

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
TEAMSTERS AIRLINE DIVISION, and AIRLINE PROFESSIONALS ASSOCIATION
TEAMSTERS LOCAL UNION NO. 1224
(hereinafter "Union")
AND
ALLEGiant AIR
(hereinafter "Company")

Re: Labor Agreement Between Union and Company

The Union and the Company are bound to the terms of a collective bargaining agreement (hereinafter "CBA") covering the period of August 1, 2016, to July 29, 2021. The Union and Company now wish to clarify certain language in the CBA relating to Section 18 of the CBA, the Aviation Safety Action Program (hereinafter "ASAP LOA") and the Employee Review Committee (hereinafter "ERC").

Section 18 of the CBA contains language regarding Discipline and Discharge of employees, Investigatory Meetings, and potential disciplinary and non-disciplinary notices from the Company.

The Union and the Company have also entered into a separate Letter of Agreement known as the Aviation Safety Action Program (ASAP) Policies and Procedures (ASAP LOA). The ASAP LOA is incorporated with the parties' CBA.

The Union and the Company want to clarify their understanding of the ASAP LOA and how it operates in conjunction with Section 18 of the CBA.

Therefore, the Union and the Company agree as follows:

1. The Union and the Company agree that the ASAP LOA and the ERC shall have exclusive authority to determine the appropriate individual corrective action, if any, for all events where an ASAP report is accepted and not later excluded by the ERC.
2. The Union and the Company agree that the "non-disciplinary cautionary letter", or "disciplinary letter", as referenced in Section 18 of the CBA, will not be issued by the Company if an ASAP report is filed, accepted, and not later excluded by the ERC.
3. The ERC shall draft and direct all individual corrective action to be taken in accordance with the provisions of the ASAP LOA.

4. The Company and the Union shall accept and abide by the individual corrective action assigned by the ERC in accordance with the provisions of the ASAP LOA. The Company and the Union shall not issue any individual corrective action or correspondence, or statement contrary to the corrective action assigned by the ERC in accordance with the ASAP LOA.
5. Nothing in this MOU shall relieve a Pilot of his or her obligation to respond to requests from the Vice President of Flight Operations, or his designee, for information relating to an event that is otherwise known to the Company, regardless of whether the event is the subject of an accepted ASAP report.

Dated this 08th day of February 2019.

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For the Union:

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

By: 
Andrew Robles

Its: Chairman, Allegiant Air Pilots EXCO

For the Company:

Allegiant Air

By: 
Eric Gust

Its: Vice President- Operations