

# **FRONTIER** Your Employee Handbook & Policy Guide

**RECORD OF REVISIONS**

As revisions are received, post them as directed and sign off the boxes corresponding to the revision number.

Revision Number	Revision Date	Date Posted	Posted By	Revision Number	Revision Date	Date Posted	Posted By
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RECORD OF TEMPORARY REVISIONS

After inserting each temporary revision, record the Revision Date, the Date Posted, and your initials next to the appropriate revision number. When instructed to remove the temporary revision, record the Date Removed and your initials next to each appropriate revision number.

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**LIST OF EFFECTIVE TEMPORARY REVISIONS**

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**WELCOME LETTER****01.05.1 WELCOME TO FRONTIER**

When we say that Frontier is a “Whole Different Animal”, it's not just a motto, it's a state of mind. The unique tails on our aircraft depict different kinds of animals and represent the uniqueness of Frontier and the people that serve as Frontier employees. On behalf of more than 5,000 co-workers at Frontier, I welcome you to the Frontier family of employees and encourage you to walk alongside of us as we endeavor to set Frontier apart as a “Better and Different” airline experience for both our guests and our employees.

The strength of Frontier lies in its people. Together, we can make a difference to the family traveling across the country for a family reunion or to military personnel returning home after a long time away. People fly for all sorts of reasons, but they do it because there is something important waiting for them on the other end. It's our job to get them there safely and to respect them along the way.

I hope that you find your experience here to be rewarding and fulfilling.

God bless,

Bryan Bedford,  
CEO and President of Frontier

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## **INTRODUCTION**

### **02.05.1 RESPONSIBILITY AND AUTHORITY**

The Frontier Director of Human Resources is responsible for the overall quality and has final authority for Frontier's Employee Handbook and the processes contained within. This individual has the authority, to the fullest extent set forth in the Director of Human Resources job description, to take any lawful steps necessary to ensure compliance with the requirements set forth in this handbook.

The qualifications and work experience requirements for the Frontier Director of Human Resources are contained in the job description filed with the Human Resources Department.

### **02.05.2 PURPOSE**

This handbook is designed to acquaint you with Frontier and provide information about working at Frontier. The handbook is not all-inclusive, but is intended to provide you with a summary of some of Frontier's guidelines. This edition replaces all previously issued editions. For continuous updates of this manual check Frontier's intranet.

No employee handbook can anticipate every circumstance or question. After reading the handbook, if you have questions please talk with your immediate supervisor or Human Resources. Also, the need may arise to change the guidelines described in the handbook. Frontier reserves the right to interpret or change any guidelines or policies without prior notice.

If a policy in this section conflicts with a provision of a Collective Bargaining Agreement (CBA) or Departmental Guideline, the provisions in the CBA or Departmental Guideline will be followed. Departmental Guidelines may also have more complete information.

Employment with Frontier is considered “at-will”. Employees have the right to end their work relationship with Frontier, with or without advance notice for any reason. Frontier has the same right. The language used in this handbook and any verbal statements made by management are not intended to constitute a contract of employment, either expressed or implied, nor a guarantee of employment for a specific duration. No representative of Frontier, other than the Chief Operating Officer (COO) of Frontier, has the authority to enter into an agreement of employment for any specified period. Such an agreement must be in writing and signed by the COO and the employee.

## **02.05.3 OUR VALUES**

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Our core character and success is based on common themes.

### **Safety - People are Priceless**

- Keep our aircraft flying safely for our guests
- Report unsafe practices
- Stop a co-worker from getting hurt
- Maintain your work areas and equipment for safe operation

### **Respect - A coworker is a neighbor; a customer is our guest**

- Practice the 'Golden Rule'; treat others as you want to be treated

### **Trust - We are only as good as our word**

- Tell the truth
- Take responsibility for your actions
- Recognize each other for outstanding service

### **Collaboration - We're in this together!**

- Share and communicate accurate information
- Have fun
- Don't tolerate mediocrity

### **Value - We don't charge for the extra mile**

- Smile
- Be courteous
- Make good things happen
- Offer clean, comfortable and attractive aircraft.
- Listen to your neighbor and your guest

**Passion - The smile is real**

- Strive to do the job right the first time
- Transform our guest experience from the moment of check-in to baggage claim
- Be friendly and helpful
- Know your product

**02.05.3.1 Character, Competency and Consistency**

Frontier is a commercial airline serving over 80 destinations and several countries. In order to effectively serve our employees and our guests, Frontier is committed to:

- Serving our employees and their families by establishing a work environment and company policies which build character, strengthen individuals.
- Producing a high quality, marketable product at a fair and equitable price to produce sustainable profitability so that we can share the blessings with our employees, and invest in our community.

Our goal is to establish an environment that fosters personal growth, enhances the corporate culture by promoting excellence and character. At Frontier, we encourage you to exhibit positive character qualities, competency and consistency. Character is defined by the set of values you use to make everyday decisions. Competence is the ability to do something aligned with a common standard. Consistently producing the same results over an extended period of time is as important to our customers as it is to our employees. Your ability to demonstrate positive character qualities, core competencies in your job and delivering both on a consistent basis are a key to Frontier's success.

**Character is Important**

- **Character Motivates Achievement:** Industry competition requires higher productivity through greater efficiency. The importance of punctuality, diligence, initiative, organization, and thoroughness, is shown in increased efficiency, lower costs and greater accomplishments.
- **Character Builds Relationships:** Positive character qualities enhance teamwork on the job and result in a collaborative environment.
- **Building Character is Wise Business:** Character matters at Frontier Airlines. Aviation has inherent safety risks so it is vitally important to do our work with positive character, competence and consistency.

## **02.05.3.2 Summary of Character Emphasis**

An individual's character determines his ability to contribute positively to the efforts of other employees within the workplace.

- The quality of Frontier's products and services are greatly influenced by the character of its employees.
- Productivity is affected by the character of each employee.
- Character determines the impact employees have on our guests.

## **02.05.4 DEFINITIONS**

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Certain words and terms used throughout this manual are key to a proper understanding and interpretation of Frontier policies and programs. Working definitions of these words and terms follow:

- **Accounting:** Refers to the Vice President and Corporate Controller or his/her designee.
- **Company:** Refers to Frontier.
- **Computer Resources:** Refers to the entire Frontier computer network. Specifically, Computer Resources include, but are not limited to: host computers, file servers, application servers, communication servers, mail servers, fax servers, Web servers, workstations, stand-alone computers, laptops, Personal Data Assistants, software, data files, and all internal and external computer and communications networks (for example: Internet, commercial online services, value-added networks, e-mail systems) that may be accessed directly or indirectly from our computer, or are linked to our computer network.
- **Employee:** Refers to any current employee, whether active or on-leave.
- **Home Office:**  
Frontier Center One  
7001 Tower Road  
Denver, Colorado 80249
- **Human Resources (HR):** Refers to Frontier's Director of Human Resources or his/her designee.
- **My Frontier or myfrontier.org:** The Frontier on-line information system that includes important forms, documents and references for Frontier employees.
- **Republic:** Refers to Republic Airways Holdings, the holding company of Frontier.

- **Senior Management:** This includes the Chief Executive Officer (CEO), Chief Operating Officer (COO), and/or Chief Financial Officer (CFO).
- **Supervisor:** The person to whom you are immediately responsible during your work period.
- **Users:** Refers to all employees, independent contractors, consultants, temporary workers, business partners, vendors and other persons or entities that use our Computer Resources.

## 02.05.5 QUESTIONS

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If you have any questions regarding any information contained in this employee handbook, please contact:

Frontier Human Resources  
Frontier Center One  
7001 Tower Road  
Denver, Colorado 80249

or email: [HR@flyfrontier.com](mailto:HR@flyfrontier.com). You may call the general office front desk and be transferred to HR as well. The number is (720) 374-4200.



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**EMPLOYMENT****03.05.1 EQUAL OPPORTUNITY EMPLOYMENT**

At Frontier, we wholeheartedly support and have a strong commitment to Equal Employment Opportunity (EEO) and Affirmative Action. Frontier is committed to providing equal employment opportunities for all persons regardless of race, color, religion, gender, gender variance, sexual orientation, age, genetic information, marital status, national origin, citizenship status, disability, military, veteran status, and any other bases protected by federal, state, or local laws.

Equal opportunity extends to all aspects of the employment relationship including: hiring, training, employee development, promotions, transfers, compensation, benefits, working conditions, reduction in work force, social and recreation programs, termination, and other terms and conditions of employment.

Our Director of Human Resources has been named our EEO Coordinator. The EEO Coordinator will be available to any member of management or any employee who may have a question concerning this policy and its implementation.

**03.05.2 EMPLOYEE DEFINITIONS**

All employment at Frontier is considered “at-will”. Employment can be terminated at any time with or without cause. At the time you are hired, you are classified as a regular full-time, regular part-time, or scout employee. In addition, you are classified as either hourly or salaried.

**03.05.2.1 Regular Full-time Employee**

Definition: an employee who is normally scheduled for and works at least an average of 32 hours per week. Regardless of average hours worked per week, pilots and flight attendants are classified as regular full-time employees (flight attendants must meet the collective bargaining agreement requirements for the flight attendant work group to qualify as full time unless a flight attendant bids for and is assigned part-time status).

Your employment date is the day on which you worked the first hour of service in a full-time capacity during your current, continuous period of employment. Length of service credit will accrue from the employment date and will be used when applicable in determining eligibility for and participation in the various benefit programs outlined elsewhere in this handbook.

### **03.05.2.2 Regular Part-time Employee**

Definition: an employee who is normally scheduled for and works at least an average of 16 but less than 32 hours per week. Regular part-time employees are eligible for limited benefits on different terms and conditions than described for regular full-time employees in this employee handbook. Your assigned employment dates correspond with the first hour of service in a part-time capacity.

If you are a part-time employee and you request and are selected to fill a full-time position, you will be assigned a new full-time employment date. Your full-time employment date will be the day on which you worked the first hour of service in a position designated as full-time. For purposes of determining seniority for travel benefits, your original employment date will be used.

### **03.05.2.3 Scouts**

Definition: an employee who is typically scheduled for no more than 14 hours per week and performs guest service functions, such as wheelchair assistance, supervision of unaccompanied minors, driving electric carts, security screening, monitoring of passenger movement, assisting with bags, and other miscellaneous tasks.

### **03.05.2.4 Initial Employment Evaluation Period - New Hires**

For most employees at the Company, the Initial Employment Evaluation Period is defined as the initial, continuous nine (9) month period of active employment with Frontier. The initial period allows you to determine if you have made the right career decision and for Frontier to determine whether your initial work performance meets our needs and standards. During and after this initial evaluation period your employment with Frontier will remain “at-will”.

### **03.05.2.5 Job Postings, Transfers and Promotions**

We would like you to grow and progress in your career as an employee of the Frontier family. This section applies to employees interested in applying for a transfer or being considered for a promotion to an open or

new position in Frontier. Except certain management positions, most openings within Frontier are posted in UltiPro.

If you are a current employee interested in applying for a posted position, you must request a job transfer using the Associate Transfer Request Form in UltiPro. Print this form, complete it and present it to your manager for approval. This Form must be approved by your manager before you apply online. If you apply online before completing this process you will not be able to move forward and will be removed from consideration.

This is a two-step process that must be followed for transfer consideration. For additional information, see details under “my company/job openings” in UltiPro.

All interview/transfer requests must be signed by your current manager and received by the “close date” indicated on the internal job posting in order to be considered for the position. Most positions will normally be posted for five (5) working days. External recruiting may be conducted concurrently with the internal job posting.

Employees will be screened, interviewed if qualified, and tested (if required) as all other candidates for that position. It is your responsibility to arrange for time off to interview for the position. Employee eligibility will be based on, but not limited to:

- Time in Present Position: May not be less than nine (9) continuous months of employment in present position. This time period may be waived by the Director or Vice President of the department.
- Present Job Performance/Work Habits: Employees that are or have been at a Final Written Warning level of discipline regarding work habits (attendance, behavior, safety, etc.) in the last twelve months will not be eligible for transfer unless otherwise mandated by a seniority integration agreement or other binding agreement.
- Qualifications, skills and ability to meet criteria of position.
- Active status: You must be on active status at the time you apply for the transfer in order to be considered. In limited circumstances, this rule may be waived by Human Resources.

If you request and are awarded a transfer you are expected to honor that award. If you are awarded a position and then decline, you may be prohibited from bidding on future openings for a period of three (3) months from the date you decline. When transferring to a new department, your seniority date for salary adjustments, furloughs and bidding work schedules and vacations will be your transfer date. If you transfer from a non-safety sensitive position into a safety sensitive position you will be required to submit to a pre-employment drug screen.

### **03.05.3 RELOCATION REIMBURSEMENT**

Relocation guidelines apply to current employees eligible for relocation in the following circumstances:

- Frontier requests the employee to relocate.
- The employee's promotion within Frontier requires relocation.

*NOTE: Promotion, for relocation purposes, is defined as moving from a management position to another management position, or moving from a non-management position to a management position.*

Employees relocating for personal reasons or lateral transfers (e.g., moving as a customer service agent from a station to Denver or to another station) will not receive financial assistance with relocation.

Employees moving at Frontier's request or due to a promotion will be granted three (3) paid days off to move to their new location. Additional non-work time needed to complete the move will be unpaid.

### **03.05.4 WHISTLEBLOWER HOTLINE**

Frontier employees can reach Frontier's whistleblower hotline at 1-877-359-7538. This secure, anonymous voicemail box allows employees to report accounting concerns, such as financial statement misrepresentations, fraud, weaknesses in internal controls that affect accounting, and theft of Frontier assets.

### **03.05.5 REDUCTION IN WORK FORCE**

When economic conditions require a reduction in work force, the following criteria will be used as a guide to determine which employees will be retained:

**03.05.5.1 Employees in Exempt (Salaried) Positions:**

Will be based on job performance, work experience, qualifications, knowledge and ability, operational needs and other relevant factors, including length of service.

**03.05.5.2 Employees in Non-Exempt (Hourly) Positions:**

Will be based on time in position (seniority) unless department guidelines differ.

Employees affected by a reduction in work force may:

- Be offered a Company Offered Leave of Absence.
- Be separated from employment at Frontier and be eligible for rehire should economic conditions permit. If rehired on or before the 365th day following the date of furlough, the employee will retain all Frontier seniority accrued prior to the furlough date, but the employee's seniority date may be adjusted. The employee's vacation accrual will have been paid so the accrual process will begin again. Accrual rate for vacations and sick leave will be at the employee's previous rate set forth in previous service. Any corrective action in effect at the time of reduction in force will be reinstated upon re-employment. If an employee does not return to active status on or before the 365th day following the furlough date, the employee's furlough status will become a termination.

Health insurance coverage will be extended through the last day of the month of termination. In addition, health insurance can be continued in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), which gives workers who lose their health benefits and their families the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances such as involuntary or voluntary job loss and other life events.

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**03.05.6 NOTICE TO EMPLOYER**

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In order to determine security clearance status, and general employment eligibility any employee charged with a felony must notify management and Human Resources within 24 hours of the charges via e-mail at [HR@flyfrontier.com](mailto:HR@flyfrontier.com). If the employee does not have access to e-mail, the employee must call HR at (720) 374-4200 (ask to be transferred to HR). All criminal convictions, including misdemeanors must be reported to your Manager and Human Resources within 48 hours. In both cases, appropriate legal documentation must be provided within 72 hours.

An employee whose driver's license is suspended or revoked must notify his or her Manager and Human Resources within 24 hours of notification of revocation or suspension, if a driver's license is required for the employee's position.

Frontier reserves the right to take action up to and including termination of employment in any of these situations.

**WORK PLACE GUIDELINES****04.05.1 WORK SCHEDULES**

An airline is a 24-hour, seven-day-a-week operation. The normal workweek consists of five days, each eight hours long, Monday through Friday. The General Office's regular operating hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. For individual field stations, hours of operation vary according to flight operational needs. Flexible work schedules (e.g., four 10-hour shifts) are available at the discretion of the department's management.

**04.05.1.1 Business Hours**

Management will schedule/determine your particular work hours and meal period.

**04.05.1.2 Meal and Break Periods**

Meal and break periods are scheduled depending on the needs of each department. You are free from all work duties during meal and break periods.

The airline operation and flight operations provide substantial periods of inactivity for many employees. These periods shall serve as breaks. Normally, breaks will be scheduled at two different intervals, one prior to your meal period and one after your meal period. If you work in a department where breaks are not directly assigned, please coordinate with your co-workers to maintain adequate coverage at all times.

**04.05.1.3 Time Off Clock (TOC)**

On occasion, job demands will decrease the number of employees needed on duty. When this situation occurs, Frontier may choose to minimize cost by allowing individuals to leave work early or report to work later without pay. TOC is ALWAYS voluntary and cannot be mandated. In such cases the following procedure will apply:

1. A list will be maintained at the job location to allow every employee the opportunity to indicate if they would like to leave early or come in later than the start time.
2. If the opportunity for TOC materializes, the manager will go to the list and award the opportunity to the most senior person based on their scheduled shift and then seniority date.



3. At times, advance TOC may occur for days or weeks at a time. If this takes place the manager will award the time off based on seniority within affected shifts.

#### **04.05.1.4 Swapping/Trading Shifts and Days Off**

Swapping or trading shifts, and days off may be permitted providing your supervisor determines the swap will not interfere with the smooth and efficient operation of your department. Frontier will not be responsible for recouping any lost hours due to swaps under any circumstances, including termination (either voluntary or involuntary) of the employment of one of the individuals involved in the swap. Swapping or trade shifts that result in understaffing may result in disciplinary action for all involved, up to and including termination of employment. Your supervisor or the Director or Vice President of the department reserves the right to limit or eliminate all swapping either temporarily or permanently. Refer to your department guidelines for swap/trade specifics.

#### **04.05.1.5 Severe Weather and Emergency Conditions**

We will, at all times, be considered open for business. Usually, in the event of severe weather conditions or other emergencies, the COO or your department head may decide to close a Frontier location prior to the opening of business or during the business day. Your department head or Corporate Communications will notify you as soon as possible.

Non-exempt hourly employees will be paid for hours they have worked up to the time the location closes during the business day. If the business is closed prior to the beginning of the day, hourly employees will not be paid unless they are asked to, and are able to report to work, or they use accrued vacation time. In no event may an employee use sick leave to be paid for missing work due to severe weather.

Employees will be held accountable according to department attendance standards for days missed beyond those identified by management as severe weather days.

### **04.05.2 DRESS CODE**

We expect our employees to wear clothing appropriate to the jobs being performed. For uniformed personnel, this means wearing the prescribed uniform. All other employees, while at work, should dress in a manner that allows them to present themselves well to the customer and create a professional work environment. If your manager feels your attire is out of

place, you may be asked to leave your workplace until you are properly attired.

*NOTE: Please refer to applicable department policies for specific guidelines (including uniform requirements) as different departments may have unique dress code requirements.*

### **04.05.3 PARKING**

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You are provided with parking accommodations at your location of employment with Frontier. This benefit is provided by Frontier at no cost to you for one location only. A company parking pass must be returned upon your separation from Frontier. To the extent permitted by applicable law, you may be charged based on airport/parking fees if you fail to return a pass at separation or lose your pass.

### **04.05.4 TELEPHONE USAGE**

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Many customers and other people may form an opinion of Frontier based on your telephone conversations with employees or others. Because many may overhear conversations, telephone courtesy is vital. In order to keep telephone lines open for business calls, you are discouraged from making or receiving personal calls unless absolutely necessary. Personal calls, if necessary, should be made on your own time during your break or lunch period. Excessive personal calls or misuse of the telephone will result in disciplinary action. Making unauthorized long distance personal telephone calls at Frontier's expense is prohibited.

### **04.05.5 IDENTIFICATION BADGES**

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You are issued Frontier identification badges and access cards at the beginning of your employment and you are required to wear these badges whenever on Company premises. It is the responsibility of all Frontier employees to maintain security at Frontier's facilities at all times.

Your Frontier identification badge and access cards must be returned upon separation of employment from Frontier. To the extent permitted by applicable law, you will be charged a fixed amount if you fail to return a badge or access card at separation. You will also be responsible for replacement fees if your badge or access cards are lost or stolen. Your Frontier ID must be displayed on the outermost garment. If you encounter any individual not properly displaying Frontier identification on Frontier property, ask for proper identification. If identification is not provided, notify Frontier's Security Department immediately.

Vendors and various Technical Representatives from other companies performing work for Frontier over an extended period of time, normally considered over 30 days, may be issued a Company temporary vendor badge. These badges must be requested and approved by a Director or Vice President of the department.

All visitors to Frontier's General Office are required to register with the receptionist and receive a visitor badge.

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**04.05.6 INSPECTION**

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To help maintain a safe, healthy and efficient working environment, Frontier reserves the right to conduct inspections of personal items brought onto Frontier premises. If a manager determines a search is necessary, your cooperation is required as a condition of employment.

An employee is subject to questions and personal property search at management's discretion. Personal items include items carried onto Company property such as backpacks, purses, etc. Any item you do not want searched should not be brought onto Company property. A search may also include areas such as Company vehicles, offices, cubicles, lockers, desks, filing cabinets, computer files, electronic mail and voice mail.

A company initiated search does not imply accusation or guilt. However, your cooperation is necessary. If you refuse, your employment with Frontier is subject to discipline up to and including termination.

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**04.05.7 OUTSIDE EMPLOYMENT**

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If you wish to work for another Company while employed with Frontier, you may do so as long as the outside employment does not constitute a conflict of interest (see [05.05.13 Conflict of Interest](#)), as determined by Frontier. If you are in doubt as to whether working for another employer would constitute a conflict of interest; contact your manager or Human Resources for clarification.

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**04.05.8 RESIGNATION AND TERMINATION**

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Should you decide, for any reason, to part ways with Frontier, in order to be eligible for re-hire, you are expected to provide notice in written form at least two (2) weeks prior. You may be asked to grant an exit interview. Your manager or a Human Resources representative may discuss your reasons for leaving and any other impressions you may have about Frontier. Employees that resign their position within Frontier will forfeit their seniority.

Should Frontier terminate an employee because of a reduction in the work force or elimination of a position, Frontier will attempt to give the employee notice in written form at least two (2) weeks prior. Any employee whose job is eliminated is encouraged to review any job openings at Frontier. At the time of separation all employees must complete a termination checkout form with their supervisor, manager or Human Resources. Also, you must return any Company property you have in your possession prior to leaving Frontier. This will include, but is not limited to: Company issued uniforms, identification badges, flight vouchers, employee handbooks, Company controlled manuals, tools, keys, credit cards, Company monies or any other Frontier property.

To the extent permitted by applicable laws, failure to return Frontier property may lead to a deduction in your final paycheck for an amount equal to the value of the unreturned items. A final accounting of your accrued, but unused vacation time, if any, will be included in your final paycheck. On the other hand, if your used vacation that has not been accrued, to the extent permitted by applicable laws, hours will be deducted from your final paycheck. To the extent permitted by applicable laws, if an employee resigns, Frontier will pay any accrued, but unused vacation pay awarded in the current calendar year only if the employee has at least one year of service.

**04.05.9 EXPENSE REIMBURSEMENT /ALLOWANCE**

Frontier reimburses certain reasonable expenses incurred directly related to Frontier business when you travel and within the guidelines set forth below. Frontier will reimburse you for meals, travel, and related expenses when you are required to travel on company business. Frontier does not expect employees to be financially burdened due to required business travel. The reimbursement policies are designed to supplement the higher cost of meals and incidentals while traveling, but are not designed to replace what you would otherwise incur on a daily basis.

**04.05.9.1 Lodging**

Frontier maintains a list of which hotels must be used in each city to ensure that the lodging will be direct billed to Frontier. Lodging must be booked through Corporate Travel via Frontier Business Travel Request Form.

**04.05.9.2 Meals and Incidentals:**

You will receive \$1.65 per hour in meal reimbursement for time spent away from your normal work location, outside of your metropolitan area. You should not expect reimbursement for meals and incidentals if you are performing work away from your normal work location, but are still within the same metropolitan area. Frontier does not expect to reimburse you for the time incurred in your normal daily commute.

- If you leave your home, the trip time commences upon departure and ends upon your return minus your normal daily commute time.
- If you leave from your work location and return to your home, the hours should be reduced by half your normal daily commute time.

If during your trip a meal is purchased by someone else or the hotel provides a meal, you should adjust your meal reimbursement hours by the following guidelines:

- Breakfast - reduce by 5 hours
- Lunch - reduce by 7 hours
- Dinner - reduce by 12 hours

If you request reimbursement for more than the rate per hour above allows, then itemized receipts are required. This expense reimbursement requires approval of your Director or Vice President. Frontier does not reimburse for entertainment expenses (movies, videos, concert tickets, music downloads etc.). Frontier does not reimburse for alcoholic beverage purchases.

**04.05.9.3 Rental Cars**

Occasionally, Frontier will approve the use of rental cars. If a rental car is required for Company travel, the following guidelines should be followed: when picking up a rental car all additional insurance is to be waived as well as the tank refueled before returning the vehicle. GPS systems and other upgrades will not be approved or paid by Frontier. Car rentals must be booked through Corporate Travel via Frontier Business Travel Request Form and approved by your Director or Vice President. A rental car should be requested for any vehicle travel above 100 average miles per day instead of driving your personal vehicle.

**04.05.10 USE OF PERSONAL VEHICLE**

The use of a personal vehicle for company purposes, beyond your normal commute to work, is reimbursable. In lieu of using your personal vehicle, you should request a rental car if their work assignment requires you to drive more than an average of 100 miles per day. Generally, any miles exceeding your normal commute (mileage to where you normally work) or use of your personal car after arriving at your base location will be reimbursed.

*NOTE: For the purposes of mileage reimbursement the Denver General Office and the Denver International Airport are considered the same location.*

**04.05.10.1 Mileage Reference Guide**

- DEN GO to UAL Simulator Center..... 12.4 miles
- Mileage is calculated based on miles driven, but should not exceed the calculated mileage of online map services (i.e., Google Maps, MapQuest, etc.) or similar services.

**04.05.10.2 Other**

Any request for reimbursement for any item not covered above requires Director written approval. Expense policies may be reviewed by internal audit for compliance by submitters and approvers.

**04.05.11 HOW TO SCHEDULE COMPANY TRAVEL**

All travel for Company business must be arranged through Corporate Travel.

When traveling on Company business, complete the Frontier Business Travel Request Form, found on Ultipro; click on Electronic Forms and send it to Corporate Travel at [F9corporatetravel@flyfrontier.com](mailto:F9corporatetravel@flyfrontier.com).

All Flight and Hotel requests must be approved by a Manager or above. All car rentals and expenses outside of the standards require the Director or Vice President's written approval.

### **04.05.12 HOW TO SUBMIT AN EXPENSE FORM**

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To obtain reimbursement for travel costs, you must complete an Expense Report. When traveling, all expenses for each trip must be included on an Expense Report. You can obtain the expense report on Ultipro.

- Click on My Company and choose electronic forms from the dropdown menu.
- Click on Employee Expense Form.
- Please complete the form and submit it along with a legible copy of any supporting documentation, if applicable, to your Manager or Director for approval. Supporting documentation should include legible itemized receipts.
- The approved expense report should be sent to the Accounts Payable department for processing via e-mail ([ap@flyfrontier.com](mailto:ap@flyfrontier.com)) or Company mail (Attn: AP Expense Claims at INDHQ).

*NOTE: If no receipt or documentation is available, then the employee must attach a statement detailing such expenditures.*



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**STANDARDS OF CONDUCT****05.05.1 INTRODUCTION**

Our “Culture of Character” is an environment in which good character is expected, emphasized, required, praised and corrected when lacking. This viewpoint minimizes workplace problems while enabling employees to reach their full potential professionally. This section reviews the character we expect and how we will deal with issues when they arise. The policies stated in this section supersede and replace all prior conduct and disciplinary policies and procedures.

**05.05.2 OVERVIEW**

Rules and regulations are essential for any organization and for the orderly operation of our airline. We encourage you to exhibit character qualities, competency and consistency. This is your commitment to our airline, your co-workers, our guests and our industry partners.

**05.05.3 HARASSMENT**

Frontier employees are expected to show genuine respect and kindness to each other. We want to guard against inappropriate comments, unwise jesting, improper actions or indiscrete situations that could be misunderstood by others.

Frontier complies with federal and state equal employment opportunity laws and strives to keep the workplace free from all forms of unlawful harassment. The Company does not and will not permit employees to engage in unlawful discriminatory practices, sexual harassment, or harassment based on race, color, religion, gender, sexual orientation, gender identity, marital status, national origin, creed, age, disability, genetic information, or veteran status, as well as any other status protected by applicable federal or local law. Unlawful harassment by any employee, supervisor, manager, or person doing business with the Company is strictly prohibited.

Frontier also strives to provide and foster a safe environment, free from workplace violence, where people can work without fear of psychological or physical harm. Frontier considers harassment in all forms to be a serious offense and prohibits retaliation against anyone who reports any such violation. Harassment is unwelcome behavior that creates an intimidating, hostile, or offensive work environment that unreasonably interferes with an individual's work performance, or otherwise affects an individual's employment opportunities.

Workplace violence is any behavior that management identifies as (i) verbally or physically threatening; (ii) intimidating; or (iii) harassing in nature. This includes racially motivated comments, religious epithets, sabotage, vandalism of personal and company property, or verbal or physical threats of any kind.

If you believe you have been subjected to harassment, or workplace violence, you should directly inform the offending person that his or her conduct is unwelcome and must stop. If you feel uncomfortable in doing so, if you do not wish to communicate directly with the offending person, or if your communication is unsuccessful, immediately bring the matter to the attention of your manager or Human Resources. You may also use the Company hotline, but please note that anonymous complaints are inherently more difficult to investigate and resolve. Any complaint concerning these issues will be promptly investigated and handled as confidentially as possible.

Any employee found to have engaged in conduct that violates this policy will be subject to immediate corrective action, up to and including termination from employment.

Frontier prohibits retaliation against any employee for making any good faith complaint regarding conduct prohibited by this policy, or for participating in any investigation concerning such a complaint. If you believe you have been subject to any such retaliation you must promptly notify the Director of Human Resources, or a designee.

Frontier recognizes that false accusations of harassment can have serious effects on innocent employees. As such, we will approach each complaint investigation with the interests of all employees in mind. We trust that all employees will act in good faith in reporting harassment.

### **05.05.3.1 Sexual Harassment**

Because sexual harassment raises issues that are, to some extent, unique, Frontier believes it warrants separate emphasis. Frontier strives

to provide all employees with an enjoyable work environment that is free from all forms of illegal discrimination, including sexual harassment. The term “work environment” includes any location in which an employee is performing any duty or interacting with other employees in the scope of their employment, including Company social functions.

Frontier strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

All employees are expected to conduct themselves in a professional and business-like manner at all times. Inappropriate conduct that could lead to a claim of sexual harassment is expressly prohibited by this policy. Such inappropriate conduct includes, but is not limited to, sexually implicit communications whether in:

- Written form: cartoons, posters, calendars, notes, letters, electronic mail
- Verbal form: comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or unwanted requests for dates
- Physical gestures and other nonverbal behavior: unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body

If you believe you have been subjected to any such conduct, you should directly inform the offending person that his or her conduct is unwelcome and must stop. If you feel uncomfortable in doing so, if you do not wish to communicate directly with the offending person, or if your communication is unsuccessful, immediately bring the matter to the attention of your manager or Human Resources. You may also use the Company hotline, but please note that anonymous complaints are inherently more difficult to investigate and resolve. Any complaints concerning these issues will be promptly investigated and handled as confidentially as possible. If a determination is made that an employee engaged in inappropriate conduct, that employee will be subject to disciplinary action, up to and including termination from employment.

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**05.05.4 AMERICANS WITH DISABILITIES ACT (ADA)**

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**05.05.4.1 Policy**

It is everyone's responsibility to adhere and support the Americans with Disabilities Act (ADA). This includes all leadership, staff and employees.

It is the policy of Frontier to not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

Additionally, the ADA requires employers to reasonably accommodate a qualified individual with a disability. It is the policy of Frontier to comply with all federal, state, and local laws concerning the employment of persons with disabilities.

Frontier will reasonably accommodate qualified individuals with a disability so they can perform the essential functions of the job in question.

An individual, who can be reasonably accommodated for the job in question, without undue hardship, will be given the same consideration for that position as any other employee or applicant.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals, including customers and co-workers, in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health or safety of other individuals, including customers and co-workers, in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employee's immediate employment situation.

The Human Resources Department is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues.

**05.05.4.2 Definitions**

In implementing this policy, Frontier will be guided by the then- applicable definitions stated in the ADA or in case law construing the ADA, and applicable state and local law. In the event of any conflict between definitions in the ADA and definitions in this policy, the legal definitions will control. The following discussion is provided for general guidance of employees and applicants in understanding the policy of Frontier.

- “Disability” refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual. An individual who has such an impairment, has a record of such an impairment is also deemed a “disabled individual”. An individual may also be deemed “disabled” if that person is regarded as having such an impairment. However, in the “regarded as” instance, the situation is more complicated. Under amendments to the ADA in 2008, if the condition is transitory and minor, defined as having an actual or expected duration of 6 months or less, then the condition does not normally qualify as a disability under federal law.

Generally, ameliorative measures such as medications and medical devices will not be considered in making a disability determination, although ordinary eyeglasses may be taken into consideration. So, for example, the mere fact that a person wears ordinary eyeglasses will not qualify that person as “disabled.” On the other hand, the fact that a person has a hearing aid or takes medications to address the impairment will not disqualify that person as being “disabled” if the person otherwise meets the definition of “disabled.”

- “Major life activity” may include things such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating or working. A “major life activity” may also include bodily functions such as functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive systems.
- “Direct threat to safety” refers to a significant risk to the health or safety of the employee in question or to others that cannot be eliminated by reasonable accommodation.
- “A “qualified individual with a disability” refers to an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or has applied for.
- “Reasonable accommodation” refers to making existing facilities readily accessible to and usable by individuals with disabilities, including but not limited to: job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, adjustment or modification of examinations, adjustment or modification of training materials, adjustment or modification of policies, and similar activities.

- “Undue hardship” refers to an action requiring significant difficulty or expense by the employer. The factors to be considered in determining an undue hardship include: (1) The nature and cost of the accommodation; (2) The overall financial resources of the facility at which the reasonable accommodation is to be made; (3) The number of persons employed at that facility; (4) The effect on expenses and resources or other impact upon that facility and/or the other employees at that facility; (5) The overall financial resources of Frontier; (6) The overall number of employees and facilities; (7) The operations of the particular facility as well as the entire Company; (8) The relationship of the particular facility to Frontier. These are not all of the factors but merely examples.
- “Essential job functions” refers to those activities of a job that are the core to performing the job in question.

#### **05.05.4.3 PROCEDURE**

A qualified employee with a disability who would like to receive a reasonable accommodation should complete the Employee Accommodation Request Form and contact Human Resources, at [hr@flyfrontier.com](mailto:hr@flyfrontier.com) or call (720) 374-4200 and ask to be transferred to Human Resources. The employee should provide information about the nature of his or her disability, and request an accommodation. Once Human Resources receives an employee's documentation, they will engage in an interactive process with the employee. This interactive process consists of discussion among the employee, the employee's supervisor or manager, and Human Resources in an effort to determine the most appropriate workplace accommodation. Human Resources may ask for additional documentation of the employee's medical condition, and based on that information, will determine whether a reasonable accommodation is appropriate based on the impact of a disability. Under the law, the Company chooses which reasonable accommodation is appropriate.



**05.05.4.4 CONFIDENTIALITY**

Information acquired by Human Resources including disability information, medical information or diagnoses, psychological information, case notes, and records will be maintained confidentially. Information relating to a person's disability is confidential and may only be released with the person's permission. In limited circumstances, sharing of disability-related information is permissible on a need-to-know basis. For example, when an employee receives a workplace accommodation, only the details of the accommodation are shared with the employee's supervisor.

**05.05.4.5 COMPLAINT PROCEDURE**

A person with a disability who believes his or her disability is not being accommodated, or who has experienced discrimination or harassment on the basis of disability, may file a complaint with the Director of Human Resources or designee.

Issues that may form the basis of a complaint include, but are not limited to, a denial of a requested accommodation, the inadequacy of an accommodation, the inaccessibility of a program or activity due to disability, and discrimination or harassment based on disability.

**05.05.5 EMPLOYMENT OF RELATIVES AND PERSONAL RELATIONSHIPS IN THE WORKPLACE**

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The employment of relatives or individuals involved in a dating or personal relationship may cause potential or actual conflicts of interest or favoritism, or the appearance of a conflict or favoritism. Frontier recognizes that even the appearance of potential conflict or favoritism can damage credibility, impair department morale, and undermine an employee's effectiveness. Accordingly, Frontier does not permit employees who are related or involved in a dating or personal relationship to have direct supervisory authority over one another. Frontier considers "direct supervisory authority" to include situations where one individual has direct influence over another individual's employment through decisions, recommendations, or judgment related to such matters as assessment of performance, work responsibilities, salary, career growth, or discipline.

Frontier permits the employment of relatives or individuals involved in a personal relationship if their employment does not, in the opinion of the Director of HR or the department head, create an actual, potential, or perceived conflict of interest. Employees who have relatives seeking employment at Frontier or who are involved in a dating or personal relationship with individuals seeking employment at Frontier, which may violate this policy, must disclose the relationship to the Vice President or Director in charge of the department and Human Resources.

Additionally, if an employee becomes related to another employee, or involved in a dating or personal relationship with another employee, and either employee has direct supervisory authority over the other, the relationship must be immediately reported to the Vice President or Director in charge of the department and to Human Resources.

For the purpose of this guideline, a relative is defined as spouse, domestic partner (with an affidavit on file), parent, grandparent, child, grandchild, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, stepparent, stepbrother, stepsister and stepchild.

### **05.05.6 COMPANY PROPERTY AND VEHICLE USAGE**

Employees may not use Company equipment and tools for personal use.

If you are authorized to operate a Frontier vehicle in the course of your assigned work, or if you operate your own vehicle in performing your job, you must adhere to the following rules:

- You must be a licensed driver in your state of residence or as required by your airport authority.
- Frontier provides insurance on Company vehicles; however, you will be considered completely responsible for your actions, including fines, moving or parking violations incurred.
- Persons unauthorized or not employed by Frontier cannot operate or ride in a Company vehicle.
- Prior to operation of any Company vehicle, your manager or designated person will train you on the appropriate steps to take if you are involved in an accident.
- We encourage you to keep the vehicle clean at all times and to wash and vacuum the vehicle as often as necessary. You will be reimbursed for your reasonable expense of keeping the vehicle clean. Please retain any receipts for reimbursement.

You may be excluded from driving a Company vehicle if you have had a major traffic violation within the last 5 years including:

- A DWI, drug violation or refusal to take a blood alcohol test;
- Excessive speeding (15mph above the speed limit);
- Reckless driving or racing;
- License revocation or suspension;
- Leaving the scene of an accident;
- Any felony involving the use of an auto; or
- More than 2 moving violations (speeding, improper lane change, etc.).

### **05.05.7 SMOKING ON COMPANY PREMISES**

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Frontier is committed to providing its employees with a comfortable working environment. Due to the well-documented dangers of tobacco smoke, Frontier seeks to limit the usage of tobacco on its various premises. Employees are strongly encouraged not to smoke. All enclosed areas will be considered nonsmoking areas and all airport locations are subject to the regulations put in place by airport authorities. Additionally, Frontier complies with the Colorado Clean Air Act and all other applicable state laws. Employees in Colorado are not permitted to smoke within a 15-foot radius of designated entry ways.

### **05.05.8 PERSONAL PROPERTY**

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Frontier assumes no responsibility for the loss of or damage to an employee's personal property on Company premises or aircraft.

### **05.05.9 PERFORMANCE REVIEWS**

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Because it is important to have clear and consistent feedback given to you, it is our policy for supervisors to conduct performance reviews with you on a periodic basis. During the first nine (9) months of the initial employment period, you may be subject to periodic informal reviews by your supervisor. Upon completion of your one (1) year anniversary you may receive a formal performance review. You may receive periodic performance reviews thereafter.

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**05.05.10 BUSINESS ETHICS POLICY**

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**05.05.10.1 Access to Personnel Files**

Personnel files are maintained on each employee. The purpose of a personnel file is to maintain an accurate record of each Employee's work history, current employment and benefit status with Frontier. Company forms, documents and correspondence relevant to an employee's status are maintained and protected in either a permanent file or electronically stored within UltiPro. Each employee has the responsibility to ensure that their records are current. Any updates or changes to the following should be entered into UltiPro by the employee within one business day:

- Name
- Address
- Telephone number
- Dependents
- Marital Status
- Beneficiary Information
- Medical, Dental Benefit Status (but not medical information)
- Contact in case of emergency
- Withholding tax information (W-4)

All changes should be made online through the UltiPro system.

All records maintained in the personnel files of employees are Frontier's property. Employees are allowed to review their own personnel file in the presence of a representative of the Human Resources Department. No employee may remove, machine copy or alter any documentation in their personnel file except as required by applicable law. Upon request, Frontier will provide information to outside organizations about current and former Company employees. The information that Frontier will release is limited to dates of employment, job title and verification of wages. No other information is provided without written consent from the employee or as required by law.

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**05.05.11 CONFIDENTIAL INFORMATION**

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Frontier considers all non-public information about Frontier, and our employees to be highly confidential.

- Company information includes, but is not limited to operating and financial information; compensation data; marketing strategies; pending projects and proposals; and operations or maintenance manuals.
- Employee information includes, but is not limited to employee and dependent names; employee and dependent addresses; employee and dependent phone numbers; employee and dependent social security numbers; employee and dependent dates of birth; any other personally identifiable information.

Individuals who manage or use this type of information are required by Frontier to protect this information from unauthorized modification, disclosure, and destruction. The means of protection used shall be commensurate with the risk of exposure, the value of the information and the available computing resources. Employees are not authorized to gather, maintain, or disseminate personally identifiable information for any purpose or remove such information from Frontier's premises without written permission as permitted by applicable law, except when required for a business purpose or in the ordinary daily course of performing duties on behalf of Frontier. All requests to release such information must be directed to the Director or Vice President of the department or Human Resources. Personally identifiable information should not be transmitted to anyone outside Frontier without proper safeguards to protect the data during transit. Personally identifiable information should not be stored on an unencrypted laptop or on CD, DVD, memory stick, or any other form of portable media. Human Resources will take reasonable steps, in conjunction with technical assistance from Information Technology, to protect personal data from unauthorized access, including developing other personal identification methods and limiting access to such data to those employees with a business need to know. All departments maintaining paper or electronic personal data should follow similar protection procedures, including discontinuing the use or dissemination of social security number as an identifier on documents and reports. Social security number confidentiality will be maintained to the fullest extent required by law.

### **05.05.12 GIFTS OR TIPS**

Approval from management is required before an employee may accept a gift of any kind from a customer, supplier or vendor representative, unless the gift is valued at less than \$50. The term "gift" in this policy is used in its broadest sense and includes gifts, entertainment, services

and favors. This policy is not intended to prohibit ordinary business entertainment or items representing reasonable Frontier advertising, publicity, or sales promotions. Accepting tips from customers is also prohibited. If a customer insists on tipping, you should graciously state you are happy to help, but that Frontier employees do not accept tips. If you are pressed to accept a tip, you should turn the money in to the general tip fund from which management pays for employee recognition and activities.

### **05.05.13 CONFLICT OF INTEREST**

A conflict of interest will occur in situations where the personal interests of the employee conflict with their duties and responsibilities to Frontier. This includes an actual conflict or the appearance of a conflict of personal and business interests. You may not engage in outside business interests or employment including independent consulting services which compete with Frontier. Non-management positions with other airlines are generally not considered conflicts of interest. A conflict of interest that interferes with your Frontier responsibilities and duties or is detrimental to Frontier's image or interest is not permitted. You are required to disclose all outside employment to your management.

Approval from the Chief Financial Officer (CFO) is required before an employee may buy stock or otherwise take an ownership interest in any private placement, Initial Public Offering (IPO) or pre-IPO of any Company that is or may become a supplier or vendor.

### **05.05.14 CONFIDENTIAL INFORMATION AND INSIDER TRADING**

As an essential part of our work, we have access to a large amount of Frontier's operational, financial, and corporate information, some of it highly confidential and of considerable value to Frontier™ and Republic Airways Holdings. Each person who possesses or uses this confidential information holds a special position of trust and confidence. We have an important responsibility to keep this information confidential until Frontier Corporate Communications makes it public via press release, conference call, the website, or through another public venue. This means you should not discuss this material information outside of work and should only discuss it at work when necessary. Please reference Media Contact and Official Statements on Behalf of Frontier, [section 05.05.17](#) for further details.

We also have an important responsibility to avoid trading in Company stock before material information is disclosed to the public. Company policy is to publicly disclose material information on a prompt and timely basis in accordance with the federal securities laws. Trading in Company stock on the basis of material information before it is made public is not only against Frontier's policy, it is also illegal. This illegal insider trading can cause significant harm to Frontier's reputation for integrity and ethical conduct and result in significant liability for the individuals participating in the insider trading. Accordingly, all employees must comply with the procedures described in this policy. Individuals who fail to comply with this policy are subject to disciplinary action and potential violations of the federal securities laws.

Under the federal securities laws, an employee who possesses material nonpublic information or "inside information" is an "insider." As an insider, you are subject to legal action if you buy or sell stock on the basis of this inside information. As an insider, you can also be subject to legal action if you cause others to buy or sell Company stock on the basis of this inside information. While it is impossible to label clearly what is inside information, some of the general areas include earnings or financial results, favorable or unfavorable business developments, labor negotiations, major new contracts, daily and month-to-date load factors, on-time performance, *EarlyReturns®* numbers, average fares, city opening plans, unusual gains or losses in major operations, major marketing changes, and significant capital investment plans.

### **05.05.15 SOLICITATION**

Solicitation refers to the act of approaching another (in person, by mail, or through any electronic medium) with the intent to petition or request support (such as, monetary support or personal commitment).

**Example:** Distribute literature, hold meetings, send electronic mail, conduct surveys, place receptacles for donations or communications, or post advertisements on bulletin boards on behalf of non-Frontier business enterprises.

Solicitation in working areas during working times is prohibited unless prior authorization has been obtained from the Human Resources Department. In limited circumstances, approval for solicitation related to charitable events or organizations can be obtained. Examples include fund raising activities for employee hardship (applies to the employee and not the employee's family member). Authorization may also be given

to an organization with which Frontier has established a business-related partnership. All employee or vendor requests must be approved in advance by Frontier Human Resources.

Working areas are any areas where employees conduct or may conduct work on behalf of Frontier and may include break rooms if work, such as briefings, is conducted there. All the crew lounges are considered work areas. Working time does not include such time as before or after work, breaks, or lunch periods. Nonemployees must not solicit or distribute merchandise or literature on Frontier's premises without approval from Human Resources.

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### **05.05.16 USE OF COMPANY LOGO AND NAME**

Frontier or Frontier Express logos may not be used without prior written consent from Frontier's Marketing department. It is a violation of our agreement with Frontier's Airline Partners to use their names, logos, or its subsidiaries without prior written consent. All requests for the use of these names and logos should be directed to a Director or Vice President of the department for approval.

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### **05.05.17 MEDIA CONTACT AND OFFICIAL STATEMENTS ON BEHALF OF FRONTIER**

As a Frontier employee, you will likely have access to a significant amount of information about Frontier, because Frontier values open and honest communication with its employees. Frontier also values and works very hard to maintain an appropriate image within the aviation, business, and consumer markets via positive relationships with the media. As a publicly traded Company, Frontier employees must also comply with certain disclosure laws and regulations. Accordingly, employees must obtain approval from Corporate Communications prior to speaking with the media about Frontier. These simple procedures allow Frontier to maintain its public image, provide a consistent and appropriate message to the media and general public, and ensure compliance with the disclosure laws and regulations. If you have any questions regarding media or external communications, please contact your department head and/or Corporate Communications at [CorpComm@flyfrontier.com](mailto:CorpComm@flyfrontier.com).



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**COMPENSATION****06.05.1 PAY PERIOD**

Frontier operates on a bi-weekly pay system with twenty-six (26) pay periods a year. Generally, the pay period begins on Monday and ends on Sunday. Payday for most employees is the Thursday immediately following the day upon which the pay period ends. Paychecks will be distributed so that they are available to employees on every other Thursday.

**06.05.1.1 Direct Deposit**

Direct payroll deposit is the automatic deposit of your pay into the financial institution account(s) of your choice. In addition, it may be possible for you to authorize Frontier to make additional deductions from your paycheck, such as for Christmas Clubs, credit union loan payments, or payroll savings plans. Employees may contact management, utilize Ultipro, or e-mail [payroll@flyfrontier.com](mailto:payroll@flyfrontier.com) for details and the necessary authorization forms.

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**06.05.2 OVERTIME PAY**

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**06.05.2.1 Exempt (Salaried) Employees**

Exempt employees such as management and other administrative positions are paid on a salaried basis.

Salaried employees are not eligible for overtime pay due to their exempt status under applicable law and do not receive “step” increases. Salaried employees are evaluated annually and may receive salary adjustments based on their performance and Frontier's current policies. All salary adjustments are at the discretion of Frontier. If a salary adjustment becomes effective during a pay period, it will become effective for the entire pay period.

**06.05.2.2 Non-Exempt (Hourly) Employees**

Non-exempt employees normally are classified as hourly and their pay is determined by either a pay structure (i.e., customer service agent, reservation agent, etc.) or a grade level. Many hourly job categories consist of a starting pay rate, a series of periodic pay increases or “steps,” and a maximum pay rate. If a “step” increase becomes due during the pay period, it will become effective for the entire pay period. No employee is allowed to be paid at an “off the scale” rate without the written authorization of the CFO or COO. Hourly pay scales are reviewed and may be adjusted at the discretion of Frontier. Hourly employees are eligible to receive overtime in accordance with applicable laws and Frontier policy.

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**06.05.3 OVERTIME**

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Sometimes business conditions and demands require that overtime be worked by employees. Employees will be given as much notice as possible when overtime will be required. However there will be times, due to operational requirements, that it will not be possible to give any notice prior to being required to work overtime.

As permitted by the “air carrier exemption” to the Fair Labor Standards Act, full-time and part time hourly employees overtime premium is paid at a rate equal to one and one-half (1 1/2) times the base rate of pay for each hour worked in excess of eighty (80) hours in any pay period. Managers and other overtime exempt personnel are paid on a salary basis.

Actual vacation time, sick time and bereavement/funeral pay will not be used in the calculation of overtime. At no time will an employee be paid at the overtime rate for time incurred because of a shift trade. All shift trades will be paid at the employee's regular rate of pay, unless the trade is a Company directive based on business demands. All overtime must be approved by the employee's Supervisor. For purposes of calculating overtime, the normal workweek begins at 12:01 a.m. on Monday and ends at 12:00 midnight on Sunday. Employees working in California are governed by that state's overtime rules: Please contact Human Resources or your manager for more information.

**06.05.3.1 Swapping/Trading Shifts and Days Off**

Swapping or trading of shifts and days off may be permitted providing your supervisor determines, and confirms in writing, that the swap will not interfere with the smooth and efficient operation of your department. Frontier will not be responsible for recouping lost hours due to swaps under any circumstances, including termination (either voluntary or involuntary) of the employment of one of the individuals involved in the swap.

**06.05.3.2 Paycheck Errors**

Occasionally errors will occur in an employee's payroll check. If you think you have been paid incorrectly or an improper deduction was taken from your pay, contact your supervisor or manager immediately. The supervisor will investigate and resolve the issue with the Payroll Department. All paycheck errors must be reported on a Payroll Discrepancy form and signed by your supervisor. These forms must then be forwarded to the Payroll Department. A paycheck cannot be initiated until the Payroll Department receives the Payroll Discrepancy form. Overpayments must be reported immediately by you to your supervisor or manager, and Payroll and will be corrected at that time, to the extent permitted by law, or on your next paycheck, or as otherwise allowed by law.

**06.05.3.3 Hours of Work and Time Records**

We serve our customers every day of the year. Work schedules must provide adequate coverage each day of the week and in some departments, twenty-four (24) hours a day. Therefore, many employees will be assigned to a rotating shift and/or days off work schedule.

**06.05.3.4 Falsification of Time Records**

Falsification of time records is grounds for immediate termination from Frontier.

**06.05.4 TRAINING AND TRAVEL TIME COMPENSATION**

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At times, Frontier may require you to travel to different locations on company business or for job-related training. If you are traveling on company business (includes training), you will be paid at your straight time rate. As a guide, travel time will include one hour prior to a flight's scheduled departure. If a flight is delayed or space available status requires taking another flight; you will be paid straight time for the additional time. This guideline applies to all non-exempt hourly employees.

The overtime rate of one and one-half times your hourly rate will be paid only if actual work or work and training exceeds eighty (80) hours in any pay period for non-exempt employees. Travel time is not to be included in the calculation of time worked for paying the overtime rate of one and one-half times your hourly rate.

## **BENEFITS**

This information is not intended to function as a Summary Plan Description (SPD). In preparing this information, we have tried to accurately summarize the provisions of our benefits plans in clear, understandable language. However, if there is any conflict between this information and the formal plan documents, the plan documents shall govern.

Frontier provides a benefits program for eligible employees. In addition to receiving a salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits. Frontier also provides industry leading flight benefits (refer to Ultipro for *Employee Travel Policies*).

### **07.05.1 ELIGIBILITY**

Eligibility for benefits is based on your job classification, full-time (FT) or part-time (PT). More details regarding specific benefits coverage is available to you and your dependents as defined in the benefit summary plan descriptions (SPDs) that can be obtained from Human Resources or on Frontier's intranet.

#### **07.05.1.1 Medical, Dental, Vision Care Coverage**

Employees (including spouse, qualifying dependents and domestic partners) who meet the eligibility requirements may participate in Frontier 's health and welfare benefit programs. Frontier offers a comprehensive program that includes Medical, Dental and Vision coverage in addition to Short Term Disability and Company paid Life insurance. Frontier also offers various Flexible Spending Accounts. More detailed information can be found at [www.myfrontier.org](http://www.myfrontier.org) (UltiPro) or your Benefit Enrollment Guide.

Frontier defines Domestic Partner as your lifetime partner of the same sex if the following criteria apply:

- Same sex couple that share common necessities of life
- Neither partner is legally married to someone else
- Partners are not related by blood
- Partners are at least 18 years of age
- Are each other's sole lifetime partner and intend to remain so

- Are responsible for each other's common welfare and financial obligations
- Have resided together for at least 12 consecutive months and will continue to reside together during period covered on benefits
- Have provided a notarized copy of an Affidavit, Declaration or Registration of Domestic Partnership that has been filed with appropriate County or State offices. If such document is not recognized in state of residence copies of at least 2 of the following must be provided:
  - Deed showing joint ownership of property
  - Joint credit cards
  - Lease stating both partners' names as lessees
  - Joint checking
  - Will which designates the other as primary beneficiary or grants them a durable power of attorney. For a domestic partner to be considered for coverage, a Domestic Partner Affidavit provided by Frontier must be completed and returned to the Benefits Department.

Information on Company-sponsored benefit plans is outlined in respective plan summaries on UltiPro at [www.myfrontier.org](http://www.myfrontier.org). Frontier reserves the right to modify or terminate, in whole or part any plan at any time. New employees may enroll in the health and welfare benefit program within 31 days of employment, and all employees may make health and welfare benefit plan elections during Open Enrollment each year. Otherwise, health and welfare benefit elections may not be changed during the year unless a Qualified Family Status Change (QFSC) has occurred and the employee requests the change through Frontier 's Benefits Department within 31 days of the qualifying event. Refer to the plan summaries or the Benefit Enrollment Guide for more information.

#### **07.05.1.2 Employee Assistance Program (EAP)**

The Employee Assistance Program is a no-cost, confidential assistance program available to you to help address the personal issues you and your dependents may be facing. Trained clinicians are available 24 hours a day, 7 days a week. Additionally, assistance is available for you or a member of your family who has questions concerning legal, family, or financial issues, child care, elder care, relationships, substance abuse or addiction questions and concerns, work-related issues and any mental health issue.

Confidentiality is one of the most important aspects of this program. If you contact the Employee Assistance Program directly, no one in Frontier will know unless you tell them. No information concerning the nature of your problem will be released without your written consent, unless provided for by law.

**07.05.1.3 401(k) Plan**

Employees who meet the eligibility requirements may participate in Frontier's 401(k) Retirement Plan. More detailed information can be found on UltiPro at [www.myfrontier.org](http://www.myfrontier.org). Eligible employees may enroll in the 401(k) plan at any time.

**07.05.1.4 Credit Union Membership**

As an employee of Frontier, you are eligible for membership in the Bellco First Federal Credit Union, Public Service Credit Union, Wings Financial Credit Union, Clearview Federal Credit Union, Indiana Members Credit Union and FAA Credit Union.

**07.05.2 PAID HOLIDAYS**

Frontier observes the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Day

Full-time hourly employees will receive 8 hours of Holiday Pay plus 1 ½ times their regular rate of pay for actual hours worked on the holiday. Part-time, hourly employees will receive 1 ½ times their regular rate of pay for actual hours worked on the holiday and holiday pay at straight time for actual hours worked up to maximum of 8 hours.

Salaried employees regularly scheduled to work an observed holiday will receive an additional day off other than the actual holiday (within the same month). If this is not possible, the employee will receive an additional 8 hours holiday pay. Those who are part of an employee group, such as management or office staff, not subject to shift work and rotating days off, will receive a day off with pay in observance of each holiday.



Part-time, hourly employees are not eligible for holiday pay if they do not work the holiday or if they work on a holiday as a result of a shift trade.

To receive holiday pay, employees are required to work their last, full scheduled shift prior to the holiday, their full scheduled shift on the holiday itself, and their first, full scheduled shift after the holiday, except for authorized absences, such as vacation or leave of absence, that have been approved in advance by your manager. This rule applies should the holiday fall on the employee's scheduled day off or scheduled work day. Holiday pay will not be paid if the employee is on an approved unpaid leave for the entire workweek. If the employee calls in sick on the holiday, they are not eligible for holiday pay, only sick pay.

### **07.05.3 VACATIONS**

In the year that the employee is hired, vacation hours will be awarded in the following manner, based on the quarter hired by Frontier:

<b>Full-time (Scheduled for and Work 32 Hours per Week)</b>	
<b>Years of Continuous Employment</b>	<b>Total Accrual Hours</b>
Less than one completed year	1st Quarter (Jan-Mar)=60 2nd Quarter (Apr-Jun)=40 3rd Quarter (Jul-Sep)=20 4th Quarter (Oct-Dec)=0
One completed year, but less than seven completed years	80 hours
<i>Note: If your seven (7) year anniversary falls July 1st or later, 80 hours will be awarded on January 1st.</i>	
Seven (7) or more completed years	120 hours
<i>Note: If your seven (7) year anniversary is before July 1st, 120 hours will be awarded on January 1st.</i>	

<b>Part-time (Scheduled for and Work 16-31 Hours per Week)</b>	
<b>Years of Continuous Employment</b>	<b>Total Accrual Hours</b>
Less than one completed year	1st Quarter (Jan-Mar)=30 2nd Quarter (Apr-Jun)=20 3rd Quarter (Jul-Sep)=10 4th Quarter (Oct-Dec)=0
One or more completed years	40 hours

**07.05.3.1 Vacation time:**

- Will be awarded each January 1st
- Cannot be carried over from one year to the next
- Continues to be accrued during a leave of absence that is less than 30 days. If a leave extends past 30 days, vacation will be pro-rated based on the length of the leave.

Your vacation will be accrued during the year awarded. In the year in which you leave Frontier, the accrued vacation will be prorated and compared to the balance used. To the fullest extent permitted by applicable law, vacation hours used, but not accrued, will be deducted from your final paycheck. In the event you change status from part-time to full-time or full-time to part-time, there will be a reconciliation of accruals for vacation and sick hours based on the effective date of the change.

On rare occasion, Frontier may request you cancel or postpone vacation because of operational requirements. If asked by Frontier to cancel scheduled vacation 60 days prior to the end of the year, you may be allowed to carry the scheduled vacation hours over for a maximum of 60 days into the new year. You will not be able to cash in your vacation time for additional pay. The business reason for the carry-over must be documented in writing by your manager and approved by Human Resources. Vacation is paid at your regular base rate of pay at the time the vacation is used.

Vacation period will normally be weekly “blocks” and generally will consist of five (5) workdays. Employees may take vacation time in increments of less than one week, provided it is approved by your manager. Requests should be in written form and approved by your manager. No compensatory time off (comp time) for salaried employees is allowed. Any time taken off during a two week pay period must be accounted for as either vacation or sick as applicable. The method of scheduling vacation period may vary from department to department.

**07.05.4 SICK LEAVE**

Sick leave is a form of insurance that accrues in an account to protect you and your income in the event of an unexpected non-work related illness, injury, accident, or prolonged medical condition that prevents you from working. It is not another form of vacation to be taken as you desire to give yourself paid time off for personal business or recreation. It is advisable for all employees to make every effort to accumulate as much sick leave as possible to give themselves and their families the maximum protection available. Abuse including excessive use of sick leave will lead to corrective action. Sick hours can be used only for illness of the employee or immediate family members. Immediate family members for sick leave are limited to Spouse/Domestic Partner (provided an affidavit is on file) and dependent children living in the same household. An employee may be requested to provide a doctor's note upon request by Frontier.

Employees who are unable to report to work due to illness or injury should notify their immediate supervisor at least two (2) hours prior to the start of each shift. The employee's immediate supervisor must also be contacted on each additional day of absence except when an employee is on approved medical leave, short term disability, family leave or Workers' Compensation. A sick bank account is maintained for each employee. Employees are eligible for sick time after 6 months of employment.

Sick hours are accrued and credited to your account on the pay period following eligibility or your anniversary date, according to the following schedule:

<b>Years of Service</b>	<b>Full-Time Employees</b>	<b>Part-Time Employees</b>
Six Months or More	12 hours	6 hours
Completion of First Year	24 hours	12 hours
Completion of Second Year	40hours	20 hours
Completion of Third Year	48 hours	24 hours
Completion of Fourth Year	56 hours	28 hours
Completion of Fifth Year and Every Year Thereafter	72 hours	36 hours

The following guidelines exist regarding use of sick leave:

- Paid sick hours accrued are cumulative up to a maximum of 360 hours for full-time employees and 180 hours for part-time.
- Employees classified as regular full-time and regular part-time are eligible to accrue sick leave.
- Scouts are not eligible for sick leave.
- All sick pay use remains subject to Supervisor approval and, upon request, doctor verification.
- Accumulated sick hours in your account will not be paid upon termination of employment. Upon notification of resignation, either verbally or in writing, sick time may not be paid without medical documentation to support the absence.
- Sick leave will be paid at the employee's regular rate of pay without shift differential. Sick leave will not be included in the calculation of overtime.
- Sick leave may be used in minimum increments of one hour.
- Sick leave may not be used for planned doctor or dentist appointments, or preventative care appointments. However, sick leave may be used for an initial doctor or dentist appointment that is the result of an unexpected illness or injury. Scheduled follow-up visits may not be covered with sick leave.

### **07.05.5 VOLUNTARY DONATION OF SICK LEAVE PAY**

Frontier has established a program whereby existing employees may voluntarily donate accrued sick hours pay to another employee. The purpose of this program is to allow you the opportunity to assist your fellow employees that are required to be away from work for an extended period of time due to personal illness or to care for a seriously ill immediate family member.

If you wish to support another employee in need you may do so by donating a portion of your available accrued sick time.

#### **07.05.5.1 Eligibility**

The receiving employee must be on a Company approved medical leave and have completed and submitted the appropriate application and supporting documentation. The employee must have utilized all vacation and sick leave pay available to them.

**07.05.5.2 Maximum Amount Employee May Donate**

You may donate 50% of accrued and available sick leave pay; however, we do not want you to exhaust your own sick bank; therefore, as the donating employee, you must leave a balance of three (3) days in your own bank. Examples: If your sick leave bank contains 12 days, you may donate a maximum of 6 days (50%); if it contains 4 days, you may donate a maximum of 1 day because a minimum balance of 3 days must be maintained.

**07.05.5.3 Maximum Amount Employee May Receive**

Employees may receive 60 days per a 12 month period. If donating employees elect to give more time than what is allowable, then only the first 60 days of donated time will be transferred to the employee in need. The time will be transferred from donating employees in the order of receipt. Donated sick time will be paid at the receiving employee's current base rate of pay. To donate sick leave pay, the employee(s) donating time must complete a "Sick Leave Transfer Designation" form authorizing the transfer of sick time pay to another employee's sick bank. The completed form must then be sent to the Leave of Absence Department either by fax to 317-484- 4561 or via email [LOA@flyfrontier.com](mailto:LOA@flyfrontier.com) for approval. Upon approval, Payroll will be notified and the donated time will be transferred from the donating employee to the employee in need.

Forms for donating sick leave pay are available from the Human Resources Department or on the UltiPro website.

## **LEAVES OF ABSENCE**

Frontier recognizes there are unexpected circumstances that may require an employee to be absent from work for a period of time. To accommodate your needs, Frontier has the following leaves of absence types available for eligible employees (not including Scouts): FMLA Medical Leave, FMLA Family Leave, FMLA Military Caregiver Leave, FMLA Military Qualifying Exigency Leave, Non-FMLA Medical Leave, Personal Leave, Military Leave, Jury Duty Leave, and Bereavement Leave. Other types of leaves may be available under state law. Contact the Leave of Absence department for additional details.

While on any type of leave in effect for 7 days or longer, travel privileges will be suspended for the duration of the leave. Exceptions to this policy will be considered on a case-by-case, individual basis. To request consideration of a travel request while on a leave in excess of 7 days, please contact [f9pass@flyfrontier.com](mailto:f9pass@flyfrontier.com).

If you are on any approved leave, your group medical, dental, vision, life and disability insurance coverage continues under the same terms as if you continued to work for the first ninety (90) days of the absence from work. After 90 days, coverage will continue, if you elect; however, premium payments will be at full cost, paid by you. Coverage will not continue unless payment is made in a timely manner. You will be notified of the specific arrangements for maintaining coverage and making your share of premium payments at the time the leave is requested.

Employees with an outstanding 401(k) loan will be required to continue loan payments while on a leave. If you no longer are receiving a paycheck, you should arrange repayment of the loan to Principal Financial by contacting them directly. You also may be eligible for a temporary suspension of loan repayments for a limited time while on medical leave. Please contact the Human Resources Benefits Department for more information.

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**08.05.1 ELECTION DAY**

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Since the polls are open for long periods, employees are encouraged to vote before or after regular working hours. If necessary, managers are authorized to grant a reasonable period of time, up to three (3) consecutive hours, during the workday to vote. Employees who do not have three (3) consecutive hours available during polling hours outside of their normal work schedule must request time off for voting in writing at least two (2) days in advance.

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**08.05.2 JURY DUTY**

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Frontier recognizes jury duty as a civil responsibility. Upon receipt of the jury summons, immediately present the summons or copy of the summons to your manager. Also provide the following:

- The date to report for jury duty
- The name and location of the court
- Approximate duration of jury duty obligation, if known

When released or excused early from jury duty during scheduled work hours, employees are expected to report for work. Employees that serve on jury duty will be paid regular straight time for all normally scheduled work hours up to two (2) weeks. Within 30 days of return from jury duty, management may request a court validated "Statement of Attendance" indicating the dates of attendance on jury duty. Failure to provide proof of attendance may result in corrective action and pay suspension.

Employees who are required to appear in court for their own alleged violation or for personal reasons will not be compensated for any hours missed from work.

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**08.05.3 PERSONAL LEAVE**

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Regular full- and part-time employees who have completed one year of service may apply for a personal leave of absence without pay. Requests for a personal leave of absence must be presented to your supervisor in writing no later than two (2) weeks in advance of the first day of the requested leave. Scouts are not eligible for a personal leave. Personal leave may not be granted for reasons such as taking other employment or taking an extended vacation. A personal leave of absence will be granted for a period not to exceed three (3) months, provided it does not create a hardship on the department or necessitate the hiring and training of a replacement. A personal leave of absence is granted at Frontier's discretion based on business needs. Employees may use any accrued vacation time while on a personal leave of absence.

Sick time and vacation will not accrue during a personal leave. An employee on approved Personal Leave will have his/her group medical, dental, vision, life and disability insurance coverage continued under the same terms as if the employee continued to work; however, the employee must make arrangements with Human Resources to pay the cost for these plans while on leave.

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**08.05.4 FAMILY AND MEDICAL LEAVE**

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**08.05.4.1 Overview**

The Family and Medical Leave Act of 1993 (FMLA) allows eligible employees to take unpaid leave from their job for special family, military and medical situations, while protecting their jobs and health benefits while on leave. To be eligible for this leave, you, as the employee must meet the minimum eligibility requirements listed below.

**08.05.4.2 To Apply**

To apply for FMLA a request must be submitted to the Frontier Human Resources Leave Coordinator via e-mail at [LOA@flyfrontier.com](mailto:LOA@flyfrontier.com). Frontier requires medical certification supporting the need for the leave due to your own serious health condition or that affecting an immediate family member. If the leave is foreseeable, you must provide written notice of the need for FMLA leave 30 days before the anticipated leave and if the leave is due to an emergency or unforeseen circumstances, then you



must provide written notice of the need for FMLA leave as soon as practicable. Failure to return FMLA forms may result in the delay or denial of the leave. If you are on FMLA leave for your own serious health condition, you are required to furnish a return to work notice from your physician to the Leave Coordinator prior to your return to work, unless the leave is intermittent, in which case, a return to work notice may be required only if Frontier has a significant safety concern.

#### **08.05.4.3 Basic Leave Entitlement**

Eligible employees may take up to 12 weeks of unpaid leave in a 12-month period, rolling backward from the date the leaves begins, FMLA may be granted for:

- The employee's own serious health condition (as defined below), which prevents the employee from being able to perform the functions of his or her job;
- Caring for the employee's spouse, child under 18 years of age (or older if disabled), domestic partner (provided an affidavit is on file), or parent with a serious health condition;
- The birth, adoption or foster care placement of a child, or the care of or bonding with a child, if leave is taken within the first 12 months after birth or placement.

#### **08.05.4.4 Military Leave Entitlement**

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty in a foreign country from the National Guard or Reserves may use their 12 week basic FMLA leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. An employee taking leave for a qualifying exigency is limited to a total of 12 weeks in the rolling 12-month period for any combination of the basic reasons and the qualifying exigency. If the qualifying exigency leave qualifies for leave under state law, the leaves will run concurrently.

Military Caregiver Leave permits you, if eligible, to take up to 26 weeks of leave during a single 12-month period to care for a covered service member who is your spouse, son, daughter, parent, or nearest blood relative ("next of kin"). A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of active duty rendering him or her medically unfit to perform duties for which the

service member is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or is on the temporary disability retired list. A covered service member is also a “veteran” who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. A “veteran” is a person who served in the active military, naval, or air service and who was released or discharged under conditions that were not dishonorable. If you are taking leave to care of a covered service member you are limited to a total of 26 weeks of leave for any combination of reasons covered by the FMLA in a single 12-month period.

#### **08.05.4.5 Qualifying Serious Health Conditions**

A serious health condition is an illness, injury, impairment, or physical or mental condition involving:

- An overnight stay in a hospital, hospice or residential medical care facility, including any period of incapacity and/or subsequent treatment;
- Inability to work for more than three (3) full consecutive days, treatment by a health care provider within seven (7) days of the first day of incapacity, and either:
  1. 1 or more additional treatments by a health care provider within 30 days of the first day of incapacity, or
  2. a regiment of treatment under the health care provider's supervision;
- Pregnancy or prenatal care;
- A chronic condition that continues over an extended period of time, even if episodic in nature, and requires at least two (2) visits to a health care provider each year;
- A permanent or long-term condition for which treatment may not be effective, but for which the person is under the continuing supervision of a health care provider; or
- A condition requiring multiple treatments by a health care provider for restorative surgery after an accident or other injury or a condition that would likely result in a period of incapacity for at least three (3) days in the absence of medical treatment.

**08.05.4.6 Measuring the 12-month Period**

The 12-month period during which qualified military caregiver leave may be taken is the 12-month period measured forward from the date the first FMLA leave began. However, the 12-month period during which any other form of FMLA leave may be taken is a rolling 12-month period, measured backward from the date the leave starts.

**08.05.4.7 Eligibility Requirements**

Employees may qualify for FMLA leave if they meet the following criteria:

- They have worked for Frontier for at least 12 months;
- They worked at least 1,250 hours in the 12 months prior to starting the leave; and
- They work at a site where there are at least 50 employees within a 75-mile radius.

Flight crewmembers are eligible for FMLA:

1. If they have worked or been paid for 60% minimum guarantee in the preceding 12 months; and
2. The employee has worked or been paid 504 hours (excluding personal commute time, or vacation, medical and sick leave).

Spouses who are both employees of Frontier are limited to a combined total of 12 weeks (or 26 weeks for qualified military caregiver leave) in a 12-month period, except that if the FMLA leave is for one of the spouse's or their child's serious health condition then each spouse may take up to 12 weeks of FMLA leave in a 12-month period.

*NOTE: In cases where an employee is not eligible for FMLA, for example in a work location with fewer than 50 employees within a 75-mile radius, the Company may consider alternative options for providing requested time off, with benefits similar to those offered under FMLA.*

*NOTE: Approved time off the clock (TOC) will not be credited for purposes of FMLA eligibility.*

**08.05.4.8 Use of FMLA Leave on an Intermittent Basis**

In certain instances, leave can be taken intermittently or on a reduced leave schedule. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations.

Employees should note their work schedule remains their primary responsibility. Employees must adhere to Frontier's policy for reporting an absence, even when the intermittent leave has been approved. After reporting their absence, employees should send an e-mail to [LOA@flyfrontier.com](mailto:LOA@flyfrontier.com) with their name, ID number, and the dates of their absence. This e-mail must be received as soon as practicable, usually the same day of the absence or the next day. Upon receipt the Leave of Absence Department will review the request for approval and submit notification to your appropriate management team.

**08.05.4.9 Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable, usually the same day or day after learning of the need for leave, and generally must comply with Frontier's normal call-in procedures. An employee who fails to provide adequate notice of an unforeseeable leave and comply with the call-in procedures may be denied such leave. In addition, any employee who fails to comply with Frontier's absence-reporting procedures may be subject to appropriate disciplinary action, up to and including termination of employment.

Employees must provide sufficient information for Frontier to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Employees must inform Frontier if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees may be required to provide a certification and periodic recertification supporting the need for leave.

All Employees must provide a return to work notice from their physician prior to the anticipated return to work date from a continuous leave for their own serious health condition. Employees who are on FMLA leave are required to use banked sick time (to the extent the reason for the absence is covered by the sick leave policy) and then accrued vacation time in conjunction with the FMLA leave.

**08.05.4.10 Benefits While on FMLA Leave**

All deductions, such as medical, dental, vision, life insurance, health care flexible spending account coverage, and 401(k) will continue for the time period that you are being paid from your accrued sick or vacation.

When accrued sick and vacation days are exhausted, the balance of your leave will be unpaid and you must pay your premiums. Failure to do so will result in coverage lapsing under the terms of the plan.

Employees who fail to return to work at the end of FMLA leave may be required to reimburse Frontier for the amount it paid for health insurance premiums during the leave. Vacation, sick time and other employment benefits do not accrue while the employee is on an approved leave. Holiday or funeral pay will not be granted during the leave. Company seniority and department seniority will not be affected by the use of FMLA leave. Pass benefits are suspended for all leaves in excess of seven (7) days, unless an exception is granted in accordance with the pass policy.

#### **08.05.4.11 Return to Work**

Prior to returning to work, employees who are taking FMLA leave for their own serious health condition must provide a fitness for duty certification from a health care provider, certifying that the employee is able to perform the essential functions of his or her job. The employee's return to work may be delayed until such a certification is received.

**08.05.5 MEDICAL LEAVE (WHEN NOT ELIGIBLE UNDER FMLA)**

Medical leaves are never guaranteed. If it is determined the leave may not be granted, your employment is subject to termination. Regular full-time and part-time employees who have been employed by Frontier for at least 30 continuous days and who do not meet the eligibility requirements for FMLA may be provided a medical leave of absence for limited circumstances. Non-FMLA leave may be used only for the employee's own illness or injury. Employees classified as on-call, or scout are not eligible for a medical leave.

For a medical leave to be granted, the following conditions must be met:

- The employee has completed 30 continuous days of employment with Frontier.
- For foreseeable absences, the employee must provide Frontier with at least 30 days notice. For unforeseeable absences, the employee must notify management as soon as possible of the need for medical leave.
- Management approves the leave prior to the start date.

If a Non-FMLA leave cannot be granted, the employee will have the opportunity to resign from Frontier.

Frontier will require medical certification supporting the need for leave due to a serious health condition affecting an employee. When planning medical treatment, you must consult with your management and make a reasonable effort to schedule the leave so as not to unnecessarily disrupt operations, subject to the approval of the health care provider. Except in emergencies, you are required to give your management as much notice as possible when you plan to start your leave and when you plan to return from leave. Employees who are on medical leave are required to use banked sick time (to the extent the reason for the absence is covered by the sick leave policy) and then accrued vacation time in conjunction with the medical leave.

Seniority for pay and benefit purposes will continue to accrue for the duration of the approved leave. Company seniority will not be affected by taking a medical leave. Individual department policies or union contracts should be referenced with regard to departmental seniority. Pass benefits are suspended while on medical leave in excess of seven (7) days, unless an exception is granted in accordance with the pass policy. If you are enrolled at the time your leave begins, you may continue medical, dental, vision, life, health care flexible spending account coverage while you are on an approved medical leave; however, you must make arrangements with Human Resources to pay your share of the cost for these plans while you are on leave. Vacation, sick leave, and other employment benefits do not accrue while you are on an approved leave.

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### **08.05.6 MILITARY LEAVE**

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Employees are granted unpaid military leaves of absence, subject to federal law. If you are a member of the U.S. Armed Forces or National Guard, you are granted an unpaid leave of absence when called for active duty or training. This time is granted in addition to your accrued vacation and sick time. However, if you desire to use your vacation time for this purpose, you may voluntarily do so if you make a request in writing to your management prior to the start of your leave. A copy of military orders or drill schedules may be faxed to the Human Resources Leave of Absence Department at 317-484-4561. Reinstatement from military leave shall be granted in accordance with state and federal laws.

The period an individual has to make application for reemployment or report back to work after military service is based on time spent on military duty. For service of less than 31 days, the service member must return at the beginning of the next regularly scheduled work period on the first day after release from service, taking into account safe travel home plus an eight-hour rest period. For service of more than 30 days but less than 181 days, the service member must submit an application for reemployment within 14 days of release from service. For service of more than 180 days, an application for reemployment must be submitted within 90 days of release from service.

Contact Human Resources for detailed information regarding Military Leave.

**08.05.7 DOMESTIC ABUSE LEAVE**

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Employees who are victims of domestic abuse, stalking, or sexual assault may be eligible for up to three (3) unpaid working days in a 12-month period. The employee may use the leave to seek a civil protection order, obtain medical care or mental health counseling for himself or herself or children, secure their home or seek new housing, or seek legal assistance. Appropriate advance notice must be provided except in cases of imminent danger.

**08.05.8 PARENTAL INVOLVEMENT LEAVE**

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Eligible regular full- and part-time active employees may qualify for Parental Involvement Leave. Parental Involvement Leave applies to parents or guardians of children in Kindergarten through grade 12, the child must be enrolled in a school in Colorado, and the parent or guardian must reside in Colorado. The provisions within this leave allow a parent or guardian to attend a child's academic activities without fear of jeopardizing the parent's or guardian's employment.

Leave may be granted for academic activities, such as Parent-Teacher conferences, meetings related to special education services, response to intervention, dropout prevention, attendance, truancy, or disciplinary action. Leave may not be taken for school plays or sporting events.

Employee must provide notice of need for leave at least one (1) calendar week in advance. Applications for Parental Involvement Leave must be submitted to Human Resources in writing at least one (1) week before the leave begins including written verification from the school or school district. In the event of an unforeseen emergency, request Parental Involvement Leave as soon as practicable. Written verification from the school or school district will be required upon returning to work.



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**08.05.9 FUNERAL (BEREAVEMENT) LEAVE**

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Eligible regular full-time employees are granted paid time up to a maximum of five (5) calendar days to attend or prepare for the funeral services of an immediate family member: spouse, domestic partner (provided affidavit is on file), child, parent, step-parent, brother, sister or grandchild. Two (2) days will be granted for an employee's mother-in-law or father-in-law, brother-in-law or sister-in-law, grandparents and the parents or siblings of domestic partners.

Pay for bereavement will be at the employee's regular rate of pay without shift differential and will not be used in the calculation of overtime. If approved by management, unpaid leave or available vacation may be used for the purposes of attending the funeral of another family member, neighbor, or friend, if advance request is made and operations allow.

**SAFETY AND HEALTH PROGRAM****09.05.1 SAFETY POLICY STATEMENT**

Safety and quality are fundamental priorities for Frontier. Excellence in safety and the quality of service are vital components for our mission, and the source of our competitive advantage. Frontier leadership is committed to providing all employees with a safe and healthy workplace. Each and every employee, from the office of the COO to the front-line, is responsible for our safety and quality performance.

Frontier will allocate appropriate resources to establish and maintain programs that, with your help, maintain and improve our safety standards and quality performance. We demonstrate our continual commitment to safety by making safety excellence an integral part of all flight and ground activities through the policies, procedures, and programs contained in our manual system. Safety and quality are extremely important parts of employee performance and will be recognized.

Employees are expected to promptly report any unsafe conditions, and any accidents or injuries incurred while on the job. All employees are encouraged to openly communicate safety concerns and recommend improvement for Frontier's safety program. Management gives recommendations for safety and quality improvements the highest consideration for implementation and inclusion in Frontier's safety program.

In the interest of safety for all concerned parties, any negligent or willful or repeated violations of workplace safety rules by any employee will be subject to disciplinary action.

Compliance with the rules and procedures of the safety program is required of all employees regardless of position, as a condition of employment. Working together, we can achieve our goal of always operating at the highest possible levels of safety and quality.

**09.05.2 WORKPLACE SAFETY**

Safety is a state of mind - a result of exhibiting specific character qualities, competency and consistency; and common sense. Safety is part of the way we think and act. It's not just words but actions. Safety is

all the things we do to eliminate or minimize the risk of loss to our people, property and processes.

Frontier's number one core value is Safety - People are Priceless. Practicing alertness, attentiveness, and cautiousness will result in a safe operation, whether working in the office or around our aircraft. These character qualities are especially important for you, your coworkers, our guests and our industry partners. Frontier is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. Maintaining a safe work environment requires the continuous cooperation of all employees.

Frontier strives to maintain safety and health practices consistent with the needs of our industry. If you are ever in doubt about how to safely perform a job, it is your responsibility to ask your manager or supervisor for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be reported immediately. Compliance with these safety rules is considered a condition of employment. Therefore, it is a requirement that management make the safety of employees an integral part of her/his regular management functions. It is the responsibility of each employee to accept and follow the established safety regulations and procedures.

Frontier's Safety and Health Program is not carved in stone because it is a dynamic, common sense approach to providing our guests with the safest possible air transportation and you with a safe and healthy work environment. It is the responsibility of each of you to identify and report hazards or substandard conditions to your supervisor or the Safety Department.

### **09.05.3 REPORTING SAFETY ISSUES**

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All accidents, injuries, potential safety hazards, safety suggestions, and health and safety related issues must be reported immediately to your supervisor, your manager or the Safety Department. It is important to be truthful in reporting to ensure claims are handled properly and any existing safety hazards are corrected.

If you or another employee is injured, you should first contact outside emergency response agencies, if needed, then your supervisor. If an injury does not require medical attention, a supervisor and First Report of Injury/Accident Form must be completed in case medical treatment is later needed.

A Worker's Compensation Claim must be completed in all cases in which an injury requiring medical attention has occurred. If you fail to report an injury you may jeopardize your right to collect workers' compensation payments as well as health benefits.

The Occupational Safety and Health Administration (OSHA) also provides for your right to know about any health hazards that might be present on the job. Should you have any questions or concerns, contact your supervisor or manager for more information. A Safety Incident Report should be made to Frontier as soon as possible, no later than 48 hours after the incident. The Incident Report is available at [www.F9safety.com](http://www.F9safety.com) or the Report incident or injury button on [www.myfrontier.org](http://www.myfrontier.org).

**09.05.3.1 SAFETY HOTLINE**

Frontier has implemented a Safety Hotline for any individual to voice a concern or problem. The safety hotline is a voice mail system that is monitored on a regular basis by Safety Department personnel. The use of the hotline is confidential and the caller can remain anonymous if desired. Callers may identify themselves and request they be informed of action taken on their concern.

Each of you has an inherent responsibility to help maintain a safe and healthful work environment. Accidents, hazards, and safety concerns should be reported truthfully and as they are discovered or observed.

The hotline is available 24 hours a day, seven days a week. When a hotline call is received, immediate action will be taken by Safety Department personnel.

Frontier

Toll Free..... 888-839-4510

Local..... 317-471-2601

Fax..... 317-484-2414

Email .....[F9Safety@flyfrontier.com](mailto:F9Safety@flyfrontier.com)

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**09.05.4 ON THE JOB INJURIES**

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Frontier works to provide a safe working environment for all employees. However, injuries on the job do occur.

**09.05.4.1 Injuries**

If you are injured on the job, you are responsible to notify your supervisor immediately. After appropriate actions are taken to ensure your wellbeing, you will be asked to provide information for or complete a 'First Report of Injury' and your supervisor will conduct an investigation.

**09.05.4.2 Incidents & Accidents**

If you are involved in an incident or accident, you may have to submit for a drug and alcohol test. At a minimum, you will be interviewed as to your involvement in the incident or accident. Your supervisor or manager will conduct an investigation and this may further warrant your participation in the investigation, documentation and conference call participation.

**09.05.4.3 Protective Gear**

Frontier supplies personal protective equipment (PPE) for jobs requiring such gear. The items provided are to protect you from illness and injury. PPE includes hearing protection, safety goggles, high visibility safety vests and gloves; this list is not all inclusive. Some PPE is shared and must not be removed from the workplace. Inoperative or ineffective PPE needs to be returned to your supervisor for replacement. All PPE is supplied and usage required under Federal Regulations 29CFR1910.

Because we care about your safety and well-being, wearing PPE as prescribed and designed is required and will be enforced to ensure hazards associated with the workplace are eliminated or minimized.

Lost time because of accident or illness is costly to you, your family, and to Frontier. Be alert to the fact that some accidents and illnesses, such as hearing loss, develop very subtly and slowly over time.

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**09.05.5 WEAPONS**

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To the fullest extent permitted by applicable law, Frontier prohibits all persons who enter company property from carrying a handgun, firearm, knife, or other prohibited weapon of any kind regardless of whether the person is licensed to carry the weapon or not.

*NOTE: Individual state statutes define what is considered a prohibited weapon.*

The only exception to this guideline will be police officers, security guards or other persons who have been given written consent by Frontier to carry a weapon on company property.

Any employee disregarding this guideline will be subject to immediate termination of employment.

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**09.05.6 FIRE PREVENTION**

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An important part of fire prevention is to know the location of the fire extinguisher(s) in your area and make sure they are kept clear at all times. Notify your management if an extinguisher is used or if the seal is broken.

*NOTE: Fire extinguishers that are rated ABC can be used for paper, wood, or electrical fires.*

Make sure all flammable liquids, such as alcohol, are stored in approved and appropriately labeled safety cans and are not exposed to any ignition source.

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**09.05.7 HAZARD COMMUNICATION**

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In compliance with Occupational Safety and Health Administration (OSHA) Hazard Communication standards, Frontier has implemented the following communication methods for employees:

- Workplace Chemical Inventory Lists
- Intranet database containing MSDS Sheets
- PPE Hazard Assessment worksheets for various job functions

**09.05.8 SAFETY ACTION PROGRAM (SAP)**

Pilots, Mechanics, and Dispatchers (certificated airmen) participate in the Safety Action Programs (SAP). SAP identifies significant safety concerns and issues; operational deficiencies; non-compliance with regulations; deviations from company policies and procedures; and safety events. Safety issues are resolved through corrective actions rather than punishment or discipline. This program allows employees to voluntarily disclose mistakes or errors. The overall goal of SAP is to improve awareness and identify operation deficiencies by facilitating an open line of communication between Pilots, Mechanics, Dispatchers, and management. All directors and managers at Frontier have committed to their respective departments to promptly respond to a report that identifies problem areas.

SAP is based on a partnership between the Federal Aviation Administration (FAA) and Frontier and may include employee representatives. These programs are intended to generate safety information that may not otherwise be obtainable.

## **INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY**

The wise use of technology is essential for Frontier's success. Frontier must have the full commitment and cooperation of all employees, contractors, vendors, partners, and associates so Frontier uses technology in a legal, ethical, and productive manner.

Frontier relies on its computer network to conduct its business. To ensure that its computer resources are utilized properly by its users, Frontier has created this Information Technology Acceptable Use Policy. The rules and obligations described in this Policy apply to all users of the Frontier computer network, wherever they may be located. Violations will be taken very seriously and may result in disciplinary action, including possible termination and/or civil and criminal liability. It is every user's duty to utilize the Frontier computer resources responsibly, professionally, ethically, and lawfully.

### **10.05.1 POLICY**

The Computer Resources are the property of Frontier and may be used only for legitimate Frontier business purposes. Users are permitted access to the Computer Resources to assist them in performance of their jobs. Use of the Computer Resources is a privilege that may be revoked at any time.

#### **10.05.1.1 Scope**

This policy applies to all equipment that is owned or leased by Frontier and governs the use of the following Frontier resources:

- Network Devices
- Laptops
- Operating Systems
- Personal Data Assistants (PDA)
- Applications
- Cell Phone/Smart Phone
- Databases o Internet Use
- Remote Access Technologies
- E-mail Use
- Wireless Technologies



- Blogging
- Removable Electronic Media
- Social Media Forums
- Desktops

## **10.05.2 NO EXPECTATION OF PRIVACY**

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The computers and computer accounts given to users are to assist them in performance of their jobs. Users should not have an expectation of privacy in anything they create, store, send, or receive on the computer system. The computer system belongs to Frontier and may be used only for business purposes.

### **10.05.2.1 Waiver of Privacy Rights**

Users expressly waive any right of privacy in anything they create, store, send, or receive on the computer or through the Internet or any other computer network via Frontier Computer Resources. Users consent to allowing authorized Frontier personnel to access and review all materials users create, store, send, or receive on the computer or through the Internet or any other computer network via Frontier Computer Resources. Users understand that Frontier may use human or automated means to monitor use of its Computer Resources.

### **10.05.2.2 Monitoring**

Frontier does have, and will continue to have, systems in place for the purpose of monitoring all usage of the public Internet, Frontier systems, networks, and equipment via Frontier Computer Resources. These systems can and will monitor web site visits, chat-type messages, e-mail messages, newsgroup postings, and all files transferred to and from Frontier provided resources. Frontier will review and analyze usage patterns to ensure resources are being utilized within the scope of this and all other Frontier policies.

### **10.05.2.3 Deletion of Information**

Deleting files or e-mail messages does not necessarily mean that there are not copies on the network or in storage, or that the information cannot be retrieved.

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**10.05.3 PROHIBITED ACTIVITIES**

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**10.05.3.1 Inappropriate or Unlawful Material**

The use of Computer Resources to access, transmit, store, display, or request inappropriate or unlawful material is prohibited. Inappropriate or unlawful material includes, but is not limited to, materials (including messages, images, video, or sound) that are fraudulent, harassing, embarrassing, sexually explicit, obscene, profane, intimidating, defamatory, racist, or that otherwise violate Frontier Airline's harassment policy or create a hostile working environment. Users encountering or receiving this kind of material should immediately report the incident to their Supervisors.

**10.05.3.2 Prohibited Uses**

Without prior written permission from the Vice President of Information Technology, Frontier Computer Resources may not be used for dissemination or storage of commercial or personal advertisements, solicitations, promotions, destructive programs (that is, viruses or self-replicating code), political material, or any other unauthorized use.

**10.05.3.3 Waste of Computer Resources**

Users may not deliberately perform acts that waste Computer Resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to: watching videos online, streaming audio, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing multiple copies of documents, or otherwise creating unnecessary network traffic, or any other act that interferes with daily assigned duties.

**10.05.3.4 Misuse of Software**

Without prior written authorization from the Vice President of Information Technology or their authorized representative, users may not do any of the following: (1) copy software for use on their home computers; (2) provide copies of software to any independent contractors or clients of Frontier or to any third person; (3) install software on any of Frontier workstations or servers; (4) download any software from the Internet or other online service to any of Frontier workstations or servers; (5) modify, revise, transform, recast, or adapt any software; or (6) reverse-engineer, disassemble, or de-compile any software. Users who become aware of any misuse of software or violations of copyright law should immediately report the incident to their Supervisors.

**10.05.3.5 Communication of Trade Secrets**

Unless expressly authorized in writing by the Vice President of Information Technology, sending, transmitting, or otherwise disseminating proprietary data, trade secrets, or other confidential information of Frontier is strictly prohibited. Unauthorized dissemination of this information may result in substantial civil liability as well as severe criminal penalties under the Economic Espionage Act of 1996.

**10.05.3.6 System Integrity**

No activities should be engaged in with the intent to degrade system performance. No attempt should be made to prevent an authorized user access to a system resource. No attempt should be made to circumvent, or attempt to circumvent, security measures in place to gain access to resources for which proper authorization has not been given. No programs, utilities, or scripts should be run that would reveal weaknesses in the security of any system resources. No programs, utilities, or scripts should be run on Frontier resources that would reveal weaknesses in the security of any non-Frontier system resources.

**10.05.3.7 Commercial Use**

Frontier resources should not be used for any purpose that is competitive to Frontier or for any purpose that may constitute a conflict of interest with Frontier.

**10.05.4 PASSWORDS**

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**10.05.4.1 General Guidelines**

All technologies connected to Frontier network or that have access to sensitive, confidential, or private information on them must be secured with a user ID and password, or another approved authentication method. None of the authentication (user ID, password, token, etc.) methods may be generic or shared when accessing systems described above.

**10.05.4.2 Responsibility for Passwords**

Users are responsible for safeguarding their passwords for access to the computer system. Individual passwords should not be printed, stored online, or given to others. Users are responsible for all transactions made using their passwords. No user may access the computer system with another user's password or account. Users of Frontier systems must never, under any circumstances, give out their user identity and/or

password. This includes requests made by apparent trusted parties. Any incidents of anyone attempting to obtain passwords are to be immediately reported to the IT Service Desk, Information Security, or a Supervisor. When users are creating passwords, they should use only passwords considered secure. All passwords must change every forty-five (45) days. Where not possible or appropriate they must change every ninety (90) days. When a user knows his or her password has been compromised, it must be reported immediately and a new password obtained.

#### **10.05.4.3 Password Creation**

To create a secure password, the following requirements should be met:

- All passwords will be a minimum of eight (8) characters.
- They must contain characters from three of the following four categories:
  - English uppercase characters (A through Z)
  - English lowercase characters (a through z)
  - Base 10 digits (0 through 9)
  - Non-alphanumeric characters (for example: !, @, #, \$, %)
- Passwords should not be derived from common dictionary words.
- Passwords should not be a date such as birthday or anniversary.
- Passwords should not be a proper name, such as that of a spouse or child.

For your assistance, here is a list of “don’ts”:

- Don't reveal a password over the phone to ANYONE.
- Don't reveal a password in an e-mail message.
- Don't reveal a password to your manager.
- Don't reveal a password to anyone on the Information Technology staff.
- Don't talk about a password in front of others.
- Don't hint at the format of a password (e.g., “my family name”).
- Don't reveal a password on questionnaires or security forms.
- Don't share a password with family members.
- Don't reveal a password to co-workers while on vacation.
- Don't use Company names (Frontier, etc.) or common airline terms in or as your password.

**10.05.4.4 Passwords Do Not Imply Privacy**

Use of passwords to gain access to the computer system or to encode particular files or messages does not imply that users have an expectation of privacy in the material they create or receive on the computer system. Frontier has global passwords that permit it access to all material stored on its computer system-regardless of whether that material has been encoded with a particular User's password.

**10.05.5 SECURITY**

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**10.05.5.1 Accessing Other User's Files**

Users may not alter or copy a file belonging to another user without first obtaining permission from the owner of the file. Ability to read, alter, or copy a file belonging to another user does not imply permission to read, alter, or copy that file. Users may not use the computer system to "snoop" or pry into the affairs of other users by unnecessarily reviewing their files and e-mail.

**10.05.5.2 Accessing Other Computers and Networks**

A user's ability to connect to other computer systems through the network or by a modem does not imply a right to connect to those systems or to make use of those systems unless specifically authorized by the operators of those systems.

**10.05.5.3 Computer Security**

Each user is responsible for ensuring that use of outside computers and networks, such as the Internet, does not compromise the security of the Frontier Computer Resources. This duty includes taking reasonable precautions to prevent intruders from accessing Frontier's network without authorization and to prevent introduction and spread of viruses.

**10.05.5.4 System Access**

Requests for new user-IDs and changed privileges will be documented and approved by the user's manager and the data owner before a Systems Administrator fulfills these requests. Any user account modification requests such as adding or changing access will be initiated through the Information Technology Help Desk. New account passwords and user-IDs will be distributed to the requesting user's manager in a sealed envelope marked Confidential. No passwords or user-IDs are to be delivered in any unsealed envelope. Upon first logon, the default password will be changed to meet

Guidelines set for passwords. Revocation for terminations will be implemented as outlined in Termination Procedures.

**10.05.5.5 Credit Card Data Confidentiality**

All Frontier employees that have access to credit card data must take great care in protecting this data from disclosure to unauthorized parties or transmitting the credit card data in a format that might be exposed.

The following rules apply to all employees who have access to credit card data:

- Credit Card Numbers are not to be sent via end-user messaging technologies such as e-mail, instant messaging or chat/forum sessions.
- Explicit approval from management must be given to access any systems that contain credit card data and access can only be from approved locations. Only users with a business need may view full credit card numbers.
- All users that access systems that contain credit card data must be authenticated with user ID and password before accessing credit card data. No group, shared, or generic accounts and passwords can be used on systems that contain credit card data.
- Access to systems that contain credit card data can only be from Company-approved devices.
- All users accessing applications that contain credit card data remotely must automatically or manually disconnect from remote-access sessions after a 15 minute period of inactivity.
- All vendors, consultants or 3rd parties accessing credit card data must have activation of remote-access technologies only when needed and with immediate deactivation after use.
- All users are prohibited from copying, moving, or storing of credit card data onto local hard drives and removable electronic media when accessing such data via from the local network or remote-access technologies.

**10.05.6 E-MAIL USE**

E-mail is made available to approved users solely for the purpose of facilitating effective business operations. All users of e-mail must gain access to use this technology via a formal request sent to the IT Service Desk and must be approved by the user's manager.

- All users are responsible for their e-mail activity and are encouraged to use e-mail in a judicious and ethical manner at all times.
- E-mail is to be used for business purposes, but may be used for personal necessities from time to time as long as the personal use does not violate any other portion of the Computer Usage policies.
- Connections to the internet for the use of e-mail are to be conducted through Frontier approved technologies and resources only.
- No insecure ports, protocols or services are to be used for e-mail activities.
- Users are not allowed to send or intentionally receive offensive material via e-mail including, but not limited to pornography and other material deemed offensive in nature.
- Users may not use e-mail to facilitate personal financial gain while at work.
- Users may not use e-mail to incite violence or conduct any other activity deemed criminal or offensive in nature.
- Any activity that may potentially compromise the organization's network infrastructure, cause harm to other related systems or pose a significant financial, operational or business threat to the organization because of misuse of e-mail will not be tolerated.
- Violation of these usage policies is grounds for being reprimanded, suspended or terminated.

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**10.05.7 VIRUSES**

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**10.05.7.1 Virus Detection**

Viruses can cause substantial damage to computer systems. Each user is responsible for taking reasonable precautions to ensure he/she does not introduce viruses into Frontier network. To that end, all material received via e-mail, on a disk or other magnetic or optical medium, and all material downloaded from the Internet or from computers or networks that do not belong to Frontier MUST be scanned for viruses and other destructive programs before being placed onto the computer system. Users should understand that their home computers and laptops might contain viruses. It is the user's responsibility to ensure all e-mails sent to/from, or disks, files and media transferred from these computers to the Frontier network are scanned for viruses.

**10.05.7.2 Accessing the Internet**

To ensure security and avoid the spread of viruses, users accessing the Internet through a computer attached to the Frontier network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to the Frontier network.

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**10.05.8 ENCRYPTION SOFTWARE**

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**10.05.8.1 Use of Encryption Software**

Users may not install or use encryption software on any of Frontier's computers without first obtaining written permission from their Supervisor. If encryption software is approved for use, the storage of the key must be approved by the Manager of Information Security. A copy of each key must be shared with Vice President of Information Technology or Manager of Information Security.

**10.05.8.2 Export Restrictions**

The federal government has imposed restrictions on export of programs or files containing encryption technology (such as e-mail programs that permit encryption of messages and electronic commerce software that encodes transactions).



**10.05.9 INFORMATION TECHNOLOGY RESOURCES**

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**10.05.9.1 Purchasing**

Any party considering evaluating and/or purchasing hardware and/or software not already installed should contact the Information Technology Service Desk for assistance prior to purchasing or attempting to install the software. Any request for additional hardware and/or software requires approval from the individual's Supervisor and the Vice President of Information Technology. All computing hardware and software for use by Frontier will be purchased through the Frontier Information Technology department.

**10.05.9.2 Management**

No computer systems, electronic devices (tablets, PDAs, smart phones, etc.) and/or networks will be attached to the Frontier infrastructure without the express written consent of the Vice President of Information Technology. All routers, switches, and firewalls attached to or part of the Frontier network infrastructure will be installed and managed by Frontier's Information Technology personnel. This includes any form of wireless network devices.

**10.05.9.3 Disclosure of Information**

At no time will any information regarding Frontier's information technology infrastructure be released to any third party without the written consent of the Vice President of Information Technology.

**10.05.10 MISCELLANEOUS**

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**10.05.10.1 Archiving and Backup**

Employees who have computers connected to Corporate Computer systems are required to store documents and Frontier information on the designated file servers. The IT department will backup all data stored on file servers.

**10.05.10.2 Compliance with Applicable Laws and Licenses**

In their use of Computer Resources, users must comply with all software licenses, copyrights, and all other state, federal and international laws governing intellectual property and online activities.

**10.05.10.3 Violation Reporting**

Users will promptly report all information security violations, alerts, warnings, suspected vulnerabilities and the like to the IT Service Desk (support@flyfrontier.com). Users are prohibited from utilizing Frontier's systems to forward such information to other users, whether the other users are internal or external to Frontier. In the event passwords or other system access control mechanisms are lost, stolen, or disclosed, or suspected of being lost, stolen or disclosed, the IT Service Desk should be notified immediately. All suspected data breaches, unusual system behavior, such as missing files, frequent system crashes, misrouted messages, and the like should be immediately reported to the IT Service Desk (support@flyfrontier.com or (317) 484-6074). The specifics of security problems or incidents should not be discussed openly but should instead be shared on a need-to-know basis. In the event of a compromise to any Frontier system, no generalities or details should be made available to any person outside of Frontier without written consent from the Vice President of Information Technology. Where deemed appropriate by Frontier management, all attempts will be made to ensure the anonymity of any individual disclosing or reporting a violation or incident.

**10.05.10.4 Amendments and Revisions**

This Policy may be amended or revised from time to time as the need arises. Users will be provided with copies of all amendments and revisions.

**10.05.10.5 Variance Policy**

Policies are meant to be the general guidelines for Frontier. As with any policy, instances may occur where normal operations may need to be, for a time, outside the scope and/or guidelines of a policy. To this end, the Information Security Policy Variance Form should be used. This form should be filled out as a joint effort between the requesting party and Frontier's Information Technology personnel. Any variance requested must be approved by the Vice President of Information Technology prior to being accepted as a variance.

**10.05.10.6 Company Information**

Do not distribute (in any form, including electronically) any confidential Frontier information; negatively referencing Frontier employees, clients, customers or partners. Do not post pictures of Frontier property without express permission from the office of Marketing and Branding.

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**10.05.11 SOCIAL MEDIA USAGE POLICY**

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Frontier recognizes the importance of social media for its employees. However, the use of social media by employees may become a problem if, among other possibilities, it: 1) interferes with the employee's work; 2) is used to harass co-workers or customers; 3) creates a hostile work environment; 4) harms the goodwill and reputation of Frontier among its customers or the community at large; 5) violates, or may lead to violation, of the law (e.g. securities law, intellectual property rights, misappropriation of trade secrets, etc.); or 6) compromises the relationship between Frontier and third parties (e.g. breach of confidentiality or contract). Common sense rules: if you would not want any co-worker or any manager/Supervisor reading your post, then don't publish it.

Frontier encourages employees to use social media according to the following guidelines, and in a way that does not produce the adverse consequences mentioned above. Violation of this policy may lead to discipline up to and including the immediate termination of employment. All Frontier social media policies are meant to supplement Frontier's existing policies regarding both employee conduct and computer usage. The Employee Handbook should always be the first reference for questions on these matters. The social media policy is meant to provide both clarification and guidance for activity in the social media realm. Where no policy or guideline exists, employees are expected to use their professional judgment and take the most prudent action possible. Further, employees should check with their managers or Supervisors if they are uncertain about the appropriateness of a social media posting or a particular use of social media.

*NOTE: As used in this policy, "social media" includes, but is not limited to, online forums such as blogs and social networking sites such as Twitter, Facebook, LinkedIn, YouTube and MySpace.*

**10.05.11.1 Use of Company Facilities and Computers**

Frontier's facilities and computers may not be used for personal social media use. Frontier monitors the use of its facilities and employee computers to ensure compliance with its policies.

**10.05.11.2 Compliance with Company Policies**

Your postings must comply with all Frontier policies set forth in this Handbook (confidentiality, usage of copyrighted or trademarked material, Internet usage, use of Company computers, etc.) at all times.

**10.05.11.3 Prohibition on Company Involvement**

Employees may not disclose any confidential or proprietary information about Frontier, its affiliates, customers, vendors, including but not limited to business and financial information. Except as allowed or required by their position, employees must not represent that they are communicating the views of Frontier, or do anything that might reasonably create the impression that they are communicating on behalf of or as a representative of Frontier.

**10.05.11.4 Discussion of Company Business**

Do not discuss Frontier's confidential business or invade the privacy of co-workers on your social media sites. Do not say anything on a social media site about Frontier, its parent or related subsidiaries, or its Airline Partners that you should not or would not say in public. With regard to Frontier's operations, if in doubt, it is prudent to get the prior consent from the office of Marketing and Branding.

**10.05.11.5 Get Consent**

Do not identify or reference clients, customers or partners without express permission. Do not post pictures of Frontier's property on the Internet without express permission. Do not publish anything about co-workers that would violate any terms contained in this Handbook. Do not link to Frontier's website or post Frontier's material that is not already in the public domain on a social media site without previously receiving written permission from the office of Marketing and Branding.

**10.05.11.6 Confidentiality**

Do not disclose information that is confidential or proprietary to Frontier or any third party that has disclosed information to us. Talk to your Manager for guidance about what constitutes confidential information.

**10.05.11.7 Use of Frontier Logo or Trademark**

Frontier and its employees must adhere to very strict copyright licenses. Therefore, under no circumstance can employees use Frontier trademarked livery (tails) or the trademarked stylized logo font "Frontier" in any photos, images etc. on any type of personal website, blog, social networking site, etc., without approval from the office of Marketing and Branding. Any and all existing unapproved postings must be taken down.

**10.05.11.8 Behavior/Etiquette**

Please be professional. If you see a misrepresentation about Frontier and choose to respond, do so in a respectful manner with factual information

rather than using inflammatory comments. Remember, you are responsible for what you write or present on social media. You can be sued by other employees, competitors, customers or any individual that views your social media posts as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment.

**10.05.11.9 Competition**

Employees should not use a social media platform to criticize Frontier's competition. Likewise, employees should not use social media to compete with Frontier.

**10.05.11.10 Press Inquiries**

Certain social media usage may generate media inquiries. If a member of the media contacts you about a Frontier related posting or requests Frontier information of any kind, contact your Manager or Corporate Communications for guidance.

**10.05.11.11 Temporary Suspension of Website or Blog**

Frontier may request that you temporarily confine your website or blog commentary to topics unrelated to Frontier (or, in rare cases, that you temporarily suspend your website or blog activity altogether) if it believes that this is necessary or advisable to ensure compliance with securities regulations or other laws.

**10.05.11.12 On-Duty Use of Social Media**

The job duties of certain Frontier employees may call for the use of social media while at work. Employees may engage in social media activity during work time provided it is directly related to their work, approved by their manager, and does not identify or reference Frontier clients, customers, or vendors without express permission. Frontier monitors employee use of Frontier's computers and the Internet, including employee blogging and social networking activity.

**10.05.11.13 Effect of Privacy Settings**

Even with social media sites that you have designated "private," your comments or disclosures may be easily disseminated among a much wider audience. Consequently, do not assume that you may post information in violation of the Frontier social media policy just because you have restricted access to the site.

**CHAPTER 11 – DRUG AND ALCOHOL-FREE  
POLICIES AND REGULATIONS**

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## **ANTI-DRUG POLICY AND REGULATIONS**

The Department of Transportation/Federal Aviation Administration (DOT/FAA), in November 1988, issued regulations to implement an Anti-drug program for employees who perform safety-sensitive and/or security related functions. These regulations prohibit the on-or-off duty use of illegal drugs. Illegal drugs or “drugs” include, but are not limited to the following substances: Marijuana, Cocaine, Opiates, Phencyclidine and Amphetamines. Drug tests are accomplished by testing a urine specimen in accordance with DOT regulations contained in 49 CFR Part 40.

The use and consumption of drugs or alcohol by employees detrimentally affects a wide range of areas, from their personal job performance and safety of their co-workers to general productivity, morale and efficiency.

In order to maintain a safe working environment, ensure quality workmanship, promote maximum productivity and preserve the reputation of Frontier, a comprehensive alcohol and drug screening program has been established.

The Drug and Alcohol Misuse Prevention Policies and Programs in this manual define the regulations set forth by the DOT/FAA and are strictly enforced by Frontier. Frontier reserves the right to make any policy more stringent than DOT/FAA regulations. Frontier has also established its own policies with respect to employees who use illegal drugs and/or misuse alcohol. These include non-federally mandated testing. A Prescription (Rx) and Over-the-Counter (OTC) Policy is included in the Anti Drug and Alcohol Misuse and Prevention Policy as part of the provisions set forth by Frontier's authority.

The policy emphasizes safety and explains the responsibility of the employee and a prescribing physician. Any employee who works for Frontier is deemed to have implied consent with these policies. These policies can be found at the end of this chapter.

Program Manager  
Tracy Kinkade  
Phone: 317-246-2607

Frontier has contracted with the Regional Airline Association (RAA) Anti-Drug Consortium to help administer this government mandated program and keep all airline certificates in compliance with DOT/FAA testing regulations. The Third Part Administrator (TPA) of the program is FirstLab.



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**11.05.1 DOT TESTING (DRUG)**

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**11.05.1.1 Employees Subject to Testing**

The following positions are subject to testing under the DOT: Pilots, Flight Attendants, Flight Instructors, Dispatchers, Ground Security Coordinators, Security Screeners, and Air Traffic Controllers. All of these positions are considered to be safety-sensitive and apply to all employees and management personnel who would perform any of these duties. Mechanics are also subject to DOT testing, which includes anyone doing inspection, overhaul, repair, preservation, the replacement of parts, and anyone doing preventative maintenance, such as simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations. To help with the clarification of which positions are safety sensitive, all applicable maintenance positions will be noted with "DOT safety sensitive position as reviewed by the Director of Maintenance". Any employee transferring from a non safety-sensitive position to a DOT covered safety-sensitive position will be subject to the federally mandated testing. These employees are subject to the following types of testing:

**11.05.1.2 Pre-Employment Drug Testing**

A Pre-Employment test is administered when a candidate has applied for a safety-sensitive position they must pass a pre-employment test. When instructed to report for pre-employment testing, a candidate must do so within 48 hours of notification unless otherwise specified. An employee transferring from any position that is not classified as safety-sensitive into a safety-sensitive position is required to submit to a pre-employment drug screen under the Department of Transportation and be tested for drugs of abuse.

**11.05.1.3 Random**

An employee is considered to be performing a safety-sensitive function during any period in which he or she is ready and available to perform, actually performing, or just performed such functions. Testing takes place during work hours. The employee must cease performing safety-sensitive functions and proceed to the collection site immediately. Tests are conducted throughout the system at any base or station conducive to completion. Testing may also occur if an employee is "readily available" to perform safety-sensitive functions. For example, it is possible for an employee to be tested during recurrent/upgrade training if their status would allow them to perform their safety-sensitive functions if pulled

from the training due to an emergency or shortage of qualified employees. Random selections are made by FirstLab based on the FAA required annual testing rate.

**11.05.1.4 Post-Accident**

A Post-Accident test must be conducted as soon as possible after a DOT accident; not later than 32 hours for drug and not later than 2 hours for alcohol. This testing will apply to any safety-sensitive employees whose performance may have been a contributing factor to the accident, or cannot be completely discounted as a factor in the accident. Employees are relieved of performing their duties until negative test results are received. As long as the result is negative, the employee will be paid for lost time. (In the case of injury to the employee, obtaining necessary medical assistance will take priority over the testing. In such cases, testing must be accomplished as soon as medically reasonable, within the time restrictions placed by the DOT/FAA.)

The following is the definition of a DOT accident: An occurrence associated with the operation of an aircraft with the intention of flight, and all such persons have disembarked, in which any person suffers death or serious injury, OR in which the aircraft receives substantial damage.

If all of the criteria are not present in the situation, it is probably cause for NON DOT Post-Accident testing shown below.

**11.05.1.5 Reasonable Cause**

Reasonable Cause testing observations may occur during, just proceeding, and/or at the end of the work shift. As long as the result is negative, the employee may return to work and will be paid for lost time. See Frontier's Reasonable Cause/Suspicion Policy for more information regarding procedures.

*NOTE: In circumstances requiring Post-Accident or Reasonable Suspicion testing, management or designee must escort the employee to the collection site.*

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## **11.05.2 PROCESSES AND TEST RESULTS**

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### **11.05.2.1 Protection of Specimens**

The FAA regulations require a “chain of custody” form to follow along with the sample. This provides for accountability and control from the point of collection to the final disposition of the sample. Strict procedures are used when collecting, transferring and storing samples. You watch your sample being placed in a tamper proof package and sign the chain of custody form, which ensures the sample goes through the process intact. With each transfer of possession the chain-of-custody form is dated, signed and annotated as to the purpose of the transfer. The collection of split samples is mandatory for all aviation employers. If the result of the primary specimen is confirmed positive, the employee has 72 hours after receiving notice that the Medical Review Officer has verified the test as positive in which to exercise their option to request a test of the split specimen.

### **11.05.2.2 Specimen Destinations**

Specimens are sent to Health and Human Services approved laboratories (e.g. LabCorp, Quest) under contract with the RAA - Anti-Drug Consortium. All urine specimens will be screened by immunoassay for the five (5) restricted drugs. Any urine specimen screened positive by immunoassay will be retested by gas chromatography/mass spectrometry (GC/MS).

### **11.05.2.3 Medical Review Officer (MRO)**

A Medical Review Officer (MRO) is a licensed physician responsible for receiving laboratory results generated by an agency's drug testing program that has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his or her medical history and all other relevant biomedical information. FAA regulations call for an independent Medical Doctor to review and interpret all test results. This is to ensure the maximum amount of fairness and confidentiality to the employee. The RAA Anti-Drug Consortium contracts with the Medical Review Officer, who has an extensive background in occupational health and drug abuse programs.

### **11.05.2.4 Positive Test Result**

The RAA Anti-Drug Consortium Medical Review Officer (MRO) will review the test results of any “positive urine specimens.” He/she will confirm

that proper procedures were followed in the handling and analysis of the urine specimen. He/she will also review and interpret all specific test results. The MRO will then contact the employee directly to inform them of the “positive urine specimen” and to discuss possible legitimate medical or other reasons to account for the positive laboratory findings. When such legitimate reasons are found, the “positive urine specimen” becomes a negative test result and no further action is taken. When neither reasonable medical cause, nor lack of proper quality control of lab procedures are found, a “verified positive test” is determined. The MRO will then forward the name of the employee who has the “verified positive test” to Company Management and to the required FAA officials.

### **11.05.3 NOTICE TO THE FEDERAL AIR SURGEON**

Any covered employee who holds an airman medical certificate issued under 14 CFR Part 67 and violates the provision of these rules will be reported to the Federal Air Surgeon within two (2) business days.

#### **11.05.3.1 Notice of Refusals**

Any covered employee who holds an airman certificate issued under 14 CFR Part 61, Part 63 or Part 65 and refuses to submit to required random, post-accident, reasonable suspicion or follow-up drug testing will be reported to the FAA within two (2) business days. DOT/FAA regulations define a refusal as listed below:

- Failure to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations or company policies, after being directed to do so by the employer
- Failure to remain at the testing site until the testing process is complete
- Failure to provide a urine specimen for any drug test required by this part or DOT agency regulations, and/or company policies
- In the case of a directly observed or monitored collection in a drug test, failure to permit the observation or monitoring of your provision of a specimen
- Failure to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- Failure or declining to take an additional drug test the employer or collector has directed you to take

- Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the drug test verification process
- Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector; behave in a confrontational way that disrupts the collection process)
- As an employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test

*NOTE: More information on refusals can be found in 49 CFR Part 40.191.*

### **11.05.3.2 Permanent Disqualification from Service**

There are two circumstances under which employees who engage in prohibited use of drugs are absolutely barred from performance of the same duties performed before the determination of such use.

- Two Verified Positive Drug Tests

If an employee is determined to have two verified positive drug tests after September 19, 1994, then they are permanently precluded from performing the safety-sensitive function they performed before the second drug test. The bar on two-time violators applies to both persons who have gone through rehabilitation and to those who after evaluation were determined not to need treatment.

- On Duty Use of a Prohibited Drug

If an employee is determined to have used a prohibited drug while performing a safety sensitive function after September 19, 1994, then they are permanently precluded from performing that safety-sensitive function for an employer.

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**11.05.4 DOT TESTING (ALCOHOL)**

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**11.05.4.1 Employees Subject to Testing**

Pilots, Flight Attendants, Flight Instructors, Dispatchers, Mechanics, Ground Security Coordinators, Screeners and Air Traffic Controllers are subject to testing under the DOT. These employees are considered safety-sensitive. Any employee transferring from a non safety-sensitive position to a DOT covered safety-sensitive position will then be subject to the federally mandated testing. These employees are subject to the following types of testing:

**11.05.4.2 Pre-Employment Testing**

There are currently no requirements for a pre-employment alcohol test.

**11.05.4.3 Post-Accident**

As soon as practicable after an accident, each covered employee must be alcohol tested, if that employee's performance either contributed to the accident or cannot be discounted as a contributing factor to the accident. A DOT Breath Alcohol Test must be conducted within two (2) hours of the accident. A covered employee who is subject to post-accident alcohol testing will remain readily available for testing or may be deemed by Frontier to have refused to submit to testing. (Frontier will discontinue attempts to conduct post-accident alcohol testing eight (8) hours after the accident, even if no alcohol test has been conducted).

**11.05.4.4 Random**

FAA regulations call for random testing of pilots, flight attendants, flight instructors, dispatchers, maintenance personnel, ground security coordinators and security screener personnel. These employees are considered safety-sensitive. A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, just performed, ready and available to perform or immediately available to perform such functions. When someone is "readily available" they are subject to DOT testing.

Testing takes place during work hours. The employee must cease performing safety-sensitive functions and proceed to the collection site immediately. Based on the required annual testing rate, the AA Anti-Drug Consortium makes the selection of employees for testing using a scientific method.

**11.05.4.5 Reasonable Suspicion**

A covered employee must submit to an alcohol test if Frontier has determined that reasonable suspicion exists that the employee has violated the alcohol misuse prohibitions.

This determination will be based on a trained supervisor's specific, contemporaneous, articulated observation concerning the appearance, behavior, speech or body odors of the employee. Even if an alcohol test cannot be administered, no employee who is under the influence of or impaired by alcohol, as shown by behavioral, speech, or performance indicators of alcohol misuse, should report for duty or remain on duty requiring the performance of safe-sensitive functions until a test can be administered and the result is below 0.02 or until the commencement of the employee's next duty period if at least 8 hours has elapsed.

**11.05.4.6 Prohibited Usage**

Alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl or isopropyl alcohol. Alcohol use is defined as the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

*NOTE: Frontier's policy and DOT/FAA regulations prohibit reporting for or remaining on duty while having an alcohol concentration of 0.02 or greater.*

**11.05.4.7 Pre-Duty Use**

Any employees performing the listed safety-sensitive functions are subject to alcohol testing and must refrain from consuming any alcohol (not just alcohol beverages) whenever they are performing, ready to perform, or immediately available to perform these functions. Employees will normally be asked to test for alcohol while they are at the work site (this could include airports other than our home base). In addition, no covered employee shall perform any of the listed safety-sensitive functions within eight (8) hours after consuming alcohol.

**Example: 1**

Our ground security coordinators are on call to perform ground security coordinator functions at any time during their work day. Even though these functions might not be performed during the regular work day, the individual would be subject to testing the entire work day because he is immediately available to perform the functions of the ground security coordinator.

**Example: 2**

A Pilot on-call for duty while at home has not violated the regulations if he has an alcoholic beverage unless he reports for duty within eight (8) hours of consuming such alcohol. He is not subject to alcohol testing until he reports for work. Therefore, if he is called to work and has consumed alcohol within the eight (8) hour time frame, he would have to decline to report until eight (8) hours have passed with no alcohol consumption. Therefore, an employee on call for duty at home is still not to consume any alcohol until their duty day is complete. A Pilot waiting to fly an aircraft in the employee's lounge is subject to testing as he is immediately available to fly the aircraft.

**Example: 3**

An administrative employee who is available to perform aviation screening duties from 8 a.m. to 12 noon in order to cover for an absent employee would be subject to testing during those hours even if no covered functions were actually performed.

**11.05.4.8 On-Duty Use**

Covered employees may not consume alcohol while performing safety-sensitive functions. This prohibition also applies to covered employees who are at work and immediately available to perform safety-sensitive functions.

**11.05.4.9 Following an Accident**

Covered employees with knowledge of an accident involving an aircraft for which they performed a safety-sensitive function at or near the time of the accident may not use alcohol for eight (8) hours after the accident unless they have been given a post-accident test, or Frontier has determined that their performance could not have contributed to the accident.

*NOTE: Accident is defined as an occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and the time that all such persons have disembarked, and in which any person suffers death, or serious injury or in which the aircraft receives substantial damage.*



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## **11.05.5 CONSEQUENCES FOR VIOLATING THE RULES OF THE AMPP**

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### **11.05.5.1 Removal From Safety-Sensitive Functions**

Covered employees are prohibited from performing safety-sensitive functions if they have engaged in prohibited conduct under the FAA rule or other DOT agency's alcohol misuse rule (including refusal to submit to random, reasonable suspicion, or post-accident testing). Such employees will be immediately removed from duty and as per Company Policy will be subject to discipline up to and including termination.

### **11.05.5.2 Refusal to Submit to Testing**

Covered employees may not refuse to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol test. Frontier will not permit an employee who refuses to submit to such a test to perform or continue to perform safety-sensitive functions. Employees who refuse to submit to the required testing will be immediately removed from duty and will be subject to discipline up to and including termination. DOT/FAA regulations define a refusal as listed below.

- Failure to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations or company policies, after being directed to do so by the employer
- Failure to remain at the testing site until the testing process is complete
- Failure to provide sufficient breath for any test required by this part or DOT agency regulations, and/or company policies
- Failure to provide a sufficient amount of breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- Failure or declining to take an additional test the employer or collector has directed you to take
- Failure to undergo a medical examination or evaluation, as directed by the employer as part of the insufficient breath procedures
- Failure to cooperate with any part of the testing process
- Failure to sign the certification at Step 2 on the Alcohol Testing Form

*NOTE: More information on refusals can be found in 49 CFR Part 40.261.*

**11.05.5.3 Notice of Refusals**

Any covered employee who holds an airman certificate issued under 14 CFR Part 67 and refuses to submit to required random, post-accident, reasonable suspicion, or follow-up alcohol testing will be reported to the FAA within two (2) working days.

**11.05.6 NOTICE TO THE FEDERAL AIR SURGEON**

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Any covered employee who holds an airman medical certificate issued under 14 CFR Part 67 and violates the provisions of the rule will be reported to the Federal Air Surgeon within two (2) working days.

**11.05.6.1 Permanent Prohibition of Service**

If a covered employee is determined to have violated the on-duty use of alcohol prohibition, he is permanently precluded from performing the safety-sensitive duties he performed before such a violation. If a covered employee is determined to have violated the prohibited alcohol related conduct provisions, other than on-duty use, two times after January 1, 1995, he is permanently precluded from performing the safety-sensitive duties he performed before such a violation.

The ban on two-time violators will apply to persons who go through rehabilitation and to those who, after evaluation by a Substance Abuse Provider (SAP), are determined not to need treatment.

**11.05.7 DRUG AND ALCOHOL- FREE WORKPLACE POLICIES (NON-DOT)**

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You, our employee, are Frontier's most valuable resource and for that reason, your health and safety are of paramount concern. Frontier is committed to maintaining a safe work place free from the influence of drugs and alcohol, and will not tolerate any prohibited drug or alcohol use. Drug and alcohol abuse imperils your health and well-being and our guests. The unlawful manufacture, distribution, dispensation, possession, use or being under the influence of illegal drugs or other controlled substances or alcohol, in the workplace, is inconsistent with the law and Company Policies. Frontier is committed to a policy of "zero tolerance" for drug and alcohol abuse or illegal use.

Employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory and safe manner. Given the nature of our business and our obligation to ensure

flight safety, Frontier has adopted the following policies. We ask for your full cooperation in supporting these policies and educating others regarding the risks associated with substance abuse.

#### **11.05.7.1 Employees Subject to Testing**

Employees who are considered to hold non-safety-sensitive positions are covered under the non-federally mandated Company policies. Where not prohibited by law, an employee may be requested to undergo a urinalysis, “breathalyzer”, or other diagnostic test under the following circumstances:

#### **11.05.7.2 Pre-Employment**

A Pre-Employment test is administered when a candidate has applied for a non-safety-sensitive position. When instructed to report for pre-employment testing, a candidate must do so within 48 hours of notification unless otherwise specified. Refusal to test or a positive result from a test will result in any job offer being withdrawn.

#### **11.05.7.3 Post-Accident**

A Post-Accident test must be completed as soon as possible after any accident. The testing will apply to any employees whose performance may have been a contributing factor to the accident, or cannot be completely discounted. With management discretion (and approval from the Compliance Manager or the Director of Human Resources) the employee may return to work following the test if a Rapid Test kit is used, and a negative result is received. If a Rapid Test kit is not used, the employee is suspended pending receipt of the result. As long as the result is negative, the employee may return to work and will be paid for lost time. (In the case of injury to the employee, obtaining necessary medical assistance will take priority over the testing. In such cases, testing must be accomplished as soon as medically reasonable).

#### **11.05.7.4 Reasonable Suspicion**

If Frontier has determined that reasonable suspicion (or cause) exists, an employee may be requested to submit to a test. Observations may occur during, just proceeding, and/or at the end of the work shift. With management discretion (and approval from the Compliance Manager or the Director of Human Resources) the employee may return to work following the test if a Rapid Test kit is used and a negative result is received. If a Rapid Test kit is not used, the employee is suspended pending receipt of results. As long as the result is negative, the employee

may return to work and will be paid for lost time. Refer to Frontier's Reasonable Suspicion Policy for more information regarding procedures.

#### **11.05.7.5 Return-to-Duty and Follow-Up**

A Return-to-Duty and Follow-Up tests are administered only when an employee has disclosed an addiction and requests assistance prior to any test notification. Upon completion of an approved rehabilitation program, the employee is allowed to return to work after he/she has taken a return-to-duty test with negative results. Frontier requires compliance with any additional treatment, aftercare or support group services recommended by a Substance Abuse Provider. Documentation of compliance may be requested at any time. The employee will also be placed in the Follow-up testing program which consists of unannounced testing at least six (6) times within the first twelve (12) months and up to sixty (60) months after as Frontier deems necessary. Non-compliance with any portion of recommended treatment, aftercare or testing may result in removal from performance of safety-sensitive functions.

### **11.05.8 PRESCRIPTION (RX) AND OVER-THE-COUNTER (OTC) DRUGS**

#### **11.05.8.1 Employee's Responsibility**

Prescription drugs are medications prescribed by a physician for a specific medical purpose. These medications are controlled due to their potential for abuse or harm. They are meant to be taken under the supervision of a physician who can monitor the effect and modify the dosage or discontinue its use as a person's condition warrants. The prescription defines how much of the drug to take, how often, and for how long. A prescription drug that is not taken according to the directions may be addictive, harmful or deadly.

Employees have the responsibility to explain their job duties to their physicians and ensure the use of prescribed medication will not pose a safety risk. In the interest of protecting our employees and our guests, safety-sensitive employees must make sure that any prescribed drug or combination of drugs being taken will not adversely impact their job performance. If a test result indicates the presence of a prescribed medication, the Medical Review Officer (MRO) will contact the donor. The donor should be prepared to offer prescription and physician information.

Over-the-Counter Drugs (OTCs) are those medications purchased off the shelf from any pharmacy or medications purchased without a prescription. It is the responsibility of the employee to read and inspect all warning labels for side effects or adverse reactions that could affect job performance and safety.

*NOTE: Any medication that displays a warning or indicates side effects may include drowsiness, fatigue or other similar conditions may affect an individual's ability to safely perform certain job tasks.*

### **11.05.9 MEDICAL MARIJUANA**

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While some states have enacted various medical marijuana laws permitting the use of marijuana for medical purposes, the federal government continues to classify marijuana as a Schedule I controlled substance with no recognized or authorized medical use. For employees who test positive for marijuana on a DOT or other federal drug test, medical marijuana use cannot be accepted by the MRO as “authorized medical use of a controlled substance” and the test will be reported as positive. Likewise for employees who test positive under Frontier 's drug testing program, medical marijuana will not be accepted as a legitimate medical explanation for a positive marijuana test. A verified positive drug test is a violation of Company policy and will result in disciplinary or employment actions as described herein.

**ALCOHOL MISUSE POLICY AND REGULATIONS****11.10.1 DOT TESTING (ALCOHOL)****11.10.1.1 Employees Subject to Testing**

Pilots, Flight Attendants, Flight Instructors, Dispatchers, Mechanics, Ground Security Coordinators, Screeners and Air Traffic Controllers are subject to testing under the DOT. These employees are considered safety-sensitive. Any employee transferring from a non safety-sensitive position to a DOT covered safety-sensitive position will then be subject to the federally mandated testing. These employees are subject to the following types of testing:

**11.10.1.2 Pre-Employment Testing**

There are currently no requirements for a pre-employment alcohol test.

**11.10.1.3 Post-Accident**

As soon as practicable after an accident, each covered employee must be alcohol tested, if that employee's performance either contributed to the accident or cannot be discounted as a contributing factor to the accident. A DOT Breath Alcohol Test must be conducted within two (2) hours of the accident. A covered employee who is subject to post-accident alcohol testing will remain readily available for testing or may be deemed by Frontier to have refused to submit to testing. (Frontier will discontinue attempts to conduct post-accident alcohol testing eight (8) hours after the accident, even if no alcohol test has been conducted).

**11.10.1.4 Random**

FAA regulations call for random testing of pilots, flight attendants, flight instructors, dispatchers, maintenance personnel, ground security coordinators and security screener personnel. These employees are considered safety-sensitive. A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, just performed, ready and available to perform or immediately available to perform such functions. When someone is "readily available" they are subject to DOT testing.

Testing takes place during work hours. The employee must cease performing safety-sensitive functions and proceed to the collection site immediately. Based on the required annual testing rate, the AA Anti-Drug Consortium makes the selection of employees for testing using a scientific method.

#### **11.10.1.5 Reasonable Suspicion**

A covered employee must submit to an alcohol test if Frontier has determined that reasonable suspicion exists that the employee has violated the alcohol misuse prohibitions.

This determination will be based on a trained supervisor's specific, contemporaneous, articulated observation concerning the appearance, behavior, speech or body odors of the employee. Even if an alcohol test cannot be administered, no employee who is under the influence of or impaired by alcohol, as shown by behavioral, speech, or performance indicators of alcohol misuse, should report for duty or remain on duty requiring the performance of safety-sensitive functions until a test can be administered and the result is below 0.02 or until the commencement of the employee's next duty period if at least 8 hours has elapsed.

#### **11.10.1.6 Prohibited Usage**

Alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl or isopropyl alcohol. Alcohol use is defined as the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

*NOTE: Frontier's policy and DOT/FAA regulations prohibit reporting for or remaining on duty while having an alcohol concentration of 0.02 or greater.*

#### **11.10.1.7 Pre-Duty Use**

Any employees performing the listed safety-sensitive functions are subject to alcohol testing and must refrain from consuming any alcohol (not just alcohol beverages) whenever they are performing, ready to perform, or immediately available to perform these functions. Employees will normally be asked to test for alcohol while they are at the work site (this could include airports other than our home base). In addition, no covered employee shall perform any of the listed safety-sensitive functions within eight (8) hours after consuming alcohol.

**Example: 1**

Our ground security coordinators are on call to perform ground security coordinator functions at any time during their work day. Even though these functions might not be performed during the regular work day, the individual would be subject to testing the entire work day because he is immediately available to perform the functions of the ground security coordinator.

**Example: 2**

A Pilot on-call for duty while at home has not violated the regulations if he has an alcoholic beverage unless he reports for duty within eight (8) hours of consuming such alcohol. He is not subject to alcohol testing until he reports for work. Therefore, if he is called to work and has consumed alcohol within the eight (8) hour time frame, he would have to decline to report until eight (8) hours have passed with no alcohol consumption. Therefore, an employee on call for duty at home is still not to consume any alcohol until their duty day is complete. A Pilot waiting to fly an aircraft in the employee's lounge is subject to testing as he is immediately available to fly the aircraft.

**Example: 3**

An administrative employee who is available to perform aviation screening duties from 8 a.m. to 12 noon in order to cover for an absent employee would be subject to testing during those hours even if no covered functions were actually performed.

**11.10.1.8 On-Duty Use**

Covered employees may not consume alcohol while performing safety-sensitive functions. This prohibition also applies to covered employees who are at work and immediately available to perform safety-sensitive functions.

**11.10.1.9 Following an Accident**

Covered employees with knowledge of an accident involving an aircraft for which they performed a safety-sensitive function at or near the time of the accident may not use alcohol for eight (8) hours after the accident unless they have been given a post-accident test, or Frontier has



determined that their performance could not have contributed to the accident.

*NOTE: Accident is defined as an occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and the time that all such persons have disembarked, and in which any person suffers death, or serious injury or in which the aircraft receives substantial damage.*

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**11.10.2 CONSEQUENCES**

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**11.10.2.1 Removal From Safety-Sensitive Functions**

Covered employees are prohibited from performing safety-sensitive functions if they have engaged in prohibited conduct under the FAA rule or other DOT agency's alcohol misuse rule (including refusal to submit to random, reasonable suspicion, or post-accident testing). Such employees will be immediately removed from duty and as per Company Policy will be subject to discipline up to and including termination.

**11.10.2.2 Refusal to Submit to Testing**

Covered employees may not refuse to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol test. Frontier will not permit an employee who refuses to submit to such a test to perform or continue to perform safety-sensitive functions. Employees who refuse to submit to the required testing will be immediately removed from duty and will be subject to discipline up to and including termination. DOT/FAA regulations define a refusal as listed below.

- Failure to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations or company policies, after being directed to do so by the employer
- Failure to remain at the testing site until the testing process is complete
- Failure to provide sufficient breath for any test required by this part or DOT agency regulations, and/or company policies
- Failure to provide a sufficient amount of breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- Failure or declining to take an additional test the employer or collector has directed you to take
- Failure to undergo a medical examination or evaluation, as directed by the employer as part of the insufficient breath procedures
- Failure to cooperate with any part of the testing process
- Failure to sign the certification at Step 2 on the Alcohol Testing Form

*NOTE: More information on refusals can be found in 49 CFR Part 40.261.*

**11.10.2.3 Notice of Refusals**

Any covered employee who holds an airman certificate issued under 14 CFR Part 67 and refuses to submit to required random, post-accident, reasonable suspicion, or follow-up alcohol testing will be reported to the FAA within two (2) working days.

**11.10.3 NOTICE TO THE FEDERAL AIR SURGEON**

Any covered employee who holds an airman medical certificate issued under 14 CFR Part 67 and violates the provisions of the rule will be reported to the Federal Air Surgeon within two (2) working days.

**11.10.3.1 Permanent Prohibition of Service**

If a covered employee is determined to have violated the on-duty use of alcohol prohibition, he is permanently precluded from performing the safety-sensitive duties he performed before such a violation. If a covered employee is determined to have violated the prohibited alcohol related conduct provisions, other than on-duty use, two times after January 1, 1995, he is permanently precluded from performing the safety-sensitive duties he performed before such a violation.

The ban on two-time violators will apply to persons who go through rehabilitation and to those who, after evaluation by a Substance Abuse Provider (SAP), are determined not to need treatment.

**11.10.4 DRUG AND ALCOHOL- FREE WORKPLACE POLICIES (NON-DOT)**

You, our employee, are Frontier's most valuable resource and for that reason, your health and safety are of paramount concern. Frontier is committed to maintaining a safe work place free from the influence of drugs and alcohol, and will not tolerate any prohibited drug or alcohol use. Drug and alcohol abuse imperils your health and well-being and our guests. The unlawful manufacture, distribution, dispensation, possession, use or being under the influence of illegal drugs or other controlled substances or alcohol, in the workplace, is inconsistent with the law and Company Policies. Frontier is committed to a policy of "zero tolerance" for drug and alcohol abuse or illegal use.

Employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory and safe manner. Given the nature of our business and our obligation to ensure

flight safety, Frontier has adopted the following policies. We ask for your full cooperation in supporting these policies and educating others regarding the risks associated with substance abuse.

**11.10.4.1 Employees Subject to Testing**

Employees who are considered to hold non-safety-sensitive positions are covered under the non-federally mandated Company policies. Where not prohibited by law, an employee may be requested to undergo a urinalysis, “breathalyzer”, or other diagnostic test under the following circumstances:

**11.10.4.2 Pre-Employment**

A Pre-Employment test is administered when a candidate has applied for a non-safety-sensitive position. When instructed to report for pre-employment testing, a candidate must do so within 48 hours of notification unless otherwise specified. Refusal to test or a positive result from a test will result in any job offer being withdrawn.

**11.10.4.3 Post-Accident**

A Post-Accident test must be completed as soon as possible after any accident. The testing will apply to any employees whose performance may have been a contributing factor to the accident, or cannot be completely discounted. With management discretion (and approval from the Compliance Manager or the Director of Human Resources) the employee may return to work following the test if a Rapid Test kit is used, and a negative result is received. If a Rapid Test kit is not used, the employee is suspended pending receipt of the result. As long as the result is negative, the employee may return to work and will be paid for lost time. (In the case of injury to the employee, obtaining necessary medical assistance will take priority over the testing. In such cases, testing must be accomplished as soon as medically reasonable).

**11.10.4.4 Reasonable Suspicion**

If Frontier has determined that reasonable suspicion (or cause) exists, an employee may be requested to submit to a test. Observations may occur during, just proceeding, and/or at the end of the work shift. With management discretion (and approval from the Compliance Manager or the Director of Human Resources) the employee may return to work following the test if a Rapid Test kit is used and a negative result is received. If a Rapid Test kit is not used, the employee is suspended pending receipt of results. As long as the result is negative, the employee

may return to work and will be paid for lost time. Refer to Frontier's Reasonable Suspicion Policy for more information regarding procedures.

**11.10.4.5 Return-to-Duty and Follow-Up**

A Return-to-Duty and Follow-Up tests are administered only when an employee has disclosed an addiction and requests assistance prior to any test notification. Upon completion of an approved rehabilitation program, the employee is allowed to return to work after he/she has taken a return-to-duty test with negative results. Frontier requires compliance with any additional treatment, aftercare or support group services recommended by a Substance Abuse Provider. Documentation of compliance may be requested at any time. The employee will also be placed in the Follow-up testing program which consists of unannounced testing at least six (6) times within the first twelve (12) months and up to sixty (60) months after as Frontier deems necessary. Non-compliance with any portion of recommended treatment, aftercare or testing may result in removal from performance of safety-sensitive functions.

**GENERAL POLICIES****11.15.1 PRESCRIPTION MEDICATION – SAFETY CONCERNS**

If a drug test result indicates the presence of a medication, the MRO will contact the donor. If the donor reports the use of a medication(s) that may pose a significant safety risk or make the employee medically unqualified for a safety-sensitive position, the MRO will place a "Safety Concern" on the result. The prescribing physician must contact the MRO to determine if the medication can be changed to one that does not make the employee medically unqualified or does not pose a significant safety risk. In addition, Frontier requires written verification from the prescribing physician that the employee is under his/her care, for how long, and the medication should not interfere with job performance or safety.

*NOTE: Frontier reserves the right to deny safety-sensitive positions, or remove from safety-sensitive positions, anyone who has a condition or medication that causes serious concern. For more information see Frontier's Rx and OTC policy at the end of this chapter.*

**11.15.2 PROHIBITED CONDUCT**

The following situations or conditions are examples of violations of Frontier's Drug and Alcohol-Free Workplace Policies while reporting to work, or being on or leaving duty.

- The sale, manufacture, distribution, use, purchase or possession of, non-prescribed drugs (meaning non-prescribed narcotics, hallucinogenic drugs, marijuana or other non-prescribed controlled substances), or equipment, products, materials which are used, intended for use, or designed for use with such drugs, is prohibited while on Company property or during work hours.
- Reporting to work or being at work while under the influence of, or impaired by, alcohol or non - prescribed drugs is prohibited. An employee who has an alcohol level of greater than .02% is deemed to be under the influence according to this policy.
- Reporting to or being at work with any amount of illegal or prohibited or non-prescribed drugs in the employee's body.

- Reporting to or being at work while under the influence of or using prescribed narcotics or drugs, or over-the-counter medication may also be prohibited where, in the opinion of Frontier, such use prevents the employee from performing the duties of his or her job or poses a risk to the safety of the employee or other persons or property.
- Possessing, using or transferring illegal drugs while on Company premises while on or off duty. Company premises include offices, work locations, desks, lockers, parking lots, any vehicle or aircraft used for company operations or any property under the control of Frontier.
- The use of illegal or synthetic marijuana products is prohibited under this policy.

### **11.15.3 DISCIPLINARY ACTION**

Any violation of Company policies referred to in this Chapter, including the refusal to submit immediately to a requested search or test, or a positive result on such test(s), may result in disciplinary action up to and including immediate discharge.

*NOTE: It is important to remember that all employees are covered under Frontier policies and may be tested under those policies at any time. Frontier reserves the right to notify the FAA of failure of any company drug or alcohol test; DOT or NON-DOT.*

### **11.15.4 SEARCH POLICY**

Where there is reason to believe, in the opinion of trained Frontier supervisors, an employee is under the influence of or impaired by alcohol or drugs, or is in the possession or control of prohibited alcohol, drugs or equipment, products and materials which are used, intended for use or designed for use with such substances, or has reported to work with a measurable quantity of drugs in urine, Frontier may search any Company property and/or an employee's personal property on Frontier property (including but not limited to vehicles, handbags, briefcases, etc.) and the employee may be requested to submit to a search by Frontier representatives of his/her person and/or property.

Frontier property covered in this policy includes property of any nature owned, controlled or used by Frontier, including but not limited to parking lots, offices, desks, file cabinets, lockers and company vehicles.

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**11.15.5 TESTING EMPLOYEES BASED ON REASONABLE CAUSE/SUSPICION**

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At least two (2) supervisors, one of whom is trained in the detection of the symptoms of possible drug or alcohol use, shall substantiate or concur in the decision to test an employee who is reasonably suspected of drug or alcohol use.

The decision to drug test must be based on reasonable and articulated belief that an employee is using a prohibited drug on the basis of specific contemporaneous, behavioral, and/or performance indicators; or reasonable cause to require alcohol testing is based on a trained Supervisor's specific contemporaneous, articulated observation concerning the appearance, behavior, speech or body odors of the employee regarding alcohol use or consumption.

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**11.15.6 TRAINING REQUIREMENTS**

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FAA regulations state that supervisory personnel who will determine when an employee is subject to testing based on reasonable cause shall receive training on specific, contemporaneous physical, behavioral, and performance indicators of probable drug use and the physical, behavioral, speech and performance indicators of probable alcohol use. Attendance is required at Initial Training at the time of hire or promotion into a supervisory position and at recurrent training annually.

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**11.15.7 EMPLOYEE ASSISTANCE FOLLOWING SELF DISCLOSURE**

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Frontier has established an Employee Assistance Program (EAP) with Anthem Blue Cross and Blue Shield which is available to assist employees with substance abuse problems. This program is available to employees who voluntarily seek assistance before a situation arises which could lead to a disciplinary termination.

To contact Anthem EAP call the toll-free number at 800-865-1044 or visit [www.AnthemEAP.com](http://www.AnthemEAP.com). It must be stressed that an employee must seek assistance before being selected for testing under the program in order to enter a rehabilitation program.



Following an employee's completion of a rehabilitation program they are required to pass a drug/alcohol test prior to returning to work. Frontier requires compliance with any additional treatment, aftercare or support group services recommended by a Substance Abuse Provider. Documentation of compliance may be requested at any time. The employee will also be placed in the Follow-up testing program which consists of unannounced testing at least six (6) times within the first twelve (12) months and further unannounced testing continuing up to sixty (60) months after as Frontier deems necessary. Non-compliance with any portion of recommended treatment, aftercare or testing may result in removal from performance of safety-sensitive functions. Whether an employee will be granted the opportunity for assistance under this program upon voluntary disclosure for a second time will be at the sole discretion of Frontier.

#### **11.15.8 FINANCIAL ASSISTANCE FOR TREATMENT**

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Frontier's group health insurance programs provide limited coverage for certain rehabilitation services. Please consult Human Resources, for specific details.

#### **11.15.9 CONFIDENTIALITY**

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Test results will be reported and maintained on a confidential basis, except disclosure may occur if necessary to respond to a challenge regarding the validity of the result, any disciplinary action taken based on the result, investigations by the National Transportation Safety Board (NTSB) or any other legal challenge.

## **DEPENDABILITY**

It is essential for any organization to have employees in their workstations at their expected times for the orderly operation of their business and Frontier is no exception. We understand employees are absent on occasion or are late to work for reasons beyond their control. For that reason, tracking attendance, absences or tardiness, is not intended to reflect negatively on any employee, but to treat everyone fairly and impartially.

You are expected to return to active status after any absence or leave as soon as you are capable of resuming your job duties. You should personally contact your supervisor through local reporting procedures. If your supervisor is unavailable, you should contact the next level of management available. Flight crewmembers should contact Crew Scheduling.

Frontier recognizes that some reasons for absence are appropriately excluded from being counted towards corrective action. Absences for approved leaves shall not be counted, provided proper documentation is produced and approved in advance of the event, or if unforeseeable, within the required time frame after the event.

Absences or tardiness due to previous overtime, road trips, scheduled training classes, weather conditions or individual (such as a recognized disability-related situation) or facility/business conditions will be handled on an individual basis as approved by the manager of the department.

Attendance records are not part of an employee's personnel record unless disciplinary action is necessary. The actual attendance record will be maintained by each employee's immediate supervisor/manager.

The policies stated in this section supersede and replace all prior conduct and disciplinary policies and procedures. If a policy in this section conflicts with a provision of a collective bargaining agreement or the department's handbook, the provisions in the collective bargaining agreement or the department's handbook will be followed.

Anyone that calls in sick prior to a vacation or holiday, has a pattern of absence during specific days of the week, has a pattern of absence as soon as an occurrence has dropped off, takes days off under the guise of illness or not receiving an approved vacation then calling in sick may be subject to corrective action, up to and including separation from Frontier.

**12.05.0.1 Occurrences of Absenteeism/Tardiness for Non Crew**

The focus of this program shall be frequency of “occurrences” of absenteeism/tardiness based on a cumulative occurrence system. An occurrence shall be a continuous absence from scheduled duty or reporting late to work or failing to complete a scheduled shift. Occurrences of absenteeism/tardiness will vary in duration according to the nature of the event, and may range from 6 minutes (tardiness) to several weeks or more for a single event within a rolling twelve-month period. (Example: Reporting late more than 2 hours for a scheduled duty shift or an entire day's absence for a cold is one occurrence. Three consecutive day's absence due to having the flu shall be one occurrence or event.) If an absence is expected to last more than one week for a single event, the employee must apply for an approved leave. If a leave is not approved, each day the employee is absent beyond the first week will count as an additional occurrence.

Occurrences for absenteeism/tardiness shall occur and accumulate, beginning at 0 resulting in termination at 8, within an active rolling twelve-month period. Occurrences will be issued as follows:

**A. Tardiness/Lateness = 1/2 Occurrence**

An employee reports 6 minutes late but less than 2 hours late for a scheduled duty shift or fails to complete the scheduled shift.

**B. Absenteeism/Sick Call = 1 Occurrence**

- An employee is absent from scheduled work (more than 2 hours) or scheduled duty shift.
- Employee fails to return to work from vacation or leave on the day and time set for return.
- An employee who shows up more than 2 hours late may be subject to being sent home without pay for any time not worked.

**C. No Call/No Show = 2 Occurrences**

An employee fails to report an absence prior to the scheduled start of their shift or return to work from vacation or leave on the day and time set for return. Two (2) consecutive days without authorization or no call/no show notification to management will be considered a voluntary termination. The only exception for an employee unable to “no call/no show” is if they are personally hospitalized or otherwise unable to call due to unusual circumstances that are beyond the control of the employee. Two (2) NCNS within 12 months will, regardless of occurrence total, be grounds for termination.

**12.05.0.2 Occurrences of Absenteeism/Tardiness for Flight Attendants**

The focus of this program shall be frequency of “occurrences” of absenteeism/tardiness based on a cumulative occurrence system. An occurrence shall be a continuous absence from scheduled duty or reporting late to work or failing to complete a scheduled shift. Occurrences of absenteeism/tardiness will vary in duration according to the nature of the event, and may range from 6 minutes (tardiness) to several weeks or more for a single event within a rolling twelve-month period. (Example: Reporting late more than 2 hours for a scheduled duty shift or an entire day's absence for a cold is one occurrence. Three consecutive day's absence due to having the flu shall be one occurrence or event). If an absence is expected to last more than one week for a single event, the employee must apply for an approved leave. If a leave is not approved, each day the employee is absent beyond the first week will count as an additional occurrence.

Occurrences shall occur and accumulate within an active rolling twelve-month period, beginning at 0 and resulting in termination at 8, within an active rolling twelve-month period. Occurrences will be issued as follows:

- **Tardiness/Lateness = 1/2 Occurrence**

An employee reports 6 minutes late but less than 2 hours late for a scheduled duty shift or fails to complete the scheduled shift.

- **Absenteeism/Sick Call = 1 Occurrence**

- An employee is absent from scheduled work (more than 2 hours) or scheduled duty shift.
- Employee fails to return to work from vacation or leave on the day and time set for return.
- An employee who shows up more than 2 hours late may be subject to being sent home without pay for any time not worked.

- **No Call/No Show = 2 Occurrences**

An employee fails to report an absence prior to the scheduled start of their shift or return to work from vacation or leave on the day and time set for return. Two (2) consecutive days without authorization or no call/no show notification to management will be considered a voluntary termination. The only exception for an employee unable to “no call/no show” is if they are personally hospitalized or otherwise unable to call due to unusual circumstances that are beyond the control of the employee. Two (2) NCNS within 12 months will, regardless of occurrence total, be grounds for termination.

**12.05.0.3 Progressive Policy**

Corrective action is progressive in nature, but may be implemented or accelerated at any step, including termination, depending upon the severity of the situation and prior discipline for performance. Example: In the case of a no call/no show and an employee's failure to properly notify their supervisor/manager of absence pursuant to this policy for a period of two or more days, termination will be warranted on the first offense or considered voluntary separation of employment. Any step of corrective action may be issued without issuing the prior corrective action warnings if the employee accumulates the applicable number of occurrences.

Time Period	Within Previous 12 Months			
Number of Occurrences	4	6	7	8
Type of Corrective Action	Verbal	Written	Final Suspension	Termination

**12.05.0.4 Corrective Actions for Excessive Dependability Occurrences****Step 1 - Verbal Warning**

After the accumulation of 4 Dependability Occurrences within an active rolling twelve-month period, the employee will be notified by their supervisor/manager that their Dependability is a problem that needs their attention. During this discussion, the supervisor/manager will review the Dependability policy with the employee and ensure that the employee: 1) has a copy of the policy; 2) understands the policy, and: 3) the employee understands the corrective steps that will be taken if there are continued problems with Dependability. The employee is to sign that they have received a copy of the Attendance Policy. This First Warning and signature of receipt of this policy will be forwarded to the Human Resources Department and placed in the employee's personnel file.

**Step 2 - Written Warning**

After accumulating 6 Dependability Occurrences of tardiness/absence within an active rolling twelve month period, the employee will be given a Warning Letter to inform the employee that their Dependability is unacceptable and must improve. The letter will describe corrective actions that may be taken, up to and including termination if poor Dependability continues. This Warning Letter will be placed in the employee's personnel file.

**Step 3 - Final Warning/Suspension**

If an employee accumulates 7 Dependability Occurrences in an active rolling twelve-month period, the employee will be issued a Final Warning Letter that their Dependability is unacceptable and that they will receive a three day unpaid suspension from work. The timing of the suspension will be determined by the manager and Human Resources and based on operational needs. The employee will be informed that this is the final warning before termination. This Final Warning Letter will be placed in the employee's personnel file.

**Step 4 - Discharge or Termination**

If the employee accumulates 8 Dependability Occurrences within a rolling twelve-month period, the employee will be subject to termination of employment with Frontier.

**12.05.0.5 Notification**

Employees (not spouses, relatives or others, except in unusual circumstances) must personally contact their immediate supervisor or their supervisor's manager through local reporting procedures (Crews should contact Crew Scheduling) prior to the beginning of their scheduled shift if it will be necessary for the employee to be absent or late to work. If the employee knows in advance that they will be absent, notification should be made as far in advance as possible.

**12.05.0.6 Management Guidelines**

Corrective actions should be administered by the employee's direct supervisor/manager within five (5) working days after the employee returns to work, unless unusual circumstance or other business demands prevail. Any level of discipline shall be reviewed and approved by the supervisor's manager prior to communications with the employee.

Management and Human Resources have the discretion to suspend an employee (with or without pay) pending an investigation before termination.

*NOTE: The appropriate Vice President of the Department must approve all terminations prior to informing the employee by any supervisor or manager. The Director, Human Resources should also be notified in advance of any termination.*

**12.05.0.7 Attendance Awards/Point Deductions**

In an effort to recognize employees who have perfect attendance for a sustained, consecutive period of time and to allow more flexibility, the following program has been developed:

**Three Months - Rolling Calendar (Begins at last attendance occurrence)**

Perfect attendance is defined as no attendance occurrences (tardy, absence or NCNS) other than approved vacations. Absence from work due to any type of approved LOA is counted as an attendance occurrence for perfect attendance consideration. After a block of 3 consecutive months of perfect attendance, an employee earns back 1/2 Occurrence. This 1/2 Occurrence will be credited to their total. If this causes the total to go negative, an employee may bank up to a -2 (negative 2 points) Occurrence bank. At no time can an employee's Occurrence bank be lower than -2 Occurrences. If the employee is at -2 Occurrences at the time of perfect attendance award, no Occurrences will be earned back and credited to their bank. After completing 3 consecutive months of perfect attendance, employees are not eligible to earn back additional Occurrence credits under this provision until they complete 3 additional months of perfect attendance. (For example, if an employee had no Perfect Attendance Occurrences from March 1 through May 31, the employee would earn back 1/2 Occurrence. The employee would have to have no Occurrences from June 1 through August 30, in order to earn back an additional 1/2 Occurrence.) Perfect Attendance occurrence credits (1/2 occurrence reduction) will be in effect for a 15 month active rolling window and will drop off at that time.

**Six Months**

In addition to any earned Occurrence bank credits, each full-time employee who attains a consecutive six-month period of perfect attendance will be entitled to 4 hours of paid time off for each such period. An additional 4 hours will be awarded for each 12 consecutive months of perfect attendance. If an employee has perfect attendance for a rolling 12-month period, the employee would receive 4 hours of paid time off for the first six month period, 4 hours of paid time off for the second six month period, and 4 hours of paid time off for the rolling 12-month period, for a maximum attendance award of 12 hours.

Each part-time employee who attains a consecutive six-month period of perfect attendance will be entitled to 3 hours of paid time off for each such period. An additional 3 hours will be awarded for each rolling 12-month period of perfect attendance. If a part-time employee has perfect attendance for a rolling 12-month period, the employee would receive 3 hours of paid time off for the first six month period, 3 hours of paid time off for the second six month period, and 3 hours of paid time off for the rolling 12-month period, for a maximum attendance award of 9 hours.

**Flight Attendants** Each Flight Attendant who attains a consecutive six-month period of perfect attendance will be entitled to 2 hours of paid time off for each such period. An additional 2 hours will be awarded for each rolling 12-month period of perfect attendance. The maximum attendance award per rolling 12-month period shall be 6 hours. Part time or job share crewmembers who attain a consecutive six-month period of perfect attendance will be entitled to 1 hour of paid time off for each such period. An additional 1 hour will be awarded for each rolling 12-month period of perfect attendance.

Awarded hours must be used within 6 months of the award.



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**12.05.1 GENERAL GUIDELINES**

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**12.05.1.1 Probationary Employees**

Newly hired employees at 9 or less months of employment may be terminated at any level of the corrective action process unless otherwise covered under a collective bargaining agreement.

**12.05.1.2 Transfers/Promotions****Corrective Action - Time Period**

Any corrective action administered under the Dependability policy will remain in effect for an active twelve-month period from the date of the warning at the level it was issued, even if the employee's Dependability Occurrences fall below the most recent disciplinary level. At the end of the twelve month period, the corrective action will no longer be effective, provided no other warnings have occurred. Example: A written warning for absence given on May 1 will no longer be effective on May 1 of the following year. Second example: If a final written warning was given for attendance on July 12, while the first written warning was still in effect (from May 1), the final written warning will remain in effect until twelve months have passed from the date it was issued (July 12), provided no other warnings have occurred. Regardless of the number and type of warning letters currently in effect, when 8 Occurrences are accumulated in a 12 month period, the employee will be subject to discharge or termination. The corrective action will remain in the employee's file.

**12.05.1.3 Effect of Disciplinary Actions on Leaves of Absences**

Any employee with a corrective action who is absent on any type of leave of absence in excess of thirty (30) days (example: Military, Medical, Personal, Workers' Comp, FMLA, STD, etc.) will have his/her corrective action effective period (rolling 12 month period) extended by the duration of their leave of absence.

**12.05.1.4 Doctor's Statement(s)/Other Documentation**

For absences affecting three or more workdays, a Doctor's statement(s) may be required. It is the employee's responsibility to provide Doctor's statement(s) or ensure statements are sent to their supervisor in a timely manner. It is not the responsibility of the supervisor or Frontier to follow up for the employee when the employee returns to work. In addition, the employee's manager may require a Doctor's statement(s) or other

supporting documentation from other individuals or sources, for any Dependability Occurrences.

All Doctor's statement(s) submitted must be in detail acceptable to Frontier and indicate, at minimum, reasons for all events of absence, the name(s) of treating physician(s), relevant dates/times under their care, and when the employee may return to work, along with any restrictions or limitations. Restrictions or limitations should identify specific job duties that cannot or should not be performed due to illness or injury along with the length of the restrictions or limitations.

Frontier reserves the right to refuse to pay sick days for absences (other than those approved under the FMLA) which are not accompanied by a sufficiently detailed Doctor's statement(s) or which, in its judgment, would not have prevented the employee from attending work (even on a reduced capacity basis). Frontier may request additional information to supplement such statements. Failure to provide such statements or information to Frontier, when requested, shall be an independent justification for discipline up to and including termination of employment.

#### **12.05.1.5 Status To Return - Company's Right**

Frontier reserves the right to send an employee to a Doctor of its choosing, at Frontier's expense, to assist Frontier in determining an employee's ability to report, return or remain at work. Failure by an employee to cooperate in this matter could be subject to corrective action up to and including termination.

#### **12.05.1.6 Falsified Claims**

An employee who is found to have falsified a sick claim, failed to return from sick leave or a leave of absence as soon as physically able to do so or who is found to have incurred an event of absenteeism for a reason that was not beyond the control of the employee could be subject to corrective action up to and including termination.

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**CORRECTIVE ACTION****13.05.1 INTRODUCTION**

Corrective action will be administered if an employee does not exhibit behaviors conducive to expectations explained in this manual. Violations of conduct, safety, other general rules, operating procedures and/or regulations will subject you to corrective actions up to and including separation from Frontier.

Any level of corrective action shall be reviewed and approved by the direct supervisor's manager before meeting with an employee. It is also recommended that a supervisor or manager consult with Human Resources to ensure corrective action is administered with regard to appropriate laws, regulations and/or policies.

In general, the following steps will be taken in any corrective proceeding and the process will generally be progressive in nature. However, in the case of flagrant, serious or continuous violations, at the discretion of Frontier, corrective action may begin at any of the levels listed below or may lead to termination of employment. For further information concerning the Appeal Process regarding corrective actions, see 13.05.3 below.

**Step 1:**

A Documented Verbal Warning is the first step in corrective action. The supervisor and employee should discuss the issue clearly and set expectations going forward. The supervisor should log the discussion for future reference. If the behavior or situation continues or if other violations occur the next step will be administered.

**Step 2:**

A Written Warning will be issued. The supervisor should meet with the employee to further discuss the continued behavior and explain the severity of the written warning. If the behavior or situation continues or if other violations occur the next step will be administered.

**Step 3:**

A Final Warning/Suspension will be given. This may include a three day suspension from work without pay based on operational need. The supervisor should meet with the employee to discuss the situation.

**Step 4:**

Discharge or Termination is the final step. If a situation or violation(s) has not been corrected or continues to occur, at the supervisor's discretion, the employee may be suspended (with or without pay) pending discharge review.

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**13.05.2 GENERAL GUIDELINES**

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**13.05.2.1 Corrective Action Letter to Employee****(PCR - Performance Counseling Record)**

During the corrective action discussion, the supervisor and employee should review the Corrective Action policy to ensure the employee knows the steps of the process. A copy of the PCR will also be provided to the employee and the employee will be encouraged to sign it. All original letters and PCRs and signature of receipt of this policy will be forwarded to the Human Resources Department (HR). HR will place the documents in the employee's Personnel File.

**Corrective Action - Five Working Days**

Corrective actions should be administered within five (5) working days (or sooner) after the violation or conduct, or when the employee returns to work, by the direct supervisor, unless unusual circumstance or other business demands exist. The supervisor and Human Resources has the discretion to suspend an employee (with or without pay) pending investigation prior to termination.

**Corrective Action - Accelerated**

The corrective action process is progressive in nature but may be implemented or accelerated at any step depending upon the severity of the situation. For example, if an employee does not call or show for his/her shift (no call - no show) for a period of two or more days, separation will be considered voluntary.

**Terminations - Approval**

All terminations, prior to notification to the Employee, must be reviewed with documentation by the Supervisor/manager and approved by the appropriate Vice President and/or Director of the Department prior to the discharge or termination. In case of their absence, the Chief Executive Officer or other Vice President (s) or President will be a substitute. Human Resources must give approval in advance of any termination.

**13.05.2.2 Effect of Disciplinary Actions on Transfers/Promotions**

Employees on a final written warning level of discipline will not be eligible for Employee initiated transfers or promotions within a twelve month period from the date of the final warning unless otherwise covered under a collective bargaining agreement, the department's handbook or Frontier determines, at its discretion, that an exception should be made due to current business needs.

**13.05.2.3 Effect of Disciplinary Actions on Probationary Employees**

Newly hired or probationary Employees at 9 or less months of employment may be terminated at any level during the disciplinary action process unless otherwise covered under a collective bargaining agreement or the department's handbook.

**13.05.2.4 Disciplinary Action - Time Period**

Any level of disciplinary action dispensed will remain in effect for a twelve-month period from the date of the warning at the level it was administered. At the end of the twelve month period, the disciplinary action will no longer be effective provided no other warnings have occurred.

**Example:** A first written warning for absence given on May 1 will no longer be effective on May 1 of the following year.

**Example:** If a second written warning was given for performance on July 12 of the same year, the second written warning will remain in effect until twelve months have passed from the date it was issued (or until July 12 of the following year) at the level it was issued. At the end of this twelve month period, the disciplinary action would no longer be in effect provided no other warnings have occurred. Disciplinary actions will remain in the Employee's file, even when they are no longer in effect, and Frontier may consider the conduct that led to the performance warning when determining the level of discipline to issue for similar conduct in the future. For some Employees covered under a collective bargaining agreement the disciplinary action may no longer be effective unless otherwise required for compliance regarding the Pilot Record Improvement Act (PRIA).

### **13.05.3 APPEAL PROCESS**

In the course of your employment with Frontier, a situation may arise where you question the applicability of a Company policy or practice with respect to corrective action that has been taken against you. Our aim is to ensure that all employees are treated fairly and in accordance with Frontier policies and procedures.

As an employee, you have a right to present your appeal without fear of reprisal of any sort. Appeals of discipline are allowable only at the written warning level or above. Any time period stated in this policy does not include weekends or holidays. Frontier believes that it is in the best interest of all parties to resolve any concerns in a prompt and fair fashion. Accordingly, the following three (3) step procedure has been established to provide Frontier and the employee an avenue to address his/her concerns regarding disciplinary actions at the written warning level or above:

#### **13.05.3.1 Step 1:**

- Any employee with a concern should submit a written statement to their manager which sets forth the factual basis for the appeal. The appeal must be presented within three (3) business days from the date of the cause of the appeal. Failure to do so within this time period will result in a waiver of any appeal rights.
- The manager will review the written appeal and render a written response to the employee within three (3) business days following receipt of the employee's written appeal submission.

**13.05.3.2 Step 2:**

- If the manager's decision in Step 1 above is not to the employee's satisfaction or a management response is not received within the time parameters, the employee may then submit a further written appeal, to the Department Director or (if no Director) the Vice President of the Department and Human Resources.
- The employee must present his/her written appeal within three (3) business days from the date the decision in Step 1 or from the deadline for the manager to provide the response, if no response was received.
- The written appeal must contain the full detailed complaint, including specific events, dates, names of parties involved, witnesses, etc., and the employee's complaint.
- Human Resources will then issue a written response to the employee within ten (10) business days of the receipt of the written appeal.

**13.05.3.3 Step 3:**

- If the employee does not agree with the decision from Step 2, the employee may request a review and decision by the Review Committee.
- The committee is composed of the employee's Departmental Vice President and/or Chief Operations Officer/Chief Financial Officer and the Vice President of Human Resources.
- The employee may bring another active employee (in good standing) to the Review Committee proceeding; however, such individual will not be a participant in the proceeding. The employee must present his/her written appeal to the Review Committee to the Vice President of Human Resources within two (2) days from receiving the result in Step 2.
- The Committee will review the appeal and, if deemed necessary, conduct further investigation.
- The Committee will render its decision and provide the employee a written response within fourteen (14) business days of receiving the written appeal, unless an extension has mutually been agreed upon.
- The decision by the Review Committee will be final.

**13.05.3.4 Requirements**

- The time limits in the appeal procedure are intended to ensure a prompt and thorough action on the appeal.



- Any of the time limits specified in the procedure may be extended by mutual consent of the parties involved.
- The employee may bypass a step in the appeal process only if they do not receive a response in the time frame indicated.

**13.05.3.5 Actions Not Appealable**

- Any disciplinary action, regardless of nature, that does not result in a Written Warning level or above.
- Actions caused by a reduction in work force.
- Actions that affect an employee who is employed on a temporary basis or an employee who is in training.
- A non-selection for promotion when the sole basis for the appeal is the allegation by the employee is that the employee feels they are better qualified than the person selected.
  - Group appeals; all appeals must be on an individual basis.
  - Rate of pay.
  - Performance evaluations.
  - Company or employee benefits.
  - Work schedules.
  - Gross Misconduct.

All employees covered by this process have the right to present their complaint or appeal under the provision of this appeals procedure free of fear of reprisal, interference or discrimination. Any violation of this right will subject the violator to corrective action and should be reported to the Department Director or the Vice President of Human Resources.