

MEMORANDUM OF UNDERSTANDING

between

ALLEGIANT AIR, INC.

and

THE PILOTS

in the service of

ALLEGIANT AIR, LLC.

as represented by the

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

AIRLINE DIVISION

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between ALLEGIANT AIR, LLC. (hereinafter referred to as “the Company”) and the AIRLINE PILOTS in the service of ALLEGIANT AIR, LLC., as represented by THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION (hereinafter referred to as “the Union”).

WHEREAS, the Company and the Union are parties to a collective bargaining agreement (hereinafter “the Agreement” or “CBA”) covering the period of August 1, 2016, to July 29, 2021, pursuant to the Railway Labor Act; and

WHEREAS, the parties recognize the COVID-19 outbreak, which triggered the World Health Organization’s determination of a global pandemic, the President of the United States declaring of a National Emergency, has had an unprecedented impact to the Company and its pilots; and

WHEREAS, the Company and the Union want to work together to avoid Furloughs or reduction in force and to preserve work opportunities for existing pilots; and

WHEREAS, the Company and the Union entered into a Memorandum of Agreement (MOA) providing for a Voluntary Emergency Time Off program on March 28, 2020; and

WHEREAS, and the parties wish to clarify how the April, 2020, Trip Pairings and Reserve Availability Periods (RAP) already assigned to those Pilots awarded April 2020 ETOs will be handled;

A. APRIL ETO PROGRAM CLARIFICATION

1. Any Trip Pairing(s) that were on a Pilot's April Bid Month's schedule at the time they were awarded a voluntary ETO will not be placed into open time, until and unless the Company determines that the Trip Pairing will be operated. If the Company determines that a Trip Pairing(s) will operate as scheduled, such Trip Pairing(s) shall be placed into Open Time no later than 10:00 A.M. PST three (3) calendar days prior to the Trip Pairing(s) scheduled report date. If the assignment is not placed in Open Time by 10:00 A.M. PST three (3) calendar days prior to the Trip Pairing(s) scheduled report date, it shall not be placed in Open Time and must instead be offered as a VFN. If accepted by a Pilot pursuant to 15.V.3 of the CBA it shall be awarded with all pay provisions provided for in section 3 of the CBA. The assignment will not be given to a Reserve Pilot unless there are no legal Pilots that have accepted the VFN.
2. Any RAPs that were on a Pilot's April Bid Month's schedule at the time they were awarded a voluntary ETO will not be placed into open time.

B. DURATION

This MOA shall become effective on the date signed and shall remain in full force and effect unless otherwise modified with mutual agreement between the Company and the Union until April 30, 2020.

C. GENERAL

1. This MOA is based on facts unique to this case and is offered on a non-precedential basis. It shall not be cited, offered or relied upon in any manner whatsoever, now or in the future, in connection with any matter involving any other bargaining unit employees or the Union, excluding only a proceeding to enforce the express terms of this specific agreement.
2. The failure to insist upon compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.
3. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Photographic and facsimile copies of such signed counterparts will be sufficient to bind the parties to this Agreement and may be used in lieu of the originals for any purpose.

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

Dated this 7th day of April, 2020.

For the Union:

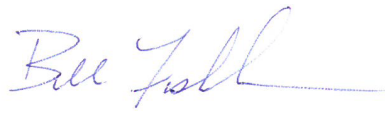
The International Brotherhood of Teamsters,
Teamsters Airline Division and Airline
Professionals Association Teamsters Local
Union 1224

By: _____
Its: Executive Council Chairman

Dated this 7th day of April, 2020.

For the Company:

Allegiant Air

By: _____
Its: Managing Director of Labor Relations