

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

Travel for Training Releases

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**, the Agreement does not provide any express language regarding a process for a Flight Attendant to request that the Company not book their travel to and/or from a Training Assignment, instead allowing the Flight Attendant to be released from that Company provided transportation and from any obligation or Duty until the start of a Training Assignment, and/or at the conclusion of a Training Assignment; and

**WHEREAS**, the Company and Union would like to provide Flight Attendants with a transparent process to request to be released from such travel to/from training;

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

1. When a Flight Attendant is awarded a Required Training event away from their Base that requires Company provided positioning and repositioning deadheads, that Flight Attendant may request to be released from that deadhead(s) in accordance with the following:

- a. A Flight Attendant shall contact the Company via Crew Travel JIRA to formally request to be released from a Company provided positioning and/or repositioning deadhead by the Tuesday of the applicable bid week. Such request shall include the deadhead(s) the Flight Attendant is requesting to be released from (i.e., positioning and/or repositioning), as well as if the Flight Attendant is also requesting to release any hotel for that deadhead.

Example: A Flight Attendant is scheduled for required training March 6-7, with deadheads on March 5 (positioning) and March 8 (repositioning). The Flight Attendant wishes to be released from the repositioning deadhead and hotel room on March 8, and makes a formal request by February 4 (the Tuesday of the applicable bid week). That formal request would include the specific deadhead scheduled for March 8, and that they would be checking out of the hotel on March 7.

2. A Flight Attendant whose request to be released from a required training event deadhead is awarded understands and acknowledges the following:

- a. The Flight Attendant is released from all duty.

Example 1: A Flight Attendant who was scheduled for required training March 6-7, with deadheads on March 5 (positioning) and March 8 (repositioning) has requested and was awarded a release on March 7. That Flight Attendant is considered to have been released from all duty associated with that required training event in accordance with the CBA as of the completion of their required training event on March 7.

Example 2: A Flight Attendant who was scheduled for required training March 6-7, with deadheads on March 5 (positioning) and March 8 (repositioning) has requested and was awarded a release on March 5. That Flight Attendant's duty will not be considered to have begun until the commencement of their required training event on March 6.

- b. The Company will calculate an estimated value for each of the positioning and/or repositioning deadhead(s) based on available travel between a Flight Attendant's Base and their required training event. The Flight Attendant will be pay protected for the estimated deadhead value.
- c. As the Flight Attendant is released from all duty, they are eligible to pick up Open Time or be awarded a Mission Mode. A Flight Attendant shall receive the estimated deadhead value in addition to any Open Time or Mission Mode pay.

- d. It is the Flight Attendant's sole responsibility to secure any necessary transportation or lodging. The Company shall have no further obligations to book a deadhead or hotel room once released.
3. The Company shall maintain full discretion to award or deny a Flight Attendant's request to be released from a required training event deadhead if the Flight Attendant fails to submit the request in accordance with section 1 above.
4. While precedential, this MOA is based on facts unique to this case and is offered on a no-cite basis with respect to any issue not specifically related to the facts contained therein. 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.
5. 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.
6. 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 17<sup>th</sup> day of March 2025.


Dated this 17<sup>th</sup> day of March 2025.

**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