

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, Flight Attendants are required to provide a personal credit or debit card when checking into a Company provided hotel room to cover any incidental charges they may incur; and

WHEREAS, the Company has indicated a willingness to end this practice with specific acknowledgment and understanding from the Union regarding the expectations of Flight Attendants and incidental hotel charges; and

WHEREAS, the Union wishes to end the practice of requiring Flight Attendants to provide a personal credit or debit card when checking into a Company provided hotel room to cover any incidental charges;

NOW, THEREFORE, the parties hereby agree as follows:

1. Effective for all hotels booked following the full execution of this MOA, the Company will cease the practice of requiring Flight Attendants to provide a personal credit or debit card to cover any incidental charges when checking into a Company provided hotel room.
2. The Union acknowledges and agrees that a Flight Attendant is expressly prohibited from incurring any incidental charges that would be billed or charged to the Company for a provided hotel room or reservation.

3. The Union acknowledges and agrees that should a Flight Attendant incur any incidental charges while at a Company provided hotel room, it is the Flight Attendants sole responsibility to ensure that the incidental charge(s) is not billed or otherwise charged to the Company.
4. The Union acknowledges and agrees that should a Flight Attendant incur any incidental charges, and said charges are found to have been billed to the Company, that it is the Flight Attendant's sole responsibility to promptly repay the Company in full for said charges. For the purposes of this provision, promptly shall mean within 15-calendar days of the Company notifying the Flight Attendant of the incurred charges. A phone call and email to the Company email of the affected Flight Attendant will constitute as notification.
5. Should a Flight Attendant disagree or wish to dispute the accuracy or legitimacy of said charge(s), they shall notify Crew Travel within seven (7) calendar days of their desire to dispute the specific charge(s). It will be the Flight Attendants sole responsibility to promptly repay the Company in full for any disputed charge(s) that are not ultimately reversed by the hotel. For the purposes of this provision, promptly shall mean within 15-calendar days of the Company notifying the Flight Attendant of the substantiated (i.e., not reversed by the hotel after review) charges. The Company will make a credible effort to allow any payment(s) to be payroll deducted.
6. The Union understands and agrees that the failure of a Flight Attendant to adhere to the terms of this MOA may result in formal discipline being issued.
7. 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 6 day of April, 2020.

Dated this 6th day of April, 2020.

For the Union:

The Transport Workers Union of America,
AFL-CIO

For the Company:

Allegiant Air

By: _____



Its: President, TWU Local 577

By: _____



Its: Managing Director of Labor Relations