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

LAX BASE CLOSURE

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, on March 3, 2025, the Company announced the closing of the Base located at the Los Angeles International Airport (LAX"), effective September 2, 2025; and

WHEREAS, the Company and the Union desire to address the impact of the closing of the LAX Base on the Flight Attendants currently based there;

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

- 1. The Company shall post a system wide Summer Vacancy Bid electronically no later than April 15, 2025, and it shall remain open for at least fourteen (14) calendar days.
- 2. For the purposes of this MOA, "Affected LAX Flight Attendants" shall be defined as those Flight Attendants who hold a current or future vacancy award as an LAX Flight Attendant

as of March 3, 2025, and who have not voluntarily bid out of their LAX Vacancy prior to the opening of the above-mentioned system wide Summer Vacancy Bid.

- 3. The system wide Summer Vacancy Bid notice shall state the approximate number of Flight Attendant vacancies, the Base(s) where those specific vacancies will be open, and the earliest effective date of each Base vacancy. The effective date of an awarded Base vacancy may be modified at the discretion of the Company for Affected LAX Flight Attendants so as to remain in LAX through August 31, 2025.
- 4. All Affected LAX Flight Attendants will be provided with three (3) options.
 - a. Option A: <u>Relocation</u>. They will provide their bid preference(s) to be awarded a vacancy in the system wide vacancy bid.
 - b. Option B: <u>Resignation</u>. They will remain a LAX Flight Attendant and voluntarily resign effective August 31, 2025.
 - c. Option C: <u>Participation in the System Wide Early Out Program Bid</u>. Upon opening of the Summer Vacancy Bid, we shall re-open the Early Out Program Bid for affected Flight Attendants for a minimum of 24 hours. An Affected LAX Flight Attendant who is awarded an early out through the April 2025 system wide early out program bid shall be handled in accordance with the terms of that bid award, except that the Company may, at its discretion, modify the effective date of an awarded early out in order for an Affected LAX Flight Attendant to remain in LAX through August 31, 2025.
- 5. For those Affected LAX Flight Attendants who elect Relocation (i.e., Section 4, Option A above), the following shall apply:
 - a. Affected LAX Flight Attendants, regardless of the timing of their Base vacancy awards, shall receive a special disposition for the Bid Month of September 2025. Specifically, such Flight Attendants will default to Days Off from September 1st through September 30th, 2025, shall receive their Monthly Minimum Guarantee for that period, and shall be prohibited from performing any duty during that period (e.g., prohibited from picking up open time, being awarded a mission mode, trip trades, etc. between September 1st through the 30th).
 - b. Affected LAX Flight Attendants shall be eligible for involuntary Base transfer moving expenses in accordance with Section 9.E. of the CBA.
 - c. Affected LAX Flight Attendants shall, upon request, be provided with one set of on-line, positive space transportation on a Company flight, without displacing a revenue passenger, for themselves and their eligible dependents to the location of their new Base. Additional positive space transportation on Company flights may be approved, at Company discretion, in extenuating circumstances.

- d. Affected LAX Flight Attendants shall have the opportunity to either maintain any previously awarded 2025 Vacation in their new Base location, or cash out such accrued but unused vacation at their discretion. Such election must be made by July 31, 2025, by emailing Vacations.FlightAttendant@allegiantair.com.
- e. Affected LAX Flight Attendants shall have the opportunity to buddy bid for the system wide Summer Vacancy Bid. Affected LAX Flight Attendants who elect to buddy bid will be awarded the vacancy at the seniority of the most junior Affected LAX Flight Attendant involved in the system wide Summer Vacancy Bid. Such election must be made by the deadline of the Summer Vacancy Bid by emailing IFSCrew.Resource@allegiantair.com.
- f. Affected LAX Flight Attendants who terminate their employment within onehundred and twenty (120) days of receiving a moving expense pursuant to this MOA shall be responsible for repayment of any moving expenses.
- g. Affected LAX Flight Attendants shall be granted an additional six (6) months to make the move to their new Base to be eligible for the benefits and moving expenses identified herein.¹
- 6. 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.
- 7. 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.
- 8. 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.

¹ This six (6) month extension is in addition to the contractual ninety (90) day window that Flight Attendants have to move to their new Base.

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

Dated this 11th day of April 2025.

Dated this 11th day of April 2025

For the Union: The Transport Workers Union of America, AFL-CIO

wite By:

Its: TWU Local 577 President

For the Company: Allegiant Air, LLC

By: Wul-

Its: Vice President of Labor