

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 “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 “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 Company and the Union have identified the potential benefit of implementing a Flight Attendant Drug and Alcohol Program (hereinafter referred to as “Allegiant FADAP”) to support Flight Attendants; and

WHEREAS, the Company and Union wish to work collaboratively to ensure that Flight Attendants are provided with a functional and high performing Allegiant FADAP; and

WHEREAS, the Company and Union have agreed to implement an Allegiant FADAP to be administered and maintained through Company policy;

NOW, THEREFORE, the parties hereby agree as follows:

- 1) The purpose of the Allegiant FADAP is to help Flight Attendants seek treatment and recover from any use or dependency of prohibited substances while preserving their careers and air safety.
- 2) The Allegiant FADAP may be modified at the Company’s discretion utilizing the following procedures:

- a) The Company shall provide the FADAP Committee with the specific change(s) it is proposing, the reason/reasons for the change, as well as any relevant supporting documentation no less than thirty (30) days prior to the desired implementation date.
 - b) During the thirty (30) day notice period, and upon written request from the Union, the parties shall meet and confer in an effort to resolve any outstanding disputes or disagreements over the implementation of the proposed changes.
 - c) If the Union concurs with the proposed changes, the Company shall implement those changes at the conclusion of the thirty (30) day notice period.
 - d) If, following a meet and confer, the Union disagrees with a specific proposed change(s), the dispute shall be elevated to the Vice President of Labor and the President of the Union within the thirty (30) day notice period in an effort to resolve any outstanding disputes or disagreements over the implementation of the proposed changes. If the Vice President of Labor and the President of the Union cannot resolve the dispute(s), the final decision on whether to implement a proposed change(s) shall be made by the Vice President of Labor at the conclusion of the thirty (30) day notice period.
- 3) 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 one of the parties formally requests to withdraw in accordance with the following procedures:
- a) The withdrawing party must provide at least thirty (30) days' written notice to the other party of its intent to withdraw from this MOA.
 - b) During the thirty (30) day notice period, the parties will meet and confer in an effort to reach any understandings or potential amendments to the Allegiant FADAP with the purpose of maintaining a functioning Allegiant FADAP.
 - c) If such discussions do not result in agreement, either party may withdraw from this MOA following the thirty (30) day notice period. Should one party withdraw, this MOA shall become null and void as of that date, and either party has the right to stop participating in joint Allegiant FADAP meetings.
 - d) This MOA may be superseded by an updated Allegiant FADAP Agreement between the Company and the Union.
- 4) The failure to insist upon compliance with any term, covenant or conviction 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 MOA or the CBA any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

5) 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 5th day of October 2023.

Dated this 5th day of October 2023.

For the Union:

The Transport Workers Union of America,
AFL-CIO

For the Company:

Allegiant Air, LLC

By: Christa Fife

By: Bill Fishburn

Its: President TWU Local 577

Its: Vice President of Labor