Adjustment sitting with a neutral member, as the arbitration forum. The dispute shall be heard expeditiously no later than 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.
Section 2

Definitions

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 those pilots designated by the Company to manage and administer Company policy with respect to flight operations and will be limited to the vice president of Flight Operations, director of Operations, director of Training, and the chief pilot(s).

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, except as provided in Section 11.F.8.

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 regular or relief lineholder 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 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 checkout 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.

AR. “Significant other” means a domestic partner who is at least 18 years of age and has resided with the employee at the same address for a period of not less than six months, or a brother or sister. “Significant other” also includes any other relative approved by the chief pilot.

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

AT. “Training Pilot” means ground school instructor, flight instructor, proficiency check airman, line check airman, and IOE check airman who are selected from the Spirit Airlines Pilots’ Seniority List except as otherwise provided in this Agreement.

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 P above, originating at a pilot’s domicile, and

2. The completion of the last duty period as defined in paragraph P 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 by 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 (moveable 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 (moveable 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 (moveable 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 of reserve availability. Reserve days in the bid package or placed into open time must specify the RAP (R0, R1… R23).

BD. “Electronic Shift Trade” means an electronic platform for automated scheduling transactions.
A. A pilot will receive the following hourly rates based on status and longevity as follows for aircraft having a seating capacity of 99 or more passengers but not more than 180 passengers, excluding the Airbus 321 (A321):

### Captain Pay Rates

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>DOS</th>
<th>DOS+1</th>
<th>DOS+2</th>
<th>DOS+3</th>
<th>DOS+4</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>64.65</td>
<td>64.65</td>
<td>65.94</td>
<td>99.62</td>
<td>101.62</td>
</tr>
<tr>
<td>2</td>
<td>96.64</td>
<td>96.64</td>
<td>98.57</td>
<td>119.49</td>
<td>121.88</td>
</tr>
<tr>
<td>3</td>
<td>104.46</td>
<td>104.46</td>
<td>106.55</td>
<td>124.04</td>
<td>126.52</td>
</tr>
<tr>
<td>4</td>
<td>108.14</td>
<td>108.14</td>
<td>110.30</td>
<td>128.78</td>
<td>131.35</td>
</tr>
<tr>
<td>5</td>
<td>115.51</td>
<td>115.51</td>
<td>117.82</td>
<td>133.68</td>
<td>136.35</td>
</tr>
<tr>
<td>6</td>
<td>117.65</td>
<td>117.65</td>
<td>120.00</td>
<td>138.78</td>
<td>141.56</td>
</tr>
<tr>
<td>7</td>
<td>119.74</td>
<td>119.74</td>
<td>122.13</td>
<td>143.73</td>
<td>146.60</td>
</tr>
<tr>
<td>8</td>
<td>133.68</td>
<td>139.16</td>
<td>141.94</td>
<td>147.73</td>
<td>150.68</td>
</tr>
<tr>
<td>9</td>
<td>135.69</td>
<td>142.27</td>
<td>145.12</td>
<td>152.15</td>
<td>155.20</td>
</tr>
<tr>
<td>10</td>
<td>137.73</td>
<td>145.44</td>
<td>148.35</td>
<td>156.72</td>
<td>159.86</td>
</tr>
<tr>
<td>11</td>
<td>140.53</td>
<td>149.10</td>
<td>152.08</td>
<td>161.43</td>
<td>164.65</td>
</tr>
<tr>
<td>12</td>
<td>143.30</td>
<td>152.84</td>
<td>155.90</td>
<td>166.27</td>
<td>169.60</td>
</tr>
<tr>
<td>13</td>
<td>146.09</td>
<td>156.61</td>
<td>159.74</td>
<td>171.25</td>
<td>174.67</td>
</tr>
<tr>
<td>14</td>
<td>148.90</td>
<td>160.44</td>
<td>163.65</td>
<td>176.40</td>
<td>179.93</td>
</tr>
<tr>
<td>15</td>
<td>151.67</td>
<td>164.33</td>
<td>167.62</td>
<td>181.68</td>
<td>185.32</td>
</tr>
</tbody>
</table>

### First Officer Pay Rates

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>DOS</th>
<th>DOS+1</th>
<th>DOS+2</th>
<th>DOS+3</th>
<th>DOS+4</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>38.50</td>
<td>38.50</td>
<td>38.50</td>
<td>38.50</td>
<td>38.50</td>
</tr>
<tr>
<td>2</td>
<td>61.31</td>
<td>66.22</td>
<td>67.54</td>
<td>70.63</td>
<td>72.05</td>
</tr>
<tr>
<td>3</td>
<td>66.38</td>
<td>71.69</td>
<td>73.12</td>
<td>76.21</td>
<td>77.73</td>
</tr>
<tr>
<td>4</td>
<td>71.39</td>
<td>77.10</td>
<td>78.65</td>
<td>82.22</td>
<td>83.86</td>
</tr>
<tr>
<td>5</td>
<td>76.35</td>
<td>82.45</td>
<td>84.10</td>
<td>88.19</td>
<td>89.96</td>
</tr>
<tr>
<td>6</td>
<td>78.77</td>
<td>85.07</td>
<td>86.77</td>
<td>93.57</td>
<td>95.44</td>
</tr>
<tr>
<td>7</td>
<td>80.77</td>
<td>87.23</td>
<td>88.98</td>
<td>97.97</td>
<td>99.93</td>
</tr>
<tr>
<td>8</td>
<td>82.60</td>
<td>89.21</td>
<td>90.99</td>
<td>101.16</td>
<td>103.19</td>
</tr>
<tr>
<td>9</td>
<td>83.19</td>
<td>89.85</td>
<td>91.64</td>
<td>104.13</td>
<td>106.21</td>
</tr>
<tr>
<td>10</td>
<td>84.22</td>
<td>90.96</td>
<td>92.78</td>
<td>107.13</td>
<td>109.27</td>
</tr>
</tbody>
</table>
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 standing available 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.

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 eighth business day of July.

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 (4 hours—single duty period, or 4.5 hours—multi-duty period) 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.5 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.4 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. Signing Bonus

Following ratification of this Agreement, each active pilot (including those pilots on association, medical, sick, or military leave) on the Spirit Airlines System Seniority List as of the date of signing will be paid a signing bonus payment on the second designated pay day following DOS. The signing bonus payment for captains will be $3,000. The signing bonus payment for first officers will be $7,000. The pilot’s status for purposes of this payment will be determined at DOS. A pilot may elect to contribute his bonus to his 401(k) account maintained pursuant to Section 28, but such contribution will not add to or alter the Company’s matching or “true up” obligations pursuant to Section 28.C and D.
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 per Section 2.T) 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 per Section 2.T) 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 per Section 2.T) 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.
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 15 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 seven 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 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.

11. 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.

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 for each trip hour. On the first anniversary of the signing of the agreement, the per diem amount shall be increased by 5 cents. On the second, third, and fourth anniversary of the signing of the agreement, the per diem amount shall be increased by an additional 5 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.

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 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 Travel 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 paragraphs 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.

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. 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 jacket insignias (wings), epaulets, and hat 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 and one hat replacement 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 flight bags, 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 participating hotels.
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 $25 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.

L. DTW Parking

1. For purposes of this paragraph, an “eligible pilot” is a pilot on the seniority list as of the DOS who (i) was involuntarily displaced from DTW in 2007, or (ii) is involuntarily displaced from DTW.

2. An eligible pilot who continues to commute from DTW will be eligible for Company-paid parking at either his current domicile or DTW, regardless of the provisions of Section 5.G.1.

3. An eligible pilot will no longer be entitled to the provisions of this paragraph if he voluntarily bids to a domicile other than the domicile to which he was involuntarily displaced or DTW ceases to be a Company domicile.
This page intentionally left blank
Section 6

Moving Expenses

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 a broken lease payment if a penalty is incurred for a broken lease of a primary or secondary dwelling, (e.g., home, apartment, condominium, or “crash pad”). The Company may require documentation of the penalty.

3. Reimbursed Move

An eligible pilot may elect a reimbursed move and have his household goods moved at Company expense from his home of record located outside a radius of 200 miles to within a radius of 200 miles of his awarded domicile if the pilot chooses to move himself and legally changes his home of record 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 reimbursed move, he will be limited to 18,000 pounds of household goods not to exceed a total cost of $10,000. In addition, the Company will pay mileage for up to two vehicles at the current corporate rate per mile, or 48 cents per mile, whichever is greater. The Company will establish a relationship with a reputable vendor. The pilot may use the Company vendor or choose one on his own. The pilot will be responsible 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 or any cost greater than $10,000 will be transported at the pilot’s expense.

4. Lump-Sum Move

In lieu of a reimbursed move, an eligible pilot may elect a lump-sum move and receive a lump-sum payment of $5,000 if the pilot chooses to move his home of record located outside a radius of 200 miles to within a radius of 200 miles of his awarded domicile and legally changes his home of record 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.

5. 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.

6. Transfer Allowance

An eligible pilot will be entitled to a transfer allowance of $1,350.

B. Eligibility

Pilots awarded a domicile incident to initial employment or 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. 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, b, or c:

   a. Reimbursed move
1) Pay-protected duty period break  
2) Broken lease payment  
3) Time off for moving  

b. Lump-sum move  
1) Pay-protected duty period break  
2) Broken lease payment  
3) Time off for moving  

c. 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 submit for reimbursement and/or be eligible for the benefits detailed in Section 6 Moving Expenses.
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 submit for reimbursement and/or be entitled to the listed benefits.

Note: Pilots awarded a domicile incident to initial employment or less than 50 AAA miles from their previous domicile are not eligible for moving expense benefits. To be eligible for a reimbursed move or a lump-sum move, a pilot must choose to move his home of record located outside a radius of 200 miles to within a radius of 200 miles of his awarded domicile and legally change his home of record 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. 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. □ Reimbursed 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.5)

2. □ Lump-sum move (CBA 6.A.4) 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.5)

3. □ Transfer allowance (CBA 6.A.6) 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 ________________
Section 7

Vacations

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>
</tr>
<tr>
<td>4/01 – 4/30</td>
<td>21.0</td>
</tr>
<tr>
<td>5/01 – 5/31</td>
<td>18.67</td>
</tr>
<tr>
<td>6/01 – 6/30</td>
<td>16.33</td>
</tr>
<tr>
<td>7/01 – 7/31</td>
<td>14.0</td>
</tr>
<tr>
<td>8/01 – 8/31</td>
<td>11.67</td>
</tr>
<tr>
<td>9/01 – 9/30</td>
<td>9.33</td>
</tr>
<tr>
<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.

<table>
<thead>
<tr>
<th>Full calendar year of service (accrual year)</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>
<td>8.17</td>
<td>3</td>
<td>98.0</td>
</tr>
<tr>
<td>15th</td>
<td>9.33</td>
<td>4</td>
<td>112</td>
</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. Each pilot will be issued a statement showing the balance of his vacation accrual on each paycheck.

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 Section 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 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 not 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 four separate rounds. In each round, bidding will remain open for seven days; awards will be posted 72 hours after bid closing, and, concurrent with the posting of the awards, the next round of bidding shall commence. Awards for each round may be published via hard copy in all crew rooms, personal e-mail, and 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 19. The results will be published at noon on October 20.

b. Round Two: The bid period opens at 12:01 p.m. on October 20 and closes at noon on October 27. The results will be published at noon on October 28.

c. Round Three: The bid period opens at 12:01 p.m. on October 28 and closes at noon on November 4. The results will be published at noon on November 5.

d. Round Four: The bid period opens at 12:01 p.m. on November 5 and closes at noon on November 12. The results will be published at noon on November 13.

e. Final and complete annual vacation bid awards will be published on November 15.

7. A pilot shall bid and use his accrued vacation.

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 fourth 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.
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. If 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. Crew Scheduling approval shall be granted so long as there is adequate coverage for the trip dropped. Upon successful implementation of Electronic Shift Trade, the Company agrees to consider the automation of vacation shift approvals.

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. No pilot may bid or be awarded a relief line during the month in which he was awarded a vacation period, except that a relief lineholder may 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.G.1. A floating vacation request shall be granted when there are reserves to cover 10 percent of the flights scheduled to operate for the day. The 10 percent reserve coverage applies per seat, per aircraft type system-wide.

Example:

100 Airbus Flights x 10 Percent = 10 Captains and 10 First Officers on the Airbus system-wide

Therefore, no pilot will be denied float vacation due to lack of reserve pilots in a specific domicile, provided that the minimum system-wide reserve coverage per aircraft-type is met. 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.
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. The MFV designation may be utilized for one trip hour period and once per 12 months, per pilot. The MFV must be designated at least seven days in advance of the requested time off. The MFV may not be designated during any blackout period (see below). The pilots designating MFV must have adequate time in their vacation bank to cover the requested trip.

c. The Company will grant one MFV designation per seat, per aircraft type, per time period regardless of the minimum reserve coverage listed above. If the Company receives multiple MFV designations for the same time period, the most senior pilot’s MFV designation shall be granted. For the purposes of this section, “time period” shall be greater than one-day overlap of MFV designations.

Example 1:

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

Example 2:

Pilot A designates an MFV for a Mon, Tue, Wed trip. Pilot B designates 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 non-postponeable 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 non-postponeable). 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. Within six months of DOS, floating vacation awards will be automated in accordance with 25.R. If six months following the DOS Electronic Shift Trade is not mutually agreed to be successfully implemented, the approval and denial of such transactions will revert to the methodology outlined in Section 7.
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 F.1 of this section.
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.

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 added to the pilot’s schedule. 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 will be considered unavailable. The pilot’s seat assignment will not be changed by the Company after it is assigned. After takeoff, deadheading pilots will have first claim to any unsold premium seats. A pilot deadheading on Spirit aircraft will be allowed to board in the first boarding zone. After the initial booking, pilots will have the ability to review and change seat assignments, consistent with the foregoing, on the Company’s website. Pilots also will be able to print their boarding passes following assignment and as permitted by the Company’s general boarding rules.

3. 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.
4. The Company will utilize the services of a scheduled FAR Part 121 airline for all deadhead legs.

5. 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.
This page intentionally left blank
Section 9

Training Pilots

A. General

The provisions of this section are applicable to all training pilots on the Spirit pilots’ seniority list (except management pilots and full-time instructors when conducting all phases of FTD). 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.

C. Selection

Training pilots will be selected in accordance with Section 11.F.8. 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, 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.

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 or Flight Training Device session</td>
<td>5.5 hours, 4 hours minimum for partial or incomplete session</td>
</tr>
<tr>
<td>(including 4.0 hours of flight training and 1.5 hours briefing/debriefing)</td>
<td></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>Operating experience</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 4 hours’ duration or less</td>
<td>3.0 hours</td>
</tr>
<tr>
<td>Other training activities of 4 to 8 hours’ duration</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 Instructor/CPT $14 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 $20 hourly override.

E. Guarantees

Training pilots serving a full month of training assignments are entitled to the monthly guarantee per Section 4.A. Additionally, such pilots will be guaranteed four-and-one-half hours times the number of training days in the month.

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 instructor lines shall be constructed not to exceed 29 hours in any seven-day period. 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.

3. Simulator/FTD instructors, simulator check airmen, and designated examiners shall be limited to nine simulator/FTD sessions in any seven-day period. The seven-day period may contain up to two doubles, but those doubles may not be on consecutive days or on inbound travel days.

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 shall be developed as follows:

   a. 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</td>
<td>System various</td>
</tr>
<tr>
<td></td>
<td></td>
<td>line checks, random</td>
<td></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 faxed, e-mailed, or sent by mail.

f. A pilot may bid for any function 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.

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.

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.

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 to any qualified pilot (including full-time instructors).

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 be allowed to pick up events and/or flying that would cause him to exceed 29 hours of flying, checking, or training in any seven-day period.

I. Rotational Requirement

1. Each training pilot must bid for a training position once each quarter (three-month period). Each training pilot must bid for one month of line flying in the same quarter. No training pilot may serve more than two consecutive months in a training function. This requirement may be waived with the prior consent of the MEC chairman or his designee.
To be eligible to bid on a training position, a pilot must first meet this rotational requirement.

2. Training pilots shall have an opportunity to bid for monthly training assignments on a rotational basis. A bidding priority list of training pilots will be published each month. Training pilots may bid and monthly training awards will be made to qualified training pilots in order of the priority listing. Each training pilot who is awarded a monthly training position for which he is qualified and has sufficient priority to obtain, shall rotate to the bottom of the priority list for the following month.

3. All future line/IOE/OE check airmen from the date of signing of this agreement forward shall also be qualified as either a simulator or FTD instructors or both.

J. Rescheduling

Training assignments may be rescheduled within any block of originally scheduled training days without restriction as necessary to complete required training.

K. Vacation

Vacation will be bid and handled in accordance with Section 7. In addition, a pilot's vacation bank will be deducted either four hours per day or, in the case of scheduled IOE/OE, trip credit as provided for in Section 7.

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 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 seniority-list training pilots will be used.

4. In the event of a canceled training event, a training pilot will be available for other assignment 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 11.F.8 comparable to that agreed to in LOU 29 on April 4, 2006 (per LOU 29, no more than six non-seniority-list pilots terminating when there are sufficient seniority-list pilots, or when the Company commences pilot hiring, or one year after the non-seniority-list instructor’s date of hire). 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 unilaterally impose such relief. However, in the event the parties remain 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 Adjustment on an expedited basis per the procedures of Section 1.F.
Section 10

Transfer to Non-Flying or Supervisory Duty

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 e-mail 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 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 that do not include flying events.
This page intentionally left blank
Section 11
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, upon request, 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, upon request, 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, upon request, 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

A pilot shall be required to enter training only under the following conditions:

1. To receive initial new hire training.

2. As a result of an award or a junior assignment to a new position under Section 24.

3. As a result of a displacement under Section 24.

4. To meet and maintain the requirements of the position in which he is serving.
5. Any other conditions, so long as it is solely for the purpose of ensuring competence and proficiency, and provided the Association Training Committee is notified in advance.

C. Initial New Hire Training

Initial new hire training will consist of ground school plus flight training.

D. Ground Training

1. Ground training shall consist of all training conducted in a suitable classroom or at any place approved by the FAA.

2. A pilot shall be paid four hours per day for any home training program. Home training shall not exceed one calendar day per month and shall be designed for no more than eight hours per day.

3. The following shall not be considered home study:
   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 school.

E. Flight Training

Flight training shall include all training that is normally conducted in flight and in an airplane or in a simulator as described in the Spirit Airlines-approved training program.

This normally includes, but is not limited to:

1. Initial operating experience requirements flights.

2. Route qualification flights.

3. Recent experience requirements flights.

4. Fixed base or full flight simulator training.

5. Checkrides.
F. General

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. Ground school training may be scheduled up to six days of ground school 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.

4. 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.

5. 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.

6. 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. 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.

7. 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.

8. Training Pilot Selection and Qualification

   a. Except as provided in paragraph b., c., and d below and in Section 9.O, all training pilots shall be selected from line pilots, management pilots, or training pilots listed as of the effective date of this Agreement and whose names appear on the Spirit Airlines Pilots’ System Seniority List.
b. In the event an acceptable candidate for ground school training is not available from the Spirit Airlines Pilots’ System Seniority List, the Company may select ground school instructors who are not on the list.

c. Simulator instructors and simulator check airmen may be selected from pilots retired from the Spirit Airlines Pilots’ System Seniority List.

d. In the event a qualified volunteer is not available from the Spirit Airlines Pilots’ System Seniority List, and with the prior consultation of the MEC chairman, the Company may select simulator instructors who are not on the list.

9. 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.

10. 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.

11. 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.

   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.

12. 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 any checkride or training.

13. 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.

14. Except as provided in Section 9.O, all training for Spirit pilots shall be conducted only with other Spirit pilots.

15. 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 .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 determining instructor performance.
Section 12

Hours of Service

The following provisions apply to all scheduled domestic service and charter and freight operations, except that flight and duty rules for charter and freight operations may be conducted under FAR, Part 121, Supplemental Flight and Duty Rules. 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 nine 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 nine 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 eight 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 deadheading (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 deadheading (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 for duty aloft that will exceed:

1. 1,000 hours in any calendar year

2. 100 hours in any calendar month

3. 30 hours in any seven consecutive calendar days

4. 8 hours between required rest periods

5. 550 projected block hours by June 30

6. 750 projected block hours by September 30
E. Days Off

1. Regular and relief pilots will be scheduled for at least 13 days off in domicile in any bid period. Reserve pilots will be scheduled for at least 12 days off in domicile in any 30-day 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. Except as provided in paragraph G below, the Company will not schedule an overnight rest away from domicile with less than:

1. Nine hours from checkout to check-in if a trip is scheduled for less than eight hours’ flight time in 24 consecutive hours preceding its schedule completion.

2. Ten hours from checkout to check-in if a trip is scheduled for eight hours or more but less than nine hours’ flight time in 24 consecutive hours preceding its scheduled completion.

3. Eleven hours from checkout to check-in if a trip is scheduled for nine hours or more flight time in 24 consecutive hours preceding its scheduled completion.

4. A flight crewmember is not considered to be scheduled for flight time in excess of flight time limitations if the flights to which he is assigned are scheduled and normally terminate within the limitations, but due
to circumstances beyond the control of the air carrier (such as adverse weather conditions), are not at the time of departure expected to reach their destination within the schedule time.

G. The Company may schedule a pilot for less than the rest required in paragraph F above or may reduce a scheduled rest under the following condition:

1. The nine consecutive hours of rest required in F.1 above may be scheduled or reduced to a minimum of eight hours if the pilot is given a rest period of at least 10 hours that must begin no later than 24 hours after the commencement of the reduced rest period.

2. The 10 consecutive hours of rest required in F.2 above may be scheduled or reduced to a minimum of eight hours if the pilot is given a rest period of at least 11 hours that must begin no later than 24 hours after the commencement of the reduced rest period.

3. The 11 consecutive hours of rest required in F.3 above may be scheduled or reduced to a minimum of nine hours if the pilot is given a rest period of at least 12 hours that must begin no later than 24 hours after the commencement of the reduced rest period.

EXAMPLE:

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

H. Notification

1. The Company will maintain a standard method of notifying pilots if scheduled departure time will be appreciably delayed (by more than 1.5 hours) or canceled. Pilots will be notified as far in advance as practical.

2. The Company will not contact a pilot between 2200 and 0800 unless there is a change in that pilot’s schedule that requires a contact 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.
3. The Company may not contact a pilot during Section 12.F rest or 12.G 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 contact a pilot at any time during such rest for a family emergency.

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

I. **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 will be credited in the next month.

J. 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.

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

L. Regardless of the amount of rest provided as part of his trip, a pilot is expected to be rested for duty.

M. 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.
Section 13

Leaves of Absence

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 90 days upon reimbursement to the Company on a monthly basis. After 90 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.

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 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. 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.a.

3. A pilot’s health benefits will continue for the first nine months of the leave set forth 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 only upon reimbursement to the Company on a monthly basis of the full cost of such benefits.

4. 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.

5. 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.
6. When family/medical leaves of absence are granted, a pilot shall retain and continue to accrue seniority for the period 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.

7. 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.

8. 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.

9. 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.

10. 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. Reemployment 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.

c. The pilot shall be paid for such trips that are dropped, 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.

H. Federal Flight Deck Officer (FFDO) Leave

1. No pilot will be prevented from attending FFDO training, except that the Company may limit the number of pilots attending FFDO training to one (1) pilot from each category (captain, first officer) per domicile per month. A pilot attending 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 FFDO training.

I. General

1. When a pilot undergoes requalification or recurrency training upon return from a leave of absence, such pilot shall be placed on active payroll status upon the class start date of such requalification or recurrency training. In the event that no requalification or recurrency training is required, a pilot 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. A pilot shall accrue 4.0 hours of sick leave credit for each full month of active service to a maximum of 400 hours.

2. All accruals in the primary and secondary sick banks held at the time of signing of this Agreement will be combined and credited to the pilot’s sick bank. Accruals for some pilots may exceed 400 hours as a result of such combination.

3. Accruals will be distributed in the following manner:

A pilot will accrue 4.0 hours of sick leave in a sick bank for each month of active service. This accrual will be credited up to a maximum of 400 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 retaining the balance of his accrued vacation for his use upon his return to work.
4. 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.

5. 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.

6. The Company shall update and report accrued sick leave on each paycheck.

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, spouse, parent, or significant other.

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 or by following the provisions of paragraph D.3 of this section. 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. Return to Duty Following 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 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.

3. Upon return to duty from sick leave a pilot may advise the Company of his desire to pick up open time in addition to his scheduled trips and designate it as sick leave makeup. In which case, the hours missed on account of illness or injury will be credited toward his sick leave bank to
the extent he has recovered them. Any trips or portions thereof in excess of the sick leave used will be paid in that month.

4. Upon return to duty from sick leave a reserve pilot may advise the Company of his desire to make up sick leave by picking up “R” days from open time. In such a case, the hours missed because of illness or injury will be credited toward the pilot’s sick leave bank to the extent he has recovered them. Any trips or portions thereof in excess of the sick leave used will be paid in that month.

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 (400 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 (400 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 (400 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 400 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.
This page intentionally left blank
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 officers at the individual’s level of longevity.

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 proposed 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 25.1.2.

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 combined drug and alcohol test. He will be paid his guarantee plus one hour, or 73 hours.
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.
This page intentionally left blank
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 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.
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.
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 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 the metropolitan area in which the Company’s headquarters are located at a site agreed to by the parties, unless a different location is designated by the Association, the Company, and the neutral chairman.
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 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. 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 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 grievance/System Board submission. Such grievance/System Board submission 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.

2. All time limits within this Section 19 shall be complied with by the Company 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 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


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.
This page intentionally left blank
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 Association members will be shared equally between the Company and the Association.

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 contract administrator.

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.
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 15 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. Jim Conway
   c. Charlotte Gold
   d. Lawrence Holden
   e. Fred Horowitz
   f. Ira Jaffe
   g. Joshua Javits
h. George Nicolau
i. Dennis Nolan
j. Gil Vernon
k. Bonnie Weinstock
l. Carol Wittenburg
m. Marvin Hill
n. Richard Kasher
o. Roger Kaplan

2. In the event none of the above arbitrators is available, the parties may mutually agree upon another or request an appointment from the National Mediation Board. 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. 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 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.
Section 22

Seniority

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, updated periodically in accordance with this Agreement, shall be attached as an Appendix to this Agreement.

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

   a. The MEC chairman with a hard copy,

   b. The pilot read file at each domicile with a hard copy,

   c. A copy to each pilot via e-mail, and

   d. 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 any posting of the Pilots’ Seniority List to protest to the Company an omission or incorrect posting affecting his seniority. A pilot on leave or away from his domicile at the time of posting 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).
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 file his correct address in writing with the Crew Resources department, and will promptly advise the Crew Resources department in writing of any subsequent change of address.

2. A furloughed pilot shall retain and accrue seniority and have recall rights for a period of seven 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

---

Section 23: Reduction in Force, Furlough, and Recall
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 his Company e-mail address, 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 other 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 10 calendar days from the date of receipt of the recall notice. 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 10 calendar days from the date of receipt of the recall notice.

5. A pilot will have up to 30 days from the date of receipt of the recall notice 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 for reassignment to duty until the next recall order is issued.

2. If there is not a sufficient number of pilots accepting 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 that he must either accept the mandatory recall or he will be removed from the pilot seniority list. A pilot will have up to 14 days from the date of receipt of 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.

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.
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 four 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 four 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 four 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 his 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:

If for example, 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. If his seniority allows, he will be awarded DTW F/O. 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, his system-wide preference listing defaults to DTWCA, DTWFO, FLLCA, ACYCA, FLLFO, ACYFO, 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 system 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.

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, 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 including successful completion of ATP written exam and submit the results to his chief pilot prior to the bid closing date for such position. 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 turbo jet 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 any vacancy anticipated to exist for four or fewer months. Such temporary positions may be filled in accordance with seniority as follows:

   a. By available qualified pilots at the domicile.

   b. If no qualified pilots are available at the domicile, 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 reserve days 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) 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.

3) A reserve pilot shall be entitled to eight immoveable days off (nonworking, non-moveable, and immune from assignment). Four consecutive immoveable days shall be designated by the pilot and four consecutive immoveable 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 immoveable. In the event that the pilot’s schedule contains less than four days of which may be designated as Company-designated immoveable 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 immoveable. The remaining days off shall be moveable.

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,
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.

D. Monthly Bid Sequence and Timing

1. Adequate numbers of the monthly bid packages will be published and distributed in the pilot domiciles and the Company website no later than 1200 hours local time on the eighth business day of the preceding month. Bidding will be open for six calendar days (144 hours), closing at 1200 hours local time, and be awarded and posted immediately thereafter.

2. Final Schedule and Initial Open Time

Open Time will be posted for bid in Electronic Shift Trade no later than 1700 hours local time on the third business day after the posting of the monthly bid award. The final schedule will be available at the same time.

3. Closing and Awarding of Initial Open Time Bids

Bidding for initial open time shall be open for three calendar days, closing at 1200 hours local, and shall be awarded immediately thereafter.

4. The dates set forth in subparagraphs D.1–3 above may be amended with the concurrence of the Association Scheduling Committee.

E. Final Schedule

After the initial bid award, the final schedule will be completed as follows:

1. Bid-to-Bid Transition

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.
2. Pilots shall designate, at the time of bidding and on a line-by-line basis, one of the two following options to resolve transition conflicts.

a. Elective transition option (former option 2—modified)

Trips and/or R days in the new month that conflict with trips carried in from the current month will be dropped in their entirety. A pilot’s credit in the new month will be reduced on an hour-for-hour basis. The pilot will be required to rebid time, using super seniority, from the initial open-time bid sufficient to attain a minimum of 64 hours of credit. If the pilot fails to build to the 64-hour minimum credit, Crew Planning will add trips and/or R days only on the days of the original dropped trip. Crew Planning may not add trips, R days, or training, so as to exceed the pilot’s original line value. Elections handled under 2.a will be limited to a maximum of 8 percent of total lines (8 percent rounded up to the next whole number and not less than two per category, status, and domicile. Total lines include regular, relief, and reserve lines in each category, status, and domicile). Additional conflicts will be accommodated in accordance with 2.b. The 8 percent limitation will be decreased to 4 percent if the Company and the Association mutually agree that the Electronic Shift Trade as described under 25.R is being successfully implemented.

b. Default transition option

1) Accommodation of transition conflicts in the current month.

Trips in the current month may be split only as they pass through the pilot’s domicile. Portions of the original pairing(s), up to and including the entire original pairing(s) and/or R days, may be dropped as necessary to accommodate transition conflicts. Under this option the pilot will be pay protected for the value of the original trip(s) and/or R days. Accommodations under this paragraph are subject to the following provisions:

(a) Active legs will not be converted to deadhead legs as a means to accommodate a 29-hour-in-7-day conflict.
(b) Trip(s), flight legs, and/or R days dropped to accommodate a conflict must be at the beginning of the conflict block, except that physical conflicts may be accommodated through drops only.
(c) Accommodations under E.2.B.i shall consist of drops only, no trip(s) and/or R days may be added to the pilot’s schedule.
(d) A pilot with a conflict block accommodated under E.2.B.i will be notified in CrewTrac and by Company e-mail at least 96 hours in advance of the report time of the trip affected by such change to his schedule.

2) Accommodation of transition options in the new month.

Trips in the new month may be split only as they pass through the pilot’s domicile. Portions of the original pairing(s), up to and including the entire original pairing(s), and/or R days, may be dropped as necessary to accommodate transition conflicts. The pilot may be subsequently assigned, from open time, a trip(s) or R days only on the days of the originally dropped trip(s). Scheduling will first assign available trips then reserve days if necessary. A pilot will be pay protected to not less than his original line value in the new month, whether or not he is assigned a trip or reserve. All final schedules must satisfy the minimum days off under 12.E.1. Accommodations under this paragraph are subject to the following provisions:

(a) Active legs will not be converted to deadhead legs as a means to accommodate a 29-in-7-day conflict.

(b) Trip(s), flight legs, and/or R days dropped to accommodate a conflict must be at the end of the conflict block, except that physical conflicts may be accommodated through drops only.

Examples:

<table>
<thead>
<tr>
<th>28-Jul</th>
<th>29-Jul</th>
<th>30-Jul</th>
<th>31-Jul</th>
<th>1-Aug</th>
<th>2-Aug</th>
<th>3-Aug</th>
<th>4-Aug</th>
</tr>
</thead>
<tbody>
<tr>
<td>Turn</td>
<td>Turn</td>
<td>Turn</td>
<td>Turn</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 day</td>
<td>2 day</td>
<td>Turn</td>
<td>Turn</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Scheduling could drop the 29th or the 4th.

<table>
<thead>
<tr>
<th>28-Jul</th>
<th>29-Jul</th>
<th>30-Jul</th>
<th>31-Jul</th>
<th>1-Aug</th>
<th>2-Aug</th>
<th>3-Aug</th>
<th>4-Aug</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 day</td>
<td>4 day</td>
<td>4 day</td>
<td>4 day</td>
<td>4 day</td>
<td>4 day</td>
<td>4 day</td>
<td>4 day</td>
</tr>
</tbody>
</table>

Scheduling could split either trip leaving the 28th and 29th off or the 3rd and 4th off; or Scheduling could drop the second trip in its entirety and rebuild with trips or R days on the 1st and 2nd, leaving the 3rd and 4th off.
Scheduling could split the trip and drop the last day of the three-day trip beginning on the 30th to accommodate operation of the entire four-day trip commencing on the 1st.

Scheduling could split the trip and drop the first day of the four-day trip beginning on the 1st to accommodate the completion of the trip beginning the 30th.

Scheduling could drop the trip beginning on the 1st in its entirety and rebuild with trips or R days on the 2nd, 3rd, or 4th.

Scheduling will need to drop two R days to make this a legal, six-day conflict block. The two days dropped could be either the 29th and 30th, the 4th and 5th, or the 29th and 5th.

3. General
   a. Scheduling will not create additional days off within the conflict block that are noncontiguous with days off outside of the conflict block.
   b. No accommodation is allowed outside of the conflict block.
   c. No trip may be split in such a way that would create more than one check-in per calendar day.
   d. After accommodation all conflict blocks will be reduced to no more than six calendar days.

4. Preparation of the Final schedule
   a. Remove all bid trips and carry-in trips that conflict with known vacation or training. Additionally, remove trips and/or portions of trips to accommodate other conflicts per 25.E.1,2, and 3. Removed trips must be placed in relief lines and/or open time;
b. 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

c. Prepare the initial open time list containing all open time remaining after the accommodations under E.1, 2, and 3 above have been completed.

d. The results of the final schedule will be available electronically within CrewTrac and Electronic Shift Trade and published in each domicile and distributed in the pilot’s mailboxes/v-files. The results will also be published by e-mail when the Company determines it is feasible to do so.

e. 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. A pilot may not pick up or trip trade during or after the close of initial open time to more than 29 hours in seven days.

3. Reserve lineholders may request R-day adds, trades with R days in initial open time, or mutual R-day trades by submitting such requests in Electronic Shift Trade.

4. Initial open time will be awarded in the following order:

   a. Pilots who have dropped trip(s) due to the bid-to-bid transition and have elected the option available in paragraph E.1.b.2 above, but only to meet the value of the credit lost.

   b. 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).

   c. Award to regular and relief pilots submitting mutual trades.
d. 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. In addition, a copy of the results shall be e-mailed to the Association Scheduling Committee chairman.

G. Daily Open Time

1. Bidding and Awarding Daily Open Time Available Beyond Two Calendar Days

a. 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.

b. Scheduling shall place all open trip pairings into the Electronic Shift Trade Daily Open Time Pot as soon as known by Scheduling.

c. 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.

d. 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.

e. Daily open time available beyond two calendar days will be awarded/assigned in the following order:

1) Assign 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;  
2) Award regular/relief pilots in seniority order adding, dropping, or trading trips with open time;
3) Award regular/relief/reserve pilots in seniority order picking up or trading R days with open time or each other.
4) Award regular/relief pilots in seniority order submitting mutual trade.

f. Upon implementation of Electronic Shift Trade, daily open time available beyond two calendar days will be bid on a first-come, first-served basis in accordance with Section 25.R. This provision will at that time supersede the procedures for open time bidding described in subsection .e above. Upon implementation of Electronic Shift Trade, 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.

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. 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 advised 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.

Group “A” pilot classifications may be used in any order, except classification (4) must be used before (5):

1) Pilots with fewer than 100 hours in category;
2) Pilots on reserve who can accommodate the assignment within their block of reserve days;
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);
4) Regular and relief pilots who have placed their names on the standing availability list (Section 25.G.7) for the day(s);
5) By general solicitation, with the pilot’s concurrence in accordance with the following:

Scheduling shall offer the assignment to pilots in category domiciled where the open flying occurs, except those pilots for whom the assignment would violate the CBA, or FAR, or conflict with other scheduled duty. Scheduling shall
document in an electronic general solicitation log the following information:

(a) Who it has contacted or attempted to contact;
(b) At what number;
(c) The time of such transaction;
(d) The result of such transaction;
(e) Flight numbers attempting to be covered;
(f) The employee number and initials of the crew scheduler making the entry.

b. Group “B” pilots may be used only if no Group “A” pilot is available or when less than three hours remain to report time. The Company will make the electronic general solicitation log in read-only format, continuously available to the Association. Group “B” pilots are to be assigned in the following order:

1) Reserve pilots for whom the assignment would schedule them into a moveable day off but are otherwise within the more restrictive limits of Section 12 and 25;
2) Assign to management pilots pursuant to Section 25.N.2;
3) The junior available pilot in category domiciled where the open flying occurred (subject to the more restrictive of Section 25.J and 12 limits);
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.

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 25.R. This dropped time may be posted in open time at the straight time rate.

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 Within Sequence 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 upon implementation of Electronic Shift Trade. Daily open time within two calendar days will be awarded/assigned in accordance with 25.K.3.

5. Trip adds that conflict with the FARs, other scheduled duty, or contractual rest and duty provisions will not be approved. Trip adds or trades that result in more than 29 block hours within a seven-day period will not be granted. At no time may the Company schedule a pilot in excess of 29 hours in a seven-day period.

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. Standing Available

There shall be a standing availability list, maintained in Crew Scheduling and accessible for pilot review, on which regular and relief pilots may place their names for open time that is available for the current or next day. Pilots may indicate a preference for a particular type of flying such as one-day trip, two-day trip, maintenance check, R day, charter, etc. Pilots must indicate their required callout time in order to report for a trip and will be called if the time before departure is at least as long as the indicated callout time plus 30 minutes. Pilots are not required to be available for call, nor shall they be required to accept a trip outside the original request.

8. 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 R days may be assigned a trip(s) that is not scheduled for completion within the R day(s) picked up. By bidding on an R day, the pilot agrees to waive schedule integrity for the subsequent trip only.
c. R days not picked up from open time will not be junior manned, except in the case of an emergency within 24 hours of the needed R day, 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 an R day within FARs, an R day that is picked up will have an assumed block time of 4.0 hours.

e. For purposes of determining a pilot’s eligibility to pick up an R day or pick up a trip after an R day, 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.R.

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. Except as provided in Section 12.H, Crew Scheduling shall notify pilots of changes to their trips or time available status as soon as they are known.

2. Rescheduling
a. A reserve pilot assigned to a trip must be rescheduled within the more restrictive limitations of Sections 25 and 12.

b. A regular pilot may not be rescheduled to report more than four hours before the report time of his original trip hour period or be released later than four hours after the release time of his original trip hour period. In addition, the rescheduled report and release times may not exceed the limitations in Section 12 or other paragraphs in Section 25. In the event the rescheduled trip hour period falls outside the original trip hour period, up to one hour additional flight pay above guarantee will be paid in each of the following cases:

The rescheduled report time is greater than two hours before the original report time.

The rescheduled report time is greater than three (3) hours before the original report time.

The rescheduled release time is greater than two (2) hours after the original release time.

The rescheduled release time is greater than three (3) hours after the original release time.

Example: A pilot’s original trip is canceled. The original trip hour period is 1200 to 1800. He is rescheduled to operate a trip pairing with a trip hour period 0859 to 2101. The pilot will be paid an additional four hours’ flight pay above guarantee.

c. When, due to weather or mechanical conditions that prevent and/or eliminate all transportation options, a pilot who would otherwise be scheduled to complete his trip hour period is forced to remain overnight away from domicile, he shall be returned to his domicile and released into domicile rest as early as possible the next day, by the most direct routing. A pilot may fly the direct routing to domicile, but under no condition shall he fly more than two legs back to his domicile. Nothing in this paragraph shall prevent the pilot from later flying a scheduled trip, so long as he has first received actual domicile rest in Section 12.A.2.

3. 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.

4. 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.2.b.

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
Section 25: Scheduling

25-18

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.4.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.2 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.4.b, .c, and .d above.

f. A pilot who is rescheduled to accommodate FAR 121.47(a) (30 in 7) shall not be required to deadhead more than two legs before resuming flight deck duty.

J. Junior Assignment

1. 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.

2. 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.

3. No pilot will be junior assigned to fly on more than two occasions in any month and not more than five occasions in any calendar year. In addition, no pilot may be scheduled on a day off that takes him below 10 days off nor on any immoveable 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. Within six months of DOS, after a pilot reaches either the monthly or calendar year limits, further junior assignment may not be offered him and such assignment will be prevented by scheduling software lockout. Additionally, no premium pay may be offered for any assignment except as provided for in the agreement. If the Company fails to implement and maintain such lockout software, junior assignment language will revert to that of the prior CBA. Pending MEC grievances based on violation of junior assignment limits will be sustained, but with no monetary remedy.

4. 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.

5. The Company shall maintain an electronic junior assignment log each day, indicating:

   a. Who it has contacted or attempted to contact;

   b. At what number;

   c. The time of such transaction;

   d. The result of such transaction;

   e. Flight numbers attempting to be covered;

   f. The employee number and initials of the crew scheduler making the entry.
6. The electronic junior assignment log in read-only format for all bases shall be continuously available to the MEC chairman or his designee.

K. Reserve Duty

1. 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.

25-20  

Section 25: Scheduling
4) Once a reserve pilot has started a reserve period, 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.

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:

<table>
<thead>
<tr>
<th>R0</th>
<th>R1</th>
<th>R2</th>
<th>R3</th>
<th>R4</th>
<th>R5</th>
<th>R6</th>
<th>R7</th>
<th>R8</th>
<th>R9</th>
<th>R10</th>
<th>R11</th>
<th>R12</th>
<th>R13</th>
<th>R14</th>
<th>R15</th>
<th>R16</th>
<th>R17</th>
<th>R18</th>
<th>R19</th>
<th>R20</th>
<th>R21</th>
<th>R22</th>
<th>R23</th>
</tr>
</thead>
<tbody>
<tr>
<td>R1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>R2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>R3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>R4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>R5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>R6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
</tr>
<tr>
<td>R7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
</tr>
<tr>
<td>R8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
</tr>
<tr>
<td>R9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
</tr>
<tr>
<td>R10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>10</td>
<td>9</td>
</tr>
<tr>
<td>R11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>10</td>
</tr>
<tr>
<td>R12</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
</tr>
<tr>
<td>R13</td>
<td>12</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>R14</td>
<td>13</td>
<td>12</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
</tr>
<tr>
<td>R15</td>
<td>14</td>
<td>13</td>
<td>12</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>R16</td>
<td>15</td>
<td>14</td>
<td>13</td>
<td>12</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>R17</td>
<td>16</td>
<td>15</td>
<td>14</td>
<td>13</td>
<td>12</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>R18</td>
<td>17</td>
<td>16</td>
<td>15</td>
<td>14</td>
<td>13</td>
<td>12</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>R19</td>
<td>18</td>
<td>17</td>
<td>16</td>
<td>15</td>
<td>14</td>
<td>13</td>
<td>12</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>R20</td>
<td>19</td>
<td>18</td>
<td>17</td>
<td>16</td>
<td>15</td>
<td>14</td>
<td>13</td>
<td>12</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>R21</td>
<td>20</td>
<td>19</td>
<td>18</td>
<td>17</td>
<td>16</td>
<td>15</td>
<td>14</td>
<td>13</td>
<td>12</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>R22</td>
<td>21</td>
<td>20</td>
<td>19</td>
<td>18</td>
<td>17</td>
<td>16</td>
<td>15</td>
<td>14</td>
<td>13</td>
<td>12</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>R23</td>
<td>22</td>
<td>21</td>
<td>20</td>
<td>19</td>
<td>18</td>
<td>17</td>
<td>16</td>
<td>15</td>
<td>14</td>
<td>13</td>
<td>12</td>
<td>11</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>0</td>
</tr>
</tbody>
</table>
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. 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) 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.

3. Assignment Methodology

a. Group reserve pilots by number of days of remaining reserve availability and rank by:

1) flight credit accumulation, low to high, if equal, then by
2) seniority, senior to junior;
3) a pilot whose days off are in conflict will be bypassed.

b. Sort open trip pairings by trip length.

c. Match open trips with the pilots legal to fly them.

d. 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 moveable day off, the day off would be returned later in the month by mutual agreement (25.K.4.n.5).
e. Assign remaining open trip pairings to those reserve pilots legal to fly them according to their ranking. A pilot who would exceed a pay credit of 72 hours if assigned the trip may be bypassed.

f. When a trip is assigned according to seniority (equal flight credit accumulation among pilots in RAPs matching the assignment), the senior pilot has the option to pass the trip to the next more junior pilot, if available.

4. 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 with the reserve pilot’s consent.

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. A reserve pilot may not be assigned to a training “seat support” position without his concurrence.

g. Reserve assignments will be documented by the Company and made available to pilots.

h. No out-of-domicile reserve duty.

i. No reserve pilot may be placed on the standing available list.

j. A reserve pilot is considered assigned to a trip until released by Crew Scheduling.

k. A reserve pilot shall not be assigned more than 29 block hours within a seven-day period.

l. There shall be no ready-reserve or stand-by reserve system.

m. 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.

n. 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 immoveable days off nor will he be required to perform any other duty or assignment for the Company on his immoveable days off, except under the conditions described in paragraph I.2.c.

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.4.n.5.

4) If Crew Scheduling intends to move a reserve pilot’s moveable day(s) off, it will notify him of the change no later than 72 hours before the affected moveable day off. Example: A pilot is scheduled for reserve duty on June 1, 2, 3, and 4, followed by moveable 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 moveable 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.

5. 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 (moveable or immoveable).

Block of Duty Days—duty day(s) that follow a day off and end with the commencement of the pilot’s next day off (moveable or immoveable).

Block of Workdays—workday(s) that follow a day off and end with the commencement of the pilot’s next day off (moveable or immoveable).

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

1. A regular pilot is entitled to “schedule integrity,” that is, the right to take and remain on his bid trip and not be rescheduled so long as the trip
operates; he is legal to fly the trip under the provisions of the FARs and this Agreement; and his estimated time of arrival on his current flight is no later than 15 minutes prior to his next flight’s scheduled or amended scheduled departure time, or he is displaced as provided in M.2 below.

2. Pilots who have voluntarily added reserve days prior to schedule assignments retain no schedule integrity for the subsequent trip.

3. When a line pilot is displaced from his assigned flight(s) by a management pilot, 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.4.

N. Management Flying

1. A management pilot may displace a line pilot. When a line pilot is displaced from his trip(s), the pilot will be subject to the provisions of Section 25.M.

2. A management pilot may:
   a. be assigned a trip from open flying pursuant to Section 25.G.2.a, Group B.2, or
   b. bid an open time trip pursuant to Section 25.G.1, but not earlier than seven days prior to the report time of the trip.
   c. perform test flights and special events;
   d. evaluate a pilot at the request of the Company or the Association;
   e. conduct training for the purpose of evaluating the training program;
   f. perform other nonrevenue flying.

3. 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 Taping

1. The Company shall maintain a recording system using tapes 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 kept in a secure (locked) storage area in the care of the manager of Crew Scheduling. The manager of Crew Scheduling and the director of Operations shall authorize access to this storage facility. 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 tapes 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 tape will be copied and retained until both parties agree that the tape may be erased. 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 tape-recorded conversation.

4. A log shall be maintained by the manager of Crew Scheduling indicating the date, time, by whom, and reason a tape has been removed for review. No tape will be removed and 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 tape, and/or whether content of a conversation recorded on the tapes may be relevant, such tapes 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. Tapes 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 tape 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. Preferential Bid System

The Company and the Association agree to explore the feasibility of implementing a preferential bidding system. The MEC Scheduling Committee chairman and other Association representatives will be invited to meetings scheduled by the Company with individual vendors. No preferential bidding system will be implemented without a mutually agreed upon Letter of Agreement.

R. 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

It is recognized that the processes described in subsections a, b, e, g, and h below are still subject to manual processing even though they are managed for electronic submission. Such processes will be fully automated at DOS plus six months. At DOS plus six months, the remaining subsections below (c, d, and f) 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

h. Buddy bidding requests (not currently honored)

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. Automation

a. The parties agree to develop methodologies to automate awards for scheduling transactions within Electronic Shift Trade. 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 4.a.1) below.

1) 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) The Association and the Company will jointly review minimum reserve coverage at the end of each bid month for the first six months after initial implementation.

b. Trip Trades (Daily Open Time or Mutual)—trip trades will be processed continuously with daily open time and awarded immediately, in accordance with 25.G.

5. 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.

6. 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.
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.

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.

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 reading file (PRF) 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. Pilot Air Safety Committee—at the committee’s request, the Company will meet with the Air Safety Committee and/or Accident Investigation Committee concerning safety and operational standards and issues. The Company will list the ALPA MEC chairman, the 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 who report to the scene and are assigned as members of groups for the purpose of accident investigation. The Company may grant additional free-from-duty periods. The Company and the Association 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 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 family 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.

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 confidentiality 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.4 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. 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 A321, which is covered in Section 3) 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.

Y. 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.

Z. The Company will provide each pilot with all publications and manuals listed by the FOM as required to perform his duties.

AA. Operations (PRF) Bulletins 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. In addition, the Company will maintain a reading file of pertinent current Operation (PRF) Bulletins at each crew facility.

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. Standing Available List as provided in Section 25.G.7
14. General Solicitation Log
15. Junior Assignment Log as provided in Section 25.J.5
16. Reserve Assignment documentation as provided in Section 25.K.3.d
17. 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. 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. Upon request of either party, the parties will discuss providing retiree benefits to pilots who seek to retire prior to the mandatory retirement age.

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. Cockpit Access Security System

1. The Company and the Association hereby agree to implement and maintain the Air Transport Association CASS Technical Specifications. The Company agrees to comply with all requirements and responsibilities contained therein applicable to Spirit.

2. In the event that the “Recurring Annual Costs” exceed the original estimates, the Company shall assume the increase subject to paragraph 4 below.

3. The Company and the Association agree to conduct meetings within 10 days of a requested meeting by either party to amend this paragraph in the event the constraints listed in paragraphs 3.A below occur:

   a. Any technology (including ODBC compliance) issues of the CASS system that prevents implementation or impacts service following implementation.

4. If recurring annual costs estimates, or actual annual cost estimates once the CASS project is commenced, or the costs or revenues to address a technology issue (in each case on a per-pilot basis) exceed the estimated present annual per pilot cost of $50, then the Company shall have no obligation to continue the CASS program, unless the Association agrees to pay, on an ongoing basis, all amounts in excess of the $50 per-pilot cost, for all pilots.

5. The Company and Association agree to meet within 10 days of a requested meeting by either party and prior to the Company’s invoking the terms of paragraph 4 above.

6. The Association agrees that it waives any claim for any pay for training for the CASS system.
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 Contract Compliance MOU, ASAP MOU, and FOQA LOA are appended to this section below.
Memorandum of Understanding on Contract Compliance

In recognition of the fact that the parties suffer under a significant backlog of grievances, and with the understanding that arbitration of such matters can be difficult to schedule, costly, and time consuming, the parties agree to adopt the following remedial measures to ensure contract compliance and expeditious resolution of disputes:

1. Upon reaching a ratified agreement, the parties will create an official bargaining history of all amended sections of the collective bargaining agreement. This history will be made before a court reporter and preserved by both sides. It is agreed that this memorialized bargaining history will be the definitive record of the parties’ bargaining conduct and intent on the amended sections, and shall be admissible as such in arbitration or other litigation. Previous negotiating history concerning subjects addressed by the amended sections can only be referenced if the history memorialized by both sides does not deal with the issue in dispute, or if the parties have incorporated such prior history into the official bargaining history.

2. Within a week of DOS, the parties will engage in a 30-day review of all pending interpretive grievances for the purpose of settling all pending matters. The parties will ask for the assistance of the National Mediation Board in resolving such disputes. Any grievances that cannot be resolved within this time frame will be appealed to arbitration, and the earliest dates offered by panel members will be accepted. In light of the need to clear the docket, the parties agree to adopt special expedited procedures to resolve such pending disputes in which arbitrators will be assigned to resolve all pending disputes on a consolidated, section-by-section basis, rather than as single grievances, and each side’s presentation on a particular dispute will be limited to explanation of its position and supporting exhibits. Clarifying questions may be asked by the panel or opposing advocate. Both sides may present oral summations, but there will be no post-hearing briefs.

3. New interpretive disputes that arise under the amended agreement will be handled in accordance with the normal procedures contained in Sections 20 and 21 of the parties’ amended agreement, but it will be the responsibility of each party to ensure availability of advocate, and no arbitration date may be refused due to unavailability of advocate or witnesses who are in the employ of either party.
SPIRIT 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 scheduled passenger service within North America, South America, Caribbean Islands and Central America. GTIA operates 37 aircraft, and employs approximately 500 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, FAA Order 2150.3A,
Compliance and Enforcement Program, and Compliance/Enforcement Bulletin No. 90-6).

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.

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 (UTRS) to the Director of Flight Safety, ATTN: ASAP Manager. If the Electronic Reporting (UTRS) 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 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 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 noncompliance 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 G71A 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 (UTRS) 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 (UTRS) 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 twice 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 2150.3A. 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.

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 and Informal Action. Notwithstanding the criteria in paragraph 205 of FAA Order 2150.3A, possible noncompliance with 14 CFR disclosed in a non sole-source ASAP report that is covered under the program and supported by sufficient evidence will be addressed with administrative or informal action (i.e., a FAA Warning Notice or FAA Letter of Correction, as appropriate for administrative action, or written or oral counseling for informal action). 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-sole-source report, the ERC may employ the Enforcement Decision Tool (EDT)-Individual matrix and associated guidance found in FAA Order 2150.3A, CHG 31, to determine, through ERC consensus under the ASAP process, whether the accepted non-sole-source ASAP report should be closed with administrative or informal action (and corrective action if appropriate). Accepted non sole-source reports for which there is not sufficient evidence will be closed with a FAA Letter of No Action.

c. Sole-Source Reports. 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 reexamination 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 from pilots in the ASAP section of the ASAP Quarterly Report publication quarterly. The synopsis will include enough information so that pilots can identify their reports. Employee names, however, will not be included in the synopsis. The outcome of each report will be published. 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 GOM. Each GTIA pilot and manager will receive written guidance outlining the details of the program at least two (2) weeks before the program begins. Each pilot will also
receive additional instruction concerning the program during the next 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.

[Signatures]

MEC Chairman, Air Line Pilots Association, Date

Director, Safety, Spirit Airlines, Inc Date

Manager, FAA CHDO for Spirit Airlines, Inc 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 AIR LINE 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 (FDAU), 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 interest (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 (FDAU).** 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 FDAUs have a second processor and memory module that enables them to perform additional Aircraft Condition Monitoring System (ACMS) functions/reports. The FDAU can provide data and predefined reports to the cockpit printer, directly to Aircraft Communications Addressing and Reporting System (ACARS) for transmittal to the ground, or to a Quick Access Recorder (QAR) for recording/storage of raw flight data. The FDAU can also display data for the flightcrew.

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 Pilot's 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 FCQA 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 exceedences 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 exceedences 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:

L36-7
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 one 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 – SFA ALPA MEC, Chairman.

L36-8
Section 27

Insurance Benefits

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:

<table>
<thead>
<tr>
<th>Health Fund Diamond</th>
<th>POS – Plan A</th>
<th>POS – Plan B</th>
<th>Select (EPO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>EE</td>
<td>$22.92</td>
<td>EE</td>
<td>$83.51</td>
</tr>
<tr>
<td>EE + Partner</td>
<td>$173.14</td>
<td>EE + 1 Child</td>
<td>$234.91</td>
</tr>
<tr>
<td>Family</td>
<td>$221.32</td>
<td>EE + 2 Children</td>
<td>$329.83</td>
</tr>
<tr>
<td></td>
<td></td>
<td>EE + 3 Children</td>
<td>$329.83</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Family</td>
<td>$329.83</td>
</tr>
</tbody>
</table>

Effective January 1, 2011, and each January 1 thereafter, 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 $100,000 for captains and $75,000 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. The Company shall make available to pilots a voluntary gap insurance plan for pilots who retire from the Company for the period from their date of retirement until they are eligible for Medicare. The cost of the plan will be borne by the pilot. The Company will act as a facilitator of the plan but shall not be responsible for any administrative or operational expenses. The parties will meet 30 days from the date of ratification of the agreement to finalize providers. The Company will make available to the Association a list of providers with implementation dates within 90 days of ratification.

J. POS-Plan A and POS-Plan B will be amended as follows: 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)

Preventive Care:
Plan A: $1,000 calendar-year maximum applicable to all preventive services received in or out of network.
Plan B: $1,000 calendar-year maximum applicable to all preventive services received in or out of network.

K. There will be no changes to the Health Fund Diamond, Select (EPO), or Puerto Rico Traditional Choice Plans.

L. In addition to the basic Company-paid Long-Term Disability (LTD) coverage (which has a $5,000-per-month maximum monthly benefit amount), the Company shall also offer pilots a buy-up option so that they may buy up to a $10,000-per-month maximum monthly benefit amount.
Section 28

Retirement

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.

C. The Company shall continue to make monthly matching contributions under the Pilots’ 401(k) Plan in an amount equal to 100 percent of a pilot’s voluntary salary deferrals up to the first 8 percent of compensation. On the fourth anniversary of the signing of the agreement, the Company-matching contribution under the Pilots’ 401(k) Plan shall be increased by 1 percent to an amount equal to 100 percent of a pilot’s voluntary salary deferrals up to the first 9 percent of compensation.

D. The Pilots’ 401(k) Plan will be amended to provide that at the end of each plan year the Company will make a true-up matching contribution for pilots who, due to the level of their contributions during a plan year, have had such contributions stopped during the year as a result of having reached the Internal Revenue Code Section 402(g) limit (e.g., $16,500 in 2010), 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 the plan year. This true-up match will be made no later than March 15 following the plan year. To be eligible for the true-up matching contribution, a pilot:

1. must be an active participant in the 401(k) throughout the plan year;

2. must be deferring no less than 8 percent each pay period until reaching the maximum 402(g) contribution limit each 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. Pilot elective contributions and Company-matching 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.
F. 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.

G. Within 120 days from the effective date of this Agreement, 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 mandatory employer contribution on the same basis as the direction of individual account investments.

H. 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.

I. 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.

J. The Spirit Airlines, Inc., Pilot Retirement Savings Plan Adoption Agreement shall be amended by adding 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.
Section 29

Agency Shop and Dues Checkoff

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 between 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 preceding 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.
This page intentionally left blank
Section 31

Duration

This Agreement shall become effective on August 1, 2010, and shall remain in full force and effect through July 31, 2015, except as otherwise provided herein, and shall renew itself without change until each succeeding August 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 no less than 90 days prior to August 1, 2015, or August 1 in any year thereafter.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 1st day of August 2010.

FOR SPIRIT AIRLINES, INC. FOR THE AIR LINE PILOTS ASSOCIATION, INT’L

____________________________   _____________________________
B. Ben Baldanza          John Prater
Chief Executive Officer  President

____________________________   _____________________________
Thomas Canfield          Sean Creed
General Counsel          Chairman, Spirit MEC

____________________________   _____________________________
David Lancelot           Michael Matyas
Chief Financial Officer  Chairman, Negotiating Committee

____________________________   _____________________________
Ken McKenzie              Paul Slotten, Member
Chief Operating Officer  Negotiating Committee

____________________________   _____________________________
Kevin Pyhel, Member
Negotiating Committee
This page intentionally left blank