

MEMORANDUM OF UNDERSTANDING

Between

SPIRIT AIRLINES, INC.

And

THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

THIS MEMORADUM OF UNDERSTANDING (MOU) is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between SPIRIT AIRLINES, INC. (hereafter referred to as the "Company") and the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the parties wish to further clarify and illustrate certain provisions of the recently implemented Flight Attendant's Agreement, and

WHEREAS, the current Agreement stipulates different length of service requirements for maternity leave compared to other leaves, and

WHEREAS, the parties wish to further support pregnant Flight Attendants and new mothers,

THEREFORE, the parties agree as follows:

1. Section 13.D which currently states,

D. Maternity/Paternity/Adoption/Newborn Leave of Absence

1. A Flight Attendant who has completed twelve (12) months of service with the Company is eligible for a leave of absence under the provisions of this Section D.
2. A pregnant Flight Attendant shall be permitted to continue in service until a physician certifies the Flight Attendant is unable to fulfill their duties. If the Flight Attendant is certified as unable to fulfill their duties, the Flight Attendant will be granted a Maternity Leave of Absence.
3. A Flight Attendant may take up to one (1) year of unpaid leave upon birth or adoption of a child. Any leave provided for by law shall run concurrently with the Newborn Leave of Absence.
4. A Flight Attendant's health benefits shall continue for the first ninety (90) days of the Maternity/Paternity/Adoption/Newborn leave set forth above at the same benefit level and cost as if the Flight Attendant were not on leave. A Flight Attendant on Maternity/Paternity/Adoption/Newborn leave in excess of ninety (90) days shall be entitled to health benefits for the duration of the leave only upon reimbursement to the Company on a monthly basis of the full cost of such benefits at the applicable COBRA rate.


Shall be amended to state:

D. Maternity/Paternity/Adoption/Newborn Leave of Absence


1. A pregnant Flight Attendant who has completed ~~twelve (12) months of service~~ her probationary period with the Company is eligible for a Maternity/Newborn leave of absence under the provisions of this Section D.
2. A pregnant Flight Attendant shall be permitted to continue in service until a physician certifies the Flight Attendant is unable to fulfill their duties. If the Flight Attendant is certified as unable to fulfill their duties, the Flight Attendant will be granted a Maternity Leave of Absence.
3. A pregnant Flight Attendant may take up to one (1) year of unpaid leave upon birth ~~or adoption~~ of a child. Any leave provided for by law shall run concurrently with the Newborn Leave of Absence.
4. A non-pregnant Flight Attendant who has completed twelve (12) months of service with the Company is eligible for a Paternity/Adoption/Newborn Leave of Absence under the provisions of this Section D. upon the birth or adoption of a child. The non-pregnant Flight Attendant may take up to one (1) year of unpaid leave upon birth or adoption of a child. Any leave provided for by law shall run concurrently with the Newborn Leave of Absence.
5. A Flight Attendant's health benefits shall continue for the first ninety (90) days of the Maternity/Paternity/Adoption/Newborn leave set forth above at the same benefit level and cost as if the Flight Attendant were not on leave. A Flight Attendant on Maternity/Paternity/Adoption/Newborn leave in excess of ninety (90) days shall be entitled to health benefits for the duration of the leave only upon reimbursement to the Company on a monthly basis of the full cost of such benefits at the applicable COBRA rate.

This MOU will become effective on 02/01/2024 of signing by both Spirit and AFA.

For AFA:

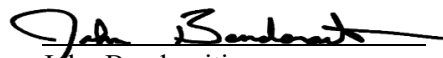

Sara Nelson
International President, AFA-CWA

Date:


Michael Harris
Spirit AFA MEC President

Date:

For Spirit:


John Bendoraitis
Executive Vice President & COO

Date: 01/26/2024