

MEMORANDUM OF AGREEMENT

between

ALLEGIANT AIR, LLC.

and

THE FLIGHT ATTENDANTS

in the service of

ALLEGIANT AIR, LLC.

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 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 Company’s current awarding process is to gradually release monthly Flight Attendant Bid Awards through Merlot, as well as to release Flight Attendant Bid Awards across the current programmatic platforms of Merlot, CBI, and G4Connect without coordination; and

WHEREAS, the Union recognizes that the Company’s current process is not a contractual violation, but has brought forward concerns and identified unintended consequences that have developed as a result of the current process; and

WHEREAS, the Company wishes to work with the Union to mitigate their concerns, where possible, as they relate to both the uncoordinated release across multiple programmatic platforms of Merlot, CBI, and G4Connect, and the gradual release of Flight Attendant Bid Awards through Merlot;

NOW, THEREFORE, the parties hereby agree as follows:

1. The Company agrees to modify its current process as follows:
 - a. The release of monthly Flight Attendant Bid Awards in Merlot will be coordinated so all monthly Flight Attendant Bid Awards are released to Merlot within a one (1) hour period.
 - b. The release of the monthly Flight Attendant Bid Awards across the multiple programmatic platforms of Merlot, CBI, and G4Connect will also be coordinated

so as to be completed within the same one (1) hour period as identified in 1.a. above, to the extent practical.

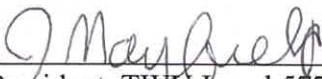
- c. The Company agrees to work in good faith with Merlot to explore the potential creation of additional programmatic logic that would provide for a defined window for the release of the monthly Flight Attendant Bid Awards that can be communicated in advance (e.g., 1600-1700PT). Prior to implementing this type of programmatic enhancement, the Company shall notify the Union of the intended window for the release of monthly Flight Attendant Bid Awards.
2. The Union acknowledges and agrees that the Company's good faith efforts in modifying its current practice to address the identified non-contractually binding concerns will not place a new contractual burden on the Company as it relates to the parties' grievance and arbitration process. Specifically, the Company's good faith efforts to adhere to this MOA will be binding, but the Union understands and agrees that factors outside the control of the Company (e.g., programmatic issues with Merlot, etc.) that results in non-compliance with this MOA will not place any burden of contractual violation on the Company, nor will it create any liability for remedy on the Company.
3. The Union and Company acknowledge and agree that the duration of this MOA is specifically tied to the Company's utilization of those programmatic platforms identified herein (i.e., CBI, Merlot, and G4Connect), and that the replacement of one or more of these systems will be cause for the expiration of this MOA. Nothing herein prohibits the parties from mutually agreeing to modify or replace this MOA with a subsequent MOA of the same intent for the replacement system(s).
4. The failure to insist upon compliance with any term, covenant or condition contained in this MOA shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this MOA at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.
5. This MOA 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 MOA 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 29 day of July, 2021.

For the Union:

The Transport Workers Union of America,
AFL-CIO

By: 
Its: President, TWU Local 577

Dated this 23rd day of July, 2021.

For the Company:

Allegiant Air, LLC

By: 
Its: Managing Director of Labor