

IAM – Spirit Ramp Service CBA Articles

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1 Article 1

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3 RECOGNITION

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5 A. This Agreement is made and entered into in accordance with the provisions of
6 Title II of the Railway Labor Act, between Spirit Airlines, Inc. (referred to in this
7 Agreement as the "Company") and the International Association of Machinists
8 and Aerospace Workers (referred to in this Agreement as the "IAM" or "Union").

9 B. The IAM is the representative union of the Spirit employees comprising the
10 craft or class of Fleet Service Employees as certified by the National Mediation
11 Board in Case R- 7387 on July 08, 2014.

12 C. The purpose of this Agreement is, in the mutual interest of the Company and of
13 the employees, to provide for the operation of the services of the Company under
14 methods which will further to the fullest extent possible the safety of air
15 transportation, the efficiency of operation, and the continuity of employment
16 under conditions of reasonable hours, compensation and working conditions.
17 For the advancement of this purpose, the Company and the Union agree to
18 cooperate fully, both individually and collectively.

19 D. The Company retains the sole and exclusive right to manage, operate, and
20 maintain the efficiency of its business and working forces. This includes, but is
21 not limited to, the right to hire, discipline, suspend and discharge employees for
22 just cause; to hire, promote and demote employees, and maintain discipline and
23 efficiency in the Company's facilities; to determine where and when to operate

1 scheduled or unscheduled flights; to determine the type and location of facilities,
2 equipment, and aircraft the Company will utilize; to sell or discontinue all or part
3 of the business; to sell or lease aircraft or facilities; to determine marketing
4 methods and strategies; to enter into code-sharing , affiliation, or marketing
5 agreements with other carriers; and to invest in other business entities including,
6 without limitation, other air carriers. The exercise of any right reserved herein to
7 management in a particular manner, or the non-exercise of a right, will not
8 operate as a waiver of the Company's rights, nor preclude the Company from
9 exercising the right in a different manner. The rights enumerated above will not
10 be deemed to exclude other preexisting rights of management, except as
11 expressly provided in the Agreement.

12 E. It is understood and agreed that the Company will not lock out any employee
13 covered under this Agreement, and neither the Union nor its members will
14 authorize, encourage or take part in any slowdown, sit down, work stoppage,
15 strike, sympathy strike, picketing (except for informational picketing), or any other
16 activity that would constitute self-help or would constitute concerted activity
17 intended to or which result in interference with the operations of the Company
18 during the life of this Agreement and/or until the procedures of the Railway Labor
19 Act for settling disputes between the parties have been exhausted.

20 F. No employee covered by this Agreement shall in any way cause malicious
21 damage to either the property or reputation of the Company. Any such action
22 shall be cause for immediate discharge. The Union agrees that it will cooperate
23 in preventing such actions.

1 G. Merger Protection:
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3 1. In the event of any merger of the Company with another airline, acquisition of
4 the Company by another airlines, or acquisition by the Company of another
5 airline, which affects the seniority rights of the employees covered by this
6 Agreement, the parties will make their best efforts to integrate the seniority
7 lists in a fair and equitable manner including, where applicable, agreement
8 through collective bargaining between the carriers and the representatives of
9 the employee groups affected. In the event of failure to agree, the dispute
10 shall be resolved in accordance with Sections 2, 3, and 13 of the Allegheny-
11 Mohawk Labor Protective Provisions.

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

2 UNION REPRESENTATION

3 A. UNION SECURITY

4 1. As a condition of employment, all employees of the Company covered by
5 this Agreement will, on the effective date of this Agreement, become and
6 remain members in standing of the Union or, in the alternative, render to
7 the Union a monthly sum equivalent to the standard monthly dues
8 required of the Union members ("Service Fees"). All employees covered
9 by this Agreement and hired on or after the Agreement's Effective Date
10 will comply with these requirements on or before the 60th day following
11 their initial seniority date.

12 2. For the purpose of this Agreement, "membership in good standing in the
13 Union" shall mean that the employee is a member of the Union and not
14 sixty (60) or more calendar days in arrears in the payment of initiation
15 fees, reinstatement fees, membership fees, or Service Fees uniformly
16 required of other employees of the same Union.

17 3. During the term of this Agreement the Company agrees to deduct from the
18 pay of each member of the Union and remit, electronically, to the Union
19 standard initiation (or reinstatement) fees, Service Fees, and monthly
20 membership dues uniformly levied in accordance with the constitution and
21 by-laws of the Union as prescribed by the Railway Labor Act, as
22 amended, provided such member of the Union voluntarily executes
23 form(s), to be known as a dues check-off form. The forms will be provided

1 by the Union and will provide such information as the Company may
2 require to make the deductions. Dues or Service Fees deductions are to
3 be withheld from the first pay check of the month. If a deduction is missed,
4 or in the event an insufficient amount is deducted, the proper adjustment
5 shall be made from the next pay check(s) until collected. The Company
6 will remit to District Lodge 141 the wages withheld for such fees and/or
7 dues. The amount withheld will be deducted from the appropriate
8 paycheck, reported and paid to the Union monthly but no later than the
9 10th of the month following the month in which the deduction(s) were
10 made. The Company shall transmit with the monthly dues or Service Fees
11 the following: employee number; last name; first name; middle initial; the
12 amount of dues or fees deducted; dues rate; rate of pay; station code;
13 department; job; and status of employment.

- 14 4. Dues check-off forms submitted to the Company at least twelve (12) days
15 or more before the first pay date of the month will commence deductions
16 on that date. When a check-off form is submitted to the Company that
17 indicates an initiation (or reinstatement) fee is to be withheld equally from
18 the first two (2) pay checks of the month, dues or Service Fee deductions
19 will commence the following month.
- 20 5. The Company will advise the Union of the name, employee number, hire
21 date, home address, station code, department, and job title of any new
22 hires covered by this Agreement and the names, employee numbers and
23 date of separation or change of employment status of all other employees

1 covered by this Agreement who have been terminated, laid off, retired,
2 transferred, or recalled at the time the Company remits the monies to the
3 Union pursuant to Article 2 A.3. above. The Company will provide this
4 information to the Union in an electronic format.

5 6. It is the sole responsibility of any employee who is not on an automated
6 dues deduction program to keep their membership current by direct
7 payments of monthly dues or Service Fees to the Union.

8 7. If an employee becomes not in "good standing" within the meaning of
9 Article 2 .A.2, he shall be subject to discharge and the following
10 procedures shall apply:

11 a. The General Chair of the Union shall notify the employee in writing,
12 Certified Mail, Return Receipt Requested, along with a copy to the
13 Director of Labor Relations of the Company, that he is delinquent in the
14 payment of fees or dues as specified in Article 2 A.2. and that he is
15 subject to discharge as an employee of the Company. Such letter shall
16 also notify the employee that he must make the required payment to the
17 Financial Secretary of the appropriate local lodge of the Union within
18 twenty-one (21) days of the date of mailing of the notice or be subject to
19 discharge.

20 b. If, upon expiration of the twenty-one (21) day period, the employee
21 remains delinquent, the General Chair of the Union shall certify in writing
22 to the Director of Labor Relations of the Company, with a copy to the
23 employee, that the employee has failed to make the required payment

1 within the twenty-one (21) day grace period provided in paragraph 7.a.
2 above, and therefore is to be discharged. The Director of Labor Relations
3 shall promptly notify the employee involved that he is to be discharged
4 from the service of the Company, and shall so discharge him for his failure
5 to pay or tender the applicable fees or dues as required by the terms of
6 this Article unless the Union and the employee agree otherwise in writing.

7 8. A discharge under the terms of this Article shall only be based upon the
8 failure of the employee to pay or tender payment of dues or fees as
9 specified herein and not because of denial or termination of the
10 membership in the Union upon any other ground.

11 9. The grievance procedures of this Agreement shall not apply to disciplinary
12 or discharge matters arising under this Article.

13 10. No employee covered by this Agreement, including any employee whose
14 employment is terminated pursuant to the provisions of this Article, nor the
15 Union, shall have any claim for loss of time, wages or any other damages
16 against the Company because of the Company's compliance with this
17 Article or because of any alleged violation, misapplication, compliance or
18 non-compliance with any of the provisions of this Article. The Union,
19 however, shall not be prohibited from filing a grievance against the
20 Company for non-compliance with this Article.

21 **B. UNION OFFICIALS**

22 1. In order to provide for orderly and peaceful labor relations, the Company
23 shall recognize the following Union Representatives and their participation

1 in the settling of disputes within the framework of the Grievance

2 Procedure:

3 a. Local Committee - One (1) active employee named by the Union.

4 b. Stewards - One (1) active employee named by the Union for each
5 shift.

6 c. Alternate Stewards – One (1) active employee named by the Union
7 for each shift.

8 d. President and Directing General Chairperson, Assistant General
9 Chairpersons, District Executive Board members, and Grand Lodge
10 Representatives as designated and agreed who will represent the Union
11 with the officials of the Company.

12 2. The Union and Company will, at all times, keep the other party advised
13 through written notice of any change in authorized representatives.

14 3. The Union will notify the Company in writing of the election, appointment,
15 or removal of Union Shop Steward(s) and Committee persons within 30
16 days. The District shall notify the Company in writing of the the General
17 Chair assigned to the property.

18 4. The Committee Chair, or his official alternate, will be permitted a
19 reasonable amount of time during working hours, subject to operational
20 needs and up to a maximum of five (5) working hours per week, without
21 loss of pay, to investigate and present grievances and to meet with
22 designated management representatives and other officials of the
23 Company. Each Committee Member, Shop Steward and Alternate

1 Steward will provide prior notice and report all time spent on Union
2 business to the designated management representative. The Company
3 also will provide the Union a reasonable amount of time to participate in
4 new hire orientation for employees covered under this Agreement not to
5 exceed forty-five (45) minutes.

- 6 5. If requested by the Union and agreed to by the Company, the Local
7 Committee may have their shifts and days-off adjusted on an as needed
8 basis to perform Union business. This time will not result in loss of pay for
9 the Committee. The Company shall reserve the right to cancel such
10 adjustments or requested time off for Union business when necessitated
11 by operational needs.

12 C. UNION TRAVEL AND ACCESS TO COMPANY FACILITIES

13 1. Union Travel. Ramp Agents will be furnished non-revenue transportation
14 on Company aircraft for Company approved Union business.

15 2. Bulletin Boards.

16 a. The Union shall be provided with one bulletin board with a maximum
17 dimension of 3' x 4' acceptable to the Company. This board will be
18 encased in glass with lock and key. The Company and the Local Union
19 representatives will determine the placement of the bulletin board by
20 mutual Agreement.

21 b. The following will not be permitted on the Union board: political,
22 inflammatory, controversial, or derogatory material; and the Union shall
23 remove any such non-permitted postings immediately upon request of

1 the Company. The Union bulletin board will be used solely for the
2 following: Union recreational and social affairs, Union elections, Union
3 appointments and results of Union elections, Union meetings,
4 educational materials related to contract administration, and excerpts
5 from Union publications.

- 6 3. Union Access. The Company will allow a reasonable number of officially
7 designated representative(s) of the Union access to member work areas
8 for the purpose of contract administration provided the designated
9 management representative is given twenty-four (24) hours advanced
10 written notice of the timing and the purpose of the visit. The individual(s)
11 granted access must follow all applicable regulations and airport rules
12 regarding access and escort procedures during all time spent in member
13 work areas, including Security Identification Display Areas (SIDA). The
14 Union's and the designated representatives' access shall not interfere with
15 the Company's operations.
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1 Article 3

2 JOB SCOPE

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4 A. Ramp Service work includes:

- 5 1. Normal and customary work associated with the handling, scanning, and
6 transporting of luggage and material; the loading and unloading of aircraft;
7 the delivery of baggage, material, cargo and mail.
- 8 2. When and where so directed by the Company, normal and customary
9 work associated with the receipt and departure of aircraft; normal and
10 customary work associated with the non-maintenance servicing of aircraft
11 including lavatory and water systems, performing GPU and air start,
12 security checks, and the proper and accurate documentation of luggage
13 and material on weight and balance forms.

14 B. The Company may designate, on a regular or temporary basis, any qualified
15 Ramp Service employee(s) as an Agent(s) in Charge ("AIC"). An Agent in
16 Charge shall perform Ramp Service work and such additional duties as
17 assigned. An employee working as an Agent in Charge will receive an override
18 of \$1.00 per hour in addition to his or her applicable hourly rate.

19 C. Duty assignments will be defined based on the needs of the operation. A duty
20 assignment may consist of a single job assignment, or a combination of two or
21 more job assignments.

- 1 D. Employees may be cross-utilized in or between job classifications and duty
2 assignments covered under this Agreement based on the needs of operation.
- 3 E. Ramp Service work will be performed by employees covered by this Agreement.
4 Supervisors and managers will not normally perform Ramp Service work, and the
5 incidental or occasional performance of such work will not deny any Ramp
6 Service Agent opportunities for compensated work. However, it is the
7 responsibility of all employees of the Company to provide the best customer
8 service and to support the operation. In the event disputes over the extent to
9 which, or circumstances under which supervisory or management personnel
10 perform Ramp Service work arise, the Company and Union will promptly meet
11 and confer in an effort to resolve such matters consistently with these provisions
12 and the negotiating processes that led to this Agreement.
- 13 F. Supervisors are not covered by this Agreement but may perform covered work
14 while on duty, with the understanding that the intent is for a Supervisor to direct,
15 train, evaluate agent performance and support the operation by managing and
16 directing the workforce. A Supervisor may not replace any covered employee or
17 work a scheduled line.
- 18 G. The right to manage and direct the work force, subject to the provisions of this
19 Agreement, is vested in and retained by the Company.
- 20 H. Unless due to business necessity arising from a significant change in Spirit's
21 flight operations or schedules, no employee on the payroll at FLL or on leave of
22 absence with return rights to FLL as of May 14, 2015 shall be laid off by the
23 Company during the term of this Agreement.

1 I. The Company shall not outsource any Ramp Service work at its FLL station
2 during the term of this Agreement.

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1 Article 4

2 HOURS OF SERVICE

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- 4 A. For purposes of computing pay, a workweek shall begin at 0000 hours
- 5 Sunday and end at 2359 hours the following Saturday evening. A standard
- 6 full-time work week will consist of five (5) scheduled work days, and two (2)
- 7 consecutive scheduled days-off, except in the case of schedule rebids,
- 8 employee shift swaps, and for employees whose scheduled days-off are
- 9 Monday and Sunday.
- 10 B. A work day shall be a twenty-four (24) hour period beginning at 0000 hours
- 11 local time.
- 12 C. All time worked shall be considered as time worked on the day during which
- 13 the employee's regular shift began.
- 14 D. Shift periods for Full-Time employees shall be eight and one-half (8 ½)
- 15 consecutive hours, including a one-half (1/2) hour unpaid meal period. If
- 16 longer shifts are required, the Company and the Union will meet and confer
- 17 on this matter prior to any such increase.
- 18 E. Shift periods for Part-Time employees shall be a minimum of three (3) hours.
- 19 A part-time shift exceeding six (6) hours will be inclusive of a one-half (1/2)
- 20 hour unpaid meal period. The Company will make every effort based on the
- 21 needs of service to schedule part-time shifts of at least four (4) hours.
- 22 F. An overtime rate of 1.5 computed on an actual minute basis will be paid for all
- 23 work performed in excess of forty (40) hours in one workweek. The overtime

1 rate shall not apply when an employee voluntarily changes shifts or days-off,
2 or is working a trade or making up time.

- 3 1. Voluntary overtime will be offered first to Part-Time employees on the
4 shift, in Job Seniority order, who have placed themselves on the
5 overtime opportunity list for the applicable day and shift.
- 6 2. Voluntary overtime will be offered next to Full-Time employees on the
7 shift, in Job Seniority order, who have placed themselves on the
8 overtime opportunity list for the applicable day and shift.
- 9 3. If any employee who has placed him/herself on the overtime
10 opportunity list is called and the employee does not answer, or if the
11 employee is otherwise unavailable due to a trade day, leave, vacation,
12 illness or other absence from work; the employee will be immediately
13 by-passed.
- 14 4. The Company may require employees to work overtime on a non-
15 voluntary basis.
- 16 5. No overtime will be worked or paid except at the direction of a
17 Company manager or his/her designee, except in cases of emergency
18 where prior authorization cannot be obtained.

19 G. Award of work shifts, including scheduled start time, shift length and
20 scheduled days-off, shall be based on Job Seniority and the qualification of
21 the employee for the position sought.

22 H. Schedule Rebids

- 1 1. Employees will be given a minimum of seven (7) calendar days' notice
2 when a scheduled re-bid is to take place. The posting shall contain the
3 scheduled start time, shift length, scheduled days-off, and effective
4 date. Once the bidding process is completed, schedule bid awards will
5 be posted a minimum of seven (7) calendar days prior to the effective
6 date of the new work schedule. Employees unavailable to bid at the
7 appointed time may bid by proxy, or by other reliable means
8 established locally.
- 9 2. Active employees who fail to bid will be assigned by Job Seniority an
10 available work schedule within the classification after the completion of
11 the bid. Active employees who report late for bidding, but while the
12 bidding process is ongoing, will be permitted to bid on remaining
13 available shifts at the time they report.
- 14 3. An employee on authorized leave of absence or off due to
15 occupational injury will be permitted to bid in a re-bid of the work
16 schedule provided the Company receives, prior to the start of the
17 bidding period, a notice certifying his/her return to work date which
18 must be within thirty (30) days of the effective date of the bid. If the
19 leave is for medical reasons, the certification of return-to-work must be
20 signed by the employee's treating physician.
- 21 4. Work schedules will be rebid based on the needs of service as
22 determined by the Company but at least three (3) times per calendar
23 year.

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I. If, during a bid period, it becomes necessary to temporarily adjust employees' work schedules, scheduled start times, or days-off, the following procedures shall apply:

1. When it becomes necessary to adjust scheduled days-off; employees subject to adjustment will be given a minimum of five (5) business days' notice.
2. When it becomes necessary to adjust scheduled start times, employees subject to adjustment will be given a minimum of seventy-two (72) hours' notice.
3. Employees may be reassigned between duty assignments and job assignments on a given shift based on the needs of the service as determined by the Company.
5. In the event that the adjustments in this paragraph 4.I. are expected to exceed thirty (30) calendar days in duration, within the first thirty (30) calendar days of such adjustment, the Company will conduct a rebid under paragraph 4.H. above.

Article 5

COMPENSATION

Effective June 14, 2015, employees covered by this Agreement will be paid on an hourly basis consistent with the following scale:

Year of Service	6/14/2015	6/14/2016	6/14/2017	6/14/2018	6/14/2019
1 st Year	\$11.00	\$11.22	\$11.44	\$11.67	\$11.91
2 nd Year	\$11.55	\$11.78	\$12.02	\$12.26	\$12.50
3 rd Year	\$12.01	\$12.25	\$12.50	\$12.75	\$13.00
4 th Year	\$12.49	\$12.74	\$12.99	\$13.25	\$13.52
5 th Year	\$13.50	\$13.77	\$14.05	\$14.33	\$14.61
6 th Year	\$13.77	\$14.05	\$14.33	\$14.61	\$14.91
7 th Year	\$14.01	\$14.29	\$14.58	\$14.87	\$15.16
8 th Year & Above	\$14.33	\$14.62	\$14.91	\$15.21	\$15.51

The wage rate of any employee being paid more than the hourly rate of \$14.33 as of May 18, 2015 will be frozen until he/she would receive a raise as a result of the annual increases specified above.

1 Article 6

2 HOLIDAYS

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4 A. Active Full-Time Employees covered by this Agreement will observe the following
5 holidays:

6 -New Year's Day

7 -Memorial Day

8 -Independence Day

9 -Labor Day

10 -Thanksgiving Day

11 -Christmas Day

12 -2 Floating Holidays as established by the Company

13 If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a
14 holiday falls on a Sunday, it will be observed on the following Monday. A holiday
15 cannot be used as the last or first day of employment.

16 B. Active Full-Time employees will be paid for a holiday as follows:

17 1. Full-Time employees who are required to work on a holiday will receive 2.0
18 their regular straight time rate for all hours worked.

19 2. Full-Time employees not scheduled to work on a holiday, and Full-Time
20 employees scheduled to work but not required to work on a holiday will be
21 paid at their regular straight time rate for the number of hours of their regularly
22 scheduled shift.

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- 1 C. Active Part-Time employees who are required to work on a holiday will receive
2 2.0 their regular straight time rate for all hours worked.
- 3 D. If a holiday falls during a Full-Time employee's scheduled vacation, the Full-Time
4 employee will be given one additional day of vacation to a maximum of his/her
5 regularly scheduled shift. No employee will receive holiday pay and vacation day
6 for the same day.
- 7 E. Employees on a leave of absence or sick leave, with or without pay, are not
8 entitled to receive holiday pay.
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1 Article 7

2 SENIORITY

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4 A. Seniority Defined

- 5 1. Company Seniority begins on an employee's first day of employment with
6 Spirit Airlines, and shall be retained throughout his/her continued employment
7 with Spirit Airlines for the purposes of obtaining benefits, vacation, and travel
8 boarding priority, regardless of departmental transfers. Company seniority
9 will be adjusted for any suspension or for personal leave of absence in
10 excess of thirty (30) days.
- 11 2. Job Seniority begins on an employee's first day of work in any position within
12 the classifications covered by this Agreement. Job seniority is used to
13 determine work schedule, furlough/recall, step increases, vacation bids and
14 transfers.

15 B. Seniority Calculation

16 Seniority is calculated as a comparable value as Full Time Equivalent Hours
17 (FTE) and gives employees credit for hours already worked when changing
18 from Part-Time to Full-Time status. Employees transferring from a Part-Time
19 to Full-Time position will be given credit for their Part-Time service on a one
20 (1) day full-time equivalent seniority for every two (2) days worked as a Part-
21 Time employee if they have been in a Part-Time status for a period of at least
22 one year. When two or more employees hold the same Job Seniority date,
23 Company Seniority will prevail. If the Company Seniority of the employees is

1 the same, the last four digits of the employees' social security numbers will be
2 used to determine their relative seniority, with the lowest number being the
3 more senior.

4 C. Probation

5 1. Newly hired employees will be regarded as probationary for the first 180
6 calendar days of active service in the position.

7 2. Employees may be discharged at any time for any reason during their
8 probationary periods without a hearing.

9 3. The Company may temporarily assign shifts and days-off for employees in
10 their probationary period.

11 4. An employee's probationary period may be extended in cases of an
12 employee's extended absence for the length of his/her absence, in which
13 case the Company will notify the Union.

14 D. An employee will lose all seniority, his/her name will be removed from all
15 seniority lists and his/her employment with the Company terminated if he/she
16 quits or resigns; is discharged for cause; retires; is off payroll for 24 consecutive
17 months other than for furlough; is absent from work for three consecutive days
18 without properly notifying the Company of the reason for his/her absence
19 (AWOL); refuses recall or fails to report within the time allotted after being
20 recalled; or fails to return from an approved leave of absence.

21 E. A seniority list will be posted for 30 days no later than the 7th day of the current
22 month.

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1 Article 8

2 REDUCTION-IN-FORCE AND RECALL

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4 A. If business conditions require a reduction-in-force, Ramp Agents shall be laid
5 off/furloughed in reverse Job Seniority order at their location. The affected
6 employee will retain the right to exercise his/her Job Seniority to bump into
7 another station. The Company may solicit volunteers in Job Seniority order that
8 are willing to accept furlough. The Company also may offer to Full-Time
9 employees, in Job Seniority order, the option to reduce to a Part-Time status to
10 avoid or reduce the impact of a reduction-in-force. Ramp Agents who are
11 furloughed shall continue to accrue Company and Job Seniority. There shall be
12 no loss of accrual rate of vacation, or accrual rate of sick time due to the
13 layoff/furlough. Ramp Agents who are laid off/furloughed will be eligible for
14 recall when business conditions warrant. In the event of a recall, Ramp Agents
15 shall be recalled in Job Seniority order.

16
17 B. It is the sole responsibility of each employee to keep his/her current address and
18 telephone number on file with the Human Resources Department and District
19 Lodge 141. The Company shall be responsible for providing and maintaining a
20 database where all Ramp Agents must update their address and telephone
21 numbers as needed.

1 C. Furlough pay shall be applicable to any Ramp Agent that has one (1) or more
2 years of Job Seniority. Furlough pay shall be one week of pay for each year of
3 service with a minimum of two (2) weeks, and a maximum of six (6) weeks of
4 furlough pay. A Full-Time employee's furlough pay shall be calculated based on
5 a forty (40) hour work week. A Part-Time employee's furlough pay shall be
6 calculated based on a twenty (20) hour work week.

7
8 D. Except as otherwise provided, Fort Lauderdale based employees whose Job
9 Seniority is on or prior to June 14, 2015 will continue to accrue Job Seniority
10 while on furlough. Except as otherwise provided, employees hired after June 14,
11 2015 will retain and continue to accrue seniority for a maximum of five (5) years.

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13 E. A furloughed employee must respond to a notification of recall within seven (7)
14 calendar days. An employee shall have up to fourteen (14) calendar days to
15 report to work after responding to and accepting the notification of recall. If an
16 employee declines recall, or fails to report within the fourteen (14) calendar day
17 period, the employee shall be deemed to have resigned his/her employment with
18 the Company and shall forfeit all recall rights.

19

- 1 1. When the requirements of service permit, Full-Time employees may be
2 eligible for a personal leave of absence (PLOA) after completion of 180 days
3 of employment. The maximum period of time for which a PLOA may be
4 approved is thirty (30) calendar days.
- 5 2. An employee's earned and accrued vacation shall be applied to the leave and
6 the leave will be unpaid once the employee's vacation accruals have been
7 exhausted.
- 8 3. Employees on a PLOA will continue to accrue seniority for thirty days after
9 they convert to an off-payroll status. Employees shall not accrue any
10 vacation or sick time while on a PLOA and are not entitled to any flight
11 benefits until they return to active status.
- 12 4. Employees on formal corrective action or probation shall not be eligible for a
13 PLOA.

14 D. Bereavement Leave

- 15 1. In the event of a death in their immediate family, employees with at least six
16 (6) months of continuous service may take off up to three (3) days off with
17 pay. It is expected that the time off will be taken beginning with the
18 notification of death. Any additional time off may be requested as vacation or
19 as unpaid personal leave. If unpaid personal leave is utilized, a maximum of
20 five (5) unpaid days may be taken.
- 21 2. For purposes of bereavement leave, an employee's immediate family
22 includes: spouse, domestic partner (as listed on the employee's dependent

1 travel profile), child, step-child, adopted child, parent, brother, sister,
2 grandchild, parent-in-law, and the employee's grandparent.

- 3 3. The employee is responsible for notifying his/her supervisor in a timely
4 manner of the need for bereavement leave and he/she will be required to
5 show proof of the death (e.g. death certificate, newspaper obituary, funeral
6 home notice).

7 E. Jury Duty

8 Active Full-Time and regular Part-Time employees are eligible for pay at their
9 straight time rate for their regular work hours missed due to jury duty. An
10 employee is required to provide verification from the court clerk confirming
11 service as a juror to his/her supervisor. In the event an employee is released
12 from jury duty early, he/she is expected to return to work for the remainder of
13 his/her work schedule.

14 F. General

- 15 1. Active Full-Time and regular Part-time employees are eligible for pay at their
16 straight time rate for their regular work hours missed while serving as a
17 witness related to Company business.
- 18 2. An employee shall not accept other employment of any kind while on a leave
19 of absence. An employee who accepts other employment while on a leave
20 will be deemed to have voluntarily resigned from his/her employment with the
21 Company.

- 1 3. If an employee does not return to active service by the first work day following
2 the expiration of his/her approved leave, his/her employment will be
3 terminated by operation of this paragraph, and no separate notice is required.
- 4 4. The Company may hold in abeyance or proceed with any counseling,
5 performance review, or corrective action, including termination, that was
6 contemplated prior to any employee's request for or receipt of a leave of
7 absence or that has come to the Company's attention during the leave. If any
8 action is held in abeyance during the leave of absence, the Company will
9 notify the Union in writing and the Company reserves the right to proceed with
10 the action upon the employee's return. Requesting or receiving a leave of
11 absence in no way relieves employees of their obligation while on the job to
12 perform their job responsibilities capably and up to the Company's
13 expectations and to observe all Company policies, rules and procedures.

14

1 Article 10

2 SICK LEAVE

- 3
- 4 A. The Company will provide Full-Time employees covered by this Agreement, who
- 5 have completed 90 days of active service with the Company, Sick Leave (primary
- 6 and secondary banks) on the same terms and conditions as the Company's
- 7 "general population" hourly employees.
- 8 B. All employees covered by this Agreement are subject to any applicable
- 9 attendance control policy.

1 Article 11

2 VACATION

3
4 A. A Full-Time employee who has completed a minimum of 90 days of active
5 employment with the Company is eligible to accrue and take vacation. Full-time
6 employees will accrue vacation as follows:

<u>Years of Service</u>	<u>Total Hours Per Month</u>
1 to 4 years	6.66 hours/month
5 to 9 years	10.0 hours/month
10 to 19 years	13.3 hours/month
20+ years	16.6 hours/month

7
8
9
10
11
12 B. Vacation accruals expire on December 31st of each calendar year and cannot be
13 carried forward.

14 C. Eligible employees may borrow up to forty (40) hours of vacation before they
15 have accrued it. An employee's vacation accrual balance will show as negative
16 until the employee has accrued enough vacation to repay the borrowed hours. If
17 an employee's employment is terminated (voluntarily or involuntarily) with a
18 negative vacation balance, the negative balance shall be deducted from the
19 employee's final paycheck.

20 D. Every December, each employee will bid, for scheduled vacation for use in the
21 next calendar year, the number of vacation days equal to his/her annual rate of
22 accrual as of December 31st of the current year, except:

- 1 1. An employee who has a negative vacation balance may only bid up to his/her
2 annual rate of accrual less his/her negative balance;
- 3 2. An employee may reserve up to five days to be used on a day-at-a-time basis
4 in the next calendar year.
- 5 E. An employee who has elected to reserve vacation for use on a day-at-a-time
6 basis must schedule and use all of his/her day-at-a-time vacation days prior to
7 November 1st of each year, except for one day. The Company will conduct a
8 bid, on or before November 1st of each year, for employees who have reserved
9 one day-at-a-time vacation day for use on or after November 1st to select the
10 date on which these employees shall use their one remaining day-at-a-time
11 vacation day.
- 12 F. If the Company notifies an employee covered by this Agreement that the
13 operation does not permit the employee to take his/her scheduled bid vacation,
14 the employee may either:
- 15 1. Move the cancelled bid vacation to any remaining open day(s) during
16 the year, or
- 17 2. With the permission of the VP of Airport Services or his designee,
18 schedule and use the cancelled bid vacation day(s) during the 1st
19 quarter of the following year, or elect to receive a pay-out of the
20 cancelled bid vacation day(s) at the end of the calendar year in which
21 the days were accrued.
- 22 Any notification by the Company to an employee covered by this Agreement
23 cancelling scheduled bid vacation shall be provided to the employee in writing.

1 Article 12

2 INSURANCE & OTHER BENEFITS

3
4 A. Insurance and Medical Plans

5 1. The Company will provide full-time employees covered by this Agreement,
6 who have completed a minimum of 90 days of active employment with the
7 Company, the opportunity to be covered by the basic life and AD&D
8 insurance, and the medical, prescription drug, vision dental, and flexible
9 spending account plans the Company offers to its "general population" while
10 he/she is on active payroll.

11 2. The Company will provide employees covered by this Agreement, who have
12 completed a minimum of 90 days of active employment with the Company,
13 the opportunity to obtain optional life and AD&D insurance the Company
14 offers to its "general population" while he/she is on active payroll.

15 B. Retirement Savings Plan (401(k))

16 1. Full-time employees covered by this Agreement will be eligible to participate
17 in the Company's 401(k) plan after a one year waiting period.

18 2. An employee may contribute up to the maximum deduction as provided for by
19 law. The employee's contributions are vested immediately.

20 3. The Company will match up to five (5%) percent of the employee's
21 contribution via salary deferral on a monthly basis.

22

1 4. The Company will absorb the expenses of the 401(k) Plan except for the fees
2 and/or charges related to individual accounts.

3 C. Travel Benefits

4 The Company will provide employees covered by this Agreement, who have
5 completed a minimum of 90 days of active employment with the Company, travel
6 privileges pursuant to its Non-Revenue and Interline Travel Benefits Pass and
7 Free Travel Policy.

1 Article 13

2 UNIFORMS

- 3
- 4 A. Employees are required to wear a uniform while on duty in compliance with
- 5 Company uniform dress code standards. Employees shall keep their uniform
- 6 pieces, at their own expense, in a presentable condition.
- 7 B. The Company will determine the required basic uniform.
- 8 C. Employees are required to purchase the initial basic uniform issue, which
- 9 consists of two (2) bottoms and three (3) tops, through two payroll deductions in
- 10 the amount of \$50.00 per pay period. The Company will reimburse employees
- 11 who successfully complete probation for the cost of their initial basic uniform
- 12 issue.
- 13 D. Replacement of Basic Issue Uniform Pieces:
- 14 1. Basic issue uniform pieces will be replaced at Company expense based on
- 15 appearance and wear, or approximately every eighteen (18) months.
- 16 2. Uniform pieces damaged beyond repair by aircraft fluids, cargo, cargo bins,
- 17 etc. will be replaced by the Company at Company expense.
- 18 3. Employees who lose uniform pieces or damage uniform pieces through
- 19 improper care, maintenance or cleaning, or as a result of failing to wear
- 20 necessary or recommended protective clothing, will be responsible for
- 21 replacing and paying the cost of any damaged uniform pieces.
- 22 E. Employees may purchase additional basic uniform pieces or optional uniform
- 23 pieces at the employee's own expense at any time. Payment for additional basic

1 uniform pieces or optional uniform pieces will be made by the employee in a one-
2 time lump sum at the time of purchase.

3 F. Employees who are terminated or resign from the Company are responsible for
4 paying any outstanding uniform balance. Any outstanding uniform balance will
5 be deducted from the employee's final pay check.

6 G. Protective wear will be provided by the Company as follows: hearing protection
7 (which must be worn by employees exposed to aircraft noise); safety vests; rain
8 gear; face shields and rubber gloves. In addition, knee pads will be provided to
9 employees who may be assigned to the loading/unloading of aircraft at the
10 employee's request.

11

1 Article 14

2 Grievance and System Board Procedure

3 I. GRIEVANCES

4 A. The purpose of this Article is to provide the procedures for the adjustment of disputes
5 concerning employee complaints and grievances arising out of the interpretation or
6 application of the provisions of this Agreement (contract dispute) or arising out of
7 disciplinary or discharge actions taken by the Company (discipline/discharge dispute).

8 B. Definitions

- 9 1. "Grievance" means, in the case of an employee's complaint in a contract dispute, a
10 written document signed by the complaining employee(s) or by a Union representative
11 duly authorized to sign on behalf of such employee(s), alleging a violation of cited
12 provisions of this Agreement by the Company stating the specific facts out of which the
13 complaint arose and making a claim for specific relief.
- 14 2. "Employee" means an employee of the Company covered by this Agreement.
- 15 3. "Filed" or "filing," "issue" and "issued," for purposes of this Article means actual delivery
16 or placement in the mail as evidenced by U.S. postmark.

17 C. Contract Disputes

18 Employee complaints and grievances involving any dispute in connection with the terms of
19 employment or working conditions arising out of the interpretation or application of the
20 provisions of this Agreement will be processed as follows:

21 1. Pre-Grievance – Contract Dispute

- 22 a. Before filing a grievance in a contract dispute case, an employee(s) must present his
23 or her complaint directly, or through his or her local committee, to local
24 management. This presentation may be verbal but must be made within ten (10)
25 calendar days after the date on which the employee(s) knew or reasonably should
26 have been expected to know of the cause giving rise to the complaint. Local
27 management will discuss the complaint with the employee(s) and/or the local
28 committee or steward in an effort to reach a satisfactory resolution of the dispute
29 and will provide a verbal or written reply to the employee(s) and/or the local
30 committee within ten (10) calendar days.

1 b. If the dispute is not resolved at the pre-grievance step, the dispute may be
2 presented for further consideration if a grievance is filed in compliance with the
3 requirements set forth below.

4 2. Grievance Step One – Contract Dispute

5 a. A grievance must be filed with the Company’s Step One Hearing Officer within ten
6 (10) calendar days after the issuance of the Pre-Grievance reply (Article 14.I.C.1.b.).

7 b. The grievance should contain, at a minimum, a statement of the specific facts out of
8 which the employee’s complaint arose, a citation of each provision of this
9 Agreement alleged to have been violated, the name(s) and employee numbers of
10 the aggrieved employee(s) and a claim for specific relief. The grievance must also
11 be signed by the complaining employee(s) or by a Union representative duly
12 authorized to sign on behalf of such employee(s).

13 c. Upon receipt of a grievance, the Company’s Step One hearing officer will notify the
14 local committee of the time and date for hearing which will be commenced within
15 ten (10) calendar days after the date on which the Step One hearing officer received
16 the grievance. The purpose of the hearing will be to afford the grievant and/or the
17 local committee and the Company an opportunity to discuss the facts and
18 arguments relevant to the dispute and to attempt to reach a satisfactory settlement
19 without prejudice to the parties’ respective positions at any subsequent arbitration
20 hearing.

21 d. The Company’s Step One Hearing Officer will issue a written decision to the local
22 committee within ten (10) calendar days after the conclusion of the Step One
23 grievance hearing.

24 e. The decision of the Company’s Step One Hearing Officer may be appealed and the
25 grievance presented for further consideration at Step Two of the grievance
26 procedure if the local committee notifies the Company’s Step Two Hearing Officer,
27 in writing, within ten (10) calendar days of the date the Step One Hearing Officer’s
28 decision was issued. If an appeal is not made in compliance with this Article, the
29 decision of the Company’s Step One hearing office will be final and not subject to
30 further appeal.

31
32

1 3. Grievance Step Two – Contract Dispute

- 2 a. An appeal of a grievance to Step Two must be made, in writing, signed by the
3 grievant(s) or by a Union representative duly authorized to sign on behalf of such
4 employee(s), and filed with the Company’s Step Two hearing officer and the
5 Company’s Director of Labor Relations within ten (10) calendar days of the date of
6 issuance of the decision of the Step One hearing officer.
- 7 b. Upon receipt of an appeal, the Company’s Step Two hearing officer will notify the
8 Union of the time and date for the hearing which will be commenced within ten (10)
9 calendar days of the date on which the Step Two hearing officer received the
10 appeal. The purpose of the Step Two hearing will be to afford the grievant and/or
11 Union representative and the Company an opportunity to discuss the facts and
12 arguments relevant to the dispute in an attempt to reach a satisfactory settlement
13 without prejudice to the parties’ respective positions at any subsequent arbitration
14 hearing.
- 15 c. The Company’s Step Two Hearing Officer will issue a written decision on the appeal
16 to the Union within ten (10) calendar days after the conclusion of the Step Two
17 hearing.
- 18 d. The decision of the Step Two hearing officer may be appealed and the dispute
19 submitted to the System Board or Adjustment in compliance with the provisions of
20 Article 14. II. System Board of Adjustment of this Agreement. If a submission is not
21 made in compliance with the provisions of Article 14 II.G., the decision of the Step
22 Two hearing office will be final and not subject to further appeal.

23 D. Issuance of Discipline

24 No employee who has successfully completed his probationary period will be disciplined to
25 the extent of loss of pay or discharge without being advised in writing of the charge(s)
26 preferred against him leading to such action. Such notice, or notice of any other disciplinary
27 action, shall be presented to the employee no later than thirty (30) days from the date
28 Management learns of the incident upon which such charge(s) is based, with a copy to the
29 local committee and Assistant General Chairman.

30 E. Discipline or Discharge Grievance

31 Employee grievances arising out of discipline or discharge actions taken by the Company will
32 be handled as follows:

1 1. Grievance Step One – Discipline/Discharge Dispute

2 a. Any non-probationary employee who has been disciplined or discharged by the
3 Company may contest the Company’s action by filing a grievance with the
4 Company’s Step One hearing officer within seven (7) calendar days after the date of
5 issuance of his or her written notice of discipline or discharge.

6 b. Upon receipt of a grievance, the Company’s Step One hearing officer will notify the
7 employee and the local committee of the time and date of the hearing which will
8 commence within ten (10) calendar days of the date the Step One hearing officer
9 received the grievance. The purpose of the hearing will be to afford the grievant
10 and his/her Union representative and the Company an opportunity to discuss the
11 facts and arguments relevant to the dispute in an attempt to reach a satisfactory
12 settlement without prejudice to the parties’ respective positions at any subsequent
13 arbitration hearing. The Company’s Step One Hearing Officer will issue a written
14 decision to the Union within ten (10) calendar days after the conclusion of the Step
15 One grievance hearing.

16 c. The decision of the Company’s Step One Hearing Officer may be appealed and the
17 grievance presented for further consideration at Step Two of the grievance
18 procedure if the local committee notifies the Company’s Step Two Hearing Officer,
19 in writing, within ten (10) calendar days of the date the Step One Hearing Officer’s
20 decision was issued. If an appeal is not made in compliance with this Article, the
21 decision of the Company’s Step One hearing office will be final and not subject to
22 further appeal.

23 2. Grievance Step Two – Discipline/Discharge Dispute

24 a. An appeal of a discipline or discharge grievance to Step Two must be made in
25 writing; signed by the grievant and his or her duly authorized union
26 representative; and filed with the Company’s Step Two hearing officer and the
27 Director of Labor Relations within ten (10) days of the date of issuance of the
28 decision of the Step One hearing officer.

29 b. Upon receipt of an appeal, the Company’s Step Two hearing officer will notify
30 the Union of the time and date for the hearing which will be commenced within
31 ten (10) calendar days after the date on which the Step Two hearing officer
32 received the appeal. The purpose of the hearing will be to afford the grievant

1 and his/her Union representative and the Company an opportunity to discuss
2 the facts and arguments relevant to the dispute in an attempt to reach a
3 satisfactory settlement without prejudice to the parties' respective positions at
4 any subsequent arbitration hearing.

5 c. The Company's Step Two Hearing Officer will issue a written decision on the
6 appeal to the Union within ten (10) calendar days after the conclusion of the
7 Step Two hearing.

8 d. The decision of the Step Two hearing officer may be appealed and the dispute
9 submitted to the System Board or Adjustment in compliance with the provisions
10 of Article 14. II. System Board of Adjustment of this Agreement. If a submission
11 is not made in compliance with the provisions of Article 14.II.G., the decision of
12 the Step Two hearing office will be final and not subject to further appeal.

13 F. General

14 1. The time limits set forth in this article may be extended or waived only by
15 mutual, written agreement of the parties.

16 2. Noncompliance with the time limit requirements set forth in paragraphs I.C.1.a.,
17 I.C.2.a., I.C.3.a., I.C.3.d., I.D., I.E.1.a., I.E.2.a. or I.E.2.d. of this Article 14 may be
18 raised as an affirmative defense by any party or hearing officer at any stage of
19 the grievance or System Board or Adjustment proceedings, and such
20 noncompliance shall result in an award in favor of the party raising the defense.

21 3. Failure of the Company to answer a grievance within the prescribed time limits
22 at any step automatically moves the grievance to the next step of the grievance
23 procedure effective on the deadline date.

24 4. Failure of the employee and his Union representatives to comply with any of the
25 prescribed time limits will withdraw any such grievances from further
26 consideration.

27 5. Wage claims will not be valid and collectible for a period earlier than 30
28 calendar days prior to the date of the grievance. However, nothing herein will
29 preclude the correction of a purely clerical or accounting error at any time.

30 6. Rejected offers made by the Company or the Union for settlement of employee
31 complaints and grievances will be of no value and will be inadmissible in any
32 grievance or System Board of Adjustment hearing.

1 7. Settlements of complaints and grievances at the Pre-Grievance or Step One
2 level will not be of any value in the interpretation of this Agreement nor will
3 they set or be of any value as precedent for the handling of other similar
4 matters, and they will be without prejudice to either the position of the
5 Company or the Union on the issues raised.

6 8. The Step One and Step Two grievance hearings will not be heard by the same
7 manager or Company official unless agreed to by the Union.

8 Probationary employees may be disciplined or discharged at the Company's discretion and no
9 probationary employee shall have the right to grieve any disciplinary or discharge action of the
10 Company.

11
12 **II. SYSTEM BOARD OF ADJUSTMENT**

13 A. Establishment and Purpose

14 In compliance with Section 204, Title II, of the Railway Labor Act, as amended, there is
15 hereby established a System Board of Adjustment ("System Board" or "Board") for the
16 purpose of adjusting and deciding disputes which may arise out of the interpretation
17 and/or application of the Agreement or an alleged violation of the Agreement, or
18 disciplinary or discharge action taken against a Ramp Agent. Such Board shall be known
19 as the "Spirit Airlines Ramp Agent System Board of Adjustment".

20 B. The System Board of Adjustment shall consist of three members, one appointed by the
21 Company, one appointed by the Union and, for each dispute, one member (hereinafter
22 referred to as the neutral member) selected in accordance with paragraph II.I. of this
23 Article. Unless the Company and the Union agree upon a combination of cases to be
24 presented to a neutral member, each case presented to the Board shall be treated as a
25 separate case.

26 C. The Company member and the Union member shall serve until a successor is duly
27 appointed. The Company member and the Union member shall be full-time Company
28 employees.

29 D. The Board shall have jurisdiction over disputes between any employee covered by this
30 Agreement and the Company growing out of a grievance concerning a discipline or
31 discharge action or interpretation or application of any of the terms of this Agreement.

1 The jurisdiction of the Board shall not extend to proposed changes in hours of
2 employment, basic rates of compensation or working conditions covered by this
3 Agreement or any amendment hereto.

4 E. The Board shall consider any dispute properly submitted to it by any General Chair of
5 the Union or by the Director of Labor Relations of the Company when such dispute has
6 not been previously settled in accordance with the terms provided for in this
7 Agreement.

8 F. The neutral member of the Board shall preside at meetings and hearings of the Board
9 and shall be designated as the Chair of the System Board of Adjustment. It shall be the
10 responsibility of the Chair to guide the parties in the presentation of testimony, exhibits,
11 and argument at hearings to the end that a fair, prompt and orderly hearing of the
12 dispute is afforded. The Board shall meet in the city where the Company's headquarters
13 is maintained unless a different place of meeting is agreed upon by the Board and the
14 parties.

15 G. All disputes properly referred by the Union to the Board for consideration shall be filed
16 with the Company's Director of Labor Relations by Notice of Appeal and must be
17 electronically transmitted or postmarked within forty (40) calendar days after final
18 decision in the last step of the grievance procedure as set forth in Article 14. All
19 disputes properly referred by the Company to the Board for consideration shall be filed
20 with the President/Directing General Chair of the Union by a Notice of Submission which
21 must be electronically transmitted or postmarked within forty (40) days after the
22 Director of Labor Relations knew or should reasonably have been expected to know of
23 the cause giving rise to the dispute.

24 H. A Notice of appeal to the System Board shall include:

- 25 1. The question at issue;
- 26 2. Statement of the facts;
- 27 3. Position of the grievant and the provisions of the contract allegedly
28 violated.

29 I. The appointment of an arbitrator to serve with the Board Members for a particular
30 arbitration shall be by mutual agreement between the parties from a panel to be

1 determined by mutual agreement of the parties (which will be attached as Appendix A to
2 this Agreement) or, if the parties are unable to reach agreement, by the alternate strike
3 method whereby each party shall alternately strike the name of a panel member with the
4 last remaining panel member being the neutral arbitrator for the subject arbitration.
5

6 J. Composition of the panel of arbitrators may be reviewed by the Company and the Union
7 each June 1st and substitutions, deletions and additions may be accomplished by mutual
8 agreement.
9

10 K. The number of witnesses called may not interfere with the operational needs of the
11 Company.
12

13 L. General Provisions:

- 14 1. Decisions of the Board shall be by a majority vote and shall be final and binding on all
15 parties.
- 16 2. Decisions of the Board in all cases properly referable to it shall be precedent-setting on
17 the parties.
- 18 3. Each Board Member shall be free to discharge his or her duty in an independent
19 manner, without fear that his or her individual relations with the Company, the Union or
20 the Ramp Agent may be affected in any matter by any action taken by him or her in
21 good faith in his or her capacity as a Board Member.
- 22 4. Each party will assume the travel expenses and other expenses of its Board Member and
23 witnesses. At an Arbitration Board hearing, the Company and Union will share the
24 expenses of any witnesses who are summoned by the Board. Witnesses who are
25 employees of the Company will receive free transportation over the lines of the
26 Company from the point of duty or assignment to the point at which they must appear
27 as witnesses and return to the extent permitted by law. The number of witnesses will
28 be limited to those that are essential to address the issue at hand.
- 29 5. A stenographic transcript will be made of each hearing and one-half (1/2) of the costs
30 shall be borne equally by each party. Should only one (1) of the parties have a
31 stenographic transcript made, that party shall pay the complete cost of the transcript.
32 The other party shall, however, be provided with a copy of the transcript upon request
33 by paying one-half (1/2) of the costs.

1 6. Costs associated with a hearing (e.g., room rental, arbitrator fees and expenses), shall
2 be borne equally by the parties.

3 M. Except as expressly set forth in this Agreement or when the employees or the employer have
4 waived rights or privileges accorded to them, nothing herein shall be construed to limit, restrict
5 or abridge the right or privileges accorded either the employees or the employer, or his or her
6 duly accredited representatives, under the provisions of the Railway Labor Act, as amended.
7

8 **III. MEDIATION PROCESS**

9 The parties may mutually agree to mediate any dispute properly submitted to the System Board
10 of Adjustment, prior to a hearing on the dispute, and pursuant to the following procedures:

- 11
- 12 A. The issues mediated will be the same as the issues the parties have failed to resolve
13 through the grievance process. The presentation of evidence is not limited to that
14 presented at any previous step of the grievance procedure. The rules of evidence will not
15 apply and no transcript of the Mediation Conference shall be made.
16
- 17 B. The grievant(s) will have the right to be present for the presentation of the case. Other
18 attendees will include those individuals needed to be present the parties' positions and to
19 reach agreement with the authority to bind their respective parties. Non-participating
20 observers will not be admitted except by mutual agreement of the parties.
21
- 22 C. The Company and the Union shall each appoint a principal spokesperson for the Mediation
23 Conference.
24
- 25 D. The Mediator has the authority to meet both jointly and separately with the parties,
26 however, the Mediator has no authority to compel resolution of the grievance.
27
- 28 E. Any grievance settled during a Mediation Conference that is intended to be non-precedent
29 setting shall be so stated in a jointly executed settlement agreement.
30
- 31 F. If no settlement is reached during the Mediation Conference, the Mediator shall provide the
32 parties with an immediate oral advisory decision involving the interpretation or application
33 of the collective bargaining agreement, together with the reasons for his decision, unless
34 both parties agree that no opinion shall be provided.
35
- 36 G. The advisory decision of the Mediator, if accepted by the parties, shall not constitute a
37 precedent, unless the parties agree otherwise.
38

- 1 H. Any written material or documentary evidence presented to the Mediator or to the other
2 party shall be returned to the party presenting that material at the end of the Mediation
3 Conference.
4
- 5 I. In the event that a grievance, which has been the subject of a Mediation Conference, is
6 subsequently heard before the System Board of Adjustment, the Mediator may not serve as
7 the arbitrator, nor may he/she be called as a witness by either party in the Board's
8 proceedings. During the System Board proceedings on such a grievance, no reference will
9 be made to the fact that the grievance was the subject of a Mediation Conference, nor will
10 there be any reference to statements made, documents provided, or actions taken by either
11 the Mediator or the participants during the course of a Mediation Conference, unless the
12 party offering such statements, documents or actions would have had access or entitlement
13 to them outside of the Mediation Conference.
14
- 15 J. By agreeing to schedule a Mediation Conference, the parties are not waiving any procedural
16 arguments that they may have regarding the case. Both the Company and the Union
17 reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement
18 to schedule such a conference.
19
- 20 K. All parties in the Mediation Conference, including the Mediator, are barred from
21 disseminating information pertaining to the conference and/or individual grievances to the
22 public, the media or like source.
23
- 24 L. All mediation fees and expenses will be shared equally between the parties. The Mediation
25 Conference will be held in the same location as would a System Board hearing.
26
- 27 M. Mediators will be selected by mutual agreement of the parties. If the parties are unable to
28 agree to a mediator, then either party may write to the other appealing the grievance to the
29 System Board.
30

31 **IV. GRIEVANCE RESOLUTION REVIEW**

32
33 The parties agree to conduct grievance reviews twice yearly including member of the Local
34 Committee and District Offices.
35

36
37

1 Article 15

2 SAFETY & HEALTH

3
4 A. The Company hereby agrees to maintain safe, sanitary and healthful conditions
5 in all facilities. The Company, Union and employees recognize their
6 responsibility in helping to maintain a safe, sanitary, clean and healthy
7 environment. To ensure a safe environment, employees are required to comply
8 with the Company's safety programs, safety policies and procedures.

9 Employees are expected to proactively report unsafe conditions, equipment,
10 tools and practices to a supervisor in the affected work area promptly. It is the
11 responsibility of an injured employee, when physically able, to report an injury to
12 his immediate supervisor during the work period in which the injury occurred.

13 B. The Company, Union and employees will cooperate toward the prevention of
14 work related accidents and the furtherance of aggressive safety programs. A
15 Safety Committee will be established at Fort Lauderdale (FLL) The Committee
16 will be comprised of one Company and one Union representative. Unless agreed
17 to otherwise, the Safety Committee shall meet on a monthly basis and shall keep
18 minutes of all meetings. Safety meetings will last no more than sixty (60)
19 minutes and will be held during the Safety Committee member's normal shift,
20 operation permitting. The subjects discussed and the attendance of the
21 members shall be documented.

- 1 C. The Company shall furnish Personal Protective Equipment (PPE) such as
2 hearing protection, safety vests, face shields and rubber gloves used for
3 hazardous materials handling and/or lavatory servicing. The Company shall
4 provide PPE at no cost to the employee. PPE will be made available to all Ramp
5 Service Agents (RSA) requiring such equipment.
- 6 D. The Company shall furnish first aid equipment and provide appropriate protective
7 clothing for those working with lavatory service equipment and any other
8 hazardous chemicals or fluids and the employee will be required to use such
9 protective clothing while performing such work.
- 10 E. The Company agrees to furnish potable water and access to sanitary fountains.
- 11 F. The Company will make available, at no cost to covered employees, a complete
12 post-exposure evaluation when warranted.
- 13 G. When any new equipment is put into service by the Company that involves
14 covered work, employees covered by this Agreement will be given an opportunity
15 to become familiar with such new equipment, provided, however, that the
16 Company may establish a reasonable time within which such employee must
17 become familiar with such equipment.
- 18 H. Employees covered by this Agreement will be subject to all applicable federal,
19 state, and local regulations and Company policies with respect to the use,
20 possession, testing on reasonable suspicion, and removal from/return to duty
21 requirements involving the use of alcohol, illicit drugs, and other controlled
22 substances. An employee impaired at work, with a confirmed positive test for
23 alcohol, illicit drugs, or other controlled substances will be discharged for cause.

1 However, at the sole discretion of the Company, an employee who is discharged
2 under this provision may be offered an opportunity for conditional reinstatement
3 under such terms and conditions as the Company determines appropriate based
4 on the individual facts and circumstances.

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Article 16

GENERAL AND MISCELLANEOUS

[Reserved for Future Use]

1 Article 17

2 EFFECTIVE DATE AND DURATION

3
4 This Agreement shall become effective on June 14, 2015, and shall remain in full force
5 and effect through June 13, 2020, except as otherwise provided herein, and shall renew
6 itself without change each succeeding June 14 thereafter, unless written notice of
7 intended change is served in accordance with Section 6, Title I, of the Railway Labor
8 Act, as amended, by either party hereto no less than 90 days prior to June 14, 2010, or
9 June 13 in any year thereafter.

10 IN WITNESS HEREOF, the parties hereto have signed this Agreement this ____ day of
11 June, 2016.

12
13 For INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE
14 WORKERS

15 _____
16 _____
17 _____
18 _____

19
20 For SPIRIT AIRLINES, INC.

21 _____
22 _____