

MEMORANDUM OF UNDERSTANDING

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 UNDERSTANDING (“MOU”) 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; and

WHEREAS, the Company and the Union want to work together to avoid Furloughs or reduction in force and to preserve work opportunities for existing Flight Attendants; and

WHEREAS, the Company and the Union entered into a Memorandum of Agreement (MOA) providing for a Voluntary Short Term Leave (VSTL) program on March 29, 2020; and

WHEREAS, and the parties wish to clarify how the April, 2020, Trip Pairings and Reserve Call-Out Periods already assigned to those Flight Attendants awarded April 2020 VSTLs will be handled;

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

A. APRIL VSTL PROGRAM CLARIFICATIONS

1. Any Pairing(s) that were on a Flight Attendant's April Bid Line at the time they were awarded a VSTL or CCL will not be placed into open time, until and unless the Company determines that the Trip Pairing will be operated. If the Company determines that a Trip Pairing(s) will operate as scheduled, such Trip Pairing(s) shall be placed into Open Time no later than seventy-two (72) hours prior to the Trip Pairing(s) scheduled report time, and will not be assigned to a reserve until 1000 Pacific Time two (2) calendar days prior to the scheduled report time of the trip.
2. Any Reserve Call-Out Period(s) that were on a Flight Attendant's April Bid Line at the time they were awarded a VSTL will not be placed into Open Time.
3. Due to the dramatic drop in flying in many Domiciles, the Company will not assign airport standby for periods when no flight activity is scheduled for that day in that domicile. This airport standby clause will have an extended date through May 31, 2020.

B. AGREEMENT DURATION

This MOU 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 April 30, 2020.

C. GENERAL

1. This MOU 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 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