

Mesa Airlines, Inc.

Employee Handbook

October 29, 2019

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SECTION 1 INTRODUCTION

1.1. Communication from Mesa Airlines, Inc.

Welcome aboard! We are pleased you have chosen to join our team at Mesa Airlines, Inc. Mesa Airlines, Inc. has a long and proud history of providing safe, reliable and friendly air transportation for over 20 years. During this time, Mesa Airlines, Inc. has been able to foster a “family atmosphere” and small company feel, both qualities not normally found in a company of nearly four thousand employees. Although the airline industry has undergone dramatic changes over the past few years, Mesa Airlines, Inc. has emerged as a rising star. We have signed new agreements with major airlines and are on course to lead all regional airlines in growth opportunities. We look forward to working with you and wish to welcome you to our family.

Open communications are an essential part of the work environment at Mesa Airlines, Inc. We are committed to encouraging the free flow of questions, answers and ideas. We also want you to have accurate and timely information about Mesa Airlines, Inc., your job, benefits, policies and procedures. This handbook is part of that commitment to Mesa Airlines, Inc. employees.

This handbook provides you with an overview of the principles, policies and procedures that are directly linked to your employment at Mesa Airlines, Inc., as well as the overall success of the Company. This handbook is designed to help you understand your responsibilities at the Company. It will also assist us with administering programs and policies in a consistent manner. Certainly this handbook should not be considered a substitute for direct, regular communication on a person-to-person basis; but the contents will provide policies, or overviews of matters concerning your employment.

Please be aware that this handbook is not intended as a complete statement of your particular job responsibilities. Rather, it is a summary of the Company’s current policies and procedures. This handbook also summarizes the current benefit plans maintained by the Company. If conflicts exist regarding any Company benefit plan summarized in the handbook, the actual plan documents will take precedence. Actual benefit plan documents are available on Mesa Airlines, Inc.’s website at www.mesa-air.com. Any descriptions in this handbook are not contractual and do not guarantee any specific right to employment or benefits.

Because the airline industry is a dynamic and ever-changing business, Mesa Airlines, Inc. must react quickly to changes. This flexibility has sustained the Company through difficult times and has allowed us to take advantage of opportunities that more rigidly established competitors could not accomplish. As a result, Mesa Airlines, Inc. reserves discretion to interpret and apply, in its sole judgment, all policies and procedures, including those summarized in this handbook, and reserves the authority to determine how, and to what extent, these policies apply to specific issues and circumstances.

It is each employee’s responsibility to become familiar with this handbook and to know and understand Company policies and practices outlined within. It is also important to understand that this handbook has been laid out in a format designed to be as clear and concise as possible. The material found at the end of this handbook is just as important as that found at the beginning. Please take the time to familiarize yourself with all of the provisions contained in this handbook. We welcome you to our team and look forward to working with you.

SECTION 2 TYPES OF EMPLOYMENT AND COMPENSATION

2.1. Types of Employment

Your employment will be classified as either full-time or part-time. If you are not sure of your classification or the corresponding benefits, please contact your supervisor or the Human Resources Department. Irrespective of your full-time or part-time status, unless otherwise covered by a written employment contract, you are at all times an AT WILL employee as described in more detail below:

Full-time: Full-time employees are employed directly by the Company and are scheduled for and regularly work more than 35 hours per week. If you are a full-time employee, you are eligible for all benefits including full on-line and Interline pass benefits as provided by our Interline agreements. Full-time employees who are scheduled for and work an average of 35 hours or more per week will be eligible to participate in group health and other benefit plans including vision, dental and 401(K) in accordance with the terms of such plans.

Part-time: Part-time employees are employed directly by the Company and are scheduled for and regularly work fewer than 35 hours per week. Part-time employees must work a minimum of 16 hours per week unless approved by the department head and the Human Resource Department. If you are a part-time employee, you are eligible to participate in the Company's 401(K) Plan, online pass benefits and a limited number of Interline pass benefits as provided by our Interline agreements. Part-time employees are eligible for health insurance benefits.

Contingent: Contingent employees are those individuals whose services are obtained through a leasing or temporary employment agency. Contingent employees may be full-time, part-time, seasonal or short-term in nature. Contingent employees are eligible for only limited benefits from the Company. For more information, please consult the Human Resource Department.

AT-WILL: All employment at Mesa Airlines, Inc. is AT-WILL in nature unless the subject of a written contract of employment signed by the President (including CBAs). AT-WILL status means you are free to leave the Company at any time for any reason; and you may be asked to leave the Company at any time and for any reason, or no reason, in accordance with all applicable governing statutes.

2.2. Probation Period

The first year of your employment is considered your probation period unless you are a flight attendant or pilot. This period provides you with enough time to get oriented to your job, lets you and your supervisor get acquainted, and determines whether you can perform the assigned work according to Company standards. Probationary periods of employment, unless governed under a CBA, may be extended at Company discretion. **It is important to note that your probationary status or the successful completion of your probationary period does not alter the AT-WILL nature of your employment**

If you are a pilot, your first 12 months of aggregate service to the Company will be considered your probation period.

If you are a flight attendant, your first six months of active service to the Company will be considered your probation period. This probation period may be extended for an additional six months at the Company's discretion.

2.3. Work Hours

Airlines run twenty-four hours a day, seven days a week, 365 days a year. Accordingly, scheduled work hours will vary from department to department and city to city. Your supervisor will provide the correct scheduled shifts and hours to you. It is also important to recognize that there will likely be times when you will be required to modify your scheduled shifts to accommodate the needs of the Company. For example, flights running late require ground personnel to extend shifts accordingly. If you are unsure what your scheduled work hours are, please contact your supervisor immediately for details.

2.4. Pay Period

Non-Crew Employees will be paid every two weeks or in accordance with state or local regulations. The workweek begins at 12:01 a.m. on Sunday and ends at midnight on Saturday. Mesa Airlines, Inc. encourages you to deposit your pay directly into an electronic funds transfer system that allows your net pay to be deposited each payday directly into the bank account of your choice. Pay stubs for all direct deposit employees are available through the Internet. If you do not have a bank account, you can utilize Mesa Airlines, Inc.'s agreement with US Airways Federal Credit Union or American West Federal Credit Union which is available to all employees. If you do not consent to direct deposit, your check will be mailed to you each payday.

2.5. Overtime Pay

In order to maintain adequate coverage over all shifts or to complete additional work by certain deadlines, there are times when employees may be eligible or required to work overtime. If overtime is required, eligible employees may be asked to volunteer to pick up these additional shifts. If more people respond to the request for overtime than needed, your supervisor will determine who will receive overtime shifts based on operational needs.

Please review overtime parameters and guidelines for your department with your manager or supervisor. All overtime must be approved in advance by a supervisor and must be recorded on a time card.

Overtime is only paid for actual hours worked in excess of 40 hours per work week, or in compliance with applicable Federal or State overtime provisions. Paid time off and leaves of absence do not count as hours worked for the purpose of computing overtime pay. If you believe that you have not been paid overtime earned, you should notify your supervisor or the Payroll Department immediately after receiving your paycheck.

2.6. Pay Errors

The Company makes every effort to ensure your payroll is correct before it reaches you, but occasionally mistakes will occur. If this happens, notify the Payroll Department as soon as possible, but no later than 30 days after the pay date, so that the Company can properly research and correct any discrepancies. In order to avoid pay discrepancies, the Company encourages you to use ESS, which enables you to verify your pay online one to two days prior to your pay date.

2.7. Performance Review and Evaluation

The Company believes that regular performance appraisals are the best method of helping you to improve yourself and your job performance. They also provide the opportunity to recognize your efforts, accomplishments and knowledge. During your evaluation, you will be able to discuss your job performance and future goals with your supervisor. Successful reviews determine whether you are eligible for merit raises, promotions, transfers and continued employment with the Company. Reviews are typically performed within your department on your annual anniversary date.

2.8. Promotions

The Company believes that career advancement is rewarding for both you and the Company. Just ask around, many of the Company's managers first started as customer service or ramp employees, including the Company's Chairman. As job openings occur, it is our policy, whenever appropriate, to promote qualified individuals to fill new or vacated positions.

Current job postings are available on Mesa Airlines, Inc.'s website for use by all employees who have been with the Company six months or longer. Promotion decisions are based on your qualifications, performance reviews, past job performance, longevity, attendance, and the specific needs and requirements of the Company. While the Company uses its best efforts to promote from within, it reserves the right to fill positions in any manner deemed to be in its best interests.

2.9. Transfers

After you have been in your current position for six months, you may be eligible for transfer to another department or location provided you are in good standing with the Company. Approval from your supervisor, the supervisor in the requested transfer department and the Human Resource Department are necessary to transfer to another department or location. Transfer decisions are based on your qualifications, performance reviews, past job performance, attendance, and the specific needs and requirements of the Company. In addition to individuals not in good standing with the Company, individuals on written warning or termination warning will not be eligible for transfer. Notwithstanding the foregoing, the Company reserves the right to waive, modify or lengthen any transfer requirements.

2.10. Expense Reimbursement

Occasionally, you may incur expenses while on Company business; for example, during training events. Provided such expenses are authorized by the Company, you will be reimbursed as follows:

Mileage Reimbursement: If you use your personal vehicle on authorized Company business you will be reimbursed on a per mile basis. Mileage verification or gas receipts will be required. Authorization to use a personal vehicle on Company business must be approved through your department supervisor.

Travel Expense: The Company will reimburse you for pre-approved expenses incurred while traveling at the request of the Company. Verification or receipts will be required.

SECTION 3 BENEFITS

The information contained in this handbook regarding employee benefits is not a contract to provide these benefits to any employee. The eligibility requirements of these benefits are described in the relevant plan documents, including summary plan descriptions. To the extent there is any inconsistency between the benefits as described herein and the plan documents, the plan documents shall govern.

The terms of the benefit plans described are subject to change at any time by the insurer(s) or the Company.

3.1. Group Medical Insurance

As a Mesa Airlines employee you are eligible to enroll yourself and your family in the Company's medical insurance plan. You are eligible for this coverage on the first day of the month following your first 60 days of employment.

You must complete and return an enrollment form during your first 30 days of employment to receive medical insurance coverage without having to prove insurability. The enrollment link is available on the employee benefit's page of Mesa Airlines, Inc.'s website.

To assist with the cost of your insurance, the Company pays a large portion of the premium each month. You are responsible for the remaining cost, which is automatically deducted from your paycheck.

3.2. Health Benefits Continuation Coverage

The Company provides qualifying employees the option of health benefit continuation coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Employees or dependents who become ineligible for health insurance coverage under the Company's medical, dental and vision benefit plans may be eligible to continue to participate in these plans at their own expense in accordance with state or federal regulations. Eligible dependents may also extend coverage at their expense.

Employees or eligible dependents who elect to continue under the Company's insurance plans must pay the required premium plus an additional amount (determined by the insurance provider) to cover the Company's administrative costs in processing payments. The premium is subject to change should the rates charged to the Company be altered by the insurance provider.

Coverage under COBRA may end, if any of the following events occur:

1. Failure to make timely payments of all premiums and administrative expenses;
2. Assumption of coverage under another group health plan that does not exclude or limit coverage provided to you on account of a pre-existing medical condition unless the pre-existing condition does not apply due to the Health Insurance Portability and Accountability Act;
3. Termination of the Company's group health plan; or
4. Enrollment in Medicare.

If eligibility for continuation of benefits terminates due to enrollment in Medicare, the employee's spouse and dependent children may be entitled to extend their continuation of coverage.

The Company will contact employees concerning their options under COBRA at the time they become ineligible to participate in the Company's insurance plans. Further, the Company will contact qualified beneficiaries should an employee die or enroll in Medicare. However, should an employee become divorced or legally separated, or if a dependent becomes eligible for coverage under COBRA, it is the employee's responsibility, to contact the Company's plan administrator and discuss their continuation/conversion rights. The Company will comply with any state law providing additional coverage.

3.3. Dental Insurance

You become eligible for dental insurance at the same time you are eligible for medical benefits. It is not required to be enrolled in the medical plan to enroll in the dental plan. To receive full dental coverage, including preventive benefits, you must complete and return an enrollment form during your first 30 days of employment. The enrollment link is available on the employee benefit page of Mesa Airlines, Inc.'s website. To assist with the cost of your insurance, the Company pays a portion of the premium each month. You are responsible for the remaining cost, which is automatically deducted from your paycheck.

3.4. Vision Plan

Employees are eligible for individual or family coverage with the Company's vision insurance plan. You are eligible for this coverage on the first day of the month following 60 days of employment with the Company. To receive full vision coverage, you must complete and return an enrollment form during your first 30 days of employment. The Enrollment link is available on the employee benefit page of Mesa Airlines, Inc.'s website. To assist with the cost of your insurance, the Company pays a portion of the premium each month. You are responsible for the remaining cost, which is automatically deducted from your paycheck.

3.5. Long-Term Disability

Full-time employees are eligible for employer-paid, long-term disability which consists of 40% of your covered monthly earnings—to the program maximum of \$1,500 per month. You are eligible for this coverage on the first day of the month following six months of active service. Full-time employees who work at least 35 hours a week have the option to change the percentage of benefit amount to 50% of covered monthly earnings to the program maximum of \$2,500 per month as long as the buy-up option was elected during an open enrollment period or within the first 30 days of hire.

3.6. Employee Assistance Program

Mesa provides their employees access to the EAP through Metlife on the first day following six months of active coverage. Unum can help you find solutions for the everyday challenges of work or home as well as more serious issues involving emotional and physical well-being. If you have a substance abuse or alcohol problem, you are encouraged to voluntarily seek confidential help immediately. Information regarding the Employee Assistance Program can be found on the benefit employee website or you can contact your Benefits Department at Benefits@mesa-air.com.

3.7. Retirement Benefits

401(k): The Company recognizes that planning for retirement is one of your most important financial goals. To help you achieve this goal, the Company encourages your participation in our no cost 401(k) retirement plan. To make your goal more attainable, the Company also makes contributions into your personal fund.

All Employees are eligible to enroll in the plan immediately after hire. Please visit www.lfg.com to enroll into the plan or you can contact your Human Resources Department

Retirement Qualifications: In addition to being eligible for 401(k) benefits (once enrolled and vested), employees may elect to retire from the Company and may be eligible for certain additional benefits. For more information regarding retirement benefits, contact the Human Resources Department. To qualify for retirement, an employee must accrue 70 points. That is when your years of Company service credit and your age total the sum of 70 or more, provided you have a minimum of ten (10) years of service with the Company.

3.8. Cafeteria Plan – Flexible Spending

This benefit is provided at no-cost to all employees from your first day of employment and allows you to make contributions toward certain expenses such as your portion of the cost of medical, dental and vision insurance premiums and child care costs. The contribution amount is deducted from your gross pay before income tax and Social Security calculations, and reduces your tax liability. Funds are held in a non-taxed, benefit spending account from which you can make withdrawals to pay for covered services up to twice each month. Enrollment forms are available on the employee page of Mesa Airlines, Inc.'s website.

SECTION 4 TRAVEL BENEFITS

4.1. Flight Benefits

One of the most exciting benefits you receive as a Mesa Airlines, Inc. employee is travel privileges. Active employees are eligible for space available (standby) non-revenue travel after 15 day of employment and once a company badge has been issued.

Our partners have also extended travel privileges in the form of reduced rates and/or non-revenue transportation. For current travel information regarding our privileges on our partners, please contact the Mesa Pass Bureau. Privileges are subject to change at any time per our current travel agreements with these partners.

Interline agreements are available with other carriers who provide us with standby reduced rate travel privileges. These include service charge rates as well as zonal employee discount rates (ZED). You may find a current list of interline agreements on the Pass Bureau section of the Mesa Air Group Employee Website. Tickets require processing and must be obtained prior to travel on these agreements.

Travel privileges are only available to active employees in good standing. Employees on leave are not eligible for travel. The company has made an exception to this rule for our military service members who are required to take a leave of absence. Travel privileges cease immediately upon termination of employment (voluntary or involuntary), unless otherwise provided under specific separation or retiree travel programs.

Former employee's travel on an active or retired employee's travel privileges is only allowed with company approval and is subject to review by the department head and Human Resources.

Employees and eligible travelers and/or guests should remember that they are representing the airline when traveling on these privileges, and should do so in a professional, courteous, and patient manner.

Abuse, misuse, falsification of documents or inappropriate behavior by the employee, eligible travelers, or guest pass travelers while traveling on travel privileges is subject to disciplinary action. All employees are responsible for the actions of their eligible travelers. Any reports of misconduct will be reviewed, and travel privileges are subject to suspension during the review period. Disciplinary action may include suspension of travel privileges and possible termination of employment, depending on severity of the incident.

Dress code expectations vary with each carrier and each class of service. It is the employee's responsibility to be aware of the dress code expectations on the carrier of travel. Business casual attire is recommended for all travel as a safe option.

Travel privileges are intended for leisure only. Travel privileges should not be used for monetary gain of another company, individual, or business purposes for either another company or individual. Commuting for employees is an exception of this rule if the employee is positioning himself/herself to work a flight or for a training event for Mesa Airlines, Inc. and it is for the sole purpose of supporting the airline.

When traveling on your pass travel privileges, it is the employee's responsibility to report back to work as required. Any absence related to pass travel privileges is unexcused. Being absent from work and then traveling is a violation of company policy except when approved in advance by your manager/supervisor. Employees who are absent in relation with pass travel may be subject to disciplinary action. Disciplinary action may include suspension of travel privileges and possible termination of employment.

Retiree travel privileges are eligible to those who have reached 70 points (Points= Age + Years of Service) and 10 years of service. This applies to go! Airlines travel. Retiree privileges are offered on our partners and interline agreements, but are subject to the current program in place and offered by the specific airline. For details of current agreements you may contact the Mesa Pass Bureau.

All travel is solely at the Company's discretion, and may be modified or revoked at any time.

4.2. Hotel Discounts

Hotel discounts may be available at Flight Benefit destinations. Hotel promotions can be viewed on the employee page of Mesa Airlines, Inc.'s website. You may also call hotels directly and ask for an airline employee rate. Often you will be given a substantial discount, particularly during off-peak seasons.

4.3. Cruise and Car Rental Discounts

Promotional discounts on cruise and car rentals are available on certain dates and for specific locations. When available, these discounts can be viewed on the employee page of Mesa Airlines, Inc.'s website.

SECTION 5 SAFETY

5.1. Your Responsibility

Safety and accident prevention in the workplace can only be achieved when all employees take personal responsibility for themselves, other employees, customers and Company property. Each of you must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, you must inform your supervisor immediately.
2. Use, adjust or repair machines and equipment only if you are trained and qualified to do so.
3. Get help when lifting or moving heavy objects.
4. Understand your job fully and follow instructions. If you are not sure of the safety procedures, don't guess—ask your supervisor.
5. Adhere to all Company policies that prohibit the use of alcohol, drugs, smoking and weapons in the workplace.
6. Know the location and use of first aid and firefighting equipment.
7. Know the location of all emergency exits and all emergency exit procedures.
8. Understand that safety is important both on Company property and while conducting Company business off the property. (For instance, don't use cellular telephones for Company business while driving a vehicle unless such phone is equipped with a hands free device.)

5.2. Good Housekeeping

Good work habits and a neat place to work are essential to your job safety and efficiency. You are expected to keep your place of work organized and all materials and equipment in good order at all times. Report anything that needs repair or replacement to your supervisor.

SECTION 6 ATTENDANCES AND ABSENCES

6.1. Punctuality and Attendance

Punctuality and reliability are hallmarks of a successful airline and both are critical for your success within the Company. Working as a team requires that each person be in the right place at the right time. The Company knows almost everyone is unavoidably late for work on occasion, but when tardiness becomes chronic, it is expensive, disruptive and becomes an unfair burden on the rest of the team. As a result, time off for tardiness and absences will not be paid.

If you are going to be late or absent for any reason, telephone your supervisor or your approved contact person, as far in advance of your starting time as possible. Explain why you are going to be late or absent and when you expect to report to work. This notification is your responsibility and asking another employee, friend or relative to contact the Company for you is unacceptable, except in extenuating or emergency circumstances.

The Company considers your overall attendance record a measure of your reliability. Tardiness and absences have a negative effect on your overall performance and company operations. If you are absent without notice for two consecutive days, we will assume you have abandoned your job. If you have six or more tardies and/or absences (occurrences) in any combination in any consecutive twelve-month period, your employment will be terminated. If it is necessary for you to be absent for two or more consecutive days for the same reason, the absence will count as only one occurrence.

Contact your supervisor for the guidelines regarding the implementation of this policy in your department as well as department specific attendance policies.

6.2. Short Term Absence (Less than one week)

Under certain circumstances, and at the discretion of your supervisor, you may be permitted to be absent from work on a short-term basis of one week or less. Short-term absences are unpaid unless State or Federal law requires payment. All short-term leaves must be communicated to manager or Human Resources prior to leave date. The company has the right to request the employee to take vacation or holiday to cover the time off. Circumstances that may warrant an approved absence are:

1. Sickness or injury resulting in temporary disability of yourself or a member of your immediate family (The company reserves the right to request medical documentation.
2. Death, funeral, or estate settlement in your immediate family (parents, parents through law, spouses, siblings, children, grandparents, grandchildren)
3. Your marriage or the marriage of a member of your immediate family. (must be approved by manager, vacation or holiday must be used).
4. Personal business which cannot be conducted outside of normal working hours (vacation or holiday must be used).

5. Testifying as a witness in a judicial hearing.
6. Emergency closing of the Company's premises.

Jury Duty: If you are called for jury duty, you must notify your supervisor as soon as practical and provide written proof of jury service for each day that you are absent from work. If jury service ends during your shift, you are expected to report to work for the remainder of your shift. Days absent from work for jury service will not affect the accrual of seniority or benefits. Jury duty is typically unpaid time off except as may be required by State law.

6.3. Long Term Absence (More than one week)

Mesa Airlines, Inc. offers employees several types of leave to assist with a need to be away from work. A leave of absence offers time away from job responsibilities for employees under appropriate circumstances, set forth by law and policy. Mesa Airlines, Inc. will consider such requests for leave in light of all applicable laws as well as the policies of the Company. It is important for you, as the employee, to understand the types of leave and provide information in a timely manner so your request may be considered.

All leaves of absence are leave without pay, but employees must apply any accrued sick and/or vacation time (as applicable). Employees enrolled in the Company's health insurance plans may continue coverage during approved Leaves of Absence provided that the full monthly premiums are paid by the employee within 30 days of each 1st day of the month.

****Flight privileges are given only to active employees and family members and therefore are not available to employees on leave unless provided otherwise by law.***

Requests for long term leave of absence or any extension to a leave of absence must be submitted to your supervisor at least 30 days prior to the beginning of the anticipated leave period or extension when the basis for such leave is reasonably foreseeable. If the leave is not reasonably foreseeable, reasonable notice under the circumstances must be provided. We ask for your good faith in this, as the business needs often require that we find a replacement for you during your absence, and the more advance notice we have, the better we are at minimizing the impact caused by your leave.

The ***final decision*** concerning the request for leave will be at the discretion of the Human Resources Department. Please contact Human Resources if you have any questions about the policy or process.

There are four categories of leave at Mesa Airlines, Inc. Air Group.

Family Medical Leave: Mesa Airlines, Inc. complies with the Family and Medical Leave Act of 1993 (FMLA). For additional information regarding your rights under FMLA, please see Appendix 1 (the Department of Labor's Employee Rights and Responsibilities Notice) which is incorporated herein. An employee who meets the eligibility requirements

may be granted FMLA leave for up to 12 weeks/84 days (72 days for flight crew members) for any of the following reasons:

1. The birth of a child, or the placement in their home of a child for adoption or foster care;
2. The need to care for your spouse, son, daughter or parent who has a serious health condition (as defined by law and determined by the Company); or
3. A serious health condition (as defined by law and determined by the Company) that prohibits the employee from performing the essential functions of their employment position, even if only temporarily.
4. Long Term Military/Armed Forces Leave for Family.

Mesa utilizes a “rolling” twelve-month period measured backward from the date an employee uses any leave under the Act to track leave usage. An eligible employee is permitted 12 weeks (72 days for flight crew members) of leave during any rolling year, though additional leave period may be available depending upon the circumstances.

The eligibility requirements for leave granted under FMLA are as follows:

Eligibility Requirements for non-flight crew employees:

1. Employee must have been employed by Mesa Airlines, Inc. for at least 12 months;
2. Employee must have worked at least 1,250 hours during the previous 12 months; and
3. Employee must provide a statement/certification from a health care provider attesting to the applicable circumstances.

Eligibility Requirements for flight crew employees:

1. Crewmember must have been employed by Mesa Airlines, Inc. for at least 12 months;
2. Crewmember has worked or been paid at least 60 percent of the monthly guarantee for the previous 12 month period; and
3. Crewmember has worked or been paid for not less than 504 hours during the previous 12 month period.
4. Crewmember must provide a statement/certification from a health care provider attesting to the applicable circumstances.

When to Apply:

Foreseeable Events: When need for leave is foreseeable, such as the birth, adoption or placement of a child, or planned medical treatment (including scheduled doctor's appointments), the employee must provide 30 days notice and must make reasonable efforts to schedule leave so as not to disrupt Company operations. If the need for leave is not foreseeable, notice must be given as soon as practicable, and generally must comply with the Company's call-in or notice requirements for unscheduled absences, unless that is not possible.

Unforeseeable Events: For unforeseen events, such as accidental injury causing a serious health condition, premature birth or a sudden change in health, employees should give notice of the need for leave as soon as possible and practical to do so (preferably by submitting the Application, but at least orally and with the necessary specificity and detail in order to evaluate the applicability of laws including compliance with FMLA, the Americans with Disabilities Act, and Company policy).

You must provide the following information related to an application for FMLA leave:

1. Health care provider's contact information.
2. The date the serious health condition began and how long it will last.
3. Appropriate medical facts about the condition, with sufficient information to allow the Company to determine whether FMLA or another law may apply to your request.
4. For leave for the employee's own serious health condition, information showing that the employee cannot perform the essential functions of the job.
5. For leave to care for a family member, a statement of the care needed.
6. For intermittent leave, information showing the medical necessity for intermittent or reduced schedule leave and either the dates of any planned leave or the estimated frequency and duration of expected incapacity due to the condition.
7. A telephone number, address and email where you may be reached for further information.

For unforeseeable leaves, you must submit the application as soon as practical even if notification has been verbally given. In no event should the application be submitted later than 15 calendar days following the request for leave, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

Information Regarding Family Medical Leave (FMLA)

Certification of Serious Health Condition: When requesting FMLA, employees must provide a Certification of Health Care Provider (the “Certification”) (a copy of which is included in the Appendix) to supply the information needed to evaluate the request for a leave of absence. The Certification must be completed by a qualified health care provider and contain all of the information requested. Recertification will be requested every six months, though recertification will be requested where the documentation indicates appropriate, such as when the condition was expected to last only a short duration. The Company must evaluate whether a given condition meets the definition of a serious health condition. The Company may request clarification of the Certification or completion of the Certification, as many health care providers do not thoroughly fill out the form with the information needed to assess the situation. It is the employee’s responsibility to ensure that the certification is fully completed by the Health Care Provider.

Under the FMLA, Mesa Airlines, Inc. may request that the applicant see an independent health care provider for a second and/or third opinion. Furthermore, the Company may also request a fitness for duty evaluation and certification completed by a healthcare professional if the condition appears to affect the employee’s ability to safely perform his or her job.

Timing of Certification: Employees should submit the Certification with the Application for a leave of absence. In no event should the Certification be submitted later than 15 calendar days following the application for a leave, unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts. Insufficient or incomplete certifications will not be evaluated but instead will be returned to the employee. If certification is deficient, the employee has seven calendar days to cure the deficiencies. Failure to correct the deficiencies within seven days will result a delay or denial of the leave request. Mesa Airlines, Inc. also has the right to request periodic additional Certifications during a FMLA leave. *It is the employee’s sole responsibility to obtain all information from the health care provider.*

Definition of Serious Health Condition: FMLA will not be granted for a health condition unless it is for an illness, injury, impairment, physical or mental condition that involves one or more of the following:

1. Any period of incapacity or treatment connected with inpatient care (e.g. an overnight stay) in a hospital, hospice or residential medical care facility; or
2. A period of incapacity requiring more than **three calendar days** from work school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
3. Any period of incapacity due to pregnancy, or for prenatal care; or

4. Any period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or
5. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.); or
6. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).

Inability to Perform Essential Functions of a Job is Requirement for Employee

Medical Leave: To take FMLA in connection with their own serious health condition, the Medical Certification must state that the employee is not able to perform the essential functions of their employment position, even if temporary or intermittent.

Medical Necessity for Family Medical Leave: Employees may take FMLA leave to assist or care for a family member only if the Certification states that the care is needed.

Return to work after FMLA Leave: Employees who return to work from fulltime FMLA due to their own serious health condition must provide certification that they are able to resume working if their Certification from their health care provider indicated that they were unable to work during the leave and did not specify a date to return to duty. The return to work can be with or without restrictions.

Restrictions on New Child Leave: Leave to care for a new child must be taken within twelve months of the child's birth or placement. Such leave also must be taken at one time unless special arrangements are made. If both father and mother work for Mesa Airlines, Inc., they will be entitled to a total of 12 weeks combined rather than 12 weeks each (72 days for flight crewmembers).

Information Regarding Intermittent or Reduced Schedule FMLA:

Intermittent or Reduced Schedule Leave: If and only if it is medically necessary, FMLA may be taken on an intermittent or reduced schedule basis. When it is necessary to take leave, you must notify the company at least two hours in advance of your scheduled shift through normal reporting methods, if possible. Intermittent or reduced schedule leave will be counted on an hour-by-hour basis to apply toward the 12 week maximum per twelve months for non-flight crew. Flight crew intermittent or reduced schedule leave will be counted in full day increments to apply toward the 72 days of leave per rolling year. Intermittent leave is not available to care for a newborn or newly placed adopted or foster care child.

Calculation of leave entitlement for Intermittent FMLA:

Flight Crew: In accordance with the special rules for airline flight crew employees under the Family Medical Leave Act, flight crew member will be entitled to 72 days of intermittent leave which shall be taken in full day increments.

Non-Flight Crew: Intermittent leave is based on a normal workweek. Employees are entitled to 12 normal workweeks of intermittent leave. An employee who normally works 40 hours per week would be entitled to 480 hours (40 hours X 12 Weeks = 480 hours). Leave shall be taken in one hour increments.

Health Insurance when on Intermittent or Reduced Schedule Leave:

If after 12 weeks (72 days for a flight crew member) of FMLA you are working less than 20 hours per week, you will be required to continue your coverage on COBRA until returned to full time (35 or more hours per week) status, pursuant to the terms of our health insurance policies. Copies of these policies are available for your review.

Additional Requirements: There must be a medical reason for an intermittent or reduced schedule leave that is supported by appropriate medical Certification. In appropriate circumstances, this includes the frequency and duration of each event. In instances where it is appropriate, the employee must inform Mesa Airlines, Inc. about the anticipated treatment schedule and the reasons for the proposed schedule. Employees who need to take FMLA leave intermittently or on a reduced leave schedule for such purposes must attempt to schedule their leave so as not to disrupt Mesa Airline, Inc.'s operations.

Alternative Position or Schedule: Mesa Airlines, Inc. may require an employee to work in a different position or on a different schedule during the period of intermittent or reduced schedule leave that will better accommodate the necessities of the leave schedule. The alternative position will have the same hourly pay and benefits as the position held prior to the commencement of the leave as required by law under FMLA.

Information Regarding FMLA Leaves of Absence:

Compensation: Employees must use any accrued vacation and sick leave during the absence unless prohibited by a collective bargaining agreement. Regardless, any time off will still count against your FMLA leave time, whether it is paid or unpaid.

(Union members may want to refer to their union contracts regarding paid time off however sick time will only be paid when the FMLA leave of absence is for the health condition of the employee, and not the health condition of a sick family member.)

Second Job:

Employees are prohibited from working at a second job while on leave.

Health Insurance:

Availability: During any leave and provided all premiums are paid, employees will continue to be covered by Mesa's group health insurance.

Payment of the Employees Portion: During a leave, employees are responsible to pay their portion of the insurance premium as though they continued in active employment. If receiving vacation or sick leave pay while on leave, the premium will continue to deduct from your pay for that period. All premiums should be submitted to the corporate business office, attention Benefits Department. Premiums may be paid in advance, but must be paid no later than 30 days after the date due. Mesa Airlines Inc.'s obligation to continue coverage stops if the employee's premium payment is more than 30 days late and Mesa has given the employee written notice at least 15 days in advance advising that coverage will cease if payment is not received.

Failure to Comply: If employees fail to comply with these requirements, their coverage may lapse.

Failure to Return: Coverage may stop if Mesa Airlines, Inc. learns and verifies that the employee does not intend to return to employment. In some circumstances, Mesa Airlines, Inc. may recover premiums it paid to maintain health insurance coverage for an employee who fails to return to work from FMLA leave.

Other Benefits:

Certain types of earned benefits, such as seniority, longevity or paid leave, do not continue to accrue during periods of unpaid FMLA leave provided that such benefits do not accrue for employees on other types of unpaid leave.

Job Restoration:

Upon return from FMLA leave, an employee will be restored to his or her original job, or to an "equivalent" job, which means virtually identical to the original job in terms of pay, benefits and other employment terms and conditions.

Medical Leave (ML): This leave may be granted to employees who do not meet the employment requirements under FMLA or who have exceeded the leave allowed under FMLA. Medical Leave allows employees unpaid leave as determined by the Company. Employees must provide a statement from a health care provider attesting to the necessity of the leave.

In addition, this type of leave may be granted to flight crew members in accordance with the applicable collective bargaining agreement. When a flight crew member is placed on a medical leave of one week or more, the leave will be designated as FMLA and count against the flight crew member's 72 days allowed under the law.

Personal Leave: Requests for such leaves must be submitted to your departmental Vice President in writing and will be granted solely at the company's discretion and will be based on Company need as determined by HR. Initial Personal Leave periods will not exceed 90 days unless there is executive approval.

Military Leave: A leave of absence for required military active duty will be approved in accordance with applicable laws. Employees on Military Leave will continue to accrue/receive certain benefits in accordance with applicable laws. When a military leave is extended, proper documentation must be submitted to the company.

On the Job Injury (OJI) Leave: When an employee is injured on the job and is required to take leave of absence, the leave will be approved in accordance with applicable laws. In accordance with the FMLA, this type of leave will be designated as FMLA and count towards the 12 weeks allowed under the law. Employees on OJI Leave will be allowed to continue their health benefits for the duration of leave so long as the employee premiums are paid continuously during this period.

It is Mesa Airlines, Inc.'s intention to comply with all federal, state, and local laws. If you have questions or concerns, please talk with Human Resources. Mesa Airlines, Inc. does not retaliate against any employee seeking FMLA or any other protected leave.

Forms Related to Policy: The following forms are to be used with this policy:

1. Family or Medical Leave of Absence Application Form
2. Certification of Health Care Provider for Family Member's Serious Health Condition
3. Certification of Health Care Provider for Employee's Serious Health Condition.
4. Return to work Status Form

Additionally, some states have leave laws, which may provide additional leave benefits to employees. Policies fully describing state leave laws can be found at your respective state labor board.

***If proper documentation for any kind of leave is not provided, the employer will assume you have abandoned your job.**

***Leave applications can be found in the employee handbook or on the employee benefits web page.**

Applications should be faxed or emailed to your Base Administrator or manager.

Worker's Compensation

On the job injuries are covered by worker's compensation insurance which is provided at no cost to you. If you are injured during working hours, on any Company property, or while on Company business, you must immediately notify your supervisor and complete the proper paperwork ("First Report of Injury"). The following guidelines will be followed if you must be away from your job due to a worker's compensation claim:

1. Flight benefits will be suspended during your absence and reinstated upon your return to work.
2. Your Company ID is to be turned in to the first level manager in your department. Your ID is returned upon your return to work.
3. No vacation time will accrue during your absence from work.
4. You must continue to pay your portion of all health plan insurance premiums while away from work.
5. If you wish, you may continue payments on any Flexible Spending Accounts.

To ensure your well-being, certain job functions require the use of safety devices. Failure to use Company required safety devices can, in many states, result in denial or reduction of worker's compensation benefits and can result in discipline up to and including termination. The Company also asks your assistance in alerting management to any conditions, which could lead or contribute to employee accidents. As an employee of Mesa Airlines, Inc. your first priority should always be safety!

6.4. Time off for Voting

Employees will be granted time off for voting in accordance with applicable State and Federal regulations.

6.5. Floating Holidays

Due to the nature of the airline industry, the Company does not close on holidays. However, after 90 days of full-time employment, employees will begin accruing 1.54 hours of holiday pay per pay period.

Generally, the corporate office recognizes the following holidays:

New Year's Day
Memorial Day
Independence Day
Thanksgiving
Christmas

Floating Holidays continued:

These are flexible holidays, and can be taken when the employee prefers, with Supervisor approval. Holiday pay is paid at your regular rate of pay and does not count towards overtime. Holiday time must be used while employed and is therefore not paid out at separation from the company.

6.6 Vacation Policy (outside of Arizona):

Eligibility & Accrual

Full-time non-union employees are eligible for paid vacation after 90 days of employment. The amount of vacation time will be based on years of service as of January 1, rounded up to the nearest whole year. Vacation time will be granted as outlined below:

Years of Service	Hours	Hours Earned per Pay Period
90 Days up to 2 Years	40	1.54
2 Plus Years up to 4 Years	80	3.08
4 Plus Years	120	4.62

*First year of service may be less due to 90 day waiting period

Example: An employee hired on September 1st who has completed 2 years and 4 months of service as of January 1 will accrue Vacation at the 3 year rate.

Use and Scheduling of Vacation

All vacation time is available for use at the beginning of each calendar year and will be awarded annually. Vacation is vested each pay period in accordance with the schedule above. Partial years will be prorated accordingly. Vacation pay will be paid at a rate equal to your regular rate of pay at the time vacation is used and does not count toward overtime.

The Company will attempt to grant all employees vacation requests at the time they desire to take it. However, the Company must maintain adequate staffing at all times. Therefore, vacations must be scheduled in advance and with prior approval of the employee’s supervisor. A department may impose additional guidelines as necessary to assure efficiency and adequate staffing levels. Many departments do not allow vacation to be scheduled between November 1st and January 15 due to high passenger demand.

Unused Vacation Time

Employees are encouraged to use available paid vacation time for rest, relaxation and personal pursuits. In the event that available vacation time is not used by the end of the calendar year, unused time cannot be carried forward to the next year. Therefore, any remaining vacation balance at the end of each calendar year will be forfeited.

In the event that the Company cancels an employee’s vacation and the cancelation results in forfeiture of vacation time, the vacation time associated with the cancelation will be placed in the Banked Vacation pool or paid to the employee at the Company’s discretion.

Termination of Employment

Upon termination from the Company, the final paycheck will include an amount for all accrued and vested, but unused vacation pay. Should an employee terminate before the end of the calendar year, vacation time will be prorated based on the vesting schedule listed above. In the event that a negative balance exists at the time of termination, the cost of the negative balance will be deducted from the employee’s final check. The maximum amount of vacation time payable to the employee at the time of termination is 120 hours.

Collective Bargaining Agreements

The provisions of this Vacation policy shall not apply to employees covered by a collective bargaining agreement. The provisions of this Vacation policy shall also not apply to employees covered by any other valid collective bargaining agreement, to the extent such requirements are waived in the collective bargaining agreement.

6.7 Paid Time Off (PTO) Arizona Only

The purpose of Paid Time Off (PTO) is to provide employees with flexible paid time off from work.

Eligibility & Accrual

Non-union Arizona based employees will begin accruing PTO on date of hire, or after July 1, 2017, whichever is later. Employees hired after July 1, 2017, are only eligible to begin using PTO on the 90th calendar day after commencing employment. The maximum amount of PTO time that an employee can accrue or use per calendar year will be based on years of service as of January 1 of each respective year, rounded up to the nearest whole year, as outlined below:

Years of Service	Hours earned every 30 hours worked	Total Max Hours per Year
Up to 2 Years	1	40
2 Plus Years up to 4 Years	1.16	80
4 Plus Years	1.74	120
* First year of service may be less due to date of hire * PTO will not be accrued in pay periods during which unpaid leaves are taken.		

Example: An employee hired on September 1st who has completed 2 years and 4 months of service as of January 1 will accrue PTO at the 3 year rate.

PTO time is available for use at the beginning of each calendar year and will be awarded annually. Your PTO will vest every thirty hours in accordance with the schedule above. PTO may be taken in hourly increments. PTO pay will be paid at a rate equal to your regular rate of pay at the time PTO is used and does not count toward overtime.

The Company will attempt to grant all non-union Arizona employees PTO requests at the time they desire to take it. However, the Company must maintain adequate staffing at all times. When the need for use of PTO is foreseeable, an employee must make a good faith effort to provide notice of the need for such time in advance, and make a reasonable effort to schedule time away in a manner that does not unduly disrupt the Company's operations. Where the need for leave is not foreseeable, an employee must contact his or her supervisor as soon as possible about the absence. Where an employee uses PTO over three or more consecutive work days, he or she must provide reasonable documentation.

Rollover Hours

Employees can rollover up to 40 hours of accrued, unused PTO to the following calendar year. Rollover balances must be used first before any new PTO hours are used.

Roll over balances cannot exceed 40 hours.

Termination of Employment

Employees are paid for the PTO they have accrued but not used at the end of their employment. If an employee has used PTO time not yet accrued, and employment terminates, the PTO is deducted from the final paycheck. If you leave the company within your first 90 days of employment, accrued PTO will not be paid.

Collective Bargaining Agreements

The provisions of this PTO policy shall not apply to employees covered by a collective bargaining agreement in effect on July 1, 2017. The provisions of this PTO policy shall not apply to employees covered by any other valid collective bargaining agreement, to the extent such requirements are waived in the collective bargaining agreement.

*Employees are entitled to earned Paid Time off and the amount of earned paid sick time, the terms of its use are guaranteed by law. Retaliation against employees who request or use earned Paid Time Off is prohibited. Each employee has the right to file a complaint if earned Paid Time Off as required by law is denied by the Company or the employee is subjected to retaliation for requesting or taking earned paid sick time. The employee may contact the Industrial Commission of Arizona at 602-542-4515 with any questions about rights and responsibilities under the law relating to sick leave.

SECTION 7 PORTRAYING THE MESA AIRLINES, INC. IMAGE

You are the face of Mesa Airlines, Inc. Our passengers will base their travel experience largely upon their perceptions of the employees they encounter on their journey. It is very important that each Mesa Airlines, Inc. employee strive to maintain a professional image at all times. Typically, this is easy to do when the operation runs smoothly. Unfortunately, despite our best efforts, there will be irregular operations. It is during these periods that your ability to maintain a professional appearance and attitude will allow Mesa Airlines, Inc. to exceed our customer's expectations and allow Mesa Airlines, Inc. to rise above our competitors. In addition, it is important to recognize that your actions at work have a direct impact on the Company's ability to maintain a professional atmosphere. In order to achieve these goals, keep these policies in mind.

7.1. Professional Courtesy

At Mesa Airlines, Inc. one of our highest priorities is treating our customers and other employees in a friendly, helpful, and respectful way. The Company relies on you to show our customers that we care about them, their needs, and their concerns whether in person or on the phone. The Company also relies on you to show this same level of respect and concern to employees in other departments and locations by returning phone calls and e-mails promptly, politely, and efficiently. During the Term of employment and thereafter, employees agree to take no action that is intended, or would reasonably be expected, to harm the Company or its or their reputation or that would reasonably be expected to lead to unwanted or unfavorable publicity to the Company.

7.2. Dress, Appearance and Company Image

Every employee of Mesa Airlines, Inc. contributes to the Company's overall public image during working hours. Appropriate attire enhances an employee's effectiveness in providing superior service. All employees of the Company are expected to be neat and clean, and to wear appropriate business attire or designated uniform.

Your position may require that you wear a uniform on duty. This uniform should always conform to Company standards and or that of the appropriate codeshare partner. You should not wear your uniform, or any individual parts of it, outside of work except for any travel to and from work. Under no circumstances should your uniform be worn in any location reasonably likely to reflect negatively upon the Company particularly in bars or similar establishments.

If your department does not require a uniform, you are expected to dress in acceptable business attire unless it is a designated casual day. Casual business dress should always be neat and clean. Jeans are acceptable if approved by department manager. If worn, jeans must be without holes and neat in appearance. Shorts, tank tops, midriff tops and t-shirts are not allowed.

As noted previously, good judgment is an important quality in a Mesa Airlines, Inc. employee. Remember, people you come into contact with while on duty will have an initial impression of you based in part upon your appearance. By using good judgment, appearance issues can be avoided entirely. However, if you have any questions about the appropriateness of a specific

item of clothing, please check with your supervisor before wearing it to work. Employees who

come to work dressed inappropriately will be sent home to change clothes. Repeated violations of this policy will warrant further discipline.

7.3. You and the Public

When you are working, you represent the Company. Most people will form their impressions of the Company through contact with you. Please remember to create a good impression by being courteous, respectful, professional and helpful to everyone you meet while performing your duties. Conducting your affairs in such a manner as to damage the Company's public image may result in discipline up to and including termination.

7.4. Talking to the Media

Airlines are highly visible and are often portrayed by the media in a negative light. As a result, comments regarding the Company, the Company's operations, or comments while wearing a Mesa Airlines, Inc. uniform or Mesa Airlines, Inc. logo should be avoided. All Media inquiries must be handled by the Corporate Communications Department (602) 685-4000. Employees are to refrain from any communication with the news media in any form whether on or off the record, where the communication references the Company, a Company employee or an employee's responsibility or duties within the Company. If you are communicating to the media or public about matters outside of the Mesa Airlines, Inc. scope of business you should not represent you are an employee of Mesa Airlines, Inc., nor should you wear any articles of clothing containing any Mesa Airlines, Inc. logo without the express consent of senior management (V.P. or above).

7.5. Tobacco Free Policy

Mesa Airlines, Inc. is committed to providing a safe and healthy workplace and to promoting the health and wellbeing of our employees, as well as our customers.

This goal can only be achieved through ongoing efforts to protect non-smokers and to help employees adjust to restrictions on smoking.

To keep our environment safe and healthy, tobacco use is strictly prohibited, on Company property, in Company vehicles, or while in attendance at Company training events except in designated smoking areas. If you are unsure of the location of acceptable smoking areas, please contact your supervisor. Because of the professional image Mesa Airlines, Inc. desires to portray to the public, it is important that you always refrain from tobacco use in view of passengers or while in uniform in a public area of an airport or Company property.

Our tobacco-free policy applies to the following:

Cigarettes	Dissolvable tobacco	Electronic cigarettes
Cigars	Smokeless tobacco	Herbal cigarettes
Pipes	Hookah's	Vapor-based cigarettes
Chewing tobacco	Snus	Water-based cigarettes
Snuff	Bidis	

7.6. Gifts and Entertainment

Our goal is to avoid all situations in which an employee's interest may conflict, or appear to conflict, with the Company's business interests. As a result, it is important that you consider all ethical considerations before accepting a gift or receiving entertainment at a vendor's expense. Gifts include money and tangible property, as well as services and discounts on purchases of goods and services.

To avoid even the appearance of a conflict of interest, gifts should not be accepted if they could reasonably be construed to unduly influence the Company's business relationships or create an obligation. Any gift of other than a nominal value from a customer, potential customer or supplier (generally less than \$75) should be returned to the sender with an explanation that it is against Company policy to accept such items.

No employee should give a gift of other than a nominal value (generally less than \$75) to any officer or employee of a customer or supplier if that gift could reasonably be construed to influence the Company's business relationship.

Employees transacting business with vendors or suppliers on behalf of the Company are not permitted to participate in sales incentive contests, games or promotions that confer personal benefits to the employee. For example, acceptance of a free microwave oven by an employee who purchases a specified level of supplies on behalf of the Company would be a prohibited transaction. Relationships with governments and governmental agencies and their employees are subject to laws of the states and of the United States. Mesa Airlines, Inc. and subsidiaries, parents or related entities and any of their officers or employees must not make any illegal payment, directly or indirectly, to any government official or any employee of a government or governmental agency. Like gifts, entertainment beyond a level that is reasonable, ordinary and necessary in a business relationship must be avoided. Any uncertainty should be brought to senior management for guidance.

7.7. Solicitation of Gifts for Charitable Causes

Mesa Airlines, Inc. encourages you to become active in your community. Mesa Airlines, Inc. also encourages you to become active in the Mesa Airlines, Inc. Angels Foundation, a charity founded by Mesa Airlines, Inc. designed to reach out to those of our family and communities in need of assistance. To find out more about the Mesa Airlines, Inc. Angels Foundation, visit its website at www.mesa-angels.com. For those interested in becoming active in the Foundation, contact the Corporate Communications Department at (602) 685-4000.

Although your participation and support of charitable causes is encouraged, it is important to avoid undertaking these activities during business hours. It is also important to avoid soliciting any customer, vendor or supplier for donations to charitable organizations as your employment with Mesa Airlines, Inc. may give rise to a conflict of interest.

7.8. Solicitation and Distribution

To prevent the disruption of business activities, to minimize distractions for all employees, and to preserve Company security, no employee may solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or the employees to whom the solicitation is directed. Likewise, no employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees to whom the distribution is directed.

As used in this policy, “working time” includes all time for which an employee is paid and/or is scheduled to be performing services for the Company; it does not include breaks periods, meal periods, or periods in which an employee is not performing services or work for the Company. Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Company property.

7.9. Confidentiality

Information about Mesa Airlines, Inc., its employees, customers, suppliers, and vendors is to be kept confidential. Protecting employee, customer, supplier, and Company information is the responsibility of every employee and has a direct impact on how the Company is perceived by others. Company information should not be discussed or presented electronically within the Company or with anyone who does not work for the Company unless necessary in the normal course of business. If you are in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with the Human Resources Department.

Confidential information includes, but is not limited to, information about new services, marketing campaigns, management strategy, operational directives, business plans, financial records, personnel and payroll records (regarding current or past employees), information regarding sales transactions, account information, information regarding customers, vendors, suppliers, any documents or information regarding Company operations, procedures or practices. Such confidential information may not be removed from the premises without express authorization.

All records and files maintained by the Company, including payroll records, are confidential and remain the property of the Company. Records and files are not to be disclosed to any outside party without the express written permission of the Company.

Confidential information obtained from the Company may not be used by any employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. The Company reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the unauthorized use of confidential information. Employees may be required to enter into written confidentiality agreements confirming their understanding of this policy.

SECTION 8 EMPLOYMENT GUIDELINES

8.1. Open Door Policy

Mesa Airlines, Inc. believes in open communication. If an employee has a suggestion or concern, management wants to know about it. In most cases, an employee can resolve matters by discussing them with his/her immediate supervisor. However, the Company recognizes that not all issues can be satisfactorily resolved between an employee and his/her supervisor. For that reason, if an employee feels that his/her matter has not been resolved or that he/she cannot discuss the issue with a supervisor, the employee should speak to a member of the Human Resource Department.

8.2. Employment Relations Philosophy

Mesa Airlines, Inc. is committed to providing a safe, harassment free workplace for you to perform your duties. We also wish to provide a supportive environment where you can achieve individual and Company goals in a workplace that is comfortable and progressive. You are important to us as an individual as well as a vital part of the Company team. We respect your importance and expect each of you to show mutual respect to the Company, your coworkers and our customers.

Mesa Airlines, Inc. has provided a workplace where communications are open and problems can be discussed and resolved in a mutually respectful atmosphere. We are committed to a progressive open-door policy of open and direct communications. We encourage you to bring your questions, observations, suggestions, complaints, opinions and compliments to your supervisor, or a Human Resource Department representative, or utilize the Employee Suggestions link on the employee page of Mesa Airlines, Inc.'s website. Careful consideration will be given to all employee communications in the Company's constant effort to improve operations.

8.3. Equal Opportunity

Mesa Airlines, Inc. is an equal opportunity employer and will not discriminate on the basis of sex, age, race, creed, color, disability, religion, sexual orientation, national origin, membership in the Armed Forces or National Guard, and/or any other characteristic protected by applicable federal, state and/or local law.

8.4. American with Disabilities Act (ADA)

It is the policy of Mesa Airlines, Inc. to employ and advance qualified individuals with disabilities at all levels of employment. In accordance with this policy and with its obligations under the Americans with Disabilities Act, Mesa Airlines, Inc. will make reasonable accommodations to known physical or mental limitations of a qualified individual with a disability unless the accommodation would impose an undue hardship on the Company. Any employee who believes that he or she may require such accommodation should contact the Human Resources Department. Information provided to the Company for this purpose will be kept confidential and will be shared only with individuals who need to know about the disability or accommodation involved.

8.5. Non Harassment

Harassment of Any Kind is Prohibited: Mesa Airlines, Inc. is committed to maintaining a work environment in which every employee is treated with respect and is free from all forms of harassment, including conduct that creates a hostile, intimidating or offensive work environment. As your employer, Mesa Airlines, Inc. will take all reasonable steps to prevent discrimination and harassment from occurring. In addition to prohibiting other forms of unlawful discrimination, Mesa Airlines, Inc. maintains a strict policy prohibiting sexual harassment and harassment because of race, color, national origin, ancestry, religion, creed, physical or mental disability, medical condition, marital status, age, military status, veterans' status, union or non-union status or any other basis protected under federal, state or local law.

This prohibition applies to all employees, including managers, supervisors and co-workers, and to vendors, customers or clients of Mesa Airlines, Inc. In order to maintain a professional and respectful work environment, Mesa Airlines, Inc. reserves the right to discipline any employee who engages in offensive sexual or other unlawful harassment toward an employee, agent, vendor, customer or client of Mesa Airlines, Inc.

Mesa Airlines, Inc. provides a confidential complaint procedure that provides a speedy, thorough, objective investigation of any claim of conduct that violates company policy, especially claims of harassment, unlawful discrimination and retaliation. See Section 8.9 for details.

Sexual Harassment Defined: Federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made a term or condition of employment; or
2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.
4. State and local law definitions of sexual harassment include various forms of offensive behavior, all of which are prohibited under Mesa Airlines, Inc.'s policy. The following is a partial list of that prohibited conduct:
 - a. Unwanted sexual advances of any kind;
 - b. Offering employment benefits in exchange for sexual favors;
 - c. Making or threatening reprisals after a negative response to sexual or romantic advances;
 - d. Visual conduct, such as leering, staring, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters;
 - e. Verbal conduct, such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, comments about an employee's body or dress, verbal sexual advances or propositions;
 - f. Written communications of a sexual nature such as suggestive or obscene letters, notes, jokes or invitations distributed in hard copy or via a computer network; or
 - g. Physical conduct, such as touching, assault, impeding or blocking movements, following or stalking, hugging, massaging or caressing; or
 - h. Retaliation for reporting harassment or threatening to report harassment.

Sexual harassment can occur between employees of the same sex. It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females.

Other Types of Harassment: Prohibited harassment on the basis of race, color, national origin, ancestry, religion, creed, physical or mental disability, medical condition, marital status, age, military status, veterans' status, union or non-union status or any other protected basis includes behavior similar to sexual harassment, such as:

1. Name calling;
2. Derogatory statements or slurs;
3. Statements directed at, or regarding a person's ethnicity, race, religion, veterans' status, age, membership in or refusal to join a labor organization or acceptance of a nonunion position, or any other protected classification or status;
4. Verbal conduct, such as threats, derogatory comments, epithets, slurs, racially explicit jokes, comments about an employee's body or dress;
5. Written communications and visual conduct, such as displaying or disseminating derogatory posters, photographs, cartoons or drawings, and making offensive or derogatory gestures; or
6. Physical conduct, such as assault, unwanted touching, impeding or blocking movements, following or stalking or physical actions designed to alienate any employee based upon a protected status.
7. Retaliation for reporting harassment or threatening to report harassment.

Mesa Airlines, Inc.'s Complaint Procedure: Any employee who believes that he or she has been the victim of harassment prohibited by this policy should immediately tell the harasser to stop his/her unwanted behavior. Regardless of whether an employee confronts the harasser, any employee who believes he/she has been harassed on the job, or who is aware of the harassment of others, should immediately file a complaint in accordance with the Formal Complaint Procedure as specified in section 8.9 and/or contact the Human Resources Department.

All incidents of prohibited harassment that are reported will be investigated. When an allegation of harassment is reported, Mesa Airlines, Inc. will immediately undertake or direct an effective, thorough and objective investigation. The investigation will be conducted with appropriate confidentiality and discretion. Upon completion of the investigation, a determination regarding the alleged harassment will be made and communicated to the employee(s) who complained and the alleged harasser(s). If Mesa Airlines, Inc. determines that prohibited harassment has occurred, it will take appropriate disciplinary action to ensure that the conduct will not reoccur and will assure the person claiming harassment that appropriate disciplinary action has been taken. The type of discipline administered will depend upon the severity of the conduct as well as any other factors presented in the particular circumstances. Employees violating this policy are subject to discipline up to and including termination.

Mesa Airlines, Inc. strictly prohibits retaliation against any person for using this complaint procedure, reporting harassment, or for filing, testifying, assisting or participating in good faith in any manner in any investigation, proceeding or hearing conducted by Mesa Airlines, Inc. or a governmental enforcement agency. Prohibited retaliation includes, but is not limited to termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit. Adverse action that may have been inappropriately taken in violation of this policy will be reversed.

Although Mesa Airlines, Inc. encourages employees to make claims when they have knowledge of harassment, those claims must be made in good faith. Making a false claim of harassment is prohibited and will result in disciplinary action up to and including termination.

Mesa Airlines, Inc. does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties and does not sanction such conduct on the part of any employee, including management employees. Accordingly, to the extent permitted by law, Mesa Airlines, Inc. reserves the right not to provide a defense or pay damages assessed against a person for conduct in violation of this policy.

8.6. Policy Against Workplace Violence

The safety and security of Mesa Airlines, Inc. employees is of vital importance. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the Company, or which occur on Company property, will not be tolerated.

This prohibition against threats and acts of violence applies to all persons involved in the operation of the Company, including, but not limited to, Mesa Airlines, Inc. personnel, contract and temporary workers and anyone else on Mesa Airlines, Inc. property, including its customers. Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

Workplace violence is any intentional conduct that is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property. Examples of workplace violence include, but are not limited to, the following:

1. Threats or acts of violence occurring on Company premises, regardless of the relationship between the Company and the parties involved in the incident;
2. Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of Mesa Airlines, Inc.;
3. Threats or acts of violence occurring off Company premises involving an employee of the Company if the threats or acts could affect the business interest of Mesa Airlines, Inc.;

4. Threats or acts of violence occurring off Company premises of which an employee of the Company is a victim if the Company determines that the incident may lead to an incident of violence on Company premises;
5. Threats or acts resulting in the arrest, detention or conviction of an employee or agent of Mesa Airlines, Inc. or of an individual performing services for Mesa Airlines, Inc. on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence that has the potential of adversely affecting the business interests of Mesa Airlines, Inc.

Specific examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to the following:

1. Threatening physical or aggressive contact with another individual;
2. Threatening an individual or his/her family, friends, associates or property with physical harm;
3. The intentional destruction or threat of destruction of Company property or another's property;
4. Harassing or threatening phone calls;
5. Surveillance;
6. Stalking;
7. Veiled threats of physical harm or like intimidation;
8. Bringing any weapon, licensed or otherwise on Company premises.

Workplace violence does not refer to occasional comments of a socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, it refers to behavior that is personally offensive, threatening or intimidating.

Any person who engages in violent threats or actions on Company property may be removed from the premises as quickly as safety permits and may be required, at the Company's discretion, to remain off Company premises pending the outcome of an investigation into the incident.

Mesa Airlines, Inc. will make the sole determination of whether, and to what extent, threats or acts of violence warrant disciplinary action by the Company. In making this determination, the Company will undertake a case-by-case analysis to ascertain whether there is a reasonable basis to believe that workplace violence has occurred or may occur in the future. If the investigation reveals that an employee has violated this policy, Mesa Airlines, Inc. will take appropriate action to ensure that the violent conduct does not occur again.

8.7. Weapon Policy

Mesa Airlines, Inc. is committed to a weapon-free environment to ensure the safety of our employees, their co-workers, and the customers we serve. Possession of firearms, or other legal or illegal weapons, concealed or otherwise, on Company premises, in Company vehicles, or while engaged in Company activities, is prohibited. This policy prohibits even the possession of a weapon on Company property by the holder of a concealed weapon permit.

If Mesa Airlines, Inc. has a reasonable suspicion that you have violated the weapon-free policy, the Company reserves the right to take any and all appropriate and lawful actions necessary, including the confiscation of any weapon brought onto Company premises.

8.8. Policy Against Retaliation

In accordance with applicable law, Mesa Airlines, Inc. prohibits retaliation against any employee because of the employee's opposition to a practice the employee reasonably believes is discriminatory, including sexual harassment, or because of the employee's good faith participation in an employment discrimination investigation, proceeding or hearing, or because of the employee's involvement in an OSHA proceeding, workers compensation proceeding, or for jury service. Mesa Airlines, Inc. also prohibits retaliation against any individual for being a member or choosing not to be a member of a union, or accepting a non-union position. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit. Any retaliatory adverse action is unlawful and will not be tolerated.

Examples of Opposition: Opposition to perceived discrimination includes threatening to file a discrimination complaint with the EEOC, state agency, union or court, or complaining or protesting about alleged employment discrimination to a manager co-worker or other official. Opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative. A complaint about an employment practice constitutes protected opposition only if the employee communicates to Mesa Airlines, Inc. a reasonable good faith belief that the practice opposed constitutes unlawful employment discrimination. Opposition in a manner which disrupts the workplace, or which constitutes an unlawful activity, or engaging in badgering or threatening of employees or supervisors is not protected.

Examples of Participation: Mesa Airlines, Inc. will not tolerate retaliation against any individual because he/she has filed a charge, testified, assisted or participated in any manner in an investigation, proceeding, hearing or litigation under federal or state employment discrimination statutes. Mesa Airlines, Inc. also prohibits retaliation against someone closely related to or associated with the employee exercising such rights.

Mesa Airlines, Inc.'s formal complaint procedure provides for an immediate, thorough and objective investigation of any claim of unlawful retaliation. If you believe that you have been retaliated against in violation of this policy you should immediately file a complaint in accordance with the Formal Complaint Procedure as specified in Section 8.9 and/or contact the Human Resources Department.

All complaints of prohibited retaliation that are reported to management will be investigated. Mesa Airlines, Inc. will immediately undertake and direct an effective, thorough and objective investigation of the retaliation allegations. The investigation will be conducted with appropriate confidentiality and discretion. Upon completion of the investigation, a determination regarding the alleged retaliation will be made and communicated to the employee who complained and the person(s) accused of retaliation. If Mesa Airlines, Inc. determines that an individual has suffered adverse action in retaliation for opposition to alleged employment discrimination or participation in a proceeding related to alleged employment discrimination, it will take effective remedial action appropriate to the circumstances. Mesa Airlines, Inc. will also take action to deter any future retaliation. If a complaint of unlawful retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

8.9. Formal Complaint Procedures

The Company's Formal Complaint Procedure is designed to provide a timely, thorough and objective investigation of any claim of conduct contrary to company policy. Specifically, this procedure provides a method for filing a complaint in regards to Harassment, Unlawful Discrimination or Retaliation. It is strongly recommended that any harassment, unlawful discrimination, or retaliation be reported soon as possible.

Any employee who believes that he or she has been the victim of illegal behavior or behavior prohibited by company policy should immediately tell the person to stop his/her unwanted behavior. Regardless of whether an employee confronts the person, any employee who believes he/she has been harassed, discriminated against or retaliated upon while on the job, or who is aware of such behavior, should immediately take the following action:

Initially direct his/her complaint to an immediate supervisor when possible. In addition, a Formal Complaint Form must be filed. This form can be found on the Employee Website under Human Resources. It may also be obtained by contacting Human Resources at (602) 685-4000 or the Legal Department at (602) 685-4145.

Upon receipt of a Formal Complaint Form, the Human Resources representative will contact the employee and schedule an appointment to discuss the complaint. After the initial meeting, an investigation will be conducted. Upon completion of the investigation, a determination regarding the alleged incident will be made and communicated to the employee(s) who complained and the person toward whom the allegations were directed.

If the employee feels the situation was not resolved appropriately, a written appeal must be submitted to the Senior VP of Administration and Human Resources for review within two weeks of the date a determination was made. The submission of the written appeal should include the reason for the appeal, any new evidence regarding the claim, and suggestions on ways to resolve the problem.

Upon full review, the Senior VP of Administration and Human Resources will make a final decision regarding the complaint.

8.10. Personnel Records

Your employment records are maintained by the Human Resource Department at the headquarters office in Phoenix. Your personnel file contains copies of documents relating to your employment, as well as a record of vital statistics such as your name, address, telephone number, persons to notify in case of an emergency, insurance beneficiary and tax information. Documents that are required by Federal or State law to be kept confidential are maintained in a separate file to which Human Resource and managerial employees have access on a strictly need-to-know basis.

Should you wish to review your personnel file during your employment with the Company, you must submit a written request to the V.P. of Human Resources. Releasable portions of your file will be made available for your review as soon as practicable or in accordance with Federal or State regulations.

Employee Responsibility to Keep Information Up to Date: You are responsible for keeping personal contact information up to date. When any information changes, utilize the Employee Self Service (ESS) system through your workstation or the Intranet at Mesa Airlines, Inc.'s website to make these changes immediately. The ESS User Guide can assist you with this process. Instructions and the ESS User Guide are available on the Mesa Airlines, Inc. website. It is important to keep all information up to date and correct because this allows the Company to reach you or a family member in an emergency, properly maintain your insurance and other benefits, and correctly administer payroll deductions, etc. If the Company is unable to contact you due to inaccurate or untimely information you may be subject to disciplinary action up to and including termination of your employment.

Infoline Service: When you need employment information released to an outside source (such as a mortgage or loan company) you are to utilize our automated employment verification Infoline. This service is automatically available 24 hours a day for employment information such as employment date, title, and active status. If you require the system to give out payroll information you must set-up an access code first. If you have not received a copy of the Infoline user guide please access the Mesa Airlines, Inc. website. Employment and payroll information will not be provided through phone calls or forms sent to the Payroll or Human Resources Department.

8.11. You and Your Supervisor

Your supervisor is responsible for regulating your workflow and evaluating the quality of your work as well as providing professional support, direction, and encouragement. It is your responsibility to assist your supervisor, as well as your fellow employees in performing the functions assigned to your department.

Insubordination including, belligerent or disrespectful behavior toward your supervisor and refusal or failure to follow lawful instructions and perform work in the manner assigned by your supervisor or other management personnel, will not be tolerated.

8.12. Communications and Correspondence

Mesa Airlines, Inc. provides various communications and messaging systems to facilitate business communications among employees of Mesa Airlines, Inc., as well as with people outside of Mesa Airlines, Inc. These systems include the telephone, radios, US mail, voicemail, computers, electronic mail (or email), access to the Internet, and facsimile. As with other Company property, these systems are provided for authorized business use. Mesa Airlines, Inc. makes these systems available to its employees in order to facilitate business communication by allowing employees to work with each other, with clients and customers of Mesa Airlines, Inc. and with other individuals and by allowing them to connect to information and resources around the world. They are not intended, nor may they be used, for conducting personal employee business. All electronic communications systems or resources (“electronic resources”) and messages created, composed, sent and received through the use of Mesa Airlines, Inc.’s electronic resources are and remain at all times the private property of Mesa Airlines, Inc. They are not the private property of any employee, and no employee should have any expectation of privacy when using any of the Company’s messaging systems electronic or otherwise.

Mesa Airlines, Inc. has the right and may at any time monitor, review, access, intercept and/or disclose any or all employee communications and files. Please note that “deleted” or “erased” messages are still retrievable and therefore privacy and/or confidentiality cannot and will not be guaranteed to anyone with regard to any messages or information created, transmitted, received and / or stored on or through the Company electronic communications systems. As a condition of employment, employees are required to sign an acknowledgement form stating that they have received a copy of this policy, have reviewed and understand it and are aware that their electronic communications may be monitored by Mesa Airlines, Inc. at any time, both during and after business hours, with or without advance notice.

Mesa Airlines, Inc. prohibits use of its electronic communications systems for purposes of promotion or solicitation of any non-job-related activity or event including but not limited to commercial or personal ventures and/or religious, political or social causes. Additionally, the creation, access, review or circulation of information that may be deemed offensive, harassing, discriminatory, intimidating, sexually suggestive, or otherwise unprofessional and non-business like will not be tolerated. Use of Company communication systems for the purpose of any type of harassment or the display of sexually explicit or otherwise inappropriate material is prohibited. Unacceptable electronic communications include, but are not limited to messages, comments, pictures, slurs, jokes, innuendo or other forms of communication that contain explicit or implicit references to someone's age, race, creed, color, national origin, ancestry, marital status, sex, familial status, nationality, or any other characteristic protected under federal, state or local law. The use of vulgarity, obscenity, insults, sarcasm or other inappropriate communication in electronic communications is also strictly prohibited.

Mesa Airlines, Inc. requires employees to exercise the same good judgment and discretion when utilizing the Company's electronic messaging systems as should be used when placing information in printed correspondence or memoranda. Because computer systems may be improperly monitored and because computer data may not be effectively purged from the system, communications concerning highly confidential, privileged or sensitive topics must not be conducted via electronic communications. Information relative to the Company's operations is strictly confidential as well as information that we are privy to on behalf of our clients and customers. Accordingly, breaches of electronic communication security is a legitimate concern that we have and Mesa Airlines, Inc. takes a responsible position in educating employees about the potential liabilities therein. The primary responsibility for ensuring confidentiality of information, however, remains with the employees entrusted with the information. Employees uncertain as to how to protect confidential information on the system should seek assistance and advice from their direct supervisor. Any questions regarding this electronic communications policy should be directed to the Human Resource Department.

The following workplace privacy rules have been established for use of and for protection of Mesa Airlines, Inc.'s electronic resources. This policy applies to all employees of Mesa Airlines, Inc., including managers and supervisors, and to all offsite workers, telecommuters, temporaries and contractors. Employees who violate this policy will be subject to discipline, up to and including discharge.

Appropriate Electronic Resources Use: Each employee is responsible for the content of all text, audio, or images that they place, send, or receive using Mesa Airlines, Inc.'s electronic resources. The same standards should be utilized for the creation of e-mail messages as would be utilized for other business correspondence or memoranda.

Mesa Airlines, Inc.'s electronic resources are to be used for Company business purposes only. Accordingly, all such use of electronic resources should be for professional, business reasons and should not be for personal use. Employees must not retrieve, send, download or upload any material over the Internet not directly related to their work unless authorized by their supervisor. Additionally, employees are responsible for ensuring that they use Mesa Airlines, Inc.'s electronic resources in an effective, ethical, and lawful manner. These resources should not be used in any way that would interfere with Mesa Airlines, Inc.'s ability to conduct its business or with its employees' ability to perform their duties.

Employees are prohibited from using Mesa Airlines, Inc.'s electronic resources for the transmission or receipt of any information in violation of federal, state, or local laws and regulations, including copyrighted materials, or protected trade secrets, or for the transmission or receipt of other information that may be considered obscene or pornographic.

Sending, saving, accessing, forwarding, or viewing offensive material is prohibited. Messages viewed, stored, and/or transmitted by Mesa Airlines, Inc.'s electronic resources, including the computer, voice-mail, e-mail, or the telephone system, must not contain content that may reasonably be considered offensive to any employee. Offensive materials include, but are not limited to, sexual comments, jokes, or images, racial slurs, gender-specific comments or any other comments, jokes, or images that may offend someone on the basis of race, color, creed, sex, age, national origin or ancestry, physical or mental disability, medical condition, veteran status, marital status, religion, or political beliefs, as well as any other category protected by federal, state, or local laws.

Employees may not transmit messages or other communications by means that either mask or hide their identity or indicate that they are sent by someone else. Employees should never access any electronic resources using another employee's password.

Employees who wish to express personal opinions on the internet must obtain a personal account with a commercial internet service provider and must access the internet without using the Company's electronic resources.

Electronic resources may not be used for personal gain or dissemination of personal views. Solicitation of any non-Company business or activities or any use of the electronic resources for personal gain is strictly prohibited.

Employees who use Mesa Airlines, Inc.'s electronic resources may file a complaint for violation of Mesa Airlines, Inc.'s electronic resources policy, including if the employee has been subjected to unlawful harassment. If an employee believes that this policy has been violated or that the employee or anyone else has been subjected to unlawful harassment, the employee should provide a written or verbal complaint as described above in Section 8.5.

1. If the complaint alleges prohibited harassment, it will be investigated in accordance with Mesa Airlines, Inc.'s harassment policy. Furthermore, if Mesa Airlines, Inc. determines that a violation of this policy or prohibited harassment has occurred, Mesa Airlines, Inc. will take effective remedial action.

2. Mesa Airlines, Inc. will not retaliate against any employee for complaining or providing evidence concerning any alleged violation of this policy or the misuse of Mesa Airlines, Inc.'s electronic resources.
3. Employees are not permitted to copy, transfer, rename, add to, or delete information or programs belonging to other users unless they are given express permission to do so by the owner of such information or programs.
4. Employees may only access Company documents, libraries, files, data, or programs that are related to their work duties. Employees must not access a file or retrieve any stored communication other than where authorized unless there has been clearance by an authorized Company representative. Any unauthorized review, duplication, dissemination, removal, installation, damage or alteration of files, documents, passwords, computer systems, or programs or other property of Mesa Airlines, Inc. or the improper use of documents, files, or information obtained by such unauthorized means, is prohibited.

Mesa Airlines, Inc. does not consider conduct in violation of this policy to be within the employee's course and scope of employment, or the direct consequence of the discharge of the employee's duties. Accordingly, to the extent permitted by law, Mesa Airlines, Inc. reserves the right not to defend or pay any damages awarded against employees for conduct in violation of this policy. Furthermore, violations of this policy will be subject to discipline, up to and including termination.

8.13. Recording Policy

Unauthorized electronic surveillance of employees is disruptive to employee morale and inconsistent with the respectful treatment required of our employees. The purpose of this policy is to eliminate a chilling effect on the expression of views that may exist when one person is concerned that his or her conversation with another is being secretly recorded. This concern can inhibit spontaneous and honest dialogue especially when sensitive or confidential matters are being discussed.

For this reason, no employee may record while at work without written authorization from legal counsel of Mesa Airlines. A violation of this provision may result in disciplinary action, including termination.

If you believe that you need relief from this policy based upon a disability, please contact your manager or Human Resources.

8.14. Computer Access and Software

Mesa Airlines, Inc.'s computer system is fully integrated for use in all facets of our operations. The system may be accessed only by the use of your personal, confidential password. While logged on, all your activity is recorded by the system so it is important to keep your password confidential and not leave your workstation unattended. If you feel that someone else may know or be using your password, speak to your supervisor immediately. You may not allow someone to use your password or use another employees' password, with or without permission. Failure to follow this prohibition will result in discipline up to and including termination.

Your level of access to the system is determined by your job functions. If you find that your level

of access is insufficient, speak to your supervisor.

All software installed on our computers is Company property and must be validly licensed by the software manufacturer. You are not allowed to copy software for use on any computer, Company-owned or personal, in violation of the software manufacturer's license agreement. Outside software must never be loaded onto any Company computer. The unauthorized transfer of software is a violation of this policy, may be a violation of license agreements, and may even be a criminal offense.

8.15. Identification Badges

Employee identification badges (ID Badge) will only be issued to new employees once all necessary documents and screening results have been received. When on duty, your ID must be continuously displayed on the outermost garment above waist level. Your ID must be available to present to authorities should your employment with this company be questioned.

ID Badges are the property of the Company and only active employees may possess a badge. Employees on a leave of absence for more than 7 days, terminated, and furloughed employees must surrender their ID Badge prior to their separation from the Company. Badges must be submitted whether the separation is temporary or permanent. Failure or refusal to return an ID Badge upon separation will result in a \$250 fee to be applied to the employee's final paycheck. In addition because of mandated security procedures, the employee's name will be turned over to the FBI.

The following fees and procedures govern replacement ID Badges:

TYPE OF REQUEST	REQUIRED SUPPORTING DOCUMENTATION	FEE
Theft	A police report of the theft	\$10.00 \$25.00 without police report
Lost	Written documentation	\$25.00 First Loss \$50.00 Two or More Times
Name Change	Supporting documentation required	\$10.00
Damaged	No supporting documentation required	\$10.00

8.16. Substance Abuse

The paramount concern of any airline is for the safety of its passengers, employees and equipment. Alcohol and drug abuse in the workplace is dangerous and contrary to the Company's goal for a safe operation. It is therefore the desire of Mesa Airlines, Inc., in accordance with the law, to have a workplace free of all substance abuse. Both safety sensitive employees (as defined by the Federal Aviation Administration) and non-safety sensitive employees are subject to pre-employment, random, reasonable cause/suspicion and post-accident testing in accordance with state and federal regulations.

As part of its efforts to ensure safety in the field of aviation, the Federal Aviation Administration and the Department of Transportation have required all airlines to adopt mandatory drug and

alcohol testing for certain employees. Mesa Airlines, Inc. has set up an approved program and will rigorously pursue it. Employees who perform safety sensitive duties will be tested for marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamine by-products under its drug testing program and for alcohol under its alcohol testing program.

Any employee with a substance abuse problem is encouraged to voluntarily seek confidential help immediately. Telephone numbers of several centers are available through the Human Resources Department and are identified on Company forms pertaining to drug and alcohol testing.

Since the lives of passengers and your fellow employees are at stake along with millions of dollars of equipment, any employee who is reported to Mesa Airlines, Inc. as having a verified positive drug or alcohol test will be immediately discharged. It is our earnest desire that we never have to discharge a single employee for that reason. Mesa Airlines, Inc. is committed to a drug and alcohol-free environment.

Failed Drug Test

Consequences of Refusal to Participate in Testing: Refusal to participate in drug-use or alcohol-impairment testing shall be grounds for immediate termination of employment with Mesa Airlines, Inc. In the case of an applicant, refusal to participate in drug-use or alcohol-impairment testing shall be grounds for refusal to hire that person.

Consequences of a Positive Drug-use Test or Alcohol-impairment Test: Any employee who has engaged in prohibited drug or alcohol use while on the job and/or performing safety-sensitive functions will be discharged from further employment with the Company. In addition, any employee who has engaged in prohibited drug use while performing that safety-sensitive function will be permanently precluded from future employment with Mesa Airlines, Inc. or any of its subsidiaries, parent or parent's subsidiary corporations (permanent bar).

Any covered employee who tests positive on a FAA mandated drug or alcohol test will be discharged from further employment with the Company. Employees who hold an airman medical certificate issued under part 67 will be reported to the Federal Air Surgeon for certificate action. In addition, an employee who has verified positive drug or alcohol test results on two drug, or two alcohol, tests on FAA mandated drug or alcohol tests is permanently precluded from performing for any other employer the safety-sensitive duties the employee performed prior to the second drug or alcohol test (permanent bar).

Any covered employee who refuses to submit to a FAA mandated drug or alcohol test will be discharged from further employment with the Company. A refusal to submit means that an employee failed to provide either a urine or breath sample as required, without a valid medical explanation, after receiving notice of the requirement to be tested or has engaged in conduct that clearly obstructed the testing process. This includes the adulteration or addition of foreign substances to the urine specimen. Holders of certificates under CFR parts 61, 63, or 65 will be reported to the FAA office of Airman Certification for certificate action. This action may result in the suspension or revocation of the certificate.

8.17. Employment of Relatives or Significant Others

No family members or significant others may work as a direct report or supervisor of any other active Mesa Airlines, Inc. employee. Though we do not intend to curtail all office friendships, employees who become romantically involved while working for Mesa Airlines, Inc. will also be required to abide by this policy and one or both employees may need to be transferred should a romance develop.

Nothing in this provision modifies an employee's obligation to give written notice of an objectively intolerable working condition as may be required by federal, state or local laws.

8.18. Anti-Fraud Whistleblower Hotline

In accordance with applicable law, Mesa Airlines, Inc., Inc. has a hotline for employees to report confidential, anonymous concerns regarding accounting, internal controls or auditing matters.

Should you have a reasonable belief that an accounting error has occurred, please call the Anti-Fraud Whistleblower Hotline at 1-866-225-5770. You may also submit a confidential, anonymous email regarding these issues via the link on The Company's website.

8.19. Code of Conduct and Ethics

All Company employees are required to conduct themselves in accordance with the Mesa Airlines, Inc. Air Group, Inc. Code of Conduct & Ethics (available under the Compliance tab on the employee website). Employees are further advised that violations of the Code of Conduct, Employee Handbook, governing statutes, laws and regulations as well as Company policies and procedures are grounds for discipline and may subject the individual to both civil and criminal penalties in some cases. The Code of Conduct & Ethics contains detailed information regarding insider trading of securities and applies to all employees, their families and any other individual(s) possessing material non-public information as these terms are defined and explained in the Code of Conduct & Ethics.

8.20. Reporting of Unsafe Acts and Unsafe Conditions

The Employee-Management Reporting and Feedback Program is a confidential, de-identified, non-punitive program. The primary purpose of the Employee-Management Reporting and Feedback Program is to identify safety events and implement corrective measures that reduce the opportunity for safety to be compromised. Mesa Airlines, Inc. employees are committed to improving safety, that safety is enhanced through a systematic approach for all employees to promptly identify and correct potential safety hazards.

This program includes the following avenues to submit identified safety hazards:

1. Safety Concern Hotline Program – Safety Concerns submitted under this program are accomplished by confidentially calling the Hotline at (800) 732-7384.
2. Safety Awareness Report – The Safety Awareness Report is found on the Mesa Airlines, Inc. employee website, within the Safety Report Forms selection under the Safety drop down tab.

The process and procedures for this program can be found in Chapter 3 of the Mesa Airlines, Inc. Safety Program Manual (Manual #530), found on the Mesa Airlines, Inc. Technical Publications website.

This program is for reporting unsafe acts and unsafe conditions not outlined with Section 8.17 (Anti-Fraud Whistleblower Hotline) of this handbook.

SECTION 9 WHEN THERE'S A PROBLEM

9.1. Employee Discipline

Every employer has the right to expect that its employees will abide by reasonable rules of conduct and good discipline. Mesa Airlines, Inc.'s rules of conduct are found in this employee handbook. In addition, every employer has the right to expect that employees will carry out and follow the reasonable and lawful instructions of their supervisors and Company management. For this reason, no discipline more severe than a written warning will be given to an employee without the supervisor discussing the matter with the Human Resources Department.

Employees who fail to follow the lawful instructions of supervisors or management, or who fail to abide by Company rules of conduct, should expect to be disciplined. Discipline may take many forms including but not limited to verbal or written warnings, suspensions, and/or termination. The type of discipline administered will vary depending upon all of the circumstances.

There is no guarantee that an employee will be warned before receiving disciplinary action such as suspension or termination. Under certain circumstances, an employee may engage in conduct that is so detrimental to the Company that termination is appropriate, even on a first offense. In other circumstances, an employee may receive repeated warnings before termination occurs. In every case, Mesa Airlines, Inc. will attempt to act fairly and in compliance with the law.

Employees should not assume, however, that they can get away with some act of misconduct just because another employee did. The facts and circumstances surrounding every act of misconduct are different, and for this reason, Mesa Airlines, Inc. reserves the right to discipline differently in each case in the manner it believes is appropriate under all circumstances. Mesa Airlines, Inc. will take into account all factors, including the employee's prior conduct and tenure with the Company, when deciding how to encourage good performance by its employees.

9.2. Employee Counseling and Advisory Services

The Company is interested in resolving all disputes in an amicable matter whenever possible. It is recognized that there are often two sides to every problem. Furthermore, the company realizes the value in providing employees a means to express work related concerns or issues before they develop into problems. Therefore, this procedure has been created to allow employees to discuss those concerns and seek advice on how to resolve work related situations without the fear of reprisal.

Whenever possible, employees should discuss any concerns with his or her supervisor. In the event that this step is impracticable or if the employee would like to seek advice outside of the normal means, employees may contact the Human Resources Department. When an employee

decides to seek assistance from Human Resources, he or she can stop by or call to arrange a meeting.

Employees may also utilize this procedure by completing an Employee's Counseling & Advisory Form that is available on the Employee Website. Once the form is received, it will be reviewed, and a meeting will be scheduled by an HR Representative.

The meeting will be used as a forum to discuss and concerns or issues. An HR Representative will provide guidance and advice as appropriate. This is to be a productive meeting with the goal of resolving concerns and providing guidance as how to move forward in a positive matter.

Any employee may call and speak with an HR Representative at (602) 685-4000 with any questions about the above information.

9.3. Arbitration

Employees unable to resolve a dispute in accordance with Section 9.1 above must submit their claims to binding arbitration in accordance with the separately executed Arbitration Agreement. Although the terms of the Arbitration Agreement shall control, the following generalizes the Company's Arbitration policy. Employees with claims, controversies or disputes of any nature including specifically their hiring, promotion, the terms or conditions of employment or termination of employment at Mesa Airlines, Inc. can achieve a prompt and fair resolution of their claims by submitting them to arbitration. All claims, including those under Title VII (Equal Employment Opportunity Act), the Federal Age Discrimination Employment Act (ADEA) or under any other applicable employment or human rights laws, rules and regulations including any city and state laws including claims under the Employment Retirement Income Security Act (ERISA), must be arbitrated in accordance with the Arbitration Agreement.

This arbitration will be conducted by an arbitrator selected by you and the Company. The arbitration will follow the rules of the American Arbitration Association. The arbitrator will be selected by agreement between you and the Company.

Arbitration proceedings will be conducted in Phoenix, Arizona and the laws and common law of the United States and the State of Arizona will be applied, without regard to Arizona's conflict of laws statutes.

Each party will be responsible for its own costs and expenses incurred as a result of, or in connection with, the arbitration, including the costs, fees and expenses of its own legal representatives. The parties will split equally the fees of the arbitrator or as otherwise designated by the rules of the American Arbitration Association.

Any request for arbitration must be submitted in writing. Statutory claims can be raised within the time period provided by the applicable statute of limitations. Attorney's fees may only be awarded where allowed by law.

The following claims are expressly excluded and not covered by this policy for final and binding arbitration: (i) claims related to workers' compensation and unemployment insurance; (ii) claims that are expressly excluded by statute or are expressly required to be arbitrated under a different procedure pursuant to the terms of an employee benefit plan or CBA.

SECTION 10 IF YOU LEAVE THE COMPANY

10.1. Notice

Should you decide to leave your employment with us, you may do so at any time but the Company requires that you provide your supervisor with advance notice according to the following schedule:

1. Manager and above3 weeks notice
2. All other employees2 weeks notice

When you leave the Company, please be certain to turn in any Company property that has been issued to you. If you fail to do so, the cost of non-returned items may be deducted from your final pay.

It is important to remember to notify the Human Resources Department if your address changes during the calendar year you leave our employment so that your tax information can be forwarded to the proper address.

10.2. Intolerable Working Conditions

You are encouraged to communicate to Mesa Airlines, Inc. whenever you believe working conditions may become intolerable and may cause you to resign. Under section 23-1502, Arizona Revised Statutes, an employee is required to notify the Company in writing that a working condition exists that is perceived as intolerable, that will compel you to resign, or that constitutes constructive discharge.

10.3. Rehire of Former Employees

If you have voluntarily left Mesa Airlines, Inc. employment following proper employee termination guidelines, you may be eligible for rehire. Rehire decisions will be based on Company need and your prior performance, attendance and attitude, and will be determined on a case by case basis and is subject to approval by the Human Resource Department.

APPENDIX 1 DEPARTMENT OF LABOR'S *EMPLOYEE RIGHTS AND RESPONSIBILITIES NOTICE*

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week 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.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

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 and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division



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