

LETTER OF AGREEMENT
between
ALLEGiant AIR, LLC.
and
THE PILOTS
in the service of
ALLEGiant AIR, LLC.
as represented by the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

AIRLINE DIVISION

THIS LETTER OF AGREEMENT ("LOA") 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, it is the intent of both the Company and Union to jointly engage in the FAA approved Fatigue Risk Management Program (hereinafter referred to as "FRMP"); and,

WHEREAS, the Company and the Union agree that confidentiality of data and non-jeopardy assurance for pilots are essential to establish trust in the program, which is fundamental to the success of the FRMP; and

WHEREAS, the Company and the Union both desire clarity into the process for implementing changes to the FAA approved FRMP;

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

A. PURPOSE OF THE FRMP

The purpose of the FRMP is to:

- i. Develop an awareness training program with the intent of education on the risks involved with fatigue on pilots. This training program will be evaluated every two years or by regulation. Any future change to the FRMP will be made in accordance with this LOA.
- ii. Analyze risk factors observed by the Fatigue Risk Review Committee (hereinafter referred to as "FRRRC") and develop and implement fatigue countermeasures.

B. RESTORATION OF THE FRMP

The Company has modified Revision 010 of the FRMP (referenced above and published on or about March 06, 2023) in a manner that is acceptable to both the Company and the Union and shall be published as Revision 011 of the FRMP. Revision 011 (submitted as MCR-11483)

Upon the signing of this document, the Company agrees that any future modifications to the FRMP and/or the Flight operations Fatigue Risk Management Program Manual (hereinafter referred to as "FO-FRMP") shall be in accordance with the following:

1. The FRMP/FO-FRMP may be modified at the Company's discretion to correct grammatical or other errors that do not materially change or modify the meaning or intent of the program.
2. The FRMP/FO-FRMP may be modified at the Company's discretion for FAA required regulatory compliance. In the event a change to the FRMP is made due to regulatory compliance, the Union shall be notified of the change and provided the reason/reasons for the change as well as any relevant supporting documentation.
3. Should the Company wish to implement changes to the FRMP/FO-FRMP for reasons not encapsulated within B.1. and B.2. above, it shall do so utilizing the following procedures:
 - a. The Company shall provide the Union with the specific changes it is proposing, the reason/reasons for the change, as well as any relevant supporting documentation no less than thirty (30) days prior to the desired implementation date.
 - b. During the thirty (30) day notice period, and upon written request from the Union, the parties shall meet and confer in an effort to resolve any outstanding disputes or disagreements over the implementation of the proposed changes.
 - c. If the Union concurs with the proposed changes, the Company shall implement those changes at the conclusion of the thirty (30) day notice period.
 - d. If, following a meet and confer, the Union disagrees with a specific proposed change(s), the dispute shall be elevated to the Vice President of Flight Crew Operations and the President of the Union within the thirty (30) day notice period in an effort to resolve any outstanding disputes or disagreements over the implementation of the proposed changes. If the Vice President of Flight Operations and the President of the Union cannot resolve the dispute(s), the final decision on whether or not to implement a proposed change(s) shall be made by the Vice President of Flight Crew Operations at the conclusion of the thirty (30) day notice period.

C. RESTORATION OF THE FATIGUE RISK REVIEW COMMITTEE MEETINGS

Upon the signing of this document the Company and the Union shall resume the FRRC meetings, and shall conduct all meetings in accordance with the FRMP and its newly implemented revision 011. The Company and the Union may resume meetings prior to the publication of revision 011 provided that the FRMP is complying with changes agreed upon in MCR-11483.

D. LOA DURATION

This LOA shall become effective on the date signed and shall remain in full force and effect until withdrawn by either the Company or the Union as follows:

- i. The withdrawing party must provide at least thirty (30) days written notice to the other party of its intent to withdraw from this LOA.
- ii. During the thirty (30) day notice period, the parties will meet and confer in an effort to reach any understandings or amendments to this LOA with the purpose of maintaining a functioning FRMP.
- iii. If such discussions do not result in agreement, either party may withdraw from this LOA following the thirty (30) day notice period. Should one party withdraw, this LOA shall become null and void as of that date, and either party has the right to stop participating in joint FRRC meetings.
- iv. This LOA may be superseded by an updated FRMP LOA between the Company and the Union.

E. GENERAL

1. 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 LOA or the CBA any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.
2. This LOA 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 LOA 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 02 day of November, 2023

Dated this 03 day of, November 2023

For the Union:

For the Company:

The International Brotherhood of Teamsters
Airline Professionals Association
Teamsters Local Union 2118

Allegiant Air, LLC

By: _____
IBT President

By: _____
VP of Flight Crew Operations