

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, in 2020 during the COVID-19 pandemic the Company and the Union worked together to create another type of leave called Voluntary Short-Term Leave (VSTL) which behaves similarly to Company Convenience Leave (CCL); and

WHEREAS, the Flight Attendant Attendance Policy provides guiding language for Perfect Attendance (Sec. 1.G.) and provides a stand-alone definition of what “Active” means for the purposes of Perfect Attendance; and

WHEREAS, the Flight Attendant Attendance Policy provides guiding language for how a flight attendant receives a quarterly Record Improvement (Sec. 1.E.) and provides a stand-alone definition of what a “chargeable occurrence” means for the purposes of Record Improvement; and

WHEREAS, the definition of Active in Section 1.G. includes CCL and both parties wish to consider VSTL as Active, like CCL, for the purposes of Perfect Attendance consideration; and

WHEREAS, Section 1.G. exceptions (i.e., BRV, OJI, CCL, and other approved leave that is exempt under the law) also apply to Section 1.E. for Record Improvement; and

WHEREAS, the Company and Union agree that flight attendant fatigue calls that are accepted into the Fatigue Risk Management Program (FRMP) by the Fatigue Risk Management Committee (FRMC) should not be considered a “chargeable occurrence” under the Flight Attendant Attendance Policy; and

NOW, THEREFORE, the Company and the Union agree as follows:

A. VOLUNTARY SHORT TERM LEAVES (VSTL)

1. Since the start of VSTL, the Company has treated VSTL like a CCL for purpose of calculating a flight attendant’s attendance.
2. The Company will continue to consider VSTL as not a chargeable occurrence pursuant to Section 1.E. of the Flight Attendant Attendance Policy.
3. The Company will continue to consider VSTL as an exception to the definition of Active pursuant to Section 1.G. of the Flight Attendant Attendance Policy.

B. ACCEPTED FATIGUE

1. Accepted flight attendant fatigue calls will not prevent a flight attendant from being eligible for quarterly Record Improvement (as outlined in Section 1.E.) or eligible for Perfect Attendance Recognition (as outlined in Section 1.G.) of the Flight Attendant Attendance Policy
2. The Company will update all attendance records for flight attendants retroactively from January 1, 2020 on to reflect this change.

C. GENERAL

1. This MOA is based on facts unique to this case and is offered on a non-precedential basis. 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.
2. Nothing in this MOA is intended to waive now, or in the future, the requirement by the Company in Section 30.L. of the Agreement to provide thirty (30) days’ notice prior to implementing changes to the content of the Attendance Policy.
3. The failure to insist upon compliance with any term, covenant or condition contained in this Agreement 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 Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

- 4. 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 10 day of November, 2020.

Dated this 10th day of November, 2020.

For the Union:

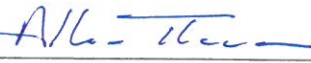
The Transport Workers Union of America,
AFL-CIO

For the Company:

Allegiant Air

By: 

Its: President, TWU Local 577

By: 

Its: Managing Director of Flight Crew
Planning & Administration