

MEMORANDUM OF AGREEMENT

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 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 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 CBA”) covering the period of December 21, 2017 to December 21, 2022, pursuant to the Railway Labor Act; and

WHEREAS, LAX based Flight Attendants are provided with employee parking permits in the employee parking, and said parking lot, is significantly further away from the gates than the short-term parking lot; and,

WHEREAS, LAX Flight Attendants spend significant amounts of time taking the shuttle and other people moving machines from the employee parking lot to the terminal; and,

WHEREAS, the Company and the Union agree that the current parking situation in LAX for the Flight Attendants takes significantly longer than other bases; and,

NOW, THEREFORE, the parties agree to the following provisions to alleviate the difficulties for LAX Flight Attendants with respect to the employee parking lot and the time needed to get from the parking lot to the gate:

1. The Company agrees that any LAX Flight Attendant who has a show time of less than three hours from initial notification (specifically reserve call-outs and Mission Mode), has the option of parking in the short-term parking lot. If an LAX Flight Attendant chooses to use the short-term parking, that Flight Attendant will be reimbursed for the short-term parking fees through the Company’s established reimbursement process (currently Chrome River). The Company agrees that the reimbursement will be processed as soon as reasonably possible.

2. This MOA is based on facts unique to this request and is offered on a non-precedential basis with respect to other instances involving contractual matters for bargaining unit employees covered under the CBA. 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 MOA. This MOA is based solely on facts unique to LAX based Flight Attendants.

3. This MOA shall become effective immediately within execution by both the Company and the Union and shall remain in effect until at least August 31, 2023. After August 31, 2023 the parties agree to revisit the LAX employee parking situation to determine whether an extension of this MOA is needed. If either the Company or the Union chooses to terminate this MOA after August 31, 2023, then they shall notify the other in writing and give at least 60 days notice of the intent to terminate this MOA.

4. This MOA 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 Amended GSA on the respective dates set forth below.

Dated this 16th day of July, 2022.

Dated this 15 day of July, 2022.

For the Union:

The Transport Workers Union of America,
AFL-CIO

By: Christa Jife
Its: TWU Local 577 President

For the Company:

Allegiant Air

By: Dustin Gale
Its: Director of Labor