

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 Agreement only provides for the involuntary cancellation of awarded vacations, specifically under Section 12.A.7. of the Agreement; and,

WHEREAS, the Company would prefer to offer Flight Attendants the opportunity to volunteer to cancel their awarded vacation; and,

WHEREAS, the Company and Union wish to find mutual agreement on the process of offering voluntary vacation cancellation in this case and moving forward;

NOW, THEREFORE, the parties hereby agree as follows:

1. At the Company’s discretion, Flight Attendants who have been awarded vacation may be provided the opportunity to voluntarily elect to cancel said vacation period.
2. Should the Company elect to offer a Flight Attendant or group of Flight Attendants the ability to voluntary cancel an awarded vacation period, this will in no way limit the Company’s ability to invoke Section 12.A.7. and involuntarily cancel vacation periods in accordance with that Section.

3. In lieu of the provisions identified in Section 12.A.7.c. and 12.A.7.d., any Flight Attendant who voluntarily cancels an awarded Bid Period vacation in accordance with this MOA shall be paid out the value of the canceled vacation period.
4. The order of voluntary cancellations will be awarded by Domicile and vacation week in Domicile Seniority order.
5. Should a Flight Attendant elect to voluntarily cancel an awarded Bid Period vacation in accordance with this MOA, all payouts for the canceled vacation period shall be in accordance with the provisions of the Agreement, Company policy, and past practice.
6. This MOA is based on facts unique to this case and is offered on a non-precedential basis with respect to other bargaining unit employees covered under the Agreement.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.
7. 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 02 day of May, 2019.

Dated this 02 day of May, 2019.

For the Union:

The Transport Workers Union of America,
AFL-CIO

By: J Mayfield
Its: TWU Local President

For the Company:

Allegiant Air

By: AVL - Tico
Its: Director of Inflight Planning & Admin.