

## **SPIRIT AIRLINES**

# TENTATIVE AGREEMENT 2023

### **VOTING OPENS:**

MONDAY, MARCH 20, 2023 AT NOON ET

### **VOTING CLOSES:**

THURSDAY, APRIL 13, 2023 AT NOON ET



### Dear Spirit Flight Attendants,

We achieved significant pay increases, improved scheduling protections and control, enhanced reserve provisions, and preserved many current industry-leading provisions, including Medical Insurance and Scheduling Integrity. This Tentative Agreement (TA) is a success regardless of whether a merger happens or not.

As we prepare for a vote on our Tentative Agreement, it is important that we consider questions of strategy and timing. As we are aware, the merger between Spirit and JetBlue is a possibility.

Your Negotiating Committee and MEC understood the proposed merger provided an opportunity to push for a deal in a negotiations that otherwise could have dragged on for another year. It was essential to seize the moment, conclude bargaining and secure immediate improvements.

This TA sets Spirit Flight Attendants up to enter joint contract negotiations on an equal footing and allow the joint negotiating committee the power to press for even greater improvements and rates. We do not want to enter these merged contract talks with our wages 15 to 20 percent lower than our counterparts. Experience has shown that management will use that disparity to their advantage.

Merged contract talks give us a second bite at the apple and the ability to fight for even higher wages. Creating the fifth largest carrier, the merged JetBlue-Spirit will join the ranks of the largest carriers and must pay wages commensurate with its size.

Even if the merger does not happen, this TA leaves Spirit Flight Attendants in good position to go back into negotiations within two and a half years. With the relatively short contract period, if the merger falls through, then we will be back to the bargaining table quickly to fight for more improvements.

In reaching this TA, your negotiations team and MEC considered all of these strategic factors in determining that this TA puts Spirit Flight Attendants in the best position going forward. If this TA is not approved, the only thing we know for sure is keeping our current pay scale and current work rules for a much longer duration and disadvantages in any

joint-contract bargaining. Our contract vote will not have any impact on whether the merger goes forward or not. We will head into the merger with our current Contract.

Your Negotiating Committee secured significant improvements while defending the key contractual provisions that management was intent on gutting, such as healthcare, per diem, and scheduling rules while pushing back on company demands for PBS and a monthly flying minimum.

This Tentative Agreement secures our future: Merger or Not. Your Master Executive Council and your Negotiating Committee have reviewed all the documents and recommend that you **vote FOR** this Tentative Agreement.

In solidarity,

Jason Kachenmeister, President Master Executive Council

**Gena Gambuto, Vice President**Master Executive Council

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Jasmine Lopez, Secretary-Treasurer & President Master Executive Council Council 73 - LAS

Michael Harris, President Council 37 - MCO

David Bedene, President
Council 74 - DFW/IAH

Deb Crowley, President Council 76 - ACY/DTW

**Dan Glasson, President** Council 77 - ORD/ATL

Dwight Bleickman

Dan Glason

**Dwight Blackman, President** Council 78 - FLL

Olson "Rick" Santiago-Carreras Negotiating Committee Member

**Colleen Burns**Negotiating Committee Member

### Securing Our Future: Merger or Not

This Tentative Agreement (TA) Summary booklet outlines the changes in TA 2023. The main spiritafa.org website landing page has a "TA-2023" link with further information, including the full text TA-2023, topic videos, Q&As, a remote roadshow recording, and other materials.

### **TA Pay Scale**

- Every pay step (except for new-hire rate) receives an immediate raise of at least 10%
- Shortened the PayScale to 13 years
- Plus 2 additional raises to the entire pay scale (see chart next page) over the length of the agreement
  - 2% on January 1, 2024
  - 3% on January 1, 2025

PAY STEP	SPIRIT TODAY	TA RATES ON DATE OF RATIFICATION	\$ INCREASE	% INCREASE
1ST 6 MO.	\$21.04	\$21.42	\$0.38	1.8%
2ND 6 MO.	\$22.99	\$25.29	\$2.30	10.0%
2	\$26.66	\$29.59	\$2.93	11.0%
3	\$28.62	\$31.77	\$3.15	11.0%
4	\$30.83	\$34.22	\$3.39	11.0%
5	\$32.42	\$35.99	\$3.57	11.0%
6	\$33.94	\$39.60	\$5.66	16.7%
7	\$36.10	\$42.89	\$6.79	18.8%
8	\$37.99	\$44.53	\$6.54	17.2%
9	\$39.24	\$46.02	\$6.78	17.3%
10	\$40.87	\$47.89	\$7.02	17.2%
11	\$42.91	\$49.79	\$6.88	16.0%
12	\$43.81	\$52.12	\$8.31	19.0%
13	\$45.25	\$57.53	\$12.28	27.1%
14	\$47.68	\$57.53	\$9.85	20.7%
15	\$50.21	\$57.53	\$7.32	14.6%
16	\$51.13	\$57.53	\$6.40	12.5%

### Stepping through the Wage Scale

It is important **not** to read the following wage scale straight across. You step through the scale and receive 2 raises each year (Hire date anniversary and Contract anniversary date: 1/1/24 - 2% and 1/1/25 – 3%), unless you have already reached 13 years of service.

**Example:** Follow the light gray shaded path below. A Flight Attendant currently in Pay Step 6 with a hire date of June 1 makes \$33.94 today. TA-2023 raises that rate to \$39.60 on April 1st if the TA is ratified.

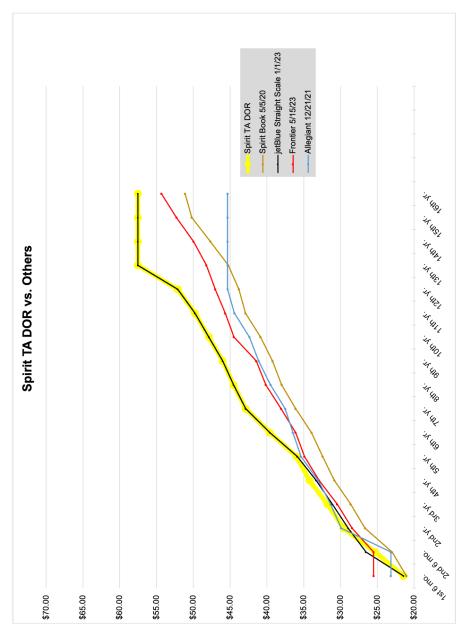
On their hire anniversary date (June 1, 2023) they will move to Pay Step 7 at \$42.89. On the following April 1, 2024 entire scale receives a 2% increase resulting in the Fight Attendant making \$43.75. Again on June 1, they will move to Pay Step 8 and the pay rate increases to \$45.42 per hour. On April 1, 2025 the 3% increase to the entire scale happens bringing the pay rate to \$46.78. Finally, on June 1, 1.1.25, the Flight Attendant moves to the Pay Step 9 and will make \$48.35. Resulting in the below increase after 2 years and 2 months:

- \$14.41 per hour increase
- 42.46% increase in pay



PAY STEP	SPIRIT BOOK	UP TO 27%	2%	3%	OVER LENGTH OF AGREEMENT	
	5/5/2020	DATE OF RATIFCATION	1/1/2024	1/1/2025	TOTAL \$	TOTAL %
1ST 6 MO.	\$21.04	\$21.42	\$21.85	\$22.51	INCREASE	INCREASE
2ND 6 MO.	\$22.99	\$25.29	\$25.80	\$26.57		
2	\$26.66	\$29.59	\$30.18	\$31.09	Increase for New Hire Rate	
3	\$28.62	\$31.77	\$32.41	\$33.38	\$14.90	70.87%
4	\$30.83	\$34.22	\$34.90	\$35.95	\$12.96	56.37%
5	\$32.42	\$35.99	\$36.71	\$37.81	\$11.15	41.82%
6	\$33.94	\$39.60	\$40.39	\$41.60	\$12.98	45.35%
7	\$36.10	\$42.89	\$43.75	\$45.06	\$14.23	46.16%
8	\$37.99	\$44.53	\$45.42	\$46.78	\$14.36	44.29%
9	\$39.24	\$46.02	\$46.94	\$48.35	\$14.41	42.46%
10	\$40.87	\$47.89	\$48.85	\$50.32	\$14.22	39.39%
11	\$42.91	\$49.79	\$50.79	\$52.31	\$14.32	37.69%
12	\$43.81	\$52.12	\$53.16	\$54.75	\$15.51	39.53%
13	\$45.25	\$57.53	\$58.68	\$60.44	\$19.57	47.88%
14	\$47.68	\$57.53	\$58.68	\$60.44	\$17.53	40.85%
15	\$50.21	\$57.53	\$58.68	\$60.44	\$16.63	37.96%
16	\$51.13	\$57.53	\$58.68	\$60.44	\$15.19	33.57%
		\$57.53	\$58.68	\$60.44	\$12.76	26.76%
			\$58.68	\$60.44	\$10.23	20.37%
			\$58.68	\$60.44	\$9.31	18.21%

# How the TA Rates Compare to the Industry



### Top Highlights of the Tentative Agreement

- Minimum 10% pay increase on the date of ratification
- Maintained medical plans with no increase to premium calculation and maintained all current plan provisions
- Additional day off (13) for Reserves in 31-day month, meaning 5 more days off for reserves in a year
- Open Time is First-come, First-served following seniority-based Open Time
- 8 hours minimum in-the-hotel rest (from key-in-hand to hotel van)
- Reserves switched from "time-balancing" to "seniority-based" assignment
- Reserves may not be extended after an assignment except for late sick call, no show, or IROP
- Lead pay increased to \$2.50
- Clarified reschedule language to provide greater protections for cancellations
- Additional uniform credit of \$150 for Flight Attendants with more than 600 block including deadhead time
- 200% Holiday pay (increased from \$50)
- Company reimburses for Global Entry membership and passport renewals
- Uniform orders free shipping on 1st four orders per year
- Actual on-duty maximum reduced to 15 hrs
- Eliminated "red-eyes" + one
- Eliminated "crew scheduler discretion" for restored movable days for Reserves
- Improvements in Commuter Clause



### **CHANGES TO THE CONTRACT**

The below listing of items constitutes all of the changes made to the Flight Attendant Contract Section-by-Section.

### Scope

• No change

### **Definitions**

Clarifying changes

### Compensation

- Significant pay rate increases and maintains 150% over 85 hours
- Lead Pay increases to \$2.50
- 200% Holiday Pay (increase from \$50)
- Additional \$150 Uniform Credit annually for > 600 block + deadhead hours
- Direct Deposit of pay errors greater than \$50 (instead of a mailed check)

### **Travel Expenses**

- "In-Hotel" rest requirement of 8 hours, from the time a Flight
   Attendant receives their room key to airport shuttle time report
   time adjusted to accommodate rest
- If a flight delay occurs that requires a report time change while the Flight Attendant is on a layover, the report time change may only occur if the hotel room can be extended
- Long Layovers: For layover cities where more than one hotel is used, one of the hotels must be in an area of cultural or historical significance, within convenient walking distance to shopping, restaurants, or tourist attractions for layovers scheduled for more than 16:40. (18 hours block in to block out)
- Single-occupancy day rooms
- Requirement that layover hotel rooms contain bathtubs has been removed.

- Requirement that layover hotels:
  - Room air filters are changed every 30 days
  - Have cable or satellite TV
  - Rooms contain a hairdryer, and ironing board



- Be equipped with in room high-speed internet
- Complimentary toiletries in all layover hotel rooms
- Have a gym
- Rooms be non-smoking (or smoking rooms, if available, upon request)
- Be within walking distance to restaurant
- Added preferred item of 20% discounts (or more) in hotel lounges/ restaurants.
- Grievances under hotel standards will only be brought by the MEC President or Hotel-Committee Chairperson.
- Company reimbursement for Global Entry membership
- Company reimbursement for passport renewal
- Per Diem rate (and CPI increases) remain unchanged
- Hotel buyback program added to the CBA

### Uniforms

- Free returns for defective uniform items
- Identically prices pieces regardless of size designations (tall, petite, etc.)
- Free shipping for up to four orders per calendar year
- Additional \$150 Uniform Credit for Flight Attendants with more than 600 hours block, including deadhead credit



### Seniority

- Brand Ambassadors or Training Instructors continue to accrue seniority and longevity for a period equal to their accrued Flight Attendant Seniority prior to their transfer to that position, but must remain qualified Flight Attendants
- Flight Attendants on "Special Assignment" will stop accruing seniority after 90 days in those positions
- Flight Attendant Supervisors will stop accruing seniority after 90 days in those positions, and be removed from the seniority list completely after 2 years
- Flight Attendants promoted to Manager or above will stop accruing seniority after 90 days in those positions and be removed from the seniority list completely after 1 year

### **Hours of Service**

- Maintained Line Bidding System (no PBS)
- No cap on the maximum monthly block or credit through voluntary adjustments in SAP (credit restoration) or open time
- Scheduled In-Base Rest minimum of 11 hours
- Actual Rest minimum of 10 hours, in-base and on a layover
- Removed compensatory rest rules (reduced rest below 10 hours no longer allowed by law)
- Maximum scheduled on duty time of 14 hours
- Maximum actual on duty time reduced to 15 hours
- Additional 2 hours credit (in addition to other compensation) for any Flight Attendant agreeing to exceed 15 hours duty time
- Removed 33/7 limitation
- Lines may be built to a maximum of 90 hours instead of 88 hours
- Day-off provisions linked to on-duty time (not flight termination)



- Crew Scheduling cannot "stand up" a deadhead if there are ready reserves available
- Alternate deadheading on the first segment of a pairing allowed, unless in "ADP" (IROP)
- Removed references to "pagers" in the notification section
- If report time change notification occurs, it must happen at least 1 hr prior to original check-in time
- Changed prohibited contact time to 2100-0800
- Added FAR or contractual violations to the legalities paragraph

### **Scheduling**

- AFA and Company will jointly construct lines and pairings
- Monthly bidding will now open on the 10<sup>th</sup> of each month and award on the 13<sup>th</sup> of each month
- Reduced maximum number of legs in a duty period to 5
- No morning flights following a red-eye flight (red-eyes+1)
- Lead-in Conflict (MDD) mediation added to the CBA
- SAP (credit restoration) period reduced to 24 hours (currently 48)



- Three rounds of seniority-based open time (SOT) after final schedules have been awarded
- First Come/First Serve "near real time" open time after seniority-based rounds have been completed
- Added the ability for reserve Flight Attendants to pick up additional flying on their movable days following a GDO
- Added clarification to waiving (or not waiving) 24/7 calendar day requirements while participating in DOT
- Adjusted the time when a trip becomes "the company's property" from 2000 two days out to 1200 two days out

- Allow for out-of-base pickups in "First-Come, First-Served" (FCFS) open time after 24 hours in the trip's assigned base
- Company may designate "Premium Flying" and offer specific open time trips at 200% pay
- Changed order of assignment making Time Recoverable, Reserves, and "Premium Pickup" interchangeable
- Moved Reroute to #5 and Junior Assignment to #6 on the order of assignment
- Added the "Premium Pick-Up Folder" for trips less than 2 days out, available for pick up only at 200% pay



- Separated "rerouting" and "rescheduling" into two separate situations
- Added clarification and rules for rescheduling (when pairing modifications are done due to misconnect, cancellation, rest conflict, etc.)
- Removed "voicemail" from the notification language for reroutes
- Increased the allowed number of reroutes per year to a maximum of 8 pairings per year
- The 150% pay for reroutes now applies to pairing <u>credit</u>, not block. Reroute pay increases to 200% if FA chooses to exceed 8 times max
- Added the Flight Attendant's option of 200% pay for next day flying instead of DOR
- If equipment substitution occurs more than 60 minutes before report time, chasers will be notified and be removed/TAJ/DH, etc.
- Supervisor On Duty tapes will be available upon request by AFA
- Rules concerning DOR redemption were created (no more scheduler's discretion). DORs will be granted per the Flight Attendant's request if the day meets the following criteria:
  - The day is not a critical day or holiday weekend



- Can be placed on a minimum reserve coverage day
- Current bid period, if possible
- Not in the middle of a multi-day trip
- FA can elect to forego the DOR and be paid 4 hours
- Reserve grid percentages for calculating "red/green" days increased by 2%. However, the formula for calculating the percentage will be in the Contract and unchangeable.

### Reserve

- Reserves receive 13 days off in a 31-day bid month
- Five different reserve shifts
  - 1. Reserve A, 0001-1000
  - 2. Reserve B, 0401-1400
  - 3. Reserve C, 0701-1700
  - 4. Reserve D, 1101-2100
  - 5. Reserve E, 1401-2400



- Any day off due to FARs (24/7, etc.) cannot count as movable day off restored (MDO)
- The company will meet with the Reserve/Scheduling committee to discuss reserve assignment considerations
- Seniority based reserve assignments in following order:
  - 1. "Call me first" list in seniority order
  - Inverse seniority order for those reserves not on the "call me first" list
  - 3. Bypass for Flight Attendants over 72 hours of company assignments



- Clarified language regarding Ready Reserves not being assigned any pairing with a report time more than 2 hours after their Ready Reserve shift ends
- Reserve out of base can no longer be split into two reserve shifts per day
- Added the ability for reserve Flight Attendants to pick up additional flying on their movable days following a GDO

### **Trainings and Meetings**

- Clarifying language on when training dates are posted in the bid packets (with example)
- The ability to request recurrent class changes up to two times per month (quaranteed) and additional requests at company's discretion

### Vacation

No change

### Sick Leave

• Increased the maximum amount of accruable sick time from 400 hours to 500 hours

### Leaves of Absence

- Maternity Leave not available until a Flight Attendant has completed 12 months of active service
- Maternity Leave section further clarified to included Paternity and Adoption

### **Medical Examinations**

No change

### Filling of Vacancies

- Included LOA allowing probationary Flight Attendants the ability to transfer bases
- Provided specific procedures to allow "base swaps" in seniority order between bases closed for vacancies

- "Closed base swaps" will only be allowed three times per year
- Clarified language on Flight Attendant graduation to include "successful completion on OE"
- Providing new hire Flight Attendants 4 days off to transfer to their new base, and the 4 days may not include travel

### **Furlough and Recall**

No change

### **Moving Expenses**

- Increased company paid moving expenses to \$6000 (from \$4500).
- Included required deposits for utilities/rent in reimbursable expenses
- \$1000 for any displaced FA that chooses not to relocate

### **Benefits**

- Keep current benefits/premiums
- Keep current 401k



- Raise benefits threshold to 600 hours (currently 432), but not effective until 2025 Plan Year
- Qualifying period changes 1 month to earlier to September 1<sup>st</sup> to August 31<sup>st</sup> for 2025

### Safety and Health

- Included the requirement that the company and AFA ASHS chair will have a 60-minute monthly meeting
- Flight Attendants experiencing traumatic events on board (changes below) will be released from duty upon request without the threat of discipline:
  - Anytime fire suppression equipment is used by a Flight Attendant



- Any decompression resulting in the deployment of cabin oxygen masks
- Turbulence that results in injury to a Flight Attendant
- Death or perceived death onboard
- Flight Attendants exposed to a passenger's bodily fluids

### **Union Activities**

- V-files will be removed
- If the company cancels a meeting where a union representative had taken flight pay loss to attend, the original flight pay loss will not be billed to AFA
- The company will not bill AFA for the first 350 hours of flight pay loss each month (up from 60 currently)
- Flight Attendants maintain active member status with an automatic
   \$25 dues catch up if in arrears

### Grievance

- AFA will now have 60 days from a date of incident to file a CRF (up from 30)
- The company will now have 30 days to respond to a CRF (up from 15)
- AFA will have 30 days from the company's due date to file a Grievance (currently the start date is the date of incident)



- A Flight Attendant may not be issued an NOI later than 90 days after the company knew, or reasonably should have known of the reasonable basis for discipline
- The company may send NOI notices via company email (with a copy to the Union)
- The company's personal responsibility policy (PRP) must be applied to Flight Attendants in an even-handed and non-discriminatory manner

- Flight Attendants required to attend and NOI in person will be pay protected for any trips dropped to accommodate their attendance (unless the Flight Attendant added flying to their schedule after scheduling the NOI)
- A Flight Attendant required to attend their NOI in person on their day off will be paid 4 hours of pay
- A Flight Attendant who is required to attend in NOI virtually or over the phone on their day off, will receive 1 hour of pay
- Timelines for NOIs increased to give the Flight Attendant, AFA, and the company more time
- Flight Attendants must schedule their NOI within 5 days of receiving the NOI notice (up from 72 hours currently)
- The NOI meeting will be held within 14 days of the issuance of the NOI or mutually agreed by the parties (currently 10 business days)
- NOI timelines will be extended for Flight Attendants on vacation or approved leave
- The company will have 15 days from the conclusion of the NOI to provide a resolution
- The company continues to retain the ability to request an additional 5 days
- Quarterly mediation meetings (without a mediator) will take place in January, April, July, and October
- Mediations (with a mediator) will take place in February, May, August, and September
- Grievance submissions and responses may be done via email (current practice)
- The Company and the Union have agreed to a panel of seven arbitrators who will serve as the third member of the system board of adjustment
- Hearings will take place in the city where the company is headquartered



### General

- The company will provide a separate quiet room in any Flight Attendant base with more than 200 Flight Attendants
- The company will no longer have to provide a copy of the employee handbook in all domiciles (electronic copies only)

### Language Qualified

• Removed individual flights that require a language that is not listed in the program

### **Commuter Policy**

- Number of occurrences has been doubled to 4 times
- Flight Attendants will no longer have to register to a specific airport
- Multi-flight itineraries will be considered "one flight" for the purposes of this provision



- Company notification is required after missing the first flight to access recovery options:
  - The company could elect to purchase a ticket for the commuter
  - The company may assign the commuter to a later report time
  - The company may deadhead or assign the Flight Attendant from their location
- Commuters who are late, but arrive before departure time, will be allowed to keep their trip if no flight delay is anticipated to occur
- Need to automatically submit documentation eliminated. However, Commuters must maintain their own documentation to be available upon company request

### **Duration**

- Amendable on January 1st, 2026
- Term: 2 year, 8 months

### **RESOURCES for INFORMATION:**

- On SpiritAFA.org:
  - Negotiations page
  - Recorded roadshow
  - Full Tentative Agreement text
  - Voting directions
  - "Understanding the Provisions" videos

### Newsletters

- "Hot Topic on the TA" newsletter every Tuesday
- Weekly Q & A emailed and posted on SpiritAFA.org every Thursday
- **Email your questions** directly to the Negotiating Committee @ TAQuestions@spiritafa.com



### **Voting Questions and Answers**

### 1. When can I cast my vote?

- Voting opens Monday, March 20, 2023 at Noon ET
- Voting closes Thursday, April 13, 2023 at Noon ET

### 2. How do I cast a vote?

Voting is done electronically by phone or internet. Balloting is conducted electronically through VoteNet Solutions, the leading provider of secure on-demand voting and balloting software and telephone voting for unions, membership, trade and other organizations. The member voting credentials are provided directly to the printer used by VoteNet and do not pass through AFA. Duplicate instructions are also only provided by the VoteNet system. A link to the VoteNet secure site is accessible through spiritafa.org once balloting opens. Simple voting instructions are included on the back cover of this booklet.

### 3. Once I cast a vote, can I access the system again if I change my mind?

Once a ballot is cast, it cannot be changed.

### 4. What should I do if my voting instructions don't arrive or I lose them?

Call the AFA Ballot Help Line Monday-Friday from 9:30 am to 5 pm ET at 844-232-2228, EXT 2. Outside of office hours, leave a message. Your message will be returned the following business day. For a replacement activation code please go to: afacwa.org/elections.

### 5. Who Votes on a Tentative Agreement?

Eligibility to vote will be determined prior to the ballot mailing. The Tentative Agreement (TA) summary and balloting instructions will be provided to all members eligible to vote, including members who have the opportunity to become eligible during the voting process.



- All active AFA Members in good standing (dues current, active AFA member) are eligible to vote. Members ineligible due to non-payment of dues will be notified when attempting to vote and will be directed to the AFA Membership Department to become current in order to vote.
- Inactive Members (Leaves of Absence of more than 3 months, etc.) may choose to "leave and remain active" to continue payment of dues during the leave in order to be eligible to vote. Contact the AFA Ballot Help Line at 844-232-2228, EXT 2, to complete the process to "leave and remain active."
- New Flight Attendants who are scheduled to become a dues paying member (four months of flying) before the ballot closes will be able to vote during the entire period the ballot is open.



Notes

Notes			



# 2023 Tentative Agreement Quick Reference Voting Guide

### Steps to Vote by Telephone:

- 1. Dial 1-888-488-7288.
- 2. Enter your Activation Code.
- 3. Write down your Username.
- Create, confirm and write down your password,
   4-number minimum.
- 5. Follow the prompts to cast your vote.
- 6. Write down your confirmation number.

### Steps to Vote by Internet:

- Go to SpiritAFA.org click on "Vote Here TA 2023"
- 2. Enter your activation code.
- 3. Write down your Username.
- 4. Create, confirm and write down your password,8-number minimum (only numbers).
- 5. Follow the prompts to cast your vote.
- 6. Print your confirmation.

### Important Voting Notes

- Remember, once your vote is cast, you cannot change it.

  Get all of your questions answered before you cast your vote.
- If you need a new Activation Code or technical assistance call the Ballot Help Line at 844-232-2228, EXT 2.
- Please note the Ballot Help Line is open M-F, 930AM ET to 500PM ET.

For more information, go to: SpiritAFA.org