

**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**

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**2024-2025 EXTENDED VOLUNTARY TIME OFF (EVTO) LEAVES OF ABSENCE**

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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 April 14, 2023;

**WHEREAS**, the Company desires a method to implement a temporary and voluntary program to reduce Flight Attendant headcount given the grounding of multiple aircraft due to issues with the geared turbofan (GTF) NEO engines in Spirit’s fleet;

**WHEREAS**, the Company and the AFA wish to mitigate the need for any voluntary or involuntary furloughs;

**WHEREAS**, the Company and the AFA also desire to provide protection for Flight Attendant seniority and benefits, and alleviate the burden on the Company and Flight Attendants of bidding monthly for voluntary time off when extended periods of time off are available;

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

1. On a non-precedent setting basis, the Company may offer unpaid Extended Voluntary Time Off (EVTO) leaves, by Base, to Flight Attendants who are on active payroll status and who are qualified and eligible to bid for the month(s) of the EVTO leave.

2. The number and duration of EVTO leaves available and awarded in each Base will be determined by the Company subject to its needs of service.
3. At its discretion, the Company may offer EVTO pursuant to this MOU for any bid month in 2024 and/or 2025, and EVTO leaves will be for any or all of the following durations:
  - 3 consecutive bid month duration (commencing in any bid month in 2024 and/or 2025)
  - 6 consecutive bid month duration (commencing in any bid month in 2024 and/or 2025)
  - 12 consecutive bid month duration (commencing in any bid month in 2024 and/or 2025)
4. The Company will notify the Spirit AFA MEC of the estimated number of EVTO leaves it intends to offer, by Base, prior to each applicable bid month.
5. Bidding for EVTO leaves will occur during the second bid month prior to the bid month in which EVTO begins and the Company will post offers for EVTO for bidding, by Base, in the electronic bidding tool (currently FLiCA). The Company will provide the Flight Attendants with at least three (3) calendar days' notice prior to the opening of EVTO bidding, including the number and duration of the EVTOs available at each Base. The EVTO bid will remain open for at least three (3) calendar days and Flight Attendant EVTO bids shall be non-revocable once the EVTO bidding for the month closes. EVTO awards will be published no later than the last day of the second bid month prior to the bid month in which the EVTO commences.


*Example: If the Company intends to offer EVTO beginning in May, the May EVTO bid must be awarded prior to March 31<sup>st</sup>.*
6. If EVTO leaves of more than one duration are offered in a Flight Attendant's Base, the Flight Attendant may bid for EVTOs of varying lengths. Flight Attendants who bid for EVTOs of varying lengths in a bid month shall rank their preference for each EVTO for which they bid.
7. EVTO leaves will be awarded to eligible Flight Attendants, by Base, by preference and in base seniority order.
8. Based on the needs of service, the Company may cancel a Flight Attendant's EVTO leave in inverse seniority order by Base and recall the Flight Attendant back to work with at least forty-five (45) days' notice to the Flight Attendant. Flight Attendants on

EVTO will be required to check their Company email while on any EVTO. Notice of a cancellation to a Flight Attendant's EVTO leave will be sent to the Flight Attendant through Company email. The Company will also attempt to make positive contact with the Flight Attendant by telephone. Flight Attendants whose EVTOs are cancelled will participate in the next monthly bid commencing at the end of their cancelled EVTO. Flight Attendants who fail to return to work at the expiration or cancellation of their EVTO will be subject to Section 13.J.6. of the Agreement.

9. 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 EVTO will be required to attend 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.
10. A Flight Attendant who is awarded EVTO and who, as of the effective date of this MOU, has bid vacation scheduled during the month(s) for which he or she is awarded EVTO, will have the option of either being paid for such bid vacation week(s) in the EVTO month or having the vacation accruals associated with such bid vacation reinstated to his/her vacation bank. Additionally, on a non-precedent setting basis, these unused bid vacation week(s) will be placed in Open Time for bid by active Flight Attendants.
11. Each Flight Attendant on EVTO will maintain all benefits he or she had in place immediately prior to the EVTO at the active employee rate if the Flight Attendant would otherwise be eligible for such benefits. In addition, the Company will assume the cost of the employee portion of the Flight Attendant's medical/dental/vision insurance premiums for those Flight Attendants who are awarded a 6-month or 12-month EVTO.
12. A Flight Attendant awarded EVTO may not bid for open trips or other paid assignments for the bid month(s) for which he or she is awarded EVTO. However, this will not apply to a Flight Attendant who has bid for, but not yet been awarded, EVTO. 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.
13. While on EVTO, a Flight Attendant shall continue to accrue bid seniority, longevity and all benefits as if he or she were an active Flight Attendant.

14. Each Flight Attendant on EVTO for an entire bid month will receive 50 hours toward the Section 18.A.6. Benefits Accrual Threshold (i.e., “600” previously known as “432”) for that month. Flight Attendants who are awarded the 12-month EVTO will be considered to have met the Benefits Accrual Threshold for the following year.
15. EVTO will be offered to Flight Attendants on a voluntary basis. No Flight Attendant will be placed involuntarily on EVTO.
16. Unemployment claims filed by Flight Attendants who are awarded EVTO, and whose claims are approved by the applicable state unemployment agency, will not be appealed by the Company. The parties recognize that decisions regarding unemployment benefits are made by the respective state unemployment agencies, and the Company will respond to inquiries from those agencies and accurately disclose information regarding the terms and conditions of this MOU in response to inquiries by any state agency regarding unemployment and/or displaced worker claims for benefits.
17. A Flight Attendant whose seniority is such that he or she is subject to furlough while on EVTO will be issued a notice of furlough pursuant to Section 16 of the Parties’ Agreement, if applicable. If the effective date of the furlough is prior to the end of the Flight Attendant’s EVTO bid month, the Flight Attendant’s status shall be changed to furlough on the furlough effective date.
18. The benefits and protections of Section 15.D. (displacements due to base closure) will apply to Flight Attendants while on EVTO. The Company will notify Flight Attendants on EVTO via Company email prior to the opening of any displacement bid, and Flight Attendants on EVTO will be provided with access to the applicable Company electronic system to participate in such bid. Flight Attendants on EVTO who are awarded a change in Base will have their award notated but shall remain on EVTO.
19. Nothing in this MOU precludes the Company from continuing to offer Voluntary Time Off (VTO) pursuant to Section 13.I. of the Agreement.

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

  
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Jason Kachenmeister, Spirit AFA MEC President  
Date 12/18/23

  
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Sara Nelson, Int'l President – AFA  
Date 12/19/23

  
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John Bendoraitis  
Executive Vice President & Chief Operating Officer  
Spirit Airlines, Inc.  
Date 12/18/23