

MEMORANDUM OF AGREEMENT

between

ALLEGIANT AIR, LLC.

and

THE FLIGHT ATTENDANTS

in the service of

ALLEGIANT AIR, LLC.

as represented by the

THE TRANSPORT WORKERS UNION OF
AMERICA, AFL-CIO

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into in accordance with the provisions of the Railway Labor Act, as amended (“RLA”), by and between ALLEGIANT AIR, LLC. (hereinafter referred to as “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 “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, the Company and the Union have identified the potential benefit of implementing a Critical Incident Stress Management (hereinafter referred to as “CISM”) to support Flight Attendants; and

WHEREAS, the Company and Union wish to work collaboratively to ensure that Flight Attendants are provided with a functional and high performing CISM program; and

WHEREAS, the Company and Union have agreed to implement a pilot CISM program, to be evaluated and reviewed on a quarterly basis to evaluate the participation and effectiveness of the program; and

WHEREAS, the Company and Union will meet quarterly to discuss the quarterly review to determine if the pilot CISM program should be modified, continued as a pilot program, transitioned to a permanent program, or suspended and cancelled;

NOW, THEREFORE, the parties hereby agree as follows:

- 1) The purpose of the CISM program is to assist Flight Attendants by offering 24/7 peer support in cases of stressful and/or traumatic events. The program will be administered by the TWU and shall offer peer support for both work related and personal traumas with the intention of empowering Flight Attendants to successfully process and recover from trauma.

- 2) The CISM program shall be administered through the guidance of the CISM Manual, which will be developed, and may be modified in the future, with mutual agreement between the parties. If mutual agreement cannot be achieved, either party may elevate the request to modify the CISM Manual utilizing the following procedures:
 - a) The party wishing to implement the change shall provide the other party's CISM Committee with the specific change(s) it is proposing, the reason(s) for the change, as well as any relevant supporting documentation no less than thirty (30) days prior to the desired implementation date.
 - b) During the thirty (30) day notice period, and upon written request from the petitioning party, the parties shall meet and confer in an effort to resolve any outstanding disputes or disagreements over the implementation of the proposed changes.
 - c) If the non-petitioning party concurs with the proposed changes, the CISM Manual shall be modified, and such changes shall be implemented no later than thirty (30) days following the date of concurrence.
 - d) If, following a meet and confer, the non-petitioning party disagrees with a specific proposed change(s), the dispute shall be elevated to the Vice President of Labor and the President of the Union within the thirty (30) day notice period in an effort to resolve any outstanding disputes or disagreements over the implementation of the proposed changes. If the Vice President of Labor and the President of the Union cannot resolve the dispute(s), the CISM Manual shall not be changed.
- 3) Any compensation or work rotation requirements for an individual Flight Attendant's participation in the administration of the CISM program shall be defined only in this MOA, and provided in accordance with the following:
 - a) CISM Team Member Training and Education:
 - i) A Flight Attendant who is a member of the CISM Team shall be required to attend initial training (normally 3 days or less), as well as annual recurrent training (normally 2 days or less). The dates and times of such training shall be coordinated with the Company to ensure no operational impact.
 - ii) Such training shall be blocked as Union Business and considered a pre-planned absence on a Flight Attendant's monthly schedule. This pre-planned absence shall be administered as Flight Pay Loss in accordance with Section 31.C. of the Agreement, shall hold a value of four (4) hours per day for bidding and pay purposes, and shall not constitute or be considered Duty under the Agreement (e.g., a CISM Training absence shall not trigger CBA Rest requirements, 1 in 7 day off rule, etc.).

iii) Each calendar year, the Company shall provide the union with the following allocation of non-rollover benefits to be utilized for CISM Training:

- (1) Hotel accommodations for up to eight (8) rooms for four (4) nights; and
- (2) Non-revenue Positive Space on Allegiant aircraft for up to twelve (12) CISM Team Members (i.e., only Allegiant Flight Attendants).

b) CISM Team Member Peer on Call (POC)

- i) A Flight Attendant who is an acting member of the CISM Team POC shall be required to maintain their currency and participate in a defined POC day on rotation/shifts. Such rotation shall consist of seven (7) continuous day on blocks, beginning on Wednesday and ending on Tuesday, and shall be coordinated with the Company to ensure no operational impact.
- ii) Scheduled rotations shall be blocked as Union Business and considered a pre-planned absence on a Flight Attendant's monthly schedule. This pre-planned absence shall be administered as Flight Pay Loss in accordance with Section 31.C. of the Agreement, shall hold a value of four (4) hours per day for bidding and pay purposes, and shall not constitute or be considered Duty under the Agreement (e.g., a CISM absence shall not trigger CBA Rest requirements, 1 in 7 day off rule, etc.). An individual Flight Attendant may not be assigned more than one (1) seven (7) continuous day block in a bid month without company and union concurrence.

c) Mental Health Counselor (MHC)

- i) The Company will cover the one-time cost of a familiarization trip for the MHC to visit and meet at the Company headquarters in Las Vegas. It will include the following:
 - (1) Daily stipend of \$800 up to three (3) days.
 - (2) Hotel and transportation for two (2) nights / three (3) days.
- 4) This MOA shall become effective within thirty (30) calendar days of execution by both the Company and Union and shall remain in effect until and unless one of the parties formally requests to withdraw in accordance with the following procedures:
- a) The withdrawing party must provide at least thirty (30) days' written notice to the other party of its intent to withdraw from this MOA.
 - b) During the thirty (30) day notice period, the parties will meet and confer in an effort to reach any understandings or potential amendments to the CISM program with the purpose of developing and maintaining a functional and high performing CISM program.

- c) If such discussions do not result in agreement, either party may withdraw from this MOA following the thirty (30) day notice period. Should one party withdraw, this MOA shall become null and void as of that date.
- d) This MOA may be superseded by an updated CISM Agreement between the Company and the Union.
- 5) The failure to insist upon compliance with any term, covenant or conviction 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 MOA or the CBA any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.
- 6) This MOA may be executed in multiple counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Photographic and facsimile copies of such signed counterparts will be sufficient to bind the parties to this Agreement and may be used in lieu of the originals for any purpose.

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

Dated this 17th day of October 2024.

Dated this 17th day of October 2024.

For the Union:

The Transport Workers Union of America,
AFL-CIO

For the Company:

Allegiant Air, LLC

By: 

By: 

Its: President TWU Local 577

Its: Vice President of Labor