

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 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 a National Emergency, has had an unprecedented impact to the Company and its Flight Attendants;

WHEREAS, the Company has experienced a significant increase to the number of flight cancellations during the COVID-19 pandemic; and,

WHEREAS, pursuant to Section 19.F.3.ii. of the Agreement, Flight Attendants whose trips are cancelled and choose to be pay-protected for said trips are then required to be put on a footprint of the original trip; and,

WHEREAS, due to the significant increase of flight cancellations during the pandemic the number of Flight Attendants being placed on a footprint has significantly increased; and,

WHEREAS, the Union has filed multiple grievances¹ related to footprint assignments under Section 19.F.3.ii. of the Agreement; and,

¹ The Union has filed grievances #345 and #397 in which they allege that the Company is not complying with the footprint assignments per Section 19.F.3.ii. of the Agreement.

WHEREAS, the Company and Union agreed to hold these grievances in abeyance while the parties worked to negotiate a mutually beneficial agreement that would resolve the disputes without proceeding further with the grievance and arbitration process;

NOW, THEREFORE, the parties hereby agree as follows:

1. The Company and the Union agree that the Company has the ability to offer a Flight Attendant who would otherwise be placed on a "footprint" pursuant to Section 19.F.3.ii. of the Agreement, the option of converting their footprint period to a reserve period.
2. The Company and the Union agree that the Company maintains the sole discretion to convert a Flight Attendant's Section 19.F.3.ii. footprint to a reserve period.
3. If the Company decides to offer a Flight Attendant the choice to convert their Section 19.F.3.ii. footprint to a reserve period, and said Flight Attendant agrees to do so, then said Flight Attendant will be placed on a reserve period in accordance with Section 20 of the Agreement.
4. A Flight Attendant who accepts an offer by the Company to convert their Section 19.F.3.ii. footprint to a reserve period will be paid an additional 4.0 block hours. The 4.0 block hours of pay here would be in addition to any other compensation earned in accordance with Section 6.

Example 1: A Flight Attendant's trip that is calculated to pay six (6) hours is canceled. The Company and the Flight Attendant agree to convert from a footprint period to a reserve period, providing for an additional four (4) hours. If the Flight Attendant is not called for an assignment from their reserve period, they shall receive ten (10) hours for the day.

Example 2: A Flight Attendant's trip that is calculated to pay six (6) hours is canceled. The Company and the Flight Attendant agree to convert from a footprint period to a reserve period, providing for an additional four (4) hours. Then, the Flight Attendant on the converted reserve period is subsequently contacted, confirmed, and works another assignment that is calculated to pay eight (8) hours. As the assignment from the converted reserve period is greater than the original trip that was cancelled (i.e., new trip @ 8 hours versus original trip @ 6 hours), the Flight Attendant would receive the value of the greater trip, plus the 4 hours for the conversion (i.e., 8 hours plus 4 hours = 12 hours).

5. A Flight Attendant who is asked by the Company to convert their Section 19.F.3.ii. footprint to a reserve period shall have no requirement to accept. A Flight Attendant who elects to have their Section 19.F.3.ii. footprint converted to a reserve period does so voluntarily.

6. The failure to insist upon compliance with any term, covenant or condition contained in this MOA 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 at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.
7. 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 MOA 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 29 day of July, 2021.

Dated this 23rd day of July, 2021.

For the Union:

The Transport Workers Union of America,
AFL-CIO

By: J Mayfield

Its: President, TWU Local 577

For the Company:

Allegiant Air, LLC

By: [Signature]

Its: Managing Director of Labor