

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 in accordance with the provisions of the Railway Labor Act, as amended (“RLA”), 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 contains specific provisions addressing Premium Pay, i.e., Mission Mode; and

WHEREAS, the Company and Union have identified issues with the voluntary acceptance rate for Mission Mode assignments; and

WHEREAS, the Union has agreed to work collaboratively with the Company to promote and encourage Flight Attendants to volunteer for Mission Mode assignments; and

WHEREAS, the Company has identified a significant increase in unplanned absences which has negatively impacted the operation and staffing projections; and

WHEREAS, the Union has agreed to work collaboratively with the Company to mitigate the occurrences of unplanned absences;

NOW, THEREFORE, the parties hereby agree as follows:

1) Section 6.G. of the Agreement will be modified as follows:

G. Premium Pay (Mission Mode)

When the Company determines that a day or series of days represent a critical operational period, it may, at its sole discretion, offer premium pay for specific trips voluntarily picked up by a Flight Attendant and flown, or specific Reserve periods and/or Airport Standby periods voluntarily requested, awarded, and worked on those days as follows:

1. The Company may, at its sole discretion, identify or de-identify any open trip(s), Reserve period(s), or Airport Standby(s) that would be eligible to be paid in accordance with this provision.
2. Open trips, Reserve periods, or Airport Standbys whose schedule report time is forty-eight hours (48) hours or less from the time the Company identified the open trip, Reserve period, or Airport Standby as eligible for Mission Mode Premium Pay will be awarded or assigned to volunteers on a seniority basis absent any legality or conflicts.
3. Open trips, Reserve periods, or Airport Standbys whose schedule report time is more than forty-eight hours (48) hours from the time the Company identified the open trip, Reserve period, or Airport Standby as eligible for Mission Mode Premium Pay will, for open trips, be picked up via the automated trip trade system, or, for Reserve periods or Airport Standbys, be assigned to volunteers on a first-come, first-serve basis.
4. A Flight Attendant who picks up and actually works a Mission Mode assignment in accordance with Section 6.G. will be paid at two (2) times the applicable base rate of pay. A Flight Attendant who is removed from a Premium Pay (Mission Mode) assignment will be pay protected in accordance with Section 6.G. assuming they remain available pursuant to Section 19.F. of the Agreement.
5. For Reserve periods voluntarily requested, awarded, and worked in accordance with Section 6.G., a Flight Attendant will be paid 3.5 hours at two (2) times the applicable base rate of pay. If a Flight Attendant is assigned a trip during the Reserve period, she/he will be paid the greater of 3.5 hours at two (2) times the applicable base rate of pay or the value of the trip as calculated in paragraph 6.G.4. above.
6. For Airport Standbys voluntarily requested, awarded, and worked in accordance with Section 6.G., a Flight Attendant will be paid 3.5 hours at two (2) times the applicable base rate of pay. If a Flight Attendant is assigned a trip during the Airport Standby, she/he will be paid the 3.5 hours at two (2) times the applicable base rate of pay for the Airport Standby period. This will be in addition to the actual compensation earned for the value of the trip as operated.

7. In order to be compensated in accordance with Sections 6.G., any identified trip(s), Reserve period(s), or Airport Standby(s) voluntarily picked up or assigned in accordance with this provision must be flown by the Flight Attendant who originally picked up or was assigned the event, and must not result in that Flight Attendant being required to drop any other trip(s), Reserve period(s), or Airport Standby(s) as a result of the voluntary pick up or assignment unless expressly agreed to by the Company at the time of assignment or pickup.
 8. Unless otherwise expressly stated in this MOA, Open Time Distribution will continue to be handled pursuant to Section 19.C. of the Agreement.
- 2) This MOA shall remain in full force and effect from the date of execution by both the Company and Union, until December 21, 2022. Following a ninety (90) day implementation period, either party may cancel the terms of this MOA and return to the express provisions of Section 6.G. of the Agreement by providing at least twenty-eight (28) days advanced written notice of their intent. Should either party wish to invoke the twenty-eight (28) day notice period to withdraw from the MOA, it will offer to meet and confer with the other party over the reasoning to withdraw from this MOA, and provide the other party with the ability to address the withdrawing party's concerns prior to issuing the written notice. Should the parties wish to continue the terms of this Agreement beyond December 21, 2022, they shall address the matter during the collective bargaining process for a successor agreement. The terms and provisions of this MOA shall not constitute the status quo in any future negotiations, mediations, or arbitrations between the parties.
 - 3) This MOA is based on the facts unique to this request and is offered on a non-precedential basis with respect to other instances involving contractual matters for 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.
 - 4) 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 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 29 day of May, 2019.

Dated this 3 day of ~~May~~^{June}, 2019.

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

For the Company:
Allegiant Air

By: J Mayfield

By: Will R

Its: President of TWW Local 577

Its: Director of Labor Relations