

# 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

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 defines Reschedule/Reroute as an involuntary change to a Flight Attendant's scheduled duty on scheduled workday(s), and provides processes applicable to such changes;

**WHEREAS**, the Company and the Union recognize charter flying may change based on customer requests, and a known charter time change is made more than 2.5 hours prior to departure;

**WHEREAS**, the Parties agree that it is mutually beneficial to provide the Flight Attendant assigned to the pairing the option to remain assigned to the charter, rather than being removed and placed on Footprint reserve; and

**WHEREAS**, the Flight Attendant has elected to remain on the charter in accordance with this MOA;

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

## 1. Applicability (Timing / Window)

This MOA applies only to

- a. known charter schedule changes that affect one (1) or more Flight Attendants,
- b. are identified two (2) or more days out, and
- c. extend the pairing outside the original footprint of the trip, thereby triggering Section 19.F of the Agreement.

Charter time changes that remain within the original footprint do not trigger the election described in this MOA. If a charter time change is identified less than two (2) days out, Crew Scheduling will process the change in accordance with Section 19.F and the Agreement's Reschedule/Reroute provisions.

## 2. Notice to Affected Flight Attendants / Election Offered

When a charter time change described in Section 1 is received before the two (2) day-out deadline, Crew Scheduling will contact each affected Flight Attendant by telephone and e-mail to ask whether the Flight Attendant would like to:

- a. Remain on the charter; or
- b. Be removed from the charter, pay protected, and placed on Footprint reserve, processed in accordance with the Agreement.

A Flight Attendant who elects to remain on the charter pursuant to this MOA acknowledges that the charter time change is accepted without Reschedule/Reroute pay under Section 19.F for that change.

## 3. Response Deadline / Default Processing if No Response

- a. The Flight Attendant must respond within forty-eight (48) hours of the Company's initial contact or by the time Open Time closes the first day of the charter operation (1000 Pacific Time two days prior), whichever comes first.
- b. If the affected Flight Attendant does not respond within the timeframe above, the Flight Attendant will be processed in accordance with the Agreement (i.e., removed from the charter, pay protected, and placed on Footprint reserve).

## 4. Subsequent Charter Time Changes

- a. If, after a Flight Attendant has made an election under this MOA, the Company identifies an additional charter time change (a subsequent or second change) within the MOA's applicable timeframe, Crew Scheduling will again follow the same notice, election, and response process set forth in this MOA.
- b. If the Flight Attendant elects to remain on the charter, the Flight Attendant will be considered to have accepted the adjusted charter schedule resulting from that change.
- c. If, following a subsequent charter time change, the Flight Attendant elects removal and placement on Footprint reserve, the Footprint reserve period will be aligned to the adjusted charter schedule most recently accepted by the Flight Attendant.
- d. Any charter time change identified less than two (2) days out will be processed in accordance with the Agreement's Reschedule/Reroute provisions (Section 19.F) and the election process described in this MOA will not apply.

## 5. Replacement Days Off (Section 6.L.)

- a. This section applies only to charter schedule changes that impact a Flight Attendant's scheduled day(s) off; time-only changes that do not impact scheduled day(s) off do not affect the Flight Attendant's rights under Section 6.L.
- b. If a Flight Attendant elects to remain on the charter, the Flight Attendant understands and acknowledges that they are knowingly giving up their right to request a replacement day off pursuant to Section 6.L. for the day(s) off affected by the known change covered by this MOA.
- c. However, once the charter commences, if additional days off become affected, the Flight Attendant(s) will still receive replacement day(s) off pursuant to Section 6.L. of the Agreement.

#### 6. Documentation / Recordkeeping of Contacts and Elections

For purposes of documenting compliance with this process and ensuring continuity between schedulers:

- a. One phone call followed by one e-mail will suffice as attempting to reach the impacted Flight Attendant, and Crew Scheduling will CC Crew Services ([crew.services@allegiantair.com](mailto:crew.services@allegiantair.com)) for recordkeeping and tracking.
- b. These changes and the Flight Attendant's election (or lack of response) will be documented in the CMS comments and included on the pass down if not fully completed/heard back from the crews and will be passed on verbally as well.

#### 7. Reserve Day Off Moves (If Applicable)

Nothing in this MOA prevents Crew Scheduling from processing reserve day-off movements consistent with the Agreement when applicable/available (e.g., where a day off is available to move).

#### 8. Administration / Discretion

Schedulers will follow the Agreement's Reschedule/Reroute process for changes occurring within the operational window (less than two (2) days out), and the option described in this MOA will not be used in that window.

#### 9. Precedent / No-Cite

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 herein. 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.

#### 10. No Waiver

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.

11. Counterparts

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.

**For the Union:**

The Transport Workers Union of America, AFL-CIO

By: 

Its: TWU 577 President

Date: March 10, 2026

**For the Company:**

Allegiant Air, LLC

By: 

Its: VP of Labor

Date: Mach 11, 2026