

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 #4
EXTENDED “COVID” VOLUNTARY TIME OFF & CONTINUATION OF
“COVID” VOLUNTARY TIME OFF PROGRAM**

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 three Memoranda of Understanding regarding the Novel Coronavirus (COVID-19), the first on March 9, 2020 (“COVID-19 MOU #1”); the second on March 16, 2020; and the third on March 27, 2020;

WHEREAS, the Company and the AFA agree that the COVID-19 pandemic has had far-reaching and potentially long-term effects, which, in turn, have reduced demand for air travel, and that the purpose of this MOU is intended to avoid or mitigate the need for involuntary furloughs due to the disruption in air travel caused by the COVID-19 pandemic; and

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:

A. EXTENDED COVID VOLUNTARY TIME OFF

Effective with the October 2020 bid month, and in lieu of a Voluntary Personal Furlough (VPF) Program pursuant to Section 16.B. of the Parties' Collective Bargaining Agreement, which the Parties' hereby agree to waive in its entirety, the Company may offer Flight Attendants Extended COVID Voluntary Time Off Leaves ("EVTO"), as outlined below, for bid on a voluntary basis. EVTO's shall be awarded by Base in seniority order.

1. The Company may offer EVTO's commencing with the October 2020 bid month in any duration outlined in paragraph A.4 of this MOU. In addition, the Company may elect to continue to offer 3-month EVTO's commencing in subsequent bid months through and including the March 2021 bid month.
2. The Company will offer EVTO leaves, by Base, to Flight Attendants who are on active payroll status, and who are qualified and eligible to bid for the first month of the EVTO leave.
3. The number and duration of EVTO leaves available in each Base will be determined by the Company subject to its needs of service.
4. EVTO leaves will be for any or all of the following durations:
 - 3 bid month duration (commencing in any bid month from October 2020 through and including March 2021)
 - 6 bid month duration (commencing in the October 2020 bid month only)
5. 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.
6. Bidding for EVTO's will occur during the second bid month prior to the bid month in which the EVTO begins and the Company will post offers for EVTO for bidding, by Base, in 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 EVTO's 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 bid 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.
7. If EVTO's of more than one duration are offered in a Flight Attendant's Base, the Flight Attendant may bid for EVTO's of varying lengths. Flight Attendants who bid for EVTO's of varying lengths in a bid month shall rank their preference for each EVTO for which they bid.

8. EVTO's will be awarded to eligible Flight Attendants, by Base, by preference and in base seniority order.
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, 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.
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 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, having the vacation accruals associated with such bid vacation reinstated to his/her vacation bank, or electing Vacation Buy Back under Section 11.G.7 of the Parties' Agreement.
11. Effective with the date of this MOU, a Flight Attendant who is awarded EVTO 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 EVTO. If the Flight Attendant does so, such trip(s)/Reserve Period(s) will be removed from his/her line without pay or pay protection.
12. A Flight Attendant awarded EVTO may not bid for open trips or other paid assignments for the bid month for which he or she is 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. Flight Attendants on EVTO during the November 2020 bid month when the 2021 Annual Vacation Bidding & Awarding occurs will be eligible to participate in that vacation bid in FLiCA.
15. Each Flight Attendant on EVTO will be paid and credited thirty-six (36) hours (which will be considered compensation) in each month of the EVTO at the Flight Attendant's applicable hourly rate, payable on the first pay period of the month.
16. 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 for the duration of the

EVTO. 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. Flight Attendants on EVTO will be eligible to participate in the Company's annual Open Enrollment.

17. Each Flight Attendant on EVTO will receive 36 hours toward the Section 18.A.6. Benefits Accrual Threshold (i.e. "432") for each month of the EVTO.
18. No Flight Attendant will be placed involuntarily on EVTO.
19. The Company will 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.
20. 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 the effective date of the furlough is prior to the end of the last month of the Flight Attendant's awarded EVTO, the Flight Attendant's status shall be changed to furlough on the furlough effective date.
21. 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.

B. CONTINUATION OF COVID VOLUNTARY TIME OFF ("CVTO") PROGRAM

1. The Company will continue to 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.
2. The number of CVTO leaves available in each Base will be determined by the Company subject to its needs of service.
3. Offers for CVTO will be included in each Base bid packet allowing Flight Attendants to bid, in seniority order by Base, for CVTO in lieu of bidding for a schedule.
4. CVTO will be awarded to eligible Flight Attendants, by Base, in base seniority order.

5. 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.
6. 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, having the vacation accruals associated with such bid vacation reinstated to his/her vacation bank, or electing Vacation Buy Back under Section 11.G.7 of the Parties' Agreement
7. 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.
8. 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.
9. While on CVTO, a Flight Attendant shall continue to accrue bid seniority, longevity and all benefits, including parking benefits, as if he or she were an active Flight Attendant.
10. Flight Attendants on CVTO during the November 2020 bid month when the 2021 Annual Vacation Bidding & Awarding occurs will be eligible to participate in that vacation bid in FLiCA.
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. Flight Attendants on CVTO will be eligible to participate in the Company's annual Open Enrollment.

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.
15. The Company, at its discretion, may offer CVTO pursuant to this MOU for any bid month from September 2020 through and including May 2021. 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. The Company will 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 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.
18. The benefits and protections of Section 15.D. (displacements due to base closure) will apply to Flight Attendants while on CVTO. The Company will notify Flight Attendants on CVTO via Company email prior to the opening of any displacement bid, and Flight Attendants on CVTO will be provided with access to the applicable Company electronic system to participate in such bid. Flight Attendants on CVTO who are awarded a change in Base will have their award notated but shall remain on CVTO.

C. GENERAL

1. Unless explicitly stated otherwise herein, upon the execution of this MOU, all previous COVID-19 MOU's between the Parties shall be superseded and their provisions shall no longer have any effect.
2. Paragraphs 1 and 2 of the Parties' COVID-19 MOU #1, executed on March 9, 2020, however, will continue to remain in effect through March 31, 2021, and then shall, by their own terms, automatically expire unless explicitly extended by the written mutual agreement of the Parties.
3. 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 August, 2020 schedules from the effective date of this Memorandum of Understanding until the end of the August, 2020 bid month so they are available to answer questions arising from their

August 12, 2020

membership regarding this Memorandum of Understanding, potential furloughs and other COVID-19 concerns. This pay protection provision, however, does not apply to any trip adds occurring on or after August 11, 2020.

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



Jason Kachenmeister
Spirit AFA MEC President

08/12/2020

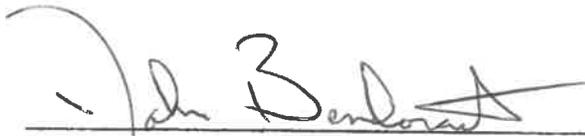
Date



Sara Nelson
AFA International President

08/12/2020

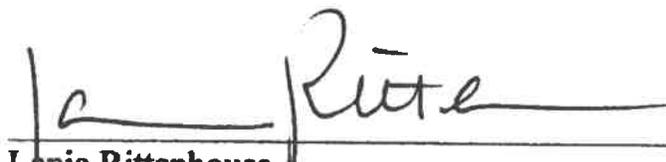
Date



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

8/13/2020

Date



Lania Rittenhouse
Vice President, Inflight Experience
Spirit Airlines, Inc.

8.12.2020

Date