

SETTLEMENT 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 SETTLEMENT AGREEMENT (“Settlement”) 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, on June 8, 2022 the Company and the Union entered into a Memorandum of Agreement¹ to enhance Mission Mode and Open Time pay that paid up to 300% on certain trips designated by the Company; and,

WHEREAS, there was robust participation by the Flight Attendants to pick up Mission Modes and Open Time trips that were paying a premium of 300%; and,

WHEREAS, there was a mistake made by the Company in processing the payment of these premium pay trips that resulted in approximately 482 Flight Attendants being paid 400% as a premium, as opposed to the 300% premium agreed to by the parties; and,

WHEREAS, this mistake by the Company resulted in approximately a two-hundred and thirty thousand dollar (\$238,000) overpayment to the 482 Flight Attendants identified above; and,

NOW, THEREFORE, the parties agree to the following provisions as a complete Settlement of the inadvertent overpayment by the Company to the 482 Flight Attendants:

1. The Company agrees not to pursue or in any way request that the 482 Flight Attendants payback or return the inadvertent overpayment that totaled approximately \$238,000.

¹ See attachment

2. In exchange, the Union agrees that this one-time inadvertent payment shall not set any kind of precedent or expectation moving forward that the June 8, 2022 MOA requires the Company to pay more than up to 300% for any of the trips designated by the Company. Further, the Union agrees that the Company's decision to not pursue repayment for the \$238,000 overpayment does not establish a practice or precedent by the Company to forego its legal and contractual right to seek repayment in the future if the Company again inadvertently overpays one or more Flight Attendants.
3. The Union also acknowledges that the Company is well within its legal and contractual rights to seek repayment of the \$238,000 from the 482 Flight Attendants who were inadvertently overpaid but that the Company has chosen not to pursue a repayment as an acknowledgment of the good faith efforts of the Flight Attendants to work jointly with the Company in fulfilling the scheduling expectations of our passengers.
4. This Settlement 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 Settlement.
5. This Settlement shall become effective immediately within execution by both the Company and the Union.
6. This Settlement 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.

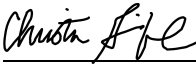
IN WITNESS WHEREOF, the Parties have executed this Settlement on the respective dates set forth below.

Dated this 14th day of July, 2022.

Dated this 15 day of July, 2022.

For the Union:

The Transport Workers Union of America,
AFL-CIO

By: 
Its: TWU Local 577 President

For the Company:

Allegiant Air

By: 
Its: Director of Labor

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 in accordance with the provisions of the Railway Labor Act, as amended (“RLA”), 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 contains specific provisions addressing Premium Pay (i.e., Mission Mode), Junior Assignment, and Reschedule/Reroute; and

WHEREAS, the Company and Union entered into a prior MOA on June 3, 2019, which modified the pay associated with Mission Modes and provided for the creation of Mission Mode Premium Pay open trips; and

WHEREAS, the Company and Union wish to continue to work collaboratively to improve the compensation and opportunities for Flight Attendants related to Mission Mode, Junior Assignment, and Reschedule/Reroute;

NOW, THEREFORE, the parties hereby agree as follows:

1) Section 6.G. of the Agreement and the June 2019 Mission Mode MOA will be modified as follows:

G. Premium Pay (Mission Mode)

When the Company determines that a day or series of days represent a critical operational period, it may, at its sole discretion, offer premium pay for specific trips voluntarily picked up by a Flight Attendant and flown, or specific Reserve periods

and/or Airport Standby periods voluntarily requested, awarded, and worked on those days as follows:

1. The Company may, at its sole discretion, identify or de-identify any open trip(s), Reserve period(s), or Airport Standby(s) that would be eligible to receive Mission Mode Premium Pay. This will be accomplished by attaching a premium pay designator to an open trip to identify it as a Mission Mode Premium Pay trip. The amount of premium pay multiplier being assigned to an individual open trip will be designated on that trip pairing as follows:
 - a. "\$" identifies an open trip paying 200%
 - b. "\$\$" identifies an open trip paying 250%
 - c. "\$\$\$" identifies an open trip paying 300%
2. Open trips, Reserve periods, or Airport Standbys whose schedule report time is forty-eight hours (48) hours or less from the time the Company identified the open trip, Reserve period, or Airport Standby as eligible for Mission Mode Premium Pay will be awarded or assigned to volunteers on a seniority basis absent any legality or conflicts.
3. Open trips whose schedule report time is more than forty-eight hours (48) hours from the time the Company identified the open trip as eligible for Mission Mode Premium Pay will be available to be picked up by Flight Attendants via the automated trip trade system on a first-come, first-serve basis.
4. Reserve periods and/or Airport Standbys whose schedule report time is more than forty-eight hours (48) hours from the time the Company identified the Reserve period or Airport Standby as eligible for Mission Mode Premium Pay will be assigned to volunteers on a first-come, first-serve basis.
5. A Flight Attendant who picks up and actually works a Mission Mode assignment in accordance with Section 6.G. shall be compensated by having the identified Mission Mode Premium Pay rate designator multiplied by their applicable base rate of pay. A Flight Attendant who is removed from a Premium Pay (Mission Mode) assignment will be pay protected in accordance with Section 6.G. assuming they remain available pursuant to Section 19.F. of the Agreement.
6. For Reserve periods voluntarily requested, awarded, and worked in accordance with Section 6.G., a Flight Attendant will be paid 3.5 hours multiplied by the identified Mission Mode Premium Pay rate designator at their applicable base rate of pay. If a Flight Attendant is assigned a trip during the Reserve period, she/he will be paid the greater of 3.5 hours multiplied by the identified Mission Mode Premium Pay rate designator at their applicable base rate of pay, or the value of the trip as calculated in paragraph 6.G.5. above.

7. For Airport Standbys voluntarily requested, awarded, and worked in accordance with Section 6.G., a Flight Attendant will be paid 3.5 hours multiplied by the identified Mission Mode Premium Pay rate designator at their applicable base rate of pay. If a Flight Attendant is assigned a trip during the Airport Standby, she/he will be paid the 3.5 hours multiplied by the identified Mission Mode Premium Pay rate designator at their applicable base rate of pay for the Airport Standby period. This will be in addition to the actual compensation earned for the value of the trip as operated.
 8. In order to be compensated in accordance with Sections 6.G., any identified trip(s), Reserve period(s), or Airport Standby(s) voluntarily picked up or assigned in accordance with this provision must be flown by the Flight Attendant who originally picked up or was assigned the event, and must not result in that Flight Attendant dropping any other trip(s), Reserve period(s), or Airport Standby(s) unless expressly agreed to by the Company at the time of assignment or pickup.
 9. If an attempt to cover a Mission Mode Premium Pay trip is unsuccessful, and that trip is instead subsequently assigned to a Flight Attendant as a Reschedule/Reroute, the Flight Attendant shall receive the identified Mission Mode Premium Pay rate multiplier for operating the assigned flight segments associated with that open trip.
 10. Unless otherwise expressly stated in this MOA, Open Time Distribution will continue to be handled pursuant to Section 19.C. of the Agreement.
- 2) Section 6.I. of the Agreement, Junior Assignment, shall be modified as follows:
- A Flight Attendant who is called as a JA and flies as such shall receive two (2) times the applicable base rate of pay above guarantee for all trips flown as a JA.
- 3) Section 19.F.4. of the Agreement, Reschedule/Reroute, will be modified as follows:
- Regular and Mixed Line Holders shall receive two (2) times the applicable base rate of pay for any additional flight segments added to their regular duty day.
- 4) This MOA shall become effective within seven (7) calendar days of execution by both the Company and Union and shall remain in effect until and unless the parties mutually agree in writing otherwise.
- 5) This MOA is based on the 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 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.

- 6) 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 Agreement on the respective dates set forth below.

Dated this 8th day of June, 2022.

Dated this 7th day of June, 2022.

For the Union:

The Transport Workers Union of America,
AFL-CIO

For the Company:

Allegiant Air

By: Christa Fife

By: Bill Foll

Its: President TWU Local 577

Its: Vice President of Labor