

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); and

WHEREAS, the Company and Union were parties to a Memorandum of Agreement dated June 3, 2019, in which the Mission Mode process was further modified; and

WHEREAS, the Company and Union have agreed to work collaboratively to promote improvements to the awarding process and encourage Flight Attendants to volunteer for Mission Mode assignments;

NOW, THEREFORE, the parties hereby agree as follows:

- 1) In the offering of Mission Mode assignments, the following process improvements shall be implemented:
 - a) Those Mission Mode assignments posted between 10am PT two (2) days prior and 0959 am PT one (1) day prior to the day of the Mission Mode assignment shall have a two (2) hour response window before closing.

- b) Those Mission Mode assignments posted at or after 1000 am PT one (1) day prior to the day of the assignment shall have a thirty (30) minute response window before closing.
 - c) For those Mission Mode assignments identified in 1.a. and b. above, the Company shall make a good faith effort to award the Mission Mode to a Flight Attendant within thirty (30) minutes of the closing of the respective response window. However, no Flight Attendant shall be awarded a Mission Mode assignment more than one (1) hour after the closing of the respective response window. Instead, the Company shall post a new Mission Mode assignment if it still wishes to cover the trip in that manner.
- 2) This MOA is based on the facts unique to this request and is offered on a non-precedential basis with respect to other instances involving contractual matters for bargaining unit employees covered under the Agreement.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.
- 3) 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 3rd day of March, 2022.

Dated this 2nd day of March, 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, Labor Relations