

MEMORANDUM OF UNDERSTANDING

between

SPIRIT AIRLINES, INC.

and

THE FLIGHT ATTENDANTS

in the service of

SPIRIT AIRLINES, INC.

as represented by the

THE ASSOCIATION OF FLIGHT ATTENDANTS – CWA,

AFL-CIO

NND EXTREME IROP PAY (MARCH 31, 2022 – APRIL 11, 2022)

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

WHEREAS, the Company and 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 Parties’ Agreement became amendable on September 1, 2021;

WHEREAS, on a one-time non-precedent setting basis, and as a gesture of goodwill, the Company desires a method to further compensate certain Flight Attendants (FAs) working under the challenging conditions stemming from the airline’s extreme irregular operations from March 31, 2022 to April 11, 2022;

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

1. On a one-time, non-precedent setting, non-referable basis, the Company will pay the FAs listed in the attached Exhibit A (“NND for IROP 2”) two (2) hours of straight pay for the alleged non-notification of a delay or cancellation (NND) of their assigned pairing or trip during the extreme IROP between March 31, 2022 and April 11, 2022, inclusive (“NND Extreme IROP Pay”), as reflected in Exhibit A.
2. By entering into this Memorandum of Understanding, neither Party waives its position regarding the notification requirement(s) of Section 7.G.3.c of the Parties Collective Bargaining Agreement or related provisions, or the interpretations thereof.

May 23, 2022

3. The NND Extreme IROP Pay set forth in paragraph 1 above will be paid in the payroll period ending on May 31, 2022.
4. The AFA agrees not to file, and agrees to withdraw with prejudice any previously filed, CRFs or grievances requesting NND pay for the Flight Attendants specified in Exhibit A on such dates and pairings or trips reflected therein.
5. This MOU shall become effective upon the date of signing and shall continue in effect through and including June 30, 2022, and shall, by its own terms, automatically expire.
6. Other than the contractual waivers and/or exceptions explicitly outlined in this Memorandum of Understanding, all of the provisions of the Parties' Collective Bargaining Agreement shall remain in full force and effect.

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



Sara Nelson
International President
The Association of Flight Attendants – CWA, AFL-CIO

05/24/2022

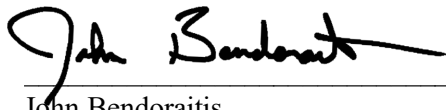
Date



Jason Kachenmeister
Spirit MEC President
The Association of Flight Attendants – CWA, AFL-CIO

5/24/2022

Date



John Bendoraitis
EVP & COO
Spirit Airlines, Inc.

05/26/2022

Date