

TENTATIVE  
AGREEMENT

between

***spirit***<sup>®</sup>

SPIRIT  
AIRLINES, INC.

and

THE RAMP SERVICE EMPLOYEES

In the service of

SPIRIT AIRLINES, INC. as

represented by the

THE INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS

\_\_\_\_\_ 2021 – \_\_\_\_\_ 2026

IAM – Spirit Ramp Service CBA Articles

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## Article 1

### RECOGNITION

- A. This Agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, between Spirit Airlines, Inc. (referred to in this Agreement as the “Company”) and the International Association of Machinists and Aerospace Workers (referred to in this Agreement as the “IAM” or “Union”).
- B. The IAM is the representative union of the Spirit employees comprising the craft or class of Fleet Service Employees as certified by the National Mediation Board in Case R- 7387 on July 08, 2014.
- C. The purpose of this Agreement is, in the mutual interest of the Company and of the employees, to provide for the operation of the services of the Company under methods which will further to the fullest extent possible the safety of air transportation, the efficiency of operation, and the continuity of employment under conditions of reasonable hours, compensation and working conditions. For the advancement of this purpose, the Company and the Union agree to cooperate fully, both individually and collectively.
- D. The Company retains the sole and exclusive right to manage, operate, and maintain the efficiency of its business and working forces. This includes, but is not limited to, the right to hire, discipline, suspend and discharge employees for just cause; to hire, promote and demote employees, and maintain discipline and efficiency in the Company’s facilities; to determine where and when to operate scheduled or unscheduled flights; to determine the type and location of facilities, equipment, and aircraft the Company will utilize; to sell or discontinue all or part of the business; to sell or lease aircraft or facilities; to determine marketing methods and strategies; to enter into code-sharing, affiliation, or marketing agreements with other carriers; and to invest in other business entities including, without limitation, other air carriers. The exercise of any right reserved herein to management in a particular manner, or the non-exercise of a right, will not operate as a waiver of the Company’s rights, nor preclude the Company from exercising the right in a different manner. The rights enumerated above will not be deemed to exclude other preexisting rights of management, except as expressly provided in the Agreement.

- E. It is understood and agreed that the Company will not lock out any employee covered under this Agreement, and neither the Union nor its members will authorize, encourage or take part in any slowdown, sit down, work stoppage, strike, sympathy strike, picketing (except for informational picketing), or any other activity that would constitute self-help or would constitute concerted activity intended to or which result in interference with the operations of the Company during the life of this Agreement and/or until the procedures of the Railway Labor Act for settling disputes between the parties have been exhausted.
  
- F. No employee covered by this Agreement shall in any way cause malicious damage to either the property or reputation of the Company. Any such action shall be cause for immediate discharge. The Union agrees that it will cooperate in preventing such actions.
  
- G. Merger Protection:
  - 1. In the event of any merger of the Company with another airline, acquisition of the Company by another airlines, or acquisition by the Company of another airline, which affects the seniority rights of the employees covered by this Agreement, the parties will make their best efforts to integrate the seniority lists in a fair and equitable manner including, where applicable, agreement through collective bargaining between the carriers and the representatives of the employee groups affected. In the event of failure to agree, the dispute shall be resolved in accordance with Sections 2, 3, and 13 of the Allegheny-Mohawk Labor Protective Provisions.
  
  - 2. Upon announcement of any transaction which is intended to result in the consolidation of the Company with another air carrier, the parties will meet promptly to negotiate an appropriate fence agreement and to implement a seniority integration process as described above. These discussions shall not be a prerequisite for closing or completing a transaction under this Article.

## Article 2

### UNION REPRESENTATION

#### A. UNION SECURITY

1. As a condition of employment, all employees of the Company covered by this Agreement will, on the effective date of this Agreement, become and remain members in standing of the Union or, in the alternative, render to the Union a monthly sum equivalent to the standard monthly dues required of the Union members ("Service Fees"). All employees covered by this Agreement and hired on or after the Agreement's Effective Date will comply with these requirements on or before the 60<sup>th</sup> day following their initial seniority date.
2. For the purpose of this Agreement, "membership in good standing in the Union" shall mean that the employee is a member of the Union and not sixty (60) or more calendar days in arrears in the payment of initiation fees, reinstatement fees, membership fees, or Service Fees uniformly required of other employees of the same Union.
3. During the term of this Agreement the Company agrees to deduct from the pay of each member of the Union and remit, electronically, to the Union standard initiation (or reinstatement) fees, Service Fees, and monthly membership dues uniformly levied in accordance with the constitution and by-laws of the Union as prescribed by the Railway Labor Act, as amended, provided such member of the Union voluntarily executes form(s), to be known as a dues check-off form. The forms will be provided by the Union and will provide such information as the Company may require to make the deductions. Dues or Service Fees deductions are to be withheld from the first pay check of the month. If a deduction is missed, or in the event an insufficient amount is deducted, the proper adjustment shall be made from the next pay check(s) until collected. The Company will remit to District Lodge 141 the wages withheld for such fees and/or dues. The amount withheld will be deducted from the appropriate paycheck, reported and paid to the Union monthly but no later than the 10<sup>th</sup> of the month following the month in which the deduction(s) were made. The Company shall transmit with the monthly dues or Service Fees the following: employee number; last name; first name;

middle initial; the amount of dues or fees deducted; dues rate; rate of pay; station code; department; job; and status of employment.

4. Dues check-off forms submitted to the Company at least twelve (12) days or more before the first pay date of the month will commence deductions on that date. When a check-off form is submitted to the Company that indicates an initiation (or reinstatement) fee is to be withheld equally from the first two (2) pay checks of the month, dues or Service Fee deductions will commence the following month.
5. The Company will advise the Union of the name, employee number, hire date, home address, station code, department, and job title of any new hires covered by this Agreement and the names, employee numbers and date of separation or change of employment status of all other employees covered by this Agreement who have been terminated, laid off, retired, transferred, or recalled at the time the Company remits the monies to the Union pursuant to Article 2 A.3. above. The Company will provide this information to the Union in an electronic format.
6. It is the sole responsibility of any employee who is not on an automated dues deduction program to keep their membership current by direct payments of monthly dues or Service Fees to the Union.
7. If an employee becomes not in "good standing" within the meaning of Article 2.A.2, he shall be subject to discharge and the following procedures shall apply:
  - a. The General Chair of the Union shall notify the employee in writing, Certified Mail, Return Receipt Requested, along with a copy to the **Senior** Director of Labor Relations of the Company, that he is delinquent in the payment of fees or dues as specified in Article 2 A.2. and that he is subject to discharge as an employee of the Company. Such letter shall also notify the employee that he must make the required payment to the Financial Secretary of the appropriate local lodge of the Union within twenty-one (21) days of the date of mailing of the notice or be subject to discharge.

- b. If, upon expiration of the twenty-one (21) day period, the employee remains delinquent, the General Chair of the Union shall certify in writing to the **Senior** Director of Labor Relations of the Company, with a copy to the employee, that the employee has failed to make the required payment within the twenty-one (21) day grace period provided in paragraph 7.a. above, and therefore is to be discharged. The **Senior** Director of Labor Relations shall promptly notify the employee involved that he is to be discharged from the service of the Company, and shall so discharge him for his failure to pay or tender the applicable fees or dues as required by the terms of this Article unless the Union and the employee agree otherwise in writing.
8. A discharge under the terms of this Article shall only be based upon the failure of the employee to pay or tender payment of dues or fees as specified herein and not because of denial or termination of the membership in the Union upon any other ground.
9. The grievance procedures of this Agreement shall not apply to disciplinary or discharge matters arising under this Article.
10. No employee covered by this Agreement, including any employee whose employment is terminated pursuant to the provisions of this Article, nor the Union, shall have any claim for loss of time, wages or any other damages against the Company because of the Company's compliance with this Article or because of any alleged violation, misapplication, compliance or non-compliance with any of the provisions of this Article. The Union, however, shall not be prohibited from filing a grievance against the Company for non-compliance with this Article.

## B. UNION OFFICIALS

1. In order to provide for orderly and peaceful labor relations, the Company shall recognize the following Union Representatives and their participation in the settling of disputes within the framework of the Grievance Procedure:
  - a. Local Committee - One (1) active employee named by the Union.
  - b. Stewards – ~~One (1)~~ **Three (3)** active employees named by the Union for each shift.

- c. Alternate Stewards – One (1) active employee named by the Union for each shift.
  - d. President and Directing General Chairperson, Assistant General Chairpersons, District Executive Board members, and Grand Lodge Representatives as designated and agreed who will represent the Union with the officials of the Company.
2. The Union and Company will, at all times, keep the other party advised through written notice of any change in authorized representatives.
3. The Union will notify the Company in writing of the election, appointment, or removal of Union Shop Steward(s) and Committee persons within 30 days. The District shall notify the Company in writing of the General Chair assigned to the property.
4. The Committee Chair, or his official alternate, will be permitted a reasonable amount of time during working hours, subject to operational needs and up to a maximum of ~~five (5)~~ **eight (8)** working hours per week **for every 100 Spirit Ramp Service Agent members**, without loss of pay, to investigate and present grievances and to meet with designated management representatives and other officials of the Company. Each Committee Member, Shop Steward and Alternate Steward will provide prior notice and report all time spent on Union business to the designated management representative. The Company also will provide the Union a reasonable amount of time to participate in new hire orientation for employees covered under this Agreement not to exceed ~~forty-five (45)~~ **sixty (60)** minutes.
5. If requested by the Union and agreed to by the Company, the Local Committee may have their shifts and days-off adjusted on an as needed basis to perform Union business. This time will not result in loss of pay for the Committee. The Company shall reserve the right to cancel such adjustments or requested time off for Union business when necessitated by operational needs.



## C. UNION TRAVEL AND ACCESS TO COMPANY FACILITIES

### 1. Union Travel

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

### 2. Bulletin Boards

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

b. The following will not be permitted on the Union board: political, inflammatory, controversial, or derogatory material; and the Union shall remove any such non-permitted postings immediately upon request of the Company. The Union bulletin board will be used solely for the following: Union recreational and social affairs, Union elections, Union appointments and results of Union elections, Union meetings, educational materials related to contract administration, and excerpts from Union publications.

### 3. Union Access

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

Article 3  
JOB SCOPE

- A. Ramp Service work includes:
1. Normal and customary work associated with the handling, scanning, and transporting of luggage and material; the loading and unloading of aircraft; the delivery of baggage, material, cargo and mail.
  2. When and where so directed by the Company, normal and customary work associated with the receipt and departure of aircraft; normal and customary work associated with the non-maintenance servicing of aircraft including lavatory and water systems, performing GPU and air start, security checks, and the proper and accurate documentation of luggage and material on weight and balance forms.
  3. **Training of Ramp Service Agents may be conducted by Covered Employees. Such training will include OJT, AIC, and POA Training, Safety Training, Security Training, and any and all customary work within the Ramp Service job scope.**
- B. The Company may designate, on a regular or temporary basis, any qualified Ramp Service employee(s) **with at least one (1) year of service in the classification** as an Agent(s) in Charge (“AIC”). An Agent in Charge shall perform Ramp Service work and such additional duties as assigned.
- C. Duty assignments will be defined based on the needs of the operation. A duty assignment may consist of a single job assignment, or a combination of two or more job assignments.
- D. Employees may be cross-utilized in or between job classifications and duty assignments covered under this Agreement based on the needs of operation. **The Company will make reasonable efforts as permitted under the circumstances to assign readily available qualified volunteers and in consideration of seniority.**

**(Examples of needs of operation: adverse weather, IROPS, and diversion of aircraft)**

**Example: Local management decides to move an RSA from the bagroom to perform other ramp service agent duty. If a readily available and qualified RSA in the bagroom volunteers, he/she should be reassigned.**

**The purpose of this provision is to ensure local management does not select more senior RSAs for reassignment when there are readily available and qualified volunteers and/or readily available and qualified junior RSAs in that area without any rational justification. If a more senior RSA believes this provision has been violated, he/she is expected to resolve the dispute through the grievance process and not through refusal of the reassignment.**

**If this section is found to be violated the company will pay the grieved employee 4 hours of 1.5 hours rate of pay.**

- E. Ramp Service work will be performed by employees covered by this Agreement. Supervisors and managers will not normally perform Ramp Service work, and the incidental or occasional performance of such work will not deny any Ramp Service Agent opportunities for compensated work. However, it is the responsibility of all employees of the Company to provide the best customer service and to support the operation. In the event disputes over the extent to which, or circumstances under which supervisory or management personnel perform Ramp Service work arise, the Company and Union will promptly meet and confer in an effort to resolve such matters consistently with these provisions and the negotiating processes that led to this Agreement.
- F. Supervisors are not covered by this Agreement but may perform covered work while on duty, with the understanding that the intent is for a Supervisor to direct, train, evaluate agent performance and support the operation by managing and directing the workforce. A Supervisor may not replace any covered employee or work a scheduled line. **If a supervisor or other non-IAM represented person is used to replace any covered employee or to work a scheduled line and overtime has not been exhausted, it will be considered overtime by-pass and the next volunteer on the open line sign-up sheet/electronic form will be credited with the hours worked with a minimum of 4 hours pay at the applicable rate.**

**The Union will be provided access to the overtime sheets/electronic forms and be provided copies upon request.**

- G. The right to manage and direct the work force, subject to the provisions of this Agreement, is vested in and retained by the Company.

- H. Unless due to business necessity arising from a significant change in Spirit's flight operations or schedules, no employee on the payroll at FLL or on leave of absence with return rights to FLL ~~as of May 14, 2015~~ shall be laid off by the Company during the term of this Agreement.
- I. The Company shall not outsource any Ramp Service work at its FLL station during the term of this Agreement.

Article 4  
HOURS OF SERVICE

- A. For purposes of computing pay, a workweek shall begin at 0000 hours Sunday and end at 2359 hours the following Saturday evening. A standard full-time work week will consist of five (5) scheduled work days, and two (2) consecutive scheduled days-off, except in the case of schedule rebids, employee shift swaps, and for employees whose scheduled days-off are Monday and Sunday.
- B. A work day shall be a twenty-four (24) hour period beginning at 0000 hours local time.
- C. All time worked shall be considered as time worked on the day during which the employee's regular shift began.
- D. Shift periods for Full-Time employees shall be eight and one-half (8½) consecutive hours, including a one-half (1/2) hour unpaid meal period. If longer shifts are required, the Company and the Union will meet and confer on this matter prior to any such increase.
- E. Shift periods for Part-Time employees shall be a minimum of three (3) hours. A part-time shift exceeding six (6) hours will be inclusive of a one-half (1/2) hour unpaid meal period. The Company will make every effort based on the needs of service to schedule part-time shifts of at least four (4) hours.
- F. An overtime rate of 1.5 computed on an actual minute basis will be paid for all work performed in excess of forty (40) hours in one workweek. The overtime rate shall not apply when an employee voluntarily changes shifts or days-off, or is working a trade or making up time.
  - 1. Voluntary overtime will be offered first to Part-Time employees on the shift, in Job Seniority order, who have placed themselves on the overtime opportunity list for the applicable day and shift.
  - 2. Voluntary overtime will be offered next to Full-Time employees on the shift, in Job Seniority order, who have placed themselves on the overtime opportunity list for the applicable day and shift.

3. If any employee who has placed him/herself on the overtime opportunity list is called and the employee does not answer, or if the employee is otherwise unavailable due to a trade day, leave, vacation, illness or other absence from work; the employee will be immediately by-passed.
  4. The Company may require employees to work overtime on a non-voluntary basis. **Employees mandated to work overtime on a non-voluntary basis shall be paid at an overtime rate of 1.5 for all hours worked in excess of eight (8) hours regardless of whether the employee has performed work in excess of 40 hours in that work week, and shall be paid at the overtime rate of 2.0 for all hours worked in excess of twelve (12) hours regardless of whether the employee has performed work in excess of 40 hours in that work week. There, however, shall be no pyramiding of overtime rates.**
  5. No overtime will be worked or paid except at the direction of a Company manager or his/her designee, except in cases of emergency where prior authorization cannot be obtained.
  6. **The Company may, at its discretion, designate specific open shifts as premium overtime shifts. All Company designated premium overtime shifts will be paid at an overtime rate of 2.0 computed on an actual minute basis regardless of whether the employee working the premium overtime shift meets the requirements of paragraph F. above.**
- G. Award of work shifts, including scheduled start time, shift length and scheduled days-off, shall be based on Job Seniority and the qualification of the employee for the position sought.
- H. Schedule Rebids
1. Employees will be given a minimum of seven (7) calendar days' notice when a scheduled re-bid is to take place. The posting shall contain the scheduled start time, shift length, scheduled days-off, and effective date. Once the bidding process is completed, schedule bid awards will be posted a minimum of seven (7) calendar days prior to the effective date of the new work schedule. Employees unavailable to bid at the appointed time may bid by proxy, or by other reliable means established locally.

2. Active employees who fail to bid will be assigned by Job Seniority an available work schedule within the classification after the completion of the bid. Active employees who report late for bidding, but while the bidding process is ongoing, will be permitted to bid on remaining available shifts at the time they report.
  3. An employee on authorized leave of absence or off due to occupational injury will be permitted to bid in a re-bid of the work schedule provided the Company receives, prior to the start of the bidding period, a notice certifying his/her return to work date which must be within thirty (30) days of the effective date of the bid. If the leave is for medical reasons, the certification of return-to-work must be signed by the employee's treating physician.
  4. Work schedules will be rebid based on the needs of service as determined by the Company but at least three (3) times per calendar year.
- 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'~~ **five business days'** 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. ~~on a voluntary basis and if no, volunteers, in juniority seniority order.~~ **The Company will make reasonable efforts as permitted under the circumstances to assign readily available and qualified volunteers and in consideration of seniority (See Article 3.D.).**
4. 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:

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

**A. Effective October 24th, 2021, Employees covered by this Agreement will be paid on an hourly basis consistent with the following scale:**

Pay Step	DOS	DOS + 12	DOS + 24	DOS + 36	DOS + 48	Amendable Date
Start	\$16.00	\$16.24	\$16.48	\$16.73	\$16.98	\$17.24
1 Year Anniversary	\$16.50	\$16.75	\$17.00	\$17.25	\$17.51	\$17.78
2 Year Anniversary	\$17.00	\$17.26	\$17.51	\$17.78	\$18.04	\$18.31
3 Year Anniversary	\$17.25	\$17.51	\$17.77	\$18.04	\$18.31	\$18.58
4 Year Anniversary	\$17.80	\$18.07	\$18.34	\$18.61	\$18.89	\$19.18
5 Year Anniversary	\$18.20	\$18.47	\$18.75	\$19.03	\$19.32	\$19.61
6 Year Anniversary	\$18.50	\$18.78	\$19.06	\$19.35	\$19.64	\$19.93
7 Year Anniversary	\$18.80	\$19.08	\$19.37	\$19.66	\$19.95	\$20.25
8 Year Anniversary	\$19.30	\$19.59	\$19.88	\$20.18	\$20.48	\$20.79



9 Year Anniversary	\$22.00	\$22.33	\$22.66	\$23.00	\$23.35	\$23.70
10 Year Anniversary	\$23.00	\$23.35	\$23.70	\$24.05	\$24.41	\$24.78

**B. An Employee working as an Agent in Charge (AIC) will receive \$1.75 per hour in addition to his or her Paragraph A hourly rate.**

**C. An Employee working as a Trainer under this Agreement will receive \$1.75 per hour in addition to his or her Paragraph A hourly rate.**

**D. An Employee's base pay will include his or her Paragraph A hourly rate plus any applicable premiums and/or differentials and will apply to the calculation of pay for any overtime, vacation pay, holiday pay, sick leave pay, travel pay, furlough or severance pay, and pay for occupational illness or injury (OJI).**

## Article 6

### HOLIDAYS

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

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- **Martin Luther King Jr Day**
- ~~21 Floating Holidays as established by the Company~~

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

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

1. Full-Time employees who are required to work on a holiday will receive 2.0 their regular straight time rate for all hours worked.
2. Full-Time employees not scheduled to work on a holiday, and Full-Time employees scheduled to work but not required to work on a holiday will be paid at their regular straight time rate for the number of hours of their regularly scheduled shift.

C. Active Part-Time employees who are required to work on a holiday will receive 2.0 their regular straight time rate for all hours worked.

D. If a holiday falls during **an active a** Full-Time employee's scheduled **bid** vacation, the ~~Full-Time~~ employee will be given one additional day of vacation to a maximum of his/her regularly scheduled shift. No employee will receive holiday pay and vacation day for the same day.

E. Employees on a leave of absence or sick leave, with or without pay, are not entitled to receive holiday pay.

- F. **An employee who is scheduled to work a holiday and reports for his/her holiday shift will be paid 2.0 for the entirety of his/her scheduled holiday shift even if the Company releases him/her early from the shift.**

## Article 7

### SENIORITY

#### A. Seniority Defined

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

#### B. Seniority Calculation

~~Seniority is calculated as a comparable value as Full Time Equivalent Hours (FTE) and gives employees credit for hours already worked when changing from Part-Time to Full-Time status. Employees transferring from a Part-Time to Full-Time position will be given credit for their Part-Time service on a one (1) day full-time equivalent seniority for every two (2) days worked as a Part-Time employee if they have been in a Part-Time status for a period of at least one year. When two or more employees hold the same Job Seniority date, Company Seniority will prevail. If the Company Seniority of the employees is the same, the last four digits of the employees' social security numbers will be used to determine their relative seniority, with the lowest number being the more senior.~~

#### C. Probation

1. Newly hired employees will be regarded as probationary for the first 180 calendar days of active service in the position.
2. Employees may be discharged at any time for any reason during their probationary periods without a hearing.

3. The Company may temporarily assign shifts and days-off for employees in their probationary period.
  4. An employee's probationary period may be extended in cases of an employee's extended absence for the length of his/her absence, in which case the Company will notify the Union.
- D. An employee will lose all seniority, his/her name will be removed from all seniority lists and his/her employment with the Company terminated if he/she quits or resigns; is discharged for cause; retires; is off payroll for 24 consecutive months other than for furlough; is absent from work for three consecutive days without properly notifying the Company of the reason for his/her absence (AWOL); refuses recall or fails to report within the time allotted after being recalled; or fails to return from an approved leave of absence.
- E. A seniority list will be posted for **every** 30 days no later than the 7<sup>th</sup> day of the current month.

Article 8

REDUCTION-IN-FORCE AND RECALL

- A. If business conditions require a reduction-in-force, Ramp Agents shall be laid off/furloughed in reverse Job Seniority order at their location. The affected employee will retain the right to exercise his/her Job Seniority to bump into another station. The Company may solicit volunteers in Job Seniority order that are willing to accept furlough. The Company also may offer to Full-Time employees, in Job Seniority order, the option to reduce to a Part-Time status to avoid or reduce the impact of a reduction-in-force. Ramp Agents who are furloughed shall continue to accrue Company and Job Seniority. There shall be no loss of accrual rate of vacation, or accrual rate of sick time due to the layoff/furlough. Ramp Agents who are laid off/furloughed will be eligible for recall when business conditions warrant. In the event of a recall, Ramp Agents shall be recalled in Job Seniority order.
- B. It is the sole responsibility of each employee to keep his/her current address and telephone number on file with the Human Resources Department and District Lodge 141. The Company shall be responsible for providing and maintaining a database where all Ramp Agents must update their address and telephone numbers as needed.
- C. Furlough pay shall be applicable to any Ramp Agent that has one (1) or more years of Job Seniority. Furlough pay shall be one week of pay for each year of service with a minimum of two (2) weeks, and a maximum of six (6) weeks of furlough pay. A Full-Time employee's furlough pay shall be calculated based on a forty (40) hour work week. A Part-Time employee's furlough pay shall be calculated based on a twenty (20) hour work week. **This furlough pay provision shall not apply where the furlough is occasioned by Acts of God, emergency, labor dispute, or other work stoppages and all other circumstances over which the Company has no control.**
- D. Except as otherwise provided, Fort Lauderdale based employees ~~whose Job Seniority is on or prior to June 14, 2015~~ will continue to accrue Job Seniority, while on furlough. ~~Except as otherwise provided, employees hired after June 14, 2015 will retain and continue to accrue seniority for a maximum of five (5) years.~~

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

## Article 9

### LEAVES OF ABSENCE

#### A. Family Medical Leave

1. The Company will provide unpaid leave to the employees covered by this Agreement consistent with the Family and Medical Leave Act, as amended ("FMLA").
2. Employees shall use any available accrued sick time during an approved FMLA leave.
3. Employees may, at their option, use any accrued vacation time during an approved FMLA leave. An employee, however, cannot incur a negative vacation balance during the leave.
4. Employees on an approved FMLA leave will continue to accrue seniority during the leave. Employees, however, shall not accrue any vacation or sick time while on an unpaid leave. Non-revenue travel benefits will continue consistent with Spirit Airlines' Non-Revenue Travel Policy while the employee is on leave.

#### B. Unpaid Medical Leave of Absence

1. **Upon written request to a Company designated representative accompanied by satisfactory medical evidence of his or her serious medical condition, an employee who is not on probation and is unable to perform the duties of his or her position on account of illness or injury and who does not qualify for FMLA pursuant to paragraph A.1. above or has exhausted FMLA, and who has exhausted his/her sick leave bank will be granted an unpaid medical leave of absence not to exceed a continuous period of twelve (12) months. A medical leave of absence under this paragraph shall run concurrently with FMLA.**
2. **An employee granted an unpaid medical leave of absence under this paragraph shall continue to accrue seniority for ninety (90) days.**



3. **An employee granted a leave of absence under this paragraph shall be entitled to continue his/her health insurance, if applicable, under the Consolidated Omnibus Budget Reconciliation Act (COBRA).**

C. ~~B.~~ Military Leave

The Company will provide military leaves of absence consistent with the Uniformed Services Employment and Re-Employment Right Act of 1994 ("USERRA") and any applicable state law.

D. ~~C.~~ Personal Leave of Absence

1. When the requirements of service permit, ~~Full-Time~~ **active** employees may be eligible for a personal leave of absence (PLOA) after completion of 180 days of employment. The maximum period of time for which a PLOA may be approved is thirty (30) **calendar days at a time up to a maximum of ninety (90)** calendar days.
2. ~~An employee's earned and~~ The employee shall have the option to use accrued vacation ~~shall be applied~~ **during** to the leave, ~~and t~~The leave will be unpaid once the employee's vacation accruals have been exhausted **or the employee declined to use accrued vacation.**
3. Employees on a PLOA will continue to accrue seniority for ~~thirty~~ **ninety (90)** days after they convert to an off-payroll status. Employees shall not accrue any vacation or sick time while on a PLOA and are not entitled to any **company provided benefits, including health, wellness and flight benefits,** until they return to active status.
4. Employees on ~~formal corrective action or~~ probation shall not be eligible for a PLOA.

E. ~~D.~~ Bereavement Leave

1. In the event of a death in their immediate family, employees with at least six (6) months of continuous service may take off up to three (3) days off with pay. **In the event of a death in their immediate family, employees with less than six (6) months of continuous service may take off up to three (3) days off without pay.** It is expected that the time off will be taken beginning with the notification of death. Any additional time off may be requested as vacation or as unpaid personal **time off as approved by management.** ~~leave. If unpaid personal leave is utilized, a maximum of five (5) unpaid days may be taken.~~
2. For purposes of bereavement leave, an employee's immediate family includes: spouse, domestic partner (as listed on the employee's dependent travel profile), child, step-child, adopted child, parent, brother, sister, grandchild, parent-in-law, and the employee's grandparent.
3. The employee is responsible for notifying his/her supervisor in a timely manner of the need for bereavement leave and he/she ~~will~~ **may** be required **asked** to show proof of the death (e.g. death certificate, newspaper obituary, funeral home notice).

F. ~~E.~~ Jury Duty

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

G. ~~F.~~ General

1. ~~Active Full-Time and regular Part-time~~ employees are eligible for pay at their straight time rate for their regular work hours missed while serving as a witness related to Company business.

2. An employee shall not accept ~~other~~ **new** employment of any kind while on a leave of absence **unless the employee first obtains the advance written approval of management.** An employee who accepts other employment while on a leave **without first obtaining the advance written approval of management** will be deemed to have voluntarily resigned from his/her employment with the Company.
3. If an employee does not return to active service by the ~~first~~ **third** work day following the expiration of his/her approved leave, his/her employment will be terminated by operation of this paragraph, and no separate notice is required.
4. The Company may hold in abeyance or proceed with any counseling, performance review, or corrective action, including termination, that was contemplated prior to any employee's request for or receipt of a leave of absence or that has come to the Company's attention during the leave. If any action is held in abeyance during the leave of absence, the Company will notify the Union in writing and the Company reserves the right to proceed with the action upon the employee's return, **with the Local Union Committee in attendance.** Requesting or receiving a leave of absence in no way relieves employees of their obligation while on the job to perform their job responsibilities capably and up to the Company's expectations and to observe all Company policies, rules and procedures.

Article 10  
SICK LEAVE

~~A. The Company will provide Full-Time employees covered by this Agreement, who have completed 90 days of active service with the Company, Sick Leave (primary and secondary banks) on the same terms and conditions as the Company's "general population" hourly employees.~~

~~B. All employees covered by this Agreement are subject to any applicable attendance control policy.~~

**A. All employees covered by this Agreement are subject to any applicable attendance control policy.**

**B. Sick Leave Accruals for Employees Who Have Completed 90 Days of Active Service**

**1. Primary Sick Bank**

**a. Full-Time Employees:**

**1. For each full month in which he/she is active, a full-time employee will receive four (4) hours of primary sick bank accruals on the second pay period of each month.**

**2. Full-time employees may carry over up to a maximum of 160 hours of accrued and unused primary sick bank accruals at the end of a calendar year.**

**b. Part-Time Employees:**

**1. For each full month in which he/she is active, a part-time employee will receive two (2) hours of primary sick bank accruals on the second pay period of each month.**

**2. Part-time employees may carry over up to a maximum of 80 hours of accrued and unused primary sick bank accruals at the end of a calendar year.**

## **2. Secondary Sick Bank**

Employees will be provided with short term disability benefits in the form of secondary sick bank accruals. To the extent available, secondary sick bank accruals are intended to serve a purpose similar to a short-term disability plan by bridging an employee with a long-term personal illness or injury until long-term disability, if applicable.

### **a. Full-Time Employees:**

- 1. After 90 days of employment, for each full month in which he/she is active, a full-time employee will receive four (4) hours of secondary sick bank accruals on the second pay period of each month.**
- 2. A full-time employee's secondary sick bank shall be capped at 450 hours and he/she may carry over up to a maximum of 450 hours of accrued and unused secondary sick bank accruals at the end of a calendar year.**

### **b. Part-Time Employees:**

- 1. After 90 days of employment, for each full month in which he/she is active, a part-time employee will receive two (2) hours of secondary sick bank accruals on the second pay period of each month.**
- 2. A part-time employee's secondary sick bank shall be capped at 225 hours and he/she may carry over up to a maximum of 225 hours of accrued and unused secondary sick bank accruals at the end of a calendar year.**

## **C. Sick Bank Accrual Usage**

### **1. Primary Sick Bank**

When an employee is unable to work his/her scheduled shift(s) due to his or her own personal illness or injury, or to care for an ill or injured dependent minor child, he/she will be paid for the hours missed to the extent he/she has primary sick bank accruals available to cover those hours missed.

**2. Secondary Sick Bank**

**If due to an employee's own long-term personal illness or injury he/she is unable to work his/her scheduled shift(s), he/she will be paid for the hours missed, after meeting a 14-calendar day elimination period, to the extent he/she has secondary sick bank accruals available to cover those hours missed. An employee may use his/her available primary sick bank accruals or vacation accruals to cover the 14-day elimination period.**

**D. Long Term Disability**

**The Company will provide Long-Term Disability (LTD) coverage for U.S. based employees who have completed 365 days of service.**

Article 11

VACATION

- A. A Full-Time employee who has completed a minimum of 90 days of active employment with the Company is eligible to accrue and take vacation. Full-time 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

**A Part-Time employee who has completed a minimum of 180 days of active employment with the Company is eligible to participate in the annual vacation bid described in paragraph D below by bidding his/her vacation accrual for use in the next calendar year in increments of one-week. The Part-time employee will be paid for his/her vacation week(s) on the pay date covering the period during which the vacation is taken.**

<b>Years of Service</b>	<b>Total Hours Per Month</b>
<b>1 to 4 years</b>	<b>3.33 hours/month</b>
<b>5 to 9 years</b>	<b>5.0 hours/month</b>
<b>10 to 19 years</b>	<b>6.66 hours/month</b>
<b>20+ years</b>	<b>8.3 hours/month</b>

- B. Vacation accruals expire on December 31<sup>st</sup> of each calendar year and cannot be carried forward. **Any unused vacation accruals will be paid out by the end of the first quarter of the following year.**

- C. Eligible employees may borrow up to forty (40) hours of vacation before they have accrued it. An employee's vacation accrual balance will show as negative until the employee has accrued enough vacation to repay the borrowed hours.

If an employee's employment is terminated (voluntarily or involuntarily) with a negative vacation balance, the negative balance shall be deducted from the employee's final paycheck.

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

1. An employee who has a negative vacation balance may only bid up to his/her annual rate of accrual less his/her negative balance;
2. An employee may reserve up to five days to be used on a day-at-a-time basis in the next calendar year.

- E. ~~An employee who has elected to reserve vacation for use on a day-at-a-time basis must schedule and use all of his/her day-at-a-time vacation days prior to November 1st of each year, except for one day. The Company will conduct a bid, on or before November 1st of each year, for employees who have reserved one day-at-a-time vacation day for use on or after November 1st to select the date on which these employees shall use their one remaining day-at-a-time vacation day.~~

- F. If the Company notifies an employee covered by this Agreement that the operation does not permit the employee to take his/her scheduled bid vacation, the employee may either:

1. Move the cancelled bid vacation to any remaining open day(s) during the year, or
2. With the permission of the VP of Airport Services or his designee, schedule and use the cancelled bid vacation day(s) during the 1st quarter of the following year, or elect to receive a pay-out of the cancelled bid vacation day(s) at the end of the calendar year in which the days were accrued.

Any notification by the Company to an employee covered by this Agreement cancelling scheduled bid vacation shall be provided to the employee in writing.



## Article 12

### INSURANCE & OTHER BENEFITS

#### A. Insurance and Medical Plans

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

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

~~Full-time e~~Employees covered by this Agreement will be eligible to participate in the Company’s 401(k) plan on the same terms and conditions as the Company’s “general population” **and Employees covered by this Agreement will receive any improvements made to that plan on the same terms and conditions as the Company’s “general population”.**

#### C. Travel Benefits

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

#### D. Profit Sharing Plan

**All employees covered by this Agreement with one year of service shall be eligible for any Company Profit Sharing Program on a no less favorable basis than that of any other employee group.**

Article 13  
UNIFORMS

- A. Employees are required to wear a uniform while on duty in compliance with Company uniform dress code standards. Employees shall keep their uniform pieces, at their own expense, in a presentable condition.
- B. The Company will determine the required basic uniform.
- C. ~~Employees are required to purchase the initial basic uniform issue, which consists of two (2) bottoms and three (3) tops, through two payroll deductions in the amount of \$50.00 per pay period. The Company will reimburse employees who successfully complete probation for the cost of their initial basic uniform issue.~~ **The initial basic uniform issue will consist of five (5) bottoms and five (5) tops for the first year. Employees who do not successfully complete probation will reimburse the Company for the cost of the initial uniform pieces received through payroll deduction(s).**
- D. Replacement of Basic Issue Uniform Pieces:
  - 1. Basic issue uniform pieces will be replaced at Company expense based on appearance and wear, or approximately every ~~eighteen (18) months~~ **twelve (12) months. The replacement uniform issue will consist of two (2) bottoms and three (3) tops every twelve (12) months thereafter.**
  - 2. Uniform pieces damaged beyond repair by aircraft fluids, cargo, cargo bins, etc. will be replaced by the Company at Company expense.
  - 3. Employees who lose uniform pieces or damage uniform pieces through improper care, maintenance or cleaning, or as a result of failing to wear **Company provided** necessary or recommended protective clothing, **as long as such protective clothing was available to the Employee at the time of damage**, will be responsible for replacing and paying the cost of any damaged uniform pieces.

- E. Employees may purchase additional basic uniform pieces or optional uniform pieces at the employee's own expense at any time. Payment for additional basic uniform pieces or optional uniform pieces will be made by the employee in a one-time lump sum at the time of purchase.
- F. Employees who are terminated or resign from the Company are responsible for paying any outstanding uniform balance. Any outstanding uniform balance will be deducted from the employee's final paycheck.
- G. Protective wear will be provided by the Company as follows: hearing protection (which must be worn by employees exposed to aircraft noise); safety vests; rain gear; face shields and rubber gloves. In addition, knee pads will be provided to employees who may be assigned to the loading/unloading of aircraft at the employee's request.

## Article 14

### GRIEVANCE AND SYSTEM BOARD PROCEDURE

#### I. GRIEVANCES

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

#### B. Definitions

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

#### C. Contract Disputes

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

1. Pre-Grievance – Contract Dispute
  - a. Before filing a grievance in a contract dispute case, an employee(s) must present his or her complaint directly, or

through his or her local committee, to local management. This presentation may be verbal but must be made within ten (10) calendar days after the date on which the employee(s) knew or reasonably should have been expected to know of the cause giving rise to the complaint. Local management will discuss the complaint with the employee(s) and/or the local committee or steward in an effort to reach a satisfactory resolution of the dispute and will provide a verbal or written reply to the employee(s) and/or the local committee within ten (10) calendar days.

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

## 2. Grievance Step One – Contract Dispute

- a. A grievance must be filed with the Company's Step One Hearing Officer within ten (10) calendar days after the issuance of the Pre-Grievance reply (Article 14.I.C.1.b.).
- b. The grievance should contain, at a minimum, a statement of the specific facts out of which the employee's complaint arose, a citation of each provision of this Agreement alleged to have been violated, the name(s) and employee numbers of the aggrieved employee(s) and a claim for specific relief. The grievance must also be signed by the complaining employee(s) or by a Union representative duly authorized to sign on behalf of such employee(s).
- c. Upon receipt of a grievance, the Company's Step One hearing officer will notify the local committee of the time and date for hearing which will be commenced within ten (10) calendar days after the date on which the Step One hearing officer received the grievance. The purpose of the hearing will be to afford the grievant and/or the local committee and the Company an opportunity to discuss the facts and arguments relevant to the dispute and to attempt to reach a satisfactory settlement without

prejudice to the parties' respective positions at any subsequent arbitration hearing.

- d. The Company's Step One Hearing Officer will issue a written decision to the local committee within ten (10) calendar days after the conclusion of the Step One grievance hearing.
- e. The decision of the Company's Step One Hearing Officer may be appealed and the grievance presented for further consideration at Step Two of the grievance procedure if the local committee notifies the Company's Step Two Hearing Officer, in writing, within ten (10) calendar days of the date the Step One Hearing Officer's decision was issued. If an appeal is not made in compliance with this Article, the decision of the Company's Step One hearing office will be final and not subject to further appeal.

3. Grievance Step Two – Contract Dispute

- a. An appeal of a grievance to Step Two must be made, in writing, signed by the grievant(s) or by a Union representative duly authorized to sign on behalf of such employee(s), and filed with the Company's Step Two hearing officer and the Company's Director of Labor Relations within ten (10) calendar days of the date of issuance of the decision of the Step One hearing officer.
- b. Upon receipt of an appeal, the Company's Step Two hearing officer will notify the Union of the time and date for the hearing which will be commenced within ten (10) calendar days of the date on which the Step Two hearing officer received the appeal. The purpose of the Step Two hearing will be to afford the grievant and/or Union representative and the Company an opportunity to discuss the facts and arguments relevant to the dispute in an attempt to reach a satisfactory settlement without prejudice to the parties' respective positions at any subsequent arbitration hearing.
- c. The Company's Step Two Hearing Officer will issue a written decision on the appeal to the Union within ten (10) calendar days after the conclusion of the Step Two hearing.

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

D. Issuance of Discipline

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

**An employee who has completed his/her probationary period will not be disciplined or discharged without just cause.**

- 1. Except for attendance/dependability matters below the level of termination warning, the Company will conduct an investigatory meeting with an employee to discuss charges that, with reasonable foreseeability, could result in discipline. The Company will provide written notice to the employee of any such action, and will copy the Union's Local Committee on all such notices. An employee who has completed his/her probationary period will have access to the grievance process.**
- 2. If the Company intends to question a non-probationary employee as part of an investigation that, with reasonable foreseeability, could result in discipline against that employee, the Company will inform the employee that he/she has the right to have a Union representative present during the questioning. If the employee elects to have a Union representative present, the Union representative will not interfere with the Company's**

questioning, but at the conclusion of the Company's questioning will be given an opportunity to ask clarifying questions. The Union representative will be afforded a reasonable opportunity to consult with the employee before questioning begins. This paragraph D.2. will not apply to supervisor or management inquiries of employees in the normal course of work.

3. **Employees held out of service pending investigation of disciplinary charges will incur no loss of pay, except that employees may be held out of service without pay when charged with any of the following: (1) being arrested for or charged with a disqualifying criminal offense that falls under the jurisdiction of the airport or city where the employee works; (2) participating in an unlawful or prohibited job action; (3) refusal or adulteration of a drug or alcohol test; (4) insubordination, or refusal to obey a direct order that is not safety-related; (5) refusal to participate in a Company investigation; (6) an act or threat of abuse or violence; (7) an act of fraud; or (8) use or possession of alcohol, illegal drugs, or weapons on Company property. In the event an employee is held out-of-service without pay, proposed termination charges will be prepared within 30 days from the date the employee was held out of service. If circumstances require an employee to be held out of service without pay and without charge for greater than 30 calendar days, the employee will revert to paid status beginning on the 31<sup>st</sup> day, provided the employee is otherwise fully qualified and available to work. Upon issuance of the proposed charges, the parties will meet to schedule the Investigative Review Hearing within 15 calendar days.**
  
4. **No employee will be disciplined to the extent of loss of pay (other than for insubordination, job abandonment or failure to attend a scheduled investigatory meeting) or discharged from employment without a prompt, fair and impartial investigative hearing at which he may be represented and assisted by Union Representatives. Prior to the hearing, the Company will give the Union and employee copies of any previous disciplinary action letters which are to be considered, and the Company will advise the Union in writing of the precise charges against**



**the employee. The Union and employee will have at least 72 hours advance notice (excluding Saturdays, Sundays, and Holidays) prior to any disciplinary hearing, and at least 72 hours (excluding Saturdays, Sundays, and Holidays) before the hearing the Company and the Union will provide to each other copies of documents or records upon which they intend to rely at the hearing.**

- 5. Witnesses necessary for a proper disciplinary investigation or hearing will be compensated at their applicable rate for time spent in the investigation or hearing. The employee charged or under investigation will be compensated for time spent in the investigation or hearing at his/her straight-time rate.**
- 6. Upon written authorization from the employee, the Company will provide the Union with access to the employee's personnel file at a time and location to be determined by the Company, and the Union will be entitled to copies of any documents contained in the file.**
- 7. The timelines set forth in this paragraph D. may be extended by the written mutual agreement of the Company and the Union.**

**E. Discipline or Discharge Grievance**

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

- 1. Grievance Step One – Discipline/Discharge Dispute**
  - a. Any non-probationary employee who has been disciplined or discharged by the Company may contest the Company's action by filing a grievance with the Company's Step One hearing officer within seven (7) calendar days after the date of issuance of his or her written notice of discipline or discharge.**

- b. Upon receipt of a grievance, the Company's Step One hearing officer will notify the employee and the local committee of the time and date of the hearing which will commence within ten (10) calendar days of the date the Step One hearing officer received the grievance. The purpose of the hearing will be to afford the grievant and his/her Union representative and the Company an opportunity to discuss the facts and arguments relevant to the dispute in an attempt to reach a satisfactory settlement without prejudice to the parties' respective positions at any subsequent arbitration hearing. The Company's Step One Hearing Officer will issue a written decision to the Union within ten (10) calendar days after the conclusion of the Step One grievance hearing.
  
- c. The decision of the Company's Step One Hearing Officer may be appealed and the grievance presented for further consideration at Step Two of the grievance procedure if the local committee notifies the Company's Step Two Hearing Officer, in writing, within ten (10) calendar days of the date the Step One Hearing Officer's decision was issued. If an appeal is not made in compliance with this Article, the decision of the Company's Step One hearing office will be final and not subject to further appeal.

2. Grievance Step Two – Discipline/Discharge Dispute

- a. An appeal of a discipline or discharge grievance to Step Two must be made in writing; signed by the grievant and his or her duly authorized union representative; and filed with the Company's Step Two hearing officer and the Director of Labor Relations within ten (10) days of the date of issuance of the decision of the Step One hearing officer.
  
- b. Upon receipt of an appeal, the Company's Step Two hearing officer will notify the Union of the time and date for the hearing which will be commenced within ten (10) calendar days after the date on which the Step Two hearing officer received the appeal. The purpose of the hearing will be to afford the grievant and his/her Union representative and the Company an opportunity to discuss the facts and arguments relevant to the dispute in an

attempt to reach a satisfactory settlement without prejudice to the parties' respective positions at any subsequent arbitration hearing.

- c. The Company's Step Two Hearing Officer will issue a written decision on the appeal to the Union within ten (10) calendar days after the conclusion of the Step Two hearing.
- d. The decision of the Step Two hearing officer may be appealed and the dispute submitted to the System Board or Adjustment in compliance with the provisions of Article 14. II. System Board of Adjustment of this Agreement. If a submission is not made in compliance with the provisions of Article 14.II.G., the decision of the Step Two hearing office will be final and not subject to further appeal.

F. General

- 1. The time limits set forth in this article may be extended or waived only by mutual, written agreement of the parties.
- 2. Noncompliance with the time limit requirements set forth in paragraphs I.C.1.a., 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 raised as an affirmative defense by any party or hearing officer at any stage of the grievance or System Board or Adjustment proceedings, and such noncompliance shall result in an award in favor of the party raising the defense.
- 3. Failure of the Company to answer a grievance within the prescribed time limits at any step automatically moves the grievance to the next step of the grievance procedure effective on the deadline date.
- 4. Failure of the employee and his Union representatives to comply with any of the prescribed time limits will withdraw any such grievances from further consideration.
- 5. Wage claims will not be valid and collectible for a period earlier than 30 calendar days prior to the date of the grievance. However, nothing herein will preclude the correction of a purely clerical or accounting error at any time.

6. Rejected offers made by the Company or the Union for settlement of employee complaints and grievances will be of no value and will be inadmissible in any grievance or System Board of Adjustment hearing.
7. Settlements of complaints and grievances at the Pre-Grievance or Step One level will not be of any value in the interpretation of this Agreement nor will they set or be of any value as precedent for the handling of other similar matters, and they will be without prejudice to either the position of the Company or the Union on the issues raised.
8. The Step One and Step Two grievance hearings will not be heard by the same manager or Company official unless agreed to by the Union.

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

## **II. SYSTEM BOARD OF ADJUSTMENT**

### **A. Establishment and Purpose**

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

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

- C. The Company member and the Union member shall serve until a successor is duly appointed. The Company member and the Union member shall be full-time Company employees.
- D. The Board shall have jurisdiction over disputes between any employee covered by this Agreement and the Company growing out of a grievance concerning a discipline or discharge action or interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, basic rates of compensation or working conditions covered by this Agreement or any amendment hereto.
- E. The Board shall consider any dispute properly submitted to it by any General Chair of the Union or by the Director of Labor Relations of the Company when such dispute has not been previously settled in accordance with the terms provided for in this Agreement.
- F. The neutral member of the Board shall preside at meetings and hearings of the Board and shall be designated as the Chair of the System Board of Adjustment. It shall be the responsibility of the Chair to guide the parties in the presentation of testimony, exhibits, and argument at hearings to the end that a fair, prompt and orderly hearing of the dispute is afforded. The Board shall meet in the city where the Company's headquarters is maintained unless a different place of meeting is agreed upon by the Board and the parties.
- G. All disputes properly referred by the Union to the Board for consideration shall be filed with the Company's Director of Labor Relations by Notice of Appeal and must be electronically transmitted or postmarked within forty (40) calendar days after final decision in the last step of the grievance procedure as set forth in Article 14. All disputes properly referred by the Company to the Board for consideration shall be filed with the President/Directing General Chair of the Union by a Notice of Submission which must be electronically transmitted or postmarked within forty (40) days after the Director of Labor Relations knew or should reasonably have been expected to know of the cause giving rise to the dispute.

- H. A Notice of appeal to the System Board shall include:
- The question at issue;
  - Statement of the facts; and
  - Position of the grievant and the provisions of the contract allegedly violated.
- I. The appointment of an arbitrator to serve with the Board Members for a particular arbitration shall be by mutual agreement between the parties from a panel to be determined by mutual agreement of the parties (which will be attached as Appendix A to this Agreement) or, if the parties are unable to reach agreement, by the alternate strike method whereby each party shall alternately strike the name of a panel member with the last remaining panel member being the neutral arbitrator for the subject arbitration.
- J. Composition of the panel of arbitrators may be reviewed by the Company and the Union each June 1<sup>st</sup> and substitutions, deletions and additions may be accomplished by mutual agreement.
- K. The number of witnesses called may not interfere with the operational needs of the Company.
- L. General Provisions:
1. Decisions of the Board shall be by a majority vote and shall be final and binding on all parties.
  2. Decisions of the Board in all cases properly referable to it shall be precedent-setting on the parties.
  3. Each Board Member shall be free to discharge his or her duty in an independent manner, without fear that his or her individual relations with the Company, the Union or the Ramp Agent may be affected in any matter by any action taken by him or her in good faith in his or her capacity as a Board Member.

4. Each party will assume the travel expenses and other expenses of its Board Member and witnesses. At an Arbitration Board hearing, the Company and Union will share the expenses of any witnesses who are summoned by the Board. Witnesses who are employees of the Company will receive free transportation over the lines of the Company from the point of duty or assignment to the point at which they must appear as witnesses and return to the extent permitted by law. The number of witnesses will be limited to those that are essential to address the issue at hand.
  5. A stenographic transcript will be made of each hearing and one-half (1/2) of the costs shall be borne equally by each party. Should only one (1) of the parties have a stenographic transcript made, that party shall pay the complete cost of the transcript. The other party shall, however, be provided with a copy of the transcript upon request by paying one-half (1/2) of the costs.
  6. Costs associated with a hearing (e.g., room rental, arbitrator fees and expenses), shall be borne equally by the parties.
- M. Except as expressly set forth in this Agreement or when the employees or the employer have waived rights or privileges accorded to them, nothing herein shall be construed to limit, restrict or abridge the right or privileges accorded either the employees or the employer, or his or her duly accredited representatives, under the provisions of the Railway Labor Act, as amended.

### III. MEDIATION PROCESS

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

- A. The issues mediated will be the same as the issues the parties have failed to resolve through the grievance process. The presentation of evidence is not limited to that presented at any previous step of the grievance procedure. The rules of evidence will not apply and no transcript of the Mediation Conference shall be made.

- B. The grievant(s) will have the right to be present for the presentation of the case. Other attendees will include those individuals needed to be present the parties' positions and to reach agreement with the authority to bind their respective parties. Non-participating observers will not be admitted except by mutual agreement of the parties.
- C. The Company and the Union shall each appoint a principal spokesperson for the Mediation Conference.
- D. The Mediator has the authority to meet both jointly and separately with the parties, however, the Mediator has no authority to compel resolution of the grievance.
- E. Any grievance settled during a Mediation Conference that is intended to be non-precedent setting shall be so stated in a jointly executed settlement agreement.
- F. If no settlement is reached during the Mediation Conference, the Mediator shall provide the parties with an immediate oral advisory decision involving the interpretation or application of the collective bargaining agreement, together with the reasons for his decision, unless both parties agree that no opinion shall be provided.
- G. The advisory decision of the Mediator, if accepted by the parties, shall not constitute a precedent, unless the parties agree otherwise.
- H. Any written material or documentary evidence presented to the Mediator or to the other party shall be returned to the party presenting that material at the end of the Mediation Conference.
- I. In the event that a grievance, which has been the subject of a Mediation Conference, is subsequently heard before the System Board of Adjustment, the Mediator may not serve as the arbitrator, nor may he/she be called as a witness by either party in the Board's proceedings. During the System Board proceedings on such a grievance, no reference will be made to the fact that the grievance was the subject of a Mediation Conference, nor will there be any reference to statements made, documents provided, or actions taken by either the Mediator or the participants during the course of a Mediation Conference, unless the party offering such statements,



documents or actions would have had access or entitlement to them outside of the Mediation Conference.

- J. By agreeing to schedule a Mediation Conference, the parties are not waiving any procedural arguments that they may have regarding the case. Both the Company and the Union reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement to schedule such a conference.
- K. All parties in the Mediation Conference, including the Mediator, are barred from disseminating information pertaining to the conference and/or individual grievances to the public, the media or like source.
- L. All mediation fees and expenses will be shared equally between the parties. The Mediation Conference will be held in the same location as would a System Board hearing.
- M. Mediators will be selected by mutual agreement of the parties. If the parties are unable to agree to a mediator, then either party may write to the other appealing the grievance to the System Board.

#### IV. GRIEVANCE RESOLUTION REVIEW

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

Article 15

SAFETY & HEALTH

- A. The Company hereby agrees to maintain safe, sanitary and healthful conditions in all facilities. The Company, Union and employees recognize their responsibility in helping to maintain a safe, sanitary, clean and healthy environment. To ensure a safe environment, employees are required to comply with the Company's safety programs, safety policies and procedures. Employees are expected to proactively report unsafe conditions, equipment, tools and practices to a supervisor in the affected work area promptly. It is the responsibility of an injured employee, when physically able, to report an injury to his immediate supervisor during the work period in which the injury occurred. **Employees injured while on duty and who, as a result of such injury, are unable to complete their scheduled shift as determined by a qualified medical care provider, will be removed from the remainder of their shift without loss of pay.**
- B. The Company, Union and employees will cooperate toward the prevention of work related accidents and the furtherance of aggressive safety programs. A Safety Committee will be established at Fort Lauderdale (FLL) The Committee will be comprised of ~~one~~ **two** Company and ~~one~~ **two** Union representatives. Unless agreed to otherwise, the Safety Committee shall meet on a **bi-weekly** ~~monthly~~ basis and shall keep minutes of all meetings. Safety meetings will last no more than sixty (60) minutes and will be held during the **non-peak hours of the Union** Safety Committee member's normal shift, **unless unforeseen operational circumstances (i.e. diversion of aircraft into the station, critical staffing, ETC.) or severe IROPs do not permit. In such case, the meeting will be rescheduled to occur within 48 hours at a mutually agreeable time.** ~~operation permitting.~~ The subjects discussed and the attendance of the members shall be documented.
- C. The Company shall furnish Personal Protective Equipment (PPE) such as hearing protection, safety vests, face shields and rubber gloves used for hazardous materials handling and/or lavatory servicing. The Company shall provide PPE at no cost to the employee. PPE will be made available to all Ramp Service Agents (RSA) requiring such equipment.
- D. The Company shall furnish first aid equipment and provide appropriate protective clothing for those working with lavatory service equipment and any other

hazardous chemicals or fluids and the employee will be required to use such protective clothing while performing such work.

- E. The Company agrees to furnish potable water and access to sanitary fountains.
- F. The Company will make available, at no cost to covered employees, a complete post-exposure evaluation when warranted.
- G. When any new equipment is put into service by the Company that involves covered work, employees covered by this Agreement will be given an opportunity to become familiar with such new equipment, provided, however, that the Company may establish a reasonable time within which such employee must become familiar with such equipment. **The Company will meet and confer with the union regarding new equipment or procedures at the union's request.**
- H. Employees covered by this Agreement will be subject to all applicable federal, state, and local regulations and Company policies with respect to the use, possession, testing on reasonable suspicion, and removal from/return to duty requirements involving the use of alcohol, illicit drugs, and other controlled substances. An employee impaired at work, with a confirmed positive test for alcohol, illicit drugs, or other controlled substances will be discharged for cause. However, at the sole discretion of the Company, an employee who is discharged under this provision may be offered an opportunity for conditional reinstatement under such terms and conditions as the Company determines appropriate based on the individual facts and circumstances.

Article 16

GENERAL AND MISCELLANEOUS

[Reserved for Future Use]

Article 17

EFFECTIVE DATE AND DURATION

This Agreement shall become effective on **November 4th, 2021**, and shall remain in full force and effect through except as otherwise provided herein, and shall renew itself without change each succeeding **November 4th** thereafter unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party hereto no less than ~~90 days~~ **six (6) months** prior to **November 4th, 2026**, or **November 4<sup>th</sup>** in any year thereafter.

IN WITNESS HEREOF, the parties hereto have signed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2021.

For the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

October 14, 2021

**LETTER OF AGREEMENT**  
between  
**SPIRIT AIRLINES, INC.**  
and  
**THE RAMP SERVICE AGENTS**  
in the service of  
**SPIRIT AIRLINES, INC.**  
as represented by the  
**THE INTERNATIONAL ASSOCIATION OF MACHINISTS**  
**AND AEROSPACE WORKERS**

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**RATIFICATION INCENTIVE – 2021 AMENDED AGREEMENT**

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This Memorandum of Understanding is made and entered into under the provisions of the Railway Labor Act, as amended, ("RLA") between Spirit Airlines, Inc. (the "Company"), and the International Association of Machinists and Aerospace Workers ("IAM") (jointly, the "Parties").

**WHEREAS**, the Company and the IAM are parties to a Collective Bargaining Agreement setting forth the rates of pay, work rules, and working conditions for the Company's Ramp Service Agents ("Agreement") effective June 14, 2015;

**WHEREAS**, the Parties' Agreement became amendable in June of 2020;

**WHEREAS**, the Parties entered into a Tentative Agreement on October \_\_, 2021 amending the rates of pay, work rules and working conditions for the Company's Ramp Service Agents ("Tentative Agreement");

**NOW, THEREFORE**, the Company and the IAM agree as follows:


1. In the event of ratification of the Tentative Agreement, the Company agrees to pay each Ramp Service Agent ("RSA") eligible to vote regarding the ratification of the Tentative Agreement \$500.00. RSA's with 6 or more years of service in the RSA job classification will receive an addition \$100.00 per year of service in the RSA job classification for each additional year of service over five years ("Ratification Incentive Payment").
2. The Ratification Incentive Payment will be considered ordinary income and, at each RSA's option, the Ratification Incentive Payment shall be eligible for 401(k) withholding and applicable Company match, if any.

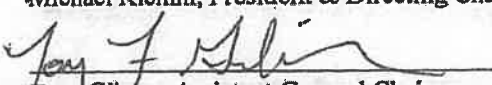
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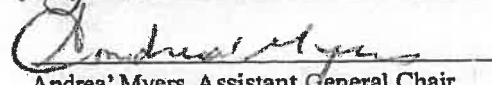
3. The Parties will determine a mutually agreeable date for payment of the Ratification Incentive Payment based on the date of ratification of the Tentative Agreement and the Company's normal RSA payroll cut-off and pay dates. However, in no event shall the Ratification Incentive Payment date be more than 45 days after the date the Parties receive the results of the ratification vote.

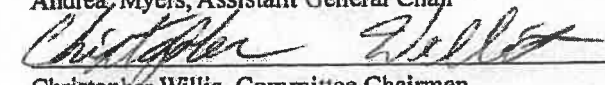
IN WITNESS HEREOF, the parties hereto have signed this Agreement this 14<sup>th</sup> day of October, 2021.

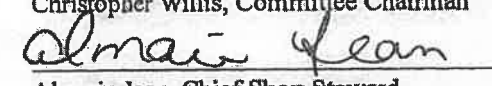
For the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

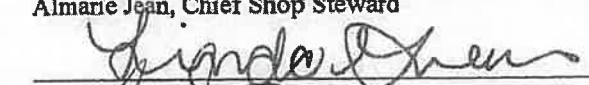
  
\_\_\_\_\_  
Michael Klemm, President & Directing Chairman


  
\_\_\_\_\_  
Tony Gibson, Assistant General Chairman

  
\_\_\_\_\_  
Andrea Myers, Assistant General Chair

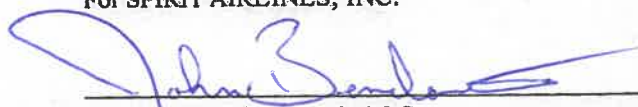
  
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Christopher Willis, Committee Chairman

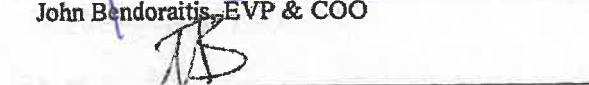
  
\_\_\_\_\_  
Almarie Jean, Chief Shop Steward


  
\_\_\_\_\_  
Linda Germain, Grievance Officer

  
\_\_\_\_\_  
Gregory De La Cruz, Bidding Committee Chairman

For SPIRIT AIRLINES, INC.

  
\_\_\_\_\_  
John Bendoraitis, EVP & COO

  
\_\_\_\_\_  
Mike Byrom, VP Airport Services

  
\_\_\_\_\_  
Susan Kramer, Senior Director Labor Relations