

TENTATIVE AGREEMENT

BETWEEN
ALLEGiant AIR

&

THE FLIGHT ATTENDANTS
IN THE SERVICE OF
ALLEGiant AIR

AS REPRESENTED BY THE
TRANSPORT WORKERS UNION
OF AMERICA, AFL-CIO

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SECTION 1

PREAMBLE

This Agreement is made and entered into by and between Allegiant Air, L.L.C. (the “Company”), and the Transport Workers Union of America, AFL-CIO (the “Union”) covering those employees employed by the Company in the bargaining unit described and certified by the National Mediation Board in Case No. R-7438 on February 26, 2016.

SECTION 2

DEFINITIONS

Active Flight Attendant - A current and qualified Flight Attendant not on a Leave of Absence or Furlough performing in the service of the Company.

Agreement - This Collective Bargaining Agreement in its entirety, including its Amendments, Letters of Agreement (LOA) or Letters of Understanding (LOU) signed by the parties during the term of the Agreement.

Applicable Base Rate of Pay - The hourly dollar amount paid to a Flight Attendant determined by her/his Departmental Seniority prior to any bonus or premium pay earned.

Augmented Crew (s) - A crew that has more than the minimum number of Flight Attendants required by the airplane type certificate to operate the aircraft to allow a Flight Attendant to be replaced by another qualified Flight Attendant for in-flight rest.

Bid Line - Regular, Mixed, or Reserve lines of time, prepared monthly utilizing a PBS System and awarded or assigned to a Flight Attendant.

Bid Period - A calendar month where Flight Attendants bid for and are awarded or assigned work in the service of the Company, unless otherwise agreed. The Company has the ability to make an exception in January, February and March where each month will be considered a 30 day month by adding January 31 and March 1 to February. Leap year will make February a 31 day month.

Block Time - The recorded time beginning when an aircraft moves for the intention of flight and ends when the aircraft next comes to rest at the ramp blocks, as measured by the Company.

Calendar Year - January 1 through December 31.

CBT - "Computer Based Training" required by the Company.

Charter - A flight that is operated by renting of an entire aircraft as opposed to individual seats.

Crew Scheduling - Part of the Operations Control Center (OCC) responsible for all flight planning/tracking and the scheduling of Crew members.

Company - Allegiant Air, LLC.

Day - The twenty-four hour (24:00) period commencing at 00:00 and ending at 23:59.

Day Off - A Day on a Bid Line in which the Flight Attendant is free of all Duty.

Deadhead - Any approved transportation by ground or air scheduled by the Company for a Flight Attendant where said Flight Attendant is not acting as a required crewmember.

Debrief - 15 minutes after block-in at the end of a Duty Period.

Domicile - Permanent Domiciles and TDY Domiciles.

Domicile Seniority - The Seniority of a Flight Attendant in the domicile where she/he is assigned for the month.

Domicile Vacancy - An available Position in a Domicile in excess of the number of Flight Attendants needed to staff that Domicile.

Duty Period - The time between a Flight Attendant's scheduled report time and actual release time.

Flight Attendant - In accordance with this Agreement, an individual whose name appears on the Allegiant Air Flight Attendant System Seniority List.

Golden Days - Days Off designated by a Flight Attendant assigned to a Reserve Line after Schedules are final, that are immovable by Crew Scheduling.

Junior Assigned (JA) - The procedure used by Crew Scheduling to involuntarily assign a Flight Attendant to Duty on a Day Off, in inverse Seniority order, beginning with the most junior available Flight Attendant.

Jury Duty - The governmental requirement for a Flight Attendant to fulfill her/his civic duty and potentially serve on a jury.

Longevity – The cumulative length of a Flight Attendant's active service with the Company, commencing on the date a Flight Attendant completes initial Flight Attendant training and continuing thereafter in accordance with the terms of this Agreement.

Military Service/ Duty - Service in one of the branches of the Armed Forces of the United States, including the National Guard and Coast Guard.

Minimum Days Off - The number of Days Off required on a Flight Attendants Bid Line during a Bid Period.

Mission Mode - An automated system employed by Crew Scheduling to provide a timely notification for covering any type of flying and/or reserve.

Mixed Line-holder - A work schedule produced by the Company, with planned sequences of trip(s) and reserve period(s) with intervening days off.

Open Time - Pairing(s) that involve a flight duty and/or reserve period that is all or partially uncovered.

Pairings – Segment(s), Training, Deadhead and/or Reserve periods built into a single or multiple day Duty Period(s).

Permanent Domicile – An airport where a Flight Attendant is based.

Positive Contact – Company notification by verbal confirmation either by telephone or in person or electronic acknowledgment by the Flight Attendant in the Company's scheduling system (for the purpose of delay notification, leaving a voicemail, without verbal acknowledgment, constitutes Positive Contact).

[Regular Line – A work schedule produced by the Company with planned sequences of trips and intervening days off.](#)

Required Training - Any training required by the Company or any regulatory agency for a Flight Attendant to remain in her/his position.

Reschedule/Reroute - An involuntary change to a Flight Attendant's scheduled Duty on a scheduled work day(s).

Reserve Call-Out Period - A scheduled period of time in a Flight Attendants Bid Line in which a flight attendant is obligated to remain available to the Company for the purpose of being assigned a trip Pairing or any additional Duty.

Reserve Line Holder – A [Flight Attendant with a](#) work schedule produced by the Company with reserve periods and [intervening](#) days off.

Rest Period - The time when a Flight Attendant is free from all duty with the Company.

R.O.N. - Means "Remain Over Night". When using R.O.N. in the Agreement, it is the period of time scheduled for a Flight Attendant to receive rest in a designated rest facility, when on Company business away from her/his Domicile.

Scheduled Rest Period - Provisions set forth in this Agreement or by the FAA that requires the Company to provide a Flight Attendant scheduled periods of duty off time between duties in her/his Bid Line.

Segments - A Flight or Deadhead that is identified by number and scheduled within a Trip Pairing.

Seniority List - The Allegiant Air Flight Attendant Seniority List.

Temporary Duty Assignment (TDY) - A pre-identified need to have Flight Attendants work in another base for a communicated period of time.

Union - The Transport Workers Union of America, AFL-CIO.

SECTION 3
RECOGNITION

In accordance with the certification dated February 26, 2016 by the National Mediation Board, the Company hereby recognizes the Transport Workers Union of America, AFL-CIO, under the provisions of the Railway Labor Act, as amended, as the duly designated and authorized representative of the Flight Attendants in the employ of the Company. The Company recognizes the Union as the exclusive and sole collective bargaining agent for all Flight Attendants.

SECTION 4

STATUS OF AGREEMENT

This Agreement when accepted by the parties and signed by their authorized representatives will supersede any and all agreements existing or previously executed between the Company and any union or individual affecting the employees covered hereunder.

SECTION 5**SCOPE OF AGREEMENT**

- A.** This Agreement shall be applicable to all Flight Attendants employed by the Company ~~who are employed within the United States and its territories.~~
- B.** Flight Attendants covered by this Agreement shall be governed by all Company rules, regulations and orders previously or hereafter issued by proper authorities of the Company which are not in conflict with the terms and conditions of this Agreement and which have been made available to the affected employees and the Union prior to becoming effective. The Union shall be advised of any material changes in rules, regulations, or orders governing Flight Attendants at least seven (7) working days before such rules, regulations, or orders become effective, unless the parties mutually agree to a shorter advance notification period. This seven (7) working-day requirement will not apply where the Company is required by law to make immediate changes or in other emergency circumstances.
- C.** The right to manage and direct the working forces, subject to the provisions of this Agreement, is vested in and retained by the Company.
- D.** This Agreement will be binding upon the parties hereto, their successors, administrators, executors, and assigns.
- E. MERGER, PURCHASE, OR ACQUISITION OF ANOTHER COMPANY**
1. In the event of a merger, purchase, or acquisition by the Company of another company, involving that entire company or a substantial portion of that company, the Union and the Company will meet to discuss the impact of the merger, purchase, or acquisition, if any, upon Union-represented Employees. The Company will provide the Union with information concerning the proposed merger, purchase, or acquisition reasonably in advance of meeting, subject to Securities and Exchange Commission (SEC) and other applicable laws and regulations, to allow the Union to prepare for these discussions. No confidential business information shall be disclosed unless the Union agrees to suitable arrangements to protect the confidentiality and use of such information.
 2. In the event the merger, purchase, or acquisition results in the integration of the Flight Attendant Seniority List of the Company with the Flight Attendant seniority list of the other company, the integration of the respective Flight Attendant groups will be governed by the McCaskill-Bond Amendment to the Consolidated Appropriations Act of 2008. Such integration shall occur in a fair and equitable manner in accordance with the law. Any arbitration required to integrate the Flight Attendant seniority lists

pursuant to McCaskill-Bond shall begin no later than six (6) months after the effective date of the merger, purchase, or acquisition.

3. The provisions of this Section shall not apply to the Company's purchase of another airline or the assets of another airline that does not result in the integration of Flight Attendants.

F. MERGER, PURCHASE, OR ACQUISITION BY ANOTHER COMPANY

1. In the event of a merger, purchase, or acquisition of the Company by another company, the Union and the Company will meet to discuss the impact upon Union-represented Employees of the merger, purchase, or acquisition. The Company will provide the Union with information concerning the proposed merger, purchase, or acquisition reasonably in advance of meeting, subject to SEC and other applicable laws and regulations, to allow the Union to prepare for these discussions. No confidential business information shall be disclosed unless the Union agrees to suitable arrangements to protect the confidentiality and use of such information.
2. In the event of a merger, purchase, or acquisition of the Company by another company in which operational integration of Flight Attendants will occur, the integration of the respective Flight Attendant groups will be governed by the McCaskill-Bond Amendment to the Consolidated Appropriations Act of 2008. Such integration shall occur in a fair and equitable manner in accordance with the law. The Flight Attendant employee groups will remain separate until such time as the seniority lists are integrated in accordance with this paragraph.

G. EXPEDITED ARBITRATION

Except as provided in paragraph E.2., above, the Company and the Union agree to arbitrate on an expedited basis any grievance alleging a violation of paragraphs E or F of this Section.

SECTION 6
COMPENSATION

A. Pay Rates

The “Years” described below refer to the years of service held by the Flight Attendant as of the Date of Signing (DOS) (i.e. New Contract Date) (i.e., DOS). The pay rates below will become effective the 1st day of the calendar month following DOS. Pay rate adjustments will occur on the first day of the Flight Attendant’s anniversary month.

Wage Rate	Current	DOS	DOS +1 Yr	DOS +2 Yrs	DOS +3 Yrs	DOS +4 Yrs
Year 1	\$20.00	\$22.25	\$22.48	\$22.70	\$22.92	\$23.15
Year 2	\$25.50	\$28.75	\$29.04	\$29.33	\$29.63	\$29.92
Year 3	\$26.73	\$30.10	\$30.40	\$30.70	\$31.02	\$31.33
Year 4	\$28.05	\$31.75	\$32.06	\$32.39	\$32.71	\$33.04
Year 5	\$29.49	\$34.00	\$34.34	\$34.68	\$35.03	\$35.38
Year 6	\$30.34	\$34.90	\$35.24	\$35.59	\$36.11	\$36.47
Year 7	\$31.10	\$35.90	\$36.26	\$36.62	\$37.15	\$37.52
Year 8	\$31.88	\$36.50	\$37.22	\$37.97	\$39.10	\$39.50
Year 9	\$33.29	\$38.00	\$38.76	\$39.54	\$40.72	\$41.12
Year 10	\$34.13	\$39.15	\$39.93	\$40.73	\$41.95	\$42.37
Year 11	\$34.13	\$41.05	\$41.87	\$42.70	\$43.98	\$44.42
Year 12	\$34.13	\$41.90	\$42.74	\$43.59	\$44.90	\$45.35

Wage Rate	DOS	DOS +1 Yr	DOS +2 Yrs	DOS +3 Yrs	DOS +4 Yrs	DOS +5 Yrs
Year 1	\$22.00	\$22.22	\$22.44	\$22.67	\$22.89	\$23.12
Year 2	\$27.05	\$27.32	\$27.59	\$27.87	\$28.15	\$28.43
Year 3	\$28.35	\$28.63	\$28.92	\$29.21	\$29.50	\$29.80
Year 4	\$29.75	\$30.05	\$30.35	\$30.65	\$30.96	\$31.27
Year 5	\$31.25	\$31.56	\$31.88	\$32.20	\$32.52	\$32.84

Year 6	\$32.15	\$32.47	\$32.80	\$33.12	\$33.46	\$33.79
Year 7	\$34.20	\$34.54	\$34.89	\$35.24	\$35.59	\$35.94
Year 8	\$35.10	\$35.45	\$35.81	\$36.16	\$36.53	\$36.89
Year 9	\$35.95	\$36.31	\$36.67	\$37.04	\$37.41	\$37.78
Year 10	\$36.85	\$37.22	\$37.59	\$37.97	\$38.35	\$38.73
Year 11	\$37.70	\$38.08	\$38.46	\$38.84	\$39.23	\$39.62
Year 12	\$38.60	\$38.99	\$39.38	\$39.77	\$40.17	\$40.57

B. Commission

~~The Company will pay each Flight Attendant crew 8 percent (8%) commission based on gross sales (excluding flat rate items). Flight Attendants with an augmented crew complement shall receive a 10% commission.~~

~~Flight Attendants will receive a separate commission for flat rate items (e.g., Blue Man, shuttle, tours, etc).~~

C. Charter Pay

~~Flight Attendants working Charters shall receive an additional \$1.00 per block hour excluding deadheads and ferry flights.~~

D. Deadhead Pay

~~A Flight Attendant who deadheads at the Company request shall be paid \$20.00 per hour.~~

A Flight Attendant who deadheads (surface or air) at the Company's request shall be paid at \$20.00 per hour. Deadheads will be paid on a segment-by-segment basis. Deadhead movements on Allegiant aircraft will be paid based on scheduled or actual time, whichever is greater. Deadhead movements on the surface or other means (e.g. other airline) will be paid based on scheduled time.

E. Initial Training Pay

Each New Hire Flight Attendant shall only receive \$24.00 an hour per diem during the initial training period (i.e. Pay Rates begin after graduation).

F. Required Training

~~A Flight Attendant shall be paid \$80 for each day of required classroom training. During the Flight Attendant's annual recurrent training month, the Flight~~

~~Attendant will receive an incremental \$40 for completion of required computer-based training (CBT) associated specifically with recurrent training, and an additional \$40 in recognition of any other required CBT that may be required on an annual basis.~~

A Flight Attendant shall be paid \$80 for each day of required classroom training.

A Flight Attendant shall receive payment of \$120 for completion of required computer-based training (CBT) associated with continuing qualification and any additional CBT assigned during the year. This payment will be made in the month they are paid for continuing qualification (i.e., If you attend CQ in May, training and CBT pay will be paid on the June 15th paycheck).

G. Mandatory Meetings

Any Flight Attendant pulled from a trip to attend a mandatory meeting will be pay protected for the value of the trip. A Flight Attendant required to attend a meeting before or after a scheduled trip will have her/his duty day extended to reflect the time spent in the meeting.

H. Bonus Flight HoursPay

Each block hour flown or pay protected above ~~97~~8 will be paid at 1.3 times the applicable base rate of pay.

I. Premium Pay (Mission Mode)

When the Company determines that a day or series of days represent a critical operational period, it may, at its discretion offer premium pay for trips flown or reserve periods awarded on those days as follows:

1. If a Flight Attendant accepts and works a mission mode assignment, she/he will be paid at 1.5 times the applicable base rate of pay. Trips Flown
 - ~~i. Block hours flown > 98 = at 1.6 times the applicable base rate of pay.~~
 - ~~ii. Block hours flown 98 or < = at 1.3 times the applicable base rate of pay.~~
2. For reserve periods awarded under this paragraph, a Flight Attendant will be paid 3.5 hours at 1.~~5~~6 times the applicable base rate of pay. If a Flight Attendant is assigned a trip during the reserve period, she/he will be paid the greater of 3.5 hours at 1.~~5~~6 times the applicable base rate of pay or the value of the trip as calculated in paragraph 1. (Trips Flown) above.

J. Alcohol/Drug Testing

If a Flight Attendant is selected for random drug/alcohol testing prior to the start of a trip, the Flight Attendant will be pulled from her/his scheduled trip and pay protected for the entire value of the trip. A Reserve Flight Attendant selected for random drug/alcohol testing shall be released from her/his duty day once the drug/alcohol test has been completed. If a Flight Attendant is notified of a random drug/alcohol test at the completion of a trip, the Flight Attendant's rest period will not be considered to begin until she/he leaves the drug/alcohol testing facility. If the drug/alcohol testing would affect the Flight Attendant's required rest, the Flight Attendant must inform Crew Scheduling at the time she/he leaves the testing facility. The Company will have the right to verify the time that the Flight Attendant left the testing facility.

K. Junior Assignment (JA)

A Flight Attendant who is called as a JA and flies as such shall receive 1.3 times the applicable base rate of pay above guarantee for all trips flown as a JA.

L. Bonus/Profit Sharing

If the Board of Directors authorizes a company bonus or profit sharing program, Flight Attendants will be included.

M. Working Into A Day Off

~~If a Flight Attendant is required to work past 2 am into her/his day off, she/he must receive a replacement pay protected day off. The replacement day shall be agreed upon by the Flight Attendant and Crew Scheduling.~~

If a Flight Attendant is required to work past 2 am into her/his day off, she/he must receive a replacement pay protected day off, as follows:

The Flight Attendant shall provide Crew Scheduling three day off options, to occur within her/his awarded schedule. If Crew Scheduling is able to grant one of the three day off options, the Flight Attendant shall be pay protected for the higher of the dropped trip or any subsequent trip that is picked up; however, if Crew Scheduling is unable to grant one of the three day off options, Crew Scheduling shall select the day off and the Flight Attendant shall be pay protected for the dropped trip and any subsequent trip picked up on that day shall be paid in addition to that pay protected amount.

N. Minimum Pay

1. For each duty period in a flown trip, Flight Attendants will be paid flight hours scheduled or flown, or a minimum of 0.5 block hours for each hour on duty, whichever is greater.

4.2. A Flight Attendant shall be credited for the scheduled block time of the trip assigned or the actual time flown, whichever is greater. This concept is applied to the entire duty period, not individual flights in the duty period. When part of a trip is removed and pay protected, the total trip value is pay protected (i.e. you would not apply “scheduled or better” for actual trips flown plus the pay protect portion of the trip).

O. Minimum Guarantee

The minimum bid period pay for all full-time Flight Attendants shall be seventy-five (75) hours.

SECTION 7

RETIREMENT BENEFITS

401 (k) Retirement Benefits

Flight Attendants (including Part Time Flight Attendants) are eligible to participate in the current Company 401(k) Retirement Plan. The terms of the Company match will not change for employees covered by this Agreement until amended pursuant to the Railway Labor Act. The Company match is 100% on the first 3% of the employee's contribution and 50% on the next 2% of the employee's contribution (an employee contribution of 5% will receive the benefit of a 4% Company match). ~~plan are subject to change at the Company's discretion.~~

Retiree Flight Privileges

Flight Attendants will participate in the Allegiant Retirement Flight Privileges program on the same terms and conditions as other employees.

SECTION 8
INSURANCE

A Flight Attendant may elect to participate on behalf of her/himself and any eligible dependents in any life, disability and/or comprehensive health insurance plan, including medical, prescription, dental and vision coverage, offered to employees by the Company, and shall also be eligible for any payment offered to other employees in lieu of participation in a Company benefit plan.

SECTION 9 EXPENSES

A. Per Diem

A Flight Attendant shall receive an hourly per diem allowance of \$2.00 per hour for both trips that return back to domicile in the same day and for overnight trips out of domicile. A Flight Attendant's per diem will start at the time of required check-in and end after she/he is released in domicile.

B. Hotels

1. The Company shall provide suitable hotel accommodations for each Flight Attendant.
2. Layover hotel rooms for Flight Attendants shall not be located on the ground floor of the hotel, and shall open to an indoor corridor.
3. No Flight Attendant shall be required to share a hotel room on a scheduled overnight, or on an unscheduled overnight if single rooms are available.
4. For TDY assignments longer than two days, hotel rooms will include a microwave and refrigerator.
5. Nothing in this paragraph B (Hotels) shall prevent the Company from providing TDY accommodations with shared living space, so long as each Flight Attendant has a private bedroom and bathroom.
6. When a Flight Attendant is scheduled for or it appears there will be an anticipated break in flying of six (6) hours or more at a location other than their Domicile, the Flight Attendant will be provided with a hotel room if requested and available.

SECTION 10**MEDICAL EXAMINATIONS**

- A. In order to provide the highest degree of safety possible for our employees and customers, it is a Company requirement that all Flight Attendants be fit for duty when performing their job responsibilities.
- B. "Fit for duty" means that a Flight Attendant is able to safely and effectively perform her/his job, unimpaired by factors such as illness, personal problems, medication, alcohol or drugs.
- C. When the Company has a reasonable concern regarding a Flight Attendant's fitness for duty, an immediate medical fitness evaluation (including a drug and/or alcohol test) may be required. A Flight Attendant required to undergo a medical fitness evaluation will be removed from duty, and remain off duty until the evaluation has been completed. While the examination is pending, she/he will be paid for actual hours flown or the minimum monthly guarantee, whichever is greater. If a Flight Attendant is scheduled for, and thereafter cancels, reschedules or no shows a fitness evaluation, she/he will be removed from pay status until the examination can be completed and findings reported. The Company, Union and Flight Attendant will complete this process as expeditiously as possible.
- D. If a Flight Attendant is determined to be unfit for duty following a medical fitness evaluation, the Flight Attendant will no longer be pay protected. Within fifteen (15) calendar days of the date the Company Flight Surgeon presents the Flight Attendant with her/his findings, the Flight Attendant may employ a qualified medical examiner of her/his own choosing and at her/his own expense for the purpose of conducting a medical examination for the same purpose as the medical examination made by the medical examiner employed by the Company. The Flight Attendant may use accrued Sick time while appealing the decision.
1. A copy of the findings of the medical examiner chosen by the Flight Attendant shall be furnished to the Company within fifteen (15) calendar days following the examination, and in the event that such findings verify the findings of the medical examiner employed by the Company, no further medical review of the case shall be afforded.
 2. In the event that the findings of the medical examiner chosen by the Flight Attendant disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the Flight Attendant, ask that the two (2) medical examiners agree upon and appoint a third qualified and disinterested Flight Surgeon, for the purpose of making

a further medical examination of the employee. The Flight Attendant must submit the written request within seven (7) calendar days from the date her/his medical examiner's report is furnished to the Company and the Flight Attendant. The Company will then have seven (7) calendar days to ask the two (2) medical examiners to appoint the third qualified and disinterested Flight Surgeon. The Company will notify the Flight Attendant in writing when the two (2) medical examiners have been contacted. The third qualified and disinterested Flight Surgeon will be agreed upon as expeditiously as possible.

3. Such three (3) doctors, one (1) representing the Company, one (1) representing the Flight Attendant affected, one (1) disinterested doctor approved by the Company doctor and the Flight Attendant's doctor, shall constitute a board of three (3), the majority vote of which shall decide the case. The board of three (3) will render their decision as expeditiously as possible. The Flight Attendant and the Company will be provided a copy of the board's decision as soon as possible after the decision is rendered with verified receipt of delivery.
 4. The expense of employing the disinterested Flight Surgeon shall be borne equally by the Company and the Flight Attendant. Copies of such Flight Surgeon's report shall be furnished to the Company and to the employee.
 5. If the board of three (3) determines that the Flight Attendant is fit for duty, the Company will restore any Sick time used by the Flight Attendant.
- E. Medical records and reports, if any, received pursuant to a medical fitness evaluation conducted hereunder shall be kept confidential unless disclosure is necessary to allow immediate medical treatment, or to advise a manager of the need for reasonable and necessary accommodations. Such records will be retained in People Services, and shall not be part of work location personnel files.

SECTION 11**LEAVES OF ABSENCE****A. Family and Medical Leave Act (FMLA)**

1. FMLA is a Federal Law passed in 1993. Amendments to the law provide specific eligibility requirements for flight crew members.
2. FMLA is an unpaid leave for family and medical reasons during a 12-month rolling year, meaning that eligibility will be calculated by counting back one year from the date the leave starts.
3. An eligible Flight Attendant will be granted leave in accordance with the law for any of the following reasons:
 - i. For incapacity associated with pregnancy, prenatal medical care, or childbirth and care of the newborn child of the Flight Attendant;
 - ii. For placement with the Flight Attendant of a son or daughter for adoption or foster care;
 - iii. To care for an immediate family member (spouse, child, or parent) with a serious health condition; or
 - iv. To take medical leave when the Flight Attendant is unable to work because of a serious health condition.
 - v. Military cases as detailed in paragraphs B. and C, below
4. Specifically, a Flight Attendant is eligible to take FMLA leave after one year of employment if she or he has worked or been paid (not including Sick and Vacation) for 60 percent of the applicable monthly pay guarantee, or the equivalent amount annualized over the preceding 12-month period.
5. Part-time Flight Attendants can qualify for FMLA if during the prior twelve months they have met flight crewmember requirements.
6. A husband and wife who are both employed by Allegiant and who are eligible for FMLA will be allowed a combined total of twelve (12) weeks leave during any twelve (12) month period if the leave is taken to care for a parent who has a serious health condition, for the birth and subsequent care of the employee's newborn child, or following the placement of a child with the employee for adoption or foster care.

7. Working for another company while on FMLA from Allegiant is not permitted unless expressly approved by the Company.
8. Flight Attendants on leave cannot work for another Allegiant Flight Attendant in a shift-trade or trip-trade.
9. A Flight Attendant wishing to apply for FMLA leave must comply with the Company procedure.

B. FMLA Family Military Leave

1. FMLA regulations include two types of military family leave. They are referred to as “qualifying exigency leave” and “military caregiver leave.” The eligibility requirements are the same as any qualifying reason to take FMLA unpaid leave.
2. Flight Attendants wishing to apply for FMLA Family Military Leave must provide notice as soon as practicable (within the same day or business day). When the need for leave is unforeseeable, they must comply with normal call-in procedures for absences due to unusual circumstances.
3. The Flight Attendant must supply a copy of the covered military member’s active duty orders or other documentation issued by the military indicating that the member is on active duty or has been called to active duty status. The paperwork must specify the dates of the active duty service.
4. Exigency leave may be taken if a Flight Attendant’s spouse, son, daughter, or parent is on “active duty” or “call to active duty status”. In-laws are not included. Qualifying exigencies include:
 - i. Short notice deployment (seven (7) days or less notice).
 - ii. Military events and related activities (ceremonies, programs, events sponsored by the military or family support programs, informational briefings).
 - iii. Childcare and related activities arising from the active duty or call to active duty status of a covered military member.
 - iv. Making or updating financial and legal arrangements.
 - v. Counseling for the covered military member, or the child of the covered military member.

- vi. Up to five (5) days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment.
 - vii. Post deployment activities including arrival ceremonies, reintegration briefings and events, other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status and addressing issues arising from the death of a covered military member.
5. Military Caregiver Leave is available to an eligible Flight Attendant whose spouse, son, daughter, or parent is a covered service member with a qualifying illness or injury, or an eligible Flight Attendant who is the next of kin to a covered service member with a serious injury or illness. In-laws are not included. This leave extends to members of both the Regular Armed Forces and the National Guard or Reserves.
- i. An eligible Flight Attendant is entitled to take up to 26 workweeks of leave during a "single 12-month period" to care for a seriously injured or ill covered service member.
 - ii. Unused weeks of military caregiver leave cannot be carried over. Military caregiver leave does not apply to former members, including retired members of the Regular Armed Forces, the National Guard, or the Reserves on the permanent disability retired list; however, it does cover those on the temporary disability retired list.
 - iii. Military caregiver leave is a "per-member, per-injury" entitlement.

C. Military Leave – Call to Active Duty

- 1. The Company grants Military Leave (ML) to any Flight Attendant called for required military active duty service.
- 2. A Flight Attendant called to military service must contact her/his manager/director and the designated agent of the company. If the military leave is longer than 30 days, the Flight Attendant must also provide a copy of her/his orders with the leave form.
- 3. Flight Attendants approved for a ML are not required to use accrued Sick or Vacation time. While on Military Leave, Flight Attendants retain their travel privileges.
- 4. For military leaves of more than 30 days, the Flight Attendant should provide 30 days' notice of her/his return to work when possible.

D. Jury/Witness Duty Leave

A Flight Attendant required to serve jury duty or appear as a witness in a state or federal court proceeding will be paid for actual hours flown or the minimum monthly guarantee, whichever is greater. Any incidental compensation received for jury duty service may be retained by the employee.

1. Upon receipt of a jury/witness summons, a Flight Attendant must immediately contact her or his supervisor or the designated agent for the Company to request the leave. When the Flight Attendant has confirmed that she or he will have to appear for court, she/he must also provide the following:
 - i. Date of first day of jury/witness duty.
 - ii. Name and location of court where service will occur.
2. Flight Attendants regularly scheduled to work on Saturday, Sunday or a Holiday are expected to work on those days, even if they are assigned to jury/witness duty during the week.
3. A Flight Attendant who is required to appear in court for her or his own alleged violation or for personal reasons will not be compensated for any hours lost due to the court appearance.

E. General

1. A Flight Attendant will receive a seven (7) consecutive calendar day leave with pay immediately following the incident if she/he is subjected to a hijacking, sabotage, act of terrorism, or war, or is involved in an aircraft accident requiring emergency evacuation where the slide is deployed. If more time is needed, the Flight Attendant may request a personal leave.
2. Unless otherwise provided in this Section, Sick and Vacation during a Flight Attendant's leave of absence will be governed by Section 13, Sick and Section 12, Vacation

3. Failure of a Flight Attendant to return to active service at the end of any leave of absence or extension thereof shall be deemed a voluntary termination of employment.
4. Seniority will continue to accrue throughout the duration of all approved leaves.
5. Travel is in effect for the first 30 days of all leaves. After 30 days, travel must be requested through Flight Attendant's manager/director and is subject to approval.

F. Company Convenience Leave (CCL)

When the Company is in an overstaffed situation, Company leaves may be offered to reduce the number of Flight Attendants. These leaves may vary in duration based on the Company's staffing requirements. Seniority by Domicile will be utilized in considering CCL's and will continue to accrue throughout the leave. At the time a Flight Attendant requests a CCL, she/he will be given a copy of the current CCL policy and be required to sign an Agreement stipulating to those provisions.

G. Personal Leave of Absence

With the Company's permission and at its discretion, a Flight Attendant may be granted a leave of absence for compelling personal or medical reasons. The Leave Request must be initiated as specified by the Company.

1. Ordinarily personal leave will be granted for a period not exceeding 90 days, but may be extended by the Company.
2. Personal leaves must be approved by the Flight Attendant's manager/director and People Services prior to taking the leave.
3. Personal leaves may not be granted for reasons such as taking other employment or for taking an extended vacation.
4. Sick time must be taken during a Personal Leave of Absence that is medical in nature for a Flight Attendant's own personal illness or injury, or to care for an ill or injured dependent minor child. The leave will be unpaid after Sick time is exhausted. A Personal Leave of Absence that does not meet the criteria in this paragraph will be unpaid.
5. A Flight Attendant who begins a leave mid-month shall have her/his health insurance coverage continued contingent upon payment of her/his portion

of the premium. A Flight Attendant who enters a month on an unpaid leave and who continues on leave for the entire month may continue her/his health insurance coverage through payment of the total premium.

6. Flight Attendants will need to contact their manager/director and the Company's designated agent at least one calendar week prior to returning from a personal leave.

H. Bereavement Leave

Flight Attendants are granted a paid [\(pay protected\)](#) leave of absence of five (5) calendar days to attend funeral services of an immediate family member. For time taken beyond five (5) calendar days, the Flight Attendant may use accrued Sick time or take unpaid time off with the approval of her/his manager. [The Company will not unreasonably deny a Flight Attendant's request for additional leave.](#) Immediate family members include: spouse, domestic partner, children, children or parents of domestic partner, parents, siblings, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, stepparents, step grandparents, and stepchildren. Proof of qualifying event may be required.

SECTION 12

VACATION

A. Vacation

1. Vacation Grant

Longevity	Vacation Days
1 st —2 nd year	7 days
2 nd - 4 th 3 rd —6 th -year	14 days
5 th - 8 th 7 th —10 th -year	21 days
9 th 11 th -year and thereafter	28 days

Note: Vacation days do not carryover or accrue from year to year.

Note: Longevity years are as of the start of the year, not years completed (same as pay longevity), with the exception of new hire Flight Attendant vacation described below.

Flight Attendants returning from leave after the grant period shall be granted vacation days prorated as follows: Longevity Vacation Days ÷ 12 x full calendar months remaining in the year.

2. Annual Vacation Bid

- a. Each week of vacation shall consist of a block of seven (7) consecutive days scheduled free from duty.
- b. Flight Attendants shall bid on a block(s) of vacation. Each individual block of vacation shall begin on a Sunday and end on the following Saturday.
- c. A vacation week is worth twenty (20) hours at a Flight Attendant's Applicable Base Rate of Pay.
- d. The vacation blocks will be awarded in seniority order by Domicile.
- e. Flight Attendants will be allowed to bid the amount of vacation blocks that total the number of vacation days, commensurate to her/his longevity on December 31st in the same year of the October 31st vacation bid award.

- f. The annual vacation bid period shall open October 1st and shall close on October 21st of each year. All final annual vacation bids shall be awarded no later than October 31st of each year.
 - g. The Company shall make available, enough vacation blocks for each Flight Attendant on the seniority list, to utilize her/his full vacation grant.
3. Failure to Bid or Not Enough Bid choices
- a. A Flight Attendant who fails to bid or has not provided enough bid choices, will be allowed to select vacation from the remaining blocks on a first come first serve basis at any time from the final vacation bid awards until November 30th of the calendar year in which the vacation bid took place.
 - b. If a Flight Attendant does not bid vacation by November 30th, she/he will be assigned vacation for the following year, no later than December 31st.
4. New Hire Flight Attendant Vacation
- a. A Flight Attendant with a hire date after December 31st and before June 1st, will be allowed, following her/his graduation date, to select on a first-come, first-serve basis, a vacation block from the remaining vacation blocks, from the graduation date through the end of the calendar year.
 - b. Should no vacation blocks remain, the Company shall assign a vacation during the remainder of that year or choose to payout any unused vacation days if one cannot be awarded.
 - d. Flight Attendants hired after June 1st shall bid during the Annual Vacation Bid for the following year.
 - e. Flight Attendants hired after October 10th will be allowed to bid for vacation for the following year, after the October 31st final vacation blocks are awarded.
 - f. A new hire Flight Attendant bidding after October 31st, upon completion of graduation, will be allowed to select on a first-come, first-serve basis, vacation from the remaining vacation blocks for the following year, or current year if her/his graduation occurs within the same year.

5. Vacation Trades
 - a. Flight Attendants may trade a vacation block(s) with posted open vacation blocks.
 - b. A Flight Attendant may slide a Vacation block(s) forward or backward two (2) days. Vacation slides must be requested by the end of the month prior to the bid period opening (e.g., Vacations for May must be submitted by March 31st).
6. Picking Up of Trips While on Vacation
 - a. A Flight Attendant may pick up trips from Open Time during her/his vacation block in accordance with Section 19, Scheduling and Bidding.
 - b. If a Flight Attendant calls out sick for a trip picked up from Open Time in accordance with Paragraph 6.a. directly above, the Flight Attendant will not be paid sick leave.
7. Vacation Cancellation
 - a. The Company may cancel vacation in the event of a change in base, involuntary TDY, or due to operational need.
 - b. In the event of a voluntary TDY, a Flight Attendant will forfeit a previously awarded vacation that conflicts with her/his TDY assignment.
 - c. If a vacation is cancelled, the Flight Attendant shall be allowed to either select from the remaining vacation blocks in the calendar year or be paid out the value of the vacation week cancelled.
 - ~~e.d.~~ Should the Company cancel a vacation due to operational need, the Company shall reimburse the Flight Attendant for any deposits or advance payment made for the vacation upon receipts being submitted to the Company (less any payments made to the Flight Attendant from any travel or related insurance purchased for the vacation). Nothing shall preclude the Company from attempting to have deposits or advance payments refunded to the Company by directly contacting the Company with which the deposits or advance payments were made.
8. Separation of Employment
 - a. Should a Flight Attendant separate from the Company, and their vacation for the current year has not been used, the Company shall pay the Flight Attendant the remaining unused vacation days.

b. The Company shall pay the Flight Attendant, on their final pay check, in the amount of 2.85 hours multiplied by days not used at her/his current rate of pay.

9. Part-time Flight Attendants

- a. Flight Attendants in a Part-time status at the time of the vacation grant and vacation bidding process shall not be granted vacation, nor will the Flight Attendant be permitted to bid for a vacation block(s).
- b. Full-time Flight Attendants granted vacation prior to a change in status to a Part-time Flight Attendant will be paid out the value of their vacation, and they will not be permitted to take vacation previously bid for and awarded.

10. Vacation Flex Days Option

a. If a Flight Attendant is eligible for fourteen (14) or more days of vacation at the time of the vacation bid period, she/he can elect to take a maximum of seven (7) days as flex days. These seven (7) flex days can be used by a Flight Attendant to request a day off after the monthly bid awards.

b. Requests for a flex day off must be submitted via the Crew Portal and will be awarded on a first-come, first-serve basis after the monthly bid awards, provided there is an excess of the required reserve complement.

c. Flight Attendants awarded a flex day off will be paid 2.85 hours which is the value of a vacation day.

d. At the end of the year, any unused flex vacation days will be paid out to the Flight Attendant at her/his currently hourly rate of pay.

SECTION 13**SICK LEAVE****A. Sick Leave Accrual**

1. A Flight Attendant shall accrue ~~four~~^{three} (4~~3~~³) hours overall of Sick Leave for each full calendar month of active service with the Company to a maximum of ~~450~~³⁰⁰ hours. A Flight Attendant must be on active status and available to the Company for a minimum of fifteen (15) days during a month in order to accrue Sick Leave.
2. The Company shall maintain and provide sick bank accrual records to Flight Attendants on a monthly basis.
3. A new hire Flight Attendant shall begin accruing Sick Leave for deposit into her/his Sick Bank on the first of the month following the Flight Attendant's graduation date.

B. Accrual While on Leave or Furlough

1. For block leaves of absence or furlough thirty (30) days or more in duration, a Flight Attendant will accrue sick leave for only the first thirty (30) days that a Flight Attendant is on a leave of absence or on furlough.
2. A Flight Attendant shall retain, but not accrue, Sick Leave while on furlough or leave of absence except as otherwise provided in this Agreement.

C. Use of Accrued Sick Leave

1. When a Flight Attendant loses hours due to her or his own personal illness or injury, or to care for an ill or injured dependent minor child, she or he will be credited and her or his Sick Bank shall be deducted as follows:
 - i. When a Flight Attendant, other than a Reserve Flight Attendant, loses hours she or he will be credited with the scheduled time of the trip(s) lost to the extent she or he has accrued Sick Leave. A Flight Attendant absent for a full month who has not been awarded or assigned a monthly schedule will be credited with the minimum monthly guarantee to the extent that she or he has available Sick Bank hours. An amount equivalent to the credited hours will be deducted from the Flight Attendant's Sick Bank.
 - ii. A Reserve Flight Attendant shall be credited with three and one half (3.5) hours for each day of scheduled Reserve duty missed to the extent she or he has accrued Sick Leave. A Reserve Flight Attendant absent for

a full month will be credited with the minimum monthly guarantee to the extent that she or he has available Sick Bank hours. An amount equivalent to the credited hours will be deducted from the Flight Attendant's Sick Bank.

iii. If a Flight Attendant does not have sufficient hours in her or his Sick Bank to cover the value of hours lost, she or he will be paid only to the extent that she or he has available Sick Bank hours and her or his bid line guarantee will be adjusted accordingly.

2. A Flight Attendant on Family Medical Leave (FMLA) shall use accrued Sick Leave to the extent that she or he has available Sick Bank hours. She or he will be credited and her or his Sick Bank shall be deducted as described above.

3. A Flight Attendant on Workers' Compensation Leave may use her or his accrued Sick Leave to supplement Workers' Compensation benefits up to the value of the flight attendant's minimum guarantee at her/his current rate of pay.

D. Termination of Employment

Unless otherwise required by law, upon voluntary/involuntary termination of employment, retirement, or death, Flight Attendants (or their estate) will not receive payment for accrued, but unused, Sick Leave.

SECTION 14
ON THE JOB INJURY

A. On the Job Injuries (Workers' Compensation)

1. Flight Attendants must report any on-the-job injury to a supervisor or manager/director immediately, regardless of whether medical attention is required. An Employee Injury Report must be completed and submitted as soon as possible after an injury.
2. State law will determine whether an individual claim is compensable.
3. Drug testing may be required when a Flight Attendant seeks medical attention for a work-related injury or accident.
4. Flight Attendants are required to attend all scheduled doctor appointments related to the on-the-job injury, and to provide any resulting opinions and/or reports to her/his supervisor within twenty-four (24) hours of receipt. A Flight Attendant remains responsible for payment of her/his portion of medical insurance premiums, life insurance premiums, and any other applicable payroll deductions while off work due to an on-the-job injury. If a Flight Attendant fails to pay such premiums, insurance may be terminated.
5. A Flight Attendant who suffers an on-the-job injury away from her or his base will be provided with positive space travel back to base or the Allegiant station closest to her/his residence.
6. Waiting Period
 - i. A Flight Attendant may request payment for all time lost during an applicable waiting period from her/his Sick bank.
 - ii. In cases where applicable laws/regulations provide for retroactive compensation payments back to the first day of injury and the Flight Attendant has been paid pursuant to paragraph 6.i. above, the amount of compensation payments covering the waiting period will be deducted from the Flight Attendant's pay and restored to her/his Sick bank.
7. Pay Beyond Waiting Period
 - i. If the absence due to an on-the-job injury continues beyond the waiting period, the Flight Attendant may elect:
 - a. to use Sick time to the extent of her/his accrual in order to receive full pay in conjunction with any applicable workers' compensation benefits covering the same period of absence, or;

- b. to receive workers' compensation benefits only.

B. General

An on-duty Flight Attendant who is the victim of assault by a passenger will have the full cooperation of the Company in criminal charges brought against the passenger by appropriate authorities. It may be necessary for the Flight Attendant to meet with law enforcement authorities and appear as a witness in criminal proceedings. Flight Attendants in that situation will be pulled from the necessary trips with pay. A Flight Attendant requiring such time off will provide the Company with as much advance notice as possible.

SECTION 15
HEALTH AND SAFETY

- A. Flight Attendants will be provided safe equipment, working areas, and working conditions.
- B. Upon request, the Union will be provided in a timely manner with copies of all Flight Attendant reports of job-related injuries or illnesses filed through the Company's designated reporting system.
- C. The Company will continue to meet or exceed all Federal Aviation Regulations (FARs) pertaining to cabin air quality and noise levels applicable to aircraft operated by the company. Flight Attendants may use noise cancelling earplugs during takeoff and landings. The Company will publish a list of earplugs that are acceptable for this purpose.
- D. The Company shall meet with the Union on a quarterly basis to discuss health and safety issues.
- E. Bomb threat searches of aircraft on the ground shall not be done by Flight Attendants.
- F. Flight Attendants shall not be responsible for cleaning up extremely large spills of blood or bodily fluids at scheduled RON stations.
- G. A Flight Attendant who as a result of irregular operations and/or rescheduling considers herself/herself fatigued should follow the provisions of the company's Fatigue Risk Management Program (FRMP). The Fatigue Risk Management Committee (FRMC) will investigate the fatigue claim in accordance with the FRMP. If the FRMC concurs that the fatigue claim is a result of irregular operations and/or rescheduling, the Flight Attendant will be paid for flight segments missed, and provided with any legally or contractually required rest. Following provision of the required rest, the Flight Attendant must remain available for the remainder of her/his duty day where applicable. In the event the claim is determined to result from something other than the demands of duty as described above, the absence will remain unpaid and be handled in accordance with the FRMP.
- H. A Flight Attendant who believes that the temperature onboard an aircraft on the ground is unsafe for boarding shall notify the pilot in command. The pilots and the Flight Attendants will determine when the aircraft temperature is safe for boarding. The pilot in command is ultimately responsible for making a final determination, and notifying system operations control as appropriate.

SECTION 16
HOURS OF SERVICE

A. Duty Period Limitations and Required Rest

1. All Flight Attendants shall be scheduled in accordance with applicable Federal Air Regulations (FAR). Specific regulations are shown in the chart below.

Scheduled Duty (during any 24 hour period)	Normal Rest	Reduced Rest	Compensatory Rest (must begin no later than 24 hours after the start of the reduced rest period)	Duty Following C/R
Less than 14 hours	9	8	10	
Greater than 14; less than 16 hours	12	10	14	14
Greater than 16; less than 18 hours	12	10	14	14
Greater than 18; less than 20 hours	12	10	14	14

2. Duty periods that are scheduled in excess of fourteen (14) hours require additional staffing. The required number of Flight Attendants in addition to the FAA minimum depends on the length of the scheduled duty period and is shown in the chart below.

DUTY PERIOD	REQUIRED ADDITIONAL FA
0 Hours – 14 hours	FAA minimum
14:01 – 16:00	Plus one
16:01 – 18:00	Plus two
18:01 – 20:00	Plus three (also requires a takeoff or landing outside 48 contiguous United States)

3. These FARs measure scheduled, not actual, duty time. A Flight Attendant is not considered to be scheduled for duty in excess of duty period limitations if the flights to which she or he is assigned are scheduled and normally terminate within the limitations but due to circumstances beyond the control of the Company are not at the time of departure expected to reach their destination within the scheduled time.
4. [In accordance with FARs, All](#) Flight Attendants must receive twenty-four (24) hours free from duty during any seven (7) consecutive calendar days.
5. Time spent in transportation, not local in nature, that the Company requires of a Flight Attendant to transport her/him to or from a flight assignment or back to her/his Domicile is not considered part of a rest period.
6. There shall be no maximum limits to how many hours a Flight Attendant can fly in any bid period as long as all FARs are met.
7. When a scheduled departure is delayed over two (2) hours, or canceled, the Company will use its best efforts to notify the Flight Attendant by telephone at the Flight Attendant's primary contact number. In situations when Crew Scheduling allows a Flight Attendant to remain at the hotel or home, the Flight Attendant's duty day will not begin until she/he actually checks-in for duty as directed by Crew Scheduling. Flight Attendants must remain available (via cell phone or the phone in her/his hotel room) to Crew Scheduling for potential rescheduling. Failure to do so may result in disciplinary action.
8. If a Flight Attendant is required by Crew Scheduling to remain with an aircraft and/or at the airport for any reason, the Flight Attendant's duty day will continue until Crew Scheduling releases the Flight Attendant.

B. Duty Periods**1. Duty Period**

- i. An on-duty period will begin at the time a Flight Attendant is required to report for duty.
 - a. Showtime will be one (1) hour prior to scheduled departure, unless otherwise directed by Crew Scheduling.
- ii. A duty period will end fifteen (15) minutes after block arrival of the last leg of the trip. If a Flight Attendant is required to remain with passengers in excess of fifteen (15) minutes after block arrival and believes that her/his rest period may be impacted, she/he must call Crew Scheduling prior to leaving the airport and provide the details surrounding the extenuating circumstances. Crew Scheduling will advise whether or not an adjustment to the duty day has been approved.
- iii. When it is necessary to contact a Flight Attendant at a layover station, Crew Scheduling will use its best judgment as to when contact must be made in order to preserve rest, provide appropriate notice of schedule changes and protect the operation. A telephone call to/from Crew Scheduling does not constitute an interruption of crew rest.

C. Crew Rest

Any Flight Attendant that works a duty day that exceeds sixteen (16) hours, whether scheduled or unscheduled, must be given contractual crew rest at the end of duty. In this situation, the Flight Attendant's rest period cannot be reduced.

- D.** A Flight Attendant shall not be required to keep the Company advised of her/his whereabouts during off-duty periods.
- E.** If the Company introduces a new aircraft type into service, or operates new flying that is substantially different from previous operations, it will meet and confer with the Union regarding the change prior to commencing operation of the aircraft or flying.

F. Minimum Days Off Table

Minimum days off during any bid period in which there is a leave of absence, CCL, or scheduled vacation will be awarded based on the chart below.

DAYS AVAILABLE	MIN DAYS OFF (12 Day Off Month)	MIN DAYS OFF (11 Day Off Month)	MIN DAYS OFF (10 Day Off Month)	MIN DAYS OFF (9 Day Off Month)	MIN DAYS OFF (8 Day Off Month)
1-3	0	0	0	0	0
4-6	1	1	1	1	1
7-9	2	2	2	2	2
10-11	4	3	3	3	3
12-14	5	5	4	4	4
15-17	6	6	5	5	4
18-20	7	7	6	6	5
21-23	8	8	7	7	6
24-25	9	9	8	8	7
26-27	10	10	9	8	7
28-29	11	11	10	9	8
30-31	12	11	10	9	8

SECTION 17
FILLING OF VACANCIES

A. Permanent Vacancies

The Company will determine when permanent vacancies occur. In filling those vacancies, the following rules shall apply:

1. The Company will notify the Union in writing prior to the opening of a new Flight Attendant Domicile.
2. All incremental Flight Attendant vacancies at new or existing Domiciles shall be posted electronically and at all Flight Attendant Domiciles as far in advance as practicable. Such postings shall state the approximate number of vacancies to be filled, the Domicile, the effective date of assignment and shall be posted for a minimum of ten (10) calendar days.
3. Vacancies will be awarded in bidder seniority order within seventy-two (72) hours of the bid closing. Flight Attendants will have seventy-two (72) hours after the award is posted to protest the domicile vacancy bid award.
4. Any secondary vacancies created will be filled through a subsequent vacancy bid at the Company's discretion.
5. Any vacancies remaining after a bid conducted pursuant to paragraphs A.2. and 4. above will be filled in reverse order of seniority from existing overstaffed Domiciles pursuant to paragraph 7. below or with new hires, at the Company's discretion.
6. All new vacancies put up for bid as well as all secondary vacancies posted by the Company will be available to all Flight Attendants in the system. No Flight Attendant will be involuntarily displaced from a domicile, except as provided herein.
7. In the event that a reduction in Flight Attendants occurs in a domicile, this reduction will be posted as a domicile bid prior to the reduction, except in the case of a reduction in force (wherein the provisions of Section 27, Reduction in Force will apply). Such reduction-related bid will specify the number of positions remaining in the affected Domicile, and the location of all vacancies available elsewhere in the system. If insufficient Flight Attendants bid to leave the Domicile, Flight Attendants will be displaced from the base where the overage exists in reverse seniority order. Flight Attendants so displaced will be involuntarily assigned to available vacancies in seniority order.
8. The Company and the Union will meet to discuss the possibility of Company reimbursement of moving expenses arising from involuntary base transfer.

SECTION 18

SCHEDULING POLICY

A. Trip Construction

On the first day each year that Daylight Savings Time goes into effect, Flight Attendant rest and/or duty schedules will be adjusted, if necessary, to ensure the Flight Attendant will receive her/his contractual crew rest.

B. Line Construction

All bidders will be guaranteed a minimum annual average of twelve (12) days off per month. No Reserve line will be constructed with less than eight (8) days off in any month. No scheduled line will be constructed with less than ten (10) days off in any month.

C. General

The Company will meet with the Union's System Scheduling Committee periodically and will consider recommendations regarding trip/pairing generation and line construction.

D. Line Types

1. A Flight Attendant's line type is determined at the time of bid awards.

2. Regular and/or Mixed Line – A work schedule produced by the Company, with planned sequences of trips and intervening days off, and may include Reserve days. Regular and Mixed Line Holders will be paid above guarantee for trips or Reserve days pick-up on their originally scheduled day(s) off.

3. Reserve Line – A work schedule produced by the Company, with planned reserve periods and intervening days off. Reserve Line Holders will be paid above guarantee for trips or Reserve days picked-up on their originally scheduled day(s) off.

E. Swap/Trading Continuing Qualification (CQ) Training

1. Individuals involved in swap/trades must be part of an e-mail trail indicating their approval to swap dates.

2. Original dates and dates of trade are to be specified for each Flight Attendant. These requests should be communicated to the Company. It is the responsibility of each Flight Attendant involved in a swap to ensure that the requested swap dates meet the guidance for CQ attendance (i.e. a Flight Attendant may attend in the actual base month, or their grace period which is

- one (1) month before or one (1) month after. As an example, if a Flight Attendant has a base month of October, that means they may swap into a class that is in September, October or November of that same year.).
3. Swaps must be provided to Inflight Training no later than the 1st of the month prior to the month of the first CQ. Changes to a Flight Attendant's CQ will not be made after bids have been awarded for any given month.
 4. Emergency or extenuating circumstances will be considered by the Inflight Training team, and determined on a case-by-case basis. Individual request to change class dates will be considered based on several criteria, such as class size, number of Flight Attendant's from a given base already attending the respective class and adherence to base month requirements.

SECTION 19

SCHEDULING AND BIDDING

A. Line Construction, Staffing and Bidding

1. The Company shall determine required staffing levels, and shall maintain an electronic system that makes trips available for bid by Flight Attendants. Flight Attendants shall use the scheduling system to make adjustments to their schedule in accordance with the terms of this Agreement.
2. Eligibility to Bid
 - i. To be eligible to bid, a Flight Attendant must have successfully completed all required training. If a Flight Attendant fails to bid, she/he will be assigned a line of flying by the Company.
 - ii. To be eligible to bid, a Flight Attendant returning from any type of medical-related leave of absence (e.g., FMLA, OJI, medical) must have a projected release date of by or before the 5th day of the affected bid period. The release must be obtained and provided to the Company prior to the bid period closing. Flight Attendants on non-medical related leaves (e.g., personal, military, etc.), will be eligible to bid provided they have established, with the Company, a return-to-duty date to occur no later than the 5th day of the affected bid period.
 - iii. A Flight Attendant returning to work for a partial month will be credited with the average number of hours flown for a Reserve Flight Attendant in her/his domicile at the time she/he returns.
3. Bid Process

Bids are distributed electronically and will be accessible in each Flight Attendant's Calendar. All Flight Attendants will be responsible for accessing their bid packages electronically on a timely basis.
4. Schedules may be built with more than the minimum number of days off. Travel to and from training and training days are not considered days off.

B. Bid Awards

1. Flight Attendants will be provided with a minimum five (5) day bidding period. Final awards will be issued no more than five (5) days after the close of bidding.

2. A Flight Attendant may request a review of a final bid award within seventy-two (72) hours of award publication. The Company will respond with an explanation within forty-eight (48) hours of the close of the protest period. If an award is proven to be inaccurate due to Company error, the award will be adjusted.
3. If a Flight Attendant does not bid within the parameters of the monthly bid packet, she/he will be deemed to have submitted a bid with no preferences and her/his line will be awarded accordingly.
4. A Flight Attendant who is returning to flying for a partial calendar month will have a line constructed of reserve days and will be granted a minimum of two (2) days off per seven-day period. For these purposes, the seven-day period will be considered the period from Sunday – Saturday.
5. Line value will be guaranteed at a minimum of seventy-five (75) hours.

C. Open Time Distribution

1. After final awards are published [and the protest process of B.2 above is completed](#), Open Time will be posted electronically and awarded on a first-come, first-served basis to Flight Attendants who are legal and available for the Open Time.
2. Open Time shall not be assigned before 1000 Pacific Time two (2) calendar days prior to the scheduled report time for the trip.
3. A Flight Attendant may pick up a trip from Open Time in a different domicile. The Company will not provide transportation and lodging for Flight Attendants who choose to pick up a trip out of domicile.

D. Temporary Duty (TDY) Bid Lines

1. Flight Attendants who are assigned to TDY will be placed at the bottom of the TDY domicile's seniority list.
2. In a domicile entirely comprised of TDY Flight Attendants, the bidding and awarding of schedules will be handled in the same manner as at established domiciles.
3. A Flight Attendant will be positioned for TDY on a previously scheduled work day if possible. If positioned on a day off, the Company will use its best efforts to provide a replacement day off within the same month. If a replacement day off is not provided, the Flight Attendant will receive 3.5 hours pay above guarantee for forfeiture of the day off.

4. The Company will provide suitable accommodations and transportation to and from the airport during the TDY duty period.
 - i. If no hotel shuttle is available, transportation to/from the airport will be provided at Company's expense.
 - ii. Hotel TDY option

Flight Attendants assigned TDY may elect to receive 50% of the anticipated hotel cost of the TDY assignment. If a Flight Attendant elects this option she/he will be responsible for her/his own accommodations and transportation during the TDY assignment. Requests for the Hotel TDY option must be made in writing, to the Manager of Crew Resources or her/his designee no later than ten (10) days prior to the start of the TDY assignment.
5. If operational needs require a TDY Flight Attendant to return early to her/his assigned domicile, the option to return will be offered in seniority order taking into consideration the least detrimental impact to the operation.
 - i. A Flight Attendant holding a line during a TDY assignment that is brought back to her/his domicile early, will be guaranteed the greater of the total scheduled trips missed while on TDY or actual trips flown upon return.
 - ii. The number of remaining days off in TDY location will remain consistent when transferring to home domicile. However, trips or reserve days may change based on operational needs in the home domicile.
 - iii. Receipts for gas and parking must be submitted within thirty (30) days of month end to be reimbursed on the following month's 15th pay period.

6. Flying vs. Driving

Flight Attendants assigned TDY may elect to drive to the TDY assignment rather than fly. Requests for the Driving TDY option must be made in writing, to Manager of Crew Resources or her/his designee, no later than ten (10) days prior to the start of TDY. Reimbursement for driving will not exceed the cost of the company purchased price of the ticket for flying.

E. Trip Trades With Flight Attendants and Open Time

1. Flight Attendants may submit trip trade requests.

2. Any trip trade that would reduce a Flight Attendant to below seventy-five (75) hours shall reduce her/his applicable guarantee commensurately.
3. Flight Attendants may trade existing same day trips with Open Time trips only if all provisions of this Agreement, FARs and legal rest plus one (1) hour buffer are satisfied ~~Company buffers are satisfied~~.
4. Trip trades may be between Flight Attendants within the same domicile and with Flight Attendants in other domiciles if all provisions of this Agreement, FARs and legal rest plus one (1) hour buffer are satisfied.
5. Trip trades shall be unlimited. A Flight Attendant may pick up unlimited flying providing all provisions of this Agreement, FARs and legal rest plus one (1) hour buffer are satisfied.
6. Any time after final bid awards are posted, a Flight Attendant may request to drop a trip into Open Time. The Company will grant the request if there is an excess of the required Reserve complement.
7. ~~A Flight Attendant may not drop below forty (40) hours without the approval of Inflight Management.~~ Flight Attendants may drop down to forty (40) hours through trip trades or giveaways with other Flight Attendants, trip trades with Open Time, or trip drops when the provisions of E.6 of this section above are met.
8. Inflight Management has the sole discretion to approve a Flight Attendant's request to drop below forty (40) hours.

NOTE: Today's language of, "legal rest plus one (1) hour are satisfied" gives the Company a two (2) hour window (one hour buffer + one hour of reduced rest) to maintain operational integrity. In the event legislation drives a change to FA FAR rest and duty requirements, the company will need to adjust the buffer accordingly, not to exceed two hours.

F. Reschedule/Reroute

1. Rescheduling or Rerouting can occur as the result of irregular operations. Rerouting is any change of flying assignment made after show time for the Flight Attendant's original trip. Rescheduling is any change of flying assignment made before show time for the Flight Attendant's original trip.
2. A Flight Attendant who is rescheduled or rerouted will be paid her/his actual or scheduled flying, whichever is greater.

3. A Flight Attendant who is assigned to a trip which cancels may be rerouted or rescheduled based on operational needs.
 - i. If operational needs allow, Flight Attendant may forfeit pay protection, be released from further duty, and will receive credit for actual time flown.
 - ii. If a Flight Attendant whose trip is canceled elects to be pay protected, she/he must remain available for trip assignment in the footprint of the original trip.
4. Regular and Mixed Line Holders will be compensated bonus flight time for any additional flight segments added to their regular duty day.

G. Airport Check-In

All Flight Attendants must check in for flight assignments by the designated show time in the manner designated by the Company.

H. Late Reports

A Flight Attendant who is going to be late for her/his required show time must notify Crew Scheduling and her/his Base Supervisor/Manager. If the Flight Attendant has not reported five (5) minutes beyond the show-time, Crew Scheduling will attempt to reassign the open trip. Once the trip is reassigned, the trip will be removed from the original Flight Attendant's schedule and her/his monthly guarantee will be reduced by the value of the trip unless she/he arrives at the airport in time to operate the trip with the shortest delay impacting customers. If the Flight Attendant who was secondarily assigned to cover the trip arrives at the airport and is not used, she/he will be credited for the first flight of the assigned trip and, if on a Reserve day, returned to Reserve status.

I. Junior Assignment (JA)

1. Junior Assignment is a mandatory Assignment and will begin with the most junior Flight Attendant available in assigned domicile and proceed in inverse seniority order until the trip is covered.
2. Flight Attendants may not be Junior Assigned while on awarded vacation or leave.
3. Junior Assignments will not be made prior to one (1) calendar day before the assigned scheduled report date/time.

4. Flight Attendants who are forced to drop a trip (or series of trips) due to Junior Assignments will be paid and credited with the trip flown or the original trip(s) whichever is greater.

J. Contact

All Flight Attendants are responsible for ensuring that Crew Scheduling is provided with at least one (1)two current phone contact numbers.

K. Scheduling Committee

A Scheduling Committee composed of Flight Attendant representatives from each domicile will be established. The Company will meet with the Committee periodically and consider all recommendations made by the Committee.

SECTION 20**RESERVE**

- A. The Company will determine the Reserve staffing complement.
- B. A Reserve Flight Attendant's available call period will start at the scheduled start time on an assigned Reserve day. Except as provided in subparagraph M. below, reserve time is continuous for a maximum of fourteen (14) ~~(fourteen)~~ hours unless a trip is assigned.
- C. A Reserve Flight Attendant must be available for contact by Crew Scheduling at all times during her/his assigned Reserve day and must be able to physically report to her/his assigned Domicile airport within ninety (90) minutes of receiving an assignment.
- D. Flight Attendants must provide a current phone contact to Crew Scheduling and may provide one additional secondary contact number. When making a flight assignment, Crew Scheduling will place a call to a maximum of two numbers and, if necessary, leave a message. If a Flight Attendant cannot be contacted by Crew Scheduling at either number on record, she/he must return the call within fifteen (15) minutes of the initial contact from Crew Scheduling and be able to report for the designated show time of the trip being assigned. Failure to be available for contact, or to report for an assigned flight, may result in disciplinary action.
- E. Reserve Flight Attendants will be guaranteed an annual average of twelve (12) days off per month and a monthly minimum of eight (8) days off. Of these, six (6) will be designated immovable "Golden Days" by Crew Scheduling. The remainder of a Reserve Flight Attendant's days off are moveable, and may be changed by Crew Scheduling if necessary to protect the operation.
- F. Crew Scheduling will make reserve trip assignments based on availability, legality, fewest amount of conflicts (e.g. awarded trip the next day), and in order of least time to most time based on a lookback within the calendar month. ~~assigned available call period, and time forecasted for the month. Where factors are comparable, trip assignment will be made in order from lowest forecasted hours to highest.~~ In the event hours are equal, trip assignments will be made in seniority order. Trips shall be assigned to Reserve Flight Attendants as outlined in Part C, Open Time Distribution of Section 19, Scheduling and Bidding.
- G. A Reserve Flight Attendant may request a trip from Open Time, on a reserve day by 2359 Pacific Time three (3) calendar days prior to the ~~within 48 hours prior to the~~ scheduled operation of that trip.

- H. Any time after final bid awards are posted a Flight Attendant may request to drop a reserve period into Open Time. The Company will grant the request if there is an excess of the required reserve complement.
- I. Reserves shall be paid above guarantee for any trips picked up from Open Time and other Flight Attendants on her/his originally scheduled days off.
- J. Reserve Volunteer Pay
A Flight Attendant who agrees to be assigned a reserve period by Crew Scheduling on a previously scheduled day off, will receive 3.5 hours of pay credit or the value of the assigned trip, whichever is greater. Volunteer pay will be above guarantee.
- K. Trip trades are not allowed between Reserve Flight Attendants and Regular Line Flight Attendants unless all [provisions of this Agreement](#), FARs and [legal rest plus one \(1\) hour buffer](#) ~~Company buffers~~ are satisfied.
- L. If a Reserve Flight Attendant is called to the airport and not sent out on a flight, she/he shall be credited for the first leg of the assigned flight.
- M. Reserve periods that must be adjusted due to rest requirements will move the start time but not the original end time.

N.M. Airport Standby (AS)

The Company may offer Airport Standby call out periods as part of a bid line, or may assign a Reserve Flight Attendant to an Airport Standby call out period at or prior to the beginning of her/his duty day.

The following shall apply to all Airport Standby assignments:

- ~~On a day when a Reserve Flight Attendant is assigned Airport Standby, her/his Reserve period for that day shall be ten (10) hours unless a trip is assigned.~~
- Flight Attendants assigned Airport Standby are expected to be physically present and available at the airport during their Airport Standby period and may be assigned to any regular flight attendant duties.
- An Airport Standby call out period is ~~fivesix (56)~~ hours.
- A Reserve Flight Attendant assigned to Airport Standby will be credited 3.5 hours toward her/his guarantee in addition to any actual hours flown if given an assignment.

5. An Airport Standby Flight Attendant's duty day begins when she/he reports to the airport. An Airport Standby Flight Attendant may be given a flight assignment that departs within one hour after the end of her/his Airport Standby assignment. If an Airport Standby Flight Attendant is assigned a trip, it must be scheduled to end within 14 hours of the original report time to the airport.
6. Airport Standby assignments will be made in the same manner as Regular Reserve assignments.
7. At the end of an Airport Standby period, if not used, the Flight Attendant will be released ~~moved to the bottom of the call out list for the remainder of her/his duty period.~~
8. A Reserve Flight Attendant may not be called out for an Airport Standby period more than five (5) times per month.
9. The Company agrees that prior to implementation of Airport Standby, it will meet with the Union and mutually agree to any additional program specifics.

SECTION 21
PROBATION PERIOD

- A. During the first six (6) months of employment, excluding initial new hire training and extended by any periods of furlough, suspension or leave(s) of absence, each Flight Attendant shall be on probation.
- B. During probation, the Company shall have the right to discharge, discipline, or furlough any employee without cause and without a hearing. Probationary Flight Attendants are not permitted to challenge matters involving discipline, discharge or furlough through the grievance process, but are entitled to union representation and the grievance and arbitration provisions in this contract in connection with matters involving wages, hours, and conditions of service.

SECTION 22**PART TIME FLIGHT ATTENDANTS****A. Eligibility**

A Flight Attendant may be initially hired as a part-time Flight Attendant, or may transfer to part time status after a minimum of twelve (12) months full time active service provided there are part time openings within a Domicile.

B. Transfer of Status

1. The Company will determine the number of part-time vacancies. The filling of part-time vacancies will be handled in accordance with Section 17 (Filling of Vacancies).
2. A transfer to part time status cannot be denied if all eligibility requirements are met and vacancies are available within a Domicile.
3. Once a transfer of status has been approved, it cannot be rescinded, and a Flight Attendant may not change her/his status for a minimum of six (6) months. After such time, a Flight Attendant may return to full time status provided there are openings in the applicable Domicile. Thereafter, she/he will not be eligible to return to part time status for a minimum of six (6) months.
4. All requests for transfer to full time status will be awarded in departmental seniority order after requests for full time Domicile transfers have been awarded. A Flight Attendant may not return to full time status if she/he is ineligible to do so under the Company attendance policy.

C. Scheduling

1. A Flight Attendant on part time status is required to be available for reserve during the "peak" periods as outlined below:

<u>Month</u>	<u>Period</u>	<u>Reserve Days</u>
<u>March</u>	<u>March 1 – March 31</u>	<u>8</u>
<u>June</u>	<u>June 1 – June 30</u>	<u>8</u>

<u>July</u>	<u>July 1 – July 31</u>	<u>8</u>
<u>November</u>	<u>November 16 – November 30</u>	<u>4</u>
<u>December/January</u>	<u>December 16 – January 4</u>	<u>4</u>

2. A part time Flight Attendant schedule will be built after all full time Flight Attendant schedules have been built. The Company will build schedules based on operational coverage. To the extent the Company can honor preferences, it will attempt to in seniority order within the applicable Domicile.
3. For peak months, part time Flight Attendant schedules will be built with a minimum of two (2) but no more than four (4) consecutive reserve periods per week in accordance with the chart above. A part time Flight Attendant may submit preferences for the following: type of reserve period (e.g. AM/PM); weekdays or weekends preference; two to four consecutive reserve days.
4. For peak months, part time Flight Attendant schedules will be built with reserve periods only. In non-peak months, part time Flight Attendant Schedules will be built with days off only. All part time Flight Attendant schedules will be published at the same time as full time Flight Attendant schedules.
5. When assigning open trips, Crew Scheduling will not use a part time Flight Attendant until other full time reserves with contractual rest have been utilized unless operationally necessary.
6. A part time Flight Attendant may trip trade or pick up trips/reserve periods from full time Flight Attendants. Part time Flight Attendants may also pick up trips/reserve periods from Company Open Time. All transactions will be processed automatically through the Company scheduling system.
7. Part time Flight Attendants may not be Junior Assigned or Temporary Duty Assigned to another Domicile on non-scheduled duty days without their consent.
8. Flight Attendants on part-time status may not work more than forty (40) hours within a calendar month, except in the months included in the chart above (i.e., part time Flight Attendants can exceed 40 hours during the peak months).

D. Pay

A part time Flight Attendant will be paid 3.5 hours for each day on reserve. Block pay will be based on the applicable rate for her/his years of service, according to whether it is a revenue or non-revenue flight. If a part time Flight Attendant is assigned a trip and thereafter removed prior to reporting for duty, she/he will return to reserve status, and be paid 3.5 hours. If an assigned trip is cancelled after report, the part time Flight Attendant will be pay protected for the original value of the trip and placed back on reserve for the remaining time in the previously scheduled call out period. Recurrent training will be paid in accordance with Section Six (6), Compensation. Part time Flight Attendants who request that Crew Scheduling place a willing to work (WW) designator on their scheduled days off are not required to be available by phone for assignment, nor will they be paid for WW days if they are not assigned a trip.

E. Current Status

A part time Flight Attendant must fly at least one trip within a six (6) month period to remain on current status. It is the Flight Attendant's responsibility to inform Crew Scheduling at least fourteen (14) days before her/his currency will lapse. If not assigned a trip within this time frame, a check ride with an ATS or training instructor will be required to regain current status. A part time Flight Attendant whose currency has lapsed will be required to contact Inflight Management to schedule an unpaid check ride prior to her/his next scheduled reserve day. Should any scheduled reserve days be missed due to expiration of current status, such days will be unpaid. In addition, a part time Flight Attendant must keep her/his FAM, memos, on line training and personal contact information up to date and in compliance with FAA and Company requirements. Furthermore, the part time Flight Attendant must also ensure Company and airport SIDA badges are kept current and notify management when renewals are necessary prior to expiration or the Flight Attendant may be responsible for additional costs.

F. Seniority

Upon transferring to part time status, a Flight Attendant's departmental seniority will thereafter begin accruing at a rate of fifty percent (50%) of a Flight Attendant on full time status.

G. Uniforms

Part time Flight Attendants will receive a \$100 uniform allowance in accordance with the terms of Section 24, Uniforms.

H. Benefits

1. Unless otherwise explicitly stated in this Agreement or required by law, Part-Time Flight Attendants' are not entitled to any benefits (e.g. comprehensive healthcare, Sick Leave, Vacation, etc.).

2. Part time Flight Attendants will keep their travel benefits as long as they are on current active status.

A. Eligibility

~~A Flight Attendant may be initially hired as a part time Flight Attendant, or may transfer to part time status after a minimum of six (6) months full time active service provided there are part time openings within a Domicile.~~

B. Transfer of Status

~~Notification of part time vacancies within a Domicile will be sent out by the 1st day of each month for the following month. A Flight Attendant will have seven (7) calendar days to submit her/his request to transfer status. All requests will be awarded in departmental seniority order. A transfer to part time status cannot be denied if all eligibility requirements are met and vacancies are available within a Domicile. Once a transfer of status has been approved, it cannot be rescinded, and a Flight Attendant may not change her/his status for a minimum of six (6) months. After such time, a Flight Attendant may return to full time status provided there are openings in the applicable Domicile. Thereafter, she/he will not be eligible to return to part time status for a minimum of six (6) months. All requests for transfer to full time status will be awarded in departmental seniority order after requests for full time Domicile transfers have been awarded. A Flight Attendant may not return to full time status if she/he is ineligible to do so under the Company attendance policy.~~

C. Scheduling

~~A Flight Attendant on part time status is required to sit reserve or fly between 2-6 days each month. Requests for days will be submitted quarterly to the Director of Inflight, or her/his designee. When assigning open trips, Crew Scheduling will not use a part time Flight Attendant until other full time reserves with contractual rest have been utilized unless operationally necessary. A part time Flight Attendant may trip trade or pick up trips from full time Flight Attendants upon approval by Crew Scheduling. Approval will not be given more than seventy-two (72) hours prior to the date of the trip. Part time Flight Attendants shall be allowed on a volunteer basis to sit reserve on scheduled days off when the reserves available at a Domicile are less than half of the required complement. There is no maximum for how many days a part time Flight Attendant may volunteer to work provided~~

~~she/he is in compliance with all FARs. Approval will be determined in departmental seniority order. Part time Flight Attendants may not be Junior Assigned or Temporary Duty Assigned to another Domicile on non-scheduled duty days without their consent.~~

~~D. Pay~~

~~A part time Flight Attendant will be paid \$25 for each day on reserve. Block pay will be based on the applicable rate for her/his years of service, according to whether it is a revenue or non-revenue flight. If a part time Flight Attendant is assigned a trip and thereafter removed prior to reporting for duty, she/he will return to reserve status, and be paid \$25. If an assigned trip is cancelled after report, the part time Flight Attendant will be pay protected for the original value of the trip and placed back on reserve for the remaining time in the previously scheduled call out period. Recurrent training will be paid in accordance with Section Six (6), Compensation. Part time Flight Attendants who request that Crew Scheduling place a willing to work (WW) designator on their scheduled days off are not required to be available by phone for assignment, nor will they be paid for WW days if they are not assigned a trip.~~

~~E. Current Status~~

~~A part time Flight Attendant must fly at least one trip within a six (6) month period to remain on current status. It is the Flight Attendant's responsibility to inform Crew Scheduling at least fourteen (14) days before her/his currency will lapse. If not assigned a trip within this time frame, a check ride with an ATS or training instructor will be required regain current status. A part time Flight Attendant whose currency has lapsed will be required to contact Inflight Management to schedule an unpaid check ride prior to her/his next scheduled reserve day. Should any scheduled reserve days be missed due to expiration of current status, such days will be unpaid. In addition, a part time Flight Attendant must keep her/his FAM, memos, on-line training and personal contact information up to date and in compliance with FAA and Company requirements. Furthermore, the part time Flight Attendant must also ensure Company and airport SIDA badges are kept current and notify management when renewals are necessary prior to expiration or the Flight Attendant may be responsible for additional costs.~~

~~F. Attendance~~

~~A part time Flight Attendant must adhere to the same Company Attendance Policy as full time Flight Attendants.~~

G. Seniority

~~The Flight Attendant's departmental seniority will be frozen at the current level at the time of transferring to part time status. No departmental seniority will accrue on part time status. If a part time Flight Attendant chooses to return to full time status, she/he will return with the seniority she/he attained prior to going to part time status and will begin to accrue departmental seniority.~~

H. Uniforms

~~Part time Flight Attendants will receive a \$100 uniform allowance in accordance with the terms of Section 24, Uniforms.~~

I. Benefits

- ~~1. Unless otherwise explicitly stated in this Agreement or required by law, Part-Time Flight Attendants' are not entitled to any benefits (e.g. comprehensive healthcare, Sick Leave, Vacation, etc.).~~
- ~~2. Part time Flight Attendants will keep their travel benefits as long as they are on current active status.~~

SECTION 23**SENIORITY**

- A. Seniority as a Flight Attendant shall be based upon length of service as a Flight Attendant with the Company, and shall begin to accrue from the day the Flight Attendant completes initial Flight Attendant Training. Seniority shall be used for bidding for and awarding of monthly bid lines, reduction in force and recall, assignment of flying, Domicile transfers, Company Convenience Leaves and vacation bidding.
- B. If more than one Flight Attendant has the same seniority date, then seniority will be determined by the last four digits of the social security number, with the lower last four digits being the more senior. However, when a transferring Allegiant employee and any new hire Flight Attendants are in the same new hire class, the transferring employee will be senior to the new hires. If two or more transferring employees are in the same Flight Attendant new hire class, their relative placement on the Flight Attendant seniority list will be determined based on their Company date of hire.
- C. A system seniority list will be updated quarterly and posted on the Company's intranet with a copy to the Union upon request.
- D. A Flight Attendant may protest any omission or incorrect posting affecting seniority within thirty (30) days after posting of the seniority list, except that a Flight Attendant on a leave of absence on the date of posting shall have thirty (30) days after his or her return to duty in which to file such a request.
- E. Loss of Seniority
- Seniority shall be lost under the following circumstances:
1. Resignation,
 2. Discharge,
 3. Retirement,
 4. Transfer to a position outside Inflight.
- F. Transfer to Non-Flying or Supervisory Responsibilities
1. At the ratification of this contract any Flight Attendant in a position that is responsible for the administrative support or direct supervision of Flight Attendants (e.g., domicile leader, training supervisor, inflight instructor, CSA, etc.) will retain and continue to accrue seniority and will make every attempt to fly at least one trip every six (6) months. A Flight Attendant promoted to other Inflight management positions below the director level will immediately have her/his seniority frozen.

A Flight Attendant promoted to an Inflight director level position and above will immediately lose her/his departmental seniority.

2. Flight Attendant returning to a line position from a non-flying or supervisory position shall be permitted to bid for any available vacancies.

SECTION 24**UNIFORMS**

- A. Standard uniforms as prescribed by the Company in the Inflight Uniform Style Guide shall be worn by the Flight Attendant at all times while on duty.
- B. The Company will bear the cost of the first required uniform and required accessories. A Flight Attendant will maintain her/his uniform in a neat and clean condition at all times.
- C. At any time the Company elects to completely change to a new uniform, the Company, at its expense, shall provide Flight Attendants with new replacement required uniform pieces and any required accessories.
- D. Each Flight Attendant will receive an additional \$200 clothing allowance annually during his/her recurrent training period (includes month before, month of and month after recurrent) which must be used to purchase replacement uniform pieces during that period or forfeited. Part Time Flight Attendants will receive \$100 annually on the same schedule.
- E. The Company will consult with the Union and consider the Union's recommendations before making any change in the style, color or material of the uniform. In addition, the Company will consider the recommendations of the Union in regard to materials available, including applicable FAA or NTSB flammability standards.
- F. The Company will reimburse a Flight Attendant for the cost of one maternity uniform contingent upon approval of the expense prior to purchase, and submission of appropriate receipts through the Company-designated system.
- G. In the event that a Flight Attendant's luggage is stolen from the aircraft while on duty through no negligence of the Flight Attendant, the Company will, upon submission of any required report and approved receipts through the designated Company systems, reimburse the Flight Attendant for the cost of a replacement passport and will replace any other required items that were contained in the luggage at no cost to the Flight Attendant.
- H. So long as there are required uniform items that require dry cleaning, each Flight Attendant shall be paid twelve (12) dollars per month uniform maintenance allowance.

SECTION 25**DISCIPLINE, DISCHARGE, AND GRIEVANCE PROCEDURES**

The Union is the sole representative of all Flight Attendants in all grievance matters unless waived by the Union. A grievance is a dispute between the Union and the Company under the terms of this Agreement. All grievances must be filed in writing by a Flight Attendant through a Union Representative with the Director of Inflight Planning and Administration or her/his designee. All grievances must state the specific action being challenged, and provide a summary of the basis for the challenge, as well as a reference to all provisions of this Agreement that are alleged to have been violated.

A. DISCIPLINE AND DISCHARGE

1. A Flight Attendant shall not be disciplined or discharged without just cause except as provided in Section 21, Probation.
2. A Flight Attendant shall not be disciplined or discharged without written notification. Such notification shall contain a precise statement of the charges. Notice of the disciplinary action shall be given within twenty-one (21) days from the date the Company could reasonably have had knowledge of the incident giving rise to the disciplinary action. Notice of disciplinary action involving suspension or termination will be delivered in person, with receipt acknowledged, or sent by confirmed delivery. If notice is sent with confirmed delivery, such notice will be deemed to be accomplished on the date sent to the last address furnished by the Flight Attendant. Flight Attendants are responsible for keeping the Company advised of a current address. Records of Discussion and Coaching Sessions do not constitute actions of discipline.
3. Discipline and Discharge Grievances
 - i. A Flight Attendant may only file a grievance through a Union Representative on disciplinary actions, including discharge, within twenty-one (21) days from receipt of notification. Such grievances shall be addressed to the Director of Inflight Planning and Administration, or her/his designee.
 - ii. The Director of Inflight Planning and Administration, or a designee, shall hold a hearing within twenty-one (21) days of the receipt of the grievance. A written decision shall be rendered within twenty-one (21) days of the hearing. If no hearing is held within twenty-one (21) days, or no decision is rendered within twenty-one (21) days of the hearing, the grievance will be deemed denied.

- iii. If the decision of the Director of Inflight Planning and Administration or her/his designee is not satisfactory to the Union and Flight Attendant whose grievance is being considered, an appeal in writing may be filed with the Vice President of Inflight or her/his designee within fourteen (14) days of the date of notification of the Director of Inflight Planning and Administrations decision. The Vice President or her/his designee will render a decision within fourteen (14) days of receipt of the appeal. If a decision is not rendered within fourteen (14) days or if the grievance is not resolved at this step, the matter may be appealed to the Flight Attendant Board of Adjustment, as provided for in Section 26 of this Agreement, provided that the appeal is submitted within fourteen (14) days of the decision being rendered or the date it should have been rendered.
4. If the Company pulls a Flight Attendant from a Reserve Day (mixed lines only) or a trip to attend a mandatory meeting, the Flight Attendant will be pay protected for lost time.

B. CONTRACTUAL DISPUTES NOT INVOLVING DISCIPLINARY ACTION

1. Should a dispute arise between the Company and a Flight Attendant, or a group of Flight Attendants, as to the meaning of any of the terms of this Agreement or the Company's application of any of the terms of this Agreement, such Flight Attendant or group of Flight Attendants may present a grievance through her/his/their Union representative within twenty-one (21) days of the date of either the alleged infraction, or the date the grievant(s) should have been aware of the alleged infraction, whichever is later to the Director of Inflight Planning and Administration. A grievance hearing will be held and a written decision rendered within twenty-one (21) days. If no hearing is held within twenty-one (21) days, or no decision is rendered within twenty-one (21) days of the hearing, the grievance will be deemed denied.

NOTE: the Company and the Union encourage the resolution of disputes at the earliest opportunity, including prior to filing a grievance.

2. Following a hearing, if the decision of the Director of Inflight Planning and Administration or her/his designee is not satisfactory to the Union and Flight Attendant whose grievance is being considered, an appeal in writing may be filed with the Vice President of Inflight or her/his designee within fourteen (14) days of the date of notification of the Director of Inflight Planning and Administration's decision. The Vice President or her/his designee will render a decision within fourteen (14) days of receipt of the

appeal. If a decision is not rendered within fourteen (14) days, or if the grievance is not resolved at this step, the matter may be appealed to the Flight Attendant Board of Adjustment, as provided for in Section 26 of this Agreement, provided that the appeal is submitted within fourteen (14) days of the decision being rendered, or the date it should have been rendered.

C. GENERAL

1. Unless stated otherwise, all time limits pertaining to both parties set forth in this section shall refer to calendar days.
2. Nothing in this Section will prevent the Company from holding a Flight Attendant out of service with pay pending an investigation, however, no Flight Attendant shall be prevented from bidding as a result of withholding. A Flight Attendant withheld pursuant to this paragraph shall be paid for any trips missed during the period of withholding, provided those trips were on her/his line as of the date of the withholding, or awarded as a result of a bid occurring during the withholding period. A reserve flight attendant withheld pursuant to this paragraph shall be paid for actual hours flown or the minimum monthly guarantee, whichever is greater.
3. Except as specifically provided, all written notifications shall be made via electronic means, confirmation receipt required or U.S. Mail, Certified, return receipt requested.
4. The time limits prescribed herein may be modified only by agreement in writing between the parties.
5. All Flight Attendants, including those in their probationary period, shall have access to the grievance procedure, except that a probationary employee may not grieve or appeal a disciplinary action, discharge, or furlough.
6. There will be no undisclosed audio or video recording conducted during any meeting or hearing under this Section.
7. A Union Representative may, at the option of the Flight Attendant, be present at all non-probationary Flight Attendant meetings that involve the issuance of discipline or discharge. The Union Representative shall have the right to be present in person or by telephone at all steps and hearings of the grievance and System Board processes.
8. Disciplinary decisions shall be based only on performance or conduct occurring within the thirty-six (36) month period of active status preceding

the incident in question. This does not preclude the use of older information at a Board of Adjustment or Arbitration, solely for the purpose of impeachment of direct testimony to the contrary.

9. For purposes of this Section, a Flight Attendant on a leave of absence fourteen (14) days or less will be considered to be on active status.
10. The Company and the Union agree to meet on a quarterly basis, or more often if necessary, to discuss issues relating to grievances. At any point in the grievance process, the Company and the Union may mutually agree to settle any grievance.

SECTION 26**SYSTEM BOARD**

- A. In compliance with Section 204, Title 11, of the Railway Labor Act, as amended, a System Board of Adjustment is established for the purpose of adjusting disputes or grievances that arise under the terms of this Agreement, and are properly submitted to it. Such Board shall be known as the Allegiant Air Flight Attendant Board of Adjustment (the "Board").
- B. The Board will be comprised of three (3) members, one (1) Allegiant Flight Attendant selected by the Union, one (1) Allegiant management official selected by the Company and a third neutral party. The three (3) member Board shall hear all disputes properly presented to it in accordance with this Section.
- C. When a Board is required to hear a dispute, the parties will attempt to promptly agree on a neutral member to sit on the Board. If the parties are unable to agree on a neutral within fourteen (14) calendar days, either party may promptly request the National Mediation Board to provide a list of seven (7) neutrals. The parties will select one (1) neutral to serve as the third neutral member of the Board from the list submitted by the National Mediation Board within fourteen (14) calendar days by alternately striking names from the list until one (1) name remains. The arbitrator remaining on the list will be designated as the neutral member. The party to strike first will be alternated each time a neutral is selected. The neutral member of the Board will preside at the hearings of the Board and be designated Chairperson. The Board will convene at the earliest opportunity after the appointment of the neutral member.
- D. The Board will have jurisdiction over grievances filed pursuant to the terms of this Agreement. The Board will not have any power to alter or amend the provisions of this Agreement.
- E. The Board will meet in the city where the general offices of Allegiant Air are maintained, unless another location is agreed to by the Union and the Company.
- F. A majority vote of the members of the Board shall constitute a final decision. The Board will render its decision in writing as promptly as possible. Decisions of the Board in all cases properly before it shall be final and binding upon the parties.
- G. The expenses and reasonable compensation of the neutral member and the cost of stenographic services necessary to transcribe Board proceedings will be borne equally by the parties. Each of the parties will assume the compensation, travel expenses and other expenses of the Board Members selected by it and the witnesses called by it.

H. All submissions of disputes referred to the Board will be addressed to the Board with one (1) copy to the Company and one (1) copy to the Union. One (1) copy shall be submitted to the neutral third member. Each such submission shall show

1. The question or questions at issue;
2. A brief statement of the facts of the case;
3. Joint exhibits/stipulations;
4. The respective parties' positions.

When possible, joint submission should be made, but if the parties are unable to agree upon a joint submission, either party may submit the dispute and its position to the Board.

I. Each Board member will be free to discharge his/her duty in an independent manner without fear of retaliation. Each witness summoned by the Board or called by either party will be free from retaliation or adverse action by either the Union or the Company because of his/her giving testimony in good faith.

SECTION 27**REDUCTION IN FORCE**

- A. When the Company determines that a Reduction in Force is necessary, the Flight Attendant with the least Flight Attendant seniority shall be laid off. Before any Flight Attendant is laid off, the Company may, at its discretion, offer Company Convenience Leaves, Leaves of Absence, and/or Job Sharing. All Reduction in Force orders shall be in writing to the affected Flight Attendant.
- B. A Flight Attendant who has completed the probationary period prior to being furloughed or laid off, through no fault or action of her/his own, shall receive two weeks notice or two weeks pay in lieu of notice, but she or he shall receive no pay if one or more of the following conditions exist:
1. She/he accepts any other employment with the Company.
 2. The lay-off is caused by a force majeure, act of God, a war emergency, revocation of the Company's Operating Certificate or Certificates, or grounding of a substantial number of the Company aircraft.
 3. The lay-off is caused by a strike or picketing of the Company's premises or any work stoppage or other action (including a rolling or intermittent strike) which would interrupt or interfere with any operations of the Company.
- C. A Flight Attendant who has been laid off due to a reduction in force shall file her/his address through the designated Company system at the time of lay-off and she/he shall thereafter promptly advise the Company in writing of any change in address.
- D. The order of recall shall be by Flight Attendant seniority. Flight Attendants will remain on the recall list for a period not to exceed three (3) years.
- E. Notice of recall shall be sent by Certified Mail Return Receipt Requested and delivered by phone call to the last address and phone number on file with the Company. A Flight Attendant shall forfeit her/his seniority with the Company if she/he does not signify her/his intention to accept reemployment within fourteen (14) days after the posted date of the notice or if she/he does not return to the service of the Company on the date specified in the notice offering reemployment, provided the return to work date is at least thirty (30) days from the posted date of the notice unless otherwise agreed to by the Flight Attendant.
- F. Accrued vacation will be paid off at the time of furlough. Sick leave bank will be retained, but not paid out at the time of furlough.
- G. The Company shall notify the local Union prior to announcing or utilizing a reduction in force or recall of Flight Attendants except in emergency circumstances as outlined in B.2. above.
- H. A Flight Attendant on furlough shall retain but not accrue seniority. A Flight Attendant who resigns from the Company loses all seniority immediately upon separation.

- I. A Flight Attendant who is placed on furlough will be provided with free air transportation back to the Allegiant station of her/his choice.
- J. In the event of a recall, if a Flight Attendant is a full time student at an accredited college or university, such Flight Attendant may at her/his option be bypassed for recall to finish the semester/quarter without forfeiting her/his rights to recall. The right to bypass shall extend only to the semester in which the Flight Attendant is enrolled at the time of initial recall and may be utilized only if the bypass would not necessitate additional hiring. At the completion of the semester, the Flight Attendant may return to duty at any Domicile where a vacancy exists.

SECTION 28

NON-DISCRIMINATION

In accordance with established Company and Union policy and applicable law, there will be no discrimination by the Company or the Union against any Flight Attendant because of age, race, sex, color, creed, religion, Union activity, national origin, sexual orientation, handicap or disability, military or veteran status.

SECTION 29**UNION SECURITY**

- A. Any Flight Attendant who, on the effective date of this Agreement, is eligible to become a member of the Union will do so. A Flight Attendant will become a Union member upon the completion of her/his initial probationary period (the first six (6) months of employment). For the purpose of this Section, a Flight Attendant shall be considered a member of the Union if she/he tenders the initiation fees and periodic dues uniformly required as a condition of membership.
- B. All new Flight Attendants of the Company hired on or after the effective date of this Agreement, shall make application for membership in the Union within sixty (60) days after the date of employment with the Company and shall thereafter maintain membership in the Union as provided for in Paragraph A of this Section.
- C. In lieu of making application for membership as provided above in paragraphs A and B, Flight Attendants may elect instead to pay the Union each month a contribution for the administration of the Agreement and the representation of such Flight Attendant ("service charge"). The service charge will be calculated in a manner consistent with the Union's "Agency Fee formula," however, a service charge will not exceed the amount of the monthly dues paid by members of the Union as required under this Section.
- D. If a Flight Attendant becomes delinquent in the payment of her/his initiation fee, membership dues, or service charge such Flight Attendant shall be notified by the Union via registered mail, return receipt requested, copy to the Company, that she/he is delinquent in the payment of initiation fee, membership dues or service charge as specified herein and is subject to loss of all bidding privileges. Such letter shall also notify the Flight Attendant that she/he must remit the required payment within a period of fifteen (15) calendar days, or the Flight Attendant will lose all bidding privileges.
- E. If upon the expiration of the fifteen (15) days, the Flight Attendant still remains delinquent, the Union shall, in a written order, certify to the Company, with a copy to the Flight Attendant, that the Flight Attendant has failed to remit payment within the grace period allowed, and is, therefore, to lose all of her/his bidding privileges. Such loss of bidding privileges shall be deemed to be for just cause.
- F. Any determination under the terms of this Section shall be based solely upon the failure of the Flight Attendant to pay or tender payment of initiation fee, membership dues, or service charge and not because of denial or termination of membership in the Union upon any other grounds.

G. Grievance Procedure

1. Except as provided below in sub-paragraph 2., grievances to dispute the loss of bidding privileges under this Section shall be filed and handled in accordance with Section 25, Discipline, Discharge, and Grievance Procedures and Section 26, System Board.
2. For all grievances filed to dispute the loss of bidding privileges in accordance with this Section, expenses and compensation of the neutral member (i.e., arbitrator), hearing location expenses, and the cost of stenographic services shall be borne solely by the Union.
3. The Company shall not be liable for any claims of a Flight Attendant who loses bidding privileges pursuant to this Section. The Union will indemnify and hold the Company harmless against any suits, claims, and liabilities which arise out of or by reason of any action taken by the Company pursuant to a written order by an authorized Union representative under the terms of this Section.

H. Dues Check Off.

During the life of this Agreement, the Company shall deduct from the pay of each Flight Attendant and remit to the Union monthly membership dues or service charge uniformly levied in accordance with the Constitution and By-Laws of the Union, provided such member of the Union voluntarily executes the agreed form, which is included below and which shall be furnished by the Union (the "Check-Off Form"). The Company will not be required to deduct monthly membership dues or service charge unless the Company has received a Check-Off Form and has not received a notice of revocation thereof as provided in the Check-Off Form. The wording of the Check-Off Form shall be as follows:

ASSIGNMENT AND AUTHORIZATION CHECK OFF OF UNION
DUES/SERVICE CHARGE

TO: ALLEGIANT AIR

As provided in and subject to the terms of the Agreement between Allegiant Air and the Transport Workers Union of America, AFL-CIO, I hereby authorize the Company, as a benefit and service to me, to deduct each month from my earnings my Union dues or service charge for that month in the amount established and levied in accordance with the Constitution and By-Laws of the Union and to pay such amount monthly to the designated officer of the Union.

I agree this authorization shall be effective from the date set forth below for a period of one (1) year and shall continue in full force and effect from year to year thereafter unless I give the Company and the Union a written notice of revocation within the fifteen (15) day period prior to the anniversary date of this agreement, and as provided by law. If not so revoked by me, this authorization shall continue to be irrevocable except in the manner above during subsequent periods of revocation.

This authorization shall automatically be terminated if at any time the Union ceases to be my recognized bargaining representative.

Date: _____

Employee Name: _____

Employee Signature: _____

Employee No.: _____

Home Address: _____

Contact Number: _____

- I. All Check-Off Forms will be submitted through the Secretary/Treasurer of the Union who will forward the original signed copy to the payroll manager of the Allegiant Air Accounting Department. A properly executed Check-Off Form will become effective not later than two (2) weeks after it is received by the payroll of the Accounting Department. Improperly executed forms will be returned to the Union.

SECTION 30**GENERAL – UNION INFORMATION**

- A. The Company shall make available to each Flight Attendant an electronic copy of this Agreement within a reasonable time after ratification. All new Flight Attendants will be given access to an electronic copy of this Agreement during training. A printed copy will also be made available in the training room.
- B. Any deviation from this Agreement may be made only by agreement between the Company and the Union. Such agreement must be in writing and signed by the parties thereto and will be posted electronically by the Company to all Flight Attendants for addition to their Union contract.
- C. During the term of this Agreement, the Company will not lock out any employee covered hereby, and the Union will not authorize or take part in any slowdown, sit-down, work stoppage, strike (including a rolling or intermittent strike) or picket of Company premises.
- D. The President of Local 577 may be granted a full time unpaid leave with sixty (60) days' notice prior to the commencement of any such leave longer than thirty (30) days. Upon the request of the Union President and subject to operational needs, the Company will grant a maximum of five (5) Flight Attendants at a time unpaid leave for purposes of conducting official Union business within the Company. A Flight Attendant who begins a union leave mid-month shall have her/his health insurance coverage continued contingent upon payment of her/his portion of the premium to the Company. A Flight Attendant who enters a month on an unpaid union leave and who continues on leave for the entire month, may continue her/his health insurance coverage through payment of the total premium to the Company.
- E. The Company will allow non-rev space available travel on Allegiant for Union representatives when meeting with the Company. Jumpseats may be used for Union business travel related to Allegiant.
- F. The Union will be allowed to have an appropriate locked deposit box in the Flight Attendant crew lounge at each Domicile to be used for official Union business.
- G. When a meeting occurs between a Flight Attendant, Union Representative and management, the Company will allow the Union to speak privately with the individual Flight Attendant, provided that any necessary investigation is not unreasonably delayed.
- H. For purposes of conducting official Union business only, the President of the Union, or her/his designee, will be given, on a confidential basis, access to agreed-

upon functions of the Crew Scheduling System. The Union shall be responsible to maintain the confidentiality of any information so obtained.

- I. The Company will provide forty-five (45) minutes for the purpose of Union orientation on a regularly scheduled training day, other than the day of the final exams, during the new hire class period. During this time, the Union may distribute and collect materials, collect names, addresses and other contact information from trainees who are eligible for Union membership. A management representative will be allowed to be present.
- J. The Union will be allowed to have an appropriate bulletin board at all Flight Attendant Domiciles for use by the Union to only post official informational notices of Union recreation and social affairs, elections, Local membership meetings, and factually-based Union news. The Union and the Company will confer upon the location and size of the bulletin board.
- K. Upon request, the Company will provide the Union President with a list of all Flight Attendants on leaves of thirty (30) days or more and Flight Attendants who have transferred to non-flying or supervisory duties. Current additions or deletions may be requested on a monthly basis. Such list shall be provided via electronic means and include names, employee numbers, dates leaves began and expected dates of return, if known.
- L. Company management will inform Flight Attendants of their right to have a Union Representative present at any non-probationary Flight Attendant meetings that involve the issuance of discipline or discharge, and at any probationary Flight Attendant meetings as set forth in Section 21, Probation Period.
- M. At such time as the Company decides to make changes to the content of the Attendance Policy, it will provide the Union with thirty (30) days notice prior to implementation. The Company will confer with the Union within the notice period and consider its input.

SECTION 31
UNION BUSINESS

A. Time Off For Short Term Union Business

1. Upon written notification by the Union, the Company shall release at least three (3) Flight Attendants during any one time from duty for the purpose of performing Short Term Union Business. The notification must include the names of the Flight Attendants and the duration of the time away from duty. The Union may request that additional Flight Attendants be granted Union leave, and the duration thereof shall be granted by the Company subject to the needs of the operation. Such approval shall not be unreasonably withheld.
2. The Union shall provide as much advance notice as possible for Short Term Union Business. The Company will not be required to incur any additional costs as a result of the request (e.g. TDY to backfill position).
3. Time off for Short Term Union Business for the reasons set forth below is not subject to the restrictions in subsection (B); however, the notice requirements in this Section will still apply:
 - a. Three (3) Flight Attendants who are participating in collective bargaining negotiations with the Company.
 - b. A Flight Attendant who is serving as a Board member on the System Board of Adjustment.
 - c. Flight Attendants who are performing duties on the Aviation Safety Action Program (“ASAP”) and Event Review Committee (“ERC”).
 - d. Flight Attendants who attend joint Union-Company management meetings requested by the Company.

B. Time Off For Long Term Union Business

1. Time off for purposes of Long Term Union Business shall be granted only for at least two (2) individual who has accepted a full-time elected position with the Local Union or International Union.
2. The Union shall notify the Company at least forty-five (45) days before

the commencement and conclusion of this time away from duty for Long Term Union Business.

3. A current and qualified Flight Attendant who returns from Long Term Union Business after bids have closed shall be assigned a Reserve Line.
4. If Training or requalification is necessary, a Flight Attendant's return date shall be determined by the first available class date to re-qualify her/him for the position to which he is returning.
5. A Flight Attendant returning from a Long Term Union Business shall return to work in the following order:
 - a. To the first available preference on her/his Standing Bid that her seniority can hold; or,
 - b. To her former base; provided, that it still exists and her/his Seniority allows her/him to hold the position; or,

C. Flight Pay Loss and Administration of Benefits

1. A Flight Attendant on a Union Business shall:
 - a. Accrue Seniority and Longevity;
 - b. Accrue Sick; and
 - c. Continue to receive all other benefits covered by this Agreement, on the same basis as other active Flight Attendants, including, but not limited to, continued participation in the Company's travel pass policy, retirement plan, Company group insurance and other health and welfare plans provided he continue to pay his portion of the premiums, unless the Union instructs the Company otherwise.
2. Flight Pay Loss
 - a. The Union shall reimburse the Company for such Flight Pay Loss ("FPL") attributed to any Union Business. The FPL reimbursement to the Company shall be only for the credit of the scheduled trip(s) dropped, at that Flight Attendant's then current hourly pay rate plus twenty-three percent (23%).
 - i. For all Union Business days that have been blocked as a known absence (i.e., no trip/duty dropped), the value of the known absence shall be four (4) hours per day.

- ii. With respect to a Flight Attendant on Short Term Union Business as described in Section 33.A. the Company shall pay the full credit value of the scheduled trip dropped during such leave at her/his then current Hourly Pay Rate.
- b. The Company shall send an invoice to the Union no later than sixty (60) days following the Bid Period in which the FPL was incurred, which shall include the following information: the employee's name, the dates of Union Business, the credit value of the scheduled trips dropped while on such Union Business, the Flight Attendant's then current hourly pay rate, and the individualized and aggregate dollar amount to be reimbursed to the Company.
- c. The Union shall reimburse the Company within forty-five (45) Days after receipt of the Company's invoice

SECTION 32
SAVINGS CLAUSE

Should any part or provision of this Agreement be rendered invalid by existing or subsequently enacted legislation, the balance of the Agreement shall remain in full force and effect.

SECTION 33

DURATION

This Agreement shall become effective on [enter DOS], and shall continue in full force and effect until [enter date = DOS + 65 years], and shall renew itself without change until each succeeding year thereafter unless written notice of an intended change is served in accordance with Section 6, Title 1, of the Railway Labor Act, as amended, by either party hereto no less than ninety (90) Days, but not more than one hundred eight (180) Days, prior to the said amendable date.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the ___day of _____.

LETTER OF AGREEMENT

between

ALLEGIANT AIR, LLC

and

THE FLIGHT ATTENDANTS

in the service of

ALLEGIANT AIR, LLC

as represented by

TRANSPORT WORKERS UNION, LOCAL 577

Regarding:

DELAY NOTIFICATION TECHNOLOGY

This LETTER OF AGREEMENT (“LOA”) is made and entered into in accordance with the provisions of the Railway Labor Act, as amended (“RLA”), by and between ALLEGIANT AIR, LLC (“the Company”) and the Flight Attendants in the service of ALLEGIANT AIR, LLC, as represented by the TRANSPORT WORKERS UNION, LOCAL 577 (“the Union”).

WHEREAS the Parties recognize that irregular operations may impact Flight Attendant schedules, and

WHEREAS it is desirable to provide advance notice of delays that may affect Flight Attendant report times,

NOW, THEREFORE, it is mutually agreed that:

1. Within ~~sixteen (16)~~ eighteen months of ratification of a Flight Attendant Agreement, the Company agrees to implement technology that provides for automated notification to Flight Attendants whose report times have been delayed by more than two hours.
2. Within ~~sixteen (16)~~ sixteen (16) months of ratification of a Flight Attendant Agreement, the Company agrees to implement technology that provides an automated reserve list with a Reserve Flight Attendant’s availability and total hours flown for the month. Until the Company is able to provide this list through an automated system, Flight Attendants may call Crew Scheduling to request this information.

THIS LETTER OF AGREEMENT shall be effective on its date of signing and shall remain in full force and effect concurrent with the CBA.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this ____ day of _____, 2016.

LETTER OF AGREEMENT

between

ALLEGIANT AIR, LLC

and

THE FLIGHT ATTENDANTS

in the service of

ALLEGIANT AIR, LLC

as represented by

TRANSPORT WORKERS UNION, LOCAL 577

Regarding:

PTO CONVERSION AND **VACATION IMPLEMENTATION**

- A. Flight Attendants will begin to accrue Sick Leave on the 1st of the month following DOS in accordance with Section 13, Sick Leave. **Paid Time Off (PTO)** must be exhausted or converted/paid out pursuant to Paragraph D. before a Flight Attendant may utilize Sick Leave.
- B. For DOS + 3 months, the Flight Attendants shall continue to accrue and utilize PTO in accordance with department policy.
- C. Previously awarded 2017 PTO will be honored.
- D. The Conversion/Payout process will be implemented following DOS +3 months as follows:
 - 1. **Complete Payout:** The Flight Attendant may elect a lump sum payout of remaining PTO; or
 - 2. **Payout and/or Sick Bank Conversion:** The Flight Attendant may convert up to a maximum of 30 hours of accrued PTO to be placed in their Sick Bank for future use, and any remainder to be paid out in a lump sum payment. PTO converted to Sick Leave under this provision will be converted at 120% (i.e. 30 hours of PTO will convert to 36 hours of Sick Leave).

3. Failure to make an election in D. 1. or 2. above by the established deadline will result in a lump sum pay out to the Flight Attendant.
 4. Payouts made under this Letter of Agreement will be at the Flight Attendant's hourly pay rate in effect prior to ratification of the initial collective bargaining agreement.
- E. 2018 Vacation grants will be scheduled in Q1 of 2018 for the months of April through December 2018.
1. 2017 scheduled PTO will remain as awarded for 2018 and will be paid out at the rates of Section 6.A.
 2. 2018 Vacation not scheduled or taken will be paid out in lieu in December 2018.

THIS LETTER OF AGREEMENT shall be effective on this ____ date of _____, 2017, and shall be incorporated by reference into the initial collective bargaining agreement between the parties.

IN WITNESS WHEREOF,

LETTER OF AGREEMENT

between

ALLEGIANT AIR

and the

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO**SENIORITY ADJUSTMENT FOR FLIGHT ATTENDANTS IN A PART TIME STATUS AS OF THE EFFECTIVE DATE OF THE INITIAL COLLECTIVE BARGAINING AGREEMENT**

This LETTER OF AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Allegiant Air (hereinafter referred to as "the Company") and the Transport Workers Union of America, AFL-CIO (hereinafter referred to as "the Union"), and together referred to collectively as "the Parties."

The Parties have stated a mutual desire to adjust the departmental seniority of Flight Attendants on part time status as of the effective date of the Parties initial collective bargaining agreement ("CBA") and allow a one-time opportunity for such Flight Attendants to return to full time status outside of the established vacancy process (Section 17, "Filling of Vacancies"). Toward that end, the parties agree as follows:

1. **Longevity** - Longevity will not be adjusted due to a Flight Attendant's part time status and will be based on her/his Inflight Department Date of Hire.
2. **Seniority Adjustment** - Seniority for Flight Attendants on part time status as of the effective date of the initial CBA will be adjusted in the following way:
 - a. Flight Attendants will be credited with full seniority for all time flying on full time status.
 - b. Flight Attendants will be credited with 50% seniority for all time flying on part time status.
 - c. Seniority for full time status and part time status will be added together to arrive at adjusted seniority.
 - d. In the case of a tie, the Flight Attendant with the earliest Inflight Department Date of Hire will be the most senior.
3. **One-Time Status Change Opportunity** - Within sixty (60) days of the effective date of the initial CBA, all Flight Attendants on part time status will be given a one-time opportunity to return to full time status without regard to domicile vacancy at her/his adjusted seniority. Thereafter, a return to full time status will be governed by Section 17, "Filling of Vacancies."

IN WITNESS THEREOF, the Parties have signed this Agreement on the ___8___ day of
___JUNE_____, 2017.

On Behalf of Allegiant Air.:

On Behalf of the Transport Workers
Union of America, AFL-CIO:

Tracy Tulle

Thom McDaniel

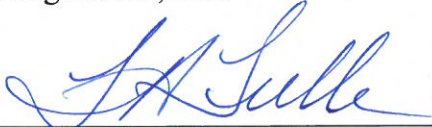
Vice President, Inflight

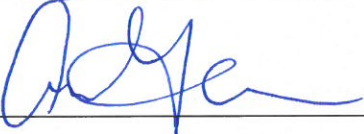
International Vice-President

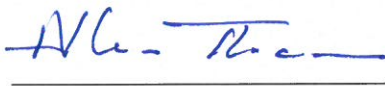
TENTATIVE AGREEMENT

NOVEMBER 21, 2017

Allegiant Air, LLC







Transport Workers Union of America, AFL-CIO

