

AGREEMENT

BETWEEN
ALLEGiant AIR

&

THE FLIGHT ATTENDANTS
IN THE SERVICE OF
ALLEGiant AIR

AS REPRESENTED BY THE
TRANSPORT WORKERS UNION
OF AMERICA, AFL-CIO

EFFECTIVE

April 15, 2024 to April 15, 2029

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SECTION 1

PREAMBLE

This Agreement is made and entered into by and between Allegiant Air, L.L.C. (the “Company”), and the Transport Workers Union of America, AFL-CIO (the “Union”) covering those employees employed by the Company in the craft or class described and certified by the National Mediation Board in Case No. R-7438 on February 26, 2016.

SECTION 2

DEFINITIONS

Active Flight Attendant - A current and qualified Flight Attendant not on a Leave of Absence or Furlough performing in the service of the Company.

Agreement - This Collective Bargaining Agreement in its entirety, including its Amendments, Letters of Agreement (LOA) or Letters of Understanding (LOU) signed by the parties during the term of the Agreement.

Airport Standby - A Reserve period where the Flight Attendant is required to be at the airport to support immediate operational needs.

Applicable Base Rate of Pay - The hourly dollar amount paid to a Flight Attendant determined by their Departmental Seniority prior to any bonus or premium pay earned.

Applicable rate/applicable rate of pay - The hourly dollar amount paid to a Flight Attendant determined by their Departmental Seniority including any bonus or premium pay earned.

Augmented Crew(s) - A crew that has more than the minimum number of Flight Attendants required by the FAA-issued type certificate to operate the aircraft to allow a Flight Attendant to be replaced by another qualified Flight Attendant for in-flight rest.

Base - Permanent Bases and TDY Bases.

Base Seniority - The Seniority of a Flight Attendant in the Base where they are assigned for the Bid Period.

Base Vacancy - A vacant position in a Base.

Bid Line - Regular, Mixed, or Reserve Lines of time, prepared monthly utilizing a PBS System and awarded or assigned to a Flight Attendant.

Bid Period - A calendar month in which Flight Attendants bid for and are awarded or assigned work in the service of the Company, unless otherwise agreed. The Company has the ability to make an exception to the calendar month definition of Bid Period in January, February and March by adding January 31 and March 1 to February, thus making all three thirty (30) day Bid Periods. Leap year will make February a thirty-one (31) day Bid Period.

Block Time - The recorded time beginning when an aircraft moves for the intention of flight and ends when the aircraft next comes to rest at the ramp blocks, as measured by the Company.

Calendar Year - January 1 through December 31.

CBT - "Computer Based Training" required by the Company.

Charter - A flight that is operated by renting of an entire aircraft as opposed to individual seats.

Crew Services - Part of the Operations Control Center (OCC) responsible for all flight planning/tracking and the scheduling of crewmembers.

Comp Day - A replacement Day Off where a Flight Attendant is pay protected for any removed Pairing(s).

Company - Allegiant Air, LLC.

Day - The twenty-four hour (24:00) period commencing at 00:00 and ending at 23:59.

Day Off - A calendar Day on a Bid Line in which the Flight Attendant is free of all duty.

Deadhead - Any approved transportation by surface or air scheduled by the Company for a Flight Attendant where said Flight Attendant is not acting as a required crewmember.

Debrief - Time spent on duty following the block arrival of the last leg of a Trip, in or out of Base, in accordance with Section 16.B.1.iii.

Departmental Seniority - The Seniority of a Flight Attendant based on their time in the Inflight Department, beginning with their Initial Training graduation date.

Duty Period - The time between a Flight Attendant's scheduled report time and actual release time.

Ferry Flight - A flight from one airport to another airport with no revenue passengers.

Flight Attendant - In accordance with this Agreement, an individual whose name appears on the Allegiant Air Flight Attendant System Seniority List.

Golden Days - Days Off designated by a Flight Attendant assigned to a Reserve Line after Schedules are final, which cannot be moved by Crew Services.

Inflight Date of Hire - The first day of New Hire Training within the Inflight Department.

Initial Training/New Hire Training - The initial training that Flight Attendants complete upon their hiring with the Inflight Department.

JIRA - Company system of record for entering requests from Flight Attendants for review of items such as travel requests, pay discrepancies, etc.

Junior Assigned (JA) - The procedure used by Crew Services to involuntarily assign a Flight Attendant to duty on a Day Off, in inverse Seniority order, beginning with the most junior available Flight Attendant.

Jury Duty - The governmental requirement for a Flight Attendant to fulfill their civic duty and potentially serve on a jury.

Layover - The period of time within a Trip where a Flight Attendant is to receive rest in a designated rest facility measured between the scheduled release time of a Duty Period and the scheduled report time of the subsequent Duty Period.

Leave of Absence - An approved absence as provided for in Section 11.

Longevity - The cumulative length of a Flight Attendant's active service with the Company, commencing on the date a Flight Attendant completes Initial Training and continuing thereafter in accordance with the terms of this Agreement.

Military Service/ Duty - Service in one of the branches of the Armed Forces of the United States, including the National Guard and Coast Guard.

Minimum Days Off - The number of Days Off required on a Flight Attendant's Bid Line during a Bid Period.

Mission Mode - An automated system employed by Crew Services to provide a timely notification for covering any type of flying and/or Reserve day.

Mixed Line - A work schedule produced by the Company, with planned sequences of Trip(s), known absences and activities (e.g., training, vacation), and Reserve days with intervening Days Off.

NDO - Not a Day Off. A placeholder used within the Merlot scheduling system for counting minimum Days Off for bidding purposes.

Open Time - Pairing(s) that involve a flight duty and/or Reserve period that is all or partially uncovered.

PPSK - Pairing(s) on a Flight Attendant's schedule that have been removed with pay protection.

Pairings - Trip(s), Segment(s), Training, Deadhead and/or Reserve periods built into a single or multiple day Duty Period(s).

Permanent Base - An airport where a Flight Attendant is based.

Positive Contact - Company notification by verbal confirmation either by a telephone or in person or electronic acknowledgment by the Flight Attendant in the Company's scheduling system. For the purpose of delay notification, leaving a voicemail, without verbal acknowledgment, constitutes Positive Contact.

Positive Space - A confirmed booking on a flight.

Regular Line - A work schedule produced by the Company with planned sequences of Trips, known absences and activities (e.g., training, vacation), and intervening Days Off.

Required Training - Any training required by the Company or any regulatory agency for a Flight Attendant to remain in their position.

Reschedule/Reroute - An involuntary change to a Flight Attendant's scheduled Duty on a scheduled work day(s) in accordance with Section 19.F.

Reserve Call-Out Period - A scheduled period of time in a Flight Attendant's Bid Line in which a Flight Attendant is obligated to remain available to the Company for the purpose of being assigned a Trip, Pairing, or any additional duty.

Reserve Line - A work schedule produced by the Company with Reserve days, known absences and activities (e.g., training, vacation), and intervening Days Off.

Rest Period - The time when a Flight Attendant is free from all duty with the Company.

Scheduled Rest Period - Provisions set forth in this Agreement or by the FAA that requires the Company to provide a Flight Attendant scheduled periods of duty off time between duties in their Bid Line.

Segments - A flight or Deadhead that is identified by number and scheduled within a Trip.

Seniority List - The Allegiant Air Flight Attendant Seniority List.

Temporary Duty Assignment (TDY) - A pre-identified need to have Flight Attendants work in another Base for a communicated period of time.

Trip/Trip Pairing - A Segment or series of Segments combined in a single Pairing operating over one (1) or more days that begins and ends in a Flight Attendant's Base.

Union - The Transport Workers Union of America, AFL-CIO.

SECTION 3
RECOGNITION

In accordance with the certification dated February 26, 2016 by the National Mediation Board, the Company hereby recognizes the Transport Workers Union of America, AFL-CIO, under the provisions of the Railway Labor Act, as amended, as the duly designated and authorized representative of the Flight Attendants in the employ of the Company. The Company recognizes the Union as the exclusive and sole collective bargaining agent for all Flight Attendants.

SECTION 4

STATUS OF AGREEMENT

This Agreement when accepted by the parties and signed by their authorized representatives will supersede any and all agreements existing or previously executed between the Company and any union or individual affecting the employees covered hereunder.

SECTION 5

SCOPE OF AGREEMENT

- A.** This Agreement shall be applicable to all Flight Attendants employed by the Company.
- B.** Flight Attendants covered by this Agreement shall be governed by all Company rules, regulations and orders previously or hereafter issued by proper authorities of the Company which are not in conflict with the terms and conditions of this Agreement, and which have been made available to the affected employees and the Union prior to becoming effective. The Union shall be advised of any material changes in rules, regulations, or orders governing Flight Attendants at least ten (10) working days before such rules, regulations, or orders become effective, unless the parties mutually agree to a shorter advance notification period. This ten (10) working-day requirement will not apply where the Company is required by law to make immediate changes or in other emergency circumstances.
- C.** The right to manage and direct the working forces, subject to the provisions of this Agreement, is vested in and retained by the Company.
- D.** This Agreement will be binding upon the parties hereto, their successors, administrators, executors, and assigns.

E. Flight Attendant Exclusive Flying

All present and future cabin passenger service (i.e., Flight Attendant duties and responsibilities) of the Company on aircraft operated by the Pilots on the Allegiant Pilot Seniority List will be performed exclusively by the Flight Attendants on the Allegiant Flight Attendant Seniority List under the terms of this Section, except as otherwise provided in this Agreement.

F. Codeshare Agreements

1. The Company will not enter into any Codeshare Agreement or operate any Codeshare Agreement Flight(s) that violates any of the provisions of this Section.
2. "Codeshare Agreement" means an agreement or arrangement between the Company and one (1) or more air carriers under which another air carrier's flights bear the designator code of the Company or the Company's flights bear the designator code of the other air carrier, or both.
3. "Codeshare Agreement Flight" means a flight of the Company bearing another air carrier's designator code or a flight of another air carrier bearing the

Company's designator code under a Codeshare Agreement. A flight will be considered a Codeshare Agreement Flight where the flight has a codeshare (i.e., a Company flight bearing the other air carrier's designator code or a flight of the other carrier bearing the Company's designator code) published by the respective air carrier to the Official Airline Guide (OAG).

4. The Company will make good-faith attempts to negotiate with all codeshare partners Reciprocal Cabin Seat Agreements (RCSA) for the Flight Attendants on the Allegiant Flight Attendant Seniority List.
5. The Company will maintain compliance with 19 CFR § 122.165, Air cabotage, as amended. The Company will not promote change in the laws of the United States that would permit foreign air carriers to engage in cabotage.

G. Onboard Sales

Prior to the Company engaging in future product or service sales conducted or transacted by Flight Attendants that would materially change the process and procedures for the onboard sales or transaction process for Flight Attendants, the Company agrees to notify the Union and, upon request from the Union, meet and confer to discuss concerns related to the introduction of such materially different processes and procedures.

H. Merger, Purchase, or Acquisition of Another Company

1. In the event of a merger, purchase, or acquisition by the Company of another company, involving that entire company or a substantial portion of that company, the Union and the Company will meet to discuss the impact of the merger, purchase, or acquisition, if any, upon Union-represented Employees. The Company will provide the Union with information concerning the proposed merger, purchase, or acquisition reasonably in advance of meeting, subject to Securities and Exchange Commission (SEC) and other applicable laws and regulations, to allow the Union to prepare for these discussions. No confidential business information shall be disclosed unless the Union agrees to suitable arrangements to protect the confidentiality and use of such information.
2. Except as provided for in this Agreement or as otherwise agreed to by the parties, the rates of pay, rules, and working conditions contained in this Collective Bargaining Agreement will not be open for collective bargaining in the event of a merger, purchase, or acquisition of another company, nor will the Union or the Company have any obligation to bargain upon changes thereto.
3. In the event the merger, purchase, or acquisition results in the integration of the Flight Attendant Seniority List of the Company with the Flight Attendant

seniority list of the other company, the integration of the respective Flight Attendant groups will be governed by the McCaskill-Bond Amendment to the Consolidated Appropriations Act of 2008 and the principles of Sections 3 and 13 of the Allegheny-Mohawk, 59 CAB 22 (1972). Such integration shall occur in a fair and equitable manner in accordance with the law. Any arbitration required to integrate the Flight Attendant seniority lists pursuant to McCaskill-Bond shall begin no later than eight (8) months after the effective date of the merger, purchase, or acquisition. In addition, no Flight Attendants on the Allegiant Flight Attendant Seniority List will be involuntarily furloughed as a direct result of the merger, purchase, or acquisition of another company.

4. The provisions of this Section shall not apply to the Company's purchase of another airline or the assets of another airline that does not result in the integration of Flight Attendants.

I. Merger, Purchase, or Acquisition by Another Company

1. In the event of a merger, purchase, or acquisition of the Company by another company, the Union and the Company will meet to discuss the impact upon Union-represented Employees of the merger, purchase, or acquisition. The Company will provide the Union with information concerning the proposed merger, purchase, or acquisition reasonably in advance of meeting, subject to SEC and other applicable laws and regulations, to allow the Union to prepare for these discussions. No confidential business information shall be disclosed unless the Union agrees to suitable arrangements to protect the confidentiality and use of such information.
2. In the event of a merger, purchase, or acquisition of the Company by another company in which operational integration of Flight Attendants will occur, the integration of the respective Flight Attendant groups will be governed by the McCaskill-Bond Amendment to the Consolidated Appropriations Act of 2008 and the principles of Sections 3 and 13 of the Allegheny-Mohawk, 59 CAB 22 (1972). Such integration shall occur in a fair and equitable manner in accordance with the law. The Flight Attendant employee groups will remain separate until such time as the seniority lists are integrated in accordance with this paragraph.

J. Expedited Arbitration

Except as provided in paragraph H.3, above, the Company and the Union agree to arbitrate on an expedited basis any grievance alleging a violation of paragraphs H or I of this Section.

**SECTION 6
COMPENSATION**

A. Pay Rates

- The “Years” described below refer to the years of service held by the Flight Attendant as of the Date of Signing (DOS) (i.e. New Contract Date). The pay rates below will become effective on any flight Segment that begins after 00:01 on the day after the date of the successful ratification vote. Reconciliation of pay increases will occur no more than four (4) pay periods from the date of ratification. Pay rate adjustments will occur on the first day of the Flight Attendant’s Initial Training graduation (i.e., Longevity) month.

| Wage Rate | DOS | DOS +1 Yr | DOS +2 Yrs | DOS +3 Yrs | DOS +4 Yrs |
|-------------------------|----------|-----------|------------|------------|------------|
| Year 1 – First 6 months | \$ 29.23 | \$ 30.11 | \$ 31.01 | \$ 31.94 | \$ 32.90 |
| Year 1 – Months 7-12 | \$ 32.42 | \$ 33.39 | \$ 34.39 | \$ 35.43 | \$ 36.49 |
| Year 2 | \$ 36.26 | \$ 37.35 | \$ 38.47 | \$ 39.62 | \$ 40.81 |
| Year 3 | \$ 37.98 | \$ 39.12 | \$ 40.29 | \$ 41.50 | \$ 42.75 |
| Year 4 | \$ 39.65 | \$ 40.84 | \$ 42.06 | \$ 43.33 | \$ 44.63 |
| Year 5 | \$ 42.46 | \$ 43.73 | \$ 45.05 | \$ 46.40 | \$ 47.79 |
| Year 6 | \$ 43.76 | \$ 45.07 | \$ 46.42 | \$ 47.82 | \$ 49.25 |
| Year 7 | \$ 46.15 | \$ 47.53 | \$ 48.96 | \$ 50.43 | \$ 51.94 |
| Year 8 | \$ 47.90 | \$ 49.34 | \$ 50.82 | \$ 52.34 | \$ 53.91 |
| Year 9 | \$ 49.90 | \$ 51.40 | \$ 52.94 | \$ 54.53 | \$ 56.16 |
| Year 10 | \$ 52.75 | \$ 54.33 | \$ 55.96 | \$ 57.64 | \$ 59.37 |
| Year 11 | \$ 55.05 | \$ 56.70 | \$ 58.40 | \$ 60.15 | \$ 61.96 |
| Year 12 | \$ 57.47 | \$ 59.19 | \$ 60.97 | \$ 62.80 | \$ 64.68 |
| Year 13 | \$ 64.05 | \$ 65.97 | \$ 67.95 | \$ 69.99 | \$ 72.09 |

B. Deadhead / Ferry Flight Pay

A Flight Attendant who Deadheads (surface or air) at the Company’s request or who works a Ferry Flight shall be paid at the Flight Attendant’s hourly rate. Deadheads will be paid on a Segment-by-Segment basis. Deadhead movements on Allegiant aircraft will be paid based on scheduled or actual time, whichever is

greater. Deadhead movements on the surface or other means (e.g. other airline) will be paid based on scheduled time, calculated in accordance with the Drive Times in Section 9.C.3. On flights other than Allegiant, the Flight Attendant will be responsible for providing sufficient documentation of travel time (i.e. Flight Aware or other airline website) in the event of a diversion or other extended delay in excess of one (1) hour.

C. Initial Training Pay

Each New Hire Flight Attendant shall only receive \$2.30 an hour per diem during the Initial Training period (i.e. Pay Rates begin after graduation). Upon successful completion of Initial Training, the Flight Attendant will begin to receive compensation based on the pay rates set forth in Section 6.A.1 above.

D. Required Training

A Flight Attendant shall be paid at their hourly rate for fifty percent (50%) of every hour of training (i.e.: two (2) hours of training will be paid one (1) hour of pay), with a minimum of four (4) hours for each day of required classroom training. Such hours do not count towards bonus flight hours (BFH). All required training will hold a value of four (4) hours per day for bidding purposes and will be credited towards hours flown.

A Flight Attendant shall receive payment of two hundred and fifty-dollars (\$250.00) for completion of required computer-based training (CBT) associated with continuing qualification and any additional CBT assigned during the year. This payment will be made in two payments: one hundred and twenty-five dollars (\$125.00) will be paid on the February 15th paycheck, and one hundred twenty-five dollars (\$125.00) will be paid in the month they are paid for continuing qualification (i.e., If you attend recurrent training in May, training and CBT pay will be paid on the June 15th paycheck).

E. Mandatory Meetings

Any Flight Attendant pulled from a Trip to attend a mandatory meeting will be pay protected for the value of the Trip. A Flight Attendant required to attend a meeting before or after a scheduled Trip will have their duty day extended to reflect the time spent in the meeting. Any Flight Attendant who is required to attend a meeting on a Day Off will be paid the greater of actual time spent or two (2) hours at their applicable rate of pay. The Company will first attempt to schedule meetings that do not interfere with a Flight Attendant's Day Off. All meetings in which a Flight Attendant is a witness to an investigation will normally be held on the Flight Attendant's scheduled duty day. All mandatory meetings that have actually occurred will be notated on the Flight Attendant's schedule.

F. Bonus Flight Hours (BFH)

Each hour paid to a Flight Attendant, excluding sick time hours or as otherwise excluded in this Agreement, above 93 will be paid at 1.4 times the applicable base rate of pay.

G. Mission Mode Pay

When the Company determines that a day or series of days represent a critical operational period, it may, at its discretion offer Mission Mode pay for Trips flown, including time Deadheading, Airport Standby periods, or Reserve periods awarded on those days. Mission Mode assignments will be awarded in seniority order, by Base Seniority first, considering legalities and conflicts. Flight Attendants who are assigned to a TDY Base will hold their Departmental Seniority in the TDY Base for Mission Mode assignments. If a Flight Attendant is Rescheduled/Rerouted at any point during this period, they will be eligible for Reschedule/Reroute pay in addition to Mission Mode pay, if applicable.

1. If a Flight Attendant accepts and works a Mission Mode assignment, the Flight Attendant will be paid at the advertised rate identified by Crew Services at the time the Mission Mode is accepted (i.e., two hundred percent (200%), two hundred fifty percent (250%), or three hundred percent (300%) the applicable rate of pay).
2. For Reserve periods awarded under this paragraph, a Flight Attendant will be paid four (4) hours at the advertised rate identified by Crew Services at the time the Mission Mode is accepted. If a Flight Attendant is assigned a Trip during the Reserve period, the Flight Attendant will be paid the greater of four (4) hours at the advertised rate identified by Crew Services at the time the Mission Mode is accepted or the value of the Trip as calculated in paragraph 6.G.1. (Trips Flown) above.
3. Mission Mode assignments that are posted between 1000 am Pacific Time two (2) days prior and 0959 am Pacific Time one (1) day prior to the day of the Mission Mode assignment shall have a two (2) hour response window.
4. Mission Mode assignments that are posted at or after 1000 am Pacific Time one (1) day prior to the day of the assignment shall have a thirty (30) minute response window.
5. Each Mission Mode shall at minimum state the date, city pairings, start time, number of Flight Attendants needed, and whether Deadhead to the Trip is necessary. The Company will work towards including Block Time for scheduled service Mission Modes.

6. A Flight Attendant who picks up and works a Mission Mode will be compensated at Mission Mode rate. If the Flight Attendant is removed and pay protected (PPSK), they will be pay protected (PPSK) at the Mission Mode rate, assuming they remain available pursuant to Section 19 of the Agreement. This does not apply to Sick, Leave of Absence (excluding OJI), or unapproved fatigue.
7. A Flight Attendant who picks up and works a Mission Mode who is in Bonus Flight Hours (BFH) will be compensated BFH for all hours paid for the Mission Mode assignment. (e.g., For a seven (7) block hour Trip, a Flight Attendant will be paid seven (7) hours at the advertised Mission Mode multiplier, at BFH rate.)
8. A Flight Attendant who is awarded an Airport Standby Mission Mode assignment will receive three-and-one-half (3.5) hours at the advertised Mission Mode rate, plus the value of a Trip if assigned, at Mission Mode rate.
9. If an awarded Mission Mode is traded to another Flight Attendant, the Mission Mode rate will not apply.
10. If a Flight Attendant is awarded a Mission Mode trip that requires the removal of another Trip scheduled for the same day, the Flight Attendant shall be paid for the greater of the removed Trip or the Mission Mode Trip. The Mission Mode rate will apply for scheduled or actual hours flown as a Mission Mode, whichever is greater. (Example: If the Company sends out a three hundred percent (300%) Mission Mode for a five (5) hour block Trip, and the Flight Attendant already has a Trip worth eight (8) hours on the same day, they will be paid five (5) hours at three hundred percent (300%) for the hours flown as a Mission Mode, plus three (3) hours at their applicable rate (which equals eight (8) hours removed Trip minus five (5) hours Mission Mode Trip).)
11. When a Mission Mode is traded for a Premium Pay Open Time Trip, the Flight Attendant will be compensated for the Trip they operate (i.e., Mission Mode or Premium Pay).
12. A Mission Mode will normally be awarded within thirty (30) minutes from the close of the response window, but no Flight Attendant shall be awarded a Mission Mode more than one (1) hour from the close of the response window.
13. If an attempt to cover a Mission Mode assignment is unsuccessful, and that Trip is instead subsequently assigned to a Flight Attendant as a Reschedule or Reroute, the Flight Attendant shall receive the

advertised Mission Mode rate for operating the assigned Segment(s) associated with that Trip.

H. Premium Pay Open Time

When the Company determines that a day or series of days represent a critical operational period, it may, at its discretion offer premium pay for Open Time Trips that will be compensated at the applicable rate offered by the Company for all hours worked at two hundred percent (200%), two hundred fifty percent (250%) or three hundred percent (300%) pay premium, including time Deadheading. If a Flight Attendant is Rescheduled/Rerouted at any point during this period, they will also be eligible for Reschedule/Reroute pay, if applicable.

1. A Flight Attendant who picks up and works a Premium Pay Open Time Trip will be compensated at the applicable rate offered by the Company for all hours worked. If the Flight Attendant is removed from the Trip, except for Sick, Leave of Absence (excluding OJI), or unapproved fatigue, they will be pay protected at the Premium Pay Open Time Trip rate assuming they remain available pursuant to Section 19 of the Agreement.
2. A Flight Attendant who is paid for a Premium Pay Open Time Trip who is in Bonus Flight Hours (BFH), will be compensated BFH for all hours paid at the applicable rate for the Premium Pay Open Time Trip offered by the Company.
3. A Flight Attendant who picks up an Airport Standby Premium Pay Open Time Trip assignment will receive three and one-half (3.5) hours at Premium Pay Open Time Trip rate offered by the Company, plus the value of a Trip if assigned. If the Flight Attendant is removed from the assignment, except for Sick, Leave of Absence (excluding OJI), or unapproved fatigue, they will be pay protected at the Premium Pay Open Time trip rate assuming they remain available pursuant to Section 19 of the Agreement.
4. A Flight Attendant must be free from duty to get the Premium Pay Open Time Trip offered by the Company on a Premium Pay Open Time pick up.
5. When a Premium Pay Open Time Trip is traded for another Premium Pay Open Time Trip, the Flight Attendant shall receive pay for the Trip they operate.

I. Alcohol/Drug Testing

If a Flight Attendant is selected for random drug/alcohol testing prior to the start of a Trip, the Flight Attendant will be pulled from their scheduled Trip and pay protected for the entire value of the Trip. A Reserve Flight Attendant selected for random drug/alcohol testing shall be released from their duty day once the drug/alcohol test has been completed. If a Flight Attendant is notified of a random drug/alcohol test at the completion of a Trip, the Flight Attendant's rest period will not be considered to begin until the Flight Attendant leaves the drug/alcohol testing facility. The Flight Attendant will be considered to remain on duty from block in until the drug/alcohol test is completed, with a minimum of one (1) hour, and paid thirty (30) minutes at their applicable rate of pay for each test for the purposes of pay. If the drug/alcohol testing would affect the Flight Attendant's required rest, the Flight Attendant must inform Crew Services at the time the Flight Attendant leaves the testing facility. The Company will have the right to verify the time that the Flight Attendant left the testing facility.

J. Junior Assignment (JA)

A Flight Attendant who is junior assigned to a Trip in accordance with Section 19.I and flies that Trip shall receive the applicable rate of pay of the previously issued Mission Mode for that Trip (i.e., two (2), two and one-half (2.5), or three (3) times the applicable base rate of pay) plus an additional fifty percent (50%) (e.g., a Mission Mode issued at three (3) times would pay three and one-half (3.5) times the applicable rate of pay), above guarantee for all Trips flown as a JA. If a Flight Attendant is junior assigned a Trip and trades the JA Trip to another Flight Attendant who is free from duty, the Flight Attendant who works the JA Trip will receive the JA pay. Until technology allows otherwise, the Flight Attendant who works the JA Trip must file a JIRA in a timely manner to identify the trade and request payment be updated.

K. Bonus/Profit Sharing

If the Board of Directors authorizes a Company-wide bonus or profit sharing program, Flight Attendants will be included and will participate in such program(s) on the same terms as all other Company employees participating in the program(s).

L. Working Into A Day Off (Comp Day)

If a Flight Attendant is required to work past 0159 am into their previously scheduled Day Off, they shall be eligible to receive a replacement pay protected Day Off (i.e., Comp Day) or elect additional compensation in lieu of the Comp Day, as follows:

1. The Comp Day may be for the current Bid Period, or for the following Bid Period if the monthly bid awards have already been finalized.
2. Within seven (7) calendar days from the Day Off at issue:
 - a. The Flight Attendant shall have the opportunity to provide Crew Services three (3) Comp Day options, or alternatively request to receive an additional four and one-half (4.5) hours of pay.
 - b. If the Flight Attendant elects to provide Crew Services with three (3) Comp Day options, and Crew Services is able to grant one of the three (3) Comp Day options, the Flight Attendant shall be pay protected for the higher of the dropped Trip or any subsequent Trip that is picked up.
 - c. If the Flight Attendant elects to provide Crew Services with three (3) Comp Day options, and Crew Services is unable to grant one of the three (3) Comp Day options, the Flight Attendant shall have the option to either:
 - i. select from the Comp Day option(s) provided by Crew Services, in which case the Flight Attendant shall be pay protected for the dropped Trip. Any subsequent Trip that is picked up by the Flight Attendant on that day shall be paid in addition to the pay protected amount; or,
 - ii. elect to receive the additional five and one-half (5.5) hours of pay in lieu of a Comp Day.

M. Minimum Duty Pay

1. For each Duty Period in a flown Trip, Flight Attendants will be paid flight hours scheduled or flown, or a minimum of 0.7 block hours for each hour on duty, or four (4) hours, whichever is greater. However, a Flight Attendant on a Trip with a scheduled or unscheduled overnight Layover away from their Base, including scheduled days without flying (i.e., sit day), shall receive a minimum of four (4) hours for each Duty Period in a flown Trip containing a Layover (or day for sit days), flight hours scheduled or flown, or a minimum of 0.7 block hours for each hour on duty, whichever is greater.
2. A Flight Attendant shall be credited for the scheduled Block Time of the Trip assigned or the actual time flown, whichever is greater. This concept is applied to the entire duty period, not individual flights in the duty period. When part of a Trip is removed and pay protected, the total Trip value is pay protected (PPSK) (i.e. you would not apply "scheduled or better" for actual Trips flown plus the pay protect portion of the Trip).

N. Minimum Guarantee

The minimum Bid Period pay for all full-time Flight Attendants on a Regular or Mixed Line shall be seventy-five (75) hours, except that a forty (40) hour line shall have a forty (40) hour guarantee.

The minimum Bid Period pay for all full-time Flight Attendants on a Reserve Line shall be seventy-five (75) hours, which shall be increased to eighty (80) hours in reduced Day Off bid months (i.e., Flight Attendants at a Base that is solved with less than twelve (12) Days Off).

O. Redeye Premium

For any flight that is scheduled to operate between 0200 and 0400 Local Time, a Flight Attendant will receive fifty cents (\$0.50) per hour in addition to the applicable rate of pay for that flight Segment.

P. International Flight Pay

An International Flight Segment is one in which the flight originates, or terminates, at a location other than the United States or its territories. A Flight Attendant will receive an additional one dollar (\$1.00) per block hour flown on all International Flight Segments. International Flight pay does not apply to Deadheads.

Q. Bid Period Premium Pay Day

1. Thanksgiving Day, Christmas Day (December 25th), and New Year's Day (January 1st) shall be designated as Bid Period Premium Pay Days for all Bases. In addition, the Company may, at its discretion, identify a specific day(s) in a Bid Period as a Bid Period Premium Pay Day for that Base (e.g., holiday, high fly day). For Bid Period Premium Pay Days the following shall apply:
 - a. A Bid Period Premium Pay Day shall be identified prior to the opening of monthly bidding for the Bid Month in which the Bid Period Premium Pay Day occurs and shall be communicated to Flight Attendants in advance of the closing date of the bid for that month.
 - b. A Flight Attendant who operates a Trip on a Bid Period Premium Pay Day shall be paid one and one-quarter (1.25) times their applicable rate for that Trip.
 - c. A Flight Attendant who sits Reserve (including Airport Standby) on a Bid Period Premium Pay Day who does not operate a Trip on that Bid Period

Premium Pay Day will receive one (1) additional hour at their applicable pay rate, above guarantee.

R. Extended Range Flights

If Allegiant begins operating any flights that exceed eight (8) hours in duration (per Segment), the Union and the Company will meet and confer to extend additional compensation for those flights.

S. Charter Pay

A Flight Attendant who works a Charter flight will be paid fifty cents (\$0.50) per block hour in addition to their applicable rate of pay.

T. Requalification Pay

A Flight Attendant who is requalifying when returning from a Leave of Absence will be paid their minimum guarantee, prorated for partial Bid Period.

U. Pay Checks

The parties agree that this provision: (1) provides for pay arrangements that differ from the statutory default under Section 204 of the California Labor Code; (2) meets the requirements of the statutory exemption under California Labor Code Section 204(c); and (3) to the fullest extent permitted by law, expressly waives the requirements for timing of wage payments under Section 204 of the California Labor Code, as of the Effective Date of this Agreement.

1. Paychecks shall be issued on the fifteenth (15th) Day of the month (the "First Paycheck") and the last day of the Bid Period (the "Second Paycheck"). When a payday falls on a Saturday or Sunday, payment shall be made on the previous Friday. If a payday falls on a weekday or Company holiday as designated in Company policy, payment shall be made on the last Business Day preceding such holiday.
2. The First Paycheck shall include one-half (1/2) of a Flight Attendant's adjusted guarantee from the current Bid Period, pay for all hours due in excess of their guarantee from the previous Bid Period, per diem for the previous Bid Period, and all other payment due from the previous Bid Period, except as otherwise provided in this Agreement.
3. The Second Paycheck shall include the remaining one-half (1/2) of the Flight Attendant's adjusted guarantee from the current Bid Period.

4. The Company shall direct deposit paychecks into a Flight Attendant's designated bank account(s), and shall provide them with access to their pay statement on the Company website.

V. Payroll Discrepancies/Pay Dates

1. If the Company denies any item of pay or expenses, the Flight Attendant shall be notified in writing electronically.
2. If a Company pay error resulting in an underpayment to a Flight Attendant exceeds the equivalent of two (2) hours of pay, the Company shall rectify the error within two (2) working Days after the verification of the error. Pay errors resulting in an underpayment to a Flight Attendant of two (2) hours or less shall be rectified no later than the next paycheck.
3. A Flight Attendant shall be provided with notice in writing of any overpayment received, and provided a reasonable opportunity for repayment.

W. Pay Within Identified Ranges

No employee shall be paid a rate above or below the applicable hourly rate, except that the Company may, at its sole discretion, and with at least thirty (30) days prior notice to the Union, offer:

1. New hire sign-on bonuses. A new hire sign-on bonus may be provided as a one-time, non-compounding lump sum payment, or as an annual non-compounding lump sum payment for up to the first three years of a new hire's employment at the Company's discretion.
2. Other one-time, non-compounding performance-based incentives.

SECTION 7
RETIREMENT BENEFITS

A. 401 (k) Retirement Benefits

Flight Attendants (including Part Time Flight Attendants) are eligible to participate in the current Company 401(k) Retirement Plan. The terms of the Company match will not change for employees covered by this Agreement until amended pursuant to the Railway Labor Act. Effective January 1, 2025, the Company match is 100% on the first five percent (5%) of the employee's contribution (e.g., an employee contribution of five percent (5%) will receive the benefit of a five percent (5%) Company match).

B. Retiree Flight Privileges

Flight Attendants will participate in the Allegiant Retirement Flight Privileges program on the same terms and conditions as other Company employees.

SECTION 8
INSURANCE AND BENEFITS

A. Insurance

A Flight Attendant may elect to participate on behalf of themselves and any eligible dependents in any life, disability and/or comprehensive health insurance plan, including medical, prescription, dental and vision coverage, offered to employees by the Company, and shall also be eligible for any payment offered to other Company employees in lieu of participation in a Company benefit plan.

The Company shall pay seventy-five percent (75%) of the total monthly contribution rate for all applicable coverage options. Eligible Flight Attendants shall pay twenty-five percent (25%) of the total monthly contribution cost to maintain the coverage tier that they select, which payment shall be made by payroll deduction by the Company and remitted by the Company on their behalf. Annual increases to the total contribution rates shall be limited to zero percent (0%) in the first Plan Year following ratification, five percent (5%) in the second Plan Year following ratification, and seven percent (7%) every year thereafter for the term of the Agreement. The total monthly contribution rates will be frozen once the contract becomes amendable and remain at those rates until a new collective bargaining agreement is reached.

B. Benefits

1. Flight Attendants shall be eligible to participate in the Company Adoption Benefit Program, Educational Assistance Program and receive Flight Benefits on the same terms as all other Company employees (i.e., equally offered to all represented and non-represented employees) participating in the same programs. In the event that the Company elects to discontinue any such benefits, it shall provide the Union with sixty (60) days' notice.
2. Any future benefit, or improvement to a current benefit, offered to all Company employees (i.e., equally offered to all represented and non-represented employees) will be equally offered to Flight Attendants.
3. Medical Travel Cost Reimbursement

Non-probationary Flight Attendants shall be eligible to participate in the Company's Medical Travel Cost Reimbursement benefit program. This benefit is intended to cover costs associated with traveling to obtain specialized medical care not available in a Flight Attendant's local area for themselves, their spouses, and their children. Flight Attendants may request up to one thousand dollars (\$1,000) in

reimbursement for flights, car rentals, and hotel expenses associated with their own personal medical care appointments taking place a minimum of one hundred (100) miles away from their residence of record.

- a. Reimbursement is also applicable for medical care provided for the Flight Attendant's spouse and dependent children up to the age of twenty-one (21) provided their dependents are listed as such in the Company's record keeping systems.
- b. Reimbursement may be requested up to three (3) times per calendar year, and must be submitted in accordance with Company policy.

SECTION 9

EXPENSES

A. Per Diem

A Flight Attendant shall receive an hourly per diem allowance of \$2.30 per hour for Domestic operations and \$2.75 for International operations for both Trips that return back to Base in the same day and for overnight Trips out of Base. A Flight Attendant's per diem will start at the time of required check-in and end after they are released in Base.

B. Hotels

1. The Company shall provide suitable hotel accommodations for each Flight Attendant, including during New Hire training, that are rated not less than three (3) stars per the booking tool used by the Company, or that have been approved by the TWU 577 Hotel and Transportation Committee.
2. Layover hotel rooms for Flight Attendants shall not be located on the ground floor of the hotel, and shall open to an indoor corridor. The Company shall request rooms be assigned, if available, that are not directly adjacent to an elevator or ice machine.
3. No Flight Attendant shall be required to share a hotel room on a scheduled overnight, or on an unscheduled overnight if single rooms are available. The Company shall first attempt to book all Flight Attendants on the crew in the same hotel.
4. For any scheduled service (e.g., charters excluded) with an overnight hotel stay longer than two (2) days, hotel rooms shall normally include a microwave and refrigerator. The Company shall request rooms be assigned with a kitchenette and laundry facilities, if available, for TDY assignments or long term training over five (5) days.
5. Nothing in this paragraph 9.B (Hotels) shall prevent the Company from providing TDY accommodations with shared living space, so long as each Flight Attendant has a private bedroom and bathroom.
6. When a Flight Attendant is scheduled for or it appears there will be an anticipated break in flying of five (5) hours or more at a location other than their Base, the Flight Attendant will be provided with a hotel room if requested and available.

7. The Company shall normally not change a Flight Attendant's hotel while on a long-term assignment of more than five (5) days, including New Hire training, or is on TDY for consecutive Bid Periods. In the event a change is needed, the Company will give adequate notice to the TWU 577 Hotel and Transportation Committee and the Flight Attendant.
8. The Company and the TWU 577 Hotel and Transportation Committee agree to work collaboratively to identify preferred vendors for hotels and transportation.
9. For long-term scheduled assignments of more than three (3) days, including New Hire training, hotels should normally be booked by the Company at least one month prior to the check-in date.
10. A credit card will not be required by the Flight Attendant for incidentals at a hotel. The Company will provide a credit card for incidentals for all hotel reservations. If a Flight Attendant makes an unauthorized charge to the Company credit card, the Flight Attendant will be responsible for reimbursement.
11. Hotels with scheduled Layovers should normally provide breakfast and complimentary Wi-fi. If a scheduled Layover hotel does not provide breakfast and complimentary Wi-fi, the Company agrees to meet and confer with the TWU 577 Hotel and Transportation Committee to discuss identified concerns.
12. On scheduled Layovers of eighteen (18) hours or more, the Company will attempt to provide hotels near restaurant(s) and shop(s) if available.
13. In lieu of receiving a hotel for long term training (i.e., training of five (5) days or more) or TDY assignment, a Flight Attendant may elect to receive fifty (50%) of the anticipated hotel cost of the assignment (i.e., hotel option). If a Flight Attendant elects this hotel option, they will be responsible for their own accommodations during their assignment. The hotel option rates will be based on Layover locations, not specific properties, and shall be made available to all Flight Attendants no less than annually by the Company. Any changes made to the hotel option rates during this Agreement will be mutually agreed upon by the TWU 577 Hotel and Transportation Committee and the Company.

- a. Requests for the hotel option must encompass the entire TDY or long-term training assignment and may not be prorated for any reason.
 - b. A Flight Attendant who elects the hotel option will receive their hotel option payment on the first pay period of the Bid Period following the TDY or long term training assignment (i.e., the 15th of the month).
 - c. A Flight Attendant wishing to select the hotel option shall notify the Company of such election within ten (10) days of the awarding of the TDY or long-term training assignment. If a Flight Attendant requests the hotel option more than ten (10) days after being awarded the TDY or long-term training assignment, and a hotel room has already been booked for that Flight Attendant, the awarding of the hotel option shall be at the discretion of the Company.
 - d. In the event a Flight Attendant elects the hotel option, and their long term training or TDY assignment is ended early or suspended prior to the planned completion date, and the Flight Attendant is released from the long term training or TDY assignment and allowed to travel back to their Base or permanent residence, then said Flight Attendant's hotel option payment would end on the date of their release back to Base or permanent residence. For the purpose of this paragraph, the Flight Attendant's permanent residence must be within the contiguous United States and have an airport hosting at least two non-code share airlines conducting full-service operations.
14. Flight Attendants shall be entitled to participate in all travel loyalty/rewards programs, and to retain any such benefits, if available under the negotiated agreement between the vendor and the Company.

C. Parking and Transportation

1. The Company shall provide transportation to and from the hotel when a Flight Attendant is required to overnight away from their Base, or when hotel accommodations are required. If transportation is not available within thirty (30) minutes after their release from duty, the Flight Attendant may use a cab or ride share and seek reimbursement of the associated expense, which shall be paid by the Company subject to timely submission with receipts in accordance with Section 9.D below.

2. Flight Attendants will have up to thirty (30) days prior to recurrent training to suggest a flight from their Base or permanent residence, which the Company shall book unless it elects to book an available lower-cost flight. Compensation for Deadheads (i.e., flight time calculation) shall be based on flight time to/from the Flight Attendant's Base, regardless of if the Flight Attendant elects to have a Deadhead booked from their Base or permanent residence. For the purpose of this paragraph, the Flight Attendant's permanent residence must be within the contiguous United States and have an airport hosting at least two non-code share airlines conducting full-service operations.
3. Drive times, as listed in the Crew Travel Guidelines, will be discussed and reconciled annually based on the date of ratification, between the TWU 577 Hotel and Transportation Committee and the Company. Any changes made to the drive times will be mutually agreed upon by the TWU 577 Hotel and Transportation Committee and the Company.
4. Ground transportation will be safe, clean, climate controlled, and insured.
5. Ground transportation will normally not be shared with passengers.
6. The Company shall not require a Flight Attendant to drive their personal vehicle more than fifty (50) miles in order to travel to or from an awarded TDY location.
7. The Company must provide each Flight Attendant with parking at one (1) Base at no cost to the employee. A Flight Attendant can have one (1) parking pass at their assigned Base, or, alternatively, any other Base of their choice if such parking is available. The Flight Attendant has an option of purchasing an additional parking pass at another Base, if available, at their own expense. When awarded a TDY, the Company will provide a parking pass at the TDY Base to Flight Attendants who elect the hotel option (e.g., a Flight Attendant not staying at the hotel) or who are provided a rental car, upon request and if available. Except for a Flight Attendant who has elected the hotel option, if no parking pass and no hotel shuttle is available, a Flight Attendant may seek reimbursement for parking at the TDY Base, in accordance with Section 9.D below.

D. Reimbursements

1. Submitted expenses shall be paid within thirty (30) days upon receipt of the Flight Attendant's properly submitted and error free expense form.
2. If the Company denies any item for reimbursement, the Flight Attendant shall be notified electronically.
3. In the event that the Company cannot secure and provide hotel rooms when required under this Section due to extenuating circumstances, a Flight Attendant may obtain reasonable, suitable lodging that is in accordance with the terms of this Section for the Crew, and shall be eligible to claim such lodging on an expense form with supporting hotel receipts.
4. Approved fatigue reports shall be paid within thirty (30) days of approval.
5. Passports and Visas
 - a. The Company will reimburse a Flight Attendant for the cost of passport renewal, to obtain and/or renew any Visa required to conduct their Flight Attendant duties and the charge for the government agency's expediting service when required. Any other associated expenses will be reviewed on an individual basis.
 - b. Flight Attendants with dual citizenship are eligible to expense only one passport for renewal purposes under this provision.

E. Involuntary Base Transfers

1. Flight Attendants who experience involuntary Base transfers within the forty-eight (48) contiguous United States shall be eligible for reimbursement of moving expenses of up to five thousand five hundred dollars (\$5,500).

Flight Attendants involuntarily displaced to or from Hawaii, Alaska, Puerto Rico, Virgin Islands, or other U.S. territories shall receive an additional two thousand dollar (\$2,000) stipend.

2. A Flight Attendant will be eligible to be provided move days for a Base transfer. The number of move days provided to a Flight Attendant shall be in accordance with the matrix in Section 9.E.2.i. below and will be placed consecutively beginning on the first day of their effective Bid Period. Move days are treated as Days Off in the bid and count toward Minimum Days Off. A Flight Attendant may elect to decline some or all of the move days at their discretion.

i. Move days are as identified in the chart below, and are calculated by the actual distance moved from the Flight Attendant's current Base to their new Base following a Base transfer. In addition to the below, a Flight Attendant will receive two (2) additional days for packing/unpacking.

1. 0-50 miles = 0 move days
2. 51-500 = 3 move days
3. 501-1000 = 4 move days
4. 1001-1500 = 5 move days
5. 1501-2000 = 6 move days
6. 2001-2500 = 7 move days
7. 2500+ = 8 move days

SECTION 10

MEDICAL EXAMINATIONS

- A. In order to provide the highest degree of safety possible for our employees and customers, it is a Company requirement that all Flight Attendants be fit for duty when performing their job responsibilities.
- B. "Fit for duty" means that a Flight Attendant is able to safely and effectively perform their job, unimpaired by factors such as illness, personal problems, medication, alcohol or drugs.
- C. When the Company has a reasonable concern regarding a Flight Attendant's fitness for duty, an immediate medical fitness evaluation (including a drug and/or alcohol test) may be required. A Flight Attendant required to undergo a medical fitness evaluation will be removed from duty, and remain off duty until the evaluation has been completed. While the examination is pending, the Flight Attendant will be pay protected (PPSK) for any Trips removed, or the minimum guarantee, whichever is greater. If a Flight Attendant is scheduled for, and thereafter cancels, reschedules or no shows a fitness evaluation, the Flight Attendant will be removed from pay status until the examination can be completed and findings reported. The Company, Union and Flight Attendant will complete this process as expeditiously as possible.
- D. If a Flight Attendant is determined to be unfit for duty following a medical fitness evaluation, the Flight Attendant will no longer be pay protected (PPSK). Within fifteen (15) calendar days of the date the medical examiner presents the Flight Attendant with their findings, the Flight Attendant may employ a qualified medical examiner of their own choosing and at their own expense for the purpose of conducting a medical examination for the same purpose as the medical examination made by the medical examiner employed by the Company. The Flight Attendant may use accrued Sick time while appealing the decision.
 - 1. A copy of the findings of the medical examiner chosen by the Flight Attendant shall be furnished to the Company within fifteen (15) calendar days following the examination, and in the event that such findings verify the findings of the medical examiner employed by the Company, no further medical review of the case shall be afforded.
 - 2. In the event that the findings of the medical examiner chosen by the Flight Attendant disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the Flight

Attendant, ask that the two (2) medical examiners agree upon and appoint a third qualified and neutral medical examiner, for the purpose of making a further medical examination of the employee. The Flight Attendant must submit the written request within seven (7) calendar days from the date their medical examiner's report is furnished to the Company and the Flight Attendant. The Company will then have seven (7) calendar days to ask the two (2) medical examiners to appoint the third qualified and neutral medical examiner. The Company will notify the Flight Attendant in writing when the two (2) medical examiners have been contacted. The third qualified and neutral medical examiner will be agreed upon as expeditiously as possible.

3. Such three (3) medical examiners, one (1) representing the Company, one (1) representing the Flight Attendant affected, and one (1) neutral approved by the Company medical examiner and the Flight Attendant's medical examiner, shall constitute a board of three (3), the majority vote of which shall decide the case. The board of three (3) will render their decision as expeditiously as possible. The Flight Attendant and the Company will be provided a copy of the board's decision as soon as possible after the decision is rendered with verified receipt of delivery.
 4. The expense of employing the neutral medical examiner shall be borne equally by the Company and the Flight Attendant. Copies of such neutral medical examiner's report shall be furnished to the Company and to the Flight Attendant.
 5. If the board of three (3) determines that the Flight Attendant is fit for duty, the Company will restore any Sick time used by the Flight Attendant and the Flight Attendant will be pay protected (PPSK) for any Trips removed or the minimum guarantee, whichever is greater.
- E. Medical records and reports, if any, received pursuant to a medical fitness evaluation conducted hereunder shall be kept confidential unless disclosure is necessary to allow immediate medical treatment, or to advise a manager of the need for reasonable and necessary accommodations. Such records will be retained in People Services by confidential employees, and shall not be part of work location personnel files.

SECTION 11
LEAVES OF ABSENCE

A. Family and Medical Leave Act (FMLA)

1. FMLA is a Federal Law passed in 1993. Amendments to the law provide specific eligibility requirements for flight crew members.
2. FMLA is an unpaid leave for family and medical reasons during a 12-month rolling year, meaning that eligibility will be calculated by counting back one year from the date the leave starts.
3. An eligible Flight Attendant will be granted leave in accordance with the law for any of the following reasons:
 - i. For incapacity associated with pregnancy, prenatal medical care, or childbirth and care of the newborn child of the Flight Attendant;
 - ii. For placement with the Flight Attendant of a son or daughter for adoption or foster care;
 - iii. To care for an immediate family member (spouse, child, or parent) with a serious health condition; or
 - iv. To take medical leave when the Flight Attendant is unable to work because of a serious health condition.
 - v. Military cases as detailed in paragraphs B. and C., below
4. Specifically, a Flight Attendant is eligible to take FMLA leave after one (1) year of employment if the Flight Attendant has worked or been paid (not including Sick and Vacation) for sixty percent (60%) of the applicable monthly guarantee, or the equivalent amount annualized over the preceding 12-month period.
5. Part-time Flight Attendants can qualify for FMLA if during the prior twelve (12) months they have met flight crewmember requirements.
6. Spouses or domestic partners who are both employed by Allegiant and who are eligible for FMLA will be allowed a combined total of twelve (12) weeks leave during any twelve (12) month period if the leave is taken to care for a

parent who has a serious health condition, for the birth and subsequent care of the employee's newborn child, or following the placement of a child with the employee for adoption or foster care.

7. Working for another company while on FMLA leave from Allegiant is not permitted unless expressly approved by the Company.
8. Flight Attendants on leave cannot work for another Allegiant Flight Attendant in a shift-trade or trip-trade.
9. A Flight Attendant wishing to apply for FMLA leave must comply with the Company procedure.
10. Flight Attendants will be paid from their accrued but unused Sick bank, unless the Flight Attendant specifically requests the absence remain unpaid at the time the leave is requested. Such request shall be made in advance of the start of an approved block leave, by submitting such request to Crew Payroll via the Company approved electronic notification system, currently JIRA. For intermittent leaves, a Flight Attendant shall be required to submit a separate JIRA, or other approved electronic notification form, for each approved absence within forty-eight (48) hours of the absence, except in extenuating circumstances or as otherwise provided by law.
11. Except in extenuating circumstances or as otherwise provided by law, Flight Attendants are expected to report an FMLA absence under normal callout procedures and to report with the FMLA provider within forty-eight (48) hours.

B. FMLA Family Military Leave

1. FMLA regulations include two types of military family leave. They are referred to as “qualifying exigency leave” and “military caregiver leave.” The eligibility requirements are the same as any qualifying reason to take FMLA unpaid leave.
2. Flight Attendants wishing to apply for FMLA Family Military Leave must provide notice as soon as practicable (within the same day or business day). When the need for leave is unforeseeable, they must comply with normal call-in procedures for absences due to unusual circumstances.

3. The Flight Attendant must supply a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the member is on active duty or has been called to active duty status. The paperwork must specify the dates of the active duty service.
4. Exigency leave may be taken if a Flight Attendant's spouse, son, daughter, or parent is on "active duty" or "call to active duty status". In-laws are not included. Qualifying exigencies include:
 - i. Short notice deployment (seven (7) days or less notice).
 - ii. Military events and related activities (ceremonies, programs, events sponsored by the military or family support programs, informational briefings).
 - iii. Childcare and related activities arising from the active duty or call to active duty status of a covered military member.
 - iv. Making or updating financial and legal arrangements.
 - v. Counseling for the covered military member, or the child of the covered military member.
 - vi. Up to five (5) days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment.
 - vii. Post deployment activities including arrival ceremonies, reintegration briefings and events, other official ceremonies or programs sponsored by the military for a period of ninety (90) days following the termination of the covered military member's active duty status and addressing issues arising from the death of a covered military member.
5. Military Caregiver Leave is available to an eligible Flight Attendant whose spouse, son, daughter, or parent is a covered service member with a qualifying illness or injury, or an eligible Flight Attendant who is the next of kin to a covered service member with a serious injury or illness. In-laws are not included. This leave extends to members of both the Regular Armed Forces and the National Guard or Reserves.
 - i. An eligible Flight Attendant is entitled to take up to twenty-six (26) workweeks of leave during a "single 12-month period" to care for a seriously injured or ill covered service member.

- ii. Unused weeks of Military Caregiver Leave cannot be carried over. Military Caregiver Leave does not apply to former members, including retired members of the Regular Armed Forces, the National Guard, or the Reserves on the permanent disability retired list; however, it does cover those on the temporary disability retired list.
- iii. Military Caregiver Leave is a “per-member, per-injury” entitlement.

C. Military Leave – Call to Active Duty

1. The Company grants Military Leave (ML) to any Flight Attendant called for required military active duty service.
2. A Flight Attendant called to military service must contact their Inflight Base supervisor and the designated agent of the Company. If the Military Leave is longer than thirty (30) days, the Flight Attendant must also provide a copy of their orders with the leave form.
3. Flight Attendants approved for a ML are not required to use accrued Sick or Vacation time. While on Military Leave, Flight Attendants retain their travel privileges.
4. For Military Leaves of more than thirty (30) days, the Flight Attendant should provide thirty (30) days’ notice of their return to work when possible.

D. Jury/Witness Duty Leave

A Flight Attendant required to serve jury duty or who has been subpoenaed to appear as a witness in a state or federal court proceeding (except as provided in Section 11.D.3 below) will be pay protected (PPSK) for the Trips removed from their schedule, or the minimum guarantee, whichever is greater. Any incidental compensation received for jury duty service may be retained by the employee.

1. Upon receipt of a jury/witness summons, a Flight Attendant must immediately contact their Inflight Base supervisor or the designated agent for the Company to request the leave. When the Flight Attendant has confirmed that they will have to appear for court, they must also provide the following:
 - i. Date of first day of jury/witness duty.
 - ii. Name and location of court where service will occur.

2. Flight Attendants regularly scheduled to work on Saturday, Sunday or a Holiday are expected to work on those days, even if they are assigned to jury/witness duty during the week. If a Flight Attendant is expected to and/or serves on jury/witness duty for five (5) or more days and is scheduled for duty on the Saturday and Sunday after or during their jury/witness duty, the Flight Attendant may request to be removed from service unpaid on either the Saturday or Sunday. Such request must be made by 0900 Pacific Time the Thursday before the duty assignment. The Company shall then have the discretion to choose which of the two (2) days of duty (the Saturday or the Sunday) the Flight Attendant will be removed from service unpaid based on operational need. Such removal will not affect the Flight Attendant's attendance or record improvement.
3. A Flight Attendant who is required to appear in court for their own alleged violation or for personal reasons will not be compensated for any hours lost due to the court appearance.
4. A Flight Attendant cannot pick up a Trip on a day that was removed and pay protected (PPSK) for jury/witness duty leave.
5. Time missed from work for the mandatory serving of jury duty or appearance as a subpoenaed witness in a State or Federal Court proceeding will not affect the Flight Attendant's attendance or record improvement.

E. General

1. A Flight Attendant will receive a seven (7) consecutive calendar day leave with pay immediately following the incident if the Flight Attendant is subjected to a hijacking, sabotage, act of terrorism, or war, or is involved in a red emergency (i.e., when the Captain of a flight believes that the circumstances may lead to crew and/or passenger injuries, aircraft damage, or an aircraft evacuation, and requires preparation of the cabin for an emergency landing/ditching and evacuation). If more time is needed, the Flight Attendant may request a personal leave.
2. Unless otherwise provided in this Section 11, Sick and Vacation during a Flight Attendant's Leave of Absence will be governed by Section 13, Sick and Section 12, Vacation.
3. Failure of a Flight Attendant to return to active service at the end of any Leave of Absence or extension thereof shall be deemed a voluntary termination of employment.

4. Seniority will continue to accrue throughout the duration of all approved leaves. With the exception of Military Leave, Longevity shall accrue for the first one-hundred and eighty (180) days of any Leave of Absence. Longevity shall continue to accrue for the entire period of Military Leave.
5. With the exception of Military Leave, employee travel benefits remain in effect for the first one-hundred and eighty (180) days of a Leave of Absence. After one-hundred and eighty (180) days, travel must be requested through Flight Attendant's Inflight Base supervisor and is subject to approval.
6. Flight Attendants on a Leave of Absence, who have provided a return to work date to the Company that is prior to the effective transfer date, are eligible to bid for a Base transfer.
7. A Flight Attendant coming back from a leave who does not get the opportunity to bid, and who has a release date at least seventy-two (72) hours prior to their return to work, will have the option to request Trips from Open Time within twenty-four (24) hours of their release. The Company will make its best effort to award the Flight Attendant their requested Trips if the Trips are still available in Open Time. Otherwise, the Flight Attendant will have a Mixed Line or Reserve Line schedule built for them.
8. Flight Attendants may attend training events while on a Leave of Absence, without having to return to active status, to avoid disqualification; except, Flight Attendants who are currently on a leave related to their own illness or injury cannot attend training events.
9. A Flight Attendant who has exhausted their Sick bank during FMLA leave or a Personal Leave of Absence that is medical in nature shall have the option of being paid out any accrued but unused Vacation time to supplement their pay up to the monthly minimum guarantee.

F. Company Convenience Leave (CCL)/ Voluntary Short-Term Leave (VSTL)

When the Company is in an overstaffed situation, the Company may offer leaves in the form of CCL and/or VSTL to reduce the number of Flight Attendants. These leaves may vary in duration based on the Company's staffing requirements. Seniority by Base will be utilized in considering the awarding of CCLs and/or VSTL at a Base and will continue to accrue throughout the leave. At the time a Flight Attendant requests a CCL and/or a VSTL, they will be given a copy of the current

CCL or VSTL policy, as applicable, and be required to sign an Agreement stipulating to those provisions. If CCL and/or VSTL opportunities are offered in a particular Base, at least one CCL and/or VSTL, as applicable, position must be granted in that Base. Awarded CCL and VSTL do not count as chargeable occurrences against the Attendance Policy.

G. Personal Leave of Absence

With the Company's permission and at its discretion, a Flight Attendant may be granted a Leave of Absence for compelling personal or medical reasons. The request for a Personal Leave of Absence must be initiated as specified by the Company.

1. At its discretion, the Company may grant a Personal Leave of Absence for an initial period of up to one-hundred and eighty (180) days. A Flight Attendant may request to extend their Personal Leave of Absence provided a timely request for such extension is made in advance of the scheduled end of the leave period. The Company shall maintain the discretion to grant any requested extensions of a Personal Leave of Absence.
2. Personal Leaves of Absence must be approved by the Company prior to taking the leave.
3. A Flight Attendant may not request a Personal Leave of Absence for reasons such as taking other employment or for taking an extended vacation.
4. Flight Attendants will be paid from their accrued but unused Sick bank, and, after the Sick bank has been exhausted, from their accrued but unused Vacation, during a Personal Leave of Absence that is medical in nature for a Flight Attendant's own personal illness or injury, or to care for an ill or injured spouse, domestic partner, and/or dependent minor child, unless the Flight Attendant specifically requests the absence remain unpaid at the time the leave is requested. Such request shall be made in advance of the start of an approved Personal Leave of Absence by submitting such request to Crew Payroll via the Company approved electronic notification system, currently JIRA. A Personal Leave of Absence that does not meet the criteria in this paragraph will be unpaid.
5. A Flight Attendant who begins a Personal Leave of Absence mid-month shall have their health insurance coverage continued contingent upon payment of their portion of the premium. A Flight Attendant who enters a month on an unpaid Personal Leave of Absence and who continues on leave for the entire month may continue their health insurance coverage through payment of the total premium.

6. Flight Attendants will need to contact their Inflight Base supervisor and the Company's designated agent at least one calendar week prior to returning from a Personal Leave of Absence.
7. Requests for a Personal Leave of Absence involving serious emergencies or Acts of God (i.e., fires, floods, tornadoes, hurricanes, etc.), affecting a Flight Attendant's household, or a serious accident or incident involving a Flight Attendant's family member shall be given additional, expedited consideration, and shall not be unreasonably denied.

H. Bereavement Leave

Flight Attendants are entitled to a paid (pay protected PPSK) Leave of Absence associated with the death of an immediate family member of up to seven (7) calendar days, available to be used in up to two (2) blocks of consecutive days, one of which must be the date of interment or memorial service of an immediate family member. If the Flight Attendant wishes to take additional bereavement leave beyond seven (7) calendar days, the Flight Attendant may use accrued Sick time, accrued but unused Vacation, or take unpaid time off with the approval of their Inflight Base supervisor. The Company will not unreasonably deny a Flight Attendant's request for additional leave. For purposes of this Section 11.H, the term "immediate family members" includes: spouse; domestic partner; children; children, parents, or grandparents of spouse or domestic partner; parents; siblings; daughter-in-law; son-in-law; grandparents; grandchildren; stepparents; step grandparents; stepchildren; aunts; and uncles. Proof of qualifying event may be required upon request by the Company.

I. Parental Leave

Flight Attendants shall participate in the Company's Parental Leave Program on the same terms as non-represented Company employees (i.e., equally offered to all non-represented employees) participating in the same program, except that Company paid Parental Leave shall be limited to three (3) weeks.

J. Wedding Leave

A Flight Attendant may request the Company pre-load an unpaid absence in order to block their calendar from potential assignment of duty during the line building process in order to attend their own scheduled wedding. Upon request, the Company shall grant an unpaid Wedding Leave of Absence for a Flight Attendant's actual wedding of up to three (3) consecutive days, one of which must be the date of the wedding. Any request for leave beyond three (3) days shall be at the discretion of the Company. Any requests for Wedding Leave must be submitted in writing no later than the 15th of the month prior to the Bid Period in which the Flight Attendant would be bidding (e.g., for the July Bid Month, the Flight Attendant would

need to provide their Wedding Leave request no later than May 15). Proof of qualifying event may be required upon request by the Company.

SECTION 12

VACATION

A. Vacation

1. Vacation Grant

| Longevity | Vacation Days |
|--|----------------------|
| 1 st year | 7 days |
| 2 nd - 4 th year | 14 days |
| 5 th – 8 th year | 21 days |
| 9 th year and thereafter | 28 days |

Note: Vacation days do not carryover or accrue from year to year.

Note: Longevity years are as of the start of the year, not years completed (same as pay Longevity), with the exception of new hire Flight Attendant vacation described below.

Flight Attendants returning from leave after the grant period shall be granted vacation days prorated as follows: Longevity Vacation Days ÷ 12 × full calendar months remaining in the year.

2. Annual Vacation Bid

- a. Each week of vacation shall consist of a block of seven (7) consecutive days scheduled free from duty.
- b. Flight Attendants shall bid on a block(s) of vacation. Each individual block of vacation shall begin on a Sunday and end on the following Saturday.
- c. A vacation block is worth twenty-one (21) hours at a Flight Attendant's Applicable Base Rate of Pay. Vacation, including block and FLEX, is eligible to count toward the Bonus Flight Hour threshold.
- d. The vacation blocks will be awarded in seniority order by Base.

- e. Flight Attendants will be allowed to bid the amount of vacation blocks that total the number of vacation days, commensurate to their longevity on December 31st in the same year of the October 31st vacation bid award.
 - f. The annual vacation bid period shall open October 1st and shall close on October 21st of each year. All final annual vacation bids shall be awarded no later than October 31st of each year.
 - g. The Company shall make available enough vacation blocks for each Flight Attendant on the seniority list to utilize their full vacation grant.
 - h. A minimum of five percent (5%) of the remaining annual liability of vacation blocks, as adjusted after vacation block FLEX elections, will be distributed per Bid Period on a system wide basis, except the Company may designate four (4) Bid Periods each year to have a minimum distribution of three percent (3%). The Company will use every effort to have at least one (1) vacation block available each week. In the event a vacation block is not available for a week, the Company will provide the Union with reasonable notice and a basis for the lack of availability.
 - i. Flight Attendants can bid for vacation while on a Leave of Absence.
3. Failure to Bid or Not Enough Bid Choices
- a. A Flight Attendant who fails to bid or has not provided enough bid choices, will be allowed to select vacation from the remaining blocks on a first-come, first-serve basis at any time from the final vacation bid awards until November 30th of the calendar year in which the vacation bid took place.
 - b. If a Flight Attendant does not bid vacation by November 30th, they will be assigned vacation for the following year, no later than December 31st.
4. New Hire Flight Attendant Vacation
- a. A Flight Attendant with a hire date after December 31st and before June 1st, will be allowed, following their graduation date, to select on a first-come, first-serve basis, a vacation block from the remaining

vacation blocks, from the graduation date through the end of the calendar year.

- b. Should no vacation blocks remain, the Company shall assign a vacation during the remainder of that year or choose to payout any unused vacation days if one cannot be awarded.
- c. Flight Attendants hired after June 1st shall bid during the annual vacation bid for the following year.
- d. Flight Attendants hired after October 10th will be allowed to bid for vacation for the following year, after the October 31st final vacation blocks are awarded.
- e. A new hire Flight Attendant bidding after October 31st, upon completion of graduation, will be allowed to select on a first-come, first-serve basis, vacation from the remaining vacation blocks for the following year, or current year if their graduation occurs within the same year.

5. Vacation Trades

- a. Flight Attendants may trade a vacation block(s) with posted open vacation blocks.
- b. Vacation block trades must be requested by the end of the Bid Period prior to the bid opening (e.g., Vacation block trades for May Bid Period must be submitted by March 31st).

6. Picking Up of Trips While on Vacation

- a. A Flight Attendant may pick up Trips from Open Time, Mission Modes, Premium Pay Open Time Trips, or from other Flight Attendants during their vacation block in accordance with Section 19, Scheduling and Bidding.
- b. If a Flight Attendant calls out sick for a Trip picked up from Open Time in accordance with Paragraph 6.a. directly above, the Flight Attendant will be paid Sick leave.

- c. Any Trips picked up during a Flight Attendant's vacation block will be paid in addition to the vacation day.

7. Vacation Cancellation

- a. The Company may cancel vacation in the event of a change in Base, involuntary TDY, or due to operational need.
- b. In the event of a voluntary TDY, a Flight Attendant will forfeit a previously awarded vacation that conflicts with their TDY assignment.
- c. If a vacation is cancelled, the Flight Attendant shall be allowed to either select from the remaining vacation blocks in the calendar year or be paid out the value of the vacation week cancelled.
- d. Should the Company cancel a vacation due to operational need, and the Flight Attendant elects to be paid out in accordance with 7.c. above, they shall receive pay for that cancelled vacation at a rate of one and one-half times (1.5x) their current hourly rate. In addition, the Company shall reimburse the Flight Attendant for any deposits or advance payment made for the vacation upon receipts being submitted to the Company (less any payments made to the Flight Attendant from any travel or related insurance purchased for the vacation). Nothing shall preclude the Company from attempting to have deposits or advance payments refunded to the Company by directly contacting the Company with which the deposits or advance payments were made.

8. Separation of Employment

- a. Should a Flight Attendant separate from the Company, and their vacation for the current year has not been used, the Company shall pay the Flight Attendant the remaining unused vacation days.
- b. The Company shall pay the Flight Attendant's unused vacation days in their final pay check, in the amount of three (3) hours multiplied by vacation days not used at their rate of pay at time of separation.

9. Part-time Flight Attendants

- a. Flight Attendants in a Part-time status at the time of the vacation grant and vacation bidding process shall not be granted vacation, nor will the Flight Attendant be permitted to bid for a vacation block(s).

- b. Full-time Flight Attendants granted vacation prior to a change in status to a Part-time Flight Attendant will be paid out the value of their vacation in the amount of three (3) hours multiplied by vacation days not used at their rate of pay at time of change in status, and they will not be permitted to take vacation previously bid for and awarded.

10. Base Transfer Vacation Bid

- a. A Flight Attendant who has been granted a Base transfer prior to the vacation bid for the following year will be able to bid vacation blocks in the new Base starting in the Bid Period of the transfer. The Flight Attendant will be allowed to bid vacation blocks both in their old Base during the Bid Periods prior to the transfer, and in the new Base starting the Bid Period of the transfer. (Example: If a Flight Attendant is currently based in LAS but gets a Base transfer to AUS awarded prior to the vacation bid for March of the following year, they will be able to bid vacation blocks in LAS for January and February, and vacation blocks in AUS from March through December.)
- b. A Flight Attendant who has been granted a Base transfer after the vacation bid for the following year will have the option to choose from open vacation blocks in their new Base, or to be paid out for the vacation blocks.

11. Vacation FLEX Days Option

- a. A Flight Attendant may elect to FLEX any of their allocated vacation block(s) in lieu of bidding for a vacation block(s). If elected, the Flight Attendant shall have that vacation block(s) hours converted to FLEX hours, which shall be deposited into their FLEX hour bank. Such election shall be made by the Flight Attendant during the FLEX election period, which shall occur prior to the annual vacation bid. FLEX bank hours can be used by a Flight Attendant to request a Day Off after the monthly bid awards. An awarded FLEX day is considered a vacation day, and a Flight Attendant shall not be eligible to be Junior Assigned on a FLEX day.
- b. Requests for a FLEX Day Off must be submitted via the Crew Portal and will be awarded on a first-come, first-serve basis after the

monthly bid awards, provided there is an excess of the required Reserve complement.

- c. Flight Attendants awarded a FLEX Day Off will have their FLEX hour bank deducted by the actual hours dropped to the extent they have accrued but unused FLEX bank hours. If a Flight Attendant does not have sufficient hours in their FLEX bank to cover the actual hours dropped, any remaining hours would be unpaid.
- d. At the end of the year, any unused FLEX bank hours will be paid out to the Flight Attendant at their current hourly rate of pay. FLEX bank hours shall not be available for Flight Attendants in the December Bid Period in order for the annual end of year FLEX bank hour payout to be calculated and processed.
- e. Any Mission Mode picked up on a FLEX day will be paid in addition to the duty dropped by the FLEX day.

SECTION 13

SICK LEAVE

A. Sick Leave Accrual

1. A Flight Attendant shall accrue four (4) hours overall of Sick leave for each full calendar month of active service with the Company to a maximum of four hundred fifty (450) hours. A Flight Attendant must be on active status and available to the Company for a minimum of fifteen (15) days during a month in order to accrue Sick leave.
2. The Company shall maintain and provide Sick bank accrual records to Flight Attendants on a monthly basis.
3. A new hire Flight Attendant shall begin accruing Sick leave for deposit into their Sick bank on the first of the month following the Flight Attendant's graduation date.

B. Accrual While on Leave or Furlough

1. For block Leaves of Absence or furlough thirty (30) days or more in duration, a Flight Attendant will accrue Sick leave for only the first thirty (30) days that a Flight Attendant is on a Leave of Absence or on furlough.
2. A Flight Attendant shall retain, but not accrue, Sick leave while on furlough or Leave of Absence except as otherwise provided in this Agreement.

C. Use of Accrued Sick Leave

1. When a Flight Attendant loses hours due to their own personal illness or injury, illness or injury of their spouse or domestic partner, or to care for an ill or injured dependent minor child, they will be credited and their Sick bank shall be deducted as follows:
 - i. When a Flight Attendant, other than a Reserve Flight Attendant, loses hours, they will be credited with the scheduled time of the Trip(s) lost to the extent they have accrued Sick bank hours. A Flight Attendant absent for a full Bid Period who has not been awarded or assigned a monthly schedule will be credited with the minimum guarantee to the extent that they have available Sick bank hours. An amount equivalent to the credited hours will be deducted from the Flight Attendant's Sick bank.

- ii. A Reserve Flight Attendant shall be credited with four (4) hours for each day of scheduled Reserve duty missed to the extent they have accrued Sick bank. A Reserve Flight Attendant absent for a full Bid Period will be credited with the minimum guarantee to the extent that they have available Sick bank hours. An amount equivalent to the credited hours will be deducted from the Flight Attendant's Sick bank.
 - iii. If a Flight Attendant does not have sufficient hours in their Sick bank to cover the value of hours lost, they will be paid only to the extent that they have available Sick bank hours and their minimum guarantee will be adjusted accordingly.
 2. A Flight Attendant on Family Medical Leave (FMLA) or a Personal Leave of Absence that is medical in nature for a Flight Attendant's own personal illness or injury, illness or injury of their spouse or domestic partner, or to care for an ill or injured dependent minor child, may elect to use accrued Sick leave in accordance with Section 11.G.4 to the extent that they have available Sick bank hours. The Flight Attendant will be credited and their Sick bank shall be deducted as described above.
 3. A Flight Attendant on Workers' Compensation Leave may use their accrued Sick leave to supplement Workers' Compensation benefits up to the value of the flight attendant's minimum guarantee at their current rate of pay.

D. Termination of Employment

Unless otherwise required by law, upon voluntary/involuntary termination of employment, retirement, or death, Flight Attendants (or their estate) will not receive payment for accrued, but unused, Sick leave.

E. Sick Bank Payout

1. Any Sick leave accrual earned in excess of a Flight Attendant's four hundred fifty (450) hour accumulated Sick bank balance shall be paid out on a monthly basis at a rate of three (3) times their current hourly rate.
2. A Flight Attendant shall have the ability to request to be paid out a portion of that prior year's annually accrued Sick leave in January of each year under the following conditions:
 - i. If a Flight Attendant has not utilized Sick leave for Duty assignments in the past calendar year, they may, at their discretion, request to be paid out twenty-five percent (25%) of that prior year's annual accrued Sick leave, to be paid at two (2) times their current rate of pay. Use of Sick leave for FMLA does not apply to usage.

EXAMPLE: A Flight Attendant accumulates forty-eight (48) hours of Sick leave in 2024 and does not utilize any Sick leave in that calendar year. Upon request in January of 2025, that Flight Attendant will be eligible to have twelve (12) hours deducted from their Sick bank to be paid out at two (2) times their current hourly rate.

- ii. If a Flight Attendant has utilized Sick leave for three (3) or less Duty assignments in the prior calendar year, they may, at their discretion, request to be paid out twenty-five percent (25%) of that year's annual accrued Sick leave, to be paid at one and one-half (1.5) times their current rate of pay. Use of Sick leave for FMLA does not apply to usage.

EXAMPLE: A Flight Attendant accumulates forty-eight (48) hours of Sick leave in 2024 and calls in Sick for three (3) Trips in that calendar year. Upon request in January of 2025, that Flight Attendant will be eligible to have twelve (12) hours deducted from their Sick bank to be paid out at one and one-half (1.5) times their current hourly rate.

SECTION 14
ON THE JOB INJURY

A. On the Job Injuries (Workers' Compensation)

1. Flight Attendants must report any on-the-job injury (OJI) to an Inflight Base supervisor or manager/director immediately, regardless of whether medical attention is required. An applicable form Employee Injury Report must be completed and submitted as soon as possible after an injury.
2. State law will determine whether an individual claim is compensable.
3. Drug testing may be required when a Flight Attendant seeks medical attention for a work-related injury or accident.
4. Flight Attendants are required to attend all scheduled doctor appointments related to the on-the-job injury, and to provide any resulting opinions and/or reports to their Inflight Base supervisor within twenty-four (24) hours of receipt. A Flight Attendant remains responsible for payment of their portion of medical insurance premiums, life insurance premiums, and any other applicable payroll deductions while off work due to an on-the-job injury. If a Flight Attendant fails to pay such premiums, the Company will pay the Employee premium portion for one (1) month, and upon return to work, a repayment plan will be set up. Thereafter, if a Flight Attendant fails to pay such premiums, insurance may be terminated.
5. A Flight Attendant who suffers an on-the-job injury away from their Base will be provided with positive space travel back to Base or the commercial airport closest to their permanent residence.
6. Waiting Period
 - i. A Flight Attendant may request payment for all time lost during an applicable waiting period from their Sick bank and, after the Sick bank has been exhausted, from their accrued but unused vacation.
 - ii. In cases where applicable laws/regulations provide for retroactive compensation payments back to the first day of injury and the Flight Attendant has been paid pursuant to Section 14.A.6.i. above, the amount of compensation payments covering the waiting period will

be deducted from the Flight Attendant's pay and restored to their Sick bank and/or vacation.

7. Pay Beyond Waiting Period

- i. If the absence due to an on-the-job injury continues beyond the waiting period, the Flight Attendant may elect:
 - a. to use accrued Sick and/or vacation time to the extent of their accrual in order to receive full pay, up to the Flight Attendant's minimum guarantee, in conjunction with any applicable workers' compensation benefits covering the same period of absence, or;
 - b. to receive workers' compensation benefits only.
 - c. Supplemental compensation, beyond worker's compensation, is subject to applicable state law limitations, and cannot be determined until the benefit of workers' compensation has been determined.

8. The Company will provide the Union with a Flight Attendant OJI report on a monthly basis. The report will contain the Flight Attendant's name, Base, and employee number.
9. A Flight Attendant on OJI may continue to utilize pass travel benefits for medical care. A Flight Attendant on OJI may not occupy the jump seat. Pass travel for eligible family members, travel companions, and guest passes remain active.
10. A Flight Attendant with a vacation while they are on an OJI shall have the option to either trade the vacation with open vacation weeks or be paid out for their block of vacation.
11. The Company will make every effort to offer light duty to a Flight Attendant on OJI.

B. General

An on-duty Flight Attendant who is the victim of assault by a passenger will have the full cooperation of the Company in criminal charges brought against the passenger by appropriate authorities. It may be necessary for the Flight Attendant

to meet with law enforcement authorities and appear as a witness in criminal proceedings. Flight Attendants in that situation will be pulled from the necessary Trips with pay. A Flight Attendant requiring such time off will provide the Company with as much advance notice as possible.

SECTION 15

HEALTH AND SAFETY

- A. Flight Attendants will be provided safe and clean equipment, working areas, and working conditions. A minimum of one (1) box of gloves, sanitizing wipes, hand soap, and trash bags will normally be available on each aircraft. In the rare event that one of these items is not available on an aircraft, that will not cause the flight to be canceled.
- B. Upon request, the Union will be provided in a timely manner with copies of all Flight Attendant reports of job-related injuries or illnesses filed through the Company's designated reporting system, provided the Flight Attendant at issue authorizes such disclosure.
- C. The Company will continue to meet or exceed all Federal Aviation Regulations (FARs) pertaining to cabin air quality and noise levels applicable to aircraft operated by the company. Flight Attendants may use noise cancelling earplugs during takeoff and landings. The Company will publish a list of earplugs that are acceptable for this purpose.
- D. The Company and the Union recognize the importance of health and safety, and agrees to the utilization of the Safety, Health, and Security (SHS) Committee to be appointed by the Union. The Company agrees its designee will meet with the TWU 577 Safety, Health, and Security Committee Chairperson no less than once per quarter, if requested, to discuss issues relating to health and safety, including but not limited to, regulatory compliance issues and Company and FAA required training.
- E. Searches of aircraft on the ground for bombs and/or suspicious and potentially dangerous items shall not be done by Flight Attendants. Flight Attendants are not required to remain on board during such a search while the aircraft is on the ground.
- F. If a Flight Attendant encounters blood or bodily fluids, they will take all necessary precautions to prevent exposure to customers and crewmembers including utilizing the infection control kit. Upon landing, cleanup will not be the responsibility of the Flight Attendant; instead, prescribed Company procedures will be followed to arrange for cleanup of aircraft and disposal of waste.

- G. A Flight Attendant who considers themselves fatigued should follow the provisions of the company's Fatigue Risk Management Program (FRMP). The Fatigue Risk Management Committee (FRMC) will investigate the fatigue claim in accordance with the FRMP. If the FRMC concurs that the fatigue claim is a result of irregular operations and/or rescheduling, the Flight Attendant will be paid for flight Segments missed, and provided with any legally or contractually required rest, and, if overnighted out of Base and traveling back on a Day Off, a COMP day. Properly submitted fatigue reports will normally be reviewed by the FRMC within thirty (30) days of the fatigue report's submission. Following provision of the required rest, the Flight Attendant must remain available for the remainder of their duty day where applicable. In the event the claim is determined to result from something other than the demands of duty as described above, the absence will remain unpaid and be handled in accordance with the FRMP. Approved fatigue calls are not a chargeable occurrence under the Attendance Policy and do not affect perfect attendance or record improvement. The FRMC will have the ability to push approved fatigue reports to different departments for recommendations about fatigue mitigation improvements. Within six (6) months of the execution of this Agreement, the Company agrees to meet and confer with the Union to discuss developments for fatigue mitigation programs.
- H. A Flight Attendant who believes that the temperature onboard an aircraft on the ground is unsafe for boarding shall notify the Pilot in Command. The Pilots and the Flight Attendants will determine when the aircraft temperature is safe for boarding. The Pilot in Command is ultimately responsible for making a final determination, and notifying system operations control as appropriate.
- I. At least one (1) working lavatory will normally be operable, including a toilet that flushes properly, for operation of any passenger flight. In the rare event an aircraft does not have an operable lavatory, Flight Attendants will be given the opportunity to get off the aircraft to use an airport restroom.
- J. The Company will provide safe and secure crew hotels and transportation to and from the airport.
- K. In the case of a pandemic or declared health emergency, the Company will comply with health and safety guidelines or recommendations issued for commercial air carriers by the Center for Disease Control (CDC), the FAA, and other government agencies (i.e., PPE, cleaning, etc.). Neither the Company nor the Union shall use

this provision to force vaccinations in the event of a pandemic or declared health emergency.

L. Notwithstanding the language provided in Section 11.E.1., a Flight Attendant shall have the ability to be released from the remainder of their duty day and the following calendar day without loss of pay, which may be extended by mutual agreement of the Union and the Company if they have been involved in:

1. A serious incident (i.e., in-flight fire, recognized decompression in the cabin, severe turbulence, a physical assault requiring the assistance of law enforcement, mechanical irregularity resulting in smoke in the cabin, engine shutdown) onboard an aircraft resulting in serious mental or physical injury to the Flight Attendant; or,
2. Apparent death onboard the aircraft if the Flight Attendant provided first aid or similar attempted life-saving measures, or was involved in an exposure incident involving a passenger's bodily fluid during an onboard medical emergency, including, but not limited to, emergency life support procedure, severe airway obstruction and severe bleeding.

M. If the Company intends to conduct a non-disciplinary safety debriefing, it shall attempt to schedule such debriefing as soon as practicable after a serious safety incident involving a Flight Attendant. If a Flight Attendant is required to attend a non-disciplinary safety debriefing, the Flight Attendant will be paid two and one-half (2.5) hours of pay, or pay protected for any Trip or portion of a Trip removed, whichever is greater. The Flight Attendant can have Union representation, if Union representation is available at the time of the debriefing.

N. Assault Policy

The Company acknowledges the importance of investigating reports of assaults against Allegiant Team Members while at work. Within six (6) months of the execution of this Agreement, the Company agrees to develop, with input from the Union, a corporate wide policy that addresses assaults of Allegiant Team Members while at work. The policy will include a section regarding assaults against Flight Attendants, which shall be developed with input from the TWU 577 Safety, Health, and Security Committee.

O. The Company will provide the Union President, and/or designee(s), with safety related alerts from Alert Media, or a similar notification system. The Company will also provide the Union President, and/or designee(s), with copies of all Flight

Attendant Safety Event Reports and/or written statements from the safety debrief, subject to appropriate confidentiality agreements.

- P. The Company will provide the Union with a minimum of two (2) seats on the Go Team aircraft. Prior to being eligible to be on the Go Team Aircraft, any identified Union member must be willing and able to participate as a functional Team member, and will be required to complete any required training and appropriate confidentiality agreements.
- Q. The Company will advocate for Union involvement in NTSB investigations involving Flight Attendants.

SECTION 16
HOURS OF SERVICE

A. Duty Period Limitations and Required Rest

1. All Flight Attendants shall be scheduled in accordance with the chart below.

| Scheduled Duty (during any 24 hour period) | Required Rest (Scheduled and Actual) |
|---|--|
| Less than or equal to 14 hours | 10 |
| Greater than 14; less than or equal to 16 hours | 12 |
| Greater than 16; less than or equal to 18 hours (International only) | 12 |
| Greater than 18; less than or equal to 20 hours (International Only) | 12 |

2. For domestic flying, Duty Periods will not be scheduled for more than sixteen (16) hours.
- i. Flight Attendants can be extended up to eighteen (18) hours for irregular operations, as follows:
- a. After eighteen (18) hours Flight Attendants will be considered to have timed out of duty and shall be pulled whether in Base or out of Base to be given contractual rest unless the Flight Attendant waives the irregular operation limit in accordance with paragraph c, below.
 - b. Flight Attendants will have the option of being pulled from a flight Segment if the eighteen (18) hours will occur before or during that Segment.

c. A Flight Attendant may waive the irregular operation limit of eighteen (18) hours at their discretion.

1) A Flight Attendant who waives the irregular operation duty limit under this provision shall be paid above guarantee for any Segment(s) actually operated beyond eighteen (18) hours of duty, at two (2) times their applicable hourly rate of pay.

2) If a Flight Attendant waives the irregular operation duty limit under this provision and works past 0159 into their previously scheduled Day Off, they will receive a Comp Day in accordance with Section 6.L., Working Into A Day Off (Comp Day).

3) There must be sufficient Flight Attendants available to operate the flight for a Flight Attendant's waiver of the irregular operation duty limit to be accepted, and for the flight to continue to operate.

(Example: Four (4) Flight Attendants are at an outstation and scheduled to time out during their flight back to Base. One (1) Flight Attendant does not want to waive the 18-hour limit and extend; three (3) do. There are no other available Flight Attendants to replace that Flight Attendant. The waiver by the remaining three (3) Flight Attendants will not be accepted.)

4) This provision does not impact a Flight Attendant's ability to call fatigue in accordance with Section 15.G.

ii. The Lead Flight Attendant will honor seniority when scheduling and coordinating crew rest breaks among Flight Attendants. Rest breaks will be approximately evenly divided and will occur during non-service periods.

3. Augmented Crews

- i. Duty Periods that are scheduled in excess of fourteen (14) hours require additional staffing. The required number of Flight Attendants in addition to the FAA minimum depends on the length of the scheduled duty period and is shown in the chart below.

| DUTY PERIOD | REQUIRED ADDITIONAL FA |
|--------------------|---|
| 0 Hours – 14 hours | FAA minimum |
| 14:01 – 16:00 | Plus one |
| 16:01 – 18:00 | Plus two (also requires a takeoff or landing outside the United States and its territories) |
| 18:01 – 20:00 | Plus three (also requires a takeoff or landing outside the United States and its territories) |

- ii. When a Duty Period requires additional Flight Attendants, the following onboard rest provisions shall apply:
 - a. Fifteen (15) minutes on scheduled, non-stop domestic flight Segments greater than five (5) hours but less than seven (7) hours
 - b. Thirty (30) minutes on scheduled, non-stop domestic flight Segments of seven (7) hours or more
 - c. Thirty (30) minutes on International Flight Segments greater than seven (7) hours and less than nine (9) hours
 - d. One (1) hour on International Flight Segments greater than nine (9) hours

4. In the application of Sections 16.A.2.ii and 16.A.3.ii above:

- a. When an aisle customer seat is unavailable, Flight Attendants shall use the jumpseat.

- b. Flight Attendants shall complete all scheduled cabin services before starting any crew rest break.
 - c. The Lead Flight Attendant will honor seniority when scheduling and coordinating crew rest breaks among Flight Attendants. Rest breaks will be approximately evenly divided and will occur during non-service periods.
 - d. The Union and the Company agree that these provisions: (1) address and provide for meal and rest period arrangements that differ from the statutory default under Section 512 of the CA Labor Code; (2) meet the requirements of the statutory exemption under CA Labor Code Section 512.2; and (3) to the fullest extent permitted by law, expressly waive the requirements for meal and rest periods under Section 512 of the CA Labor Code, as of the Effective Date of this Agreement.
5. These duty limitations and rest requirements measure scheduled, not actual, duty time. A Flight Attendant is not considered to be scheduled for duty in excess of Duty Period limitations if the flights to which they are assigned are scheduled and normally terminate within the limitations but due to circumstances beyond the control of the Company are not at the time of departure expected to reach their destination within the scheduled time.
6. In accordance with FARs, all Flight Attendants must receive twenty-four (24) hours free from duty during any seven (7) consecutive calendar days. A Flight Attendant shall not be assigned a line of flying or Reserve Line that is scheduled to perform any duty, Deadhead, or training for more than six (6) consecutive calendar days without a Day Off.
7. Time spent in transportation, not local in nature, that the Company requires of a Flight Attendant to transport them to or from a flight assignment or back to their Base is not considered part of a rest period.
8. There shall be no maximum limits to how many hours a Flight Attendant can fly in any Bid Period as long as all FARs and all provisions of this Agreement are met.

9. When a scheduled departure is delayed over one and one half (1.5) hours, or canceled, the Company will first attempt to notify the Flight Attendant by telephone or text message at the Flight Attendant's primary contact number, or through other Company offered electronic communication (e.g., Crew Mobile, future app based applications, etc.). In situations when Crew Services allows a Flight Attendant to remain at the hotel or home, the Flight Attendant's duty day will not begin until the Flight Attendant actually checks-in for duty as directed by Crew Services. Flight Attendants must remain available (via cell phone or the phone in their hotel room) to Crew Services for potential rescheduling. Failure to do so may result in disciplinary action.
10. If a Flight Attendant is required by Crew Services to remain with an aircraft and/or at the airport for any reason, the Flight Attendant's duty day will continue until Crew Services releases the Flight Attendant. If a Flight Attendant is required to remain with an aircraft and/or at the airport in accordance with this paragraph for between thirty (30) minutes and one hour beyond their original debrief time, the Flight Attendant will be paid one (1) hour of pay at the applicable rate of pay. If a Flight Attendant is required to remain with an aircraft and/or at the airport in accordance with this paragraph for more than one (1) hour, the Flight Attendant will be paid for all such time at block rate. If less than an entire crew is required to remain with an aircraft and/or at the airport, the Flight Attendant(s) selected will be in inverse seniority order, with legalities considered.

B. Duty Periods

1. Duty Period
 - i. A Flight Attendant's Duty Period will begin at the time they are required to report for duty.
 - a. Show time will be one (1) hour prior to scheduled departure for Domestic operations, but may be increased to one and one-half (1.5) hours for International flights, charter flights, or remote off gate locations, as directed by Crew Services.
 - b. When changing a Flight Attendant's show time with less than

one (1) hour before show time, Crew Services must have Flight Attendant concurrence to change the show time.

- ii. The Company will not schedule unrealistic turn times in order to keep a Flight Attendant legal.
- iii. A Duty Period will end twenty (20) minutes after block arrival of the last leg of the trip, in or out of Base. For International flying, the Duty Period will end forty-five (45) minutes after block arrival of the last leg of the trip to accommodate for Customs. If a Flight Attendant(s) is required to remain with passengers after their Duty Period end time (i.e., twenty (20) minutes for domestic in or out of Base, or forty-five (45) minutes for international), the Lead Flight Attendant or designee must notify Crew Services prior to leaving the airport through the approved notification protocol, and Crew Services will adjust the end duty accordingly.
- iv. When it is necessary to contact a Flight Attendant at a Layover station, Crew Services will use its best judgment as to not interrupt rest. The Company may provide notice of schedule changes through electronic means such as Crew Mobile, text message, or similar, but a Flight Attendant is not obligated to check such notices during the rest period. A telephone call to/from Crew Services does not constitute an interruption of crew rest.

C. Crew Rest

Any Flight Attendant who works a Duty Period that exceeds fourteen (14) hours, whether scheduled or unscheduled, must be given twelve (12) hours of rest at the end of duty. In this situation, the Flight Attendant's rest period cannot be reduced. A Flight Attendant who is unable to check into their hotel room, through no fault of their own, may notify Crew Services to ensure that they receive contractual rest.

- D. A Flight Attendant shall not be required to keep the Company advised of their whereabouts during off-duty periods.
- E. If the Company introduces a new aircraft type into service, or operates new flying that is substantially different from previous operations, it will meet and confer with the Union regarding the change prior to commencing operation of the aircraft or flying.

F. Minimum Days Off Table

Minimum Days Off during any Bid Period in which there is a Leave of Absence, CCL, or scheduled vacation will be awarded based on the chart below.

| DAYS AVAILABLE | MIN DAYS OFF (15 Day Off Month) | MIN DAYS OFF (14Day Off Month) | MIN DAYS OFF (13 Day Off Month) | MIN DAYS OFF (12 Day Off Month) | MIN DAYS OFF (11 Day Off Month) | MIN DAYS OFF (10 Day Off Month) |
|----------------|---------------------------------|--------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| 1-3 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4-6 | 2 | 1 | 1 | 1 | 1 | 1 |
| 7-9 | 3 | 3 | 2 | 2 | 2 | 2 |
| 10-11 | 5 | 5 | 4 | 4 | 3 | 3 |
| 12-14 | 6 | 6 | 5 | 5 | 5 | 4 |
| 15-17 | 7 | 7 | 6 | 6 | 6 | 5 |
| 18-20 | 9 | 8 | 7 | 7 | 7 | 6 |
| 21-23 | 10 | 9 | 8 | 8 | 8 | 7 |
| 24-25 | 12 | 11 | 9 | 9 | 9 | 8 |
| 26-27 | 13 | 12 | 11 | 10 | 10 | 9 |
| 28-29 | 14 | 13 | 12 | 11 | 11 | 10 |
| 30-31 | 15 | 14 | 13 | 12 | 11 | 10 |

G. Commuting Flight Attendants

1. It shall be the responsibility of a Flight Attendant who is unable to report for duty to notify Crew Services and their Inflight Base supervisor, as soon as reasonably practicable once they become aware of their inability to report for duty.
2. When a Flight Attendant is unable to report for duty, as a consequence of failing to be able to commute into their Base or other location where their assignment is to commence, they must:
 - a. Show proof (i.e., PNR listing for the attempted flights showing the Flight Attendant was checked in at the airport, printed standby boarding pass for the attempted flights, etc.) to their Inflight Base supervisor that they

attempted to travel on at least two (2) scheduled FAR121 or 135 commercial airlines from an airport where they are located, to the location of their next assignment, and that such scheduled travel would have gotten the Flight Attendant to the location of their assignment at least one (1) hour prior to their scheduled show time; and,

- b. Give the Company at least four (4) hours notification, or immediately notify the Company after the Flight Attendant's first failed attempt to travel, of their inability to report for duty at their most recent scheduled show time.
3. When the commuting Flight Attendant arrives late to the duty location, the Company may choose among the following options, at its discretion:
 - a. It may place the Flight Attendant in Reserve status paid in accordance with Section 20, in which case the Flight Attendant shall not be credited for the previously assigned Trip; or
 - b. It may place the Flight Attendant back on the original assignment or any portion thereof, in which case the Flight Attendant shall be credited for that Trip or portion flown; or
 - c. It may release the Flight Attendant from duty without any pay or credit.

H. Natural Disaster Absence Policy

1. In the event a Flight Attendant is unable to report to work due to a natural disaster they shall call Crew Services to notify the Company they are unable to report for duty. The Flight Attendant's Trip or Reserve period shall be dropped without pay; for Reserves, a Flight Attendant's Inflight Base supervisor may, with the Flight Attendant's concurrence, move their remaining Days Off to cover the absence.
2. The Flight Attendant may request that the Company restore dropped pay by using any accrued but unused leave from their Sick bank.
3. Based on the individual Flight Attendant's circumstances, the Company may choose not to consider their absence a chargeable occurrence under the Attendance Policy.

4. Notwithstanding the above, if the natural disaster prevents a significant number of Company employees from reporting to work and the Company determines that the time missed shall be treated as paid time off, all affected Flight Attendants shall have any dropped pay restored to its original value and their absence will not be considered a chargeable occurrence under the Attendance Policy.

SECTION 17
FILLING OF VACANCIES

A. Permanent Vacancies

The Company will determine when permanent vacancies occur. In filling those vacancies, the following rules shall apply:

1. The Company will notify the Union in writing at least sixty (60) days prior to the opening or closing of a Flight Attendant Base.
2. All incremental Flight Attendant vacancies at new or existing Bases shall be posted electronically and at all Flight Attendant Bases as far in advance as practicable. Such postings shall state the approximate number of vacancies to be filled, the Base, the effective date of assignment and shall be posted for a minimum of ten (10) calendar days. If a Flight Attendant desires a Base transfer, they must submit it monthly to the Company.
3. Vacancies will be awarded in bidder seniority order within seventy-two (72) hours of the bid closing. Flight Attendants will have seventy-two (72) hours after the award is posted to protest the Base vacancy bid award.
4. Any secondary vacancies created will be filled through a subsequent vacancy bid at the Company's discretion.
5. Any vacancies remaining after a bid conducted pursuant to paragraphs A.2. and 4. above will be filled in reverse order of seniority from existing overstaffed Base(s) pursuant to paragraph A.7. below or with new hires, at the Company's discretion.
6. All new vacancies put up for bid as well as all secondary vacancies posted by the Company will be available to all Flight Attendants in the system. No Flight Attendant will be involuntarily displaced from a Base, except as provided herein.
7. In the event that a reduction in Flight Attendants occurs in a Base, this reduction will be posted as a Base bid prior to the reduction, except in the case of a reduction in force (wherein the provisions of Section 27, Reduction in Force will apply). Such reduction-related bid will specify the number of positions remaining in the affected Base, and the location of all vacancies available elsewhere in the system. If insufficient Flight Attendants bid to

leave the Base, Flight Attendants will be displaced from the Base where the overage exists in reverse seniority order. Flight Attendants so displaced will be involuntarily assigned to available vacancies in seniority order.

8. The Company and the Union will meet to discuss the possibility of Company reimbursement of moving expenses arising from involuntary Base transfer, or Base closure.
9. In the event that the Company opens a Flight Attendant Base outside of the United States and its territories, the Company's Flight Attendants assigned to such Base shall be afforded all rights under this Agreement and the Railway Labor Act. The Company shall provide notice to the Union and, if requested, meet and confer with the Union regarding the decision to open such a Base prior to posting a bid for Vacancies.
10. When a Flight Attendant desires to vacate their Base due to hardship, the request to vacate shall be considered jointly by the Director of Labor Relations and the TWU 577 President.

B. Temporary Base Closure

1. In the event a Permanent Base experiences a temporary closure (e.g., an airport must cease all operations for runway construction), the Company shall offer each Flight Attendant in the affected Base at least one of the following three options:
 - a. Pay protection of their minimum guarantee; or
 - b. The opportunity to TDY; or
 - c. The option to take VSTL.

C. Multi Airport-Bases

In the event that the Company wishes to implement a Permanent Base for Flight Attendants servicing multiple airports, the Union and the Company will meet and negotiate the terms at least one hundred twenty (120) days prior to its opening.

SECTION 18

SCHEDULING POLICY

A. Trip Construction

On the first day each year that Daylight Savings Time goes into effect, Flight Attendant rest and/or duty schedules will be adjusted, if necessary, to ensure the Flight Attendant will receive their contractual crew rest.

B. Line Construction

All bidders will be guaranteed a minimum annual average of twelve (12) Days Off per Bid Period. No line will be constructed with less than ten (10) Days Off in any Bid Period, or be built with more than six (6) consecutive days of assignments.

C. General

The Company will meet with the TWU 577 Scheduling and Payroll Committee quarterly and will consider recommendations regarding Trip/pairing generation and line construction.

D. Line Types

1. A Flight Attendant's line type is determined at the time of bid awards.
2. Regular and/or Mixed Line – A work schedule produced by the Company, with planned sequences of Trips, known absences and activities (e.g., training, vacation), and intervening days off, and may include Reserve days. Flight Attendants who hold Regular Lines or Mixed Lines will be paid above minimum guarantee for Trips or Reserve days they picked up on their originally scheduled Day(s) Off or replacement Day(s) Off.
3. Reserve Line – A work schedule produced by the Company, with planned Reserve days, known absences and activities (e.g., training, vacation), and intervening days off. Flight Attendants who hold Reserve Lines will be paid above guarantee for Trips or Reserve days picked-up on their originally scheduled Day(s) Off or replacement Day(s) Off.

E. Swap/Trading of Recurrent Training

1. Individuals involved in swap/trades must be part of an e-mail trail indicating their approval to swap dates.

2. Original dates and dates of trade are to be specified for each Flight Attendant. These requests should be communicated to the Company. It is the responsibility of each Flight Attendant involved in a swap to ensure that the requested swap dates meet the guidance for recurrent training attendance (i.e. a Flight Attendant may attend in the actual base month, or their grace period which is one (1) month before or one (1) month after. As an example, if a Flight Attendant has a base month of October, that means they may swap into a class that is in September, October or November of that same year.).
3. Swaps must be provided to Inflight Training no later than the 20th of the month prior to the month of the Bid Period opening for the first recurrent training (Example: if the first recurrent training is in May, it must be submitted by March 20th). Changes to a Flight Attendant's recurrent training will not be made after bids have been awarded for any given Bid Period.
4. Emergency or extenuating circumstances will be considered by the Inflight Training team, and determined on a case-by-case basis. Individual requests to change class dates will be considered based on several criteria, such as class size, number of Flight Attendant's from a given Base already attending the respective class, and adherence to base month requirements.

SECTION 19
SCHEDULING AND BIDDING

A. Line Construction, Staffing and Bidding

The Company shall determine required staffing levels, and shall maintain an electronic system that makes Trips available for bid by Flight Attendants. Flight Attendants shall use the scheduling system to make adjustments to their schedule in accordance with the terms of this Agreement. The Company shall provide the Union with the bid packet no later than ten (10) days prior to the bid opening. Upon request, the Company will meet and confer with the TWU Local 577 Scheduling and Payroll Committee prior to each Bid Period to discuss the Committee's recommendations regarding the bid packet. The bid packet will include at a minimum Trip Pairings, pre-planned events (i.e., training, vacations, Leaves of Absence, TDYs, and CCLs), projected flying percentages, and the projected number of Reserve lines.

1. Eligibility to Bid

- i. To be eligible to bid, a Flight Attendant must have successfully completed Initial Training. If a Flight Attendant fails to bid, they will be assigned a line of flying by the Company.
- ii. To be eligible to bid, a Flight Attendant returning from any type of medical-related Leave of Absence (e.g., FMLA, OJI, medical) must have a projected release date of by or before the 5th day of the affected Bid Period. The release must be obtained and provided to the Company prior to the Bid Period closing. Flight Attendants on non-medical related leaves (e.g., personal, etc.), will be eligible to bid provided they have established, with the Company, a return-to-work date to occur no later than the 5th day of the affected Bid Period.
- iii. Flight Attendants on a Military Leave of Absence will be eligible to bid provided they have established, with the Company, a return to work date to occur within the Bid Period that is being bid for. The Flight Attendant can bid from their release date and will be paid their minimum guarantee, prorated for the portion of the Bid Period in which the Flight Attendant is available, or actual hours flown or credited, whichever is greater.
- iv. A Flight Attendant coming back from a leave for a partial Bid Period who does not get the opportunity to bid, and who has a release date at least seventy-two (72) hours prior to their return to work, will have the option to request Trips from Open Time within twenty-four (24) hours of their release to build a partial line to the prorated line credit window for that Bid Period. The Company will make its best effort to award the Flight Attendant their

requested Trips if the Trips are still available in Open Time. In the event the Flight Attendant is not awarded enough Open Time to be built a partial line, Crew Services shall build the Flight Attendant a Mixed, Regular or Reserve Line schedule in accordance with Section 19.B.4. below.

2. Bid Process

Bids are distributed electronically and will be accessible in each Flight Attendant's Calendar. All Flight Attendants will be responsible for accessing their bid packages electronically on a timely basis.

3. Schedules may be built with more than the minimum number of Days Off. Travel to and from training and training days are not considered Days Off.

B. Bid Awards

1. Flight Attendants will be provided with a five (5) day bidding period. Final awards will be issued no more than five (5) days after the close of bidding. The Company will work with the PBS vendor in an effort to condense the solving period and expedite the bid award process. The Company shall award and post system wide bid lines for the Bid Period in the current crew management scheduling system (i.e., Merlot) within one (1) hour of the first release of bids. Upon transition to a new crew management scheduling system, the Company agrees to work with the vendor if they are unable to comply with the one (1) hour publish time above, and further agrees to meet and confer with the Union to discuss any issues and limitations on meeting the publish time in Merlot.
2. A Flight Attendant may request a review of a final bid award within forty-eight (48) hours of award publication. A Flight Attendant may request a copy of their Global Bid Report during the protest period. The Company will respond with an explanation within forty-eight (48) hours of the close of the protest period. If an award is proven to be inaccurate due to Company error, the award will be adjusted. The Company and the TWU 577 Scheduling and Payroll Committee shall work collaboratively to reach mutual agreement in the resolution of submitted protests and, if applicable, identified remedy. If the parties are unable to reach mutual agreement on resolution or remedy, the Company's decision on resolution and, if applicable, granted remedy is binding. This does not constitute a waiver of the ability to file a grievance under Section 25.
 - a. If, during the bid award process, the Company is made aware of a risk identified via Saft-Fast, the Company may, at their discretion, choose to remove or modify the assignment to mitigate the fatigue risk. If the Company removes or modifies a Flight Attendant's assignment under this provision, it shall be in accordance with Section 19.F. Reschedule/Reroute.

3. If a Flight Attendant does not bid within the parameters of the bid packet for a Bid Period, they will be deemed to have submitted a bid with no preferences and their line will be awarded accordingly.
4. A Flight Attendant who is returning to flying for a partial Bid Period who was unable to build a partial line in accordance with Section 19.A.1.iv. above, will have a Mixed, Regular or Reserve Line constructed for them and will be granted a minimum of two (2) Days Off per seven (7) day period. For these purposes, the seven (7) day period will be considered the period from Sunday – Saturday.
5. Line value will be guaranteed at a minimum of seventy-five (75) hours for all line types, with the exception of a forty (40) hour bid line award. In Bid Periods with reduced Days Off (i.e., Bases awarded with less than twelve (12) Days Off), those Reserve Lines constructed with reduced Days Off will be guaranteed at a monthly minimum of eighty hours (80) hours. The Company will publish the projected Bases where forty (40) hour lines may be available. Nothing prohibits the Company from adding or removing Bases during the actual solve.
6. If any flight is canceled between the time that bids open and bids close, the Company will notify the Flight Attendants. Once bids are awarded and a flight(s) is canceled, the Flight Attendant's loss of flying will be handled in accordance with Section 19.F.

C. Open Time Distribution

1. After final awards are published and the protest process set forth in Section 19.B.2 above is completed, Trips in Open Time will be posted electronically and awarded on a first-come, first-serve basis to Flight Attendants who are legal and available for the Trip. For any Trips that are put into Open Time by the Company in error, and subsequently picked up by a Flight Attendant, the Flight Attendant will be pay protected (PPSK), if the Company fails to identify and correct the error within thirty (30) minutes of the trip being picked up by the Flight Attendant in Open Time.
2. Open Time shall not be assigned before 1000 Pacific Time two (2) calendar days prior to the scheduled report time for the Trip.
3. A Flight Attendant may pick up a Trip from Open Time in a different Base. The Company will not provide transportation or lodging for Flight Attendants who choose to pick up a Trip out of Base.
4. A Mission Mode Trip will not be transactable in Open Time.

D. Temporary Duty (TDY)

1. Flight Attendants who are awarded a voluntary TDY will be placed at the bottom of the TDY Base's seniority list for bidding purposes.
2. Flight Attendants who are assigned to an involuntary TDY will hold their Departmental Seniority in the TDY Base for bidding purposes.
3. Flight Attendants may elect to buddy bid for TDY. Flight Attendants who elect to buddy bid will be awarded the TDY at the seniority of the most junior Flight Attendant involved in the buddy bid.
4. In a Base entirely comprised of TDY Flight Attendants, the bidding and awarding of schedules will be handled in the same manner as at established Bases.
5. A Flight Attendant will be positioned for TDY on a previously scheduled work day if possible. If positioned on a Day Off, the Company will use its best efforts to provide a replacement Day Off within the same Bid Period. If a replacement Day Off is not provided, the Flight Attendant will receive four and one-half (4.5) hours pay above guarantee for forfeiture of the Day Off.
6. The Company will provide suitable accommodations, as defined in Section 9.B., and transportation to and from the airport during the TDY duty period.
 - i. If no hotel shuttle is available, transportation to/from the airport will be provided at Company's expense.
7. Involuntary TDY Rental Car
 - i. Upon request, Flight Attendants who are on involuntary TDY will be provided with a rental car for the duration of the TDY.
 - ii. Flight Attendants who are on involuntary TDY may elect to receive fifty percent (50%) of the anticipated rental car cost in lieu of being provided a rental car. Requests for this option must be submitted electronically to Crew Travel within ten (10) days of being awarded an involuntary TDY.
8. If operational needs require a TDY Flight Attendant to return early to their assigned Base, the option to return will be offered in seniority order taking into consideration the least detrimental impact to the operation.
 - i. A Flight Attendant holding a line during a TDY assignment that is brought back to their Base early, will be guaranteed the greater of the total scheduled Trips missed while on TDY or actual Trips flown upon return.

- ii. The number of remaining Days Off in TDY location will remain consistent when transferring to home Base. However, Trips or Reserve days may change based on operational needs in the home Base.
 - iii. Receipts for gas and parking must be submitted within thirty (30) days of month end to be reimbursed on the following month's 15th pay period.
9. Each Flight Attendant will be reimbursed for the cost to check two (2) pieces of luggage round trip within the airline's approved size and weight requirements.

10. Flying vs. Driving

Flight Attendants awarded or assigned TDY may elect to drive to the TDY assignment rather than fly. Requests for the driving TDY option must be made in writing, to Manager of Crew Travel or their designee, no later than ten (10) days of the TDY being awarded or assigned. Reimbursement for driving will not exceed the cost of the Company purchased price of the ticket for flying, and will be submitted electronically.

11. A Flight Attendant who is on involuntary TDY will be guaranteed and awarded a minimum of one block of four (4) consecutive Days Off each Bid Period.

E. Trip Trades With Flight Attendants and Open Time

1. Flight Attendants may submit Trip trade requests electronically through the scheduling system, unless otherwise provided for in this Agreement. For those trades that technology currently does not allow for electronic submission (e.g., trading half a Trip, picking up on a move day, etc.), a Flight Attendant may request through the approved method that the trade be processed manually by Crew Services. Such requests shall be responded to in a timely manner, but no more than six (6) hours from submission.
2. Any Trip trade that would reduce a Flight Attendant to below seventy-five (75) hours, or eighty (80) hours for a Reserve Flight Attendant with a reduced Day Off Line (i.e., Bases awarded with less than twelve (12) Days Off), shall reduce their applicable minimum guarantee commensurately. (For example, if a Pure or Mixed Line Flight Attendant is awarded sixty-eight (68) hours and drops a Trip worth five (5) hours, their minimum guarantee will be reduced to seventy (70) hours.)
3. Flight Attendants may trade existing same day Trips with Open Time Trips only if all provisions of this Agreement, FARs and legal rest plus one (1) hour buffer are satisfied.

4. Trip trades may be between Flight Attendants within the same Base and with Flight Attendants in other Bases if all provisions of this Agreement, FARs and legal rest plus one (1) hour buffer are satisfied.
5. Trip trades shall be unlimited. A Flight Attendant may pick up unlimited flying providing all provisions of this Agreement, FARs and legal rest plus one (1) hour buffer are satisfied. The Company shall not add duty changes to a Flight Attendant's schedule that would require them to acknowledge the change in the applicable crew management scheduling system (currently Merlot) during the three (3) hours preceding the opening of a Bid Period's trip trade with Open Time unless the duty is scheduled to begin within the next forty-eight (48) hours.
6. Any time after final bid awards are posted, a Flight Attendant may request to drop a Trip into Open Time. The Company will grant the request if there is an excess of the required Reserve complement. The Company will make available the current Reserve daily minimum staffing levels electronically.
7. Flight Attendants may drop down to forty (40) credit hours through Trip trades or giveaways with other Flight Attendants, Trip trades with Open Time, or Tripdrops when the provisions of paragraph E.6, above, are met.
8. Inflight Management has the sole discretion to approve a Flight Attendant's request to drop below forty (40) hours. A Flight Attendant who drops down to less than forty (40) hours will be responsible for payment of all deductions that cannot be payroll deducted. Such payments may be made electronically.
9. Jet Bridge Trades
 - a. Close in (i.e., Jet Bridge), non-partial trades may be submitted electronically up to three (3) hours prior to the estimated or scheduled departure. For non-partial Jet Bridge trades requested more than forty-five (45) minutes and less than three (3) hours from the estimated or scheduled departure, a Flight Attendant may request a Jet Bridge trade by contacting Crew Services to request a manual Trip trade.
 - b. A Flight Attendant may request a partial trade by contacting Crew Services to request a manual Trip trade up to forty-five (45) minutes prior to the estimated or scheduled departure. For these purposes, a partial trade is one where the entire Trip Pairing(s) are not traded between Flight Attendants.

F. Reschedule/Reroute

1. Rescheduling or Rerouting means a change in the Flight Attendant's flying assignment or Deadhead on the same day(s) of work as originally scheduled

(e.g., rest requirements that create a conflict with a subsequent Trip or duty, operational needs, cancellation, etc.). Rescheduling is any change of flying assignment or Deadhead made two and a half (2.5) or more hours prior to the show time for the Flight Attendant's original Trip. Rerouting is any change of flying assignment or Deadhead made less than two and a half (2.5) hours prior to scheduled show time for the Flight Attendant's original Trip. Rescheduling and Rerouting will take into consideration availability and legality first, and if these are equal, the most junior Flight Attendant will be chosen.

2. A Flight Attendant who is Rescheduled or Rerouted will be paid their actual or scheduled flying, whichever is greater.
3. Reschedule
 - a. A Flight Attendant may be Rescheduled to alternate flights, Deadheads, or other Flight Attendant duties, provided such assignment is scheduled to begin and end within the footprint of the original assignment; except that a Flight Attendant may be assigned alternate flights, Deadheads, or other Flight Attendant duties so long as such assignment does not extend more than two (2) hours total from the beginning, end, or a combination of the two, of the original assignment. A Flight Attendant who is assigned duty outside of their footprint in accordance with this Section shall receive two (2) times their applicable rate for the entire Pairing.
 - b. If no alternate flights, Deadheads, or other duty are available at the time of the change in the Flight Attendant's flying assignment or Deadhead, then the Flight Attendant must remain available for Trip assignment in the footprint of the original Trip, except that a Flight Attendant may be assigned alternate flights, Deadheads, or other Flight Attendant duties so long as such assignment does not extend more than two (2) hours total from the beginning, end, or a combination of the two, of the original assignment. A Flight Attendant who is assigned duty outside of their footprint in accordance with this Section shall receive two (2) times their applicable rate for the entire Pairing. Notwithstanding the above, a Flight Attendant may, if operational needs allow, elect to forfeit pay protection and be released from further duty. Any Reschedule to footprint shall be in accordance with the following:
 - i. A footprint assignment cannot be Reserve or Airport Standby.
 - ii. A footprint may be converted to the regular Reserve period that most closely aligns to their original removed Trip. The Flight Attendant will be paid four (4) hours in addition to the value of the removed Trip or the Trip that is assigned from Reserve, whichever is greater.

- iii. If a multi-day Trip is removed, the Flight Attendant will only be contactable during the footprint of the original Duty Periods. The footprint in this situation is a call out period and a Trip can be assigned as long as the end duty is prior to the original end duty of the multi-day Trip.

4. Reroute

- a. A Flight Attendant may be Rerouted to alternate flights, Deadheads, or other Flight Attendant duties, except that a Flight Attendant may, if operational needs allow, elect to forfeit pay protection and be released from further duty, and will receive credit for actual time flown. Any Reroute shall be in accordance with the following:
 - i. The Reroute is for the same day(s) the Flight Attendant was originally scheduled; and,
 - ii. The Flight Attendant is scheduled to return to their Base on or before the last day of the originally scheduled Trip assignment; except,
 - 1. A Flight Attendant may be Rerouted to alternate flight assignment, Deadhead, or duty if they are the only Flight Attendant qualified and in position, or who can be positioned by the Company, to accomplish the desired operation. In this case, the Flight Attendant shall be paid two times (2) their applicable rate of pay for any such additional duty performed and shall be returned to their Base no later than their first scheduled Day Off.
 - b. For Reroutes, the Flight Attendant shall have their schedule modified with the Reroute, and the Company shall attempt to notify the Flight Attendant of the change in their schedule as soon as practicable.
 - c. If a multi-day Trip is removed, the Flight Attendant will only be contactable during the footprint of the original Duty Periods. The footprint in this situation is a call out period and a Trip can be assigned as long as the end duty is prior to the original end duty of the multi-day Trip.
5. Regular Line and Mixed Line Holders shall receive two hundred fifty percent (250%) of their applicable rate of pay for any additional flight Segments added to their regular duty day. Only additional flight Segments can be added, not Airport Standby or Reserve.
6. If a Rescheduled or Rerouted Trip is traded to another Flight Attendant, the value of the Reschedule or Reroute will remain with the Trip.

7. If a Segment(s) of a Trip is removed, the Flight Attendant will be pay protected for the value of the Trip, and will operate the remaining Segment(s) of the Trip.

G. Airport Check-In

All Flight Attendants must check in for flight assignments by the designated show time in the manner designated by the Company.

H. Late Reports

A Flight Attendant who is going to be late for their required show time must notify Crew Services and their Inflight Base supervisor. If the Flight Attendant has not reported ten (10) minutes beyond the show time, Crew Services may attempt to reassign the open trip. If the Trip is reassigned, the Trip will be removed from the original Flight Attendant's schedule and their minimum guarantee will be reduced by the value of the Trip unless they arrive at the airport in time to operate the Trip with the shortest delay impacting customers. If the Flight Attendant who was secondarily assigned to cover the Trip arrives at the airport and is not used, they will be credited for the first Segment of the assigned Trip and, if on a Reserve day, returned to Reserve status. A Flight Attendant, except on an Airport Standby, who is asked to stand down within thirty (30) minutes prior to the show time shall be credited for the first Segment of the assigned Trip and, if on a Reserve day, returned to Reserve status.

I. Junior Assignment (JA)

1. Junior Assignment is a mandatory Assignment and will begin with the most junior Flight Attendant available in assigned Base and proceed in inverse seniority order until the Trip is covered whether the Flight Attendant is in a contactable period or not. A Junior Assignment can only be a Trip Pairing, not a Reserve or Airport Standby.
2. Flight Attendants may not be Junior Assigned while on awarded vacation or Leave of Absence.
3. Junior Assignments will not be made prior to one (1) calendar day before the assigned scheduled report date/time.
4. Flight Attendants who are forced to drop a Trip (or series of Trips) due to Junior Assignments will be paid and credited with the Trip flown or the original Trip(s), whichever is greater.
5. A Mission Mode must be sent out prior to beginning the Junior Assignment process.

6. Any Flight Attendant who is Junior Assigned below minimum Days Off will receive a Comp day for use in the current Bid Period or following Bid Period. The Comp Day will be administered in accordance with Section 6.L., Working Into A Day Off (Comp Day).
7. All legal Reserve Flight Attendants in Base must be projected to be used before a same day Junior Assignment occurs.
8. A Flight Attendant who is Junior Assigned more than two (2) times in any Bid Period shall receive four (4) times their applicable rate of pay for all subsequent Junior Assignments regardless of the identified Junior Assignment rate (e.g., if the Junior Assignment was identified to pay two hundred fifty percent (250%), the Flight Attendant would receive four hundred percent (400%) of their applicable rate to operate the trip). The Company may bypass a Flight Attendant to avoid Junior Assigning the Flight Attendant more than two times in a Bid Period.
9. A Flight Attendant may deny a Junior Assignment if such assignment would put the Flight Attendant in violation of a FAR or Company policy.

J. Contact

All Flight Attendants are responsible for ensuring that Crew Services is provided with at least one (1) current phone contact number.

K. Scheduling Committee

1. A Scheduling Committee composed of Flight Attendant representatives will have the opportunity to meet with the Company monthly. The Company will consider all recommendations made by the Committee, including, but not limited to, monthly bid solutions.
2. The TWU 577 Scheduling and Payroll Committee will be given read-only access to the crew scheduling system being used, currently Merlot. Except as mutually agreed by the Union and the Company, any new crew bidding system introduced must be compliant with all requirements and provisions of this Agreement. In the event the Company intends to change vendors for crew scheduling system, they shall meet and confer with the TWU Local 577 Scheduling and Payroll Committee regarding all vendor and software options. In the event the Company intends to modify the current crew scheduling software in order to implement a change to Flight Attendant crew functionality, the Union will be provided notice during monthly Scheduling and Payroll Committee meetings.
3. In the event the Company intends to change from the current in-house preferential bidding system (PBS), the Company agrees to meet with the

Union for the purpose of selecting a PBS vendor, identifying the software requirements, and agreeing to an implementation timeline. The parties will mutually agree to the selection of a PBS vendor, the corresponding software requirements, and the implementation timeline. Such agreement will not be unreasonably withheld.

L. Equipment Changes

When an equipment change occurs in Base resulting in a reduction in the number of required Flight Attendants for that Trip Pairing, the most senior Flight Attendant(s) will be first offered to be removed from the Trip in accordance with Section 19.F.

SECTION 20

RESERVE

- A. The Company will determine the Reserve staffing complement.
- B. A Reserve Flight Attendant's available call period will start at the scheduled start time on an assigned Reserve day. Except as provided in Section 20.M. below, Reserve time is continuous for a maximum of twelve (12) hours unless a Trip is assigned.
- C. A Reserve Flight Attendant must be available for contact by Crew Services at all times during their assigned Reserve day and must be able to physically report to their assigned Base airport within two (2) hours of receiving an assignment. A Reserve Flight Attendant who is provided less than three (3) hours' notice prior to report at LAX, FLL, BNA, or as otherwise agreed by the Union and the Company, shall be allowed to utilize short term parking and be reimbursed for such expense. Once a Trip is assigned, it shall be placed on the Flight Attendant's schedule as soon as practicable, normally within thirty (30) minutes.
- D. Flight Attendants must provide a current phone contact to Crew Services and may provide one additional secondary contact number. Flight Attendants will be responsible for updating their phone number in the scheduling system. When making a flight assignment, Crew Services will place a call to a maximum of two (2) numbers and, if necessary, leave a message. If a Flight Attendant cannot be contacted by Crew Services at either number on record, they must return the call or acknowledge the assignment in the scheduling system within twenty (20) minutes of the initial contact from Crew Services and be able to report for the designated show time of the Trip being assigned. Failure to be available for contact, or to report for an assigned flight, may result in disciplinary action.
- E. Reserve Flight Attendants will be guaranteed an annual average of twelve (12) Days Off per Bid Period and a minimum of ten (10) Days Off per Bid Period. Of these, six (6) will be designated immovable "Golden Days" by Crew Services electronically in the scheduling system. The remainder of a Reserve Flight Attendant's Days Off are moveable, and may be changed by Crew Services if necessary to protect the operation. If a Day Off is moved, the Day Off must be replaced within that month or the following month.
 - 1. If a flight delay occurs at least two and one-half (2½) hours prior to show time that will take the Flight Attendant past 00:00 in Base on their Golden Day:
 - a. The Company will first attempt to remove the conflict with the Flight Attendant's Golden Day.

- b. If the Company is unable to remove the conflict, the Flight Attendant will receive a Comp Day which will be administered in accordance with Section 6.L., Working Into A Day Off (Comp Day).

F. Crew Services will make Reserve Trip assignments based on the following order:

1. Availability
2. Legality
3. Fewest amount of conflicts (e.g. awarded Trip the next day)
4. Order of the least amount of hours to the most amount of hours flown, or hours credited towards hours flown as specifically identified in this Section 20 and Section 6, based on a lookback within the Bid Period. In the event hours are equal, Trip assignments will be made in inverse seniority order. On the first day of the Bid Period, the most junior Flight Attendant will be called first. Trips shall be assigned to Reserve Flight Attendants as outlined in Part C, Open Time Distribution of Section 19, Scheduling and Bidding.

For each day, the Reserve call out list will show the following information for each available Reserve:

1. Seniority number
2. Employee number
3. Reserve Shift
4. The time at which the Reserve is available
5. The hours flown or hours credited towards hours flown as specifically identified in this Section 20 and Section 6, excluding sick time, based on a lookback within the Bid Period
6. The prior calendar day activity including the Release time, if applicable
7. Flight Attendants on Footprint
8. The next three (3) calendar days for the Reserve, including the show times

G. A Reserve Flight Attendant may request a Trip from Open Time, on a Reserve day between seventy-two (72) hours prior to the scheduled operation of that Trip and 1000 Pacific Time two (2) days prior to the scheduled operation of that Trip. These requests will be considered on a first-come, first-serve basis prior to assigning Trips from Open Time.

H. Any time after final bid awards are posted a Flight Attendant may drop a Reserve period if there is an excess of the required Reserve complement. The Reserve

period dropped may, at the Company discretion, be made available for pick up by another Flight Attendant in Open Time.

I. Reserves shall be paid above guarantee for any Trips or Reserve Days picked up from Open Time and other Flight Attendants on their originally scheduled Days Off or replacement Days Off.

J. A Flight Attendant on a Regular or Mixed Line who is awarded or picks up a Reserve period from Open Time or from another Flight Attendant will be paid four (4) hours at their applicable rate.

K. Reserve Volunteer Pay

A Flight Attendant who agrees to be assigned a Reserve period by Crew Services on a previously scheduled Day Off, will receive four (4) hours of pay credit or the value of the assigned Trip, whichever is greater. Volunteer pay will be above guarantee. A Flight Attendant who is willing to work may submit their request to Crew Services, or electronically in the scheduling system if such functionality is present.

L. Trip trades are allowed between Reserve Flight Attendants and Regular Line Flight Attendants if all provisions of this Agreement, FARs and legal rest plus one (1) hour buffer are satisfied.

M. If a Reserve Flight Attendant is called to the airport and not sent out on an assigned Trip, they shall be credited for the first Segment of the assigned Trip. If the Reserve Flight Attendant is on their originally scheduled Day Off or replacement Day Off, the pay under this paragraph shall be paid above minimum guarantee. A Reserve can be called to the airport and not sent out on a flight (i.e., stood down) no more than two (2) times during a single day of Reserve. A Reserve who is stood down twice will be released from the Reserve Day.

N. Reserve periods that must be adjusted due to rest requirements will move the start time but not the original end time.

O. A Reserve Flight Attendant will be awarded a minimum of one (1) block of three (3) consecutive Days Off in each Bid Period that the Flight Attendant is available for the full Bid Period. A New Hire Flight Attendant Reserve who is not available for the full Bid Period but is available for at least fifteen (15) days in that Bid Period will be awarded a minimum of one (1) block of two (2) consecutive Days Off in the Bid Period.

P. Reserve Flight Attendants cannot have their Reserve period involuntarily changed without concurrence after 1800 Base Local Time on the day prior to the Reserve period. (e.g., An A.M. Reserve cannot be changed to a P.M. Reserve, or vice versa). If a Reserve Flight Attendant is flying, and the Company has attempted to

contact them prior to 1800 Base Local Time, the Company will make positive contact with the Flight Attendant upon landing.

- Q. The Company shall not assign a Flight Attendant who is on the earliest Reserve Call-Out Period to a scheduled service Trip with a show time after 2100 and a release time after 0300. This provision only applies to day of Reserve assignments.
- R. A Reserve Flight Attendant may request to adjust their schedule by swapping Reserve days with Days Off. The Company will grant the request as long as the minimum Reserve complements are met each day. (e.g., A Flight Attendant has a Reserve period on Monday and a Day Off on Tuesday. If the minimum Reserve complement is met on both days after the trade, the Flight Attendant may request to trade within their own schedule.)
- S. Airport Standby (AS)

The Company may offer Airport Standby call out periods as part of a bid line, in Open Time, or may assign a Reserve Flight Attendant to an Airport Standby call out period at the beginning of their duty day or in a contactable period within the assignment window.

The following shall apply to all Airport Standby assignments:

1. Flight Attendants assigned Airport Standby are expected to be physically present, in uniform, and available at the airport during their Airport Standby period and may only be assigned to any regular Flight Attendant duties. While on Airport Standby duties, the Flight Attendant's primary contact is the phone number listed in the scheduling system and the secondary contact, if available, is the crew room phone. If a Flight Attendant on Airport Standby cannot be contacted by Crew Services at their primary contact number on record, they must return the call or acknowledge the assignment in the scheduling system within ten (10) minutes of the initial contact from Crew Services. Failure to be available for contact, or to report for any assigned Flight Attendant duties, may result in disciplinary action.
2. An Airport Standby call out period is a maximum of five (5) hours.
3. A Flight Attendant who picks up Airport Standby from Open Time or from another Flight Attendant will receive three and one-half (3.5) hours at their applicable rate, plus the value of a Trip if assigned.
4. A Reserve Flight Attendant assigned to Airport Standby will be credited four (4) hours toward their minimum guarantee in addition to any actual hours flown if given an assignment. These hours will be credited to hours flown for the sole purpose of calculating Reserve call out order in accordance with Section 20.F.4.

5. An Airport Standby Flight Attendant's duty day begins when the Flight Attendant reports to the airport. An Airport Standby Flight Attendant may be given a flight assignment that has a show time prior to the end of their Airport Standby assignment. If an Airport Standby Flight Attendant is assigned a Trip, it must be scheduled to end within fourteen (14) hours of the original report time to the airport.
6. Airport Standby assignments will be made in the same manner as regular Reserve assignments.
7. When multiple Flight Attendants are assigned Airport Standby duty at a single airport, Crew Services will utilize the Airport Standby Flight Attendant who reported for duty the earliest to cover an open assignment ("first in, first out"). Note: Crew Services may deviate from the "first in, first out" assignment process in order to cover for operational needs such as passport requirements, qualifications, and rest and duty limitations.
8. If a Trip is cancelled after being assigned to a Flight Attendant from Airport Standby, the Flight Attendant will be placed back on their original Airport Standby period. The Flight Attendant will be pay protected for the cancelled Trip or any subsequently assigned Trip, whichever is greater.
9. If an Airport Standby Flight Attendant is required to Deadhead to another Base, the Company will provide the Flight Attendant with transportation to the Base and, if applicable, a Hotel, in accordance with Sections 9.B and 9.C.
10. At the end of an Airport Standby period, if not used, the Flight Attendant will be released.
11. A Reserve Flight Attendant shall not be called out for an Airport Standby period more than five (5) times per Bid Period. However, a Flight Attendant can volunteer for additional Airport Standby assignments beyond five (5) times per Bid Period.
12. A Flight Attendant assigned Airport Standby will be paid per diem from show time until Release.

SECTION 21

PROBATION PERIOD

- A. During the first six (6) months of employment, excluding Initial Training and extended by any periods of furlough, suspension or Leave(s) of Absence, each Flight Attendant shall be on probation.
- B. During probation, the Company shall have the right to discharge, discipline, or furlough any employee without cause and without a hearing. Probationary Flight Attendants are not permitted to challenge matters involving discipline, discharge or furlough through the grievance process, but are entitled to Union representation and the grievance and arbitration provisions in this Agreement in connection with matters involving wages, hours, and conditions of service.

SECTION 22

PART TIME FLIGHT ATTENDANTS

A. Eligibility

A Flight Attendant may be initially hired as a part-time Flight Attendant, or may transfer to part time status after a minimum of twelve (12) months full time active service provided there are part time openings within a Base.

B. Transfer of Status

1. The Company will determine the number of part-time vacancies. The filling of part-time vacancies will be handled in accordance with Section 17 (Filling of Vacancies).
2. A transfer to part time status cannot be denied if all eligibility requirements are met and vacancies are available within a Base.
3. Once a transfer of status has been approved, it cannot be rescinded, and a Flight Attendant may not change their status for a minimum of six (6) months. After such time, a Flight Attendant may return to full time status provided there are openings in the applicable Base. Thereafter, the Flight Attendant will not be eligible to return to part time status for a minimum of six (6) months.
4. All requests for transfer to full time status will be awarded in Departmental Seniority order after requests for full time Base transfers have been awarded. A Flight Attendant may not return to full time status if they are ineligible to do so under the Company attendance policy.

C. Scheduling

1. A Flight Attendant on part time status is required to be available for reserve during the “peak” periods as outlined below:

| Month | Period | Reserve Days |
|-------|--------------------|--------------|
| March | March 1 – March 31 | 8 |
| June | June 1 – June 30 | 8 |
| July | July 1 – July 31 | 8 |

| | | |
|------------------|---------------------------|---|
| November | November 16 – November 30 | 4 |
| December/January | December 16 – January 4 | 4 |

2. A part time Flight Attendant schedule will be built after all full time Flight Attendant schedules have been built. The Company will build schedules based on operational coverage. To the extent the Company can honor preferences, it will attempt to in seniority order within the applicable Base.
3. For peak months, part time Flight Attendant schedules will be built with a minimum of two (2) but no more than four (4) consecutive Reserve periods per week in accordance with the chart above. A part time Flight Attendant may submit preferences for the following: type of Reserve period (e.g. AM/PM); weekdays or weekends preference; two (2) to four (4) consecutive Reserve days.
4. For peak months, part time Flight Attendant schedules will be built with reserve periods only. In non-peak months, part time Flight Attendant Schedules will be built with Days Off only. All part time Flight Attendant schedules will be published at the same time as full time Flight Attendant schedules.
5. When assigning open Trips, Crew Services will assign part time Flight Attendants in accordance with Section 20.F.
6. A part time Flight Attendant may Trip trade or pick up Trips/Reserve periods from full time Flight Attendants. Part time Flight Attendants may also pick up Trips/Reserve periods from Company Open Time. All transactions will be processed automatically through the Company scheduling system.
7. Part time Flight Attendants may not be Junior Assigned or Temporary Duty Assigned to another Base on non-scheduled duty days without their consent.
8. Flight Attendants on part-time status may not work more than forty (40) hours within a calendar month, except in the months included in the chart above (i.e., part time Flight Attendants can exceed 40 hours during the peak months).

D. Pay

A part time Flight Attendant will be paid four (4) hours for each day on reserve. Block pay will be based on the applicable rate for their years of service, according to whether it is a revenue or non-revenue flight. If a part time Flight Attendant is assigned a Trip and thereafter removed prior to reporting for duty, they will return to Reserve status, and be paid four (4) hours. If an assigned Trip is cancelled after report, the part time Flight Attendant will be pay protected for the original value of

the Trip and placed back on Reserve for the remaining time in the previously scheduled call out period. Recurrent training will be paid in accordance with Section 6, Compensation. Part time Flight Attendants who request that Crew Services place a willing to work (WW) designator on their scheduled Days Off are not required to be available by phone for assignment, nor will they be paid for WW days if they are not assigned a Trip.

E. Current Status

A part time Flight Attendant must fly at least one Trip within a six (6) month period to remain on current status. It is the Flight Attendant's responsibility to inform Crew Services at least fourteen (14) days before their currency will lapse. If not assigned a Trip within this time frame, a check ride with an ATS or training instructor will be required to regain current status. A part time Flight Attendant whose currency has lapsed will be required to contact Inflight Management to schedule an unpaid check ride prior to their next scheduled Reserve day. Should any scheduled Reserve days be missed due to expiration of current status, such days will be unpaid. In addition, a part time Flight Attendant must keep their FAM, memos, on line training and personal contact information up to date and in compliance with FAA and Company requirements. Furthermore, the part time Flight Attendant must also ensure Company and airport SIDA badges are kept current and notify management when renewals are necessary prior to expiration or the Flight Attendant may be responsible for additional costs.

F. Seniority

Upon transferring to part time status, a Flight Attendant's Departmental Seniority will thereafter begin accruing at a rate of fifty percent (50%) of a Flight Attendant on full time status.

G. Uniforms

Part time Flight Attendants will receive a one hundred twenty-five dollar (\$125) uniform allowance in accordance with the terms of Section 24, Uniforms.

H. Benefits

1. Unless otherwise explicitly stated in this Agreement or required by law, Part-Time Flight Attendants are not entitled to any benefits (e.g. comprehensive healthcare, Sick Leave, and Vacation, etc.).
2. Part time Flight Attendants will keep their pass travel benefits as long as they are on current active status.

SECTION 23

SENIORITY

- A. Seniority as a Flight Attendant shall be based upon length of service as a Flight Attendant with the Company, and shall begin to accrue from the day the Flight Attendant completes Initial Training. Seniority shall be used for bidding and awarding of monthly bid lines, reduction in force and recall, early out or similar programs, assignment of flying, Base transfers, Company Convenience Leaves, Voluntary Short-Term Leaves, any early out or similar program, and Vacation bidding.
- B. If more than one Flight Attendant has the same seniority date, then seniority will be determined by the last four digits of the social security number, with the lower last four digits being the more senior. However, when a transferring Allegiant employee and any new hire Flight Attendants are in the same new hire class, the transferring employee will be senior to the new hires. If two or more transferring employees are in the same Flight Attendant new hire class, their relative placement on the Flight Attendant seniority list will be determined based on their Company date of hire.
- C. A system seniority list will be updated monthly and posted on the Company's intranet with a copy to the Union.
- D. A Flight Attendant may protest any omission or incorrect posting affecting seniority within thirty (30) days after posting of the seniority list, except that a Flight Attendant on a Leave of Absence on the date of posting shall have thirty (30) days after their return to duty in which to file such a request.
- E. Once per month, the Company shall provide the Union, if applicable, with a sortable electronic list of Flight Attendant new hires and separations for the prior month. Such report shall include employee number, Inflight Date of Hire, separation date, and location code reflecting the Base. The Company shall also provide the Union, if applicable, with a monthly report of all Flight Attendant transfers, including transfers to or from management or other Company positions.
- F. Loss of Seniority
Seniority shall be lost under the following circumstances:
 - 1. Resignation,
 - 2. Discharge,

3. Retirement,
4. Transfer to a position outside Inflight.

G. Transfer to Non-Flying or Supervisory Responsibilities

1. A Flight Attendant promoted to a position that is responsible for the administrative support or direct supervision of Flight Attendants (e.g., Base supervisor, training supervisor, CSA, etc.) who has accrued at least one (1) year of Departmental Seniority as a line Flight Attendant will retain and continue to accrue seniority for up to twenty-four (24) months, at which point their seniority will be frozen, and will make every attempt to fly at least one Trip every six (6) months. A Flight Attendant promoted to other Inflight management positions below the director level will immediately have their seniority frozen. A Flight Attendant promoted to an Inflight director level position and above will immediately lose their Departmental Seniority.
2. A Flight Attendant returning to a line position from a non-flying or supervisory position shall be permitted to bid for any available vacancies.
3. Any Flight Attendant who moves from the line into a supervisory position shall normally have been an Allegiant Flight Attendant for a minimum of one (1) year.
4. If a member of Allegiant Management who is qualified to fly as a Flight Attendant elects to fly an open Trip, the Trip shall be requested from the Open Time Trips during the assignment window. If a member of Allegiant Management who is qualified to fly as a Flight Attendant elects to displace a Flight Attendant, the most senior Flight Attendant on the Trip will be removed and pay protected.

SECTION 24

UNIFORMS

- A. Standard uniforms as prescribed by the Company in the Inflight Uniform Style Guide shall be worn by the Flight Attendant at all times while on duty.
- B. The Company will bear the cost of three (3) initial complete sets of the required uniform, including alterations, one (1) coat, and required accessories, including two (2) sets of wings. A Flight Attendant will maintain their uniform in a neat and clean condition at all times. Any Flight Attendant who did not receive a coat during New Hire Training will be provided with one (1) coat within six (6) months of ratification of this Agreement, based on manufacturer availability.
- C. At any time the Company elects to completely change to a new uniform, the Company, at its expense, shall provide Flight Attendants with new replacement required uniform pieces, including alterations, and any required accessories, including wings.
- D. Each Flight Attendant will receive an additional two hundred and fifty dollars (\$250) clothing allowance annually. Such clothing allowance may be used for uniform pieces and any required accessories, including wings. In the event of a new uniform roll-out that occurs during the life of this Agreement that materially increases the cost of the uniform, the Company and the Union shall meet and agree on any changes to this clothing allowance. Any purchases made in excess of allotment shall be paid by the Flight Attendant directly to the vendor. Part Time Flight Attendants will receive one hundred twenty-five dollars (\$125) annually on the same schedule. Uniform allowance will be available on January 1st of each calendar year, and shall be forfeited if not used within that calendar year.
- E. The Company and the Union shall work collaboratively on any changes to style, color or material of the uniform, and/or the Inflight Uniform Style Guide. In addition, the Company will consider the recommendations of the Union in regard to materials available, including applicable FAA or NTSB flammability standards. The Company will collaborate with the Union on any new uniform roll-out, including, but not limited to, timelines and wear testing.
- F. The Company will reimburse a Flight Attendant for the cost of two (2) maternity uniforms, including a dress option, based on manufacturer availability, contingent upon approval of the expense prior to purchase, and submission of appropriate receipts through the Company-designated system. In the event a maternity dress

option is not available, the Flight Attendant may wear a dress that is similar to the current uniform, upon review and approval by the Company.

- G. In the event that a Flight Attendant's luggage is stolen from the aircraft while on duty through no negligence of the Flight Attendant, the Company will, upon submission of any required report and approved receipts through the designated Company systems, reimburse the Flight Attendant for the cost of the luggage, personal items up to three hundred dollars (\$300), expedited passport replacement, and will replace all required items that were contained in the luggage at no cost to the Flight Attendant.
- H. Flight Attendants shall be paid twenty dollars (\$20.00) per month uniform maintenance allowance.
- I. The Company shall issue and pay for one (1) return label for the exchange of uniforms per Flight Attendant per year, upon request, and for all returns or exchanges that are through no fault of the Flight Attendant (i.e. damage, error, etc.).
- J. If a Flight Attendant is medically proven to be allergic to the specific materials (i.e., material specifically identified by a medical specialist, with possible contributing factors medically excluded, such as detergent or environmental factors) used in the required uniform, the Company will attempt to identify and provide uniforms constructed of an alternate material that will not cause an allergic reaction. Until such time when an alternate uniform is provided, the Flight Attendant will wear a style similar to the current training uniform, upon review and approval by the Company.
- K. The Company will meet with the TWU 577 Uniform Committee no less than once per quarter, if requested.

SECTION 25

DISCIPLINE, DISCHARGE, AND GRIEVANCE PROCEDURES

The Union is the sole representative of all Flight Attendants in all grievance matters unless waived by the Union. A grievance is a dispute between the Union and the Company under the terms of this Agreement. All grievances must be filed in writing by a Flight Attendant through a Union Representative with the Manager of Labor Relations or their designee. All grievances must state the specific action being challenged, and provide a summary of the basis for the challenge, as well as a reference to all provisions of this Agreement that are alleged to have been violated. It is the intent of the parties to resolve Grievances or potential Grievances informally and at the lowest level possible.

A. Discipline and Discharge

1. A Flight Attendant shall not be disciplined or discharged without just cause except as provided in Section 21, Probation.
2. Investigatory Meetings:
 - i. The Company shall not issue discipline to a non-probationary Flight Attendant without conducting an investigation.
 - ii. If a Flight Attendant, including a probationary Flight Attendant, is required to attend a meeting with the Company held for the purpose of investigation of a matter that could result in their discipline or discharge, the Company shall send the Flight Attendant and the Union a notice of the investigatory meeting in writing within fourteen (14) days from the date the Company could reasonably have had knowledge of the incident giving rise to the investigation. The notice shall include the nature of such meeting, the date and location of the alleged incident, and the rule, policy, and/or regulation allegedly violated.
 - iii. In the notice of the investigatory meeting, the Company shall inform the Flight Attendant, including a probationary Flight Attendant, that they have the right to have a Union representative or another Flight Attendant of their choosing present; provided, the attendance of the Union representative or other Flight Attendant, as may be applicable, does not unduly delay the conduct of the meeting. A request to delay an Investigatory Meeting for the purpose of obtaining representation and/or for scheduling purposes shall not be unreasonably denied by

the Company. It is the responsibility of the Flight Attendant who is the subject of the investigation to arrange for Union representation or the presence of another Flight Attendant.

- iv. If a Flight Attendant is required to attend a meeting with the Company as a witness to an investigation, the Company will normally hold the meeting on a day on which the Flight Attendant is already on duty.
 - v. An investigatory meeting shall be scheduled within three (3) to seven (7) days of the Flight Attendant's receipt of the notice of the investigatory meeting, unless an extension is mutually agreed to by the Union and the Company.
 - vi. During an investigatory meeting, the Company will allow the Union to speak privately with the individual Flight Attendant, including a probationary Flight Attendant, during the meeting, provided that any necessary investigation is not unreasonably delayed.
 - vii. If the Company pulls a Flight Attendant from a Reserve Day (Mixed Lines or in accordance with Section 20.1) or a Trip to attend a mandatory meeting, the Flight Attendant will be pay protected for lost time. If a Flight Attendant is required to attend an investigatory meeting on a scheduled Day Off, they shall be paid in accordance with Section 6, Compensation.
 - viii. The Company shall be responsible for payment of per diem and associated travel costs, to include transportation and lodging, if any, as provided in Section 9, Expenses, for a Flight Attendant who is required to attend in person an investigatory meeting out of Base under this Section 25.
 - ix. Nothing contained herein prevents the Flight Attendant under investigation, the Union, and the Company from reaching agreement upon the appropriate level of discipline, if any, during the Investigatory meeting, at its conclusion or prior to the Company rendering a decision.
3. If an allegation is brought forth to the Company by a Flight Attendant where, in its opinion, the TWU 577 Professional Standards Committee would be beneficial, the Company will encourage the Flight Attendant to forward their concerns to that Committee. In addition, prior to or during its investigation,

the Company may, at its discretion, refer the matter directly to the TWU 577 Professional Standards Committee for resolution. The Union's Professional Standards Committee shall have no more than thirty (30) days to complete its attempts to resolve the matter. If the Company is informed that the matter was successfully resolved by the TWU 577 Professional Standards Committee, no investigatory meeting shall take place. If the Company is informed that the TWU 577 Professional Standards Committee was unable to resolve the matter, the Company shall have the right to proceed with its investigation. All timeframes related to the issuance and investigation of discipline shall be held in abeyance until the Company has been notified that no resolution was reached by the TWU 577 Professional Standards Committee.

4. Decision of the Company

- i. If the Company alleges just cause to discharge or otherwise discipline a non-probationary Flight Attendant, the Company's written decision shall specify the rule, policy, and/or regulation allegedly violated, a description of the non-probationary Flight Attendant's alleged violation, including date and location of the incident, the level of discipline imposed by the Company, and the effective date thereof. If the Company concludes no disciplinary action is appropriate, the Company's written decision shall state that the matter was closed with no disciplinary action taken against the Flight Attendant.
- ii. The Company shall notify the non-probationary Flight Attendant and the Union of its decision in writing within twenty-one (21) calendar days from the date of the initial investigatory meeting, unless an extension is mutually agreed to by the Union and the Company. Notice of disciplinary action involving suspension or termination will be delivered in person, with receipt acknowledged, or sent by confirmed delivery, including but not limited to email with read receipt. If notice is sent with confirmed delivery, such notice will be deemed to be accomplished on the date sent to the last address furnished by the Flight Attendant. Flight Attendants are responsible for keeping the Company advised of a current address. Records of Discussion and Coaching Sessions do not constitute actions of discipline.
- iii. The Company shall maintain active Records of Discussion, Coaching Sessions, and/or discipline in a Flight Attendant's personnel file, and will base any escalation of progressive discipline in matters where the use of progressive discipline is appropriate only on such records contained in that file. To the extent permitted by law, the Company shall remove and/or delete:

1. Records of Discussion, Coaching Sessions, and/or Performance Final Warnings issued to a Flight Attendant from the Flight Attendant's personnel file after eighteen (18) months of Active Service from the date of issuance if no further discipline has been imposed during that period;
2. Performance Level 2 discipline issued to a Flight Attendant from the Flight Attendant's personnel file after twelve (12) months of Active Service from the date of issuance if no further discipline has been imposed during that period; and
3. Performance Level 1 discipline issued to a Flight Attendant from the Flight Attendant's personnel file after nine (9) months of Active Service from the date of issuance if no further discipline has been imposed during that period.
4. A Flight Attendant may request the Company review their performance and progress following the issuance of formal discipline. The Flight Attendant's record may be cleared earlier, when, in the judgment of the Company, their performance warrants such action.

5. Discipline and Discharge Grievances

- i. A Flight Attendant may only file a grievance through a Union Representative on disciplinary actions, including discharge, within twenty-one (21) days from receipt of notification. Such grievances shall be addressed to the Manager of Labor Relations, or their designee. It is the intent of the parties to resolve Grievances or potential Grievances informally and at the lowest level possible.
- ii. The Manager of Labor Relations, or their designee, shall hold a hearing within twenty-one (21) days of the receipt of the grievance. A written decision shall be rendered within twenty-one (21) days of the hearing. If the Company does not hold a hearing within twenty-one (21) days, or does not render a decision within twenty-one (21) days of the hearing, the grievance will automatically advance to the next step in the grievance process without a decision.
- iii. If the decision of the Manager of Labor Relations or their designee is not satisfactory to the Union and Flight Attendant whose grievance is being considered, an appeal in writing may

be filed with the Vice President of Labor Relations or their designee within fourteen (14) days of the date of notification of the Labor Relations Manager's decision. The Vice President of Labor Relations or their designee will render a decision within fourteen (14) days of receipt of the appeal, or of the automatic advancement described in Section 25.A.5.ii, above. If the grievance is not resolved at this step, the matter may be appealed to the Flight Attendant Board of Adjustment, as provided for in Section 26 of this Agreement, provided that the appeal is submitted within fourteen (14) days of the decision being rendered. If the Company does not render a decision within the fourteen (14) day timeframe in this paragraph, the grievance will automatically advance to the Flight Attendant Board of Adjustment, as provided for in Section 26 of this Agreement.

B. Contractual Disputes Not Involving Disciplinary Action

1. It is the intent of the parties to resolve Grievances or potential Grievances informally and at the lowest level possible. Any resolution of a dispute at the local level and without Labor Relations' express written approval shall be non-referable and shall not set a precedent of any kind.
2. Prior to filing a Grievance over a dispute regarding an interpretation of the Agreement, the Union Representative should discuss (e.g., phone conversation, personal meeting, e-mail exchange) and attempt to informally resolve such dispute with Labor Relations, or their designee.
3. Should a dispute arise between the Company and a Flight Attendant, or a group of Flight Attendants, as to the meaning of any of the terms of this Agreement or the Company's application of any of the terms of this Agreement, such Flight Attendant or group of Flight Attendants may present a grievance through their Union representative within twenty-one (21) days of the date of either the alleged infraction, or the date the grievant(s) should have been aware of the alleged infraction, whichever is later, to the Manager of Labor Relations. A grievance hearing will be held and a written decision rendered within twenty-one (21) days. If the Company does not hold a hearing within twenty-one (21) days, or does not render a decision within twenty-one (21) days of the hearing, the grievance will automatically advance to the next step in the grievance process without a decision.

4. Following a hearing, if the decision of the Manager of Labor Relations or their designee is not satisfactory to the Union and Flight Attendant whose grievance is being considered, an appeal in writing may be filed with the Vice President of Labor Relations or their designee within fourteen (14) days of the date of notification of the Manager of Labor Relation's decision. The Vice President or their designee will render a decision within fourteen (14) days of receipt of the appeal. If the grievance is not resolved at this step, the matter may be appealed to the Flight Attendant Board of Adjustment, as provided for in Section 26 of this Agreement, provided that the appeal is submitted within fourteen (14) days of the decision being rendered. If the Company does not render a decision within the fourteen (14) day timeframe in this paragraph, the grievance will automatically advance to the Flight Attendant Board of Adjustment, as provided for in Section 26 of this Agreement.

C. General

1. Unless stated otherwise, all time limits pertaining to both parties set forth in this Section shall refer to calendar days.
2. Nothing in this Section will prevent the Company from holding a Flight Attendant out of service with pay pending an investigation, however, no Flight Attendant shall be prevented from bidding as a result of withholding. A Flight Attendant withheld pursuant to this paragraph shall be paid for any Trips missed during the period of withholding, provided those Trips were on their line as of the date of the withholding, or awarded as a result of a bid occurring during the withholding period. A Reserve Flight Attendant withheld pursuant to this paragraph shall be paid for actual hours flown or the minimum guarantee, whichever is greater.
3. Except as specifically provided, all written notifications shall be made via electronic means, confirmation receipt required; U.S. Mail, Certified, return receipt requested; and/or UPS or FedEx, signature required.
4. The time limits prescribed herein may be modified only by agreement in writing between the parties. A request by either party to extend a timeline will not be unreasonably denied.
5. All Flight Attendants, including those in their probationary period, shall have access to the grievance procedure, except that a probationary employee may not grieve or appeal a disciplinary action, discharge, or furlough.

6. There will be no undisclosed audio or video recording conducted during any meeting or hearing under this Section.
7. A Union Representative may, at the option of the Flight Attendant, be present at all Flight Attendant, including a probationary Flight Attendant, meetings that involve the issuance of discipline or discharge. The Union Representative shall have the right to be present in person, by video conference, or by telephone at all steps and hearings of the grievance and System Board of Adjustment processes.
8. Disciplinary decisions shall be based only on performance or conduct occurring within no more than the eighteen (18) month period of active status preceding the incident in question, as provided for in Section 25.A.4.iii, unless a Last Chance Agreement (LCA) is active. This does not preclude the use of older information at a System Board of Adjustment or Arbitration proceeding, solely for the purpose of impeachment of direct testimony to the contrary.
9. For purposes of this Section, a Flight Attendant on a Leave of Absence fourteen (14) days or less will be considered to be on active status.
10. The Company and the Union agree to meet on a quarterly basis, or more often if necessary, to discuss issues relating to grievances. At any point in the grievance process, the Company and the Union may mutually agree to settle any grievance.
11. A Flight Attendant shall have the right to request to be furnished a copy of their personnel file, which shall be provided as soon as possible, and no later than ten (10) business days from the date of the request. A Flight Attendant shall be allowed to place in their personnel file their own statement regarding any incident or report.
12. The Union shall be provided with a copy of available audio/video recordings upon request as soon as possible, and no later than ten (10) business days from the date of the request, for the purpose of the investigation or processing of a grievance(s) or issue(s).

SECTION 26

SYSTEM BOARD

- A. In compliance with Section 204, Title 11, of the Railway Labor Act, as amended, a System Board of Adjustment is established for the purpose of adjusting disputes or grievances that arise under the terms of this Agreement, and are properly submitted to it. Such Board shall be known as the Allegiant Air Flight Attendant Board of Adjustment (the "Board").
- B. The Board will be comprised of three (3) members, one (1) Allegiant Flight Attendant selected by the Union, one (1) Allegiant management official selected by the Company and a third neutral party. The three (3) member Board shall hear all disputes properly presented to it in accordance with this Section.
- C. When a Board is required to hear a dispute, the parties will attempt to promptly agree on a neutral member to sit on the Board. If the parties are unable to agree on a neutral within fourteen (14) calendar days, either party may promptly request the National Mediation Board to provide a list of seven (7) neutrals. The parties will select one (1) neutral to serve as the third neutral member of the Board from the list submitted by the National Mediation Board within fourteen (14) calendar days by alternately striking names from the list until one (1) name remains. The arbitrator remaining on the list will be designated as the neutral member. The party to strike first will be alternated each time a neutral is selected. The neutral member of the Board will preside at the hearings of the Board and be designated Chairperson. The Board will convene at the earliest opportunity after the appointment of the neutral member.
- D. The Board will have jurisdiction over grievances filed pursuant to the terms of this Agreement. The Board will not have any power to alter or amend the provisions of this Agreement.
- E. The Board will meet in the city where the general offices of Allegiant Air are maintained, unless another location is agreed to by the Union and the Company.
- F. A majority vote of the members of the Board shall constitute a final decision. The Board will render its decision in writing as promptly as possible. Decisions of the Board in all cases properly before it shall be final and binding upon the parties.

- G. The expenses and reasonable compensation of the neutral member and the cost of stenographic services necessary to transcribe Board proceedings will be borne equally by the parties. Each of the parties will assume the compensation, travel expenses and other expenses of the Board Members selected by it and the witnesses called by it.

- H. All submissions of disputes referred to the Board will be addressed to the Board with one (1) copy to the Company and one (1) copy to the Union. One (1) copy shall be submitted to the neutral third member. Each such submission shall show:
 - 1. The question or questions at issue;
 - 2. A brief statement of the facts of the case;
 - 3. Joint exhibits/stipulations;
 - 4. The respective parties' positions.

When possible, joint submission should be made, but if the parties are unable to agree upon a joint submission, either party may submit the dispute and its position to the Board.

- I. Each Board member will be free to discharge their duty in an independent manner without fear of retaliation. Each witness summoned by the Board or called by either party will be free from retaliation or adverse action by either the Union or the Company because of their giving testimony in good faith.

- J. The Union may request to schedule a meeting with the Company at least once per quarter to review grievances pending at the Board level in an effort to find mutual resolution and to avoid utilizing the System Board of Adjustment. The Company and the Union shall meet at a mutually agreeable date and time and be represented at these meetings by individuals with full authority to remedy Board pending disputes on behalf of the grievant(s) and the Company. All discussions during these meetings, including but not limited to offers of settlement, shall be without prejudice to either party and shall not be introduced or admitted in any System Board of Adjustment hearing or One Member Board hearing.

- K. The Union and the Company will make good faith efforts to schedule System Board of Adjustment hearings within ninety (90) days from the date the parties mutually agree on a neutral third party, so long as such neutral third party has offered dates within ninety (90) days. The parties agree to jointly remind the

neutral third party of their desire to receive a rendered decision within sixty (60) days from the date the post-hearing briefs have been filed.

- L. An expedited System Board of Adjustment may be held by mutual consent of the Union and the Company. The parties will make good faith efforts to accept the first available date(s) offered by the agreed to neutral third party arbitrator when conducting an expedited System Board of Adjustment. The parties agree to jointly remind the neutral third party that this is being conducted as an expedited System Board of Adjustment and request an expeditious decision following the filing of post-hearing briefs.

- M. The parties may also mutually agree to refer cases previously submitted to the Board to be heard by a One Member Board consisting of a Neutral Arbitrator appointed pursuant to Section 26.C. One Member Board hearings shall be scheduled by mutual agreement and may hear multiple cases.
 - 1. One Member Board hearings shall have time limits established by mutual agreement, and shall be conducted as follows:
 - a. Each party shall be afforded approximately two (2) hours for presenting its case-in-chief, including the opening statement.
 - b. The parties may present both direct and rebuttal evidence orally and in writing.
 - c. At the conclusion of the evidentiary portion of the hearing, each party shall have the opportunity to present a brief oral closing argument.
 - d. At the conclusion of closing arguments and a short recess, the Arbitrator shall issue a bench decision, briefly announcing the reasons for the decision, and render a one-page signed Award limited to indicating whether the grievance has been denied or sustained, in whole or in part, and setting out the appropriate remedy, if any. Unless the parties agree otherwise prior to the submission of the grievance to the Arbitrator, such Award shall be non-precedential and non-referable, but final and binding between the parties.
 - e. No transcript shall be made of the One Member Board proceeding.

SECTION 27

REDUCTION IN FORCE

- A. When the Company determines that a reduction in force is necessary, the Flight Attendant with the least Flight Attendant seniority shall be furloughed. Before any Flight Attendant is furloughed, the Company may, at its discretion, offer Company Convenience Leaves, Voluntary Short Term Leaves, Leaves of Absence, and/or Job Sharing. All reduction in force orders shall be in writing to the affected Flight Attendant.
- B. A Flight Attendant who has completed the probationary period prior to being furloughed, through no fault or action of their own, shall receive two (2) weeks notice or two (2) weeks of pay in lieu of notice, but they shall receive no pay if one or more of the following conditions exist:
 - 1. They accept any other employment with the Company.
 - 2. The furlough is caused by a force majeure, act of God, a war emergency, revocation of the Company's Operating Certificate or Certificates, or grounding of a substantial number of the Company aircraft.
 - 3. The furlough is caused by a strike or picketing of the Company's premises or any work stoppage or other action (including a rolling or intermittent strike) which would interrupt or interfere with any operations of the Company.
- C. A Flight Attendant who has been furloughed due to a reduction in force shall file their address through the designated Company system at the time of furlough and they shall thereafter promptly advise the Company in writing of any change in address.
- D. The order of recall shall be by Flight Attendant seniority. Flight Attendants will remain on the recall list for a period not to exceed five (5) years.
- E. Notice of recall shall be sent by Certified Mail Return Receipt Requested and delivered by phone call to the last address and phone number on file with the Company. A Flight Attendant shall forfeit their seniority with the Company if they do not signify their intention to accept reemployment within fourteen (14) days after the posted date of the notice or if they do not return to the service of the Company on the date specified in the notice offering reemployment, provided the return to work date is at least thirty (30) days from the posted date of the notice unless otherwise agreed to by the Flight Attendant.
- F. Accrued vacation will be paid out at the time of furlough. Sick leave bank will be retained, but not paid out at the time of furlough.
- G. The Company shall notify the local Union prior to announcing or utilizing a reduction in force or recall of Flight Attendants except in emergency circumstances as outlined

in B.2. above. Prior to issuing a reduction on force notice to any Flight Attendant, the Company shall provide the Union with the prospective furlough list.

- H. A Flight Attendant on furlough shall retain and accrue seniority for the duration of the furlough. A Flight Attendant on furlough shall maintain Longevity for purposes of pay, Vacation or other benefits that change with length of service for the duration of the furlough, and shall continue to accrue such Longevity for up to ninety (90) days from the effective date of the furlough. A Flight Attendant who resigns from the Company while on or in lieu of furlough loses all seniority immediately upon separation.
- I. A Flight Attendant who is placed on furlough will be provided with free air transportation back to the Allegiant station of their choice.
- J. In the event of a recall, if a Flight Attendant is a full time student at an accredited college or university, such Flight Attendant may at their option be bypassed for recall to finish the semester/quarter without forfeiting their rights to recall. The right to bypass shall extend only to the semester in which the Flight Attendant is enrolled at the time of initial recall and may be utilized only if the bypass would not necessitate additional hiring. At the completion of the semester, the Flight Attendant may return to duty at any Base where a vacancy exists.
- K. A Flight Attendant who is furloughed will be eligible to continue to be covered by their currently elected Company group insurance plan, including currently elected dependent coverage, for two (2) full months following the effective date of their furlough so long as they continue timely co-payments of their employee portion.
- L. Prior to involuntary furloughs, the Company will request voluntary furloughs from Flight Attendants, and will approve such voluntary furlough requests in seniority order.
- M. A non-probationary Flight Attendant who is furloughed shall continue to retain employee pass travel benefits for a period of ninety (90) days following the effective date of their furlough.

SECTION 28

NON-DISCRIMINATION

In accordance with established Company and Union policy and applicable law, there will be no discrimination by the Company or the Union against any Flight Attendant because of age, race, sex, color, creed, religion, Union activity, national origin, sexual orientation, handicap or disability, military or veteran status, gender identity, marital status, ethnicity, genetic information, pregnancy, or any other protected category under applicable law.

No employee covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company or the Union because of membership or lack of membership in the Union. All employees shall be free to engage in lawful Union activities or to refrain from such activities.

SECTION 29
UNION SECURITY

A. Requirement for Membership

1. Currently employed Flight Attendants shall, within sixty (60) days of ratification of this Agreement, become a member in good standing of the Union as a condition of employment or pay a service charge pursuant to Section 29.B., below. Each Flight Attendant hired after the Effective Date of this Agreement shall, within sixty (60) days of their Inflight Date of Hire, become a member in good standing of the Union as a condition of employment or pay a service charge pursuant to Section 29.B., below. All Flight Attendants who are members in good standing of the Union on the Effective Date of this Agreement or who become members in good standing shall remain members in good standing, or pay the required service charge under Section 29.B., below, as a condition of continued employment; provided, that Flight Attendants to whom membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to Flight Attendants to whom membership was denied or terminated for any reason other than the failure of the Flight Attendant to tender the monthly dues and/or initiation fees, and/or assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership, shall be excluded from the requirements of this Section 29.
2. To become and remain a member in good standing, a Flight Attendant must pay and remain current on their payment to the Union of all required dues, and/or initiation/re-initiation fees, and/or assessments as required by the Union's Constitution and Bylaws.

B. Service Charge

Each Flight Attendant who fails to voluntarily acquire or maintain membership in the Union shall be required, as a condition of employment, beginning after sixty (60) days after their Inflight Date of Hire, to pay the Union each month a contribution for the administration of the Agreement and the representation of such Flight Attendant ("Service Charge"). The service charge will be calculated in a manner consistent with the Union's "Agency Fee formula," however, a service charge will not exceed the amount of the monthly dues paid by members of the Union as required under this Section.

C. Check-Off Form

The Company agrees to deduct from the wages of each Union member and remit to the Union, the monthly dues, initiation fees, and uniformly applied

assessments, as specified by the Union, provided such member voluntarily executes and does not revoke an authorization form ("Check-Off Form"). Revocation will only be authorized in accordance with the law, the Union's Bylaws and Constitution. Such Check-Off Form shall be prepared and furnished by the Union to the member or Service Charge payer. The Company agrees to deduct from the wages of each Service Charge payer and remit to the Union, the Service Charge, as provided in subsection 29.B., provided such Service Charge payer voluntarily executes and does not revoke a Check-Off Form. Revocation will only be authorized in accordance with the law, the Union's Bylaws and Constitution. The Company agrees, by the tenth (10th) of the month following the deduction of dues, to remit electronically to the Union the list regarding the deductions made for that month, including, but not limited to, employee name, employee number, Base, current status, the amount of the deduction, and, if applicable, type of leave and/or termination date.

The Union will notify the Company in writing of any changes of general application (i.e., across the Flight Attendant group) regarding the amount of dues, initiation fees, assessments or other deductions, that are subject to the Check-Off Form (e.g., a change in the amount of dues or initiation fees, or implementation of a new assessment). Such written notice shall be provided at least four (4) complete pay periods (2 months) prior to the Company's obligation to implement the change and shall specify the payroll date on which the change should first occur.

D. Payment Delinquencies

1. If a Flight Attendant becomes delinquent in the payment of their monthly dues and/or initiation fees, and/or uniformly applied assessments, as provided in Section 29.A., above, or their Service Charges, as provided in Section 29.B., above, as applicable, the Union shall notify such Flight Attendant by United States Postal Service (U.S.P.S.) certified mail, return receipt requested, copy to the Vice President of Labor Relations, or designee, that the Flight Attendant is delinquent in the payment of such monthly dues, and/or initiation fees, and/or uniformly applied assessments, or Service Charges, as specified in this Section 29, and is subject to discharge as a Flight Attendant. Such letter shall also notify the Flight Attendant that they must remit the required payment within a period of fifteen (15) days from notice of receipt or be discharged.
2. Upon the expiration of the fifteen (15) day period, if the Flight Attendant still remains delinquent, the Union shall certify in writing to the Vice President of Labor Relations, or designee, with a copy to the Flight Attendant, that the Flight Attendant has failed to remit payment within the grace period allowed and is therefore to be discharged. The Vice President of Labor Relations, or designee, shall notify the employee by U.S.P.S. certified mail, return receipt requested, that the Flight Attendant is to be

discharged.

3. A protest by a Flight Attendant who is to be discharged as the result of an interpretation or application of the provisions of this Section 29 shall be subject to the following procedures:
 - a. A Flight Attendant who believes that the provisions of this Section 29 have not been properly interpreted or applied, as it pertains to them, may submit a protest and request a review in writing within five (5) days from the date of their notification by the Company, as provided in Section 29.D.2, above. The protest must be submitted to the Vice President of Labor Relations, or designee, who shall review the protest and render their decision in writing no later than five (5) days following receipt of the protest.
 - b. The Company shall forward the decision to the Flight Attendant, with a copy to the Union. Said decision shall be final and binding on all interested parties unless appealed, as hereinafter provided. If the decision is not satisfactory to either the Flight Attendant or the Union, then either may appeal the decision within ten (10) days from the date of receipt of the decision directly to a neutral referee who maybe agreed upon by the Flight Attendant and the Union within ten (10) days thereafter. The appeal must be sent by certified return receipt mail, postmarked within the ten (10) day limit. If the Flight Attendant and the Union fail to agree upon a neutral referee within the specified period, either the Flight Attendant or the Union may request the NMB to name such neutral referee. The decision of the neutral referee shall be final and binding on all parties to the dispute. The fees of such neutral referee and all related costs (e.g., court reporter, conference rooms, etc.) shall be borne by the Union.
 - c. During the period a protest is being handled under the provisions of this Section 29, and until final award by the Company, or the neutral referee, the Flight Attendant shall not be discharged from the Company nor lose any Seniority rights because of noncompliance with the terms and provisions of this Section 29.
 - d. A Flight Attendant discharged by the Company under the provisions of this Section 29 shall be deemed to have been "discharged for just cause" within the meaning of the terms and provisions of this Agreement. Such discharge is not subject to review under the Grievance or System Board of Adjustment provisions, as provided in Sections 25 and 26.
4. The Company shall not be liable for any time or wage claim of any Flight

Attendant or Flight Attendants, and the Union agrees that it shall indemnify and hold the Company harmless from any and all claims which may be made by any Flight Attendant or Flight Attendants discharged by the Company pursuant to a written order by any authorized Union representative under the terms of this Section 29.

E. New Hire Information

The Company shall provide the Union with each New Hire's name, Inflight Date of Hire, employee number, and Seniority number. The information shall be provided within sixty (60) days of hire.

F. COPE

Upon presentation of a Flight Attendant's signed authorization/payroll deduction form, the Company agrees to deduct from the Flight Attendant's wages, and remit to the Union, such amounts as the Flight Attendant may choose to voluntarily contribute to the TWU Committee on Political Education ("COPE"). The Union shall make available to the Company its standard COPE authorization/payroll deduction form. The Union may present such forms to the Company up to twice per year, except in the case of new hires.

SECTION 30

GENERAL – UNION INFORMATION

- A. The Company shall make available to each Flight Attendant an electronic copy of this Agreement. All new Flight Attendants will be given access to an electronic copy of this Agreement during training. A printed copy will be available at all permanent training locations, and the instructors will notify trainees.
- B. Any deviation from this Agreement shall be made only by agreement between the Company and the Union. Such agreement must be in writing and signed by the parties thereto and will be posted electronically by the Company to all Flight Attendants for addition to their Union contract.
- C. During the term of this Agreement, the Company will not lock out any employee covered hereby, and the Union will not authorize or take part in any slowdown, sit-down, work stoppage, strike (including a rolling or intermittent strike) or picket of Company premises.
- D. The Company will allow non-revenue positive space travel on Allegiant for Union representatives who are employees of the Company when meeting with the Company, conducting ratification roadshows, and participating in System Board of Adjustment proceedings. Additional Union representatives will be granted non-revenue positive space travel with the concurrence of the Company. Non-revenue positive space travel will be strictly for bona fide Union Business and will not be used to promote anything negative about the airline (e.g., strike prep, etc.). Violation of this provision will result in revocation of entitlement to non-revenue positive space travel for Union Business for any Flight Attendant who violates this provision. Jumpseats may be used for Union business.
- E. The Union will be allowed to have an appropriate locked deposit box in the Flight Attendant crew lounge at each Base to be used for official Union business. If the Company maintains personal v-files at each Base for individual Flight Attendants, the Union will be allowed to utilize the v-files for the distribution of official Union materials.
- F. The Union will be allowed to have an appropriate bulletin board at all Flight Attendant Bases for use by the Union to only post official informational notices of Union recreation and social affairs, elections, Local membership meetings, and factually-based Union news. The Union and the Company will confer upon the location and size of the bulletin board.

- G. For purposes of conducting official Union business only, the President of the Union, or their designees, will be given, on a confidential basis, access to agreed-upon functions of the Crew Services System. The Union shall be responsible to maintain the confidentiality of any information so obtained.
- H. The Company will provide sixty (60) minutes for the purpose of Union orientation on a regularly scheduled training day, at a time mutually agreed upon by the Union and the Company, during the new hire class period. During this time, the Union may distribute and collect materials, collect names, addresses and other contact information from trainees who are eligible for Union membership. A Union representative may be present as an observer for the Company presentation regarding the Agreement, and a Company representative may be present as an observer for the Union presentation regarding the Agreement.
- I. The Company will provide the Union President with a list of all Flight Attendants on leaves of thirty (30) days or more and Flight Attendants who have transferred to non-flying or supervisory duties. Current additions or deletions may be requested on a monthly basis. Such list shall be provided via electronic means and include names, employee numbers, dates leaves began and expected dates of return, if known.
- J. At such time as the Company decides to make changes to the content of the Attendance Policy, it will provide the Union with sixty (60) days notice prior to implementation. The Company will confer with the Union within the notice period and consider its input.
- K. A Flight Attendant may request their attendance records from their Inflight Base supervisor, which will be available for viewing by the Flight Attendant within five (5) business days.
- L. Within six (6) months of ratification, the Union and the Company will meet to establish a letter of understanding on the Critical Incident Stress Management (CISM) program.
- M. The Company will make good faith efforts to have a working oven on those Allegiant aircraft with installed ovens. Flight Attendants shall be entitled to one (1) buy on board food item, at no charge to the Flight Attendant, for every four (4) hours of duty if:

1. the oven is verified inoperable, and;
 2. there is not an actual sit time in excess of one (1) hour, and;
 3. the Flight Attendants were not notified of the inoperable oven at least one (1) hour prior to check in.
- N. Flight Attendants will be permitted to wear up to two (2) TWU Union pins, each up to one and one-half inch (1.5") in diameter, and a TWU lanyard on their uniform.

SECTION 31
UNION BUSINESS

A. Time Off For Short Term Union Business

1. Upon written notification by the Union to the Company, the Company shall release up to five (5) Flight Attendants during any one time from duty for the purpose of performing Short Term Union Business (less than one (1) Bid Period). The notification must include the names of the Flight Attendants and the duration of the time away from duty. The Union may request that additional Flight Attendants be granted Union leave, and the duration thereof shall be granted by the Company subject to the needs of the operation. Such approval shall not be unreasonably withheld.
2. The Union shall provide as much advance notice as possible for Short Term Union Business. The Company will not be required to incur any additional costs as a result of the request (e.g. TDY to backfill position). If a Flight Attendant needs to be released for last-minute Short Term Union Business to represent another Flight Attendant in an investigatory or disciplinary meeting, or a safety debriefing, the request will not be unreasonably denied.
3. Time off for Short Term Union Business for the reasons set forth below is not subject to the restrictions in Section 31.B; however, the notice requirements in this Section will still apply:
 - a. Five (5) Flight Attendants who are participating in collective bargaining negotiations with the Company.
 - b. A Flight Attendant who is serving as a Board member on the System Board of Adjustment.
 - c. Flight Attendants who are performing duties on the Aviation Safety Action Program (ASAP), and Event Review Committee (ERC).
 - d. One (1) Flight Attendant who is performing duties on the Critical Incident Stress Management (CISM) program if such program is introduced.

- e. Flight Attendants who attend joint Union-Company management meetings requested by the Company.

B. Time Off For Long Term Union Business

1. Time off for purposes of Long Term Union Business (one (1) Bid Period or more) shall be granted for up to four (4) individuals who have accepted a full-time elected position with the Local Union or International Union.
2. The Union shall notify the Company of the commencement and conclusion of this time away from duty for Long Term Union Business prior to the opening of the TDY Bid Period for the Bid Period affected. The Company shall notify the Union at least one (1) week prior to the opening of the TDY Bid Period.
3. A current and qualified Flight Attendant who returns from Long Term Union Business in accordance with Section B.2. above shall be eligible to bid.
4. If Training or requalification is necessary, a Flight Attendant's return date shall be determined by the first available class date to re-qualify them for the position to which they are returning.
5. A Flight Attendant returning from a Long Term Union Business shall return to work in the following order:
 - a. To the first available preference on their Standing Bid that their seniority can hold; or,
 - b. To their former Base; provided, that it still exists and their Seniority allows them to hold the position.

C. Flight Pay Loss and Administration of Benefits

1. A Flight Attendant on Union Business shall:
 - a. Accrue Seniority and Longevity;
 - b. Accrue Sick; and
 - c. Continue to receive all other benefits covered by this Agreement, on the same basis as other active Flight Attendants, including, but not limited to, continued participation in the Company's travel pass policy, retirement plan, Company group insurance and other health and welfare plans provided they continue to pay their portion of the premiums, unless the Union instructs the Company otherwise.

2. Flight Pay Loss

- a. The Union shall reimburse the Company for such Flight Pay Loss (FPL) attributed to any Union Business, except that the Company will pay one hundred percent (100%) of all FPL, or four (4) hours, whichever is greater, for the attendance of up to two (2) Union Committee Members who participate in Aviation Safety Action Program (ASAP), Fatigue Risk Management Committee (FRMC), Scheduling and Payroll Committee, and Safety, Health and Security Committee meetings. The FPL reimbursement to the Company shall be only for the credit of the scheduled trip(s) dropped, at that Flight Attendant's then current applicable hourly pay rate plus twenty-three percent (23%).
 - i. For all Union Business days that have been blocked as a known absence (i.e., no Trip/duty dropped), the value of the known absence shall be four (4) hours per day.
 - ii. With respect to a Flight Attendant on Short Term Union Business as described in Section 31.A. the Company shall pay the full applicable credit value of the scheduled Trip dropped during such leave at their then current applicable rate of pay.
 - b. The Company shall send an invoice to the Union no later than sixty (60) days following the Bid Period in which the FPL was incurred, which shall include the following information: the Flight Attendant's name, the dates of Union Business, the credit value of the scheduled Trips dropped while on such Union Business, the Flight Attendant's then current applicable rate of pay, and the individualized and aggregate dollar amount to be reimbursed to the Company.
 - c. The Union shall reimburse the Company within forty-five (45) Days after receipt of the Company's invoice.
- D.** The Company will supply the Union with a sortable seniority list, including Flight Attendant addresses and phone numbers, on a monthly basis.
- E.** The Company will provide space in a Company system (i.e.: G4Connect) and a manual on the Company iPad for the Company to post Union-related information (e.g., MOAs, MOUs, LOAs, etc.).
- F.** The Company agrees to provide, if available programmatically, the Union with a monthly report, both by Base and Company-wide, detailing the number of Reroutes/Reschedules, Junior Assignments, Mission Mode assignments, Premium Pay Open Time pickups, fatigue calls, sick calls and flight cancellations

for the prior month.

- G.** If any Company-requested meeting is cancelled by the Company with less than two (2) calendar days' notice to the Union, the Company will reimburse the Union for Flight Pay Loss for the cancelled meeting day.
- H.** The Company will recognize and utilize Union committees that have been established in accordance with this Agreement.
- I.** Upon request, the Union shall be provided with scheduling, bidding, Reserve, and exchange of Trip information associated with the investigation and processing of a specific grievance(s) or pending disputes that they are unable to obtain through their granted system access levels.
- J.** The Company shall provide the TWU 577 Scheduling and Payroll Committee with electronic, immediate read only access, if available, to the Crew Management System, or any similar scheduling-related systems, for the purpose of reviewing scheduling related transactions governed by this Agreement.
- K.** A Union Representative on identified pre-planned Union business shall not be Junior Assigned.
- L.** Upon request, the Company shall meet with the Union concerning matters relating to the terms and conditions of the employment of Flight Attendants.
- M.** The Union shall be copied on Company-wide or Base-specific Inflight communications sent to Flight Attendants. Where practicable and permissible, the Company shall send an advance copy of Base-specific and Company-wide Inflight communications sent to Flight Attendants that impact their terms and conditions of employment.

SECTION 32

SAVINGS CLAUSE

Should any part or provision of this Agreement be rendered invalid by existing or subsequently enacted legislation, the balance of the Agreement shall remain in full force and effect.

SECTION 33

DURATION

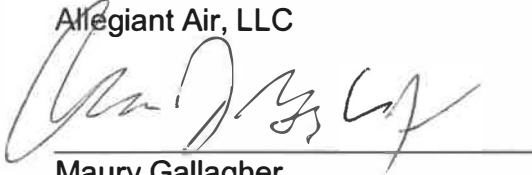
This Agreement shall become effective on April 15, 2024, and shall continue in full force and effect until April 15, 2029, and shall renew itself without change until each succeeding year thereafter unless written notice of an intended change is served in accordance with Section 6, Title 1, of the Railway Labor Act, as amended, by either party hereto no less than ninety (90) Days, but not more than one hundred eighty (180) Days, prior to the said amendable date.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective as referenced above.

COLLECTIVE BARGAINING AGREEMENT

APRIL 15, 2024

Allegiant Air, LLC



Maury Gallagher
CEO



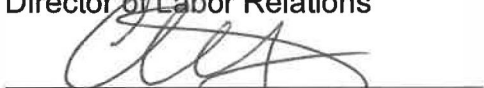
Greg Anderson
President



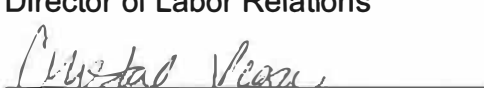
Bill Fishburn
Vice-President of Labor Relations



Dustin Call
Director of Labor Relations



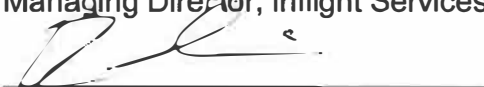
Chad Melby
Director of Labor Relations



Cristal Vega
Manager of Labor Relations



Haunani Binder
Managing Director, Inflight Services

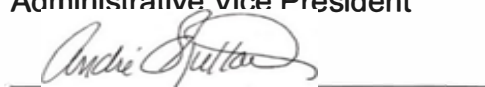


Robert Marin
Director, Inflight Performance

Transport Workers Union of America, AFL-CIO



Mike Mays – TWU International
Administrative Vice President



Andre Sutton – TWU International
Air Division Director



Thom McDaniel – TWU International
Vice President



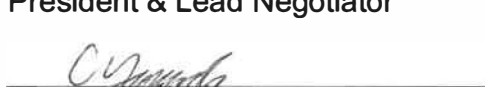
Rich Pantoja – TWU International
Director, Economic Analysis & Research



Christina Gornall
TWU Attorney



Christa Gifford – TWU Local 577
President & Lead Negotiator



Cody Yamada
Negotiator



Heather Frey
Negotiator



Lauren Watson
Negotiator



Trisha Bradshaw
Negotiator

LETTER 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 LETTER OF AGREEMENT (“LOA”) 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 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” or the “CBA”) covering the period of April 15, 2024, to April 15, 2029, pursuant to the Railway Labor Act; and

WHEREAS, the parties recognize the importance of minimizing fatigue in the construction of monthly bid schedules; and,

WHEREAS, the Company currently does not consistently operate a pattern of all night flying.

NOW, THEREFORE, the parties hereby agree as follows:

1. At least once per calendar year the amount of all night flying scheduled for each Base shall be evaluated by the parties.
2. If the amount of all night flying in any given Base reaches a level that would allow at least one line to be built containing only all-night flights, then the parties shall meet and confer within 60 days to explore the possibility of constructing line(s) of flying containing only all-night flights.

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

Dated this 15th day of April, 2024.

Dated this 15th day of April, 2024.

For the Union:

For the Company:

The Transport Workers Union of America,
AFL-CIO

Allegiant Air, LLC



Christa Gifford – TWU Local 577
President & Chief Negotiator

Bill Fishburn
Vice-President of Labor Relations

LETTER 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 LETTER OF AGREEMENT (“LOA”) 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 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” or the “CBA”) covering the period of April 15, 2024, to April 15, 2029, pursuant to the Railway Labor Act; and

WHEREAS, the Company currently assigns Flight Attendants to annual recurrent training after the annual Vacation Bidding and Awarding process; and,

WHEREAS, the Company does not currently have a system or software which would provide Flight Attendants the ability to bid for their annual recurrent training; and,

WHEREAS, the Company and Union wish to provide Flight Attendants the ability to bid for their annual recurrent training;

NOW, THEREFORE, the parties hereby agree as follows:

1. The Company shall work in good faith to internally develop or source a system that would allow Flight Attendants to bid for their annual recurrent training. The Company will collaborate with the Union in such development.
2. Once such system is developed or sourced, the Company shall meet with the Union to discuss any concerns with the system, the Flight Attendant interface, and the process for training Flight Attendants on the new system. The parties shall agree on the process for bidding for annual recurrent training.

3. It is the parties' intent to have such a system operational by September of 2024 for the awarding of the 2025 annual recurrent training. If issues arise in the development or sourcing of such system that would prohibit the implementation for the awarding of the 2025 annual recurrent training, or if the parties are unable to agree on a process, the parties agree to meet and confer on a revised timeline for implementation.

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

Dated this 15th day of April, 2024.

Dated this 15th day of April, 2024.

For the Union:

For the Company:

The Transport Workers Union of America,
AFL-CIO

Allegiant Air, LLC



Christa Gifford – TWU Local 577
President & Chief Negotiator

Bill Fishburn
Vice-President of Labor Relations

LETTER OF AGREEMENT

between

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and

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AMERICA, AFL-CIO

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WHEREAS, the Company and the Union are parties to a collective bargaining agreement (hereinafter “the Agreement” or the “CBA”) covering the period of April 15, 2024, to April 15, 2029, pursuant to the Railway Labor Act; and

WHEREAS, the Company has filed for a joint application for approval of antitrust immunity for a proposed joint venture between the Company and Viva Aerobus (“Viva”), which is pending; and

WHEREAS, if a joint venture between the Company and Viva is approved during the life of this Agreement, it could have an impact on terms and conditions of employment of the Flight Attendants covered by the Agreement; and

WHEREAS, issues may arise if the joint venture between the Company and Viva is approved that were not foreseeable during the parties’ negotiations for this Agreement, and the Union is not intending to waive its rights to bargain such issues;

NOW, THEREFORE, the parties hereby agree as follows:

1. If the joint venture between the Company and Viva is approved and goes into effect during the life of this Agreement, the Company will meet with the Union upon request to discuss issues related to the joint venture that affect Flight Attendants.
2. In the event that the joint venture creates issues that affect the terms and conditions of the employment of Flight Attendants that are not addressed in the

Agreement, the parties will meet and confer on such issues to explore the possibility of entering into a separate LOA or MOA.

3. Nothing in this LOA constitutes a waiver of the Union's rights under the Railway Labor Act.

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

Dated this 15th day of April, 2024.

Dated this 15th day of April, 2024.

For the Union:

For the Company:

The Transport Workers Union of America,
AFL-CIO

Allegiant Air, LLC



Christa Gifford – TWU Local 577
President & Chief Negotiator

Bill Fishburn
Vice-President of Labor Relations

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between

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THE TRANSPORT WORKERS UNION OF
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WHEREAS, the Company and the Union are parties to a collective bargaining agreement (hereinafter “the Agreement” or the “CBA”) covering the period of April 15, 2024, to April 15, 2029, pursuant to the Railway Labor Act; and

WHEREAS, the parties have agreed to a one-time lump sum signing bonus to be paid to eligible Flight Attendants if this Agreement is ratified;

NOW, THEREFORE, the parties hereby agree as follows:

1. The Company will provide a one-time lump sum signing bonus in the aggregate amount of ten million dollars (\$10,000,000.00) to be distributed to those Flight Attendants who are no longer on probation, as defined in Section 21 of this Agreement, and are working under this Agreement as of the date of ratification.
2. The Company will distribute the lump sum bonus to eligible Flight Attendants no later than forty-five (45) days after the Union provides notice to the Company that this Agreement has been ratified.
3. Each eligible Flight Attendant shall receive a one-time payment of at least one thousand and thirteen dollars (\$1,013.00) for each completed year of service as of the date of ratification, based on their Departmental Seniority

date and including any adjustments associated with part-time status, or a one-time payment of one thousand and five hundred dollars (\$1,500.00), whichever is greater.

(Example 1: A Flight Attendant whose Departmental Seniority date, after any adjustments for part-time status, is September 1, 2022 will have approximately 1 year and six months of Departmental Seniority as of ratification. They will have completed 1 year of service and qualify for the \$1,500 minimum bonus.)

(Example 2: A Flight Attendant whose Departmental Seniority date, after any adjustments for part-time status, is November 30, 2012 will have approximately 11 years and three months of Departmental Seniority as of ratification. They will have completed 11 years of service and qualify for a \$11,143 bonus (11 years x \$1,013).)

4. The final individual payment amounts will be based on the distribution of the aggregate amount to eligible Flight Attendants, but shall not be less than the amounts identified in paragraph 3 above. The estimated distributions shall be as provided for in the table below:

| Completed Years of Service as of Ratification (based on Departmental Seniority) | One-time Lump Sum Bonus |
|--|----------------------------|
| Less Than 1 Year | \$1,500 |
| 1 Year | \$1,500 |
| 2 Years | \$2,026 |
| 3 Years | \$3,039 |
| 4 Years | \$4,052 |
| 5 Years | \$5,065 |
| 6 Years | \$6,078 |
| 7 Years | \$7,091 |
| 8 Years | \$8,104 |
| 9 Years | \$9,117 |
| 10 Years | \$10,130 |
| 11 Years | \$11,143 |
| 12 Years | \$12,156 |
| 13 Years | \$13,169 |
| 14 Years | \$14,182 |
| 15 Years | \$15,195 |

| | |
|----------|----------|
| 16 Years | \$16,208 |
| 17 Years | \$17,221 |
| 18 Years | \$18,234 |
| 19 Years | \$19,247 |
| 20 Years | \$20,260 |
| 21 Years | \$21,273 |
| 22 Years | \$22,286 |
| 23 Years | \$23,299 |
| 24 Years | \$24,312 |
| 25 Years | \$25,300 |

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

Dated this 15th day of April, 2024.

Dated this 15th day of April, 2024.

For the Union:

For the Company:

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Allegiant Air, LLC




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