

MEMORANDUM OF AGREEMENT

between

ALLEGIANT AIR, LLC.

and

FLIGHT ATTENDANTS

in the service of

ALLEGIANT AIR, LLC.

as represented by the

THE TRANSPORT WORKERS UNION OF AMERICA,

AFL-CIO

Regarding

Company Convenience Leave (CCL)

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between ALLEGIANT AIR, LLC. (hereinafter referred to as “the Company”) and the FLIGHT ATTENDANTS in the service of ALLEGIANT AIR, LLC., as represented by THE TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO (hereinafter referred to as “the Union”).

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

**WHEREAS**, Section 11.F. of the Agreement provides for the Company’s right to offer Company Convenience Leave (CCL) and Voluntary Short-Term Leave (VSTL) at its discretion through Company Policy; and

**WHEREAS**, the Company has modified its CCL Policy to test an additional CCL offering, to be known as flexible CCL, designed to allow a Flight Attendant more flexibility than traditional CCL;

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

1. In accordance with the modified Company Policy, a flexible CCL, when offered by the Company, shall be advertised and awarded under the same process and procedures as a traditional CCL.

2. This flexible CCL offering is being implemented on a temporary basis, through Company Policy, to allow for an evaluation of its effectiveness.
3. The flexible CCL offering shall encompass all traditional CCL rules and restrictions, except that a Flight Attendant on an awarded flexible CCL shall:
  - a. be allowed to pick up Trip Pairing(s) from Open Time but shall continue to be prohibited from being awarded a Mission Mode assignment or engaging in Trip Trades with other Flight Attendants.
  - b. not receive any monthly guarantee or incentive. Instead, the Flight Attendant shall only receive compensation in accordance with the Agreement for any Trip Pairings they pick up from Open Time, as well as any previously awarded vacation week(s).
4. The Company shall continue the test of the flexible CCL option through March of 2025, at which time the flexible CCL shall be evaluated to determine if it should be formally incorporated into the Company Policy or to be eliminated.
5. This MOA is based on facts unique to this matter and is offered on a non-precedential basis. It shall not be cited, offered or relied upon in any manner whatsoever, now or in the future, in connection with any matter involving any other bargaining unit employees or the Union, excluding only a proceeding to enforce the express terms of this specific agreement.
6. The failure to insist upon compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.
7. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Photographic and facsimile copies of such signed counterparts will be sufficient to bind the parties to this Agreement and may be used in lieu of the originals for any purpose.

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

Dated this 18th day of September 2024.


Dated this 16<sup>th</sup> day of September 2024

**For the Union:**

The Transport Workers Union of America,  
AFL-CIO

**For the Company:**

Allegiant Air, LLC

By: 

By: 

Its: TWU 577 President

Its: Vice President of Labor