

MEMORANDUM OF AGREEMENT

between

ALLEGIANT AIR, LLC.

and

FLIGHT ATTENDANTS

in the service of

ALLEGIANT AIR, LLC.

as represented by the

THE TRANSPORT WORKERS UNION OF AMERICA,

AFL-CIO

Regarding

AUSTIN BASE CLOSING

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, 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 April 15, 2024, to April 15, 2029, pursuant to the Railway Labor Act; and

**WHEREAS**, on June 21, 2024, the Company announced the closing of the Base located at the Austin-Bergstrom International Airport (“AUS”), effective January 7, 2025; and

**WHEREAS**, the Company and the Union desire to address the impact of the closing of the AUS Base on the Flight Attendants currently based there

**NOW, THEREFORE**, the Company and the Union agree as follows:

1. The Company shall post a bid for the Flight Attendants affected by the closing of the AUS Base (the “AUS Base Closure Bid”).
  - a. The AUS Base Closure Bid shall not be considered a Vacancy Bid under Section 17 of the CBA.

- b. The AUS Base Closure Bid will run concurrent to the Winter Vacancy Bid.
  - c. Only those Flight Attendants who hold a current or future vacancy award as an AUS Flight Attendant June 21, 2024, and who have not voluntarily bid out of their AUS Vacancy prior to the opening of the AUS Base Closure Bid (the “Affected AUS Flight Attendants”), shall participate in the AUS Base Closure Bid.
2. The Company shall post the AUS Base Closure Bid electronically no later than August 14, 2024, and it shall remain open for at least fourteen (14) calendar days.
3. The AUS Base Closure Bid notice shall state the number of Flight Attendants affected, the names of the Affected AUS Flight Attendants, the Base(s) that will be open, and the earliest effective date of each Base into which the Affected AUS Flight Attendants may be absorbed.
4. All Affected AUS Flight Attendants will be provided with two (2) options.
  - a. Option A: Relocation. They will provide their bid preference(s) to reflect the other Base(s) into which they wish to be absorbed and corresponding effective date.
  - b. Option B: Resignation. They will remain an AUS Flight Attendant and separate effective December 31, 2024.
5. For those Affected AUS Flight Attendants who elect Relocation (i.e., Option A above), the following shall apply:
  - a. An Affected AUS Flight Attendant will be permitted to exercise their seniority in another Base if that Flight Attendant is more senior than the most junior Flight Attendant in that Base.
  - b. The AUS Base Closure Bid will be awarded within seventy-two (72) hours of the closing of the bid.
  - c. The effective date for each Flight Attendant’s new Base award will become effective on their identified dates between November 1, 2024, and January 1, 2025.
  - d. No Flight Attendants into which the Affected AUS Flight Attendants are absorbed shall be displaced as a result of the AUS Base Closure Bid.
  - e. Affected AUS Flight Attendants, regardless of the timing of their Base awards, shall receive a special disposition for the Bid Month of January 2025. Specifically, such Flight Attendants will default to Days Off from January 1-30, 2025, but shall receive their Monthly Minimum Guarantee for the entire Bid Period.
  - f. Affected AUS Flight Attendants shall be eligible for involuntary Base transfer moving expenses in accordance with Section 9.E. of the CBA.

- g. Affected AUS Flight Attendants shall, upon request, be provided with one set of on-line, positive space transportation on a Company flight, without displacing a revenue passenger, for themselves and their eligible dependents to the location of their new Base. Additional positive space transportation on Company flights may be approved, at Company discretion, in extenuating circumstances.
  - h. Affected AUS Flight Attendants shall maintain any previously awarded 2024 Vacation in their new Base location.
  - i. Relocation Bonus
    - i. AUS Flight Attendants who elect to relocate to a new Base will receive a Relocation Bonus in the amount of \$5500.
    - ii. The Relocation Bonus will be paid out no later than October 31, 2024.
  - j. Affected AUS Flight Attendants who terminate their employment within one-hundred and twenty (120) days of receiving a moving expense stipend and/or relocation bonus pursuant to this MOA shall be responsible for repayment of the moving expense stipend and/or relocation bonus.
  - k. Affected AUS Flight Attendants shall be granted an additional six (6) months to make the move to their new Base to be eligible for the benefits and moving expenses identified herein.<sup>1</sup>
6. For those Affected AUS Flight Attendants who elect Resignation (i.e., Option B above), the following shall apply:
- a. Severance
    - i. Those current AUS Flight Attendants who choose to end their employment with the Company as of December 31, 2024, will receive the following:
      - 1. A one-time severance payment equal to four (4) weeks salary. These calculations will be based off of minimum guarantee.
      - 2. Elected and currently effective benefits (i.e., Health Insurance, Dental, and Vision) will remain effective through January 31, 2025, by the Company paying the Flight Attendant's first month of COBRA. In order to receive this benefit, a Flight Attendant must submit their COBRA invoice to the Company's Benefits Department. Once the COBRA invoice is received, the Company will pay TeamCare directly to ensure no lapse in coverage.

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<sup>1</sup> This six (6) month extension is in addition to the contractual 90 day window that Flight Attendants have to move to their new Base.

3. Flight benefits will also remain available for Flight Attendants to use until January 31, 2025.
  
7. This MOA is based on facts unique to this matter and is offered on a non-precedential basis. 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.
  
8. The failure to insist upon compliance with any term, covenant or condition 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 Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.
  
9. This Agreement 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 24th day of July 2024.

Dated this 24th day of July 2024

**For the Union:**

The Transport Workers Union of America,  
AFL-CIO

**For the Company:**

Allegiant Air, LLC

By: 

By: 

Its: TWU 577 President

Its: Vice President of Labor