

Section 1 Recognition and Job Security

B. SCOPE

- Limits the company to not reduce the number of block hours when entering into a code-share agreement, a marketing agreement, an interline agreement, a pro-rate agreement, block space agreement, revenue sharing agreement or joint venture.
- Further limits that the Company will not participate in revenue sharing or joint ventures agreements with other carriers in which Spirit pilots do not perform a portion of the flying to the extent the flying subject to the revenue sharing or joint venture is permitted to be flown by, and is accessible to, the Company.
- Describes the provisions under which the company must follow, if it decides to open a foreign domicile.

C. Successorship

- Describes protections for pilots in the event of successor transaction or merger.

D. Merger Protection

- Describes in detail the processes and protections for the pilot group in the event of a merger and/or acquisition.

E. Acquisitions Not Involving Merger (New Language)

- Describes the protections for the pilot group in the event of an acquisition whereby flight operations will remain separate.

Section 2 Definitions

- Definitions to be modified to reflect new terms - agree to identify and define new terms.

Section 3 – Compensation

A. Seating capacity updated for pay chart, pay chart updated.

- 99-182 seats or up to 190 seats for A320
- A321 Still excluded, override unchanged

C. Pay Overrides

- Added provision for 200% pay for X/Y list trips (see Section 25)
- Added new provision for Flight Duty Period Extension Pay
 - 2 hours above guarantee, even if flight cancels.

N. New Aircraft

- Paragraph moved in entirety from Section 26 and updated to match the seating capacity changes in 3.A.

Section 4 – Minimum Guarantees

G. Preferential Bidding System Letter of Agreement

- New paragraph changes min guarantees upon implementation of PBS. (reference PBS LOA below)

Section 5: Expenses

A. Lodging

- The trigger for a long layover is increased from 15 to 18 hours
- Modified time lines and procedures for selecting and executing hotel contracts.
- New Provision:
“When the Company has not provided a required hotel room or such room is not ready at the time of check-in at the hotel, the pilot may call the Chief Pilot on duty to facilitate a reasonable request for alternate lodging.”

B. Per Diem Allowances

- Increase in per diem from \$2.20 to \$2.25 on DOS.
- Per Diem will increase \$0.02 per year until reaching \$2.33 at DOS+4.
- Establishes a ten (10) mile radius for hotel and per diem requirements for in domicile training.

C. Transportation

- New Provision:
“For pilots who are training in domicile but who do not live in their domicile, the Company will reimburse reasonable transportation costs between the airport and the training facility.”
- Instructors will now be reimbursed for expenses related to car rental, only when assigned out of domicile and the car rental is arranged by the Company.

F. Uniforms

- Removed the requirement to provide a hat, as it is no longer part of the Spirit uniform.

J. Hotel Buyback

- Hotel buyback increased from \$25 to \$50.

L. DTW Parking

- Subsection deleted as no longer relevant because it pertained to the 2007 DTW displacements.

Section 6 Moving Expenses

A. Terms

- Broken Lease Payment
 - Clarification of language, no substantive change

- **Company Paid Move**
 - Clarified terms of “Principal Residence”
 - Moves are now “Company Paid” as opposed to “Reimbursed”
 - Deleted \$10,000 limit on moving expenses
 - Increased mileage reimbursement to \$0.54 per mile per vehicle (up to 2 vehicles) up from \$0.48.
 - Deleted Lump Sum Move provisions
- **Transfer Allowance**
 - Transfer Allowance increased from \$1350 to \$2500.
- **Company Travel Passes (New Provision)**
 - Added provision for one way positive space travel for pilot and dependents on Spirit from old to new Principal Residence.

B. Eligibility

- Clarified eligibility requirements.

C. Time Limit

- Clarified Time Limit language and added a provision for extensions to the time limits
- Updated Moving Expenses Election Form

Section 7 Vacations

A. Vacation Accrual

- Company will now report vacation accrual and balance on a Company designated electronic platform.

B. Annual Vacation Bidding

- The Association will now have input on vacation allotments.
- Moved from 4 rounds of bidding to 5.
- Added provision so that individuals who wish to fly during their vacation may place themselves on the X and/or Y list.
- Deleted provision for Crew Scheduling approval based on 10% reserve coverage as this provision has been obsolete since 2010 with the implementation of the current Red/Green system.

C. Monthly Vacation Bid

- ****New Provision**** Pilots may now bid and be awarded a relief line during a vacation month.
- Vacation will be paid above guarantee on a relief line, however Company duty may be placed on those vacation days. (Cash out option)
- Provision may be affected with PBS

D. Daily Floating Vacation / Mandatory Float Vacation

- Portions of this subsection no longer apply due to becoming obsolete with the implementation of the current Red/Green system. (i.e. 10% reserve coverage)
- MFV will now be awarded per Position (i.e. per seat, per domicile) rather than system wide.
- MFV for reserve will now apply to a block of reserve days vs. a single RAP.

F. Vacation Pay

*See PBS

G. General

- Updated language to current system, as electronic shift trade is currently in use.
- New Subsection
 - Added provision for payout of vacation for a pilot on full time Association Leave.

Section 8 Deadheading

A. Pay

- If a pilot is unable to secure alternate deadhead, the Company will provide accommodations.

B. Seating on Deadhead

- Clarified the process and expanded the provisions for deadhead scheduling and seat assignments.
- 8.B.4 (New Subsection) Pilots will now be upgraded to premium seats (ie. Big front seats or Exit Row) at the gate if available.

Section 9 TRAINING PILOTS

A. General

- Clarified work limitations for non-seniority list instructors.
- Management Pilots may only train other Management Pilots.
- Full-time, non-seniority list Instructors, may only teach portions of initial new hire Ground Training.

B. (New Subsection)

- Added dispute resolution mechanism for disagreements related to this section.
- (New Subsection)
 - Defines Training Pilot

C. Training Pilot Selection and Qualification

- Management Pilots may no longer be Training Pilots.
- Paragraph moved over from Section 11.F.8. for continuity.
- Modified to incorporate new terms.

D. Compensation

- Training Pilot overrides for canceled or rescheduled events will now pay protected.
- Line and standardization observations from the jump seat will now pay \$30/hr vs. \$20/hr.

E. Guarantees

- Clarifies Training Pilot monthly guarantee to be 4.5hrs times the number of training days in a month or as provided by Section 4.A, whichever is greater.

F. Hours of Service

- Line Check airman, observing from the jumpseat, may waive Section 12 limitations.
- Simulator/FTD Instructors limited to 2 doubles in a 7-day period.
 - Simulator check airmen and designated examiners are allowed 3 doubles in a 7-day period.
 - The above limitations apply to line construction only.
 - If a line contains both instruction AND checking then the line shall be limited to 2 doubles.
 - In no event will a Training Pilot be allowed to conduct more than 2 training assignments in one calendar day.
- Non-seniority list instructors have scheduling priority for work they are allowed to perform.
- (New Language) Places certain restrictions for Training Pilots' travel, lodging and Per Diem.

H. Open Training Events

- Defines order in which open training events will be assigned.
- Re-defines eligibility for travel expenses on picked up open training events.

I. Rotational Requirements

- Each Training Pilot must bid for a training position once each quarter.
 - No requirement for a Training Pilot to fly a line.
- Eliminated the requirement for all future line/IOE/OE check airmen to be additionally qualified as either a simulator or FTD instructor or both.

J. Rescheduling

- Improved restrictions on rescheduling of training assignments.

K. Vacation

- Company may bypass a training bid if the Training Pilot's vacation disrupts the training schedule.

N. Miscellaneous

- Canceled training events will now only be rescheduled in accordance with the improved rescheduling restrictions in Section 9.J

O. Temporary Training Instructor Relief

- Eliminates references to LOU 29.

P. Monthly Bidding and Scheduling Notification (NEW LANGUAGE)

- Training schedules will be posted electronically.
- Establishes positive contact requirement for Training Pilot schedule changes.

Section 10 Transfer to Non-Flying or Supervisory Duty

No Substantive Changes

Section 11 Training

A. Training Curriculum

- The Association Training Committee will now be consulted in the establishment and modification of training curriculum instead of having to request such inclusion.

B. Assignment to Training

- Explains that training can only be assigned non-punitively and on a non-individual basis.

C. Initial New Hire Training

- Clarification of ground training, no substantive changes.

D. Ground Training

- Distance Learning LOA incorporated in to this section.

E. Flight Training

- Newly defined.

F. General

- Planning, Scheduling, and Notification of Training
 - Entire subsection moved to Section 25.
- Subsection moved to Section 25
- No substantive changes
- Clarifies that time spent briefing and de-briefing is not included in the 4 hour limitation of flight training.
- A pilot may now waive the 5 day notice requirement of a recurrent check ride.
- Entire sub-subsection moved to Section 9.
- Simulator Training Duty Limitation for Line Pilots
 - Pilot may waive the 12 hour limitation.
- Pilots will not be required to report earlier than 5am for a pre-flight briefing for any check ride or training.
- Entire subsection moved to Section 25.

Section 12 Hours of Service

Preamble-Clarified to include all scheduled service, not just domestic.

A. Rest Periods

- Actual In-Domicile Rest will now be no less than 10 (vs.9) hours from check-out until the next check-in time.
- All trip pairings will be scheduled with at least 10 hours (vs.9) hours between duty periods.
- When away from domicile, a pilot will receive no fewer than 10 hours (vs. 8) between duty periods.

D. Scheduled Weekly, Monthly, and Yearly Limitations

- Changed language from “duty aloft” to “pilot’s total flight time”
- 1000 block hours in any 365 consecutive days vs. calendar year.
- 100 block hours in any 672 consecutive hours vs. calendar month.
- 60 Flight Duty Period (hours) in any 168 consecutive hours vs. calendar days
- 8 hours of flight time between required rest periods, however upon and as part of PBS implementation, this provision shall be superseded and replaced by the applicable terms of the PBS LOA.
- 190 Flight Duty Period (hours) in any 672 consecutive hours.
(The above changes are to bring the section into compliance with the applicable sections of FAR 117)
- Deleted restrictions to projected block hours by June 30th and September 30th.

F. Language deleted as it mirrored old FAR Flight and Duty Limitations, and is now referenced in Section 12.A above.

F. Notification-formally Section 12.H

- Eliminates the requirement for the company to notify a pilot of a delay in excess on 1.5 hour as there are now multiple venues to determine whether a flight is delayed or not.
- “Call” replaces “contact” in sections 12.F.1 &2.

G. (Re-indexed) formally Section 12.J

H. (Re-Indexed) formally Section 12.K

I. Old contract language deleted, moved to Section 4.E.

New contract, re-indexed.

J. (Re-Indexed) formally Section 12.M

Section 13 Leaves of Absence

A. Personal Leaves of Absence

- A pilot on personal LOA will now retain health insurance benefits at the same active employee rate for 60 days vs. current language of 90 days.
- Administrative costs will not exceed 2%.

C. Medical Leaves of Absence

- Allows a probationary pilot who has more than 90 days (improved from 12 month) of service time to take up to 72 months of unpaid medical leave for his own serious medical condition.
 - Pilot will retain health insurance benefits at the same active employee rate for a period of 60 days.
- Administrative costs will not exceed 2%.
- (New Subsection) Defines eligibility for bidding upon return from Medical Leave.

G. Association Leave

- Modified to comply with the Spirit ALPA MEC Policy Manual

H. Federal Flight Deck Officer (FFDO) Leave

- Clarifies that leave for FFDO purposes is limited to *initial* FFDO training.

I. General

- Clarifies the Medical Certificate requirements to return from a Leave of Absence. Allows a Captain who can no longer qualify for a First Class Medical to return with a Second Class Medical so that he may fly as a First Officer.

Section 14 Sick Leave

A. Accrual of Sick Leave

- New Hire will receive 33 hours of sick leave upon completion of training.
- New Hires will accrue 3 hours per month for the remainder of the first year.
- New Hire cap of 60 hours in the first 12 months of employment.
- Non-new hires will accrue 5 hours of sick leave per month. (Currently 4hours)
- Cap will be raised from 400 hours to 700 hours.
- Sick leave accrual balance and usage in current month will now be displayed on a Company designated platform instead of paychecks.

B. Use of Accrued Sick Leave Credit

- Deletes parents and significant others.
- Defines spouse to include domestic partnership etc.

D. Sick Leave Makeup

- Pilot may be placed on the X and/or Y List or reserve.

E. Sick Leave Payouts

- Reflects bank limit increase to 700 hours.

Section 15 Medical Standards, Examinations, and Testing

No Changes

Section 16 Workers' Compensation Benefits

No Changes

Section 17 Missing Internment, Prisoner or Hostage of War, or Hijacking Benefits

No Changes

Section 18 Witnesses and Representatives

A. Clarification of location for System Board hearings.

Section 19 Investigation, Discipline, and Disciplinary Grievances

A. Investigations

No substantive changes.

B. Routine Inquiries by the Chief Pilot

No substantive changes

D. Grievances Pertaining to Discipline

- Matched timelines and procedures to mirror Section 20.D

Section 20 Grievances other than Discipline or Discharge

No substantive changes

Section 21: System Board of Adjustment

E. Selection of Neutral Chairman

- Total of 12 active arbitrators instead of 15 with updated names.
- New language: If none of the arbitrators from the panel are available, the parties may agree to use arbitrators from a list of 7 individuals who are members of the National Academy of Arbitrators.
- An arbitrator may be removed from the panel at any time by mutual agreement of the parties.

Section 22 Seniority

C. Pilots' Seniority List

- Instead of being attached as an appendix to the contract, the seniority list will be available to the pilot group electronically.

Section 23 Reduction in Force, Furlough and Recall

- Added Furlough Pay
- Changes the requirement to keep the company updated of your contact info via email vs. mail.
- Increases period of seniority retention and recall rights to 10 years vs. 7 years.
- Minor changes to process timelines for recall

Section 24 Filling of Positions

B. Positions

- Definition of Temporary Position expanded to a period anticipated to be greater than 8 months vs. old language of 4 months.

C. System-Wide Preference Listing

- Example re-written for clarity.

G. Awarding Positions

- Clarification for the need to possess an ATP certificate to be considered for upgrade to Captain.

H. Temporary Positions

- Definition of Temporary Position expanded to a period anticipated to be greater than 8 months vs. old language of 4 months.
- Clarified filling a temporary position from vacancy bid for temporary position.

Section 25: SCHEDULING

D. Monthly Bid Sequence and Timing

- Bid packages will now be published and distributed electronically.
- Bid packages to be published on the 6th business day vs. the current 8th business day.
- Bidding will now be open for 5 days vs. the current 6 days.
- Transition Open Time will be posted in Electronic Shift Trade no later than 1200 hours Eastern Time on the third day (72 hours) after the closing of the monthly bid and shall remain open for 48 hours.
- Initial Open Time will be posted for bid in Electronic Shift Trade no later than 1700 hours Eastern Time on the next day following the close of Transition Open Time. The Final Schedule will be available at the same time.
- Bidding for Initial Open Time shall close two days following Final Schedule at 1200 hours Eastern Time, and shall be awarded immediately thereafter.

E. Final Schedule-Bid to Bid Conflicts

- All transition modifications will be made in the new month.
 - Except that a single R day may be removed in the current month to accommodate a 30 hour required rest period.
- 29-hour block in 7 days will not constitute conflict within the conflict block.
- Line Holders
 - Conflicts will be resolved without pay protection.
 - Trips that carryover from the current month into the new month may be split in the new month only.
 - Crew Scheduling will add trips or R days only on the days of the originally dropped trips to the maximum extent possible, not to exceed the pilot's original line value plus five (5) hours.
 - A trip may be split even if it does not pass through the pilot's domicile.
 - Training will not be added in the conflict block so as to create non-contiguous days off.
- Reserve Line Holders
 - A reserve day may be dropped by the Company to resolve a conflict and to give the pilot 30 hours free from duty.
 - The reserve pilot will be pay protected for the dropped R day to accommodate the above.
 - R days will be removed to preserve contiguous days of work when possible.
- Transition Open Time
 - Pilots awarded a Regular Line in the new month who had a bid-to-bid conflict resolved may drop trips and/or R days, or trade trips and/or R days with open time within the original conflict block of the new month without restriction, in seniority order, and without pay protection.
 - Adds or trades with open time will be allowed up to the maximum of the Pilot's original line value plus five (5) hours. Current month transactions are subject to adequate reserve coverage.
 - Pilots who create a conflict at or after initial award of their new month line award shall be excluded from Transition Open Time.
- Relief Lines
 - Relief Lines will be awarded after Transition Open Time closes.
 - 29 in 7 to be honored.

F. Initial Open Time Publication

- Mutual R-day trades will be permitted from the "outside in" only.
- Mutual trades resulting in a single R-day will not be allowed.

G. Daily Open Time

- Incorporates the LCR/SCR into the assigning of Daily Open Time.
- Explains the hierarchy of assigning open trips, integrating the X/Y system explained below.

H. Rescheduling

- Rescheduling may not be used to circumvent open time, Green/Red, or junior manning procedures.
- Provisions of this section will only be utilized for the purposes of operational recovery, to prevent flight cancellations or delays.
- A pilot may only be rescheduled within the original trip hour period.
- Before a pilot is rescheduled, scheduling will use all available resources including reserve pilots when available and able to report for a trip so as to not cause any further delay.
- A pilot rescheduled prior to his first leg will be paid above guarantee 1 minute of flight pay for each 2 minutes of wait time from 2 hours after report time until either block-out of the next rescheduled flight leg or release into rest.
- A pilot rescheduled after his flight leg will be paid above guarantee 1 minute of flight pay for each 2 minutes from the later of original scheduled departure time of the next flight or 2 hours after block-in, until either block-out of next rescheduled flight leg or released into rest.
- A pilot who has blocked-in and is scheduled to proceed to the layover hotel may be required to remain at the airport when Scheduling has reasonable cause to believe it will need to reschedule him. In such cases, the pilot will be paid above guarantee 1 minute of flight pay for each 2 minutes from block-in until either block-out of the next scheduled flight leg or release into rest.
- A pilot will submit a form to indicate that he was rescheduled.
- A rescheduled pilot must be rescheduled to return to his domicile no later than the end of his Original Trip Hour Period+4hours.
 - Flying may not be added to the end of a scheduled or rescheduled trip that would result in the pilot returning to domicile following the End of the Original Trip Hour Period (EOTHP).
- If unable to comply with getting the pilot back to domicile within EOTHP +4 due to the unavailability of an NK or OAL flight(s), or CBA or FAR conflict, the pilot will be scheduled to Return To Domicile (RTD) (either operate or DH) as soon as possible, unless there is open flying in the city in which the pilot is located that returns to domicile within the Pilot's remaining flight and duty limits. (with pilot's concurrence)
- If a pilot is rescheduled to RTD and operates the flight, the Pilot will be paid and credited 200% of the value of the RTD duty period above guarantee. A pilot who DHs will be credited above guarantee 1 minute of flight pay for each 2 minutes of duty time > 2hours past End of Trip Hour Period (EOTHP).
- A pilot rescheduled into a duty period on his first scheduled day off, will be paid and credited 200% of the value of that duty period.
 - Pilot shall be returned to his domicile and released into domicile rest as early as possible on NK flight(s) except as provided below.
 - RTD cannot exceed 2 legs, however the pilot may elect to perform additional segments if requested by the company.

- OAL must be booked in cases where there is no NK service that would RTD that day, or in cases where NK service would exceed 2 legs, unless the pilot agrees to be scheduled to RTD on NK.
 - Pilot must be notified of DH or flying responsibilities i.a.w the notification of the reschedule above.
 - A pilot who does not actually fly the segment(s) on the legs will be paid and credited as if he flew the segment(s).
 - A pilot notified of a DH will not be denied release from further duty and alternate DH, and retains pay and per diem as if the DH was completed as scheduled.
- A pilot rescheduled into a duty period on a second or subsequent scheduled day off, will be paid and credited 200% of the value of the original trip, the new rescheduled trip, or any subsequent reschedule, whichever is greater.
 - A Pilot may waive CBA limits to facilitate DH RTD and will be provided positive space DH on NK flights, or at the option of Crew Scheduling, OAL.
 - A Pilot rescheduled as above, or rescheduled to remain overnight in domicile not planned as part of his original schedule will upon request, be provided a company paid hotel room.
 - A pilot may not be rescheduled to facilitate another pilot's training other than displacement i.a.w Section 25.M.
 - A Regular or Relief pilot may not be rescheduled to reserve.
 - A pilot in a duty period or whose next duty period does not touch the hours of 0100-0400 LDT and his rescheduled pairing contains duty within those hours will be paid the greater of the original trip or 200% for that rescheduled trip.
 - When equivalent operational recovery options are available, Scheduling will reschedule the more junior pilot to the extent practicable.

J. X List

- Pilots (including reserves on a day off) will be able to put their name, via Electronic Shift Trade, on a list for assignment within two (2) calendar days.
- These pilots will be considered X List pilots.
- X List pilots will be offered trips beyond three (3) hours of report time.
- X List pilots will only be able to pick up trips in their awarded domicile.
- All X List trips will be paid 200% above guarantee for the trip flown.
- Current Standing Available language deleted.
- Current General Solicitation language deleted.
- After 15 minutes within calling all X pilots the Company may then go to the Y List beyond three hours of report time.
- X List Pilots will be assigned trips in accordance with the X/Y Hierarchy as explained below.

J. Y List

- Pilots (including reserves on a day off) will be able to put their name, via Electronic Shift Trade, on a list for assignment within 3 hours.
- Y List Pilots can be assigned any trips within 3 hours of report time that reserve coverage cannot accommodate.
- Crew Scheduling has discretion to use Y List Pilots even if there is sufficient reserve coverage.
- Pilots may place themselves on the Y List in any Spirit City for which they are able to report within 3 hours.
- All Y List trips will be paid at 200% above guarantee for the trip flown.
- Y List Pilots will be assigned trips in accordance with the X/Y Hierarchy as explained below

X/Y Hierarchy

- X/Y Master lists for each position will initially be ranked in seniority order with all pilots starting at zero (0) X/Y trip credit.
- Upon acceptance of a X/Y List assignment, the pilot will be then move down the list which is sorted by credit from low to high.
- In order for pilots who have listed themselves on the X/Y List to be called by Crew Scheduling they must:
 - Be legal and available for the entire trip.
 - Have no conflict with their subsequent assignment.
- Pilot's will not be eligible for additional X/Y List trips unless:
 - The X/Y List trip credit accumulated is the lowest available.
 - All other pilots with a higher ranking for that day have failed to respond to the X/Y List assignment call.
- There is no limitation to the number of X/Y List trips that a pilot can be assigned to.

J. Company X/Y List responsibilities:

- If no answer to call, Company must leave a message with date and time of the call and trip number/length/and report time being offered.
- Upon implementation of this contract, this system will initially be maintained manually.
- A daily log of all X/Y List assignments and associated information will be published electronically for pilot review by noon the following day.
- This system will be automated as soon as practicable.

J. General

- Y List Pilots may not be deadheaded into another city Spirit serves if there are any X or Y List Pilots in that Spirit City who have not already been offered the trip.
 - This provision does not apply if a DH was published in the bid package for that specific segment.
 - X/Y lists will be reset to zero (0) at 0001 on the first day of January each year.
 - Monthly and Annual Junior Assignment limitations have been deleted.
 - Trip pairings not assigned 15 minutes after the last Y List pilot has been contacted, will be assigned I.A.W Section 25.G and 25.J.

- The Company may use reserve pilots at any point in the X/Y hierarchy at its discretion, but prior to Management Pilots.
- Company Designated Premium Flying
 - The Company may, at its discretion, designate open time trips beyond two (2) calendar days as premium flying.
 - All Company designated premium trips will be paid 200% trip credit above guarantee for the trip flown (scheduled or actual whichever is greater). A pilot is entitled to 200% if he does not operate only in cases of Company-initiated trip removal (e.g., displacement, cancellation).
 - Premium pay for designated trips only applies to trips picked up (adds) in Electronic Shift Bid. Premium pay does not apply for trip trades with open time and/or mutual trades.
 - Premium Pay pickups are not subject to the 29 hours within a seven-day period limitation.

K. Reserve

Long Call Reserve

- Long Call Reserve (LCR) is a 24hr availability period from 0000-2359 LDT.
- LCR lines will only contain only LCR days.
- Pilot will be available for contact for trip assignment or Short Call Reserve (SCR) conversion during the LCR.
- Pilot will return call from Crew Scheduling as soon as practical but within 2 hours.
- Pilot will be available for trip assignment or be available for the assigned SCR RAP within a minimum of 14 hours from the initial attempt to contact.
- While on Long Call Reserve and upon trip assignment, a pilot will be released into to rest until check-in time and commencement of Short Call RAP.
 - LCR Trip Assignment Hierarchy
 - Pilots will be grouped by the number of days of reserve availability remaining.
 - Within each group, pilots electing to be called first will be ranked according to seniority (Senior to Junior) followed by the remaining pilots. (Junior to Senior)
 - Pilots for whom the assignment would credit above guarantee for the month or whose days off are in conflict may be bypassed.
- Pilots must be given a minimum in-domicile rest period following a trip assigned to a Long Call or a trip assigned to a Short Call converted from a Long Call of:
 - 12 hours, or
 - 18 hours if a new assignment would constitute a shift from day to night or night to day.
 - Duty periods touching 0100-0400 LDT are considered a night assignment.
- Pilots will revert to Long Call Reserve after above rest, unless one of the following occur:
 - Pilot was converted to a Short Call Reserve period. Consecutive Short Call Reserve periods must be the same RAP.
 - Pilot was given a new trip assignment.
- A Long Call Reserve converted to Short Call Reserve:
 - The pilot may not be released early into LCR rest.
 - A pilot not assigned a trip by the end of the Short Call Reserve RAP will automatically revert to Long Call Reserve if scheduled for the following day.
- Limitations on Conversion to Short Call Reserve

- A Long Call Reserve must be provided with a specific RAP assignment when notified of conversion to SCR.
- Long Call Reserve days may be converted to no more than four (4) Short Call RAPs in a bid month without the pilot's concurrence.
- Conversion to a Short Call RAP that spans 0000 LDT is considered a single conversion occurrence.
- Each of the first four conversions in any bid month will be paid at 1 hour above guarantee.
- Each subsequent conversion(s) will be paid and credited at 2 hours above guarantee per occurrence.
- Assign conversions using the following criteria:
 - Group Long Call Reserve, and Long Call Reserve converted to Short Call Reserve, that are legal and available for the Short Call RAP to be assigned by number of days remaining reserve availability.
 - Within each group, rank those pilots electing to be called first, senior to junior, followed by the remaining pilots, junior to senior.
 - Pilot's already on a trip assignment will be by-passed.
 - A pilot who has been previously converted 4 times in the current bid month has the option to refuse the conversion and remain on LCR.
- The Company will provide 7 days of future reserve information vs. the current 3 days via Electronic Shift Trade, within 6 months of date of signing.
- There will be a minimum of 2 Long Call Reserve lines offered in each domicile position for each monthly bid period.

Short Call Reserve (SCR)

- Short Call Reserve lines will contain only SCR periods for the position.
- Existing RAPs remain in place.
- SCR assignment hierarchy:
 - Group SCR pilots by the number of days remaining reserve availability.
 - Within each group, rank those pilots electing to be called first, senior to junior, followed by the remaining pilots, junior to senior.
 - Sort open trip pairings by trip length.
 - Match open trips with the pilots legal to fly them.
 - Consider the reserve preference requests and award at the discretion of Scheduling in seniority order. Reserve pilots may preference other trips that do not match the number of days available.
 - If a pilot preferences a trip into a movable day off, the day off would be returned later in the month by mutual agreement. (25.K.4.m.5)
 - Assign remaining open trip pairings to those reserve pilots legal to fly them according to their ranking.
 - A pilot for whom the assignment would credit above guarantee for the month or whose days off are in conflict may be bypassed.
- With the pilot's concurrence Short Call Reserve pilots may be released early into rest and:

- The RAP may be shifted earlier without shift penalty, or
- A trip may be assigned.
- The Pilot will be compensated in accordance with section 25.I.15.

General Provisions

- During the implementation period, a pilot electing to be called first for a Long Call Reserve assignment, Short Call Reserve assignment or any conversion from LCR to SCR assignment shall identify this preference during the monthly bidding.
- Upon implementation of the automated system, a pilot may elect through -out the month whether to be called first for an LCR assignment or conversion from Long Call Reserve to Short Call Reserve assignment.
- All open time will be visible to all pilots at all times via FLICA.
- LCR days and SCR periods may not be dropped from the middle of their block of availability.
 - Days may only be dropped “from the outside in”.
- Mutual trades involving LCR days or SCR periods should be for the same type of reserve duty. (ie No LCR for SCR trades or vice versa)
- Blocks of LCR days may be traded with blocks of SCR periods and vice versa, provided that the revised schedules do not conflict with existing schedules.
- Simulator seat support events may be assigned to reserve pilots with the pilot’s concurrence and are paid above guarantee at 150%.
- LCR days and SCR periods placed into open time must be picked up as an entire block.
 - Such blocks will not influence the Red/Green Grid.
 - Once picked up, such blocks may only be mutually traded in their entirety.
- Pilots can be assigned to SCR in a non-domicile city and the following conditions will apply:
 - “Non-Domicile” refers to any city outside the pilot’s awarded domicile; may be another Spirit domicile.
 - Pilots will be scheduled to return to his domicile no later than the end of his bid RAP on the last day in the block of reserve days.
 - RAP shift limitations apply as if the reserve duty were in-domicile.
 - Pilots will be provided hotel accommodations in accordance with Section 5 for the duration of non-domicile SCR duty.

All duty periods/trips assigned out of domicile will be paid above guarantee i.a.w. Section 4 as amended.

Q. Electronic Shift Trade

- Clarifies the responsibilities of the company in applying different aspects of the Electronic Shift Trade.

R. Assignment to training moved to this section.

Section 26-GENERAL

- F.** Current copy of Agreement will be made available on the EFB.

I. Clarification of ability of Association to place Association related material in mailboxes as long as Company maintains such mailboxes.

O. Association Committees

- Change name of committee to: Central Air Safety Committee.
- Flight loss pay for up to two (2) pilots identified to the company who report to the scene for purposes of an investigation.
- Company will provide 40 hours of flight loss pay per month for Central Air Safety Committee activities.

P. HIMS

- Company will provide twenty (20) hours per month for other HIMS and/or Aeromedical Committee functions.

X. New Aircraft

- Section moved and addressed to Section 3.
(Following paragraphs re-indexed)

AA. (no longer AA)

- Company will no longer maintain a read file in each crew facility.

FF.

- Pilot on LTD may now request travel passes for himself and his immediate family through the chief pilot's office.
- Company will provide pass travel benefits to retired pilots when a pilot's age and number of years of service equal 65 or greater, with a ten (10) year minimum of service.

JJ. Cockpit Access Security System/Known Crewmember Program

- Paragraph condensed to reaffirm the participation in CASS and added KCM participation.
- Maintain the \$50 per pilot company paid cap CASS and added a \$50 per pilot, company paid cap for KCM participation.

OO.

- ASAP MOU and FOQA LOA to be moved to the appendix.

SECTION 27: INSURANCE BENEFITS

B.

- Updates the monthly medical insurance rates.

D.

- Increases Life and AD&D Insurance from \$100,000 to \$200,000 for Captains and from \$75,000 to \$150,00 for First Officers.

I.

- Deleted provision for the company to facilitate pilot paid Gap Insurance.
- Subsection re-indexed. Explains deductibles and/or co-pays, no change from previous book.

K.

- As of the effective date of this Agreement, POS-Plan B will not accept new entrants except that existing POS-Plan B participants as of the effective date of this Agreement who choose to leave the plan may elect to return to the plan.

L. Long Term Disability

- Company paid Long-Term Disability (LTD) coverage (which has a \$5,000-per-month maximum monthly benefit amount) shall include own occupation coverage, as defined below, until mandatory retirement age.
- The Company shall also offer pilots a buy-up option so that they may buy up to a \$15,000-per-month maximum monthly benefit amount.
- The buy-up plan shall also include own occupation coverage until mandatory retirement age.
- Pilots on LTD will have access to medical and dental insurance at active pilot rates for sixty (60) months
- LTD buy-up will not increase by more than five (5) percent at each renewal of the LTD policy during the term of the Agreement. Should the premium decreases, the lower rate will apply.
- Added own occupation definition of disability.

SECTION 28: RETIREMENT

B.

- Clarifies the maximum allowed contribution in accordance with applicable IRS regulations.

C.

- Company will now contribute 11% into 401k plan regardless if the pilot contributes to the plan or not.
- Contribution increases 1% a year for the term of the agreement, reaching 15% on DOS+4.

D.

- Explains the true-up provision for matching contributions for plan years 2017 and 2018.

E.

- Company non-elective contributions under Paragraph 28.C. above that cannot be contributed to a pilot's 401(k) account due to limitations under IRC Sections 415(c) and 401(a)(17) ("Excess Payments") shall be paid directly to the pilot until such time as this Agreement is amended.
- Excess Payments under this provision will be paid before January 31 of the year following the year

SECTION 29 AGENCY SHOP AND DUES CHECKOFF

No Changes

SECTION 30 PAC CHECKOFF

No Changes

SECTION 31: DURATION (NEED)

5-year term, 180 day early opener

PBS Bullet Points

- The Company and the Association ("Parties") agree to work collaboratively to jointly design, test, train, implement, and administer a Preferential Bidding System ("PBS").
- The Parties agree to establish a Joint PBS Working Group ("JPWG"). The JPWG will be comprised of three (3) Company members and three (3) Association members. The Company will select representatives from its employee group at its discretion. The SPA MEC Chairman will select three (3) SPA Association members to represent the Association on the JPWG.
- Association members of the JPWG shall be placed on Company paid Association leave (90 hours per month), receive positive space travel on Spirit Airlines to and from all meetings, company paid hotel and per diem. After six months following implementation of PBS, 70 hours of credit per month (in lieu of credit under Section 25.A.1) shall be divided between the Association Scheduling Committee and the Association members of the JPWG.
- PBS is not intended to alter the terms and conditions of the Parties' Collective Bargaining Agreement including, but not limited to "Red/Green system" and vacation.
- No involuntary Position reductions shall result from PBS implementation.
- Maintains 4 Days off language.

- Pilots will have the ability to waive the 4 days off provision on a six month trial basis.

VACATION:

- Unless otherwise mutually agreed to by the JPWG, open time for any Bid Position shall be no less than four (4) percent of the total bid period pairing credit at the time of Final Schedule.
- For each full vacation period of seven (7) days, the PBS will block up to two (2) additional calendar days as “Inviolate Days Off” at the pilot’s option.
- Inviolate Days Off must be designated by the pilot in the PBS bidding process and must be contiguous with his awarded vacation.
- The pilot will use his vacation accruals if he chooses to be paid for Inviolate Days Off.
- Each designated Inviolate Day Off must be debited from a Reserve Pilot’s vacation bank.
- A pilot may elect to be paid between 12.0 and 36.0 hours per seven-day vacation period.
- All Reserve Days, regardless of RAP, will be credited at 4 hours.
- Known absences (e.g. vacation, leaves of absence, training, Inviolate Days Off) do not count toward minimum days off.
- Pairings will continue to be jointly constructed in accordance with current practice pursuant to Section 25.A.1 of the CBA.
- Explanation of the Vendor selection process.
- Association to have the final say in Vendor selection.
- The selected PBS vendor and/or software shall not be changed except by written mutual agreement of the Parties.
- The Parties intend to implement the PBS within twelve (12) months following final vendor selection.
- The Company shall bear all expenses related to the initial software design, testing, training, administration and operation of PBS.
- If the Parties fail to implement PBS within 12 months, the Parties shall submit all open issues to the dispute resolution process (Arbitration)

- Prior to PBS implementation, the Parties will execute a mutually agreeable MOU memorializing the agreements reached by the JPWG and any Orders/Awards of the arbitrator under Paragraph 21 of this PBS LOA on all aspects of PBS including testing, training, implementation, implementation schedule, and administration of PBS.
- Explanation of the Arbitration process.
- The decision of the arbitrator shall be issued within 5 business days following the hearing and delivered orally. The arbitrator's decision shall be reduced into an Order/Award by the Parties within 2 business days.
- For any JPWG disputes involving PBS parameters, such as credit windows, stacking/unstacking limits, average and target line values that are not currently addressed in the Parties' CBA and/or this PBS LOA, the arbitrator shall consider design, testing, training, implementation, administration and operation of PBS for pilot groups at mainline U.S. carriers, with special consideration given to carriers that operate the same PBS software.
- Explanation of min pay when implementation of PBS is complete.
 - Min 5 hours average per duty period
 - Trip Rigs- 1 hour of pay for every 3.5 hours away from base.
 - Duty Rigs-1 hours for every 2 hours on duty.
- Upon implementation of PBS, reserve day(s) cannot be dropped, except for Mandatory Float Vacation (MFV) pursuant to Section 7.D.
- Upon implementation of PBS, pilots may waive the one check-in per calendar day provision.
- Upon implementation of PBS 8 hours between required rest periods will be replaced and superseded with 9 hours between required rest periods.
- Upon implementation of PBS, all 29 in 7 restrictions will be eliminated.

LOA Fatigue Policy and Procedures

Fatigue Policy & Procedures LOA
Bullet Points

New Fatigue Procedure

- Pilot calls in "fatigued" to scheduling and is immediately put into rest.
- Pilot's sick bank initially covers the portion of trip not flown.

- Fatigue Management Committee reviews the call.
- If they find the call was outside the pilot's control, sick bank restored and trip pay protected.

General

- Fatigue management committee consists of:
 - FRMP Manager or designee
 - ALPA Safety Rep.
 - Company Flight Ops Rep.

Company Representatives cannot be an employee that a line pilot reports either directly or indirectly to.

- A refusal to agree to a FAR 117 extension does not imply fatigue.