

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 entered into a Memorandum of Agreement to implement a Critical Incident Stress Management pilot program (hereinafter referred to as “CISM MOA”) to support Flight Attendants; and

WHEREAS, the Company and Union have agreed to meet on a quarterly basis to review and evaluate the effectiveness of the program to determine if the pilot CISM program should be modified, continued as a pilot program, transitioned to a permanent program, or suspended and cancelled; 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 to maximize the potential benefit of such a program; and

WHEREAS, the Company and Union have agreed to modify the requirement in the CISM MOA that the Union cover all compensation for Flight Attendant participation in the CISM pilot program under Section 31.C. of the Agreement with this MOA (hereinafter referred to as “CISM Compensation MOA”);

NOW, THEREFORE, the parties hereby agree as follows:

- 1) The compensation for CISM Team Member Peer on Call (POC) in subsection 3.b.ii. of the CISM MOA shall be modified in accordance with the following:
 - a) 3.b.ii.) Scheduled rotations shall be blocked and considered a pre-planned absence on a Flight Attendant's monthly schedule. Compensation for this pre-planned absence shall be provided by the Company at 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.
 - b) The parties shall meet on a quarterly basis to review and evaluate the effectiveness of the pilot CISM program to determine if the program is effective in working towards its stated intention to empower Flight Attendants to successfully process and recover from trauma. Should the Company, in its sole discretion, determine that the program is not effective in providing Flight Attendants with the program's stated intentions, the Company shall notify the Union of its concerns and may, at its sole discretion, exercise one of the following:
 - i. Allow for the continuation of the modification to 3.b.ii. in this CISM Compensation MOA until the next quarterly review meeting; or
 - ii. Deny the continuation of the modification to 3.b.ii. in this CISM Compensation MOA, and instead revert back to the original language of 3.b.ii. of the CISM MOA. Should the Company exercise this option, it shall provide the Union with at least thirty (30) days' written notice. The Union may request to meet and confer with the Company to discuss its concerns over the Company's decision to deny the continuation of the modification to 3.b.ii.
- 2) There shall be no change to the compensation requirements for CISM Team Member Training and Education in subsection 3.a. of the CISM MOA.
- 3) This MOA shall become effective upon full 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 CISM MOA or this MOA is superseded by an updated CISM Agreement between the Company and the Union modifying or codifying the terms herein.
- 4) 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.

5) 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 31st day of January 2025.

Dated this 31st day of January 2025.

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