

MEMORANDUM OF UNDERSTANDING

between

SPIRIT AIRLINES, INC.

and

THE FLIGHT ATTENDANTS

in the service of

SPIRIT AIRLINES, INC.

as represented by the

ASSOCIATION OF FLIGHT ATTENDANTS – CWA,

AFL-CIO

NOVEL CORONAVIRUS (COVID-19) MOU #2

This Memorandum of Understanding is made and entered into under the provisions of the Railway Labor Act, as amended, between Spirit Airlines, Inc. (the "Company"), and the Association of Flight Attendants-CWA, AFL-CIO (the "AFA") (jointly, the "Parties").

WHEREAS, the Company and the AFA are parties to a Collective Bargaining Agreement setting forth the rates of pay, rules, and working conditions for the Company's Flight Attendants ("Agreement") effective May 5, 2016;

WHEREAS, the Company and the AFA previously entered into a Memorandum of Understanding regarding the Novel Coronavirus (COVID-19) on March 9, 2020 (hereinafter "COVID-19 MOU-1");

WHEREAS, the Company seeks to further amend the Bidding and Awarding Timetable set forth in Section 8.G of the Parties' Agreement for the April 2020 bid month in response to the continuing market conditions caused by the novel coronavirus ("COVID-19"), first detected in Wuhan City, Hubei Province, China;

NOW, THEREFORE, the Company and the AFA agree as follows:

1. Paragraphs 1, 2 and 6 of the Parties' COVID-19 MOU-1 will remain in full force and effect.
2. The Section 8.G Bidding and Awarding Timetable for the April 2020 bid month will be modified as follows:

- March 19, 2020 1200EDT: April bidding opens
- March 22, 2020 1200EDT: April Bidding closes
- March 22, 2020 1800EDT: April Bid Awards Posted
- March 23, 2020 1800EDT: Bid contest period ends

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- March 26, 2020 1200EDT: SAP opens
 - March 28, 2020 1000EDT: SAP ends
 - March 29, 2020 1000EDT: Final SAP awards
 - March 30, 2020 1200EDT: Relief Lines Awarded
 - March 30, 2020 1400EDT: April DOT Opens
3. Due to time constraints, the Parties agree the Company will build the April Flight Attendant Lines for bidding. The Company, however, will drop trips and pay protect the AFA Scheduling Committee member(s) as MGP if the Parties determine the AFA Scheduling Committee member(s) are needed on property to implement the revised Bidding and Awarding Timetable set forth in paragraph 2 above.
 4. On a one-time, non-precedent setting basis "VTO Lines" will be included in each Base bid packet allowing Flight Attendants to bid, in seniority order by Base, for voluntary time off for the April 2020 bid month in lieu of bidding for a schedule. The number of VTO Line(s) in each Base bid packet will be determined by the Company subject to its needs of service. However, no Flight Attendant will be placed involuntarily on VTO. Unemployment claims filed by Flight Attendants who bid and are awarded VTO for the April 2020 bid month, and whose claims are approved by the applicable State unemployment agency, will not be appealed by the Company.
 5. All Flight Attendants eligible to bid for the April 2020 bid month will receive 4 hours (4:00) of credit, payable at their straight time rate, for each additional day the opening of the April 2020 bid is delayed beyond the original date set forth in the Parties' COVID-19 MOU-1 (i.e. March 16, 2020). The Company will use its best efforts to include this credit/payment in the Flight Attendants' March 31, 2020 paychecks.
 6. The Company agrees to drop trips and pay protect, as MGP, the AFA MEC Officers and the local LEC Presidents for all remaining trips on their March schedules from the effective date of this Memorandum of Understanding until the end of the March bid month so they are available to answer questions arising from their membership regarding this Memorandum of Understanding and other COVID-19 concerns. This pay protection provision, however, does not apply to any trip adds occurring on or after March 15, 2020.
 7. Should the Company decide not to utilize the adjustments to the Bidding and Awarding Timetable for the April 2020 bid month as described in Paragraph 2 above, the provisions of this Memorandum of Understanding shall be null and void. The Parties' COVID-19 MOU-1 nevertheless, will remain in effect.

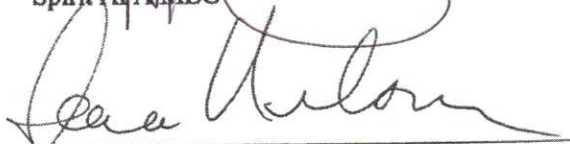
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Accepted and Agreed on behalf of the AFA and Spirit Airlines, Inc., respectively:




Spirit-AFA MEC

3/16/20
Date



Sara Nelson, Int'l President - AFA

3/16/20
Date



John Bendoraitis
Executive Vice President & Chief Operating Officer
Spirit Airlines, Inc.

3/16/20
Date