

International Brotherhood of Teamsters, Local 2118

v.

Allegiant Air

**Transcript of
Arbitration Proceedings**

Volume I

April 12, 2023



is now



(702) 476-4500 | www.oasisreporting.com | info@oasisreporting.com
400 South Seventh Street, Suite 400, Las Vegas, NV 89101

COURT REPORTING | NATIONAL SCHEDULING | VIDEOCONFERENCING | VIDEOGRAPHY

2

3

4

6 INTERNATIONAL BROTHERHOOD)

OF TEAMSTERS, TEAMSTERS)

7 AIRLINE DIVISION and)

AIRLINE PROFESSIONALS)

8 ASSOCIATION TEAMSTERS LOCAL)

2118,

9

Union,)

10

and

11

ALLEGIANT AIR,)

12

Company.)

13 _____)

14

15

16

TRANSCRIPT OF PROCEEDINGS

17

ARBITRATION

18

VOLUME I, PAGES 1 - 178

19

Taken on Wednesday, April 12, 2023

20

By a Certified Court Reporter

21

At 9:37 a.m. PDT

22

23

24 Reported by: Dawn Bratcher Gustin, CCR 253, RPR, CRR

California CSR 7124

25 Job No. 51285, Firm Nos. 061F/116F

2	4
1 APPEARANCES:	1 I N D E X
2	2 OPENING STATEMENTS: PAGE
3 The System Board of Adjustment:	3 For the Union 11
4	3 For the Company 31
5 THE ARBITRATOR/NEUTRAL BOARD MEMBER:	4
6 IRA F. JAFFE, ESQ.	5
11705 Roberts Glen Court	6 WITNESSES FOR THE UNION:
7 Potomac, Maryland 20854-2100	7 GREGORY UNTERSEHER
301.309.1441	Direct Examination by Mr. Urban 49
8 irajaffe@gmail.com	8 Cross-Examination by Mr. Markel 67
9	Redirect Examination by Mr. Urban 94
10 UNION BOARD MEMBER:	9 Examination by Arbitrator Jaffe 99
11 CAPTAIN RYAN JOSEPH	Further Redirect Examination by Mr. Urban 104
Allegiant Air Executive Council Board Member	10 Further Examination by Arbitrator Jaffe 105
12 Airline Professionals Association Local 2118	Recross-Examination by Mr. Markel 106
International Brotherhood of Teamsters	11
13 10633 Calf Creek Court	12 ANDREW ROBLES
Las Vegas, Nevada 89129	Direct Examination by Mr. Urban 109
310.489.5600	13
14 rjoseph@apa2118.org	14 QUINN SWIFT
15	Direct Examination by Mr. Urban 140
16	15 Cross-Examination by Mr. Markel 155
17 COMPANY BOARD MEMBER:	Redirect Examination by Mr. Urban 165
18 DUSTIN CALL, JD	16 Recross-Examination by Mr. Markel 167
Allegiant - Director of Labor Relations	Further Recross-Examination by Mr. Markel 170
1201 North Town Center Drive	17 Examination by Arbitrator Jaffe 171
19 Las Vegas, Nevada 89144	18
702.767.2049 (mobile)	19
20 dustin.call@allegiantair.com	20
21	21
22	22
23	23
24	24
25	25

3	5
1 APPEARANCES (Continued):	1 I N D E X
2 For the Union:	(Continued)
3 MICHAEL A. URBAN, ESQ	2
The Urban Law Firm	3 JOINT EXHIBITS
4 4270 South Decatur Boulevard	4 EXHIBIT DESCRIPTION MARKED/
Suite A-9	5 Joint 1 Collective Bargaining Agreement RECEIVED
5 Las Vegas, Nevada 89103	6 Between Allegiant Air and IBTAD
702.968.8087	6 APA Local 1224 effective 8/1/16
702.277.1063 (mobile)	7 to 7/29/21 (IBT-001 to 195)
8 murban@theurbanlawfirm.com	7
9 Also Present for the Union:	8 Joint 2 July 2021 Grievance Number 2738 8/8
Andrew Robles, President IBT Local 2118	9 Joint 3 Quinn Swift (IBT-196 to 204)
10 Greg Unterseher, Deputy Director IBT Airline Division	1/18/22 correspondence to 8/8
Erick Valenzuela, Secretary-Treasurer IBT Local 2118	Arbitrator Ira Jaffe re notice
11 Karen VanNostrand, Executive Assistant, Local 2118	of selection (IBT-205)
Valerie Hernquist, Executive Assistant to Mr. Urban	10 Company's proposed statement of
(Present via Zoom)	11 Joint 4 the issues 8/8
12	12
13 For the Company:	13 Joint 5 Union's proposed statement of
14 AARON S. MARKEL, ESQ.	the issues 8/8
15 Jones Day	14 Joint 6 6/26/18 GSA with attached
16 150 West Jefferson	Exhibit A (4 pages) 128/131
Suite 2100	15
17 Detroit, Michigan 48226-4438	16 Joint 6A 6/24/17 letter from Paul Rutter
313.733.3939	to Eric Gust re Submission of
18 313.230-7929 (direct)	Grievance No. AAY-2017-013 (IBT
amarkel@jonesday.com	Group) (3 pages) 138/138
19	17
20 Also Present for the Company:	18
21 Bill Fishburn, Allegiant Travel Company - VP Labor	19
Relations	20
22 Chad Melby, Allegiant Air - Director of Labor Relations	21
Cristal Vega, Manager of Labor Relations	22
23 Robin Trujillo, Senior Manager, Crew Services	23
Taylor Sonnenberg, Contract Compliance Analyst	24
24 Kimberly Sweets, Senior Manager, Flight Operations	25
Melody Baksteen, Interim Director, Crew Services	
25 Patricia Phillipson, Contract Compliance Analyst	



OASIS
REPORTING SERVICES

is now



LEXITASTM

6				8			
1	I N D E X (Continued)			1	ARBITRATION - DAY 1		
2				2	Grievance Number 4621 - Quinn Swift		
3	UNION EXHIBITS			3	Forced to Remain in Outstations		
4	EXHIBIT	DESCRIPTION	MARKED/ RECEIVED	4	Wednesday, April 12, 2023, 9:37 a.m. PDT		
5	Union 2	July 2021 Grievance Number 4621 Quinn Swift (IBT-196 to 204)	114/--	5	--oOo--		
6	Union 5	7/12/16 email exchange between Trent Porter and Greg Unterseher re FAQ/Clarifications (IBT-211 to 213)	60/61	6	TRANSCRIPT OF PROCEEDINGS		
7				7	(Joint Exhibits 1 through 5 were		
8	Union 7	Contract TA FAQ (IBT-217 to 218)	61/62	8	marked for identification and received		
9	Union 9	6/26/18 GSA (RON Pay) (IBT-222 to 224)	118/120	9	into evidence.)		
10				10	THE ARBITRATOR: On the record, please.		
11	Union 12	2/16/21 GSA (RON Pay, Golden Days Off, Assignment Into a Day Off, and Trip, Weather, Mechanical Delays) (IBT-285 to 289)	120/123	11	Good morning, everyone. I'd like to note that		
12				12	the parties have agreed to the entry of a number of		
13	Union 13	2/25/21 Dustin Call email/summary to Andrew Robles (Summary of resolution of RON Pay grievances (IBT-290 to 291)	124/125	13	joint exhibits and also reached a number of stipulations		
14				14	in connection with the case.		
15	Union 16	8/11/21 Quinn Swift Notice of Investigatory Meeting (IBT-300 to 302)	116/118	15	Starting with the joint exhibits, Joint Exhibit		
16				16	1 is a copy of the applicable collective bargaining		
17	Union 17	2/14/22 GSA (Grievances between 2017-2021) (IBT-303 to 306)	125/-- 126 withdrawn	17	agreement, the 2016 through '21 agreement.		
18				18	Joint 2 is the grievance in this case,		
19				19	Grievance 4621.		
20				20	Joint 3 is the company's response to the		
21				21	grievance dated February 27, 2023.		
22				22	Joint 4 is a copy of the company's proposed		
23				23	statement of the issues.		
24				24	And Joint 5 is a copy of the union's proposed		
25				25	statement of the issues.		

7				9			
1	I N D E X (Continued)			1	The parties have stipulated that the board may		
2				2	determine the issues if it needs to do so as part of the		
3	COMPANY EXHIBITS			3	decisional process in this case. I believe the parties		
4	EXHIBIT	DESCRIPTION	MARKED/ RECEIVED	4	are also in agreement that the transcript being prepared		
5	Company 1	1/22/14 Union Section 3 proposal (G4000501 to 515)	67/74	5	will be deemed the official record of the hearing and		
6	Company 2	6/10/14 Union Section 3 proposal (G4000516 to 532)	75/82	6	that we'll be receiving copies.		
7	Company 3	10/24/14 Company Section 3 proposal (G4000533 to 535)	84/92	7	In addition, it should be noted that the board		
8				8	has received copies of the prehearing submissions from		
9	Company 4	1/15/15 Union Section 3 Proposal (G4000537 to 552)	160/--	9	both parties. I believe we have the following agreement		
10				10	with respect to how those are going to be addressed.		
11				11	While the board has reviewed those, the parties		
12				12	will indicate during the course of the proceeding which		
13				13	items out of that grouping, or anything new for that		
14				14	matter, will be offered as exhibits. They will then be		
15				15	marked at that point in time, and ultimately a clean,		
16				16	final copy of the exhibits that were entered into the		
17				17	record will be provided to the board.		
18				18	MR. URBAN: Okay.		
19				19	THE ARBITRATOR: The company in its prehearing		
20				20	submission characterized some of the defenses as		
21				21	arbitrability defenses. Without determining whether		
22				22	those are, in fact, arbitrability or simply merits		
23				23	defenses, I believe we're in agreement that the best way		
24				24	to proceed from a process end is the union will present		
25				25	its case first. The company will then present its case,		



OASIS
REPORTING SERVICES

is now



LEXITASTM

10 1 the usual rebuttal and surrebuttal, if there are any, 2 and so on until everybody's got everything in. That 3 being done without waiver or change to the burdens of 4 proof or persuasion that may be applicable to any of the 5 issues being presented in this matter. 6 And, lastly, let me suggest the usual Jaffe 7 ground rule for exhibits once they're marked. Anything 8 that's marked is then conditionally admitted subject to 9 any objection that the board may sustain. 10 The corollary to that is you can object at any 11 reasonable point in the process. You don't have to do 12 so immediately when something's marked. But, 13 ultimately, silence means it's in because it is, after 14 all, labor arbitration, and counsel frequently fail to 15 go ahead and utter the magic words, "move for the 16 admission of"; right? 17 MR. URBAN: Correct. 18 THE ARBITRATOR: So there it is. 19 MR. MARKEL: Dawn is excellent at reminding us 20 when we forget. 21 THE ARBITRATOR: There we go. 22 Is there anything else that we need to take 23 care of before we get to opening statements? 24 MR. URBAN: No. 25 THE ARBITRATOR: Okay.	12 1 was reached. 2 It's important that you notice -- and I do see 3 in the proposed exhibits from the company -- the prior 4 work rules that were -- the company had been operating 5 under prior to the collective bargaining agreement. 6 As you probably know, Arbitrator Jaffe, 7 Allegiant operated without a union from the mid-1990s 8 until 2016 when this contract was entered into. They 9 did so under those basic work rules that were 10 transformed into the collective bargaining agreement. 11 We have included with our exhibits -- and 12 they're for information purposes primarily since they're 13 decisions -- prior decisions. They include the prior 14 decisions that you made as the neutral in Exhibits 10 15 and 11 on premium pay for regular, composite, and 16 reserve pilots. 17 The reason I point those out is they make clear 18 that the work rules are no longer what there is in 19 effect between the parties, but, in fact, it's the 20 collective bargaining agreement that superseded those 21 work rules and that that's what we're here to interpret, 22 not the work rules but the collective bargaining 23 agreement. 24 As you know from the prior decisions and the 25 prior cases, there were specific contract implementation
11 1 At your convenience, then, Mr. Urban. 2 MR. URBAN: Thank you. I'm going to take my 3 mask off because otherwise it will fog my glasses. 4 THE ARBITRATOR: That's fine. 5 MR. URBAN: Just so you know why I'm doing 6 that. 7 Good morning, Arbitrator Jaffe and Members of 8 the Board. Michael Urban for Teamsters Local 2118 and 9 the grievant, Captain Quinn Swift, who is here. 10 The present case obviously involves the first 11 collective bargaining agreement between Allegiant 12 Airlines and what was formerly Local 1224, now Local 13 2118. That contract is extended since the parties are 14 currently in negotiations for a new contract. 15 The case in Grievance 4621 involves Allegiant's 16 compliance with express terms of the collective 17 bargaining agreement and the principles of duty and 18 reassignment. 19 As I mentioned, the initial collective 20 bargaining agreement covers the period of August 1 of 21 2016 through July 29 of '21, but it is extended. 22 Undoubtedly, you will hear testimony, at least from the 23 union's side, about the three and a half years it took 24 to put together this collective bargaining agreement and 25 the parties' discussions and the final agreement that	13 1 documents with this agreement, but, in effect, the final 2 collective bargaining agreement does cover pilot 3 compensation in Section 3, pilot scheduling in Section 4 15, pilot hours of service in Section 14, and reserve 5 duty in Section 16. 6 Those are the provisions that are going to be 7 most important to the discussion in this particular 8 arbitration. 9 The question, as you have seen from the issue 10 that we have presented, is whether Grievance 4621 raises 11 the issue of compliance by Allegiant with Section 15 12 November 3. The company, in their last list of exhibits 13 and issues, has actually acknowledged that that is an 14 issue for this board to decide, whether there's been a 15 violation of that particular section of Section 15. 16 Now, I wanted to take this back to address at 17 least partially the company's allegations with regard to 18 timeliness and with regard to laches as they have 19 asserted them. 20 First of all, Section 18 and 19 of the 21 collective bargaining agreement cover the grievance 22 procedure, Section 18, and the System Board of 23 Adjustment, Section 19. Section 18 provides the 24 timelines for the grievances to be filed, the timeliness 25 of those grievances, grievance hearings, and grievance

14 1 responses. 2 The events that led to the filing of this 3 grievance for Captain Swift occurred on July 19, 2021. 4 His grievance was filed three days later on July 22nd of 5 2021, clearly within the 30 days of Section 18 with 6 regard to filing of a grievance. That is what I'm 7 putting forth on the timeliness issue. You have those 8 documents already in evidence as Joint Exhibit 2. 9 Now, Section 18 requires a grievance hearing on 10 every grievance before it moves forward to a board of 11 adjustment hearing. That's in section -- and it says 12 that grievance needs to go to a grievance hearing for 13 possible resolution. And if it's not resolved, then the 14 company has the opportunity to respond within 15 days 15 with their response to a grievance. 16 The grievance hearing in this matter took place 17 on September 15 of 2021. The company had 15 days 18 thereafter to respond. They did not. Their first 19 response to Grievance 4621 occurred on February 27 of 20 '23. That's Joint Exhibit 3. Twenty-one months after 21 the grievance was filed and the only time a remedy was 22 ever proposed in this matter, that remedy being a 23 replacement day off and not the reimbursement for the 24 ticket that Captain Swift had to buy to get home as part 25 of his grievance.	16 1 And, again, referring back, prior decisions in 2 Exhibits 10 and 11 confirm that once those work rules 3 were out and the new contract came in, then definitely 4 those work rules no longer applied. 5 Now, the final language that was put into the 6 collective bargaining agreement and affects Captain 7 Swift in his grievance is contained throughout. And as 8 you know from prior looking at it -- all the board 9 members know from prior cases, Section 2 of the 10 collective bargaining agreement contains the definitions 11 that are applicable to this particular grievance. It's 12 important to go through at least some of those because 13 they do have direct application in this case. 14 Obviously, we have three different kinds of bid 15 lines. We have the regular bid line, the composite bid 16 line, and the reserve bid line. In this particular 17 case, Captain Swift was a regular line pilot when this 18 event -- these events took place. He had a regular line 19 that he was flying. He was not on reserve. He was not 20 sitting as a RAP or a reserve applicability period. 21 This was part of his regular schedule. And that's 22 important for a couple of reasons. 23 You are, I'm sure, familiar with what a reserve 24 availability period is where a pilot on reserve is 25 basically on call for an assignment that might be given
15 1 The company now contends the grievance is 2 untimely based on a pre-CBA practice of the company and 3 management rights. They're alleging management rights 4 allows them to do what they're doing here, which -- and 5 you'll see the facts when we actually get to them, what 6 we're really disputing. And the Court -- excuse me. 7 The company is asking the board to look only at one 8 section of the collective bargaining agreement. They're 9 asking this board to please look at Section 14 Bravo 3, 10 which deals with delays of flights due to trip, weather, 11 or mechanical issues. I mention that again, delays, 12 because that is not what happened here. 13 And if you look at Section 14 Bravo 3, you'll 14 see there's nothing in that section that allows the 15 company the right to reassign a pilot if there is a 16 trip, weather, or mechanical delay. That's not what 17 happened here. 18 The key to this language will be the agreed 19 language that was entered into in this contract in 20 Section 15 November 3. That language, just to make it 21 very clear, was not in the prior pilot work rules. It 22 was agreed to by the parties at the table. They 23 discussed and negotiated that specific section. You 24 will hear from the chief negotiator of the union who put 25 that into the contract with the company.	17 1 to him. 2 The other thing that's important here is chief 3 pilot. Chief pilot is described in the collective 4 bargaining agreement as a designated management position 5 that's there, basically, to try and help the pilot. If 6 something comes up, then it's a dispute with the 7 company. 8 When this dispute happened, Captain Swift made 9 calls to several chief pilots to try to get their 10 assistance. Those chief pilots, essentially, agreed 11 with Captain Swift's position on this particular 12 grievance, but they were overruled by scheduling, who 13 was going to do whatever they were going to do in this 14 particular case. 15 Crew scheduling is also, obviously, defined 16 here. I think it's important to remember the 17 definitions of "day," a 24-hour period, and "day off," a 18 day on the bid line in which a pilot is free of all duty 19 at his permanent or TDY domicile. 20 The events that took place on this particular 21 grievance were out of domicile, away from Captain 22 Swift's home. 23 It's also important to note deadhead 24 transportation because there has been a prior decision 25 of the board, which is also attached as one of our

18 1 exhibits for information purposes, where the difference 2 between "deadhead" and "remain overnight" and the pay 3 for those items is explained and has been interpreted. 4 The reason I bring that up is, as you know, 5 from the position statement of the company and several 6 of their exhibits, they are referring to prior grievance 7 settlement agreements that dealt with remain overnight 8 or flights that were delayed into a day off. Again, not 9 cancelled, but delayed into a day off. 10 Going forward, I want to make sure that we are 11 also aware of junior assignment, which is a procedure 12 used by crew scheduling to involuntarily assign a pilot 13 to duty on a day off. Obviously, that's important here 14 because it's an option that would be available for the 15 company if they needed to get a pilot to cover an 16 otherwise uncovered flight. Junior assignment pay is 17 also important because if you junior assign a pilot, 18 you're paying him time-and-a-half as opposed to straight 19 time. 20 And, finally, minimum days off come into play 21 because of the settlement agreements that have been 22 proposed or offered by the company and the minimum 23 guarantees, which I know you're familiar with from your 24 prior cases. Open time is also something that is 25 important to remember, which is where flights can be	20 1 RON, R-O-N. Important definition. Remains 2 overnight, 3 "When using RON, it is a period of time 4 scheduled for a pilot to receive rest in a 5 designated rest facility when on company 6 business away from domicile." 7 So talking about all those things -- there's 8 also a definition that needs to be -- and you'll hear 9 about it from the chief negotiator. The parties, when 10 they negotiated this agreement, they agreed that there 11 would not be airport standby. And I'm sure you're 12 familiar with what that term is, but in Section 16 Echo 13 7, they specifically agreed that the parties would not 14 have airport standby as part of this contract. And it's 15 specifically set forth in that paragraph of Section 16. 16 That is applicable here because that's kind of 17 what we're talking about with what happens to Captain 18 Swift. And you will see Captain Swift is not the only 19 pilot who has filed grievances on this issue. 20 Unfortunately, the company does not agree to combine 21 grievances for presentation to the board. 22 They make sure that the union only pick one, 23 and that's why the company is being presented and the 24 board is being presented with just one grievance, but 25 there are many grievances where pilots have come across
19 1 placed in open time for them to be picked up by pilots, 2 if they're available. That would be pilots that might 3 be on reserve, other pilots that want to get additional 4 pay. They can pick up flights in open time. 5 The other thing that's important here are the 6 definitions of out-of-domicile reserve duty assignment. 7 That's on page 2-6. It says, 8 "In accordance with Section 16, reserve duty, a 9 pilot on a RAP from one domicile being used for 10 a trip pairing at another domicile." 11 That doesn't directly affect Captain Swift, but 12 you need to be aware of that because there is also 13 language on reassigned and reassignment, which is 14 applicable. 15 Permanent domicile is obviously where a pilot 16 is located. Reassigned and reassignment on page 2-7 are 17 defined as follows: 18 "An involuntary change to a pilot's scheduled 19 duty on a scheduled workday. The company shall 20 utilize the provisions within Section 15 when 21 reassigning a pilot and such pilot shall be 22 paid in accordance with Section 3." 23 Not Section 14, but Section 15, which is what 24 the company is remain -- is alleging allows them to do 25 what they did to Captain Swift.	21 1 the same kind of problem that Captain Swift has, and 2 they have either filed a grievance, or, as you'll here 3 from one of the witnesses that you'll hear from tomorrow 4 or today, they have actually spoken to the chief pilot, 5 and the chief pilot has said, the pilot is correct, you 6 need to get that pilot home at the end of his shift if 7 you're not going to have him finish that job or if the 8 plane broke down and you can't finish that flight. You 9 will hear that testimony from a pilot and what the chief 10 pilots do when they're confronted with these issues. 11 So going through, I know you're familiar with 12 premium pay. I know you're familiar with Section 3 13 Frank, which is cancellation pay. Those have some 14 application in this case. 15 As I mentioned, reassignment pay is defined in 16 Section 3 November; junior assignment pay, 3 William; 17 and VFN pay, which I believe you understand and know, 18 which is if there's a flight that's open, the company, 19 if they need a pilot to cover that, they may post a VFN. 20 And a VFN is out there for either 30 minutes or two 21 hours for pilots to say, hey, I'm available; I can pick 22 that up. 23 What's important about that is you must post a 24 VFN before you junior assign a pilot, and VFN pay is two 25 times. We believe that the company is trying to avoid

22 1 both the junior assignment time-and-a-half pay and the 2 VFN double pay when they did what they did to Captain 3 Swift. 4 So that gets us to Section 15 November, as I 5 mentioned. I'm not going to read the entire section to 6 you because I think you have the obvious ability to look 7 at it, but it specifically talks about the rules for 8 reassignment in domicile and reassignment out of 9 domicile. 10 The party who negotiated this contract will 11 tell you about how they got to that language and will 12 talk about it. 15 October talks about extensions, which 13 are also ability but are not applicable in this 14 particular case. This was not an extension of an 15 existing flight. 16 And if you -- again, 14 Bravo 3 talks about 17 trip, weather, mechanical and how a pilot will be paid 18 if his flight is delayed beyond midnight on the day. It 19 talks about what he will get in terms of if that flight 20 is delayed past midnight and past 2:00 a.m. If it's 21 past 2:00 a.m., he will be paid back to midnight and he 22 will get a replacement day off. Nothing in that section 23 talks about reassignment to a totally different duty. 24 So company has also said they want to have you 25 look at prior grievance settlement agreements. So we're	24 1 negotiation. They contend that management rights and 2 past practice allows them to do this, but that doesn't 3 allow them to specifically ignore express contract 4 language on reassignment. 5 And with that, I want to basically talk about 6 what -- oh, one other thing I need you to focus on, and 7 I don't think the parties have talked about it. 8 As part of the negotiations, the three and a 9 half years it took to negotiate this collective 10 bargaining agreement, the parties inserted at the back 11 of the agreement what they call IBT contract TA FAQs. 12 And I'm just going to read the last FAQ from you because 13 this is where the company claims 15 November 3 does not 14 apply, but this is the agreed frequently asked question: 15 "Question: If I end up on an unscheduled 16 overnight due to aircraft maintenance, would I 17 be required to stay with the aircraft until it 18 was repaired, even if it went into my days off? 19 "Answer: No. It is required to be returned to 20 domicile on the last day of your trip pairing 21 where possible; however, if a situation arose 22 where you have been stuck late at night away 23 from domicile before a day off, you may remain 24 until your day off but must be home on that 25 first day off where possible."
23 1 going to have the parties who negotiated that grievance 2 settlement agreement. Company has listed their 3 witnesses that settled those grievance settlements. You 4 will hear from the parties on the union side that 5 settled those. 6 I would point out to you that the board needs 7 to look closely at the grievances. And, if we have to, 8 we'll go through every single grievance that was part of 9 those grievance settlement agreements to point out and 10 show you how they are not the grievance we have here. 11 They are not what you have with Captain Swift. 12 They involved a delay of an existing flight 13 that went beyond midnight into the next day and the 14 question of what would be paid to those pilots, whether 15 they would be entitled to RON pay for remaining 16 overnight and whether they would get a replacement day 17 off. That's what all of those cases dealt with. Every 18 single one of them. They do not deal with the 19 circumstance that we have with Captain Swift. 20 And we will show you that the company, step by 21 step, methodically, made a decision not to comply with 22 16 -- excuse me -- Section 15 November with regard to 23 the reassignment of Captain Swift. They totally ignored 24 that language, that new language that was put in the 25 collective bargaining agreement as part of the parties'	25 1 That's the crux here of this case. They should 2 have got him home. They are required to get him home. 3 The company and the union agreed in the frequently asked 4 questions he shouldn't have to stay with the plane. 5 So now I want to just briefly -- and you'll 6 hear specifically from Captain Swift because one of the 7 other things that you're going to hear from the company 8 is under 15 November 3, if we get to that argument, this 9 was beyond their control. They had to reassign Captain 10 Swift to a totally different assignment with a totally 11 different overnight at a different location, which is 12 what they were planning to do before he got on the plane 13 and went home. Totally in violation of Section 15 14 November. 15 And you will see step by step what the company 16 did -- what they were planning to do before Captain 17 Swift, after talking to his chief pilot, decided he 18 wasn't going to stick around, and he went home because 19 he believed he was entitled to. 20 And so it's important that there are other 21 things the company can do when they don't have a pilot 22 available. They have reserve pilots, like I said, who 23 have reserve availability periods. They can be used to 24 get a broken plane, once it's repaired, sent on its way 25 afterwards other than airport standby or keeping a pilot

26 1 there. 2 And you'll hear some testimony from at least 3 one pilot who was not only required to stay with the 4 plane, he was required to stay for multiple days with 5 the plane on one of his grievances. And that grievance 6 hasn't been resolved yet either, by the way. 7 So the point is this isn't an isolated 8 incident. This is something that happens on a regular 9 basis, and there are many grievances that have been 10 filed by other pilots for the same problem. 11 But, more importantly, let's talk specifically 12 about other options. Like I said earlier, they have the 13 option of a junior assignment. They have an option of 14 putting the flight that they want covered or a return 15 flight in open time for a pilot to pick up, and they 16 have the ability to VFN, to get that plane home or get 17 it to wherever they want it to go. 18 None of those were options that they exercised 19 or planned to exercise with regard to Captain Swift. 20 Totally the opposite. They were going to make him stay 21 there, fly that plane, go to Las Vegas, which is not his 22 base at the time, stay there overnight and do another 23 flight. And you'll hear the specific scheduling that 24 took place or was planned to take place on this 25 particular issue. And those are records that are within	28 1 the flight is cancelled. And these are all detailed 2 specifically by Captain Swift in his grievance. He has 3 chronologically detailed exactly what happened to him. 4 Crew services calls and says the flight is cancelled. 5 You're all going home on one of the two or three 6 possible ferry flights that are available the rest of 7 the day. That's what they're told, to start. Go to 8 lunch. 9 The entire crew, both the captain and the first 10 officer and the two flight attendants, are listed on a 11 return flight within the next four hours. They are 12 actually listed on a flight home. They go to lunch. 13 While they're at lunch, crew services calls 14 again. Everybody's going home except Captain Swift and 15 the first officer. They get to spend the night and fly 16 that plane the next day. Not back to where it was going 17 but to a totally different destination. That's why this 18 case is different than the trip where the mechanical 19 delays in Section 14, the remain overnight -- there's no 20 remain overnight issue here. They didn't remain 21 overnight because Captain Swift did what he should have 22 done. He called the chief pilot. He called several 23 chief pilots to find out what the heck. They're telling 24 me I have to stay overnight and fly something totally 25 different tomorrow.
27 1 the company's scheduling system. 2 So what we have is, as I said, Captain Swift, a 3 regular line pilot in July of 2021, not on reserve, not 4 subject to the reserve reassignment rules. He's at the 5 beginning of the second of his four legs of his trip 6 that day. So he's going to go out and back, out and 7 back, and get home. The plane at the beginning of that 8 second leg has a mechanical problem. Those things 9 happen. Planes get delayed. Flights get delayed. 10 Those are covered by 14, Section 14. 11 So the plane gets apparently fixed, but, 12 unfortunately, as they're backing out for the plane to 13 take off again, the same problem happens again. So they 14 return to the gate. They are told the repair did not 15 work. The plane is not going to be able to fly. 16 And this is where it gets really interesting on 17 15 November 3. They are told the plane is down until 18 repairs can be done. They cancel the flight. They tell 19 the passengers the flight is cancelled, and it is not 20 being rescheduled. It's not the same flight on the same 21 day as Captain Swift was originally scheduled to fly. 22 They take the plane and tow it to remote parking because 23 they're going to have to fix it. 24 They talked to the terminal for negotiations -- 25 for instructions. Crew services initially tells them	29 1 Both of the chief pilots -- he actually gets 2 chief pilot on the phone. Chief pilot says, "You're 3 right. You should be sent home. You should get to go 4 home." 5 But what happens? And there's a reason he 6 needs to go home, by the way. The next day is his day 7 off. He has an appointment for his medical clearance to 8 be maintained. He tells them that. He tells the chief 9 pilot; he tells the company. That doesn't matter. 10 You're staying. 11 So he makes every effort. He talks to both the 12 chief pilot; he talks to scheduling. They're not going 13 to let him go home. So he gets -- he finds out what's 14 available for flights home. Gets a flight scheduled. 15 Gets through screening. They won't let him board. 16 Company refuses to let him board the plane to go home. 17 What does he do? He finally can't do anything 18 else. He basically says, "I'm going home." Buys a 19 ticket to get himself home. Tells them he's not going 20 on the cancelled flight because that cancelled flight is 21 done. He's not going to fly the next day. He's blocked 22 to getting another ticket. He finally gets a ticket 23 home. He gets home. 24 What does the company do? Oh, and by the way, 25 you'll see when he talks, but he actually spoke to the



OASIS
REPORTING SERVICES

is now



LEXITASTM

30 1 mechanic with that particular plane. They had no idea 2 about when the parts would be there or when it would be 3 repaired. So in all -- you know, for all likelihood, he 4 might have been there for days. 5 There was no discipline; however, the company 6 writes him down for a no-show for the flight the next 7 day. They actually schedule and send out -- and you'll 8 see it in the union's exhibits -- a Section 18 9 disciplinary meeting for him, but that's cancelled. 10 They cancel that meeting, but on his record still today 11 is a no-show for a flight that was totally different 12 than the one he originally flew. Still on his record. 13 Now, we believe that what the company did here 14 is a breach of the collective bargaining agreement. And 15 you'll see from Joint Exhibit 3 the only proposed 16 resolution of this, which came 21 months later, is a 17 replacement day off. 18 Well, Captain Swift doesn't need a replacement 19 day off. He went home and had his day off, went to his 20 medical appointment so he could keep flying for 21 Allegiant. 22 And you're also going to see the other 23 grievances I mentioned where other pilots have filed it. 24 And, if we have to, we'll go through each of those RON 25 pay or grievance settlement agreement cases, and you'll	32 1 rattle off a lot of different CBA sections. He -- 2 Mr. Urban referred to more than -- or other related 3 grievances that they presented. I think in their 4 disclosures there's more than 300 pages of grievances 5 that they say are related. 6 Now, the vast majority of those grievances have 7 nothing to do with this arbitration and concern 8 completely different issues. But, in any event, as the 9 union has once again conceded, every case under the CBA 10 must be considered separately unless the parties 11 expressly agree to combine them. 12 There's been no agreement to combine those 13 grievances to this case. Simply put, none of those 14 grievances are before this board, and the board has no 15 jurisdiction to consider them. 16 The union's disclosures also contain a number 17 of documents related to golden days. Under the CBA, 18 golden days are days off that the company cannot move to 19 assign a pilot work on that day. But on page 2-4 of the 20 CBA, it expressly says that golden days apply only to 21 pilots on reserve lines. 22 As Mr. Urban just admitted, Mr. Swift was a 23 line holder at the time of these events, not a reserve 24 pilot. And so that day that he was directed to work 25 could not have been and was not a golden day.
31 1 see they are not the same as this case. 2 As a remedy for this particular grievance, 3 which will affect all of the other pilots it's happening 4 to, we're asking the company to cease and desist from 5 this out-of-base reassessment or reassignment that is 6 not in compliance with Section 15 November 3 and provide 7 pay and replacement day off as needed to those pilots 8 who have filed grievances. 9 Again, with Captain Swift, the primary reason 10 here is cease and desist and pay for the ticket he had 11 to pay to get home. 12 Thank you very much. 13 THE ARBITRATOR: Thank you, Mr. Urban. 14 Would you like to make an opening at this time, 15 Mr. Markel? 16 MR. MARKEL: I would. 17 THE ARBITRATOR: Very good. 18 MR. MARKEL: Good morning. 19 THE ARBITRATOR: Good morning. 20 MR. MARKEL: Allegiant's prehearing submission 21 laid out much of our case. Rather than repeat those 22 points, I'd like to start by addressing a few of the 23 issues raised by the union's opening statement and the 24 documents in its prehearing disclosures. 25 Now, as I'm sure you did, I heard the union	33 1 What is relevant, if anything, about golden 2 days is that in February 2021, the parties entered into 3 a grievance settlement regarding golden days and 4 mechanical delays. That GSA specified specific narrow 5 circumstances where a pilot could refuse to work. 6 Importantly for this arbitration, that GSA says 7 that the company can assign pilots to work on their day 8 off due to weather or mechanical delay and that weather 9 and mechanical delays are governed by Section 14.B.3 10 without providing any right of refusal in that context. 11 As that GSA shows, the parties clearly know how 12 to say that a pilot may refuse an assignment. That they 13 conspicuously chose not to do that, outside of the very 14 narrow exception regarding golden days, shows that they 15 intended not to apply that to mechanical and weather 16 delays under that GSA and the situation that occurred 17 here with Mr. Swift. 18 Now, the union's disclosures also include as a 19 potential exhibit a grievance settlement agreement that 20 expressly and unequivocally states that it shall not be 21 cited, offered, or relied upon in any manner whatsoever, 22 now or in the future, in connection with any matter 23 involving other bargaining unit employees or the union 24 except in a proceeding to enforce the terms of that 25 agreement.



OASIS
REPORTING SERVICES

is now



LEXITASTM

34 1 Now, Mr. Swift was not a party to that 2 agreement, and this is not a proceeding to enforce that 3 GSA. So not only is that GSA irrelevant here, but the 4 union has already violated its terms by including it in 5 its disclosures. 6 Now, the grievance before the board does not 7 concern any of those issues. As Mr. Urban just 8 admitted, what is really before the board is Section 9 15.N.3. The grievance is explicit on this point. It 10 repeatedly references, cites, and quotes from Section 11 15.N.3 and conspicuously does not allege violations of 12 any other provision. 13 The basis for that allegation is that in July 14 2021, Mr. Swift was assigned to a single-day trip 15 originating at his domicile in Mesa, Arizona, and ending 16 later that day back in Mesa. During that trip, his 17 aircraft experienced a mechanical delay in Provo, Utah, 18 which required replacement parts and overnight 19 maintenance. 20 As a result, the company directed Mr. Swift to 21 stay with the aircraft in Provo and to fly it back to 22 the original origin destination, Mesa, as soon as the 23 repairs were complete, ultimately. 24 Mr. Swift refused those directions because, in 25 his view, Section 15.N.3 and the related frequently	36 1 would have to stay overnight at the outstation airport 2 and fly the aircraft back once -- once the repairs were 3 finished on a scheduled day off. 4 The practice is important for several reasons. 5 As we outlined in our submission, having a crew on hand 6 ensures the aircraft can be returned as soon as the 7 inclement weather has past or the maintenance issue is 8 resolved. 9 But even more importantly in mechanical issues, 10 having a crew with the aircraft is significant because 11 at many smaller outstation airports, Allegiant's 12 maintenance staff may be small or it only has outside 13 contractors. 14 It is, therefore, essential to have an 15 Allegiant employee remain with the aircraft while 16 repairs are being made. At some airports, a pilot may 17 be needed to help run the aircraft's engines as part of 18 the maintenance being performed, and without a crew 19 there completing necessary maintenance, it may take 20 longer or may not even be possible, further delaying 21 when the aircraft can be returned. 22 Ultimately, those delays result in future 23 delays down the line and cancellations and are critical 24 in avoiding those -- those types of situations for 25 Allegiant's business. Those types of delays and
35 1 asked question prohibit Allegiant from ever requiring 2 pilots to stay overnight. 3 Now, as Elkouri and Elkouri explained, when a 4 grievance like this uses specific allegations and 5 specific language, the arbitration is limited to that 6 specific issue, and no additional disputes may be added. 7 Accordingly, I think the parties, at least on 8 the merits, are in agreement that the question before 9 the board posed by the grievance is whether Allegiant 10 violated Section 15.N.3 by directing Mr. Swift to remain 11 overnight with an aircraft due to a mechanical delay and 12 to fly back to the original origin destination in Mesa 13 after the repairs were complete. 14 As with any contract interpretation case, the 15 union has the burden of proof to show that violation. 16 It can't do that here. 17 As we described in our prehearing submission, 18 when one of Allegiant's aircraft experiences a 19 mechanical issue at an outstation, it is critical that 20 Allegiant be able to have the aircraft return as soon as 21 possible. 22 Accordingly, for years prior to the parties' 23 CBA in 2016, when this occurred, Allegiant often 24 required its pilots to remain with the aircraft until 25 the repairs were complete. This often meant that they	37 1 cancellations are the way that Allegiant loses 2 customers. It cannot have that in its operation, which 3 is why, for decades, it's always required the pilot to 4 remain with the aircraft. 5 Now, Mr. Urban referenced a work rule. And 6 prior to the CBA, Allegiant did maintain work rules. 7 One of those work rules specifically referenced 8 mechanical, trip, and weather delays, and it provided 9 what would happen when a pilot would remain -- who was 10 required to remain with an aircraft in those situations. 11 Mr. Urban's right. It provided additional compensation 12 and a compensatory day off. 13 Now, what I don't agree with is that that work 14 rule bears no relevance here because it was incorporated 15 effectively verbatim into the CBA. The only difference 16 was that the parties added a process whereby pilots who 17 were required to remain with the aircraft in one of 18 those situations could specify which days off it wanted 19 as its compensatory day. Previously under the prior 20 work rule, the company would just choose. 21 But nothing in the modifications to that 22 provision or anything else in the contract prohibit 23 Allegiant from continuing the practice that it had prior 24 to the CBA. 25 Now, because that was the case at all times



OASIS
REPORTING SERVICES

is now



LEXITASTM

38 1 during negotiations and since the CBA took effect, 2 Allegiant continued its practice of requiring pilots to 3 remain overnight with an aircraft at an outstation in a 4 mechanical, weather, or trip-delay situation. Indeed, 5 that's occurred thousands of times over this period. 6 These facts would be enough to rule for the 7 company. Section 14.B.3 specifically addresses 8 mechanical delays like the one here and is supported by 9 years of past practice. 10 But that is not the only evidence that supports 11 Allegiant's position in this case. As noted in our 12 submission, in 2018, the parties entered into a 13 grievance settlement agreement that is directly on point 14 to this issue. That GSA is clear on its face. It 15 explains that was meant to address situations where 16 pilots were required to remain overnight due to an 17 operational issue and to work on a previously scheduled 18 day off. It states that the union had taken the 19 position that when this occurs, it would be governed by 20 14.B.3. It also states that, going forward, the company 21 would apply 14.B.3 in those situations. 22 Now, Mr. Urban has, I suppose, hinged his case 23 on the assertion that the grievances that led to that 24 GSA are nothing like Mr. Swift's. In particular, he 25 said that they did not concern delay -- or they did not	40 1 happened here. 2 And in Bates Stamp Allegiant 233, the pilot 3 specifically says that the flight was cancelled due to a 4 lightning strike and resulting mechanical issue. 5 Now, we'll show -- I mean, we can go through 6 these and show that these were not situations where 7 simply, you know, there was a delay resulting in a few 8 hours and the pilot just flew back later that night. 9 These involve cancellations, changes to itineraries. 10 And what's important to know, and I'll address this in a 11 second, the GSA was specifically intended to avoid all 12 of these disputes. 13 The parties used specific language in the GSA 14 regarding returning to the origin destination. That was 15 intended to avoid disputes about whether something was a 16 reassignment due to a ferry flight or a rescue flight or 17 change in flight numbers or change in itineraries. All 18 of this was intended to just apply a broad, clear rule. 19 If the party -- if the pilot was returning to the origin 20 destination, it would be covered. 21 Now, the GSA, as I said, is strongly supportive 22 of the company in this context. The conclusion is even 23 stronger when it is viewed in context. As I mentioned, 24 the grievances underlying that are similar -- involve 25 similar situations to Mr. Swift. In fact, they involve
39 1 concern cancellations like Mr. Swift; they were only 2 delays. No changes in scheduled trips. No changes in 3 itinerary. 4 That's simply not true. I just quickly jotted 5 down a few examples. One of the grievances specifically 6 listed in the GSA that the parties would be subject to 7 14.B.3 had a mechanical issue with an anti-ice 8 component. Another crew and aircraft picked up the 9 passengers, just like occurred in Mr. Swift's situation, 10 and the grievant was directed to fly the -- an empty 11 aircraft back to the base the next day. 12 Another one involved mechanical issues -- 13 THE ARBITRATOR: I'm sorry. I apologize for 14 interrupting, but just so -- 15 MR. MARKEL: Yes. 16 THE ARBITRATOR: -- it's easy to find, do you 17 have a number or a pilot name or something of -- 18 MR. MARKEL: It's Allegiant 225. 19 THE ARBITRATOR: Thank you. 20 MR. MARKEL: Another one, Allegiant 231 -- I'm 21 referring to the Bates stamp number -- had a mechanical 22 issue leading to an overnight stay. The pilot then 23 deadheaded back to their original origin destination the 24 next day, which was a day off, and could not complete 25 the originally scheduled trips. Again, same thing that	41 1 a broad scope of different circumstances that the 2 parties all agreed would be subject to 14.B.3. 3 But even more than that, the parties' 4 correspondence preceding the GSA demonstrates beyond any 5 doubt that they rejected the exact argument that the 6 union is making here, that these situations were 7 out-of-domicile reassignments covered by Section 15.N.3. 8 In 2017, Andrea Gansen, Allegiant's director of 9 labor relations at the time, wrote a letter to the 10 union's general counsel in response to the union's group 11 grievance that led to the 2018 GSA. And I'm looking at 12 Allegiant 220 here, if you'd like to refer to that 13 document. In that letter, Ms. Gansen outlined the 14 parties' respective positions. 15 Now, the exact language she used is important; 16 so I want to make sure I quote it. Ms. Gansen explained 17 that "The organization asserts that when a pilot is 18 unable to return to a domicile as scheduled and 19 subsequently assigned to return to domicile on 20 the next day, which is a day off, he or she 21 should receive a replacement day off pursuant 22 to Section 14.B.3." 23 She then went on to note that the company 24 disagreed and believed that Section 15.N.3 should apply 25 instead. Again I'm quoting,

42 1 "The company holds that when a pilot is unable 2 to return to domicile as scheduled, is assigned 3 to return to domicile the next day, which is a 4 day off, he or she is governed by the 5 provisions of Section 15.N.3, out-of-domicile 6 reassignments." 7 In addition, Ms. Gansen specifically addressed 8 the frequently asked question that the union and 9 Mr. Swift has placed such an emphasis on in this case. 10 In her letter to the union, she argued that -- 11 or she characterized the union's position, again I'm 12 quoting, 13 "The organization's essential argument was that 14 a mechanical or weather delay keeping a pilot 15 overnight out of domicile is not subject to 16 reassignment out of domicile provisions and it 17 is not a reassignment. It is a delay." 18 Then, quoting from the frequently asked question 19 regarding Section 15.N.3, Ms. Gansen wrote that "The 20 union's grievance regarding this issue was 21 clearly the same situation addressed in that 22 FAQ and it is clearly recognized in the FAQs as 23 being subject to the provisions of Section 24 15.N.3." 25 Again I'm quoting from Ms. Gansen's letter. So	44 1 it is because it confirms that the company's position in 2 this case is correct. 3 As I noted a second ago, that language was 4 specifically intended to preclude the exact arguments 5 they're making here. The language regarding requiring 6 pilots to remain overnight and then operate to the same 7 origin destination on the next day is significant. It 8 was intended to avoid disputes about flight -- changes 9 in flight numbers, whether a different crew was sent to 10 pick up passengers, and whether Allegiant had -- was 11 required to cancel segments of trips. 12 To avoid all these disputes and provide clarity 13 going forward, the parties agreed that so long as the 14 pilot was directed to return the aircraft to the 15 original origin destination at the end of the day, that 16 would be covered by Section 14.B.3. And that's what 17 happened here. 18 Mr. Swift departed from Mesa, Arizona. He was 19 scheduled to return to Mesa, Arizona. After his 20 aircraft experienced mechanical delay, he was ultimately 21 directed to fly back to Mesa, Arizona, on his scheduled 22 day off just as the 2018 GSA allows. 23 Now, I want to make one final note before I 24 turn to the issue of timeliness. The union's argument 25 that Section 15.N.3 requires Allegiant to immediately
43 1 the company was taking the exact position that the union 2 is now taking in this case. 3 Now, in most circumstances, that would be 4 really bad news for the company. But here the opposite 5 is true. That's because the union specifically rejected 6 the company's position that these situations would be 7 covered by Section 15.N.3. 8 Shortly after Ms. Gansen sent her letter 9 arguing that Section 15.N.3 should apply, the union 10 responded rejecting the company's position and appealed 11 its grievance to arbitration. 12 In that grievance appeal, the union again 13 asserted that the company was violating the CBA by 14 applying 15.N.3 instead of 14.B.3 when pilots are 15 required to remain overnight and work on a scheduled day 16 off due to a mechanical or weather delay. 17 And as I noted, the specific language they 18 used -- well, I jumped ahead. As we explained in our 19 prehearing submission, the parties ultimately settled 20 the union's grievance over that issue by agreeing to the 21 union's position that 14.B.3 would control when a pilot 22 was remained -- required to remain overnight just like 23 Mr. Swift was here. 24 Now, I noted a second ago that the specific 25 language they used in that GSA is important, and I think	45 1 return a pilot to their base is wrong. That is not what 2 Section 15.N.3 says. 3 Section 15.N.3.c states that in circumstances 4 beyond the company's control where it is unable to 5 return a pilot to it -- its -- his domicile on the 6 originally scheduled day off, the company may assign the 7 pilot to work on the pilot's first scheduled day off so 8 long as the company gets the pilot home on that day. 9 The FAQ regarding 15.N.3 that the union quoted 10 from in its opening repeats this. It states that "A 11 pilot may be required to remain until your day 12 off but must be returned home on the first day 13 off where possible." 14 So even under Section 15.N.3, a pilot may be 15 required to work on their first scheduled day off. And 16 nothing -- nothing -- in that provision states, as 17 Mr. Swift and the union contend here, that the company 18 is required, without exception, to get a pilot back home 19 on a revenue flight, the first one available, and can 20 never require them to work on a scheduled day off. It 21 simply doesn't say that. 22 Thus, even if Section 15.N.3 did apply in this 23 case, which we don't agree it does given all of the 24 evidence showing that the parties expressly agree that 25 14.B.3 would govern, Allegiant's direction to Mr. Swift



OASIS
REPORTING SERVICES

is now



LEXITASTM

46 1 to fly home back to his domicile the next morning would 2 have returned him on his first scheduled day off and 3 would, therefore, even be permitted by Section 15.N.3. 4 That brings me to timeliness. The union argues 5 that this grievance is timely simply because Mr. Swift 6 filed it a few days after the events giving rise to the 7 case. Now, this is not a new tactic for this union. It 8 has used this argument repeatedly to say, well, we filed 9 it after the immediate event; so it has to be, by 10 definition, timely but, of course, ignores the recent 11 arbitration award that rejected that argument by 12 Arbitrator Peter Meyers. And the facts make here -- 13 make clear that this case is absolutely untimely. 14 We addressed those situ- -- the broad strokes 15 of that argument in our prehearing submission. And I 16 want to just discuss for a second that the documents 17 contained in the union's disclosure only further confirm 18 Allegiant's point on this. 19 For example, the union included emails between 20 Mr. Unterseher and Mr. Porter, the company's lead 21 negotiators, discussing revisions to the CBA as they 22 were finalizing the agreement. In those emails, they 23 discuss having pilots remain overnight with an aircraft. 24 Now, the fact that this was occurring hundreds 25 of times during the negotiations are clear enough to put	48 1 this issue, the earliest grievance that makes any 2 contention that these situations would be subject to 3 15.N.3 was filed in March of 2019. 4 That's two and a half years after the CBA went 5 into effect and more than nine months after the 2018 GSA 6 when both the union and Mr. Swift were, again, 7 indisputably aware of the practice they are now 8 challenging. 9 This case is, therefore, even clearer than the 10 one in which Arbitrator Meyers found the grievance to be 11 untimely. Regardless of whether the board looks at the 12 effective date of the CBA or the 2018 GSA, the current 13 grievance filed in 2021 is late by a number of years. 14 For each of these reasons, the union's 15 grievance should be denied in its entirety. 16 THE ARBITRATOR: Thank you, Mr. Markel. 17 Any additional opening argument, Mr. Urban, 18 before -- 19 MR. URBAN: No. 20 THE ARBITRATOR: -- we get to evidence? 21 MR. URBAN: No. 22 THE ARBITRATOR: Very good. 23 MR. URBAN: Can we take a short break? 24 THE ARBITRATOR: Never a problem. We're off 25 the record.
47 1 the union on notice of that practice, but the emails 2 further confirm that was the case. There's no dispute 3 here that the union knew of Allegiant's practice of 4 requiring pilots to remain overnight in mechanical 5 delays at the time the CBA took effect. This case is, 6 therefore, nearly identical to the recent arbitration 7 before Peter Meyers where he find -- found the union's 8 grievance to be untimely. 9 In that case, because the parties had discussed 10 the company's practice of requiring pilots to drive 11 rental cars to deadhead between assignments during their 12 CBA negotiations, he found that, and I quote again, "The 13 union unquestionably knew of the company's 14 practice at the time the CBA took effect and 15 then held that the parties' CBA -- the CBA's 16 mandatory grievance deadlines began to run at 17 that point. And because the union did not 18 immediately file a grievance challenging that 19 practice, its claim filed several years later 20 was untimely and outside of the board's 21 jurisdiction." 22 The same is true here. And, once again, the 23 union's own disclosures prove this point. Indeed, among 24 the dozens of grievances that the union asserts are all 25 known grievances concerning this issue or related to	49 1 (A recess was taken from 10:35 a.m. to 2 11:00 a.m.) 3 THE ARBITRATOR: Okay. On the record, please. 4 I assume you'd like the witness to be sworn in. 5 MR. URBAN: Yes. 6 THE ARBITRATOR: Good morning. Could you raise 7 your right hand, please. 8 (Witness sworn.) 9 THE WITNESS: I do. 10 THE ARBITRATOR: Please be seated, sir. 11 GREGORY UNTERSEHER, 12 having been first duly sworn by the arbitrator, 13 was examined and testified as follows: 14 DIRECT EXAMINATION 15 BY MR. URBAN: 16 Q. Can you please state your full name for the 17 record. 18 A. Gregory Unterseher. 19 MR. URBAN: Would you need him to spell that 20 last name, or are you all right? 21 THE COURT REPORTER: (Indicating.) 22 MR. URBAN: Okay. 23 BY MR. URBAN: 24 Q. And who's your current employer? 25 A. International Brotherhood of Teamsters.



50 1 Q. What duties or responsibilities do you have 2 there? 3 A. I manage the pilot representation for the 4 international airline division. So overseeing all of 5 our pilot locals and the contracts as well as all of the 6 government affairs and safety programs. 7 Q. What kind of -- I mean, are you a pilot as 8 well? 9 A. I am a pilot. 10 Q. And what kind of pilot experience do you have? 11 A. I started flying in the late 1980s, and I flew 12 for 27 years, 26 years. And my last employer was World 13 Airways. I was a captain on the 747 when they went out 14 of business. 15 Q. Okay. Have you ever had any union positions 16 affiliated with what's now known as Local 2118? 17 A. No. 18 Q. Okay. You're familiar with the collective 19 bargaining agreement, which is, I believe, Exhibit 1 in 20 that small notebook in front of you? 21 A. This one? 22 Q. Yes. 23 A. Yes, I am. 24 Q. Okay. And did you participate -- excuse me. 25 What's the effective date of that agreement, if	52 1 having small -- small-base markets. 2 Q. Was there any discussion about having pilots 3 home every night? 4 A. Absolutely. It was integral to what they used 5 in marketing for pilots. 6 Q. Was that agreed to by both sides -- 7 A. Well -- 8 Q. -- to try and get pilots home? 9 A. Oh, absolutely. Yeah. It was -- yeah, it 10 was -- it's kind of a core piece of not only the 11 business model but a lot of things that we codified in 12 the contract itself. 13 Q. So that concern is reflected in the CBA? 14 A. It is in multiple places. 15 Q. Now, you're familiar with the language. If you 16 would turn to Section 15, specifically 15 November. 17 I'll tell you the page. 18 A. The page is -- pagination got truncated; so 19 this may take a second. 20 Q. There should be a -- 21 A. Is there a number you have on it? 22 Q. Trying to get to it. 23 MR. MARKEL: Greg, do you want -- 24 BY MR. URBAN: 25 Q. At the bottom it should say IBT-93.
51 1 you can recall? 2 A. August 1st, 2016, I believe. 3 Q. Did you participate in the negotiations for 4 that contract? 5 A. Yes, from April 2015 until ratification, I was 6 the chief negotiator for the contract. 7 Q. So you were present when the collective 8 bargaining agreement was completed; correct? 9 A. That's correct. 10 Q. And is Exhibit 1 in that notebook the final 11 agreement that you negotiated? 12 A. Yes, it appears to be. 13 Q. Was that document approved as written by both 14 sides of the table? 15 A. Yes, it was. 16 Q. All of the portions of it as well; correct? 17 A. Yes. All the appendix, the FAQs, all of it. 18 Q. Okay. Can you -- based on your knowledge of 19 the negotiations and what you talked about with the 20 parties, do you recall what kind of a business Allegiant 21 had at that time? 22 A. Well, I -- it was an ultra-low-cost carrier. 23 They did out-and-back trips, day trips. It was part of 24 their business model. It excluded the hotel costs for 25 the company as well as allowed them efficiencies of	53 1 A. Okay. 2 Q. Scheduling. And if you turn to November, that 3 will be on IBT -- 4 MR. MARKEL: You are looking for 15-14. 5 THE WITNESS: Okay. I have it. 6 BY MR. URBAN: 7 Q. Okay. So was -- 8 A. Hold on a second. Say that number again one 9 last time. 10 Q. IBT-106 on the bottom. Does it say that? 11 A. Got it. Okay. I'm there. 12 Q. 15 November. 13 This was something that was added to the 14 collective bargaining agreement; correct? 15 A. Reassignment rules, yes, it was. 16 Q. And was there any language to this effect in 17 the prior work rules of the company? 18 A. In- and out-of-domicile reassignments, I'm not 19 that I'm familiar with. I believe this is based 20 originally on a Midwest contract that Scott Hegland put 21 together. 22 Q. And do you recall what discussions were had 23 with regard to this specific agreed language? 24 A. Could you restate the question. 25 Q. Yeah.

54 1 Do you recall having specific discussions about 2 15 November? 3 A. Oh, yes. Yes. 4 Q. And who would you be talking to on the company 5 side? 6 A. Jerry Glass and Trent Porter were the two -- 7 they kind of traded duties, but Jerry Glass was 8 principally the chief spokesman for negotiations. 9 Q. And do you recall specific discussions about 10 these reassignment rules during negotiations? 11 A. Yeah, I do. 12 Q. What was discussed? 13 A. Well, how a trip is reassigned and just the 14 guardrails, if you will, that surrounded that. 15 Out-of-domicile reassignments kind of specifically 16 were -- were really thought of as a kind of a rarity, if 17 you will. 18 Q. Why is that? 19 A. Because you'd have to be, again, reassigned to 20 something kind of down line, you know, away from where 21 you were going. And that was -- again, it didn't really 22 comport with the type of flying that they did. 23 Q. So was this put in as "if it happens" kind of 24 language -- 25 A. Yes.	56 1 Q. Just -- it's actually the FAQs. 2 Do you have those in front of you? 3 A. I do. 4 Q. It's the very last three pages of the contract. 5 A. Yeah, I got it. 6 Q. So these were also agreed to by the parties? 7 A. They were and they -- they came up -- we did a 8 road show. We had east and west road shows, and I was 9 on the West Coast with some of our -- our committee, and 10 the company and another part of the committee were on 11 the East Coast. And every night -- and the company 12 would go behind us and answer any questions that had 13 come up during our road show presentation and take 14 questions from the audience and try to make sure that we 15 were all on the same page with what was being agreed to 16 here. 17 And then Trent Porter was the principal contact 18 for the company during this, and we -- we talked and 19 traded emails at night to clarify our understanding of 20 misunderstandings in the contract itself. That gave 21 birth to this FAQ that we came up with, what would 22 happen in these particular instances. 23 Q. Was there a specific discussion about "beyond 24 the company control"? 25 A. Oh, yes. Yes.
55 1 Q. -- or -- 2 A. Yes. 3 Q. Were you aware of any practice or policy of 4 Allegiant doing reassignments of a pilot overnight as 5 described by Mr. Markel in his opening statement? 6 A. Yeah, it was rather rampant without a contract 7 in place of being reassigned. It was one thing that 8 pilots wanted fixed in the contract. 9 Q. Was that the impetus for the proposal in the 10 final language in 15 November? 11 A. Yeah, we used in the negotiations, you know, 12 "beyond the control of the company," "if able," you 13 know, different things outside of force majeure or an 14 act of god to figure out what the -- what would -- what 15 would be the turning point for something to happen, for 16 a reassignment to happen, and whether or not you had to 17 get them home. 18 Q. Was the assumption that the company would get 19 pilots home? 20 A. Oh, always, yes. 21 Q. Was that discussed with the parties? 22 A. Extensively. 23 Q. Now, if you would look at -- I believe it's the 24 very last page of that exhibit, IBT-195. 25 A. Of that section, 195.	57 1 Q. And what was finally agreed as to what would be 2 beyond control? 3 A. Just beyond -- something they physically 4 couldn't do. We were at a point at one point was cost a 5 question in it? How could we get somebody out of a, you 6 know, a stranded area and get them home? Certainly if 7 there were flights available to put a pilot on, that was 8 not beyond the control of the company. 9 Q. So there was an understanding that if a flight 10 was available, that pilot would be put on that flight. 11 A. Yes. 12 Q. And does the FAQ, the final FAQ, 13 out-of-domicile reassignment, is that consistent with 14 that understanding? 15 A. Yes, it is. 16 Q. So where it says "out of control," if a flight 17 was available, the pilot would go home. 18 A. Absolutely. 19 Q. Now, I want to talk about a couple of things on 20 the agreement, specifically Section 14 Bravo 3, which is 21 back, as you know, and has been discussed about quite a 22 bit today. And I think you heard from the opening 23 statement of Mr. Markel that there was similar language 24 in Section 14 Bravo 3 in the prior work rules; right? 25 A. Yes, some of it. The first few paragraphs were

58 1 amended slightly and -- 2 Q. It's on page IBT-88. 3 A. I'm there. 4 Q. You recall having a discussion about this? 5 A. Yeah, I do. 6 Q. Okay. And what was the focus about this 7 particular language when you had the discussions with 8 the company representative? 9 A. Well, again, it was a hangover from the pilot 10 work rules, which, you know, were not a contract, as we 11 learned. The pilots were getting let out on these trips 12 or kept out for maintenance, and we wanted to ensure 13 that two different things were understood here, that, 14 you know, that the timelines within here are what was 15 carried over from the pilot work rules, but really they 16 were a delay. 17 And I think it's really important for the 18 arbitrator to understand it was a small, really 19 diminished delay, de minimis delay, because we were 20 haggling over that two hours for hours and hours. Like, 21 what would be -- the company wanted to know -- and I 22 believe there was a proposal to actually change that 23 where you can see, you know, if you go past 0200, then 24 the pay would kick in at midnight. 25 So there was, like, a two-hour get out of jail	60 1 additional duties for pilots? 2 A. No. 3 Q. That was something that you dealt with in 4 Section 15; correct? 5 A. That's correct. 6 Q. Now, if you'd look in that notebook in front of 7 you, there's Exhibit 5, Tab 5. 8 A. Tab 5. 9 (Union Exhibit 5 was marked for 10 identification.) 11 BY MR. URBAN: 12 Q. What is that document? 13 A. It's an email chain between myself and Trent 14 Porter, Cameron Graff, Corey Berger. 15 Q. And what are you discussing? 16 A. Well, initially -- well, I guess you have to 17 read them backwards; right? 18 So we generated a document that had -- it was 19 what became the FAQs that were ratified along with the 20 agreement, and it is us generating that document. There 21 were multiple iterations of it, and this talks about 22 what would happen if a delay turned into a reassignment, 23 essentially, a trip with a mechanical delay. 24 Q. And was there any agreement reached on that? 25 A. Yes. Again, we sent each other, like,
59 1 free card, basically, the company got if they could get 2 you home to that point. That was very important to the 3 company at the table because in their practice, a lot of 4 these delays that were happening, they'd get contract 5 maintenance out there; they would either defer a 6 maintenance item, or they would deal with a fix-it, and 7 they would get them home. And if it was a late-night 8 flight, that usually covered the component that they 9 were in. 10 And then there was much discussion about the 11 ability for the company to give that makeup day at a 12 pilot's choosing. They -- again, we have small bases at 13 Allegiant, and there was the concern on the company's 14 part that that one day that the pilot picked wouldn't -- 15 wouldn't fit within their scheduling. So we -- we came 16 up with, like, a hierarchy of how those would be handed 17 out. 18 Q. So when looking at this paragraph 3, was 19 paragraph 3.b India in the prior work rules? 20 A. No, it wasn't. 21 Q. So that was something you added in these 22 negotiations to address the company concern? 23 A. Yes. 24 Q. And was there any discussion with regard to 25 this particular section about reassignment or re -- or	61 1 different iterations of that document itself and then 2 finally came up with the final FAQ that was ratified by 3 the pilots. 4 MR. URBAN: We would move to admit Exhibit 5. 5 MR. MARKEL: No objection. 6 THE ARBITRATOR: Any objections? 7 MR. MARKEL: No. 8 THE ARBITRATOR: That's fine. It's in. 9 (Union Exhibit 5 was received into 10 evidence.) 11 THE ARBITRATOR: We're going to keep the same 12 numbering you had to keep life easier -- 13 MR. URBAN: That would be good, yes. 14 THE ARBITRATOR: -- even though it may leave 15 holes in the record by the time we get done; right? 16 MR. URBAN: Yes. 17 THE ARBITRATOR: That's fine. 18 BY MR. URBAN: 19 Q. And if you would -- can you take a look at 20 Exhibit 7, a couple ahead. 21 (Union Exhibit 7 was marked for 22 identification.) 23 BY MR. URBAN: 24 Q. What is that document? 25 A. It is -- it says it's the Contract TA FAQs. I

62 1 don't know if it's in its entirety. Looks like it is. 2 Q. Is this a working document you had during 3 negotiations? 4 A. Yes. Yeah, it doesn't look like it's the 5 completed one. 6 Q. Okay. Was this something that was exchanged 7 with the company? 8 A. Yes. Yes. It was -- yeah, I think we have 9 multiple drafts of it with strike. 10 Q. Okay. So -- 11 MR. URBAN: Move to admit Exhibit 7. 12 MR. MARKEL: No objection. 13 THE ARBITRATOR: That's fine. 14 (Union Exhibit 7 was received into 15 evidence.) 16 THE ARBITRATOR: Can I ask a request. Can we 17 identify the Bates numbers on each? Oh, it's actually 18 on my -- if we take it from the list, that's fine. I'm 19 good. I don't know if you want to articulate it on the 20 record or not. 21 MR. URBAN: I can do that too. All of ours 22 have the Bates stamps, and I assume Mr. Markel's do as 23 well. 24 MR. MARKEL: Sorry? 25 MR. URBAN: On your documents.	64 1 reserve, long or short call reserve, I believe. 2 Q. How would those be utilized, reserve lines, by 3 the company? 4 A. They would simply -- actually be used to -- to 5 fill in a line that needed covering in either a long 6 time horizon ability for the company or a short timeline 7 for the company. 8 Q. So if a plane were to break down and the pilots 9 were sent home, could a reserve pilot be used to get 10 that plane back? 11 A. Yes, absolutely. That was the intent. 12 Q. And on a regular line, were there any reserve 13 availability periods built into that original line? 14 A. No, there weren't. 15 Q. So it was just flights or days off? 16 A. That's correct. 17 Q. And do you recall, were those three lines all 18 in existence under the pilot work rules? 19 A. I do not believe so, but I'm not positive. 20 Q. Okay. And to your knowledge, was there 21 language in the collective bargaining agreement about 22 what's called junior assignment? 23 A. Is there? Yes, there is. 24 Q. Okay. And was that something that you added to 25 the contract, or do you recall whether there was junior
63 1 MR. MARKEL: So the documents I'm going to pass 2 out are not going to be Bates-stamped, but I will do my 3 best to identify what the Bates stamps are. 4 THE ARBITRATOR: That's fine. That will do the 5 trick. 6 BY MR. URBAN: 7 Q. So a couple of more questions I wanted to ask 8 you about. When you negotiated the new collective 9 bargaining agreement, what types of pilot lines were 10 negotiated? 11 A. I believe we had three different types of pilot 12 lines. One were I believe they're called regular pilot 13 lines, regular lines, and they contained, you know, 14 known flying and trips that brought you up to or above 15 your minimum guarantee. 16 A composite line was made of regular bid 17 lines -- or actually I mean regular trips, reserve duty, 18 and something called an ADD, which is an additional duty 19 day. And it was an obligation for PCH that had multiple 20 criteria surrounding them when they would be utilized 21 and not utilized off the top of my head. It's been a 22 few years since I've thought about ADD days. 23 And then there were pure reserve lines. 24 Q. And what were they? 25 A. Reserve lines. They were obligations to sit	65 1 assignment prior? 2 A. We added that to the contract. 3 Q. So that was something new as well. 4 And can you explain what junior assignment is. 5 A. It is, like, the last -- you know, kind of the 6 last way where you can schedule a pilot in a, you know, 7 really what would be an existential crisis. It goes 8 through -- I believe it has to go out to bid, again, 9 high level. I can't tell you all the exact criteria. 10 You would have to then go through available management 11 crew members, and it's pretty industry standard and done 12 with -- on seniority -- inverse seniority order would be 13 assigned to available pilots. 14 Q. And did you have any discussion in the 15 negotiations about a policy called airport standby? 16 A. Oh, yes, we did. 17 Q. And what were those discussions about? 18 A. The company wanted it. It's something that is 19 actually in the FAR 117. There is, you know, a 20 carve-out for airport standby. It counts as a flight 21 duty period, and the company wanted to have it. The 22 pilots were very opposed to having airport standby in 23 this contract. And we made it very clear just by way of 24 a separate line item provision in the reserve section 25 that there -- to be clear, there will be no airport

66 1 reserve or standby reserve. 2 Q. And that was actually put in the agreement. 3 A. Yes, it was. 4 Q. Okay. Is that in Section 16 on reserves? 5 A. Yeah, it's in the reserve section. 6 Q. So if you would look at Section 16-3. I want 7 to get the exact Bates stamp page for you. 8 It will be on page IBT-117. Were you referring 9 to paragraph 16 Echo 7? Sorry. Getting ahead of myself 10 here. 11 A. Yes, that's precisely what it was. And, quite 12 frankly, it was referenced in our -- even our 13 conversations in the FAQ regarding what we call 14 babysitting aircraft that were under -- undergoing 15 maintenance, that this would not be something that a 16 pilot would be required to do. 17 Q. So would that mean that a pilot waiting for a 18 plane to be repaired would be airport standby? 19 A. That's what we consider it, yes. 20 Q. And that would not be something permitted under 21 the contract; correct? 22 A. That's correct. 23 MR. URBAN: Nothing further at this time for 24 this witness. 25 THE ARBITRATOR: Are we ready for cross?	68 1 BY MR. MARKEL: 2 Q. Now, you, I believe, testified that some of the 3 provisions in here were adopted or incorporated into the 4 final CBA; is that correct? 5 A. Yeah, some of the language, yes. 6 Q. Sorry. I didn't mean -- 7 A. No. Go ahead. 8 Q. I didn't mean to interrupt. 9 A. Yes. Correct. 10 Q. If you would turn to page I believe it is 39 11 down at the very bottom. 12 A. Um-hum. 13 Q. Do you see the Section E Trip/Weather/Mechanical 14 Delay? 15 A. I do. 16 Q. I think you said that that was largely 17 incorporated into the CBA at Section 14.B.3. So if you 18 have a section of the CBA in front of you, I'd like to 19 walk through a comparison of those just to understand 20 what differences were made. 21 A. Okay. 22 Q. So let's start with what is E.1 in the pilot 23 work rules and comparing that to Section 14.B.3, can you 24 explain what differences exist between that provision? 25 MR. URBAN: Do you want him to read the
67 1 MR. MARKEL: I'd like a few minutes with my 2 team. 3 THE ARBITRATOR: No problem. Off the record. 4 (A recess was taken from 11:23 a.m. to 5 11:40 a.m.) 6 THE ARBITRATOR: Back on whenever Mr. Markel is 7 ready. 8 CROSS-EXAMINATION 9 BY MR. MARKEL: 10 Q. Morning, Mr. Unterseher. 11 A. Good morning. 12 Q. I have just a few questions for you. 13 In your prior testimony, you mentioned the 14 pilot work rules that existed from the -- prior to the 15 CBA. 16 Do you recall that? 17 A. Yes. 18 Q. I'd like to show you a copy of those pilot work 19 rules. And just for everyone keeping track, this 20 document is not Bates-stamped, but it is starting at 21 Bates Stamp 248 in the company's disclosures. 22 (Company Exhibit 1 was marked for 23 identification.) 24 THE ARBITRATOR: I have it. Thank you, though. 25 ////	69 1 differences, Counsel? 2 MR. MARKEL: No, I want him to explain what his 3 understanding of the differences are. 4 MR. URBAN: It's -- IBT-88 is the page in the 5 agreement, Greg. 6 THE WITNESS: Yeah, let me find it that way. 7 BY MR. MARKEL: 8 Q. So I'll try to move this along. 9 A. Sure. 10 Q. So they both say, "If a delay infringes upon a 11 previously scheduled day off"; correct? That language 12 is the same. 13 A. That is correct. 14 Q. And then both of them have a parenthetical 15 referring to duty after 0200 on a scheduled day off in 16 domicile; correct? Same language? 17 A. Well, it's the same language. There was 18 conversation about inserting this, actually. This was 19 not in any previous pass until I was at the table and 20 hadn't been proposed by the parties. And we discussed 21 each of the parts of it. And so I would say, yes, but 22 we definitely discussed what the meaning of the 23 different, you know, sentences and the actual provisions 24 were. 25 Q. Okay.

70 1 A. So both parties understood each other, what we 2 were actually inserting into our contract. 3 Q. Got it. 4 But you didn't change the language. 5 A. Other than I believe the bid line guarantee 6 part had changed. There may be a later version of this 7 PWR. 8 Q. Sure. 9 A. I don't know if 2010 was the last version. 10 Q. You jumped ahead of me a second there. So I 11 want to recall that last part. 12 So you changed -- in E.1 it refers to "which 13 will be paid above the 70-hour guarantee." 14 A. Yeah. 15 Q. And then in 14.B.3, right, you changed that to 16 "paid above the minimum guarantee," which is defined in 17 the contract; right? 18 A. That's correct. 19 Q. But that's the difference in that provision. 20 A. In those first two paragraphs, A and B; that's 21 correct. 22 Q. Right. 23 And then so in B, right, you said that the 24 Provision 2 in the work rule is effectively identical to 25 what became 14.B.3.b; correct?	72 1 comp day off to be. 2 A. Yeah, that's largely right, again, missing the 3 context. That was a very hard bargain. The company's 4 position was, essentially, saying, "Do you mean for a 5 one-hour or two-hour delay, we're going to give you a 6 day off? There's no way we're going to do that." 7 So it's not like this was something that was 8 just cut-and-pasted into this agreement. There was much 9 conversation about trip/weather/mechanical delay in B, 10 what it meant, and the kind of minimal part of -- of 11 what that -- a delay meant. 12 Q. Okay. 13 A. So the company -- that was not a given that -- 14 Q. Right. But -- 15 A. -- that was going to go along with it because 16 it certainly wasn't in the PWR. 17 Q. Got it. 18 And so you testified this was one of the most 19 important issues to the pilots in the negotiations; 20 right? 21 A. It was an important issue. 22 Q. Okay. An important issue. 23 And that was not being required to remain with 24 a -- a mechanical aircraft? 25 A. Any type of sitting. "Babysitting," they
71 1 A. The language is. The context surrounding that, 2 though, I believe is, you know, what we understood this 3 to mean and the minimum kind of delay that was happening 4 and what the company was trying to accomplish with this 5 taken in whole. 6 Q. Okay. So not overnight, was your 7 understanding? 8 A. So -- I'm sorry. Say again. 9 Q. It would not apply to overnight -- overnights, 10 was your understanding? 11 A. Whether or not it applied to an overnight, it 12 applied to a delay of a flight. 13 Q. Okay. 14 A. So, you know, a plane breaks, and, again, like 15 I said in my testimony with Mike, it -- a mechanic comes 16 out or we defer an item and then it flies back -- 17 Q. Okay. 18 A. -- to its base. 19 Q. Okay. And then the main change between the 20 prior work rule and what became 14.B.3 -- right? -- is 21 point 3 under the work rule, which allowed the company 22 to choose -- well, I guess the hotel room was deleted, 23 and that was replaced with b.i, which gave the pilot the 24 option to designate three choices; right? It provided a 25 process for them to designate what they wanted their	73 1 called it, or airport -- 2 Q. Okay. So they didn't want to remain overnight 3 in these situations. 4 A. Correct. 5 Q. And you thought you negotiated that way -- away 6 through the contract. 7 A. We did. 8 Q. Okay. I think you mentioned that you, during 9 the TA process, created a -- 10 MR. MARKEL: Sorry. Before I jump, I'd like to 11 move for the admission of this document, which would be 12 Company Exhibit 1. 13 THE ARBITRATOR: Any objection? 14 MR. URBAN: Only on relevance. If we're 15 talking about the one page -- I mean, the entire work 16 rules, like I said, is that what he's offering? I don't 17 think the entire work rules are relevant. 18 THE ARBITRATOR: Well -- 19 MR. URBAN: They were replaced by the 20 collective bargaining agreement. Prior decisions have 21 said they are not relevant to the interpretation of the 22 collective bargaining agreement. 23 MR. MARKEL: Well, it's a complete document, 24 but we're only referring to this -- to that one section. 25 We're not seeking to argue off of everything.

74 1 THE ARBITRATOR: That's fine. Allow it in. 2 (Company Exhibit 1 was received into 3 evidence.) 4 THE ARBITRATOR: I think the observations go to 5 weight and what we ought to do with it, Mr. Urban, 6 rather than -- 7 MR. URBAN: Understood. 8 THE ARBITRATOR: -- whether it's, in fact, what 9 it is. 10 MR. URBAN: I just wanted to state my position 11 on the record. 12 THE ARBITRATOR: I'm not troubled at all by 13 that. We have different roles in the process. 14 MR. URBAN: Very good. 15 BY MR. MARKEL: 16 Q. So you mentioned that you engaged in a I guess 17 road shows is what you referred to it as. 18 A. Yes. 19 Q. And you created a presentation as part of that; 20 right? 21 A. Yes. The pilots, I believe, did. 22 Q. Okay. I'm handing out a document, which in our 23 disclosures it's Bates-stamped -- the first page is 299. 24 MR. URBAN: Do we have an exhibit number for 25 your one that was just submitted? Are we going to call	76 1 guess, a hypothetical. In this, it says there's a 2 flight scheduled from Las Vegas to Stockton back to Las 3 Vegas with a 2.5 credit PCH; is that correct? 4 A. Yes. 5 Q. And then the pilot in this hypothetical in the 6 brackets there is off the next day. 7 A. Yes. 8 Q. And if you go down to the next one, it says, 9 "Break down in Stockton requires remain 10 overnight." 11 Do you see that? 12 A. Next page or -- 13 Q. No, no. The next line down. 14 A. Oh, got it. Yeah, I got it. Okay. Yep. 15 Q. So in the hypothetical here, we have a 16 breakdown at an outstation requiring the pilot to remain 17 overnight. 18 A. Yeah, that would consider there was no ability 19 to get the pilot back to Las Vegas in this instance. 20 Q. Right. Because you think this was covered by 21 15.N. 22 A. Correct. 23 Q. Right? 24 So your position today is that this -- this 25 situation is covered by 15.N; right?
75 1 that Company 1? 2 MR. MARKEL: Company 1. 3 MR. URBAN: Company 1. 4 MR. MARKEL: And we'll provisionally mark this 5 as Company 2. 6 (Company Exhibit 2 was marked for 7 identification.) 8 BY MR. MARKEL: 9 Q. Is that the document, the road show 10 presentation, that you just referred to? 11 A. Yeah. It's been a while since I've seen it, 12 but it looks generally like what we produced. 13 Q. Sure. 14 And can you turn to page 31. 15 MR. URBAN: Bates Stamp 31 or page 31 of the 16 document? 17 MR. MARKEL: It's page 31 of the document. 18 BY MR. MARKEL: 19 Q. Now, this is a hypothetical that the union 20 created, and it says, "Short Flight --" and I'm 21 expanding upon the acronyms here -- but "Short Flight 22 Mechanical Remain Overnight Hypothetical." 23 Correct? 24 A. That's what it says, yeah. 25 Q. Yeah. And so it goes through and provides, I	77 1 Okay. Now, if you scroll down -- or scroll. 2 I'm thinking we're doing this virtually. I'm sorry. 3 A. We're not. 4 Q. We are very much in person. 5 If you look down to the last -- I guess the 6 fourth line from the bottom, it says, 7 "Plus submit top three choices at PPSK day." 8 Do you see that? 9 A. Yeah. 10 Q. And then it says, 11 "If third choice is not accommodated, then you 12 may P/U open flight to be awarded PPSK day for 13 above guarantee." 14 Do you see that? 15 A. "If third choice not accommodated --" 16 I do see that. 17 Q. Okay. And that is a direct reference to 18 Section 14.B.3.b.i of the CBA, isn't it? 19 A. I'd have to reference that. I can do that. 20 Q. Yeah, please do. Well, I'll help you walk 21 through it. So if you have the CBA in front of you, 22 14.B.3.b.i. 23 A. Okay. I've got to 13. B.3 -- 14 -- 24 Q. 14.B -- it's 14-2, page number. 25 A. Oh, I'm sorry. I'm on 15. Got it.

78 1 Q. No. No worries. 2 A. Okay. I'm back at -- trip/weather/mechanical 3 would have been easier. 4 Q. Okay. Yeah. I should have just referred to 5 that. I'm sorry. 6 So the romanette i, which is -- we -- we just 7 discussed, which was the part that was materially 8 changed; right? 9 A. Yes. Yes. 10 Q. And so it says that "The pilot shall provide 11 crew scheduling with three day-off options." 12 Do you see that? 13 A. Yes, I do. 14 Q. And so if you look back over at the road 15 show -- 16 A. Um-hum. 17 Q. -- that line that says, 18 "Plus submit top three choices at PPSK day," 19 that's a reference to the three options; right? 20 A. Yeah, I believe so. 21 Q. Okay. And then there's a process for what 22 happens under the CBA if the -- the company can't grant 23 those options under 14.B.3; correct? 24 A. Yes. 25 Q. Right?	80 1 to work. 2 A. It does not say that in this slide, no. 3 Q. Okay. Now, I want to -- I don't want to 4 misparaphrase here, but you said a second ago that the 5 issue of being required to remain overnight in a 6 mechanical situation was something that was important to 7 the pilots; right? 8 A. It wasn't just remain overnight. It was any 9 delay that was going to change. And so it could -- you 10 know, quite frankly, it could be that -- that day. 11 Q. Yeah. 12 A. And, again, as maintenance happens on aircraft, 13 it's often a rolling situation. So it's not just that 14 "remain overnight" night part. It's the sitting 15 that's also -- that correlates directly sitting airport 16 reserve extending duty periods from where your initial 17 FDP assignment was and then going into a lengthened 18 one -- 19 Q. Sure. 20 A. -- which would fit under 117 and be -- 21 basically now you're in a reserve period. So there's 22 actually two parts that come into the prohibition on 23 that happening. 24 Q. Right. Right. 25 And, again, I think you testified earlier that
79 1 And then -- so the next line down, 2 "If third choice not accommodated," and soon, 3 that's also a reference to 14.B.3.b.i; correct? 4 I'm looking at the third line from the bottom. 5 A. "If third choice not accommodated, pick up open 6 flight --" 7 I believe that correlates directly to that, 8 yes. 9 Q. Okay. So the union here is referencing in this 10 hypothetical 14.B.3; correct? 11 A. I think it expands on it using and including 12 the very trip you dropped as a, you know, concept. 13 Again, these are road show slides meant to kind of be 14 high-level talking points, not direct contract language 15 to be interpreted by anybody. 16 Q. Okay. 17 A. But the intent was to explain that you -- you 18 went into a day on a delay, you would get this 19 replacement day. And this is the -- you know, the 20 things you could do with that day. 21 Q. Right. Under 14.B.3. 22 A. Yes. 23 Q. Okay. Yes. 24 And nowhere in this slide does it mention that 25 you can refuse this situation, does it? You can refuse	81 1 you thought you had gotten rid of this concept of 2 requiring pilots to remain with an aircraft in a 3 mechanical delay situation. 4 A. Both parties definitely -- we talked about 5 during the road shows it was not incredibly clear to the 6 pilots receiving these road show presentations, and 7 that's why we went back with the company and wrote FAQs. 8 Q. Right. 9 A. After the delay is done; right? So it's not -- 10 Q. Um-hum. 11 A. -- delaying anymore. Now we're into 12 reassignment land, and this doesn't -- this doesn't 13 apply -- 14 Q. Okay. 15 A. -- under their specific provisions of 15.N. 16 Q. Okay. So -- okay. 17 So in this hypothetical, your position now is 18 that 14.B.3 would not apply. 19 A. In this case? 20 Q. Yeah. 21 A. No, it -- it hinges upon the ability and option 22 as a company -- the company -- beyond the company's 23 control to get them home. So if we have a mechanical 24 delay, it's going to be lengthy beyond your FDP that you 25 were assigned, this is the understanding of the parties

82 1 that you would go home, that you would not be 2 babysitting an airplane. 3 Q. And that's what 15.N.3 says; right? It's 4 "beyond the company control" language. 5 A. Correct. 6 Q. And there's no "beyond the company control" 7 language in 14.B.3 that we just discovered; right? 8 A. There is no beyond, no. 9 Q. Okay. 10 A. But certainly it was not the understanding of 11 the parties that there would be anything open-ended as 12 trip/weather/mechanical delay. 13 Q. And so you continued to be involved with the -- 14 MR. MARKEL: Well, I guess before I move on, 15 I'd like to move for the admission of Company Exhibit 2. 16 MR. URBAN: No objection. 17 THE ARBITRATOR: Fine. It's in. 18 (Company Exhibit 2 was received into 19 evidence.) 20 BY MR. MARKEL: 21 Q. You remained involved with the Local following 22 the ratification to some extent; correct? 23 A. To some extent; correct. 24 Q. And so had the company continued to violate, in 25 your view, the CBA by requiring people or pilots to	84 1 (Company Exhibit 3 was marked for 2 identification.) 3 BY MR. MARKEL: 4 Q. Now, if you turn to the second page, you'll see 5 an enclosures list. 6 Do you see that? 7 A. Yes. 8 Q. And the first Exhibit A is the grievance fact 9 sheet. I think there's a typo. It identifies it as 10 AAY-2016-013. But if you turn to the next page, you'll 11 see that it's actually 2017-013. 12 A. I see that. 13 Q. Yeah. 14 And then Exhibit B is the company's grievance 15 response. 16 Do you see that as the enclosure? 17 MR. URBAN: I have two pages. Oh, it's -- you 18 have a different document. Okay. 19 THE WITNESS: Yeah, I see it. Yeah, two pages 20 down the line. 21 BY MR. MARKEL: 22 Q. Okay. So I'd like you just to turn for right 23 now to Exhibit A. It's on page 3 of the document. 24 A. I'm there. 25 Q. Got it.
83 1 remain with an aircraft, which you think was eliminated, 2 you would have filed a grievance; correct? 3 A. Myself? 4 Q. The union. 5 A. The union? If it had vision on it, I would -- 6 I would say so. 7 Q. Okay. But you didn't do that. You did not 8 file a grievance alleging that requiring a pilot to 9 remain with an aircraft in a mechanical delay situation 10 violated the parties' agreement immediately after the 11 agreement went into effect, did you? 12 A. I don't know that explicitly. 13 Q. Okay. Pass -- show you another document here. 14 A. Okay. 15 Q. This document in our Bates-stamped materials is 16 222, the first page. 17 Now, this document on International Brotherhood 18 of Teamsters letterhead, I will represent to you that is 19 a -- the first page is a grievance appeal of Grievance 20 Number AAY-2017-013. 21 Do you see that? 22 A. I do. 23 MR. MARKEL: And we'll provisionally mark this 24 as Company Exhibit 3. 25 ////	85 1 And so this, I assume, looks familiar to you. 2 It's a grievance worksheet by the International 3 Brotherhood of Teamsters; is that correct? 4 A. That's correct. 5 Q. And this is the -- a document that the 6 International Brotherhood of Teamsters uses to state 7 allegations of contract violations; correct? 8 A. Local 1224, yes. 9 Q. Okay. And I'd like you to look down into the 10 third of the biggest paragraphs there. 11 A. Okay. 12 Q. And do you see the first line? It says, 13 "Several pilots asked the -- have asked the 14 union to file grievances on their behalf over 15 this issue," and then it ex- -- gets to the 16 issue. 17 Do you see that line? 18 A. "Several pilots have --" yes, I do. 19 Q. Yeah. 20 And then you see the next line is -- it says, 21 "To provide one example," and it refers to a 22 "Pilot Alex Kopp." 23 Do you see that? 24 A. I do. 25 Q. And I want to go through that example with you.

86 1 And so according to this grievance, 2 "Pilot Alex Kopp was scheduled to fly on June 3 16 before returning to his home domicile for a 4 day off scheduled on June 17." 5 Do you see that? 6 A. I do. 7 Q. Okay. And then, 8 "His aircraft experienced a mechanical problem 9 on June 16, which led the company to overnight 10 him away from domicile." 11 Do you see that? 12 A. I do. 13 Q. And then, 14 "On June 17, his scheduled day off, continued 15 mechanical issues and trip changes resulted in 16 an 11-hour duty day before he was finally 17 released from duty." 18 Do you see that? 19 A. I do. 20 MR. URBAN: Counsel, can you direct me, please, 21 what page you're referring to? 22 MR. MARKEL: It's Exhibit A of the document, 23 Mike. 24 THE ARBITRATOR: I think it's Bates 0214. 25 MR. URBAN: Mine's not Bated.	88 1 Do you see that line? 2 A. I do. 3 Q. "However, the company is refusing to give the 4 affected pilot replacement days off with pay 5 protection where the infringement does not 6 cause the pilot to have fewer than the minimum 7 number of days off require -- required in the 8 bid period." 9 Do you see that? 10 A. I do. 11 Q. "CBA Section 14.B.3 contains no such proviso." 12 A. I do. 13 Q. So the allegation here is that the company is 14 violating Section 14.B.3. 15 A. In this instance -- 16 Q. Correct. 17 A. -- and other relevant provisions. 18 Q. And does it ever reference Section 15.N.3? 19 A. I don't know. 20 Q. Well, just as -- just Exhibit A for the time 21 being. 22 A. No, I do not see that. 23 Q. It doesn't reference Section 15.N.3. 24 I think I need a verbal answer for the court 25 reporter. I'm sorry.
87 1 MR. MARKEL: Yeah, none of these are 2 Bates-stamped. I'm sorry. 3 MR. URBAN: That's why I'm asking. 4 All right. Go ahead, please. 5 BY MR. MARKEL: 6 Q. Okay. And then if you look up to the first 7 paragraph in "Facts upon which the grievance is based." 8 Do you see that? 9 A. Yes. 10 Q. And do you see it references in quotes from 11 Section 14.B.3? 12 A. It does. 13 Q. Now, if you go to the bottom, it says, 14 "Applicable CBA sections violated." 15 Do you see that? 16 A. "And other relevant provisions," yes, I see 17 that. 18 Q. Right. 19 "CBA Section 14.B.3, and other relevant 20 provisions." 21 A. Correct. 22 Q. Now, if you go to the second paragraph, you can 23 see what the union is alleging; right? 24 "Pilots are being delayed into days previously 25 scheduled free of duty."	89 1 A. It does not look like it; that's correct. 2 Q. Okay. And if you flip to the next page in the 3 "Remedy Sought" section -- 4 A. Okay. 5 Q. -- it says, 6 "Cease and desist; compliance with CBA." 7 I missed some punctuation there. 8 A. Hyphen, yeah. 9 Q. Yeah. I don't think you were saying that the 10 company should stop complying with the CBA. 11 A. Semicolon. And no. 12 Q. Yeah. Next it says, 13 "Make affected pilots whole by giving each 14 affected pilot a replacement day off with pay 15 protection for each infringed-upon day 16 previously scheduled free of duty." 17 Do you see that? 18 A. I do. 19 Q. And that's a reference to 14.B.3; correct? 20 A. The company is utilizing 15 in its response, I 21 believe, and I think the context is missing here from 22 what the company -- there's a back-and-forth that's 23 going on here. 24 Q. Well, I'm asking you -- 25 A. Well, it's important to discuss that because

90 1 there's -- there's two different sections being 2 discussed in the company's -- in our response, the 3 company's response. And I think that is being conflated 4 here. 5 Q. Okay. So let's just look back at the remedy 6 sought. 7 A. Sure. 8 Q. Does it state anywhere that the company has to 9 cease and desist requiring pilots to remain with an 10 aircraft in a mechanical delay situation? 11 A. It's missing context about whether or not there 12 was an ability to get a pilot out of there, quite 13 frankly. 14 Q. Okay. 15 A. So I don't -- 16 Q. Again, going back to the "out of company 17 control" language in 15.N.3. 18 A. If you utilize that -- 19 Q. Okay. 20 A. -- out of the company control. 21 Q. Right. 22 But this grievance does not say that the 23 company has to cease and desist requiring pilots to stay 24 with an aircraft in a mechanical delay situation, does 25 it?	92 1 response that Mr. Unterseher referenced a second ago. 2 And that all is one packet. 3 THE ARBITRATOR: That's fine. Thank you. 4 MR. MARKEL: Of course. 5 THE ARBITRATOR: And no objection, I assume? 6 MR. URBAN: None. I just wanted to make sure 7 we were talking about all the same documents. 8 THE ARBITRATOR: That's fine. 9 And despite my preference for electronic, if 10 it's going to make it easier for you, I'll take the 11 paper, and it will cross-reference for me. 12 MR. MARKEL: And I will make sure you have 13 Bates-stamped versions of everything that gets -- 14 THE ARBITRATOR: That's fine. That's fine. 15 Thank you. 16 (Company Exhibit 3 was received into 17 evidence.) 18 BY MR. MARKEL: 19 Q. Mr. Unterseher, you referenced Section 16 in 20 your testimony with Mr. Urban. 21 Do you recall that? 22 A. I do. 23 Q. And specifically you referenced Section 16.E.7, 24 which says, 25 "Pilots on reserve shall not be required to
91 1 A. It seems to omit that. 2 Q. Okay. You mentioned in your testimony -- 3 MR. MARKEL: I'd like to move to admit Company 4 Exhibit 3. 5 MR. URBAN: Just so I'm clear, it's all of 6 these pages; correct, Counsel? 7 MR. MARKEL: Correct. 8 MR. URBAN: No objection. 9 THE ARBITRATOR: The ones that were 10 specifically referenced or something else? 11 MR. MARKEL: Well, it's the entire packet. The 12 entire packet starting at -- 13 THE ARBITRATOR: I don't have it in front of 14 me. I apologize. 15 MR. MARKEL: Yeah. Of course. 16 The entire packet is three separate documents. 17 It's the union's grievance appeal, is the first page, 18 which is starting at Bates Stamp 222. The second page 19 is a list of enclosures, Exhibit A and B. 20 THE ARBITRATOR: Which came actually before 21 that in your -- 22 MR. MARKEL: Yes. Yes. 23 THE ARBITRATOR: Got it. 24 MR. MARKEL: Exhibit A is the document that we 25 were just discussing. Exhibit B is the company's	93 1 perform airport reserve duty." 2 Do you recall discussing that? 3 A. I do. 4 Q. Now, Section 16 only applies to pilots on 5 reserve duty; right? 6 A. That's correct. 7 Q. And as we just, I think, discussed a second ago 8 when I was reading you 16.E.7, it specifically refers to 9 pilots on reserve; correct? 10 A. Yeah, and it is prohibiting that -- you know, 11 the transformation of a line holder, or any other pilot, 12 to a reserve position; right? That's something you 13 can't do. And to be explicitly clear, that was the 14 purpose of that. 15 Q. But it says "pilots on reserve"; right? You 16 don't dispute that it specifically applies to "Pilots on 17 reserve shall not be required to perform 18 airport reserve duty." 19 A. That is what it says. 20 Q. And are you familiar with the facts that give 21 rise to this case? 22 A. Broadly, yes. 23 Q. General speaking? 24 A. Yes, generally. 25 Q. And in July 2021, Mr. Swift was not a

94 1 reserve -- 2 A. No, he was not. 3 Q. -- pilot, was he? He was a line holder. 4 A. That's what I understand. 5 Q. Right. 6 So Section 16 did not apply to Mr. Swift at the 7 time. 8 A. It shouldn't apply to him. 9 Q. Okay. 10 MR. MARKEL: I'd like just a few seconds to 11 confer. I think I'm done. 12 THE ARBITRATOR: We're off the record. And the 13 same ground rules apply. Thank you. 14 (A recess was taken from 12:08 p.m. to 15 12:14 p.m.) 16 THE ARBITRATOR: Back on, please, at counsel's 17 convenience. 18 MR. MARKEL: I have nothing further. 19 THE ARBITRATOR: Okay. Any redirect? 20 MR. URBAN: Yes, please. 21 THE ARBITRATOR: Sure. 22 REDIRECT EXAMINATION 23 BY MR. URBAN: 24 Q. All right. So if you would start with -- I 25 think you have it in front of you, which is the pilot	96 1 Q. Did it ever make it into the collective 2 bargaining agreement? 3 A. No. 4 Q. Now, counsel also asked you about the Section 5 16 of the collective bargaining agreement and airport 6 standby. 7 Do you recall those questions? 8 A. Yes. 9 Q. Did you have discussions with the company about 10 airport standby other than for reserve pilots? 11 A. They wanted an ability to do so, correct, but, 12 no, it was not. They wanted an ability to convert, if 13 you will, to reserve. And -- 14 Q. What -- sorry. Go ahead. 15 A. And just to complete that answer and bring it 16 back, that was what I had talked about initially that 17 was the flight duty periods, and that six-hour -- in the 18 work rules, it has that six-hour to a hotel room. But 19 to be clear, FAR -- in 117, that all becomes additive. 20 It's not a break in your flight duty period. It's not 21 released from duty for rest. And we did not want that. 22 Q. Was there ever an understanding or agreement 23 that there would be allowed airport standby for regular 24 line pilots? 25 A. Restate that.
95 1 work rules. And counsel was asking you about page 39, 2 which is Allegiant 000 -- oh -- 286. I don't think your 3 document has Bates stamps. 4 A. It doesn't, but I'm there. 5 Q. Okay. So counsel asked you about the changes 6 on what is defined on that page as E, Echo, 7 trip/weather/mechanical delay. I just want to make sure 8 it's clear that paragraph 3 that talks about a schedule 9 and break in flying for six hours was never incorporated 10 into the new collective bargaining agreement; right? 11 A. It was not. 12 MR. MARKEL: Objection. Leading. 13 THE WITNESS: Well, it's not. 14 THE ARBITRATOR: All right. Well -- 15 MR. URBAN: Let me ask you it the other way. 16 THE ARBITRATOR: Just so we're clear with your 17 answer, it is leading, and, yes, your answer is 18 otherwise factually accurate. 19 MR. URBAN: I can restate the question if you 20 want to. 21 THE ARBITRATOR: Sure. 22 BY MR. URBAN: 23 Q. Did you have a discussion about paragraph Echo 24 3? 25 A. Yes.	97 1 Q. Did the parties agree that you could have 2 airport standby for a regular line pilot? 3 A. We did not. 4 Q. Was there a discussion about that? 5 A. Yes. 6 Q. And did you believe that there was an allowance 7 for airport standby for a regular line pilot or not? 8 A. There was not. 9 Q. Now, the last thing I want to have -- talk to 10 you about is Company 3, which is starting with the 11 undated letter. 12 Do you have that in front of you? 13 A. I thought I did. Did somebody -- oh, there it 14 is. I buried it. 15 Q. Okay. Just want to clarify a couple things on 16 this. When asking you questions about this, counsel 17 mentioned to have you look at the first page on 18 Exhibit A, but can you look at Exhibit B to that 19 document, which is the fifth page. 20 A. Yeah. 21 Q. Do you recall seeing this document when it was 22 produced in August of 2017? You're copied on it. 23 A. Yeah, I do. 24 Q. So I just want to make sure I understand. This 25 is the Allegiant response to Grievance 2017-013;

98 1 correct? 2 A. Yes. 3 Q. And in the second paragraph, it states, 4 "The organization asserts that when a pilot is 5 unable to return to domicile as scheduled..." 6 Do you see that? 7 A. "...and subsequently assigned to return to 8 domicile on the next day..." 9 Yes. 10 Q. So when that position is stated there, what is 11 the position you were taking? That they were unable to 12 get them home? 13 A. Yes. 14 Q. All right. And this is a denial of that 15 position by the union; correct? If you look on page 2, 16 they're denying the union position; correct? 17 A. That's correct. 18 Q. All right. 19 MR. URBAN: Nothing further. 20 THE ARBITRATOR: Further cross? 21 MR. MARKEL: No. 22 THE ARBITRATOR: Anything that you wish to 23 pose, Captain Joseph? 24 BOARD MEMBER JOSEPH: No. 25 THE ARBITRATOR: Anything that you wish to	100 1 grab lunch." Go to the pilot lounge. Do whatever. 2 A. Yep. 3 Q. Is that airport reserve as you're waiting for 4 maintenance to resolve the issue? 5 A. It's a delay. Within your flight duty period, 6 it's a delay. 7 Q. Okay. So what I'm trying to at least get my 8 head around so I at least understand the testimony is at 9 what point does a delay within your flight duty period 10 become airport standby, if it ever does? Or is the 11 answer once it's in your flight duty period and it's a 12 delay, it's not a violation of the agreement? 13 Do you understand what I'm asking? 14 A. I do. So everything -- 15 Q. Thank you. 16 A. So everything is forecasted. When you fly a 17 line -- 18 Q. Yep. 19 A. -- they say, hey, this is -- you know, it's now 20 hard, or we can get the part there tomorrow. There are 21 so many different, like, circumstances -- 22 Q. Yeah. 23 A. -- that will surround that question. And what 24 the concern of the union when we crafted this language 25 and negotiated this language was the rolling delays.
99 1 pose, Mr. Call? 2 BOARD MEMBER CALL: No. 3 EXAMINATION 4 BY THE ARBITRATOR: 5 Q. Just for my clarification and education, if I 6 may, I want to go back to the concept of airport standby 7 in 16.E.7. 8 If I'm flying a particular run -- let's assume 9 I'm a line holder. 10 A. Okay. 11 Q. And flight's due to take off at 2:00 in the 12 afternoon, and there's a maintenance delay. At what 13 point and under what circumstances is it your belief 14 that my being instructed to wait until they see if the 15 maintenance issue can be addressed becomes an airport 16 reserve situation? 17 A. It would depend if you were in or out of 18 domicile to begin with. Are you at your -- 19 Q. I can -- let me run through it either way, but 20 let's assume for the moment I'm out of domicile. 21 A. Okay. 22 Q. So I'm due to take off at 2:00. Maintenance 23 says it will take a few hours, their best estimate, 24 which may not actually come to fruition -- right? -- but 25 it's a best guess, and they say, "We're delayed. Go	101 1 We'll update you in an hour, update you in an hour, and 2 there becomes a point outside -- generally outside the 3 flight duty period where it's no longer a delay. You 4 can't fly the plane legally. You're going to have to go 5 into rest, and that's, essentially, a reassignment at 6 that point. 7 Q. So it's when it goes past the point that you 8 could legally complete the assigned flight. 9 A. Yes. 10 BOARD MEMBER CALL: Did I hear you say that 11 that was a reassignment? 12 THE WITNESS: I'm sorry? 13 BOARD MEMBER CALL: You said that -- 14 THE WITNESS: After a -- so -- 15 BOARD MEMBER CALL: You can no longer go 16 legally; right? You time out. You go into rest. Is 17 that a reassignment, or is that airport standby? 18 THE WITNESS: Well, in that circumstance, it's 19 going to be a -- 20 BOARD MEMBER CALL: According to you. 21 THE WITNESS: -- it's going to be a 22 reassignment. 23 BOARD MEMBER CALL: Oh, okay. That's what I 24 thought. 25 MR. URBAN: May I ask a follow-up question on

102 1 that? 2 THE ARBITRATOR: Sure. I'm not sure that I was 3 done, but -- 4 MR. URBAN: No, no, I didn't want to -- 5 THE ARBITRATOR: -- we'll get there. 6 You don't know because you haven't done this 7 personally before, Mr. Urban, but it is at least my 8 practice after the board has asked whatever it asks to 9 turn it back to counsel to see if there's any follow-up 10 in the same order you had the witness to begin with; 11 right? 12 MR. URBAN: I'll wait. 13 THE ARBITRATOR: And, ultimately, we'll close 14 that loop, and everybody will have completed all 15 questioning in an orderly way. 16 MR. URBAN: Perfect. 17 THE ARBITRATOR: Okay? 18 Just a few more brief ones. 19 MR. URBAN: Go ahead. 20 BY THE ARBITRATOR: 21 Q. You provided testimony with respect to your 22 recollection of the bargaining in 2015 and '16 today. 23 Was all of that from your recollection other than the 24 particular exhibits that you've been shown that laid out 25 some of the email traffic and FAQs and the like, or did	104 1 counsel, did either of my board members have anything? 2 BOARD MEMBER JOSEPH: I don't. 3 BOARD MEMBER CALL: Neither do I. 4 THE ARBITRATOR: Okay. 5 Anything further by way of direct? 6 FURTHER REDIRECT EXAMINATION 7 BY MR. URBAN: 8 Q. Yes. Just a question to follow up on 9 Arbitrator Jaffe's question. 10 He was asking you about out-of-domicile 11 mechanical. 12 A. Yes. 13 Q. What about the circumstance where the flight is 14 actually cancelled? If the pilot is required to stay 15 now, do you consider that airport standby? 16 A. It would be. If you are sitting at the 17 airport, yes. Otherwise, you'd be gone to rest. And 18 that would consider that there was no way to get you 19 home as we agree to in the FAQs for the company. 20 MR. URBAN: Thank you. Nothing further. 21 THE ARBITRATOR: Any further cross? 22 MR. MARKEL: No, we do not. Thank you, though. 23 THE ARBITRATOR: Anything to pose? 24 BOARD MEMBER JOSEPH: No. 25 BOARD MEMBER CALL: No.
103 1 you review files that you may have, including notes and 2 other things, in order to provide your testimony today? 3 A. I read through past emails and a few notes. 4 But generally it was recollection. 5 Q. Fair enough. 6 And I'm not asking for production of any notes. 7 That implicates a whole host of issues at various 8 relationships. I'm not looking to wade into those 9 waters. I'm asking a more general question. 10 Were any of the items that you specifically 11 opined on today in detailed notes that you reviewed? 12 A. One of them certainly was, and it was 13 iterations of the FAQ that Trent Porter -- we would send 14 it to Trent; he would write his response in red to 15 clarify, and we would send it back to him. And I'm 16 not -- I'm not sure if -- 17 Q. And at least some of those were in the record. 18 I'm not know whether they're -- 19 A. I think a couple of them were, and there was 20 maybe one that wasn't. I don't think for any specific 21 reason it wasn't in the record. It just -- 22 Q. That's fine. 23 A. Yeah. 24 THE ARBITRATOR: I'm going to leave it at that. 25 Let me find out before I turn it back to	105 1 FURTHER EXAMINATION 2 BY THE ARBITRATOR: 3 Q. I'm just going to follow up with one just to 4 close the loop. 5 With what -- would the answer you just gave to 6 Mr. Urban be the same if the pilot with the flight 7 cancellation was in domicile rather than away from 8 domicile? In other words, I'm a line holder. 9 A. Yeah. 10 Q. I'm at the airport. Flight gets cancelled for 11 whatever reason. At the moment I'm not sure that I care 12 the reason. 13 A. So to sit at the airport and wait for 14 further -- 15 Q. And you are told wait until we can then -- same 16 answer? 17 A. Explicitly we'd go home. That was, yeah, 18 crystal clear. 19 Q. I just wanted to understand -- 20 A. Yeah -- 21 Q. -- that it was the same answer. 22 A. -- it was. 23 Q. Okay. Got it. 24 THE ARBITRATOR: Anything further from anybody? 25 MR. MARKEL: I do.

106 1 THE ARBITRATOR: Sure. 2 RECROSS-EXAMINATION 3 BY MR. MARKEL: 4 Q. The -- these understandings that you're 5 referencing here -- 6 A. Uh-huh. 7 Q. -- this is based on 15.N.3; right? There was 8 no specific provision in the CBA that says line holders 9 can't be assigned to airport reserve. 10 A. There's no specific provision that, like, says 11 you cannot? 12 Q. Yes. 13 A. Well, the -- going through the bidding and 14 awarding system -- 15 Q. Okay. 16 A. -- you could pick up a reserve. You could use 17 it on an ADD day. There's circumstances in which you 18 could. 19 Q. I'm sorry. I think I should have been clearer. 20 Unlike the -- there's a specific provision 21 regarding pilots on reserve to the -- the airport. 22 Would you call it the airport standby? 23 A. Um-hum. 24 Q. But there is no specific provision regarding 25 line holders; right?	108 1 it was borne out by the language that we agreed. 2 Q. And the language you agreed to, I think you're 3 referring to, at least for line holders, is 15.N.3 in 4 this context? That's the out-of-domicile reassignment 5 language? 6 A. Yes. 7 Q. Okay. 8 MR. MARKEL: I think that's all I have. 9 THE ARBITRATOR: Any further direct? 10 MR. URBAN: No. 11 THE ARBITRATOR: My board members still good? 12 BOARD MEMBER JOSEPH: Yeah. 13 BOARD MEMBER CALL: Yeah. 14 THE ARBITRATOR: As am I. 15 Thank you, sir. 16 THE WITNESS: Thank you. 17 MR. URBAN: Just leave those there. Those 18 exhibits. 19 THE WITNESS: I am. 20 MR. URBAN: Can we take a short break? 21 THE ARBITRATOR: Sure. We're off the record. 22 (The midday lunch recess was taken at 23 12:28 p.m.) 24 --oOo-- 25
107 1 A. It states that a line holder may not be 2 assigned -- 3 Q. Correct. 4 A. -- reserve explicitly. 5 Q. That they can't be assigned to an airport 6 standby reserve. 7 A. The contract -- well, it states that they 8 cannot; right. 9 Q. The reserve pilots. 10 A. Yeah. Yeah, I see where you're going. 11 Q. No, no. You don't need to guess where I'm 12 going with it. 13 A. Yeah. No, I - yeah, I mean, the parties 14 certainly understood each other across the table that 15 that was not something that would be allowed and did not 16 write a -- 17 Q. Okay. 18 A. -- specific provision for it. 19 Q. Right. 20 But I think what I'm trying to understand here, 21 Greg, is that what specific provisions are you pointing 22 to, if any, or are you saying this was just the table 23 understanding? And either one is fine. I'm just trying 24 to understand. 25 A. No. Certainly an understanding and we thought	109 1 ARBITRATION - DAY 1 2 Grievance Number 4621 - Quinn Swift 3 Wednesday, April 12, 2023, 3:17 p.m. PDT 4 --oOo-- 5 THE ARBITRATOR: Back on the record, please. 6 Raise your right hand. 7 (Witness sworn.) 8 THE ARBITRATOR: Please be seated, sir. 9 ANDREW ROBLES, 10 having been first duly sworn by the arbitrator, 11 was examined and testified as follows: 12 DIRECT EXAMINATION 13 BY MR. URBAN: 14 Q. Can you please state your full name for the 15 record, please. 16 A. Sure. Andrew Robles. 17 Q. And who is your current employer? 18 A. Allegiant. 19 Q. Your duties or responsibilities with that 20 company. 21 A. I'm a captain on the Airbus 320. And I'm also 22 the IBT Local 2118 president. 23 Q. As the president of the union, what are your 24 responsibilities or duties? 25 A. Make decisions on arbitrations, grievances.

110 1 I'm also the chief negotiator, chairman of every 2 committee that is at Local 2118. 3 Q. When you say you're the "chief negotiator," 4 that's on the current negotiations that are underway? 5 A. Correct. 6 Q. So you are familiar with the collective 7 bargaining agreement; correct? 8 A. Yes, I am. 9 Q. And the effective date? 10 A. August 2016. 11 Q. That contract has been extended; correct? 12 A. It's -- it -- it's amendable, but it -- I guess 13 it doesn't expire. So -- 14 Q. All right. Talk to us about the types of pilot 15 lines you have at Allegiant currently. 16 A. We have regular lines that entail flying or 17 trips. We have reserve lines that are all reserve 18 assignments. That could also include a training. And 19 then we have composite lines, which are whatever's left 20 over after the schedule adjustment period or the SAP. 21 So that would include all of the trips or RAPs that -- 22 or possibly ADD days after the schedule adjustment 23 period. 24 Q. Do regular lines when they're issued include 25 any reserve periods?	112 1 A. Meaning what? Like what? 2 Q. Well, a regular line pilot also cannot be 3 forced onto a reserve line. 4 A. So a regular line holder cannot be given a RAP 5 or a reserve. That's in 15 Gulf. 6 Q. Let's look at that real quick, if you would. I 7 think the small book there -- 8 A. It would be N.5. 9 Q. Yeah. If you look at page IBT-107 on the 10 bottom, it will get you to exactly where you need to -- 11 aren't they numbered on the bottom of the pages there? 12 A. Oh, 107? Okay. Got it. 13 Q. So which language are you talking about right 14 there? 15 A. It's 15.N.4, actually. 15.N.3.4. Says, 16 "A pilot with a regular line may not be 17 involuntarily reassigned to a RAP or a 18 reserve." 19 Q. That's the same section we've been talking 20 about all day about reassignment; correct? 21 A. I believe so, yes. 22 Q. Okay. Talked about the -- was there ever any 23 discussion that you're aware of? You heard 24 Mr. Unterseher talk about -- about pilots being home 25 every night?
111 1 A. No, they cannot hold any reserves. 2 Q. Can a pilot who is on a regular line later pick 3 up a reserve? 4 A. You can pick up reserves during the SAP, or 5 schedule adjustment period, or afterwards during the 6 open time period. 7 Q. Okay. And you heard Mr. Unterseher's testimony 8 earlier. Can you tell us something about the types of 9 flights that are normally taken at Allegiant. 10 A. We primarily do out-and-backs. I would say 11 99 -- a little over 99 percent of our flights are out, 12 no overnight, do a round trip and come right back. We 13 have a small portion of them that have two round trips 14 in a day as well, but most all of them return home. 15 Q. Is there an average flight time? 16 A. Five and a half hours. Five-and-a-half-hour 17 PCH. 18 Q. For a day. 19 A. Per day; correct. 20 Q. All right. You heard Mr. Unterseher talk about 21 reserve pilots and airport standby. Do you recall that 22 testimony today? 23 A. I do, yes. 24 Q. Is there similar language in the collective 25 bargaining agreement that applies to nonreserve pilots?	113 1 A. Under what context? 2 Q. When -- in a regular day of work, that they 3 would get to be home that night. 4 A. I mean, like, that's kind of the selling point 5 for pilots coming to Allegiant. That's -- we tell all 6 of our pilots that you get to -- that's one of the main 7 benefits for working at Allegiant, is that you're home 8 every night. 9 Q. And if there is a need to get a pilot to cover 10 a broken plane, to cover an unfilled flight, what are 11 the options that are normally available for Allegiant to 12 do that? 13 A. So first and foremost, that's why reserves 14 exist. They build reserve lines so that pilots are on 15 call, can pick up and work broken flights or if somebody 16 calls in sick or fatigues out or whatever, those reserve 17 pilots would be sent out to relieve the other pilot. 18 There's also the option of doing a VFN, which 19 is a voluntary flying notification. That's at 200 20 percent pay. They send a notification out, and they 21 either have a two-hour window or a -- I think it's a 22 30-minute window when pilots will respond. And those 23 almost always go because of the additional pay 24 component. So pilots pick that up. 25 And then, finally, if the VFN is not picked up

114 1 for whatever reason, the company can offer a junior 2 assignment and force a pilot that is at the -- from the 3 lowest seniority up to work that flight. 4 Q. And would those be available whenever there is 5 a trip/weather/mechanical for the company to use? 6 A. Yeah, those options are always available. 7 Q. Now, I'd like you to look at the actual 8 grievance here, which is Number 2 in the book in front 9 of you. 10 A. Okay. 11 (Union Exhibit 2 was marked for 12 identification.) 13 BY MR. URBAN: 14 Q. You are familiar with this grievance; correct? 15 A. I am. Let me just make sure it's the one I'm 16 thinking of. 17 Q. This is for Mr. Swift, Captain Swift. 18 A. IBT-2? 19 Q. It should be behind Tab 2 there. 20 A. Tab 2. Got it. 21 I'm familiar with it, yes. 22 Q. Now, in this particular instance, Captain Swift 23 was told he needed to stay, and he went home. 24 Is that something that normally happens with 25 pilots?	116 1 the chief pilot would call crew scheduling and say this 2 is not in noncompliance with the contract; you need to 3 put the pilot on a commercial flight and send him home. 4 Q. And have they been sending them home recently? 5 A. Yes. 6 Q. Now, I would like you to look at, if you 7 would -- it's behind Tab 16 in the book in front of you. 8 A. Okay. 9 (Union Exhibit 16 was marked for 10 identification.) 11 BY MR. URBAN: 12 Q. Have you seen this letter before? 13 A. Yes, I have. 14 Q. Okay. So this is a Section 18 letter for 15 Captain Swift; correct? 16 A. Correct. 17 Q. All right. And what is a Section 18? 18 A. That is an investigatory meeting that could 19 result in discipline. 20 MR. URBAN: It's IBT's page 300, if you need to 21 know where we're at. 22 THE ARBITRATOR: Thank you. 23 BY MR. URBAN: 24 Q. And was this tied to or related to the 25 grievance that we have before us here?
115 1 A. When the aircraft is hard down, they normally 2 send the pilot home, and that's how they're handling it 3 currently. 4 Q. What you say "currently," what do you mean by 5 that? 6 A. They have gone through phases where they will 7 abide by the contract, not abide by the contract. They 8 are currently abiding by this provision again. So I 9 think what you're referencing is if there's a mechanical 10 delay or they -- they cancel this flight, they are not 11 currently reassigning a pilot on the next day. They 12 will send the pilot home. 13 Is that what you're asking? 14 Q. Yes. I mean, if there are flights available, 15 are pilots getting sent home? 16 A. Right now, yes. 17 Q. Okay. And obviously that was not necessarily 18 happening when this grievance was filed; correct? 19 A. Right. That is not what happened. 20 Q. And who would be making the decision right now 21 to allow pilots to go home? 22 A. It's -- it's the chief pilot. 23 Q. What circumstances would happen? The pilot 24 gets told, and then he contacts his chief pilot? 25 A. Normally, he would contact the chief pilot, and	117 1 A. It was a direct result of that instance. 2 Q. And it relates to a -- I'm reading from the 3 fourth paragraph down -- an alleged no-show for the 4 flight on the 20th of July? 5 A. Correct. 6 Q. All right. And do you know what happened with 7 this notice? 8 A. I believe there was a discussion between myself 9 and, I believe, Bill Fishburn. And we knew that this 10 was coming up in arbitration; so we decided that we 11 would handle it through the arbitration process and not 12 proceed forward with the Section 18 issue. 13 Q. And is that -- if you look at page 2, is that 14 the cancellation of that Section 18? 15 A. It is, yes. 16 Q. So has or was Mr. Swift at all disciplined as a 17 result of his decision to buy a ticket and go home? 18 A. No. 19 Q. Now, been quite a bit of discussion in the -- 20 this session about grievance settlement agreements and 21 prior actions of the parties. 22 Do you recall hearing that? 23 A. Yes. 24 Q. Okay. I'd like for you to look at -- behind 25 Tab 9 --

118 1 MR. URBAN: Oh, did I move to admit that? 2 THE ARBITRATOR: You didn't move it, but my 3 understanding is that since you referenced it, 4 conditionally admitted if there's no objection; right? 5 Any -- 6 MR. MARKEL: No objection. 7 THE ARBITRATOR: -- problem, Mr. Markel? 8 MR. MARKEL: Correct. No objection. 9 THE ARBITRATOR: Okay. It's in. 10 (Union Exhibit 16 was received into 11 evidence.) 12 BY MR. URBAN: 13 Q. So I'd like you to look, if you would, what's 14 behind Tab 9. It starts with 222 as the page. 15 A. I see it. 16 (Union Exhibit 9 was marked for 17 identification.) 18 BY MR. URBAN: 19 Q. On page 3, if I -- if you look there, that is 20 your signature; correct? 21 A. Yes, it is. 22 Q. All right. So can you -- what was this 23 particular grievance settlement agreement about? 24 A. So this was in regards to pilots that had 25 short-term training events with an overnight in between	120 1 THE ARBITRATOR: Union 17. 2 MR. URBAN: It's actually Union 9. 3 MR. MARKEL: I'm sorry. 4 MR. URBAN: Union 9. 5 THE ARBITRATOR: I'm sorry. My apologies. 6 Thank you. 7 MR. MARKEL: And I have no objection. 8 THE ARBITRATOR: Okay. That's fine. It's in. 9 (Union Exhibit 9 was received into 10 evidence.) 11 BY MR. URBAN: 12 Q. And then I'd like you to look, if you could, at 13 Union Exhibit 12, which is IBT page 285. 14 A. Okay. 15 (Union Exhibit 12 was marked for 16 identification.) 17 BY MR. URBAN: 18 Q. Again, on page 4 -- excuse me -- 5 of this 19 document, that's your signature; correct? 20 A. It is. 21 Q. And you signed this as executive council 22 chairman. Was that your prior position before 23 president? 24 A. It was, yes. 25 Q. Okay. And do you recall the discussions
119 1 the training events. 2 Q. And was this a result of an arbitration 3 decision, to your knowledge? 4 A. It was related and came after an arbitration 5 decision in which -- and I couldn't recall the -- which 6 arbitration, but it had to do with training and whether 7 or not a pilot that had an overnight somewhere in the 8 middle of that training event should receive RON pay for 9 each of the nights that was associated. 10 Q. And to your knowledge, this is under, as you 11 can see, 14.B.3, correct, on page 2? 12 A. It references 14 Charlie 3. 13 Q. Correct. 14 And was there any discussion of -- that you can 15 recall with regard to this grievance settlement 16 agreement about cancelled flights? 17 A. I don't recall anything in this particular GSA 18 that discussed anything about a cancelled flight. 19 Q. Anything about pilot reassignment that was 20 discussed with regard to this particular grievance 21 settlement agreement? 22 A. To my recollection, nothing in regards to this 23 GSA with a cancellation or a reassignment. 24 MR. URBAN: And, again, we would move to admit 25 this document.	121 1 with -- with regard to this particular grievance 2 settlement agreement? 3 A. I do. There was a lot of discussion in regard 4 to this particular GSA. 5 Q. And what issue was the primary concern in 6 resolution of this grievance settlement agreement? 7 A. So the primary concern that we had on this 8 particular one was in regards to gold days and a pilot 9 that was on reserve being scheduled to work on his 10 predefined and assigned golden day. 11 Q. And what's a gold day for a reserve pilot? 12 A. So reserve pilots, per our contract, every 13 single day that a reserve has is able to be moved 14 throughout the contract -- throughout the month. So 15 there's a lot of flexibility for the company to move a 16 reserve day to any other day that they might have off. 17 And there are four gold days that a pilot gets allowed 18 to allot and they get to save. Those particular four 19 days are sacrosanct, and you cannot move those 20 particular days. It's a way for a pilot to protect a 21 handful of days off with golden days. 22 Q. And what was the problem that was happening? 23 A. So a pilot would have a golden day assigned, 24 and the pilot would be at the domicile, and they would 25 say, hey, we have a flight that was going to launch out

122 1 of here; we need you to cover it, and they would 2 disregard the golden day altogether. 3 Q. And was this a resolution of those kinds of 4 claims? 5 A. Yes. I believe it resolved a couple of 6 different things in this particular one. It resolved 7 how a golden day -- that a pilot could refuse to work on 8 a golden day. So if he was -- the company would not 9 assign him to work on a golden day, and if they 10 inadvertently put an assignment on his golden day, he 11 could refuse to fly that flight on the golden day. 12 And then there was some other provisions on 13 here for pilots that were doing charter flights or a 14 three-day period of time, and there would be a period of 15 time that was not paid the RON pay in accordance with 16 the GSA that we just referenced and the training pay GSA 17 as well. 18 And so those particular ones were not being 19 paid properly, and with this GSA, we also assigned a 20 group of -- I'd have to look at how many -- but a 21 portion of these that were also to be paid the allotted 22 4 PCH for RON. 23 Q. Was there any discussion in the resolution of 24 this grievance settlement agreement of Section 15.N or 25 reassignment of pilots on a trip/weather/mechanical	124 1 BY MR. URBAN: 2 Q. And if you turn to the next exhibit starting on 3 page IBT-290. Starts with an email. 4 A. Okay. Yes. 5 (Union Exhibit 13 was marked for 6 identification.) 7 BY MR. URBAN: 8 Q. So do you recall receiving this or seeing this 9 email? 10 A. Yes. 11 Q. And what did it concern? 12 A. So these were in -- in conjunction with that 13 GSA, and these were the -- the top group were the RON 14 ones that were, essentially, charters that didn't have 15 the 4 PCH assigned. I'd have to look at the -- the 16 scheduled-into-a-day-off ones, and then there were the 17 gold-day trumps that we were pushed into a gold day when 18 they shouldn't have been assigned a duty. 19 Q. So -- but this is directly related to Exhibit 20 12, the gold-day GSA, that you were referring to; 21 correct? 22 A. Yes. 23 Q. All right. And there's nothing in here about a 24 reassignment of a pilot; correct? 25 A. No. Not that I'm aware of, no.
123 1 delay? 2 A. No. So these -- no. None of these were 3 reassignments. They were -- they were charter flights 4 that were not paid for the free duty period. There was 5 a couple of them that were also delayed into a third 6 day. Maybe it was a two-day, and it was delayed into 7 the third day beyond midnight. They would be required 8 to pay that 4 PCH if there was a RON associated. But 9 none of them were reassignments. 10 Q. But on page 3 and 4, there were actually a 11 couple of examples by what was covered by this 12 settlement agreement; correct? 13 A. Correct. 14 Q. And none of those involved a 15 trip/whether/mechanical and a pilot reassignment; 16 correct? 17 A. Not that I'm aware of. 18 Q. Okay. 19 MR. URBAN: Now we will move to admit Exhibit 20 12. 21 MR. MARKEL: No objection. 22 THE ARBITRATOR: That's fine. It's in. 23 (Union Exhibit 12 was received into 24 evidence.) 25 ////	125 1 MR. URBAN: Okay. So we would move to admit 2 that Exhibit 13. 3 MR. MARKEL: No objection. 4 THE ARBITRATOR: Fine. It's in. 5 (Union Exhibit 13 was received into 6 evidence.) 7 BY MR. URBAN: 8 Q. All right. I'd like you to, if I could, have 9 you look at Exhibit 17 starting at page IBT-303. 10 A. Okay. 11 (Union Exhibit 17 was marked for 12 identification.) 13 BY MR. URBAN: 14 Q. Do you recall signing this -- 15 MR. MARKEL: Sorry. I -- I have to object. 16 This is the document I referred to earlier, if you look 17 at 305, that specifically says it shall not be cited, 18 offered, or relied upon in any manner whatsoever, now or 19 in the future, in connection with any matter involving 20 other bargaining unit employees or the union excluding 21 only a proceeding to enforce the express terms of the 22 specific agreement. 23 This is not that proceeding. I don't -- I 24 don't see how this can be -- I mean, certainly as I 25 said, we think that the union already violated the terms

126 1 of this GSA by introducing it. This board should 2 certainly not compound that issue by admitting it as an 3 exhibit. 4 THE ARBITRATOR: Response, Mr. Urban. 5 MR. URBAN: I understand the language. It does 6 have relevance to this particular proceeding, but I will 7 go ahead and withdraw this particular one -- 8 THE ARBITRATOR: Fine. 9 MR. URBAN: -- based on those comments. 10 THE ARBITRATOR: Done. 11 (Union Exhibit 17 was withdrawn.) 12 MR. URBAN: I just wanted to refer to one other 13 item. Oh, I know where it's at. Sorry. I don't know 14 the best way to do this. They're within the disclosures 15 of -- 16 All right. In your disclosures, Counsel, you 17 have a document. Is it best to make a copy of that so 18 we can present it in front of the witness? You haven't 19 identified it as an exhibit. 20 MR. MARKEL: Which document? 21 MR. URBAN: Pardon me? 22 MR. MARKEL: Which document? 23 MR. URBAN: It starts at Allegiant page 209. 24 It's a grievance settlement agreement that was signed in 25 2018.	128 1 THE ARBITRATOR: And do both counsel -- it came 2 from the company's disclosure, but the union is using 3 it. How would you like it marked for the record? 4 MR. URBAN: Great question. 5 THE ARBITRATOR: Doesn't change the weight. 6 MR. MARKEL: Do you want to just call it 7 Joint 5? 8 THE ARBITRATOR REPORTER: It's 6. 9 THE ARBITRATOR: Except I think it's 6. 10 MR. MARKEL: Joint 6. 11 MR. URBAN: Great. Thank you. 12 THE ARBITRATOR: Thank you. 13 (Joint Exhibit 6 was marked for 14 identification.) 15 THE WITNESS: I do. 16 BY MR. URBAN: 17 Q. Now you do recall this one? 18 A. I do. 19 Q. Okay. So I wanted to start on the first page. 20 A. Okay. 21 Q. And you see in the recitals, it talks about a 22 group grievance filed by the union, and it mentions, 23 "...due to an operational issue, must remain 24 overnight out of domicile and operate the same 25 origin/destination trip the next day."
127 1 MR. MARKEL: Yeah, I've got that. 2 MR. URBAN: Does the arbitrator and the panel 3 have it? 4 THE ARBITRATOR: I've got it electronically. 5 It's up on my screen. 6 MR. URBAN: You do have it electronically? 7 MR. MARKEL: I've got it digitally as well. 8 MR. URBAN: Do you have it as well, Dustin? 9 BOARD MEMBER CALL: I prefer a hard copy. 10 MR. URBAN: Okay. Can I use these? We'll make 11 copies as we need to. 12 MR. MARKEL: There should be enough copies 13 there. 14 MR. URBAN: I just want to be able to -- oh, 15 there we go. 16 MR. MARKEL: 209; correct? 17 MR. URBAN: Yes, 209. Yes. 18 BY MR. URBAN: 19 Q. So this is identified in the disclosures of the 20 Company Tab 4 starting with Allegiant page 2009. 21 Do you recall seeing this particular settlement 22 agreement, Mr. Robles? 23 A. I do recall it. I'd have to read -- refresh 24 what this is, but I -- give me a second here, please. 25 Q. Sure.	129 1 Do you recall that being the discussion on this 2 Grievance Number 2017-013? 3 A. I recall it being part of it, and I believe it 4 was -- I'd have to look at each individual one of these, 5 but I believe in all of these scenarios, they were 6 unable to be returned. It doesn't really say that, but 7 that's from what I recall. 8 Q. So the next sentence, though, talks about, 9 "When those pilots would operate the flight 10 returning them to their domicile on their day 11 off, they were only being allowed a replacement 12 day off if they were under minimum days off." 13 Do you recall that discussion? 14 A. Yes. Yes. 15 Q. Okay. So what was involved there? 16 A. So the company had sent an email saying that if 17 they were not below the minimum days off, they would not 18 receive a replacement day off. And that -- again, 19 that's one of those ones that sometimes they would abide 20 by it; sometimes they would not. And then in the past, 21 they had abided by it; then they stopped abiding by it. 22 Brought it to Andrea Gansen's attention and she remedied 23 these. 24 Q. And was there any discussion specifically about 25 getting pilots home or, in your recollection, them being

130 1 assigned a different or other flight the next day? 2 A. These had all -- it had been a while for all of 3 these. They weren't, like, super recent. And so they 4 were being remedied and discussed after the fact. 5 Q. Okay. And if you turn to page 2 of this 6 document, page 210, there's a reference to the 7 agreement. 8 Do you see that? Paragraph 1 at the bottom of 9 the page. 10 A. Yes. 11 Q. So the agreement here is that the pilots are 12 going to get a replacement day off; correct? 13 A. Right. 14 Q. And that had been denied under Section 15.N; 15 correct? 16 A. Yes, that's correct. 17 Q. The reason I wanted you to look at this is in 18 paragraph 4 on the third page. 19 Do you see that language? 20 A. I do, yes. 21 Q. All right. Was that something that the union 22 agreed to? 23 A. Yes. 24 Q. So this GSA "...not intended to, and does not, 25 modify, interpret, or negate any term,	132 1 THE ARBITRATOR: Just so we're clear, does the 2 exhibit end on 211 and we're talking about just the 3 exhibit, or does it include Exhibit A, which has a 4 variety of grievances attached to it? 5 I'm good either way. I just wanted us to be 6 clear as to what we were putting in the record. 7 MR. MARKEL: So in the -- 8 MR. URBAN: I don't have that Exhibit A in my 9 copy. So -- 10 MR. MARKEL: Yes, you do. 11 BOARD MEMBER CALL: Yeah, you do. 12 MR. MARKEL: In the company's records -- 13 MR. URBAN: Oh, that Exhibit A. 14 MR. MARKEL: -- the GSA includes Exhibit A, 15 which is specifically referred to under -- if you look 16 at the first paragraph of -- 17 THE ARBITRATOR: Yes, it is. 18 MR. MARKEL: -- the exhibit. 19 THE ARBITRATOR: I just wanted to make certain 20 that when we said it's in and labeled -- 21 MR. MARKEL: Yeah. 22 THE ARBITRATOR: -- as Joint 6 -- 23 MR. MARKEL: Um-hum. 24 THE ARBITRATOR: -- whether we were talking 25 about just the text of the settlement agreement
131 1 covenant, or condition contained in the 2 CBA...and does not modify, interpret, or negate 3 any of the provisions in 15- --" 4 MR. MARKEL: Objection. First off, counsel is 5 just reading on direct. But, second, if we're going to 6 read it, can we just read it accurately? Like, I don't 7 think I need to go in here more, but jumping over what 8 is effectively the crucial language is going to 9 complicate the record in a way that we don't need to do 10 that. 11 MR. URBAN: All right. You know what, Counsel, 12 document speaks for itself. I'm not going to try and 13 reread it. He said it -- that was part of what the 14 union agreed to. I'm fine. 15 THE ARBITRATOR: Okay. 16 MR. URBAN: All right. So -- and I'm assuming 17 that we all agree Joint Exhibit 2 is in evidence; 18 correct -- or excuse me -- 19 MR. MARKEL: Joint Exhibit 6? 20 MR. URBAN: -- Joint Exhibit 6. 21 THE ARBITRATOR: It is. 22 (Joint Exhibit 6 was received into 23 evidence.) 24 MR. URBAN: Don't have anything further. All 25 right.	133 1 itself -- 2 MR. MARKEL: Yes. 3 THE ARBITRATOR: -- or whether we were 4 including all of the attached grievances that were there 5 as exhibits. That's all. 6 MR. MARKEL: Exhibit A is part of this. 7 MR. URBAN: I would agree. 8 THE ARBITRATOR: And I'm fine with it. I just 9 wanted to clarify it so there were no misunderstandings. 10 MR. MARKEL: And just for the record, it 11 actually keeps going. In the company's version of this 12 GSA, it includes the June 24, 2017, letter from the 13 union as part of the complete document. 14 MR. URBAN: As part of the GSA? 15 MR. MARKEL: Yeah, it's the union's grievance 16 that led to this GSA. I mean, parties typically do that 17 as here's how we got there. It's -- that's part -- 18 that's our record. We -- this is how the company has 19 maintained this. 20 THE ARBITRATOR: Exhibit B has both the 21 grievance and the response, does it not? 22 BOARD MEMBER CALL: So that was -- 23 MR. URBAN: That's a totally different -- 24 THE ARBITRATOR: Is that a different exhibit? 25 MR. URBAN: Yes.

134 1 THE ARBITRATOR: My apologies. 2 MR. URBAN: Exhibit 3. 3 THE ARBITRATOR: My apologies. 4 MR. MARKEL: So you're thinking about the 5 union's appeal. 6 THE ARBITRATOR: Okay. 7 MR. MARKEL: Right. That included both the 8 grievance and the response. 9 THE ARBITRATOR: Okay. So it ends at Bates 10 221. 11 BOARD MEMBER CALL: I don't have the Bates 12 stamp, but all it has is just the submission of the 13 grievance and our business records. 14 MR. MARKEL: Yeah. 15 THE ARBITRATOR: Got it. 16 MR. URBAN: Right, but -- 17 BOARD MEMBER JOSEPH: 221. 18 BOARD MEMBER CALL: Including the GSA. 19 MR. URBAN: Okay. So we obviously have an 20 issue here. 21 THE ARBITRATOR: I'm sorry. Off the record. 22 (A discussion was held off the 23 record.) 24 THE ARBITRATOR: Just so that we're clear, 25 we're going to go back and get some testimony concerning	136 1 settlement agreement? 2 A. No. 3 Q. And would it be a practice with the union in 4 entering into settlement agreements with the company to 5 attach after a settlement agreement the original 6 grievance of the union? 7 A. No. 8 Q. Do you recall there being any attachment of the 9 original grievance to this settlement agreement that you 10 signed? 11 A. No. Our practice is that whatever is in the 12 GSA, that is the only document that is attached or 13 referenced by the GSA. That's it. 14 MR. URBAN: So maybe we have to make it a 15 separate union exhibit, but we would move to admit the 16 first four pages of this disclosure by the company as 17 Union Exhibit 22. 18 MR. MARKEL: Wait. We've already called it 19 Joint Exhibit 6. 20 MR. URBAN: It's Joint Exhibit 6 -- 21 THE ARBITRATOR: Can I make it easier for you, 22 Mr. Urban, if you don't mind. 23 MR. URBAN: No problem. 24 THE ARBITRATOR: Apparently the controversy at 25 the moment deals with whether the settlement agreement
135 1 precisely what is asserted to have been part of the 2 settlement agreement. Bottom line is the settlement 3 agreement, whatever that is ultimately going to 4 constitute, is in this Joint Exhibit 6; right? 5 MR. URBAN: Correct. 6 THE ARBITRATOR: Okay. 7 BY MR. URBAN: 8 Q. All right. Mr. Robles, what you have in front 9 of you, which has been identified as Joint Exhibit 6, 10 the first four pages appear to be a grievance settlement 11 agreement; correct? 12 A. Correct. 13 Q. And that is your signature on page 3 of that 14 document; correct? 15 A. That's correct. 16 Q. And if you look at page 2 of the document, 17 there is a specific reference on page 2 to an Exhibit A. 18 Do you see that? 19 A. Which page is it? 20 Q. Page 2 right below the names there's a 21 reference to Exhibit A. 22 Do you see that? 23 A. I see that, yes. 24 Q. To your knowledge, do you recall there being 25 any other attachments to this signed grievance	137 1 specifically included the group grievance document or 2 not; right? 3 MR. URBAN: Correct. 4 THE ARBITRATOR: There is no dispute as to 5 authenticity, though, is there? 6 MR. URBAN: No. 7 THE ARBITRATOR: Okay. So what my question to 8 both counsel is why does it matter whether it's part of 9 the settlement agreement or whether it's not but it's 10 simply a document that existed that was the union's 11 group grievance that ultimately was the subject of the 12 settlement agreement? 13 MR. MARKEL: It does not. 14 THE ARBITRATOR: How does whether it's part of 15 the agreement or not affect what we should be doing with 16 it? That's really the question. 17 MR. URBAN: Again, I'm not sure why it's going 18 to be attached or how it's going to be argued. I just 19 want to make the record clear as to what was the 20 settlement agreement. Counsel has been relying on 21 settlement agreements, particularly this one. 22 THE ARBITRATOR: That's fine. 23 May I suggest the following, then. Let's mark 24 those last three pages as 6A -- 25 MR. URBAN: That's acceptable.

138 1 THE ARBITRATOR: -- because there's no dispute 2 as to authenticity. You'll argue weight and what we 3 should do with it, if anything, later. 4 MR. URBAN: Very good. 5 THE ARBITRATOR: Right? 6 MR. MARKEL: Yes. That's fine. 7 THE ARBITRATOR: And I think that takes care of 8 this, at least, hiccup on the side road we've taken; 9 right? 10 MR. URBAN: Okay. Very good. Thank you. 11 THE ARBITRATOR: Not a problem. 12 (Joint Exhibit 6A was marked for 13 identification and received into 14 evidence.) 15 MR. URBAN: I need to take just a short break. 16 THE ARBITRATOR: Never a problem. Off the 17 record. 18 (A recess was taken from 3:54 p.m. to 19 4:03 p.m.) 20 MR. URBAN: Pass the witness with the 21 understanding that Mr. Robles may be called again for 22 rebuttal. 23 THE ARBITRATOR: You have that right in any 24 event and not a problem. 25 MR. URBAN: Just reserving for the record.	140 1 Robles. 2 THE WITNESS: Absolutely. 3 MR. URBAN: Can we call Captain Quinn Swift. 4 THE ARBITRATOR: Raise your right hand, please. 5 (Witness sworn.) 6 THE ARBITRATOR: Please be seated, sir. 7 QUINN SWIFT, 8 having been first duly sworn by the arbitrator, 9 was examined and testified as follows: 10 DIRECT EXAMINATION 11 BY MR. URBAN: 12 Q. Can you please state your full name for the 13 record. 14 A. Quinn Swift. 15 Q. And your employer? 16 A. Allegiant Air. 17 Q. Your duties or responsibilities there? 18 A. Pilot, captain. 19 Q. How long have you been a captain? 20 A. Fifteen years. With the company, 16 and a 21 half. 22 Q. Okay. And did you work for other airlines 23 prior to that? 24 A. Yes. 25 Q. Okay. What other airlines have you been a
139 1 MR. MARKEL: I hate taking breaks back to back, 2 but I would like to take a break. 3 THE ARBITRATOR: Do you need a few minutes? 4 MR. MARKEL: Yes. 5 THE ARBITRATOR: That's fine. 6 MR. MARKEL: Let's start with 15, and we'll try 7 to get it faster. 8 THE ARBITRATOR: That's fine. 9 (A recess was taken from 4:03 p.m. to 10 4:10 p.m.) 11 THE ARBITRATOR: We can go back on whenever 12 counsel's ready. 13 MR. MARKEL: I have no questions for you at 14 this time. 15 THE WITNESS: Okay. 16 MR. URBAN: Stay there. You're not done. Sit 17 down. 18 THE ARBITRATOR: Anything that you wish to 19 pose? 20 BOARD MEMBER JOSEPH: No questions. 21 THE ARBITRATOR: Anything that you wish to 22 pose? 23 BOARD MEMBER CALL: No. 24 THE ARBITRATOR: You are done. I don't have 25 anything I need nailed down either. Thank you, Captain	141 1 pilot for? 2 A. Island Air in Hawaii. Before that it was Cape 3 Air, Massachusetts. 4 Q. "Cape" did you say? 5 A. Cape Air, yes. 6 Q. So you -- have you -- are you familiar with the 7 collective bargaining agreement that is in effect? 8 A. Pretty familiar. 9 Q. Okay. And I'd like to discuss your particular 10 grievance, which it's in that notebook in front of you 11 behind Tab Number 2. It's been identified as Joint 12 Exhibit 2. 13 A. Okay. 14 Q. So I know you've probably looked at this quite 15 a few times. You prepared or you submitted this 16 grievance for the events that took place in July of 17 2021? 18 A. That is correct. 19 Q. Okay. And at that time when this grievance was 20 filed, what type of pilot were you with Allegiant? 21 A. I was a captain, Airbus 320. 22 Q. And at this time in July of 2021, what type of 23 flight line were you on? 24 A. I was a line holder. 25 Q. Regular line holder?

142 1 A. Regular line holder, yes. 2 Q. Okay. And so in this particular day, do you 3 recall what was your assignment for that day? 4 A. The original flight assignment was a four-leg 5 day from Mesa, Provo, Santa Ana, Boise, back to Mesa. 6 Q. So you were going to end the day in your home 7 domicile; right? 8 A. Yes. 9 Q. And that is your domicile, Mesa Gateway? 10 A. Yes. 11 Q. Was it at that time? 12 A. Yes. 13 Q. Now, what happened on the flight that day? 14 A. Early in the day after the first leg, we had -- 15 well, we had a deferral on the airplane, first of all, 16 that didn't allow for other problems in the same system. 17 And after the first leg, we got a problem with -- 18 additional problem with the same system. I believe they 19 did a reset, and we tried to do our second leg, and it 20 popped up again, which means it's broken. So it ended 21 up going back to the gate. 22 Q. So did you ever fly the second leg? 23 A. No. We left the gate, but we had to return. 24 Never took off. 25 Q. So I just want to walk through. I thought it	144 1 that flight, but the remaining three flights were all 2 cancelled. We were pay protected. And because there 3 was four hours between the next plane, they -- we had 4 lots of time to kill, but they had scheduled us to fly 5 home to Mesa on the next flight to Mesa on Allegiant. 6 The plane we were using was broken. So we were 7 repositioned to remote parking for -- to be fixed 8 whenever they were able to fix it. I believe they were 9 waiting on a part. 10 Q. So I want to go through that step by step. 11 A. Sure. 12 Q. First, you said you deplaned all the 13 passengers. 14 A. Yes. 15 Q. And then you were told that the rest of that 16 assignment was cancelled. 17 A. The entire day, yes. 18 Q. And then they towed the plane away to be 19 repaired. 20 A. I can't remember if we towed or taxied, but we 21 went over to remote parking. 22 Q. Then did crew services tell you anything about 23 what would happen for the rest of your day? 24 A. The rest of the day was -- we were, 25 essentially, done because they had -- later -- this
143 1 was E-C-A-M. Is that what the -- 2 A. ECAM, yes. 3 Q. -- issue was? 4 What is that? 5 A. That's the Airbus's method of telling you 6 something is wrong with one of the viewers, essentially, 7 or with something. It has a sensor. 8 Q. And so they tried to fix it once. 9 A. Yes. 10 Q. Didn't work. 11 A. They tried. They thought they reset it; it was 12 gone. But as soon as we pushed back and started the 13 engine, it came back, which means you can't just reset 14 it indefinitely. You have to write it up. 15 Q. So then you went back to the gate again. 16 A. Yes. 17 Q. And what happened next? 18 A. I can't remember how long it took for them to 19 deplane, but we knew we were going to deplane. Fairly 20 quickly for Allegiant, it was decided that we were 21 cancelled -- 22 Q. How did you find that out? 23 A. -- that flight. 24 Communication with maintenance control and crew 25 services. So found out we were cancelled. Not just	145 1 happened in the morning. And later in the day in the 2 afternoon, they had more than one flight back to Mesa. 3 And according to the contract, they had to at least make 4 an attempt to get us home, if they can, and there were 5 lots of opportunities to get us home. So they did that 6 initially. 7 Q. Did they tell you you were going to go home? 8 A. Yes. 9 Q. And did they schedule you on a flight to go 10 home? 11 A. Yes. 12 Q. Then what happened? 13 A. Well, we had a four-hour wait. So we went to 14 grab lunch. And in the middle of the lunch, I got a 15 call saying flight attendants are still going home, but 16 the pilots are going to stay with the airplane, which I 17 said that doesn't sound right. I don't think you can do 18 that. But I don't assume I have a perfect memory of the 19 contract. So after I got off the phone with them -- I 20 didn't accept it. I just, like, okay, whatever. Then I 21 started making calls. 22 Q. Who did you call? 23 A. I called Andrew Robles, Ryan Fogelsanger, Jeff 24 Panhans, and eventually I was referred to Ernie because 25 Panhans was busy.

146 1 Q. Let me take those one at a time. We know who 2 Robles is. 3 A. Yes. 4 Q. And who is Ryan Fogelsanger? 5 A. He was one of the -- a rep, union reps. 6 Q. A union rep? 7 A. Yes. 8 Q. And who is Mr. Panhans? 9 A. Chief pilot. He's one of the assistant chief 10 pilots or whatever the title is now. 11 Q. And you said he was not available? 12 A. He answered, but he was busy so he referred me 13 to Ernie, who was actually at corporate. 14 Q. And who is Ernie Nevin? 15 A. Yes. And he's another one of the assistant 16 chiefs that's usually at corporate -- or was. 17 Q. And what was your discussion with him? 18 A. Well, I told him the situation. Because I 19 wanted to be sure before I started creating any kind of 20 problem, I actually had the union reps -- or I believe 21 it was Ryan. It might have been Andrew, but I believe 22 it was Ryan sent me copies of the CBA and the FAQ. I 23 had them in my bag, but that was back at the airport 24 because we were at lunch. And I looked at that just to 25 verify what I believed to be true. And it was extremely	148 1 my bag and the whole CBA instead of an excerpt. And 2 then once I got back to the airport, I had a -- we had a 3 call with crew services. I don't remember if it was 4 scheduled or whatever, but I tried to call crew 5 services. And I tried to explain my situation. 6 Ernie still hadn't gotten them to change it. 7 So they didn't want to hear about the contract. They 8 didn't want to talk about it. They just said you're 9 doing it and then -- so I said no. 10 Q. Okay. So did Ernie agree with your 11 understanding of the collective bargaining agreement? 12 A. Everybody did. 13 Q. Did Ernie -- 14 A. Yes. 15 Q. -- agree with you? 16 A. Yes. Yes. 17 Q. And did he talk to crew services on your 18 behalf? 19 A. Yes. 20 Q. What did he say? 21 A. He said he was trying, working his end, but I 22 don't know who he talked to specifically. 23 Q. Do you recall who you talked to at crew 24 services? 25 A. I believe it was Tammy.
147 1 black and white in this situation. So I started calling 2 the chief pilot and tried to get it fixed because it was 3 obviously a violation of contract. 4 Q. Do you remember what they sent you? 5 A. The -- 6 Q. The union representatives. 7 A. An excerpt from the CBA and the FAQs. 8 Q. So the FAQs at the back? 9 A. The FAQs at the back, yeah. 10 Q. Let me have you look at that. Is that the 11 agreement right there on top or is -- 12 MR. MARKEL: There's a copy right there. 13 BY MR. URBAN: 14 Q. Yeah. So go to the very last page. 15 Is that the FAQ that you were sent? 16 A. Yes. 17 Q. The out-of-domicile reassignment language? 18 A. Yes. 19 Q. Referring to 15 November 3? 20 A. Yes. 21 Q. All right. So did you call anyone else after 22 you talked to Ernie Nevin? 23 A. There were repeated phone calls to any one of 24 those four until we got -- everybody got done with lunch 25 and we could go back to the airport and I could look at	149 1 Q. And what did she say? 2 A. She refused to listen to any discussion and, 3 essentially, just said you're taking it or -- you know, 4 once I refused it, then she made some other comments, 5 which I believe are in my notes. I don't remember 6 exactly how it's said, but -- 7 Q. Okay. 8 A. -- yeah. 9 Q. And your notes are at the back of exhibit -- 10 Joint Exhibit 2 there? 11 A. Yeah. 12 Q. Did you prepare all of these pages and notes 13 that are at the back? 14 A. Well, I believe it's at the front. 15 Q. I believe if you look at the -- 16 A. Maybe it's at the back too. 17 Q. -- at the bottom there -- 18 A. Oh, yeah, yeah. 19 Q. Were those your notes that you prepared on the 20 event? 21 A. Yeah, I was writing notes in my phone while it 22 was happening, to some degree, so I could keep some sort 23 of record. 24 Q. Okay. So they -- you had said earlier that you 25 were actually listed on a flight.

150 1 A. Yeah. 2 Q. And did you try and board that flight? 3 A. Well, after talking to Tammy, I found out that 4 we were delisted from the flight, and they -- we weren't 5 scheduled for any other flights. They told us just to 6 go to the hotel. 7 Q. Were there more flights available? 8 A. Plenty. Well, two from Provo. Probably more 9 from Salt Lake. 10 Q. To Mesa Gateway? 11 A. Yes. 12 Q. And did you try and get on any of those 13 flights? 14 A. Yes. We tried to relist for the first one, 15 which is the original one that we were listed on. They 16 cancelled our listing. So I went to the gate agent to 17 try and find out what was going on. We were told that 18 the company had told them not to let us on the airplane, 19 that we couldn't use CASS; we couldn't even buy a 20 ticket. 21 Q. What is CASS? 22 A. CASS is a -- I forget what it stands for, but 23 it's a means for pilots using their -- they have ability 24 to fly on the flight deck. They can get your picture in 25 the computer, and it's another means of non-revving.	152 1 on the plane? 2 A. Yes. Once we had a boarding pass, they can't 3 just refuse us. 4 Q. So you got home. 5 Do you know when the flight attendants got to 6 go home? 7 A. They got to go home on the first flight. 8 Q. Now, was there a reason -- the next day -- I 9 want to make sure -- what was the next day on your 10 schedule? 11 A. The next day was a day off. It was also -- 12 part of the reason for my urgency initially was because 13 it's also my medical. I had to renew my medical that 14 day. It was a very busy month; 95 hours scheduled, I 15 believe. And it was going to be difficult to reschedule 16 with medical, if at all possible. So I figured I'd be 17 getting in trouble with my medical expiring if I didn't 18 get it done. 19 So that was the emergency initially. And later 20 on, after all the ridiculousness about the refusal and 21 the trying to deny us boarding and everything else, it 22 just -- it became a point of right and wrong. So I 23 just -- I wasn't going to back down. 24 Q. So if you didn't have your medical, would you 25 be able to fly?
151 1 It's a different avenue than listing the normal way. 2 THE ARBITRATOR: Cockpit access security 3 system. 4 THE WITNESS: Right. 5 MR. URBAN: Thank you. 6 BY MR. URBAN: 7 Q. And did you try and use that to get on? 8 A. We tried everything at that point, and we 9 couldn't get on. 10 Q. And did you actually do something else after 11 that? 12 A. Well, we went through security, even talked to 13 the pilots that were flying the plane when it came in. 14 Ernie was still kind of saying there's a chance; there's 15 a chance; there's a chance we'll get it fixed. And that 16 didn't work. 17 Plane came, loaded up. They wouldn't, 18 obviously, let us on the plane. Took off. So at that 19 point, we went outside of security, used a different 20 avenue and bought tickets from the website instead of 21 the ticket counter and got our tickets and our boarding 22 pass in our phones. 23 Q. So you bought tickets on the Allegiant website. 24 A. Yes. 25 Q. And as a result of that, were you able to get	153 1 A. No. 2 Q. Did you tell Ernie that you needed to get back 3 to have this medical appointment? 4 A. Yeah, and Tammy. 5 Q. You told crew services as well? 6 A. Yep. 7 Q. And that didn't matter? 8 A. Didn't care. 9 Q. Okay. So had you ever been reimbursed for the 10 ticket you had to buy on your own? 11 A. No. Plus the pay is wrong for that day. 12 Q. I want you to look, if you can, in that same 13 notebook at Exhibit 15 -- no, no. Sorry. 16. I 14 apologize. 16. It's behind Tab 16. 15 A. Yeah. 16 Q. You received a copy of this notice for a 17 Section 18 meeting? 18 A. Yes. 19 Q. And did that Section 18 meeting ever take 20 place? 21 A. No, at the 11th hour they cancelled it. 22 Q. Okay. And that's page 3 of this exhibit? 23 A. Yes. That's correct. 24 Q. And page 1 refers to a no-show for the flight. 25 Do you see that?

154 1 A. Right. 2 Q. Is that no-show still on your record? 3 A. It's showing in the pay report. I don't know 4 what other documents the company has, but it's 5 definitely showing on the pay report as a no-show that 6 day and the following day that was a day off. 7 Q. Okay. You haven't received any discipline for 8 going home, have you? 9 A. No. 10 Q. Did you ever receive an official notification 11 of what your duty for the next day would be? 12 A. No. They never told me. I assumed it was to 13 fly the plane back, but I don't know that. I was never 14 told. I was told you're spending the night in the hotel 15 just like -- they don't give details. It was just going 16 to happen the next day. 17 Q. So you never actually received a formal 18 assignment for the next day. 19 A. No. They usually don't until the last minute. 20 Q. Okay. 21 MR. URBAN: Nothing further. 22 THE ARBITRATOR: Ready for cross or do you need 23 some time? 24 MR. MARKEL: I would love a few minutes. 25 THE ARBITRATOR: Never a problem. We're off	156 1 Do you remember saying that? 2 A. Yes. 3 Q. Sorry. Yeah. We just need a verbal for the -- 4 A. Understood. 5 Q. -- for the record. 6 Now, you attached to your grievance a fairly 7 detailed summary. 8 Do you recall that? I think -- 9 A. Yeah. 10 Q. -- the union counsel asked you about that. 11 A. Yes. 12 Q. And in that summary, you wrote that you got 13 another call from Ernie. 14 A. Um-hum. 15 Q. Do you remember that? 16 A. Yes. 17 Q. And Ernie told you that there was an old 18 settlement agreement that the company was using to 19 justify their position and that his position had 20 changed. 21 A. That's correct. 22 Q. And then you say, 23 "I read this agreement, and it has absolutely 24 nothing to do with our situation." 25 A. Yes.
155 1 the record. 2 (A recess was taken from 4:28 p.m. to 3 4:44 p.m.) 4 THE ARBITRATOR: Go back on record when 5 Mr. Markel is ready. 6 CROSS-EXAMINATION 7 BY MR. MARKEL: 8 Q. Good afternoon, Captain Swift. My name's 9 Aaron. I don't think we met before, but I'm counsel for 10 the company. I just have a few questions for you today. 11 I think you testified earlier that your -- 12 about the kind of sequence of your trip. 13 Do you recall that? 14 A. Yes. 15 Q. And I think what you said was that your -- the 16 start of the day was -- your origin was Mesa. 17 Do you remember saying that? 18 A. Yes. 19 Q. And that you were scheduled to return, your 20 destination was also Mesa at the end of that day; right? 21 A. Yes. 22 Q. You said that when all of this occurred -- and 23 I mean the situation with you talking to the union and 24 you talking to the regional chief pilot -- that everyone 25 agreed with you.	157 1 Q. And so someone had sent you a copy of the 2 settlement; is that right? 3 A. Correct. 4 Q. Do you know who sent you a copy of the 5 settlement? 6 A. I believe it was Ernie. 7 Q. Ernie sent you. Okay. 8 And then later in your summary, I think you're 9 repeating this, but you said, 10 "Ernie called back wanting to clarify that his 11 recommendation was to fly and grieve it in case 12 I got the wrong idea." 13 A. He was afraid he'd get in trouble for me 14 refusing the flight. 15 Q. Right. 16 A. That wasn't his recommendation. He wasn't 17 giving me recommendations. He was just telling me his 18 opinion -- 19 Q. Got it. 20 A. -- of whether it was right or wrong. 21 Q. And you've been a pilot for quite a long time; 22 right? 23 A. Yes. 24 Q. And you're familiar with the concept of fly 25 now, grieve later?

158 1 A. Yes. 2 Q. And ultimately you decided not to do that; 3 right? You decided to go home to Mesa. 4 A. Yes. 5 Q. Okay. Now, was this the first time that you 6 had been required to remain overnight with an aircraft 7 due to an operational issue while you have been a pilot 8 at Allegiant? 9 A. No. 10 Q. Your eyes said something there. Has this 11 happened frequently to you? 12 A. Yes. 13 Q. About how many times? 14 A. Well, I don't know, 16 and a half years. It 15 goes in streaks. So sometimes it happens every couple 16 of months, and other times it's once in six. So it 17 happens when it happens. 18 Q. Can you give me, like, a rough estimate of how 19 many times it's happened? 20 A. I would estimate at least twice a year. 21 Q. At least twice a year. 22 And can you remind me how long you've been with 23 Allegiant? 24 A. 16 and a half years. 25 Q. 16 and a half years.	160 1 this is Allegiant 235. We'll mark it as -- I think 2 we're up to Company Exhibit 4. 3 THE ARBITRATOR: That sounds right. 4 (Company Exhibit 4 was marked for 5 identification.) 6 BY MR. MARKEL: 7 Q. Mr. Swift, is this a grievance that -- that you 8 filed or I suppose the union filed on your behalf in 9 2018? 10 A. Yes. 11 Q. And in this grievance, you say that on March 12 23rd, I assume 2018, that you were scheduled -- or during 13 a flight from Mesa to Indianapolis, you had an emergency 14 medical descent -- 15 A. Yes. 16 Q. -- and you landed in Albuquerque, I believe it 17 is; is that correct? 18 A. Yes. 19 Q. And that the company then sent replacement 20 flight attendants from Las Vegas. 21 A. Correct. 22 Q. And you continued to Indianapolis. 23 A. Yes. 24 Q. Where you spent the night. 25 A. We ran out of duty time. We were forced to.
159 1 And so since the CBA, which became effective in 2 2016, we're talking at least 12 times? 3 A. Yeah, probably. 4 Q. Okay. And was this -- 5 A. It might be more. Estimating a little bit -- 6 Q. I understand. Yeah. 7 And in all of those times, was this the first 8 grievance you filed over this? 9 A. No. 10 Q. How many grievances have you filed? 11 A. I'm not sure. Usually there's a gray area. So 12 I remember one where I was stuck for three days in 13 Niagara Falls. But on the company side, it was a 14 weather storm. So it was more gray area. So I filed a 15 grievance, but it was a similar situation where they 16 could have sent me home, should have sent me home. 17 Didn't. 18 Q. Okay. 19 A. They wanted me to stay with the plane. 20 Q. Do you remember filing a grievance in 2018? 21 A. I might have. 22 Q. Over being held overnight in outstation? 23 A. It's quite possible. 24 Q. Okay. Let me show you a document. 25 For those following along on their computers,	161 1 We were limited on our duty period. So, yes, we 2 couldn't make the flight back. We dutied out. 3 Q. Right. So you were forced to stay overnight in 4 Indianapolis. 5 A. Yes. Completely different situation. Yes. 6 Q. Okay. And then the next day, which I believe 7 you said was a day off -- 8 A. Yes. 9 Q. -- you flew back to Mesa. 10 A. Correct. 11 Q. And in this grievance, you say that the company 12 should have applied 15.B.3 [sic]; correct? 13 A. That's what it says. 14 Q. And in the remedy sought, you say, 15 "Make pilot whole and receive replacement day 16 off per Section 14.B.3." 17 Do you see that? 18 A. Yes. 19 Q. And you do not cite 15.N.3 anywhere, do you? 20 A. It was a total different situation. It didn't 21 apply. 22 Q. Okay. Well, you didn't -- you didn't mention 23 15.N.3, did you? 24 A. I wouldn't -- 25 Q. Okay. And you didn't --

162 1 A. -- correct. 2 Q. -- say that the company was required to get you 3 back to your domicile on the last day of your scheduled 4 trip, did you? 5 A. Like I said, completely different situation. 6 So it's like apples and oranges. But, yeah, I didn't -- 7 wouldn't ask for that if it didn't apply. 8 Q. Okay. So in this grievance, you didn't 9 reference 15.N.3. 10 A. No, I wouldn't. 11 Q. You didn't say the company -- 12 MR. URBAN: Objection. Asked and answered. 13 Are we going to go over the same questions four times? 14 THE ARBITRATOR: It was twice, and I'll allow 15 it. 16 BY MR. MARKEL: 17 Q. Okay. And you didn't say the company had to 18 get -- get you home? 19 A. No. 20 Q. Now, was this grievance settled, do you know? 21 A. I don't even remember. 22 Q. You don't even remember. 23 Do you have Joint Exhibit 6 on the table in 24 front of you? I believe it's the closest one to this 25 corner. You got your hand right over it. There you go.	164 1 pursuant to Section 15.B.3.b [sic] to each 2 named pilot who was previously denied same due 3 to application of 15.N." 4 Do you see that? 5 A. Yes. 6 Q. And so you were granted, ultimately, if you 7 recall, a replacement day off pursuant to 14.B.3 as part 8 of the settlement of your grievance. 9 A. Correct. 10 Q. Okay. And do you recall that the company had 11 originally denied you that replacement day off because 12 it had applied Section 15.N in that situation rather 13 than 14.B.3? 14 A. Yes, but it didn't apply. 15 Q. Okay. 16 A. So I don't know what the rationale was or what 17 their excuse was. But, like I said, totally different 18 situation. 19 MR. MARKEL: Could I have just a second with my 20 team? 21 THE ARBITRATOR: Of course. We're off the 22 record again. 23 (A recess was taken from 4:55 p.m. to 24 5:01 p.m.) 25 THE ARBITRATOR: Back on whenever counsel's
163 1 Can you open to the front page. 2 A. Yes. 3 Q. And so I think you were here earlier. This is 4 a grievance settlement agreement from 2018 that 5 Mr. Robles testified about briefly. And do you see at 6 the bottom right under the first paragraph of the 7 recitals that says, 8 "This group grievance addresses, among other 9 incidents, the following known numbered 10 grievances"? 11 A. Yep. 12 Q. And could you turn to the second page for me. 13 A. Yes, I see my name in there. 14 Q. Yeah. And it's "AAY-2018-126"? 15 A. Correct. 16 Q. And "Swift"? 17 A. Yes. 18 Q. And so that's the grievance we were just 19 discussing a second ago. 20 A. Yes. 21 Q. Okay. And could you look down to agreement, 22 Section -- paragraph 1. It's on the bottom of page 2. 23 A. Yes. 24 Q. And it says, 25 "Employer shall grant a replacement day off	165 1 ready. 2 MR. MARKEL: Captain, I have no more for you. 3 Thank you. 4 THE ARBITRATOR: Any redirect? 5 MR. URBAN: Yes, please. 6 REDIRECT EXAMINATION 7 BY MR. URBAN: 8 Q. Couple of questions, Mr. Quinn. 9 Just wanted to based on your -- counsel asking 10 you about your notes. The breakdown that happened on 11 your flight in July of 2021, when did that happen? What 12 time of day? 13 A. It was in the morning, early. 14 Q. Okay. And so you were there all day? 15 A. Most of the day. I think I got back right 16 before or right after it got dark. But I think before. 17 Q. And you mentioned that there were several 18 flights. Were those all Allegiant flights, or were 19 there other flights available? 20 A. There were two Allegiant flights, and there's 21 always a possibility of getting a Lyft to Salt Lake City 22 as well, which I didn't really look into because there 23 were two available Allegiant flights that don't cost 24 anything to go and had seats. 25 Q. So you could have taken a Lyft over to Salt

166 1 Lake City and had a flight -- 2 A. That was another option. I usually will do 3 that, yes. 4 Q. And second question. I didn't ask this before: 5 Did you go home by yourself, or did your first officer 6 go with you? 7 A. First officer did exactly the same thing. 8 Q. Okay. And to your knowledge, was he ever -- 9 did he ever receive a Section 18 investigatory meeting? 10 A. Yeah, we talked, and he had the same situation. 11 We were both going to be in that -- I believe the same 12 meeting or the same day. I'm not sure how it works 13 because I've never been through one, but they both got 14 cancelled about the same time as well. 15 Q. And the flight you actually got onto, was that 16 an Allegiant flight, then, late -- 17 A. Yes. 18 Q. -- that you bought your own ticket? 19 A. The second Allegiant. 20 Q. Now, counsel asked you -- and I want to have 21 this in front of you, Exhibit 4, which is this grievance 22 you filed in 2018; correct? 23 A. Yes. 24 Q. So now to be clear, you had a scheduled flight 25 for a Mesa Gateway to Indianapolis and back; right?	168 1 Q. -- right? 2 And so is it your understanding -- I guess your 3 position in this case is that 14.B.3 couldn't apply 4 because that only applies to delays and cancel- -- not 5 cancellations. 6 A. Without getting too wrapped around the 7 terminology, yeah, there seems to be a disconnect on how 8 we're trying to use the word "delay." So, yes, to some 9 degree that is accurate. 10 Q. So you would agree with me, then, that if 11 14.B.3 did cover cancellations, your case would be much 12 more difficult here. 13 A. Potentially. 14 Q. Okay. 15 A. But, yeah, this -- that would mean 15.N.3 would 16 have to not exist. 17 MR. MARKEL: No further questions. 18 THE ARBITRATOR: Any further direct? 19 MR. URBAN: Nothing. Nothing, thank you. 20 THE ARBITRATOR: Anything you want to pose, 21 Captain Joseph? 22 BOARD MEMBER JOSEPH: No. 23 THE ARBITRATOR: Mr. Call, anything you want to 24 pose? 25 BOARD MEMBER CALL: Can I take one minute?
167 1 A. Correct. 2 Q. And you couldn't complete that because a 3 passenger passed away. 4 A. Yes. We had a delay in this case. There was 5 no cancellation. So yes. 6 Q. Not a cancellation, but a trip delay; correct? 7 A. Yes. 8 Q. And because of that delay, you timed out under 9 the FAA? 10 A. Yeah, we couldn't make the return trip legally. 11 Q. So that's kind of beyond the control of anyone; 12 right? You were unable to fly. 13 A. Which is why I keep saying it's a completely 14 different situation, yes. 15 Q. And did you ask to go home? 16 A. No. Didn't apply. 17 MR. URBAN: All right. Nothing further. 18 THE ARBITRATOR: Is there any cross? 19 MR. MARKEL: Yeah, one quick. 20 RE-CROSS-EXAMINATION 21 BY MR. MARKEL: 22 Q. A second ago you just mentioned that this was a 23 different situation because this was a delay and not a 24 cancellation -- 25 A. Correct.	169 1 THE ARBITRATOR: We're off the record again. 2 You bet. 3 (A recess was taken from 5:04 p.m. to 4 5:08 p.m.) 5 THE ARBITRATOR: Back on the record, please. 6 I believe the ball was in your court, Mr. Call, 7 as to whether you wanted to pose a question or not. 8 BOARD MEMBER CALL: I can pose it or can 9 counsel -- 10 THE ARBITRATOR: You can pose it. You bet. 11 BOARD MEMBER CALL: -- pose it? 12 THE ARBITRATOR: You can. If not, I'm going to 13 pose a couple of brief ones, and then when it comes back 14 around again, it will come back -- right back around to 15 Mr. Markel. Whatever you want. 16 MR. MARKEL: I think -- I think -- I feel like 17 you should get the benefit of what we have to ask before 18 you ask. So -- 19 THE ARBITRATOR: That's fine. Then go ahead. 20 Do you mind, we'll just flip back to further 21 cross? 22 MR. URBAN: It's all fine. Sure. 23 THE ARBITRATOR: Go right ahead. I need to 24 stand on ceremony. 25 MR. MARKEL: No. No, no. No problem. I just

170 1 have a quick -- 2 FURTHER RECROSS-EXAMINATION 3 BY MR. MARKEL: 4 Q. I'm trying to understand the situation back in 5 2018. So I'm hoping you can help me get a better hold 6 on it. 7 So the -- the situation in -- under the 8 grievance in 2018, you were supposed to fly from Mesa to 9 Indianapolis; right? 10 A. And back. 11 Q. And back. 12 And then the medical issue diverted you to 13 Albuquerque. 14 A. Correct. 15 Q. You ultimately got to Indianapolis. 16 A. Late, yes. 17 Q. Yes. 18 But -- and you timed out under the FARs. 19 A. Yes. 20 Q. Right. 21 And so you had to overnight because you didn't 22 have any duty period left on that day. 23 A. Additionally, I don't think there was a way 24 home if they wanted to try. So -- 25 Q. Okay.	172 1 actually have two different months listed. I assume 2 it's the same month. We have March 23rd, and then we 3 have April 24th. 4 MR. MARKEL: Are we looking at JX2? 5 THE ARBITRATOR: We're looking at Company 4. 6 BOARD MEMBER CALL: No, CX4. 7 THE WITNESS: Yeah, it's a typo. 8 BY THE ARBITRATOR: 9 Q. So all I was trying to figure out is -- 10 A. Yeah. 11 Q. -- without taxing your memory to figure out 12 whether it was March or April -- 13 A. Right. 14 Q. -- we are talking about the 23rd and 24th of the 15 same month -- 16 A. Same month. 17 Q. -- whatever it is; right? 18 A. That's correct. 19 Q. Bingo. That's fine. 20 And now let me just follow up with a couple of 21 brief ones. 22 So you're in Indianapolis having timed out -- 23 A. Correct. 24 Q. -- right, and you're in late? 25 A. Yes.
171 1 A. -- they were forced to regardless, they didn't 2 want to or didn't matter. 3 Q. And you operated the flight back to Mesa the 4 next day; right? 5 A. Yes. 6 Q. And that was a new duty period; right? 7 A. Yeah, after a rest period, it was a new duty 8 period. 9 MR. MARKEL: That's all I have. Thank you. 10 THE ARBITRATOR: Is there anything you have by 11 way of further direct? 12 MR. URBAN: No. 13 THE ARBITRATOR: Anything you wish to pose? 14 BOARD MEMBER JOSEPH: No. 15 THE ARBITRATOR: Anything you wish to pose at 16 this point? 17 BOARD MEMBER CALL: No. 18 THE ARBITRATOR: That's fine. I'm going to 19 pick up right where counsel left off because I was going 20 to cover the same ground. 21 EXAMINATION 22 BY THE ARBITRATOR: 23 Q. The flight that you took -- look -- can you 24 look at the grievance fact sheet for a second, please, 25 Captain Swift. I don't know that it's critical, but we	173 1 Q. Was the 24th, the second day, then a scheduled 2 day off? 3 A. It was. 4 Q. That's what I wanted to kind of nail down. 5 And you were stuck there because of the need to 6 have adequate rest, in any event; right? 7 A. Correct. 8 Q. And then you mentioned weather as well. 9 A. Yes. 10 Q. So was there weather that further delayed the 11 trip back to Indianapolis from Mesa? 12 A. That was the next day, but, yes, it was a 13 blizzard overnight. 14 Q. When you say "the next day" -- I'm sorry. I'm 15 going to bring us back because I may be confused. 16 A. Yeah. 17 Q. On the 23rd of whichever month it was -- 18 A. Right. 19 Q. -- you flew from Mesa to Albuquerque, from 20 Albuquerque to Indianapolis; right? 21 A. Correct. 22 Q. And you got in at some point late that day, 23 whatever late was. 24 A. Yes. 25 Q. And now you're out of time.



OASIS
REPORTING SERVICES

is now



LEXITASTM

174 1 A. Yes. 2 Q. So you're not resting from the evening -- late 3 afternoon, evening, whenever it was in Indianapolis; 4 right? 5 A. Yes. 6 Q. Until sometime the following morning; right? 7 A. Correct. 8 Q. Which would have been the 24th. 9 A. Yes. 10 Q. It then it says you "were further delayed due 11 to weather and mechanicals and only made it 12 back around 10:00 p.m." 13 So you would normally have been scheduled to 14 leave at some point earlier in the morning on the day 15 off? 16 A. Correct. We were -- 17 Q. And then instead you were pushed to -- 18 A. The afternoon. 19 Q. -- afternoon on the day off through the 20 combination of mechanicals and weather. 21 A. Yes. We took -- 22 Q. Yes. 23 A. -- a large portion of our duty period that 24 day -- 25 Q. Okay.	176 1 A. Yeah. 2 Q. -- would the claim have been exactly the same? 3 A. It would have been. So that was, I guess, 4 probably useless information. 5 Q. I'm not troubled by useless. I just needed to 6 understand what the basis of the claim was. 7 A. Right. 8 Q. That's all. 9 A. Yes. 10 Q. From your end, at least, it didn't factor in. 11 A. No. 12 Q. It was simply they had you flying on what would 13 have been your day off. 14 A. Correct. 15 Q. And so you were entitled to a replacement day 16 as you were asserting, at least, under the agreement. 17 A. Yes. 18 THE ARBITRATOR: Bingo. That's all I needed to 19 nail down on that one. I'm happy to leave it at that. 20 Is there any further direct? 21 MR. URBAN: No. 22 THE ARBITRATOR: Is there any further cross? 23 MR. MARKEL: No. 24 THE ARBITRATOR: Are my board members both 25 good, or does anybody want to pose any questions?
175 1 A. -- just to get out of Indianapolis. 2 Q. I'm not troubled. I just wanted to understand 3 the facts. 4 A. Yeah. I didn't elaborate -- 5 Q. Okay. And so -- 6 A. -- on this one. 7 Q. -- there also says there was "an attempt to 8 infringe on FAR rest requirements." 9 They tried to get you to go before your rest 10 period was completed? 11 A. Yeah, I believe we were supposed to have eight 12 hours behind the door, and they had scheduled us at a 13 hotel that was, like, 25 miles away from the airport. 14 It was -- 15 Q. Okay. It was a travel-time issue. 16 A. Yeah, it was -- 17 Q. That's fine. And that wasn't the crux of this 18 case anyway. I just wanted to understand what I had. 19 A. It was just mentioned. 20 Q. That's fine. 21 So what was the issue relating to replacement 22 day off? Did the weather and mechanicals have any 23 effect on the contractual claims, or if they had gotten 24 you off the very first moment that you were legal to fly 25 again --	177 1 BOARD MEMBER JOSEPH: I'm good. 2 BOARD MEMBER CALL: I don't have any questions. 3 THE ARBITRATOR: And I'm in good shape too. 4 Thank you, Captain Swift. 5 MR. URBAN: I'd like to suggest we stop for the 6 day and pick up in the morning first thing. And I have 7 two short witnesses. 8 THE ARBITRATOR: Any objection? 9 MR. MARKEL: No. No. 10 THE ARBITRATOR: That's fine. Do you want to 11 tell me whether you want 9:00 or something else? 12 MR. URBAN: 9:00 is perfect. 13 MR. MARKEL: 9:00 is good. 14 THE ARBITRATOR: 9:00 it is. 15 With that, we will stand in adjournment until 16 9:00 a.m. tomorrow. And thank you all very much. 17 (Proceedings adjourned at 5:14 p.m.) 18 19 20 21 22 23 24 25

REPORTER'S CERTIFICATE

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

I, Dawn Bratcher Gustin, a duly certified court reporter licensed in and for the State of Nevada, do hereby certify:
That I reported the taking of the proceedings at the time and place aforesaid;

That I thereafter transcribed my shorthand notes into typewriting and that the typewritten transcript of said proceedings is a complete, true, and accurate record of the proceedings to the best of my ability.

I further certify that I am not a relative, employee, or independent contractor of counsel of any of the parties; nor a relative, employee, or independent contractor of the parties involved in said action; nor a person financially interested in the action; nor do I have any other relationship with any of the parties or with counsel of any of the parties involved in the action that may reasonably cause my impartiality to be questioned.

IN WITNESS WHEREOF, I have hereunto set my hand in the County of Clark, State of Nevada, this 26th day of April 2023.



Dawn Bratcher Gustin, CCR 253, RPR, CRR



OASIS
REPORTING SERVICES

is now



LEXITASTM

-	11th 153:21	139:6 147:19 153:13	117:12,14 153:17,19 166:9
--000-- 8:5 108:24 109:4	12 8:4 109:3 120:13,15 123:20,23 124:20 159:2	15- 131:3	19 13:20,23 14:3
0	1224 11:12 85:8	15-14 53:4	195 55:25
000 95:2	12:08 94:14	15.B.3 161:12	1980s 50:11
0200 58:23 69:15	12:14 94:15	15.b.3.b 164:1	1st 51:2
0214 86:24	12:28 108:23	15.N 76:21,25 81:15 122:24 130:14 164:3,12	2
1	13 77:23 124:5 125:2,5	15.N.3 34:9,11,25 35:10 41:7, 24 42:5,19,24 43:7,9, 14 44:25 45:2,9,14,22 46:3 48:3 82:3 88:18, 23 90:17 106:7 108:3 161:19,23 162:9 168:15	2 8:18 14:8 16:9 70:24 75:5,6 82:15,18 98:15 114:8,11,19,20 117:13 119:11 130:5 131:17 135:16,17,20 141:11, 12 149:10 163:22
1 8:1,7,16 11:20 50:19 51:10 67:22 73:12 74:2 75:1,2,3 109:1 130:8 153:24 163:22	14 13:4 15:9,13 19:23 22:16 27:10 28:19 57:20,24 77:23 119:12	15.N.3.4 112:15	2-4 32:19
10 12:14 16:2	14-2 77:24	15.n.3.c 45:3	2-6 19:7
107 112:12	14.B 77:24	15.N.4 112:15	2-7 19:16
10:00 174:12	14.B.3 33:9 38:7,20,21 39:7 41:2,22 43:14,21 44:16 45:25 68:17,23 70:15 71:20 78:23 79:10,21 81:18 82:7 87:11,19 88:11,14 89:19 119:11 161:16 164:7,13 168:3,11	16 13:5 19:8 20:12,15 23:22 66:4,9 86:3,9 92:19 93:4 94:6 96:5 102:22 116:7,9 118:10 140:20 153:13,14 158:14,24,25	2.5 76:3
10:35 49:1	14.b.3.b 70:25	16-3 66:6	200 113:19
11 12:15 16:2	14.b.3.b.i 77:18,22 79:3	16.E.7 92:23 93:8 99:7	2009 127:20
11-hour 86:16	15 13:4,11,15 14:14,17 15:20 19:20,23 22:4, 12 23:22 24:13 25:8, 13 27:17 31:6 52:16 53:12 54:2 55:10 60:4 77:25 89:20 112:5	17 86:4,14 120:1 125:9, 11 126:11	2010 70:9
117 65:19 80:20 96:19		18 13:20,22,23 14:5,9 30:8 116:14,17	2015 51:5 102:22
11:00 49:2			2016 8:17 11:21 12:8 35:23 51:2 110:10 159:2
11:23 67:4			2017 41:8 97:22 133:12
11:40 67:5			2017-013

84:11 97:25 129:2	231 39:20	83:24 84:1,23 91:4 92:16 95:8,24 97:10 118:19 119:12 123:10 134:2 135:13 147:19 153:22	4:44 155:3
2018 38:12 41:11 44:22 48:5,12 126:25 159:20 160:9,12 163:4 166:22 170:5,8	233 40:2		4:55 164:23
2019 48:3	235 160:1	3.b 59:19	5
2021 14:3,5,17 27:3 33:2 34:14 48:13 93:25 141:17,22 165:11	23rd 160:12 172:2,14 173:17	30 14:5 21:20	5 8:7,24 60:7,8,9 61:4,9 120:18 128:7
2023 8:4,21 109:3	24 133:12	30-minute 113:22	5:01 164:24
209 126:23 127:16,17	24-hour 17:17	300 32:4 116:20	5:04 169:3
20th 117:4	248 67:21	305 125:17	5:08 169:4
21 8:17 11:21 30:16	24th 172:3,14 173:1 174:8	31 75:14,15,17	5:14 177:17
210 130:6	25 175:13	320 109:21 141:21	6
211 132:2	26 50:12	39 68:10 95:1	6 128:8,9,10,13 131:19, 20,22 132:22 135:4,9 136:19,20 162:23
2118 11:8,13 50:16 109:22 110:2	27 8:21 14:19 50:12	3:17 109:3	6A 137:24 138:12
22 136:17	285 120:13	3:54 138:18	7
220 41:12	286 95:2	4	7 20:13 61:20,21 62:11, 14 66:9
221 134:10,17	29 11:21	4 8:22 120:18 122:22 123:8,10 124:15 127:20 130:18 160:2,4 166:21 172:5	70-hour 70:13
222 83:16 91:18 118:14	299 74:23	4621 8:2,19 11:15 13:10 14:19 109:2	747 50:13
225 39:18	2:00 22:20,21 99:11,22	4:03 138:19 139:9	9
22nd 14:4	3	4:10 139:10	9 117:25 118:14,16 120:2,4,9
23 14:20	8:20 13:3,12 14:20 15:9,13,20 19:22 21:12,16 22:16 24:13 25:8 27:17 30:15 31:6 57:20,24 59:18 71:21	4:28 155:2	



OASIS
REPORTING SERVICES

is now



LEXITASTM

95 152:14	accommodated 77:11,15 79:2,5	addresses 38:7 163:8	150:16
99 111:11	accomplish 71:4	addressing 31:22	agree 20:20 32:11 37:13 45:23,24 97:1 104:19 131:17 133:7 148:10, 15 168:10
9:00 177:11,12,13,14,16	accordance 19:8,22 122:15	adequate 173:6	agreed 8:12 15:18,22 17:10 20:10,13 24:14 25:3 41:2 44:13 52:6 53:23 56:6,15 57:1 108:1,2 130:22 131:14 155:25
9:37 8:4	accurate 95:18 168:9	adjourned 177:17	agreeing 43:20
A	accurately 131:6	adjournment 177:15	agreement 8:17 9:4,9,23 11:11, 17,20,24,25 12:5,10, 20,23 13:1,2,21 15:8 16:6,10 17:4 20:10 23:2,25 24:10,11 30:14,25 32:12 33:19, 25 34:2 35:8 38:13 46:22 50:19,25 51:8, 11 53:14 57:20 60:20, 24 63:9 64:21 66:2 69:5 72:8 73:20,22 83:10,11 95:10 96:2,5, 22 100:12 110:7 111:25 118:23 119:16, 21 121:2,6 122:24 123:12 125:22 126:24 127:22 130:7,11 132:25 135:2,3,11 136:1,5,9,25 137:9,12, 15,20 141:7 147:11 148:11 156:18,23 163:4,21 176:16
a.m. 8:4 22:20,21 49:1,2 67:4,5 177:16	acknowledged 13:13	adjustment 13:23 14:11 110:20,22 111:5	agreements 18:7,21 22:25 23:9 117:20 136:4 137:21
Aaron 155:9	acronyms 75:21	admission 10:16 73:11 82:15	ahead 10:15 43:18 61:20 66:9 68:7 70:10 87:4 96:14 102:19 126:7 169:19,23
AAY-2016-013 84:10	act 55:14	admit 61:4 62:11 91:3 118:1 119:24 123:19 125:1 136:15	Air
AAY-2017-013 83:20	actions 117:21	admitted 10:8 32:22 34:8 118:4	
AAY-2018-126 163:14	actual 69:23 114:7	admitting 126:2	
abide 115:7 129:19	ADD 63:18,22 106:17 110:22	adopted 68:3	
abided 129:21	added 35:6 37:16 53:13 59:21 64:24 65:2	affairs 50:6	
abiding 115:8 129:21	addition 9:7 42:7	affect 19:11 31:3 137:15	
ability 22:6,13 26:16 59:11 64:6 76:18 81:21 90:12 96:11,12 150:23	additional 19:3 35:6 37:11 48:17 60:1 63:18 113:23 142:18	affected 88:4 89:13,14	
absolutely 46:13 52:4,9 57:18 64:11 140:2 156:23	Additionally 170:23	affects 16:6	
accept 145:20	additive 96:19	affiliated 50:16	
acceptable 137:25	address 13:16 38:15 40:10 59:22	afraid 157:13	
access 151:2	addressed 9:10 42:7,21 46:14 99:15	afternoon 99:12 145:2 155:8 174:3,18,19	
		agent	



OASIS
REPORTING SERVICES

is now



LEXITASTM

140:16 141:2,3,5	allegations 13:17 35:4 85:7	Andrea 41:8 129:22	18 94:6,8,13 161:21 162:7 164:14 167:16 168:3
Airbus 109:21 141:21	allege 34:11	Andrew 109:9,16 145:23 146:21	applying 43:14
Airbus's 143:5	alleged 117:3	anti-ice 39:7	appointment 29:7 30:20 153:3
aircraft 24:16,17 34:17,21 35:11,18,20,24 36:2,6, 10,15,21 37:4,10,17 38:3 39:8,11 44:14,20 46:23 66:14 72:24 80:12 81:2 83:1,9 86:8 90:10,24 115:1 158:6	Allegiant 11:11 12:7 13:11 30:21 35:1,9,20,23 36:15 37:1,6,23 38:2 39:18,20 40:2 41:12 44:10,25 51:20 55:4 59:13 95:2 97:25 109:18 110:15 111:9 113:5,7,11 126:23 127:20 140:16 141:20 143:20 144:5 151:23 158:8,23 160:1 165:18,20,23 166:16, 19	anymore 81:11	approved 51:13
aircraft's 36:17	Allegiant's 11:15 31:20 35:18 36:11,25 38:11 41:8 45:25 46:18 47:3	apologies 120:5 134:1,3	April 8:4 51:5 109:3 172:3, 12
airline 50:4	alleging 15:3 19:24 83:8 87:23	apologize 39:13 91:14 153:14	arbitrability 9:21,22
airlines 11:12 140:22,25	allot 121:18	apparently 27:11 136:24	arbitration 8:1 10:14 13:8 32:7 33:6 35:5 43:11 46:11 47:6 109:1 117:10,11 119:2,4,6
airplane 82:2 142:15 145:16 150:18	allotted 122:21	appeal 43:12 83:19 91:17 134:5	arbitrations 109:25
airport 20:11,14 25:25 36:1 65:15,20,22,25 66:18 73:1 80:15 93:1,18 96:5,10,23 97:2,7 99:6,15 100:3,10 101:17 104:15,17 105:10,13 106:9,21,22 107:5 111:21 146:23 147:25 148:2 175:13	allowance 97:6	appealed 43:10	arbitrator 8:10 9:19 10:18,21,25 11:4,7 12:6 31:13,17, 19 39:13,16,19 46:12 48:10,16,20,22,24 49:3,6,10,12 58:18 61:6,8,11,14,17 62:13, 16 63:4 66:25 67:3,6, 24 73:13,18 74:1,4,8, 12 82:17 86:24 91:9, 13,20,23 92:3,5,8,14 94:12,16,19,21 95:14, 16,21 98:20,22,25 99:4 102:2,5,13,17,20 103:24 104:4,9,21,23 105:2,24 106:1 108:9, 11,14,21 109:5,8,10 116:22 118:2,7,9 120:1,5,8 123:22 125:4 126:4,8,10 127:2,4 128:1,5,8,9,12 131:15,21 132:1,17, 19,22,24 133:3,8,20, 24 134:1,3,6,9,15,21, 24 135:6 136:21,24
airports 36:11,16	allowed 51:25 71:21 96:23 107:15 121:17 129:11	appears 51:12	
Airways 50:13	altogether 122:2	appendix 51:17	
Albuquerque 160:16 170:13 173:19, 20	amendable 110:12	apples 162:6	
Alex 85:22 86:2	amended 58:1	applicability 16:20	
allegation 34:13 88:13	Ana 142:5	applicable 8:16 10:4 16:11 19:14 20:16 22:13 87:14	
		application 16:13 21:14 164:3	
		applied 16:4 71:11,12 161:12 164:12	
		applies 93:4,16 111:25 168:4	
		apply 24:14 32:20 33:15 38:21 40:18 41:24 43:9 45:22 71:9 81:13,	



137:4,7,14,22 138:1,5,7,11,16,23 139:3,5,8,11,18,21,24 140:4,6,8 151:2 154:22,25 155:4 160:3 162:14 164:21,25 165:4 167:18 168:18,20,23 169:1,5,10,12,19,23 171:10,13,15,18,22 172:5,8 176:18,22,24 177:3,8,10,14 area 57:6 159:11,14 argue 73:25 138:2 argued 42:10 137:18 argues 46:4 arguing 43:9 argument 25:8 41:5 42:13 44:24 46:8,11,15 48:17 arguments 44:4 Arizona 34:15 44:18,19,21 arose 24:21 articulate 62:19 asks 102:8 asserted 13:19 43:13 135:1 asserting 176:16 assertion 38:23 asserts 41:17 47:24 98:4	assign 18:12,17 21:24 32:19 33:7 45:6 122:9 assigned 34:14 41:19 42:2 65:13 81:25 98:7 101:8 106:9 107:2,5 121:10,23 122:19 124:15,18 130:1 assignment 16:25 18:11,16 19:6 21:16 22:1 25:10 26:13 33:12 64:22 65:1,4 80:17 114:2 122:10 142:3,4 144:16 154:18 assignments 47:11 110:18 assistance 17:10 assistant 146:9,15 assume 49:4 62:22 85:1 92:5 99:8,20 145:18 160:12 172:1 assumed 154:12 assuming 131:16 assumption 55:18 attach 136:5 attached 17:25 132:4 133:4 136:12 137:18 156:6 attachment 136:8 attachments 135:25 attempt 145:4 175:7	attendants 28:10 145:15 152:5 160:20 attention 129:22 audience 56:14 August 11:20 51:2 97:22 110:10 authenticity 137:5 138:2 availability 16:24 25:23 64:13 avenue 151:1,20 average 111:15 avoid 21:25 40:11,15 44:8,12 avoiding 36:24 award 46:11 awarded 77:12 awarding 106:14 aware 18:11 19:12 48:7 55:3 112:23 123:17 124:25 B B.3 77:23 b.i 71:23 babysitting 66:14 72:25 82:2	back 13:16 16:1 22:21 24:10 27:6,7 28:16 34:16,21 35:12 36:2 39:11,23 40:8 44:21 45:18 46:1 57:21 64:10 67:6 71:16 76:2,19 78:2,14 81:7 90:5,16 94:16 96:16 99:6 102:9 103:15,25 109:5 111:12 134:25 139:1,11 142:5,21 143:12,13,15 145:2 146:23 147:8,9,25 148:2 149:9,13,16 152:23 153:2 154:13 155:4 157:10 161:2,9 162:3 164:25 165:15 166:25 169:5,13,14,20 170:4,10,11 171:3 173:11,15 174:12 back-and-forth 89:22 backing 27:12 backwards 60:17 bad 43:4 bag 146:23 148:1 ball 169:6 bargain 72:3 bargaining 8:16 11:11,17,20,24 12:5,10,20,22 13:2,21 15:8 16:6,10 17:4 23:25 24:10 30:14 33:23 50:19 51:8 53:14 63:9 64:21 73:20,22 95:10 96:2,5 102:22 110:7 111:25 125:20 141:7 148:11
---	--	--	---



base 26:22 39:11 45:1 71:18 based 15:2 51:18 53:19 87:7 106:7 126:9 165:9 bases 59:12 basic 12:9 basically 16:25 17:5 24:5 29:18 59:1 80:21 basis 26:9 34:13 176:6 Bated 86:25 Bates 39:21 40:2 62:17,22 63:3 66:7 67:21 75:15 86:24 91:18 95:3 134:9,11 Bates-stamped 63:2 67:20 74:23 83:15 87:2 92:13 bears 37:14 began 47:16 begin 99:18 102:10 beginning 27:5,7 behalf 85:14 148:18 160:8 belief 99:13 believed 25:19 41:24 146:25 benefit 169:17	benefits 113:7 Berger 60:14 bet 169:2,10 bid 16:14,15,16 17:18 63:16 65:8 70:5 88:8 bidding 106:13 biggest 85:10 Bill 117:9 Bingo 172:19 176:18 birth 56:21 bit 57:22 117:19 159:5 black 147:1 blizzard 173:13 blocked 29:21 board 9:1,7,11,17 10:9 11:8 13:14,22 14:10 15:7,9 16:8 17:25 20:21,24 23:6 29:15,16 32:14 34:6,8 35:9 48:11 98:24 99:2 101:10,13, 15,20,23 102:8 104:1, 2,3,24,25 108:11,12, 13 126:1 127:9 132:11 133:22 134:11,17,18 139:20,23 150:2 168:22,25 169:8,11 171:14,17 172:6 176:24 177:1,2 board's	47:20 boarding 151:21 152:2,21 Boise 142:5 book 112:7 114:8 116:7 borne 108:1 bottom 52:25 53:10 68:11 77:6 79:4 87:13 112:10,11 130:8 135:2 149:17 163:6,22 bought 151:20,23 166:18 brackets 76:6 Bravo 15:9,13 22:16 57:20, 24 breach 30:14 break 48:23 64:8 76:9 95:9 96:20 108:20 138:15 139:2 breakdown 76:16 165:10 breaks 71:14 139:1 briefly 25:5 163:5 bring 18:4 96:15 173:15 brings 46:4 broad 40:18 41:1 46:14 Broadly 93:22	broke 21:8 broken 25:24 113:10,15 142:20 144:6 Brotherhood 49:25 83:17 85:3,6 brought 63:14 129:22 build 113:14 built 64:13 burden 35:15 burdens 10:3 buried 97:14 business 20:6 36:25 50:14 51:20,24 52:11 134:13 busy 145:25 146:12 152:14 buy 14:24 117:17 150:19 153:10 Buys 29:18 C call 16:25 24:11 64:1 66:13 74:25 99:1,2 101:10,13,15,20,23 104:3,25 106:22 108:13 113:15 116:1 127:9 128:6 132:11 133:22 134:11,18 139:23 140:3 145:15, 22 147:21 148:3,4 156:13 168:23,25 169:6,8,11 171:17
---	--	---	---



172:6 177:2	59:1	ceremony 169:24	chose 33:13
called 28:22 63:12,18 64:22 65:15 73:1 136:18 138:21 145:23 157:10	care 10:23 105:11 138:7 153:8	chain 60:13	chronologically 28:3
calling 147:1	carried 58:15	chairman 110:1 120:22	circumstance 23:19 101:18 104:13
calls 17:9 28:4,13 113:16 145:21 147:23	carrier 51:22	challenging 47:18 48:8	circumstances 33:5 41:1 43:3 45:3 99:13 100:21 106:17 115:23
Cameron 60:14	cars 47:11	chance 151:14,15	cite 161:19
cancel 27:18 30:10 44:11 115:10	carve-out 65:20	change 10:3 19:18 40:17 58:22 70:4 71:19 80:9 128:5 148:6	cited 33:21 125:17
cancel- 168:4	case 8:14,18 9:3,25 11:10, 15 16:13,17 17:14 21:14 22:14 25:1 28:18 31:1,21 32:9,13 35:14 37:25 38:11,22 42:9 43:2 44:2 45:23 46:7,13 47:2,5,9 48:9 81:19 93:21 157:11 167:4 168:3,11 175:18	changed 70:6,12,15 78:8 156:20	cites 34:10
cancellation 21:13 105:7 117:14 119:23 167:5,6,24	cases 12:25 16:9 18:24 23:17 30:25	characterized 9:20 42:11	City 165:21 166:1
cancellations 36:23 37:1 39:1 40:9 168:5,11	CASS 150:19,21,22	Charlie 119:12	claim 47:19 176:2,6
cancelled 18:9 27:19 28:1,4 29:20 30:9 40:3 104:14 105:10 119:16, 18 143:21,25 144:2,16 150:16 153:21 166:14	CBA 32:1,9,17,20 35:23 37:6,15,24 38:1 43:13 46:21 47:5,12,14,15 48:4,12 52:13 67:15 68:4,17,18 77:18,21 78:22 82:25 87:14,19 88:11 89:6,10 106:8 146:22 147:7 148:1 159:1	charter 122:13 123:3	claims 24:13 122:4 175:23
Cape 141:2,4,5	CBA's 47:15	charters 124:14	clarification 99:5
captain 11:9 14:3,24 16:6,17 17:8,11,21 19:11,25 20:17,18 21:1 22:2 23:11,19,23 25:6,9,16 26:19 27:2,21 28:2,9, 14,21 30:18 31:9 50:13 98:23 109:21 114:17,22 116:15 139:25 140:3,18,19 141:21 155:8 165:2 168:21 171:25 177:4	CBA...AND 131:2	chief 15:24 17:2,3,9,10 20:9 21:4,5,9 25:17 28:22, 23 29:1,2,8,12 51:6 54:8 110:1,3 115:22, 24,25 116:1 146:9 147:2 155:24	clarify 56:19 97:15 103:15 133:9 157:10
card	cease 31:4,10 89:6 90:9,23	chiefs 146:16	clarity 44:12
		choice 77:11,15 79:2,5	clean 9:15
		choices 71:24 77:7 78:18	clear 12:17 15:21 38:14 40:18 46:13,25 65:23, 25 81:5 91:5 93:13 95:8,16 96:19 105:18 132:1,6 134:24 137:19 166:24
		choose 37:20 71:22	clearance 29:7
		choosing 59:12	clearer 48:9 106:19



OASIS
REPORTING SERVICES

is now



LEXITASTM

close 102:13 105:4	31:4 32:18 33:7 34:20 37:20 38:7,20 40:22 41:23 42:1 43:1,4,13 45:6,8,17 51:25 53:17 54:4 55:12,18 56:10, 11,18,24 57:8 58:8,21 59:1,3,11,22 62:7 64:3,6,7 65:18,21 67:22 71:4,21 72:13 73:12 74:2 75:1,2,3,5, 6 78:22 81:7,22 82:4, 6,15,18,24 83:24 84:1 86:9 88:3,13 89:10,20, 22 90:8,16,20,23 91:3 92:16 96:9 97:10 104:19 109:20 114:1,5 121:15 122:8 127:20 129:16 133:18 136:4, 16 140:20 150:18 154:4 155:10 156:18 159:13 160:2,4,19 161:11 162:2,11,17 164:10 172:5	32:8 161:5 162:5 167:13	94:11
closely 23:7		completing 36:19	confirm 16:2 46:17 47:2
closest 162:24		compliance 11:16 13:11 31:6 89:6	confirms 44:1
Coast 56:9,11		complicate 131:9	conflated 90:3
Cockpit 151:2		comply 23:21	confronted 21:10
codified 52:11		complying 89:10	confused 173:15
collective 8:16 11:11,16,19,24 12:5,10,20,22 13:2,21 15:8 16:6,10 17:3 23:25 24:9 30:14 50:18 51:7 53:14 63:8 64:21 73:20,22 95:10 96:1,5 110:6 111:24 141:7 148:11	company's 8:20,22 13:17 27:1 43:6,10 44:1 45:4 46:20 47:10,13 59:13 67:21 72:3 81:22 84:14 90:2,3 91:25 128:2 132:12 133:11	component 39:8 59:8 113:24	conjunction 124:12
combination 174:20		comport 54:22	connection 8:14 33:22 125:19
combine 20:20 32:11,12		composite 12:15 16:15 63:16 110:19	considered 32:10
comments 126:9 149:4		compound 126:2	consistent 57:13
commercial 116:3	comparing 68:23	computer 150:25	conspicuously 33:13 34:11
committee 56:9,10 110:2	comparison 68:19	computers 159:25	constitute 135:4
Communication 143:24	compensation 13:3 37:11	conceded 32:9	contact 56:17 115:25
comp 72:1	compensatory 37:12,19	concept 79:12 81:1 99:6 157:24	contacts 115:24
company 9:19,25 12:3,4 13:12 14:14,17 15:1,2,7,15, 25 17:7 18:5,15,22 19:19,24 20:5,20,23 21:18,25 22:24 23:2, 20 24:13 25:3,7,15,21 29:9,16,24 30:5,13	complete 34:23 35:13,25 39:24 73:23 96:15 101:8 133:13 167:2	concern 32:7 34:7 38:25 39:1 52:13 59:13,22 100:24 121:5,7 124:11	contained 16:7 46:17 63:13 131:1
	completed 51:8 62:5 102:14 175:10	conclusion 40:22	contend 24:1 45:17
	completely	condition 131:1	contends 15:1
		conditionally 10:8 118:4	contention 48:2
		confer	context 33:10 40:22,23 71:1 72:3 89:21 90:11 108:4 113:1



OASIS
REPORTING SERVICES

is now



LEXITASTM

continued 38:2 82:13,24 86:14 160:22 continuing 37:23 contract 11:13,14 12:8,25 15:19,25 16:3 20:14 22:10 24:3,11 35:14 37:22 51:4,6 52:12 53:20 55:6,8 56:4,20 58:10 59:4 61:25 64:25 65:2,23 66:21 70:2,17 73:6 79:14 85:7 107:7 110:11 115:7 116:2 121:12,14 145:3,19 147:3 148:7 contractors 36:13 contracts 50:5 contractual 175:23 control 25:9 43:21 45:4 55:12 56:24 57:2,8,16 81:23 82:4,6 90:17,20 143:24 167:11 controversy 136:24 convenience 11:1 94:17 conversation 69:18 72:9 conversations 66:13 convert 96:12 copied 97:22 copies 9:6,8 127:11,12 146:22	copy 8:16,22,24 9:16 67:18 126:17 127:9 132:9 147:12 153:16 157:1,4 core 52:10 Corey 60:14 corner 162:25 corollary 10:10 corporate 146:13,16 correct 10:17 21:5 44:2 51:8, 9,16 53:14 60:4,5 64:16 66:21,22 68:4,9 69:11,13,16 70:18,21, 25 73:4 75:23 76:3,22 78:23 79:3,10 82:5,22, 23 83:2 85:3,4,7 87:21 88:16 89:1,19 91:6,7 93:6,9 96:11 98:1,15, 16,17 107:3 110:5,7, 11 111:19 112:20 114:14 115:18 116:15, 16 117:5 118:8,20 119:11,13 120:19 123:12,13,16 124:21, 24 127:16 130:12,15, 16 131:18 135:5,11, 12,14,15 137:3 141:18 153:23 156:21 157:3 160:17,21 161:10,12 162:1 163:15 164:9 166:22 167:1,6,25 170:14 172:18,23 173:7,21 174:7,16 176:14 correlates 79:7 80:15 correspondence 41:4 cost	57:4 165:23 costs 51:24 council 120:21 counsel 10:14 41:10 69:1 86:20 91:6 95:1,5 96:4 97:16 102:9 104:1 126:16 128:1 131:4,11 137:8,20 155:9 156:10 165:9 166:20 169:9 171:19 counsel's 94:16 139:12 164:25 counter 151:21 counts 65:20 couple 16:22 57:19 61:20 63:7 97:15 103:19 122:5 123:5,11 158:15 165:8 169:13 172:20 court 15:6 49:21 88:24 169:6 covenant 131:1 cover 13:2,21 18:15 21:19 113:9,10 122:1 168:11 171:20 covered 26:14 27:10 40:20 41:7 43:7 44:16 59:8 76:20,25 123:11 covering 64:5 covers 11:20 crafted 100:24	created 73:9 74:19 75:20 creating 146:19 credit 76:3 crew 17:15 18:12 27:25 28:4,9,13 36:5,10,18 39:8 44:9 65:11 78:11 116:1 143:24 144:22 148:3,4,17,23 153:5 crisis 65:7 criteria 63:20 65:9 critical 35:19 36:23 171:25 cross 66:25 98:20 104:21 154:22 167:18 169:21 176:22 CROSS-EXAMINATION 67:8 155:6 cross-reference 92:11 crucial 131:8 crux 25:1 175:17 crystal 105:18 current 48:12 49:24 109:17 110:4 customers 37:2 cut-and-pasted 72:8 CX4 172:6
---	--	---	---



D dark 165:16 date 48:12 50:25 110:9 dated 8:21 Dawn 10:19 day 8:1 14:23 17:17,18 18:8,9,13 22:18,22 23:13,16 24:20,23,24, 25 27:6,21 28:7,16 29:6,21 30:7,17,19 31:7 32:19,24,25 33:7 34:16 36:3 37:12,19 38:18 39:11,24 41:20, 21 42:3,4 43:15 44:7, 15,22 45:6,7,8,11,12, 15,20 46:2 51:23 59:11,14 63:19 69:11, 15 72:1,6 76:6 77:7,12 78:18 79:18,19,20 80:10 86:4,14,16 89:14,15 98:8 106:17 109:1 111:14,18,19 112:20 113:2 115:11 121:10,11,13,16,23 122:2,7,8,9,10,11 123:6,7 124:17 128:25 129:10,12,18 130:1,12 142:2,3,5,6,13,14 144:17,23,24 145:1 152:8,9,11,14 153:11 154:6,11,16,18 155:16,20 161:6,7,15 162:3 163:25 164:7,11 165:12,14,15 166:12 170:22 171:4 173:1,2, 12,14,22 174:14,19,24 175:22 176:13,15 177:6 day-off 78:11	days 14:4,5,14,17 18:20 24:18 26:4 30:4 32:17, 18,20 33:2,3,14 37:18 46:6 63:22 64:15 87:24 88:4,7 110:22 121:8,17,19,20,21 129:12,17 159:12 de 58:19 deadhead 17:23 18:2 47:11 deadheaded 39:23 deadlines 47:16 deal 23:18 59:6 deals 15:10 136:25 dealt 18:7 23:17 60:3 decades 37:3 decide 13:14 decided 25:17 117:10 143:20 158:2,3 decision 17:24 23:21 115:20 117:17 119:3,5 decisional 9:3 decisions 12:13,14,24 16:1 73:20 109:25 deck 150:24 deemed 9:5 defenses	9:20,21,23 defer 59:5 71:16 deferral 142:15 defined 17:15 19:17 21:15 70:16 95:6 definition 20:1,8 46:10 definitions 16:10 17:17 19:6 degree 149:22 168:9 delay 15:16 23:12 33:8 34:17 35:11 38:25 40:7 42:14,17 43:16 44:20 58:16,19 60:22, 23 68:14 69:10 71:3, 12 72:5,9,11 79:18 80:9 81:3,9,24 82:12 83:9 90:10,24 95:7 99:12 100:5,6,9,12 101:3 115:10 123:1 167:4,6,8,23 168:8 delayed 18:8,9 22:18,20 27:9 87:24 99:25 123:5,6 173:10 174:10 delaying 36:20 81:11 delays 15:10,11 28:19 33:4,9, 16 36:22,23,25 37:8 38:8 39:2 47:5 59:4 100:25 168:4 deleted 71:22 delisted 150:4 demonstrates 41:4	denial 98:14 denied 48:15 130:14 164:2,11 deny 152:21 denying 98:16 departed 44:18 depend 99:17 deplane 143:19 deplaned 144:12 descent 160:14 designate 71:24,25 designated 17:4 20:5 desist 31:4,10 89:6 90:9,23 destination 28:17 34:22 35:12 39:23 40:14,20 44:7, 15 155:20 detailed 28:1,3 103:11 156:7 details 154:15 determine 9:2 determining 9:21 difference 18:1 37:15 70:19 differences 68:20,24 69:1,3
---	---	--	---



OASIS
REPORTING SERVICES

is now



LEXITASTM

difficult 152:15 168:12 digitally 127:7 diminished 58:19 direct 16:13 49:14 77:17 79:14 86:20 104:5 108:9 109:12 117:1 131:5 140:10 168:18 171:11 176:20 directed 32:24 34:20 39:10 44:14,21 directing 35:10 direction 45:25 directions 34:24 directly 19:11 38:13 79:7 80:15 124:19 director 41:8 disagreed 41:24 disciplinary 30:9 discipline 30:5 116:19 154:7 disciplined 117:16 disclosure 46:17 128:2 136:16 disclosures 31:24 32:4,16 33:18 34:5 47:23 67:21 74:23 126:14,16 127:19 disconnect	168:7 discovered 82:7 discuss 46:16,23 89:25 141:9 discussed 15:23 47:9 54:12 55:21 57:21 69:20,22 78:7 90:2 93:7 119:18, 20 130:4 discussing 46:21 60:15 91:25 93:2 163:19 discussion 13:7 52:2 56:23 58:4 59:10,24 65:14 95:23 97:4 112:23 117:8,19 119:14 121:3 122:23 129:1,13,24 134:22 146:17 149:2 discussions 11:25 53:22 54:1,9 58:7 65:17 96:9 120:25 dispute 17:6,8 47:2 93:16 137:4 138:1 disputes 35:6 40:12,15 44:8,12 disputing 15:6 disregard 122:2 diverted 170:12 division 50:4 document 41:13 51:13 60:12,18, 20 61:1,24 62:2 67:20 73:11,23 74:22 75:9, 16,17 83:13,15,17 84:18,23 85:5 86:22 91:24 95:3 97:19,21	119:25 120:19 125:16 126:17,20,22 130:6 131:12 133:13 135:14, 16 136:12 137:1,10 159:24 documents 13:1 14:8 31:24 32:17 46:16 62:25 63:1 91:16 92:7 154:4 domicile 17:19,21 19:9,10,15 20:6 22:8,9 24:20,23 34:15 41:18,19 42:2,3, 15,16 45:5 46:1 69:16 86:3,10 98:5,8 99:18, 20 105:7,8 121:24 128:24 129:10 142:7,9 162:3 door 175:12 double 22:2 doubt 41:5 dozens 47:24 drafts 62:9 drive 47:10 dropped 79:12 due 15:10 24:16 33:8 35:11 38:16 40:3,16 43:16 99:11,22 128:23 158:7 164:2 174:10 duly 49:12 109:10 140:8 Dustin 127:8 dutied 161:2	duties 50:1 54:7 60:1 109:19, 24 140:17 duty 11:17 13:5 17:18 18:13 19:6,8,19 22:23 63:17,18 65:21 69:15 80:16 86:16,17 87:25 89:16 93:1,5,18 96:17, 20,21 100:5,9,11 101:3 123:4 124:18 154:11 160:25 161:1 170:22 171:6,7 174:23 E E-C-A-M 143:1 E.1 68:22 70:12 earlier 26:12 80:25 111:8 125:16 149:24 155:11 163:3 174:14 earliest 48:1 early 142:14 165:13 easier 61:12 78:3 92:10 136:21 east 56:8,11 easy 39:16 ECAM 143:2 Echo 20:12 66:9 95:6,23 education 99:5 effect 12:19 13:1 38:1 47:5, 14 48:5 53:16 83:11
---	---	---	--



OASIS
REPORTING SERVICES

is now



LEXITASTM

141:7 175:23	enclosures 84:5 91:19	145:24 146:13,14 147:22 148:6,10,13 151:14 153:2 156:13, 17 157:6,7,10	examined 49:13 109:11 140:9
effective 48:12 50:25 110:9 159:1	end 9:24 21:6 24:15 44:15 132:2 142:6 148:21 155:20 176:10	essential 36:14 42:13	examples 39:5 123:11
effectively 37:15 70:24 131:8	ended 142:20	essentially 17:10 60:23 72:4 101:5 124:14 143:6 144:25 149:3	excellent 10:19
efficiencies 51:25	ending 34:15	estimate 99:23 158:18,20	exception 33:14 45:18
effort 29:11	ends 134:9	Estimating 159:5	excerpt 147:7 148:1
elaborate 175:4	enforce 33:24 34:2 125:21	evening 174:2,3	exchanged 62:6
electronic 92:9	engaged 74:16	event 16:18 32:8 46:9 119:8 138:24 149:20 173:6	excluded 51:24
electronically 127:4,6	engine 143:13	events 14:2 16:18 17:20 32:23 46:6 118:25 119:1 141:16	excluding 125:20
eliminated 83:1	engines 36:17	eventually 145:24	excuse 15:6 23:22 50:24 120:18 131:18 164:17
Elkouri 35:3	ensure 58:12	everybody's 10:2 28:14	executive 120:21
email 60:13 102:25 124:3,9 129:16	ensures 36:6	evidence 8:9 14:8 38:10 45:24 48:20 61:10 62:15 74:3 82:19 92:17 118:11 120:10 123:24 125:6 131:17,23 138:14	exercise 26:19
emails 46:19,22 47:1 56:19 103:3	entail 110:16	ex- 85:15	exercised 26:18
emergency 152:19 160:13	entered 9:16 12:8 15:19 33:2 38:12	exact 41:5,15 43:1 44:4 65:9 66:7	exhibit 8:15 14:8,20 30:15 33:19 50:19 51:10 55:24 60:7,9 61:4,9, 20,21 62:11,14 67:22 73:12 74:2,24 75:6 82:15,18 83:24 84:1,8, 14,23 86:22 88:20 91:4,19,24,25 92:16 97:18 114:11 116:9 118:10,16 120:9,13,15 123:19,23 124:2,5,19 125:2,5,9,11 126:3,11, 19 128:13 131:17,19, 20,22 132:2,3,8,13,14, 18 133:6,20,24 134:2 135:4,9,17,21 136:15, 17,19,20 138:12 141:12 149:9,10
emphasis 42:9	entering 136:4	EXAMINATION 49:14 94:22 99:3 104:6 105:1 109:12 140:10 165:6 171:21	
employee 36:15	entire 22:5 28:9 73:15,17 91:11,12,16 144:17		
employees 33:23 125:20	entirety 48:15 62:1		
employer 49:24 50:12 109:17 140:15 163:25	entitled 23:15 25:19 176:15		
empty 39:10	entry 8:12		
enclosure 84:16	Ernie		



OASIS
REPORTING SERVICES

is now



LEXITASTM

153:13,22 160:2,4 162:23 166:21	83:12 93:13 105:17 107:4	fail 10:14	figure 55:14 172:9,11
exhibits 8:7,13,15 9:14,16 10:7 12:3,11,14 13:12 16:2 18:1,6 30:8 102:24 108:18 133:5	express 11:16 24:3 125:21	Fair 103:5	figured 152:16
exist 68:24 113:14 168:16	expressly 32:11,20 33:20 45:24	fairly 143:19 156:6	file 47:18 83:8 85:14
existed 67:14 137:10	extended 11:13,21 110:11	Falls 159:13	filed 13:24 14:4,21 20:19 21:2 26:10 30:23 31:8 46:6,8 47:19 48:3,13 83:2 115:18 128:22 141:20 159:8,10,14 160:8 166:22
existence 64:18	extending 80:16	familiar 16:23 18:23 20:12 21:11,12 50:18 52:15 53:19 85:1 93:20 110:6 114:14,21 141:6,8 157:24	files 103:1
existential 65:7	extension 22:14	FAQ 24:12 42:22 45:9 56:21 57:12 61:2 66:13 103:13 146:22 147:15	filing 14:2,6 159:20
existing 22:15 23:12	extensions 22:12	FAQS 24:11 42:22 51:17 56:1 60:19 61:25 81:7 102:25 104:19 147:7, 8,9	fill 64:5
expanding 75:21	Extensively 55:22	FARS 170:18	final 9:16 11:25 13:1 16:5 44:23 51:10 55:10 57:12 61:2 68:4
expands 79:11	extent 82:22,23	faster 139:7	finalizing 46:22
experience 50:10	extremely 146:25	fatigues 113:16	finally 18:20 29:17,22 57:1 61:2 86:16 113:25
experienced 34:17 44:20 86:8	eyes 158:10	FDP 80:17 81:24	find 28:23 39:16 47:7 69:6 103:25 143:22 150:17
experiences 35:18	F	February 8:21 14:19 33:2	finds 29:13
expire 110:13	FAA 167:9	feel 169:16	fine 11:4 61:8,17 62:13,18 63:4 74:1 82:17 92:3, 8,14 103:22 107:23 120:8 123:22 125:4 126:8 131:14 133:8 137:22 138:6 139:5,8 169:19,22 171:18 172:19 175:17,20 177:10
expiring 152:17	face 38:14	ferry 28:6 40:16	
explain 65:4 68:24 69:2 79:17 148:5	facility 20:5	fewer 88:6	
explained 18:3 35:3 41:16 43:18	fact 9:22 12:19 40:25 46:24 74:8 84:8 130:4 171:24	Fifteen 140:20	
explains 38:15	factor 176:10		
explicit 34:9	facts 15:5 38:6 46:12 87:7 93:20 175:3		
explicitly	factually 95:18		



finish 21:7,8	161:2 165:11 166:1, 15,16,24 171:3,23	foremost 113:13	G
finished 36:3	flight's 99:11	forget 10:20 150:22	Gansen 41:8,13,16 42:7,19 43:8
Fishburn 117:9	flights 15:10 18:8,25 19:4 27:9 28:6 29:14 57:7 64:15 111:9,11 113:15 115:14 119:16 122:13 123:3 144:1 150:5,7, 13 165:18,19,20,23	formal 154:17	Gansen's 42:25 129:22
fit 59:15 80:20		forward 14:10 18:10 38:20 44:13 117:12	gate 27:14 142:21,23 143:15 150:16
Five-and-a-half-hour 111:16		found 47:7,12 48:10 143:25 150:3	Gateway 142:9 150:10 166:25
fix 27:23 143:8 144:8	flip 89:2 169:20	four-hour 145:13	gave 56:20 71:23 105:5
fix-it 59:6	fly 26:21 27:15,21 28:15, 24 29:21 34:21 35:12 36:2 39:10 44:21 46:1 86:2 100:16 101:4 122:11 142:22 144:4 150:24 152:25 154:13 157:11,24 167:12 170:8 175:24	four-leg 142:4	general 41:10 93:23 103:9
fixed 27:11 55:8 144:7 147:2 151:15		fourth 77:6 117:3	generally 75:12 93:24 101:2 103:4
flew 30:12 40:8 50:11 161:9 173:19		Frank 21:13	generated 60:18
flexibility 121:15	flying 16:19 30:20 50:11 54:22 63:14 95:9 99:8 110:16 113:19 151:13 176:12	frankly 66:12 80:10 90:13	generating 60:20
flies 71:16		free 17:18 59:1 87:25 89:16 123:4	give 59:11 72:5 88:3 93:20 127:24 154:15 158:18
flight 18:16 21:8,18 22:15, 18,19 23:12 26:14,15, 23 27:18,19,20 28:1,4, 10,11,12 29:14,20 30:6,11 40:3,16,17 44:8,9 45:19 57:9,10, 16 59:8 65:20 71:12 75:20,21 76:2 77:12 79:6 96:17,20 100:5,9, 11 101:3,8 104:13 105:6,10 111:15 113:10 114:3 115:10 116:3 117:4 119:18 121:25 122:11 129:9 130:1 141:23 142:4,13 143:23 144:1,5 145:2, 9,15 149:25 150:2,4, 24 152:5,7 153:24 157:14 160:13,20	focus 24:6 58:6	frequently 10:14 24:14 25:3 34:25 42:8,18 158:11	giving 46:6 89:13 157:17
	fog 11:3	front 50:20 56:2 60:6 68:18 77:21 91:13 94:25 97:12 114:8 116:7 126:18 135:8 141:10 149:14 162:24 163:1 166:21	Glass 54:6,7
	Fogelsanger 145:23 146:4	fruition 99:24	glasses 11:3
	follow 104:8 105:3 172:20	full 49:16 109:14 140:12	god 55:14
	follow-up 101:25 102:9	future 33:22 36:22 125:19	gold 121:8,11,17 124:17
	force 55:13 114:2		gold-day 124:17,20
	forced 8:3 112:3 160:25 161:3 171:1		golden 32:17,18,20,25 33:1,3, 14 121:10,21,23
	forecasted 100:16		



OASIS
REPORTING SERVICES

is now



LEXITASTM

122:2,7,8,9,10,11 good 8:11 11:7 31:17,18,19 48:22 49:6 61:13 62:19 67:11 74:14 108:11 132:5 138:4,10 155:8 176:25 177:1,3, 13 govern 45:25 governed 33:9 38:19 42:4 government 50:6 grab 100:1 145:14 Graff 60:14 grant 78:22 163:25 granted 164:6 gray 159:11,14 Great 128:4,11 Greg 52:23 69:5 107:21 Gregory 49:11,18 grievance 8:2,18,19,21 11:15 13:10,21,25 14:3,4,6, 9,10,12,15,16,19,21, 25 15:1 16:7,11 17:12, 21 18:6 20:24 21:2 22:25 23:1,3,8,9,10 26:5 28:2 30:25 31:2 33:3,19 34:6,9 35:4,9 38:13 41:11 42:20 43:11,12,20 46:5 47:8, 16,18 48:1,10,13,15 83:2,8,19 84:8,14 85:2 86:1 87:7 90:22 91:17	97:25 109:2 114:8,14 115:18 116:25 117:20 118:23 119:15,20 121:1,6 122:24 126:24 128:22 129:2 133:15, 21 134:8,13 135:10,25 136:6,9 137:1,11 141:10,16,19 156:6 159:8,15,20 160:7,11 161:11 162:8,20 163:4,8,18 164:8 166:21 170:8 171:24 grievances 13:24,25 20:19,21,25 23:7 26:5,9 30:23 31:8 32:3,4,6,13,14 38:23 39:5 40:24 47:24,25 85:14 109:25 132:4 133:4 159:10 163:10 grievant 11:9 39:10 grieve 157:11,25 ground 10:7 94:13 171:20 group 41:10 122:20 124:13 128:22 137:1,11 163:8 grouping 9:13 GSA 33:4,6,11,16 34:3 38:14,24 39:6 40:11, 13,21 41:4,11 43:25 44:22 48:5,12 119:17, 23 121:4 122:16,19 124:13,20 126:1 130:24 132:14 133:12, 14,16 134:18 136:12, 13 guarantee 63:15 70:5,13,16 77:13 guarantees 18:23	guardrails 54:14 guess 60:16 71:22 74:16 76:1 77:5 82:14 99:25 107:11 110:12 168:2 176:3 Gulf 112:5 H haggling 58:20 half 11:23 24:9 48:4 111:16 140:21 158:14, 24,25 hand 36:5 49:7 109:6 140:4 162:25 handed 59:16 handful 121:21 handing 74:22 handle 117:11 handling 115:2 hangover 58:9 happen 27:9 37:9 55:15,16 56:22 60:22 115:23 144:23 154:16 165:11 happened 15:12,17 17:8 28:3 40:1 44:17 115:19 117:6 142:13 143:17 145:1,12 158:11,19 165:10	happening 31:3 59:4 71:3 80:23 115:18 121:22 149:22 happy 176:19 hard 72:3 100:20 115:1 127:9 hate 139:1 Hawaii 141:2 head 63:21 100:8 hear 11:22 15:24 20:8 21:3, 9 23:4 25:6,7 26:2,23 101:10 148:7 heard 31:25 57:22 111:7,20 112:23 hearing 9:5 14:9,11,12,16 117:22 hearings 13:25 heck 28:23 Hegland 53:20 held 47:15 134:22 159:22 hey 21:21 100:19 121:25 hiccup 138:8 hierarchy 59:16 high 65:9 high-level 79:14
--	--	--	---



hinged 38:22 hinges 81:21 hold 53:8 111:1 170:5 holder 32:23 93:11 94:3 99:9 105:8 107:1 112:4 141:24,25 142:1 holders 106:8,25 108:3 holds 42:1 holes 61:15 home 14:24 17:22 21:6 24:24 25:2,13,18 26:16 27:7 28:5,12,14 29:3,4,6,13,14,16,18, 19,23 30:19 31:11 45:8,12,18 46:1 52:3,8 55:17,19 57:6,17 59:2, 7 64:9 81:23 82:1 86:3 98:12 104:19 105:17 111:14 112:24 113:3,7 114:23 115:2,12,15,21 116:3,4 117:17 129:25 142:6 144:5 145:4,5,7, 10,15 152:4,6,7 154:8 158:3 159:16 162:18 166:5 167:15 170:24 hoping 170:5 horizon 64:6 host 103:7 hotel 51:24 71:22 96:18 150:6 154:14 175:13 hour 101:1 153:21	hours 13:4 21:21 28:11 40:8 58:20 95:9 99:23 111:16 144:3 152:14 175:12 hundreds 46:24 Hyphen 89:8 hypothetical 75:19,22 76:1,5,15 79:10 81:17 I IBT 24:11 53:3 109:22 120:13 IBT's 116:20 IBT-106 53:10 IBT-107 112:9 IBT-117 66:8 IBT-195 55:24 IBT-2 114:18 IBT-290 124:3 IBT-303 125:9 IBT-88 58:2 69:4 IBT-93 52:25 idea 30:1 157:12 identical 47:6 70:24	identification 8:8 60:10 61:22 67:23 75:7 84:2 114:12 116:10 118:17 120:16 124:6 125:12 128:14 138:13 160:5 identified 126:19 127:19 135:9 141:11 identifies 84:9 identify 62:17 63:3 ignore 24:3 ignores 46:10 immediately 10:12 44:25 47:18 83:10 impetus 55:9 implementation 12:25 implicates 103:7 important 12:2 13:7 16:12,22 17:2,16,23 18:13,17, 25 19:5 20:1 21:23 25:20 36:4 40:10 41:15 43:25 58:17 59:2 72:19,21,22 80:6 89:25 importantly 26:11 33:6 36:9 In- 53:18 inadvertently 122:10 incident 26:8	incidents 163:9 inclement 36:7 include 12:13 33:18 110:18, 21,24 132:3 included 12:11 46:19 134:7 137:1 includes 132:14 133:12 including 34:4 79:11 103:1 133:4 134:18 incorporated 37:14 68:3,17 95:9 incredibly 81:5 indefinitely 143:14 India 59:19 Indianapolis 160:13,22 161:4 166:25 170:9,15 172:22 173:11,20 174:3 175:1 Indicating 49:21 indisputably 48:7 individual 129:4 industry 65:11 information 12:12 18:1 176:4 infringe 175:8 infringed-upon 89:15
--	---	---	---



infringement 88:5	68:8	8:23,25 9:2 10:5 13:13 15:11 21:10 31:23 32:8 34:7 36:9 39:12 72:19 86:15 103:7	39:4
infringes 69:10	interrupting 39:14		July 11:21 14:3,4 27:3 34:13 93:25 117:4 141:16,22 165:11
initial 11:19 80:16	introducing 126:1	item 59:6 65:24 71:16 126:13	jump 73:10
initially 27:25 60:16 96:16 145:6 152:12,19	inverse 65:12	items 9:13 18:3 103:10	jumped 43:18 70:10
inserted 24:10	investigatory 116:18 166:9	iterations 60:21 61:1 103:13	jumping 131:7
inserting 69:18 70:2	involuntarily 18:12 112:17	itineraries 40:9,17	June 86:2,4,9,14 133:12
instance 76:19 88:15 114:22 117:1	involuntary 19:18	itinerary 39:3	junior 18:11,16,17 21:16,24 22:1 26:13 64:22,25 65:4 114:1
instances 56:22	involve 40:9,24,25	J	jurisdiction 32:15 47:21
instructed 99:14	involved 23:12 39:12 82:13,21 123:14 129:15	Jaffe 10:6 11:7 12:6	justify 156:19
instructions 27:25	involves 11:10,15	Jaffe's 104:9	JX2 172:4
integral 52:4	involving 33:23 125:19	jail 58:25	K
intended 33:15 40:11,15,18 44:4,8 130:24	irrelevant 34:3	Jeff 145:23	keeping 25:25 42:14 67:19
intent 64:11 79:17	Island 141:2	Jerry 54:6,7	key 15:18
interesting 27:16	isolated 26:7	job 21:7	kick 58:24
international 49:25 50:4 83:17 85:2, 6	issue 13:9,11,14 14:7 20:19 26:25 28:20 35:6,19 36:7 38:14,17 39:7,22 40:4 42:20 43:20 44:24 47:25 48:1 72:21,22 80:5 85:15, 16 99:15 100:4 117:12 121:5 126:2 128:23 134:20 143:3 158:7 170:12 175:15,21	joint 8:7,13,15,18,20,22,24 14:8,20 30:15 128:7, 10,13 131:17,19,20,22 132:22 135:4,9 136:19,20 138:12 141:11 149:10 162:23	kill 144:4
interpret 12:21 130:25 131:2	issued 110:24	Joseph 98:23,24 104:2,24 108:12 134:17 139:20 168:21,22 171:14 177:1	kind 20:16 21:1 50:7,10 51:20 52:10 54:7,15, 16,20,23 65:5 71:3 72:10 79:13 113:4 146:19 151:14 155:12 167:11 173:4
interpretation 35:14 73:21	issues	jotted	kinds 16:14 122:3
interpreted 18:3 79:15			
interrupt			

knew 47:3,13 117:9 143:19	10:6	level 65:9	101:3,15
knowledge 51:18 64:20 119:3,10 135:24 166:8	late 24:22 48:13 50:11 166:16 170:16 172:24 173:22,23 174:2	life 61:12	looked 141:14 146:24
Kopp 85:22 86:2	late-night 59:7	lightning 40:4	loop 102:14 105:4
L	launch 121:25	likelihood 30:3	loses 37:1
labeled 132:20	lead 46:20	limited 35:5 161:1	lot 32:1 52:11 59:3 121:3, 15
labor 10:14 41:9	leading 39:22 95:12,17	lines 16:15 32:21 63:9,12, 13,17,23,25 64:2,17 110:15,16,17,19,24 113:14	lots 144:4 145:5
laches 13:18	learned 58:11	list 13:12 62:18 84:5 91:19	lounge 100:1
laid 31:21 102:24	leave 61:14 103:24 108:17 174:14 176:19	listed 23:2 28:10,12 39:6 149:25 150:15 172:1	love 154:24
Lake 150:9 165:21 166:1	led 14:2 38:23 41:11 86:9 133:16	listen 149:2	lowest 114:3
land 81:12	left 110:19 142:23 170:22 171:19	listing 150:16 151:1	lunch 28:8,12,13 100:1 108:22 145:14 146:24 147:24
landed 160:16	leg 27:8 142:14,17,19,22	loaded 151:17	Lyft 165:21,25
language 15:18,19,20 16:5 19:13 22:11 23:24 24:4 35:5 40:13 41:15 43:17,25 44:3,5 52:15 53:16,23 54:24 55:10 57:23 58:7 64:21 68:5 69:11,16,17 70:4 71:1 79:14 82:4,7 90:17 100:24,25 108:1,2,5 111:24 112:13 126:5 130:19 131:8 147:17	legal 175:24	Local 11:8,12 50:16 82:21 85:8 109:22 110:2	M
large 174:23	legally 101:4,8,16 167:10	locals 50:5	made 12:14 17:8 23:21 36:16 63:16 65:23 68:20 149:4 174:11
largely 68:16 72:2	legs 27:5	located 19:16	magic 10:15
Las 26:21 76:2,19 160:20	lengthened 80:17	location 25:11	main 71:19 113:6
lastly	lengthy 81:24	long 44:13 45:8 64:1,5 140:19 143:18 157:21 158:22	maintain 37:6
	letter 41:9,13 42:10,25 43:8 97:11 116:12,14 133:12	longer 12:18 16:4 36:20	maintained 29:8 133:19
	letterhead 83:18		maintenance 24:16 34:19 36:7,12, 18,19 58:12 59:5,6



OASIS
REPORTING SERVICES

is now



LEXITASTM

66:15 80:12 99:12,15, 22 100:4 143:24 majeure 55:13 majority 32:6 make 12:17 15:20 18:10 20:22 26:20 31:14 41:16 44:23 46:12,13 56:14 89:13 92:6,10, 12 95:7 96:1 97:24 109:25 114:15 126:17 127:10 132:19 136:14, 21 137:19 145:3 152:9 161:2,15 167:10 makes 29:11 48:1 makeup 59:11 making 41:6 44:5 115:20 145:21 manage 50:3 management 15:3 17:4 24:1 65:10 mandatory 47:16 manner 33:21 125:18 March 48:3 160:11 172:2,12 mark 75:4 83:23 137:23 160:1 marked 8:8 9:15 10:7,8,12 60:9 61:21 67:22 75:6 84:1 114:11 116:9 118:16 120:15 124:5 125:11 128:3,13 138:12 160:4	Markel 10:19 31:15,16,18,20 39:15,18,20 48:16 52:23 53:4 55:5 57:23 61:5,7 62:12,24 63:1 67:1,6,9 68:1 69:2,7 73:10,23 74:15 75:2,4, 8,17,18 82:14,20 83:23 84:3,21 86:22 87:1,5 91:3,7,11,15, 22,24 92:4,12,18 94:10,18 95:12 98:21 104:22 105:25 106:3 108:8 118:6,7,8 120:3, 7 123:21 125:3,15 126:20,22 127:1,7,12, 16 128:6,10 131:4,19 132:7,10,12,14,18,21, 23 133:2,6,10,15 134:4,7,14 136:18 137:13 138:6 139:1,4, 6,13 147:12 154:24 155:5,7 160:6 162:16 164:19 165:2 167:19, 21 168:17 169:15,16, 25 170:3 171:9 172:4 176:23 177:9,13 Markel's 62:22 marketing 52:5 markets 52:1 mask 11:3 Massachusetts 141:3 materially 78:7 materials 83:15 matter 9:14 10:5 14:16,22 29:9 33:22 125:19 137:8 153:7 171:2	meaning 69:22 112:1 means 10:13 142:20 143:13 150:23,25 meant 35:25 38:15 72:10,11 79:13 mechanic 30:1 71:15 mechanical 15:11,16 22:17 27:8 28:18 33:4,8,9,15 34:17 35:11,19 36:9 37:8 38:4,8 39:7,12,21 40:4 42:14 43:16 44:20 47:4 60:23 72:24 75:22 80:6 81:3, 23 83:9 86:8,15 90:10, 24 104:11 115:9 mechanicals 174:11,20 175:22 medical 29:7 30:20 152:13,16, 17,24 153:3 160:14 170:12 meeting 30:9,10 116:18 153:17,19 166:9,12 MEMBER 98:24 99:2 101:10,13, 15,20,23 104:2,3,24, 25 108:12,13 127:9 132:11 133:22 134:11, 17,18 139:20,23 168:22,25 169:8,11 171:14,17 172:6 177:1,2 members 11:7 16:9 65:11 104:1 108:11 176:24 memory 145:18 172:11 mention	15:11 79:24 161:22 mentioned 11:19 21:15 22:5 30:23 40:23 67:13 73:8 74:16 91:2 97:17 165:17 167:22 173:8 175:19 mentions 128:22 merits 9:22 35:8 Mesa 34:15,16,22 35:12 44:18,19,21 142:5,9 144:5 145:2 150:10 155:16,20 158:3 160:13 161:9 166:25 170:8 171:3 173:11,19 met 155:9 method 143:5 methodically 23:21 Meyers 46:12 47:7 48:10 Michael 11:8 mid-1990s 12:7 midday 108:22 middle 119:8 145:14 midnight 22:18,20,21 23:13 58:24 123:7 Midwest 53:20 Mike 71:15 86:23 miles
---	---	--	--



OASIS
REPORTING SERVICES

is now



LEXITASTM

175:13	8:11 11:7 31:18,19	negotiated	note
mind	46:1 49:6 67:10,11	15:23 20:10 22:10	8:11 17:23 41:23
136:22 169:20	145:1 165:13 174:6,14	23:1 51:11 63:8,10	44:23
Mine's	177:6	73:5 100:25	notebook
86:25	move	negotiation	50:20 51:10 60:6
minimal	10:15 32:18 61:4	24:1	141:10 153:13
72:10	62:11 69:8 73:11	negotiations	noted
minimis	82:14,15 91:3 118:1,2	11:14 24:8 27:24 38:1	9:7 38:11 43:17,24
58:19	119:24 121:15,19	46:25 47:12 51:3,19	44:3
minimum	123:19 125:1 136:15	54:8,10 55:11 59:22	notes
18:20,22 63:15 70:16	moved	62:3 65:15 72:19	103:1,3,6,11 149:5,9,
71:3 88:6 129:12,17	121:13	110:4	12,19,21 165:10
minute	moves	negotiator	notice
154:19 168:25	14:10	15:24 20:9 51:6 110:1,	12:2 47:1 117:7
minutes	multiple	3	153:16
21:20 67:1 139:3	26:4 52:14 60:21 62:9	negotiators	notification
154:24	63:19	46:21	113:19,20 154:10
misparaphrase		neutral	November
80:4	N	12:14	13:12 15:20 21:16
missed	N.5.	Nevin	22:4 23:22 24:13 25:8,
89:7	112:8	146:14 147:22	14 27:17 31:6 52:16
missing	nail	news	53:2,12 54:2 55:10
72:2 89:21 90:11	173:4 176:19	43:4	147:19
misunderstandings	nailed	Niagara	number
56:20 133:9	139:25	159:13	8:2,12,13 32:16 39:17,
model	name's	night	21 48:13 52:21 53:8
51:24 52:11	155:8	24:22 28:15 40:8 52:3	74:24 77:24 83:20
modifications	named	56:11,19 80:14 112:25	88:7 109:2 114:8
37:21	164:2	113:3,8 154:14 160:24	129:2 141:11
modify	names	nights	numbered
130:25 131:2	135:20	119:9	112:11 163:9
moment	narrow	no-show	numbering
99:20 105:11 136:25	33:4,14	30:6,11 117:3 153:24	61:12
175:24	necessarily	154:2,5	numbers
month	115:17	non-revving	40:17 44:9 62:17
121:14 152:14 172:2,	needed	150:25	
15,16 173:17	18:15 31:7 36:17 64:5	noncompliance	O
months	114:23 153:2 176:5,18	116:2	object
14:20 30:16 48:5	negate	nonreserve	10:10 125:15
158:16 172:1	130:25 131:2	111:25	objection
morning	negotiate	normal	10:9 61:5 62:12 73:13
	24:9	151:1	82:16 91:8 92:5 95:12
			118:4,6,8 120:7



123:21 125:3 131:4 162:12 177:8	82:11	organization's 42:13	119:7 128:24 158:6 159:22 161:3 170:21 173:13
objections 61:6	opening 10:23 31:14,23 45:10 48:17 55:5 57:22	origin 34:22 35:12 39:23 40:14,19 44:7,15 155:16	overnights 71:9
obligation 63:19	operate 44:6 128:24 129:9	origin/destination 128:25	overruled 17:12
obligations 63:25	operated 12:7 171:3	original 34:22 35:12 39:23 44:15 64:13 136:5,9 142:4 150:15	overseeing 50:4
observations 74:4	operating 12:4	originally 27:21 30:12 39:25 45:6 53:20 164:11	P
obvious 22:6	operation 37:2	originating 34:15	p.m. 94:14,15 108:23 109:3 138:18,19 139:9,10 155:2,3 164:23,24 169:3,4 174:12 177:17
occurred 14:3,19 33:16 35:23 38:5 39:9 155:22	operational 38:17 128:23 158:7	out-and-back 51:23	P/u 77:12
occurring 46:24	opined 103:11	out-and-backs 111:10	packet 91:11,12,16 92:2
occurs 38:19	opinion 157:18	out-of-base 31:5	pages 32:4 56:4 84:17,19 91:6 112:11 135:10 136:16 137:24 149:12
October 22:12	opportunities 145:5	out-of-domicile 19:6 41:7 42:5 53:18 54:15 57:13 104:10 108:4 147:17	pagination 52:18
offer 114:1	opportunity 14:14	outlined 36:5 41:13	paid 19:22 22:17,21 23:14 70:13,16 122:15,19,21 123:4
offered 9:14 18:22 33:21 125:18	opposed 18:18 65:22	outstation 35:19 36:1,11 38:3 76:16 159:22	pairing 19:10 24:20
offering 73:16	opposite 26:20 43:4	Outstations 8:3	panel 127:2
officer 28:10,15 166:5,7	option 18:14 26:13 71:24 81:21 113:18 166:2	overnight 18:2,7 20:2 23:16 24:16 25:11 26:22 28:19,20,21,24 34:18 35:2,11 36:1 38:3,16 39:22 42:15 43:15,22 44:6 46:23 47:4 55:4 71:6,9,11 73:2 75:22 76:10,17 80:5,8,14 86:9 111:12 118:25	Panhans 145:24,25 146:8
official 9:5 154:10	options 26:12,18 78:11,19,23 113:11 114:6		paper 92:11
omit 91:1	oranges 162:6		paragraph 20:15 59:18,19 66:9 87:7,22 95:8,23 98:3 117:3 130:8,18 132:16
one-hour 72:5	order 65:12 102:10 103:2		
open 18:24 19:1,4 21:18 26:15 77:12 79:5 111:6 163:1	orderly 102:15		
open-ended	organization 41:17 98:4		



163:6,22 paragraphs 57:25 70:20 85:10 Pardon 126:21 parenthetical 69:14 parking 27:22 144:7,21 part 9:2 14:24 16:21 20:14 23:8,25 24:8 36:17 51:23 56:10 59:14 70:6,11 72:10 74:19 78:7 80:14 100:20 129:3 131:13 133:6, 13,14,17 135:1 137:8, 14 144:9 152:12 164:7 partially 13:17 participate 50:24 51:3 parties 8:12 9:1,3,9,11 11:13 12:19 15:22 20:9,13 23:1,4 24:7,10 32:10 33:2,11 35:7 37:16 38:12 39:6 40:13 41:2 43:19 44:13 45:24 47:9 51:20 55:21 56:6 69:20 70:1 81:4,25 82:11 97:1 107:13 117:21 133:16 parties' 11:25 23:25 35:22 41:3,14 47:15 83:10 parts 30:2 34:18 69:21 80:22 party 22:10 34:1 40:19 pass 63:1 69:19 83:13 138:20 151:22 152:2	passed 167:3 passenger 167:3 passengers 27:19 39:9 44:10 144:13 past 22:20,21 24:2 36:7 38:9 58:23 101:7 103:3 129:20 pay 12:15 18:2,16 19:4 21:12,13,15,16,17,24 22:1,2 23:15 30:25 31:7,10,11 58:24 88:4 89:14 113:20,23 119:8 122:15,16 123:8 144:2 153:11 154:3,5 paying 18:18 PCH 63:19 76:3 111:17 122:22 123:8 124:15 PDT 8:4 109:3 people 82:25 percent 111:11 113:20 perfect 102:16 145:18 177:12 perform 93:1,17 performed 36:18 period 11:20 16:20,24 17:17 20:3 38:5 65:21 80:21 88:8 96:20 100:5,9,11 101:3 110:20,23 111:5,6 122:14 123:4 161:1 170:22 171:6,7, 8 174:23 175:10	periods 25:23 64:13 80:16 96:17 110:25 permanent 17:19 19:15 permitted 46:3 66:20 person 77:4 personally 102:7 persuasion 10:4 Peter 46:12 47:7 phases 115:6 phone 29:2 145:19 147:23 149:21 phones 151:22 physically 57:3 pick 19:4 20:22 21:21 26:15 44:10 79:5 106:16 111:2,4 113:15,24 171:19 177:6 picked 19:1 39:8 59:14 113:25 picture 150:24 piece 52:10 pilot 13:2,3,4 15:15,21 16:17,24 17:3,5,18 18:12,15,17 19:9,15, 21 20:4,19 21:4,5,6,9, 19,24 22:17 25:17,21,	25 26:3,15 27:3 28:22 29:2,9,12 32:19,24 33:5,12 36:16 37:3,9 39:17,22 40:2,8,19 41:17 42:1,14 43:21 44:14 45:1,5,7,8,11, 14,18 50:3,5,7,9,10 55:4 57:7,10,17 58:9, 15 59:14 63:9,11,12 64:9,18 65:6 66:16,17 67:14,18 68:22 71:23 76:5,16,19 78:10 83:8 85:22 86:2 88:4,6 89:14 90:12 93:11 94:3,25 97:2,7 98:4 100:1 104:14 105:6 110:14 111:2 112:2,16 113:9,17 114:2 115:2, 11,12,22,23,24,25 116:1,3 119:7,19 121:8,11,17,20,23,24 122:7 123:15 124:24 140:18 141:1,20 146:9 147:2 155:24 157:21 158:7 161:15 164:2 pilot's 19:18 45:7 59:12 pilots 12:16 17:9,10 19:1,2,3 20:25 21:10,21 23:14 25:22 26:10 28:23 29:1 30:23 31:3,7 32:21 33:7 35:2,24 37:16 38:2,16 43:14 44:6 46:23 47:4,10 52:2,5,8 55:8,19 58:11 60:1 61:3 64:8 65:13, 22 72:19 74:21 80:7 81:2,6 82:25 85:13,18 87:24 89:13 90:9,23 92:25 93:4,9,15,16 96:10,24 106:21 107:9 111:21,25 112:24 113:5,6,14,17,22,24 114:25 115:15,21 118:24 121:12 122:13, 25 129:9,25 130:11 145:16 146:10 150:23 151:13
--	---	---	--



OASIS
REPORTING SERVICES

is now



LEXITASTM

place 14:16 16:18 17:20 26:24 55:7 141:16 153:20 places 52:14 plane 21:8 25:4,12,24 26:4, 5,16,21 27:7,11,12,15, 17,22 28:16 29:16 30:1 64:8,10 66:18 71:14 101:4 113:10 144:3,6,18 151:13,17, 18 152:1 154:13 159:19 Planes 27:9 planned 26:19,24 planning 25:12,16 play 18:20 Plenty 150:8 point 9:15 10:11 12:17 23:6, 9 26:7 34:9 38:13 46:18 47:17,23 55:15 57:4 59:2 71:21 99:13 100:9 101:2,6,7 113:4 151:8,19 152:22 171:16 173:22 174:14 pointing 107:21 points 31:22 79:14 policy 55:3 65:15 popped 142:20 Porter 46:20 54:6 56:17 60:14 103:13	portion 111:13 122:21 174:23 portions 51:16 pose 98:23 99:1 104:23 139:19,22 168:20,24 169:7,8,10,11,13 171:13,15 176:25 posed 35:9 position 17:4,11 18:5 38:11,19 42:11 43:1,6,10,21 44:1 72:4 74:10 76:24 81:17 93:12 98:10,11, 15,16 120:22 156:19 168:3 positions 41:14 50:15 positive 64:19 possibility 165:21 possibly 110:22 post 21:19,23 potential 33:19 Potentially 168:13 PPSK 77:7,12 78:18 practice 15:2 24:2 36:4 37:23 38:2,9 47:1,3,10,14,19 48:7 55:3 59:3 102:8 136:3,11 pre-cba 15:2 preceding 41:4	precisely 66:11 135:1 preclude 44:4 predefined 121:10 prefer 127:9 preference 92:9 prehearing 9:8,19 31:20,24 35:17 43:19 46:15 premium 12:15 21:12 prepare 149:12 prepared 9:4 141:15 149:19 present 9:24,25 11:10 51:7 126:18 presentation 20:21 56:13 74:19 75:10 presentations 81:6 presented 10:5 13:10 20:23,24 32:3 president 109:22,23 120:23 pretty 65:11 141:8 previous 69:19 previously 37:19 38:17 69:11 87:24 89:16 164:2 primarily 12:12 111:10	primary 31:9 121:5,7 principal 56:17 principally 54:8 principles 11:17 prior 12:3,5,13,24,25 15:21 16:1,8,9 17:24 18:6,24 22:25 35:22 37:6,19, 23 53:17 57:24 59:19 65:1 67:13,14 71:20 73:20 117:21 120:22 140:23 problem 21:1 26:10 27:8,13 48:24 67:3 86:8 118:7 121:22 136:23 138:11, 16,24 142:17,18 146:20 154:25 169:25 problems 142:16 procedure 13:22 18:11 proceed 9:24 117:12 proceeding 9:12 33:24 34:2 125:21,23 126:6 proceedings 8:6 177:17 process 9:3,24 10:11 37:16 71:25 73:9 74:13 78:21 117:11 produced 75:12 97:22 production 103:6 programs 50:6
--	--	---	--



prohibit 35:1 37:22	122:12 131:3	176:25 177:2	rationale 164:16
prohibiting 93:10	proviso 88:11	quick 112:6 167:19 170:1	rattle 32:1
prohibition 80:22	Provo 34:17,21 142:5 150:8	quickly 39:4 143:20	reached 8:13 12:1 60:24
proof 10:4 35:15	punctuation 89:7	Quinn 8:2 11:9 109:2 140:3, 7,14 165:8	read 22:5 24:12 60:17 68:25 103:3 127:23 131:6 156:23
properly 122:19	pure 63:23	quote 41:16 47:12	reading 93:8 117:2 131:5
proposal 55:9 58:22	purpose 93:14	quoted 45:9	ready 66:25 67:7 139:12 154:22 155:5 165:1
proposed 8:22,24 12:3 14:22 18:22 30:15 69:20	purposes 12:12 18:1	quotes 34:10 87:10	real 112:6
protect 121:20	pursuant 41:21 164:1,7	quoting 41:25 42:12,18,25	reason 12:17 18:4 29:5 31:9 103:21 105:11,12 114:1 130:17 152:8,12
protected 144:2	pushed 124:17 143:12 174:17	R	reasonable 10:11
protection 88:5 89:15	put 11:24 15:24 16:5 23:24 32:13 46:25 53:20 54:23 57:7,10 66:2 116:3 122:10	R-O-N 20:1	reasons 16:22 36:4 48:14
prove 47:23	putting 14:7 26:14 132:6	raise 49:6 109:6 140:4	reassessment 31:5
provide 31:6 44:12 78:10 85:21 103:2	PWR 70:7 72:16	raised 31:23	reassign 15:15 25:9
provided 9:17 37:8,11 71:24 102:21	Q	raises 13:10	reassigned 19:13,16 54:13,19 55:7 112:17
providing 33:10	question 13:9 23:14 24:14,15 35:1,8 42:8,18 53:24 57:5 95:19 100:23 101:25 103:9 104:8,9 128:4 137:7,16 166:4 169:7	rampant 55:6	reassigning 19:21 115:11
provision 34:12 37:22 45:16 65:24 68:24 70:19,24 106:8,10,20,24 107:18 115:8	questioning 102:15	ran 160:25	reassignment 11:18 19:13,16 21:15 22:8,23 23:23 24:4 27:4 31:5 40:16 42:16, 17 53:15 54:10 55:16 57:13 59:25 60:22 81:12 101:5,11,17,22 108:4 112:20 119:19, 23 122:25 123:15
provisionally 75:4 83:23	questions 25:4 56:12,14 63:7 67:12 96:7 97:16 139:13,20 155:10 162:13 165:8 168:17	RAP 16:20 19:9 112:4,17	
provisions 13:6 19:20 42:5,16,23 68:3 69:23 81:15 87:16,20 88:17 107:21		RAPS 110:21	
		rarity 54:16	
		ratification 51:5 82:22	
		ratified 60:19 61:2	



124:24 147:17	recommendation 157:11,16	referring 16:1 18:6 39:21 66:8 69:15 73:24 86:21 108:3 124:20 147:19	related 32:2,5,17 34:25 47:25 116:24 119:4 124:19
reassignments 41:7 42:6 53:18 54:15 55:4 123:3,9	recommendations 157:17	refers 70:12 85:21 93:8 153:24	relates 117:2
rebuttal 10:1 138:22	record 8:10 9:5,17 30:10,12 48:25 49:3,17 61:15 62:20 67:3 74:11 94:12 103:17,21 108:21 109:5,15 128:3 131:9 132:6 133:10,18 134:21,23 137:19 138:17,25 140:13 149:23 154:2 155:1,4 156:5 164:22 169:1,5	reflected 52:13	relating 175:21
recall 51:1,20 53:22 54:1,9 58:4 64:17,25 67:16 70:11 92:21 93:2 96:7 97:21 111:21 117:22 119:5,15,17 120:25 124:8 125:14 127:21, 23 128:17 129:1,3,7, 13 135:24 136:8 142:3 148:23 155:13 156:8 164:7,10	records 26:25 132:12 134:13	refresh 127:23	relations 41:9
receive 20:4 41:21 119:8 129:18 154:10 161:15 166:9	RECROSS- EXAMINATION 106:2 167:20 170:2	refusal 33:10 152:20	relationships 103:8
received 8:8 9:8 61:9 62:14 74:2 82:18 92:16 118:10 120:9 123:23 125:5 131:22 138:13 153:16 154:7,17	red 103:14	refuse 33:5,12 79:25 122:7, 11 152:3	released 86:17 96:21
receiving 9:6 81:6 124:8	redirect 94:19,22 104:6 165:4, 6	refused 34:24 149:2,4	relevance 37:14 73:14 126:6
recent 46:10 47:6 130:3	refer 41:12 126:12	refuses 29:16	relevant 33:1 73:17,21 87:16, 19 88:17
recently 116:4	reference 77:17,19 78:19 79:3 88:18,23 89:19 130:6 135:17,21 162:9	refusing 88:3 157:14	relied 33:21 125:18
recess 49:1 67:4 94:14 108:22 138:18 139:9 155:2 164:23 169:3	referenced 37:5,7 66:12 91:10 92:1,19,23 118:3 122:16 136:13	regard 13:17,18 14:6 23:22 26:19 53:23 59:24 119:15,20 121:1,3	relieve 113:17
recitals 128:21 163:7	references 34:10 87:10 119:12	regional 155:24	relist 150:14
recognized 42:22	referencing 79:9 106:5 115:9	regular 12:15 16:15,17,18,21 26:8 27:3 63:12,13,16, 17 64:12 96:23 97:2,7 110:16,24 111:2 112:2,4,16 113:2 141:25 142:1	relying 137:20
recollection 102:22,23 103:4 119:22 129:25	referred 32:2 74:17 75:10 78:4 125:16 132:15 145:24 146:12	reimbursed 153:9	remain 8:3 18:2,7 19:24 24:23 28:19,20 35:10,24 36:15 37:4,9,10,17 38:3,16 43:15,22 44:6 45:11 46:23 47:4 72:23 73:2 75:22 76:9, 16 80:5,8,14 81:2 83:1,9 90:9 128:23 158:6
		reimbursement 14:23	remained 43:22 82:21
		rejected 41:5 43:5 46:11	remaining 23:15 144:1
		rejecting 43:10	Remains 20:1



OASIS
REPORTING SERVICES

is now



LEXITASTM

remedied 129:22 130:4 remedy 14:21,22 31:2 89:3 90:5 161:14 remember 17:16 18:25 143:18 144:20 147:4 148:3 149:5 155:17 156:1,15 159:12,20 162:21,22 remind 158:22 reminding 10:19 remote 27:22 144:7,21 renew 152:13 rental 47:11 rep 146:5,6 repair 27:14 repaired 24:18 25:24 30:3 66:18 144:19 repairs 27:18 34:23 35:13,25 36:2,16 repeat 31:21 repeated 147:23 repeatedly 34:10 46:8 repeating 157:9 repeats 45:10 replaced 71:23 73:19	replacement 14:23 22:22 23:16 30:17,18 31:7 34:18 41:21 79:19 88:4 89:14 129:11,18 130:12 160:19 161:15 163:25 164:7,11 175:21 176:15 report 154:3,5 reporter 49:21 88:25 128:8 repositioned 144:7 represent 83:18 representation 50:3 representative 58:8 representatives 147:6 reps 146:5,20 request 62:16 require 45:20 88:7 required 24:17,19 25:2 26:3,4 34:18 35:24 37:3,10, 17 38:16 43:15,22 44:11 45:11,15,18 66:16 72:23 80:5 88:7 92:25 93:17 104:14 123:7 158:6 162:2 requirements 175:8 requires 14:9 44:25 76:9 requiring 35:1 38:2 44:5 47:4,10 76:16 81:2 82:25 83:8	90:9,23 reread 131:13 reschedule 152:15 rescheduled 27:20 rescue 40:16 reserve 12:16 13:4 16:16,19, 20,23,24 19:3,6,8 25:22,23 27:3,4 32:21, 23 63:17,23,25 64:1,2, 9,12 65:24 66:1,5 80:16,21 92:25 93:1,5, 9,12,15,17,18 94:1 96:10,13 99:16 100:3 106:9,16,21 107:4,6,9 110:17,25 111:3,21 112:3,5,18 113:14,16 121:9,11,12,13,16 reserves 66:4 111:1,4 113:13 reserving 138:25 reset 142:19 143:11,13 resolution 14:13 30:16 121:6 122:3,23 resolve 100:4 resolved 14:13 26:6 36:8 122:5, 6 respect 9:10 102:21 respective 41:14 respond 14:14,18 113:22	responded 43:10 response 8:20 14:15,19 41:10 84:15 89:20 90:2,3 92:1 97:25 103:14 126:4 133:21 134:8 responses 14:1 responsibilities 50:1 109:19,24 140:17 rest 20:4,5 28:6 96:21 101:5,16 104:17 144:15,23,24 171:7 173:6 175:8,9 restate 53:24 95:19 96:25 resting 174:2 result 34:20 36:22 116:19 117:1,17 119:2 151:25 resulted 86:15 resulting 40:4,7 return 26:14 27:14 28:11 35:20 41:18,19 42:2,3 44:14,19 45:1,5 98:5,7 111:14 142:23 155:19 167:10 returned 24:19 36:6,21 45:12 46:2 129:6 returning 40:14,19 86:3 129:10 revenue 45:19 review 103:1
--	---	---	--



reviewed 9:11 103:11	7 53:15,17 54:10 57:24 58:10,15 59:19 64:18 67:14,19 68:23 73:16,17 94:13 95:1 96:18	124:16	sections 32:1 87:14 90:1
revisions 46:21		scheduling 13:3 17:12,15 18:12 26:23 27:1 29:12 53:2 59:15 78:11 116:1	security 151:2,12,19
rid 81:1	run 36:17 47:16 99:8,19	scope 41:1	seeking 73:25
ridiculousness 152:20	Ryan 145:23 146:4,21,22	Scott 53:20	segments 44:11
rights 15:3 24:1	S	screen 127:5	selling 113:4
rise 46:6 93:21	sacrosanct 121:19	screening 29:15	Semicolon 89:11
road 56:8,13 74:17 75:9 78:14 79:13 81:5,6 138:8	safety 50:6	scroll 77:1	send 30:7 103:13,15 113:20 115:2,12 116:3
Robles 109:9,16 127:22 135:8 138:21 140:1 145:23 146:2 163:5	Salt 150:9 165:21,25	seated 49:10 109:8 140:6	sending 116:4
roles 74:13	Santa 142:5	seats 165:24	seniority 65:12 114:3
rolling 80:13 100:25	SAP 110:20 111:4	seconds 94:10	sensor 143:7
romanette 78:6	save 121:18	section 13:3,4,5,11,15,20,22, 23 14:5,9,11 15:8,9, 13,14,20,23 16:9 19:8, 20,22,23 20:12,15 21:12,16 22:4,5,22 23:22 25:13 27:10 28:19 30:8 31:6 33:9 34:8,10,25 35:10 38:7 41:7,22,24 42:5,19,23 43:7,9 44:16,25 45:2, 3,14,22 46:3 52:16 55:25 57:20,24 59:25 60:4 65:24 66:4,5,6 68:13,17,18,23 73:24 77:18 87:11,19 88:11, 14,18,23 89:3 92:19, 23 93:4 94:6 96:4 112:19 116:14,17 117:12,14 122:24 130:14 153:17,19 161:16 163:22 164:1, 12 166:9	sentence 129:8
RON 20:1,3 23:15 30:24 119:8 122:15,22 123:8 124:13	scenarios 129:5		sentences 69:23
room 71:22 96:18	schedule 16:21 30:7 65:6 95:8 110:20,22 111:5 145:9 152:10		separate 65:24 91:16 136:15
rough 158:18	scheduled 19:18,19 20:4 27:21 29:14 36:3 38:17 39:2, 25 41:18 42:2 43:15 44:19,21 45:6,7,15,20 46:2 69:11,15 76:2 86:2,4,14 87:25 89:16 98:5 121:9 144:4 148:4 150:5 152:14 155:19 160:12 162:3 166:24 173:1 174:13 175:12		separately 32:10
round 111:12,13	scheduled-into-a-day-off		September 14:17
rule 10:7 37:5,14,20 38:6 40:18 70:24 71:20,21			sequence 155:12
rules 12:4,9,18,21,22 15:21 16:2,4 22:7 27:4 37:6,			service 13:4
			services 27:25 28:4,13 143:25 144:22 148:3,5,17,24 153:5
			session 117:20



OASIS
REPORTING SERVICES

is now



LEXITASTM

set 20:15 settled 23:3,5 43:19 162:20 settlement 18:7,21 22:25 23:2,9 30:25 33:3,19 38:13 117:20 118:23 119:15, 21 121:2,6 122:24 123:12 126:24 127:21 132:25 135:2,10 136:1,4,5,9,25 137:9, 12,20,21 156:18 157:2,5 163:4 164:8 settlements 23:3 shape 177:3 sheet 84:9 171:24 shift 21:6 short 48:23 64:1,6 75:20,21 108:20 138:15 177:7 short-term 118:25 Shortly 43:8 show 23:10,20 35:15 40:5,6 56:8,13 67:18 75:9 78:15 79:13 81:6 83:13 159:24 showing 45:24 154:3,5 shown 102:24 shows 33:11,14 56:8 74:17 81:5 sic 161:12 164:1	sick 113:16 side 11:23 23:4 54:5 138:8 159:13 sides 51:14 52:6 signature 118:20 120:19 135:13 signed 120:21 126:24 135:25 136:10 significant 36:10 44:7 signing 125:14 silence 10:13 similar 40:24,25 57:23 111:24 159:15 simply 9:22 32:13 39:4 40:7 45:21 46:5 64:4 137:10 176:12 single 23:8,18 121:13 single-day 34:14 sir 49:10 108:15 109:8 140:6 sit 63:25 105:13 139:16 sitting 16:20 72:25 80:14,15 104:16 situ- 46:14 situation 24:21 33:16 38:4 39:9 42:21 76:25 79:25	80:6,13 81:3 83:9 90:10,24 99:16 146:18 147:1 148:5 155:23 156:24 159:15 161:5, 20 162:5 164:12,18 166:10 167:14,23 170:4,7 situations 36:24 37:10,18 38:15, 21 40:6,25 41:6 43:6 48:2 73:3 six-hour 96:17,18 slide 79:24 80:2 slides 79:13 slightly 58:1 small 36:12 50:20 52:1 58:18 59:12 111:13 112:7 small-base 52:1 smaller 36:11 something's 10:12 sort 149:22 sought 89:3 90:6 161:14 sound 145:17 sounds 160:3 speaking 93:23 speaks 131:12 specific	12:25 15:23 26:23 33:4 35:4,5,6 40:13 43:17,24 53:23 54:1,9 56:23 81:15 103:20 106:8,10,20,24 107:18,21 125:22 135:17 specifically 20:13,15 22:7 24:3 25:6 26:11 28:2 37:7 38:7 39:5 40:3,11 42:7 43:5 44:4 52:16 54:15 57:20 91:10 92:23 93:8,16 103:10 125:17 129:24 132:15 137:1 148:22 spell 49:19 spend 28:15 spending 154:14 spent 160:24 spoke 29:25 spoken 21:4 spokesman 54:8 staff 36:12 stamp 39:21 40:2 66:7 67:21 75:15 91:18 134:12 stamps 62:22 63:3 95:3 stand 169:24 177:15 standard 65:11 standby 20:11,14 25:25 65:15,
---	---	--	---



OASIS
REPORTING SERVICES

is now



LEXITASTM

20,22 66:1,18 96:6,10, 23 97:2,7 99:6 100:10 101:17 104:15 106:22 107:6 111:21 stands 150:22 start 28:7 31:22 68:22 94:24 128:19 139:6 155:16 started 50:11 143:12 145:21 146:19 147:1 starting 8:15 67:20 91:12,18 97:10 124:2 125:9 127:20 starts 118:14 124:3 126:23 state 49:16 74:10 85:6 90:8 109:14 140:12 stated 98:10 statement 8:23,25 18:5 31:23 55:5 57:23 statements 10:23 states 33:20 38:18,20 45:3, 10,16 98:3 107:1,7 stay 24:17 25:4 26:3,4,20, 22 28:24 34:21 35:2 36:1 39:22 90:23 104:14 114:23 139:16 145:16 159:19 161:3 staying 29:10 step 23:20,21 25:15 144:10 stick	25:18 stipulated 9:1 stipulations 8:13 Stockton 76:2,9 stop 89:10 177:5 stopped 129:21 storm 159:14 straight 18:18 stranded 57:6 streaks 158:15 strike 40:4 62:9 strokes 46:14 stronger 40:23 strongly 40:21 stuck 24:22 159:12 173:5 subject 10:8 27:4 39:6 41:2 42:15,23 48:2 137:11 submission 9:20 31:20 35:17 36:5 38:12 43:19 46:15 134:12 submissions 9:8 submit 77:7 78:18	submitted 74:25 141:15 subsequently 41:19 98:7 suggest 10:6 137:23 177:5 summary 156:7,12 157:8 super 130:3 superseded 12:20 supported 38:8 supportive 40:21 supports 38:10 suppose 38:22 160:8 supposed 170:8 175:11 surrebuttal 10:1 surround 100:23 surrounded 54:14 surrounding 63:20 71:1 sustain 10:9 Swift 8:2 11:9 14:3,24 16:7, 17 17:8 19:11,25 20:18 21:1 22:3 23:11, 19,23 25:6,10,17 26:19 27:2,21 28:2,14, 21 30:18 31:9 32:22 33:17 34:1,14,20,24 35:10 39:1 40:25 42:9 43:23 44:18 45:17,25	46:5 48:6 93:25 94:6 109:2 114:17,22 116:15 117:16 140:3, 7,14 155:8 160:7 163:16 171:25 177:4 Swift's 17:11,22 38:24 39:9 sworn 49:4,8,12 109:7,10 140:5,8 system 13:22 27:1 106:14 142:16,18 151:3 T TA 24:11 61:25 73:9 Tab 60:7,8 114:19,20 116:7 117:25 118:14 127:20 141:11 153:14 table 15:22 51:14 59:3 69:19 107:14,22 162:23 tactic 46:7 takes 138:7 taking 43:1,2 98:11 139:1 149:3 talk 22:12 24:5 26:11 57:19 97:9 110:14 111:20 112:24 148:8, 17 talked 24:7 27:24 51:19 56:18 81:4 96:16 112:22 147:22 148:22, 23 151:12 166:10 talking
--	---	---	--



20:7,17 25:17 54:4 73:15 79:14 92:7 112:13,19 132:2,24 150:3 155:23,24 159:2 172:14 talks 22:7,12,16,19,23 29:11,12,25 60:21 95:8 128:21 129:8 Tammy 148:25 150:3 153:4 taxied 144:20 taxing 172:11 TDY 17:19 team 67:2 164:20 Teamsters 11:8 49:25 83:18 85:3, 6 telling 28:23 143:5 157:17 tells 27:25 29:8,9,19 term 20:12 130:25 terminal 27:24 terminology 168:7 terms 11:16 22:19 33:24 34:4 125:21,25 testified 49:13 68:2 72:18 80:25 109:11 140:9 155:11 163:5 testimony 11:22 21:9 26:2 67:13 71:15 91:2 92:20 100:8 102:21 103:2	111:7,22 134:25 text 132:25 thing 17:2 19:5 24:6 39:25 55:7 97:9 166:7 177:6 things 20:7 25:7,21 27:8 52:11 55:13 57:19 58:13 79:20 97:15 103:2 122:6 thinking 77:2 114:16 134:4 thought 54:16 63:22 73:5 81:1 97:13 101:24 107:25 142:25 143:11 thousands 38:5 three-day 122:14 ticket 14:24 29:19,22 31:10 117:17 150:20 151:21 153:10 166:18 tickets 151:20,21,23 tied 116:24 time 9:15 14:21 18:19,24 19:1,4 20:3 26:15,22 31:14 32:23 41:9 47:5, 14 51:21 53:9 61:15 64:6 66:23 88:20 94:7 101:16 111:6,15 122:14,15 139:14 141:19,22 142:11 144:4 146:1 154:23 157:21 158:5 160:25 165:12 166:14 173:25 time-and-a-half 18:18 22:1	timed 167:8 170:18 172:22 timeline 64:6 timelines 13:24 58:14 timeliness 13:18,24 14:7 44:24 46:4 timely 46:5,10 times 21:25 37:25 38:5 46:25 141:15 158:13, 16,19 159:2,7 162:13 title 146:10 today 21:4 30:10 57:22 76:24 102:22 103:2,11 111:22 155:10 told 27:14,17 28:7 105:15 114:23 115:24 144:15 146:18 150:5,17,18 153:5 154:12,14 156:17 tomorrow 21:3 28:25 100:20 177:16 top 63:21 77:7 78:18 124:13 147:11 total 161:20 totally 22:23 23:23 25:10,13 26:20 28:17,24 30:11 133:23 164:17 tow 27:22 towed 144:18,20	track 67:19 traded 54:7 56:19 traffic 102:25 training 110:18 118:25 119:1, 6,8 122:16 transcript 8:6 9:4 transformation 93:11 transformed 12:10 transportation 17:24 travel-time 175:15 Trent 54:6 56:17 60:13 103:13,14 trick 63:5 trip 15:10,16 19:10 22:17 24:20 27:5 28:18 34:14,16 37:8 54:13 60:23 79:12 86:15 111:12 128:25 155:12 162:4 167:6,10 173:11 trip-delay 38:4 trip/weather/ mechanical 68:13 72:9 78:2 82:12 95:7 114:5 122:25 trip/whether/ mechanical 123:15 trips 39:2,25 44:11 51:23 58:11 63:14,17
--	--	---	---



OASIS
REPORTING SERVICES

is now



LEXITASTM

110:17,21 111:13 trouble 152:17 157:13 troubled 74:12 175:2 176:5 true 39:4 43:5 47:22 146:25 trumps 124:17 truncated 52:18 turn 44:24 52:16 53:2 68:10 75:14 84:4,10, 22 102:9 103:25 124:2 130:5 163:12 turned 60:22 turning 55:15 Twenty-one 14:20 two-day 123:6 two-hour 58:25 72:5 113:21 type 54:22 72:25 141:20,22 types 36:24,25 63:9,11 110:14 111:8 typically 133:16 typo 84:9 172:7 U Uh-huh 106:6	ultimately 9:15 10:13 34:23 36:22 43:19 44:20 102:13 135:3 137:11 158:2 164:6 170:15 ultra-low-cost 51:22 Um-hum 68:12 78:16 81:10 106:23 132:23 156:14 unable 41:18 42:1 45:4 98:5, 11 129:6 167:12 uncovered 18:16 undated 97:11 undergoing 66:14 underlying 40:24 understand 21:17 58:18 68:19 94:4 97:24 100:8,13 105:19 107:20,24 126:5 159:6 170:4 175:2,18 176:6 understanding 56:19 57:9,14 69:3 71:7,10 81:25 82:10 96:22 107:23,25 118:3 138:21 148:11 168:2 understandings 106:4 understood 58:13 70:1 71:2 74:7 107:14 156:4 underway 110:4 Undoubtedly 11:22 unequivocally 33:20	unfilled 113:10 union 9:24 12:7 15:24 20:22 23:4 25:3 31:25 32:9 33:23 34:4 35:15 38:18 41:6 42:8,10 43:1,5,9,12 45:9,17 46:4,7,19 47:1,3,13, 17,24 48:6 50:15 60:9 61:9,21 62:14 75:19 79:9 83:4,5 85:14 87:23 98:15,16 100:24 109:23 114:11 116:9 118:10,16 120:1,2,4,9, 13,15 123:23 124:5 125:5,11,20,25 126:11 128:2,22 130:21 131:14 133:13 136:3, 6,15,17 146:5,6,20 147:6 155:23 156:10 160:8 union's 8:24 11:23 30:8 31:23 32:16 33:18 41:10 42:11,20 43:20,21 44:24 46:17 47:7,23 48:14 91:17 133:15 134:5 137:10 unit 33:23 125:20 Unlike 106:20 unquestionably 47:13 unscheduled 24:15 Unterseher 46:20 49:11,18 67:10 92:1,19 111:20 112:24 Unterseher's 111:7 untimely 15:2 46:13 47:8,20 48:11	update 101:1 Urban 9:18 10:17,24 11:1,2, 5,8 31:13 32:2,22 34:7 37:5 38:22 48:17,19, 21,23 49:5,15,19,22, 23 52:24 53:6 60:11 61:4,13,16,18,23 62:11,21,25 63:6 66:23 68:25 69:4 73:14,19 74:5,7,10,14, 24 75:3,15 82:16 84:17 86:20,25 87:3 91:5,8 92:6,20 94:20, 23 95:15,19,22 98:19 101:25 102:4,7,12,16, 19 104:7,20 105:6 108:10,17,20 109:13 114:13 116:11,20,23 118:1,12,18 119:24 120:2,4,11,17 123:19 124:1,7 125:1,7,13 126:4,5,9,12,21,23 127:2,6,8,10,14,17,18 128:4,11,16 131:11, 16,20,24 132:8,13 133:7,14,23,25 134:2, 16,19 135:5,7 136:14, 20,22,23 137:3,6,17, 25 138:4,10,15,20,25 139:16 140:3,11 147:13 151:5,6 154:21 162:12 165:5,7 167:17 168:19 169:22 171:12 176:21 177:5,12 Urban's 37:11 urgency 152:12 useless 176:4,5 usual 10:1,6 Utah 34:17
--	---	---	---



OASIS
REPORTING SERVICES

is now



LEXITASTM

utilize 19:20 90:18	violating 43:13 88:14	42:14 43:16 159:14 173:8,10 174:11,20 175:22	96:18 113:2,15 114:3 121:9 122:7,9 140:22 143:10 151:16
utilized 63:20,21 64:2	violation 13:15 25:13 35:15 100:12 147:3	website 151:20,23	workday 19:19
utilizing 89:20	violations 34:11 85:7	Wednesday 8:4 109:3	working 62:2 113:7 148:21
utter 10:15	virtually 77:2	weight 74:5 128:5 138:2	works 166:12
V	vision 83:5	west 56:8,9	worksheet 85:2
variety 132:4	voluntary 113:19	whatever's 110:19	World 50:12
vast 32:6	W	whatsoever 33:21 125:18	worries 78:1
Vegas 26:21 76:2,3,19 160:20	wade 103:8	whichever 173:17	wrapped 168:6
verbal 88:24 156:3	wait 99:14 102:12 105:13, 15 136:18 145:13	white 147:1	write 103:14 107:16 143:14
verbatim 37:15	waiting 66:17 100:3 144:9	William 21:16	writes 30:6
verify 146:25	waiver 10:3	window 113:21,22	writing 149:21
version 70:6,9 133:11	walk 68:19 77:20 142:25	withdraw 126:7	written 51:13
versions 92:13	wanted 13:16 37:18 55:8 58:12,21 63:7 65:18, 21 71:25 74:10 92:6 96:11,12 105:19 126:12 128:19 130:17 132:5,19 133:9 146:19 159:19 165:9 169:7 170:24 173:4 175:2,18	withdrawn 126:11	wrong 45:1 143:6 152:22 153:11 157:12,20
VFN 21:17,19,20,24 22:2 26:16 113:18,25	wanting 157:10	witnesses 21:3 23:3 177:7	wrote 41:9 42:19 81:7 156:12
view 34:25 82:25	waters 103:9	word 168:8	Y
viewed 40:23	weather 15:10,16 22:17 33:8, 15 36:7 37:8 38:4	words 10:15 105:8	year 158:20,21
viewers 143:6		work 12:4,9,18,21,22 15:21 16:2,4 27:15 32:19,24 33:5,7 37:5,6,7,13,20 38:17 43:15 45:7,15, 20 53:17 57:24 58:10, 15 59:19 64:18 67:14, 18 68:23 70:24 71:20, 21 73:15,17 80:1 95:1	years 11:23 24:9 35:22 38:9 47:19 48:4,13 50:12 63:22 140:20 158:14, 24,25
violate 82:24			
violated 34:4 35:10 83:10 87:14 125:25			



OASIS
REPORTING SERVICES

is now



LEXITASTM