

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**, Coronavirus Disease (COVID-19) pandemic has created an accelerated decline in demand for travel; and

**WHEREAS**, the Company is taking decisive action to preserve cash and protect our company by canceling and consolidating flights in April 2020; and

**WHEREAS**, Flight Attendants have already bid April schedules for the Bid Period and awards have been issued; and

**WHEREAS**, the Agreement states, "*After final awards are published and the protest process of B.2 above is completed, Open Time will be posted electronically and awarded on a first-come, first-served basis to Flight Attendants who are legal and available for the Open Time*" (Sec. 19.C.1.).

**WHEREAS**, the Union and the Company wish to avoid re-bidding for the April Bid Period; and

**WHEREAS**, the Company needs time to process all the April schedule changes pursuant to Reschedule/Reroute language in the Agreement (Sec. 19.F.); and

**WHEREAS**, the Company and Union wish to find mutual agreement on delaying transactions with Open Time for April Bid Period;

**NOW, THEREFORE**, the parties hereby agree as follows:

1. Transactions with Open Time, pursuant to Section 19.C.1., for the April Bid Period will be delayed until March 27, 2020, at 1700 Pacific Time.
2. This MOA is based on facts unique to this case and is offered on a non-precedential basis with respect to other bargaining unit employees covered under the Agreement. 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.
3. 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 15 day of March, 2020.

Dated this 18<sup>th</sup> day of March, 2020.

**For the Union:**  
The Transport Workers Union of America,  
AFL-CIO

**For the Company:**  
Allegiant Air

By: Joseph Mayfield

By: Bill [Signature]

Its: President, TWU Local 577

Its: Managing Director of Labor Relations

Thanks,

Joseph Mayfield