

ARTICLE 1
RECOGNITION, SCOPE AND JOB SECURITY

A. RECOGNITION

1. In accordance with the National Mediation Board's certification of March 8, 1996 (NMB Case No. R-6412), the Company hereby recognizes the International Brotherhood of Teamsters (the "Union") as the duly designated, exclusive, authorized Representative of the Flight Attendants who are employed by the Company for the purpose of the Railway Labor Act, as amended.
2. The Company and the Union hereby adopt this Collective Bargaining Agreement, including all Letters of Agreement between the Company and the Union. All such Agreements are collectively referred to as the "Agreement".

B. PROTECTION OF RIGHTS

Nothing in this Agreement shall be construed to limit or deny any Flight Attendant the Company, or the Union thereunder of any rights or privileges to which he, she, or it may be entitled under the Railway Labor Act, as amended.

C. SCOPE

1. Except as provided in subsections 2. and 3., below, all present and future flying performed by or for the Company shall be performed by Flight Attendants on the Sun Country Airlines Flight Attendant System Seniority List in accordance with the terms and conditions of this Agreement.
2. The Company may subcontract (e.g. sub-service) flying which, at the time the Company contracted to perform that flying, the Company intended to use its own aircraft and Flight Attendants on the Sun Country Airlines Flight Attendant System Seniority List to perform the flying operations but for reasons beyond the Company's control (e.g., unforeseen maintenance, delayed aircraft delivery, lack of available transportation to position Flight Attendants to perform the flying) those aircraft or Flight Attendants became unavailable. The Company is considered to have intended to use Flight Attendants on the Sun Country Airlines Flight Attendant System Seniority List when such Flight Attendants have been assigned or scheduled to perform such flying, and then become unavailable. Failure to establish adequate staffing levels in accordance with Article 5 (Filling of Vacancies) of this Agreement is not considered to be a reason beyond the Company's control. The subcontracted flying may not be performed with aircraft on the Company's operating certificate or under its operational control.
3. The parties recognize that it is in their mutual self-interest for the Company to aggressively market its product and services. The Company is not restricted in its ability to determine its marketing methods and strategies, nor is the Company restricted from entering into code sharing, affiliation (with non-airline entities), block- space, or marketing agreements with other entities; provided, however, the Company will not enter into any such arrangement that results in a diminishment of flying opportunities for Flight Attendants on the Sun Country Airlines Flight Attendant System Seniority List.
4. Except in accordance with Paragraph D.2., below, the Company shall not have Airline Affiliates.

D. SUCCESSORSHIP

1. The provisions of this Agreement shall be binding upon any successor of the Company resulting from any transaction that involves the transfer (in a single transaction or in a multi-

step transaction) to such Successor of ownership and/or Control of all or substantially all of the equity securities or all or substantially all of the assets of the Company (hereinafter "Successorship Transaction"). Such Successor and/or its affiliate shall employ the Flight Attendants on the Sun Country Airlines Flight Attendant System Seniority List in accordance with the provisions of this Agreement. For the purposes of this subsection D., "all or substantially all of the assets" shall mean eighty-five percent (85%) or more of the Company's aircraft.

2. Successorship Transaction/Airline Merger

a. In the event of a Successorship Transaction involving another airline or its affiliate, a merger, if any, of the Flight Attendant groups shall be accomplished in accordance with the following:

- (1) The integration of seniority lists of the respective Flight Attendant groups shall be governed by the Union Merger Policy if both pre-transaction Flight Attendant groups are represented by the Union. If the other pre-transaction Flight Attendant group is not represented by the Union, then Sections 2.(a), 3, and 13 of the Labor Protective Provisions (LPPs) specified by the Civil Aviation Board (CAB) in the Allegheny-Mohawk merger shall apply except that such integration shall not require a "system flush". The Successor may participate in the proceeding leading to the integrated seniority list; and
- (2) The respective Flight Attendant Collective Bargaining Agreements shall be merged into one (1) Agreement as the result of negotiations among the Flight Attendant groups and the Company; and
- (3) The aircraft (including all orders and options to purchase aircraft) of each pre-merger airline shall remain separated until such time as both the Flight Attendant seniority lists and the Flight Attendant Collective Bargaining Agreements are combined in accordance with Paragraphs a.(1) and (2) above.

b. The Company or an affiliate shall not assign or otherwise enter into any agreement or other legally binding commitment involving a Successorship Transaction unless it is agreed in writing as a material and irrevocable condition of entering into and concluding and implementing such transaction, that this Agreement and recognition of the Union is assumed by the Successor and that the Flight Attendants on the Sun Country Airlines Flight Attendant System Seniority list will be employed by the Successor in accordance with the provisions of this Agreement until such time as the terms of this Agreement are changed in accordance with the Railway Labor Act.

c. Acquisition of Airline Assets

In the event the Company or an affiliate of the Company acquires Control of another airline (the "Seller"):

- (1) Any transferring Flight Attendants from the Seller shall be integrated into the Sun Country Airlines Flight Attendant System Seniority List pursuant to Union Merger Policy if the Seller's Flight Attendants are represented by the Union and otherwise pursuant to Sections 3 and 13 of the Allegheny-Mohawk LPPs. Any integration result shall not require a "system flush".
- (2) To the extent permitted by law, following the integration in c.(1), above, the Flight Attendants on the Sun Country Airlines Flight Attendant System Seniority List shall

be represented by the International Brotherhood of Teamsters (IBT) and governed by the terms and conditions of this Agreement.

- (3) The aircraft of each airline (including all orders and options to purchase aircraft) shall remain separated until such time as both the Flight Attendants seniority lists are combined in accordance with (1) above, and negotiations of only those provisions of the Agreement (or the surviving Agreement, if applicable), if any, as may be necessary to cover the acquired carrier's flying under this Agreement are concluded.

E. The Company agrees that any grievance filed by the Union alleging a violation of Article 1 shall bypass the initial steps of the grievance process and shall be submitted, heard, and resolved through binding arbitration on an expedited basis directly before the three-member System Board of Adjustment sitting with a neutral arbitrator. The dispute shall be heard no later than fifteen (15) days following the submission to the System Board and decided no later than thirty (30) days after submission, unless the parties agree otherwise in writing.

F. DEFINITIONS

1. "Airline Affiliate" means any Part 121 Air Carrier that is owned and/or controlled by:
 - a. a person or entity that Controls the Company or that the Company Controls; or
 - b. any other corporate subsidiary, parent, holding company or division of the Company.
2. "Control". Person or entity A shall be deemed to control a person or entity B, if person or entity A, whether directly or indirectly has the power, right, or authority to manage or direct the management of entity B's operations.
3. "Flying" includes, without limitations, all revenue and non-revenue flying and all scheduled and non-scheduled flying:
 - a. on the Company's aircraft (whether leased or owned), or
 - b. under the Company's operational control, including but not limited to, wet leases and contracting for other carriers or entities (government, military (MAC or CRAF) or commercial), sub-service and charter flights, or
 - c. subcontracted either to or for any other carrier or entity, or
 - d. Flight Attendant revenue flying in the Company's operation whenever Sun Country seniority list pilots perform as cockpit crewmembers.
4. "Successor" means assignee, transferee, administrator, executor, trustee, and/or any surviving entity in Control of the Company, regardless of the nature of the transfer of Control, including but not limited to purchase, sale, merger, consolidation, acquisition, transfer of all or substantially all of the assets as defined in D.1., above or reorganization.
5. "System Flush" means allowing a newly combined Flight Attendant group to bid for positions in Flight Attendant bases, system wide, following a seniority integration. Nothing in this Agreement provides for a system flush.

ARTICLE 2 DEFINITIONS

As used in this Agreement, the term:

1. “*Active Service, Active Status or Active Flight Attendant*” means a Flight Attendant who is on payroll or as specifically described in this Agreement.
2. “*Actual Time*” means the length of time that actually elapsed as opposed to scheduled time, for a variety of purposes as described within this Agreement, (i.e., actual length of a training day).
3. “*Ad Hoc*” means additional flying that becomes available on short notice or for a limited duration.
4. “*Augmented Crew*” means a Flight Attendant crew to which an additional Flight Attendant(s) is assigned to comply with F.A.A. duty day requirements.
5. “*Award*” means the result of monthly bidding, annual vacation bidding, the result of a schedule adjustment request (trip trade, trip drop, etc.), the result of a vacation open board request, or the result of a base transfer request.
6. “*Base or Domicile*” means a location designated by the Company where a Flight Attendant has been assigned to begin and terminate his/her trips.
7. “*Bid Month*” means the period beginning at 0001 on the first (1st) day of the flying month and ending at 2400 on the last day of the ensuing flying month (see definition of “Month”).
8. “*Block to Block, Flight, Flight Leg or Flight Time*” means that period of time beginning when an aircraft first moves from the ramp blocks for the purpose of flight and ending when the aircraft next comes to a stop at the ramp blocks at the same or any station or other point of termination.
9. “*Calendar Day*” means a twenty-four (24) hour period commencing at 0001 and ending at 2400 local time.
10. “*Cancellation*” means that a flight, a flight leg, a trip/routing, or an assigned Flight Attendant position does not operate or is sub serviced.
11. “*Company Date of Hire*” means the earlier of a Flight Attendant’s date of hire as a Flight Attendant or the first day of employment with Sun Country Airlines, Inc.
12. “*Credit Time*” means all the time credited to a Flight Attendant for scheduling, hours of service, vacation, training, sick leave, other forms of leave of absence, special project credit, etc.
13. “*Crew Complement*” means the number of Flight Attendants who will work any given Flight Leg or Flight.
14. “*Date of Hire (D.O.H.)*” means the last date of classroom training for a Flight Attendant who successfully completes Initial Flight Attendant Training.
15. “*Day Off*” means a day free from all Flight Attendant duties or other company-directed duties. A

day of rest commencing at 0001, local base time.

16. *“Deadhead”* means to be positioned to or from flying.
17. *“Domestic Base”* means any Flight Attendant base station within the contiguous forty- eight (48) United States of America.
18. *“Domestic Flying”* means all flying, ferrying, or deadheading within the contiguous forty eight (48) United States of America.
19. *“Duty Hours, Duty Time, Duty Period, On Duty, or On Duty Period”* means all of the elapsed time between required report time and actual release time, either at his/her layover or base station.
20. *“Ferry or Positioning”* means flying an aircraft for the purpose of relocating the aircraft from one location to another without revenue passengers on board.
21. *“Flight Attendant”* means an employee who is responsible for the performing or assisting in the performance of all en route cabin service and shall include the responsibility for the welfare, comfort, assistance to, and safety of the passengers as prescribed by Company’s regulations and standards not in violation of any of the terms of this Agreement.
22. *“Flight Time”* (see Block to Block).
23. *“GDO”* means a Guaranteed Day Off on a reserve Line of Flying.
24. *“Hard Fly”* means block to block time excluding deadhead flights.
25. *“High Time”* means additional flying which shall project a Flight Attendant’s total credited hours for a given month over the monthly maximum of ninety-nine credited hours (99:00).
26. *“International Base”* means any station where Flight Attendants are based outside the forty-eight (48) contiguous United States of America.
27. *“International Flying”* means all flying, ferrying, and deadheading outside the contiguous forty-eight (48) United States of America. For the purpose of departing from, or arriving in the contiguous forty-eight (48) United States, International Flying begins when a Flight Attendant reports for the duty prior to departure from the contiguous forty- eight (48) United States and ends when a Flight Attendant is released from duty following arrival in the contiguous forty-eight (48) United States. This designation is to be used as described in this Agreement, including pay and credit purposes.
28. *“Irregular Operations, Delay or Operational Delay”* means the delay of a Flight Attendant’s flight due to the operational conditions and requirements that are beyond the control of the Company such as adverse weather, aircraft equipment malfunctions, and air traffic control.
29. *“Junior Assignment or Drafting”* means the process of filling positions in reverse seniority order during Critical Coverage.
30. *“Known Flying”* means all Flight Legs, Flights, or Trips known to the Company at the time a monthly Bid Package or Open Time is loaded into an automated system for access by Company personnel including Flight Attendants.

31. *“Layover”* means that period commencing when a Flight Attendant is Released from Duty at a Down Line station, and ending upon Report for the next Duty Period.
32. *“Lead Flight Attendant”* means a Flight Attendant who has received the Lead Flight Attendant position as a result of the bidding process, and in addition to the performance of his/her Flight Attendant duties, shall lead, direct, and be in charge of the activities of the Flight Attendant crew. The Lead Flight Attendant is responsible for the coordination of the in-flight service and the preparation and handling of Company required paperwork that is directly related to the Flight Attendant crew, in addition to regular Flight Attendant duties.
33. *“Line or Line of Flying”* means a regular Flight Attendant’s schedule of trips, days off, and/or planned absences for the bid month, or a reserve Flight Attendant’s schedule of days on call, days off, and/or planned absences for the month.
34. *“Long Day”* means a Duty Period that is scheduled or in actual operation exceeds nine (9) hours Hard Fly, or exceeds fourteen (14) hours of scheduled Duty Time. For purposes of Article 7.E.3. only, Long Day shall also include a Duty Period that exceeds fourteen (14) hours of Duty Time in actual operation.
35. *“Longevity”* means for the purpose of the calculation of time earned in terms of Flight Attendant years of service, that period of time commencing upon the Flight Attendant date of hire and continuing while in the service of the Company excluding such periods as provided in this Agreement. Such Longevity calculation is used for pay and benefit accruals.
36. *“Low Flying”* is a bid that is a minimum of forty (40) credit hours and a maximum of sixty (60) credit hours.
37. *“Minimum Average Duty Period Credit”* is an average of four hours (4:00) per duty period for the entire trip for multi-day trips, which credit shall be effective the earlier of one (1) year after DOS or the implementation of PBS. The following are examples of the application of the “Minimum Average Duty Period Credit:”

Examples where Minimum Average Duty Period Credit will pay:

Flight	DEP	ARR	STD	STA	Dep			Block Hrs	Duty		Credit Hrs
					Date	DH	Tail #		Beg	End	
1651	MSP	DFW	1830	2056	Sat28Sep		N814SY	02:26	17:30	21:11	02:26
- Airport->Hotel: pickup at 21:11 with Hotel Shuttle Bus											
Duty Totals								02:26	03:41		
11:34	Rest										
- Hotel->Airport: pickup at 08:25 with Hotel Shuttle Bus											
502	DFW	MSP	0945	1211	Sun29Sep		N840SY	02:26	08:45	12:26	02:26
Duty Totals								02:26	03:41		
Pairing Totals								00:00	04:52		07:22
Credits			04:52B		Next Possible Duty		Mon30Sep at 00:26				

Note: Trip in the above example has two (2) duty periods and will pay 8:00 credit hours of Minimum Average Duty Period Credit because the Minimum Average Duty Period Credit is greater than Block of 4:52 credit hours for the trip.

PAIRING	OPER PERIOD	M	T	W	T	F	S	S
M8684	14Oct	X
Day	FLT	AC	DEPARTS	ARRIVES	Credit	BLK	DUTY	LAY
1	8651	738	MSP 15:50	SPI 17:11		1:21		
			TBA -			1:21	2:21	11:19
2	8651	738	SPI 05:45	DCA 08:35		1:50		
			TBA -			1:50	3:05	10:00
2	8652	738	DCA 19:50	SPI 21:00		2:10		
2	8652	738	SPI 21:50	MSP 23:13		1:23		
			-			3:33	5:38	

CR 7:43 BLK. 6:44 LDGS: 4 TAFB 32:23 Credit 0:00 Perdiem 92.94

Note: Trip in the above example has three (3) duty periods and will pay 12:00 credit hours of Minimum Average Duty Period Credit because the Minimum Average Duty Period Credit is greater than Block of 6:44 credit hours and Trip Rig of 7:43 credits hours for the trip.

Examples where Minimum Average Duty Period Credit will not pay:

Flight	DEP	ARR	STD	STA	Dep Date	DH	Block Hrs	Duty Beg	Duty End	Credit Hrs	
8992	MSP	NIP	1730	2120	Thu12Dec (F)		02:50	16:45	21:35	02:50	
Duty Totals								02:50	03:50		
10:40	Rest										
8990	NIP	NBW	0915	1140	Fri13Dec		02:25	08:15		02:25	
8991	NBW	JAX	1340	1615			02:35			02:35	
8993	JAX	MSP	1715	1927	(F)		03:12	19:42	03:12		
Duty Totals								08:12	12:27		
Pairing Totals								00:00	11:02	16:17	
Credits			11:02B			Next Possible Duty			Sat14Dec at 07:42		

Note: Trip in the above example has two (2) duty periods but will not pay Minimum Average Duty Period Credit because the Minimum Average Duty Period Credit of 8:00 credit hours is less than the Block of 11:02 credit hours for the trip.

Flight	DEP	ARR	STD	STA	Dep Date	DH	Tail #	Block Hrs	Duty Beg	Duty End	Credit Hrs
213	MSP	TPA	0727	1143	Tue25Feb		N828SY	03:16	06:27		03:16
214	TPA	MSP	1242	1518			N828SY	03:36			03:36
387	MSP	RSW	1614	2038			N845SY	03:24	20:53	03:24	
-	Airport->Hotel: pickup at 20:53 with Hotel Shuttle Bus										
Duty Totals								10:16	(L)	13:26	
17:32	Rest										
-	Hotel->Airport: pickup at 14:15 with Hotel Shuttle Bus										
384	RSW	MSP	1525	1816	Wed26Feb		N834SY	03:51	14:25	18:31	03:51
Duty Totals								03:51		05:06	
Pairing Totals								00:00	14:07	18:32	
Credits			14:07B			Required Rest			12:00 hours		

Note: Trip in the above example has two (2) duty periods but will not pay Minimum Average Duty Period Credit because the Minimum Average Duty Period Credit of 8:00 credit hours is less than the Block of 14:07 credit hours for the trip.

“Minimum Rest” (whether Scheduled or Actual) means a continuous period of time free from all restraint,

duty, or training, and free of all responsibility to be on call, or to Report for work or duty should the occasion arise.

38. *“Month”* means the Calendar Month with the following exception: January includes the period January 1 to January 30, February includes the period January 31 to March 1. March includes the period March 2 to March 31.
39. *“On Call Period”* means one or more consecutive on call days for Flight Attendants on reserve days.
40. *“Open Time”* means all trips not included in the construction of lines, all trips removed or dropped from a Flight Attendant’s line for any reason and all trips which are not assigned.
41. *“Overlap Trip”* means a trip for which you report for duty in one month and are released in the next month or a trip for which you report for duty in the first half of a relief line and are released in the next half of a relief line.
42. *“Pay for Fly”* means a Flight Attendant shall be paid only for all hours flown and credited in the Bid Month.
43. *“Phantom Bid”* means that a determination will be made as to which line a Flight Attendant would have held for the month at his/her seniority. Such Flight Attendant shall be held out of the bid process so that they may participate in a Special Project, Union Leave or Union Business position without taking trips away from active Flight Attendants.
44. *“Positive Contact”* means verbal contact on a recorded line or in person.
45. *“Projection”* means the actual line value at the time it was awarded in the Bid Award process, as posted in the Master Schedule, and as adjusted thereafter throughout the month.
46. *“Published Hours”* means hours as published in the bid package.
47. *“Regular Flight Attendant”* means a Flight Attendant who has been awarded a Line of Flying or a relief line.
48. *“Removal”* means a Flight Attendant has been taken off of a trip before or after Report for such trip.
49. *“Rescheduled”* means a trip or a Line of Flying that has been changed by the Company since it was originally awarded, as described in Article 12, Scheduling.
50. *“Reserve Day”* means a Scheduling Day on call starting at 0001 and ending at 2400. The value of a Reserve Day shall be three and hours and thirty-seven minutes (3:37).
51. *“Reserve Flight Attendant”* means a Flight Attendant who has been awarded a Line of Flying consisting of on-call days and days off.
52. *“Rest or Rest Period”* means a continuous period of time scheduled free from all restraint or duty.

53. *“Retired Flight Attendant”* For the purposes of Pass Travel, means a Flight Attendant who has completed at least ten (10) years of service and his/her completed years of service plus age equals at least sixty-five (65).
54. *“Scheduled”* means the planned amount of time for a variety of purposes as described within this Agreement, including Flight Time, a training day, etc.
55. *“Scheduling Day”* means a twenty-four (24) hour period commencing at 0001 and ending at 2400 local time.
56. *“SDO”* means a Scheduled Day Off on a reserve Line of Flying.
57. *“Seniority”* means the length of time established, accrued, and retained as a Flight Attendant in accordance with this Agreement.
58. *“Sub Service”* the leasing of an aircraft and crew by one airline from another when the first airline is unable to operate its own specific flight with its own equipment. This is a flight by flight short term arrangement.
59. *“Surface Deadhead”* means all time spent traveling from one airport to another, or one city to another, by any form of surface transportation.
60. *“System Seniority”* means seniority as it applies to all Flight Attendants at all Bases, company-wide.
61. *“Training”* means any instruction, course of instruction, or performance evaluation, whether required by the F.A.A. or the Company, including but not limited to, that training conducted for Initial, Annual Recurrent, Re-qualification, and Service purposes (i.e. computer or video based, classroom, ground, flight, home study, workbooks, procedures, indoctrination, or orientation).
62. *“Trip”* means a series of Flights comprising a Trip Hour Period.
63. *“Trip Hour Credit”* means a calculation used for pay and credit purposes as provided in Article 11 of this Agreement.
64. *“Trip Hour Period”* means all elapsed time between report for the first On Duty Period of a trip and release from the last On Duty Period of the same trip.
65. *“Turnaround Trip”* is a trip that is one (1) Duty Period in length, and originates/terminates at the Flight Attendant’s Base within the same Duty Period.
66. *“Wet Lease”* A long term leasing of an aircraft and crew by one airline from another.

ARTICLE 3
SENIORITY AND PROBATION

A. GENERAL

1. There shall be only four (4) Sun Country Airlines Flight Attendant classifications:
 - a. Probationary Flight Attendants who have been hired on a temporary basis until the successful completion of the probation period as described in Paragraph E., below.
 - b. Flight Attendants who have completed probation.
 - c. Flight Attendants who have accepted a Special Projects Position, as described in Paragraph below.
 - d. Flight Attendants who have transferred to an In-Flight Services or Flight Attendant Training Position with the Company (and for the first sixty (60) days of the Agreement those outlined in Paragraph D.2., below). While in such position, the terms and conditions of this Agreement shall not apply, with the exception of Article 3 Seniority of this Agreement.

The seniority provisions contained within this Article 3 Seniority shall govern all Flight Attendant classifications listed above, all Flight Attendants who are on a leave of absence, and all Flight Attendants who transfer to other positions within Sun Country Airlines as described in Paragraph d, above.

2. The system seniority of a Flight Attendant shall accrue from his/her last date of classroom training, as defined in Article 2 Definitions of this Agreement, and as adjusted in accordance with this Agreement.
3. When two or more Flight Attendants are employed on the same date, their names shall be placed on the Sun Country Airlines Flight Attendant System Seniority List according to their age; i.e., the older Flight Attendant shall receive the lower number. When two or more Flight Attendants are employed on the same date and have the same birth date, their relative seniority position shall be determined by drawing lots.
4. Subject to the other terms of this Agreement, a Flight Attendant's system seniority shall govern the following situations:
 - a. retention in case of reduction in force as provided in Article 6 Reduction in Force and Recall;
 - b. bidding or rebidding for, or awarding of monthly bid lines as provided in Article 12 Scheduling;
 - c. recall from furlough as provided in Article 6 Reduction in Force and Recall;
 - d. choice of vacancies should the Company establish and operate additional Flight Attendant bases as provided in Article 5 Filling of Vacancies;
 - e. bidding for, or selection of open flying or rescheduled assignments as outlined in Article 12 Scheduling;

- f. bidding for the Lead Flight Attendant position, deadhead positions, and all other work positions on the aircraft as outlined in Article 12 Scheduling;
- g. selection of deadhead flights to return to base at the conclusion of an assignment if more than one flight is made available by the Company as outlined in Article 12 Scheduling; and
- h. bidding for vacation and leaves of absence, as described in Articles 17 Leaves of Absence and 18 Vacation.

B. FLIGHT ATTENDANT SYSTEM SENIORITY LIST

- 1. The Company shall maintain and post electronically, and shall utilize Flight Attendant System Seniority Lists. The lists shall contain each Flight Attendant's system seniority number, name, employee number, and Company date of hire. One of the lists shall be arranged in system seniority order, and one shall be arranged in alphabetical order by the last names of all Flight Attendants on the list. The list will be brought up to date as of January 1 and July 1 of each year and posted electronically within thirty (30) days. A current seniority list shall be included in any recall notice sent to Flight Attendants being recalled from furlough. An updated copy of all seniority lists, including current address and phone number, shall be sent to the Local Union the first of each month in an Excel file.
- 2. Challenge of Seniority List
 - a. Each Flight Attendant shall be permitted a period of thirty (30) days after the posting of a seniority list in which to protest to the Vice President of In-Flight Services, or his/her designee, any omission or incorrect posting. Any Flight Attendant on vacation, leave of absence, furlough or extended sick leave will be permitted thirty (30) days after return to duty in which to make a protest of a list published in his/her absence.
 - b. A Flight Attendant making no protest within the time limit specified above, may not protest until the list is posted at the next designated posting time.
 - c. Unresolved protests may be filed as grievances pursuant to Article 26.

C. SPECIAL PROJECTS POSITION

During the period of time that a Flight Attendant serves in a Special Project Position, he/she:

- 1. Shall be employed to perform tasks which are designated by the Company. With the exception of those positions created to accommodate the temporary needs of Flight Attendants on Medical or Maternity Leave, Special Project Positions will be posted in all Flight Attendant report areas for ten (10) days but may be of a shorter duration depending on the needs of the Company. The Vice President of In-Flight Services or his/her designee shall contact the President of the Local Union or his/her designee to discuss potential Special Project Positions and candidates for such positions;
- 2. Shall at the end of the Special Project be returned to active Flight Attendant status;
- 3. Shall not bid and hold a line as a Flight Attendant while working in a full-time Special Projects

- position;
4. Shall not have the authority to take disciplinary action against Flight Attendants;
 5. Shall comply with the provisions of the Article 25 Union Shop and Dues Check-Off, as a condition of retaining and accruing seniority;
 6. Shall with the exception of Article 11 Hours of Service and Article 12 Scheduling be covered by the provisions of this Agreement while not flying and shall be compensated on the basis of trips missed using a phantom bid; and
 7. Shall not be continuously employed in such full time position for more than six (6) consecutive months in any calendar year, unless an exception is mutually agreed to by the Company and the Union.

D. RETENTION AND LOSS OF SENIORITY

1. Any Flight Attendant who has transferred/transfers to another position within the Company that is related to the Flight Attendant position (i.e.: In-Flight Services and Flight Attendant Training) shall retain and accrue seniority and longevity as a Flight Attendant while working in that position with the Company. While working in that position, the terms and conditions of this Agreement shall not apply.
2. Once a Flight Attendant transfers to another position not related to the Flight Attendant position, they will lose all system seniority and longevity rights as a Flight Attendant on the date of transfer. A Flight Attendant who transfers to another position within the company while on furlough, shall retain and accrue system seniority and retain but not accrue longevity while on furlough status.
3. A Flight Attendant who occupies a position with the Company which is outside the coverage of this Agreement shall at his/her option, during the period while he/she retains seniority, be permitted to return to the position of Flight Attendant. Should the Company establish and operate more than one Flight Attendant crew base, a returning Flight Attendant may exercise his/her seniority at the base at which he/she had last been assigned as a Flight Attendant. If the Flight Attendant's seniority is insufficient to hold a Flight Attendant position at his/her former base or if that base has been closed, the Flight Attendant shall be permitted to exercise his/her seniority on the system.
4. While on furlough or leave of absence, a Flight Attendant shall continue to accrue seniority. Such Flight Attendant shall be subject to the rules governing longevity, as described in this Agreement, as applicable. A Flight Attendant returning from an approved leave of absence or furlough, shall retain the previously held Flight Attendant base assignment, if more than one crew base exists and such Flight Attendant has sufficient seniority to hold a position at such base. If that base has been closed, the Flight Attendant shall be permitted to exercise his/her seniority on the system.
5. A Flight Attendant shall lose his/her seniority rights and his/her name shall be removed from all seniority lists if he/she:
 - a. Quits, resigns, or retires. Retirees shall utilize their company date of hire for retiree pass travel, provided they qualify for such travel;

- b. Is discharged for just cause;
 - c. Has been recalled from furlough to return to work and fails to respond, or fails to report for duty after having accepted a recall. A Flight Attendant who accepts recall and fails to report for duty shall be deemed to have voluntarily resigned unless:
 - (1) due to accident or sudden illness occurring after the date of recall, he/she is medically unable to report or,
 - (2) prior to recall, he/she has a written verification from a medical doctor that he/she is unfit to fly; or a notice to attend jury duty; or a call to military duty.
 - d. Is on medical leave status and unable to return to active Flight Attendant status within three (3) years from the date he/she began the medical leave. If an extension of up to one (1) additional year of medical leave has been granted, pursuant to the provisions of Article 17 Leaves of Absence, such Flight Attendant will be granted up to four (4) years to return to active Flight Attendant status. In either case, at the time such medical leave expires and the Flight Attendant has not returned to work, he/she shall be deemed to have voluntarily resigned or retired from the Flight Attendant position.
 - e. Is on any other type of leave of absence except as provided in 5.d, above, and at the expiration of the leave period or leave extension period, fails to report for duty as required. Such Flight Attendant shall be deemed to have voluntarily resigned unless prior to the date of return he/she has a written verification from a medical doctor that he/she is unfit to fly; or a notice to attend jury duty; or a call to military duty.
 - f. Has been on furlough for more than five (5) continuous years.
 - g. Accepts employment with a competitor of the Company or any of its affiliates.
 - h. Fails to remain current with all required FAA training unless he/she is on furlough, medically unable to attend training or legal restrictions apply (i.e., Jury Duty or Military Duty).
6. The Company shall provide the President of the Local Union with a comprehensive list of Flight Attendants who occupy or transfer to any other positions within the In-Flight Services Department or any other department within the Company. Such list shall include dates of hire, dates of transfer and positions held, and the name of the departments within which each position is located. Temporary positions shall be identified as such, and the expected duration shall be provided. The Company shall provide updated information for the list, within thirty (30) days of any change.

E. PROBATION

Flight Attendants shall be on probation for the first one hundred and eighty (180) days of cumulative active service as a Flight Attendant. Such probationary period will be extended for periods of inactive service (furlough, sick, workers compensation, or other paid or unpaid leave). Active service, for the purpose of this Article 3.E., commences upon completion of the Company approved initial Flight Attendant training and first assignment to a Flight or Trip. Flight Attendants may be disciplined or

discharged at any time during their probationary period without recourse to Article 26 Grievance Process or Article 27 System Board of Adjustment.

ARTICLE 4 TRAINING

A. GENERAL

1. The Company shall establish, in accordance with the applicable Federal Aviation Regulations (FARs), training requirements for Flight Attendants.
2. The remainder of this Article 4 shall not apply to Flight Attendant candidates attending Initial Flight Attendant training, unless otherwise noted.
3. Time for all required training, including videos, must be allotted for in the syllabus/schedule, which will be provided to the Union prior to the beginning of a recurrent training cycle.
4. A Sun Country Flight Attendant employed in the service of the Company, shall not be required to:
 - a. Pay for training required by the Company.
 - b. Participate in airborne training or observation on any aircraft or over any route which is not approved within Federal Aviation Regulations for the safe carriage of revenue passengers;
 - c. Attend training any earlier than 0700 or any later than 1900 local time. Hands-on training may be scheduled between 0700-2100 local time, but it is recognized that an extraordinary circumstance may cause deviation from the schedule.
 - d. Attend a classroom training event that exceeds either of the two following options, inclusive of the meal period and inclusive of other break periods:
 - a one-day classroom training event lasting ten (10) hours, or
 - a two-day classroom training event lasting nine hours and fifteen minutes (9:15) per day.
 - e. Attend more than two (2) days of training in any calendar month, with the exception of those Flight Attendants who require extended training for re-qualification purposes, or who must repeat training as a result of a training failure provided the FAA does not mandate differently.
5. During any training session of greater than two hours (2:00) but less than four hours and fifteen minutes (4:15), a ten minute (:10) break period shall be scheduled near the middle of the session.
6. In the event a training session exceeds four hours and fifteen minutes (4:15), a forty-five minute (:45) meal period shall be allotted at the end of the first four hours and fifteen minutes (4:15). In addition, there shall be a ten minute (:10) break period scheduled near the middle of the first four hours and fifteen minutes (4:15) and a second ten minute (:10) break period scheduled near the middle of the training portion following the meal period.

NOTE: In the event that a Flight Attendant arrives late for training due to late flight arrivals or congested road conditions associated with a major accident or severe weather, and such arrival is fifteen minutes (:15) or less following the start of class, such Flight Attendant may elect to join the

class in progress. In such case, the class time missed shall be made up at the discretion of the Company, which includes, during a meal period, at the end of class, during the next training session or taking materials home for review.

7. All Flight Attendants shall receive generally the same training regarding oral, "hands-on," or written examinations. Flight Attendants who are required to re-take an exam shall also receive generally the same type of exam. Nothing within this paragraph shall prevent the Company from altering the training method or completion time in order to accommodate a disability as covered by current Americans with Disabilities Act (ADA) provisions.

8. In the event the Company schedules training away from a Flight Attendant's base, the Flight Attendant shall:

a. be provided positive space transportation on or off line between the training location and his/her base, on flights designated by the Company. When air transportation is not practical, the Company shall provide ground transportation at no cost to the Flight Attendant. In the event that a Flight Attendant is required to attend training at a location other than his/her base and he/she arrives late for such training due to late scheduled transportation arrivals, he/she may elect to attend the next available session. If such option is exercised by the Flight Attendant and requires an overnight stay, because the Flight Attendant will be able to make up the training on the following day, the Company shall provide overnight accommodations.

b. be reimbursed for round trip ground transportation from the airport to the training site and back, with prior Company approval and upon verification.

c. be provided with single occupancy lodging, which meets the hotel minimum standards described in Article 8, Travel and Hotel Expenses if such Flight Attendant is required to remain in the training city overnight.

9. At least one (1) training instructor shall accompany to train and/or observe Initial Flight Attendant Trainees on Initial Operating Experience (IOE) flights.

10. Flight Attendants who are not serving as an instructor in a special projects position, shall not be required to complete an evaluation of proficiency on trainees or probationary Flight Attendants. In addition to management, only Instructors or Flights Attendants in a Special Project position may complete evaluations of proficiency during Training. Check rides may only be performed by inflight management.

11. The Company shall complete an evaluation of the proficiency of probationary Flight Attendants within the month immediately preceding such Flight Attendant completing his/her probationary period.

B. SPECIAL CIRCUMSTANCES

1. While on any leave of absence, a Flight Attendant shall remain current with all FAA required training unless they are medically unable to attend training or legal restrictions apply (i.e. Jury Duty Leave or Military Leave).

2. With the exception of Federal Aviation Administration (FAA) required training, a Flight Attendant who is on vacation, leave of absence, may with Company approval, attend any Company

provided training during the same time period scheduled for active Flight Attendants.

3. A Flight Attendant who is medically unable to attend training may be required to provide a medical report to the Company which confirms the Flight Attendant's inability to attend training due to such disability and the anticipated duration of the disability. This report shall be signed by the Flight Attendant's physician or other professional to which the Flight Attendant has been referred by his/her physician.

4. A Flight Attendant who has been unable as a result of the circumstances described in Article 22, Missing, Internment, Prisoner of War, Hostage or Hijacking Benefits, or as described in paragraph 1., above, to attend FAA or Company required training, shall complete any necessary re-qualification training prior to his/her return to duty. Such training shall be conducted and completed no later than thirty (30) days after the Flight Attendant has been deemed medically fit to return to work.

5. A Flight Attendant shall be allowed two attempts to pass required training each calendar year. In the event a Flight Attendant does not satisfactorily complete training the first time, he/she shall be provided with the opportunity for additional training prior to an evaluation. Such Flight Attendant shall not be held to a higher standard for the successful completion of any subsequent test or exam than any other Flight Attendant.

C. SCHEDULING, BIDDING, AND MATERIALS

1. All required training dates shall be available for bid prior to the bid deadline for the month during which the training will take place and shall be awarded in seniority order. The Company shall advise individual Flight Attendants in writing (receipt required) of any changes to the training schedule.

2. The training bid and award process shall be completed after bidding for lines of flying for the applicable month. The training bid deadline shall be twenty-four (24) hours after lines of flying are awarded and the results are available to the Flight Attendant group. The complete list of training bid awards and unfilled positions will be posted electronically. Upon implementation of a preferential bidding system (PBS), the training bid process will open at 0001 Central Time on the sixth (6th) day of each month. The training bid deadline shall be 2359 Central Time on the sixth (6th) day of each month. The training award shall be posted by 2359 Central Time on the seventh (7th) day of each month.

3. Monday through Friday, Regular Flight Attendants may trade training dates with each other, as long as both Flight Attendants notify the Company of the trade by 12:00 p.m. the day before the commencement of training. Such trade shall not be approved if it will disrupt the operation or cause either Flight Attendant to lose FAA currency status.

4. Regular Flight Attendants may trade their training dates with any unfilled training positions in the same bid month. At 0900 on the last business day of the previous bid month, a secondary bid closing shall occur. Awards shall be processed in seniority order and the complete list of training bid awards will be posted electronically no later than 1800 on same date as the closing of the secondary bid. Upon implementation of a preferential bidding system (PBS), after the posting of the bid awards, Flight Attendants may trade their training dates with any other Flight Attendant and/or any unfilled training positions in the same bid month.

5. A Flight Attendant who fails to bid or bids insufficient choices may be assigned a training date(s). Such assignment shall not conflict with FARs.

6. A Flight Attendant shall not be involuntarily removed from a training class, in order to make a position in that class available to another person, or in order to cover a flight or trip unless subject to drafting as defined in Article 2, Definitions, and the Flight Attendant is able to make up training without losing current qualification.

a. Training shall be accomplished on days off.

b. A Reserve Flight Attendant can be removed from training for an assignment.

c. Removing the Flight Attendant from training will not cause the Flight Attendant to lose his/her currency, or if it does, the Flight Attendant shall be pay protected until the Company can place the Flight Attendant into the next available class.

NOTE: Reserve Flight Attendants will be trained on a scheduled workday(s) to be determined by the Company. Upon implementation of a preferential bidding system (PBS), Reserve Flight Attendants will be awarded training, and that day(s) will be considered a scheduled work day(s). If a Reserve Flight Attendant is removed from training under 4.C.5.b he/she shall be paid the greater of training pay or the value of the trip assigned. Such pay will be credited toward his/her guarantee. If a Reserve Flight Attendant is trained on an off day, such training pay will be above the minimum monthly guarantee or, in lieu of training pay, the Flight Attendant may request and be granted an additional off day of his/her choice. Such off day shall be in conjunction with other scheduled off days.

7. Distance Learning:

a. The Company shall provide any required training materials necessary to complete training no later than thirty (30) days prior to the scheduled completion date of such training. Such materials will be provided electronically.

b. Any training required outside of the classroom (including videos or computer- based training) shall be compensated at the applicable training rates. Such compensation shall be based on the Company established time to complete each training module.

ARTICLE 5
FILLING OF VACANCIES

A. VACANCIES

A vacancy is defined as any Company determined increase in Flight Attendant(s) staffing at an existing, new, or re-established base.

B. FILLING OF VACANCIES

1. When only one (1) Flight Attendant base exists, vacancies at such base shall be filled in the following order:

a. by recall of all Flight Attendants on furlough and those on personal leaves of absence that can be canceled in accordance with Article 17, Leaves of Absence. Such vacancies shall be offered first by system seniority, then forced in reverse system seniority.

b. by hiring new Flight Attendants.

2. When additional Flight Attendant bases will be opened, vacancies shall be filled in the following order:

a. by system seniority among Flight Attendants who submit a Letter of Preference or a Recall Option Form who are either subject to furlough/displacement or are on furlough.

b. by hiring new Flight Attendants to fill vacancies at the new base(s) or by reverse system seniority among all Flight Attendants beginning with those on furlough.

3. When more than one (1) Flight Attendant base exists, vacancies shall be filled in the following order:

a. by voluntary recall in seniority order of Flight Attendants on leave of absence or Flight Attendants with a Recall Option Form on file who are either displaced from or on furlough at the base where vacancies exist.

b. by system seniority among Flight Attendant who have submitted a Letter of Preference.

c. by voluntary recall in seniority order among Flight Attendants who have submitted a Recall Option Form who are either displaced from or on furlough at a different base than the base where the vacancy exists.

d. At Company discretion, one or more of the following in Company determined order:

(1) by hiring new Flight Attendants to fill vacancies at the base(s) where vacancies exist;
or

(2) by reverse seniority among those Flight Attendants who are furloughed at the base where vacancies exist; or

(3) by reverse system seniority among all Flight Attendants system- wide who are on furlough.

4. For paragraphs B.2.b., and B.3.c-d. above, Flight Attendants who are on furlough may defer a Notice of Recall in accordance with Article 6, Reduction in Force and Recall. In the event a furloughed Flight Attendant defers a Notice of Recall, such furloughed Flight Attendant assumes the risk that the Company may not have a need to fill vacancies prior to their loss of seniority in accordance with Article 3, Seniority.

C. LETTER OF PREFERENCE

1. In the case of vacancies to be filed in accordance with B.2 and B.3, above, the following procedures shall apply:

a. A Flight Attendant who does not have a Letter of Preference on file in accordance with this section shall be deemed to have chosen his/her current base as his/her preference.

b. A Flight Attendant may submit a Letter of Preference identifying more than one (1) base and shall rank such base(s) in order of preference and shall be awarded such base in seniority order provided he/she has not been awarded a Letter of Preference within the past ninety (90) days, except when the Company opens a new base.

c. A Letter of Preference which has been submitted shall be deemed to have been filed and shall become effective at 0001 the day after it is received.

d. A Letter of Preference remains effective until the Flight Attendant cancels or changes the Letter of Preference by submitting a new Letter of Preference. Such new Letter of Preference shall be deemed to have been filed and shall become effective at 0001 the day after it is received.

e. Letters of Preference shall be awarded on the fifth (5th) day of the month in seniority order to Flight Attendants who had Letter(s) of Preference on file as of 0001 on the first (1st) day of the month.

f. Flight Attendants shall be given notice of a Letter of Preference award by means of telephone contact and email. Such awards shall be posted on the Flight Attendant portal.

g. Once a Letter of Preference has been awarded, it shall not be rescinded or declined.

h. The effective date of a Letter of Preference award shall be the first (1st) day of the effective month.

i. Flight Attendants who are awarded a Letter of Preference shall be deemed to have transferred voluntarily for the purpose of establishing responsibility for transfer expenses.

j. The Company shall post electronically a notice of intent to fill vacancies to all Flight Attendants. Such notice shall include the established number of Flight Attendant vacancies and general information about the need for vacancies (i.e. changes in aircraft utilization, routes, and trip lengths). Such notice shall be posted no later than fourteen (14) days prior to the deadline for Flight Attendants to submit Letters of Preference for such vacancies. The following

procedures shall apply: The notice shall also be sent via U.S. mail to each Flight Attendant on Furlough at the last address on file with the Company. An electronic copy of the notice shall be sent to the Local Union.

2. MUTUAL BASE TRADES ACCOMPLISHED BY MATCHED LETTERS OF PREFERENCE

If there are Letters of Preference on file as of 0001 of the first (1st) day of the month when no vacancies exist or when additional Letters of Preference remain after all vacancies are filled, then such Letters of Preference shall be matched against each other by base, in system seniority order, and permanent mutual base trades among such bidders shall be allowed in seniority order to the extent that there are matched Letters of Preference on file.

- a. Flight Attendants shall be given notice of their Mutual Transfer by means of telephone contact and email.
- b. Such matched Letter of Preference awards shall be awarded and posted on the fifth (5th) day of the month. Such matched Letter of Preference awards shall be considered a voluntary transfer for the purpose of determining responsibility for transfer expenses as outlined in Article 9 Moving Expenses of this Agreement.
- c. Such matched Letter of Preference awards shall be effective on the first (1st) day of the effective month.
- d. The President of the Local Union or his/her designee may review all active Letters of Preference on file.

3. Flight Attendants who are in active service or on furlough and are able to return to work on the date any transfer is awarded or on any type of Leave of Absence that will expire prior to the effective date of the transfer shall be eligible for the award of any base transfer. Flight Attendants who are on Personal or Union Leaves of Absence who will be able to report to the newly assigned base within thirty (30) days of the effective date of the transfer or Flight Attendants on any Medical, Maternity, Jury Duty, or Military Leaves of Absence who will be able to report to the newly assigned base within sixty (60) days of the effective date of the transfer shall also be eligible for the award of any base transfer.

D. INVOLUNTARY ASSIGNMENT

In the case of vacancies to be filled in accordance with paragraph B.2.b., and B.3.c-d., above, the following procedures shall apply:

1. No less than fourteen (14) days prior to the date of a potential involuntary assignment the Company shall post notification of the potential for Involuntary Assignments within the system. The notice shall contain the following information:
 - a. An estimate of the most senior Flight Attendants at each base, who have the potential to be Involuntarily Assigned to another base.
 - b. The bases at which the shortage(s) may exist.

- c. The anticipated date and report time of the potential involuntary assignment.
2. The Company shall send the notice desired in paragraph D.1. above via U.S. mail to all such Flight Attendants who have the potential of being involuntarily assigned to another base.
3. If a Flight Attendant has been involuntarily assigned to a base, he/she may submit a Recall Option Form requesting to be returned to the base from which he/she was involuntarily displaced. Such Flight Attendant may indicate his/her desire to be transferred to other bases by ranking bases in order of preference.
4. A Flight Attendant involuntarily assigned to a vacancy as provided for in paragraph D. of this Section shall qualify for transfer expenses as described in Article 9 Moving Expenses of this Agreement.

E. NEW OR REESTABLISHED BASES

1. The Company shall post electronically on the Flight Attendant portal notice of intent to fill vacancies at a new or reestablished base(s), including general information about the flying, no later than fourteen (14) days prior to the deadline for Flight Attendants to submit Letters of Preference for such vacancies. The following procedures shall apply: such notice shall be sent via U.S. mail to each Flight Attendant on furlough at the last address on file with the Company. An electronic copy of such notice shall be sent to the Local Union.
2. All Flight Attendants, including Flight Attendants on furlough or leave of absence, are eligible to bid for vacancies at a new or reestablished base by submitting a Letter of Preference or a Recall Option Form no later than the deadline referenced in the notice.
3. Vacancies at new or reestablished bases shall be filled in system seniority order. Letter of Preference awards shall be posted and Flight Attendants shall be given notice of their award to the new or reestablished base by means of telephone contact and email.

ARTICLE 6
REDUCTION IN FORCE AND RECALL

A. GENERAL

1. When it becomes known by the Company that there will be a reduction in the number of Flight Attendant positions at a base, the following procedures shall be followed:

a. Prior to announcing or implementing any reduction in the Flight Attendant force, the Company, shall notify and confer with the President of the Local Union or his/her designee.

b. A copy of the Notice Of Reduction In Force shall be posted immediately, in clear view, at each base where Flight Attendants report for their trips.

c. The Company shall place a Notice Of Reduction In Force in each Flight Attendant's Company mailbox and send an email to each Flight Attendant's email address. The Company shall mail a Notice Of Reduction In Force to each Flight Attendant who is on leave status system wide.

d. Flight Attendants who are to be furloughed as a result of a Reduction In Force shall be given no less than a fourteen (14) days' notice or pay in lieu thereof in the amount of one half (1/2) of his/her minimum monthly guarantee. When there is a reduction in force because of an act of nature, labor disputes, the FAA grounds Sun Country Airlines aircraft, or other circumstances for which the Company does not have control, a Flight Attendant may be furloughed without advance notice or payment in lieu of notice.

e. In situations requiring advance notice, the effective date of furlough shall be the date specified on the Notice Of Reduction In Force. In the case of a Reserve Flight Attendant, reserve guarantee shall be prorated to the date of the Notice Of Reduction In Force, or if downline, the completion of the Reserve's last trip.

f. In situations not requiring advance notice, if the Flight Attendant to be notified is scheduled to be on duty away from his/her base and will be furloughed upon return to base, in addition to mailing a copy of the notice to the Flight Attendant's last known address, sent certified mail, the Company shall make all reasonable effort to contact the Flight Attendant down line by telephone.

2. Flight Attendants who have been placed on furlough shall, within ten (10) business days following the effective date of the furlough, return the following items to the In-Flight Service Department:

- a. Company ID Card
- b. Flight Attendant eFAM
- c. Credit Card Reader

3. If a Flight Attendant has been furloughed or displaced he/she may file a Recall Option Form, ranking, in order of preference, bases to which he/she wishes to be recalled. Such Recall Option Form may be submitted by the Flight Attendant, revised or canceled at any time by submitting the form. If no form is filed he/she shall be deemed to have requested to be returned to the base from which he/she was furloughed or displaced.

4. If a Flight Attendant is furloughed or displaced, he/she must file a Displacement Option Form within the time limits specified in this Agreement or be considered to be on furlough at the base in which he/she was displaced.

B. FURLOUGH

Furloughs shall be governed by the following provisions:

1. Prior to furloughing Flight Attendants, the Company shall offset the furlough by such actions as offering leaves of absence and half month leaves in accordance with Article 17; and opening vacation slots in accordance with Article 18.
2. The President of the Local Union, or his/her express designee, may grant written exceptions to Article 17.B.2.
3. As leaves under the terms of 6.B.1 are awarded in lieu of the furlough of a more junior employee, the Company shall not contest the award recipients' eligibility for unemployment benefits.
4. Furloughs shall be forced in reverse system seniority order by base.
5. A Flight Attendant subject to furlough shall be sent, via email and certified U.S. mail-Return Receipt Requested, a Notice of Furlough, stating the date and time the Furlough will go into effect and any other pertinent information.
6. Furloughed and Displaced Flight Attendant(s) shall have the following options:
 - a. A Flight Attendant may elect to remain on furlough at the location where he/she is based. The effective date of such furlough shall be the date specified in the notice or as otherwise specified herein.
 - b. A Flight Attendant may elect to fill a system vacancy.
 - c. A Flight Attendant may elect to displace another Flight Attendant with less system seniority at another base by filling out a Displacement Option Form.
 - 1) A Flight Attendant who elects to exercise his/her system seniority to displace a junior Flight Attendant at another base, shall within ten (10) days following receipt of a Notice Of Reduction In Force or ten (10) days following receipt of a Notice of Base Closure, submit a Displacement Option Form and may file a Recall Option Form ranking, in order of preference, bases to which he/she wishes to be recalled.
 - 2) A Displaced Flight Attendant shall within ten (10) days following receipt of Notice of Displacement, submit a Displacement Option Form and may file a Recall Option Form ranking, in order of preference, bases to which he/she wishes to be recalled.
 - d. If a Flight Attendant lacks sufficient system seniority to displace at another base or fails to properly notify the Company that he/she wishes to exercise his/her seniority to displace a junior Flight Attendant, he/she shall be considered to be on Furlough.

7. All Flight Attendants on Furlough shall retain and accrue seniority, and shall retain but not accrue longevity, subject to paragraph B.9. below.

8. Sick leave and vacation credit shall not be accrued during Furlough.

9. Notice Of Expiration Of Furlough

Flight Attendants who are on Furlough shall be recalled to return to work no later than five (5) years from the date posted on the Notice Of Furlough or be deemed to have resigned from their position.

10. Down Line Operations

In the event operations of the Company cease for any reason, other than those caused by the Flight Attendant group, or a Flight Attendant is subject to furlough upon return to base and the Flight Attendant is down line on a trip, the Flight Attendant shall continue to accrue per diem and be provided with lodging on the same basis as described in Article 8, Travel and Hotel Expenses, of this Agreement, until he/she is returned to his/her base or would have been returned to his/her base had he/she accepted transportation provided by the Company. Every attempt shall be made on the part of the Company to return Flight Attendants back to base as soon as practical, using air transportation wherever possible.

C. RECALL AND RETURN TO WORK

Flight Attendants who have been furloughed shall be recalled and returned to work in accordance with the procedures set forth below:

1. The Company shall publish and post at each base a list, as well as provide to the local union, in base and system seniority order, of all Flight Attendants who are on Furlough.

a. Vacancies shall be offered, in system seniority order, to the Flight Attendants whose names appear on such list in accordance with Article 5 Filling of Vacancies.

b. If able to contact a Flight Attendant subject to recall via a recorded telephone line, Notice Of Recall from Furlough shall be sent by the Company via U.S. mail. If unable to contact a Flight Attendant subject to recall via a recorded telephone line, last known telephone number on file with the Company, Notice Of Recall from Furlough shall be sent by the Company via Certified Mail return - receipt requested to the last known address and telephone number on file with the Company. A recalled Flight Attendant must notify the Company of his/her acceptance of recall by speaking with a designated Company Representative, and/or in writing, via email or Certified Mail-return receipt requested. Such notification of acceptance shall be made within ten (10) days after receipt of the notice. If extraordinary circumstances exist, the Union and the Company may, through mutual agreement, extend the period of time for response.

NOTE: If the Company needs of service dictate, the Flight Attendant may return to work at his/her option sooner than ten (10) days.

c. When only one (1) Flight Attendant base exists and if vacancies still exist after all such Flight Attendants have had the opportunity to decline recall in seniority order, such vacancies

shall be filled in reverse seniority order. Vacancies filled in reverse seniority order shall not be declined and if such Flight Attendants refuse to accept recall, they shall be deemed to have resigned.

d. When additional Flight Attendant bases will be opened or when more than one (1) Flight Attendant base exists, Flight Attendants may decline recall to the vacancy identified in the notice. Such Flight Attendant shall notify the Company of his/her decision to decline recall by speaking with a designated Company Representative via telephone and/or in writing via email or certified mail return receipt requested. Such notification of their decision to decline recall shall be made within ten (10) days after receipt of notice. Such Flight Attendants shall remain on furlough until there is another recall.

e. Flight Attendants returning from furlough shall be placed on active status on the report date specified in the recall notice. Flight Attendants recalled from furlough may be required to attend training prior to returning to active status.

f. When a Flight Attendant returns from furlough, such Flight Attendant shall be returned to the base from which he/she was furloughed. If such base has been closed or the Flight Attendant's system seniority is insufficient to hold a position at such base, he/she shall be permitted to exercise his/her system seniority to displace a Flight Attendant with less system seniority at another base.

g. Each Flight Attendant who is involuntarily recalled to a base other than his/her former base shall be deemed to have involuntarily transferred for the purpose of determining Company responsibility for Moving Expenses as provided in Article 9.

D. RECALL AND RETURN TO WORK FOLLOWING SHORT TERM FURLOUGH

In the event that a Flight Attendant has been furloughed for a period of thirty (30) days or less, the following procedures shall apply:

1. The Company shall publish and post at each base, and provide to the local union, a list in system seniority order, of Flight Attendants who are on Furlough.
2. Vacancies at a base shall be offered in seniority order and forced in reverse seniority order.
 - a. A Flight Attendant on furlough shall be given notice of a firm date of recall via telephone contact on a recorded line and Certified Mail - return receipt requested to the last known address and telephone numbers on file with the Company.
 - b. In order to respond to recall a Flight Attendant shall notify the Company of his/her acceptance or deferral of recall by speaking with a designated Company Representative and/or in writing via email or Certified Mail -return receipt requested within reasonable time limits set by the Company no later than five (5) days.
3. The minimum recall shall be no less than thirty (30) days.

E. BASE CLOSURE

1. In the event of a Base Closure, the Company shall provide written notification to all Flight

Attendants on active status, on furlough, or on any leave of absence. Such Notice Of Base Closure shall be distributed to all Flight Attendants as soon as the decision to close the base is made, but in no case less than forty-five (45) days prior to the date of the scheduled Base Closure.

2. The affected Flight Attendants may, within ten (10) days following receipt of the written Notice Of Base Closure, elect to displace a Flight Attendant with less system seniority at another base. Such displacement shall be considered involuntary for the purposes of determining Company responsibility for Moving Expenses. The transfer shall take effect when the base actually closes.

F. EFFECT OF FURLOUGH ON EMPLOYEE BENEFITS

1. Medical, dental, and life insurance benefits for furloughed Flight Attendants shall continue in full force the month following the month in which a furloughed Flight Attendant is paid and credited less than fifty-two and a half (52:30) hours. Thereafter, such Flight Attendant may pay his/her own monthly insurance premiums under the terms of COBRA. The insurance coverage shall be the insurance in effect for all other employees.

2. A furloughed Flight Attendant shall be entitled to pass benefits. All travel must be on Sun Country Airlines only and shall be completed within six (6) months after the furlough commences.

3. Furloughed Flight Attendants shall receive pay for vacation accumulated prior to furlough. Each furloughed Flight Attendant may, at his/her option, defer such payment until, but no later than, the date of his/her scheduled vacation in the calendar year of furlough. Accrued vacation shall be held and paid off if the Flight Attendant resigns.

G. COMPANY NOTICES AND FLIGHT ATTENDANT FORMS

1. The Company shall post and mail the following notices when applicable. They shall contain all pertinent information and are as follows:

- a. Notice Of Reduction In Force
- b. Notice Of Furlough
- c. Notice Of Base Closure
- d. Notice Of Expiration Of Furlough
- e. Notice Of Recall
- f. Notice Of Displacement

2. The Company shall make the following forms available at each base In-Flight Service Department and where Flight Attendants report for flights:

- a. Displacement Option Form
- b. Recall Option Form

- c. Letter Of Preference Form
3. The forms listed in paragraph 2, above shall be filled out by the Flight Attendant and:
- a. shall be submitted to the In-Flight Services Department, receipt return requested;
 - b. shall become effective at 0001 the day after it is received;
 - c. can be resubmitted at any time by the Flight Attendant.

H. Current Address and Telephone Contact

It is the responsibility of each Flight Attendant to keep on file at his/her base In-Flight Service office and with the Union office, his/her current address and telephone number and to immediately notify both in writing, receipt requested, of any change in address of telephone number.

**ARTICLE 7
COMPENSATION**

A. HOURLY RATE

1. Base Pay

a. Flight Attendants shall receive pay and credit in accordance with his/her longevity for the first eighty- five (85) credited hours as provided below.

b. Flight Attendants will be paid the hourly rate set forth below, based on their longevity. Flight Attendants with more than twenty (20) years of service shall be paid at the twenty (20) year rate.

YOS	DOS (March 2025)	DOS +1 (March 2026)	DOS+2 (March 2027)	DOS+3 (March 2028)	DOS+4 (March 2029)
1	\$26.78	\$27.58	\$28.41	\$29.26	\$30.43
2	\$29.84	\$30.73	\$31.66	\$32.60	\$33.91
3	\$31.96	\$32.92	\$33.90	\$34.92	\$36.32
4	\$34.55	\$35.59	\$36.65	\$37.75	\$39.26
5	\$36.64	\$37.74	\$38.87	\$40.04	\$41.64
6	\$37.90	\$39.04	\$40.21	\$41.42	\$43.07
7	\$39.98	\$41.18	\$42.42	\$43.69	\$45.44
8	\$42.17	\$43.43	\$44.73	\$46.08	\$47.92
9	\$43.53	\$44.83	\$46.18	\$47.56	\$49.46
10	\$46.71	\$48.11	\$49.55	\$51.04	\$53.08
11	\$47.96	\$49.40	\$50.88	\$52.41	\$54.50
12	\$49.38	\$50.87	\$52.39	\$53.96	\$56.12
13	\$50.64	\$52.16	\$53.72	\$55.33	\$57.55
14	\$52.47	\$54.04	\$55.66	\$57.33	\$59.63
15	\$54.92	\$56.57	\$58.27	\$60.01	\$62.41
16	\$57.05	\$58.76	\$60.53	\$62.34	\$64.84
17	\$59.16	\$60.94	\$62.77	\$64.65	\$67.23
18	\$60.40	\$62.22	\$64.08	\$66.01	\$68.65
19	\$61.85	\$63.71	\$65.62	\$67.59	\$70.29
20	\$63.00	\$64.89	\$66.83	\$68.84	\$71.59

c. New hire employees will be paid the entry rate or at the Company’s sole discretion, will be paid at a higher step of the pay scale. In the event that any new hire employee is paid at a higher step, then all employees with less longevity at that time will be paid at the higher step offered to such new hire employees and will have their pay adjusted to reflect that change. Employees hired or placed on a higher step of the pay scale pursuant to this Paragraph will not progress to the next step of the pay scale until they have completed the applicable number of years of longevity.

2. Incentive Pay

When a Flight Attendant exceeds eighty-five (85) credited hours within a bid month, such Flight Attendant shall receive an additional five dollars (\$5.00) per hour for each hour or fraction thereof, credited over eighty-five (85) hours.

3. Holiday Pay

Flight Attendants shall receive one and one half (1.5) times at his/her hourly rate for those segments of which any portion is flown on the following holidays:

- a. News Year's Day;
- b. Memorial Day;
- c. July 4th;
- d. Labor Day;
- e. Thanksgiving Day;
- f. Christmas Eve;
- g. Christmas Day; and
- h. New Year's Eve.

B. MINIMUM MONTHLY GUARANTEE

All Flight Attendants shall receive a minimum monthly pay guarantee of seventy -two and one half (72:30) hours for each bid month except as follows:

1. A Flight Attendant who has been awarded an unpaid Leave of Absence of any length during the bid month. If such Flight Attendant is active for a partial month, he/she shall be paid for all hours flown and credited in the bid month.
2. A Flight Attendant who is returning to active status after the bid deadline, or during the bid month from a special project or to whom a vacancy is awarded in accordance with Article 5 Filling of Vacancies and Article 6 Reduction in Force and Recall of this Agreement, after the monthly bid deadline date for such bid has passed. If such Flight Attendant is active for a full or partial month, he/she shall be paid for all hours flown and credited in the bid month.
3. The minimum monthly guarantee for a Reserve Flight Attendant in their first year of service shall be seventy- five (75:00) hours.
4. As otherwise described within this Agreement.

C. PAY AND CREDIT HOURS

Flight time as described in Article 11.F. will be used to determine hours for pay and credit purposes. Such Credited hours for Pay Purposes shall include time credited under the following provisions:

Article 11.I Special Circumstances

Article 18.C.2 Rate Of Pay During Vacation

Article 14.A.1.a Rate Of Pay During Sick Leave (except when the Flight Attendant has requested to make up sick leave)

Article 12.J.5.d Rescheduling Protection

Article 12.K Cancellation Protection

Article 7.D.1-3 Deadhead and Ferry 12.L.3, and 5

Article 11.F.1.a (1-5) Block, Minimum Trip, Duty Rig, Minimum Average Duty Period Credit, and Trip Hours Credit

Article 17.I.2 Jury Duty

Article 17.J. Union Leave and Union Business

Article 7.F. Training Pay

Article 3.C. Special Assignment Flight Attendant Duties

D. DEADHEAD/FERRY PAY

Flight Attendants shall receive 100% pay and credit for Deadhead and Ferry flights in accordance with Article 11 Hours of Service, and Article 12 Scheduling. In the case of an off-line deadhead, the scheduled times of the off-line carrier shall be utilized.

E. PREMIUM PAY

1. Critical Coverage Pay

Flight Attendants who are awarded or assigned a critical coverage trip(s) in accordance with Article 12, Scheduling, shall receive additional pay for such trip(s), prorated at a rate equal to at a minimum an additional seventy-five percent (75%) of their applicable rate of pay, effective DOS, and effective four (4) years after DOS, at a minimum an additional one hundred percent (100%).

2. Junior Assignment Pay

Flight Attendants who are Junior Assigned in accordance with Article 12, Scheduling, shall receive additional pay for such trip(s) prorated at a rate equal to an additional one hundred percent (100%) of their applicable rate of pay.

3. Long Day Pay

In addition to the applicable compensation described above, Flight Attendants who are required to work a "long day" as defined in Article 2 Definitions, shall receive an additional four dollars (\$4.00)

per hour (prorated) for each hour or credited hour while engaged in such flying.

4. Lead Flight Attendant Pay

The Lead Flight Attendant will receive additional compensation, prorated, for each flight leg flown as Lead Flight Attendant including all deadhead and ferry legs and all accumulated ground time. The following rates of pay shall apply:

- i. Narrow Body Aircraft - all aircraft with one (1) aisle, \$4.00 per hour, prorated.
- ii. Wide Body Aircraft - all aircraft with two (2) aisles, \$4.00 per hour, prorated.

5. Drug and Alcohol Testing Pay

A Flight Attendant required to undergo a random or post-accident/post-incident drug and/or alcohol test will be paid 30 minutes of pay for each test, in addition to any other applicable pay.

6. Loss of Off Day Pay

For any trip that is delayed past 0200 into an Off day, Flight Attendants will be paid an additional four and a half (4.5) hours of pay over the credit of the trip.

7. Repositioning Pay

Flight Attendants will be paid actual block-to-block time at their hourly rate for the purpose of repositioning an aircraft. Repositioning is considered the time an aircraft, with or without passengers on board, is first moved under its own power or under tow for purposes other than flight and ends when the aircraft arrives at its original or newly relocated position.

8. Required Testing or Immunizations

In the event a testing/immunization circumstance arises, the Company and Union will negotiate an appropriate LOA specific to the circumstance.

F. TRAINING PAY

1. If training or special Flight Attendant briefings are required by either the FAA or the Company, Flight Attendants will be paid at the rate of one half (1/2) hour pay and credit for each one (1) hour of such training.
2. Flight Attendants who attend training at a location away from his/her base shall receive per diem and hotel/travel accommodations in accordance with Article 4 Training, and Article 8 Travel and Hotel Expenses.
3. Any training required outside of the classroom (including videos or computer-based training) shall be compensated at the applicable training rates, consistent with Article 4.C.7.b.

G. MANDATORY MEETINGS, DEBRIEFINGS, COMPANY WITNESS PAY

1. A Flight Attendant shall receive one half (1/2) hour of pay at his/her applicable hourly rate for each hour spent attending mandatory meetings or debriefings, and while submitting to a deposition, preparing for court, and/or acting as a witness on behalf of the Company on a day(s) off.
2. The provisions of this paragraph, however, shall not apply to Flight Attendants who are witnesses in a hearing as described in Article 26 Grievance Procedure, and Article 27 System Board of Adjustment.
3. In the event a Flight Attendant is removed from a trip, or portion thereof, the Flight Attendant shall receive the greater of full credit and pay for the dropped trip(s) or portion thereof, or four (4) hours per day.

H. PAYROLL

1. A Flight Attendant, at his/her option, shall be paid by direct deposit into an account at a financial institution of the Flight Attendant's choice.
2. The Company shall make direct deposits on the seventh (7th) and twenty-second (22nd) of each month. The payment on the 22nd of each month shall include fifty percent (50%) of the Flight Attendant's monthly guarantee or the actual value of the line at the closing of payroll, whichever is less. The payment on the 7th of each month shall include all remaining pay due from the previous month and all per diem owed for the previous month. Electronic pay statements shall be issued for direct deposit payments, and shall provide a detailed accounting of each Flight Attendant's pay, deductions, benefit accruals and balances.
3. When a payday falls on a Saturday, Sunday or legal holiday, payment shall be issued on the preceding business day.
4. When a Flight Attendant's pay is short as a result of a Company error by more than fifty dollars (\$50.00), and such error does not involve a disputed interpretation of the contract, the Flight Attendant shall be paid the shorted amount via overnight mail or direct deposit, within five (5) business days from the date the error has been brought to the Company's attention. The Flight Attendant may agree to have the shortage included in his/her next regular check. At the Flight Attendant's request, grievance settlements greater than \$50.00 will be paid on a separate check.
5. The Company shall not make any deductions from a Flight Attendant's pay or a reversal to a direct deposit unless legally permitted to do so. The Flight Attendant shall be notified of any adjustment or transaction prior to that action.
6. When a trip begins in one month and carries over into the subsequent month, the scheduled value of the trip, the pay and credit value of the trip, and the scheduled and actual trip hours of the trip shall be apportioned to each month in the following manner. The portion of the trip that occurred prior to 0201 local time of the first day of the subsequent month shall be allocated to the first month. The remainder of the trip shall be allocated to the subsequent month. If 0201 local time occurs during an on duty period, then the cut off for allocation purposes shall occur at the end of that duty period. For purposes of computing Duty Rig and Trip Hours Credit, the trip will be treated as if it were two trips based on the allocation described above. Minimum trip credit, if any, shall be allocated entirely to the subsequent month.

Longevity for pay purposes is to be computed on the actual length of service with the Company in

any position covered by this Agreement and shall be effective on the first day of the bid month. The longevity date may be adjusted because of being on non-pay status on account of furlough, suspension, or that portion of leave of absence where longevity does not accrue in accordance with Article 17, Leaves of Absence, or as provided within this Agreement.

**ARTICLE 8
TRAVEL AND HOTEL EXPENSES**

A. PER DIEM

1. Travel Zones

- a. Zone 1 shall include the contiguous 48 United States.
- b. Zone 2 shall include Mexico, the Atlantic and Caribbean Islands, Central America, and Canada.
- c. Zone 3 shall include Hawaii, Alaska, and all other destinations not included in Zone 1 or Zone 2.
- d. For purposes of per diem, a Flight Attendant shall be considered to be within a particular travel zone during all hours of a duty period that end in that travel zone, and thereafter during all trip hours until commencing a duty period that ends in a different travel zone.

2. Per Diem Rates

Except for a trip that contains no layover, each Flight Attendant shall receive per diem for all hours while the Flight Attendant is within each travel zone, as follows:

- a. Zone 1: Effective on January 1 of each year, the hourly per diem rate shall be one-twenty-fourth (1/24) of the IRS CONUS M&IE daily-rate for Transportation Workers in effect as of January 1 of that calendar year.
- b. Zone 2: shall be paid at one and one-quarter (1.25) times the amount of the effective Zone 1 rate.
- c. Zone 3: shall be paid at two (2) times the amount of the effective Zone 1 rate.

3. Training Per Diem

A Flight Attendant shall receive per diem at the rate specified above while away from base to attend training as described in Article 4 Training, at a location other than his/her base. Such per diem shall only be paid if the training involves an overnight stay away from base.

4. Turnaround Per Diem

Flight Attendants shall be entitled to per diem at the rate of one dollar (\$1.00) per hour for each trip that does not contain a layover.

B. LODGING AND REST FACILITIES

1. The Company shall provide single occupancy lodging which meets the hotel minimum standards described in paragraph C below for all time a Flight Attendant is scheduled or rescheduled to be on the ground (based on block times) for a period five hours fifteen minutes (5:15) or more. At the discretion of the Company, single occupancy lodging may be provided for time on the ground of a shorter duration.

2. If, during a trip, the Flight Attendant is unexpectedly required to be on the ground for a period of five hours fifteen (5:15) minutes or more, single occupancy lodging will be provided upon request to crew travel.
3. When a Flight Attendant is assigned to training where he/she is required to remain overnight away from his/her base, the Company shall provide single occupancy lodging which meets the hotel minimum standards described in paragraph C, below.
4. All additional charges for room service, restaurant, pay television and other personal expenses shall be the responsibility of the individual Flight Attendant and are to be paid by the Flight Attendant before checking out of the hotel. Unpaid expenses may be subject to payroll deduction upon confirmation by the Flight Attendant. No Flight Attendant may be required to provide his/her own credit or funds for lodging or access to telephones or other hotel facilities. Except in an extreme situation (i.e. last minute sub- service, ad hoc, diversion, or foreign hotel) where the Company cannot make such arrangements, the Company will ensure that access charges for telephone and other hotel facilities are waived.

C. Hotel Minimum Standards

1. The Company will make best efforts to provide hotel accommodations substantially equivalent to those of an AAA rated Three Diamond Hotel in each city. The Company cannot guarantee that such accommodations will be available in every city that the Company serves.
2. The Company will meet the following criteria for hotels:
 - a. All facilities and features in a hotel room must be clean and in good working order. Non-smoking rooms shall be provided.
 - b. Each hotel must be quiet enough to permit normal rest during each layover.
 - c. Each hotel must provide secure facilities, and all windows and doors shall have secure locking mechanisms. Unless no other options exist, rooms shall have no outside entrances.
 - d. Eating facilities available for each normal meal period during the layover must meet one of the following criteria: (1) hotel restaurant (2) room service (3) eating facility in proximity to the hotel (4) free transportation to more distant eating facilities.
 - e. Each room shall have heating and air conditioning systems appropriate to the seasons and conditions. Within the 50 United States of America, systems must enable the occupant to select any temperature between 65 and 78 degrees Fahrenheit.
 - f. Each room shall have drapes that provide for privacy and for room darkening to ensure the ability to sleep during daylight hours when appropriate to the layover period.
 - g. Each room shall have television and telephone.
3. The Company shall make its best effort to meet the following criteria for hotels:
 - a. In selecting among otherwise similar candidate hotels in a given layover location, the Company will also consider such factors as the availability of high speed internet

connections and exercise facilities.

- b. For all layovers greater than 14 hours, the hotel shall be within a reasonable proximity to shopping and entertainment.
 - c. The Company will attempt to provide Flight Attendants with hotel rooms on the second floor or higher, well away from outside entrances.
 - d. The Company will make reasonable effort to utilize hotels with the following preferred items: a) in-room refrigerators and b) in-room microwaves or access to a hotel guest microwave.
4. Should a Flight Attendant make a reasonable complaint to the Company, the Sun Country Airlines Travel Department will make all reasonable efforts to relocate the Flight Attendant within the hotel. If suitable accommodations continue to be unavailable, the Sun Country Airlines Travel Department will make all reasonable efforts to obtain accommodations in another hotel.
 5. The opinion of the Union Hotel Committee will be solicited and considered with regard to selection of hotels and other issues regarding hotel accommodations for Flight Attendants. Whenever practical, at its own expense and time, the Union Hotel Committee shall be given the opportunity to inspect and/or review hotels prior to assigning Flight Attendants to layovers. The Union may recommend or accept a specific hotel that may not meet all the requirements of this paragraph C.
 6. Internet access for conducting Company related business for crews on scheduled and charter flights that include a hotel layover will be arranged by the Company without cost to the Flight Attendant, first in the hotel room or second in a hotel common area, (e.g. business center or coffee shop). In facilities where there is no internet connection available, the Company is not responsible for Flight Attendant internet access.

D. TRANSPORTATION

1. When lodging accommodations are provided in accordance with paragraph B. of this Article, the Company will provide transportation to and from the airport. If transportation is not available within thirty-five minutes (:35) after arrival at the ground transportation pick up point, the Lead Flight Attendant may engage a taxi for himself/herself and the other Flight Attendants, and be reimbursed for that expense.
2. If the transportation from the hotel is not available at a time that will allow the Flight Attendants to reach the reporting point not earlier than thirty five minutes (:35) before scheduled report time and no later than report time, the Lead Flight Attendant may engage a taxi for himself/herself and the other Flight Attendants, and be reimbursed for that expense.
3. In the event a flight diverts, or makes an unscheduled stop at another city or airport, the Company will arrange for and, if applicable, reimburse the Flight Attendant for transportation costs to another airport, city, hotel, or Flight Attendant's base, whichever is applicable.
4. A Flight Attendant shall not be required to operate any ground transportation vehicle or his/her own vehicle.
5. When required, the Company can utilize App-based transportation (such as Uber or Lyft.)

when at least two Sun Country employees will be in the same vehicle.

E. CREW MEALS

1. Y class meals shall be provided on the aircraft for Flight Attendant consumption. A Flight Attendant shall receive one (1) crew meal when a duty period is more than five (5) hours but less than ten
2. (10) hours. When a duty period is ten (10) hours or more, a Flight Attendant shall receive two (2) crew meals.
3. The Company shall not limit the number of complimentary beverages, including cans of soft drinks, bottled water, or other beverages provided to on-duty Flight Attendants for consumption on the aircraft.
4. Upon reasonable advance notice, crew meals will be provided on flights that depart a layover station at such a time that a Flight Attendant crew does not have an opportunity for a meal prior to departure.

F. MISCELLANEOUS EXPENSES

Should a Flight Attendant volunteer his/her own credit or funds to pay for Company expenses that are essential for the operation and approved by the Company including crew expenses related to lodging or transportation, the Company shall reimburse the Flight Attendant within fifteen (15) days of submission of an expense report.

ARTICLE 9
MOVING EXPENSES

A. MOVING EXPENSES

1. The Company shall pay Moving Expenses to:
 - a. Flight Attendants who are involuntarily assigned to another Flight Attendant base;
 - b. Flight Attendants on furlough or Short Term Furlough who are recalled to a Flight Attendant base other than the Flight Attendant base to which he/she was stationed at the time of furlough and did not at the time of furlough have the option to displace at the base to which he/she is being recalled; and
 - c. Flight Attendants who otherwise would have been furloughed but choose to displace to another base in accordance with Article 6 Reduction in Force and Recall.
2. Moving expenses shall be paid only when the move of the Flight Attendant's residence is from within two hundred (200) miles of the Flight Attendant's old base to within two hundred (200) miles of the new base. Moving expenses paid pursuant to paragraph A.1. above shall include:
 - a. Actual Moving Expenses including the shipping, packing and unpacking of household and personal goods and insurance, not to exceed ten thousand (10,000) pounds using a company-approved moving company.
 - b. Up to 200 pounds cargo free of charge to the Flight Attendant, on Sun Country Airlines, space available.
 - c. Two (2) or three (3) nights lodging in a Company designated hotel at Company expense while en route to the designated Flight Attendant base, and two (2) or three (3) nights lodging in a Company designated hotel at Company expense following arrival at the designated Flight Attendant base or until arrival of personal and household goods whichever is first to a maximum of five (5) nights total.
 - d. Automobile mileage will be paid at fifty-five cents (\$.55) per mile for up to 2 vehicles using the most direct AAA mileage from point of origin to point of destination.
 - e. Flight Attendants will have up to six (6) months after being assigned to the base to move and be entitled to payment under this Article.
 - f. Reimbursement for all expenses as noted in this Article must be substantiated by receipts and must be submitted within thirty (30) days of the move. Reimbursement must be made within thirty (30) days of the Company receiving receipts.
3. The Company shall provide Flight Attendants who are involuntarily assigned or displaced two (2) free round trip, positive space tickets on Sun Country Airlines for each Flight Attendant, their spouse, and their dependent children between their former Flight Attendant base and the newly awarded Flight Attendant base. Such travel must be completed prior to the effective date of the base transfer, or within ninety (90) days following the effective date of the base transfer.

B. SETTLEMENT TIME

Flight Attendants who are awarded a transfer, transfers in order to displace or are displaced to another Flight Attendant base, shall be given upon request, up to five (5) consecutive days off coinciding with their move to a newly awarded Flight Attendant base. Flight Attendants shall specify their moving dates and shall work directly with the Crew Scheduling Department to arrange such time off. Such Flight Attendant shall make his/her request to Crew Scheduling prior to the final bid awards, in order to have any conflicting trip(s) changed, substituted or dropped.

C. ALTERNATIVE EXPENSE PAYMENT

If a Flight Attendant chooses to move himself/herself rather than using a moving company and can provide actual receipts from the move, he/she shall be entitled to receive one dollar and fifty cents (\$1.50) per mile using the most direct AAA mileage from the point of origin to point of destination in lieu of all other provisions in this Article of the Agreement.

ARTICLE 10 UNIFORMS

A. GENERAL

1. Flight Attendants shall wear the standard Uniform as required in Company regulations at all times when on duty, or when requested in connection with any event or special project where the employee is identified as a Sun Country Flight Attendant. Persons who are not Sun Country Airlines Flight Attendants shall not be issued Flight Attendant Uniforms and shall not wear Flight Attendant Uniforms, with the following exceptions:
 - a. employees of uniform vendors for the purpose of demonstrating prototype uniforms;
 - b. managers or other Sun Country Airlines employees who are Flight Attendant qualified and who are needed to operate a flight in accordance with Article 12 Scheduling; and
 - c. trainees.
2. The Company shall provide each Flight Attendant with two (2) wings at no cost to the Flight Attendant.
3. Flight Attendants shall be permitted to wear the official Union Insignia on a place mutually agreed between the Company and the Union visible on the Flight Attendant's uniform. If the Union changes the official Union Insignia, the Company will be notified in advance of such change and the change cannot be substantially different in size and design.

NOTE: Such insignia shall be that which was provided to the Company as an example on 10/20/21.

4. The Company shall consider the recommendations of the Uniform Committee. The Uniform Committee will consist of two (2) Union Designees and two (2) Company Designees.
5. The Company shall make an effort to select uniform and luggage vendors who will be able to provide a sufficient stock of items in a full range of sizes, to meet the needs of all Flight Attendants.
6. In the event the Company requires a change in luggage, the Company shall provide each Flight Attendant with new luggage in accordance with paragraph 10.D.1.b. below.
7. Flight Attendants shall be permitted to utilize official Sun Country Airlines or Union luggage tags.

NOTE: Such Union tag shall be that which was provided to the Company as an example on 10/20/21.

B. REQUIRED UNIFORM AND LUGGAGE ITEMS

All Uniform items Flight Attendants are required to possess shall be considered to be basic uniform pieces. The Company shall provide all basic Uniform pieces described below, at no cost to the Flight Attendant except as provided in paragraph E.1. below.

1. Basic pieces of the uniform shall consist of the following for Flight Attendants:

ITEM	QUANTITY
All-Weather Coat *	1
Seasonal Vest	1
Sweater	1
Shirt (Long-Sleeve or Short-Sleeve)	See Note and Table Below for Females
Pants (Male)	3
Combination of Pants, Skirts, and/or Dresses (Female)	See Note and Table Below
Neckwear	2
Apron	2
Carry-On, Wheeled Tote Bag	1
Carry-On, Soft-Sided, Wheeled Luggage Bag	1

* Any Flight Attendant who has purchased a uniform wool coat prior to the date of signing of this Agreement, and any Flight Attendant who purchases a uniform wool coat either (a) as an initial uniform piece; or (b) as a credit- card purchase optional item, will be allowed to continue wearing it.

NOTE: Female Flight Attendants may choose one (1) of the three (3) following options:

OPTION 1	OPTION 2	OPTION 3
Two (2) Dresses	One (1) Dress Four (4) Shirts One (1) Skirt or Pants	Four (4) Shirts Three (3) Skirts or Pants

NOTE: A Flight Attendant may purchase the Rolling Tote Bag and Wheeled Luggage Bag from any vendor as long as such complies with the Company's color and dimensions requirements set forth in the Company's Flight Attendants' Uniform Policy.

NOTE: The Company as an alternative may issue a summer uniform, including optional or required items, at the Company's expense. Flight Attendants will not be required to use their allowance to purchase any Company-required summer uniform items.

1. Within five (5) years after any luggage piece has been issued, the Company will repair or replace at Company cost any defective or unserviceable Tote Bag and Luggage Bag issued by the Company. After that time, the Flight Attendant may use his or her uniform allotment to replace any such luggage pieces.
2. If the Company requires Flight Attendants to wear promotional items such as sweatshirts, t-shirts, pins, or buttons, these items must be provided at no cost to the Flight Attendants.
3. Flight Attendants will be allowed to use their uniform allowance to purchase any of the items in B1 above.

C. OPTIONAL ITEMS

1. The Company shall make available by use of allowance or credit card payment optional uniform items available through the uniform vendor as listed in the Flight Attendant Uniform Policy, which will include a shoulder tote and lunch cooler.
2. The Company will periodically meet and confer with the Union Uniform Committee to review basic or optional uniform items.
3. Should the Company choose to eliminate any optional uniform items purchased through the uniform vendor, a Flight Attendant will be permitted to continue wearing/using any such previously purchased optional items for the twelve (12) months following the date the optional item was eliminated.

NOTE: Flight Attendants may utilize their own personal hats, mufflers, gloves, purses, and/or briefcases, as long as they comply with the published Flight Attendant Uniform Standards.

D. REPLACEMENT OF UNIFORM AND LUGGAGE ITEMS

1. A Flight Attendant will be eligible to participate in the Company uniform replacement program. Based upon trip hour credits earned in the preceding calendar year, each active Flight Attendant shall be credited with the following uniform allowance each February 1st:

Trip Hour Credits	Amount
0 to 289 credits	None
290 to 420 credits	\$80
421 to 720 credits	\$150
721 to 1080 credits	\$200
More than 1080 credits	\$250

- a. The allowance shall be used at the Flight Attendant's discretion for the purchase of basic and optional uniform items. Any allowance not used by the end of the twelve (12) month period will be available for use in the subsequent time period of the program up to a maximum of six hundred dollars (\$600) at any one time.
- b. The uniform allowance shall not be debited in the following circumstances: Where replacement of a uniform item(s) is needed due to a manufacturer's defect evident at the time of delivery or shortly thereafter, or an in-flight accident;

Or

Where the Company requires a complete new uniform or a new uniform piece(s), in which case the Company shall assume the cost of such uniform or uniform pieces.

- c. Uniform replacement items shall be made available to Flight Attendants upon electronic request.
2. A Flight Attendant shall not be eligible to participate in the replacement program until January 1st following one (1) year of completed service. Any outstanding payments due to the Company for uniform items shall be deducted from the Flight Attendant's final paycheck.

3. In the event that a Flight Attendant's Company-issued luggage is stolen from the aircraft while on duty or from the crew hotel room, the Company will, at the Company's expense, replace the stolen basic uniform items and Company required accessories provided documentation satisfactory to the Company is provided, including police reports for luggage stolen from the crew hotel. If the contents of the stolen luggage include the Flight Attendant's Manual, the Company will replace the Manual at no cost to the Flight Attendant. If a loss occurs at a location other than the crew hotel or on Company property the Flight Attendant shall be eligible to purchase replacement luggage for the same rates offered by vendors to the Company.

E. PAYMENT

1. Newly hired Flight Attendants shall be responsible for the cost of their initial required uniform, luggage, and accessory items upon the completion of Initial Training. Flight Attendants shall be eligible for the same rates that are offered by vendors to the Company.
2. Except in termination of employment situations (last paycheck), payroll deductions shall not exceed \$50.00 per month (\$25.00 per paycheck), unless the Flight Attendant chooses to pay for the items at an accelerated rate. (Such Flight Attendant must complete the appropriate payroll form.) Payroll deduction will only apply to the items the Flight Attendant has received.
3. The Company or the vendor shall bear the cost of initial alterations for hemming of pants, skirts, and/or dresses required to properly fit Flight Attendants in new Uniform items as required by the Company. Such alterations must be requested by the Flight Attendant at the time the Flight Attendant first receives the Uniform items and shall take place at a facility approved by the Company.

F. MEDICAL CIRCUMSTANCES

1. The Company shall make available at no cost to the Flight Attendant maternity uniform pieces for those Flight Attendants who are pregnant and wish to continue flying. The Company shall provide maternity uniform items within thirty (30) days of request. The Flight Attendant Uniform Committee shall select a variety of maternity pieces (i.e., tops, dresses, pants, and skirts.)
2. If a Flight Attendant has a medical condition which interferes with or prohibits the wearing of a basic uniform item, he/she shall furnish a report from a medical professional which describes the medical condition and explains how it interferes with or prohibits the wearing of the basic uniform item, and recommends a medically appropriate alternative. The Flight Attendant shall be responsible for the cost of any substitute for, or alteration of, the basic uniform item. Orthopedic shoes must be of the same color as basic uniform shoes. The Company shall retain the discretion to approve or disapprove suggested substitutes for, or alteration of, basic uniform items.

G. UNIFORM ITEMS AND PRICES

The Company will publish a list of available uniform items and their current prices in the Flight Attendant Uniform Policy. The list will be amended by the Company when pricing or items change.

**ARTICLE 11
HOURS OF SERVICE**

A. GENERAL

Whenever this Agreement is superior to the Federal Aviation Regulations (FARs) for Flight Attendants, the provisions of this Agreement shall apply. Subsequent to the date of the signing of this Agreement, any improvements or modifications to the FARs for Flight Attendants that result in any improvement to the rest and duty time limitations contained in this Article shall apply to all Flight Attendants covered by this Agreement as provided in the FARs.

B. MONTHLY/WEEKLY LIMITATIONS

The Company may not schedule or reschedule any Flight Attendant for pay and credit time which will (a) exceed ninety-nine hours (99:00) pay and credit for flying and any classroom training exceeding one (1) day in any calendar month except as provided in Article 12 Scheduling in paragraphs F.6.andJ.5.b. ; or (b) exceed forty-five (45:00) pay and credit hours in any seven (7) consecutive calendar days with the following exceptions:

1. Flight Attendants may pick up trips or trades that exceed these limitations.
2. A Flight Attendant may be required to complete his/her line of flying during irregular operations even if doing so results in exceeding the monthly/weekly limitation in accordance with Article 11.B.

45 in 7 Example

A Flight Attendant may not be scheduled or rescheduled to exceed forty-five (45) pay and credit hours in any seven (7) consecutive days unless the Flight Attendant waives this restriction or as provided in Article 11.B., above. For the computation of pay and credit hours, you must use all pay and credit hours --duty rig, deadheading, and ferry. Day periods are counted midnight to midnight, base local time. The consecutive seven (7) day periods are progressive and you must look forward and backwards to determine if you have accumulated forty-five (45) hours of flight time in any consecutive seven (7) days. When the eighth (8th) day is added, you must subtract the first (1st) day. For example, from midnight of the first (1st) through midnight of the ninth (9th). You could have three (3) "seven (7) day periods". Now assume that you have the following credit values per day:

1	2	3	4	5	6	7	8	9	
6:00		7:15	:00	7:00	8:15	10:00	6:20	8:00	3:00
	7-day period								
	7-day period								
	7-day period								

During the three (3) "seven (7) day periods" above, the accumulated values are:

- (1). Days 1-7, the value is 44:50 this scenario would be legal.
- (2). Days 2-8, the value is 46:50 this scenario would not be legal unless (a) the Flight Attendant waived the restriction or (b) the Flight Attendant was required to complete his/her line of time in irregular operations as set forth in Article 11.B.

Furthermore, a rest break has no effect on this 45 in 7 provision. The twenty-four hour (24:00) rest break on Day 3 did not start a new seven (7) day period and does not in and of itself make the scenario on Days 2-8 legal.

(3). Days 3-9, the value is 42:35 this scenario would be legal.

ON-DUTY/DAILY LIMITATIONS

1. Current FARs shall apply to all Flight Attendants for staffing augmentation purposes, over and above the minimum Flight Attendant complement required for the flight or flights in that duty period for each type of aircraft operated by Sun Country Airlines. Any improvement in the applicable FARs shall also be applied consistent with applicable FAA implementation guidelines.
2. For the purpose of determining the need for augmentation, all on and offline deadhead, ferry and live flight segments shall be included in the scheduled duty time calculations within each duty period, with the following exception: the Company may exclude the last segment(s) of the duty period from the scheduled duty time calculation for augmentation purposes only if such segment(s) is an on or offline deadhead at the end of a duty period.
3. The duty period shall be the period of time from report to release.
 - a. Domestic Flying
 - (1) Except as set forth in paragraph C.3.a.(2) below, a Flight Attendant may not be scheduled or rescheduled for an on-duty period of more than fourteen hours (14:00) in regard to Domestic Flying, plus up to an additional two (2) hours for deadhead/ferry to base. In actual operation, a Flight Attendant shall not be required to remain on duty for more than sixteen hours (16:00); Flight Attendants, at their option, may remain on duty for an additional two (2) hours beyond sixteen hours (16:00) to deadhead or ferry to base.
 - (2) Up to three percent (3%) of all scheduled domestic pairings each bid month on a systemwide basis may be scheduled or rescheduled by the Company for an on-duty time of fourteen hours and one minute (14:01) to fifteen hours (15:00), plus an additional two
 - (3) hours for deadhead/ferry to base. Flight Attendants scheduled or rescheduled up to fifteen hours (15:00) pursuant to this paragraph shall not be required to remain on duty for more than sixteen and one half (16:30) hours; Flight Attendants, at their option, may remain on duty for an additional two (2) hours beyond sixteen hours and thirty minutes (16:30) to deadhead or ferry to base.
 - b. International Flying

A Flight Attendant may not be scheduled or rescheduled for an on-duty period of more than sixteen hours (16:00) in relation to International Flying not covered by paragraph C.3.c, below, plus an additional two (2) hours for deadhead/ferry to base. In actual operation, Flight Attendants shall not be required to remain on-duty for more than seventeen hours (17:00) in relation to International Flying not covered by C.4.c., below; Flight Attendants, at their option, may remain on duty for an additional two (2) hours

beyond seventeen hours (17:00) to deadhead or ferry to base.

c. International Military Charter Operations

International military charter operations shall not be subject to the on-duty limitations as set forth in Article C.3.b., above. For these operations, Flight Attendants shall not be scheduled or rescheduled for an on-duty period of more than eighteen hours (18:00), and shall not be required to remain on duty for more than twenty hours (20:00).

4. A Flight Attendant may be required to remain on duty during an Operational Delay within the duty limitations set forth in Article 11.C.1-3. Note: Rescheduling parameters in Article 12.J shall not apply in the event of an Operational Delay; provided, should the Company deadhead a Flight Attendant to base because of an Operational Delay, Article 12.J.2-3 shall apply.
 - a. If at any time during an on-duty period it is determined that, due to Operational Delays, a scheduled flight will not terminate within the actual on-duty limitation, then a Flight Attendant shall not be required to remain on duty before block begins for that flight. He/she may be rescheduled for another flight as long as that flight is scheduled to terminate within the earlier of:
 - i. The actual limit provided for in paragraph C.1-3 above; or
 - ii. Any other limitations in this Agreement.
 - b. Notwithstanding Paragraph C.4.a., above, the Company may put a Flight Attendant into rest due to an Operational Delay so that they may operate the remainder of the trip.
 - i. In this particular instance only, as an exception to the rescheduling provisions of this Agreement, a flight number that is adjusted due to the flight being operationally delayed into the next day (e.g., Flight 504 being adjusted to Flight 504a), shall not be considered a reschedule.
 - c. In the event of an Operational Delay that results in the Flight Attendant returning to base on the last segment(s) of his/her trip in excess of three (3) hours after the Flight Attendant's originally scheduled release time, a Flight Attendant shall be paid no less than two hundred percent (200%) of his/her applicable pay rate for actual block time of the segment(s) worked and/or deadheaded in excess of three (3) hours after the Flight Attendant's originally scheduled release time. If a Flight Attendant works and/or deadheads a portion of a segment in excess of three (3) hours after the Flight Attendant's originally scheduled release time, he/she shall receive no less than the two hundred percent (200%) premium pay for the actual block time of that segment. If an Operational Delay pursuant to this Paragraph results in a Flight Attendant returning to base after 0200 on a scheduled day off, the Flight Attendant shall also receive Loss of Off Day Pay, pursuant to Article 7.E.6, in addition to any premium paid pursuant to this Paragraph.

The following examples are provided for the purposes of clarifying the application of Paragraph C.4.c, above:

Example 1: A Flight Attendant is scheduled for a MSP-ORD-MSP turn, with a departure time of 0800 Local and release time in MSP of 1300 Local. The MSP-ORD segment

departure is delayed to 1000 Local. The ORD-MSP segment departure is delayed until 1530 Local and blocks in MSP at 1630 Local. Because the actual block in MSP was in excess of three (3) hours of the originally scheduled release time, the Flight Attendant shall be paid no less than two hundred percent (200%) of his/her applicable pay rate for the actual block time of the ORD-MSP segment.

Example 2: A Flight Attendant is scheduled for a MSP-ORD-MSP turn, with a departure time of 0800 Local and release time in MSP of 1300 Local. The MSP-ORD segment departure is delayed to 1130 Local. The ORD-MSP segment departure is delayed until 1330 Local and blocks in MSP at 1500 Local. Because the actual block in MSP was not in excess of three (3) hours of the originally scheduled release time, the Flight Attendant shall be paid his/her applicable pay rate for each segment of the turn, and premium pay shall not apply.

Example 3: A Flight Attendant is scheduled for a MSP-DFW-MSP turn, with a departure time of 0800 Local and release time in MSP of 1400 Local. The MSP-DFW segment departure is delayed to 1300 Local, with a 1500 Local release. The DFW-MSP segment departure is delayed until 1730 Local and blocks in MSP at 1930 Local. Because part of the MSP-DFW segment and the whole of the DFW-MSP segment were in excess of three (3) hours of the originally scheduled release time in MSP, the Flight Attendant shall be paid no less than two hundred percent (200%) of his/her applicable pay rate for the actual block times of the MSP-DFW and DFW-MSP segments.

Example 4: A Flight Attendant is scheduled for LAS-RNO-MSP on the last day of a 3-day trip. The day following the Flight Attendant's 3-day trip is a scheduled day off. The scheduled departure time from LAS is 1400 Local; the scheduled block time in RNO is 1500 Local; the scheduled departure time from RNO is 1600 Local; and the scheduled release time in MSP is 2130 Local. The RNO-MSP segment departure is delayed to 2100 Local and blocks in MSP at 0230 Local. Because the actual block in MSP was in excess of three (3) hours of the originally scheduled release time, the Flight Attendant shall be paid no less than two hundred percent (200%) of his/her applicable pay rate for the actual block time of the RNO-MSP segment; and because the arrival time was after 0200 Local on a scheduled day off, the Flight Attendant shall be paid Loss of Off Day Pay.

D. REST

1. Rest period means a period free of all restraint or duty for the Company and free of all responsibility for work or duty.
2. As required by the FAR, each Flight Attendant shall be given no less than twenty-four consecutive hours (24:00) free from duty within any seven (7) consecutive calendar days. Such twenty-four hour (24:00) period may occur within a trip hour period.
3. Minimum Rest
 - a. A Regular (Line Holding) Flight Attendant shall be scheduled for no less than thirteen (13) days off at his/her base. Reserve Flight Attendants shall be scheduled for at least eleven (11) days off at his/her base in a bid month.
 - b. A Flight Attendant shall be scheduled for no less than twelve (12) hours of rest at his/her

base between trips. At the Flight Attendant's request, scheduled rest may be reduced to eleven (11) hours.

- c. In actual operation, a Flight Attendant shall receive no less than ten (10) hours rest at a layover station or in base.
- d. Long Day Rest
 - (1) At Base: A Flight Attendant shall be scheduled for no less than fourteen (14) hours of rest following an actual or scheduled Long Day at his/her base. At the Flight Attendant's request, rest following a Long Day may be reduced to twelve (12) hours at his/her base, however such request is final and must be made within thirty (30) minutes of debrief.
 - (2) Away from Base: A Flight Attendant shall be scheduled for no less than fourteen (14) hours of rest, and in all cases shall receive no less than twelve (12) hours of actual rest following a scheduled or actual Long Day.
- e. Regardless of any delays that may occur during a trip (including, but not limited to late flight operations, delays in surface transportation or delays in the availability of accommodations) the minimum time from when a Flight Attendant is first able to check-in at his/her hotel room until the time it is necessary to check-out and return to duty, shall be not less than the required minimum rest in Paragraph D.3.c., above, minus one (1) hour.

4. General

- a. Flight Attendants shall be scheduled for a minimum of eight (8) hours of rest between release from a duty period and report for mandatory training or meetings (including; debriefings, submitting to a deposition, required scheduled court preparation, and/or when acting as a witness on behalf of the Company.) Consequently, if a Flight Attendant must be removed from a duty period or portion thereof, they shall be treated as rescheduled and pay protected for trip(s) missed or the meeting/training, whichever is greater. In the case of recurrent training, Flight Attendants shall bid for training either within their annual bid month or the previous month as determined by the Company. Flight Attendants shall not be eligible to bid for their grace late month.
- b. Rest periods required under this subsection D. can occur concurrently with any other rest period. If a Flight Attendant is not serving in a duty period, or on call as a reserve, or other on call status, that Flight Attendant is in rest.
- c. Time spent in classroom or hands-on training shall be considered neither duty nor rest as per current FARs. Should the FARs change in the future to include training time as duty time, such future FARs shall apply. A Flight Attendant may be required to perform flying if the training and the Flight Attendant's duty period can be completed within fourteen (14) hours.
- d. Time spent deadheading and ferry time is duty time for purposes of on-duty limitations and is not considered part of a rest period.

- e. The Company may not request or require any Flight Attendant to perform any duty during any actual minimum rest period.
- f. Time spent on call as a Flight Attendant on Reserve shall not be considered rest or duty for the purpose of rest requirements. A Reserve shall receive a twenty-four (24) consecutive hour rest break during any seven
- g. (7) consecutive calendar days. The rest required by this paragraph can be granted either at or away from base.

E. NOTIFICATION AND CONTACT

1. Each Flight Attendant is responsible for being thoroughly familiar with his/her schedule as originally bid and modified. It is the responsibility of the Company to notify each Flight Attendant of modifications to his/her schedule, and it is the responsibility of the Flight Attendant to be reasonably available for contact to be advised of such modifications.
2. Prior to contacting a Flight Attendant who is off duty, the Company will consider such factors as time of day, nature of modifications, and flying availability status of the Flight Attendant.
3. Changes in reporting time will be communicated in such a manner as to not interfere with rest.
4. The Company will contact a Flight Attendant (electronically and via phone - a voicemail shall be sufficient) at a minimum one hour and thirty minutes (1:30) prior to report time to inform him/her of delays. If unable to contact a Flight Attendant at least one hour and thirty minutes (1:30) prior to report time, the original check-in time will be used to calculate the duty day. If expected departures are to be moved up, such information will be communicated to the Flight Attendants as soon as practicable. In the event the Company moves to an automatic notification system, Flight Attendants shall be notified pursuant to that system in addition to a phone call.
5. While on minimum rest on layover, a Flight Attendant must be reasonably available for contact by the Company. Crew Scheduling will be advised if the Flight Attendant will not be available at the crew hotel for contact, and a contact number will be provided. The Flight Attendants may arrange with Crew Scheduling to be released from this requirement based on operations.
6. If a Flight Attendant reports for duty and is advised that the assignment has changed, the duty period nevertheless would have begun at the scheduled report time. The Company may keep him/her on duty consistent with the terms of this Agreement or release him/her into a rest period consistent with the terms of this Agreement.
7. A Flight Attendant may contact Crew Scheduling to request that he/she be removed from duty due to fatigue or insufficient rest resulting from circumstances beyond his/her control caused by operational irregularities, including issues beyond the Flight Attendant's control at the layover hotel.
8. If a Flight Attendant elects to return to duty after release or is required to perform additional duty beyond original scheduled duty, he/she will be considered to be continuously on duty and considered to have been junior assigned for the purpose of pay for the additional duty beyond the original scheduled duty.

F. PAY AND CREDIT HOURS

1. General

Flight time shall include all block to block time on regularly scheduled flights, ad hoc flights, sub-service flights, charter flights, ferry/positioning flights, deadhead, scenic/promotional flights or any other flights where Flight Attendant duties are performed.

a. Determination of Trip Time for Pay and Credit

For each trip, Flight Attendants will be paid the greater of:

- (1) All flight times for hours of service purposes, shall be determined by the greater of the scheduled time from block-to-block, or the actual elapsed time from block-to-block;
- (2) Duty Rig (The total duty time contained in the trip divided by 2);
- (3) Minimum Trip Credit (4.5 hour minimum per trip);
- (4) Minimum Average Duty Period Credit (An average of four hours (4:00) per duty period for the entire trip for multi-day trips); or
- (5) Trip Credit (Total time away from base for the trip divided by 4.2 – 4 hours 12 minutes).

b. Determination of Scheduled Times

- (1) In determining scheduled times for pay and credit purposes, the Company shall utilize published times in the bid package. Any time changes occurring after publication of the bid package shall have no effect on a Flight Attendant's pay time or credit time.
- (2) In the event that no established schedule or published times exist for a given flight segment, the most current available scheduled times shall be utilized for that specific flight segment as the scheduled times for pay and credit purposes. Where an established schedule does not exist, the flight plan shall be used for scheduled time. Prior to departure of the first flight of such trip or assignment, a Flight Attendant shall be provided the scheduled times (in writing or electronically) which shall be utilized throughout the trip or assignment.
- (3) When scheduled times are found in actual operation to be consistently insufficient, adjustments shall be made to such schedule to reflect sufficient scheduled time.

c. Determination of Credited Hours For Flight Time Limitations All flight time per paragraph F.1.a and b, above, plus credit time as provided in the following Articles shall constitute the credited hours for scheduling purposes:

Article 11.I Special Circumstances

Article 18.C.2 Rate Of Pay During Vacation

Article 14.A.1.a Rate Of Pay During Sick Leave (except when the Flight Attendant has requested to make up sick leave)

Article 12.K Cancellation Protection Article 12.J.5.d Rescheduling

Article 7.D. Deadhead and Ferry

Article 11.F.1.a (2-5) Minimum Trip, Duty Rig, Minimum Average Duty Period Credit, and Trip Hours Credit

Article 17.I.2 Jury Duty

A non-pay credit (Virtual Credit) of three hours and fifteen minutes (3:15) for each day a Flight Attendant is on authorized non-pay status shall be used in applying flight time limitations and in determining compliance with the provisions for maximum monthly limitations.

2. Minimum Monthly Pay

Unless otherwise specified in this Agreement, Flight Attendants will receive a minimum monthly guarantee of seventy-two and a half (72.5) hours for Flight Attendants who hold a regular, relief, or reserve line. Flight Attendants on any unpaid leave or unpaid vacation during the month shall be paid only for actual trips flown.

G. DRUG AND ALCOHOL TESTING CREDIT

The Flight Attendant will be considered on duty until the Flight Attendant completes the test or is returned to the airport, whichever comes last.

H. RIGHT OF REFUSAL PROTECTION

No Flight Attendant will be forced to accept a volunteer assignment.

I. SPECIAL CIRCUMSTANCES

Whenever a Flight Attendant is replaced by a member of In- Flight management, or a trainee, or a Company-selected employee on a scheduled flight(s) or trip at a point in time when such Flight Attendant is assigned, legal, and available to fly such flight, he/she shall receive pay and flight time credit for the scheduled value of the flight(s) or trip missed and not be subject to a reroute/reschedule.

TRIP HOURS CREDIT CHARTS 1 FOR 4:12 AWAY FROM BASE CREDIT TIME

(Minutes) (Minutes)

:00 to :02 00

:03 to :06 01

:07 to :10 02

:11 to :14 03

:15 to :18 04

:19 to :23 05

:24 to :27 06
 :28 to :31 07
 :32 to :35 08
 :36 to :39 09
 :40 to :44 10
 :45 to :48 11
 :49 to :52 12
 :53 to :56 13
 :57 to :59 14

AWAY FROM BASE	CREDIT TIME
(Hours)	(Hours/Minutes) 1:00
2:00	:29
3:00	:43
4:00	:57
5:00	1:11
6:00	1:26
7:00	1:40
8:00	1:54
9:00	2:09
10:00.....	2:23
11:00	2:37
12:00	2:51
13:00	3:06
14:00	3:20
15:00	3:34
16:00	3:49
17:00	4:03
18:00	4:17
19:00	4:31
20:00	4:46
21:00	5:00
22:00	5:14
23:00	5:29
24:00	5:43

ARTICLE 12 SCHEDULING

A. GENERAL

1. Upon the request of the Union or the Company, the parties may meet to discuss scheduling issues.
2. All telephone conversations regarding Scheduling between Flight Attendants and Crew Schedulers shall be conducted on a recorded telephone line. Upon request, the Company shall provide the President of the Local Union or his/her designee, with any recorded conversations, statistics, or information that is pertinent to bidding and the utilization or scheduling of regular or Reserve Flight Attendants for the purpose of resolving disputes only after the Union provides specific information in the request such as the approximate time and specific date of the call and the name of the Flight Attendants in the telephone conversation. All such material shall be made available for ninety (90) days.
3. The Union may activate the Union Scheduling Committee at any time. Such committee members shall include Sun Country Airlines Flight Attendants who are selected by the Union. Committee members may perform research, prepare presentations, and perform other tasks as may be assigned to them by the Union Representative.
4. The Union will be consulted if changes are made to those systems that affect monthly bidding, open time bidding or vacation bidding. No Preferential Bidding System will be implemented without the Company and the Union negotiating and reaching an agreement regarding implementation. The parties will meet promptly following ratification with the goal of completing discussions within one hundred eighty (180) days following commencement of discussions.

B. BIDDING PREPARATION

1. General

The bidding process shall include all “known” flying and deadheading, as defined in Article 2 Definitions of this Agreement.

2. Trip Preparation

All known flying and deadheading shall be built into trips consistent with the terms of this Agreement. However, new trips may be added until twenty- four (24) hours prior to the bid closing deadline.

- a. Preferential Bidding System (PBS) published trips shall include the following information:
[SUBJECT TO THE ABILITY OF THE PBS VENDOR BEING ABLE TO PROGRAM]

- (1) Trip number
- (2) All scheduled stops by station
- (3) Type of equipment
- (4) Flight Attendant staffing
- (5) Flight numbers
- (6) Departure times
- (7) Arrival times
- (8) Leg by leg block-to-block times including deadhead flights
- (9) Total block-to-block times

- (10) Duty period credit (total time on duty)
- (11) Layover times
- (12) Total time away from base
- (13) Total pay (and how trip is paying – duty rig, trip rig, block, min pay)
- (14) Long day designation
- (15) Report times
- (16) Release times
- (17) Deadhead and ferry information, to include surface deadhead, if available
- (18) Layover hotels and telephone numbers, if available
- (19) Per diem dollar amount for layovers and turns
- (20) Required Rest (for next possible duty)

- b. Domestic trips shall not be scheduled to exceed five (5) calendar days in duration. International trips shall not be scheduled to exceed (7) seven calendar days in duration. However, the Company may schedule up to six (6) international trips per calendar year that shall not exceed twelve (12) calendar days in duration.
- c. The Company will not schedule more than five (5) flight legs in a single duty period within a domestic multiple day trip. The Company may schedule up to two (2) additional flight legs which include tail end deadhead and/or ferry for the purpose of returning to base.
- d. When, in actual operation, the block-to-block flight time(s) and/or ground time(s) consistently differ from the published times, the Union Scheduling Committee may request a historical review of the times in question will be conducted and the times will thereafter be published in accordance with the historical realities.

C. PREFERENTIAL BIDDING SYSTEM (PBS)

- 1. Read-only access to PBS shall be available to two (2) individuals designated by the Local Union.
- 2. For purposes of schedule bidding only, a Flight Attendant who at the time the bid is published has a known, approved, unpaid period of unavailability during the bid period (e.g., retirement, personal leave of absence, medical leave of absence, maternity leave of absence, wedding leave, military leave) shall receive a Virtual Credit of three hours and fifteen minutes (3:15) for each day of unavailability. The Flight Attendant shall be permitted at his/her option to waive all or any portion of his/her Virtual Credit in three hour and fifteen minute (3:15) increments for monthly schedule bidding.
- 3. Regular Line Construction
 - a. Trips shall be constructed into as many regular lines as possible within the parameters set forth in Articles 5 Filling of Vacancies, 11 Hours of Service, and 12 Scheduling of this Agreement, so that when the process is complete there is not sufficient open time remaining to build an additional line. Regular lines shall contain:
 - (1) Trips, days off, planned absences, and pre-awards (e.g., training);
 - (2) A range of regular line values that are no less than seventy-two and one half (72.5) hours and no more than ninety-nine (99) hours of pay and credit per month in each base. PBS will provide a “low flying” option to bid a minimum of forty (40) credit hours and a maximum of sixty (60) credit hours. There will be no minimum guarantee for “low flying” Flight Attendants. Low flying awards will be based on operational needs. A Flight Attendant who

is awarded a low flying line may not exceed sixty (60) credit hours for the month. A Flight Attendant who is awarded a low flying line may pick up Critical Coverage that exceeds sixty (60) credit hours.

(3) No reserve days will be contained in the regular line construction.

(4) A minimum of thirteen (13) days off at base.

b. All remaining or additional trips that become known within twenty-four (24) hours prior to the Bid Closing Deadline shall be placed in open time.

4. Bidding Process

a. General

Commencement of bidding shall begin no later than 1200 CT on the 10th day of the month preceding the bid month. At that time, all known flying for the bid month will be electronically published for Flight Attendants to view and will include information as outlined in 12.B.2.a. A complete list of eligible bidders will be included. This information will be provided to the Union and updated with any trips added prior to twenty-four (24) hours before the bid deadline. Bidding shall be open for four (4) days and shall close at the bid deadline which shall be no earlier than 1200 CT on the 14th day of the month.

b. Eligibility To Bid

Flight Attendants in any of the following categories shall be eligible to bid:

(1) Flight Attendants on active status as of 1200 hours CT on the 10th will be included in the bid list.

(2) Flight Attendants awarded less than a Full Month Leave.

(3) Flight Attendants on furlough with a return date of no later than the 15th

(4) of the bid month.

(5) Flight Attendants who will complete training within the bid month.

c. Submitting Bid Preferences

(1) PBS choices will be agreed to by the company and union and must be compatible with the choices that can be programmed by the PBS vendor.

(2) Each Flight Attendant may submit a standing bid.

(3) Eligible Flight Attendants will utilize the electronic bidding system to submit monthly bid preferences.

(4) A Flight Attendant who fails to submit a monthly preferential bid and who has not submitted a standing bid shall have his/her award constructed using a generic standing bid. The Scheduling Committee and the Company shall create the generic standing bid utilizing

available PBS choices.

- (5) Flight Attendants shall have the option to bid trips together in groups of two (2). The actual trip award shall be at the junior bidder's seniority.

d. Bid Awards

- (1) As of 1200 Central time on the 14th calendar day of the month, all requests for open time transactions and mutual trip trades involving trips touching the last six (6) days of the current month shall be frozen. The frozen period shall end upon the publication of the Bid Awards, and open time transactions and mutual trades shall recommence.
- (2) A Flight Attendant's bid award shall be published no later than 1200 CT on the nineteenth (19th) day of the month. Flight Attendants shall be awarded trips in accordance with their preferences, in seniority order.

e. Leave for Flight Attendants who are awarded a full month or first half month leave shall commence on the first day of the awarded leave, or after the completion of any carry-in trip, up to two (2) days, whichever is later. In the event a carry-in trip is more than two (2) days, balance of days will be removed from a Flight Attendant's schedule.

f. Bid Award Errors

Any Flight Attendant who believes he/she has received an incorrect bid award shall notify Crew Planning within forty-eight (48) hours of the bid award. Crew Planning will review all inquiries submitted. If a programming or system error occurred, the affected Flight Attendant will be made whole. No remedy will be available if the subject of the inquiry was due to the Flight Attendant's choice of bid preferences. Where there is a programming error that impacts a substantial number of Flight Attendants (10% or more) in a base, there may be a re-award upon agreement between the Company and the Union.

5. Rebid

a. Determination for Rebid

In the event a change in published flying occurs, the determination for a rebid at a base(s) shall be as follows:

- (1) Whenever there is a loss of flying affecting forty percent (40%) or more of the flying at a base, a rebid shall take place.
- (2) A rebid may take place at a base provided the entire rebid process can be completed no later than the twenty-eighth (28th) day of the month prior to the bid month.

b. Rebid Process

After the determination has been made that a rebid will take place, all known flying and deadheading at the time of the rebid shall be built into trips and lines following the guidelines in paragraphs B.2. and C.4.-5. of this Article.

- (1) For the purpose of a rebid, the procedures for the bidding process and bid awards as described

in Paragraph C.4, above, shall be followed.

- (2) The rebid deadline shall begin as soon as practicable, but not later than the twenty-fifth (25th) day of the month prior to the bid month.
- (3) Every attempt shall be made to notify the affected Flight Attendants of the rebid. This shall include, but shall not be limited to, automated systems, bulletins, attempted telephone contact, bulletin board updates, and any other practical methods of communication.
- (4) All Flight Attendants at a base affected by a rebid may bid, unless they are not eligible to bid as described in Paragraph C.4.b., of this Article.

D. NOTIFICATION, REPORT AND RELEASE PROCEDURES

1. Flight Attendant Schedule and Notification Responsibilities

a. In addition to items in Article 11.E., Flight Attendants will have the following responsibilities:

- (1) All Flight Attendants shall be required to report for flights as awarded or assigned. In the event a Flight Attendant is unable to work his/her flight(s) or trip(s), they shall notify Crew Scheduling as soon as possible. (This shall apply at both base and layover stations).
- (2) Flight Attendants shall provide confirmation to Crew Scheduling that they have received notification of any changes to their trip(s) or line, via a recorded telephone line or an automated system.
- (3) The lead Flight Attendant will be determined at sign-in when Flight Attendants report for a trip.

2. Crew Scheduling Notification Responsibilities

Every attempt shall be made to contact a crew member when there is a flight delay in excess of two (2) hours. When a trip is canceled or changed prior to the Flight Attendant reporting for duty, Crew Scheduling shall notify Flight Attendants as follows:

a. Major Change (occurring within 24 hours of report time)

“Major Change” is defined as:

A change in the report time, a change in the release time of greater than two (2) hours, layover location, length of trip or trip credit greater than two (2) hours.

Notification of a major change will be made as soon as possible, but in no case more than four (4) hours after the change is made.

b. Minor Change

“Minor Change” is defined as, but not limited to:

A change in flight or trip numbers, potential required days off for Reserves due to FARs, or those major changes that affect a trip for which report time is more than twenty-four (24) hours

after the change has been made.

Notification of a Minor Change will be made not later than forty-eight (48) hours after the change is made.

- c. Scheduling may attempt to contact Flight Attendants on layover only to make notification of changes that occur within the trip hour period of the trip being flown. However, should a Flight Attendant initiate contact with the Scheduling Department, notifications may be made of all outstanding changes.
- d. Such notifications as described in Paragraph 2.a-c. above shall be made electronically, and if the Flight Attendant does not acknowledge the electronic notification, then a recorded telephone call will be made to the Flight Attendant. The Flight Attendant will be responsible for the changes when positive contact is made or the change is acknowledged electronically. Positive contact consists of verbal contact on a recorded line or in person.

3. Report Procedures

- a. For departures from a Flight Attendant's base and following a layover at a down-line station, such Flight Attendant shall report to the designated location as follows:
 - (1) Ferry and on-line deadhead, report is forty-five minutes (:45) before departure.
 - (2) Narrow body, or domestic off-line deadhead, report is one (1) hour before departure.
 - (3) Wide body, report is one hour and fifteen minutes (1:15) before departure.
 - (4) When a Flight Attendant's duty period begins with an international off-line deadhead, he/she shall report one hour and thirty (1:30) prior to departure.
 - (5) All of the above may be reduced to thirty minutes (:30) due to operational necessity.
 - (6) If report time is reduced as above then the duty time shall start at the revised report time provided he/she has been actually notified of the change.
- b. If the Company requires a report time inconsistent with the report times listed in Paragraph D.3.a., above, with respect to charter flights, the required report time shall be listed in the trip and the Flight Attendant will be paid for the added time at his/her hourly rate.
- c. Position Bidding
 - (1) Position bidding shall commence immediately among all Flight Attendants who have reported for duty at the designated time and location at the beginning of each trip. Thereafter, if the crew complement changes, or a crewmember is released to join their crew down line, at the current Lead Flight Attendant's option, a rebid for the Lead Flight Attendant position may occur and a rebid of all other work positions on the aircraft shall occur.
 - (2) Positions shall be offered in seniority order and forced in reverse seniority order.
 - (3) Flight Attendants who have not completed four (4) months of probation may not serve in the Lead Flight Attendant position. In the event only probationary Flight Attendants are assigned

to the flight, the most senior Flight Attendant shall be designated as the Lead Flight Attendant.

4. Release From Duty

- a. The release time shall apply to all flying, ferrying, and deadheading and shall be fifteen minutes (:15) after the actual block-in time (thirty minutes (:30) when a customs/immigration clearance is required), except as described in paragraph D.4.b, below.
- b. The release time for Per Diem, Duty Rig, and Trip Hour Credit purposes shall apply to all flying, ferrying, and deadheading and shall be fifteen minutes (:15) after the later of scheduled or actual block-in time (thirty minutes (:30) when a customs/immigration clearance is required).
- c. Release from Duty As A Result Of A Lengthy Delay at Base.
 - (1) After a Flight Attendant has reported for duty at his/her base for a one (1) day turn and it appears that the flight to which he/she is assigned will be delayed for more than three (3) hours, he/she may make a request to a crew scheduler to be relieved from duty.
 - (2) Such Flight Attendant shall be relieved if a Reserve Flight Attendant can be made available for assignment to take the delayed flight in time for departure without negatively affecting the Company's operation.
 - (3) The Flight Attendant shall remain available until such time as he/she is actually relieved by the Reserve Flight Attendant.
 - (4) Such releases shall be accomplished on a first requested, first relieved basis, however, if more than one (1) Flight Attendant requests to be relieved at the same time, such Flight Attendants shall be relieved in seniority order.
 - (5) A released Flight Attendant shall not be paid for the trip(s) lost.

E. REVIEW OF ASSIGNMENT

Flight Attendants shall comply with Crew Scheduling assignments. In the event any question of legalities or contractual procedures should arise related to an assignment, a Flight Attendant may, in a timely manner, ask for a review of the assignment. The Flight Attendant shall continue to report for the flight(s) as directed. Should it be discovered later that the Flight Attendant was correct, he/she shall receive additional pay for each duty period incorrectly flown, prorated at a rate equal to an additional one-half (1/2) of his/her applicable rate of pay.

F. SCHEDULE ADJUSTMENTS

1. Mutual Trip Trades

- a. A Flight Attendant may trade one, some, or all of his/her trips or his/her entire line with another Flight Attendant(s) at his/her base provided such trade(s) do not create a conflict with Articles 4 Training, 11 Hours of Service and 12 Scheduling of this Agreement or the applicable FARs for Flight Attendants. Such trades shall be processed as outlined in 12.F.1.b, below, upon request from both Flight Attendants via the automated system.
- b. Trade requests between eight (8) hours prior to departure and the report time for the earliest

departing trip will be granted unless the trip begins with an off-line deadhead or international destination. The provisions of Articles 4 Training, 11 Hours of Service and 12 Scheduling of this Agreement and applicable FARs for Flight Attendants shall apply to such trip trades.

2. Open Time

- a. All trips not awarded in the monthly PBS process, all trips removed or dropped from a Flight Attendant's line for any reason; and all trips which are not assigned shall be considered to be open time and placed in Open Time. Open Time Trips and Awards shall be accessible to Flight Attendants via the automated system. Flight Attendants will be able to request Open Time Trips and open time trip trades through such system.
- b. Daily Open Time will commence at 1801 CT on the twentieth (20th) day of the previous month and continue each day thereafter.
- c. Open Time shall include all trips (including LWOPs) available for assignment and shall include all trip information in 12.B.2.a. and, in the case of an LWOP, the Flight Attendant name and employee number dropping the trip.

3. Open Time Procedures

Any Flight Attendant who desires to request Open Time, trade his/her trip(s) with Open Time, or drop a trip(s) into Open Time shall submit such request(s) via the automated system.

Flight Attendants may make Open Time requests as follows:

- a. A Flight Attendant may request specific trip(s) on specific date(s).
- b. Flight Attendants may request to straight pick up a specific trip from a specific Flight Attendant even if the Company or other Flight Attendants have the same trip in open time.
- c. Open Time trip request(s) shall be processed on a first-come, first-served basis, with the exception of Newly Contracted Trips, as discussed in Paragraph 12.F.3.d., below.
- d. Newly Contracted Trips shall be identified in Open Time by color, and shall be awarded in seniority order for straight pick-ups only.
 - (1) Newly Contracted Trips are defined as flying that is newly contracted and constructed by the Company either (a) after 1200 Central time on the 13th of each month for flying the following month; or (b) during the current month for flying that same month. Trips created pursuant to Section 12.M.1. shall not be considered Newly Contracted Trips.
 - (2) Newly Contracted Trips will be placed into Open Time at 2200 base local time daily, with the following exceptions:
 - a) Newly Contracted Trips that are constructed during the frozen period, as discussed in Section 12.C.4.d., for flying during the last six (6) days of the current month, shall be placed into Open Time at 2200 base local time after the frozen period ends on the nineteenth (19th) day of the current month.
 - b) Newly Contracted Trips constructed on or after the 13th of the current month for flying

the following month, shall be placed into Open Time at 2200 base local time on the day Open Time commences for the following month.

- (3) Newly Contracted Trips shall be color coded in Open Time under the following terms:
 - a) Newly Contracted Trips with a report time that is three (3) or more calendar days after the 2200 base local posting time will be color designated and will be open for bid for twenty-four (24) hours and awarded at 2200 base local time the following day.
 - b) Newly Contracted Trips with a report time that is two (2) calendar days after the 2200 base local posting time will be color designated and will be open for bid for fourteen (14) hours and awarded at 1200 base local time the following day.
 - c) Newly Contracted Trips with a report time that is the next calendar day after the 2200 base local posting time are excluded from seniority-based bidding, and will be either placed into Open Time for pick-up on a first-come, first-served basis or awarded pursuant to the terms of Section 12.I. of this Agreement.
- (4) Newly Contracted Trips that are removed prior to the award time as defined in Section 12.F.3.d.(3).(a)-12.F.3.d.(b), above, shall not be awarded.
- (5) Flight Attendant legality for Newly Contracted Trips shall be based on the Flight Attendant's schedule at the time of the award.
- (6) Newly Contracted Trips can be built as part of a mixed pairing that contains other new flying that is not newly contracted.
- (7) Newly Contracted Trips that are not awarded pursuant to the terms of Paragraph 12.F.3.d. shall be moved into Open Time for pick-up on a first-come, first-served basis or awarded pursuant to the terms of Section 12.I. of this Agreement.

Note: The provisions in Paragraph 12.F.3.d, above, shall become effective at the time PBS is implemented; should the Company implement Live Open Time prior to PBS, the provisions in Paragraph 12.F.3.d shall become effective, except for the timelines. The applicable timelines otherwise provided in this Agreement shall continue in effect until such implementation.

- a. A request(s) shall not be approved if such request(s) would result in a conflict with Articles 4 Training, 11 Hours of Service and 12 Scheduling of this Agreement or the applicable FARs for Flight Attendants.
4. Trip Pick Ups, Trip Drops (LWOPs) and Trip Trades With Open Time (OTTTs)
 - a. Trip Pick-Ups

Trip pick-ups which do not create an actual conflict with Articles 4 Training, 11 Hours of Service and 12 Scheduling of this Agreement or the applicable FARs for Flight Attendants shall be approved.
 - b. Trip Drops (LWOPs)

- (1) Flight Attendants shall be allowed to drop a trip(s) into Open Time. Such trip drop shall be made final only when the trip dropped is awarded or assigned to another Flight Attendant. Once awarded or assigned, the Flight Attendant shall not be required to remain available for such trip and all pay and credit will transfer to the Flight Attendant awarded the trip. When a Flight Attendant wishes to pull his/her trip drop out of Open Time, it must be done via the automated system.
- (2) If such trip drop is not awarded, the trip shall remain on the Flight Attendant's line.
- (3) A Flight Attendant who drops a trip that brings them below the minimum monthly guarantee shall only be paid and credited for the hours flown.

c. Trip Trades with Open Time (OTTTs)

When a Flight Attendant desires to add a trip(s) from Open Time and to simultaneously drop a trip(s) to Open Time it shall be considered a Trade with Open Time. OTTTs for trips that start on the same day shall be approved, subject to the following exceptions: OTTTs involving a trip that departs within forty-eight (48) hours of the request and OTTTs involving a trip posted for critical coverage shall not be approved; and, OTTTs for trips that start on different days will be awarded at the discretion of the Company.

d. Half Month Leave

Flight Attendants who have been awarded a Half Month Leave shall be permitted to add, drop or trade trips within their Half Month period.

5. High Time

A Flight Attendant may choose to fly over ninety-nine (99) credited hours for the month.

6. Over Projection Adjustments

Flight Attendants who have returned to their base upon the completion of a trip whose accumulated credited time plus their projected remaining scheduled credited time for the month, including recurrent training time, exceeds the monthly maximum PBS line value of ninety-nine (99) credited hours shall have the option to request an adjustment through Crew Scheduling. Such request shall be approved subject to the following:

- a. If the trip requested to be dropped is scheduled to depart within the next twenty-four (24) hours after their return to base such Flight Attendants shall notify Crew Scheduling by telephone no later than six (6) hours after block in of the trip that caused the over projection.
- b. If the trip requested to be dropped is scheduled to depart more than twenty-four (24) hours after their return to base, such Flight Attendants shall submit requests for adjustment via the automated system.
- c. Such requests shall be submitted within twenty-four (24) hours of the block-in time at base of the trip which caused the Over Projection but in no case later than what is specified in a. above. If a Flight Attendant fails to submit such requests within the prescribed period, no adjustment shall be made to his/her schedule.

- d. A Flight Attendant who desires to adjust his/her line shall drop the trips or portion of the trips of the least time value that will satisfy the time requirement. If all remaining trips are of equal value, the Flight Attendant, with the assistance of Crew Scheduling shall choose which trip(s) shall be dropped.

G. CRITICAL COVERAGE

1. In the event the Company experiences Critical Coverage, Flight Attendants will be eligible to volunteer for Critical Coverage incentive flying. Critical coverage can be declared at any time.
2. Trips designated as Critical Coverage in daily open time will be awarded on a first-come, first-served basis. Once the report time for the trip(s) is within twenty-four (24) hours, it/they may be assigned to reserves (and if no reserves are available, it/they may be junior assigned).
3. Critical Coverage flying shall be designated for specific trips. Flight Attendants will be notified of such trips by an automated system in which Flight Attendants will have the option to receive notifications of such offerings. Flight Attendants must submit their request for the Critical Coverage trips via the automated system. Awards will be made as stated in 12.G.2, above.
4. Flight Attendants awarded Critical Coverage shall receive additional pay for such trip(s), prorated at a rate equal to at a minimum an additional seventy-five percent (75%) of their applicable rate of pay, effective on DOS, and effective four (4) years after DOS, at a minimum an additional one hundred percent (100%).
5. Further conditions are as follows: All contractual legalities must be maintained, Critical Coverage applies to straight pick-ups only (trades do not apply), and the Flight Attendant must be on a paid vacation day or off day (which does not include unpaid leave or unpaid vacation).
6. Once a Flight Attendant is awarded a Critical Coverage assignment, the assignment is final and all duty obligations apply.
7. If Critical Coverage is subsequently traded, the incentive flying pay is not transferable.
8. During a period of declared Critical Coverage, personnel from In-Flight and/or Flight Attendant Training departments (on the Sun Country Airlines Flight Attendant System Seniority List) shall be allowed to pick up trips from open time without pay protecting another Flight Attendant. Such trip adds shall be limited to not more than two (2) times in any calendar month.

H. JUNIOR ASSIGNMENT (DRAFTING)

1. In the event the Company cannot staff its operations with available reserves or Critical Coverage, it may, in reverse seniority, draft a Flight Attendant who is on his/her days off (legal in all respects) to fly trips as necessary. A Flight Attendant who is drafted will be paid two (2) times his/her hourly rate for the hours flown. In the event the assignment causes an illegality with a subsequent assignment, the Flight Attendant will be pay protected for that subsequent trip.
2. Flight Attendants shall not be required to accept a drafted assignment more than once during each calendar month.

I. ASSIGNMENT OF OPENTIME

After complying with the awarding of Open Time Procedures in Paragraph F.2, above, Crew Scheduling may begin assigning Open Time involving trips scheduled to report within forty-eight (48) hours in the following manner:

1. In reverse seniority order among Time Available Flight Attendants (TAFA) who have lost a trip pursuant to Paragraph K.4;
2. Reserve Flight Attendants; and
3. After exhausting Critical Coverage, drafting of Flight Attendants for Junior Assignment in reverse seniority order.

J. RESCHEDULING AND CANCELLATION

1. When a Flight Attendant is rescheduled, his/her new report time shall be no earlier than one (1) hour before his/her original trip hour period and his/her release time shall be no later than three (3) hours after the original release time (i.e., footprint). The Company shall make every effort to comply with this provision.
2. When no transportation options exist to comply with the return to base requirements stated above, the Flight Attendant shall be returned to domicile and released as early as possible, and by the most direct routing available either online or offline.
3. Under no conditions shall a Flight Attendant work or deadhead more than two
4. flight legs back to domicile. The goal is to return the Flight Attendant back to their base.
5. If the Flight Attendant is released after 0200 local base time on a scheduled day off he/she will receive four and a half (4.5) hours of pay.
6. Such rescheduling shall be accomplished as follows:

a. Eligibility for Rescheduling

The Company shall make every effort to avoid rescheduling a Flight Attendant into a planned vacation or leave of absence. If such interference is unavoidable the Company shall make every effort to minimize the intrusion. Should the intrusion occur, the Flight Attendant will receive pay for the scheduled vacation day plus the full value of the trip. Additionally, the Flight Attendant may elect to receive an additional unpaid vacation day based on mutual agreement with the Company.

b. Rescheduling Options

- (1) The provisions of Articles 11 Hours of Service and 12 Scheduling of this Agreement and applicable FARs for Flight Attendants shall apply to rescheduling. Furthermore, Flight Attendants on the last trip of the month shall not be rescheduled over their monthly maximum of ninety-nine (99) hours without their consent except to return them to base.
- (2) In the event it becomes necessary to reschedule a Flight Attendant(s) and it shall not have an adverse effect on the Company's operation, the rescheduling shall be offered in seniority order, then assigned in reverse seniority order among all Flight Attendants who are eligible (as described in paragraph 5.b.1., above) for rescheduling.

c. En Route Rescheduling

Flight Attendants, whether regular or reserve shall not be required to be on call pending assignment or a rescheduling while on layover or during a trip hour period. A Flight Attendant who has been rescheduled away from his/her base may, with the approval of Crew Scheduling, trade his/her rescheduled trip with another Flight Attendant from his/her base.

d. Rescheduling Protection

When a Flight Attendant is rescheduled and the application of paragraph K., below, does not apply, such Flight Attendant shall be paid and credited with the value of the original trip or the rescheduled trip, whichever is greater. Such protection also applies to both trips when one trip is rescheduled and conflicts with a second trip that was originally scheduled to depart within the last five (5) scheduling days of the bid month. Rescheduling Protection does not apply to over projection adjustments that are requested by the Flight Attendant.

K. TIME AVAILABLE (TAFA)

When a Flight Attendant's trip is canceled, combined, sub-serviced, becomes illegal (unless the Flight Attendant becomes illegal during the last five (5) days of a bid month and is pay protected pursuant to Paragraph J.6.d, above), or his/her position is canceled as a result of an equipment substitution, the following procedures will apply:

- a. A Flight Attendant will be required to sit "time available," when the trip removal is less than twelve (12) hours prior to report time; provided, that in the event of the removal of a Turnaround Trip, the Flight Attendant may contact Crew Scheduling, via Positive Contact, no later than four (4) hours prior to the report time of the original trip to request that he/she be placed on a LWOP, which request Crew Scheduling may grant based on operational needs; or, in the event of the removal of a multi-day trip, the Flight Attendant may notify Crew Scheduling, via Positive Contact, no later than one (1) hour prior to the original report time whether he/she wants to sit "time available" or be placed on a LWOP. If the trip is removed at least twelve (12) hours but less than seventy-two (72) hours prior to report time, the Flight Attendant will notify, via Positive Contact, the Company no later than twelve (12) hours prior to the report time of the original trip as to whether he/she wants to sit "time available" or be placed on a LWOP. For trips removed seventy-two (72) hours or more prior to report time, a Flight Attendant will notify, via Positive Contact, the Company at least forty-eight (48) hours prior to report time of the original trip of his/her election to sit "time available" or be placed on a LWOP. A Flight Attendant who fails to make Positive Contact with the Company in accordance with the above, with respect to a trip removal twelve (12) hours or more before report time, shall be placed on a LWOP. An assignment to an alternate trip(s) which operates within the footprint of his/her original trip will be made under this provision and shall be in reverse seniority order of all Flight Attendants on TAFA, consistent with the terms of Paragraph I.

EXCEPTION: Whenever multiple trips are combined into a single trip, the Flight Attendants who were originally scheduled to operate the first segment of the newly combined trip shall be the working crew.

- b. A Flight Attendant electing to sit time available must be given a minimum of eight (8) hours notice of an alternate trip if at all possible, but no less than a minimum of four (4) hours notice of an alternate trip unless the Flight Attendant is on duty.
- c. If the trip lost was scheduled to operate over multiple days, a Flight Attendant may be assigned to one

or more trips within the footprint of the original trip.

- d. A Flight Attendant shall not be required to accept an assignment once the pay and credit value of the original trip has been reached.
- e. If no alternate assignment is made, the Flight Attendant shall be pay protected for the value of their original trip.

L. DEADHEAD

- 1. Flight Attendants shall not deadhead on any aircraft or over any route which is not approved within FARs for the safe carriage of revenue passengers, with the exception of part 91 of the FARs for pilots. Flight Attendants will not be required to deadhead on any airline that is not also utilized by Company pilots.
- 2. Deadhead Scheduling
 - a. Deadhead time shall be considered duty time for purposes of contractual on- duty limitations. In actual operation, at the Flight Attendant's discretion, maximum duty limitations, as specified in Section 11 Hours of Service, may be extended up to two (2) additional hours for purposes of deadhead return to base at the conclusion of a trip.
 - b. Deadhead shall not be considered as rest for purposes of Article 11 Hours of Service rest requirements.
 - c. Flight Attendants shall be provided with authorization or booking numbers.
 - d. A Flight Attendant deadheading from any duty assignment for the Company shall be provided with confirmed transportation, whether revenue or non-revenue and shall not be subject to being bumped from the scheduled flight.
 - e. Only in the case of an equipment substitution to a lesser capacity aircraft, causing a passenger over sale situation, may a Flight Attendant be bumped from their originally scheduled deadhead flight home. In that event, such Flight Attendant shall be returned to domicile by the most direct routing available either online or offline. The language regarding rescheduling release times in the footprint shall apply. If no such flights are available within four (4:00) hours, such Flight Attendants shall receive a hotel room pursuant to Article 8, Travel and Hotel Expenses. Additionally, such Flight Attendants shall receive deadhead pay and credit. This Agreement does not preclude rescheduling pursuant to Article 12.K.
 - f. For online deadheading known at the time of the Bid Awards, the Company shall reserve (block) an appropriate number of contiguous seats in the forward portion of the coach cabin of the aircraft for deadheading Flight Attendants. For other online deadheading the Company shall use its best efforts to provide contiguous seating for deadheading Flight Attendants in the forward portion of the coach cabin.
 - g. A duty period consisting solely of deadhead is considered a day of work.
- 3. Deadhead Pay And Credit
 - a. Except as otherwise provided, Flight Attendants who are assigned by the Company to deadhead to or from any location shall receive 100% of his/her hourly rate for such deadhead.

- b. Surface transportation assigned by the Company shall be considered and paid as a deadhead when:
 - (1) It includes travel from origin to destination that is more than forty (40) miles or 40 minutes apart (whichever is less), based on Google Maps driving mileage, unless a rest period occurs at a place between the two (2) locations; or
 - (2) It includes travel from origin to destination that is more than fifty (50) miles or fifty (50) minutes apart (whichever is less), based on Google Maps driving mileage, when a rest period occurs at a place between the two (2) locations.
 - (3) A Flight Attendant who is assigned by the Company to deadhead will receive 100% of his/her hourly rate for the greater of scheduled or actual deadhead time.

4. Alternate Deadhead to or From Flight Duty

- a. When the first scheduled leg(s) of a trip contains a deadhead leg(s) to flight duty, a Flight Attendant may request not to take the scheduled deadhead, and with the approval of Crew Scheduling will instead report for duty one (1) hour (one hour and fifteen minutes (1:15) for wide-bodied) prior to the first leg he/she is scheduled to fly.
- b. When the last scheduled leg of a trip contains a deadhead leg(s) from flight duty a Flight Attendant may instead be released from duty prior to such scheduled deadhead with the approval of Crew Scheduling.
- c. In either case of paragraphs a. or b. above, the Flight Attendant shall be paid and credited for the scheduled trip and shall receive per diem as if he/she had actually taken the deadhead.
- d. The Company shall not be responsible for additional costs such as hotel or transportation costs incurred by the Flight Attendant due to a delayed deadhead.
- e. Flight Attendant requests to delay deadhead arrangements shall not interfere with the remainder of the Flight Attendant's line.

5. Ferry/Positioning

- a. Flight Attendants shall not ferry on any aircraft or over any route which is not approved within FARs for the safe carriage of revenue passengers, with the exception of Part 91 of the FARs for pilots.
- b. Ferry time shall be considered duty time for purposes of contractual on-duty limitations. In actual operation, at the Flight Attendant's discretion, maximum duty limitations, as specified in Article 11 Hours of Service, may be extended up to two (2) additional hours to ferry to base at the conclusion of a trip.
- c. Ferry time shall not be considered as rest for purposes of Article 11 Hours of Service of this Agreement.

M. VOLUNTEER LIST FOR EXTENDED PAIRINGS

- 1. From time to time the Company is asked to compete for extraordinary flying (e.g., the Clinton Foundation charter or other one-time opportunity, non-recurring flying) that requires pairings to be

constructed in extended lengths (beyond those established in Article 12.B.2.b). In order to successfully compete for this unique flying and to accomplish it consistent with the requirements of the particular opportunity, the following shall apply:

- a. The Company shall post a notice to all Flight Attendants asking them if they wish to volunteer for this extraordinary flying. The notice will have a closing date and will be valid for six (6) months. Volunteers must be projected to be available for the six (6) consecutive months.
- b. When extraordinary flying occurs as described above, the Company will utilize the volunteer list in seniority order. If all positions are not filled by this method, the remaining positions will be assigned in reverse seniority order from the volunteer list.
- c. Once the trip is awarded/assigned, the trip may not be traded.
- d. Whenever trips are dropped to accommodate the extraordinary flying, the Flight Attendant will be paid the greater of the new trip award/assignment or the dropped trips, whichever is greater.

**ARTICLE 12.1
RESERVE**

A. Reserve Line Construction

The following provisions shall be used for the construction of reserve lines:

1. All reserve lines shall be built with a minimum of eleven (11) scheduled days off, four (4) of which may be designated by the Flight Attendant as Guaranteed Days Off (GDO) (free from all duty with the Company at his/her base).
2. SDO and GDO shall be from 0001-2400, base local time.
3. Each reserve line shall be scheduled to contain a minimum of three (3) and a maximum of five (5) separate periods free from all duty, none of which shall be less than forty-eight (48:00) consecutive hours. Reserve Flight Attendants may waive the forty-eight (48:00) consecutive hour requirement in this paragraph.
4. The Company shall, at each base with Reserve lines, award to a Flight Attendant with such preference a Reserve line with at least one (1) full weekend off that cannot be moved by the Company, provided the Company may limit such awards to 25% of all Reserve lines awarded at each base. [Subject to being able to program in PBS.]
5. During a month in which a Reserve Flight Attendant is on vacation and/or a leave of absence, days off in the remainder of the month shall be in the same proportion as:

Available Reserve Days	Reserve Days Off	Available Reserve Days	Reserve Days Off
1	0	16	5
2	0	17	6
3	1	18	6
4	1	19	6
5	2	20	7
6	2	21	7
7	2	22	7
8	3	23	8
9	3	24	8
10	3	25	8
11	4	26	9
12	4	27	9
13	4	28	9
14	5	29	10
15	5	30	11
		31	11

B. Reserve Report Procedures at Base

1. A Reserve Flight Attendant who is given two hours (2:00) or more notice prior to departure time shall follow report procedures as outlined below in Paragraphs B.3 and B.4, below.
2. A Reserve Flight Attendant, who is given less than 2 hours (2:00) notice prior to departure time, shall make every effort to report in time for scheduled departure. He/she shall report within two hours (2:00) after notification, and may elect to proceed directly to the departure gate without reporting at the designated location. Reserve Flight Attendants shall receive a directive from Crew Scheduling at time of assignment, as to any arrangements for bus transportation, and/or Company paid parking.
3. For departures from a Reserve Flight Attendant's base and following a layover at a down-line station, such Reserve Flight Attendant shall report to the designated location as follows:
 - a. Ferry and on-line deadhead, report is forty-five minutes (:45) before departure.
 - b. Narrow body, or domestic off-line deadhead, report is one (1) hour before departure.
 - c. Wide body, report is one hour and fifteen minutes (1:15) before departure.
 - d. When a Reserve Flight Attendant's duty period begins with an international off- line deadhead, he/she shall report one hour and thirty (1:30) prior to departure.
 - e. All of the above may be reduced to thirty minutes (:30) due to operational necessity.
 - f. If report time is reduced as above then the duty time shall start at the revised report time, provided he/she has been actually notified of the change.
4. If a charter company customer requires a report time inconsistent with the report times listed in Paragraph B.3., above, with respect to charter flights, the required report time shall be listed in the trip and the Reserve Flight Attendant will be paid for the added time at his/her hourly rate.

C. Reserve Status and Assignment

1. General
 - a. Flight Attendants awarded a regular line shall not be required to be on reserve status at any time.
 - b. Reserve Flight Attendants shall not be required to be on call while on a layover.
 - c. Crew Scheduling shall not restrict or specify the location where a Reserve Flight Attendant shall be on call with the exception of the following:
 - (1) A Reserve may only be assigned to standby duty at a designated location at a Flight Attendant base twice in any bid month.
 - (2) A Reserve may be on standby duty at the designated location for a maximum of six (6) hours. The duty time shall commence at the time the Flight Attendant reports for duty. In the case of standby duty at a base other than the Flight Attendant's base, however, such standby duty shall be subject to the same rules that govern a trip including but not limited to, reporting at the Flight Attendant's base, transportation to and from the standby duty location, Article 7

Compensation, Article 8 Hotel and Travel Expenses, release at the Flight Attendant's base, etc.

- (3) A Reserve assigned standby duty who is not utilized shall be released for minimum rest as described in Article 11 Hours of Service, at the end of the period.
 - (4) The Reserve assigned to airport standby will receive a pay and credit value of four hours and 10 minutes (4:10) or what they fly, whichever is greater.
- d. A Flight Attendant awarded a reserve line must, except on his/her assigned days off, be available for duty at all times unless expressly released by Crew Scheduling. A Reserve Flight Attendant who is notified of a trip via voice mail shall be given twenty (20) minutes to respond to the call from Crew Scheduling. Such twenty (20) minute period shall be part of the notice time of the reserve report procedures set forth in Article 12.1.B. of this Agreement. Flight Attendants may also acknowledge a reserve assignment through the electronic notification system.
 - e. Crew Scheduling may assign trips to Reserve Flight Attendants with any departure time (with a minimum two hour call out as provided above in Article 12.1.B., but may only call a Reserve Flight Attendant for notification during their Contact Availability Period (CAP) as defined in C.2., below.
 - f. Reserve Flight Attendants who are on call, shall not be considered to be on duty or in rest, for the purpose of rest requirements and duty limitations described in Article 11 Hours of Service of this Agreement.
2. Reserve Contact Availability Period (CAP)

Reserve Contact Availability Period(s) (CAP(s)) will be built into lines and included in the bid package. Upon implementation of a preferential bidding system (PBS), CAPs will be bid in PBS and awarded in seniority order.

AM Contact (AM CAP) will be from 0901 to 2100;
PM Contact (PM CAP) will be from 2101 to 0900; and
24-Hour Contact (24 CAP) will be from 0001 to 2400.

No more than 50% of total reserve positions systemwide will be 24- hour reserve.

3. Reserve Assignment Procedures

Crew Scheduling shall make trip assignments to Reserve Flight Attendants in the following manner:

- a. Reserve Flight Attendants who are on call on a given day shall be grouped for assignment purposes according to their accumulated credited hours. Group 1 will include all Reserve Flight Attendants who have not accumulated credited hours in excess of the minimum monthly guarantee. Group 2 will include all Reserve Flight Attendants who have accumulated credited hours in excess of the minimum monthly guarantee.
- b. Reserve assignments shall be made in the following order:
 - (1) CAP group (AM, PM, or 24-hour);

- (2) ON/OFF days;
- (3) Group 1 in reverse order of total credit hours and then in reverse seniority order (if hours are the same); and
- (4) Group 2 in reverse seniority order.

4. Daily Early Release

When it is determined by Crew Scheduling that there are more than an adequate number of Reserves at a base, and a Flight Attendant has requested, Crew Scheduling may release an appropriate number of Reserve Flight Attendants from required availability for a portion of, or the entire day.

5. Month End Release for Reserves

Reserve Flight Attendants shall be released from duty for the remainder of any month when such Reserves total credited time when added to the value of any potential assignment, would project such Flight Attendants over their monthly maximum ninety-nine (99) credited hours for reserve assignments for the month. The only exception to this rule is when a Reserve elects to remain available for further assignment.

6. Verification of Crew Scheduling Assignments

Upon notification of assignment to a newly created trip, the Company shall make a reasonable effort to provide a Reserve Flight Attendant with an electronic copy of the assigned trip. Such notification shall be provided no later than check-in. The copy shall include all flight numbers, departure and arrival times of all segments, flight times, total credited hours, and layover hotel and telephone numbers for both the hotel and ground transportation service prior to departure of the trip. In the case of an existing trip, the Company will provide this information upon notification of assignment.

D. Reserve Days Off

1. Selection of Guaranteed Days Off (GDO)

A Reserve Flight Attendant shall receive a minimum of eleven (11) days off in a month, which shall include four (4) consecutive Guaranteed Days Off (GDO). All other days off (SDO) shall be movable by the Company. If there is more than one set of four (4) consecutive days off in a month, the Reserve Flight Attendant shall notify Crew Scheduling no more than forty-eight (48) hours after bid awards in order to designate one set as GDOs.

2. Provisions of Guaranteed Days Off (GDO)

a. During a GDO a Reserve Flight Attendant:

- (1) Need not be available for contact.
- (2) Shall not be scheduled to report for duty.
- (3) May be required to complete a trip hour period which, due to events beyond the Company's control, would infringe upon a single GDO or the first GDO in a series of GDOs.

- (4) Shall have the right to refuse any assignment or rescheduling which would infringe upon the second GDO in a series of GDOs.
- (5) Shall not be required to accept an assignment to originate a trip from his/her base which would schedule him/her to be on flight or deadhead duty on a designated reserve GDO.
- b. Nothing in this Paragraph D.2., shall be interpreted as changing the obligations of a Flight Attendant on a scheduled day off (SDO).

3. Replacement Of Days Off

- a. A Flight Attendant is not considered to have been scheduled or rescheduled in violation of the limitations of this Article if his/her trip is expected to end prior to the beginning of his/her scheduled day off, but as a result of circumstances or events beyond the Company's control, his/her trip is running late, and the Company has made its best effort to return him/her to his/her base as soon as possible. When in actual operation, a Reserve Flight Attendant performs any duty on a day off, that day off will be replaced on a day in that month that is, at the Flight Attendant's option, either a day contiguous with any other day off on his/her schedule, or the day immediately following the day on which the trip actually ends. If there are no days remaining in the current month to give the Reserve Flight Attendant a replacement SDO(s), the Reserve Flight Attendant shall be given an additional GDO(s) of his/her choice in the next month, contiguous with another day off.
- b. A Reserve Flight Attendant who at the time of bidding or later is scheduled by the Company to attend training on his/her day off shall receive an additional SDO for each day or partial day of training.
- c. Reserve Flight Attendants requesting SDO replacement shall make such requests at the time of assignment to a conflicting trip or training assignment.

4. Individual SDO Trades

Any Reserve Flight Attendant who desires to trade an SDO for an on call day shall submit such request via the electronic system. Such request shall be administered in accordance with the following procedures:

- a. The process shall begin with the commencement of Open Time for a bid month.
- b. SDO(s) trade requests must be received prior to 1000 CT of the date preceding the trip filling period for the first SDO or on call day(s) affected.

Reminder: A Reserve Flight Attendant submitting a request on Monday may not trade an on call day or SDO(s) which is currently scheduled any earlier than Thursday.

- c. Adjustments of days off as a result of vacation, leave of absence or training in accordance with Article 12 Scheduling, shall be made prior to awarding such trades.
- d. No trade shall result in an on-call period of less than three (3) reserve days.
- e. A request to trade a SDO(s) with an on call day(s) may not be approved if the granting of the request would adversely affect the operations of the Company.

- f. GDO(s) may not be traded.

5. Mutual SDO Trades

Reserve Flight Attendants who are on Reserve at the same base may trade a SDO(s) and an on call day(s) with another Reserve Flight Attendants by submitting electronically mutual SDO trade requests to Crew Scheduling. Requests for mutual trades shall be administered in accordance with the following procedures:

- a. One of the Reserve Flight Attendants involved in a mutual SDO(s) trade shall submit an electronic request to trade with the other Reserve Flight Attendant prior to 1000 CT of the date preceding the trip filling period for the first date of the trade. Thereafter, the other Reserve Flight Attendant must electronically accept the mutual SDO(s) trade request.
- b. Requests shall be processed in accordance with Article 12. F. throughout the month as they are received.
- c. There shall be no limit on the number of requests submitted.
- d. Mutual SDO trades shall not result in either Reserve Flight Attendant having an on-call period of less than three (3) reserve days.

Reminder: GDO(s) may not be traded.

ARTICLE 13 INTERNATIONAL

A. INTERNATIONAL BASES

1. Should the Company desire to open and operate an International Base as defined in Article 2, Definitions, of this Agreement, the Union and the Company shall meet pursuant to the processes of Title 1, Article 6 of the Railway Labor Act, as soon as practicable, but no later than ninety (90) days before any Flight Attendant is to be awarded or assigned to a position at an International Base, for the purpose of negotiating terms and conditions relating to opening, operating, and closing International Bases. Neither party may demand that other changes be made in this Agreement as a condition for reaching agreement on the foregoing.
2. If no agreement has been reached by the sixtieth (60th) day prior to the first date any Flight Attendant would be awarded or assigned to a position at any International Base, the parties agree to submit the issues to an arbitrator for final and binding arbitration. The arbitration shall occur as soon as practicable, pursuant to Article 27.
 - a. Closing oral arguments shall be made in lieu of post hearing briefs. The arbitrator's decision shall be issued within ten (10) business days following the close of the hearing.
 - b. The time limits may be extended by the mutual agreement of the parties.
3. No Flight Attendant shall be assigned or awarded a position at an International Base until an agreement has been reached or an arbitrator's decision has been rendered, whichever comes first.

B. FOREIGN LANGUAGE INTERPRETERS

Should the Company or the FAA deem it necessary to have a foreign language interpreter(s) on a trip(s), such interpreter shall not be considered to be a Flight Attendant for the purpose of such assignment and shall not be entitled to any provision of this Agreement. If a Flight Attendant is assigned to serve as an interpreter he/she shall be considered assigned to a Special Project and shall be covered by this Agreement. Interpreters shall not perform Flight Attendant duties, with the exception of foreign language announcements, briefing individual passengers, and assisting passengers in the designated foreign language.

C. MISCELLANEOUS

1. All Flight Attendants are required to have a current valid passport, and if requested by the Company, visas and inoculation records. The Company shall pay the cost of Company required visas and inoculations at predetermined Company rates. It shall be the responsibility of the Flight Attendant to inform the Company of his/her passport number and to ensure that his/her valid passport (and if required, visas and inoculation records) is in the Flight Attendant's possession whenever on duty.
2. Bottled water shall be boarded on all international flights for crew consumption. In those rare instances where water is not available such non-availability will not cause the delay or cancellation of the flight.

3. Should a Flight Attendant volunteer his/her own credit or funds to pay for Company expenses that are essential for the operation and approved by the Company, including, but not limited to, visas, inoculations, airport or government charges, and crew expenses related to lodging or transportation, the Company shall reimburse the Flight Attendant within ten (10) days of submission of an expense report.

**ARTICLE 14
SICK LEAVE**

A. ACCRUAL AND USAGE

1. Flight Attendants shall accrue sick leave credit at the rates prescribed below for each month of service up to a maximum of five hundred twenty (520) hours. During the probationary period, a Flight Attendant will accrue sick leave but will not be eligible to use the accrued sick leave until successful completion of probation.

a. Sick leave accrual rates shall be:

Monthly Hours Flown	Sick Accrual per month
7 – 52.9	2
53 – 69.9	2.75
70 – 82.9	3.50
83 – 99.9	3.75
100 +	4.50

b. For the purpose of this Article, Monthly Hours Flown shall include all pay and credit time with the exception of hours credited for Sick Leave and Extended Sick Leave.

c. Flight Attendants who use sick leave hours to supplement for Workers Compensation benefits, in accordance with Article 15 of this Agreement, shall be eligible to accrue five (5.0) hours of sick leave per month to replenish those used sick leave hours. For example, if a Flight Attendant uses fifty (50) hours of his/her accrued sick leave to supplement Workers' Compensation benefits, then he/she shall accrue five (5) hours of sick leave per month for the next ten (10) months, and then shall revert to the accrual rate in accordance with paragraph A.1.a., above.

2. Sick leave accrued in any given month shall be available for use by the Flight Attendant beginning on the first day of the following month.

3. A Flight Attendant who utilizes sick leave under the terms of this Agreement shall be paid at his/her current hourly rate of pay and credit and shall have the sick hours deducted from his/her sick leave balance as follows:

a. A Flight Attendant shall receive sick leave pay and credit only to the extent that he/she has accrued sick leave hours.

b. A Flight Attendant who does not perform his/her scheduled assignment shall be paid and credited the scheduled value of his/her assignment and shall have those hours deducted from his/her sick leave balance.

c. A Flight Attendant who completes part of his/her assignment and/or who completes a substitute assignment pursuant to paragraph A.4., below shall be paid and credited for the greater of the original assignment or applicable pay for the work performed. His/her sick

leave balance shall only be reduced to the extent the work performed was fewer hours than the value of the original assignment.

- d. A Flight Attendant who does not bid a line as a result of a medical condition, may use accrued sick leave in addition to other pay and credit hours to bring his/her total pay and credit hours for the month up to the minimum required to retain health insurance benefits, but not to exceed minimum monthly guarantee, as determined in accordance with Section 12, Scheduling.
- e. A Flight Attendant who will be absent due to illness or injury shall contact Crew Scheduling as soon as possible to report such absence, however, sick calls must be made at least two (2) hours prior to scheduled report time or commencement of reserve duty. Flight Attendants shall notify crew scheduling personally unless physically unable to do so. Crew scheduling will not discuss or question the nature of illness or injury and shall not request a doctor's excuse from a Flight Attendant.
- f. Flight Attendants shall not be required to appear in person for any discipline related to sick calls unless such occurrence involves a potential suspension. Flight Attendants shall be responsible for signing and returning all forms to the In-flight department within thirty (30) days.

4. Return to Service

- a. A Flight Attendant who is able to return to work after his/her original trip has been assigned to another Flight Attendant shall notify Crew Scheduling of his/her availability to return to duty. In order to minimize unnecessary use of sick leave, Crew Scheduling shall make every reasonable effort to:
 - (1) Return the Flight Attendant to the balance of his/her original trip, when practicable, or
 - (2) Assign the Flight Attendant to a substitute current open time trip, in accordance with Article 12 Scheduling. If the trip does not fall entirely within the period of time previously occupied by his/her original trip, then such assignment shall be with the Flight Attendant's concurrence.
- b. A Flight Attendant may, at his/her option, elect not to use his/her sick leave hours provided they inform crew scheduling of this option at the time of the sick call. If the Flight Attendant does not exercise this option the missed hours will be charged to his/her sick leave balance.
- c. A Flight Attendant may not add any trip that would have conflicted with an original trip from which the Flight Attendant was removed due to sick leave.

5. General

- a. The Company shall retain a record of accrued sick leave and Flight Attendants shall be able to access the information electronically through the Company's payroll system.
- b. Flight Attendants who are furloughed or on leave of absence shall retain unused sick leave.

- c. Flight Attendants who are sick at the beginning of a scheduled vacation shall take the vacation as scheduled unless, by mutual agreement of the Flight Attendant and the Company, he/she trades with open vacation, if any is available. A Flight Attendant who trades with open vacation shall be paid and credited with the same number of hours as the scheduled value of his/her vacation, but not to exceed the amount of his/her accrued sick leave, and shall have such hours deducted from his/her sick leave bank. Flight Attendants who become ill or are injured during a vacation shall continue the vacation and shall not be eligible for sick leave until the conclusion of the vacation.
- d. A Flight Attendant may use his/her accrued sick leave for himself/herself, or other persons where permitted by law.
- e. Down Line Illness or Injury

A Flight Attendant who becomes unable to perform duty due to illness or injury during an assignment shall be returned to base as expeditiously as possible.

- B. A Flight Attendant who is unable to perform all the duties of a Flight Attendant for a period longer than thirty (30) days as a result of illness or injury shall be eligible to use accrued Extended Sick Leave (ESL) benefits in accordance with paragraphs B.1-5., below:
 - 1. A Flight Attendant who has completed his/her probationary period shall be eligible for ESL benefits and shall accrue three (3) hours per month in which the Flight Attendant performed flight duties up to a maximum of two hundred and ten (210) hours.
 - 2. A Flight Attendant receiving ESL benefits shall have the qualifying ESL hours deducted from his/her accrued ESL hours beginning on the thirty first (31st) day of continuous inability to perform duty, and ending when the Flight Attendant is again able to resume his/her duties as a Flight Attendant, or at the end of ninety (90) days of inability to perform duties.
 - 3. Except for a Flight Attendant eligible for Workers' Compensation benefits in accordance with Section 15 Worker's Compensation Benefits, a Flight Attendant receiving ESL benefits shall be paid and credited with three fourths (75%) of his/her minimum monthly guaranteed hours, prorated for partial months and deducted from his/her accrued ESL hours. For example, a Flight Attendant whose minimum monthly guarantee is seventy two and a half (72:30) hours is entitled to a maximum ESL benefit of (75% of 72:30) fifty four hours and twenty two minutes (54:22) in any month. If the thirty first (31st) day of such Flight Attendant's inability to report for duty occurs on the sixteenth (16th) of the month and he/she remains unable to report for duty as a result of his/her illness or injury throughout the balance of the month, then his/her ESL benefit for the month shall be twenty six and fifteen twenty seven hours and eleven minutes (27:11) pay and credit hours. In accordance with paragraph A.3.d., above, such Flight Attendant may also elect to use up to forty five hours and nineteen minutes (45:19) of his/her accrued sick leave hours, in addition to ESL pay and credit hours, to bring his/her total pay and credit hours for the month to seventy two and one half (72:30) hours.
 - 4. A Flight Attendant who is eligible for Workers' Compensation benefits in accordance with Article 15 Worker's Compensation Benefits, and who is receiving ESL benefits, shall be paid and credited with ESL benefit hours sufficient to raise his/her monthly income to an amount equal to his/her monthly guarantee.

5. The maximum ESL benefit a Flight Attendant may receive in any calendar year is equal to two (2) full months of ESL benefits. For example, for a Flight Attendant whose monthly guarantee is seventy two and one half (72:30) hours, three fourths (75%) of this amount is fifty four hours and twenty two minutes (54:22) per month, or one hundred eight hours and forty four minutes (108:44) during the calendar year.

ARTICLE 15
WORKER'S COMPENSATION BENEFITS

- A. Workers' Compensation benefits for occupational related illness or injury shall be provided by the Company for all Flight Attendants as follows:

A Flight Attendant who has applied for and been found eligible for Worker's Compensation benefits shall have his/her claim administered in accordance with applicable Worker's Compensation Laws and paid not less than the amount prescribed by such laws, beginning with the date of illness or injury and continuing for the period prescribed by the applicable Workers' Compensation law.

- B. For the entire period during which a Flight Attendant is eligible for Workers' Compensation benefits in accordance with paragraph A., above:

1. The Flight Attendant shall continue to hold a position in accordance with Articles 3 and 5 of this Agreement, and without regard to his/her inability to perform duty in such position, shall be entitled to bid for and be awarded any other position to which his/her seniority would otherwise entitle him/her, and shall be subject to displacement.

With the exception of Flight Attendants on probation, for all purposes of this Agreement, the Flight Attendant shall be considered to be in active service. If a Flight Attendant does not perform light duty during a month, pursuant to paragraph 15.C. below, or performs light duty but does not meet the health insurance policy monthly minimum work hours requirement, he/she will nonetheless be eligible for health insurance benefits at active rates for up to six months, which benefits may be used continuously or in intermittent months. The six (6) months does not include time on FMLA.

- C. A Flight Attendant may use any number of his/her accrued sick leave and extended sick leave hours to supplement Worker's Compensation benefits in order to bring his/her total compensation up to minimum monthly guarantee hours times his/her hourly rate.

D. Light Duty

1. The Company may require a Flight Attendant to perform Company-related light duty, subject to approval by the Flight Attendant's physician. A Flight Attendant shall not be required to perform another bargaining unit's work.
2. If a Flight Attendant performs light duty while receiving Worker's Compensation he/she shall be deemed to be on active status for purposes of accruing benefits such as vacation, sick leave and the continuation of insurance benefits.
3. The maximum number of hours worked as light duty per week shall be determined by taking the minimum monthly line, or Reserve guarantee, and dividing by four (4).
4. All hours worked performed as light duty will be paid at the Flight Attendants applicable pay rate in accordance with Article 7.A.1 of this Agreement.
5. The Company will make reasonable efforts to accommodate the needs of the Flight Attendant when selecting the days and times of the light duty assignment. However, the number of hours worked, as outlined in paragraph 15.D.3 above must be met.

6. A Flight Attendant shall not be required to travel more than seventy-five (75) miles from his/her home residence to the location to which his/her light duty is to be performed.

ARTICLE 16
MEDICAL EXAMINATIONS

- A. In the event that there is reason(s) to believe a Flight Attendant's health or physical condition is impaired to the extent that he/she cannot perform Flight Attendant duties, the Company may require a Flight Attendant to submit to a medical examination by a Company designated, and qualified doctor. A written explanation of the circumstances giving rise to the request for an examination shall be forwarded to the Flight Attendant via hand delivery by a Flight Attendant manager and co-signed by the Flight Attendant or via certified mail. The medical examination authorized under this paragraph A. shall be subject to the following conditions:
1. Within seven (7) calendar days from removal from duty, the Company shall choose and schedule an appointment with the Company's designated doctor who will conduct the examination and shall be responsible for all examination expenses. The Flight Attendant's personal doctor may be considered by the Company.
 2. The Company shall be entitled to submit to the examining doctor a written explanation of the circumstances giving rise to the request for an examination.
 3. The Company shall be entitled to require that the Flight Attendant submit to an examination by a specialist(s) recommended by the examining doctor.
 4. Records of any examinations shall be maintained by the examining doctor(s), and any information obtained by, or as a result of such examination(s) shall be strictly confidential between the examining doctor(s), and the Flight Attendant and shall not be divulged to any other person without the written permission of the Flight Attendant, except as provided in paragraph 5., below.
 5. In the event a Flight Attendant passes the medical examination, the examining doctor(s) shall so advise the Flight Attendant and the Company in writing, without providing any additional information to the Company. In the event a Flight Attendant fails to pass the medical examination, a detailed report containing information pertinent to the examination shall remain confidential and shall be made available as applicable to the Company's designated doctor, the neutral doctor, and the highest ranking manager within the Human Resources Department of Sun Country Airlines, on a "need to know" basis only. If a medical exam that is conducted in accordance with this Article 16, becomes the subject of a System Board of Adjustment hearing, such detailed report containing information pertinent to the examination shall be made available to the Company.
 6. A copy of any test results, reports, and the conclusions provided by the examining doctor to the Human Resources Department shall also be provided to the Flight Attendant as soon as possible.
- B. Any Flight Attendant who disputes the results of the Company medical examination may, at his/her option, have a review of his/her case in the following manner:
1. He/she may contact a doctor at his/her own choosing, and at his/her own expense, within fifteen (15) business days from his/her receipt of the Company's designated doctor's report, for the purpose of scheduling an appointment to validate/invalidate the medical examination made by the Company's designated doctor. The Flight Attendant shall notify both the Company and the

Union of any scheduled appointments as soon as they are made.

2. A copy of the findings of the doctor chosen by the Flight Attendant shall be mailed to the Human Resources Department and to the Flight Attendant as soon as possible. In the event that such findings verify the findings of the Company's designated doctor, no further medical review of the case shall be afforded. The Flight Attendant may seek re-evaluation, however, as described in paragraph C. below.
 3. In the event that the findings of the doctor employed by the Flight Attendant do not agree with the findings of the Company's designated doctor, the Company shall at the written request of the Flight Attendant ask that the two (2) doctors (the Flight Attendant's doctor and the Company's designated doctor) agree upon and appoint a third (3rd) qualified and neutral doctor for the purpose of making a further medical examination of the Flight Attendant within fifteen (15) business days or as soon as possible, from the Company's receipt of the report from the doctor chosen by the Flight Attendant.
 4. Such three (3) doctors, one (1) representing the Company, and one (1) representing the Flight Attendant affected, and one (1) the neutral doctor approved by the Company's designated doctor and by the Flight Attendant's doctor, shall constitute a board of three (3), the majority vote of which shall decide the case. The Company or the Company's designated doctor representing the Company shall schedule an appointment(s) with the neutral doctor as soon as possible after the selection is made. The expense of the employment of the third (3rd) and neutral doctor shall be borne one-half (1/2) by the Flight Attendant and one-half (1/2) by the Company. Whenever possible, the neutral doctor shall be selected from within, or be covered by, the Flight Attendant's medical insurance plan. Copies of the Board's report shall be furnished to the Flight Attendant as soon as possible following the conclusion of the exam. A majority decision of the medical board shall be final and binding on all parties with respect to the Flight Attendant's fitness and ability to perform the work required. In the event a Flight Attendant passes the medical examination, the neutral doctor shall so advise the Flight Attendant and the Company in writing, without providing any additional information to the Company. In the event a Flight Attendant fails to pass the medical examination, a detailed report containing information pertinent to the examination shall remain confidential and shall be made available as applicable to the Company's designated doctor and the highest ranking manager within the Human Resources Department of Sun Country Airlines, on a "need to know" basis only. If a medical exam that is conducted in accordance with this Article 16, becomes the subject of a System Board of Adjustment hearing, such detailed report containing information pertinent to the examination shall be made available to the Company.
- C. The Company's designated doctor and/or the neutral doctor, if so employed, shall make recommendations for treatment, therapy or surgical procedure(s) if any exist. As a result of the Flight Attendant pursuing any such recommendations, which render the Flight Attendant fit to fly in the opinion of the Company's designated doctor and/or neutral doctor, the Flight Attendant shall be returned to duty. If treatment, therapy or surgical procedure(s) exist, or becomes available, a Flight Attendant who undergoes such treatment, therapy or surgical procedure(s) may only request subsequent re-evaluation every three (3) months.
- D. In connection with the procedures outlined in paragraphs A. and B., above, should it be determined that a Flight Attendant was subsequently deemed to be continuously fit to fly and was held out of service as a result of the medical examination requirements, the Flight Attendant shall be paid retroactively for the time lost in the amount equal to what he/she ordinarily would have earned if

his/her flight status had been uninterrupted.

- E. The Company will pay the cost of the Company's designated doctor and provide lodging and per diem to the Flight Attendant in conjunction with travel of more than one hundred seventy (170) miles round trip from his/her base to the examination. The Company will provide transportation or if the Company agrees, the Flight Attendant may elect to travel by personal vehicle from the base to the medical examination. The Flight Attendant will be reimbursed at the current Internal Revenue Service (IRS) rate for mileage based on American Automobile Association (AAA) calculations from the base to the medical examination. When the Flight Attendant is required by the Company's designated doctor to remain overnight for further testing or evaluation, the Company shall provide lodging and per diem. This paragraph shall be applied to specialist evaluation(s) described in A.3. above.
- F. A Flight Attendant shall not be required to undergo any medical examination required under this Article within ten hours (10:00) before or after a trip hour period. Nothing herein shall prevent the Company from rendering first aid or medical service to a Flight Attendant in the event of illness or injury. Further, nothing herein shall prevent the Company from administering drug or alcohol tests based upon probable cause or as required by governing law or governmental regulation.
- G. In the event that a Flight Attendant is determined to be unfit to perform Flight Attendant duties as a consequence of the procedures described in paragraphs A. and B., above, the Flight Attendant may, at his/her option, receive sick leave benefits in accordance with Article 14, Sick Leave, of this Agreement from the date withheld from service, to the extent of accruals in his/her sick leave pay account.
- H. A copy of this Article 16, shall be provided by the Company to any doctor employed by the Company, subsequent specialist(s), and the neutral doctor if employed. The Flight Attendant shall be responsible for ensuring that his/her personal doctor receives a copy of this Article.

ARTICLE 17
LEAVES OF ABSENCE

A. PERSONAL LEAVES

1. When the requirements of service permit, a Flight Attendant may be granted a personal leave of absence for a period not in excess of twelve (12) months. Such period may be extended provided the request is submitted in writing to the Company. Flight Attendant requests for personal leaves of absence or extensions thereof, and Company approval or denial of such requests, shall be in writing.
2. Once awarded, personal leaves shall not be canceled by the Company except in a declared emergency and then not without thirty (30) days' notice. The Flight Attendant shall be allowed ten (10) days to respond to a designated Company representative after the Company actually contacts her/him. A Flight Attendant shall be allowed to return to flight status at any time during the leave, upon thirty (30) days' notice to the Company.
3. During the first thirty (30) consecutive days of a personal leave, a Flight Attendant shall retain and accrue seniority and longevity, and retain and accrue all benefits of active Flight Attendants. Thereafter, and until the end of such leave, a Flight Attendant shall retain and accrue seniority, but not accrue vacation or sick leave credits. After the first ninety (90) consecutive days of a personal leave, a Flight Attendant shall retain but not accrue longevity. Benefit continuation shall be in accordance with Article 21 Insurance benefits of this Agreement.

B. COMPANY CONVENIENCE LEAVES

1. Company Convenience Leaves may be offered for half month increments, whole months, or more when the requirements of service permit. When Company Convenience Leaves are offered, all increments of leaves will be processed simultaneously, and awarded in seniority order by base.
2. Company Convenience Leave opportunities will be posted by the Company when the requirements of service allow for such leaves.
 - a. The Company shall post the availability of such leaves for a minimum of seven (7) consecutive days before the deadline set for submission of leave requests.
 - b. Company Convenience Leave postings will indicate the specific duration(s) of opportunities available, the deadline for submitting written requests for such leave, and instructions on ranking leave opportunity preferences, as applicable.
 - c. A Flight Attendant may request a Company Convenience Leave if they so choose by submitting a written request electronically no later than the deadline indicated in the Company Convenience Leave posting. Flight Attendants who choose to submit a written request for a Company Convenience Leave must rank in order of preference any available leave increments they wish to select (e.g., first half month, second half month, full month).
 - d. Once the deadline for submitting a written request for a posted Company Convenience Leave has passed, timely filed requests for leaves shall be processed simultaneously and awarded in seniority order by base. Any requests for a Company Convenience Leave submitted after the deadline set forth in the Company Convenience Leave posting will be granted on a first come, first served basis after all timely filed requests have been processed, in the event there is remaining availability.

- e. Company Convenience Leave awards shall be posted no later than twenty-four (24) hours prior to the distribution of bid packets for the affected bid month.
 - f. Flight Attendants who are awarded a line of flying and are subsequently awarded a Company Convenience Leave shall have all of their conflicting trips placed into open time, or assigned in accordance with Article 12 Scheduling.
 - g. Flight Attendant Company Convenience Leave requests, and Company approvals of such requests shall be in writing.
- 3. A Flight Attendant on a Company Convenience Leave shall have his/her leave automatically canceled and shall be placed on furlough status, in accordance with Article 6 Reduction in Force and Recall, when Flight Attendants senior to him/her are furloughed.
 - 4. During a Company Convenience Leave, Flight Attendants shall retain and accrue seniority and longevity, and shall retain and accrue all benefits of active Flight Attendants.
 - 5. Cancellation of Company Convenience Leaves
 - a. Company Convenience Leaves one month or longer may be canceled by providing the Flight Attendant a minimum of fourteen (14) days' notice via telephone contact on a recorded line and via email to the Flight Attendant's last known telephone number and company email address in reverse seniority order at each base. Half-month leaves shall not be canceled.
 - b. In order to respond to a cancellation of a Company Convenience Leave, a Flight Attendant shall notify the Company by speaking with a designated Company representative in accordance with Article 6 Reduction in Force and Recall for recall from short (6.D.2.b) and long furloughs (6.C.1.b.).

C. FAMILY LEAVE

Flight Attendants shall be afforded the rights and privileges provided by the Family and Medical Leave Act of 1993 (FMLA) and any subsequent amendments thereto, and the rights and privileges provided by the applicable state law where the Flight Attendants are based, whichever is greater.

With respect to the provisions of FMLA regarding hours of employment in the twelve (12) month period preceding the requested leave, it is agreed that five hundred and four (504) duty hours (as defined in Article 2.21.) earned by a Flight Attendant in such twelve (12) month period shall equate to the minimum hours of employment required by the FMLA.

Flight Attendants based in Minnesota shall be afforded all the rights provided by the Minnesota Parenting Leave Act (Minn. Stat. @ 181.940, et seq.) (MPLA), to the extent those provisions apply to the Company. With respect to the provisions of the MPLA regarding hours of employment in the twelve (12) month period preceding the requested leave, it is agreed that four hundred and twenty (420) duty hours (as defined in Article 2.21) earned by a Flight Attendant in such twelve (12) month period shall equate to the minimum hours of employment required by the MPLA.

- 1. A Flight Attendant may elect to take a leave of up to twelve (12) weeks under the FMLA. The twelve (12) week FMLA leave will include the time the Flight Attendant is on SCA Maternity Leave under Section 17.D.2. or SCA Medical Leave under Section E below, and the time a Flight Attendant is on any other family or parental leave, if concurrent usage is permitted by statute. If FMLA is used concurrently with the below referenced leaves, the provisions of this Section C shall

take precedence over Sections D and E below.

2. The Company has established a simple FMLA application for the purpose of administering FMLA qualifying leaves. The application will be made available to the Flight Attendant upon request and will be processed. The Flight Attendant will receive a response within five (5) business days.
3. Prior to commencement of a FMLA leave, a Flight Attendant shall be granted the option of utilizing his/her accrued sick leave credit or accrued vacation or a combination of both concurrently with his/her FMLA leave. If an FMLA leave is taken unpaid, Flight Attendants cannot use any sick leave or vacation accrual until they have once again returned to active duty as provided in Article 14 Sick Leave and Article 18 Vacations, except as provided for in Article 17.D.1.c.
4. During the duration of an approved FMLA Leave, a Flight Attendant shall retain and accrue seniority and longevity, and shall continue health insurance coverage and receive the same level of contribution toward health insurance coverage as active employees. Upon expiration of an approved FMLA Leave, a Flight Attendant may apply for an additional appropriate leave of absence in accordance with the provisions of this Article if he/she is unable to return to active status.

D. PREGNANCY, MATERNITY and PATERNITY LEAVES OF ABSENCE

1. Pregnancy Leave of Absence

- a. If a pregnant Flight Attendant is not fit or able to perform the necessary Flight Attendant duties as certified by a physician, she will be placed on a Medical Leave of Absence. Any leave provided for by law shall run concurrently with the Medical Leave of Absence.
- b. After 24 weeks of pregnancy, a Flight Attendant who is pregnant yet medically fit to perform her Flight Attendant duties may request and shall be granted an unpaid Pregnancy Leave of Absence.
- c. In order to supplement the unpaid leave, a pregnant Flight Attendant on a Pregnancy Leave of Absence or Medical Leave of Absence may use accrued sick leave and/or Extended Sick Leave, and may use accrued vacation time if she has exhausted her sick leave benefit.
- d. A Flight Attendant who does not elect to use her sick leave benefit pursuant to Paragraph 17.D.1.c. cannot use any additional sick leave accrual until she has once again returned to active status or given birth.

2. Maternity and Parental Leaves of Absence

- a. The Company will grant up to a maximum of sixteen (16) weeks of unpaid Maternity Leave of Absence from the date a Flight Attendant gives birth, or, until the first (1st) day of the month following sixteen (16) weeks after the birth of the baby.
- b. Thereafter, a Flight Attendant who is physically able to return to work may request an unpaid personal leave of absence on a month to month basis in accordance with the personal leave of absence provision of this Article. If the leave of absence is granted by the Company, the Flight Attendant will be considered on a continuous leave from the first date of the Maternity or Medical Leave, as applicable, for the purposes of seniority accrual as specified in paragraph 5 below.
- c. The Company will grant up to a maximum of sixteen (16) weeks of unpaid Parental Leave to

any non-probationary Flight Attendant to be used within the first year after their spouse or committed partner gives birth, or the adoption of a child.

- d. Maternity/Parental Leave must be taken in one continuous period and may not be taken intermittently.
- e. Maternity/Parental leave shall run concurrently with any FMLA or state family medical leave for which the Flight Attendant may be eligible. After FMLA is exhausted, if the Flight Attendant has accrued sick and/or vacation leave, he/she may elect to use his/her sick leave and, after it is exhausted, then use vacation leave.
- f. During an approved Maternity/Parental Leave of Absence, a Flight Attendant shall retain and accrue seniority and longevity. Benefit continuation shall be in accordance with Article 21 Insurance Benefits.
- g. If a Flight Attendant anticipates his/her qualification status will expire while on Maternity/Parental Leave, the Flight Attendant should attempt to attend Recurrent Training before going on Maternity/Parental Leave. If the Flight Attendant does not attend Recurrent Training prior to leave, he/she will be placed into the next available class after he/she returns from Maternity/Parental Leave, subject to completion of any return to work requirements (e.g., a physician's release, if applicable).

E. MEDICAL LEAVES OF ABSENCE

- 1. A Flight Attendant on active service certified by a physician as unable to work due to sickness, injury, or other medical condition(s), and who has exhausted sick leave benefit, shall be granted a medical leave of absence. A Flight Attendant on active service certified by a physician as unable to work due to pregnancy may request and shall be granted a medical leave of absence, as provided in Article 17.D above.
- 2. During the first ninety (90) consecutive days of a medical leave, a Flight Attendant shall retain and accrue seniority and longevity. Thereafter, and until the end of such leave, a Flight Attendant shall retain and accrue seniority, and shall retain but not accrue longevity. Benefit continuation shall be in accordance with Article 21 Insurance Benefits.
- 3. For seniority purposes only, a medical leave shall not exceed a total continuous period of three (3) years. If a Flight Attendant has not returned to active status within the three (3) year period, he/she shall be deemed to have voluntarily resigned.
- 4. NOTE: If the Flight Attendant's personal physician provides documentation stating that there is a significant likelihood the Flight Attendant's condition will improve to the extent that he/she may return to active Flight Attendant status, such Flight Attendant shall be granted a one (1) year extension to the three (3) year medical leave.
- 5. A Flight Attendant returning to duty upon expiration of his/her Medical Leave shall, in accordance with his/her seniority, be returned to his/her former base, or a base that his/her seniority will allow him/her to hold if such Flight Attendant submits and is awarded a Letter of Preference or a Displacement Option Form.
- 6. As a condition precedent to returning from Medical Leave, a Flight Attendant may be required to present a physician's statement verifying that he/she is medically fit to perform all required Flight Attendant duties.

7. Any disputes regarding a Flight Attendant's medical leave shall be resolved using the language in Article 16, Medical Examinations.

F. WEDDING LEAVE

If a Flight Attendant so requests, the Company shall grant an unpaid Wedding Leave of Absence of up to seven (7) days, one of which must be the date of the wedding. Such request must be submitted in writing no later than the first day of the month prior to the leave month. Such leave shall be inclusive of any existing days off but shall exclude any scheduled vacation days, depending on operational needs. The following black out days apply: New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas Day and New Years Eve.

G. BEREAVEMENT LEAVE

1. A Flight Attendant may request and the Company shall grant a Bereavement Leave as a result of the death of his/her spouse, significant other, parents, and /or stepparents, siblings, children, stepchildren, grandparents, grandchildren of the Flight Attendant, parents and/or stepparents of the Flight Attendant's spouse, daughter-in-law, or son-in-law, up to a maximum of five (5) consecutive days. A Flight Attendant may request and the Company shall grant a Bereavement Leave as a result of the death of his/her aunt, uncle, niece, nephew, cousin, brother - in-law, sister-in-law, or great grandparents, up to a maximum of two (2) consecutive days.
2. Such Flight Attendant shall be paid and credited the scheduled flight time of trip(s) missed or reserve days missed during such leave. The value of that portion of a trip that falls within the days of the Bereavement Leave will be prorated according to the number of days of the trip. For example, if a Flight Attendant misses a three (3) day trip and a one (1) day trip, both of which fall entirely within the period of Bereavement Leave, he/she will be paid and credited for the entire value of both trips. If a Flight Attendant misses a seven (7) day trip, of which only three (3) days fall within the period of Bereavement Leave, then he/she shall be paid and credited for three-sevenths (3/7) of the value of the trip.

Flight Attendants shall be granted an additional five (5) days of unpaid leave for the purpose of attending an out of state funeral.

3. A Flight Attendant shall notify the Vice President of In-Flight Service or his/her designee as soon as possible after learning of the death. The Company may request either a death certificate, obituary, or memorial service documentation in order to receive Bereavement Leave. The leave period shall, at the Flight Attendant's option, either begin on the day after the notification of the death, or be scheduled as to include the day of the funeral.
4. With Company approval, additional time off may be taken and charged to accrued vacation or sick leave credit. Additional time requested for leave without pay may be granted.

H. MILITARY LEAVE OF ABSENCE

Flight Attendants who are members of the Armed Forces of the United States shall be granted military leaves of absence in accordance with applicable law.

1. A military leave of absence requested by a Flight Attendant on the System Seniority List shall be granted pursuant to and such Flight Attendant's right to employment, seniority benefits shall be governed by the Veterans Re-employment Rights Act (The Act) provided such Flight Attendant

satisfies the criteria set forth in The Act.

2. A Flight Attendant requesting a military leave of absence is required to provide the Company with a copy of his/her military orders and a written request for a leave of specific duration within four (4) days of receipt of said orders. The Flight Attendant shall make every effort to provide the Company with at least thirty (30) days' notice prior to the leave request.
3. Flight Attendants shall bid lines which will accommodate scheduled military commitments when possible. Although military leave is unpaid, a Flight Attendant may elect to collect any vacation pay to which he/she may be entitled during the period of the leave.
4. During the first ninety (90) days of a military leave of absence, such Flight Attendants shall retain and accrue seniority and longevity. Thereafter, and until the end of such military leave Flight Attendants shall retain and accrue seniority and shall retain but not accrue longevity.
5. Re-employment rights and benefits shall be in accordance with applicable law and shall, to the extent they are more favorable than the Agreement, be the controlling right and benefit.
6. Benefit continuation shall be in accordance with Article 21 Insurance Benefits. Upon return from a Military Leave a Flight Attendant will be provided Insurance in accordance with any open enrollment deadlines unless COBRA provisions were met, but in no case, on a less favorable basis than any other employee group.

I. JURY DUTY LEAVE

In order to qualify for jury duty pay, Flight Attendants shall be required to promptly notify the Company by presenting a copy of their summons or other documents to the Company.

1. Flight Attendants who are required to serve on jury duty shall be granted leaves of absence. If a Flight Attendant was scheduled for vacation during the jury duty leave, the vacation may be dropped to the vacation open board and the vacation days may be rebid by the Flight Attendant at a later time in accordance with Article 18 Vacations.
2. Flight Attendants who are called for jury duty shall be paid and credited the scheduled value of trip(s) or on-call days as a Reserve Flight Attendant, which are dropped due to such leave. Such Flight Attendants shall contact the Crew Scheduling Department no later than twenty-four hours (24:00) prior to the departure time of each conflicting trip or twenty-four hours (24:00) prior to each reserve on-call day to discuss whether or not the conflict still exists. Conflicting trips or on-call days shall not be dropped any earlier than twenty-four hours (24:00) in advance and in any case shall not be dropped unless the Flight Attendant actually contacts Crew Scheduling. Trips that depart before the first day of jury duty or return after the last day of jury duty shall be paid on a prorated basis. Flight Attendants shall not have their monthly guarantee reduced as a result of jury duty leave. Flight Attendants on jury duty leave shall not be prevented from bidding for ensuing months.

Example: A Flight Attendant misses a trip that departs three (3) days before jury duty begins and returns one (1) day into the jury duty, he/she shall be paid and credited for one fourth ($\frac{1}{4}$) of the trip. If a Flight Attendant misses a seven (7) daytrip and is released from jury duty on the fourth (4th) day of the days on which the trip should have operated, he/she shall be paid and credited for three-sevenths ($\frac{3}{7}$) of the value of the trip.

3. Claims for jury duty leave pay shall be made in writing on a Company form. Such Flight Attendant shall provide copies of jury duty pay statements. Jury Duty pay shall be offset by any amount a

Flight Attendant receives from the court (excluding mileage) for jury service on each scheduled duty day.

4. Upon release from jury duty, a Flight Attendant shall notify the Company of his/her availability for flight status.
5. Such Flight Attendant shall retain and continue to accrue seniority, longevity and all other benefits of an active Flight Attendant.

J. UNION LEAVE AND UNION BUSINESS

1. Union Leave and Union Business shall be administrated in accordance with the provisions below or as amended by the mutual agreement of the parties thereafter. During such leave, a Flight Attendant shall retain and accrue seniority and longevity for the duration of the leave. In addition, such Flight Attendant shall retain all other benefits afforded Flight Attendants on active status. During such leave a Flight Attendant shall be required to satisfactorily complete FAA recurrent training.

2. Union Leave

Except as provided for in Article 17.J.3.a., a maximum of two (2) Flight Attendants on the Sun Country Airlines Flight Attendant Seniority List shall at any one time, be granted a Union Leave of Absence to serve in a position with the Union.

3. Union Business

- a. The President of the Local Union or his/ her designee, shall request time off for Flight Attendants from work for specific days for the purpose of Union Business. Such requests shall be granted in accordance with the Company's operational needs.
- b. A Union Contract Negotiating Committee composed of no more than three (3) Flight Attendants, excluding stewards, on the Sun Country Airlines Seniority List shall be granted leave if requested by the President of the Local Union or his/ her designee for the length of the negotiations in addition to time necessary for the preparation of Contract proposals and follow up ratification process.

4. The Union shall be responsible for the payment of all applicable lost time to Flight Attendants for the purposes of Union Leave and/or Union Business. The Union shall reimburse the Company for all applicable Union Leave and Union Business as follows: The number of hours on leave paid by the Company (as directed by the President of the Local Union or his/her designee) times the applicable hourly rate for each Flight Attendant, plus an additional 23% of the total to cover the cost of fringe benefits.

5. Scheduled bidding and compensation for Flight Attendants on Union Leave and Union Business:

- a. For the purpose of Union Business, when requested in writing by the President of the Local Union or his/her designee, Flight Attendants shall be granted leave for specific days off, or for a full month if, at the time of the request the leave is not expected to disrupt flying operations. If there are urgent needs of service during a Flight Attendant's leave, the Company may, upon a proper showing of need, cancel the leave.
- b. For the purpose of Union Leave, Flight Attendants who serve in appointed or elected Union

positions, however, shall be granted leave for the applicable term(s) of office without regard to the Company's operational needs.

- c. Such Flight Attendant(s) on Union Business shall bid a line and drop trips or reserve days that conflict with the leave. The Union shall notify the Company regarding the need to drop trips as far in advance as possible. Such notification shall be in written form addressed to the Vice President of In-Flight Service, who shall immediately forward this information to Crew Scheduling so that the trip(s) or reserve day(s) is dropped and the trip(s) is made available for assignment to active Flight Attendants.
- d. A Flight Attendant who is on partial month leave may, upon mutual agreement of the Flight Attendant and the Union, submit requests in accordance with Article 12 Scheduling, to pick up open trips or reserve days on any of the days that do not conflict with the leave time. In such case, the Union's obligation to reimburse the Company for Union leave shall be offset by the amount of such flying during the leave period, up to the amount lost due to leave.
- e. Nothing herein shall be construed as having the effect of preventing Flight Attendants from becoming or remaining eligible to participate fully in the plan described in Article 23 Retirement. Flight Attendants shall continue their participation in the Plan, shall retain and accrue seniority and longevity, and retain and accrue all other benefits to the same extent as active Sun Country Airlines Flight Attendants for the duration of the leave.
- f. All Flight Attendants on Union Leave or Union Business shall be required to satisfactorily complete FAR recurrent training prior to returning to active status. If medically unable to do so, the Flight Attendant(s) shall be placed on Medical Leave upon the expiration of the leave.

K. GENERAL

- 1. Flight Attendants who are scheduled for vacation during a leave of absence shall have the option of receiving pay for the accrued vacation or rebidding for open vacation periods on a monthly basis.
- 2. At the end of any Leave of Absence, a Flight Attendant may apply for any available future leaves.
- 3. Flight Attendants who are awarded leaves under this Article shall have any conflicting trips handled in accordance with Article 12; unless the Flight Attendant indicates on the leave form a desire to have Scheduling adjust said trip and such adjustment is operationally feasible.
- 4. Any probationary Flight Attendant who is granted a leave other than Military Leave under this Article shall have their probationary period tolled during the duration of their leave and completed upon their return from leave.

**ARTICLE 18
VACATIONS**

A. VACATION ACCRUALS

1. Flight Attendants shall accrue days of vacation credit as follows:

Yearly Hours Completed Flown	0 -8	9 – 14	15+
84 - 630	7	10	14
631 – 839	11	16	24
840 – 990	15	22	30
991 – 1199	17	24	32
1200 +	19	26	34

For the purpose of this Article, Yearly Hours Flown shall include all pay and credit hours with the exception of Extended Sick Leave.

2. A Flight Attendant's accrual rate will be determined based on his/her years of service as of December 31st for vacation accrual the following year.
3. Yearly Hours Flown will be determined by calculating hours flown the 12 months prior to September 1 each year.
4. Flight Attendants who resign or are permanently discharged or who resign and are subsequently rehired with a break in service shall receive no credit for service performed previous to the date of rehire.
5. In all cases, accrual of vacation credit shall terminate with the last day of service as a Flight Attendant with the Company.
6. Flight Attendants shall accrue vacation as specified in this Agreement.

B. USE OF VACATION ACCRUALS

1. Preference for the periods in which a Flight Attendant shall be permitted to take his/her vacation shall be granted in seniority order among all Flight Attendants at his/her base, in accordance with the procedures outlined in paragraphs D.- G. below.
2. Vacations shall not be cumulative and must be given and taken or paid off as authorized within this Article within the calendar year after accrual. A Flight Attendant on probation shall accrue vacation but may not use any vacation until after he/she has completed probation six (6) cumulative months of active service.
3. If a leave of absence is granted which conflicts with a previous vacation award, the Flight Attendant may choose to either be paid for the vacation as scheduled, or choose to adjust his/her vacation with vacation periods that are open at the time the leave is granted. A Flight Attendant who still has vacation days available for bid at the end of the current year shall be paid for the remaining vacation days at the end of December at his/her applicable vacation rate.

4. Vacation buyouts offered by the Company for a specific month, or requested by a Flight Attendant who has a scheduled or rescheduled vacation in that month, shall be granted in seniority order by Base. Buyouts shall be paid at such Flight Attendant's applicable hourly rate, subject to applicable taxes and withholdings. When a Flight Attendant is paid out for vacation buyout, the Flight Attendant may request that payment be a separate check.
5. Vacation Integrity
 - a. A Flight Attendant who is returned to base after 0001 on his/her first scheduled day of vacation shall, within twenty-four hours (24:00) following return from the trip, choose to either add the same number of days into which he/she was flown, to the end of his/her scheduled vacation period (with the approval of Crew Scheduling), or to select an available vacation day(s) of the same number, in seniority order, from the Open Time Board. In the event there are no available open vacation days in the remainder of the year vacation days will be created or, at his/her option, the Flight Attendant shall be paid off for the days in question.
 - b. A Flight Attendant who still has vacation days available for rebid at the end of the current year shall be paid for the days at the end of December at his/her applicable vacation rate, subject to applicable taxes and withholdings.
6. Additional Situations
 - a. A Flight Attendant who retires or resigns having given two (2) weeks' notice or passes away shall receive pay for his/her accumulated vacation bank at his/her applicable hourly rate at the time of such event, subject to applicable taxes and withholdings.
 - b. Furloughed Flight Attendants shall receive pay for accumulated vacation prior to the furlough. A Furloughed Flight Attendant may at his/her option, defer such payment until, but no later than, the date of his/her scheduled vacation in the calendar year of furlough. Accrued vacation shall be held and paid off if the Flight Attendant resigns, subject to applicable taxes and withholdings.
 - c. A Flight Attendant on leave of absence for more than six (6) consecutive months shall receive pay for his/her accumulated vacation bank at his/her applicable hourly rate at the time of such event, subject to applicable taxes and withholdings.
 - d. A Flight Attendant who is required to attend jury duty that conflicts with a previous vacation award shall at his/her option receive a lump sum payment for the conflicting vacation, subject to applicable taxes and withholdings, or to rebid his/her vacation for use upon return to active service with the Company. Such adjustment shall be made within subsequent open vacation periods within the current calendar year.

C. RATE OF PAY DURING VACATION

1. Flight Attendants applicable monthly rate in the month vacation is taken, is the rate at which it is paid.
2. Flight attendants shall receive three (3) hours of pay and credit for each day of vacation.

D. VACATION BIDDING

1. Vacation periods shall be allocated as follows:
 - a. Flight Attendants shall bid vacation in blocks of seven (7) or eight (8) days in accordance with the four periods per bid month set forth in the vacation bid package. Any remaining vacation days of three (3) or less will be added to the end or beginning of the awarded period at the Flight Attendant's option, provided the added vacation days fall within the same bid month as the awarded period. Four (4) days or more may be bid as an additional period.
 - b. This paragraph D.1.b. shall replace in its entirety Paragraph D.1.a, above, upon the first annual vacation bid cycle after implementation of a Preferential Bidding System: Flight Attendants shall bid vacation in groups of seven (7) days; the seven (7) day week shall be Monday through Sunday; and, any remaining vacation days of three (3) or less may be added by a Flight Attendant to the beginning or end of an awarded period regardless of whether those days fall in a preceding or succeeding bid month, but may not fall in a preceding or succeeding vacation year. Remaining vacation days of four (4) or more may be bid as an additional period.
 - c. The minimum number of vacation periods that shall be published electronically in the annual vacation bid package shall be determined by taking the total number of days expected to be accrued by all Flight Attendants at each base the following January and dividing by fifty-two (52) and then adding twenty percent (20%).
 - d. If the total number of vacation days expected to be accrued by all Flight Attendants at a Base, pursuant to Section 18.D.1.b, above, is one thousand (1,000) or more, there shall be at least one percent (1%) of the total weeks allocated to each vacation week and shall never be less than five (5) positions for each vacation period at that Base; and
 - e. If less than one thousand (1,000) vacation days are expected to be accrued by all Flight Attendants at a Base, there must be at least two (2) positions offered for each vacation period at that Base.
 - f. Vacation periods which are not awarded in the bidding process shall be allocated as unpaid vacation weeks at the discretion of the Company.
2. The Union and scheduling committee will be contacted no later than October 5 to review the proposed bid packets (weeks available, etc.).
3. Credit hours earned from September 1 through August 31 will be used to determine vacation accrual for the following calendar year. Example: Credit earned from September 1, 2024 through August 31, 2025 will be used to determine the number of vacation days earned for 2026.
4. The Company will provide a means for Flight Attendants to access, at any time, their accurate YTD hours that will be used for vacation accruals.
5. Crew Planning will send a list of actual credit hours through August 31 to the Flight Attendants no later than September 18 (or, if that date falls on a weekend, the first weekday following). This will give Flight Attendants an opportunity to verify hours and get corrections made if necessary. Any disputes must be reported no later than September 25 (or, if that date falls on a weekend, the first weekday following) and submitted to the email provided.
6. Flight Attendants will also be given the list of bidding dates and times –

- a. The total number of bidders will be divided by 15;
 - b. Each bidder will be allotted a 10 minute bid window;
 - c. Bidding will begin October 15 (or the first weekday following October 15);
 - d. Bidding will take place Monday through Friday for a maximum of 15 weekdays; and
 - e. Call in bidding will take place on a recorded line.
7. The vacation bid packet will be distributed to the flight attendant group by Base no later than October 10 (or, if that date falls on a weekend, the first weekday following). Each Base's bid packet will include:
- a. The list of Flight Attendants bidding vacation and the day and time allotted to each flight attendant for call in bidding;
 - b. Total credit hours through August 31, and the number of vacation days earned for each flight attendant at the Base;
 - c. The calendar and number of positions allocated for each vacation week at the Base;
 - d. Instructions on submitting an electronic bid;
 - e. Phone number(s) for call in bidding;
 - f. Minimum of 2 recorded phone lines dedicated to vacation bidding; and
 - g. Email address and/or contact information for submitting bid disputes (noted in F.3. below).

E. VACATION BIDDING PROCESS

- 1. Each bidder can submit an electronic bid NO LATER THAN 2200 the night before their bid day.
 - a. The electronic bid will allow the Flight Attendant to bid for up to 3 weeks of non-continuous vacation OR all of their vacation if bid in continuous weeks.
 - b. The electronic bid will also allow the Flight Attendant to designate one individual authorized to do their call in bid for them. The designee must be a Sun Country Flight Attendant.
- 2. Each bidder will have a 10 minute slot in which to call in their bid.
 - a. If they (or their designee) do not call in during their assigned time, their electronic bid will be used to process their vacation bid.
 - b. If they did not submit an electronic bid and miss their call in bid time, or if they submitted an electronic bid only, and were not awarded vacation because they did not submit sufficient vacation choices (e.g., the Flight Attendant selected four (4) vacation weeks on his/her electronic bid and all four (4) of those vacation weeks were no longer available at the time of their 10-minute call in window), they may call in at their first opportunity after their bidding

window has closed and will be allowed to bid for their vacation from whatever weeks are remaining at that time.

3. No later than 1900 Central each day, an updated list of open weeks will be sent to the entire Flight Attendant group by Base. Awards will also be posted at that time. If a Flight Attendant who bid the current day believes an error has been made in his/her award, the Flight Attendant will have until 2100 Central that day to dispute the award.
4. Any Flight Attendant who is not on the initial vacation bid list (example: probationary Flight Attendants) will bid vacation when they become eligible to bid vacation, but in all circumstances after round 2 is complete.
5. When the first round of vacation bidding has been completed, any flight attendants with remaining vacation of 4 or more days will be notified of their second round bid call in day and time. An updated list of available vacation weeks will be included in the notification. The same process used in Section F will be followed for round 2 bidding. Bidding for round 2 will begin no later than November 5 (or the first weekday following November 5). While Flight Attendants are not required to bid all of their vacation during the first round of vacation bidding, they must bid all of their vacation by the conclusion of the second round of vacation bidding. If a flight attendant has 3 or less days of vacation, they must also specify during round 2 as to where the remaining days will be added.
6. When round 2 is complete, any Flight Attendant who did not bid some or all of his/her vacation will be assigned (in seniority order) the last available vacation period(s). All vacation bidding will be finished no later than November 15.
7. Vacation bidding will be processed separately for all Bases. Timelines may be adjusted for the size of the Base at the Company's discretion, but in no case shall vacation bidding extend beyond November 15.
8. The Company will designate the number of Flight Attendants to be utilized in company special project position to process the vacation bids. The Union will designate Flight Attendants to be utilized in Company special project positions to process the vacation bids. Inflight Management may also assist in the process at the Company's discretion.
9. Should the Company acquire an electronic vacation bidding system, the Company will meet with the Union to determine if the outlined process or any of the timelines will be adjusted and to determine an implementation plan.
10. A Flight Attendant who transfers to another base must drop his/her vacation periods into the Vacation Open Board and rebid from open vacations in his/her new base. In the event there is no vacation period available at the new base, the Company shall create a vacation period for him/her at the time the vacation is dropped, at the same period of the original vacation if possible.

F. VACATION SHIFTING

If after the initial award of lines of flying for a given month, either a Flight Attendant or a manager in the Crew Planning Department would like to change the Flight Attendant's vacation dates, they may do so only upon mutual concurrence.

G. VACATION OPEN BOARD

1. A base Vacation Open Board of unused vacation periods and additional open vacation periods established by the Company shall be maintained electronically. Such base Vacation Open Board shall be updated regularly and shall be accessible to Flight Attendants at all times. The Company may publish or withdraw additional open vacation periods at its discretion no later than the first (1st) day of the month prior to the affected bid month. "Unused" vacation means periods the Company makes available as a result of unbid vacation, planned and unplanned leaves of absence, or vacation vacated as a result of a change in employment status. Flight Attendants who wish to use the base Vacation Open Board shall submit a request for a vacation trade to the Crew Planning Department no later than the first (1st) of the month prior to the earliest affected bid month. Awards and mutual trades shall be made in seniority order on a monthly basis, and shall be posted on the fifth (5th) day of each month.
2. A Flight Attendant may submit a request for an open vacation period available on his/her base Vacation Open Board as unpaid leave. Such requests shall be processed after all awards and mutual trades, and shall be granted in seniority order until all open positions are awarded.

H. MUTUAL VACATION TRADES

Flight Attendants at a base may trade vacation periods. Mutual vacation trades shall be granted when submitted electronically to Crew Planning no later than the first (1st) of the month prior to the earliest affected bid month. Trades of vacation days shall be for the same number of day.

ARTICLE 19
PERSONNEL MATTERS

A. GENERAL

1. Unequal application and/or administration of any disciplinary action occasioned in whole or in part, because of the race, age, religion, sex, or sexual orientation, of an employee who is the subject of the same shall not be allowed or condoned.
2. Harassment of any employee based, in whole or in part, on race, age, religion, sex, or sexual orientation, shall not be condoned or permitted to continue once discovered.
3. No promotion, transfer, overtime or other compensation opportunity or other term or condition of employment shall be denied based, in whole or in part, on race, age, religion, sex or sexual orientation, provided, however, that any consideration of race or color, age, religion, sex or sexual orientation, in achieving the affirmative action goals and other legal obligations of Sun Country Airlines shall not be a violation of this provision of the Agreement. It is further provided that actions by Sun Country Airlines in achieving its affirmative action goals or other legal obligations shall not be inconsistent with, or override any of the other terms of this Agreement.
4. If a Flight Attendant transfers to another position within Sun Country Airlines, all accrued benefits including, but not limited to, Flight Attendant sick leave, vacation, pension credit, insurance coverage, and pass travel privileges, shall be preserved and transferred with the employee for future use. If such transferred employee uses Flight Attendant sick leave or vacation accruals while employed in his/her new position, such accruals may be converted to the usage rate applicable to the new position. Prior to the acceptance of a transfer, a Flight Attendant shall be provided with written notice of the terms of any indicated conversion(s). If the employee subsequently transfers back to the Flight Attendant position, all unused accrued benefits shall be transferred with the employee and a corresponding conversion shall be made if a conversion was indicated in the written offer letter to the job transfer.
5. A Flight Attendant shall not perform any catering or tidying beyond what has been accomplished in flight.
 - a. Flight Attendants' duties will include the collection and storage of those items, which they distribute to passengers during flight, including magazines, blankets and pillows.
 - b. Flight Attendants will make an announcement prior to landing asking passengers to pass any newspapers, cups, glasses, or other trash to the center aisle for collection prior to landing.
 - c. Flight Attendants will be responsible for the neatness of the aircraft galleys.

B. FILES AND DISCIPLINARY MATTERS

1. Personnel files shall be maintained for each Flight Attendant and shall contain all records involving the Flight Attendant's employment with the Company.
2. A Flight Attendant shall be furnished a copy of any disciplinary reports or correspondence of

a derogatory nature relating to him/her that are placed in any Company or personnel files, including any automated file system(s). The Company shall attempt to obtain the Flight Attendants' initials at the bottom of each original report to indicate that he/she is aware of the existence of the report. The initialing of reports shall not be construed as acceptance of the contents of the report on the part of the Flight Attendant.

3. A complaint letter shall not be placed in Company or personnel files unless:
 - a. The Flight Attendant is clearly identified in the letter; and
 - b. The alleged misconduct or disservice was something over which the Flight Attendant had control; and
 - c. The letter is reviewed with the Flight Attendant and he/she is afforded the opportunity to add his/her comments; and
 - d. The name of the person writing the report or letter is clearly identified.

The Flight Attendant may be subject to discipline for any retaliation or breach of confidentiality by the Flight Attendant as a result of reviewing any letters or reports.

4. Disciplinary records, correspondence of a derogatory nature, or complaint letters, which have been placed in any Company or personnel file or automated records, shall be removed from the file(s) after twenty- four (24) months have passed from the date of the incident that gave rise to the discipline, and may be extended for up to thirty six (36) months upon mutual agreement between the Union and the company.
5. A Flight Attendant may attach his/her comments to any disciplinary record(s), observation(s), or evaluation report(s) placed in his/her file.
6. A Flight Attendant's entire personnel file(s) or automated record(s) shall be made available during regular business hours by appointment for inspection and photocopying by the Flight Attendant and/or his/her Union Representative with the Flight Attendant's written permission in the presence of a Company representative.

C. SUBSTANCE TESTING

1. All drug and alcohol testing shall be limited to that required by the applicable federal regulations. Unless mandated by the applicable federal regulations, there shall be no Company required blood testing.
2. If not already required by the Federal Government, the Company's drug testing program shall permit Flight Attendants the opportunity to provide a split sample.
 - a. If the Flight Attendant elects to provide a split sample, such Flight Attendant shall complete a form, in duplicate, one copy to be retained by the Flight Attendant, which will reflect the decision to provide a split sample.
 - b. The Company shall pay the cost of collection, retention, and testing of the split sample.

- c. If the Flight Attendant's primary urine sample tests positive, the Flight Attendant may elect to have the Company direct the laboratory to forward the secondary sample to a National Institute on Drug Abuse (NIDA) approved laboratory selected from a list of five (5) such laboratories agreed upon by the Company and the Union. The Flight Attendant will pay the cost of testing the second sample.
 - d. If the second sample tests negative it will void the result of the primary sample test.
3. All transactions connected with the taking of any urine samples taken in accordance with any FAA mandated alcohol or drug screening shall occur in a facility at or reasonably near the airport which affords Flight Attendants as much privacy as possible. The Company shall provide any transportation necessary to and from the collection site.
 4. In the event a random test interferes with a Flight Attendant's schedule, such Flight Attendant shall take the random test unless otherwise directed by the Company, and will not suffer any loss of pay or credit for any time lost. Flight Attendants who require schedule adjustment(s) as a result of the testing shall be treated as rescheduled Flight Attendants as defined in Article 12 Scheduling, and shall be handled in accordance with the contractual provisions relating to rescheduled Flight Attendants.
 5. A Flight Attendant shall be considered to be on duty until the Flight Attendant has completed the test or is returned to the airport, whichever comes last.
 6. Tests shall be performed so as not to interfere with contractual and F.A.R. rest provisions, whichever is the most restrictive protection of the Flight Attendant.
 7. In cases where a group of employees are to be tested, a Flight Attendant who has completed his/her duties shall be tested ahead of on-duty employees.
 8. An Evidentiary Breath Test (EBT) alcohol test which registers a confirmed positive result of below 0.02 shall be considered a negative result. An Evidentiary Breath Test (EBT) alcohol test which registers a confirmed positive result of 0.02 or higher may be subject to investigation and discipline pursuant to Section 26, Grievance Procedure.
 9. Any Flight Attendant undergoing a substance abuse evaluation and/or treatment program may use all applicable Company and contractual benefits.

ARTICLE 20
SAFETY AND HEALTH

A. GENERAL

1. Flight Attendants shall be provided safe equipment, working areas, and working conditions in accordance with the mandates contained in applicable Federal, State, and local laws and regulations.
2. The Company shall consider recommendations of the Union Safety Committee in matters affecting the safety of Flight Attendants.
3. The Company will make information available to the Flight Attendants regarding all known potential environmental hazards, if that information is available to the Company.
4. The Company shall make a reasonable effort to standardize safety and emergency equipment on each series of aircraft, taking into consideration aircraft configurations differences.
5. The Company agrees to confer with the Union regarding new or newly acquired in-flight equipment or aircraft as it relates to Flight Attendant safety and working conditions.
6. The Company shall notify the Union in a timely manner regarding any verified and documented serious Flight Attendant injury(ies) occurring during a trip hour period. The Company may withhold the identity of an injured Flight Attendant from the Union only if the Flight Attendant has specifically requested such withholding.
7. The Company shall promptly notify the Union upon receipt of information from the F.A.A. or Department of State regarding hostilities and/or political disruptions that may present a danger to the safety of Flight Attendants at stations into which they are required to fly. At the request of the Union, the Company will meet and review the impact of such hostilities or disruptions on the Flight Attendants.
8. The Union shall be given advance notification of, and may attend, Sun Country Airlines/FAA new aircraft type emergency evacuation demonstrations.
9. The Company shall, in advance, advise Flight Attendants when immunizations are required by the State Department of the United States of America. All immunizations required within this provision shall be arranged for and paid by the Company. The Company maintains the right to limit such immunizations to the specific bases(s) involved in the relevant planned flying or to specific crews in the event of unplanned or limited operations.
10. As a general rule, the Company shall provide a smoke free environment on all flights. On rare occasions when the Company accepts charter business that requires the Company to allow cigarette smoking on a flight or trip, the Company shall not require individual Flight Attendants to accept assignment to such smoking flights or trips if such Flight Attendants are pregnant, have compromised immune systems, or have respiratory ailments which would be aggravated by cigarette smoke, provided the above health concerns have to be made to the Company in writing by a medical doctor prior to the Flight Attendant being contacted for assignment.
11. It shall be the practice of the Company to provide protective gloves for Flight Attendant use

for picking up trash in the coach cabin. Gloves shall not be used while serving food and/or beverages. Gloves shall not be used in the First Class cabin.

12. Flight Attendants shall not be required to perform bomb searches when the aircraft is on the ground, unless circumstances do not permit evacuation of the passengers and Flight Attendants before a search is conducted.
13. A Flight Attendant may be required to deadhead on a flight, but shall not be deadheaded on an aircraft which is required to be ferried by a Pilot Test Crew because of mechanical problems on that aircraft, except upon clearance by the FAA.
14. All information, data, reports, or studies provided to or obtained by the Union through application of the provisions of this Article shall be considered confidential and proprietary information. The Union agrees not to disclose or publish such information without the advance written authorization of the Company.

B. SAFETY AND HEALTH COMMITTEE

1. The Company and the Union shall maintain a Safety and Health Committee (“Committee”) by identifying not more than three (3) members appointed by the Company, and not more than three (3) members appointed by the Union who are Flight Attendants on the Sun Country Airlines System Seniority List. The Committee shall work together to identify and resolve safety and health issues related to the Flight Attendant workplace. The Committee shall meet once each quarter on mutually agreed upon dates and shall keep minutes of its meetings. Committee activities may include:
 - a. After providing the Company with reasonable advance notice which includes providing specific reasons for access, the Company shall give the Union members of the Safety and Health Committee access to any Flight Attendant work location to inspect conditions related to Flight Attendant safety and health;
 - b. Recommended corrective actions(s) or procedures for unsafe or harmful working conditions and practices related to Flight Attendant duties;
 - c. Review reports of industrial injury or illness concerning Flight Attendants and recommend corrective action for prevention of accidents and disease;
 - d. Evaluate the safety and health considerations of new or altered equipment, processes or procedures relevant to Flight Attendant safety or health and make recommendations regarding the same.
2. The Company and Union shall designate meeting dates sufficiently in advance for Flight Attendant committee members to bid in such a manner as to avoid having a flight conflict with the meeting date, if at all possible.
3. When the Union designated members of the Committee advise that the Company evaluation of existing, new or altered equipment, processes or procedures relevant to Flight Attendant safety or health would benefit from having Company selected members of in-flight management either observe the process/procedures and/or perform them by utilizing the provisions in Article 11.I, Special Circumstances, the Company will do so.

C. ACCIDENT/SERIOUS INCIDENT

1. The Vice President of In-Flight Service or his/her designee, upon notification of an accident or serious incident involving Flight Attendants during a trip hour period, shall notify the President of the Local Union or his/her designee of such event. When available at the time of notification, notification shall include, but not be limited to, the specific location of the event, name of the Company person in charge, names and base(s) of Flight Attendants involved, location of Flight Attendant survivors, and the NTSB investigator in charge if applicable. Events requiring notification shall include, but not be limited to:
 - a. Aircraft Accident - an occurrence which causes damage to a Company aircraft with Flight Attendants on board in which any person suffers death or serious injury.
 - b. Hijacking (Air Piracy) - Seizure or attempted seizure of a Company aircraft.
 - c. Serious physical injury to a Flight Attendant for any reason.
 - d. Emergency passenger evacuation.
 - e. Flight Attendants prepared the cabin for an emergency evacuation which did not take place.
 - f. Physical assault of a Flight Attendant.
 - g. Crew interference which results in local authorities being called to meet the flight and reporting the incident to the FAA.
 - h. Rapid or explosive decompression
 - i. Bomb threat against a Sun Country Airlines aircraft which is deemed credible by Company security.
1. In the event of an accident, the Company shall contact at least one member of the Union Accident Investigation Team as soon as possible. The Union shall provide a contact list with telephone list and instructions as to how to contact the listed individuals. Flight Attendants specifically requested or required by the Company or the NTSB to participate in an aircraft accident investigation involving Company aircraft shall be released from duty with pay. Flight Attendants requested by the Union to participate in an aircraft accident investigation involving Company aircraft shall be granted Union Leave or Union business time. The Company shall provide positive space on line transportation to two (2) Union designated Sun Country Airlines Flight Attendants to attend meetings required under this provision.
2. When a Flight Attendant suffers a serious injury as a result of an accident or serious incident, the Flight Attendant may request that the Company notify his/her designated Emergency contact. Should the Flight Attendant's injury prevent him/her from communicating with the Company representative or emergency medical personnel, the Company shall notify the Flight Attendant's designated emergency contact person.
3. A Flight Attendant whose personal property is damaged or destroyed in an accident or serious incident shall be reimbursed for his/her losses, upon satisfactory proof of such losses. The measure of loss shall be replacement cost or fair market value whichever is less.

4. When a Flight Attendant is on duty and is directly involved in an incident listed in C.1., a., b., c. (for the Flight Attendant who has a serious physical injury), d.,e.,f.,h. and i. above, and is unfit for duty to complete their trip, the Flight Attendant shall be released from duty without loss of scheduled pay and credit for such trip. For all other items listed in C.1. above, the situation will be evaluated by the Vice-President of Inflight Services or his/her designee. If away from base, such Flight Attendant will be provided confirmed transportation to his/her domicile.

D. CRITICAL INCIDENT RESPONSE PROGRAM

The Company shall maintain an active Critical Incident Response Program (CIRP). The parties will work together to see that an up-to-date CIRP is in place. Should the Company decide to significantly modify or replace the established program, the Company shall confer with the Union regarding any potential replacement program. Such replacement program shall provide confidential peer support to a Flight Attendant who has been involved in an accident or significant incident related to his/her work as defined in the program protocols. Union designated Sun Country Flight Attendants and Company representatives shall be program participants.

E. VIOLENCE IN THE WORKPLACE

The Company will maintain a policy on violence in the workplace, which will include the Flight Attendants.

**ARTICLE 21
INSURANCE BENEFITS**

A. Except as otherwise provided, the Company will provide benefit plans and insurance policies that meet or exceed the equivalent benefits provided as of January 2022. The Company may adjust Plan deductibles and benefits so that an equivalent level of coverage is maintained. The Company shall advise and consult with the Union prior to making any revisions to these plans or policies.

1. The Company shall continue to provide life insurance in an amount not less than twenty-five thousand dollars (\$25,000) at no cost to active service Flight Attendants, and such life insurance shall have no exclusion based on any activity or location in which the Flight Attendant may be engaged or assigned in the course of his/her employment with the Company.
2. The percentage of the total premium to be paid by the flight attendant will not exceed the following:

Plan	Single	Single+1	Family
MED Copay	31.62%	30.08%	29.62%
MED Bronze	15.00%	15.00%	15.00%
MED HSA	15.00%	15.00%	15.00%
DENTAL	42.02%	43.24%	48.72%

3. In all cases, the premium percentages paid by Flight Attendants for health and dental insurance shall not be greater than the premium percentages paid by all other employees on the same health and dental insurance plan (currently referred to as the Blue Plan).

B. Medical and Dental Benefits

1. Continued program eligibility shall be fifty-two and a half (52:30) hours per month. In the event that a Flight Attendant does not earn pay and credit of 52:30 hours per month for two (2) consecutive months, their contribution rate shall be converted to COBRA for the second month. Flight Attendants awarded a low flying line will be eligible for insurance at the active rates.
2. Medical and dental benefit eligibility shall be continued until the beginning of the month following the commencement of all leaves and furloughs at active contribution levels, then conversion to COBRA. Leaves subject to FMLA shall retain entitlements as provided in accordance with Article 17 Leaves of Absence. In the case of Company Convenience Leaves, Flight Attendants shall be eligible for medical and dental benefits at active employee contribution levels for up to ninety (90) continuous days. Thereafter, Flight Attendants given Company Convenience Leaves shall be eligible for medical and dental benefit contribution at COBRA rates.
3. Employee Benefits during and after a military leave of absence will be in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).
4. The Company will either provide pre-payment or authorization for payment in order to guarantee immediate medical care for medical emergencies taking place outside of the U.S.A. for hospitalization and other major medical expenditures. This protection would be extended only when the medical emergency is connected to Company-directed activity or on a layover.

The Company will also provide on the insurance card an internationally accessible telephone number available at no cost to the caller to allow foreign medical providers access to such pre-payment or authorization for payment.

C. Long Term Disability (LTD)

1. A Flight Attendant on Long Term Disability is considered to be on sick leave for purposes of benefit accruals and active service for purposes of any benefit contributions for so long as he/she uses his/her accrued sick leave hours in addition to Long Term Disability benefits to raise his/her total monthly income to an amount equivalent to his/her monthly guaranteed hours times his/her hourly rate.
2. Flight Attendants shall not receive LTD benefits that are inferior to any other employee group.

D. All benefits and policies provided under this Article 21 shall include coverage for all Company-directed activity, and such coverage shall have no exclusion for war zone.

E. Subrogation

Health and welfare claims paid by the Company's claims administrator are contractually eligible for full or partial recovery made by a third party under the Plan's subrogation provision. In the event recovery is made, the Company and Claimant will share the recovery in proportion to the amount paid by the Company's Claims Administrator to the medical care providers and the amount paid by the claimant, after any legal fees paid by the Company are first recovered by the Company.

F. General

1. Any Federal Tax imposed on the value of insurance plans shall be the responsibility of the employee electing the Plan to which the tax applies.
2. In the event of the existence or enactment of any law or regulation mandating different, additional or higher levels of benefits than those provided for herein, the higher benefit shall be incorporated by reference in this Agreement.

ARTICLE 22

MISSING, INTERNMENT, PRISONER OF WAR, HOSTAGE OR HIJACKING BENEFITS

- A. A Flight Attendant who, while performing duties in the service of the Company, becomes missing, interned or taken prisoner of war by a foreign government, hijacked or held hostage through no purposeful act on his/her part, shall accrue seniority and longevity, and shall be allowed the following benefits:

- B. A Flight Attendant covered under Paragraph A., above, shall be deemed to be in active service for pay and benefits purposes, and shall be paid each month at least his/her monthly guarantee up to a maximum of ten (10) years, but not after the occurrence of any of the following events:
 - 1. the date he/she returns to his/her base following his/her release from such internment;
 - 2. the date he/she is reasonably presumed to be deceased; or
 - 3. the actual date of his/her death.

- C. The monthly compensation allowable under this Agreement to a Flight Attendant who is covered under Paragraph A., above, shall be credited to such Flight Attendant on the books of the Company and shall be disbursed by the Company in accordance with written direction from him/her. The Company shall require each Flight Attendant hereafter employed to execute and deliver to the Company a written direction in the form herein after set forth. The Company shall place in their mailboxes each January, a form for Flight Attendants desiring to change their direction. The direction referred to shall be substantially the form depicted in Paragraph F., below.

- D. Any payments due to any Flight Attendant under this Article which are not covered by a written direction as above required shall be held by the Company for such Flight Attendant, shall be maintained in an interest bearing account and, in the event of his/her death, shall be paid to the legal representative of his/her estate.

- E. A Flight Attendant covered under Paragraph A., above, who returns to his/her base following his/her release from internment, shall be entitled to a position at his/her base or any other base he/she would otherwise have been awarded and to which his/her seniority entitles him/her, and to whatever training may be required to qualify or re-qualify for that position.

- F. Missing, Internment, Prisoner of War, Hostage or Hijacking Benefits Form

MISSING, INTERNMENT, PRISONER OF WAR, HOSTAGE or HIJACKING BENEFITS BENEFICIARY DESIGNATION

TO: MN Airlines LLC d/b/a Sun Country Airlines.

You are hereby directed to pay all monthly compensation allowable to me and any other benefits due under the provisions of this Agreement, while missing or resulting from death or any other condition which causes direct payment to be impossible, under Articles of the Agreement between Sun Country Airlines, Inc. and its Flight Attendants, as represented by the International Brotherhood of Teamsters (IBT), then in effect as follows:

_____ % of my monthly pay to _____
(Name)
(Address)

as long as living, thereafter to _____
(Name)
(Address)

as long as living, and thereafter to _____ (Name & Address), as long as living.

The balance, if any, and any amounts accrued after the death of all persons named in the above designation shall be held for me, or in the event of my death before receipt thereof, shall be paid to the legal representative of my estate.

The foregoing direction may be modified from time to time by letter signed by the undersigned, and any such modification shall become effective upon mailing of such letter by the undersigned. Payments made by the Company pursuant to this direction shall fully release the Company from the obligation of making any further payments with respect thereto.

Flight Attendant Signature, Name & Employee Number

WITNESSED BY: _____ DATE: _____

ARTICLE 23
RETIREMENT

- A. The Flight Attendants covered under this Agreement shall be eligible to participate in the Sun Country, Inc. 401(k) profit sharing plan (the "Plan").
- B. Participants in the Plan may make pre-tax savings contributions to the Plan in one percent (1%) increments up to the maximum amount permitted by law. The Company shall match the contributions made by the Participant up to a maximum of six percent (6%) of his/her eligible Compensation, as defined in the Plan.
- C. The pre-tax savings contributions made by the participants under the Plan shall be contributed to the trust as soon as administratively possible, but in no event later than seven
- D. days after such contribution would have been paid to the participant in the absence of a pre-tax savings agreement.
- E. At least six (6) separate diversified investment funds, ranging from conservative to aggressive, shall be established within the Plan trust for participants to direct the investment of their accounts under the Plan.
- F. Except to the extent mandated by law, the Company shall not amend the Plan in any way that adversely affects the Flight Attendants without the prior written consent of the Union.
- G. The Union shall establish a Sun Country Airlines Flight Attendant Retirement Committee and will advise the Company as to who will serve as Chairman of the Committee. The Company and the Committee will meet and confer as requested by either the Company or the Committee.

ARTICLE 24 UNION ACTIVITIES

A. BULLETIN BOARDS

Suitable bulletin board space, no smaller than three (3) by five (5) feet, shall be made available at each base report area for posting notices of Union meetings, notices pertaining to the administration of this Agreement and official Union election information, which shall include nomination meeting notices, official lists of candidates, and results of elections. There shall be no other general distribution or posting by Flight Attendants or the Union except as provided in this Article. Furthermore, at the same time as the distribution or posting of material, the Union shall provide copies to the Vice President of In-flight Services or his/her designee. Material considered unacceptable includes items that contain personal attacks or derogatory statements, advertisements or solicitations for outside vendors, and campaign material. The Company- provided bulletin board space shall be filled by a locked and enclosed bulletin board purchased by the Union and installed by the Company. Keys shall be held and maintained by the Union only.

B. UNION COMMUNICATION

1. The Union shall be permitted to use Flight Attendant mailboxes for distribution of official Union bulletins, newsletters, and other Union notices or publications. At the same time as the distribution of material, the Union shall provide copies to the Vice President of In-Flight Services or his/her designee. Material considered unacceptable includes items that contain personal attacks or derogatory statements, advertisements or solicitations for outside vendors, and campaign material.
2. The Union shall have access to Flight Attendant Trainee classes for a two (2) hour presentation at a time mutually agreeable to the Union and the Training Department. Such presentation shall be at no cost to the Company.

C. UNION ACCESS

1. The Company agrees the Union Representative(s) shall have access to its administrative offices to transact that which is necessary for the administration of this Agreement. The Company further agrees to provide the Union Representative(s) who do not have a Sun Country Airlines employee identification badge, with a visitors badge to enter its administrative offices.
2. At those stations where the Company has established a Flight Attendant base, if requested by the Union, the Company will sponsor the Union's Representative of record, for an airport Security Identification Display Area (SIDA) badge to permit access to the crew room inside the SIDA for the purpose of providing Union representation to the Company's Flight Attendants. Since each airport has different badging criteria concerning the issuance and use of SIDA badges, the Company cannot guarantee that all airport badging authorities will permit the issuance or subsequent renewal of this badge. The Company will provide the Representative of record with the forms associated with the issuance of a SIDA badge and the Representative of record will be required to complete the prerequisites, if any, associated with the issuance of a SIDA badge at that airport. The Union shall reimburse the Company for any costs associated with the issuance and use of the badge. In the event the Union requests that a second (2nd) Union Representative be sponsored for a SIDA badge it will put the request in writing with the reason to the Company.

D. DISTRIBUTION OF INFORMATION

1. The Company shall provide the Union with a monthly list of name changes, terminations, resignations, new hires, layoffs, recalls, base transfers, leaves, and a list of all Flight Attendants who are on special projects positions.
2. The Company shall provide to the Union:
 - a. a quarterly list of addresses and phone numbers for all Flight Attendants (each January 1, April 1, July 1 and October 1).
 - b. a yearly copy of the current system seniority list (each November 1), and each periodic new additions list.

ARTICLE 25
UNION SHOP AND DUES CHECK-OFF

A. GENERAL

This Article shall be in force only so long as the International Brotherhood of Teamsters, Airline Division, continues as the recognized bargaining representative of the Company's Flight Attendants.

B. UNION SHOP

1. Each Flight Attendant employed by the Company who is covered by this Agreement shall be required, as a condition of continued employment, on the effective date of this Agreement, to become and remain a member in good standing of the Union and pay to the Union each month the regular and usual monthly dues. Thereafter, it will be a condition of employment that all employees of the Company covered by this Agreement and hired on or after its effective date, will become and remain members in good standing of the Union within thirty (30) days following the completion of the probationary period and pay to the Union each month the regular and usual monthly dues.
2. Notwithstanding the provisions of paragraph 1, above, should a Flight Attendant covered by this Agreement elect not to join or not to maintain membership in good standing with the Union, such Flight Attendant shall nonetheless as a condition of continued employment be required to pay to the Union a "service fee" equal to the monthly dues and assessments required of members. Should a new Flight Attendant choose not to become a member of the Union but only to pay the required service fee, she or he shall also be required to pay to the Union an initial service fee equal to the amount of the standard initiation fee for Flight Attendants electing to become members of the Union.
3. A Flight Attendant who takes an unpaid leave of absence in excess of thirty (30) days, or who is furloughed in excess of thirty (30) days, or who is employed with the Company in a position outside of the bargaining unit, shall not be subject to the provisions of this Article. A Flight Attendant performing work other than that of a Flight Attendant as a temporary accommodation to physical incapacity, illness, or injury shall continue to pay dues or service fees and initiation fees and assessments (hereinafter "dues and fees") and shall continue to be covered by the Agreement.

C. DUES CHECKOFF

1. During the life of this Agreement, the Company shall deduct on a monthly basis from the pay of each Flight Attendant who authorizes such, an amount equal to the Union's standard membership dues and initiation fees as applicable, provided the Flight Attendant voluntarily executes the Check-off form set forth as an appendix to this Agreement and in accordance with the following:
 - a. All such executed check-off forms shall be submitted first to the Union Secretary-Treasurer who will then forward an original copy to the office of the Company's Payroll Manager.
 - b. A properly executed check-off form received from the Union office by the Company's Payroll Manager prior to the fifteenth (15th) of any month shall become effective for any

pay due the Flight Attendant on or after the first day of the following month and remain in effect until such time as the Flight Attendant revokes such authorization or these provisions for dues and fees check-off are no longer in effect.

- c. Any revocation of a check-off authorization must be in accordance with the procedures set forth on the check-off authorization.
 - d. The dues and fees deducted by the Company from the first paycheck of the month shall be remitted to the Union by the first (1st) of the following month. The deductions shall be accompanied by a complete list of bargaining unit members including the name, current status, employee number, social security number, amount remitted and hourly wage rate. On a case by case basis the Company shall assist the Union in reconciling a Flight Attendant's dues or service fees deductions, provided, however, that it will be the Union's responsibility to resolve any questions or verify any errors first with the individual Flight Attendant before bringing such to the Company. If the amount of the first paycheck is insufficient to cover the dues and fees owed such remaining amount shall be deducted from the next paycheck or such subsequent checks as are necessary to cover the debt.
 - e. The standard initiation fee shall be deducted in increments not to exceed twenty-five dollars (\$25) per month, until the initiation fee is paid in full.
1. A Flight Attendant who has executed a check-off form and who resigns, retires, or is otherwise terminated from the employ of the Company, and a Flight Attendant who remains with the Company but who takes a leave of absence, is furloughed, or who accepts a position outside of the bargaining unit shall be deemed to have suspended his/her check-off authorization until return to the unit.
 2. In the event of the termination, resignation or retirement of a Flight Attendant's employment, the Company shall not be obligated to collect dues and fees from the employee's final paycheck(s) until all other deductions have been made and satisfied.
 3. The Company shall make the deductions provided for herein after all other deductions authorized by the Flight Attendant or required by law have been made and then only to the extent there is a balance remaining in the Flight Attendant's paycheck.
 4. The collection of any back dues and fees owed at the time of starting or restarting payroll deductions for any Flight Attendant, the collection of dues or service fees not deducted because the Flight Attendant's earnings for the pay period after all other deductions are insufficient, and the collection of dues or service fees missed in error in the accounting process shall be deducted from the next paycheck or such subsequent checks as are necessary to cover the debt. Further, in cases where a deduction is made from a Flight Attendant's pay which exceeds for any reason what in actuality should have been deducted pursuant to this Article, there shall be no liability for such imposed on the Company and any refund shall be made to the Flight Attendant by the Union.
 5. The employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contribution to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase "months worked" excludes any month other than a month in which the employee earned a wage. The Employer shall transmit to DRIVE on a

monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the monthly payroll deduction.

D. FAILURE TO PAY REQUIRED DUES OR SERVICE FEES, INITIATION FEES OR ASSESSMENTS

1. If any Flight Attendant becomes more than thirty (30) days delinquent in the payment of the required Union dues and fees, the Union may notify the Flight Attendant by Certified Mail, Return Receipt Requested, with a copy delivered to the Company's Vice President of In-flight Service, advising the Flight Attendant that he/she is delinquent and that failure to correct the delinquency will result in the Flight Attendant's termination if not corrected within fourteen (14) days from the Flight Attendant's first receipt of the notification letter.
2. If the delinquency has not been corrected within the fourteen (14) day period provided above, the Union may certify in writing to the Company's Director of In-flight Service that the Flight Attendant has failed to cure the delinquency in the grace period provided and that his/her employment is to be terminated. The Vice President of In-flight Service or his/her designee shall, within three (3) days after receipt of the Union's written notification of delinquency, notify the Flight Attendant in writing by personal delivery or Certified Return Receipt letter that his/her employment with the Company has been terminated and the reason therefore.
3. For purposes of this Article proof of attempted delivery of the Certified Mail, Return Receipt Requested letter to the Flight Attendant's last known address shall constitute receipt.
4. If the Flight Attendant fails to correct the delinquency within fourteen (14) days after the receipt of the Director of In-flight Service's notice of termination or to appeal as provided in paragraph 5 above said termination shall be final. If corrected within the fourteen (14) day period the Flight Attendant shall be reinstated with no back pay or benefits but with seniority and longevity unimpaired.
5. A Flight Attendant discharged as the result of the provisions of this Article shall be entitled to challenge the validity of such action only as to the question of compliance with the procedural aspects of this Article or the existence of the delinquency and only using the following procedure:
 - a. The Flight Attendant must submit a written request to the Secretary Treasurer of the Local Union for review of the action, with a copy to the Company. The written request must be received by the Secretary Treasurer of the Local Union no later than the tenth (10th) day following the Flight Attendant's receipt of or the notification of discharge.
 - b. The Secretary Treasurer or his/her designee will review the matter, including holding a meeting with the Flight Attendant if so requested, and issue a written decision to the Flight Attendant with a copy to the Company.
 - c. The decision of the Secretary Treasurer or his/her designee shall be final and binding on all parties.

- d. During the period that a challenge is being handled, the Flight Attendant shall not be discharged and shall remain active and eligible for work and shall lose no seniority rights due to noncompliance with this Article.

E. INDEMNIFICATION OF THE COMPANY

It is expressly agreed that the Company shall not be liable for any claim of loss brought by any Flight Attendant(s) adversely affected by any Company action pursuant to the terms or provisions of this Article or at the request of the Union purportedly under the terms and conditions of this Article. The Union agrees to indemnify the Company and to hold it harmless from any and all claims which may be brought by a Flight Attendant or Flight Attendants against the Company by virtue of the application or misapplication of any of the terms of this Article, including the defense of the Company in any legal proceedings related to such action(s), and the payment of any and all costs relating to such legal proceedings or from any adverse judgment which results from them.

ARTICLE 26
GRIEVANCE PROCEDURE

A. INVESTIGATION, DISCIPLINE & DISCHARGE

1. The Company shall establish and maintain a progressive discipline system, which shall:
 - a. be published and distributed to all Flight Attendants;
 - b. be equitably administered;
 - c. provide an opportunity for the Flight Attendant to be made aware of Company concerns about his/her performance, and an opportunity for the Flight Attendant to take corrective action;
 - d. provide a multiple-warning system; and
 - e. nothing shall prohibit escalation of discipline as warranted by the facts and circumstances in any case, consistent with customary principles of progressive discipline. Note: Company proposal to reflect current and past practices/Company policies and to more accurately communicate those to flight attendants.
2. When the Company initiates an investigation into a potential disciplinary matter and formally questions a Flight Attendant, such Flight Attendant shall be notified of the allegations against him or her, prior to the Company posing the first question.
3. If a Flight Attendant who is subject to potential discipline elects to secure Union representation, the Company shall not commence or continue an investigation or potential disciplinary meeting until an authorized Union Representative is available. There shall be an earnest effort on the part of both the Union and the Company, to resolve disputes prior to the utilization of the grievance process.
4. Discipline is defined as: verbal warning, a written warning, a final written warning, a final written warning with a suspension of no more than twenty-one (21) days, or discharge. All forms of disciplinary action may be grieved with the exception of discipline issued to probationary Flight Attendants.
5. The Union Representative and the grievant shall have access to the grieving's personnel file for review in any discipline or discharge case. The Company shall make available to the Union upon request, any other material that the Company has relied upon in making the determination that gave rise to the grievance.
6. Flight Attendants who have been disciplined or discharged shall be granted a grievance hearing provided he/she has requested and the Union has filed on his/her behalf a written request for such hearing with the Vice President of In- Flight Service, or his/her managerial designee, within twenty one (21) calendar days of the date upon which the Flight Attendant receives written notice of discipline or discharge.
7. Such grievance hearing shall be held before the Vice President of In-Flight Service or his/her managerial designee and shall be held within fourteen (14) calendar days after the Company

receives the written request from the Union for a grievance hearing as stipulated in paragraph A.6. above of this Section.

8. Within seven (7) calendar days after the close of such grievance hearing, the Company shall render its decision in writing to the Flight Attendant and furnish a copy to the Union Representative.
9. The provisions of this paragraph A. shall not apply to any Flight Attendant disciplined or discharged during his/her probationary period.
10. The Company may withhold a Flight Attendant from service with pay for a period not to exceed twenty-one (21) calendar days while it is investigating whether discipline against him/her is appropriate.
11. If, as a result of the grievance hearing provided in paragraph A.6 above, a Flight Attendant who has been held out of service is exonerated, he/she shall be reinstated without loss of seniority or longevity, and shall be made whole for any loss of pay and contractual benefits occasioned by such discipline. In addition, if he/she is exonerated, his/her personnel record shall be cleared of the charges and the Flight Attendant shall be notified, in writing, that his/her record has been cleared.
12. The Company shall not base disciplinary action, reference or introduce in any hearing or proceeding described within Article 26 of this Agreement any disciplinary records or correspondence of a derogatory nature if the Flight Attendant was not made aware of such document in accordance with paragraph 19.B.2 or if such document was more than twenty-four (24) months old from the date of the incident that gave rise to the discipline or discharge.
13. Flight Attendants may be disciplined, or discharged at any time during their probationary period, as defined in Article 3.E, without recourse to the grievance process or System Board of Adjustment.

B. NON-DISCIPLINARY DISPUTES

1. It is the intent of the parties to resolve disputes or potential disputes informally and at the lowest level possible. There shall be an earnest effort amongst the parties to settle disputes promptly and in accordance with the procedures outlined herein. Where deemed appropriate by the Union, disputes may be addressed directly with the Company in an effort to resolve the issue prior to filing a grievance.
2. An authorized representative of the Union, on behalf of a Flight Attendant or group of Flight Attendants, may file a grievance in writing.
3. When a written grievance is filed, it shall contain a reference to the provisions of the Agreement alleged to have been breached, a concise statement of the facts involved, and the relief or remedy requested.
4. The Union Representative and the grievant shall have access to the grievant's records, and the payroll, benefit accrual, and crew scheduling records of any other Flight Attendant(s) which are relevant to the case for comparison purposes. The Company shall make available to the Union upon request, any other material that the Company has relied upon in making the

determination that gave rise to the grievance.

5. Non-disciplinary grievances must be submitted to the Vice President of In-Flight Service or his/her managerial designee, within sixty (60) calendar days after the Flight Attendant has knowledge or would reasonably be expected to have knowledge, of the event which gave rise to the grievance. It is not intended that this limitation precludes claims arising out of bookkeeping or pay errors that do not require interpretation of this Agreement.
6. A grievance hearing shall be scheduled and held each month. All pending grievances will be heard at the monthly meetings.
7. Within ten (10) business days after the close of the grievance hearing, the Company shall render its decision in writing to the Union and upon request, to the Flight Attendant. Payments will be made on the next available check. Failure to do so will require the company to issue a separate check immediately. The Union will be notified of the date of any such payment.
8. The Union has the right to utilize the grievance and the System Board of Adjustment procedures on behalf of probationary Flight Attendants, with respect to disputes other than discipline or discharge.

C. GRIEVANCE REVIEW

Prior to addressing new grievances, the Company and Union will attempt to resolve any outstanding grievances to which the Company has not rendered a written decision. If the Union chooses, they may, at any time, move open grievances to the System Board of Adjustment. The Company and the Union shall be represented at these Grievance Reviews by individuals with the full authority to approve binding settlement agreements on behalf of the grievant(s) and the Company. Offers of settlement made by the Company or the Union and all other case evaluation and discussion at these Grievance Reviews shall be without prejudice or precedent to either party and shall be inadmissible in any System Board of Adjustment hearing.

D. APPEAL TO THE SYSTEM BOARD OF ADJUSTMENT

When the copy of the Company's decision, issued as provided in paragraphs A. or B. above, has been received by the Flight Attendant and his/her Union Representative(s), and the Company's decision is unsatisfactory, he/she shall have the right to appeal to the Sun Country Flight Attendant's System Board of Adjustment (Article 27). Such appeal shall be made within thirty (30) calendar days of receipt by the Flight Attendant and his/her Union Representative of the Company's decision. All submissions to the Board shall conform to the provisions of Article 27, System Board of Adjustment.

E. GENERAL

1. Extension of time limits set forth in this Article 26 may be granted only by agreement, in writing or email, between the parties.
2. Unless extended as provided for herein, the time limits set forth in this Article shall be strictly applied. Should the company fail to schedule a grievance hearing or answer a grievance in the time specified, the grievance shall be treated as if denied. A grievance may be settled or withdrawn at any time.

a. Transportation

Witnesses, Union Representatives, and grievant(s), called to appear at grievance hearings who are employees of the Company shall be furnished free transportation over the lines of the Company on those flights where the Company controls some portion of the seat inventory or if available, Company arranged interline reduced rate transportation from point of duty (e.g., the Flight Attendant's base) to the point of grievance hearing and return.

b. Witnesses, Union Representatives, and grievant(s) called under the provisions of paragraphs A., B., and D above, who are not employees of the Company, who may be called by either party, shall be given free transportation over the lines of the Company on those flights where the Company controls some portion of the seat inventory or if available, Company arranged interline reduced rate transportation off line, subject to the provisions of governmental regulations and space being available.

3. When a Flight Attendant(s) is chosen to act as a witness for another Flight Attendant, the Company shall permit such witness(es) sufficient time free from duty to prepare a witness statement and may permit sufficient time free from duty to testify depending upon Company needs of service.
4. When it is mutually agreed that a stenographic report is to be taken of the meeting or hearing or appeal in whole or in part when the Union, the Company and the grievant are all present, the cost shall be borne equally by both parties to the dispute provided both parties request and receive a copy of the report.
5. When a stenographic report will not be taken of a meeting or hearing when the Union, the Company, and the grievant are all present, the Company shall provide someone to serve as a note-taker. At the conclusion of the meeting or hearing, the presiding Company representative(s); the Union Representative(s), and the Flight Attendant shall review the notes and mutually agree that the notes accurately reflect the pertinent nature of the questions and the answers. Each party shall initial each page of the notes to signify their agreement with respect to the validity of the notes. Copies of the notes shall be made at the conclusion of the meeting or hearing and be distributed to all parties.

ARTICLE 27
SYSTEM BOARD OF ADJUSTMENT

- A. 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 this Agreement or any amendments or additions thereto and which are properly submitted to it, which board shall be known as "Sun Country Airlines Flight Attendant System Board of Adjustment," hereafter referred to as the "Board". The jurisdiction of the Board shall not extend to disciplined or discharged probationary Flight Attendants.
- B. The Board shall consist of three (3) members, one (1) appointed by the Company, one (1) appointed by the Union, and the neutral member.
- C. The neutral member of the Board shall preside at meetings and hearings of the Board and shall be designated as Chairperson of the System Board of Adjustment. It shall be the responsibility of the Chairperson to guide the parties in the presentation of testimony, exhibits and arguments at hearings to the end that a fair, prompt and orderly hearing of the dispute is afforded. The Board shall meet in the city where the general offices of Sun Country Airlines are maintained unless a different place of meeting is mutually agreed upon by the Board and the parties.
- D. Ninety (90) days prior to the establishment of an arbitration panel for the ensuing eighteen (18) month term, the Vice President of In-Fight Service and the President of the Local Union, shall exchange lists of potential neutral board members to serve for the eighteen (18) month term, which are acceptable to the respective parties. All potential neutral Board members must be members in good standing of the National Academy of Arbitrators. From these individual lists, a final combined list of seven mutually agreeable arbitrators shall be developed. Arbitrations will be scheduled as need arises. Arbitrators will be selected by striking from the panel. If cancellation fees are incurred, they shall be borne in full, by the party or parties who caused the cancellation to be necessary. When a case pending before the Board is settled before the hearing, the parties shall bear an equal share of any cancellation fees and expenses incurred.
- E. All disputes properly referred to the Board for consideration shall be addressed to the Company member and the Union member jointly. If the actual Board member has not been designated at the time the submissions are filed, they may be addressed to the Vice President of In-Flight Service and the Local Union. The submission may have attached copies of all pertinent papers and exhibits and shall show:
1. Question or Questions at Issue;
 2. Statement of Facts;
 3. Position of the Union and/or the grievant(s); and
 4. Position of the Company.

A copy of the initial submission shall be served on the other party. When possible, joint submission should be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the Board. No matter shall be considered by the Board which has not first been handled in accordance with the appeals provisions of this Agreement including the rendering of a decision.

- F. The Board shall have jurisdiction over disputes between the Union and the Company arising from grievances or the interpretation or application of any term of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions covered by existing agreements between the parties.
- G. The Board shall consider any dispute properly submitted to it by the Union or the Company when such dispute has not been previously settled in accordance with the terms provided in this Agreement.
- H. The Union may be represented at Board hearings by such person(s) as they may choose and designate, and the Company may be represented by such person(s) as it may choose and designate. Evidence may be presented either orally or in writing or both. All witnesses testifying orally or by deposition shall do so under oath.
- I. Limited Use of Documents
 - 1. Disciplinary records or correspondence of a derogatory nature shall not be introduced into evidence at any arbitration concerning subsequent disciplinary action, including discharge, if the Flight Attendant was not made aware of the document or such written notice was subject to removal from the Flight Attendant's file pursuant to Articles 19, Personnel Matters; and 26, Grievance Procedure, at the time of the incident which is the subject of the System Board of Adjustment hearing.
 - 2. A Flight Attendant, or his/her representative, at any System Board of Adjustment hearing concerning discipline of the Flight Attendant may introduce any reports or other evidence of exemplary or satisfactory work performance which are as old as any disciplinary records or correspondence of a derogatory nature which the company could introduce pursuant to Paragraph I.1., above.
 - 3. The limitation on the use of disciplinary records or correspondence of a derogatory nature in System Board of Adjustment hearings shall have no effect on the introduction of other materials concerning a Flight Attendant's employment relationship with the Company.
- J. The Board may, by a majority vote, summon any witness(es) who are employed by the Company and who may be deemed necessary by the parties to the dispute, or by either party, or by the Board itself.
- K. A majority vote of the members of the Board shall constitute a final decision. The Board will render its decision in writing as promptly as possible. Decisions of the Board in all cases properly referable to it, shall be final and binding upon the parties.
- L. Nothing herein shall be construed to limit, restrict or abridge the rights or privileges afforded either to the Flight Attendant(s) or to the employer, or their duly accredited representative(s) under the provisions of the Railway Labor Act, as amended.
- M. The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.
- N. The expenses and reasonable compensation of the neutral member shall be borne equally by the

parties. Each of the parties shall assume the compensation, travel expense and other expenses of the Board member selected by it and the witnesses called by it.

1. Witnesses, Union representatives, Board members, and grievant(s), called to appear at a System Board of Adjustment hearings who are employees of the Company shall be furnished free transportation over the lines of the Company on those flights where the Company controls a portion of the seat inventory or, if available, Company arranged interline reduced rate transportation off line from point of duty (e.g., the Flight Attendant's base) to the point of arbitration hearing and return.
 2. Witnesses, Union representatives, Board members, and grievant(s), called to appear at System Board of Adjustment hearings who are not employees of the Company, who may be called by either party, shall be given free transportation over the lines of the Company on those flights where the Company controls a portion of the seat inventory or, if available, Company arranged interline reduced rate transportation off line, subject to the provisions of governmental regulations and space being available.
- O. Board members, witnesses, Union Representative, and grievant(s) shall be granted Leave as reasonably necessary for the performance of their duties, including preparing for and presenting cases. Flight Attendant witnesses who are necessary to establish material fact on behalf of another Flight Attendant shall be released from duty to prepare and testify. The number of non-material witnesses may, however, be limited due to the needs of the operation.
- P. The expense of stenographic services necessary to transcribe Board proceedings shall be borne equally by the parties.
- Q. The Company and Union members of the Board, acting jointly, shall have the authority to incur such other expenses as, in their judgment, may be deemed necessary for the proper conduct of the business of the Board and such expense shall be borne one-half (1/2) by each of the parties.
- R. It is understood and agreed that each witness and Board member shall be free to discharge his/her duty in an independent manner without fear that his/her individual relations with the Company, the Union, or with employees may be affected in any manner by any action taken by him/her in good faith in his/her capacity.

ARTICLE 28
GENERAL

A. REQUIRED ITEMS AND EQUIPMENT

1. The Company shall furnish, at Company expense, an identification badge to each Flight Attendant which shall include the name, designation of Flight Attendant and date of hire. The identification badge must be returned to the Company upon furlough or termination of employment. New badges shall be replaced upon expiration or when necessary due to legal name changes, at the Company's expense.
2. The Company shall provide, at no cost to the Flight Attendant, a parking space at the Flight Attendant's base. To the extent within its control, the Company shall provide lighted and secure parking facilities. Parking facilities for Flight Attendants shall be no less favorable than those facilities applicable to flight deck crewmembers. Any change in the parking at Terminal 2 in MSP applicable to flight deck crewmembers, including the terms and conditions associated with such a change, will be extended to Flight Attendants on a no less favorable basis.
3. The Company shall provide a crew room for the use of Flight Attendants at each base. Such crew room shall be equipped with a telephone from which local and toll free work-related calls can be made, work space, seating, and sufficient number of computers based on head count. The Company shall make a sufficient number of administrative forms available. In the event the Company establishes a new base(s) for Flight Attendants, the Company will provide a crew room within a reasonable time.
4. All notices and other Company communications to Flight Attendants including but not limited to changes in assignments, filling of vacancies, base transfers, changes in management, furloughs, and/or leaves of absence shall be communicated electronically.
5. Any and all manuals issued to Flight Attendants by the Company shall be current and paid for by the Company. Each Flight Attendant must maintain his/her manual(s) in good condition as well as current condition. Any Flight Attendant who transitions to another position within Sun Country Airlines, who is furloughed, or who terminates their employment shall return previously issued manuals in current, good condition (normal wear and tear excepted) or shall reimburse the Company for actual cost of each manual to cover replacement not to exceed thirty dollars (\$30.00). Any amount owed to the Company shall be deducted from the last paycheck. The Company shall replace or repair, at no cost to the Flight Attendant, any manual that is damaged while on a trip. The company shall, at no cost to the Flight Attendant, replace such manual(s) lost or stolen while a Flight Attendant was on a trip, provided the Flight Attendant has documentation to support the loss or theft. Such documentation may include irregularity reports, witness statements, and/or a police report if available. If a loss occurs when a Flight Attendant is not on a trip, the Company shall offer the Flight Attendant a replacement manual(s) at Company cost, not to exceed thirty dollars (\$30.00). Flight Attendants shall not be required to pay for the use of any manuals or equipment required for training or use in operations.
6. The Local Union shall be provided with an electronic copy of all current Company policy manuals that pertain to Flight Attendants and Flight Attendant manuals. All changes or amendments issued by the Company shall be provided to the Union at the same time they are provided to the Flight Attendants.

7. The Company shall provide each Lead Flight Attendant and member of the Flight Attendant crew with trip information electronically, as applicable.

B. PAYROLL AUTOMATED SYSTEMS

In the event of a discrepancy between Flight Attendant and automated times, the pilot reported time shall prevail.

C. PASS TRAVEL BENEFIT

1. Flight Attendants shall be subject to the policies of the company as afforded to all other employees of the Company not covered by this Agreement, in all matters relating to free and reduced rate transportation privileges (including benefits for retirees), interline agreements to which the Company is a party, and the like, (Pass Travel). Flight Attendants shall not receive Pass Travel benefits which are inferior to any other employee or employee group at Sun Country Airlines.
2. The Company shall publish the pass policy and identify reciprocal agreements that exist with other airlines. The Company shall provide written notice of any changes to Flight Attendants in a timely manner.
3. Pass Committee
 - a. The Company shall maintain a Pass Committee for the purpose of reviewing, on an ongoing basis, Company policy regarding Pass Travel. The Company shall solicit and consider the recommendations of the Pass Committee on all matters relating to Pass Travel policy and the members of the Pass Committee shall be timely notified of all changes to the Pass Travel policies and arrangements.
 - b. The Pass Committee shall include a member(s) designated by management who is familiar with the Company's free and reduced rate transportation policies, interline agreements, and the like, as well as a member(s) designated by the Union, and such member(s) as may be designated by, or serve on behalf of, other Sun Country employee groups designated by the Company. The Pass Committee shall meet upon request of a Union designated member, when the Committee has not met within the preceding ninety (90) days.
4. Consistent with Company check-in procedures, it will be permissible for an adult companion to accompany a working Flight Attendant on a layover.
5. Flight Attendant Jumpseats For Personal Travel
 - a. Flight Attendant jumpseats on all Company aircraft shall be made available for Flight Attendants on personal travel. The boarding priority for jump seats shall be in the following order:
 - i. the FAA;
 - ii. Sun Country Airlines employees who, due to operational needs, must use a jump seat for Company business when no other seats are available on the flight (i.e., Company

emergency response personnel and maintenance department); and

- iii. Flight Attendants on personal travel.
 - b. An electronic listing procedure shall remain in effect for Flight Attendants in order to list themselves in seniority order within the same pass type for any seat for personal use on a Sun Country Airlines flight.
6. Forty-five minutes (:45) prior to scheduled departure of a flight, the jumpseat shall be awarded first among Flight Attendants in seniority order, then in Company seniority order among all those who have placed their names on a list at the departure gate, at that point in time. The Company shall not profit from interline agreements. A Flight Attendant may not be charged more for travel than is remitted to the other air carrier.
 7. A furloughed Flight Attendant shall be entitled to pass benefits. All travel must be done on Sun Country Airlines only and shall be completed within six (6) months after the furlough commences.
 8. A Flight Attendant on a Leave of Absence of less than sixty (60) consecutive days, shall be entitled to pass benefits. A Flight Attendant on Medical Leave of Absence of less than sixty (60) consecutive days shall be entitled to travel on passes so long as the travel is not inconsistent with his/her medical condition and he/she has notified the In-Flight Services department prior to travel. Flight Attendants who have been on a Leave of Absence of more than sixty (60) consecutive days shall be entitled to Tier Four benefits as currently found in the pass policy provided that, he/she submits his/her badge.
 9. A retired Flight Attendant shall be entitled to retiree pass benefits. For the purposes of this Article, a retired Flight Attendant as defined in Article 2 of this Agreement.
 10. The Local Union Representatives, the elected Sun Country Airlines Negotiations Committee, and other Union officials shall be provided passes on Sun Country, upon providing advance notice to the Company, for the purpose of contract negotiations and when meeting with the Company or for other Union related business as it relates to Sun Country Flight Attendants. Such Union travel shall be on a fee waived and positive space basis.

D. ACCIDENTS OR INCIDENTS

1. In the event of an accident or incident, the Company shall comply with the provisions of Article 15, Workers' Compensation, Article 17, Leaves of Absence and Article 20, Safety and Health of this Agreement.
2. No Flight Attendant, nor his/her estate, shall be required to pay the cost of repair or replacement of any aircraft, equipment or property which is not intentionally damaged or destroyed in the performance of his/her duties with the Company. Any disputes regarding intentional or unintentional actions shall be resolved in accordance with Article 26, Grievance Procedure and Article 27, System Board of Adjustment.
3. In the event a Flight Attendant passes away while on duty or on Company business away from his/her base station, the Company shall immediately return the Flight Attendant's remains and personal effects on or off-line to his/her base or station closest to the place of burial, without

transportation cost to the Flight Attendant's estate.

D. CREW BAGGAGE

Except where prohibited by contract with charter customers (e.g., military) the Company shall, by policy, instruct all concerned personnel that the aft most available right overhead bin on all aircraft is to be kept available, on a first access basis, for the stowage of working crew (excluding deadhead crew) baggage. Without incurring an operational delay, when a Flight Attendant experiences noncompliance with Company policy, he/she shall submit a Company provided Safety/Irregularity report upon return to Base, detailing the event to permit the Company to initiate appropriate remedial action.

E. COMMUTING

In the event the Company establishes six (6) or more Flight Attendant bases, the Company will meet with the Union to discuss the possible establishment of a commuter policy.

ARTICLE 29
EFFECT OF AGREEMENT

This Agreement shall supersede and take precedence over all agreements, supplemental agreements, amendments, letters of understanding and similar related documents executed between the Company and the Union prior to the effective date of this Agreement provided that all rights and obligations, monetary or otherwise, which may have accrued to the Flight Attendants or to the Company prior to the effective date of this Agreement under the said agreements, supplemental agreements, amendments, letters of understanding, and similar related documents, shall remain in effect until satisfied or discharged.

ARTICLE 30
AMENDMENT OF AGREEMENT

Either party hereto may at any time propose in writing to the other party any amendment, or amendments which they may desire to make to this Agreement, or supplemental agreements thereto, and if such amendment or amendments are agreed to by the said parties, such amendment or amendments shall be stated in writing, signed by both parties hereto and shall then be deemed to be incorporated in and shall become a part of this Agreement, or supplements thereto, provided that when such amendment or amendments are not agreed to by both parties, it is understood by the said parties that they both will forego and not exercise any rights they may have to invoke the provisions of the Railway Labor Act, as amended, to cause further consideration of the amendment or amendments in question except as provided in Article 31, Effective Date and Duration, of this Agreement.

ARTICLE 31
EFFECTIVE DATE AND DURATION

- A. Notwithstanding the provisions in Article 26 and Article 27 of this Agreement, should the parties have a disagreement over the meaning or proper application of the provisions in this Article 31, which they are unable to resolve in direct conferences, then either party, may submit the dispute in the first instance to final and binding arbitration. Upon the receipt of written notice, the Parties will select a neutral arbitrator using the alternate method (with the Party submitting the dispute striking first) to preside at an arbitration hearing and thereafter render a final and binding decision as to the unresolved dispute. The arbitrator's jurisdiction shall not extend to modification or institution of the substantive provisions contained in any part or Article of the Agreement.
- B. This Agreement constitutes the full and complete settlement and agreement between the parties on pay, work rules and benefits for all Flight Attendants in the service of the Company for the period TBD, 2025 [five (5) years from the Date of Signing] through TBD 2030, and shall renew itself without change until each succeeding TBD thereafter, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party hereto one- hundred and eighty (180) days prior to TBD, 2030 or in any year thereafter. The parties commit to meet at least five (5) business days per month to reach an Agreement.
- C. EFFECTIVE DATE

This Agreement shall become effective on TBD, 2025.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this day of TBD, 2025.

[Signature Blocks]