

MEMORANDUM OF AGREEMENT

between

ALLEGIANT AIR, LLC.

and

THE FLIGHT ATTENDANTS

in the service of

ALLEGIANT AIR, INC.

as represented by the

THE TRANSPORT WORKERS UNION OF
AMERICA, AFL-CIO

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into by and between ALLEGIANT AIR, LLC. (hereinafter referred to as “the Company”) and the FLIGHT ATTENDANTS in the service of ALLEGIANT AIR, LLC., as represented by THE TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO (hereinafter referred to as “the Union”).

WHEREAS, the Company and the Union are parties to a collective bargaining agreement (hereinafter “the Agreement”) covering the period of December 21, 2017, to December 21, 2022, pursuant to the Railway Labor Act; and

WHEREAS, the Agreement states, *“For purposes of conducting official Union business only, the President of the Union, or her/his designee, will be given, on a confidential basis, access to agreed-upon functions of the Crew Scheduling System. The Union shall be responsible to maintain the confidentiality of any information so obtained”* (CBA Sec. 30.G);

WHEREAS, the Union has requested one (1) additional person have access to agreed-upon functions of the Crew Scheduling System above and beyond the Union President;

WHEREAS, access to the Crew Scheduling System is granted by using an employee’s unique Company user name and password;

WHEREAS, the Company has indicated a willingness to grant the Union’s request with the understanding that the Company maintains the right, at its sole discretion, to revert back to a single point of access as provided for in Section 30.G. of the Agreement; and

NOW, THEREFORE, the parties hereby agree as follows:

1. The Company will grant a second login to the TWU Local 577 Grievance Chair to access agreed-upon functions of the Crew Scheduling System.

2. The additional login is bound by all provisions and responsibilities specifically listed in Section 30.G.
3. The Company maintains the sole discretion to revoke this additional login at any time and revert to the single point of access as provided for in Section 30.G. of the Agreement.
4. This MOA is based on the facts unique to this request and is offered on a non-precedential basis with respect to other bargaining unit employees or union officers. It shall not be cited, offered or relied upon in any manner whatsoever, now or in the future, in connection with any matter involving any other bargaining unit employees or the Union, excluding only a proceeding to enforce the express terms of this specific agreement.
5. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Photographic and facsimile copies of such signed counterparts will be sufficient to bind the parties to this Agreement and may be used in lieu of the originals for any purpose.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dated this _____ day of February, 2019.

Dated this 19 day of February, 2019.

For the Union:

The Transport Workers Union of America,
AFL-CIO

By: _____

Its: _____

For the Company:

Allegiant Air

By: Alec - three -

Its: Director of Inflight Planning + Admin.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dated this 14 day of February, 2019.

Dated this ____ day of February, 2019.

For the Union:

The Transport Workers Union of America,
AFL-CIO

By: J Mayfield
Its: President TWU 577

For the Company:

Allegiant Air

By: _____
Its: _____