

MEMORANDUM OF UNDERSTANDING

between

ALLEGIANT AIR, LLC.

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 that an extraordinary and unique situation has arisen in which the Company is faced with significant amount of uncovered and open Trip Pairings over the 4th of July Holiday Weekend; and

WHEREAS, the parties wish to work together to minimize or avoid the disruption to our customers that would occur through the cancellation of open Trip Pairings;

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

1. Beginning at midnight PT on June 30, 2021, any Pilot who voluntarily picks up from Open Time a Trip Pairing(s) that is scheduled to operate between July 1, 2021, and July 5, 2021, in accordance with Section 15.Q. shall be paid two times (2X) his Hourly Pay Rate for such assignment(s). This two times Hourly Rate shall not be applicable to Reserve Availability Periods (RAP), Trip Drops under Section 15.S., and/or Trip Trades under Section 15.T.

2. This MOU is based on facts unique to this case and is offered on a non-precedential basis.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.
3. 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.
4. 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 29th day of June, 2021.

Dated this 29th day of June, 2021.

For the Union:

The International Brotherhood of Teamsters,
Teamsters Airline Division and Allegiant
Air Pilots' Teamsters Local Union 2118

By: _____

Its: Executive Council Chairman

For the Company:

Allegiant Air, LLC

By: _____

Its: Managing Director of Labor Relations