

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, the parties recognize the COVID-19 outbreak, which triggered the World Health Organization’s determination of a global pandemic, the President of the United States declaring of a National Emergency, has had an unprecedented impact to the Company and its Flight Attendants;

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

A. VOLUNTARY SHORT TERM LEAVE

The Company may make available to Flight Attendants a Voluntary Short Term Leave (VSTL) option based on projected Flight Attendant staffing need across our network. If it is determined that there are Domicile(s) which are staffed in excess of projected need to adequately staff the operation, VSTL opportunities may be offered in those particular Domicile(s).

B. VSTL PROGRAM ELIGIBILITY

At the time the VSTL opportunities become available, all current and qualified Flight Attendants that are eligible to bid, are eligible to participate in the VSTL bid, barring there are VSTL opportunities in their respective Domicile, except:

1. Part-Time Flight Attendants are not eligible for VSTL.
2. Flight Attendants currently on a Leave of Absence, or approved for a Leave of Absence that would cover the VSTL period. A Leave requested/approved prior to the VSTL opportunities being awarded would remove the Flight Attendant from 'VSTL' eligibility for that Bid Period. VSTL and FMLA will not run concurrently; in the event of an approved FMLA after an awarded VSTL, a Flight Attendant will forfeit VSTL for every pay period that conflicts with her/his approved FMLA. Short-term disability and VSTL will not run concurrently; in the event of an approved claim after an awarded VSTL, a Flight Attendant will forfeit VSTL for every pay period that conflicts.
3. Flight Attendants on active light duty status, excluding those related to Workers' Comp (OJI), are eligible to participate in the VSTL bid. The Flight Attendant will receive an award if their seniority will allow it. If awarded, the Flight Attendant will be free of their obligation to work light duty for the applicable Bid Period (an award to a light duty Flight Attendant will not reduce the number total VSTL awarded in the Domicile).
4. Field Instructors with the Training Department may be prohibited from being considered eligible at the Company's discretion.
5. Flight Attendants that have scheduled or awarded Continuing Qualification (CQ) Training during the VSTL period will be considered eligible and may have the option to reschedule their training for a future month.
6. Flight Attendants with two-weeks or less Vacation scheduled during the VSTL Bid Period will be considered eligible, however, the awarded Vacation will be removed and the Flight Attendant will be required to reschedule the Vacation period to a future open week. If no open Vacation weeks are available, the Flight Attendant would be paid out the value of the Vacation prior to December 31 of the applicable year.
7. Flight Attendants that would be projected to lapse their flight currency during the VSTL period (i.e., one trip within a six-month period) may be prohibited from being considered eligible at the Company's discretion. If a Flight Attendant is approved for VSTL and subsequently falls out of currency, they will be scheduled for an unpaid check ride upon return.

C. COMPENSATION FOR AWARDED VSTL

Flight Attendants who request and are awarded VSTL opportunities will be compensated at 40 Hours at their applicable rate for each full Bid Period the awarded VSTL encompasses.

D. PROGRAM RULES

1. Flight Attendants who request and are awarded a VSTL opportunity shall retain and continue to accrue seniority and other benefits as an active employee during the VSTL period including:
 - i. Sick and Vacation accrual.
 - ii. Medical, Dental, Vision (Crew Member still pays the employee portion)
 - iii. 401K match
 - iv. Flight benefits
2. Flight Attendants who request and are awarded a VSTL opportunity shall be ineligible to pick up or be awarded any Trips, Reserve Duty or Airport Standbys, including Mission Mode, Checking events (Instructors and Check Flight Attendants), or Junior Assignment, during the awarded VSTL period.

E. VSTL DURATION

1. VSTL bids may be structured and offered to encompass one (1) entire monthly Bid Period.
2. Posted VSTL opportunities will identify if VSTLs are being offered in a particular Domicile.

F. VSTL BIDDING AND AWARDING

1. For the April, 2020, Bid Month:
 - i. VSTL opportunities will be offered for the April, 2020, Bid Month.
 - ii. The April VSTL bid will open on March 29th and Close at 1800 PST March 30th.
 - iii. Flight Attendants who request and are awarded a VSTL opportunity for April 2020 will be notified via email no later than 1700PT March 31, 2020.

- iv. Flight Attendants previously awarded a Company Convenience Leave (CCL) for the April 2020 Bid Period will be eligible to switch from CCL to VSTL by submitting a new bid within the prescribed timeframes assuming their seniority can hold a VSTL. If their seniority cannot hold a VSTL, they will remain on CCL status for the April 2020 Bid Period.

2. For all future Bid Months:

- i. If VSTL opportunities are to be offered in a given Bid Period, said opportunities will be posted no later than five (5) calendar days prior to that monthly Bid Period opening.
- ii. Flight Attendants will have no less than seventy-two (72) hours to place a bid requesting to be considered for a posted VSTL opportunity. The actual window for Flight Attendants to place a bid requesting to be considered for a posted VSTL opportunity shall be indicated at the time of the initial posting of opportunities.
- iii. VSTL opportunities will identify the specific Domicile(s), but will not include an exact number of VSTL opportunities in those Domicile(s). The number of VSTL opportunities actually awarded will be determined prior to the opening of monthly Bidding.
- iv. Flight Attendants who request and are awarded a VSTL opportunity will be notified no later than forty-eight (48) hours after the opening of the monthly Bid Period in which the VSTL encompasses.

3. VSTL opportunities will be awarded to eligible Flight Attendants in a particular Domicile in Seniority order.

4. No Flight Attendant will be required to involuntarily accept a VSTL.

G. AGREEMENT DURATION

This MOA shall become effective on the date signed and shall remain in full force and effect unless otherwise modified with mutual agreement between the Company and the Union until September 30, 2020.

H. 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. 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.
3. 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 29th day of March, 2020.

Dated this 29th day of March, 2020.

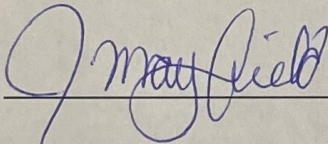
For the Union:

The Transport Workers Union of America,
AFL-CIO

For the Company:

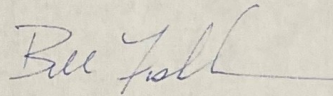
Allegiant Air

By: _____



Its: President, TWU Local 577

By: _____



Its: Managing Director of Labor Relations