

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 #3

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 two Memoranda of Understanding regarding the Novel Coronavirus (COVID-19), the first on March 9, 2020 (hereinafter “COVID-19 MOU-1”), and the second on March 16, 2020 (hereinafter “COVID-19 MOU-2”);

WHEREAS, the Company desires a method to implement a temporary and voluntary program to reduce Flight Attendant headcount given the challenging market conditions caused by COVID-19;

WHEREAS, the Company and the AFA desire to provide protection for Flight Attendant health, safety, and welfare during the COVID-19 pandemic;

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. On a one-time, non-precedent setting basis the Company will offer paid COVID-19 Voluntary Time Off (“CVTO”) leaves, by Base, to Flight Attendants who are on active payroll status, who are qualified and eligible to bid for the month of the CVTO leave.
3. The number of CVTO leaves available in each Base will be determined by the Company subject to its needs of service.

4. The Company will post offers for CVTO for bidding, by Base, in FLiCA.
5. CVTO will be awarded to eligible Flight Attendants, by Base, in base seniority order.
6. Pursuant to Section 13.I of the Parties' Agreement, a Flight Attendant who is scheduled for training during a bid month for which he or she is awarded CVTO, the Flight Attendant will be required to attend the training if failing to do so will cause the Flight Attendant to become de-qualified. However, nothing herein shall preclude the Flight Attendant from taking the training at an earlier date if available and approved by the Company. The Flight Attendant will be paid for such training in accordance with Section 3 of the Parties' Agreement.
7. A Flight Attendant who is awarded CVTO and who, as of the effective date of this MOU, has bid vacation scheduled during the month for which he or she is awarded CVTO, will have the option of either being paid for such bid vacation week(s) in the CVTO month or having the vacation accruals associated with such bid vacation reinstated to his/her vacation bank.
8. Effective with the date of this MOU, a Flight Attendant who is awarded CVTO may not add, trade, or swap for trip(s) or Reserve Period(s) that extend into the bid month for which he or she is awarded CVTO. If the Flight Attendant does so, such trip(s)/Reserve Period(s) will be removed from his/her line without pay or pay protection.
9. A Flight Attendant awarded CVTO may not bid for open trips or other paid assignments for the bid month for which he or she is awarded CVTO. The Flight Attendant, however, must complete any Distance Learning, and/or any lead-in trips, reserve assignments or Reserve Periods that began in the prior bid month and will be responsible for any applicable acknowledgments or notifications for a Reserve Period or trip assignment beginning the first day of the following bid month. The Flight Attendant will be paid for any such lead-in trips, reserve assignments or Reserve Periods in accordance with Section 3 of the Parties' Agreement.
10. While on CVTO, a Flight Attendant shall continue to accrue bid seniority, longevity and all benefits as if he or she were an active Flight Attendant.
11. Each Flight Attendant on CVTO for an entire bid month will be paid and credited thirty-six (36) hours (which will be considered compensation) at the Flight Attendant's applicable hourly rate, payable on the first pay period of the month.
12. Each Flight Attendant on CVTO for an entire bid month will maintain all benefits he or she had in place immediately prior to the CVTO at the active employee rate. In addition, the Company will assume the cost of the employee portion of his or her medical/dental insurance benefits for that month and will not charge the Flight Attendant.
13. Each Flight Attendant on CVTO for an entire bid month will receive 36 hours toward the Section 18.A.6. Benefits Accrual Threshold (i.e. "432") for that month.
14. No Flight Attendant will be placed involuntarily on CVTO. Unemployment claims filed by Flight Attendants who are awarded CVTO for the bid month, and whose claims are approved by the applicable State unemployment agency, will not be appealed by the Company.
15. The Company, at its discretion, may offer CVTO pursuant to this MOU for any bid month from May 2020 through and including September 2020. The Company will notify the Spirit

AFA MEC of the estimated number of CVTO leaves it intends to offer, by Base, prior to each applicable bid month.


16. A Flight Attendant whose seniority is such that he or she is subject to furlough while on CVTO will be issued a notice of furlough pursuant to Section 16 of the Parties' Agreement. If the effective date of the furlough is prior to the end of the Flight Attendant's CVTO bid month, the Flight Attendant's status shall be changed to furlough on the furlough effective date.

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



Spirit AFA MEC

3/27/2020
Date



Sara Nelson, Int'l President - AFA

3/27/2020
Date



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

3/27/220
Date