

# AFA Contract at Frontier Airlines

**May 15, 2019 – May 15, 2024**



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## **ARTICLE 1** **RECOGNITION AND SCOPE**

### **A. RECOGNITION**

1. In accordance with certification (R-7238) made by the National Mediation Board, the Company hereby recognizes the ASSOCIATION OF FLIGHT ATTENDANTS-CWA as the duly designated and authorized representative of the Flight Attendants in the employ of the Company for the purposes of the Railway Labor Act, as amended.
2. The Company recognizes the right of Flight Attendants on the Frontier Flight Attendant System Seniority List to perform the Company's flying on the Company's aircraft as specified in this Agreement.

### **B. SCOPE**

1. This Agreement covers all revenue flying performed on Company aircraft by Company Pilots.
2. As used herein, the term "all revenue flying" will include, but not be limited to, all flying over the Company's present or future routes and extensions thereof, and any contract (government, military or commercial) flying, charter flying and any "Wet Lease" flying performed by the Company.
3. All revenue flying covered by this Agreement will be performed by Flight Attendants whose names appear on the Frontier Airlines, Inc. Flight Attendant System Seniority Lists under the terms and conditions of the Agreement.

### **C. SUCCESSOR**

1. The provisions of this Agreement will be binding upon any Successor.
2. The Company will require any successor, assign, assignee, transferee, administrator, executor and/or trustee of the Company ("Successor") resulting from the transfer (in a single transaction or in multi-step transactions) to the Successor of the ownership and/or Control of all or substantially all of the equity securities and/or assets of the Company (a "Successorship Transaction") to employ the Flight Attendants on the Frontier Airlines System Seniority List in accordance with the provisions of the Agreement and to assume and be bound by the Agreement.
3. The Company agrees to give written notice of the terms of this Agreement to a proposed Successor, before concluding any Successorship Transaction. The Company agrees that no agreement or other legally binding commitment involving a Successorship Transaction will be signed or otherwise entered into, unless it is agreed in writing as a material and irrevocable condition of entering into, concluding and implementing the transaction, that this Agreement and recognition of the Union is assumed by the Successor(s), and that the Flight Attendants on the Frontier Airlines Flight Attendants' System Seniority List will be employed in accordance with the provisions of this Agreement. The Company will provide the Union with the details of, and material agreements related to, any such transaction in a timely manner.

### **D. MERGER PROTECTION**

1. In the event of any merger of the Company with another airline, acquisition of the Company by another airline, or acquisition by the Company of another airline, which affects the seniority rights of Flight Attendants on the Frontier Airlines Flight Attendant System Seniority List, the parties will make their best efforts to integrate the seniority lists in a fair and equitable manner including, where applicable, agreement through collective bargaining between the carriers and the representatives of the Flight Attendant 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, except that the integration of the seniority lists of the respective Flight Attendant groups shall be governed by the AFA Merger Policy if both pre-transaction Flight Attendant groups are represented by the AFA.

2. The term merger as used herein means joint action by the two (2) carriers whereby they unify, consolidate, merge, or pool in whole or in part their separate airline facilities or any of the operations or services previously performed by them through such separate facilities.
3. 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 in Section 1.D.1. above. These discussions shall not be a prerequisite for closing or completing a transaction under this Section.

#### **E. EXPEDITED ARBITRATION**

Disputes concerning alleged violation of this Article 1 will be resolved by final and binding arbitration on an expedited basis directly before the Flight Attendants System Board of Adjustment sitting with a neutral member. The dispute will be heard no later than fifteen (15) days following the submission to the System Board (subject to the availability of the arbitrator) and decided no later than thirty (30) days after submission, unless the parties agree otherwise in writing.

#### **F. DEFINITIONS**

“Control” - The ownership of more than 50% of the outstanding capital stock of an entity or voting securities representing more than 50% of the total voting power of outstanding securities then entitled to vote generally in the election of such entity’s board of directors or other governing body.

#### **G. CHANGES IN WRITING**

Any changes to this Agreement will be in writing and signed by the appropriate Company and Union representatives.

**ARTICLE 2**  
**DEFINITIONS**

<b>A.</b>	<b>Active</b>	The time a Flight Attendant is available for Duty Assignment or on paid time off. A Flight Attendant on leave of absence, furlough, or another "no pay" status is not considered Active, unless otherwise specified in this Agreement.
<b>B.</b>	<b>Add</b>	To pick up additional Trips in order to increase the value of a Flight Attendant's line or to replenish his/her sick bank.
<b>C.</b>	<b>Agreement</b>	This Collective Bargaining Agreement (CBA) including any Letters of Agreement or Memorandum of Understanding between the Company and the Union.
<b>D.</b>	<b>Artificial Credit</b>	Unpaid Credit used to adjust or build a schedule due to known absences.
<b>E.</b>	<b>Association</b>	See Union.
<b>F.</b>	<b>Automated Bid System</b>	The software systems used for the monthly Bid process, vacation bidding, vacancy bidding, training, and adjusting schedules.
<b>G.</b>	<b>Available to Assign (AVA)</b>	A Flight Attendant available for assignment or Reassignment per the terms of this Agreement.
<b>H.</b>	<b>Award</b>	An assignment given to a Flight Attendant Based on his/her individual seniority and Bid preferences, or as otherwise provided in this Agreement, as submitted through the Automated Bid System.
<b>I.</b>	<b>Base</b>	Any geographic locations designated by the Company where Flight Attendants are stationed and their duty assignments are scheduled to begin and end.
<b>J.</b>	<b>BLT</b>	Base local time.
<b>K.</b>	<b>Bid</b>	Preferences submitted by a Flight Attendant through the Automated Bid System.
<b>L.</b>	<b>Bid Period</b>	A block of time for which Flight Attendants Bid and are awarded schedules. Under no circumstances will a Bid Period be less than 30 days.
<b>M.</b>	<b>Block Hour/Block Time</b>	The period of time beginning when an aircraft's parking brake is released and the boarding door is closed and ending at Block In.
<b>N.</b>	<b>Block In</b>	The time at which an aircraft reaches a destination (generally at a gate), the parking brake is set, and the boarding door is open.
<b>O.</b>	<b>Calendar Day</b>	Beginning at 0001 and ending at 2400.
<b>P.</b>	<b>Call-out Status</b>	A period of time when a Reserve Flight Attendant must be available to receive duty assignments from Crew Scheduling.
<b>Q.</b>	<b>Charter</b>	An offline or online revenue flight that is not a regularly scheduled flight.
<b>R.</b>	<b>Co-Base/ Domicile</b>	A location to which Flight Attendants are assigned consisting of more than one (1) airport.
<b>S.</b>	<b>Continuous Duty Overnight/ Standup (CDO)</b>	A scheduled duty period that begins in one Calendar Day and ends in the following Calendar Day, which includes an overnight stay out of Domicile that is scheduled for less than the contractually required minimum Rest.
<b>T.</b>	<b>Company</b>	Frontier Airlines, Inc.
<b>U.</b>	<b>Company Offered Leave of Absence (COLA)</b>	A voluntary unpaid leave of absence for a period of time as offered by the Company and awarded as described in Article 12.D.
<b>V.</b>	<b>Credit/ Credit Time/ Credit Hour</b>	The total amount of time added to a Flight Attendant's schedule. Includes Block Time, Company business, training, or any other time used for pay purposes.
<b>W.</b>	<b>Day Off</b>	A Calendar Day Off free of any duty.
<b>X.</b>	<b>Deadhead</b>	Transportation at Company direction via air or ground, to or from an assignment.
<b>Y.</b>	<b>Debrief</b>	The time allowed for completing post flight duties.

<b>Z.</b>	<b>Declared Irregular Operations (DIO)</b>	A short-term event including weather, airport closure, etc. that significantly disrupts or that is predicted to significantly disrupt at least 25% of the total daily system flight segments.
<b>AA.</b>	<b>Domicile</b>	See Base.
<b>BB.</b>	<b>Drop</b>	The removal of flight(s) or assignments from the Flight Attendant's schedule.
<b>CC.</b>	<b>Duty Assignment</b>	The assignment of a Trip or other work by the Company.
<b>DD.</b>	<b>Duty Period/Duty Time</b>	All time a Flight Attendant is on duty, commencing with report for duty and terminating when a Flight Attendant is released from duty.
<b>EE.</b>	<b>Emergency Leave</b>	Unpaid time off for unavoidable serious circumstances up to five (5) days with the approval of Inflight management.
<b>FF.</b>	<b>Ferry</b>	A flight that does not transport revenue passengers used to reposition an aircraft to where it is needed.
<b>GG.</b>	<b>Flight Attendant</b>	An employee of the Company whose name appears on the Flight Attendant Seniority List as defined by Article 10 of this Agreement, and whose duties include the performance of inflight and ground cabin services.
<b>HH.</b>	<b>Flight Attendant Commuter (FAC)</b>	A Flight Attendant who lives in a different city other than his/her assigned Base and commutes to Base via air.
<b>II.</b>	<b>Furlough</b>	The involuntary removal of a Flight Attendant from Active duty as a Flight Attendant due to a reduction in force.
<b>JJ.</b>	<b>Grievance</b>	A complaint against the Company that alleges contract violations or unfair disciplinary action.
<b>KK.</b>	<b>Ground Time</b>	The amount of time between flight segments.
<b>LL.</b>	<b>Initial Trip Report</b>	The day and report time for the first day of a single or multi-day Trip.
<b>MM.</b>	<b>International Flight</b>	Any flight operating to or from a city outside the United States of America.
<b>NN.</b>	<b>Junior Assignment</b>	An involuntary duty assignment given to a Flight Attendant on a scheduled Day Off.
<b>OO.</b>	<b>Layover/RON</b>	An overnight Rest period outside the Flight Attendant's Base.
<b>PP.</b>	<b>Like Trip</b>	A replacement Trip due to a cancellation, schedule change, or an administrative error. The replacement Trip must fall within the following guidelines: Report time no more than one (1) hour prior to the original Report Time and a Release time of no more than three (3) hours after the original Release time for a "Reschedule" or two (2) hours after the original Release time for a "Reroute".
<b>QQ.</b>	<b>Lineholder</b>	A Flight Attendant who has been awarded a line.
<b>RR.</b>	<b>Longevity</b>	<b>From LOA 5, dated 8/22/19</b> Effective September 1, 2019, the period of time commencing on the Flight Attendant's date of hire as a Frontier employee (graduation date) and continuing while the Flight Attendant is Active, except where specifically stated otherwise in this Agreement. Flight Attendants hired prior to September 1, 2019 will maintain their Longevity as reflected in Appendix A, unless otherwise specified in this Agreement.
<b>SS.</b>	<b>Low-time</b>	As described in Article 5.K, a position granted for a defined period of time to Flight Attendants who will be awarded a line that is between thirty-seven and a half hours (37:30) and fifty-eight hours (58:00). She/he may work up to fifty-nine hours and fifty-nine minutes (59:59) per Bid Period.
<b>TT.</b>	<b>Mixed Line</b>	A Bid Period award built in accordance with this Agreement that consists of Trips, blocks of Reserve Shifts, days off, and Pre-award requests.
<b>UU.</b>	<b>MT</b>	Mountain time.

<b>VV.</b>	<b>Month</b>	A calendar month.
<b>WW.</b>	<b>Open Time</b>	Trips or portions of Trips that are unassigned, unawarded or dropped by Flight Attendants.
<b>XX.</b>	<b>Positive Contact</b>	A live telephone or in-person conversation between a Flight Attendant and the Company. Self-notification is also considered to be Positive Contact.
<b>YY.</b>	<b>Pre-award</b>	A request submitted prior to a Bid Period to accommodate preplanned absences including, but not limited to: vacation, scheduled training, Company business, Union days, and jury duty.
<b>ZZ.</b>	<b>Preferential Bidding System (PBS)</b>	The automated system in which Flight Attendants enter preferences for each Bid Period for the purpose of building their initial schedule.
<b>AAA.</b>	<b>Ready Reserve (RR)</b>	A period of time as defined in this Agreement when a Reserve Flight Attendant is required to be on Reserve at his/her Base airport or another Base airport.
<b>BBB.</b>	<b>Reassignment</b>	A Flight Attendant is considered to be reassigned when she/he is directed to work a flight or flights that were not part of his/her original schedule. Resuming originally scheduled flying or deadheading to resume originally scheduled flying does not constitute a reassignment.
<b>CCC.</b>	<b>Recurrent Ground School/ Recurrent Training</b>	Required annual training for a Flight Attendant to maintain qualifications.
<b>DDD.</b>	<b>Red-eye</b>	Any flight other than a CDO, that reports prior to and releases after, or the entire Duty Period occurs between, 0100 and 0300 local time at the destination.
<b>EEE.</b>	<b>Release</b>	Time when a Flight Attendant is relieved from duty.
<b>FFF.</b>	<b>Report Time</b>	The time a Flight Attendant is scheduled to report for a flight assignment, training, or other Company-assigned duty.
<b>GGG.</b>	<b>Reroute</b>	A change to a Trip after 1800 the day prior to an Initial Trip Report.
<b>HHH.</b>	<b>Reschedule</b>	A change to a Trip before 1800 the day prior to an Initial Trip Report.
<b>III.</b>	<b>Reserve</b>	A Flight Attendant who is on Reserve status.
<b>JJJ.</b>	<b>Reserve Shift /Availability Shift/Shift</b>	A period of time when a Reserve Flight Attendant is on call and available for an assignment.
<b>KKK.</b>	<b>Reserve Line</b>	A Bid Period award built in accordance with work rules of this Agreement consisting of Reserve Shifts, days off and Pre-award requests.
<b>LLL.</b>	<b>Rest</b>	A period of time between duty periods, during which a Flight Attendant is free from all Company duty.
<b>MMM.</b>	<b>Segment/Leg</b>	A flight between cities that may or may not terminate in Base.
<b>NNN.</b>	<b>Seniority/ Seniority Date</b>	<b>From LOA 5, dated 8/22/19</b> The length of service with the Company as a Flight Attendant beginning with the Flight Attendant's date of hire as a Flight Attendant.
<b>OOO.</b>	<b>Swap</b>	A Trip exchange with available Open Time via the Automated Bid System.
<b>PPP.</b>	<b>Temporary Low Time</b>	A Low Time position awarded for one (1) Bid Period at a time, pursuant to Article 5.K.6.
<b>QQQ.</b>	<b>Trade</b>	An exchange of flying, vacation or Reserve days/duty periods (or other activities as allowed by this Agreement) between two (2) Flight Attendants via the Automated Bid System.
<b>RRR.</b>	<b>Training Event</b>	An assignment constructed for Flight Attendants attending a training class out of Base or a single day event in Base.
<b>SSS.</b>	<b>Transition</b>	The period of time when Trips may overlap Bid Periods.
<b>TTT.</b>	<b>Trip/ Sequence/ Pairing</b>	A segment or series of segments over one (1) or more days that begin and end in a Flight Attendant's Base.
<b>UUU.</b>	<b>Union</b>	Association of Flight Attendants – CWA, AFL-CIO

<b>VVV.</b>	<b>Vacancy</b>	Open Flight Attendant positions at a specified Base.
<b>WWW.</b>	<b>Wet Lease</b>	An Agreement between the Company and another air carrier in which the Company provides aircraft(s) and crew(s) to the other air carrier.

**ARTICLE 3**  
**COMPENSATION**

**A. HOURLY RATES**

<b>Straight Time</b>					
<b>Seniority</b>	<b>DOR</b>	<b>DOR + 1</b>	<b>DOR + 2</b>	<b>DOR + 3</b>	<b>DOR + 4</b>
0 - 1	23.56	24.03	24.51	25.00	25.50
1 - 2	26.25	26.78	27.31	27.86	28.41
2 - 3	28.12	28.68	29.26	29.84	30.44
3 - 4	30.40	31.01	31.63	32.26	32.91
4 - 5	32.24	32.88	33.54	34.21	34.90
5 - 6	33.35	34.02	34.70	35.39	36.10
6 - 7	35.18	35.88	36.60	37.33	38.08
7 - 8	37.10	37.84	38.60	39.37	40.16
8 - 9	38.30	39.07	39.85	40.64	41.46
9 - 10	41.09	41.91	42.75	43.61	44.48
10 - 11	42.20	43.04	43.90	44.78	45.68
11 - 12	43.45	44.32	45.21	46.11	47.03
12 - 13	44.55	45.44	46.35	47.28	48.22
13 - 14	46.16	47.08	48.02	48.99	49.97
14 - 15	48.32	49.29	50.27	51.28	52.30
15 - 16	50.20	51.20	52.23	53.27	54.34
16 - 17	52.05	53.09	54.15	55.24	56.34
17 - 18	53.15	54.21	55.30	56.40	57.53
18 - 19	54.42	55.51	56.62	57.75	58.91
19 - 20	55.43	56.54	57.67	58.82	60.00

<b>Time and a Half</b>					
<b>Seniority</b>	<b>DOR</b>	<b>DOR + 1</b>	<b>DOR + 2</b>	<b>DOR + 3</b>	<b>DOR + 4</b>
0 - 1	\$35.34	\$36.05	\$36.77	\$37.50	\$38.25
1 - 2	\$39.38	\$40.17	\$40.97	\$41.79	\$42.62
2 - 3	\$42.18	\$43.02	\$43.89	\$44.76	\$45.66
3 - 4	\$45.60	\$46.52	\$47.45	\$48.39	\$49.37
4 - 5	\$48.36	\$49.32	\$50.31	\$51.32	\$52.35
5 - 6	\$50.03	\$51.03	\$52.05	\$53.09	\$54.15
6 - 7	\$52.77	\$53.82	\$54.90	\$56.00	\$57.12
7 - 8	\$55.65	\$56.76	\$57.90	\$59.06	\$60.24
8 - 9	\$57.45	\$58.61	\$59.78	\$60.96	\$62.19
9 - 10	\$61.64	\$62.87	\$64.13	\$65.42	\$66.72
10 - 11	\$63.30	\$64.56	\$65.85	\$67.17	\$68.52
11 - 12	\$65.18	\$66.48	\$67.82	\$69.17	\$70.55
12 - 13	\$66.83	\$68.16	\$69.53	\$70.92	\$72.33
13 - 14	\$69.24	\$70.62	\$72.03	\$73.49	\$74.96
14 - 15	\$72.48	\$73.94	\$75.41	\$76.92	\$78.45
15 - 16	\$75.30	\$76.80	\$78.35	\$79.91	\$81.51
16 - 17	\$78.08	\$79.64	\$81.23	\$82.86	\$84.51
17 - 18	\$79.73	\$81.32	\$82.95	\$84.60	\$86.30
18 - 19	\$81.63	\$83.27	\$84.93	\$86.63	\$88.37
19 - 20	\$83.15	\$84.81	\$86.51	\$88.23	\$90.00

Double Time					
Seniority	DOR	DOR + 1	DOR + 2	DOR + 3	DOR + 4
0 - 1	\$47.12	\$48.06	\$49.02	\$50.00	\$51.00
1 - 2	\$52.50	\$53.56	\$54.62	\$55.72	\$56.82
2 - 3	\$56.24	\$57.36	\$58.52	\$59.68	\$60.88
3 - 4	\$60.80	\$62.02	\$63.26	\$64.52	\$65.82
4 - 5	\$64.48	\$65.76	\$67.08	\$68.42	\$69.80
5 - 6	\$66.70	\$68.04	\$69.40	\$70.78	\$72.20
6 - 7	\$70.36	\$71.76	\$73.20	\$74.66	\$76.16
7 - 8	\$74.20	\$75.68	\$77.20	\$78.74	\$80.32
8 - 9	\$76.60	\$78.14	\$79.70	\$81.28	\$82.92
9 - 10	\$82.18	\$83.82	\$85.50	\$87.22	\$88.96
10 - 11	\$84.40	\$86.08	\$87.80	\$89.56	\$91.36
11 - 12	\$86.90	\$88.64	\$90.42	\$92.22	\$94.06
12 - 13	\$89.10	\$90.88	\$92.70	\$94.56	\$96.44
13 - 14	\$92.32	\$94.16	\$96.04	\$97.98	\$99.94
14 - 15	\$96.64	\$98.58	\$100.54	\$102.56	\$104.60
15 - 16	\$100.40	\$102.40	\$104.46	\$106.54	\$108.68
16 - 17	\$104.10	\$106.18	\$108.30	\$110.48	\$112.68
17 - 18	\$106.30	\$108.42	\$110.60	\$112.80	\$115.06
18 - 19	\$108.84	\$111.02	\$113.24	\$115.50	\$117.82
19 - 20	\$110.86	\$113.08	\$115.34	\$117.64	\$120.00

1. In accordance with K.1 below, the rate tables labeled as "DOR" above will go into effect with the June 5, 2019 pay check and progress with each June 5th paycheck thereafter.

Example: Flight Attendant Tom worked sixty (60) hours in May 2019. Tom will be paid 37:30 guarantee on his May 5th paycheck at the prior CBA rate and will be paid 22:30 at the new CBA rate on the June 20th paycheck regardless of when the hours were earned in May. His May 20th paycheck is a clean-up for April 2019 and will be paid at the prior CBA rate. His entire per diem for May 2019 will be reflected at the new CBA rate on the June 5th paycheck.

Example: Flight Attendant Tom worked 100 hours in May 2019. Tom will be paid 37:30 guarantee on his May 5th paycheck at the prior CBA rate and will be paid 62:30 at the new CBA rate on the June 20th paycheck regardless of when the hours were earned in May. His May 20th paycheck is a clean-up for April 2019 and will be paid at the prior CBA rate. His entire per diem for May 2019 will be reflected at the new CBA rate on the June 5th paycheck.

2. Flight Attendant pay is based on the hourly rates listed above.
3. Flight Attendant hourly rate is paid for hours flown plus Credit Time per Bid Period.
4. Flight Attendants will be paid and credited actual or scheduled Block Time, whichever is greater, for segments flown.
5. Flight Attendants will be paid at their hourly rate for total Bid Period Credit hours up to 82 hours.
6. Flight Attendants will be paid one and a half (1.5) times the hourly rate for total Bid Period block and Credit Hours over eighty-two hours (82:00) in accordance with this Agreement. Unless otherwise specified in this

Agreement, only Credit earned while on a Trip or credit earned in conjunction with pay protection, available to assign or “not legal” for a Trip, will count towards this calculation.

7. A Flight Attendant must complete each Bid Period with no less than 50 Credit Hours, unless approved by Inflight management. Hours dropped by a Flight Attendant will not be paid.
8. Flight Attendants with a Reserve Line have a minimum Bid Period guarantee of 75 hours.
9. Flight Attendant Lineholders will be paid based on hours flown, except as otherwise provided by this Agreement. Additional Credit Time will be paid at the applicable rate.
10. There is no line guarantee in effect for Lineholders.
11. Average Minimum Duty Period. A Flight Attendant will receive no less than 4:30 hours of Credit per Duty Period. For example, a Trip containing two (2) duty periods will contain no less than nine (9) hours of credit. This does not apply to Flight Attendant-initiated Trip modifications or Ready Reserve if the Flight Attendant is not assigned a Trip.
12. Trip Rig. A Flight Attendant shall receive no less than one (1) hour of Credit for each 4.2 hours for the greater of the scheduled or actual Time Away from Base (“TAFB”) for each Trip built or modified by the Company. For example, a Trip with 24 hours TAFB will pay no less than 5:43 (24 divided by 4.2 = 5.71, which is 5:43). This does not apply to Flight Attendant-initiated Trip modifications or Ready Reserve if the Flight Attendant is not assigned a Trip.

If a Trip operates from one (1) Bid Period to another and the Trip Rig applies to the Trip, all scheduled or actual Credit accumulated in the first Bid Period will be included in that Bid Period's total pay credit. All scheduled or actual Credit accumulated in the second Bid Period will be included in the second Bid Period's total pay credit. Any remaining Credit due as a consequence of the application of the Trip Rig will be paid in the second Bid Period.

Example: A Flight Attendant is scheduled for a 4-Day Trip starting on the last 2 Days of one Bid Period and ending on the first 2 Days of the following Bid Period. The total value of the Trip is 22 hours, including the Trip Rig, and each Day is scheduled to Credit 5 hours of Block Time. The Flight Attendant will receive 10 hours of pay Credit for the Trip in the first Bid Period and 12 hours of pay Credit in the second Bid Period.

Trip Rig will not be paid for Flight Attendant-initiated Trip modifications except in the case she/he adds flying or combines pairings that previously contained Trip Rig. In this case, the Flight Attendant must contact payroll at [F9payroll@FlyFrontier.com](mailto:F9payroll@FlyFrontier.com) in order for it to apply.

13. For each Trip a Flight Attendant will be paid the greater of;
  - a. Average minimum Duty Period Credit or;
  - b. Trip Rig or;
  - c. Total Credit Time for block and Deadhead or;
  - d. CDO Credit
14. Ready Reserve Pay. A Flight Attendant will be paid and credited one (1) hour for every two (2) hours of Ready Reserve, or fraction thereof. Ready Reserve pay will be calculated in minimum Duty Period or Trip Rig, whichever is applicable.

15. Reschedule and Reroute Pay. A Flight Attendant will receive Credit for the greater of the originally scheduled or actual Trip.
16. Cancellation without Reassignment Pay. A Flight Attendant will be paid and credited for segments cancelled due to no fault of the Flight Attendant.
17. CDO Pay. A Flight Attendant will be paid and credited with six (6) hours or actual flight time, whichever is greater. During a transition, a CDO will be paid three (3) hours in the current Bid Period and three (3) hours in the next Bid Period.

## **B. AUTOMATED BID SYSTEM COST**

The Company will pay the basic access fee for the Automated Bid System.

## **C. EXPENSES AWAY FROM BASE**

1. The Company will pay directly for any hotel room required away from Base.
2. Per diem will be paid from one (1) hour prior to scheduled departure at the beginning of the Trip to 30 minutes after actual or scheduled Block-in at the end of the Trip, whichever is greater. For International flights, per diem ends 30 minutes after the actual or scheduled Block-in at the end of the Trip, whichever is greater.
3. Per diem stops at Block-in plus thirty minutes (:30) when there is a cancellation of a flight while in the Base and resumes the next day at check-in when the Trip is continued.
4. Per diem runs continuously when the cancellation is at an outstation until Block-in plus 30 in Base. Per diem runs continuously when there is cancellation in Base, but the rest of the Trip continues that same day.

Example: The Flight Attendant is Based in DEN and the Trip comes into DEN from OMA, and next segment is DEN/ABQ and back to DEN then on to MDW for a RON. The ABQ portion gets cancelled, but the MDW portion is scheduled to fly. Per diem continues without interruption.

5. Per diem stops at Block-in plus 30 when a flight is cancelled in Base and Crew Scheduling Releases the Flight Attendant(s) until a specified time later that same day, a legal Rest period, whereupon the Flight Attendant(s) will be Rescheduled for another flight later that day.

Example: The Flight Attendant is Based in DEN and the Trip comes into DEN from OMA and has an SFO turn. The SFO turn is cancelled. The crew is Released by Crew Scheduling for a specified period of time and Rescheduled to return and do a LAX turn later that day. Per diem stops after OMA at Block-in plus 30 and resumes at check-in for the Rescheduled flight(s).

6. Any time a cancellation leads to a Release from duty in Base, per diem is not paid.
7. A Flight Attendant required to be out of his/her Base for Company assigned business will be paid per diem for the actual hours spent away from Base.
8. Per diem will be paid hourly as follows:

<b>Date</b>	<b>Amount</b>
May 1, 2019	\$2.00
May 1, 2020	\$2.05

<b>Date</b>	<b>Amount</b>
May 1, 2021	\$2.10
May 1, 2022	\$2.15

<b>Date</b>	<b>Amount</b>
May 1, 2023	\$2.20

#### **D. PAID TIME OFF**

1. Company designated absences will be paid at hourly straight time rate according to established Credit values and applies to 50-hour minimum or Low Time minimum: Vacation, Company Business, Union Business, Funeral Leave, Recurrent Training, Jury Duty, and any other absence approved for protection by management.
2. Flight Attendants required to testify in court, on scheduled workdays, on behalf of Frontier Airlines, will be pay protected for the court day according to section "I" below.
3. Sick leave is pay protected for all dropped time if the Flight Attendant has sick time accrued, unless the dropped time was Open Time picked up during an awarded vacation period. Sick time is paid at hourly straight time rate. Flight Attendants on paid time off or approved leave may not pickup trips during these absences except for awarded vacation. From LOA 5, dated 8/22/19
4. Reserves are not given Credit Time for cancellations.

#### **E. PARKING**

1. The Company will provide the cost of parking in the Flight Attendant's home Base. The Company will not be required to pay for parking at more than one (1) location per Flight Attendant. For purposes of this provision, home Base shall mean all airports for those in a Co-Base.
2. Paying for parking at a location other than the Flight Attendant's Base will be required only when such employee parking is available and only to the extent of what the parking would have cost at the Flight Attendant's Base.
3. A Flight Attendant who opts out of Company-paid parking will receive a monthly amount equal to the cost of parking in DEN to defray transportation costs.

#### **F. TRAINING PAY**

1. Flight Attendants attending recurrent training will be paid one (1) hour of flight pay for every two (2) hours in class. Flight Attendants will be in class for nine (9) hours to equal 4:30 hours pay. In addition, Flight Attendants will be paid 1:30 hours for the 3-hour computer-based training.
2. All non-classroom recurrent training completed throughout the year will be paid during the month the Flight Attendant attends his/her training.
3. Additional required training during the year will be paid at 1 flight hour per 2 hours training, up to a maximum of 4 pay hours per day.

#### **G. HOLIDAY PAY**

1. Frontier recognizes seven (7) premium paid Company holidays per year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day and Christmas Day ("Traditional Holidays"). Five (5) additional premium paid holidays will be selected by the Company. The additional holidays will be posted no later than December 1<sup>st</sup> of the previous year. Flight Attendants who fly on these holidays will receive time and a half pay (or double time if flying over 82 hours for the Bid Period) for those segments of which any portion is flown on the holiday. Holiday pay is calculated separately from other flight time during the Bid Period and does not apply towards monthly total.

2. In addition to premium pay, a Flight Attendant may purchase up to two (2) round-trip Buddy Passes for each of the Traditional Holidays for which the Flight Attendant was on duty.
3. Cancelled flights on the holiday are paid at the hourly straight time rate.

***From LOA 5, dated 8/22/19***

4. A Flight Attendant on AVA on a holiday who is not assigned flying will receive time and a half pay for AVA if she/he has 82 credit hours or more in the month. However, she/he will not receive additional holiday pay.

## **H. DEADHEAD PAY**

Deadhead pay to include Deadhead deviation pay is 100% of the actual or scheduled Block Hours, whichever is greater. The exception to this rule is, in the event the Flight Attendant fails to provide 24-hour notice of a Deadhead deviation, the Deadhead Credit will be reduced to 50% of the scheduled flight time unless the Deadhead was placed on the Flight Attendant's schedule with less than 24-hours' notice. Flight Attendants assigned to an off-line Deadhead will be paid for the scheduled flight time. Reserve Flight Attendants do not receive Deadhead pay unless their monthly flight time is over 75 hours.

## **I. COMPANY BUSINESS PAY**

1. Company Business is considered a duty assignment other than training or flight-related functions. Company Business would include administrative meetings not disciplinary in nature, Company sponsored team meetings, or any other Company required duty that is not voluntary.
2. Flight Attendants removed on scheduled workdays will be pay protected for scheduled flight hours dropped and paid at hourly straight time rate.
3. Flight Attendants assigned Company Business on a scheduled Day Off will be paid one (1) hour of flight pay for every two (2) hours worked.
4. Per Diem is not paid for Company Business in Base. A Flight Attendant required to be out of his/her Base for Company Business will be paid per diem for the actual hours spent away from Base unless Company pays for meals and hotel.

## **J. MISCELLANEOUS PAY**

1. Long Duty Period Pay. In the event a Flight Attendant's duty period exceeds fifteen (15) hours, the last segment(s) will be paid at 200%.
2. Delayed into a Day Off Pay. If a Flight Attendant's Trip extends past 0200 on a Day Off, the Flight Attendant will receive an additional five (5) hours of credit.
3. Loss of Full Calendar Day Pay. If a Flight Attendant is required to remain at an outstation into a Day Off for an entire Calendar Day, the Flight Attendant will be compensated with four (4) hours of credited time for that Calendar Day in addition to the time for the cancelled segment(s) and Delayed into a Day Off Pay in 2. above. The Flight Attendant will also receive pay Credit for the flight home once she/he is Rerouted to return to Base.

To receive Loss of Full Calendar Day Pay, a request must be submitted in writing to the Payroll Department within thirty (30) days of the occurrence. If the Flight Attendant returns home on a Day Off, she/he will be credited for the scheduled or actual flying time, whichever is greater. If she/he Deadheads home she/he will receive Deadhead credit.

Example: A Flight Attendant is on a three-day Trip which is scheduled to end at 2330. The last flight of the Trip cancels due to a blizzard in DEN and the Flight Attendant is not able to return to Base until 0030 on the fifth day. In addition to her/his original Trip Credit and rerouted Trip, she/he will be paid and credited with the five hours (5:00) for Delayed into Day Off Pay and four hours (4:00) for Loss of Full Calendar Day Pay.

4. Language of Destination (“LOD”) Pay. A Flight Attendant will be paid \$2.00 per Block Hour if qualified and works a flight to/from a qualified destination. If there are multiple qualified Flight Attendants on the flight, the most senior Flight Attendant will receive the override. Language of Destination Pay will apply for the Block Time for flights from the forty-eight (48) contiguous United States to points outside the forty-eight (48) contiguous United States and for any flights between points outside the forty-eight (48) contiguous United States, except that the override shall not apply to Alaska, Canada, Mexico, Central America and the island nations of the Caribbean between fifteen (15) degrees north latitude and twenty-eight (28) degrees north latitude, except that the nation of Cuba shall be considered International flying for purposes of the language override (excluding Deadhead). The Company will determine program elements, qualification process, duration of qualification and voluntary or involuntary removal from the program. There will not be a separate bid for the program.
5. SIDA Badge Pay. Any Flight Attendant at a Base requiring a SIDA badge will be paid one (1) Credit hour annually in the January Bid Period.
6. Junior Assignment Pay. Flight Attendants who are junior assigned will be paid at 200% of their hourly rate per scheduled Block Hour of the assigned Trip. Junior assignment pay is calculated separately from other flight time during the Bid Period and does not apply towards the monthly total.
7. Random Drug/Alcohol Testing Pay. A Flight Attendant shall be paid and credited at his or her applicable hourly rate in addition to guarantee, one-half (.5) hour of pay for each drug test and/or alcohol test. New hires prior to becoming qualified and Flight Attendants receiving a confirmed positive result are not eligible for payment under this provision.
8. Visa Pay. The Company will pay for any visas required to complete duties as a Flight Attendant.

## **K. PAYROLL**

1. The Company will transmit payroll funds to a Flight Attendant’s account by the 5<sup>th</sup> and 20<sup>th</sup> of each month. Flight Attendants who do not have direct deposit will be paid on the 5<sup>th</sup> and 20<sup>th</sup> of each month. (If the 5<sup>th</sup> or 20<sup>th</sup> falls on a Saturday, Flight Attendants will be paid on the Friday before. If the 5<sup>th</sup> or the 20<sup>th</sup> falls on a Sunday, Flight Attendants will be paid on the Monday after). If the Monday is a bank holiday, the Flight Attendant will be paid on Tuesday. Any unforeseen circumstances that would cause a change to this policy will be published in a memo to the Flight Attendants.
2. The check on the 5<sup>th</sup> of the month includes 37:30 hours plus per diem for the previous Bid Period. The check on the 20<sup>th</sup> includes the remainder of the hours credited and flown in the previous Bid Period plus any adjustments from the previous Bid Period (e.g., over time, sick, vacation).
3. Red-eye Transition Pay. Red-eye pay during a transition will be credited as referenced in Article 5.J.6.
4. Payroll Overpayment Corrections. The Company will notify a Flight Attendant of any overpayment corrections prior to the pay date on which the correction will be made.
5. Payroll Underpayment Corrections. The Company will correct payroll underpayments of \$100.00 or less on the next pay day following notification to the Company of the underpayment, unless notification was

provided less than two (2) business days prior to the pay date. Underpayments over \$100.00 will be corrected as soon as possible, but no later than two (2) business days after notification to the Company.

**ARTICLE 4**  
 **HOURS OF SERVICE AND CREW LEGALITY**

**A. GENERAL**

1. Crew legality as defined by the FARs is the shared responsibility between the Flight Attendant and the Company's Crew Scheduling Department. It is the Flight Attendant's responsibility to bring any legality problems she/he is aware of to the Company's attention. Crew Scheduling will make the final determination of whether a Flight Attendant is legal to fly and will assume responsibility for the decision.
2. During a turn of fifty minutes (:50) or less, the Flight Attendants should remain on the aircraft to prevent boarding or departure delays.

**B. DUTY PERIOD**

1. A Flight Attendant will be scheduled in accordance with FARs and this Agreement. For the purposes of this Agreement "Scheduled" shall mean original Trip construction, Reserve assignment, monthly bid award, a Trip that has been Rescheduled or Rerouted in accordance with Article 5.M., or Flight Attendant/Company initiated schedule changes. Company initiated schedule changes do not include events beyond the control of the Company such as delays, diversions or gate returns.
2. Duty Period – Duration
  - a. Standard Duty Period (excludes CDO, Red-eye and International)
    - i. Scheduled: A Flight Attendant will not be scheduled for more than thirteen and a half hours (13:30) on duty.
    - ii. Scheduled During a DIO: A Flight Attendant may be scheduled to a maximum of fourteen hours (14:00) during a DIO.
    - iii. Actual (Non-Declared Irregular Operations): Due to circumstances beyond the control of the Company, such as ATC delay, weather and mechanicals, a Flight Attendant's standard duty period may actually exceed thirteen and a half hours (13:30) to a maximum of sixteen (16:00) hours. However, a Flight Attendant, at her/his sole option, may voluntarily exceed this limitation. A Flight Attendant may be asked, and may elect, but will not be required, to depart on a flight estimated to land more than sixteen (16:00) hours after Report Time.
    - iv. Actual (Declared Irregular Operations): During a DIO, a Flight Attendant's standard duty period may actually exceed thirteen and a half hours (13:30) to a maximum of eighteen hours (18:00). However, a Flight Attendant, at her/his sole option, may voluntarily exceed this limitation. A Flight Attendant may be asked, and may elect, but will not be required, to depart on a flight estimated to land more than eighteen hours (18:00) after Report Time.
  - b. CDO Duty Period
    - i. Scheduled: A Flight Attendant will not be scheduled for more than fourteen hours (14:00) of duty while on a CDO.
    - ii. Scheduled During a DIO: A Flight Attendant may be scheduled to a maximum of fourteen hours (14:00) during a DIO.

- iii. Actual (Non-Declared Irregular Operations): Due to circumstances beyond the control of the Company, such as ATC delay, weather and mechanicals, a Flight Attendant's CDO duty period may actually exceed fourteen hours (14:00) to a maximum of sixteen (16:00) hours. However, a Flight Attendant, at her/his sole option, may voluntarily exceed this limitation. A Flight Attendant may be asked, and may elect, but will not be required, to depart on a flight estimated to land more than sixteen (16:00) hours after Report Time.
- iv. Actual (Declared Irregular Operations): During a DIO, a Flight Attendant's CDO duty period may actually exceed fourteen hours (14:00) to a maximum of eighteen hours (18:00). However, a Flight Attendant, at her/his sole option, may voluntarily exceed this limitation. A Flight Attendant may be asked, and may elect, but will not be required, to depart on a flight estimated to land more than eighteen hours (18:00) after Report Time.

c. Red-Eye Duty Period

- i. Scheduled Non-DIO: A Red-eye Duty Period will not be scheduled to exceed twelve and a half hours (12:30).
- ii. Scheduled During a DIO: A Flight Attendant may be scheduled to a maximum of fourteen hours (14:00) during a DIO.
- iii. Actual (Non-Declared Irregular Operations): Due to circumstances beyond the control of the Company, such as ATC delay, weather and mechanicals, a Flight Attendant's Red-eye duty period may actually exceed twelve and a half hours (12:30) to a maximum of sixteen hours (16:00). However, a Flight Attendant, at her/his sole option, may voluntarily exceed this limitation. A Flight Attendant may be asked, and may elect, but will not be required, to depart on a flight estimated to land more than sixteen (16:00) hours after Report Time.
- iv. Actual (Declared Irregular Operations): During a DIO, a Flight Attendant's Red-eye duty period may actually exceed twelve and a half hours (12:30) to a maximum of eighteen hours (18:00). A Flight Attendant will not depart on a flight scheduled to land more than eighteen hours (18:00) after Report Time. However, a Flight Attendant, at her/his sole option, may voluntarily exceed this limitation. A Flight Attendant may be asked, and may elect, but will not be required, to depart on a flight estimated to land more than eighteen hours (18:00) after Report Time.

d. International Duty Period

- i. Scheduled: A Flight Attendant will not be scheduled for more than fourteen hours (14:00) of duty while on an International Duty Period.
- ii. Scheduled During a DIO: A Flight Attendant may be scheduled to a maximum of fourteen hours (14:00) during a DIO.
- iii. Actual (Non-Declared Irregular Operations): Due to circumstances beyond the control of the Company, such as ATC delay, weather and mechanicals, a Flight Attendant's International Duty Period may actually exceed fourteen hours (14:00) to a maximum of sixteen (16:00) hours. However, a Flight Attendant, at her/his sole option, may voluntarily exceed this limitation. A Flight Attendant may be asked, and may elect, but will not be required, to depart on a flight estimated to land more than sixteen (16:00) hours after Report Time.
- iv. Actual (Declared Irregular Operations): During a DIO, a Flight Attendant's International Duty Period may exceed fourteen hours (14:00) to a maximum of eighteen hours (18:00). However, a Flight Attendant, at her/his sole option, may voluntarily exceed this limitation. A Flight Attendant may be

asked, and may elect, but will not be required, to depart on a flight estimated to land more than eighteen hours (18:00) after Report Time.

- 3 A Flight Attendant whose next scheduled flight would, if flown, cause her/him to exceed the maximums in 2. above will call Crew Scheduling as soon as practical.
4. A required training session, Company Business, or an additional required preflight training briefing before or after a Trip, without an intervening Rest period, will be included in the duty period.
5. Fatigue Call. It is the Flight Attendant's responsibility to notify Crew Scheduling of any work-related circumstances (e.g., excessive hours, Rest interruptions) that may impair her/his ability to perform required duties. If a Flight Attendant is removed from duty due to fatigue, she/he will not be credited (paid) for the flight hours removed.

## **C. REST PERIOD**

1. A Flight Attendant will be free from all duty and requirements of the Company while on a Rest period. A Flight Attendant's Rest period begins when her/his duty period ends and begins at Report Time for her/his next duty period. Nothing herein precludes the Company from calling a Flight Attendant on Rest to discuss an incident which requires immediate attention.

a. Rest Period – Duration

i. In Base

Scheduled: No less than eleven hours (11:00)

Actual: No less than ten hours (10:00)

Reserve Returning to Base After a Red-eye: No less than twelve hours (12:00) in accordance with Article 6.G.5.

ii. Out of Base

A Flight Attendant will not be scheduled for or actually receive less than ten hours (10:00) of Rest outside Base.

b. Minimum Rest Periods

i. Less than sixteen hours (16:00) of actual duty: No less than ten (10) hours.

ii. Between sixteen hours (16:00) and seventeen hours (17:00) of actual duty: thirteen hours (13:00) or more.

iii. More than seventeen hours (17:00) of actual duty: fifteen hours (15:00) or more.

c. Rest Period – Start

A Flight Attendant's Rest period begins at Release pursuant to D.2. below.

d. Rest Period – End

A Flight Attendant's Rest period ends at Report Time pursuant to D.1. below.

2. Schedule Adjustment Necessary to Accommodate Required Rest

a. In Base

A Flight Attendant in Base whose next scheduled duty period is scheduled to begin before she/he receives the required Rest in 1. above will be removed from the least amount of time in her/his next scheduled Trip which allows the Rest requirement to be met and the Trips will not be combined. The Flight Attendant will be placed back onto the scheduled Trip at the point that it passes through Base after the Rest requirement has been satisfied. If the scheduled Trip does not pass through Base, Crew Scheduling will remove the Trip and assign the Flight Attendant to an alternate Trip per Reassignment parameters. If no Trip is available, Crew Scheduling will Release the Flight Attendant from the first day and assign Available per AVA rules for any subsequent day(s); or

The Flight Attendant may request to be removed from the Trip and waive the Credit. Release will be determined by Crew Scheduling and be based upon adequate Reserve staffing.

b. Out of Base

A Flight Attendant who due to circumstances beyond the control of the Company, such as ATC delay, weather and mechanicals is projected to receive less than the minimum required Rest will be required to contact Crew Scheduling. At the option of Crew Scheduling, scheduled flying may be delayed to accommodate the Rest requirement, or the Flight Attendant may be assigned alternative flying in accordance with Article 5.M. A Flight Attendant will receive pay and Credit for the original Trip or the Trip flown, whichever is greater.

3. When a crew member is on legal Rest at a Layover station, and Crew Scheduling must contact them for a schedule adjustment, they will make every effort to do so in the first two (2) hours or the last two (2) hours of the Rest period.

4. 1-in-7

a. Scheduled:

A Flight Attendant will be Scheduled for one (1) Calendar Day Off in Base in any seven (7) consecutive days.

b. Actual (Non-Declared Irregular Operations):

i. Release Prior to 0200 BLT:

Due to circumstances beyond the control of the Company, such as ATC delay, weather and mechanicals, a Rest period beginning no later than 0200 BLT will meet the one (1) Calendar Day requirement so long as all of the following conditions are met:

(a) Release time on the 6<sup>th</sup> day was scheduled prior to midnight BLT;

(b) Due to circumstances beyond the control of the Company, the Flight Attendant returns to Base after midnight BLT into a scheduled Day Off;

(c) The Flight Attendant has a consecutive 24-hour break within seven (7) consecutive days.

Example: A Flight Attendant has one 4-day trip that reports at 1700 on Monday the 10th and is scheduled to be released at 2300 on Thursday the 13th. In this example, this trip is referred to

as "trip A". The Flight Attendant is also scheduled for another 4-day trip that reports at 0700 on Saturday the 15th and is scheduled to be released at 1200 on Tuesday the 18th. This trip is referred to as "trip B." The Flight Attendant is originally scheduled to have a calendar day off (Friday the 14th) in between trip A and trip B. In this example, the Company is not in a Declared Irregular Operation (DIO). As the result of a flight delay, the Flight Attendant is not released from the last duty period of trip A until 0130 on Friday the 14th. No schedule adjustment will be made. That is, the Flight Attendant was released prior to 0200 and has a break that satisfies the one (1) in seven (7) requirements.

ii. Release After 0200 BLT:

A Flight Attendant who was scheduled for one (1) Calendar Day Off in seven (7) consecutive days but, due to circumstances beyond the control of the Company, such as ATC delay, weather and mechanicals, is released to Rest after 0200 on the seventh (7<sup>th</sup>) Calendar Day, the subsequent Calendar Day will be a Day Off. If scheduled flying must be removed from a Flight Attendant's schedule to satisfy this requirement, the Flight Attendant shall be placed back on his/her scheduled Trip at the first point that it passes through Base after the Calendar Day Off requirement has been satisfied. If the scheduled Trip does not pass through the Flight Attendant's Base the Company may, at its discretion, Deadhead the Flight Attendant to resume the scheduled Trip. If placing the Flight Attendant back on the Trip results in a day (or days) that that Flight Attendant was legal to work, but has no flying, then the Flight Attendant will be placed on AVA status pursuant to Article 5.M. for those days.

Example 1: A Flight Attendant has one 4-day trip that reports at 1700 on Monday the 10<sup>th</sup> and is scheduled to be released at 2300 on Thursday the 13<sup>th</sup>. In this example, this trip is referred to as "trip A". The Flight Attendant is also scheduled for another 4-day trip that reports at 0700 on Saturday the 15<sup>th</sup> and is scheduled to be released at 1200 on Tuesday the 18<sup>th</sup>. This trip is referred to as "trip B." The Flight Attendant is originally scheduled to have a calendar day off (Friday the 14<sup>th</sup>) In between trip A and trip B. In this example, the Company is not in a Declared Irregular Operation (DIO). As the result of a flight delay, the Flight Attendant is not released from the last duty period of trip A until 0230 on Friday the 14<sup>th</sup>. The Flight Attendant will receive a calendar day off on Saturday the 15<sup>th</sup>. Trip B passes through the Flight Attendant's base on Sunday the 16<sup>th</sup> and the Flight Attendant is scheduled to rejoin trip B at the point that it passes through base. She/he will be pay protected, limited to the value of the original or actual pairing, whichever is greater, for the flying dropped to accommodate the calendar day off.

Example 2: A Flight Attendant has one 4-day trip that reports at 1700 on Monday the 10<sup>th</sup> and is scheduled to be released at 2300 on Thursday the 13<sup>th</sup>. In this example, this trip is referred to as "trip A". The Flight Attendant is also scheduled for another 4-day trip that reports at 0700 on Saturday the 15<sup>th</sup> and is scheduled to be released at 1200 on Tuesday the 18<sup>th</sup>. This trip is referred to as "trip B." The Flight Attendant is originally scheduled to have a calendar day off (Friday the 14<sup>th</sup>) In between trip A and trip B. In this example, the Company is not in a Declared Irregular Operation (DIO). As the result of a flight delay, the Flight Attendant is not released from the last duty period of trip A until 0230 on Friday the 14<sup>th</sup>. The Flight Attendant will receive a calendar day off on Saturday the 15<sup>th</sup>. Trip B does not pass through base on Sunday the 16<sup>th</sup> but there is an available deadhead flight from the Flight Attendant's base on Sunday that will allow the Flight Attendant to resume trip B in another location. The Flight Attendant is scheduled to deadhead on Sunday to resume the trip. She/he will be pay protected, limited to the value of the original or actual pairing, whichever is greater, for the flying dropped to accommodate the calendar day off, and will be paid for the deadhead.

Example 3: A Flight Attendant has one 4-day trip that reports at 1700 on Monday the 10<sup>th</sup> and is scheduled to be released at 2300 on Thursday the 13<sup>th</sup>. In this example, this trip is referred to as "trip A". The Flight Attendant is also scheduled for another 4-day trip that reports at 0700 on Saturday

the 15<sup>th</sup> and is scheduled to be released at 1200 on Tuesday the 18<sup>th</sup>. This trip is referred to as “trip B.” The Flight Attendant is originally scheduled to have a calendar day off (Friday the 14<sup>th</sup>) In between trip A and trip B. In this example, the Company is not in a Declared Irregular Operation (DIO). As the result of a flight delay, the Flight Attendant is not released from the last duty period of trip A until 0230 on Friday the 14<sup>th</sup>. The Flight Attendant will receive a calendar day off on Saturday the 15<sup>th</sup>. Trip B does not pass back through base. The Flight Attendant is placed on available to assign status (AVA) for Sunday the 16<sup>th</sup> through Tuesday the 18<sup>th</sup>, and will be pay protected, limited to the value of the original or actual pairing, whichever is greater, for flying dropped to accommodate the calendar day off.

Example 4: A Flight Attendant has one 4-day trip that reports at 1700 on Monday the 10<sup>th</sup> and is scheduled to be released at 2300 on Thursday the 13<sup>th</sup>. In this example, this trip is referred to as “trip A”. The Flight Attendant is also scheduled for another 4-day trip that reports at 0700 on Saturday the 15<sup>th</sup> and is scheduled to be released at 1200 on Tuesday the 18<sup>th</sup>. This trip is referred to as “trip B.” The Flight Attendant is originally scheduled to have a calendar day off (Friday the 14<sup>th</sup>) In between trip A and trip B. In this example, the Company is not in a Declared Irregular Operation (DIO). As the result of a flight delay, the Flight Attendant is not released from the last duty period of trip A until 0230 on Friday the 14<sup>th</sup>. The Flight Attendant will receive a calendar day off on Saturday the 15<sup>th</sup>. Trip B does not pass back through base until Monday the 17<sup>th</sup>. The Flight Attendant is scheduled to be on available to assign status on Sunday the 16<sup>th</sup> and then resume the original trip when it passes through base on Monday the 17<sup>th</sup>. She/he will be pay protected, limited to the value of the original or actual pairing, whichever is greater, for flying dropped to accommodate the calendar day off, and may be assigned flying from AVA status, but only if such flying assignment(s) would be legal under the relevant FARs or contractual requirements with respect to the Flight Attendant’s resumption of her flying on Monday the 17<sup>th</sup>.

Example 5: A Flight Attendant has a trip that is scheduled to be released at 2300 on Thursday the 13<sup>th</sup>. In this example, this trip is referred to as “trip A”. The 13<sup>th</sup> is scheduled to be the 6<sup>th</sup> consecutive working day for this Flight Attendant. The Flight Attendant is also scheduled for a 2-day trip that reports at 12:00 on Sunday the 16<sup>th</sup>. This Trip is referred to as Trip B. In this example, the Company is not in a Declared Irregular Operation (DIO). As the result of a flight delay, the Flight Attendant is not released from the last duty period of trip A until 0230 on Friday the 14<sup>th</sup>. No adjustment to Trip B is required since the Flight Attendant will receive a calendar day off on Saturday the 15<sup>th</sup>.

iii. Actual (Declared Irregular Operations):

During a Declared Irregular Operation pursuant to Article 5.M.6. of the Agreement, Crew Scheduling may use a 24-hour break, in or out of Base, to satisfy the requirements for a Calendar Day Off in any seven (7) days.

5. In the event a Flight Attendant builds a schedule with a software system in use by the Company resulting in less than a Calendar Day Off in seven (7) days, the Company will remove flying from the Flight Attendant’s schedule to ensure a Calendar Day Off and the Flight Attendant will not be pay protected for such flying.
6. While on a RON, no Flight Attendant may board a flight for personal reasons with the intent to leave the assigned RON city without prior permission granted from Crew Scheduling. A captain’s permission to travel from the RON city is not a substitute for Crew Scheduling approval.
7. Training
  - a. Single Day Training Class/Event

A single day Training Class/Event requires a ten (10:00) hour Scheduled Rest in Base prior to and following the event, unless a Flight Attendant, at her/his sole option, agrees to less than ten (10:00)

hours. In no event will a Flight Attendant receive less than eight (8:00) hours of Rest. A Flight Attendant with a Training Class/Event lasting less than four (4) hours in duration may add flying after the Class/Event so long as it complies with duty and Rest requirements of this Agreement.

b. Multi-Day Training Class/Event

A multi-day Training Class/Event requires ten (10:00) hours of Scheduled Rest prior to the Training Class/Event, unless a Flight Attendant, at her/his sole option, agrees to less than ten (10:00) hours. In no event will a Flight Attendant receive less than eight (8:00) hours of Rest.

**D. DUTY PERIOD – REPORT TIME AND RELEASE**

1. Report Time for Duty Period

a. For a Trip

i. In Base

A Flight Attendant's Duty Period for a Trip begins sixty minutes (:60) before Scheduled block out of the first leg of the Trip in Base.

To check in for a Trip in Base, a Flight Attendant will use a Company computer or other Company approved method of checking in.

Except for Crew Scheduling or management, a Flight Attendant is required to check in for her/himself and failure to do so may result in corrective action. All Flight Attendants will be provided with an individual Company log-on and check-in ability. It is the Flight Attendant's responsibility to retain her/his log-on once established. If log-on or password is lost, the Flight Attendant should contact the IT help desk with sufficient time prior to Scheduled check-in should there be difficulties with the Flight Attendant password or system log-on.

If the computer system is down the Flight Attendant will need to contact Crew Scheduling to check-in.

A Flight Attendant who checks-in less than fifteen (:15) minutes after Report Time will remain Scheduled to work the Trip.

A Flight Attendant who checks-in fifteen (:15) minutes or more after Trip Report Time may be placed by Crew Scheduling back on the missed portion of her/his Trip with the concurrence of Inflight management and the Flight Attendant. This decision will be Based on factors such as available replacement staffing or possible delay impact. The Flight Attendant will only be paid for the portion of the Trip she/he works.

ii. On a RON

(a) A Flight Attendant's Duty Period begins fifty minutes (:50) before the Scheduled departure of the first Leg of the day.

(b) For Ready Reserve

A Flight Attendant's Duty Period for Ready Reserve begins at the start of the Ready Reserve period in the crew room or designated location.

To check-in for Ready Reserve, a Flight Attendant will call Crew Scheduling or use another

Company approved method of checking-in upon reaching the crew room.

(c) For Training Class

A Flight Attendant's Duty Period for training begins at the start of a training class.

The check-in procedure for training will be signing-in on the sign-in sheet.

2. Duty Period Release

a. From a Trip

i. In Base

Lineholders – Release from a Duty Period in Base shall be thirty minutes (:30) after Block-in of a domestic flight and thirty minutes (:30) after Block-in of an International flight.

Reserves – Release from a Trip for a Reserve Flight Attendant will be in accordance with Article 6.

ii. On a RON

Release from a Duty Period into a RON shall be thirty minutes (:30) after Block-in of a domestic flight and thirty minutes (:30) after Block-in of an International flight.

b. From Ready Reserve

Release from Ready Reserve will be in accordance with Article 6.

c. From Training

Release from a training Duty Period occurs at the end of the class. The Release from a Duty Period for a Flight Attendant who Deadheads to Base will be thirty minutes (:30) after Block-in.

**E. REPORT TIME TO THE AIRCRAFT**

1. Live Leg

Fifty minutes (:50) prior to Scheduled block out.

2. Deadhead

Thirty minutes (:30) prior to Scheduled block out.

3. Flight Attendants reporting to the aircraft less than forty-five (:45) minutes prior to departure may be replaced.

4. Nothing herein will prevent the Company from delaying the Report Time for a Duty Period when the first flight of the day is delayed due to circumstances beyond the control of the Company, such as ATC delay, weather and mechanicals. If the Company delays the Report Time, the Flight Attendant will be notified prior to the originally Scheduled Report Time. The Report Time of the Flight Attendant will not be delayed if she/he has already reported to the airport.

## F. DAYS OFF

### 1. Reserve Lines

A minimum of eleven (11) days free of duty will be Scheduled in every Reserve Line. For each Flight Attendant crew Base that is open for the whole year, the minimum Scheduled Days Off will be increased to twelve (12) for four (4) Bid Periods per year. If Reserves in a Base will be Scheduled with twelve (12) Days Off in a Bid Period, notice will be included in the bid packet for that Bid Period.

### 2. Lineholders

A minimum of eleven (11) days free of duty will be Scheduled in every Line constructed in the Automated Bid System.

### 3. Mixed Lines

A minimum of eleven (11) days free from duty will be Scheduled in every Mixed Line.

## G. DUTY & REST CHARTS

Duty Chart				
	Scheduled		Actual	
	Standard	DIO	Standard*	DIO*
<b>Standard</b>	13:30	14	16	18
<b>CDO</b>	14	14	16	18
<b>Red-eye</b>	12:30	14	16	18
<b>International</b>	14	14	16	18

*\*A Flight Attendant has the option to extend beyond the hours in the Actual and DIO columns.*

Rest Chart			
	Min. Scheduled	Min. Actual	Min. DIO
<b>In Base</b>	11	10	10
<b>Out of Base</b>	10	10	10
<b>Extended Duty: 16 to 17 hours</b>	n/a	13	13
<b>Extended Duty: More than 17 hours</b>	n/a	15	15

## **ARTICLE 5 SCHEDULING**

### **A. AFA SCHEDULING COMMITTEE & SCHEDULING DEPARTMENT**

#### **1. AFA Schedule Committee**

The MEC Officers and Scheduling Committee Chairperson shall be given real time remote access to the Company's crew scheduling systems (currently CrewTrac and FLICA and hereinafter known generally as "CSS") subject to the following conditions set forth in Article 5.A.

2. Access to CSS is provided to the Union solely so that the Union may investigate the Company's compliance with the Parties' Collective Bargaining Agreement, and answer Flight Attendant questions related to scheduling issues. Only individuals who are employees of Frontier Airlines will be granted access to the CSS.
3. The Union will utilize information accessed on CSS in a manner consistent with Paragraph (2) and will not intentionally view accessible information, including, but not limited to personal identifying information, that is not necessary to fulfill the purposes set out in Paragraph (2).
4. The Company will provide training for up to two (2) AFA members, if necessary, on a one-time basis.
5. The cost, if any, of additional individual software licenses for Union access and use of CSS, will be borne equally by the Company and the Union.
6. If it is determined that a Union Representative has accessed CSS, or utilized information accessed on CSS in a manner inconsistent with Paragraphs (2) and (3), then the Union will immediately remove that Representative's access to CSS.
  - a. The Union will immediately suspend a Representative's access to CSS if Frontier communicates to the Union a suspected breach of the Parties' Agreement regarding CSS in connection with such Representative.
  - b. The Union will tolerate no abuse of CSS access or breach of the Parties' Agreement regarding CSS access.
  - c. The Union will immediately notify Frontier of any suspected abuse or breach of the Parties' Agreement regarding CSS access and take steps to remedy any such abuse or breach.
  - d. All Representatives to whom the Union extends access (i.e. employees of Frontier) will, as a condition of such access, execute the appropriate user agreement for the CSS software.
7. The Union and any individual Union members who utilize CSS will sign and abide by the terms of a user agreement to be provided by the Company to safeguard any Company concerns regarding maintaining the security of its systems.
8. The Company and the Union will meet as needed to review any concerns either Party may have regarding Union access to and use of CSS, or the Union's utilization of accessed information.
9. The Scheduling Committee will have access to the PBS software and will participate in the monthly bid award process. The Company and the Committee will work together to run the bid award software and identify the best potential solutions for the Flight Attendants and Company. The Company reserves the right to decide the final outcome of the Bid process.
10. Crew Scheduling will be available 24 hours per day, seven (7) days per week via a domestic toll-free number.

11. Crew Scheduling and Crew Planning will meet with the Scheduling Committee once every two (2) months, or more frequently upon reasonable request, to discuss scheduling related issues.

## **B. TRIP CONSTRUCTION**

1. All known revenue flying, including charters and all other flights requiring Flight Attendants, shall be constructed into Trips and placed into PBS for Bid. Additional revenue flying which becomes known after the Lines have been constructed will be placed into Open Time.
2. The Company will use its best efforts to construct a variety of Trips for each Base. The Company will provide draft Pairing solutions to the AFA Scheduling Committee for review and feedback. The Company will consider the feedback of the Committee, but the Company will make the final determination regarding Trip construction.
3. Trips will not be scheduled to exceed five (5) Calendar Days.
4. During construction of the monthly bid packet, if a flight is Scheduled to begin before, and end after, 0400 at the destination the Duty Period within which the flight is contained will not be constructed to exceed twelve and one-half (12:30) hours of Duty Time. Such Duty Period will not contain a Leg subsequent to the Leg that crosses 0400 unless the subsequent Leg is a Deadhead followed by a Rest Period. Such Deadhead may not occur in the jumpseat and will not be longer than three (3) Block Hours. The Company and the AFA MEC President (or her/his designee) may agree to waive the provisions of this paragraph for the construction of individual Trips.
5. The fifth (5<sup>th</sup>) Leg of the Duty Period must be a Deadhead, otherwise Duty Periods will contain no more than four (4) Legs.

## C. BID PERIOD TIME TABLE

*All times in the Time Table are in Mountain Time unless otherwise indicated.*

Date		Event
4 <sup>th</sup> day of the month	1200	Pre-award Bid Period closes
No later than the 5 <sup>th</sup> day of the month	1200	New Base awards posted
No later than the 6 <sup>th</sup> of the month	1200	Monthly bids open and are posted (including Pre-awards)
No later than the 8 <sup>th</sup> day of the month	1200	Base vacancies posted
11 <sup>th</sup> day of the month	1200	Medical release is required no later than 1200 to bid for the upcoming Bid Period
12 <sup>th</sup> day of the month	1200	Bids close
15 <sup>th</sup> day of the month	1200	Base vacancy bid closes and is effective no less than 45 days and no more than 60 days after bid closing
16 <sup>th</sup> day of the month	1200	Bid awards are posted
16 <sup>th</sup> day of the month	1400	Reserve mixed line bidding begins
17 <sup>th</sup> day of the month	1200	View schedule in the Automated Bid System. Reserve and Mixed lines close.
18 <sup>th</sup> day of the month	1200	Reserve and Mixed Lines posted in the Automated Bid System. Recurrent Training trades open.
18 <sup>th</sup> day of the month	1200 BLT	Trade Board opens for Lineholders and Reserves – including split Trip trades
19 <sup>th</sup> day of the month	1200 BLT	Open Time begins – DROP/ SWAP/ADD only – no splits
22 <sup>nd</sup> day of the month	1200	Pre-award Bid Period opens
26 <sup>th</sup> day of the month	1200 BLT	Open Time Split and Trade Board Split for the current Bid Period close. Open Time Split for the new Bid Period begins.

*To prevent any conflict with the PBS process, Trip Trade and Open Time requests to Add or Swap Duty Periods on the Flight Attendant's schedule for the last six (6) days of the current Bid Period will not be allowed between 1200 BLT on the 10<sup>th</sup> and 1200 BLT on the 18<sup>th</sup>.*

## D. ELIGIBILITY TO BID

1. A Flight Attendant is eligible to bid unless she/he has been granted a leave for the entire Bid Period pursuant to Article 12 or removed for Company Business for the entire Bid Period. A Flight Attendant returning from a leave for medical reasons must submit a doctor's release no later than 1200 MT on the 11<sup>th</sup> of the month prior to the Bid Period to be eligible to Bid.
2. Detailed procedures for returning from a Leave of Absence are contained in Article 12.B.

## E. PREFERENCE BID SYSTEM/PBS

1. Flight Attendants will Bid for monthly schedules using the PBS System.

2. Should the Company wish to change vendors, AFA will be afforded the opportunity to participate in the selection of the new vendor and the Company will not invoice AFA for Flight Pay Loss incurred as a result of vendor selection or implementation. The new vendor will be required to satisfy all the requirements included in this Agreement.
3. No part of the PBS software shall be substituted, altered or modified without the Company reviewing such changes in advance with the Union.
4. The PBS system will allow a Flight Attendant to enter a default Bid. The default Bid will be used by the system if she/he does not enter a Bid.
5. The PBS system will allow a Flight Attendant to enter a Bid that will be used when it becomes necessary to "unstack" Trips on a mandatory basis to prevent excess Open Time.

#### **F. PBS PREFERENCES**

The PBS system will provide Flight Attendants with the following preferences:

1. Average Credit per day
2. Block Hours
3. Carry over Pairing
4. CDO Pairing
5. Check in airport
6. Credit
7. Crew on Pairing
8. Days Off/on
9. Deadheads
10. Departure dates
11. Duty on (BLT)
12. Duty Period length
13. Duty Period Release Time
14. Duty Period Report Time
15. Equipment
16. Fly thru airport
17. Ground Time per Leg
18. Layover date
19. Layovers
20. Legs on first Duty Period
21. Legs on last Duty Period
22. Legs per Duty Period
23. Length of Pairing
24. Pairing number
25. Position
26. Position count
27. Red-eye Pairing
28. Release Time
29. Report Time
30. Soft Credit
31. Specific Pairing
32. Time away from Base
33. Co-Domicile airport
34. Reserve Golden Days – When this option is available in bidding system
35. Reserve Shift Preferences – When this option is available in bidding system
36. Reserve

## G. LINE CONSTRUCTION

### 1. Known Absences

- a. The Company will apply any known absence to a Flight Attendant's schedule. The Credit value of the known absence(s) will be reflected in the total value of the Line for purposes of the Line construction parameters. At the Flight Attendant's option, a Flight Attendant who has a known Union business absence may, no later than 1200 Mountain Time on the 4<sup>th</sup>, elect to have the associated Union business Credit not counted toward her/his Awarded Line Credit value during the bid run.

Code	Description	Daily Credit
ASC	Union Business (Co. paid)	5:00
CO1	Company Business	1:00
CO2	Company Business	6:00
CO3	Company Business	2:00
CO4	Company Business	4:30
CO5	Company Business	5:00
COL*	Company Offered Leave	2:30
COM	Company Business	4:00
CRT*	Court Summons	2:30
DOM*	Day Off - Moving Bases	2:30
FLA*	Family Leave	2:30
AC2	Union Business/Pre-block (Co. paid)	5:00
LOA*	Leave of Absence	2:30
MAT*	Maternity Leave	2:30

Code	Description	Daily Credit
MED*	Medical Leave	2:30
MIL*	Military Leave	2:30
MNA*	Medical Leave	2:30
N/L*	Not Legal	2:30
OJI*	On the Job Injury	2:30
PLA*	Personal Leave	2:30
RES*	Resignation	2:30
RGS	Recurrent Ground School	6:00
SUS*	Suspension	2:30
UNI	Union Business	5:00
VAC	Vacation	3:00
VA1	Vacation	3:00
VA2	Vacation	4:00
VA3	Vacation	5:00

\* Artificial Credit to help establish the bid award Credit hours. Flight Attendants are not paid for Artificial Credit.

- b. For the purposes of Line construction, the planned absences or events that are known prior to the close of the bids will be credited with the same value as the pay Credit associated with that known absence.

2. CDO's will be credited with Scheduled Block Time, actual Block Time or six (6) hours, whichever is greater.
3. PBS Line Minimum/Maximums and Thresholds
  - a. Minimum/Maximum Credit Hours
    - i. With the exception of a Line awarded pursuant to Article 5.K. (Low-Time Flight Attendants), a Flight Attendant's Line will not be constructed with fewer than sixty (60) Credit Hours.
    - ii. A Flight Attendant's Line will not be constructed with more than one hundred and twenty (120) hours.
  - b. Company Threshold

The Company threshold will not be more than eighty-nine (89) Credit Hours except that up to four (4) times per year per crew Base the Company may increase the threshold above eighty-nine (89) Credit Hours. In no case will the Company use a threshold greater than ninety-five (95) Credit Hours.

Exceptions to this rule will only be allowed through agreement between the AFA MEC President and Frontier's Director of Crew Resources.

- c. Flight Attendants will be able to preference personal Credit thresholds of between sixty (60) hours and one hundred and twenty (120) hours.
- 4. Awarded a Line with Less than 75 Hours

A Flight Attendant who is awarded a line below seventy-five (75:00) Credit Hours, who did not bid for such a line based on a personal Credit threshold below seventy-five (75:00) Credit Hours, will exercise one of the following options. The instructions for contacting the Company for the purposes of this provision will be published in each monthly bid packet.

- a. Accept the Line and the associated Line Credit value as it was awarded. If the Flight Attendant does not contact the Company as provided by paragraph b. or paragraph c., below, she/he has exercised this option and will not be guaranteed a Line value above the awarded Line value.
- b. Contact the Company no later than 0800 Mountain Time on the 17<sup>th</sup> to request that Reserve days be placed on her/his schedule for the next Bid Period creating a Mixed Line.
  - i. The Reserve Shifts will be added to the schedule in a group of no less than two (2) and the resulting Line value will not exceed 82:59.
  - ii. The Credit value for a Reserve Shift will originally be four (4) hours per Reserve Shift. The final Credit value for the Reserve Shift will be the sum of Credit for the flying assigned on such Reserve Shift or four (4) hours times the number of Reserve Shifts, whichever is greater.

Example: If a Flight Attendant is assigned two (2) Reserve Shifts and is assigned flying equaling a total of ten (10) Credit Hours over those two (2) Days, the Flight Attendant will receive ten (10) hours of Credit for the Reserve Shifts.

- iii. The Company will determine the placement of the Reserve days and Shifts. If the placement of Reserve days and Shifts is not acceptable to the Flight Attendant, she/he may decline the Mixed Line and select the option from 5.G.4.a., above, or 5.G.4.c., below.
- iv. If a Mixed Line cannot be constructed that results in Credit of at least 75:00, while also satisfying the minimum Scheduled Days Off required by Article 4, Hours of Service, the Flight Attendant will only have the options contained from 5.G.4.a., above, or 5.G.4.c., below.
- c. Contact the Company no later than 0800 Mountain Time on the 17<sup>th</sup> to request that the awarded Line be removed for the following Bid Period. If this option is selected the Flight Attendant will be awarded a Reserve Line during the Reserve Bid for the following Bid Period.
- 5. For the initial Bid, A Flight Attendant will be Scheduled for a minimum of one (1) Calendar Day Off in Base during every seven (7) day period.
- 6. Lines will be constructed with a minimum of eleven (11) hours of Domicile Rest in between Trips.
- 7. Regular Lines will not contain Reserve Shifts.

## **H. BIDDING**

### **1. Bid Packet**

The Company will publish electronic bid packets on a monthly basis no later than the time when the bidding opens. For each Bid Period, the Company will publish a number of paper bid packets that is equivalent to twenty five percent (25%) of the eligible bidders at each Base. If it becomes permissible for Flight Attendants to access personal electronic devices in-flight, the Company may eliminate the publication of paper bid packets.

### **2. Bid Closing**

All formal bidding will be submitted on the Automated Bid System no later than 1200 MT on the 12<sup>th</sup> day of the month. The Company does not accept bids by faxes, e-mail or any other means. Each Flight Attendant is responsible for her/his Bid.

3. PBS will be used to generate monthly schedules for Frontier Flight Attendants, based on individual preferences, in a manner that honors Seniority, prohibits scheduling conflicts for known absences and transition, controls the volume and distribution of residual Open Time, and satisfies all contractual scheduling limitations.
4. All monthly Lines, including Reserve Lines in this process, will be awarded in accordance with Seniority and Bid preferences. In cases where a Flight Attendant is denied a Bid preference to ensure adequate daily work coverage, such assignment will be in accordance with the Bid preferences of the Flight Attendant and forced in inverse order of Seniority. Bid preferences, which are denied in order to ensure adequate daily work coverage, will deviate from Seniority order only due to unavoidable limitations of the PBS algorithm.

### **5. Failure to Bid**

The PBS system will construct a Line for a Flight Attendant who fails to Bid and doesn't have a default Bid if she/he has the Seniority to hold a Line. If there are not enough Trips to fill a Line or the Flight Attendant does not have the Seniority to hold a Line, she/he will go on Reserve for the failure to Bid.

### **6. Unattainable Parameter Requests**

Each Flight Attendant is responsible for her/his Bid. If, prior to publication of an Award, the AFA Scheduling Committee and the Company agree that an individual Flight Attendant entered a Bid that is causing excessive run times due to unattainable parameter requests, the parties may agree to allow the AFA Scheduling Committee to modify the Bid and rerun the Award. The AFA Scheduling Committee will make every effort to contact the Flight Attendant to discuss the Bid issue.

### **7. Mixed Lines**

Flight Attendants awarded Reserve status during the monthly Bid will have the opportunity to participate in a secondary Bid for Mixed Lines if Mixed Lines are available.

### **8. Automated Bid System Errors**

If an error is made within the Automated Bid System and a Flight Attendant is not awarded a Trip that she/he should have been given, she/he will be paid and credited for the Trip(s) and will be free from all duty on those day(s). Any errors should be promptly brought to the attention of the Crew Planning Department and the AFA Scheduling Committee. The appropriate email addresses will be provided in the bid packet.

## **I. PRE-AWARD PERIOD/RESULTS PAGE**

1. Pre-award Period.
  - a. Pre-awards include the following: vacation, vacation slides, Recurrent Training and other scheduled training, scheduled Company Business, Union Business, jury duty and other known absences.
  - b. Company Business pre-planned meetings that are not blocked for an entire day in the Automated Bid System will allow for a Flight Attendant to fly that day as long as it does not conflict with the Company meeting.
  - c. Any Trips on Company Business meeting days must meet the duty and Rest limitations.
  - d. Requests asking the Company/Crew Planning to pick any date for the Pre-award will not be granted. A Flight Attendant must specify the date.
  - e. A Flight Attendant will verify that her/his Pre-awards are included in the system prior to entering her/his Bid and will notify Crew Planning by 1700 MT on the 11<sup>th</sup> to correct any errors or omissions.
  - f. Pre-awards will be processed according to the following priority:
    - i. Vacation Slides
    - ii. Training
    - iii. Company Business
    - iv. Union Business
    - v. And all other known absences
2. Results Page
  - a. Reviewing the results page is the Flight Attendant's responsibility, which includes, but is not limited to:
    - i. Carry-In.  
Example: Any Trip that carries into the new Bid Period that conflicts with a pre- awarded, preplanned absence or any given Credit for those hours will be dropped, but not pay protected except in the case of vacation transition referenced in Article 5.J.5.
    - ii. Vacation.
    - iii. Recurrent training.
    - iv. Company Business.
  - b. Parameters  
All administrative parameters are subject to the Company's discretion and operational necessity.

### 3. Vacation Awards and Slides

- a. A Flight Attendant may slide her/his vacation period plus or minus three (3) Calendar Days from the first day of the awarded period. A Flight Attendant will not be permitted to slide a vacation period between individual Bid Periods.
- b. Vacation periods start on the first day of the listed dates in this Agreement unless the Flight Attendant exercises the slide option in the Automated Bid System.
- c. A Flight Attendant who intends to slide her/his vacation period will do so during the Pre-award period. Crew Planning will not add, change or cancel any slide request. Vacation slide requests are processed prior to the processing of training, Company Business and Union Business requests.

## J. TRANSITION

1. If a Trip from the previous Bid Period ends on a day in the new Bid Period, and the Flight Attendant is legal to start a Trip on that same day it arrives in Base, the Automated Bid System will allow the Flight Attendant to Bid or assign Trips starting after the arrival time with respect to legalities.
2. Flight hours flown for the new Bid Period from the previous Bid Period's Trip will be Credited to the new Bid Period's total Block Hours for Credit purposes.
3. In the event that a Trip of the preceding Bid Period falls into the new Bid Period, the Flight Attendant will complete the Trip. When it is time for a Flight Attendant to bid for the new Bid Period, she/he will not be able to bid those days of the new Bid Period in the Automated Bid System. Those days will automatically be blocked; therefore, there will not be a transition conflict.
4. If a transition Trip overlaps an awarded vacation day, the Flight Attendant may slide her/his vacation during the Pre-award period to resolve the conflict.
5. If a transition Trip overlaps an awarded vacation day(s) and the Flight Attendant chooses not to slide his/her vacation, the overlapping portion of the Trip will be dropped if the Trip can be split in Base. Otherwise, the entire Trip will be dropped to resolve the conflict. The Flight Attendant will not be paid for any flying removed to resolve the conflict. If the Flight Attendant would like to remain on the conflicting Trip, he/she must contact Crew Planning via email no later than 1200 Mountain Time on the 4<sup>th</sup> of the month prior to the month in which the vacation is scheduled to begin.
6. If a Flight Attendant checks in for a Red-eye Trip on the last day of a Bid Period that is scheduled to depart before 2359 BLT of the Bid Period and is still flying into a new Bid Period, the Block Hours for that leg will be credited to the prior Bid Period's hours. Any legs flown after the Red-eye within the same sequence will be credited to the following Bid Period as carry-in.

## K. LOW-TIME FLIGHT ATTENDANTS

### 1. General

Inflight will offer Low-time Flight Attendant positions in six-month increments. A Bid will be distributed stating the timeline for application, and the number of Low-time Flight Attendant positions that will be offered. The Low-time positions will be awarded in Seniority order.

### 2. Eligibility

- a. A Flight Attendant is eligible for the Low-time position if she/he has been Active for a minimum of six (6) months and is not on Reserve status.

- b. Any Flight Attendant interested in the Low-time position must follow all procedures for application/acceptance that are supplied in the Bid instructions.
- c. Flight Attendants must be Active at the point of the start date of the program to be eligible to apply.
- d. Any Flight Attendant who is awarded a Low-time position will be required to commit to the position for the entire six (6) month term.
- e. Flight Attendants will only be awarded a vacancy transfer while on Low-time if the Company has posted for Low-time vacancy transfers.

### 3. Reversion from Low-Time Status

- a. A Low Time Flight Attendant will revert to full time for any month during her/his six (6) month term for any Bid Period the system is unable to build a Low-time line. For that month, she/he will be on Reserve.
- b. Should a life changing event occur (as defined by the Company's employee benefits policy as of July 25, 2018), a Flight Attendant may request to be returned to full-time status provided the Company has vacancies for full-time positions. Should a Flight Attendant request to invoke this provision and return to full-time status, she/he should contact Crew Planning for vacancy information.

### 4. Low-time Hours and Scheduling Requirements

- a. Any Flight Attendant who is awarded a low-time position must earn between 37:30 and 59:59 Credit hours per monthly Bid Period. Flight Attendants awarded a Low-time position will build a line in the Automated Bid System of 37:30 to 58:00 hours. A Flight Attendant who is awarded a Low-time line may Trade or Swap Trips in the Automated Bid System but may not exceed 58:00 hours.
- b. The Company may increase the Low-time base to 47:30 hours up to three times per year and with prior notification based on seasonal operational necessity. The notification will be included in the Bid packet for the affected Bid Period. Conditions that must be met pertaining to the 37:30 base will apply to the 47:30 base in designated Bid Periods.
- c. In the event that a Flight Attendant goes over the 59:59-hour maximum Low-time Credit window in actual operations (weather, mechanical, etc.) or Declared Irregular Operations, there will be no penalty to the Flight Attendant in these situations.

### 5. Benefit Changes for Low-Time Flight Attendants

Benefit	Change from Full-Time Status
Sick	50% Accrual
Vacation	50% Accrual
Uniform Allowance	50% Accrual
Passes	No Change
Buddy Passes	½ of a Full-Time Employee
Health Benefits	See Company Policy
Dental Vision	See Company Policy

*All Low-time Flight Attendants will bid in the Automated Bid System each Bid Period. Also, all Low-time Flight Attendants will have access to Open Time and the Trade Board just as all full-time Flight Attendants.*

## 6. Temporary Low-time Positions

- a. At a Base where overstaffing occurs, the Company may offer Temporary Low-time to Flight Attendants.
- b. Notice of this offer will be made via Comply365 (or any replacement system) no less than six (6) weeks prior to the first day of the affected Bid Period.
- c. The method by which a Flight Attendant submits a bid for Temporary Low-time will be determined by the Company.
- d. The bid for Temporary Low-time will close four (4) weeks prior to the first day of the affected Bid Period.
- e. Bids for Temporary Low-time will be awarded in seniority order.
- f. The provisions of 5.K.1.- 5.K.3. and 5.K.5. do not apply to a Flight Attendant on Temporary Low-time.

## L FLIGHT ATTENDANT ADJUSTMENT OF SCHEDULE

### 1. Minimum Credit Requirements

At the completion of each Bid Period, each Full-time Flight Attendant is required to accumulate a minimum of 50 Credit hours and each Low-time Flight Attendant is required to accumulate a minimum of 37:30 Credit hours. These values will be prorated to account for unpaid, approved absences based on the following table:

Required Minimum Hours			Required Minimum Hours		
Available Days	Full Time	Low Time	Available Days	Full Time	Low Time
1	1.79	1.34	1	1:47	1:20
2	3.57	2.68	2	3:34	2:41
3	5.36	4.02	3	5:22	4:01
4	7.14	5.36	4	7:08	5:22
5	8.93	6.70	5	8:56	6:42
6	10.71	8.04	6	10:43	8:02
7	12.50	9.38	7	12:30	9:23
8	14.29	10.71	8	14:17	10:43
9	16.07	21.05	9	16:04	12:03
10	17.86	13.39	10	17:52	13:23
11	19.64	14.73	11	19:38	14:44
12	21.43	16.07	12	21:26	16:05
13	23.21	17.41	13	23:13	17:25
14	25:00	18.75	14	25:00	18:45
15	26.79	20.09	15	26:47	20:05
16	28.57	21.43	16	28:34	21:26
17	30.36	22.77	17	30:22	22:46
18	32.14	24.11	18	32:08	24:07
19	33.93	25.45	19	33:56	25:27
20	35.71	26.79	20	35:43	26:47
21	37.50	28.13	21	37:30	28:08
22	32.29	29.46	22	39:17	29:28
23	41.07	30.80	23	41:04	30:48
24	42.86	32.14	24	42:52	32:08
25	44.64	33.48	25	44:38	33:29
26	46.43	34.82	26	46:26	34:49
27	48.21	36.16	27	48:13	36:10
28 or more	50:00	37.50	28 or more	50:00	37:30

## 2. General

- a. All Open Time and Trip Trade requests will be processed on a first come/first-served basis and completed via the Automated Bid System. A request will be processed as soon as possible, but no later than twelve (12) hours after it was submitted. For Trade requests, the 12-hour limit does not begin until both requests have been entered in the Automated Bid System. The 12-hour processing limit will not apply during a Declared Irregular Operation. There is no limit on the number of requests that a Flight Attendant may enter.

***From LOA 5, dated 8/22/19***

- b. Flight Attendants may Add/Drop/Swap Trips and Drop/Swap AVA days in Base/out of Base in Open Time and Trade Trips on the Trade Board in Base/out of Base. However, the following limitations apply to out of Base transactions:
  - i. A Flight Attendant will not be allowed to Swap a Trip on her/his schedule with a Trip that originates in another Base.
  - ii. A Flight Attendant may not Swap into or out of a Trip that originates outside of her/his own Base.
  - iii. A Trip must be in Open Time in the Base in which it originates for more than 24 hours before it can be added by a Flight Attendant from a different Base.
  - iv. Splits through the Trade Board or Open Time may only be requested for Trips in the Base of the Trips origin.
  - v. A Flight Attendant may not use the Commuter Clause for Trips picked up out of Base.

### **Example:**

(i) Flight attendant Erica based in LAS picked up an MCO 2-day Trip. The following day a similar ORD 2-day Trip with a better end time opens up in Open Time and she wants to Swap Trips. This would not be allowed. She will either need to drop the Trip into MCO Open Time or Trade with another Flight Attendant in order to pick up the similar ORD Trip.

(ii) Flight attendant Erica based in LAS picked up an MCO 2-day Trip. The following day a similar MCO 2-day Trip with a better end time opens up in Open Time and she wants to Swap Trips. This would not be allowed as Erica is based in LAS and the Trip she picked originates outside of her Base. She will either need to drop the Trip into MCO Open Time or Trade with another Flight Attendant in order to pick up the similar MCO Trip.

- c. Flight Attendants may Add/Drop/Swap Trips in Open Time Split.
- d. Flight Attendants may Trade Trips in the Trade Board folder. Flight Attendants may Trade Trips and portions of Trips in the Trade Board Split folder.
- e. Reserves are allowed to utilize Open Time Live/Split and Trade Board/Split as specified in this Agreement. A Reserve Shift may only be traded for another Reserve Shift. In no case will a Trade result in a block of fewer than two (2) Reserve Shifts for each of the Flight Attendants.
- f. For purposes of adding Open Time and trades to an existing Trip on a Flight Attendant's schedule, there must be a minimum of one hour and five minutes (1:05) scheduled connect time in Base between flights.

The one hour and five minutes (1:05) does not include any scheduled briefing or debriefing time. If the Flight Attendant is required to go through customs, the minimum connect time is increased to one hour and twenty minutes (1:20). The minimum connect time for Open Time purposes for the Bid Period may be increased as operational needs require but, in no case will the minimum connect time for Open Time transactions exceed the minimum connect time that was used in the generation of the bid packet Trips for the applicable Bid Period.

Example: A Trip ends in DEN with a flight from SLC which is scheduled to arrive at 1400. A Flight Attendant scheduled for this Trip would be allowed to trade/ pick up another Trip which is scheduled to depart to MCI at 1505 on the same day. If the MCI flight was scheduled to depart at 1504, this request would be denied since the minimum connect time of one hour and five minutes (1:05) would not be satisfied.

- g. It is the Flight Attendant's responsibility to enter or remove any schedule adjustment request in the Automated Bid System. Crew Scheduling and/or Inflight management will not enter, modify, or remove any request in the Automated Bid System for a Flight Attendant unless otherwise specified in this Agreement.
- h. A Flight Attendant is responsible for checking all responses in the Automated Bid System. Approved bids/requests will be considered confirmation of awards unless otherwise described in this Agreement.
- i. If a Flight Attendant goes on OJI, FMLA, Medical, or Maternity leave during any given Bid Period, the Trips which she/he is unable to fly will be placed in Open Time for all eligible Flight Attendants to bid.
- j. Pay-protected Trips dropped for Company Business may be assigned to Reserves to prevent excessive cost to the Company.
- k. For purposes of Add/Swap/Trade requests, a minimum of one (1) Calendar Day free from duty during every 7-day period will be required.
- l. If the Automated Bid System allows an approval of a transaction that contradicts these rules, the Company will pay protect the Flight Attendant. If a manually-processed transaction is approved that contradicts these rules, the approval will be reversed and the Company will not pay protect the Flight Attendant.
- m. To prevent any conflict with the preferential bidding process, schedule adjustment requests for Trips or Reserve Shifts on the last six (6) days of the current Bid Period will not be allowed between 1200 BLT on the 10<sup>th</sup> and 1200 BLT on the 18<sup>th</sup> of the current Bid Period.
- n. All Open Time and Trade requests must be in compliance with the duty and Rest limitations of this Agreement, except that a minimum of eleven (11) hours of scheduled Rest will be required between two (2) Trips that cannot be legally combined. This eleven (11) hours of scheduled Rest may be reduced due to actual operations, but in no case will the Flight Attendant receive less than what is provided for in Article 4.
- o. Flight Attendants on paid time off or approved leave may not pick up Trips during these absences except for awarded vacation.

### 3. Open Time

- a. All available Open Time will be available to view and print in the Automated Bid System. Unassigned Trips will remain in Open Time and available for Add/Swap requests until 1200 BLT the day prior to the Trip report.

b. A Flight Attendant may bid in Open Time via the Automated Bid System to Add/Drop/Swap Trips or Drop/Swap AVA. All Adds will be processed on a first come, first served basis and approved if legal pursuant to this Agreement and the FAR's. All Drops/Swaps will be processed on a first come, first served basis and approved if legal pursuant to this Agreement and FAR's so long as the transaction also satisfies the minimum Reserve coverage requirements. Minimum Reserve staffing requirements will be set by the Company on a monthly basis for each day in the Bid Period. Weekends (Friday-Sunday), holiday periods, and the first and last three (3) days of each Bid Period will have a higher Reserve staffing minimum. Drops will not be approved if the days impacted are at or below established minimum staffing requirements when the Drop request is processed. Swaps will be approved if the days of flying being dropped are at or above the Reserve staffing minimum. Swaps will also be approved if the net result of the transaction leaves days below the minimum staffing requirements, but provides for an overall improvement or equal level in the Reserve staffing.

Example: Flight Attendant Michelle is scheduled for a one duty period Trip on the 12<sup>th</sup>. She requests to Swap that trip for a trip on the 19<sup>th</sup>. Net Reserve coverage (i.e., the number of Reserves minus the number of open duty periods) on the 12<sup>th</sup> is 15. The net Reserve coverage on the 19<sup>th</sup> is 10. The minimum defined Net Reserve coverage for both the 12<sup>th</sup> and 19th is 20 so both days are below minimum staffing levels. The request will be approved since Michelle is improving the coverage on the day with the larger Reserve deficit.

c. Open Time Trips may be split for the current Bid Period through 1200 BLT on the 26<sup>th</sup> of the month. Open Time Trips may be split for the next Bid Period beginning on the 26<sup>th</sup> of the previous month at 1200 BLT. (See Bid Period Timetable)

d. Because Trips that must be modified (operational issues, sick calls mid-Trip, schedule changes, etc.) are temporarily dropped into Open Time in order for Crew Planning/ Scheduling to make the adjustment, it is possible that a Trip may appear to be available for Add/Drop/Swap when that is not the case. If a Flight Attendant is awarded one of these Trips, Crew Planning/Scheduling may reverse the Automated Bid System award. This does not constitute an error on the part of Crew Planning/ Scheduling, and the Flight Attendant will not be pay-protected.

e. The Company may put Ready Reserve Shifts into Open Time. These days may be bid on as any other open Trips and will be credited as outlined in the Reserve section.

f. Open time Trips may only be split into two parts. The split must begin and end in the Base in which the Trip originated. A Flight Attendant may Swap a portion of a Trip for an entire Trip or an entire Trip for a portion of a Trip. A Flight Attendant may not Swap a portion of one Trip for a portion of another Trip.

g. For purposes of Drop/Swap in Open Time Live, the Company must consider staffing minimums on all days included in the Trip.

Example: If a Flight Attendant requests to drop a Trip that reports at 1800 on the 23<sup>rd</sup> and Releases at 0100 on the 25<sup>th</sup>, the Automated Bid System will consider staffing requirements for each day the Trip touches, the 23<sup>rd</sup>, 24<sup>th</sup>, and 25<sup>th</sup>.

h. No Swaps are allowed between Bid Periods. A Flight Attendant may not Swap a Trip that begins in one Bid Period for a Trip which begins in the next Bid Period.

#### 4. AVA

a. AVA Drops will be processed in the Automated Bid System and be based on staffing. A drop request will require the drop of all continuous AVA days that originated from the same multiday Trip. Credit for AVA days will not be pay protected if dropped.

- b. AVA Swaps for Open Time will be processed in the Automated Bid System. A Swap request will require the drop of all continuous AVA days that originated from the same multiday Trip. The Swap request must meet minimum staffing and Rest requirements. Credit from AVA will not be pay protected if the Flight Attendant opts to Swap it for a Trip in Open Time.
- c. AVA cannot be split for Drop/Swap purposes.
- d. A Flight Attendant may add a Trip adjacent to AVA status so long as it is legal pursuant to this Agreement and the FAR's. For the purposes of determining the legality of a Trip adjacent to AVA, scheduled AVA availability shall be used.

Example: Flight Attendant Eddy was Rerouted and placed on AVA for the last two (2) days of his four-day pairing and has not been assigned flying as a result of the AVA. Eddy's original Trip ended at 2200, therefore his availability footprint ends at 2400. Eddy must have at least eleven (11) hours of Rest prior to his next Report Time. The Trip he picks up can report no earlier than 1100.

Example: Flight Attendant Eddy was Rerouted and placed on AVA for the last two (2) days of his four-day pairing and has been assigned flying as a result of the AVA. Eddy's new assigned flying ends at 1600 on day four (4), Eddy must have at least eleven (11) hours of Rest prior to his next Report Time. The Trip he picks up can report no earlier than 0300.

Example: Flight Attendant Eddy was Rescheduled and placed on AVA for the entirety of his four-day pairing. Eddy's original Report Time on day one (1) was 0600, therefore 0600 is when his availability begins. Eddy must have at least eleven (11) hours of Rest prior to beginning his AVA availability. The latest Release Eddy can have the day prior to day one (1) of AVA is 1900.

- e. In no case will the Flight Attendant be paid for both the AVA and a Trip picked up in Open Time if the AVA Trip and an added Trip would have resulted in a conflict.
- f. An Open Time Trip may be split to accommodate AVA Swap requests so long as the split results in a Trip that is the same duration as the AVA or longer.

## 5. Trip trades

- a. The Trade Board will open at 1200 BLT on the 18<sup>th</sup>. Whole Trip trades must be submitted by 1800 BLT the day prior to Trip report. Split Trips must be submitted by 1200 BLT the day prior to Trip report. Trade Board split closes for the current Bid Period at 1200 BLT on the 26<sup>th</sup> of the month. All Trade requests will be processed if legal pursuant to the Agreement and the FAR's.
- b. No Trip trades are allowed between Bid Periods.

Example: If a Flight Attendant is trying to trade in May, he/she must trade for a Trip in May. The Flight Attendant cannot trade a Trip in June.

## 6. Trade Board Transfer

- a. At 1200 BLT, any Drop request on the Trade Board for the following day may be transferred by the Company to Aggressive Reserve Open Time or assigned during the Reserve Trip Assignment process. The approval of these requests will be reflected in the Automated Bid System and based on, but not limited to, available staffing, length of Trips, and operational factors.
- b. Flight Attendants will be responsible to check for approved requests in the Automated Bid System after 1800 BLT the day prior to the Trip Report Time.

## 7. Administrative or System Errors

- a. If Crew Planning/Scheduling or Inflight Management makes an administrative error, or an error in Open Time Split or Trade Board/Split, and a Flight Attendant is removed from, or not awarded, a Trip she/he should have been given, Crew Scheduling will attempt to rectify the error by returning the Flight Attendants' schedule(s) to the proper status. It is the Flight Attendant's responsibility to bring an error to the attention of Crew Scheduling for review within twenty-four (24) hours of the error being visible in the Automated Bid System. If Crew Scheduling can return the schedule(s) to the proper status, the Company will attempt to promptly notify the affected Flight Attendant(s).

Example: Jane submitted an Open Time request to add a Trip to her schedule. She was legal to fly the Trip pursuant to this Agreement. Crew Scheduling, in error, denied the add request. She notified the Company of the error within the 24-hour time limit.

If the requested Trip is still in Open Time at the time she notifies Crew Scheduling of the error, the Trip will be added to her schedule.

If the requested Trip was awarded to another Flight Attendant, Jane will be pay protected for the Trip and the Trip will be flown by the Flight Attendant who was awarded the Trip.

- b. Except as described below, no affected Flight Attendant will lose pay as a result of an administrative or system error.
  - i. If the error is not brought to the attention of the Company within twenty-four (24) hours of it being visible in the Automated Bid System, the Company may not be able to rectify the error and the Flight Attendant may forfeit any applicable pay protection.

Example: On August 1<sup>st</sup> a Flight Attendant submits a request to add a Trip on August 15<sup>th</sup>. The Trip is awarded incorrectly to another Flight Attendant. The Flight Attendant who should have been awarded the Trip discovers this error on August 2<sup>nd</sup>, but does not contact Crew Scheduling regarding the error until August 15<sup>th</sup> – one (1) hour prior to the scheduled Report Time of the Trip. In this case there is no guarantee that the Company can rectify this error.

- ii. If the processed Add/Drop/Swap/Trade conflicts with any of the terms outlined in this Agreement, the Flight Attendant will not be pay protected for the Trip.

## M. COMPANY ADJUSTMENT OF SCHEDULE

### 1. Schedule Changes/Reassignments

- a. General
  - i. A Flight Attendant may be reassigned in accordance with the Reschedule or Reroute parameters as set forth in this Section. A Flight Attendant is considered to be reassigned when she/he is directed to work a flight or flights that were not part of his/her original schedule. Resuming originally scheduled flying or Deadheading to resume originally scheduled flying does not constitute a Reassignment.
  - ii. A Flight Attendant reassigned from his/her regularly scheduled assignment pursuant to this subsection M, will receive the greater of the original scheduled assignment or actual Reassignment for flight time pay and credit. A Reserve Flight Attendant who picks up a Trip on her/his day(s) off will be considered a "Lineholder" for any schedule changes that may impact the Trip.

- iii. Any change that causes an illegality or conflict with the next Trip or a Training Event on a Flight Attendant's line will be adjusted. Crew Scheduling will determine where the adjustment will be made to remove the conflict. The Flight Attendant will be paid protected for the adjustment resulting from a Reschedule or Reroute. The Company will make reasonable efforts to avoid a conflict with a Training Event.
- iv. If a Trip modification involves only a flight number change where no destinations or scheduled arrival or departure times are modified, the Company is not required to contact the Flight Attendant to advise of this change. The change will be reflected in the Crew Scheduling system.
- v. Except as restricted for single Duty Period Trips by 5.M.1.c.iii, below, if no alternative flying can be assigned at the time of the modification and the Flight Attendant is not able to rejoin the original Trip, Crew Scheduling will assign AVA days on the original days of the Trip.
- vi. Except during a DIO, a Flight Attendant is entitled to schedule integrity which is defined as the right to fly her/his bid Trip and not be Rescheduled provided that her/his or her Trip operates, and she/he is legal to fly it. In the event that it becomes necessary to cover an uncovered flight and there is no Flight Attendant on Reserve who is legal for the assignment who could operate the flight without delaying the flight, the Company will attempt to contact a replacement Flight Attendant in inverse seniority order. The replacement Flight Attendant must be legal and available for the Reroute. Additionally, at the time of the Reroute, the Reroute must be projected to reduce the delay as compared to using a Reserve to cover the flight.

b. Reschedule

- i. "Reschedule" is defined as a change to a Trip prior to 1800 BLT the day before an Initial Trip Report.
- ii. "Initial Trip Report" is defined as the day and Report Time for the first day of a single or multiday Trip.
- iii. A Flight Attendant's availability for a Reschedule will begin no earlier than the Report Time of the original Trip and will end no more than three (3) hours after the original scheduled Trip Release time, not to exceed any other limitations in the Agreement. Nothing herein will prevent a Flight Attendant from accepting a Reschedule which does not conform with this paragraph. A Flight Attendant will not be Rescheduled for a Red-eye or CDO unless her/his original pairing contained a Red-eye or CDO, whichever is applicable. There will be no Trip assigned that includes a sit time in excess of three (3) hours in length, unless this sit time was part of an original Trip that was published in the monthly bid packet or the sit time is part of a Trip that was created by a Flight Attendant through an Open Time or trade transaction.
- iv. If the Company is unable to assign a Flight Attendant to a Trip which meets the above parameters, she/he will be assigned AVA.
- v. To be considered a Reschedule, the Trip change and an attempt to notify the Flight Attendant must be made no later than 1800 BLT the day prior to Initial Trip Report.
- vi. If Crew Scheduling is unable to reach the Flight Attendant before she/he departs for the airport and she/he reports for the original Report Time, her/his duty day begins at the originally scheduled Report Time.

c. Reroute

- i. "Reroute" is defined as a change to a Trip after 1800 BLT the day prior to Initial Trip Report.

- ii. "Initial Trip Report" is defined as the day and Report Time for the first day of a single or multiday Trip.
- iii. A Flight Attendant's availability for a Reroute will end no more than two (2) hours after the original scheduled Trip Release time. A Flight Attendant will not be Rerouted for a Red-eye or CDO unless her/his original pairing contained a Red-eye or CDO on the same day, whichever is applicable. There will be no Trip assigned that includes a sit time in excess of three (3) hours in length, unless this sit time was part of an original Trip that was published in the monthly bid packet or the sit time is part of a Trip that was created by a Flight Attendant through an Open Time or trade transaction. Nothing herein will prevent a Flight Attendant from accepting a Reroute which does not conform with this paragraph. If the Company is unable to assign a Flight Attendant to a Trip which meets the above parameters, she/he will be assigned AVA, unless the Trip was a single duty period Trip. In this case the Flight Attendant will be Released from duty and pay protected.
- iv. In the Base of the Trip's origination, a Flight Attendant will be available for a same-day Reroute provided notification of the assignment is attempted no later than one (1) hour after Initial Trip Report, no later than one (1) hour after the time of a flight cancellation or no later than one (1) hour after the Flight Attendant's arrival from an inbound flight. In the case of a Reroute resulting from a flight cancellation, a same-day Reroute will be for a flight that is scheduled to depart within three (3) hours of the scheduled departure time of the original flight or the Flight Attendant must be Released to Rest before commencing reassigned flying. Resuming originally scheduled flying or Deadheading to resume originally scheduled flying does not constitute a Reroute.
- v. On a Layover, outside of the Base in which the Trip originates, a Flight Attendant may be Rerouted to alternative flying so long as the flying is scheduled, at the time of the Reassignment, to return the Flight Attendant to the Base in which the Trip originates no later than two (2) hours after the original Trip Release time.
- vi. If a flight is cancelled on the last Calendar Day of a Trip and there is no other Frontier flight available to return the crew (working or Deadhead status) to the Base in which the Trip originated within the 2-hour limit, the crew will be assigned on the next available Frontier flight(s) or Deadheaded offline, at Crew Scheduling discretion, to return to Base. If the next available Frontier flight is not scheduled to operate until the following Calendar Day and the crew is not required to operate that flight, then an alternative carrier may be considered for an earlier Deadhead return to Base.
- vii. A crew swap for operational needs will be considered a Reroute.
- viii. If the Flight Attendant is in Base and desires to keep the revised Trip, she/he may opt to accept a Reroute with a Report/Release time earlier/later than the limitations in this provision. If the Flight Attendant chooses to opt out, she/he will forfeit the Credit associated with the Trip.
- ix. When a Flight Attendant's originating flight of the day is delayed and she/he is notified of the delay prior to leaving for the airport, the Trip Report Time will be modified by Crew Scheduling and the duty day will reflect the new Report Time.
- x. If Crew Scheduling is unable to reach the Flight Attendant before she/he departs for the airport and she/he reports for the original departure time, her/his duty day begins at the original scheduled Report Time.

d. Notification of A Flight Attendant

- i. Crew Scheduling will call up to two (2) of the Flight Attendant's phone numbers available in CrewTrac (or replacement software) to notify her/him of a change to her/his schedule. If it is necessary to

contact a Flight Attendant during a FAA required minimum Rest period, Crew Scheduling may make one phone call attempt to each contact number listed by the Flight Attendant.

- ii. In Base, a Flight Attendant will not be called between 2130-0630 BLT except when the Flight Attendant must be contacted immediately due to one of the following:
  - (a) Emergency;
  - (b) To prevent an operational issue;
  - (c) Junior assignment;
  - (d) Reserve as required by this Agreement.
- iii. During a Layover, Crew Scheduling will limit calls to the first two (2) hours or the last two (2) hours of the Layover, unless required to do otherwise due to the reasons outlined below.
  - (a) Emergency;
  - (b) To prevent a cancellation or significant delay;
  - (c) Reserve as required by this Agreement.
- iv. If a message is left at a Flight Attendant's phone contact number, it is the Flight Attendant's responsibility to make Positive Contact or self-notify electronically.

## 2. Available to Assign (AVA)

- a. Any changes prior to 1800 BLT the day before the original flight will be coded as AVA on the Flight Attendant's schedule. The AVA code will count toward premium pay. A Flight Attendant on a single duty period Trip that spans midnight will not be placed on AVA when the change is made after 1800 BLT the day before the Report Time of the Trip.
- b. All Flight Attendants on AVA status will be available for assignment in a junior to senior order, after number of days and time available are considered.
- c. The Flight Attendant will be required to call to verify Reassignment/Release between 1700 and 1800 BLT the day prior to the first day of AVA. At that time, a Flight Attendant may be reassigned to a Trip which falls within the Reroute/Reschedule parameters in accordance with Article 5.M.1.b.iii, 5.M.1.c.iii. If the Flight Attendant is not reassigned at that point, the Flight Attendant will be Released with pay and Credit for the originally scheduled Trip.

Example: If a two-day Trip reporting on the 21<sup>st</sup> and releasing on the 22<sup>nd</sup> is cancelled, and notification given per Reschedule parameters, the Flight Attendant must call in for Reassignment/Release between 1700 and 1800 BLT on the 20<sup>th</sup>. If the Flight Attendant is Released, she/he will be pay protected for the original Trip credit.

Example: If a four-day Trip reporting on the 21<sup>st</sup> and releasing on the 24<sup>th</sup> is cancelled, and notification given per Reschedule parameters, the Flight Attendant must call in for Reassignment/Release between 1700 and 1800 BLT on the 20<sup>th</sup>. The Flight Attendant is assigned a two-day Trip beginning on the 23<sup>rd</sup>. Upon notification, the Flight Attendant is Released until Report Time of the Trip on the 23<sup>rd</sup> and is pay protected for the original Trip credit.

- d. During a DIO, a Flight Attendant who is not reassigned during the initial call to Crew Scheduling will be required to call in on each day of AVA. Upon request, the Company will provide a hotel room in Base during the days of AVA. A Flight Attendant may self-notify of an AVA assignment.
- e. Crew Scheduling must place the Reassignment flying on the Flight Attendant's schedule by 1700 BLT.
- f. If required to call, the call must be made between 1700 and 1800 BLT the day prior to each day of AVA status. If the Flight Attendant is flying between 1700 and 1800 BLT the day prior to an AVA status day, the Flight Attendant will contact Crew Scheduling upon completion of that flight to verify Reassignment/Release for the following day. A Flight Attendant may self-notify of an AVA assignment.
- g. A Flight Attendant on AVA status will be assigned prior to a Reserve.
- h. If the Flight Attendant does not want to remain on AVA status, she/he may request to Drop/Swap AVA through the Automated Bid System and will forfeit the Credit for the Trip.

### 3. Double Covered

- a. If more than one Flight Attendant is assigned the same Trip and position and neither Flight Attendant has been notified of the double assignment before report, the most senior Flight Attendant has the option to fly the Trip or be displaced. The displaced Flight Attendant will receive pay and Credit for the Trip.
- b. If more than one Flight Attendant is awarded the same Trip and position and the error is discovered prior to report, Crew Scheduling must offer a Like Trip to the Flight Attendants. The Flight Attendant first awarded the Trip has the first option of the following:
  - i. Fly the awarded Trip as scheduled;
  - ii. Fly a Like Trip and receive pay and Credit for the greater of the two (2) Trips;
  - iii. Refuse to fly either Trip and receive no compensation; or
  - iv. Be assigned AVA.
- c. The second Flight Attendant has the option of b., above, only when the first Flight Attendant has chosen to fly the awarded Trip.

### 4. Equipment Downgrade

- a. When a flight is downgraded to an aircraft requiring fewer Flight Attendants, the Company, at its sole discretion, will exercise one of the following options:
  - i. Operate the flight with the same number of Flight Attendants; or
  - ii. Deadhead the most senior Flight Attendant(s) on the flight; or
  - iii. Remove an extra Flight Attendant(s) from the Trip and reassign him or her to a Trip from Open Time which is scheduled to end at or before the originally scheduled Trip. The Flight Attendant to be reassigned will be determined in inverse seniority order on the pairing that has the least operational impact.

Example: A DFW turn is being downgraded from a 321 to a 320. All five (5) Flight Attendants are operating both legs of the turn. The Reassignment will be given to the most junior Flight Attendant of all five (5) positions.

Example: A DFW turn is being downgraded from a 321 to a 320. The A, B and C are operating one leg into DFW and overnighting. The D and E are operating both legs of the turn. The Reassignment will be given to the most junior Flight Attendant of the D and E positions.

- b. If there are no Reassignment options available, one (1) Flight Attendant will be Released from duty and pay protected. The Flight Attendant to be Released will be determined in seniority order.

Example: A DFW turn is being downgraded from a 321 to a 320. All five (5) Flight Attendants are operating both legs of the turn. The Flight Attendant to be Released from duty and pay protected will be the most senior Flight Attendant of all five (5) positions.

Example: A DFW turn is being downgraded from a 321 to a 320. The A, B and C are operating both legs of the turn. The D and E are operating one leg into DFW and overnighting. The Flight Attendant to be Released from duty and pay protected will be the most senior Flight Attendant of the A, B and C positions.

- c. If any of the above provisions are exercised and there is a resulting vacancy in any position, that position(s) will be filled in seniority order.

## 5. Displacement

- a. Notwithstanding the provisions of Article 1.B.3., a Flight Attendant may be displaced by a member of Inflight Management/Inflight Training who is FAA-qualified and current to perform Flight Attendant duties. Displacement will be offered in seniority order and each Flight Attendant contacted will be provided 24 hours to respond. The displaced Flight Attendant will receive pay and Credit for the Trip missed.
- b. The Company will notify the displaced Flight Attendant no less than twenty-four (24) hours in advance and will be displaced from the entire Trip.
- c. The provisions of M.5.a. and M.5.b. shall not apply when a member of Inflight Management is displacing a specific Flight Attendant as a reward.

## 6. Declared Irregular Operations

- a. A Declared Irregular Operation (DIO) is defined as a short-term event, including a meteorological condition, technology outage, issue or failure, or other event that delays and/or cancels or that is predicted to delay or cancel at least 25% of the total system flight segments within a 24-hour period. The Vice President of Flight Operations, or his designee, Director of Operations, or a position they report to under the Company organizational chart, must declare a DIO based on a known or predicted event.
- b. This provision is intended to provide the Company greater flexibility to operate during, and reestablish normal scheduled operations after a DIO. During a DIO, Crew Scheduling will be allowed reasonable relief from Reschedule and Reroute parameters as necessary to conduct operations and reestablish normal scheduled operations. Additionally, during a DIO, duty and Rest limitations will be modified as described in Article 4, Hours of Service.
- c. During a DIO, information for Flight Attendants will be posted on Comply 365 or replacement system. Flight cancellations will be posted at [www.FlyFrontier.com](http://www.FlyFrontier.com), but crews must receive notification through Crew Scheduling. When available any DIO will also be emailed via Comply.
- d. During a DIO and recovery, a Flight Attendant who is sent to a crew hotel and remains an extended period of 8 hours and 15 minutes or more, beyond Block-in will be considered to be Released to Rest until

Reassignment. 24 hours at Rest in an out-station or in Base will meet FAR requirements for the 24 hours in seven (7) days provision.

Example: A crew scheduled for a DFW turn is sent to the hotel in DFW at 2000 because the return segment is cancelled due to DEN closure. The crew begins normal lay-over Rest (though they are not Released from Reassignment). They are reassigned at 1800 the second day to depart at 0600 the third day. This crew has had legal Rest as well as a 24 hour in seven (7) day break for purposes of legality.

- e. At the discretion of the Company, during Declared Irregular Operations, Flight Attendants may pick up Open Time Trips after 1200 BLT the day prior to a Trip. The cut off time for picking up these Trips will be three (3) hours prior to the Report Time of the open Trip. After that point, open Trips will be assigned to the next legal and available Reserve Flight Attendant pursuant to the Reserve assignment procedures of this Agreement. Flight Attendants will only be able to request a Trip ADD via the Premium Add Folder (PAF). These will be awarded on a first come, first served basis. Drop/Swap will continue to be pursuant to the terms contained in this Agreement. Flight Attendants will be notified when this provision is in effect via the Automated Bid System ticker message, an update to the Crew Scheduling phone greeting.

## **N. PREMIUM ADD FOLDER (PAF)**

- 1. Prior to involuntarily junior assigning a Flight Attendant, the Company must offer Flight Attendants an opportunity to add the Trip via the premium add folder. Trips placed in the Premium Add Folder are available for pick up on a first come, first served basis.
- 2. The Company may place additional Credit into a Trip that appears in the Premium Add Folder, but may not decrease the additional Credit amount offered once it appears in the Premium Add Folder. The Company may increase the additional Credit in the Trip at any time until the Trip is picked up. If the Trip is removed from the Premium Add Folder to assign it to a Reserve, the additional Credit will be removed prior to assigning the Trip to the Reserve.
- 3. All Trips picked up from the Premium Add Folder will be paid at double time. The Flight Attendant will be paid the premium that was attached at the time she/he was awarded the trip.

## **O. INVOLUNTARY JUNIOR ASSIGNMENT (JA)**

- 1. JA will be the last resort for Crew Scheduling.
- 2. JA will be completed in reverse order of Seniority at the Base of the Trip's origination, among Flight Attendants who are legal for the assignment.
- 3. A Flight Attendant will not be called for a JA to work on a vacation day.
- 4. JA'd Flight Attendants will be compensated pursuant to Article 3., Compensation. No additional Day Off will be given in lieu of a JA.
- 5. A Flight Attendant will not be junior assigned to a Trip which has more than sixty hours (60:00) of scheduled time away from Base (TAFB). A Flight Attendant may not be junior assigned more than once during the Bid Period or three (3) times in a calendar year. A Flight Attendant may waive the provisions of this paragraph.
- 6. If the Company attempts to JA a Flight Attendant while she/he is operating an assignment accepted through the Premium Add Folder, the Flight Attendant may decline the JA.
- 7. If Crew Scheduling is in a JA position, the Crew Schedulers must identify themselves and state, "We are Junior Assigning Flight Attendants for \_\_\_\_\_ and we have reached your name on the Junior Assign List."

8. The Company will maintain a JA log including a minimum of the following information and will be provided to the Union upon request:
  - a. Flight Attendant's Name;
  - b. Seniority Number;
  - c. Telephone Numbers Contacted;
  - d. Beginning and End Time of JA Process;
  - e. Result or Response; and
  - f. Name of Crew Scheduler processing the JA list.
9. To prevent canceling a flight, the Company may contact any Frontier Inflight employee who is FAA qualified and current to perform Flight Attendant duties. Days worked by such Frontier employees will be considered duty for legality purposes.
10. If a Reserve Flight Attendant calls to request a Release from duty while Crew Scheduling is Junior Assigning, she/he cannot be JA'd without his/her consent during that phone call.

#### **P. ORDER OF ASSIGNMENT**

Non-awarded Open Time Trips will be assigned in the following order. However, the Company may place Trips in the Premium Add Folder prior to assigning AVA or Reserve Flight Attendants:

1. Available to Assign (AVA), in inverse Seniority order in Base among AVA Flight Attendants who are legal and available for the assignment.
2. Reserve Flight Attendants (RSV), pursuant to Article 6.
3. Premium Add Folder.
4. Involuntary Junior Assignment (JA).
5. Any Frontier Inflight employee who is Flight Attendant qualified and current to perform Flight Attendant duties, including supervisors, instructors and managers.

#### **Q. DEADHEADING**

1. A Flight Attendant Deadheading on a Company flight will be listed on a positive space must ride basis. If a premium seat is available upon arrival at the departure gate, the Flight Attendant will be assigned such seat. Except as prohibited by Article 5.B.4. of the Agreement, a Flight Attendant may be assigned, in reverse Seniority order, the Flight Attendant jumpseat if the flight is full and revenue passengers will be otherwise left behind. A Flight Attendant will not be assigned to sit in the Flight Attendant jumpseat for any flight with a scheduled Block Time greater than four (4) hours unless the Flight Attendant agrees.
2. The Company will purchase a ticket for a Flight Attendant Deadheading offline.
3. A Flight Attendant will not be required to Deadhead in uniform. A Flight Attendant choosing to Deadhead out of uniform will do so in business casual attire.

4. Deadheading Flight Attendants may sleep and engage in other personal activities such as reading, watching a movie, etc. Flight Attendants may not consume alcohol while Deadheading and may not sleep if placed in a jumpseat pursuant to paragraph Q.1., above.
5. A Flight Attendant Deadheading at the end of a Trip for the purpose of returning to her/his Base will be scheduled on the first scheduled Company flight.
6. Deviation from Scheduled Deadheads
  - a. A Flight Attendant may deviate from front end and/or tail end Deadhead with notification to Crew Scheduling.
  - b. Front End Deadhead

A Flight Attendant who deviates from a scheduled Deadhead(s) at the beginning of a Trip, will be removed from the Deadhead leg(s) with pay and credit. She/he must notify Crew Scheduling at least twenty-four (24) hours prior to departure time of the Deadhead unless the Deadhead was placed on the Flight Attendant's schedule with less than 24 hours' notice. The duty period of a Flight Attendant who deviates from a front-end Deadhead will begin at the time it would have if her/his original Trip began with the first live leg.

c. Tail End Deadhead

A Flight Attendant who deviates from a scheduled Deadhead(s) at the end of a Trip, will be removed from the Deadhead with pay and credit, as long as she/he notifies Crew Scheduling at least twenty-four (24) hours prior to the departure time of the Deadhead. A Flight Attendant who notifies Crew Scheduling with less than twenty-four (24) hours but prior to scheduled departure time will be paid and credited at 50% unless the Deadhead was placed on the Flight Attendant's schedule with less than 24 hours' notice. The duty period of a Flight Attendant who deviates from a tail end Deadhead will end at the same time it would have ended if there had not been a tail end Deadhead.

d. Deadhead Deviation by a Flight Attendant Assigned to a Trip While on Reserve

- i. A Flight Attendant on a Trip which was assigned to her/him while on Reserve may deviate from a tail end Deadhead. She/he will be paid and credited for the Deadhead, as long as she/he notifies Crew Scheduling at least twenty-four (24) hours prior to the departure time of the Deadhead. A Flight Attendant who notifies Crew Scheduling with less than twenty-four (24) hours but prior to scheduled departure time will be paid and credited at 50% unless the Deadhead was placed on the Flight Attendant's schedule with less than 24 hours' notice. The duty period of a Flight Attendant who deviates from a tail end Deadhead will end at the same time it would have ended if there had not been a tail end Deadhead.

Example: Flight Attendant Jenny is on Reserve in DEN. She was scheduled for a Kansas City overnight with a Deadhead home the next afternoon at 16:15. Jenny would like to come home immediately after arriving in Kansas City. She contacts Crew Scheduling and invokes her option to deviate from her assignment. Jenny will be allowed to deviate from such Deadhead but will still be responsible for contacting Crew Scheduling at the time the original Deadhead was scheduled to arrive for possible Reassignment or release.

- ii. A Flight Attendant assigned to a Trip while on Reserve that begins with a ground Deadhead from one airport that is part of the co-Base to another airport that is part of that co-Base, may deviate from the front-end ground Deadhead after notifying Crew Scheduling. The Flight Attendant must report to the gate for the scheduled departure of the first live leg of the Trip in accordance with the requirements of Article 4.

## **R. CHARTER FLYING**

Prior to commencing any charter flying, the Company will meet with the Union to negotiate any potential changes to the Agreement. Prior to commencing any charter flying, the Company will meet with the Union to discuss the charter contract and any necessary modifications to the Agreement. AFA will not unreasonably withhold their agreement on such modifications.

## **S. RECORDED PHONE LINES**

1. All telephone conversations between Crew Scheduling and Flight Attendants will be recorded.
2. Recordings will be kept for a minimum of 60 days unless a dispute arises and the Union requests the recordings, in which case the recording will be maintained until the dispute has been resolved.
3. Access to recorded conversations will be limited to Inflight Management, Crew Scheduling/Crew Planning management and the Union.
4. Upon written notice, from the MEC President, or designee, the Union may listen to a conversation and record the conversation on a personal device. The request will include a description of the alleged dispute. A copy of the recording will be sent to AFA, within ten (10) days of request.
5. A Flight Attendant may submit a written request to the Company to review any applicable telephone recordings. The review will be conducted in the presence of the Flight Attendant and/or Union representative, Inflight and Crew Scheduling/Crew Planning management.
6. Recordings shall not be randomly reviewed for the purpose of discovering violations, but may be reviewed to promote professionalism and courtesy. A Flight Attendant will not be subject to discipline based upon a random review for professionalism and courtesy.
7. Should the Company decide to implement electronic recording on other department telephone lines which will record conversations with Flight Attendants, the Company and the Union will agree on the governing provisions.

## **ARTICLE 6 RESERVE**

### **A. RESERVE FLIGHT ATTENDANTS – GENERAL**

1. A “Reserve” is an Active Flight Attendant with assigned days on call but no assigned line of flying.
2. Reserve Lines will be constructed with two (2) or more consecutive days off. A Reserve may choose to waive down to a single Day Off via the Automated Bid System during the Reserve Automated Bid System process. Crew Planning may adjust a Reserve to a single Day Off only for transition periods.
3. Reserve Flight Attendants will enter a bid preference for and be awarded Reserve Lines with Reserve Shifts.
4. Reserve Lines will be constructed with a minimum of three (3) consecutive Reserve Shifts unless adjusted by Crew Resources for transition periods, which could result in a single day of Reserve duty.
5. Reserve Lines will be constructed with Recurrent Training as a pre-planned absence and will count toward the guarantee. Recurrent Training must be scheduled adjacent to a group consisting of three (3) or more consecutive Reserve days either prior to a block of Reserve days or following a block of Reserve days. Recurrent Training will not be scheduled in the middle of a block of Reserve days or scheduled to create a stand-alone Reserve day. Reserves attending Recurrent Training require a minimum of ten (10) hours Rest in Base before and after Recurrent Training.
6. A minimum of eleven (11) days free of duty will be scheduled in every Reserve Line. For each Flight Attendant crew Base that is open for the whole year, the minimum scheduled days off will be increased to twelve (12) for four Bid Periods per year. If Reserves in a Base will be scheduled with twelve (12) days off in a Bid Period, notice will be included in the bid packet for that Bid Period. A Flight Attendant awarded a Mixed Line will be scheduled with a minimum of eleven (11) days free from duty.
7. There will be eight (8) immovable days off scheduled per month, four (4) of which will be designated by the Flight Attendant as part of her/his monthly bid.
8. A Reserve Flight Attendant may be assigned scheduled and non-scheduled Trips as well as Ready Reserve duty.
9. Reserve codes utilized in the Automated Bid System and Preferential Bid System will be published in the monthly bid packet.

### **B. RESERVE SHIFTS**

1. A Flight Attendant on Reserve will be on-call and available for notification of an assignment during her/his Reserve Shift.

There will be two (2) Reserve Shifts at Bases:

- a. Which exist or have been announced on or before May 15<sup>th</sup>, 2019; or
- b. With more than one hundred fifty (150) Flight Attendants on the Seniority List at that Base
- c. Nothing precludes the Company from instituting two (2) Shifts at Bases with one hundred and fifty (150) Flight Attendants or less.

2. When required by B.1., above, the two shifts will be thirteen (13) hour Shifts – A and B. The two (2) Shifts are as follows:
  - a. Shift A: 0001 – 1300 BLT
  - b. Shift B: 1100 – 2400 BLT
3. A Flight Attendant may be moved from Shift A to Shift B and vice versa with twelve hours' notice. However, once changed, the new shift remains the same for the remainder of that block of Reserve days.
4. Reserve Lines will be developed and published in the monthly bid packet until such time that PBS can accommodate the process of bidding for shifts and days off.
5. There will be one (1) Twenty-Four Hour Shift at a Base without two (2) Shifts:

Shift C: 0001 – 2359 BLT

#### **C. AGGRESSIVE RESERVE ASSIGNMENTS**

1. From 1300 to 1600 BLT all open Trips that report on the following Calendar Day will be made available for bidding in the Aggressive Reserve Folder in the Automated Bid System. Aggressive Reserve awards will be processed prior to the normal Reserve assignment process and will be awarded on a first-requested, first-awarded basis. Aggressive Reserve requests are time-stamped in the Automated Bid System and will be processed in order of the earliest time- stamp to the latest time-stamp.
2. Aggressive Reserve Trips will first be awarded on a first-requested, first-awarded basis to Reserve Flight Attendants whose days of availability match the length of the Trip. However, a Trip may be awarded to a Reserve Flight Attendant that is shorter than the length of available days based on, but not limited to, operational factors and available staffing. Additionally, at Crew Scheduling's discretion, a Reserve Flight Attendant may be awarded a Trip that is longer than her/his block of Reserve Shifts. If a Reserve Flight Attendant is awarded a Trip through Aggressive Reserve that is scheduled to operate on a Day(s) Off, the Block Time that accrues on the Day(s) Off will be paid above the monthly guarantee.
3. Crew Scheduling may deny an Aggressive Reserve bid if the assignment of the Trip will result in a Reserve having a projected Credit of more than 75 hours for the Bid Period. This excludes Mixed Line Flight Attendants.
4. A Reserve assignment for the current day will take precedence over an Aggressive Reserve award.
5. Reserves may use the Aggressive Reserve process to combine open Trips with an existing assignment. Minimum connection time of one hour and five minutes (1:05) for domestic and one hour and twenty minutes (1:20) for International will apply when combining Open Time Trips.
6. Reserve Flight Attendants will be responsible to check responses (Approval/Denial) in the Aggressive Reserve Folder on the Automated Bid System. Approved/Denied bids (Trip, Ready Reserve, Reserve No-Fly Days, etc.), will be published by Crew Scheduling in the Automated Bid System, and will be considered confirmation of awards/denials. However, if Crew Scheduling does not publish Aggressive Reserve results by 2100 BLT all approvals associated with that bid close will require standard notification procedures including Positive Contact. All Release time requirements will apply.
7. Crew Scheduling will deny an Aggressive Reserve bid if the bid does not satisfy all duty and Rest requirements.
8. Trips not awarded through Aggressive Reserve will be assigned through the Trip Assignment Process below.

#### **D. CONTACT AND REPORT TIME GUIDELINES**

1. A Reserve Flight Attendant will ensure that Crew Scheduling has reliable contact telephone number(s) for all periods of Reserve and must be available for contact at all times while on a Reserve Shift, unless Released by Crew Scheduling. The contact phone number must have voicemail capability.
2. A Reserve Flight Attendant must be able to report to the crew room or the aircraft, as assigned by Crew Scheduling, within two (2) hours of Positive Contact or self-notification, if applicable. It is understood that certain Bases may have a call out time which is in excess of two hours (2:00).
3. In the event the Reserve Flight Attendant does not answer the phone during her/his Reserve Shift, Crew Scheduling will attempt to leave her/him a message. She/he must respond to Crew Scheduling within fifteen (15) minutes from the time of Crew Scheduling's call. A Reserve Flight Attendant who fails to respond within 15 minutes will be listed as Unable to Contact.
4. A Reserve Flight Attendant will have access to the Company's self-notification tool and be able to self-notify of an assignment pursuant to the timeline in 6.D.3. above.
5. When a Reserve Flight Attendant is on a Day Off and needs to be given an assignment for the next Reserve Shift, Crew Scheduling will attempt to contact the Flight Attendant by phone during the hours of 1400-2300 BLT. A Flight Attendant will not be called for a Trip which reports during the first two (2) hours of her/his Reserve Shift.
  - a. The Flight Attendant is not required to answer the phone but is responsible for the assignment given.
  - b. If the Flight Attendant chooses not to return a call from Crew Scheduling prior to the Reserve Shift, Crew Scheduling will notify the Reserve while he/she is on call-out status.
6. When a Reserve is on a legal Rest and needs to be given a new assignment, Crew Scheduling will attempt to contact the Flight Attendant during the first two hours or last two hours of the Rest period, unless there is an emergency or operational necessity.
7. A courtesy telephone call from Crew Scheduling during a Rest period or Day Off does not constitute an interruption of a Reserve's Rest.

#### **E. TRIP ASSIGNMENT PROCESS**

1. Reserve Flight Attendants will be placed into a bucket based on days of Reserve availability.
2. Reserve Trip assignments to Flight Attendants who are legal and available for the Trip will be made in the following order:
  - a. Reserve Flight Attendants who are in the bucket that exactly matches the length of the Trip. If no Reserve Flight Attendants are available with the exact number of days available to match the Trip, the Company will proceed to the bucket that contains Reserve Flight Attendants whose days of availability are equal to the Trip length plus one (1) day. The Company will continue with this progression until the Trip is assigned or until there are no more Reserves to consider, and
  - b. Lowest accrued Reserve Bid Period credit. However, if assignment to the Reserve with the lowest accrued Bid Period Credit will leave insufficient Reserve coverage in that Reserve's Shift, the Company may assign the Trip to the Reserve in the other Shift with the lowest accrued Bid Period Credit.

3. Reserves will not be able to make requests to Crew Scheduling involving specific assignment preferences such as Layovers, types of Trips, or Ready Reserve Shifts, with the exception of requests submitted during the Aggressive Reserve process.
4. The Company will not assign a Reserve Flight Attendant to a Red-eye flight after an AM Ready Reserve assignment or a previous Trip that returns prior to 1400 the same day BLT, unless the assignment will prevent a Junior Assignment.
5. Crew Scheduling may split Trips to assign to Reserves.
6. A Reserve may not drop or trade a Trip assigned by Crew Scheduling.
7. Reserves will be provided as much advance notification of assignments as possible. Reserve assignments for the following day will begin after 1600 BLT.

## **F. READY RESERVE (AIRPORT STANDBY)**

1. Ready Reserve Shifts will usually be scheduled for six (6) hours and may be adjusted to eight (8) hours as required by operational or staffing needs. Shift start and end times may be adjusted to accommodate schedule changes. Reserve Flight Attendants will submit Ready Reserve Shift preferences for the following day in the Automated Bid System Aggressive Reserve Folder between 1300 and 1600 BLT and assignments will be based on a first requested, first-awarded basis for those Flight Attendants who will be assigned Ready Reserve. At no time will a Flight Attendant be assigned a Ready Reserve Shift that results in a legality conflict. A Reserve Flight Attendant will not be assigned to Ready Reserve more than five (5) times a month unless there is no other available multiple-day Reserve that can be assigned. This limitation does not apply to an Aggressive Bid request for Ready Reserve nor does it apply to inbound Reserve who is assigned Ready Reserve as part of a scheduled duty period unless that Ready Reserve period is scheduled to exceed two (2) hours, in which case it will apply to the Ready Reserve limitation.
2. Ready Reserve Shifts will be designated in CrewTrac (or replacement software) as follows:
  - a. RSA – AM shift
  - b. RSB – Mid-day shift
  - c. RSC – PM shift
  - d. RSD – Night Shift
3. Ready Reserve Shifts will be paid and credited at a 1-for-2 value (one (1) Credit Hour for every two (2) hours on Ready Reserve). If a Ready Reserve is Released early or extended, the Credit for the shift will reflect the change. If a Ready Reserve is assigned a Trip while sitting a Ready Reserve Shift, the Release time and shift Credit will be adjusted to reflect an updated 1-for-2 Credit and an end time of 0:01 minute prior to the report of the Trip assignment. The Ready Reserve will receive the Ready Reserve Shift Credit in addition to any flight time flown that day and her/his Duty Period will reflect her/his Report Time from the Ready Reserve Shift.

Example: A Ready Reserve sits six (6) hours in the crew room but is not given an assignment. The Ready Reserve is Released for Base Rest and is given three (3) hours Credit toward the guarantee for the Bid Period.

Example: A Ready Reserve receives a call from Crew Scheduling for a 1000 Report Time, flying an ATL turn worth six (6) hours of credit. The Ready Reserve started the day at 0700 and will receive 1:30 Credit for their Ready Reserve Shift from 0700 to 1000, as well as six (6) hours Credit for the ATL turn.

Example: A Ready Reserve is scheduled to sit for six (6) hours and is Released to Rest after five (5) hours for an early Trip assignment the next day. The Reserve will receive 2:30 of Credit for actual sit time.

#### **G. RELEASE FROM DUTY**

1. A Flight Attendant completing an assignment made while on Reserve will, at the completion of such assignment, contact Crew Scheduling before leaving the airport. Except during a Declared Irregular Operation, if she/he has accumulated twelve (12) or more hours of duty time, she/he will be Released to Rest at that time. During this call Crew Scheduling will exercise one of the following options:
  - a. She/he will be Released into Rest pursuant to Article 4.C., or
  - b. She/he will be assigned additional flying that is scheduled to depart no later than three (3) hours after Block-in, or
  - c. She/he will be assigned to Ready Reserve, unless the Flight Attendant has already accumulated more than ten (10) hours of duty time.
2. When Released to Rest, a Flight Attendant completing an assignment while on Reserve will return to her/his next scheduled assignment or Reserve Shift after completing the Rest in Article 4.C.
3. A Flight Attendant assigned to a Trip while on a Reserve Shift will be Released from Reserve until the Report Time for that Trip. However, this provision does not apply when a Trip is assigned to a Reserve which begins during or after her/his next Reserve Shift. In this instance, the Flight Attendant will be Released from her/his next Reserve Shift.

Example: A Flight Attendant is on a "B" Reserve Shift on Tuesday. The Flight Attendant is assigned a Trip that reports at 1200 on Wednesday. The Flight Attendant remains on Reserve for the remainder of the Reserve Shift on Tuesday. If no assignment is given on Tuesday, then the Flight Attendant is released until the Report Time of the Trip on Wednesday.

Example: A Flight Attendant is on an "A" Reserve Shift on Tuesday. The Flight Attendant is assigned a Trip that reports at 2200 on Tuesday. The Flight Attendant is Released upon notification of the assignment until the Report Time of the Trip.

4. A Reserve Flight Attendant, who has not been called on his/her last day of a block of Reserve days will be Released two (2) hours prior to the end of the shift, after calling Crew Scheduling.

***From LOA 5, dated 8/22/19***

5. Notwithstanding 1. above, a Reserve Flight Attendant will be Released to twelve (12) hours free from duty when inbound from a Red-eye flight into her/his home Base. The Reserve Flight Attendant should remind Crew Scheduling that she/he completed a Red-eye flight when she/he calls to be Released from duty so that the appropriate Rest time can be reflected in Crew Trac (or replacement software). When in her/his home Base, a Reserve Flight Attendant will not be assigned to a flight or Ready Reserve following a Red-eye flight unless it is part of the original Trip assignment.

#### **H. SCHEDULE ADJUSTMENTS**

1. Reserve Flight Attendants are able to pick up Open Time and utilize the Flight Attendant Trade Board.
2. Reserve Flight Attendant Open Time Procedures

- a. Reserve Flight Attendants picking up Trips in Open Time will be required to have a minimum of eleven (11) hours of scheduled Rest before/after any Trip Report/Release. A Reserve must also be scheduled to have a Calendar Day Off in any seven-day period. All Trip additions are subject to all Rest requirements of this Agreement.
- b. A Flight Attendant on Reserve may modify her/his schedule pursuant to Article 5.L.
- c. Reserves will be paid at the straight time rate for hours picked up on days off in addition to their guarantee. Should a Reserve fly more than eighty-two (82) hours, the overtime rate in Article 3. will be paid for the hours beyond eighty-two (82). Credit for Ready Reserve Shifts will apply towards the eighty-two (82) hours.
- d. A Reserve Flight Attendant, on his/her last day of a Reserve period, who has picked up a Trip for the following day that causes a 10-hour Rest violation, will not be pay protected for the Trip or any portion of the Trip that makes them illegal. The Reserve Flight Attendant will complete any portion of the added Trip that is legal.
- e. A Reserve Flight Attendant who Adds/Swaps a non-Reserve Trip from Open Time will be considered a Lineholder for any schedule changes during that Trip.

3. Reserve Flight Attendant Trade Board Procedures:

- a. Reserve Flight Attendants picking up Trips off the Flight Attendant Trade Board will be required to have a minimum of eleven (11) hours of scheduled Rest before/after any Trip Report/Release. A Reserve must also be scheduled to have a Calendar Day Off in any seven-day period. All Trip additions are subject to all Rest requirements of this Agreement.
- b. Reserves will be paid at the straight time rate for hours picked up on days off from the Trade Board in addition to their guarantee. Should a Reserve be credited with more than eighty-two (82) hours, the overtime rate in Article 3. will be paid for the hours beyond eighty-two (82). Credit for Ready Reserve Shifts will apply towards the eighty-two (82) hours.
- c. A Reserve Flight Attendant, on his/her last Shift of a Reserve period, who has picked up a Trip for the following day that causes a 10-hour Rest violation, will not be pay protected for the Trip or any portion of the Trip that makes them illegal. The Reserve Flight Attendant will complete any portion of the added Trip that is legal.
- d. Reserve Flight Attendants who Add/Trade a non-Reserve Trip from the Trade Board will be considered a Lineholder for any schedule changes during that Trip.
- e. A Reserve Flight Attendant wanting to trade a Reserve Shift must have at least one other Reserve Shift before/after the Reserve Shift being traded. The Reserve Shift trade cannot result in a single Reserve Shift for either Flight Attendant and the Trade cannot result in a conflict with any Reserve Shift or assignment already on the Flight Attendants' schedules. All Reserve Trades must be Reserve Shift for Reserve Shift. A Flight Attendant who accepts a Reserve Shift will assume the Reserve Shift in the window she/he picks up.

Example: Flight Attendant Flora would like to trade her A Reserve Shift (0001-1300) to Flight Attendant Eddy in exchange for his B Reserve Shift (1100-2400). Flora will assume the B Reserve Shift and Eddy will assume the A Reserve Shift for the day(s) traded.

- f. Flight Attendants may Trade Reserve Shift(s) for Reserve Shift(s) only in their Base.

4. Reserve Day Drop (No-Fly)

- a. On days of sufficient Reserve coverage, the Company may offer Reserve No-Fly Days (RNF). Reserve Flight Attendants will submit a bid for an RNF in the Aggressive Reserve Folder in the Automated Bid System. Bids will only be considered for a single Reserve Shift for the following Calendar Day. Awards will be on a first-requested, first-awarded basis. The minimum monthly guarantee of a Flight Attendant awarded an RNF will be reduced by four (4) hours for each RNF.
- b. The approval/denial of any bids will be Based on staffing, any potential system disruptions, and the ability to retain an adequate number of Reserves that are available for multi-day Trips.
- c. A maximum of three (3) RNFs may be awarded to any Reserve Flight Attendant in each Bid Period. A Flight Attendant will be considered notified of an RNF if the drop request is marked approved in the Automated Bid System. A Reserve Flight Attendant approved an RNF will not be Released until the end of the current Reserve Shift, unless Released earlier by Crew Scheduling.

**I. MIXED LINES**

1. General Guidelines

- a. Flight Attendants awarded Reserve status during the monthly bid will have the opportunity to participate in a secondary bid, called Mixed Lines, when offered by the Company. Mixed Lines will be built by the Company and will have a Credit value of at least 75 hours. Mixed Lines may not be offered every Bid Period. When the Company builds Mixed Lines, they may be built in one of the following ways:
  - i. Mixed Lines may contain any combination of Trips and Reserve Shifts; or
  - ii. Mixed Lines may contain only Trips.
- b. Each Reserve Shift on a Mixed Line will carry a minimum Credit value of four (4) hours.
- c. Mixed Lines will be built by Crew Resources and will be posted in the Automated Bid System as a secondary bid after the initial Automated Bid System award and before the Reserve Line award, when available. Mixed Line bidding will open each month on the 16<sup>th</sup> day at 1400 MT. Bidding will conclude on the 17<sup>th</sup> day at 1200 MT each month.
- d. Mixed Lines will be constructed with a minimum of 40 credited Trip hours. Reserve Shifts will be added to bring the Mixed Line value to a minimum of 75 Credit hours. Reserve Shifts for Mixed Lines will have a value of four (4) hours each. When a Mixed Line Flight Attendant is assigned Trips on Reserve Shifts, pay protections apply only to the block of Reserve Shifts, not to single Reserve Shifts.

Example: Mary has a block of three (3) Reserve Shifts worth twelve (12) hours total. Crew Scheduling assigns her a three-day Trip worth fifteen (15) hours total, but the first day of the Trip is only worth 2:30. Mary will be credited the full fifteen (15) hours of the Trip and no further pay protections are necessary because the Trip was worth more than twelve (12) hours of Reserve Shifts.

Example: Johnny also has a block of three Reserve Shifts. Crew Scheduling assigns him a two-day Trip worth 7:17 and he stayed at home on the third Reserve Shift. Johnny is pay protected 43 minutes since the original value of his two (2) Reserve Shifts were eight (8) hours. He still receives four (4) hours Credit for the third Reserve Shift in this block because he sat at home waiting to be assigned.

e. A transition conflict is any interference or illegality from the current Bid Period to the following Bid Period. Transition conflicts for Mixed Lineholders will be resolved in the following manner:

i. If a Trip that begins in the current Bid Period conflicts with another Trip in the following Bid Period, the transition conflict will be resolved by dropping the minimum amount of time necessary to resolve the conflict or illegality. This adjustment will be made in the following Bid Period rather than the current Bid Period and such adjustment will be made at the beginning or end of a Trip. The Flight Attendant will not be paid for the time dropped.

Example: Mary has a Trip that reports on the last day of the current Bid Period and returns on the second of the following Bid Period. Mary's Mixed Line award for the following Bid Period begins with a two-day Trip that reports on the first. Mary will be removed from the entire two-day Trip, as it returns on the second, prior to the arrival of her four-day Trip from the previous Bid Period. Mary lost ten (10) hours as a result of the removal. She is still at 65 hours so no adjustment needs to be made to her Bid Period.

ii. If a Trip that begins in the current Bid Period conflicts with a scheduled Reserve Shift in the following Bid Period, the transition conflict will be resolved by adjusting the Reserve Shift to begin immediately following the debrief of the Trip. After completing the transition Trip, the Mixed Line Flight Attendant will call Crew Scheduling to be assigned or Released. Reserve assignment or Release will be based on the duty day upon completing the carry-over Trip:

(a) If the duty day is less than ten (10) hours, the Flight Attendant will be: given a flight assignment or Ready Reserve assignment; placed on-call; or Released. The Flight Attendant will be paid for the greater of the flight time flown or 4.0 hours.

(b) If the duty day is ten (10) hours or more, the Flight Attendant will be Released to Rest or to days off, except in a Declared Irregular Operation. The Flight Attendant will be paid for the greater of the flight time flown or 4.0 hours.

Example: Mary has a Trip that reports on the last day of the current Bid Period and returns on the 2nd of the following Bid Period. Mary's Mixed Line award for the following Bid Period begins with Reserve Shifts scheduled on the 2<sup>nd</sup> and 3<sup>rd</sup>. Mary must call Crew Scheduling before leaving the airport to be Released or given an assignment. She's been on duty for less than ten (10) hours so Crew Scheduling may assign her: to another Trip or Ready Reserve; Reserve status; or Release her to Rest. Mary has already flown three (3) hours on the 2<sup>nd</sup> so her pay Credit for the day depends on any additional assignments. If she is Released from Reserve status, she will receive four (4) hours of pay Credit for the day.

f. It is the Mixed Line Flight Attendant's responsibility to ensure she/he is above 50 Credit Hours by the end of the Bid Period. Flight Attendants may call Crew Planning to request Reserve Shifts be added to their schedule to bring them above 50 hours.

## 2. Mixed Line Non-Reserve Shift Guidelines

- a. Mixed Line Flight Attendants may not end the Bid Period below 50 Credit Hours.
- b. Mixed Line Flight Attendants have full access to all Open Time processes and Trip Trades.
- c. Mixed Lines will initially be built to a minimum Credit of 75 hours. The minimum 75 Credit Hours will include Trip credit, Reserve Shift credit, and any applicable absence credit.
- d. All applicable rules pertaining to Lineholders will apply to Mixed Line Flight Attendants when not on a Reserve Shift.

3. Mixed Line Reserve Shift Guidelines

- a. Mixed Line Flight Attendants will be on call in accordance with 6.B. above unless Released by Crew Scheduling.
- b. Rules governing Add/Swap/Trade adjacent to any Reserve Shifts will apply.
- c. Only Credit Time on Reserve Shifts and applicable absence Credit will count towards the Reserve Credit calculation and the assignment of Mixed Line Flight Attendants on Reserve Shifts.
- d. All other Reserve rules will apply to Mixed Line Flight Attendants on their Reserve Shifts.
- e. All Reserve Trades must be Reserve Shift for Reserve Shift.

4. Mixed Line Vacation

- a. The number of guaranteed days off in the bid award will be prorated during Bid Periods with Pre-awarded absences (vacation, etc.). (See the Reserve FA Absence Proration Table below.)
- b. If a Mixed Line Flight Attendant has a transition Trip that overlaps an awarded vacation day(s) the provisions of Article 5.J.5. shall apply.

**J. TEMPORARY DUTY (TDY)**

A Flight Attendant assigned to sit Reserve in another Base will be paid per diem as well as provided hotel accommodations when sitting multi-day Reserve assignments. These Reserve assignments will not exceed the original number of Reserve Shifts in the Flight Attendant's line. All work rules applicable to Reserve Flight Attendants apply when assigned Reserve Shifts out of Base.

**K. RESERVE FLIGHT ATTENDANT ABSENCE PRORATION TABLE**

1. The minimum number of scheduled Days Off for Reserves as required by Article 4.F.1. will be prorated based on planned absences. Awarded Days Off do not include Vacation or other planned absence days.
2. For any Bid Period in which Reserve Flight Attendants receive a minimum of eleven (11) Days Off, the following proration table will apply:

30-Day Bid Period		31-Day Bid Period	
Total Days Absent	Awarded Days Off	Total Days Absent	Awarded Days Off
1	11	1	11
2-4	10	2-4	10
5-6	9	5-7	9
7-9	8	8-9	8
10-12	7	10-12	7
13-15	6	13-15	6
16-17	5	16-18	5
18-20	4	19-21	4
21-23	3	22-23	3
24-25	2	24-26	2
26-28	1	27-29	1
29-30	0	30-31	0

3. For any Bid Period in which Reserve Flight Attendants receive a minimum of twelve (12) Days Off, the following proration table will apply:

30-Day Bid Period		31-Day Bid Period	
Total Days Absent	Awarded Days Off	Total Days Absent	Awarded Days Off
1	12	1	12
2-3	11	2-3	11
4-6	10	4-6	10
7-8	9	7-9	9
9-11	8	10-11	8
12-13	7	12-14	7
14-16	6	15-16	6
17-18	5	17-19	5
19-21	3	20-21	4
22-23	3	22-24	3
24-26	2	25-27	2
27-28	1	28-29	1
29-30	0	30-31	0

Example: John Q Reserve Flight Attendant has seven (7) days of vacation (Total Absence Days) in a Bid Period that is a 30-day Month with twelve (12) Days Off. According to the proration table, John will get seven (7) days of Vacation in his bid and will receive nine (9) additional awarded days off.

## L. RESERVE ASSIGNMENT TRANSPARENCY

Flight Attendants shall have remote access via the Company Automated Bid System to the Reserve information listed below. The Company shall not charge Flight Attendants to access this information via the website; however, the Company will not be responsible for the cost of any smart phone or tablet application or other available for fee-based features a Flight Attendant chooses to purchase. The Union will also have access to the Flight Attendant's schedules via the Automated Bid System. The Reserve information shall be available in real time and will include:

1. A list of available Reserve Flight Attendants, by Base, for the current day and the two (2) subsequent days; and
2. For each day, the Reserve Availability Report will show the following information for each available Reserve;
  - a. Seniority number
  - b. Employee number
  - c. Reserve Shift
  - d. The number of days that the Reserve is available
  - e. The time at which the Reserve is available
  - f. The accrued Bid Period credit.

- g. The last activity assigned to the Reserve, including the Release time
- h. The next activity assigned to the Reserve, including the Report Time

## **ARTICLE 7** **TRAINING**

### **A. GENERAL AND CLASSROOM REQUIREMENTS**

1. The Company will schedule all training class/event for Flight Attendants. Any exceptions will be handled by the Company.
2. Company Training class/event are presented throughout the year and attendance is a requirement of the job. The Company will assign individuals to specific months to attend training, and Flight Attendants will be notified by the Company of their designated month. A Flight Attendant will then be able to bid for the training class during her/his assigned month in the Automated Bid System between 1200 MT on the 22<sup>nd</sup> and 1200 MT on the 4<sup>th</sup> (e.g., March 22 to April 4 for May Training). All training activities are awarded via the Automated Bid System in seniority order by Base.
3. Changes to the designated month for a training activity must be approved by the Company.
4. Awards are published in the Automated Bid System no later than 1200 MT on the 6<sup>th</sup>.
5. Awarded training activities will be noted in the Automated Bidding System.
6. Due to FAA classroom content restrictions, Inflight Training must operate under strict attendance policies. The following policies apply to all required Training class/events:
  - a. Class begins promptly at the published start time;
  - b. If a Flight Attendant arrives to training up to ten (10) minutes late, he/she will be allowed to stay in class, but may be subject to discipline;
  - c. If a Flight Attendant arrives to training ten (10) or more minutes late, he/she will be dismissed from class, re-scheduled for another training date on a Day Off, and may be subject to discipline.

### **B. REQUIREMENTS FOR ATTENDING RECURRENT TRAINING**

1. All Flight Attendants must successfully pass the Recurrent Training exam before attending class.
2. The online exam will be posted on the Company's computer-based training website by the 5<sup>th</sup> of the month prior to attending Recurrent Training. First attempt of the exam is offered online. If a Flight Attendant fails the online exam, a second attempt will be conducted using a paper test. The Flight Attendant must contact Inflight Training to schedule a retake of a failed online examination. If the second attempt is unsuccessful, the Flight Attendant will be separated from the Company.
3. If a Flight Attendant attends class without taking or passing the exam, the Flight Attendant will be dismissed from class, re-scheduled for another training date on a Day Off, and may be subject to discipline.

### **C. TRADING RECURRENT TRAINING DATES**

1. The Inflight Training department will handle all qualification training records and Crew Planning will administer the training bidding/trading process via the Automated Bid System.
2. A Flight Attendant may trade a scheduled recurrent training date with another Flight Attendant in her/his Base via the Automated Bid System if the training is in the city in which the Flight Attendants are Based. All other out-of-Base requests should be submitted to [crewschedulingsupervisors@flyfrontier.com](mailto:crewschedulingsupervisors@flyfrontier.com) (or

designated email address). Requests must be in compliance with duty and Rest limitations as established by this Agreement and FARs.

3. Trade/Swap of Recurrent Training dates starts at 1200 (Mountain Time) on the 18<sup>th</sup> of the month prior to attending class. Trades/Swaps are allowed until 72 hours prior to the scheduled Recurrent Training date. Trade/Swap requests are made via the Automated Bid System if the training is in the city in which the Flight Attendant is based. All other out-of-Base requests should be submitted to [crewschedulingsupervisors@flyfrontier.com](mailto:crewschedulingsupervisors@flyfrontier.com) (or designated email address).
4. All Active Flight Attendants are eligible for Recurrent Training trades with other Flight Attendants in their Base.
5. Neither Crew Scheduling/Crew Planning, nor Inflight Management will enter, modify or remove any request in the Automated Bid System for a Flight Attendant.
6. Notifications of status of trades will be reflected in the Automated Bid System as well as CrewTrac (or replacement software).
7. Trades must be made on scheduled days off and all trades must be contractually compliant and legal in accordance with FAR's.
8. All Recurrent Training trades must be done in the Bid Period of the Flight Attendant's Recurrent Training. Recurrent Training trades cannot take place from one Bid Period to another.

#### **D. TRAINING OUT-OF-BASE**

1. Travel to a Training Event away from a Flight Attendant's Base will be positive space must ride.
2. The Company is solely responsible for arranging travel for any Flight Attendant attending a Training Event away from her/his Base. The Company will consider any personal schedule conflicts brought to its attention by the Flight Attendant regarding the day of travel and will make an effort to work with the Flight Attendant to arrange an accommodating travel itinerary for the scheduled day of travel.
3. All Flight Attendants may deviate from Scheduled Training Deadheads under the Deadhead provisions of Article 5.Q and are responsible for their own flights.
4. Training pairings that are picked up through Open Time will not be pay protected if awarded in the Automated Bid System.

## **ARTICLE 8** **SICK LEAVE**

### **A. ACCRUAL**

1. Sick leave will accrue at the rate of four (4) hours per month while the Flight Attendant is on Active service.
2. Sick leave is not accrued while on furlough or leave of absence, unless otherwise specified in the Agreement.
3. Sick leave accrual for a Flight Attendant on Low Time and Temporary Low Time will be as provided in Article 5.K.5. and 5.K.6 respectively.
4. A Flight Attendant will accrue a maximum of 700 hours.
5. Earned but unused sick leave will not be paid in the event of furlough, retirement, or termination of employment, whether voluntary or involuntary, but will be retained while a Flight Attendant is on a leave of absence or furlough.

### **B. USE OF SICK LEAVE**

1. Sick leave will be deducted from the Flight Attendant's bank on a one-for-one basis for each Credit Hour, or portion thereof, missed because of illness or injury.
2. If sick leave taken exceeds a Flight Attendant's bank of sick hours, she/he may use her/his unused accrued vacation. A Flight Attendant who wishes to apply hours from her/his vacation bank to sick leave must submit such request in writing to payroll (or as otherwise specified by the Company) by the last Calendar Day of the month in which the sick leave was taken.
3. When all accrued hours are exhausted, a Flight Attendant on Sick Leave will remain on Active status unless she/he is approved for a leave of absence. If the illness is covered by the Family and Medical Leave Act, she/he must use all available sick accrual.
4. The pass privileges of a Flight Attendant on Sick Leave will be the same as if she/he were an Active Flight Attendant.

### **C. REPLENISHMENT OF SICK BANK**

A Flight Attendant's sick leave bank does not need to be completely depleted in order to replenish time.

1. A Flight Attendant may replenish her/his sick leave bank by picking up Open Time, unless she/he subsequently drops, or calls in sick for, that Open Time.
2. A Reserve Flight Attendant may only replenish her/his sick leave bank by picking up Open Time on a scheduled Day Off, or by adding a Reserve block to the beginning or end of an already scheduled Reserve block, provided the additional Reserve block is within the duty time and Rest limitations of this Agreement and the FARs.
3. Replenishment of sick leave bank will be on a one-for-one basis for each Credit Hour earned, or portion thereof, that the Flight Attendant designates in accordance with this Article. Open Time that is picked up and subsequently replaced with Company Business may also be used to replenish the sick leave bank.
4. If a Flight Attendant wishes to replenish her/his sick leave bank, she/he must do so within the next two (2) full Monthly Bid Periods of using such sick leave.

Example: Bill calls in sick for a 6-hour Trip on July 10. If he wishes to replenish his sick bank, he must do so no later than the end of September (i.e. the next two (2) full Monthly Bid Periods following July are August and September).

5. A Flight Attendant must designate to payroll the sick date(s) for which the Flight Attendant wishes to apply picked up Open Time by the end of the Monthly Bid Period in which she/he picked up the Open Time.

Example: Same facts as above. Bill picks up an eight (8) hour turn on his Day Off on August 12. Bill must contact payroll by August 31 to designate these hours to replenish his sick bank for the hours deducted on July 10. Payroll will apply six (6) of the eight (8) hours to replenish Bill's sick bank, and the remaining two (2) hours will be credited to his regular paycheck.

Example: Jenny calls in sick for three (3) Reserve days in February. Twelve (12) hours will be deducted from her sick bank (four (4) hours per day). She picks up an 8-hour two-day Trip on her days off in March. She must contact payroll no later than March 31 if she wishes to apply those eight (8) hours to replenish eight (8) of the twelve (12) sick bank hours deducted for her February sick call.

#### **D. SICK LEAVE PROCEDURE**

##### **1. Calling in Sick**

A Flight Attendant will notify the Company of a sick call via telephone Positive Contact to Crew Scheduling. If she/he is not able to make telephone Positive Contact with Crew Scheduling because of a hold time exceeding sixty (60) minutes, she/he will notify the Company of the sick call by email to a Company designated email address. The notification must include a screen shot from her/his phone showing the date, time, and duration of the call.

A Flight Attendant who calls in sick will be removed for the duration of her/his Trip/block of Reserve days, unless she/he specifies that the sick call is only for part of the Trip/block of Reserve days.

###### **a. Calling in Sick Prior to Trip/Reserve Shift**

Any Flight Attendant who is unable to report for work because of illness or injury will notify Crew Scheduling as soon as she/he knows she/he will be unable to report for the Trip or Reserve Shift, whichever is applicable. A Lineholder or a Reserve who has been assigned a Trip must call in sick prior to the time necessary to assign a Reserve to her/his Trip (based on minimum call-out time for their Base). A Flight Attendant on Reserve must call in sick prior to the start of her/his Reserve Shift.

###### **b. Calling in Sick During a Trip/Reserve Shift**

A Flight Attendant who becomes too ill to complete her/his Trip must notify Crew Scheduling as soon as possible. A Flight Attendant who becomes too ill to complete her/his Reserve Shift must call in sick prior to Crew Scheduling attempting to notify the Reserve Flight Attendant of an assignment. A Flight Attendant on Ready Reserve must notify Crew Scheduling of a sick call prior to Crew Scheduling attempting to notify the Ready Reserve of a Trip or an additional assignment.

3. The Company will pursue a system which allows Flight Attendants to electronically notify Crew Scheduling of a sick call. AFA and the Company will meet to discuss the system prior to implementation.

##### **4. Calling in Well**

###### **a. Lineholders**

Subject to the provisions herein, a Lineholder may call in well on the second or subsequent duty period of her/his Trip.

The process for returning to work is outlined below. It shall apply to a Flight Attendant who calls in well. This process also applies to a Flight Attendant who specifies her/his return when she/he calls in sick.

Flight Attendants are encouraged to review the process below and be prepared to discuss her/his preferred options with Crew Scheduling when calling in sick with a specific return date or when calling in well, whichever is applicable.

i. Lineholder Calling in Sick with Return Date

A Flight Attendant who specifies her/his return at the time of the sick call will join her/his Trip if it is scheduled to transit her/his Domicile. If it does not transit her/his Domicile, she/he will discuss the feasibility of joining the Trip at another location with Crew Scheduling. The decision about picking up the Trip at another location will be made by Crew Scheduling.

ii. Lineholder Calling in Well

A Flight Attendant who wishes to return to the line during the day(s) of her/his original Trip may call in well. She/he will return to her/his Trip if it is scheduled to transit her/his Domicile on the day she/he wishes to return if her/his Trip is being flown by a Reserve Flight Attendant from her/his Domicile. If the Trip does not transit her/his Domicile, is being flown by more than one (1) Reserve Flight Attendant or the Reserve Flight Attendant is Based at a different Domicile, she/he will discuss the feasibility of joining the Trip at another location with Crew Scheduling. The decision about picking up the Trip at another location will be made by Crew Scheduling.

(a) Lineholder Unable to Join Original Trip Pursuant to "a.i" above

A Flight Attendant unable to join the original Trip may pick up a Trip from Open Time and submit a request via the Automated Bid System which is scheduled to begin on her/his return date, if available. However, the Flight Attendant will not be required to pick up a Trip that has a Release time later than the Release time of the original Trip.

(b) Lineholder Unable to Pick Up Open Time Pursuant to "a.ii.(a)" above

(1) Reserve

If there are no Trips in Open Time that are scheduled to begin on her/his return date, or if she/he has declined to pick up a Trip because the only open Trips that are scheduled to begin on her/his return date have a Release time later than the Release time of the original Trip, the Flight Attendant may request to pick up Reserve Shifts. If she/he has at least two (2) remaining days of availability from the initial Trip and the Flight Attendant is legal and available until midnight on each of those days, Crew Scheduling will assign Reserve Shifts to the Flight Attendant. If the Flight Attendant only has one remaining day of availability, Crew Scheduling may decline the request to place her/him on Reserve.

A Flight Attendant assigned to Reserve in accordance with this paragraph will have a higher assignment priority than a regular Reserve.

(2) Trade Board

A Flight Attendant who is not assigned to Reserve may pick up a Trip from the Trade Board, if available. The Trip from the Trade Board will be the Trip which has been on the Trade

Board for the longest time and is scheduled to begin on her/his return date and end on the same day as the originally scheduled Trip.

If no Trip on the Trade Board is scheduled to begin on her/his return date and end on the same day as the originally scheduled Trip, the Flight Attendant may agree to work an additional day(s). She/he will be assigned the Trip which ends on the additional day(s) that has been on the Trade Board for the longest time.

A Flight Attendant who is not assigned a Trip from the Trade Board will remain on Sick Leave through the end of her/his original Trip.

b. Reserves

A Flight Attendant on a Reserve Line may call in well and be placed back onto Reserve for the remaining shifts of her/his Reserve block. She/he must be available for the entire Reserve Shift to call in well for that day. Nothing herein precludes the Flight Attendant and Crew Scheduling from agreeing to a different Reserve Shift.

5. A Flight Attendant who becomes ill/injured at an outstation and cannot complete her/his schedule will be listed as positive space on the next available Frontier flight out (the Flight Attendant will not bump revenue passengers).

**E. SICK LEAVE PAY**

1. Sick time will be paid and credited pursuant to Article 3 Compensation at a straight hourly rate.

A Flight Attendant who calls in "well" pursuant to D.4. above will receive pay and Credit from her/his sick bank for the duty period(s)/Reserve day(s) missed.

2. If a Flight Attendant has submitted her/his resignation and calls in sick within the two-week period prior to the resignation date, a valid doctor's note will be required in order for the Flight Attendant to receive sick pay and remain eligible for rehire.

**F. VERIFICATION OF ILLNESS/INJURY**

1. If a sick call is either an OJI, or one of extreme circumstances, or could create any form of liability against the Company, the Flight Attendant is responsible to seek medical attention at the request of her/his Inflight Manager. If Frontier management requires the Flight Attendant to seek medical attention due to OJI or extreme circumstances, the Company will cover the cost.

At the Company's discretion, a Flight Attendant may be required to produce a physician's note documenting illness or injury. The note, when required, will state:

- a. The date of illness;
- b. Date and time of examination;
- c. Medical release to return to work.

2. During a period (e.g., Christmas Holidays, Super Bowl weekend) when all Flight Attendants are required to present a doctor's note for sick calls, prior notice will be given.

## ARTICLE 9 VACATION

### A. GENERAL

1. Flight Attendants will receive paid vacation. Flight Attendant vacation awards will be granted in seniority order. Flight Attendants will bid vacation based on their projected accrual as of December 31<sup>st</sup>.
2. Number of guaranteed days off in bid award will be prorated during Bid Periods with vacation days.

For Bid Periods when the minimum Days Off equals eleven (11):

30-Day Bid Period	
Total Days Absent	Awarded Days Off
1	11
2-4	10
5-6	9
7-9	8
10-12	7
13-15	6
16-17	5
18-20	4
21-23	3
24-25	2
26-28	1
29-30	0

31-Day Bid Period	
Total Days Absent	Awarded Days Off
1	11
2-4	10
5-7	9
8-9	8
10-12	7
13-15	6
16-18	5
19-21	4
22-23	3
24-26	2
27-29	1
30-31	0

For Bid Periods when the minimum Days Off equals twelve (12):

30-Day Bid Period	
Total Days Absent	Awarded Days Off
1	12
2-3	11
4-6	10
7-8	9
9-11	8
12-13	7
14-16	6
17-18	5
19-21	4
22-23	3
24-26	2
27-28	1
29-30	0

31-Day Bid Period	
Total Days Absent	Awarded Days Off
1	12
2-3	11
4-6	10
7-9	9
10-11	8
12-14	7
15-16	6
17-19	5
20-21	4
22-24	3
25-27	2
28-29	1
30-31	0

3. Accrued but unused vacation will be paid in the event of furlough, retirement, resignation or termination according to the terms of this Agreement. If any vacation days are not scheduled to be used by December 31<sup>st</sup> of the current year, they will be paid no later than January 21<sup>st</sup> of the next consecutive calendar year. Unused vacation for the current calendar year cannot be carried over into the next calendar year.
4. Crew Planning will handle all vacation records and will administer the vacation bidding process via the Automated Bid System.

5. If a Flight Attendant changes Base, any scheduled unused vacation period is forfeited. Forfeited vacation periods should be replaced from Flight Attendant Vacation Open Time in the Automated Bid System for the new Base.

## **B. ACCRUAL**

1. Vacation days will be accrued in the current calendar year to be taken in the following calendar year according to the following rates:
  - a. A Flight Attendant who, as of December 31 of any year, has less than one (1) calendar year of active service with the Company will accumulate vacation days on the basis of .58 Calendar Days per pay period.
  - b. A Flight Attendant who has completed one (1) year or more of active service with the Company, but less than five (5) years of active service with the Company will accumulate vacation days on the basis of .58 Calendar Days per pay period, or fourteen (14) days per year.
  - c. A Flight Attendant who has completed five (5) years or more of active service with the Company, but less than ten (10) years of active service with the Company will accumulate vacation days on the basis of .88 Calendar Days per pay period, or twenty-one (21) days per year.
  - d. A Flight Attendant who has completed ten (10) years or more of active service with the Company, but less than twenty (20) years of active service with the Company will accumulate vacation days on the basis of 1.17 Calendar Days per pay period, or twenty-eight (28) days per year.
  - e. A Flight Attendant who has completed twenty (20) years or more of active service with the Company will accumulate vacation days on-the-basis of 1.458 Calendar Days per pay period or thirty- five (35) days per year.
2. Vacation accrual will not continue during periods of leave without furlough.
3. Vacation accrual for a Flight Attendant on Low Time and Temporary Low Time will be as provided in Article 5.K.5. and 5.K.6. respectively.
4. The Credit value of a vacation day is as follows:

<b>Completed Years of Inflight Service</b>	<b>Credit Hours Per Day</b>
Less than 5	3.0
5 – 10	4.0
More than 10	5.0

## **C. VACATION BIDDING**

1. Bidding for annual vacation will be accomplished in four (4) rounds. Vacation periods that are bid consecutively (adjacent periods) will count as one choice. A Flight Attendant who does not bid a sufficient number of choices in any round to receive an award will have any remaining vacation carried into the next round.
2. Vacation periods of ten (10) days or fewer will be taken as one (1) period.
3. Any vacation period of eleven (11) days or more may be split.
4. Split vacation periods will contain one (1) period of not fewer than seven (7) Calendar Days.

5. Vacations may be split according to the following:
  - a. Blocks of seven (7) days;
  - b. Multiples of seven (7) days (e.g. 7, 14, 21);
  - c. Blocks of seven (7) plus any additional days up to thirteen (13);
  - d. Ten (10) days or fewer cannot be split.
6. Vacation days may be bid at once in any one round or split in accordance with the above.
7. Vacation days must be bid consecutively during a vacation round.
8. Following the fourth-round awards, a Flight Attendant who has unawarded vacation will have that vacation assigned by the Company.
9. Vacation bidding rounds will occur as follows:
  - a. Vacation adjustments will be made prior to the opening of the first-round vacation bid with Company seniority and all Flight Attendant leave information (FMLA, MED, OJI, COLA, PLA, VLOA, etc.) as of August 27 of that year.
  - b. Any leaves taken after that date will require adjustments of the leave information for those Flight Attendants. When adjustments are made, a phone call will be made to the Flight Attendant notifying her/him of the vacation accrual change in the Automated Bid System. A message will be left for the Flight Attendant if positive phone contact cannot be made.

Example: Suzy Flight Attendant has two (2) weeks of vacation earned to bid for the following year. If Suzy elects to take a COLA (which will reduce her accrual of vacation time) prior to the close of the vacation bid, reducing her vacation to ten (10) days, then Suzy's vacation will be combined into one vacation slot. However, if the COLA was awarded after the bid has closed for the vacation, then Suzy will be awarded her first-round choice of seven (7) days and her second-round choice of the remaining three (3) days.

10. No later than October 1<sup>st</sup> at 0900 MT, the Company will post the first-round vacation bid on the Automated Bid System, covering the following calendar year. Bidding will commence immediately and close at 0900 MT on October 7<sup>th</sup>. First round bids will be awarded no later than 1700 MT on October 7<sup>th</sup>.
11. No later than October 9<sup>th</sup> at 0900 MT, the Company will post the second-round vacation bid on the Automated Bid System, covering the remaining vacation Bid Periods for the following calendar year. Bidding will commence immediately and close at 0900 MT on October 15<sup>th</sup>. Second round bids will be awarded no later than 1700 MT on October 15<sup>th</sup>.
12. No later than October 17<sup>th</sup> at 0900 MT, the Company will post the third-round vacation bid on the Automated Bid System, covering the remaining vacation Bid Periods for the following calendar year. Bidding will commence immediately and close at 0900 MT on October 23<sup>rd</sup>. Third round bids will be awarded no later than 1700 MT on October 23<sup>rd</sup>.
13. No later than October 25<sup>th</sup> at 0900 MT, the Company will post the fourth-round vacation bid on the Automated Bid System, covering the remaining vacation Bid Periods for the following calendar year. Bidding will commence immediately and close at 0900 MT on October 31<sup>st</sup>. Fourth round bids will be awarded no later than 1700 MT on October 31<sup>st</sup>.

14. Flight Attendants may pick up Open Time or Trip trades while on their scheduled vacation in accordance with the terms of the Agreement.

#### **D. VACATION BID PERIODS**

The following periods will be used for bidding vacations:

Date (Period)	Date (Period)	Date (Period)	Date (Period)
Jan 2-8 (1)	Jan 9-15 (2)	Jan 16-22 (3)	Jan 23-29 (4)
Feb 2-8 (5)	Feb 9-15 (6)	Feb 16-22 (7)	Feb 23-29 (8)
Mar 2-8 (9)	Mar 9-15 (10)	Mar 16-22 (11)	Mar 23-29 (12)
Apr 2-8 (13)	Apr 9-15 (14)	Apr 16-22 (15)	Apr 23-29 (16)
May 2-8 (17)	May 9-15 (18)	May 16-22 (19)	May 23-29 (20)
Jun 2-8 (21)	Jun 9-15 (22)	Jun 16-22 (23)	Jun 23-29 (24)
July 2-8 (25)	July 9-15 (26)	July 16-22 (27)	July 23-29 (28)
Aug 2-8 (29)	Aug 9-15 (30)	Aug 16-22 (31)	Aug 23-29 (32)
Sept 2-8 (33)	Sept 9-15 (34)	Sept 16-22 (35)	Sept 23-29 (36)
Oct 2-8 (37)	Oct 9-15 (38)	Oct 16-22 (39)	Oct 23-29 (40)
Nov 2-8 (41)	Nov 9-15 (42)	Nov 16-22 (43)	Nov 23-29 (44)
Dec 2-8 (45)	Dec 9-15 (46)	Dec 16-22 (47)	Dec 23-29 (48)

*NOTE: There will be adjustment of vacation Bid Periods for leap year.*

#### **E. VACATION TRADES**

A Flight Attendant may trade vacation periods with the following constraints:

1. Vacation trades must be within the same calendar year;
2. Trades must be made by the 4<sup>th</sup> of the month preceding the month in which the vacation trade would be effective (e.g., before March 4 at 1200 MT for an April vacation trade);
3. Trades may be made between two (2) Flight Attendants or between a Flight Attendant and posted open vacation slots in the same Base;
4. All trades must be submitted via the Automated Bid System. Crew Planning will not submit, modify or remove any trade request from the Automated Bid System;
5. No vacation trade will be awarded after the Pre-award time frame has closed for the Bid Period requested. This includes both the vacation slot being traded from and traded to.

#### **F. VACATION SLIDES**

1. A Flight Attendant may slide her/his vacation period plus or minus three (3) Calendar Days from the first day of the awarded period.
2. Multiple slide requests will not be approved. Slides may not go from one Bid Period to another.
3. All slides must be submitted via the Automated Bid System during the Pre-award period.
4. No vacation slide will be awarded after the Pre-award time frame has closed for the Bid Period requested.

## **ARTICLE 10 SENIORITY**

### **A. SENIORITY ACCRUAL**

1. The Frontier System Seniority List (“seniority list”) in effect on the date of the signing of this Agreement will be the official seniority list and, thereafter, the seniority of a newly hired Flight Attendant (including transferees from another department within the Company) will commence on the Flight Attendant’s date of hire as a Frontier employee (graduation date) and will continue to accrue thereafter during his/her period of service with the Company, except as otherwise provided for in this Agreement. A Flight Attendant’s Longevity will commence concurrently with his/her seniority date, and will accrue thereafter during his/her Active service with the Company, excluding leaves of absence, furlough, or other periods as may be provided for in this Agreement.
2. A former Frontier Flight Attendant who is re-hired as a Flight Attendant for the Company, and who is not required to attend initial Flight Attendant training, will be placed on the seniority list as of the Flight Attendant’s new date of hire. A re-hired Flight Attendant who is required to attend initial Flight Attendant training will be treated, for purposes of placement on the seniority list, as a newly hired Flight Attendant.
3. When two or more Flight Attendants have their names placed on the seniority list on the same date, their position on the seniority list will be determined by their Social Security number, highest number the most senior.
4. Except as otherwise provided for in this Agreement, seniority will govern all Flight Attendants for retention in case of reduction in force, recall from furlough, preference of vacation periods, filling of vacancies, Base assignments, Company-offered voluntary leaves of absence, and bidding rights.

### **B. WHEN SENIORITY WILL NOT GOVERN**

Except as otherwise provided for in this Agreement, seniority will not in any respect govern: transfers into other departments outside of the Inflight Department, transfers into positions within the Inflight Department not covered under this Agreement (e.g., administrative positions), selection and promotion to Inflight instructor, selection and promotion to supervisory duty, assignment to non-flying duty (e.g., light duty), or special assignment duty.

## C. TRANSFERS

***From LOA 5, dated 8/22/19***

### 1. Transfers to Position(s) Within the Inflight Department

- a. A Flight Attendant who has transferred to a position within the Inflight Department, outside the coverage of this Agreement, will retain and accrue Seniority for a period of two (2) years from the effective date of the transfer.
- b. The Flight Attendant will have her/his name removed from the Seniority List.
- c. If the individual returns to a position covered under this Agreement prior to the two (2) year expiration date, the Flight Attendant will have her/his name restored to the Seniority List as if she/he had not transferred.
- d. After a two (2) year period, the Flight Attendant occupying such position will retain but not accrue Seniority.
- e. If the individual returns to a position covered under this Agreement after the two (2) year date, the Flight Attendant will have her/his name restored to the Seniority List adjusted down by the number of days over the two (2) year limit.

Example: A Flight Attendant has original Seniority of June 30, 2005. She transfers to an Inflight management position for two (2) years and 30 days and then returns to the line. Her Seniority would be adjusted down 30 days to July 30, 2005.

- f. After transferring back to a Flight Attendant position from a position within the Inflight Department, a Flight Attendant must remain a Flight Attendant for a period of six (6) months before transferring to another position within the Company, subject to paragraph g. below.
- g. If the Flight Attendant transfers to another position within the Company prior to the end of the six (6) month period her/his name will be removed from the Seniority List.
- h. Any Flight Attendant who is on the Seniority List and currently serving in an Inflight management/Inflight training position as of September 1, 2019 shall not have her/his name removed from the Seniority List during the period of time they are holding a position within the Inflight position, until they transfer back to a Flight Attendant position. Her/his name will remain on the Seniority List with the notation of the date the individual transferred to the Inflight Department and will be adjusted as required upon her/his return. Any future transfers are subject to the provisions above.

### 2. Transfers to Positions(s) Outside the Inflight Department

- a. A Flight Attendant who has transferred to any position outside of the Inflight Department will retain (but not accrue) Seniority and Longevity for one (1) year from the effective date of the transfer.
- b. The Flight Attendant will have his/her name removed from the Seniority List as of the transfer date.
- c. If the individual returns to a position covered under this Agreement prior to the one (1) year expiration date, the Flight Attendant will have his/her name restored to the Seniority List adjusted down by the number of days he/she was in the position outside of the Inflight Department.

**From LOA 5, dated 8/22/19, continued**

- f. If the individual does not return to a position covered under this Agreement prior to the one (1) year expiration date, his/her name will not be restored to the Seniority list.
- g. After transferring back to a position covered by this Agreement from a position outside the Inflight Department, a Flight Attendant must remain a Flight Attendant for a period of six (6) months before transferring to another position within the Company, subject to paragraph f. below.
- h. If the Flight Attendant transfers to another position within the Company prior to the end of the six (6) month period, his/her name will be removed from the Seniority List.
- i. Any Flight Attendant who is on the Seniority list and has a position outside the Inflight Department as of September 1, 2019, shall not have his/her name removed from the Seniority List during the one (1) year period he/she is performing a position outside the Inflight Department. His/her name will remain on the Seniority list during that one (1) year period with the notation of the date the individual transferred to a position outside the Inflight Department. Her/his name will remain on the Seniority List with the notation of the date the individual transferred outside the Inflight Department and will be adjusted as required upon her/his return. Any future transfers are subject to the provisions above.

**3. Transfers to Union Position(s)**

A Flight Attendant who is elected to or accepts a full-time position with the Union will retain and accrue seniority and Longevity while working for the Union.

**4. Flight Attendant Transfers Due to Illness/Injury**

If a Flight Attendant is permitted by the Company to transfer to a position outside of the Flight Attendant craft or class on account of physical incapacity, illness, or injury, he/she will retain and accrue seniority for a period not to exceed 2 years of "continuous" service in such position after which the Flight Attendant will be removed from the seniority list. A period of service will be deemed "continuous" service until it is broken by a transfer back to the position of Flight Attendant.

- 5. Paragraph E (Seniority Rights Forfeited) also applies to employees covered under this Paragraph C. for purposes of removal from the seniority list.

**D. PROTEST OF SENIORITY LIST**

- 1. An employee covered under this Agreement will have 30 Calendar Days after the posting of the seniority list to protest any omission or incorrect posting affecting her seniority or position on the posted list. A covered employee, who fails to protest a seniority list within the time limits set forth in this paragraph, will forfeit his/her right to protest the seniority list.
- 2. The official system seniority list will be posted quarterly, no later than the fifteenth day of the quarter, in each calendar year. A covered employee is permitted to protest a seniority list only if it varies from the seniority list immediately preceding it.
- 3. All protests to the seniority list must be made in writing and provided to the Director of Inflight, or his/her designee, by hand delivery, via overnight mail, via express mail, U.S. mail certified return receipt requested, or e-mailed. Protests should not be faxed. The employee must be able to provide a form of delivery

confirmation to substantiate transmission or delivery of the written protest. The Company will investigate the protest and will respond to the Flight Attendant in writing within 30 Calendar Days.

#### **E. SENIORITY RIGHTS FORFEITED**

A Flight Attendant covered under this Agreement, whose employment with the Company is permanently severed, will forfeit his/her seniority rights and that Flight Attendant's name will be removed from the seniority list. Such circumstances include, but are not limited to: resignation, discharge for cause, retirement, failure to return to Active service following an authorized leave of absence or furlough.

#### **F. PROBATION**

1. A Flight Attendant will be on probation from date of hire through the first 9 months of Active service following completion of training.
2. Active service will commence upon the successful completion of training. For purposes of this provision, Flight Attendants will be considered to be in Active service unless on medical leave, furloughed, granted a leave of absence, or in another "no pay" status. A Flight Attendant's probation will be extended by the number of elapsed Calendar Days the Flight Attendant was inactive. Inactive periods of less than 7 consecutive workdays will not be counted.
3. Nothing in this Agreement will be construed to prevent the Company from releasing a Flight Attendant, with or without cause, during the probationary period. An employee may not be placed on the Frontier Flight Attendant Seniority List unless he/she successfully completes initial training and the period of probation.

## **ARTICLE 11 UNIFORMS**

### **A. PURCHASE OF INITIAL UNIFORM**

1. The Company will not provide the initial investment of the Flight Attendant uniform. The Flight Attendant must purchase all accessories.
2. Initial uniform costs may be deducted from the Flight Attendant's paycheck or may be paid in full. Deductions will be at the following rates:

\$1 - \$300 Minimum of \$25 per pay check  
\$301-\$600 Minimum of \$50 per pay check (\$600 cap)

### **B. UNIFORM CREDIT AND MAINTENANCE OF UNIFORM**

1. Flight Attendants will receive a \$150 annual credit with the designated uniform vendor on January 1<sup>st</sup> of each year. Unused credit will be forfeited if not used within the year. A Flight Attendant who is on a Leave of Absence will receive her/his uniform credit upon return to Active status.
2. A maternity uniform will be made available at the Company's expense to a Flight Attendant who has notified the Company of her pregnancy subject to vendor availability. If the uniform is not available through the vendor Inflight management will approve an alternate uniform, which will be subject to reimbursement up to \$100.
3. If a Flight Attendant resigns or is terminated, he/she will be responsible for the remaining uniform balance.

## **ARTICLE 12** **LEAVES OF ABSENCE**

### **A. GENERAL GUIDELINES**

1. A Flight Attendant on a Leave of Absence will not accrue vacation or sick leave hours, unless otherwise stated in this Agreement.
2. Sick leave must be used and vacation leave may be used during FMLA, Medical, and Pregnancy/Maternity Leave of Absence.
3. If a Flight Attendant intends to use vacation leave to cover any leave, he/she must submit a request via email to a Company designated email address by the end of the month in which the leave is taken.
4. Flight Attendants on a leave in excess of ninety (90) days shall be entitled to health benefits for the duration of the leave only upon reimbursement to the Company on a monthly basis of both the employee and employer portion of the full cost of such benefits at the applicable rate. Flight Attendants on a leave less than ninety (90) days shall be entitled to health insurance only upon reimbursement to the Company on a monthly basis of the employee portion of the cost of such benefits at the applicable rate.
5. Holiday pay, funeral pay, or jury duty pay will not be granted during a leave.
6. A Flight Attendant off payroll on a Leave of Absence will not be compensated for a parking permit.
7. Unless the Flight Attendant is receiving short-term or long-term disability benefits, for leaves of one (1) or more entire Bid Period(s), a Flight Attendant's sick bank will be reduced on an hour-for-hour basis, by the average Credit earned by the Flight Attendant over the last 12 Bid Periods. If the Flight Attendant was awarded a bid before they went out on sick leave, the credit for that month's award will be applied.
8. Accrued sick leave does not guarantee leave approval.
9. A Flight Attendant will not be charged with an occurrence under the Company's Dependability Policy for taking a Leave of Absence.
10. Any sick or vacation time paid to a Flight Attendant during a Leave of absence does not count towards premium pay.
11. A Flight Attendant on a leave will retain her/his unused vacation and sick bank.
12. Unless otherwise stated in this Article, Flight Attendants will not maintain pass benefits while on a Leave of Absence.

### **B. RETURNING FROM LEAVE OF ABSENCE**

1. To be eligible to return to work and bid for a line of flying, the Flight Attendant must complete required training, if applicable. If a Flight Attendant requires only Recurrent Training, he/she may bid for the next Bid Period if Recurrent Training is scheduled and a physician's release has been submitted. If a Flight Attendant does not begin training within 45 days of her/his return from a leave due to the Company's inability to place her/him in training, beginning on the 46<sup>th</sup> day the Flight Attendant shall be paid an amount equal to 75 hours at her/his hourly rate. This amount shall be prorated per day based on a thirty (30) day month.
2. If a Flight Attendant has been de-qualified during a leave of absence, she/he will not be assigned a schedule until required training has been completed successfully.

3. A Flight Attendant returning from a Leave of Absence must coordinate her/his schedule with the Inflight Supervisor, and meet with Inflight Manager or Instructor to make certain the Flight Attendant's manual is current.
4. Upon returning to work from a Leave of Absence, a Flight Attendant at a Base that requires the Flight Attendant to directly purchase an airport parking permit must purchase the parking permit for the first month she/he is returning to work. A request must be submitted via email to Payroll for reimbursement of the parking permit purchased by the last Calendar Day of that month.
5. Flight Attendants who are ineligible to bid due to any medical reason must submit a physician's release prior to being considered eligible to bid.
6. Returning to Work in the Current Bid Period

When a Flight Attendant provides a physician's release that allows the Flight Attendant to return to work and the return to work date falls within the current Bid Period, the following provisions will apply.

- a. If the physician's release is provided to the Company no later than 1200 (Mountain Time) on the 11<sup>th</sup>, the Flight Attendant will be eligible to bid for the next Bid Period. For the current Bid Period, the Flight Attendant will be built a Reserve schedule by the Company.
- b. If the physician's release is provided to the Company after 1200 (Mountain Time) on the 11<sup>th</sup>, the Company will build a Reserve schedule for the Flight Attendant for both the current and next Bid Periods.

7. Returning to Work in the Next Bid Period

When a Flight Attendant provides a physician's release that allows the Flight Attendant to return to work and the return to work date falls within the next Bid Period, the following provisions will apply.

- a. If the physician's release is provided to the Company no later than 1200 (Mountain Time) on the 11<sup>th</sup>, the Flight Attendant will be eligible to bid for the next Bid Period. Pre-planned codes will be used for partial month returns with Artificial Credit of 2:30 hours per day to help establish the bid award Credit hours. Flight Attendants are not paid for such Artificial Credit.
- b. If the physician's release is provided to the Company after 1200 (Mountain Time) on the 11<sup>th</sup>, the Company will build a Reserve schedule for the Flight Attendant for the next Bid Period.
8. A Flight Attendant whose return requires compliance clearances will not be constructed a schedule until such time as the necessary clearances have been obtained.

#### **C. RETURNING FROM INTERMITTENT LEAVE OF ABSENCE**

A Flight Attendant who has missed a portion of a Trip or a complete Trip due to an intermittent leave (FMLA, MED, OJI, etc.) and has been released to perform the essential functions of the position with or without a reasonable accommodation will be returned to her/his original Trip, if available. If the Trip was picked up in Open Time, the Flight Attendant may pick up Open Time to replace the Trip credit. If there are no Trips that the Flight Attendant wants to pick up, the Flight Attendant can opt to be placed on AVA status for the time of the original pairing. All AVA rules apply if this option is chosen by the Flight Attendant. If AVA or no Trips are chosen by the Flight Attendant, then the original Trip Credit goes unpaid unless covered by sick time.

#### **D. COMPANY-OFFERED LEAVE**

1. Company-offered leaves of absence (COLA) may be offered when overstaffing occurs in order to reduce payroll. Only Flight Attendants on Active flight status (not on leave and currently eligible to bid) may apply. Leaves are granted in seniority order. Leaves are normally granted in 1-Bid Period increments.
2. A Flight Attendant on COLA will retain pass privileges on Frontier; travel on other airlines will be according to interline agreements.
3. Flight Attendants on COLA will retain and accrue Seniority and Longevity.
4. COLAs may be granted even if the Flight Attendant has scheduled vacation that Bid Period. The Flight Attendant may trade the vacation for an open slot. The Flight Attendant may keep the scheduled vacation period and be paid his/her vacation Credit at the Flight Attendant's hourly rate. A request must be submitted to the Company designated email address by the last Calendar Day of the month.

#### **E. FAMILY MEDICAL LEAVE**

1. Flight Attendants will receive Family Medical Leave under the Family Medical Leave Act, as amended ("FMLA" or "Act"), in accordance with the eligibility requirements of the Act.
2. All Flight Attendants, regardless of the size of Base, will be covered by FMLA.
3. Flight Attendants will retain and accrue Seniority and Longevity and treated as an Active Flight Attendant while on FMLA leave. Pass benefits will continue while the Flight Attendant is on FMLA leave.
4. Flight Attendants who exhaust FMLA leave may apply for a Medical Leave, prior to the expiration of their FMLA leave, under the terms of paragraph G below.

#### **F. PREGNANCY & MATERNITY LEAVE**

1. Flight Attendants are required to advise the Company no later than the beginning of the fourth month of pregnancy. The Flight Attendant must present a release from her physician to the Company acknowledging her ability to perform Flight Attendant duties. The Flight Attendant shall be permitted to continue in service until a physician certifies she is unable to fulfill her duties. If she is not fit or able to perform the necessary Flight Attendant duties as certified by a physician, she will be placed on a Pregnancy Leave. Any leave provided for by law shall run concurrently with the Pregnancy Leave.

After a Flight Attendant gives birth to a child, she may take up to six (6) months of unpaid leave, which shall run concurrently with any FMLA leave for which she may be eligible.

After the adoption of a child, a Flight Attendant may take up to six (6) months of unpaid leave, which shall run concurrently with any FMLA leave for which she/he may be eligible.

5. If qualification status will expire while on leave, the Flight Attendant should attempt to attend Recurrent Training before going on Maternity Leave. If the Flight Attendant does not attend Recurrent Training prior to the Maternity Leave, she will be placed into the next available class after she returns from Maternity Leave, subject to meeting the returning from Leave requirements in Section B.
6. The Flight Attendant will retain and accrue Seniority and Longevity during a Pregnancy/Maternity Leave.
7. A Flight Attendant on a Pregnancy Leave/Maternity Leave will retain Frontier pass benefits including buddy passes.

## **G. MEDICAL LEAVE**

1. Upon written request to a Company designated representative accompanied by satisfactory medical evidence of her/his serious medical condition, a Flight Attendant who is not on probation and is unable to perform the duties of his/her position on account of illness or injury and who does not qualify for FMLA or who has exhausted FMLA, will be granted a medical leave of absence not to exceed a continuous period of 36 months and will accrue Seniority and Longevity. A medical leave of absence will be unpaid unless the Flight Attendant has a sick or vacation leave balance. If a Flight Attendant has a sick leave balance, he/she will be required to exhaust his/her sick leave balance and may elect to use all or a portion of his/her vacation leave balance. A medical leave of absence under this paragraph shall run concurrently with FMLA.
2. A Flight Attendant must have completed 90 days of employment with the Company to qualify for Medical Leave.
3. Medical Leaves will be approved for the duration on the physician's note. No more than once every six (6) months, the Company may require a physician's recertification to substantiate the need for the Medical Leave.
4. A Flight Attendant requiring a leave beyond 36 consecutive months will be separated from the Company with the ability to re-apply. The Seniority, but not Longevity, of the Flight Attendant who is successfully re-hired as a Flight Attendant by Frontier, and completes training, shall be reinstated.
5. Any Medical Leave of Absence request must have a supporting physician's statement attached. This must include the date the Flight Attendant became unable to work and the expected date of return, if known.
6. If an extension of an existing Medical Leave is needed, the Flight Attendant must certify the need for the extension of the Medical Leave prior to the expiration (end date) of the current Medical Leave.
7. Unless an emergency exists and the Flight Attendant has exhausted her/his sick leave, requests for unpaid Medical Leave along with proper medical certification must be submitted at least two (2) weeks prior to the requested leave date.
8. Pass Benefits for Flight Attendants on Medical Leave and their Eligible family members or Companions will be retained for 60 days from the date the Medical Leave commences. Thereafter, Frontier pass benefits including buddy passes, will be approved on a case by case basis by the Director of Inflight or their designee, and will not be unreasonably denied. A Flight Attendant on Medical Leave may not occupy the jumpseat aboard any Frontier aircraft.

## **H. ON-THE-JOB ILLNESS/INJURY (OJI)**

1. A Flight Attendant may file an occupational injury claim within the timelines set forth by Company policy if she/he believes she/he has suffered an injury or illness on the job. The applicable state law will govern whether an individual claim is compensable.
2. Sick leave may be used to cover any days prior to the start of the OJI coverage, in accordance with applicable state law.
3. Pass Benefits for Flight Attendants receiving Workers Compensation Benefits and their Eligible family members or Companions will be retained for 60 days from the date of the injury. Thereafter, Frontier pass benefits including buddy passes, will be approved on a case by case basis by the Director of Inflight or their designee, and will not be unreasonably denied. A Flight Attendant on OJI may not occupy the jumpseat aboard any Frontier aircraft.

4. In order to bid following an OJI, the Flight Attendant must provide a physician's note to the designated email address of the Company's LOA Department by the 11<sup>th</sup> Calendar Day of the month at 1200 Mountain Time, releasing her/him back to work no later than the 15<sup>th</sup> day of the Bid Period she/he will return to duty.
5. A Flight Attendant with a vacation period while she/he is unable to work as a Flight Attendant due to an OJI shall have the option to be paid for the entire vacation or re-bid the entire vacation from open vacation periods.

## **I. PERSONAL LEAVE**

1. A Personal Leave of Absence may be granted in limited circumstances based upon staffing and operational needs. A Flight Attendant who has not completed 90 Active days of service is not eligible to apply for a personal leave.
2. Personal Leave requests must be made via email to Inflight Management.
3. Personal Leaves may be granted if the Flight Attendant has scheduled vacation that month. The Flight Attendant may trade the vacation for an open slot. The Flight Attendant may keep the scheduled vacation period and be paid accordingly. A request must be submitted via email to the Payroll Department by the last Calendar Day of the month.
4. A Personal Leave will be granted for a period from 1 to 30 days and must be approved by Inflight Management. Prior to the expiration of the original leave, Inflight management must approve any extension beyond 30 days. Personal Leave is always without pay.
5. A Flight Attendant on a Personal Leave will retain and accrue Seniority and Longevity.
6. Sick leave and vacation will not accrue during a personal leave.

## **J. FUNERAL LEAVE**

1. Paid Funeral Leave will be granted for up to four (4) working days to attend the funeral services of an immediate family member. Additional time off without pay may be granted at the discretion of the Company. For purposes of this section, "immediate family member" is defined as the Flight Attendant's: parents, stepparents, stepchildren, stepsiblings, spouse, children, siblings, parents-in-law, brother/sister-in-law, daughter/son-in-law, grandparents, grandchildren, and domestic partner.
2. Flight Attendants will be pay protected for the hours they would have flown during that time period. Pay will be at the regular rate of pay and will not be used in the calculation of overtime.
3. An Unpaid Funeral Leave of up to three (3) days may be requested for attending the funeral of another family member, neighbor, or friend but must be approved by Inflight Management. Unpaid Funeral Leave is unpaid leave or available vacation may be used. A request to use the vacation Credit must be submitted via email to payroll by the last Calendar Day of the month. Documentation may be requested by Inflight Management.

## **K. EMERGENCY LEAVE (EMR)**

1. A Flight Attendant will be authorized Emergency Leave ("EMR") for an unavoidable, serious circumstance with the approval of Inflight Management. An Emergency Leave may be granted for up to five (5) days. A Flight Attendant seeking EMR must contact Inflight Management and present verifying documentation.
2. The Flight Attendant will be removed from her/his Trip without pay. The Flight Attendant has the option of using vacation Credit that has not been awarded in a monthly bid in lieu of no pay; however, the request must be submitted via email to the Payroll Department by the last Calendar Day of the month.

3. Off-the-job injury is a sick call, not an emergency leave. The Flight Attendant should make arrangements to take care of personal appointments on her/his Day Off. Child care issues, car maintenance, etc., are not excused absences. Personal court appearances and subpoenas do not qualify for emergency leave.
4. More than two (2) emergency leave requests in a 12-month period may be considered excessive.

#### **L. JURY DUTY LEAVE**

1. The Flight Attendant is required to submit the jury summons to Inflight Management prior to the assigned date. Inflight Management will coordinate the removal from any assigned Trips with Crew Scheduling.
2. Pay will be at the regular rate of pay for flight assignments missed and will not be used in the calculation of overtime.

#### **M. MILITARY LEAVE**

1. Flight Attendants will be granted unpaid military leaves of absence, subject to Federal Law.
2. A Flight Attendant on a Military Leave will retain and accrue Longevity and Seniority.
3. A Flight Attendant on Military Leave will maintain pass benefits on Frontier Airlines. Travel on other airlines will be according to interline agreements.

#### **N. UNION LEAVE**

A Flight Attendant who is elected to or accepts a full-time position with the Union will retain and accrue Seniority and Longevity while working for the Union. She/he will retain Frontier pass benefits including buddy passes.

#### **O. DOMESTIC ABUSE LEAVE**

A Flight Attendant who is a victim of domestic abuse, stalking or sexual assault is eligible for three (3) unpaid working days during a rolling 12-month period. A Flight Attendant may use the leave to seek a civil protection order, obtain medical or mental health counseling for her/himself or her/his children, secure her/his home or seek legal assistance. Appropriate advance notice must be provided except in cases of imminent danger.

## **ARTICLE 13 VACANCIES**

### **A. STANDING BIDS**

1. A standing bid is a request to change Bases that will remain in effect until the Flight Attendant makes a change to the bid or is awarded the Base change.
2. Flight Attendants must submit a standing bid to indicate the order of preference for Base vacancies. The Company may require Flight Attendants to submit new or updated standing bids at least 30 days prior to any circumstances that may cause the existing bid file to become outdated (Base closures, Base openings or other substantial operational changes, etc.). The Company will attempt to give at least 30 days' notice to afford Flight Attendants the opportunity to change their standing bids.
3. The standing bid file will be maintained by the Company. Standing bids will be available for inspection by any Flight Attendant during office hours.
4. A Flight Attendant may change his/her standing bid at any time by submitting a new standing bid to the Company. A Flight Attendant must submit his/her standing bid through the Automated Bid System, if available, or otherwise via e-mail to Inflight.

### **B. NOTICE OF VACANCY**

1. The Company will determine when a Vacancy exists and will post the notice of when a Vacancy will occur. Any Vacancies, as well as projected Vacancies, will be posted by the Company on the 8<sup>th</sup> of the month.
2. Bidding will close at 1200 MT on the 15<sup>th</sup> of the month.
3. The notice shall include the projected effective date of the Vacancy. The projected effective date shall be no less than 45 and not more than 60 days after the close of the Vacancy award unless otherwise agreed between the Company and the Union.

### **C. AWARDING AND ASSIGNMENT OF VACANCIES**

1. Awards will be posted no later than 1200 MT on the 20<sup>th</sup> of the month.
2. Bids for Vacancies will be awarded in order of Seniority using standing bids on file as of the date bidding is closed.
3. All Flight Attendants awarded a Base transfer to fill a Vacancy must remain in the new Base for at least one (1) Bid Period.
4. The Company will determine the effective date of an award, which may be changed provided adequate notice is given and the change is not made for arbitrary reasons. The Company may cancel an award at any time before its effective date.
5. A Flight Attendant awarded a Vacancy will fill the Vacancy within 60 days after the effective date of the award.

Example: There are 3 openings in the MCO Base for July. Frontier will post a Notice of Vacancy on May 8th. Flight Attendant Donna has a standing bid requesting an MCO Base. Bids will close on May 15<sup>th</sup>. On May 20th, the bids are awarded and she is senior enough to be granted her Base transfer. In the July bid, Donna will be bidding in the MCO Base.

Example: There are 15 openings at the MCO Base for July. Frontier will post a Notice of Vacancy on May 8th

that will close on May 15th. Flight Attendant Donna has a standing bid for the MCO Base. On May 20th, the bids are awarded and 15 people senior to Donna requested the MCO Base and were awarded it. Donna's request to transfer to MCO will be denied as there are no more vacancies. Donna will remain in the DEN Base. Donna's standing bid will remain in effect until she changes it.

Example: There are ten (10) openings at the MCO Base for July. Frontier will post a Notice of Vacancy on May 8th that will close on May 15th. Flight Attendant Donna has a standing bid for the MCO Base. However, Donna decides she no longer wants to go to MCO and must change her standing bid. She has until May 15th at 1159 Mountain Time to change her standing bid. If she does not change her standing bid and is awarded MCO, she must transfer to the MCO Base.

#### **D. BASE SWAPS**

1. The Company will conduct four (4) Base Swap bids per year. A Base Swap bid will open at 1200 Mountain Time on the 21<sup>st</sup> of January, April, July and October of each year. Each Base Swap bid will close at 1200 Mountain Time on the 27<sup>th</sup> of the same month. The Base Swap will be completed and posted no later than twenty-four (24) hours after the bid closes.
2. A Flight Attendant wishing to swap into another Base must submit a request electronically, if available, or via email to Crew Planning prior to the close of the Base Swap bid. If email is used for Base Swap bidding purposes, a special email address will be used for Base Swap bids and will automatically send a reply to acknowledge a Flight Attendant's Base Swap bid.
3. Once awarded a Base Swap, the awarded Flight Attendant will transfer to the new Base on the effective date and will remain in that Base until such time that the Flight Attendant is awarded a new Base through a subsequent Base Swap, Vacancy award or displacement.
4. Base Swaps will be awarded in System Seniority order among those who have submitted Base Swap bids. In order to be awarded a Base Swap, there must be a Flight Attendant bidding for the opposite swap.

Example: Flight Attendant Andrea bids to swap from DEN to MCO. Flight Attendant Bob bids to swap from MCO to DEN. There are no Flight Attendants senior to Andrea in DEN who are bidding to swap to MCO and there are no Flight Attendants senior to Bob in MCO that are bidding to swap to DEN. Andrea and Bob will be awarded a Base swap.

Example: Flight Attendant Andrea bids to swap from DEN to MCO. No other Flight Attendants bid to swap from DEN to MCO. Flight Attendant Bob bids to swap from MCO to DEN. Flight Attendant Christie also bids to swap from MCO to DEN. Flight Attendant Christie is senior to Flight Attendant Bob. Flight Attendants Andrea and Christie will be awarded a Base swap. Flight Attendant Bob will not be awarded a Base swap and will remain in MCO.

**E. NEW BASE OPENINGS**

1. The Company will determine locations that will be designated as Flight Attendant Bases and the date upon which the Base will open. All Base opening will occur on the first day of a bid period.
2. All new Base openings will be announced such that Flight Attendants will be given an opportunity to bid for and be awarded vacancies in the new Base in accordance with this Article 13.
3. Vacancies in a new Base that remain unfulfilled after the vacancy award may be assigned to new hire Flight Attendants.
4. No lines will be constructed in the new Base for any Bid Period prior to the Base opening.
5. A new hire Flight Attendant who is assigned to the new Base who completes training prior to the date of the Base opening may be assigned to a Reserve schedule in that location.
6. Any new hire Flight Attendant assigned a Reserve schedule in a location before the date of the Base opening will be considered on a temporary duty assignment (TDY) in that location until the date of the Base opening. During this TDY assignment, the Flight Attendant will receive per diem and Company provided lodging.

## **ARTICLE 14** **FURLOUGH AND DISPLACEMENT**

### **A. FURLOUGH AND DISPLACEMENT**

1. In the event a furlough or displacement becomes necessary, Flight Attendants will be furloughed or displaced in inverse seniority order.
2. A Flight Attendant who is furloughed and subsequently recalled will retain, but not accrue, Longevity during a furlough, unless recalled within a period of less than 30 Calendar Days from the date of the furlough.
3. Should an impacted Flight Attendant call out sick during the 14-Calendar Day period prior to the furlough start date, the Flight Attendant must provide a doctor's note in order to receive sick pay. Failure to provide documentation will result in a forfeiture of all recall rights.
4. In the event there is a planned reduction in force, the Company must offer COLA prior to involuntary furloughs.
5. The Company will, no less than 14 days prior to a reduction in force at Base, send certified/return receipt letters to all affected Flight Attendants at that Base, as well as post the reason for the reduction via Company communication to all Flight Attendants.
6. Reduction at Domicile without a Reduction in Force
  - a. The Flight Attendants at a Base which is being reduced will be offered the following options, in seniority order, if the total number of Flight Attendants in the system is not being reduced:
    - i. Transfer to a Vacancy at another Base;
    - ii. Displace a junior Flight Attendant at another Base;
    - iii. Accept furlough.
  - b. Reduction at Domicile with a Reduction in Force

The Flight Attendants at a Base which is being reduced will be offered the following options, in seniority order, if the total number of Flight Attendants in the system is being reduced:

    - i. Transfer to a Vacancy at another Base;
    - ii. Displace a junior Flight Attendant at another Base
7. In no event may a Flight Attendant accept and remain on furlough with recall rights if doing so would cause the Company to hire a new Flight Attendant.
8. Once these procedures above have been completed, all surplus Flight Attendants will be furloughed and will be eligible for recall Based on the Furlough recall procedures. A leave of absence will not prevent a Flight Attendant from being furloughed.
9. A Flight Attendant who is displaced from her/his Domicile or who voluntarily transfers out of a Domicile in lieu of a Flight Attendant who would have been displaced will be eligible for moving expenses in accordance with Article 15.

10. A Flight Attendant on an authorized leave of absence at the time of a displacement at her/his Base will, upon return to Active service, exercise her/his rights pursuant to paragraphs 6.a. or b. above.
11. A Flight Attendant on Low-time who is displaced or voluntarily transfers will remain on Low-time for the remainder of the existing Low-time award.

#### **B. FURLOUGH PAY AND BENEFITS**

1. A Flight Attendant who is furloughed will be paid for any accrued unused vacation in a lump sum included with their final regular paycheck.
2. A furloughed Flight Attendant may continue his/her medical and other eligible group insurance for a period as specified under Consolidated Omnibus Budget Reconciliation Act ("COBRA").

#### **C. TRANSFER TO OTHER DEPARTMENT PRIOR TO FURLOUGH**

1. If a Flight Attendant has transferred to another department within the Company, and retains a position on the seniority list, and subsequently receives a furlough notice from the Inflight Department, she/he will retain rights to a Flight Attendant position as provided for in Article 10 Seniority of this Agreement.
2. If a furloughed Flight Attendant is terminated from another department, she/he will lose her/his recall rights to the Flight Attendant position. However, a Flight Attendant who resigns from another department will be on furlough status and will retain recall rights as provided herein.
3. A Flight Attendant may decline voluntary recall to a Vacancy one (1) time during her/his furlough as long as the decline does not cause the Company to hire a Flight Attendant. Such Flight Attendant will thereafter be recalled only after the remaining Flight Attendants on the recall list have been contacted.
4. If the Flight Attendant declines recall to Inflight a second time, the Flight Attendant will forfeit all rights under this rule and will be removed from the Flight Attendant Seniority List.
5. If a Flight Attendant accepts recall, the timeline for returning to Active status in the Inflight Department will be coordinated with the Company.

#### **D. RECALL**

1. All Flight Attendants furloughed by the Company will provide current contact information to the Company at the time of furlough. Any change in contact information must be supplied to the Company promptly. A Flight Attendant who cannot be contacted due to failure to maintain updated contact information with the Company will forfeit all Seniority and recall rights.
2. Recall from furlough will be in Seniority order. A Flight Attendant will be notified by the Company of his/her recall with the Company via expedited mail, return receipt requested, e-mail, or Positive Contact (in person or by telephone). After delivery of such notice to the last address or telephone number on file with the Company, the Flight Attendant must notify the Company in writing of his/her intent to return to work or bypass recall within ten (10) Calendar Days.
3. A Flight Attendant may decline voluntary recall to the vacancy one time during his/her furlough. A Flight Attendant who fails to respond within ten (10) days will be deemed to have declined the recall and will remain on the recall list. Such Flight Attendant will thereafter be recalled only after the remaining Flight Attendants on the recall list have been contacted.

4. The Company will provide a furloughed Flight Attendant no fewer than fifteen (15) Calendar Days to report for duty at the Base specified by the Company following his/her acceptance of recall. The Company may extend this time period.
5. A furloughed Flight Attendant will retain Seniority and recall rights for a period of five (5) years. The recall period for any Flight Attendant may be extended two (2) additional years by mutual agreement of the Union and the Company.

## **ARTICLE 15** **MOVING EXPENSES**

### **A. ELIGIBILITY**

The Company will pay moving expenses only when a Flight Attendant is involuntarily displaced to another Base for any reason.

### **B. MOVING BENEFITS**

1. An eligible Flight Attendant will be entitled to:
  - a. Actual moving expenses for a professional mover, including packing materials, shipping and insurance, of household goods and effects up to a total weight of 10,000 lbs. Packing, unpacking, extra insurance and storage are not covered. The mover must be approved by the Company.
  - b. The Company will reimburse a Flight Attendant at the current Company mileage rate or \$.36 per mile, whichever is greater, for up to two (2) of the Flight Attendant's registered vehicles driven to the new Base, using the most direct mileage between Bases. One car may be moved prior to moving to the new primary residence, and the other (or both) car(s) would be moved in conjunction with the actual move.
  - c. The Company will reimburse a Flight Attendant for meals and lodging for the Flight Attendant and his/her immediate family, up to five (5) days, for the time required to travel to the Base. A Flight Attendant will be removed from, and pay protected for, the Trips that conflict with the time allowed for travel. A day of travel will be considered a minimum of 350 miles by the most direct AAA mileage. The daily allowance for meals will be \$25.00 per day for the Flight Attendant, and \$15.00 per day for each dependent traveling with the Flight Attendant.
  - d. The Company will pay up to \$200.00 for termination and/or activation fees of gas and electric utilities, telephone and cable television (excluding deposits) resulting from a move to a new Base.
  - e. If a lease is broken as a result of moving to a new Base and a penalty is incurred, the Company will pay the penalty, not to exceed two (2) month's rent.
  - f. If immediate occupancy of the new residence is impracticable because of time constraints imposed by the Company, the Company will pay meal and lodging expenses for up to seven (7) days. The Flight Attendant will make every effort to minimize this expense. If the Company reimburses the Flight Attendant for these expenses, the Company will have no obligation to make any additional payment.
2. The Company's liability for moving expenses will not exceed \$7,000. Payment for the cost of moving household goods will be paid directly from the Company to the moving vendor.

### **C. MOVING DAYS**

A Flight Attendant who is moving his/her primary residence will be entitled to four (4) consecutive days off (inclusive of scheduled days off) for a move of 700 miles or less, plus one additional Day Off for each 350 additional miles. These days off are to be taken in conjunction with the actual move. The Flight Attendant will be paid for the value of any Trip(s) missed. Moving days may not be requested during the weeks of Thanksgiving, Christmas, and New Year's. The Flight Attendant will coordinate scheduling days off for moving with Inflight management.

#### **D. GENERAL**

1. If a Flight Attendant elects not to move, the Company will pay the Flight Attendant \$250.00, which need not be verified by receipts.
2. When the Company is required to pay moving expenses, the Company and the Flight Attendant may agree to an amount to be paid to the Flight Attendant in lieu of the expenses.
3. When the Company is required to pay moving expenses, the move must be coordinated with the Company. Receipts verifying moving expenses should be submitted within 30 days after incurring the expenses. The Company will not be liable for any damages incurred during moving.
4. The Company will not be responsible for paying any expenses after one (1) year from the actual effective date of the Flight Attendant's assignment to the new Base.
5. If a Flight Attendant elects to move him/herself, the rental truck and/or trailer, packing materials, insurance, fuel, and \$200.00 to offset other costs not included in this paragraph, will be paid to the Flight Attendant.
6. An eligible Flight Attendant may elect to move from a location other than the Base from which the Flight Attendant is being transferred. However, the Company's financial responsibility will not exceed the cost of moving the Flight Attendant from the former Base to her/his new Base.

## **ARTICLE 16** **UNION ACTIVITIES**

### **A. GENERAL**

1. The Company agrees to provide space at each Flight Attendant Base for the placement of a glass-enclosed secured bulletin board. Such bulletin board will be purchased by the Union for future Bases and installed by the Company. The bulletin board may be no larger than the predominant size bulletin board used by the Company for its other bulletin boards. The Union may post notices signed by authorized Union officials and related to Union business on such bulletin boards. No notice posted on such board will contain derogatory or inflammatory material.
2. The Union will print the Agreement and any future side letters. The Company and the Union will each pay half of the cost of printing and distributing copies of this Agreement to the Flight Attendants. Any subsequent side letters will be printed and posted electronically.
3. All Flight Attendants will be given a copy of this Agreement during initial training.
4. The Company will provide the Union with the names (in order of Seniority), mailing addresses, telephone numbers, and Domiciles of Flight Attendants after the initial assignment to a Domicile.
5. Upon request, but no more frequently than every three (3) months, the Company will provide to the AFA International Office a Seniority list that includes name, employee number, telephone number, address and Domicile. The list will also identify Flight Attendants who have been terminated or experienced changes to their status lasting longer than thirty (30) days, such as furloughs, leaves of absence, and transfers to non-flying or supervisory duties.
6. Union representatives will be permitted to address Flight Attendant trainees during a training day. The Company and the Union will mutually agree upon the date and time for such a meeting. The time permitted will not be less than one (1) hour or more than two (2) hours.
7. The Union will advise the Company in writing of the names of its designated representatives and such designation will remain effective until revoked by written notice.
8. When necessary to ensure representation at Company and Union meetings, the Company will provide positive space travel, subject to the approval of the Director of Inflight, or her/his designee. MEC and LEC officers and committee members will receive a reasonable number of positive space travel passes for Union Business, with the approval of Director of Inflight, or her/his designee.

### **B. UNION BUSINESS LEAVE**

1. Subject to staffing and operational requirements, the Company will release Flight Attendants in accordance with this Article for the purpose of conducting official Union business.
2. Requests for release from duty for Union Business must be submitted via email to an email address specified by the Company at least seven (7) days before the requested day(s) off. The Company may waive the 7-day requirement. Whenever possible, requests shall be made at least two (2) business days prior to the publication of the bid packet for the Bid Period within which the requested release is to occur.
3. All requests must come from the MEC President, or authorized designee, and must include the names and employee numbers for whom the Release is requested, the date and time of the release and the date and time of the return to duty.

4. Flight Pay Loss for Union Business Leave:

- a. The Union will reimburse the Company, within forty-five (45) days after receipt of a statement from the Company, for the amount of the flight pay loss paid to the Flight Attendant, plus an override of 23% to cover the cost of fringe benefits, FICA, etc. The Company will forward such statements to the Union on a monthly basis. The Company will not invoice AFA for the first twenty-one hundred (2,100) hours per year, of which six hundred (600) will be reserved for Scheduling Committee activities. Should any other work group receive Company paid Flight Pay Loss in excess of 2,100 hours per year, the same shall apply to AFA.
- b. For the purposes of 1 in 7, Union Business days will not be considered as days of work after the bid award.

5. Time credited for Union Business will be uniquely coded.

6. Time spent on Union Business will not count towards the calculation of premium pay/overtime.

7. The following table will be used to determine if a Union Business day will count as a work day for contractual purposes. Additionally, this table will be used to determine the Credit value of the Union Business day.

	Day of Work	Credit	Above Guarantee
<b>Reserve</b>			
Pre-Bid	Yes	5.0	No
Post-Bid RSV Day	No	4.0	No
Post Bid Day Off	No	5.0	Yes
<b>Lineholder</b>			
Pre-Bid	Yes	5.0	N/A
Post Bid Work Day	No	Trip	N/A
Post Bid Day Off	No	5.0	N/A

8. The Union will supply the Company with a list of standing committees. The Company will endeavor to meet with these committee members as reasonably requested.

9. Flight Attendants may wear a current official Union insignia pin on their uniforms, provided it is no larger than one (1) inch in diameter.

**ARTICLE 17**  
**UNION SECURITY AND DUES CHECK-OFF**

**A. AGENCY SHOP**

Each Flight Attendant covered by this Agreement who fails to voluntarily acquire or maintain membership in the Union will be required as a condition of continued employment to pay the Union each month a service charge as a contribution for the administration of the Agreement and representation of such Flight Attendant in accordance with the Union's Constitution and By-Laws. The service charge will be an amount equal to the Union's regular or usual monthly dues, initiation fee or periodic assessments, all levied in accordance with the Railway Labor Act and Union's Constitution and By-laws, which would be required of the Flight Attendant if a member.

**B. DELINQUENT DUES**

1. If a Flight Attendant of the Company covered by this Agreement becomes more than 30 days delinquent in the payment of service charges, initiation fees, assessments and/or membership dues, the Union will notify such Flight Attendant by certified mail, return receipt requested, copy to Director of Inflight and the MEC President that she/he is delinquent in the payment of such service charge, initiation fee, assessments and/or membership dues as specified herein and subject to discharge as an Flight Attendant, and must remit the required payment within 15 days or be discharged. The notice of delinquency required under this paragraph will be deemed to be received by the Flight Attendant, whether or not it is personally received when mailed by the International Secretary-Treasurer of the Union by certified mail, return receipt requested, postage prepaid to the Flight Attendant's last known address, or to any other address which has been designated by the Flight Attendant. It will be the duty of every Flight Attendant covered by this Agreement to notify the Union's Membership Department of every change in home address, or of an address where the notice required by this paragraph can be sent and received by the Flight Attendant if the Flight Attendant's home address is at any time unacceptable for this purpose.
2. If, upon the expiration of the 15-day period, the Flight Attendant still remains delinquent, the Union will certify in writing to the Director of Inflight with a copy to the Flight Attendant that the Flight Attendant has failed to remit payment within the grace period allowed and is, therefore to be discharged. The Director of Inflight will thereupon take proper steps to discharge such Flight Attendant from the service of the Company. The effective date of termination will be 15 days from the date of the Company's written notice of termination. The Union will also be so advised. Such discharge will be for "failure to comply with the terms and conditions of Article 17 of the Collective Bargaining Agreement" which is stipulated to be for just cause.

**C. REVIEW PROCEDURE**

1. A grievance by a Flight Attendant who is to be discharged as a result of an interpretation or application of the provisions of this Section will be subject to the following procedures.
  - a. A Flight Attendant who believes that the provisions of this section have not been properly interpreted or applied as it pertains to her/him, may submit a request for a review in writing within five (5) business days from the date of notification by the Director of Inflight as provided in paragraph B.2. above (not from the effective date of the termination). The request must be submitted to the Director of Inflight who will review the grievance and render a decision in writing not later than five (5) business days following receipt of the grievance.
  - b. If a request in writing is not submitted within five (5) business days from the date of notification by the Director of Inflight as provided in paragraph B.2. above, the Flight Attendant will be deemed to have waived the right of appeal and will, therefore be terminated as soon as possible.
  - c. The Director of Inflight or his/her designee will forward a decision to the Flight Attendant with a copy to the International Secretary-Treasurer of the Union. Said decision will be final and binding on all

interested parties, unless appealed as hereinafter provided. If the decision is not satisfactory to either the Flight Attendant or the Union, then either may appeal the grievance within 10 business days from the date of the receipt of such decision directly to the System Board of Adjustment as established in Article 18 of this Agreement. All such grievances will be processed by the System Board of Adjustment in accordance with the provisions of Article 19 provided, however, that the members of the System Board appointed by the Union and the Company in accordance with the provisions of Article 19 will not participate in the hearings, deliberations, or decisions of the Board. Such grievances will be presented solely to a neutral referee selected in accordance with Article 19, who will hear and determine such grievance. Such grievances will be heard by the System Board within 21 days of the receipt of the decision by the Director of Inflight. The parties to the System Board proceeding will be the Grievant, the Union and the Company.

- d. The decision of the neutral referee will be requested within 30 days after the hearing of the appeal, unless otherwise agreed by the Flight Attendant, the Union and the Company, and will be final and binding on all parties to the dispute. The fees, charges and other reasonable expenses of such neutral will be borne equally by the Grievant and the Union.
2. During the period a grievance is being handled under the provisions of this Article and until the final award by the System Board of Adjustment, the Flight Attendant will not be discharged from the Company nor lose any Seniority rights because of non-compliance with the terms and provisions of this Article.
  - a. A Flight Attendant discharged by the Company under the provisions of this paragraph will be deemed to have been discharged for cause within the meaning of the terms and provisions of this Agreement.
  - b. The Union agrees that it will indemnify and hold the Company harmless against all forms of liability that will arise out of or by reason of action taken by the Company, which action was requested by the Union under the provisions of this Article or arising out of the Company's compliance with this Article.

#### **D. DUES CHECK-OFF**

1. The Company will deduct from the pay of each Flight Attendant covered by this Agreement an amount equal to the standard monthly membership dues, service charges, initiation fees and assessments, uniformly levied in accordance with the Railway Labor Act, as amended, and the Constitution and By-laws of the Union, provided such Flight Attendant Union executes the following agreed upon form known as a "Check-Off Form."
2. For Flight Attendants who have executed a Check-Off Form, deductions will be made in the following manner:
  - a. One-half of the deduction for dues or service charge will be made in the first paycheck of the month, and one-half of the deduction will be made in the second paycheck of the month.
  - b. Initiation fees will be split into equal payments each paycheck over the period of six (6) months.

## ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF UNION DUES

**TO: FRONTIER AIRLINES, INC.**

I, \_\_\_\_\_, hereby authorize and direct FRONTIER AIRLINES to deduct from my pay dues, in an amount equal to such monthly dues, service charges, initiation fees, and/or assessments, as now or may hereinafter be established in accordance with the Constitution and By-laws of the Union, for remittance to the Association of Flight Attendants-CWA.

I agree this authorization will be irrevocable for one (1) year from the date hereof or until termination of the Check-Off agreement between Frontier Airlines and the Association of Flight Attendants-CWA, whichever occurs sooner.

If the Check-Off agreement is terminated this authorization will be automatically terminated. In the absence of a termination of the Check-Off agreement, this authorization may be revoked effective as of any anniversary date of the signing hereof by written notice given by me to Frontier and the Association of Flight Attendants-CWA by certified mail, return receipt requested, during the ten (10) days immediately preceding such anniversary.

**Signature of Flight Attendant** \_\_\_\_\_

**Company Seniority Date** \_\_\_\_\_

**Inflight Seniority Date** \_\_\_\_\_

**Base** \_\_\_\_\_

**Date of First Deduction** \_\_\_\_\_

3. During Flight Attendant's initial training, the Company will make known the dues Check-Off provisions of this Agreement. Those desiring to participate in the payroll deduction plan for the remittance of dues will at the time complete a copy of the above Check-Off form.
  - a. A copy of the completed form will be forwarded to the Union's headquarters office and to the Company's Payroll Department. In accordance with the Union's Constitution and By-laws, the Payroll Department will begin the appropriate deduction.
  - b. The Company will also make available to the Union the names and Base assignments of those Flight Attendants from each graduating class who have elected not to participate in the Check-Off arrangement.
4. All other Check-Off forms will be submitted from the Union's headquarters office to the Company's Payroll Manager. A properly executed Check-Off form, filed before the 15<sup>th</sup> of any month, will become effective the 1<sup>st</sup> of the month following its receipt by the Company's payroll personnel. Illegible or improperly executed forms will be returned to the MEC President.
5. Any notice of revocation as set forth in the Check-Off must be in writing, signed by the Flight Attendant, and delivered by certified mail, return receipt requested, addressed to the Company's Payroll Manager with a copy to the MEC President as soon as it is processed through the Company's payroll procedures. Check-Off forms and notices so received by the Company will be stamp-dated on the date received and will constitute notice to the Company on the date received, not mailed.
6. With 30 days' notice from the Union, the Company will deduct from Flight Attendant's earnings any assessments levied by the Union.
7. The Company will prepare a monthly report that provides to the Union a status list of all Flight Attendants, which includes the following information; Domicile, leave of absence, newly hired with probation end date, furloughed or recalled and Flight Attendants who have terminated employment. This list will be provided to the AFA International Office, MEC President and will be transmitted in electronic format on the first business day of each month.

## **E. DUES DEDUCTION**

1. Deductions of total membership dues, service charges and assessments will be split at the time of the issuance of the first and second paychecks issued each month provided there is a sufficient balance due the Flight Attendant at those times after all other deductions authorized by the Flight Attendant or required by law have been satisfied. Within fifteen (15) days after each payday, the Company will remit to the Union via Electronic Money Transfer all dues, service charges and assessments collected on each payday pursuant to the outstanding and unrevoked Check-Off forms. The Company will promptly send to the Union via electronic medium a separate list of names, Bases, pay periods and total amounts deducted for those Flight Attendants for whom such deductions have been made.
2. No dues, service charges or assessments will be deducted from the wages of any Flight Attendant who has executed a Check-Off Form and who has transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay. Upon such Flight Attendant's return to work within a classification covered by this Agreement, whether by transfer, return from a leave without pay, or a recall from furlough, payroll deductions of dues will automatically be resumed, unless the Flight Attendant has revoked his/her Check-Off Form in accordance with the appropriate provisions of this Article and the Railway Labor Act, as amended.
3. In the event of a strike or work stoppage by the Union, the Company's obligation under this Article will be suspended and be of no force or effect for the duration of such strike or work stoppage.

## **ARTICLE 18** **GRIEVANCE PROCEDURE**

### **A. GENERAL**

Unless otherwise provided in this Agreement, a Flight Attendant, or the Union on behalf of a Flight Attendant, may file a grievance concerning any dispute:

1. Arising out of the interpretation or application of any of the provisions of this Agreement; or
2. To dispute discipline or discharge that the Flight Attendant believes was imposed without just cause.

### **B. INVESTIGATIONS – DISCIPLINE AND DISCHARGE**

1. Investigatory Meetings
  - a. A Flight Attendant will not be disciplined or discharged without just cause and without previously being afforded a meeting before the Director of Inflight or her/his designee, provided that the Flight Attendant has made her/himself available for the meeting.
  - b. The Flight Attendant will be notified of the time and place of the meeting and the nature of the matter to be discussed. When a Flight Attendant is required to attend an investigatory meeting, the Flight Attendant will be permitted to have Union representation if a representative is reasonably available on the date and time of the scheduled investigatory meeting.
  - c. If a Union representative is not reasonably available or if the Flight Attendant declines Union representation, the Flight Attendant may request the presence of another available Frontier Flight Attendant during the investigatory meeting. The Company may deny the presence of a particular Flight Attendant(s) pursuant to this paragraph if that Flight Attendant is involved in any manner in the incident under investigation. Upon agreement of the parties, the Flight Attendant may be permitted to attend an investigatory meeting via telephone conference.
2. Nothing herein will prevent the Company from holding a Flight Attendant out of service with or without pay during an investigation. Flight Attendants will not be eligible for pass travel benefits while held out of service, except to attend an investigatory meeting.
3. When a Flight Attendant is disciplined or discharged, the Company will furnish him/her with a written statement of the precise charge(s) against him/her.
4. A documented verbal discussion, verbal counseling or verbal warning does not constitute an action of discipline.
5. A notice of discipline or discharge will be delivered to the Flight Attendant and the Union by any of the following methods: hand delivery in person; v-file or e-mail (in either case, emailed concurrently to the Union); regular U.S. mail; U.S. certified mail/return receipt requested; or express delivery (e.g., DHL, UPS, FedEx, USPS, etc.).

### **C. THE GRIEVANCE PROCESS**

1. Discipline and Discharge
  - a. To be considered timely, a grievance challenging an action of discipline or discharge will be in writing, signed by the affected Flight Attendant or the Union representative and must be submitted to the Director

of Inflight no later than 14 Calendar Days following the date upon which the Flight Attendant receives written notice of the discipline or discharge.

- b. Grievances must be submitted to the Director of Inflight or his/her designee and will be deemed filed upon receipt.
- c. Failure to file a grievance within the specified time limits constitutes a waiver of the grievance.
- d. An investigation and hearing will be held by the Director of Inflight or his/her designee no later than 30 Calendar Days following the Flight Attendant's submittal of the grievance to the Director of Inflight. Such hearing will not be conducted by the same person who initiated the disciplinary action, or by anyone subordinate to that person.
- e. The parties may agree to hold a Hearing for the purposes of hearing multiple grievances (i.e., "consolidated Hearing"). If that is the case, then the 30-Calendar Day time period above may be extended for the grievances to be heard during the consolidated Hearing.
- f. Upon agreement of the parties, Hearings may be held telephonically or other technological means.
- g. Within 14 Calendar Days following the date of the Hearing, the Company will issue a decision in writing to the affected Flight Attendant and the Union. For group grievances or consolidated Hearings, the Company will issue a decision in writing to the Union within 30 Calendar Days following the hearing date.
- h. The decision of the Company may be appealed to the System Board of Adjustment in accordance with Article 19 System Board of Adjustment within 14 Calendar Days of receipt of the Company's written decision provided pursuant to Section 1.g. above.
  - i. A Flight Attendant disciplined or discharged during his/her probationary period may not dispute or challenge such discipline or discharge through the grievance procedure.

## 2. Non-Disciplinary Grievances

- a. A Flight Attendant or the Union on behalf of a Flight Attendant or group of Flight Attendants may file a grievance concerning any action of the Company affecting them that they believe violates the terms of this Agreement. Prior to filing such a grievance, the Flight Attendant should discuss the matter with his/her supervisor, and the Union should discuss the matter with the Director of Inflight in an effort to resolve the matter.
- b. Non-Disciplinary Grievances will be in writing, signed by the affected Flight Attendant or Union official and will state in reasonable detail the facts upon which the claim is based, identifying the specific provisions of the Agreement claimed to have been violated and the relief sought. The grievance must be submitted to the Director of Inflight or his/her designee within 30 Calendar Days from the time the Flight Attendant knew or reasonably should have known, of the event(s) giving rise to the grievance, whichever is earlier.
- c. An investigation and hearing will be held by the Director of Inflight or his/her designee no later than 30 Calendar Days following the Flight Attendant's request.
- d. The parties may agree to hold a Hearing for the purposes of hearing multiple grievances (i.e., "consolidated Hearing"). If that is the case, then the 30-Calendar Day time period above may be extended for the grievances to be heard during the consolidated Hearing.
- e. Upon agreement of the parties, Hearings may be held telephonically or other technological means.

- f. Within 14 Calendar Days following the date of the Hearing, the Company will issue a decision in writing to the affected Flight Attendant and the Union. For group grievances or consolidated Hearings, the Company will issue a decision in writing to the Union only within 30 Calendar Days following the hearing date.
- g. The decision of the Company may be appealed to the System Board of Adjustment in accordance with Article 19 System Board of Adjustment within 14 Calendar Days of receipt of the Company's written decision provided pursuant to Section 2.f. above.

#### **D. GRIEVANCE REVIEW MEETINGS**

The Company and Union will schedule meetings regularly to review grievances pending at the System Board level in an effort to resolve as many grievances as possible. Both Company and Union will be represented by individuals with full authority to approve binding settlement agreements. Rejected offers of settlement made by the Company or Union and all other case evaluation(s) and discussion(s) will be without prejudice to either party and will be inadmissible in any System Board of Adjustment hearings. The parties may mutually agree to bypass this step in the grievance process.

#### **E. TIME LIMITS & SUBMISSIONS**

1. Any time limits set forth in this Article for holding a grievance hearing may be extended by mutual agreement.
2. If any action or decision made by the Company is not grieved or appealed by the Union or Flight Attendant within the time limits set forth in this Article, the action or decision of the Company will become final and binding.
3. If the Company fails to render a decision within the time limits set forth in this Article, unless extended by mutual written agreement by the parties, the Union may advance the grievance to the next level in the Grievance process.

## **ARTICLE 19** **SYSTEM BOARD OF ADJUSTMENT**

### **A. ESTABLISHMENT**

In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of the Agreement, and which are properly submitted to it as set forth in Article 18, which Board will be known as the "Frontier Flight Attendants' System Board of Adjustment."

### **B. MEMBERSHIP**

1. The Board will be comprised of a Company Board Member, a Union Board Member, and a single neutral member (i.e., the Chairperson).
2. Each Board member will be free to discharge his/her duty in an independent manner, without fear that her/his individual relations with the Company or with the Union may be affected by action taken in good faith in her/his capacity as a Board member. Board members who are employees of the Company will be granted time off to attend the hearing and subsequent executive session(s).
3. The parties will agree on a panel of nine (9) approved arbitrators from which neutral members will be selected using the alternate strike method. The panel will be established within 45 Calendar Days of the signing of this Agreement. Once selected, a party may permanently remove a neutral from the panel after one (1) year; however, the neutral may not be removed from any case to which she/he has already been assigned without agreement between the Company and the Union. If a panel member is removed by a party, voluntarily removes her/himself from the panel, or can no longer act as a neutral (e.g., death, illness, retirement), the parties will select a mutually agreeable permanent replacement.
4. Notwithstanding the foregoing, the parties may at any time agree to select a neutral who is not a member of its standing panel to sit as the Chairperson of the System Board of Adjustment.

### **C. JURISDICTION**

1. The Board will have jurisdiction over any grievance between any Flight Attendant and the Company, or the Union and the Company, growing out of grievances or out of interpretation of any of the terms of this Agreement; provided, however, that the jurisdiction of the Board will not extend to changes in hours of employment, rates of compensation or working conditions. The Board will consider any grievances properly submitted to it by the Union or the Company when such grievances have been previously submitted to, but not settled, in accordance with the grievance provided for in this Agreement.
2. Each grievance presented to the Board will be treated as a separate case, unless the parties mutually agree otherwise.
3. Appeals to the Board will be made in writing with a copy of the grievance attached, and will contain the following:
  - a. A statement of facts;
  - b. The question(s) at issue;
  - c. The position of the appealing party;
  - d. The understood position of the other party;
  - e. Specific provisions of the Agreement alleged to have been violated; and
  - f. The remedy sought by the appealing party.

#### **D. DOCUMENTS, WITNESSES, EVIDENCE AND REPRESENTATION**

1. The Union will designate its representative and the Company will designate its representative. Evidence may be presented either orally, in writing, or both.
2. Witnesses may testify telephonically, provided that the party, whose witness(s) will testify telephonically, has notified the other party prior to the hearing date.
3. The number of witnesses summoned at any time will not be greater than the number which can be spared from the Company's operation without interference with the services of the Company.
4. Unless the parties mutually agree otherwise, a stenographic report is to be taken.

#### **E. EXECUTIVE SESSION**

Following the hearing, or at any time prior to the issuance of a final decision in the matter, upon the request of any member of the Board, the members of the Board will convene in executive session.

#### **F. LOCATION OF BOARD HEARINGS**

Board hearings will be held at a location agreed to by the parties on a case by case basis. If the parties are unable to agree to a location, the case will be heard at the Company's corporate headquarters or within the general vicinity of the Company's corporate headquarters.

#### **G. EXPENSES – ARBITRATOR/WITNESSES/HEARING**

1. The parties will each pay the cost and expenses of their own attorneys and/or advocates, witnesses and Board Members.
2. Unless otherwise provided in this Agreement, all fees and expenses of the arbitrator and those related to the conduct of the hearing will be borne equally by the Company and the Union (e.g., hearing room rental, arbitrator fees and travel expenses, court reporter, transcript, etc.).
3. The grievant (whether an employee of the Company or not), employee witnesses, employee board members, and representatives who are employees of the Company will be provided round trip positive space transportation on the lines of the Company from their point of duty or assignment, if applicable, to the location at which they must appear as witness or representatives.
4. Should a hearing before the Board be postponed or canceled without mutual consent of the Company and the Union, the party postponing or cancelling will bear any and all expenses incurred by the arbitrator and those related to the postponement or cancellation of the hearing (e.g., arbitrator cancellation fee and travel expenses, hearing room rental, etc.).

**ARTICLE 20**  
**MISSING, INTERNMENT, HOSTAGE, OR PRISONER OF WAR BENEFITS**

**A. GENERAL**

Any Flight Attendant who, while in the performance of duties for the Company, through no fault of her/his own becomes illegally interned (e.g., jailed, confined, etc.), is held as a prisoner of war, is hijacked or is held hostage (hereafter collectively referred to as "illegally interned") will accrue seniority and Longevity, and will receive the following benefits until he/she returns to Active employment with the Company or as otherwise provided in this Section:

1. The Flight Attendant will be paid her/his average monthly compensation received during the last three (3) months of the last six (6) months she/he worked with the Company, less legally mandated deductions and deductions and contributions previously authorized by the Flight Attendant. Where the Flight Attendant would be entitled to Longevity raises, the Flight Attendant will be paid in accordance with those raises.
2. Full vacation and sick leave Credit will continue to accrue.
3. This Article does not apply in situations where the Flight Attendant is interned/held/retained legally in another country (e.g. held pursuant to Canada's Immigration and Refugee Protection Act) or otherwise missing.
4. To the extent permitted by law, travel agreements (including interline agreements) and Company policy, continuation of travel benefits for dependents of the Flight Attendant will continue.

**B. DEATH AND SURVIVOR BENEFITS**

1. If death of a Flight Attendant is established, or if there is sufficient presumption of death, all benefits set forth in paragraphs A.1. through 3. above will cease and death/survivor benefits, if any, will be paid.
2. If the parties are unable to confirm whether a Flight Attendant falling under this Section is alive or dead, compensation and other benefits under this Section will continue to be paid by the Company to the beneficiaries (or trust account) indicated in the Flight Attendant's letter of instruction to the Company until death/survivor benefits, if any, are paid or until a twelve-month period has passed, whichever occurs first.
3. The Company will require each Flight Attendant to execute and deliver to the Company a written direction in the form set forth in Paragraph 5 below. The monthly compensation set forth in Section A. above will be credited to such Flight Attendant and will be distributed according to written directions from the Flight Attendant.
4. If a Flight Attendant due compensation under this Article has not completed a direction as per Paragraph 3 above, such compensation will be held in an interest-bearing account at a federally-insured financial institution until the Flight Attendant is found or Released and is able to claim the compensation. In the event of the Flight Attendant's death, the proceeds of said account will be paid to the legal representative of the Flight Attendant's estate.

5. Form of Written Direction

**WRITTEN DIRECTION FOR DISBURSEMENT OF BENEFITS**

TO: Frontier Airlines

DATE: \_\_\_\_\_

In the event payment, directly to me is not possible, you are hereby directed to pay all monthly compensation due me and any other benefits stipulated in the Agreement as follows:

\$\_\_\_\_\_ or \_\_\_\_\_% per month to (name) \_\_\_\_\_, (address)  
\_\_\_\_\_ as long as  
living, and thereafter to (name) \_\_\_\_\_, (address) \_\_\_\_\_.

The balance, if any amounts accruing after the death of the persons named above will be held for me and distributed as stipulated by Article 20 of the Collective Bargaining Agreement.

The foregoing directions may be modified from time to time by letter addressed to the Company and signed by the undersigned. Upon receipt by the Company, any such modification will become effective as of the postmarked date.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Employee number)

**ARTICLE 21**  
**DRUG AND ALCOHOL TESTING**

- A.** The Company will maintain and administer drug and alcohol testing programs in accordance with applicable federal laws and regulations and the Company's drug testing program.
- B.** A Flight Attendant will be considered to be on duty for pay purposes during the time she/he is required to undergo random drug/alcohol testing. If the testing occurs after scheduled Release from duty at the end of a duty period, the Flight Attendant will notify Crew Scheduling of his/her Release time immediately following such test.
- C.** No Flight Attendant will be required to take a random alcohol/drug test on a scheduled Day Off.
- D.** A Flight Attendant ordered to submit to a "reasonable suspicion" test will be permitted to contact a Union representative prior to the test provided that doing so does not delay the test.
- E.** A Flight Attendant who is removed from a Trip for drug/alcohol testing that does not result in a positive result will be made whole for any time lost.
- F.** All Flight Attendants will be provided a copy of the Company's FAA approved drug and alcohol program.

**ARTICLE 22**  
**SAFETY, SECURITY, HEALTH AND EAP**

**A. GENERAL**

1. The Company recognizes that safety, security and health are subjects that are an essential part of the Flight Attendant's working environment and will work with the Union's Safety, Security, ASAP, EAP and Health committees to resolve concerns.
2. Flight Attendants are not responsible for security sweeps, except in extreme circumstances.
3. In the event of a bomb threat, Flight Attendants will not be required to search for bombs and/or suspicious and potentially dangerous items on an aircraft, or to remain on board during such a search while the aircraft is on the ground.
4. The Company will notify a Flight Attendant upon learning that she/he may have been exposed to Hepatitis B, Tuberculosis and/or HIV virus or any communicable diseases in the course of her/his duties and will provide testing should an exposure event occur.
5. The Company and AFA agree that standardized configuration of emergency equipment is desirable. At the discretion of the Company, efforts will be made to standardize the configuration of safety/emergency equipment on each series of aircraft. The Company will notify the MEC President or designee of a decision to add new aircraft type to its fleet.
6. Professional Standards - When a conflict between Flight Attendants or between a Flight Attendant(s) and another co-worker is brought to the attention of the Company in the first instance, the Company may refer the matter to the Union EAP. The referred Flight Attendants will be encouraged to settle their conflict.
7. The Company will facilitate and pay for the transportation of the remains of a Flight Attendant who dies while on an assignment.

**B. AFA SAFETY, SECURITY AND HEALTH COMMITTEE**

1. Upon request, the Company will meet with the Union's Safety, Security and Health Committee Chairs to address important issues. The Company will consider the recommendations of the Union committee in matters affecting the safety and health of Flight Attendants.
2. Upon request the Company will provide the Union a copy of the OSHA300A report as provided to OSHA.
3. Material Safety Data Sheets for all chemicals used to clean, disinfect, exterminate, seal or otherwise treat aircraft interiors will be available to Flight Attendants for review upon request.
4. The AFA Air Safety, Health and Security Chairperson, or her/his designee, may attend the Corporate Safety Committee meetings.
5. The Company will supply the results of any health or safety surveys conducted which affect Flight Attendants as they become available.

**C. ACCIDENT, INCIDENT AND HIJACKING**

1. Upon learning of an NTSB defined aircraft accident, hijacking, or the death or serious injury of a Flight Attendant, the Company will notify the MEC President, or her/his designee as soon as reasonably possible.

2. As it relates to paragraph C.1., upon request of the MEC President or her/his designee, the Company agrees to allow Trip (s) to be dropped for up to four (4) Flight Attendants. Whether or not AFA is invoiced for the associated flight pay loss is at Company discretion.
3. Upon request of the MEC President or her/his designee, the Company agrees to allow Trip (s) to be dropped for up to four (4) member of the AFA EAP Committee to provide EAP support following an aircraft accident or non-aviation related crisis/disaster which impacts the Flight Attendant workgroup. Whether or not AFA is invoiced for the associated flight pay loss is at Company discretion.
4. As it relates to paragraphs C.2. and C.3., AFA participants will be granted positive space must ride tickets to the accident site and to other locations, as necessary.
5. A Flight Attendant requested or required by the Company, governmental agency, or court of law to be interviewed or questioned regarding an accident or incident will be released from her/his schedule to do so and will be furnished free, positive space transportation by the Company, if applicable, and will receive pay and Credit for the Trip(s) missed.
6. A Flight Attendant(s) involved in or impacted by an accident or critical incident while on duty shall, at her/his request, be released from duty without loss of flight pay or credit. Such flight attendants will be provided the next available flight to her/his Domicile or home.
7. A Flight Attendant will not lose flight pay or Credit to participate in a debriefing.
8. In the event that passengers and/or Flight Attendants are prevented from deplaning an aircraft because of a directive from a federal or local entity (for example, a passenger is suspected of having tuberculosis), the Flight Attendants will receive pay and Credit until fifteen (15) minutes after the last passenger deplanes or the Flight Attendants are allowed to leave the aircraft, whichever occurs later. This provision will also apply if the Flight Attendants are detained outside of the aircraft. In this instance, the fifteen (15) minute Release time begins when the Flight Attendants are permitted to leave the premises. Rest will begin when the pay and Credit ends.

#### **D. FLIGHT ATTENDANT HEALTH**

1. Each Flight Attendant will be provided with one (1) pair of ear plugs, and will be provided with one (1) pair each year thereafter at Company expense.
2. The Company will reimburse a Flight Attendant for any vaccination which is required by the CDC for travel to locations served by the Company.
3. An annual influenza vaccination will be paid at one hundred percent (100%) by Company insurance, provided the Flight Attendant receives the vaccination from a provider that is in Network with the Company's insurance carrier.
4. When a Flight Attendant becomes ill or injured at an International destination, the Company, once notified, will endeavor to ensure health care access locally. A Flight Attendant will be liable for reimbursing the Company any payments made on her/his behalf under this provision that are not covered by her/his personal health care coverage or Workers' Compensation coverage.
5. If a Flight Attendant becomes ill or injured at any station other than her/his Domicile or co-terminal, the Company may, when and where possible, arrange for another Flight Attendant/crewmember, if willing, or another Company employee or manager/supervisor to accompany the ill/injured Flight Attendant to the hospital or treatment center if the Flight Attendant is incapacitated or requests it. If the Flight Attendant is sent for treatment without a companion, the MEC President, or her/his designee, will be notified in addition to her/his emergency contact.

6. Flight Attendant Assault

- a. The Company will continue to maintain zero tolerance for physical assaults involving Flight Attendants.
- b. The MEC President will be notified, as soon as possible, in the event of a physical assault on a Flight Attendant.

**E. EAP**

1. The Company and the Union agree to work jointly in coordinating the services of their respective employee assistance programs (EAPs). The Company will meet with the AFA MEC EAP Chair(s) to discuss cooperative activities and efforts upon request, but no more than four (4) times per year.

2. Referrals

- a. Whenever the Company refers a Flight Attendant to the Company EAP, either verbally or in writing, AFA EAP contact information will also be provided in the same manner as the Company EAP referral and at the same time.

- b. The Union will provide the Company with AFA EAP information.

3. EAP Representatives

- a. The Company will pre-block for AFA business up to three (3) AFA EAP committee members from Trips prior to bidding to attend the Basic (2 day) and Advance (3 day) AFA EAP training. Removal from the schedule for more than three (3) Flight Attendants will be at Company discretion, based on staffing.

- b. When requested, the Company will provide AFA two (2) positive space tickets on Frontier aircraft to attend AFA EAP related trainings up to a maximum of twice per year. Other positive space tickets will be at Company discretion.

- c. When requested and available, the Company will afford AFA EAP use of Company supplied space/room to provide EAP debriefings and to conduct AFA EAP meetings.

## **ARTICLE 23** **GENERAL**

### **A. COMMUTER POLICY**

1. The Company recognizes Flight Attendants' desire to live in locations other than their Base. The Company's Commuter Policy is intended to protect a registered Flight Attendant Commuter ("FACs") from a dependability infraction if she/he is unable to report for duty in Base after complying with the procedures listed herein. Once registered with the Company as a Commuter, the Flight Attendant is responsible for reporting to assignments in a timely manner and rested for a full duty period. The following provisions are not intended to relieve Flight Attendants of that responsibility and is also not intended to be used as a method of dropping a Trip.
2. This policy may not be used to avoid the FAC's responsibility to attend mandatory investigation meetings with Company management.
3. Commuters are not exempt from the Company's carry-on baggage policy which has been approved by and is monitored by the FAA. This policy is in effect for Flight Attendants traveling to and from work. Please refer to the carry-on baggage policy posted on the Company's public website, [www.flyfrontier.com](http://www.flyfrontier.com), for the current policy.
4. Registered City

A FAC must identify her/himself in writing as a commuter and must register his/her commuter cities with the Company. Flight Attendants may commute from sister-cities that are within 180 miles of their commuter cities. A Flight Attendant may change her/his registered cities three (3) times per year.

5. Flight Listing
  - a. The FAC will be required to list for a primary and back-up flight with available seats. "Available" is defined as at least one seat open within 12 hours of departure from the FAC's registered city. The number of non-revenue passengers listed does not impact this policy.
  - b. The primary and back-up flight, per the published schedule, must allow the FAC to check-in on-time for her/his assignment. For the purposes of this paragraph, the check-in time for a Flight Attendant on Reserve shall be the start of her/his Reserve Shift and the check-in time for a Flight Attendant attending training in Base shall be the start of the training class.
  - c. The cabin jumpseat may be utilized as the FAC's primary flight but may not be considered as his/her back-up flight. At times, Company management or training personnel (e.g., Check Flight Attendants, Instructors on Company Business) will occupy the additional jumpseat, and the FAC must plan accordingly.
  - d. A Flight Attendant is not required to list if she/he has purchased and provided proof of a passenger ticket.
6. Notification Requirements
  - a. The FAC must notify Crew Scheduling at least two (2) hours before her/his scheduled check-in if she/he was unable to commute on the primary flight.
  - b. The FAC must notify Crew Scheduling immediately if she/he was unable to commute on the back up flight.

- c. If the FAC's flights are significantly delayed and the revised scheduled arrival into Base is within 30 minutes prior to the FAC's Report Time, he/she must contact Crew Scheduling to advise a Crew Scheduler of the delay and anticipated arrival into Base. The FAC must be on the aircraft forty-five minutes (:45) prior to departure in order to take the Trip.

## 7. Documentation

The FAC must provide documentation to substantiate listing and standing by at the airport for two (2) available flights after she/he has invoked the Commuter Policy twice in a rolling twelve (12) month period. The documentation must be sent to Inflight Management at InflightDIAMGR@flyfrontier.com (or designated email address) within twenty-four (24) hours of the missed Trip's check-in time. One of the following will be required to document both the primary and back-up flights:

- a. Standby list (e.g. printed standby list from CS agent, picture from standby TV monitor/gate monitor; or
- b. ACM form on Frontier; or
- c. Email listing confirmation and proof that she/he was at the airport (e.g. printed standby list from CS agent, picture from standby TV monitor/gate monitor); or
- d. Mobile boarding pass or boarding pass printed from home or airport with proof that she/he was at the airport e.g. printed standby list from CS agent, picture from standby TV monitor/gate monitor); or
- e. Seat request card.

## 8. Reassignment and Pay

- a. FAC who fails to report to the aircraft forty-five minutes (:45) prior to departure may be removed from that Trip and replaced with a Reserve Flight Attendant. In that instance, she/he will choose from the following options:

### i. FAC's Trip Returns to Base

A Flight Attendant whose Trip is scheduled to transit her/his Base will rejoin the Trip on its return to the Base and will replace the Flight Attendant on Reserve who was assigned to the Trip. The FAC will be paid and credited for the portion of the Trip flown. The FAC must make every effort to reach Base to complete the assigned Trip. Nothing herein precludes the Company and the Flight Attendant from agreeing to her/his rejoining a Trip in another location.

### ii. FAC's Trip Does Not Return to Base

A Flight Attendant whose Trip is not scheduled to transit her/his Base will:

- (a) pick up from Open Time for a Trip which begins the next Calendar Day or later in the month, or
- (b) notify Crew Scheduling that she/he wishes to be placed on AVA pursuant to Article 5.M.2., or
- (c) request to be Released, at Company discretion.

- b. A Flight Attendant shall not receive pay or Credit for time missed because she/he was unable to commute to work.

- c. A Flight Attendant who loses Credit because she/he utilized the Commuter Policy is required to meet the minimum monthly Credit Hours in Article 3.A.7. A Flight Attendant who is unable to meet the minimum monthly Credit Hours will not be allowed to invoke the Commuter Policy during the next Bid Period.
- d. The FAC must make every effort to report to Base as soon as possible and each duty day or Reserve Shift following the two (2) failed attempts, unless Released.

9. Corrective Action Protection

- a. The Commuter Policy protects the FAC from the dependability corrective action if a circumstance beyond the FAC's control prevents reporting at Base on-time for their Trip. The four excusable incidents are:
  - i. Weather delay or cancellation;
  - ii. Mechanical delay or cancellation;
  - iii. Denied a jumpseat due to seniority, or by ACM on Company Business;
  - iv. Unforeseen significant event (e.g. weight & balance, airport security breach, etc.).
- b. A Flight Attendant will move up a step on the Performance Policy if she/he invokes the Commuter Policy for the fifth (5<sup>th</sup>) time in a rolling twelve (12) month period.
- c. A Flight Attendant will move up a step on the Dependability Policy if she/he invokes the Commuter Policy for the sixth and subsequent times in a rolling twelve (12) month period.

10. Eligibility to Use the Commuter Policy

- a. A Flight Attendant on probation may utilize the Commuter Policy two (2) times during probation.
- b. The Company's Commuter Policy applies to flights on Frontier Airlines and flights on other airlines with which the Company has a jumpseat agreement, cabin seat agreement and/or reciprocal agreement. Notwithstanding this provision, a Flight Attendant's primary or back-up flight may be on an airline with whom the Company does not have an agreement if she/he has purchased a passenger ticket.

**B. INFLIGHT RETIREMENT RECOGNITION**

The steps to take when preparing for retirement as a Flight Attendant from the Company are:

1. A Flight Attendant must have at least five (5) years in Inflight Services and otherwise meet the eligibility requirements outlined in Article 25.F to qualify for Inflight Retirement Recognition.
2. The Flight Attendant will make an appointment with his/her Inflight Manager at least 30 days prior to her/his last flight, preferably prior to the Flight Attendant's last bid.
3. The Flight Attendant will not set a date for her/his last flight until she/he has met with the Inflight Management; this is the time the date will be set.
4. The Flight Attendant may have up to four (4) family members join her/him on her/his last flight. The Flight Attendant will provide the names to the Inflight Management at least one (1) week prior to the last flight, so positive space reservations may be made.

## **C. NON-DISCRIMINATION**

It is the policy of the Company to give equal opportunity to all qualified persons without regard to race, age, color, religion, gender, sexual orientation, military status, marital status, disability, national origin or to give preference when required by law.

## **D. FLIGHT ATTENDANT JUMPSEAT**

1. Flight Attendants will have priority for cabin jumpseats on Company aircraft unless the jumpseat is needed for a Flight Attendant, pilot, mechanic traveling or Inflight Management on Company business and the flight is oversold. A pilot or mechanic traveling on Company business will only use the Flight Attendant jumpseat if the cockpit jumpseat(s) is full. A jumpseat will be awarded to the most senior Flight Attendant on the System Seniority List at thirty-five minutes (:35) prior to the originally scheduled departure time. After that time, the jumpseat will be assigned to a Flight Attendant on a first-come-first-serve basis. A jumpseat will be released for occupation by a person who is not on the System Seniority List at twenty minutes (:20) prior to departure. A cabin jumpseat unoccupied by a member of the required crew may be given to a new hire Flight Attendant receiving IOE, notwithstanding the above.
2. The Company will attempt to enter into Reciprocal Flight Attendant Jumpseat/Cabin Agreements with other airlines.

## **E. COMPANY PROPERTY**

The Company will provide each Flight Attendant with the required electronic device. Electronic devices damaged during the ordinary course of work, by reasons other than negligence, will be repaired and/or replaced by the Company at no cost to the Flight Attendant. It is recognized that Flight Attendants have a responsibility to exercise reasonable prudence in safeguarding Company property entrusted to them. However, Flight Attendants will not be held liable except when negligence is indicated.

## **F. CIVIL RESERVE AIR FLEET (CRAF)**

Prior to engaging in CRAF flying, the Company and the Union will meet to discuss any necessary changes to the Agreement.

## **G. SAVINGS CLAUSE**

Should any part of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, act of government agency or decree of court having jurisdiction, such invalidation of a part of this Agreement will not invalidate the remaining parts thereof, which will remain in full force and effect. If any part of this Agreement is invalidated, either party may, upon thirty (30) days written notice to the other, request negotiations for an amendment specifically drafted to account for the invalidated part of this Agreement.

## **H. EMPLOYEE FILES**

1. Personnel and training files shall be maintained for each Flight Attendant and shall contain all records of progress reports, evaluations, written orders, training records, records of a derogatory or disciplinary nature, and other reports involving the Flight Attendant's employment relationship with the Company.
2. The Company will not place any item into a Flight Attendant's file that is disciplinary in nature, unless the Flight Attendant is provided with a copy of the item. The Flight Attendant shall be required to sign an acknowledgment indicating that she/he has reviewed the document and may indicate her/his agreement accordingly and provide her/his comments. Failure to sign the notice within fourteen (14) days results in automatic acknowledgement.

A complaint letter or report will not be placed in a Flight Attendant's file unless:

- a. The Flight Attendant is able to be identified.
- b. The Flight Attendant's enforcement of Federal Regulations was done in an unprofessional and/or unreasonable manner.
- c. In the event the letter or report is introduced as evidence against the Flight Attendant, the name of the person writing such report or letter will be identified if she/he is a Company employee or riding on the passes of a Company employee.

3. Any records of a derogatory or disciplinary nature which are more than-twelve (12) months old shall not be used in progressive discipline and shall be inadmissible in any meeting or hearing under this Agreement providing that no further discipline of similar nature has been imposed during that time. In cases of workplace violence, harassment as prohibited by state or federal law, fraud that results in a substantial loss to the Company or serious and intentional safety or security violations, the Company may consider past disciplinary actions for a period of three (3) years. Any period of time a Flight Attendant is on a leave of absence will not be applied to the time periods contained in this paragraph.
4. A Flight Attendant's personnel (maintained by Human Resources) and training files (maintained by Inflight) shall be made available upon request for inspection and copying during normal working hours at no expense to the Flight Attendant.
5. Training and personnel records shall only be disclosed to third parties where required by law or authorized in writing by the Flight Attendant. This provision is not intended to put any limitation on the Company in providing training and/or personnel records to outside counsel for the purposes of obtaining legal advice for use in grievances and/or legal proceedings.

## **I. AIRCRAFT TIDYING**

Flight Attendants are responsible for maintaining general tidiness of the aircraft in flight to include collecting papers and refuse in flight, removing visible refuse from seatback pockets, replenishing lavatory supplies and maintaining a neat cabin appearance throughout the course of the flight. Flight Attendants will not clean the aircraft. Flight Attendants will tidy the aircraft after a flight unless:

1. The aircraft is due for a security sweep, or
2. The aircraft is due for a RON, or
3. The aircraft is in a location where such work is covered in the Collective Bargaining Agreement of a different work group, or
4. The aircraft has arrived from an International city.

## **J. MONITORING DEVICES**

Unless otherwise required by law, the Company may not use any information obtained from installed aircraft onboard video or recording devices for any disciplinary or discharge actions.

## **K. WEIGHT**

Flight Attendants will not be weighed. However, this does not preclude the Company from separating employment with a Flight Attendant if she/he is unable to perform her/his duties or comply with FAR's. Nothing herein precludes a Flight Attendant from utilizing the grievance procedure.

## **L. HANDBOOK & FAM**

Flight Attendants will be provided with an electronic copy of the Company's Employee Handbook and Flight Attendant Manual (FAM) as well as subsequent modifications. A Flight Attendant will not be required to purchase a new or replacement electronic device for this purpose.

## **M. IDENTIFICATION BADGES**

1. The Company shall provide the Flight Attendant with the required Company and airport identification/SIDA badges at no cost.
2. The Company shall pay for the cost of replacing identification and airport identification badges that are stolen.

## **N. INDEMNIFICATION**

The Company shall indemnify a Flight Attendant or her/his estate and provide defense against any claims, whether by third parties or by fellow employees, arising out of such Flight Attendant's performance of her/his duties with the Company, unless such claims arise from the willful misconduct or gross negligence of the Flight Attendant.

## **O. QUOTA**

The Company shall not institute a quota for on board sales. Nothing herein precludes the Company from monitoring sales activity.

**ARTICLE 24**  
**HOTEL ACCOMODATIONS**

**A. CREW ACCOMMODATIONS**

1. The Company shall provide hotel accommodations for Flight Attendants in accordance with this Agreement. At a minimum, the hotels will comply with the following required items (the Union may grant exceptions to any of these on a case-by-case basis):
  - a. Single occupancy
  - b. Non-smoking rooms
  - c. Rooms provided on the 2<sup>nd</sup> floor or higher
  - d. No exterior corridors or hallways
  - e. Hotel equipped with elevators to guestroom floors
  - f. Guest room doors with double locks
  - g. Free internet access
  - h. Hotel located in a safe area
  - i. Food availability twenty-four hours per day through at least one of the following:
    - i. Hotel restaurant or mini-market/pantry;
    - ii. Restaurant or grocery store within a safe, reasonable walk from the hotel;
    - iii. Free transportation to a local restaurant or grocery store
2. The Company will make reasonable efforts to utilize hotels with the following preferred items:
  - a. In-room refrigerator
  - b. In-room microwave or access to a hotel guest microwave.
3. Standards – Unforeseen Circumstances  
  
Should a hotel fail to comply with or meet the standards in “A” above, due to circumstances or events beyond the Company’s control, e.g., construction, weather events, hotel overbooking, contract cancellation, or other unforeseen conditions, the affected Flight Attendants will report any such events to their AFA representative, and the AFA and the Company agree to use their best efforts to correct such deficiencies.
4. Standards – Long Term  
  
If an existing hotel ceases to meet the standards above on a continuous and long-term basis the Company will contact the hotel and attempt to remedy the situation or change hotels, either on a temporary or permanent basis.

## **B. TRANSPORTATION**

1. The Company shall provide for suitable transportation for Flight Attendants to/from the airport and hotel/training facilities and the training facilities to/from the hotel when away from Base. If the training facilities are no more than  $\frac{1}{4}$  mile away from the hotel, the Flight Attendants may be required to walk, weather and safety permitting. Otherwise, the Company will provide transportation.
2. When transportation is not available within forty (40) minutes after Block-in time of the flight, Flight Attendants shall be allowed actual, reasonable expenses incurred for transportation between the airport and their hotel.
3. The Company agrees that van service to the airport shall be scheduled in a way which minimizes the amount of time a Flight Attendant spends at the airport prior to her/his scheduled check in. The Company and the Union will work together to determine appropriate van times.

## **C. ARRIVAL**

1. If hotel rooms (including day rooms) are not clean and available for check-in within thirty (30) minutes of arrival at the initial hotel, a Flight Attendant may contact Crew Scheduling and request alternate accommodations. If an alternate room is not provided within ninety (90) minutes of arrival at the initial hotel or at the airport on an unscheduled overnight, a Flight Attendant may obtain an alternative room similar to the accommodations customarily used by Flight Attendant crews and will be reimbursed for the cost of the room. The reimbursement will also cover the cost of transportation to and/or from the alternate hotel.
2. In the case of minimum Rest period pursuant to Article 4 the Flight Attendant may contact Crew Scheduling for an adjustment to her/his next Report Time if the room is not available within 30 minutes of arrival at the hotel. The check in time will be adjusted by the same amount of time it took for the hotel to provide a room to the Flight Attendant.

## **D. REIMBURSEMENT**

A Flight Attendant entitled to reimbursement pursuant to this Article will be reimbursed within thirty (30) Calendar Days of submitting the receipt and reimbursement request.

## **E. GENERAL**

1. The Company will pay directly for any hotel room required away from Base. Except in the case of C.1 and in unforeseen or unusual circumstances, a Flight Attendant will not be required to use her/his personal credit card to check into a hotel. Should the hotel request a credit card for incidental charges because of an unforeseen circumstance, a Flight Attendant who is unable to supply a credit card will contact Crew Scheduling for assistance.
2. Any Flight Attendant who, between the Report and Release Time of a Trip, is scheduled for more than four (4) hours uninterrupted Ground Time, will be provided an individual hotel room by the Company. This includes while a Flight Attendant is in training away from their Base. If the Ground Time is not scheduled to exceed (4) four hours, but System Operations Control (SOC) reasonably expects the total Ground Time to exceed (5) five hours from the time that the Flight Attendant makes the request, the Flight Attendant may request and the Company shall provide an individual accommodation hotel room.
3. The AFA Hotel Committee will work with the Company to select hotels for Layover stations. The final decision regarding hotel selection will be made by the Company.
4. Nothing in this Article shall apply to new hires or Company business.

## ARTICLE 25 BENEFITS

### A. HEALTH INSURANCE

1. An eligible Flight Attendant as defined by the Company's benefit policy may elect to participate on behalf of her/himself and any eligible dependents in any comprehensive health insurance plan, including medical, dental and vision coverage, offered to manager and below employees of the Company.
2. Health Insurance: The total annual aggregate contribution cost for Flight Attendants participating in the Traditional PPO, the Legacy PPO, and the Value HDHP options will be no more than thirty-two (32%) of the total annual aggregate budgeted cost for Flight Attendant participation in the three options.
3. The aggregate budgeted contribution caps described in Paragraph A.2, above, will be determined by the Company based upon an annual actuarial assessment of past and projected plan performance across the Company's employees performed by an independent third-party actuary retained by the Company prior to the start of the applicable plan year. The Company will provide AFA with an opportunity to review the actuary's preliminary calculations before the calculations are finalized by the actuary. The Company's satisfaction of the aggregate budgeted contribution caps described in Paragraph A.2, above, will not be subject to refund or claw back based on actual plan performance.
4. The actuarial assumptions and methodology used by the actuary will be in accordance with reasonable and standard actuarial assumptions that will be fully disclosed to AFA prior to finalization.
5. The Company may offer additional optional plans to the Flight Attendants.

### B. SHORT TERM DISABILITY

*From LOA 5, dated 8/22/19*

A Flight Attendant shall be eligible for voluntary Short-Term Disability (STD) at her/his cost, unless state or local law provides otherwise. A Flight Attendant's STD benefit shall be based on the greater of 75 hours per month or 50% of the average of his/her last twelve (12) month's base pay (credit hours) prior to the leave, up to a maximum of \$510.00 per week unless otherwise provided for in Frontier's STD Plan. It shall begin after he/she has been on leave for seven (7) days and shall cease when he/she returns to work or becomes eligible for Long Term Disability in accordance with Frontier's STD Plan. The STD benefit duration is for up to 26 weeks. A Flight Attendant receiving short-term disability benefits may elect to use sick or vacation time.

### C. LONG TERM DISABILITY

1. Flight Attendant's will be provided with Company paid Long Term Disability (LTD), pursuant to the terms of the plan in place at the time the Flight Attendant submits a claim for benefits (based on 75 hours per month).
2. The duration of Long Term Disability for a Flight Attendant who meets the criteria for receiving Long Term Disability benefits under the Long-Term Disability plan shall be as follows:
  - a. A Flight Attendant who is disabled prior to age 65 may receive LTD benefits for five (5) years, or until she/he returns to Active service whichever is earlier;
  - b. A Flight Attendant who is disabled between age 65 and 68 may receive LTD benefits up to age 70, but not less than one (1) year or until she/he returns to Active service, whichever is earlier;
  - c. A Flight Attendant who is disabled after age 69 may receive LTD benefits for one (1) year, or until she/he returns to Active service, whichever is earlier.

3. A Flight Attendant receiving long-term disability benefits may elect to use sick or vacation time.

#### **D. 401(K)**

1. Flight Attendants shall be eligible to participate in the Company's 401(k) Plan upon employment by the Company.
2. The Company will match at 100% up to the first 6% of each Flight Attendant's 401(k) deferral of Eligible Compensation for each pay period, subject to all regulatory limitations.
3. Company matching contributions for Flight Attendants begin after one (1) year of employment and vest twenty five percent (25%) per year at the start of years two (2) through five (5).
4. A Flight Attendant may contribute up to the maximum deduction as provided for by law. Salary deferrals and Company contributions will be deposited no later than the tenth business day following each pay period.
5. The Company shall provide the Union copies of all documents pertaining to the 401(k) Plan, including but not limited to the annual report, form 5500, with all schedules, copies of all amendments and any restated 401(k) plan documents.

#### **E. PASSES**

1. The pass benefits for Flight Attendants and Retired Flight Attendants shall be on the same terms and conditions as those extended to current and retired manager and below employees of the Company. These pass benefits shall be no less favorable than those offered to any other Company unionized group.
2. In a qualified emergency, Flight Attendants may obtain, at the discretion of Inflight Management, free, positive space, round trip travel passes. Eligible family members include: spouse, dependent children, parents, and companions listed on the Flight Attendant's pass eligibility form. Companions are subject to payment of pass charges. Emergency travel is provided for the following cases: death or serious injury of the Flight Attendant, Flight Attendant's spouse, son, son-in-law, daughter, daughter-in-law, parent, parent-in-law, sister, sister-in-law, brother, brother-in-law, grandparent, grandparent-in-law.
3. A Flight Attendant is entitled to buddy passes on the same terms as other Company employees.

#### **F. RETIREMENT**

1. A Flight Attendant hired on or before October 1, 2009 and who has at least five (5) years of Active service and whose combined age and years of service is equal to or greater than fifty-five (55) shall be eligible for retirement. A Flight Attendant hired after October 1, 2009 and who has at least ten (10) years of Active service and whose combined age and years of service is equal to or greater than sixty-two (62) shall be eligible for retirement.
2. The pass benefits for retired Flight Attendants shall be on the same terms and conditions as those extended to retired manager and below employees of the Company.

#### **G. PET INSURANCE**

Subject to availability, the Company will offer pet insurance for purchase by Flight Attendants.

## **H. LIFE INSURANCE**

1. The Company will continue to offer Company-paid life insurance on the same terms as those in effect on March 1, 2016 (i.e., Employee life benefit equals 1x annual Earnings up to a maximum of \$250,000; Employee AD&D benefit equals 1x annual Earnings up to a maximum of \$250,000).
2. Earnings means a Flight Attendant's regular annual rate of pay, not counting commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the date immediately prior to the last day he/she was an Active Flight Attendant. In order to be eligible for Company-paid life insurance, the Flight Attendant must be regularly scheduled to earn at least sixty (60) Credit Hours per month.

## **I. FLEXIBLE SPENDING ACCOUNT**

Subject to any changes in US tax laws, the Company will maintain a Flexible Spending Account which will permit Flight Attendants to contribute a portion of her/his compensation through payroll deduction on a pre-tax basis.

## **ARTICLE 26** **MEDICAL EXAMS**

### **A. REQUIREMENTS**

If the Company has reasonable cause to believe a Flight Attendant is medically unfit to perform her/his duties, the Company may require the Flight Attendant to submit to a medical examination from a board-certified physician in the relevant specialty (the "Physician") the Company chooses; provided that it provides written notice to the Flight Attendant specifying the basis for such reasonable cause. The written notice will include all of the relevant information used to make the determination. The Company will send a copy of that written notification to the MEC President and may redact any confidential information. If such exam is required, the Company will pay for all costs and expenses related to the medical exam. This does not alter the parties' obligations under all relevant federal and state statutes (such as State Worker's Compensation laws and the Family and Medical Leave Act or other Federal Statutes).

### **B. INDEPENDENT MEDICAL EXAMINATION**

1. Whenever possible, a Flight Attendant will not be required to travel outside of the metropolitan area in which she/he is Domiciled for the exam and/or tests or other diagnostic procedures. Nothing herein precludes the Flight Attendant from requesting to see an alternative Physician. Acceptance of this request is at the Company's discretion.
2. If a Flight Attendant undergoes a medical exam, test or other diagnostic procedure, and if she/he is removed from a Trip, she/he will receive pay and Credit for the Trip(s) missed. In the event a Flight Attendant is required to undergo a medical exam on a scheduled Day Off, and is determined as a result of the exam to have been medically fit for duty, the Company shall Credit the Flight Attendant with four (4) Credit Hours.
3. In the event the Company's Physician determines that the Flight Attendant does not meet the medical requirements of the job a Flight Attendant may be held out of service.
4. The results of the initial and any subsequent exam(s) and test(s) will be confidential and limited to only the Company's HR Director, or her/his designee and will pertain only to those medical conditions(s) that directly relate to the Flight Attendant's ability to perform the essential functions of her/his position. Flight Attendants will be provided copies of all medical evaluations, reports, test results and diagnostic interpretations at no cost.

### **C. DISPUTED RESULTS**

1. The Flight Attendant may employ a Physician of her/his choosing and at her/his expense for the purpose of conducting a physical examination and/or tests for the same purpose as the medical exam required by the Company.
2. Doctors Agree

In the event such findings confirm the findings of the Company Physician, the status of the Flight Attendant will be governed by other provisions of this Agreement (e.g. Article 12. Leaves of Absence).

3. Doctors Do Not Agree

In the event the Flight Attendant's Physician disagrees with the Company's Physician, the Company will review the situation.

- a. If the Company is satisfied with the findings of the Flight Attendant's Physician, she/he will be immediately returned to work.

- b. In the event the Company's Physician and the Flight Attendant's Physician disagree on whether the Flight Attendant meets the medical requirements of the job, the Flight Attendant shall have fourteen (14) Calendar Days from the date she/he is notified of the contrary determination, to elect to have a third-party impartial Physician who specializes in the treatment of the medical condition at issue make a determination resolving the contrary determination. In the event the Flight Attendant fails to timely submit such a written request, the results of the original Company examination will govern.
- 4. If the Flight Attendant timely elects, pursuant to 3. b above, to have a third impartial Physician to make such determination, a third impartial qualified Physician shall be selected. The Company shall submit a list of three (3) qualified Physicians to the Flight Attendant's Physician. The Flight Attendant's Physician shall pick one (1) of the three (3) from that list or submit to the Company a list of no more than three (3) board certified Physicians for review by the Company medical provider. Pending review by the third impartial Physician selected through this process, the Flight Attendant shall remain in her/his current status.
- 5. The decision of the third impartial Physician will determine the Flight Attendant's ability to meet the medical requirements of the job and will be final and binding upon the Company and the Flight Attendant. A Flight Attendant who does not meet the medical requirements of the job will be placed on a Medical Leave in accordance with Article 12 of this Agreement.
- 6. If the third impartial Physician determines that the Flight Attendant has continuously met the medical requirements of the job as determined by the Company and the Company has held that Flight Attendant out of service pending this determination, the Flight Attendant will be reinstated and be restored any used sick leave and/or pay protected for any missed Trips.

**ARTICLE 27**  
**MANAGEMENT RIGHTS**

- A.** Except as restricted by the express terms of this Agreement, the Company will retain all rights to manage and operate its business and work force, including but not limited to: the right to sell or discontinue all or part of the business; to sell or lease aircraft or facilities; to determine where and when to operate scheduled or unscheduled flights; to determine its marketing methods and strategies, and to enter into code sharing, affiliation or marketing agreements with other carriers; to invest (including equity investments) in other business entities including, without limitation, other air carriers; and to determine the number and type of aircraft it will utilize.
- B.** The exercise of any right reserved herein to management in a particular manner, or the non-exercise of such right, will not operate as a waiver of the Company's rights hereunder, or preclude the Company from exercising the right in a different manner.
- C.** Nothing in this Agreement will restrict the right of Inflight Management to fly as crew members to maintain proficiency and to provide expertise and assistance to Flight Attendants in the form of supervision, instruction and demonstration to achieve the goal of superior service to all passengers. When a Flight Attendant is displaced from his/her scheduled flight assignment by a management/supervisory/inflight Flight Attendant, he/she will be Released from all duty and paid as if flown. The Company will provide as much notice as possible of the displacement to the Flight Attendant.

**ARTICLE 28  
DURATION**

The Association of Flight Attendants-CWA, AFL-CIO, in its capacity as representative of the Flight Attendants in service to Frontier Airlines, Inc., agrees and affirms that upon confirmation of a positive ratification vote by its membership of this Tentative Agreement, the 2019-2024 Collective Bargaining Agreement immediately becomes effective and will continue in full force and effect until May 15, 2024 and will renew itself without change each succeeding May 24<sup>th</sup> thereafter unless written notice of an intended change is served in accordance with Section 6, Title 1, of the Railway Labor Act, as amended, by either party hereto at least thirty days, but no more than one hundred and eighty days (180) prior to May 15, 2024 or any May 15th of any subsequent year.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement this 15<sup>th</sup> day of May, 2019.

FOR ASSOCIATION OF FLIGHT ATTENDANTS-  
CWA, AFL-CIO

FOR FRONTIER AIRLINES, INC

/s/ Sara Nelson  
Sara Nelson  
International President

/s/ Howard Diamond  
Howard Diamond  
General Counsel & Corporate Secretary

/s/ Jennifer Sala  
Jennifer Sala  
MEC President

/s/ Jacob Filene  
Jacob Filene  
Senior Vice President, Customers

/s/ Beth DeProspero  
Beth DeProspero  
Senior Staff Negotiator

/s/ Jacalyn Peter  
Jacalyn Peter  
Vice President, Labor Relations

## APPENDIX 1

*Note: this information was correct at the time of publication. It will be updated online when required.*

**Payroll:** FAF9Payroll@flyfrontier.com

**Long wait sick call email:** crewschedulingsupervisors@flyfrontier.com

**Reimbursement (for alternate transportation, hotels, etc):**

- 1) Download the Coupa app
- 2) When it asks for the "instance" type <http://flyfrontier.couphost.com/>
- 3) Login with your myfrontier.org user name and password
- 4) Submit a picture of the receipt

**Random Drug and Alcohol Test Pay:** Contact Crew Scheduling for :30 minutes of pay and credit as soon as possible.

**Duty/Rest Adjustment after Random Drug and Alcohol Test:** Contact Crew Scheduling immediately for a schedule adjustment.

**Commuter Recode (documentation may be necessary):** inflightDIAmgr@flyfrontier.com

**LETTER OF AGREEMENT NO. 1**  
**Between**  
**FRONTIER AIRLINES, INC.**  
**And**  
**THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between FRONTIER AIRLINES, INC. (hereafter referred to as the "Company") and THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the parties have agreed that the flight attendants will receive \$15,000,000.00 in Ratification Payments (the "15M Amount").

NOW THEREFORE, the parties agree as follows:

The Union will allocate the \$15M Amount among flight attendants and the Company will pay the \$15M Amount to flight attendants in accordance with the following:

- A. The methodology for allocation of the \$15M Amount shall be determined by the Union and will be the sole responsibility of the Union.
- B. "Payment Date" is the date when the Company will pay the \$15M Amount to or on behalf of the Frontier flight attendants in accordance with Paragraph C of this Letter Agreement.
- C. For each payment of the \$15M Amount, a Payment Date will occur no later than thirty (30) days after the later of the following: 1) the effective date of this Letter Agreement, and 2) the date the Union provides written authorization of the MEC President to the Company, which will include a list of the flight attendants and the gross dollar amounts (of the \$15M Amount) to be paid to or on behalf of the flight attendants on the list.
- D. The Company's payment of the \$15M Amount on a Payment Date will be made separately from flight attendant's normal paychecks and will be subject to withholding of i) applicable taxes and other deductions as required by law, and ii) Union dues.
- E. Ratification Payments to an eligible flight attendant under this Letter of Agreement will not be considered as "compensation" under the Company's 401(k) Plan sponsored by Frontier in which the eligible flight attendant participates or is eligible to participate in accordance with the terms of that Plan and applicable law. There will not be a special election for the amount of employee contributions to the Company's 401(k) Plan to be taken from the Ratification Payments.
- F. The Company will provide all flight attendant data and information reasonably requested by the Union in connection with developing the Union's allocations or verifying necessary data relating to the allocations referenced in this Letter of Agreement, or with regard to developing any list of flight attendants referenced in Paragraph C above, when such information is not already reasonably available, or has not previously been provided, to the Union.
- G. The Union shall indemnify, defend and hold harmless the Company and its affiliates and their respective shareholders, members, partners, directors, managers, officers, employees, affiliates, agents and advisors from and against any damages, losses, deficiencies, obligations, penalties, judgments, settlements, claims, payments, fines, interest costs and expenses, including the costs and expenses of any and all actions and demands, assessments, judgments, settlements and compromises relating thereto and the costs and expenses or the enforcement of rights hereunder relating to or resulting from any claim made by any flight attendant or group of flight attendants to the extent relating to his, her or their allocation of the Ratification Payments made pursuant to this Letter Agreement.

IN WITNESS HEREOF, the parties have executed this Letter of Agreement this \_\_\_\_ day of \_\_\_\_ 2019.

This Letter of Agreement shall become effective on the effective date of the Collective Bargaining Agreement between the Company and the Union and will remain in full force and effect concurrent with the Collective Bargaining Agreement.

For FRONTIER AIRLINES, INC.

For THE ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

/s/ Jake Filene

Jake Filene  
Senior Vice President, Customers

/s/ Sara Nelson

Sara Nelson  
International President

/s/ Jacalyn Peter

Jacalyn Peter  
Vice President, Labor Relations

/s/ Jennifer Sala

Jennifer Sala  
MEC President

/s/ Beth DeProspero

Beth DeProspero  
Senior Staff Negotiator

**LETTER OF AGREEMENT NO. 2**  
**Between**  
**FRONTIER AIRLINES, INC.**  
**And**  
**THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between FRONTIER AIRLINES, INC. (hereafter referred to as the "Company") and THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the parties have agreed that flight attendants who are eligible to receive profit sharing pursuant to Article 24.B of the prior collective bargaining agreement will continue to be eligible to receive a pro rata share of profit sharing for the period commencing on January 1, 2019, and ending on the day prior to ratification of the collective bargaining agreement.

NOW THEREFORE, the parties agree as follows:

- A. Flight attendants who are eligible to receive profit sharing pursuant to Article 24.B of the prior collective bargaining agreement will continue to be eligible to receive a pro rata share of profit sharing for the period commencing on January 1, 2019, and ending on the day prior to ratification of the collective bargaining agreement.
- B. All provisions of Article 24.B remain in effect for the period commencing on January 1, 2019, and ending on the day prior to ratification of the collective bargaining agreement. A profit sharing payment, if any, will be made in accordance with Article 24.B.5

IN WITNESS HEREOF, the parties have executed this Letter of Agreement this \_\_\_\_ day of May 2019.

This Letter of Agreement shall become effective on the effective date of the Collective Bargaining Agreement between the Company and the Union and will remain in full force and effect concurrent with the Collective Bargaining Agreement.

For FRONTIER AIRLINES, INC.

/s/ Jake Filene

Jake Filene

Senior Vice President, Customers

FOR THE ASSOCIATION OF FLIGHT

ATTENDANTS-CWA

/s/ Sara Nelson

Sara Nelson

International President

/s/ Jacalyn Peter

Jacalyn Peter

Vice President, Labor Relations

/s/ Jennifer Sala

Jennifer Sala

MEC President

/s/ Beth DeProspero

Beth DeProspero

Senior Staff Negotiator

**Letter of Agreement No. 3**  
**between**  
**ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**  
**and**  
**FRONTIER AIRLINES, INC.**

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**Contract Implementation**

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This Letter of Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between FRONTIER AIRLINES, INC., (hereinafter the "Company") and the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter the "Union").

WHEREAS, the Company and the Union have reached a new Collective Bargaining Agreement (hereinafter referred to as the "CBA"), and

WHEREAS, parties wish to provide for the orderly implementation of the CBA.

THEREFORE, IT IS HEREBY AGREED THAT:

- A. Pending complete implementation of all of the provisions of the CBA as set forth in the schedule below, the status quo condition provided for in Section 6 of the Railway Labor Act, as amended, shall remain in effect with respect to the remaining comparable provisions of the prior CBA.
- B. All provisions of the CBA, together with all supplemental agreements, Letters of Agreement, and the like shall become effective as of May 15, 2019, except as specifically provided by the terms of the CBA or as provided below:

<b>Article</b>	<b>Provision Description</b>	<b>Effective Date</b>
3.B.	End Automated Bid System Fee (Flica charge)	5/20/2019
3.A.6	AVA counts towards premium pay	6/1/2019
3.K.4.&5	Payroll Overpayment/Underpayment	6/1/2019
3.J.5.	Loss of Full Calendar Day Pay	6/1/2019
3.L.9	Premium Add Folder	6/1/2019
9.B.1	Vacation daily credit values paid	June 2019 Bid Period
5.M.2.a-e.	1 phone call when FA is on AVA status except during DIO. May pull open time on any of the AVA days.	June 2019 Bid Period
5.L.3.b.	Better/Worse days in DOT	June 2019 Bid Period
5.L.2.b.	FA's may add/drop trips out of base	June 2019 Bid Period
5.L.2.f.	65 mins required block to block Domestic/80 mins international	June 2019 Bid Period
5.Q.6	Deadhead Deviations	June 2019 Bid Period
3.A.10	Avg. Min. Duty Period	7/1/2019

3.A.11	Trip Rig	7/1/2019
3.G	3 Additional Holidays in 2019	Designated by 7/1/2019
3.H.	100% Deadhead pay credit for line construction	July 2019 Bid Period
4.F.1.	12 day off bid months require notice to be provided in Bid packet	Pro-rated
4.A.2.	FA must remain on A/C if turn is < 50 mins	7/1/2019
4.B.2.	New Duty Time Limits (Non-CDO / Red Eye)	7/1/2019
4.B.2.	Duty time cap of 16 hrs (waivable by FA)	7/1/2019
4.B.2.	Company may not replace FA's if they reach 12 hrs of duty projected > 14 hrs	7/1/2019
4.C.2.b.	DIO rest provisions	7/1/2019
4.C.2.	Min scheduled domicile rest = 11 hours / Actual = 10 hours	7/1/2019
4.C.2.	Min scheduled outstation rest = 10 hours ( <i>not reducible</i> )	7/1/2019
4.C.8.i.&ii.	Training Rest	7/1/2019
4.D.1.a.ii.	Outstation report time = 50 mins prior to departure	7/1/2019
4.D.2.a.i.&ii.	Debrief time = 30 mins in all instances	7/1/2019
4.D.5.	Check In timeline = 15 mins	7/1/2019
4.E.1.&3.	Report to A/C live leg: 50 mins prior to dept. Report to A/C DHD: 30 mins prior to dept	7/1/2019
5.B.4.	Trip Construction Limitations	7/1/2019
5.E.&F.	PBS preferences (Golden / Movable Days)	TBD
5.G.3.&4.	PBS min/max hours	7/1/2019
5.L.2.m.	Blackout period for all FA's is now 1200 on 10th - 1200 on 18th	7/1/2019
		7/1/2019
5.G.	No credit Union Code during bid run	7/1/2019
6.D.2.&3.	2 hr timeline starts at call back time, not time Scheduling left message	7/1/2019

LOA No. 3

	Ready Reserve Limits	7/1/2019
6.G.1.	Release from duty parameters (If FA has accumulated 12 hrs of duty = release)	7/1/2019
6.B.	Reserve Shifts. FA's will now have 2 Shifts (0001-1300 & 1100-2400)	7/1/2019
6.C.1.	Aggressive timeline now Local Domicile Time, not MST	7/1/2019
6.C.6.	Aggressive must be published by 2100 base local time, otherwise all awards will be considered not notified. In LOA used to be 2200 MST	7/1/2019
6.E.8.	Regular RSV assignments will begin after 1600 base local time	7/1/2019
6.E.1-8.	Trip Assignment Process	7/1/2019
6.G.4.	RSV will be released from duty 2 hrs prior upon calling Scheduling	7/1/2019
6.H.3.d.	RSV who picks up trip on day off following RSV day will not be pay protected if removed for operational reasons	7/1/2019
6.H.3.e.	Trading RSV Shifts	7/1/2019
6.L.	Reserve Assignment Transparency.	Sabre / TBD
12. B. 6.	FA's returning from LOA mid-month will be placed on Reserve	7/1/2019
13.D	Base Swaps	July for September start new process
9.B.1	Vacation daily credit values in bid	November 2019 Bid Period
9.B.e	FA's with 20+ YOS receive 35 days of vacation per year	1/1/2020
25	Benefits	Open Enrollment for 2020
3.J.5	SIDA Badge Pay	1/1/2020
5.E.&F.	NavBlue PBS within 12 months of date of ratification	No later than May 2020

Article	Provision Description	Effective Date
3.B.	End Automated Bid System Fee (Flica charge)	5/20/2019
3.A.6	AVA counts towards premium pay	6/1/2019
3.K.4.&5	Payroll Overpayment/Underpayment	6/1/2019
3.J.5.	Loss of Full Calendar Day Pay	6/1/2019
3.L.9	Premium Add Folder	6/1/2019
9.B.1	Vacation daily credit values paid	June 2019 Bid Period
5.M.2.a-e.	1 phone call when FA is on AVA status except during DIO. May pull open time on any of the AVA days.	June 2019 Bid Period
5.L.3.b.	Better/Worse days in DOT	June 2019 Bid Period
5.L.2.b.	FA's may add/drop trips out of base	June 2019 Bid Period
5.L.2.f.	65 mins required block to block Domestic/80 mins international	June 2019 Bid Period
5.Q.6	Deadhead Deviations	June 2019 Bid Period
3.A.10	Avg. Min. Duty Period	7/1/2019
3.A.11	Trip Rig	7/1/2019
3.G	3 Additional Holidays in 2019	Designated by 7/1/2019
3.H.	100% Deadhead pay credit for line construction	July 2019 Bid Period
4.F.1.	12 day off bid months require notice to be provided in Bid packet	Pro-rated
4.A.2.	FA must remain on A/C if turn is < 50 mins	7/1/2019
4.B.2.	New Duty Time Limits (Non-CDO / Red Eye)	7/1/2019
4.B.2.	Duty time cap of 16 hrs (waivable by FA)	7/1/2019
4.B.2.	Company may not replace FA's if they reach 12 hrs of duty projected > 14 hrs	7/1/2019
4.C.2.b.	DIO rest provisions	7/1/2019
4.C.2.	Min scheduled domicile rest = 11 hours / Actual = 10 hours	7/1/2019
4.C.2.	Min scheduled outstation rest = 10 hours ( <i>not reducible</i> )	7/1/2019
4.C.8.i.&ii.	Training Rest	7/1/2019
4.D.1.a.ii.	Outstation report time = 50 mins prior to departure	7/1/2019

LOA No. 3

4.D.2.a.i.&ii.	Debrief time = 30 mins in all instances	7/1/2019
4.D.5.	Check In timeline = 15 mins	7/1/2019
4.E.1.&3.	Report to A/C live leg: 50 mins prior to dept. Report to A/C DHD: 30 mins prior to dept	7/1/2019
5.B.4.	Trip Construction Limitations	7/1/2019
5.E.&F.	PBS preferences (Golden / Movable Days)	TBD
5.G.3.&4.	PBS min/max hours	7/1/2019
5.L.2.m.	Blackout period for all FA's is now 1200 on 10th - 1200 on 18th	7/1/2019
		7/1/2019
5.G.	No credit Union Code during bid run	7/1/2019
6.D.2.&3.	2 hr timeline starts at call back time, not time Scheduling left message	7/1/2019
	Ready Reserve Limits	7/1/2019
6.G.1.	Release from duty parameters (If FA has accumulated 12 hrs of duty = release)	7/1/2019
6.B.	Reserve Shifts. FA's will now have 2 Shifts (0001-1300 & 1100-2400)	7/1/2019
6.C.1.	Aggressive timeline now Local Domicile Time, not MST	7/1/2019
6.C.6.	Aggressive must be published by 2100 base local time, otherwise all awards will be considered not notified. In LOA used to be 2200 MST	7/1/2019
6.E.8.	Regular RSV assignments will begin after 1600 base local time	7/1/2019
6.E.1-8.	Trip Assignment Process	7/1/2019
6.G.4.	RSV will be released from duty 2 hrs prior upon calling Scheduling	7/1/2019
6.H.3.d.	RSV who picks up trip on day off following RSV day will not be pay protected if removed for operational reasons	7/1/2019
6.H.3.e.	Trading RSV Shifts	7/1/2019
6.L.	Reserve Assignment Transparency.	Sabre / TBD
12. B. 6.	FA's returning from LOA mid-month will be placed on Reserve	7/1/2019

13.D	Base Swaps	July for September start new process
9.B.1	Vacation daily credit values in bid	November 2019 Bid Period
9.B.e	FA's with 20+ YOS receive 35 days of vacation per year	1/1/2020
25	Benefits	Open Enrollment for 2020
3.J.5	SIDA Badge Pay	1/1/2020
5.E.&F.	NavBlue PBS within 12 months of date of ratification	No later than May 2020

C. The Company and the Association will create a Contract Implementation Committee with two (2) Company and two (2) Union members. For the first nine months after DOS, this committee will review CBA interpretation issues that arise and will make every reasonable effort to resolve those issues without the need to invoke the formal grievance process. Any mutually agreed resolutions of CBA interpretation issues will be codified in an MOU or LOA as appropriate.

This Letter of Agreement shall become effective on May 15, 2019 and will remain in full force and effect concurrent with the CBA.

IN WITNESS WHEREOF, the parties have signed this \_\_\_\_\_ day of June 2019

FRONTIER AIRLINES, INC.

ASSOCIATION OF FLIGHT  
ATTENDANTS, AFL-CIO

Jacalyn W. Peter

Jacalyn W. Peter  
Vice President Labor Relations

Sara Nelson  
International President

Beth DeProspero  
Senior Staff Negotiator

Jen Sala  
Jen Sala  
MEC President

**LETTER OF AGREEMENT NO. 4**  
**Between**  
**FRONTIER AIRLINES, INC.**  
**And**  
**THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

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**New Base Openings**

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This Letter of Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between FRONTIER AIRLINES, INC., (hereinafter the "Company") and the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter the "Union"). The parties agree to modify the Collective Bargaining Agreement.

Add section 13.E. "New Base Openings" in the Article 13 "Vacancies":

1. The Company will determine locations that will be designated as Flight Attendant Bases and the date upon which the Base will open. All Base opening will occur on the first day of a bid period.
2. All new Base openings will be announced such that Flight Attendants will be given an opportunity to bid for and be awarded vacancies in the new Base in accordance with this Article 13.
3. Vacancies in a new Base that remain unfulfilled after the vacancy award may be assigned to new hire Flight Attendants.
4. No lines will be constructed in the new Base for any Bid Period prior to the Base opening.
5. A new hire Flight Attendant who is assigned to the new Base who completes training prior to the date of the Base opening may be assigned to a Reserve schedule in that location.
6. Any new hire Flight Attendant assigned a Reserve schedule in a location before the date of the Base opening will be considered on a temporary duty assignment (TDY) in that location until the date of the Base opening. During this TDY assignment, the Flight Attendant will receive per diem and Company provided lodging.

IN WITNESS HEREOF, the parties have executed this Letter of Agreement this \_\_\_\_ day of June 2019.

This Letter of Agreement shall become effective on the effective date of the Collective Bargaining Agreement between the Company and the Union and will remain in full force and effect concurrent with the Collective Bargaining Agreement.

For FRONTIER AIRLINES, INC.

/s/ Jacalyn Peter  
Jacalyn Peter  
Vice President, Labor Relations

FOR THE ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA

/s/ Sara Nelson  
Sara Nelson  
International President

/s/ Jennifer Sala  
Jennifer Sala  
MEC President

/s/ Beth DeProspero  
Beth DeProspero  
Senior Staff Negotiator

**LETTER OF AGREEMENT NO. 5**  
**Between**  
**FRONTIER AIRLINES, INC.**  
**And**  
**THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between FRONTIER AIRLINES, INC. (hereafter referred to as the "Company") and ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the parties wish to further clarify and illustrate certain provisions of the recently implemented Flight Attendant's Agreement, and

WHEREAS, the parties also wish to correct certain typographical errors.

THEREFORE, the parties agree as follows:

***Article 2.RR shall be modified to read as follows:***

Effective September 1, 2019, the period of time commencing on the Flight Attendant's date of hire as a Frontier employee (graduation date) and continuing while the Flight Attendant is Active, except where specifically stated otherwise in this Agreement. Flight Attendants hired prior to September 1, 2019 will maintain their Longevity as reflected in Appendix A, unless otherwise specified in this Agreement.

***Article 2.NNN shall be modified to read as follows:***

Seniority/Seniority Date: The length of service with the Company as a Flight Attendant beginning with the Flight Attendant's date of hire as a Flight Attendant.

***Article 3.D.3 shall be added to read as follows:***

Flight Attendants on paid time off or approved leave may not pickup trips during these absences except for awarded vacation.

***Article 3.G.4 shall be added to read as follows:***

A Flight Attendant on AVA on a holiday who is not assigned flying will receive time and a half pay for AVA if she/he has 82 credit hours or more in the month. However, she/he will not receive additional holiday pay.

***Article 6.G.5 shall be modified to read as follows:***

Notwithstanding 1. above, a Reserve Flight Attendant will be Released to twelve (12) hours free from duty when inbound from a Red-eye flight into her/his home Base. The Reserve Flight Attendant should remind Crew Scheduling that she/he completed a Red-eye flight when she/he calls to be Released from duty so that the appropriate Rest time can be reflected in Crew Trac (or replacement software). When in her/his home Base, a Reserve Flight Attendant will not be assigned to a flight or Ready Reserve following a Red-eye flight unless it is part of the original Trip assignment.

***Article 5.L.2.b shall be modified to read as follows:***

Flight Attendants may Add/Drop/Swap Trips and Drop/Swap AVA days in Base/out of Base in Open Time and Trade Trips on the Trade Board in Base/out of Base. However, the following limitations apply to out of Base transactions:

- i. A Flight Attendant will not be allowed to Swap a Trip on her/his schedule with a Trip that originates in another Base.
- ii. A Flight Attendant may not Swap into or out of a Trip that originates outside of her/his own Base.
- iii. A Trip must be in Open Time in the Base in which it originates for more than 24 hours before it can be added by a Flight Attendant from a different Base.
- iv. Splits through the Trade Board or Open Time may only be requested for Trips in the Base of the Trips origin.
- v. A Flight Attendant may not use the Commuter Clause for Trips picked up out of Base.

**Example:**

- (i) Flight attendant Erica based in LAS picked up an MCO 2-day Trip. The following day a similar ORD 2-day Trip with a better end time opens up in Open Time and she wants to Swap Trips. This would not be allowed. She will either need to drop the Trip into MCO Open Time or Trade with another Flight Attendant in order to pick up the similar ORD Trip.
- (ii) Flight attendant Erica based in LAS picked up an MCO 2-day Trip. The following day a similar MCO 2-day Trip with a better end time opens up in Open Time and she wants to Swap Trips. This would not be allowed as Erica is based in LAS and the Trip she picked originates outside of her Base. She will either need to drop the Trip into MCO Open Time or Trade with another Flight Attendant in order to pick up the similar MCO Trip.

***Article 10.C shall be modified to read as follows:***

1. Transfers to position(s) within the Inflight Department
  - a. A Flight Attendant who has transferred to a position within the Inflight Department, outside the coverage of this Agreement, will retain and accrue Seniority for a period of two (2) years from the effective date of the transfer.
  - b. The Flight Attendant will have her/his name removed from the Seniority List.
  - c. If the individual returns to a position covered under this Agreement prior to the two (2) year expiration date, the Flight Attendant will have her/his name restored to the Seniority List as if she/he had not transferred.
  - d. After a two (2) year period, the Flight Attendant occupying such position will retain but not accrue Seniority.
  - e. If the individual returns to a position covered under this Agreement after the two (2) year date, the Flight Attendant will have her/his name restored to the Seniority List adjusted down by the number of days over the two (2) year limit.

Example: A Flight Attendant has original Seniority of June 30, 2005. She transfers to an Inflight management position for two (2) years and 30 days and then returns to the line. Her Seniority would be adjusted down 30 days to July 30, 2005.

- f. After transferring back to a Flight Attendant position from a position within the Inflight Department, a Flight Attendant must remain a Flight Attendant for a period of six (6) months before transferring to another position within the Company, subject to paragraph g. below.
- g. If the Flight Attendant transfers to another position within the Company prior to the end of the six (6) month period her/his name will be removed from the Seniority List.
- h. Any Flight Attendant who is on the Seniority List and currently serving in an Inflight management/Inflight training position as of September 1, 2019 shall not have her/his name removed from the Seniority List during the period of time they are holding a position within the Inflight position, until they transfer back to a Flight Attendant position. Her/his name will remain on the Seniority List with the notation of the date the individual

transferred to the Inflight Department and will be adjusted as required upon her/his return. Any future transfers are subject to the provisions above.

2. Transfers to position(s) outside the Inflight Department

- a. A Flight Attendant who has transferred to any position outside of the Inflight Department will retain (but not accrue) Seniority and Longevity for one (1) year from the effective date of the transfer.
- b. The Flight Attendant will have his/her name removed from the Seniority List as of the transfer date.
- c. If the individual returns to a position covered under this Agreement prior to the one (1) year expiration date, the Flight Attendant will have his/her name restored to the Seniority List adjusted down by the number of days he/she was in the position outside of the Inflight Department.
- d. If the individual does not return to a position covered under this Agreement prior to the one (1) year expiration date, his/her name will not be restored to the Seniority list.
- e. After transferring back to a position covered by this Agreement from a position outside the Inflight Department, a Flight Attendant must remain a Flight Attendant for a period of six (6) months before transferring to another position within the Company, subject to paragraph f. below.
- f. If the Flight Attendant transfers to another position within the Company prior to the end of the six (6) month period, his/her name will be removed from the Seniority List.
- g. Any Flight Attendant who is on the Seniority list and has a position outside the Inflight Department as of September 1, 2019, shall not have his/her name removed from the Seniority List during the one (1) year period he/she is performing a position outside the Inflight Department. His/her name will remain on the Seniority list during that one (1) year period with the notation of the date the individual transferred to a position outside the Inflight Department. Her/his name will remain on the Seniority List with the notation of the date the individual transferred outside the Inflight Department and will be adjusted as required upon her/his return. Any future transfers are subject to the provisions above.

3. Transfers to Union position(s)

A Flight Attendant who is elected to or accepts a full-time position with the Union will retain and accrue seniority and Longevity while working for the Union.

4. Flight Attendant transfers due to injury/illness

If a Flight Attendant is permitted by the Company to transfer to a position outside of the Flight Attendant craft or class on account of physical incapacity, illness, or injury, he/she will retain and accrue seniority for a period not to exceed 2 years of "continuous" service in such position after which the Flight Attendant will be removed from the seniority list. A period of service will be deemed "continuous" service until it is broken by a transfer back to the position of Flight Attendant.

Paragraph E (Seniority Rights Forfeited) also applies to employees covered under this Paragraph C. for purposes of removal from the seniority list.

***Article 25. B shall be modified to read as follows:***

A Flight Attendant shall be eligible for voluntary Short-Term Disability (STD) at her/his cost, unless state or local law provides otherwise. A Flight Attendant's STD benefit shall be based on the greater of 75 hours per month or 50% of the average of his/her last twelve (12) month's base pay (credit hours) prior to the leave, up to a maximum of \$510.00 per week unless otherwise provided for in Frontier's STD Plan. It shall begin after he/she has been on

leave for seven (7) days and shall cease when he/she returns to work or becomes eligible for Long Term Disability in accordance with Frontier's STD Plan. The STD benefit duration is for up to 26 weeks. A Flight Attendant receiving short-term disability benefits may elect to use sick or vacation time.

This Letter of Agreement shall become effective on August 22, 2019 and shall remain in full force and effect concurrent with the Collective Bargaining Agreement.

For FRONTIER AIRLINES, INC.

/s/ Jacalyn Peter  
Jacalyn Peter  
Vice President, Labor Relations

FOR THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA

/s/ Sara Nelson  
Sara Nelson  
International President

/s/ Jennifer Sala  
Jennifer Sala  
MEC President



Frontier Airlines, Inc.  
4545 Airport Way  
Denver, Colorado 80239

March , 2019

Jen Sala  
MEC President  
Association of Flight Attendants-CWA, AFL-CIO  
6250 N. River Road  
Suite 4020  
Rosemont, IL 60018

**Re: Voluntary Self Disclosure**

Dear Ms. Sala:

This letter is written to confirm that after ratification of a new Flight Attendant collective bargaining agreement, Frontier Airlines, Inc. (the "Company") will meet with the Association of Flight Attendants-CWA, AFL-CIO (the "Union"), at a mutually agreeable date and time, to discuss the Company's current practice of treating a Family and Medical Leave of Absence certification that discloses a drug or alcohol abuse/addiction issue as a voluntary self-disclosure under the Company's Drug & Alcohol Free Workplace policies.

Please let me know if you have any questions.

Sincerely,

Jacalyn Peter  
Vice President, Labor Relations



Frontier Airlines, Inc.  
4545 Airport Way  
Denver, Colorado 80239

March 20, 2019

Jen Sala  
MEC President  
Association of Flight Attendants-CWA, AFL-CIO  
6250 N. River Road  
Suite 4020  
Rosemont, IL 60018

**Re: Flight Attendant Preferential Bidding System**

Dear Ms. Sala,

This letter serves to confirm the agreement related to Flight Attendant preferential bidding at Frontier Airlines that we reached during recent contract negotiations. Specifically, we have agreed to the following:

We will implement the Navblue preferential bidding system (PBS) for Frontier Flight Attendants within 12 months of the date of ratification of our new collective bargaining agreement unless the Company and the AFA mutually agree to postpone the implementation.

Any elements of our collective bargaining agreement that conflict with the functionality of Navblue PBS will be modified via a letter of agreement between the parties.

FRONTIER AIRLINES

ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

Jacalyn Peter  
VP, Labor Relations

Jennifer Sala  
MEC President

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