

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, Oakland, California ("OAK") is currently identified as a permanent domicile in accordance with the parties' Agreement;

WHEREAS, the Company has determined it necessary to close the OAK domicile with a projected effective date of August 30, 2019;

WHEREAS, the Agreement contains no specific provisions on the providing of specific additional consideration for the separation, retention, or relocation of Flight Attendants following the closure of a domicile;

WHEREAS, the Company has indicated a willingness to provide those Flight Attendants currently assigned to the OAK domicile with additional consideration for their separation, retention, or relocation due to the closure of the domicile; and,

NOW, THEREFORE, the parties hereby agree as follows:

The Company will provide those Flight Attendants currently assigned to the OAK domicile with the option for additional consideration for their retention and subsequent separation or relocation due to the closure of the domicile under the following terms and conditions:

- 1) Retention Bonus:
 - a) Current OAK based Flight Attendants will be eligible to receive a retention bonus in the amount of \$5,500 if **all** of the following conditions are met:
 - i) The Flight Attendant maintains employment in good standing with the Company; and,
 - ii) The Flight Attendant remains active and assigned to the OAK domicile through the effective date of the OAK domicile closure (currently identified as August 30, 2019).
 - b) Should the Company determine an OAK based Flight Attendant eligible to receive a retention bonus as identified in paragraph 1.a. above, such bonus shall be paid in two (2) separate distributions; the first occurring on or about July 31, 2019, in the amount of \$2,000, and the second occurring on or about August 31, 2019, in the amount of \$3,500.
- 2) Relocation:
 - a) Those current OAK based Flight Attendants who receive the Retention Bonus as identified in the Retention Bonus section of this MOA, **and** who choose to accept a posted vacancy and transfer to another domicile location as of the day following the effective date of the OAK domicile closure (currently identified as September 1, 2019), will be eligible for the reimbursement of documented and submitted actual moving expenses up to \$5,500.00.
 - b) Any reimbursement of submitted moving expenses as identified in paragraph a) of this Relocation Section must be provided to the Company no later than December 31, 2019, and will be tied to a one-year continued employment commitment. Should a Flight Attendant voluntarily resign from the Company and/or be terminated for cause prior to the expiration of the one-year continued employment commitment, the Flight Attendant will be obligated to repay, on a prorated basis, any reimbursed moving expenses.
 - c) Flight Attendants who accept a posted vacancy and transfer to another domicile location in accordance with this Relocation Section will not be required to report to their new domicile until the first day of the October 2019 Bid Period. Such Flight Attendants will be paid their Minimum Guarantee as identified in Section 6.M. of the Agreement for the month of September without any work requirements.
 - d) All posted vacancies will be processed in accordance with Section 17 of the Agreement.
- 3) Severance:
 - a) Those current OAK based Flight Attendants who receive the Retention Bonus as identified in the Retention Bonus section of this MOA, **and** who choose to end their employment with the Company as of the day following the effective date of the OAK domicile closure (currently identified as September 1, 2019), will receive the following:

- i) A one-time severance payment equal to eight (8) weeks salary, plus an additional week for every completed year of service. These calculations will be based off of minimum guarantee.
 - ii) Elected and currently effective benefits (i.e., Health Insurance, Dental, and Vision) will remain effective through September 30, 2019.
 - iii) Any remaining vacation and/or flex balances will be paid pursuant to Section 12.A.8 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. 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 12 day of February, 2019.

Dated this 12 day of February, 2019.

For the Union:

The Transport Workers Union of America,
AFL-CIO

For the Company:

Allegiant Air

By: J Mayfield

By: ALC-ILCO

Its: TWU 577 President

Its: Director of Inflight Planning + Admin