

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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General President

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August 2, 2024

BY UPS Next Day Air & Regular Mail

Mr. Sean O'Brien General President
International Brotherhood of Teamsters
25 Louisiana Ave. NW
Washington, DC 20001

Re: Internal Union Charges against Andrew Robles, Ryan Fogelsanger, Joshua Rockwood, Kurt Hanson, Michael Cawley, and Kenneth Seiden

Dear Sir & Brother:

I hereby charge Andrew Robles, Ryan Fogelsanger, Joshua Rockwood, Kurt Hanson, Michael Cawley, and Kenneth Seiden, all of whom were members of Teamsters Local Union No. 2118 ("Local 2118") and former executive board members of Local 2118 at all times relevant hereto. These charges allege violations of the Local 2118 Bylaws and the Constitution of the International Brotherhood of Teamsters ("IBT").

By way of background, Local 2118 represents the pilots employed by Allegiant Air, Inc. ("Allegiant Air"). It was established as a separately chartered local affiliate of the International Brotherhood of Teamsters in or about May 2020, and released from administrative trusteeship effective January 1, 2022. Upon release from administrative trusteeship, Local 2118 became an autonomous affiliate of the International Union, subject to the Constitution, policies, and rules of the International Union and the Local 2118 Bylaws.

While Local 2118 was under administrative trusteeship during the period from 2020 to 2022, Brother Robles served as the Assistant Trustee of Local 2118 and in that capacity, he assisted Scott Hegland, the Trustee appointed by former President Hoffa to conduct the affairs of Local 2118 while it was in administrative trusteeship.

In anticipation of a release from trusteeship set for early 2022, in late 2021, the Temporary Trustee appointed by then International President James P. Hoffa conducted an election of Local 2118 officers who would assume office on the effective date of the release. In that election, Brother Robles was elected by Local 2118's membership to serve as Local 2118's President and Principal Officer. He assumed his office and responsibilities as President and Principal officer of Local 2118

**Charging Party's
Exhibit 1**

effective January 1, 2022, the effective date of Local 2118's release from administrative trusteeship. In his capacity as President and Principal Officer of Local 2118, Brother Robles was a member of the Local 2118 Executive Board and served as its chairperson. Brother Robles's fellow Local 2118 Executive Board members were also elected in late 2021 and assumed office effective January 1, 2022. Shortly thereafter, in the waning days of the Hoffa administration, Mr. Hegland and other officials from the Hoffa administration, including now former Airline Division Director David Bourne, became paid consultants for Local 2118, working at the pleasure of Local 2118 and Brother Robles.

Brother Robles and the entire Local 2118 Executive Board were removed from office upon imposition of an emergency trusteeship over the affairs of Local 2118 on March 19, 2024. Based on my investigation of Local 2118, I hereby bring the following charges:

CHARGE ONE:
AGAINST ANDREW ROBLES

CHARGE:

Brother Robles defrauded and embezzled approximately \$175,000 from Local 2118 by developing and implementing an illegal scheme to pay himself compensation and benefits that were not established nor authorized by Local 2118 and its Executive Board.

BASIS FOR CHARGE ONE:

1. Brother Robles devised a scheme to defraud and embezzle union funds from Local 2118. Brother Robles's scheme consisted of two key parts whereby:

A. He designated himself as the sole full time elected individual who would be entitled to "Long Term Union Business";

B. He falsely claimed entitlement to Flight Pay Loss, and did in fact receive such pay, from Allegiant Air on account of his status as an individual on Long Term Union Business;

C. He directed that Local 2118 reimburse Allegiant Air for its direct payment of such Flight Pay Loss, which reimbursement was in fact paid by Local 2118 to Allegiant Air; and

D. Without seeking approval from the Local 2118 Executive Board, he inflated the number of Flight Loss hours to which he claimed payment directly from Allegiant Air and caused reimbursement to Allegiant Air by Local 2118.

2. By way of further detail, the CBA provides for "Short Term Union Business" and "Long Term Union Business" leaves.

3. With respect to Long Term Union Business, Allegiant Air is contractually required to grant such leave only to one (1) Allegiant Air pilot who has accepted a full-time elected position with Local 2118 or the IBT.

4. Like Allegiant Air pilots who are on Short Term Union Business, pilots on Long Term Business accrue seniority and longevity and sick leave under the CBA. They are also contractually entitled to receive all other benefits covered by the CBA on the same basis as active pilots, including continued participation in Allegiant's travel pass policy, retirement plan and, provided he or she continues to pay his or her portion of the premiums, Allegiant's health and welfare plan.

5. Pilots on Short Term and Long Term Union Business are paid Flight Pay Loss directly from Allegiant Air.

6. Some, but not all, types of Flight Pay Loss paid by Allegiant Air are subject to the contractual requirement that Local 2118 reimburse Allegiant for the amount of Flight Pay Loss, plus twenty-three percent (23%) to cover Allegiant's uninterrupted provision of benefits to the affected pilots during the Union Business leave. Such Flight Pay Loss reimbursement and payments are referenced to herein as "reimbursable Flight Pay Loss." (Other types of Flight Pay Loss, such as "administrative duty" for the benefit of Allegiant Air, are not subject to reimbursement by Local 2118 and, therefore, do not constitute Reimbursable Flight Pay Loss).

A. Except as noted in subparagraph "B," below, Local 2118's contractual obligation to pay Reimbursable Flight Pay Loss is limited to situations in which pilots must "drop" flight(s) from their schedules in order to perform Union Business.

B. Local 2118 is also contractually required to pay Reimbursable Flight Pay Loss to Allegiant in circumstances where a pilot knows his or her Union Business days in advance of Allegiant Air's distribution of its monthly "bid packages" to its pilots for purposes of bidding their monthly schedules. (Bid packages are bid forms containing the number of bid lines and the names of each Allegiant Air pilot who is "qualified" to bid during the monthly bid period). In such cases, the affected pilot notifies Allegiant Air of the existence of those days and Allegiant Air blocks those dates from the affected pilot's monthly schedules. Such blocked days are referred to as "pre-award Union Business days that have been blocked as a known absence" The amount of such pre-award Union Business days that have been blocked as a known absence payable to the affected pilot is 4 paid credit hours. Pilots whose known pre-award know absences for Union Business are blocked from their schedules, however, are expected to fly the remaining trips assigned to them on their schedules.

7. Section 16(E) (3) of the Local 2118 Bylaws provides that the Local 2118 President is "responsible for approving or denying Flight Pay Loss for Union Business, officers, Stewards and members who receive FPL [Flight Pay Loss] reimbursement from Local 2118, either directly or [indirectly] via Allegiant Air."

8. The CBA's Reimbursable Flight Pay Loss provisions were never intended to apply, and in fact are not applicable, to situations where an elected full-time official of Local 2118 ceases to perform all flying for Allegiant Air for the duration of his or her elected term of office. In those situations, while that official continues to accrue seniority and longevity and remains eligible for CBA-provided benefits coverage, the payment and provision his or her full-time compensation and benefits for serving as an elected Local 2118 official are the sole responsibility of Local 2118. As provided in Section 14(A)(2) of the Local 2118 Bylaws, moreover, Local 2118's Executive Board is responsible for setting that official's salary and any additional, non-CBA provided benefits.

9. A full-time elected official of Local 2118 can maintain his regulatory currency and qualification to serve as a legal pilot/crewmember on Allegiant Air airplanes by attending Allegiant Air flight simulator training classes and other required classes, and check-rides. Such training is compensable by Allegiant Air, but it does not constitute Reimbursable Flight Pay Loss.

10. In or about October 2021, Brother Robles was no longer permitted to legally serve as a pilot/crewmember on Allegiant Air's airplanes because he did not maintain his federal regulatory currency and qualifications to do so. Consequently, since at least November 2021 through March 19, 2024, the day he was removed as President and principal officer of Local 2118, he was not eligible for Reimbursable Flight Pay Loss for the simple fact that he was no longer legally permitted eligible to serve as a pilot/crewmember on Allegiant Air's airplanes and, therefore could not and did not lose any flight hours while performing Union Business.

12. Since at least November 2021, through March 19, 2024, Brother Robles inappropriately and falsely claimed and received Reimbursable Flight Pay Loss directly from Allegiant Air.

13. For the months of November and December 2021, while Local 2118 remained under administrative trusteeship, then Local 2118 Trustee Hegland either approved Brother Robles's falsely claimed Reimbursable Flight Pay Loss or Brother Robles, as Local 2118's then Assistant Trustee, approved his own falsely claimed Reimbursable Flight Pay Loss. Regardless of which of them approved Brother Robles's falsely claimed Reimbursable Flight Pay Loss, Mr. Hegland and Brother Robles caused Local 2118 to reimburse/pay Allegiant those falsely claimed amounts, plus an additional 23% to cover Brother Robles's uninterrupted CBA-provided benefits maintained by Allegiant Air.

14. When Brother Robles and his fellow Local 2118 Executive Board members assumed their offices upon Local 2118's release from administrative trusteeship effective January 1, 2022, Brother Robles directly approved his falsely claimed monthly Reimbursable Flight Pay Loss and ensured that Local 2118 reimbursed/paid Allegiant Air his falsely claimed monthly Reimbursable Flight Pay Loss amounts plus additional 23% to cover his uninterrupted CBA-provided benefits maintained by Allegiant Air. This continued until Brother Robles and his fellow Local 2118 Executive Board members were removed from office on March 19, 2024, when Local 2118 was placed into emergency trusteeship.

15. Commencing with the month of March 2022, shortly after Local 2118 had been released from administrative trusteeship, Brother Robles unilaterally increased the number of monthly Reimbursable Flight Pay Loss hours he claimed to have incurred. Specifically, beginning with the month of March 2022, and ending in March 2024, Brother Robles claimed and approved for himself 120 Flight Pay Loss hours each month except for months in which he claimed vacation hours, which were paid directly by Allegiant Air. This figure of 120 hours not only exceeded the monthly number of hours an average pilot flies for Allegiant Air, but also substantially exceeded the monthly number of hours Brother Robles worked as an Allegiant Air pilot when he was actually performing work for Allegiant as a pilot. Brother Robles's unilateral increase in the number of monthly hours he claimed as Reimbursable Flight Pay Loss hours caused him to receive substantially more Reimbursable Flight Pay Loss pay from Allegiant Air. Brother Robles neither sought nor obtained authorization from the Local 2118 Executive Board to increase his purported Reimbursable Flight Pay Loss hours, which led to his receipt of substantially greater compensation than he had been receiving up to that time.

16. On information and belief, Allegiant Air paid Brother Robles electronically, via direct deposit. Local 2118 reimbursed/paid Allegiant Air for Brother Robles's falsely claimed Reimbursable Flight Pay Loss and benefits coverage by check and mailed those checks to Allegiant Air.

17. Because Brother Robles was not eligible to receive Reimbursable Flight Pay loss during the period commencing no later than November 1, 2021, and ending March 19, 2024, the payments he received directly from Allegiant Air for which Local 2118 then fully reimbursed Allegiant Air constitute salary and benefits. While Local 2118 was under administrative trusteeship, Trustee Hegland did not establish and approve a salary and benefits for Brother Robles. Trustee Hegland instead permitted Robles to set his own salary and benefits by falsely claiming that they constituted Reimbursable Flight Pay Loss. Likewise, after Local 2118 was released from administrative Trusteeship effective January 1, 2022, Local 2118's Executive board did not establish and approve a salary and benefits for Brother Robles. Brother Robles instead continued to set his own salary and benefits without approval from Local 2118's Executive Board by continuing to falsely claim Reimbursable Flight Pay Loss.

18. Additionally, since at least January 2022, when Local 2118 was no longer under administrative trusteeship and its Bylaws went into effect, Brother Robles's compensation and benefits, which, as explained above, should have been paid solely by Local 2118, was never established by nor approved by Local 2118's Executive Board.

A. Instead, through the Reimbursed Flight Pay Loss scheme described above, Brother Robles circumvented the requirement set forth in Section 14(A)(2) of Local 2118's Bylaws mandating that the Local 2118 Executive Board must establish the salaries of Local 2118's officers, Business Agents, and employees;

B. In so doing, he also circumvented Section 14(A)(2)'s requirement that Local 2118's Executive Board must establish the allowances, direct and indirect disbursements.

expenses, and reimbursement of expenses for Local 2118's officers, Business Agents, and employees;

C. In so doing, he also circumvented Section 14(A)(2)'s requirement that changes in the salaries, allowances, or expenses of the officers, employees and Business Agents of Local 2118 shall be specifically set forth in the minutes of the Executive Board meeting at which such changes are approved.

By intentionally circumventing the requirements set forth in Section 14(A)(2), Brother Robles avoided a risk that a majority of the Executive Board would not authorize and approve the salary and benefits he believed he was worth and that Local 2118 should pay him.

19. Accordingly, based on the above:

A. During the period commencing no later than November 1, 2021 and ending December 31, 2021, through the Reimbursable Flight Pay Loss scheme described above, Brother Robles fraudulently procured Reimbursable Flight Pay Loss and continued CBA-provided benefits coverage, directly from Allegiant Air and secured Local 2118's reimbursement/payment of those amounts to Allegiant Air. The end result of those reimbursements/payments is that Brother Robles embezzled Local 2118 monies by false pretenses.

B. During the period from January, 2022 through March 19, 2024, through the Reimbursable Flight Pay Loss scheme described above, Brother Robles fraudulently procured Reimbursable Flight Pay Loss and continued CBA-provided benefits coverage, directly from Allegiant Air and secured Local 2118's reimbursement/payment of those amounts to Allegiant Air. The end result of those reimbursements/payments is that Brother Robles embezzled Local 2118 monies by false pretenses.

20. During the period commencing from November 1, 2021, through March 19, 2024, Brother Robles falsely claimed and received Reimbursable Flight Pay Loss from Allegiant Air in the aggregate amount of \$798,729.84, based upon an aggregate of 3,144 flight pay loss hours over that period of time. Brother Robles directed Local 2118 to reimburse Allegiant Air in the amount of \$798,929.84 for the Flight Pay Loss, plus an additional 23% (\$183,707.86) to reimburse Allegiant Air for its uninterrupted provision of benefits provided under the CBA. All told, Brother Robles directed that Local 2118 reimburse Allegiant Air in the aggregate amount of **\$982,437.70** to cover Brother Robles's falsely claimed Reimbursable Flight Pay Loss for the period commencing November 1, 2021, through March 19, 2024.

CHARGE ONE - SPECIFIC VIOLATIONS OF IBT CONSTITUTION AND LOCAL 2118 BYLAWS

21. Based on the above, Brother Robles violated the following provisions of the **IBT Constitution**:

- A. IBT Oath of Office;
- B. Article II, § 2(a): Membership Pledge of Honor and Loyalty;

- C. Article XIX, § 7(b)(1): Violations of IBT Constitution and Bylaws;
- D. Article XIX, § 7(b)(2): Violation of Oath of Office and Pledge of Loyalty to the International Union and Local 2118;
- E. Article XIX, § 7(b)(3): Breach of fiduciary duty; embezzlement of union funds;
- F. Article XIX, § 7(b)(11): Commission of racketeering acts as defined by applicable law, including:
 - (1) 29 USC § 501(c)(3), embezzlement of union assets,
 - (2) 18 USC § 1341, mail fraud to embezzle union assets and deprive the Allegiant Air pilot members represented by the IBT and Local 2118 of honest services; and
 - (3) 18 USC § 1343, wire fraud to embezzle union asset and deprive the Allegiant Air pilot members represented by the IBT and Local 2118 of honest services.

23. Additionally, based on the foregoing, Brother Robles violated the following provisions of the **Local 2118 Bylaws**:

- A. Section 15(A), Oath of Office;
- B. Section 20(E), Violation of Duty/Responsibility to Local 2118 and its members;
- C. Section 14(A)(2), Usurping authority of the Local 2118 Executive Board to establish and authorize the payment and provision of salaries and benefits;
- D. Section 7(G), failing to enforce the International Constitution, the Local 2118 Bylaws and rules of order; and
- E. Section 7(G), failing to ensure that all Local 2118 officers perform their respective duties.

CHARGE ONE - RELIEF REQUESTED

24. For all the foregoing reasons, I respectfully request the following relief:
- A. That Brother Robles be held guilty of the violations of the IBT Constitution and Local 2118 Bylaws as noted above;
 - B. That Brother Robles be ordered to make Local 2118 whole for all losses incurred by Local 2118 resulting from the violations identified in this Charge One, including the payment of \$982,437.70, for the amount of Local 2118 assets he embezzled;

- C. That Brother Robles be expelled from the IBT and its affiliates; and
- D. Such other relief as is deemed appropriate.

CHARGE TWO:

AGAINST ANDREW ROBLES

CHARGE

In violation of Local 2118 Bylaws, as well as International Union policies, procedures, and rules, Brother Robles willfully refused to develop and implement financial, administrative, and governance policies required by the International Union of all local union affiliates. In so doing, Brother Robles deprived the Local 2118 membership of their right to faithful and honest services and enabled him to personally enrich himself at the expense of Local 2118 and its membership.

BASIS FOR CHARGE TWO

1. As Local 2118's only full-time elected officer, Brother Robles imposed a culture of indifference and neglect of duty with respect to the development, implementation, and adherence to financial and governance policies and procedures required by the International Union of all local union affiliates. For example, Local 2118:

- A. Lacked financial procedures manuals, including travel and expense policies;
- B. Failed to abide by directives of the office of International Union's Secretary-Treasurer regarding the monthly audit of Local 2118's books and records by Local 2118's trustees;
- C. Failed to develop policies and procedures regarding the administration of Local 2118, including record retention and protection policies and procedures and electronic access and security procedures and protocols with respect to electronic records; and
- D. Did not adhere even to the most basic governance requirements relating to the conduct of Local 2118 Executive Board and general membership meetings and the development, adoption and preservation of meeting minutes and resolutions.

Brother Robles also discouraged and disapproved expenditures for Local 2118 officers and staff to attend International Union training classes regarding financial and governance.

2. Having created and fostered this environment, Brother Robles then capitalized on the financial, administrative, and governance weaknesses inherent in it, such that he was able to conduct the day-to-day operations of Local 2118 without interference and oversight, and where he

was able to effectively silence or simply prevent any challenges from Local 2118 Executive Board and/or the general membership regarding his actions.

3. The consequences of Brother Robles' construction of an inadequate and unchecked financial, administrative, and governance structure became evident shortly after the International Union commenced an audit of Local 2118 in early 2024. In this regard, the International Union's audit team discovered approximately six hundred instances of missing receipts, unapproved expenditures, and inappropriate credit card charges totaling more than **\$157,000**. These expenditures included: high-ticket items such as union meetings and parties at nightclubs and casinos, hotel room upgrades and alcohol; advanced computing, audio, and visual equipment primarily used by Brother Robles at his home in Arizona; professional photographer headshots of officers, including Brother Robles that he used in various publications, including campaign material that he used as a candidate for office in Local 2118's officers election in late 2023; as well as such trivial items charged by officers, including Brother Robles, for toiletries, lip balm, dry cleaning and Dayquil.

Wrong
maybe
higher

4. Brother Robles's intentional disregard of International Union financial policies is also starkly revealed by his practice of exclusively using his personal credit card to make purchases ostensibly on behalf of Local 2118 and then causing Local 2118 to pay the bank/credit card company. Brother Robles deliberately engaged in this practice despite having received an express directive from the office of the International General Secretary-Treasurer that such a practice was forbidden. In so doing, Brother Robles accumulated over a million points on his credit card, which he exclusively controlled and subsequently used to purchase expensive items serving no conceivable union-related purpose while also enhancing his personal credit rating at a time when, on information and belief, he was building a large, expensive home in Arizona.

5. The improper and unauthorized expenditures identified above, as well as his scheme involving the use of his private credit card, constitute embezzlement or conversion of Local 2118 assets, as well as a violation of Brother Robles's fiduciary duty owed to Local 2118, in violation of Article XIX, Section 7(b)(3) of the International Union. Brother Robles should be held accountable for these breaches and underling expenditures because: (1) the expenditures inured personally and primarily to him; and he was responsible for the lack of financial and governance policies, procedures, and controls.

CHARGE TWO - SPECIFIC VIOLATIONS OF THE IBT CONSTITUTION AND LOCAL 2118 BYLAWS

6. Based on the above, Brother Robles violated the following provisions of the **IBT Constitution**:

- A. IBT Oath of Office;
- B. Article II, § 2(a): Membership Pledge of Honor and Loyalty;
- C. Article XIX, § 7(b)(1): Violations of IBT Constitution and Bylaws;

- D. Article XIX, § 7(b)(2): Violation of Oath of Office and Pledge of Loyalty to the International Union and Local 2118;
- E. Article XIX, § 7(b)(3): Breach of fiduciary duty; embezzlement of union funds;
- F. Article XIX, § 7(b)(11): Commission of racketeering acts as defined by applicable, law, including:
 - (1) 29 USC § 501(c)(3), embezzlement of union assets,
 - (2) 18 USC § 1341, mail fraud to embezzle union assets and deprive the Allegiant Air pilot members represented by the IBT and Local 2118 of honest services; and
 - (3) 18 USC § 1343, wire fraud to embezzle union asset and deprive the Allegiant Air pilot members represented by the IBT and Local 2118 of honest services.

7. Additionally, based on the foregoing, Brother Robles violated the following provisions of the **Local 2118 Bylaws**:

- A. Section 15(A), Oath of Office;
- B. Section 20(E), Violation of Duty/Responsibility to Local 2118 and its members;
- C. Section 7(G), failing to enforce the International Constitution, the Local 2118 Bylaws and rules of order; and
- D. Section 7(G), failing to ensure that all Local 2118 officers perform their respective duties.

CHARGE TWO - RELIEF REQUESTED

8. For all the foregoing reasons, I respectfully request the following relief:
- A. That Brother Robles be held guilty of the violations of the IBT Constitution and Local 2118 Bylaws as noted above in this Count Two;
 - B. That Brother Robles be ordered to make Local 2118 whole for all losses incurred by Local 2118 resulting from the violations identified in this Charge Two, including restitution in the amount of **\$157,000** for the amount of Local 2118 assets embezzled, as noted in this Count Two, Paragraphs 3 and 4, above. *Wrong*
 - C. That Brother Robles be expelled from the IBT and its affiliates; and
 - D. Such other relief as is deemed appropriate.

CHARGE THREE:
AGAINST ANDREW ROBLES

CHARGE

Brother Robles violated Article XIX, Section 7(b)(1), (2) and (3) of the International Constitution and Section 15 of the Local 2118 Bylaws by providing for the payment of tens of thousands of dollars from Local 2118's treasury to conceal his embezzlement of Local 2118 assets related to his salary and benefit scheme as outlined in Charge One, above.

BASIS FOR CHARGE THREE

1. Charge One and Charge Two and the allegations set forth therein are incorporated herein by reference.

2. In 2024, after the International Union commenced an audit of Local 2118, Brother Robles spent tens of thousands of Local 2118 assets from the Local 2118 treasury to hire law firms and consultants and paid them to draft policies and contractual provisions designed to retroactively legitimize his illegal salary and benefit scheme and to ensure that he would continue to receive his unapproved salary and benefits. Brother Robles also paid them to draft resolutions for the intent and purpose to retroactively approve and legitimize the unauthorized payments noted in Charge Two, above.

CHARGE THREE - SPECIFIC VIOLATIONS OF THE IBT CONSTITUTION AND LOCAL 2118 BYLAWS

3. Based on the above, Brother Robles violated the following provisions of the **IBT Constitution**:

- A. IBT Oath of Office;
- B. Article II, § 2(a): Membership Pledge of Honor and Loyalty;
- C. Article XIX, § 7(b)(1): Violations of IBT Constitution and Bylaws;
- D. Article XIX, § 7(b)(2): Violation of Oath of Office and Pledge of Loyalty to the International Union and Local 2118;
- E. Article XIX, § 7(b)(3): Breach of fiduciary duty; embezzlement of union funds;
- F. Article XIX, § 7(b)(11): Commission of racketeering acts as defined by applicable, law, including:
 - (1) 29 USC § 501(c)(3). embezzlement of union assets,
 - (2) 18 USC § 1341, mail fraud to embezzle union assets and deprive the Allegiant Air pilot members represented by the IBT and Local 2118 of honest services; and

- (3) 18 USC § 1343, wire fraud to embezzle union asset and deprive the Allegiant Air pilot members represented by the IBT and Local 2118 of honest services.

4. Additionally, based on the foregoing, Brother Robles violated the following provisions of the **Local 2118 Bylaws**:

- A. Section 15(A), Oath of Office;
- B. Section 20(E), Violation of Duty/Responsibility to Local 2118 and its members;

CHARGE THREE - RELIEF REQUESTED

5. For all the foregoing reasons, I respectfully request the following relief:
- A. That Brother Robles be held guilty of the violations of the IBT Constitution and Local 2118 Bylaws as noted above in this Count Three;
 - B. That Brother Robles be ordered to make Local 2118 whole for all losses incurred by Local 2118 resulting from the violations identified in this Charge Three, including the amounts paid to the law firms and consultants he hired to assist him in his efforts to continue and conceal his fraudulent conduct as described in Paragraph 2 of this Charge Three.
 - C. That Brother Robles be expelled from the IBT and its affiliates; and
 - D. Such other relief as is deemed appropriate.

CHARGE FOUR:

**AGAINST RYAN FOGELSANGER, JOSHUA ROCKWOOD, KURT HANSON,
MICHAEL CAWLEY, AND KENNETH SEIDEN**

CHARGE

Brothers Fogelsanger, Rockwood, Hanson, Cawley, and Seiden aided and abetted Brother Robles's Violations as set forth in Charges One, Two, and Three, above and as such violated their own oaths of office and fiduciary responsibilities to Local 2118 and its membership as well as the International Union

BASIS FOR CHARGE FOUR

- 1. Charges, One, Two, and Three, including all the allegations set forth therein, are incorporated herein by reference.
- 2. Brothers Fogelsanger, Rockwood, Hanson, Cawley, and Seiden were members of the Local 2118 Executive Board along with Brother Robles at all times relevant to these charges.

3. Brothers Fogelsanger, Rockwood, Hanson, Cawley and Seiden were all removed from their positions as officers and Local 2118 Executive Board members immediately upon the imposition of an emergency trusteeship over the affairs of Local 2118 on March 19, 2024.

4. As Executive Board members and officers of Local 2118, Brothers Fogelsanger, Rockwood, Hanson, Cawley, and Seiden effectively rubber-stamped and deferred to the wishes and dictates of Brother Robles. In so doing, they deliberately chose not to take any action to prevent and stop Brother Robles's violations as described in Charges One, Two, and Three. Their conduct constitutes knowing and willful acquiesce in, contributing to, and aiding and abetting such violations by Brother Robles. To the extent allowable, therefore, they should be found guilty and held responsible and accountable for Brother Robles's violations as set forth in Charges One, Two, and Three.

CHARGE FOUR - SPECIFIC VIOLATIONS OF THE IBT CONSTITUTION AND LOCAL 2118 BYLAWS

3. Based on the above, Brothers Fogelsanger, Rockwood, Hanson, Cawley and Seiden violated the following provisions of the **IBT Constitution**:

- A. IBT Oath of Office;
- B. Article II, § 2(a): Membership Pledge of Honor and Loyalty;
- C. Article XIX, § 7(b)(1): Violations of IBT Constitution and Bylaws;
- D. Article XIX, § 7(b)(2): Violation of Oath of Office and Pledge of Loyalty to the International Union and Local 2118;
- E. Article XIX, § 7(b)(3): Breach of fiduciary duty by deliberately failing to prevent and stop Brother Robles's violative Conduct as set forth in Charges One, Two, and Three, and aiding and abetting him in the commission of those violations;

4. Additionally, based on the foregoing, Brothers Fogelsanger, Rockwood, Hanson, Cawley and Seiden violated the following provisions of the **Local 2118 Bylaws**:

- A. Section 15(A), Oath of Office;
- B. Section 20(E), Violation of Duty/Responsibility to Local 2118 and its members;

CHARGE FOUR - RELIEF REQUESTED

5. For all the foregoing reasons, I respectfully request the following relief:

- A. That Brothers Fogelsanger, Rockwood, Hanson, Cawley and Seiden be found guilty of the violations of the IBT Constitution and Local 2118 Bylaws as noted above in this Count Three;

- B. That Brothers Fogelsanger, Rockwood, Hanson, Cawley and Seiden be ordered to jointly and severally liable with Brother Robles and make Local 2118 whole for all losses incurred by Local 2118 resulting from the violations identified in Charges One, Two, and Three;
- C. That Brothers Fogelsanger, Rockwood, Hanson, Cawley and Seiden be expelled from the IBT and its affiliates; and
- D. Such other relief as is deemed appropriate.

CHARGE FIVE
**AGAINST ANDREW ROBLES, RYAN FOGELSANGER, JOSHUA ROCKWOOD,
KURT HANSON, MICHAEL CAWLEY, AND KENNETH SEIDEN**

CHARGE

Brothers Robles, Fogelsanger, Rockwood, Hanson, Cawley and Seiden threatened to retaliate against fellow Local 2118 Executive Board Member Ryan Joseph because he complained to the International Union about Brother Robles's conduct in violation of the International Union Constitution and Local 2118 Bylaws and caused the International Union to conduct and internal audit of Local 2118's affairs in early 2014.

BASIS FOR CHARGE FIVE

1. In late 2023 or early 2024, Brother Ryan Joseph, a member of the Local 2118 Executive Board, wrote to the International Union complaining of conduct by Brother Robles that he believed violated the International Union Constitution and the Local 2118 Bylaws.
2. In response to Brother Joseph's complaints, the International Union commenced an internal investigation and audit of Local 2118's affairs.
3. While the International Union's investigation and audit was underway, Brothers Robles, Fogelsanger, Rockwood, Hanson, Cawley, and Seiden devised a plan to get Allegiant Air to fire Brother Joseph from his job as an Allegiant Air pilot. Brother Joseph was not and is not a full-time employee of Local 2118 and is instead a full-time employee of Allegiant Air, the only carrier whose pilots Local 2118 represents. As Brother Rockwood described in conversations with one or more Local 2118 members, this retaliatory plan consisted of Brothers Robles, Fogelsanger, Rockwood, Hanson, Cawley, and Seiden filing charges against Brother Joseph on account of what Brother Rockwood characterized as Brother Joseph's "whistleblowing," and then convening a trial board on which they as Local 2118 Executive Board members would preside, find him guilty and expel him from Local 2118, at which point, they would seek his discharge from employment as an Allegiant Air pilot.

CHARGE FIVE - SPECIFIC VIOLATIONS OF THE IBT CONSTITUTION AND LOCAL 2118 BYLAWS

4. Based on the above, Brothers Robles, Fogelsanger, Rockwood, Hanson, Cawley, and Seiden violated the following provisions of the **IBT Constitution**:

- A. IBT Oath of Office;
- B. Article II, § 2(a): Membership Pledge of Honor and Loyalty;
- C. Article XIX, § 7(b)(1): Violations of IBT Constitution and Bylaws;
- D. Article XIX, § 7(b)(2): Violation of Oath of Office and Pledge of Loyalty to the International Union and Local 2118;
- E. Article XIX, §7(b)(2): retaliating and threatening to retaliate against any member for exercising rights under the International Union Constitution and applicable law, including the right to vote, seek election to office, support the candidate of one's choice, and participate in the affairs of the union.

5. Additionally, based on the foregoing, Brothers Fogelsanger, Rockwood, Hanson, Cawley and Seiden violated the following provisions of the **Local 2118 Bylaws**:

- A. Section 15(A), Oath of Office;
- B. Section 20(E), Violation of Duty/Responsibility to Local 2118 and its members;

CHARGE FIVE - RELIEF REQUESTED

6. For all the foregoing reasons, I respectfully request the following relief:

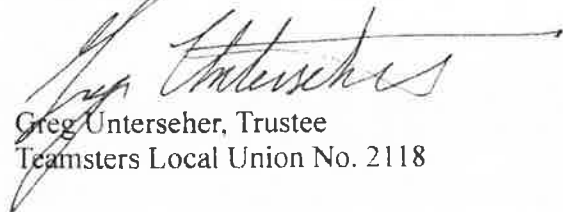
- A. That Brothers Robles, Fogelsanger, Rockwood, Hanson, Cawley and Seiden be found guilty of Charge Five;
- B. That Brothers Fogelsanger, Rockwood, Hanson, Cawley and Seiden be expelled from the IBT and its affiliates; and
- C. Such other relief as is deemed appropriate.

Mr. Sean O'Brien, General President
August 2, 2024
Page 16 of 16

**REQUEST THAT THE GENERAL PRESIDENT
EXERCISE ORIGINAL JURISDICTION OVER THESE CHARGES**

Finally, given the serious nature of the above charges, as well as the fact that Local 2118 is under trusteeship, I request that you exercise original jurisdiction over this matter pursuant to Article XIX, Section 11 of the International Union Constitution, and that you convene a panel to hear charges.

Fraternally,



Greg Unterseher, Trustee
Teamsters Local Union No. 2118

Cc: Andrew Robles
Ryan Fogelsanger
Joshua Rockwood
Kurt Hanson
Michael Cawley
Kenneth Seiden



September 3, 2024

VIA E-MAIL (BARBARA.JONES@BRACEWELL.COM)

J. Bruce Maffeo

Direct Phone 212-883-4951
Direct Fax 917-521-5866
jbmaffeo@cozen.com

Karen D. Williams

Direct Phone 202-304-1452
Direct Fax 202-540-9682
kwilliams@cozen.com

Hon. Barbara S. Jones (Ret.)
Bracewell LLP
1251 Avenue of the Americas 49th Floor
New York, New York 10020

Re: IBT Internal Charges against Capt. Andrew Robles and Other Local 2118 Officers

Dear Judge Jones:

We represent Captain Andrew Robles, the twice elected president of IBT Local Union 2118 ("Local 2118"), who was summarily removed in March of this year by IBT General President Sean O'Brien after the latter imposed an emergency trusteeship on the Local. On August 16, 2024, O'Brien assumed original jurisdiction of charges filed by his appointed trustee, Greg Unterseher, against Robles and five (5) other members of the former Local 2118 executive board for various asserted violations of the IBT Constitution. In a raw exercise of political power punctuated with threats of a criminal referral, O'Brien scheduled a hearing for September 10-11 on the charges before a panel that he handpicked and has denied Robles and the others charged the right to any meaningful discovery of the evidence to be offered at that hearing, much less an adequate opportunity to review the same or allow counsel to participate in the hearing. Because O'Brien's actions call into serious question his or the IBT's ability to conduct a fair and impartial hearing, we write to request that, pursuant to your plenary authority under Paragraph 30 of the Final Order, you assume jurisdiction over the matter and adjourn the hearing pending your decision.

Background

Local 2118 represents pilots at Allegiant Air and was granted its own charter March 2020 after an overwhelming majority of the Allegiant pilots petitioned former General President James P. Hoffa to separate from IBT Local Union 1224 ("Local 1224"). In letters to Hoffa and David Bourne, then head of the IBT's Airline Division, requesting to form their own local, Robles and other Allegiant pilots complained about Local 1224's deteriorating financial condition, which was aggravated by the recent departure of pilots from Atlas Air, and the Local's failure to adequately represent the Allegiant pilots in their grievances and contract negotiations with the company. Much of the Allegiant pilots' dissatisfaction was directed toward Unterseher, then a business agent for Local 1224, and attorney Edward Gleason, Local 1224's then principal

**Charging Party's
Exhibit 2**

outside counsel, whom they held primarily responsible for the deterioration in the Local's affairs. After taking office as General President in 2022, O'Brien appointed Gleason as IBT General Counsel, a position he held until last year.

After being granted its own charter, Local 2118 was placed under organizational trusteeship under the supervision of Captain Scott Hegland, an experienced pilot and union officer who had participated in numerous negotiations on behalf of the IBT and, before that, the Air Line Pilots Association ("ALPA"), another union that represents pilots. Robles was appointed as assistant trustee and worked under Hegland's direction.

Local 2118's first election occurred in December 2021, and Robles was elected president and principal officer. The other members of his executive board included Ryan Fogelsanger, Ryan Joseph, Joshua Rockwood, Michael Cawley, Kurt Hanson, and Erick Valenzuela. Thereafter, the Local was notified of its release from trusteeship by Hoffa, with the change in status taking effect January 1, 2022.

Although the Local's by-laws stipulate a three-year term for elected officers, Robles and his executive board received conflicting guidance in October 2023 from the IBT Airline Division and the IBT legal department, then headed by Gleason, regarding when the next election was required. On October 26, 2023, O'Brien reversed earlier guidance from the IBT's Airline Division and stated that a new election would have to be held by year's end. Scrambling against the unexpected directive to hold an election on such short notice, Robles and his executive board were opposed by a well-organized slate with suspected ties to Unterseher. Notwithstanding the abbreviated deadline, Robles and his slate were reelected in late December of last year.

Within two weeks of the election, the IBT initiated an audit of the Local that continued over the course of the next two months. Robles and his executive board cooperated fully with the IBT auditors, responding to all inquiries, providing copies of requested documentation and agreeing to implement suggested changes. Despite these efforts and the undisputed facts that under Robles' leadership, the Local was financially solvent with over \$8 million in cash, and on the verge of successfully renegotiating its contract with Allegiant, O'Brien imposed an emergency trusteeship on March 15, 2024, and appointed Unterseher as trustee. Gleason was promptly retained by Unterseher as his counsel. Robles and his executive board were summarily removed from office and denied access to their files, including emails. The sole surviving executive board officer was Ryan Joseph, the secretary-treasurer, who was kept on by Unterseher. Over the following months, Unterseher issued repeated public references to the International's "investigation" of Robles and the executive board, claiming that it involved unnamed violations of federal criminal law.

On August 2, 2024, Unterseher filed a set of charges against Robles and other members of his executive board (except Joseph) and requested that O'Brien take "original jurisdiction" of the matter, a procedural mechanism that effectively gave O'Brien unilateral authority to appoint the panel members and approve their decision. In what appears to be a choreographed move, on August 16, 2024, O'Brien "adopted the charges and scheduled a hearing in Las Vegas on September 10-11. *See* Exhibit A. By returning internal charges filed by his handpicked trustee rather than referring them to the Independent Investigations Officer for investigation, O'Brien

denied Robles and the others charged with a right to be represented by counsel, much less anything approaching a fair and impartial hearing.

By letter dated August 26, 2024, counsel for Robles and two other members of the board also charged, Captains Kenneth Seiden and Ryan Fogelsanger, wrote to the current IBT General Counsel, David Suetholz, and requested that the IBT provide them with a narrowly drawn list of documents material to their defense, notably including copies of the exhibits in support of the charges. The letter also requested an adjournment of the hearing date to afford them an adequate opportunity to review the requested materials and prepare for the hearing. The IBT acknowledged receipt of the letter on August 27 and replied by letter on August 29, providing only the transcript (including exhibits) of the initial trusteeship hearing held in April of this year. The evidence and exhibits of the trusteeship hearing represent only a preliminary review of the IBT's investigation, as evidenced by Unterseher's own comments that "much more evidence exists than we have presented at this hearing today" and "there is no doubt much more will be uncovered as the trusteeship and audit continue." April 27, 2024 Hr'g Tr. 74-75. In its August 29th letter, the IBT denied Robles' other document requests, including copies of the exhibits to be introduced at the hearing to support the charges, and an adjournment of the September 10th hearing.¹ (Copies of the correspondence are attached collectively as Exhibit B.)

The Charges

The primary charge against Robles and the others concerns the Local's reimbursement of Robles' flight pay loss ("FPL") as a senior pilot given his full-time work as the Local's principal officer. Pilots' pay is based primarily upon (a) the pilot's seniority and (b) the calculated time earned by the pilot or check airman while on duty and for certain non-flying duties, referred to as pay credit hours ("PCH"), as outlined in the contract with Allegiant. That contract specifically allowed for one (1) member to be placed on long-term FPL and paid four (4) PCH per day. Robles transitioned to long-term FPL effective February 2022, which was approved before Local 2118 was notified of its release from organizational trusteeship. Robles' compensation was discussed with and agreed to by Trustee Hegland, based on a comparison with the monthly PCH of other senior Allegiant pilots and considerably less than, full-time union representatives at other airlines. After the Local was released from trusteeship, and in accordance with the Local's bylaws, which vest the executive board with authority to approve the president's compensation, Robles' continued to receive long-term FPL with the full knowledge of and acquiescence by the members of the rest of the executive board, including Joseph. Indeed, Robles' FPL was openly discussed in at least one of the Local's quarterly meetings that was recorded. Earlier this year after the IBT auditors questioned the completeness of some of the Local's record keeping, Robles and the executive board, Joseph excepted, formally ratified the pay arrangement.

The balance of other charges against Robles are a mishmash of claimed record keeping violations, primarily consisting of (1) missing expense reports, the bulk of which were provided to the IBT auditors during their review, (2) questioned credit card charges that were explained to the auditors and subsequently approved by the Local's executive board, and (3) the Local's

¹ IBT counsel suggested that Robles could request a continuance at the hearing if the "allotted time" is insufficient to review and respond. The likelihood of such a request being granted is remote given the IBT's position—in the same letter—that he is not entitled to *any* discovery.

retention of law firms to advise the Local in resolving issues raised by the auditors—a patently frivolous charge, given Unterseher’s own actions in promptly retaining Gleason as his legal counsel after his appointment as trustee.

Argument

Although the IBT Constitution and federal law allow for the type of internal charging procedures employed in this case,² their capacity for abuse is both self-evident and well recognized. *See* 29 U.S.C. § 411(a)(5) (“No member of any labor organization may be ... disciplined ... unless such member has been (A) served with written specific charges; (B) given a reasonable time to prepare his defense; (C) afforded a full and fair hearing.”). And while the Second Circuit has held that “[n]ot all of the due process protections available in the federal courts apply to union disciplinary proceedings,” nonetheless proceedings must adhere “to the ‘basic principles of due process.’” *United States v. IBT (Carey & Hamilton)*, 247 F.3d 370, 385 (2nd Cir. 2001) (citations omitted). Notably, the *Carey* case involved a review of the IRB proceedings brought against him, in which he had been represented by counsel as allowed for under the Consent Decree. Here, as previously noted, Robles has both been denied the right to counsel *and* discovery of the evidence to be offered in support of the charges, as well as relevant material evidence, all of which are within the custody and control of the IBT.

The potential for abuse of internal union proceedings such as this is explicitly recognized in paragraph 30 of the Final Order, which, as you are aware, extends the IRO’s authority to all that “the General President, General Secretary-Treasurer, and General Executive Board are authorized” and “to review decisions by the Union with respect to recommended charges, to impose discipline, [and] to review trusteeships imposed by the IBT over affiliates and to recommend trusteeships to be imposed by the IBT over affiliates.” *United States v. IBT et al.*, No. 1:88-cv-04486-LAP (S.D.N.Y.), ECF No. 4414 (Feb. 17, 2015). The breadth of this authority was clearly intended to address situations such as this where the IBT’s exercise of its authority is motivated by apparently political considerations and otherwise inconsistent with the spirit and intent of the reforms established by the Consent Decree.

For the foregoing reasons, Captain Robles requests that you assume jurisdiction over this matter and adjourn the hearing pending your decision.

Respectfully submitted,

COZEN O’CONNOR

/s/ Bruce Maffeo

By: J. Bruce Maffeo
Karen D. Williams

² *See e.g. N.L.R.B. v. J. Weingarten*, 420 U.S. 251 (1975).

Hon. Barbara S. Jones (Ret.)

September 3, 2024

Page 5

cc: David Suetholz, IBT General Counsel
Lisa Pau, IBT Associate General Counsel
Deborah Colson, counsel to Kenneth Seiden (*also charged*)
Patrick Szymanski, counsel to Ryan Fogelsanger (*also charged*)

Exhibit A

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

SEAN M. O'BRIEN

General President

25 Louisiana Avenue, NW
Washington, DC 20001



FRED E. ZUCKERMAN

General Secretary-Treasurer

202-624-6800
www.teamster.org

August 16, 2024

VIA UPS 2nd DAY AIR and EMAIL TO: FLIGHTWATCHER@gmail.com

Mr. Andrew Robles
3524 N. 201st Lane
Buckeye, AZ 85396

Re: Article XIX Charges and Election Protests
Involving Members and Officers of Teamsters Local Union No. 2118

Dear Sir and Brother:

This revises a letter sent to you on August 15, 2024. You are hereby advised that internal union charges have been filed against you by Teamsters Local Union No. 2118 Trustee Greg Unterseher. Pursuant to Article XIX, Section 11(a) and (b) of the International Constitution, I assumed original jurisdiction over these charges on August 3, 2024. Copies of the charges are enclosed. Of the enclosed charges, Charges One, Two, Three, and Five are brought against you.

Furthermore, I have appointed a panel to hear these charges. The hearing will be held on Tuesday, September 10, and Wednesday, September 11, 2024, commencing at 9:00 am (PST). The hearing will be held at the Hilton Garden Inn City Center in Las Vegas, located at 4655 Dean Martin Drive, Las Vegas, NV 89103.

Fraternally yours,

A handwritten signature in black ink, appearing to read "Sean M. O'Brien".

Sean M. O'Brien
General President

SMO/dsv

Enclosures

cc: Independent Review Board
Mr. Chris Griswold, President, Teamsters Joint Council No. 42 *(Via Email)*
Mr. Greg Unterseher, Trustee, Teamsters Local Union No. 2118 *(Via Email)*
Mr. Ed Gleason, Esq., Herzfeld, Suetholz, Gastel, Leniski & Wall, PLLC *(Via Email)*
Mr. Fred Zuckerman, General Secretary-Treasurer
Mr. David O'Brien Suetholz, General Counsel

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

SEAN M. O'BRIEN

General President

25 Louisiana Avenue, NW
Washington, DC 20001



FRED E. ZUCKERMAN

General Secretary-Treasurer

202-624-6800
www.teamster.org

August 2, 2024

BY UPS Next Day Air & Regular Mail

Mr. Sean O'Brien General President
International Brotherhood of Teamsters
25 Louisiana Ave. NW
Washington, DC 20001

Re: Internal Union Charges against Andrew Robles, Ryan Fogelsanger, Joshua Rockwood, Kurt Hanson, Michael Cawley, and Kenneth Seiden

Dear Sir & Brother:

I hereby charge Andrew Robles, Ryan Fogelsanger, Joshua Rockwood, Kurt Hanson, Michael Cawley, and Kenneth Seiden, all of whom were members of Teamsters Local Union No. 2118 ("Local 2118") and former executive board members of Local 2118 at all times relevant hereto. These charges allege violations of the Local 2118 Bylaws and the Constitution of the International Brotherhood of Teamsters ("IBT").

By way of background, Local 2118 represents the pilots employed by Allegiant Air, Inc. ("Allegiant Air"). It was established as a separately chartered local affiliate of the International Brotherhood of Teamsters in or about May 2020, and released from administrative trusteeship effective January 1, 2022. Upon release from administrative trusteeship, Local 2118 became an autonomous affiliate of the International Union, subject to the Constitution, policies, and rules of the International Union and the Local 2118 Bylaws.

While Local 2118 was under administrative trusteeship during the period from 2020 to 2022, Brother Robles served as the Assistant Trustee of Local 2118 and in that capacity, he assisted Scott Hegland, the Trustee appointed by former President Hoffa to conduct the affairs of Local 2118 while it was in administrative trusteeship.

In anticipation of a release from trusteeship set for early 2022, in late 2021, the Temporary Trustee appointed by then International President James P. Hoffa conducted an election of Local 2118 officers who would assume office on the effective date of the release. In that election, Brother Robles was elected by Local 2118's membership to serve as Local 2118's President and Principal Officer. He assumed his office and responsibilities as President and Principal officer of Local 2118

effective January 1, 2022, the effective date of Local 2118's release from administrative trusteeship. In his capacity as President and Principal Officer of Local 2118, Brother Robles was a member of the Local 2118 Executive Board and served as its chairperson. Brother Robles's fellow Local 2118 Executive Board members were also elected in late 2021 and assumed office effective January 1, 2022. Shortly thereafter, in the waning days of the Hoffa administration, Mr. Hegland and other officials from the Hoffa administration, including now former Airline Division Director David Bourne, became paid consultants for Local 2118, working at the pleasure of Local 2118 and Brother Robles.

Brother Robles and the entire Local 2118 Executive Board were removed from office upon imposition of an emergency trusteeship over the affairs of Local 2118 on March 19, 2024. Based on my investigation of Local 2118, I hereby bring the following charges:

CHARGE ONE:
AGAINST ANDREW ROBLES

CHARGE:

Brother Robles defrauded and embezzled approximately \$175,000 from Local 2118 by developing and implementing an illegal scheme to pay himself compensation and benefits that were not established nor authorized by Local 2118 and its Executive Board.

BASIS FOR CHARGE ONE:

1. Brother Robles devised a scheme to defraud and embezzle union funds from Local 2118. Brother Robles's scheme consisted of two key parts whereby:

A. He designated himself as the sole full time elected individual who would be entitled to "Long Term Union Business";

B. He falsely claimed entitlement to Flight Pay Loss, and did in fact receive such pay, from Allegiant Air on account of his status as an individual on Long Term Union Business;

C. He directed that Local 2118 reimburse Allegiant Air for its direct payment of such Flight Pay Loss, which reimbursement was in fact paid by Local 2118 to Allegiant Air; and

D. Without seeking approval from the Local 2118 Executive Board, he inflated the number of Flight Loss hours to which he claimed payment directly from Allegiant Air and caused reimbursement to Allegiant Air by Local 2118.

2. By way of further detail, the CBA provides for "Short Term Union Business" and "Long Term Union Business" leaves.

3. With respect to Long Term Union Business, Allegiant Air is contractually required to grant such leave only to one (1) Allegiant Air pilot who has accepted a full-time elected position with Local 2118 or the IBT.

4. Like Allegiant Air pilots who are on Short Term Union Business, pilots on Long Term Business accrue seniority and longevity and sick leave under the CBA. They are also contractually entitled to receive all other benefits covered by the CBA on the same basis as active pilots, including continued participation in Allegiant's travel pass policy, retirement plan and, provided he or she continues to pay his or her portion of the premiums, Allegiant's health and welfare plan.

5. Pilots on Short Term and Long Term Union Business are paid Flight Pay Loss directly from Allegiant Air.

6. Some, but not all, types of Flight Pay Loss paid by Allegiant Air are subject to the contractual requirement that Local 2118 reimburse Allegiant for the amount of Flight Pay Loss, plus twenty-three percent (23%) to cover Allegiant's uninterrupted provision of benefits to the affected pilots during the Union Business leave. Such Flight Pay Loss reimbursement and payments are referenced to herein as "reimbursable Flight Pay Loss." (Other types of Flight Pay Loss, such as "administrative duty" for the benefit of Allegiant Air, are not subject to reimbursement by Local 2118 and, therefore, do not constitute Reimbursable Flight Pay Loss).

A. Except as noted in subparagraph "B," below, Local 2118's contractual obligation to pay Reimbursable Flight Pay Loss is limited to situations in which pilots must "drop" flight(s) from their schedules in order to perform Union Business.

B. Local 2118 is also contractually required to pay Reimbursable Flight Pay Loss to Allegiant in circumstances where a pilot knows his or her Union Business days in advance of Allegiant Air's distribution of its monthly "bid packages" to its pilots for purposes of bidding their monthly schedules. (Bid packages are bid forms containing the number of bid lines and the names of each Allegiant Air pilot who is "qualified" to bid during the monthly bid period). In such cases, the affected pilot notifies Allegiant Air of the existence of those days and Allegiant Air blocks those dates from the affected pilot's monthly schedules. Such blocked days are referred to as "pre-award Union Business days that have been blocked as a known absence" The amount of such pre-award Union Business days that have been blocked as a known absence payable to the affected pilot is 4 paid credit hours. Pilots whose known pre-award know absences for Union Business are blocked from their schedules, however, are expected to fly the remaining trips assigned to them on their schedules.

7. Section 16(E) (3) of the Local 2118 Bylaws provides that the Local 2118 President is "responsible for approving or denying Flight Pay Loss for Union Business, officers, Stewards and members who receive FPL [Flight Pay Loss] reimbursement from Local 2118, either directly or [indirectly] via Allegiant Air."

8. The CBA's Reimbursable Flight Pay Loss provisions were never intended to apply, and in fact are not applicable, to situations where an elected full-time official of Local 2118 ceases to perform all flying for Allegiant Air for the duration of his or her elected term of office. In those situations, while that official continues to accrue seniority and longevity and remains eligible for CBA-provided benefits coverage, the payment and provision of his or her full-time compensation and benefits for serving as an elected Local 2118 official are the sole responsibility of Local 2118. As provided in Section 14(A)(2) of the Local 2118 Bylaws, moreover, Local 2118's Executive Board is responsible for setting that official's salary and any additional, non-CBA provided benefits.

9. A full-time elected official of Local 2118 can maintain his regulatory currency and qualification to serve as a legal pilot/crewmember on Allegiant Air airplanes by attending Allegiant Air flight simulator training classes and other required classes, and check-rides. Such training is compensable by Allegiant Air, but it does not constitute Reimbursable Flight Pay Loss.

10. In or about October 2021, Brother Robles was no longer permitted to legally serve as a pilot/crewmember on Allegiant Air's airplanes because he did not maintain his federal regulatory currency and qualifications to do so. Consequently, since at least November 2021 through March 19, 2024, the day he was removed as President and principal officer of Local 2118, he was not eligible for Reimbursable Flight Pay Loss for the simple fact that he was no longer legally permitted eligible to serve as a pilot/crewmember on Allegiant Air's airplanes and, therefore could not and did not lose any flight hours while performing Union Business.

12. Since at least November 2021, through March 19, 2024, Brother Robles inappropriately and falsely claimed and received Reimbursable Flight Pay Loss directly from Allegiant Air.

13. For the months of November and December 2021, while Local 2118 remained under administrative trusteeship, then Local 2118 Trustee Hegland either approved Brother Robles's falsely claimed Reimbursable Flight Pay Loss or Brother Robles, as Local 2118's then Assistant Trustee, approved his own falsely claimed Reimbursable Flight Pay Loss. Regardless of which of them approved Brother Robles's falsely claimed Reimbursable Flight Pay Loss, Mr. Hegland and Brother Robles caused Local 2118 to reimburse/pay Allegiant those falsely claimed amounts, plus an additional 23% to cover Brother Robles's uninterrupted CBA-provided benefits maintained by Allegiant Air.

14. When Brother Robles and his fellow Local 2118 Executive Board members assumed their offices upon Local 2118's release from administrative trusteeship effective January 1, 2022, Brother Robles directly approved his falsely claimed monthly Reimbursable Flight Pay Loss and ensured that Local 2118 reimbursed/paid Allegiant Air his falsely claimed monthly Reimbursable Flight Pay Loss amounts plus additional 23% to cover his uninterrupted CBA-provided benefits maintained by Allegiant Air. This continued until Brother Robles and his fellow Local 2118 Executive Board members were removed from office on March 19, 2024, when Local 2118 was placed into emergency trusteeship.

15. Commencing with the month of March 2022, shortly after Local 2118 had been released from administrative trusteeship, Brother Robles unilaterally increased the number of monthly Reimbursable Flight Pay Loss hours he claimed to have incurred. Specifically, beginning with the month of March 2022, and ending in March 2024, Brother Robles claimed and approved for himself 120 Flight Pay Loss hours each month except for months in which he claimed vacation hours, which were paid directly by Allegiant Air. This figure of 120 hours not only exceeded the monthly number of hours an average pilot flies for Allegiant Air, but also substantially exceeded the monthly number of hours Brother Robles worked as an Allegiant Air pilot when he was actually performing work for Allegiant as a pilot. Brother Robles's unilateral increase in the number of monthly hours he claimed as Reimbursable Flight Pay Loss hours caused him to receive substantially more Reimbursable Flight Pay Loss pay from Allegiant Air. Brother Robles neither sought nor obtained authorization from the Local 2118 Executive Board to increase his purported Reimbursable Flight Pay Loss hours, which led to his receipt of substantially greater compensation than he had been receiving up to that time.

16. On information and belief, Allegiant Air paid Brother Robles electronically, via direct deposit. Local 2118 reimbursed/paid Allegiant Air for Brother Robles's falsely claimed Reimbursable Flight Pay Loss and benefits coverage by check and mailed those checks to Allegiant Air.

17. Because Brother Robles was not eligible to receive Reimbursable Flight Pay loss during the period commencing no later than November 1, 2021, and ending March 19, 2024, the payments he received directly from Allegiant Air for which Local 2118 then fully reimbursed Allegiant Air constitute salary and benefits. While Local 2118 was under administrative trusteeship, Trustee Hegland did not establish and approve a salary and benefits for Brother Robles. Trustee Hegland instead permitted Robles to set his own salary and benefits by falsely claiming that they constituted Reimbursable Flight Pay Loss. Likewise, after Local 2118 was released from administrative Trusteeship effective January 1, 2022, Local 2118's Executive board did not establish and approve a salary and benefits for Brother Robles. Brother Robles instead continued to set his own salary and benefits without approval from Local 2118's Executive Board by continuing to falsely claim Reimbursable Flight Pay Loss.

18. Additionally, since at least January 2022, when Local 2118 was no longer under administrative trusteeship and its Bylaws went into effect, Brother Robles's compensation and benefits, which, as explained above, should have been paid solely by Local 2118, was never established by nor approved by Local 2118's Executive Board.

A. Instead, through the Reimbursed Flight Pay Loss scheme described above, Brother Robles circumvented the requirement set forth in Section 14(A)(2) of Local 2118's Bylaws mandating that the Local 2118 Executive Board must establish the salaries of Local 2118's officers, Business Agents, and employees;

B. In so doing, he also circumvented Section 14(A)(2)'s requirement that Local 2118's Executive Board must establish the allowances, direct and indirect disbursements,

expenses, and reimbursement of expenses for Local 2118's officers, Business Agents, and employees;

C. In so doing, he also circumvented Section 14(A)(2)'s requirement that changes in the salaries, allowances, or expenses of the officers, employees and Business Agents of Local 2118 shall be specifically set forth in the minutes of the Executive Board meeting at which such changes are approved.

By intentionally circumventing the requirements set forth in Section 14(A)(2), Brother Robles avoided a risk that a majority of the Executive Board would not authorize and approve the salary and benefits he believed he was worth and that Local 2118 should pay him.

19. Accordingly, based on the above:

A. During the period commencing no later than November 1, 2021 and ending December 31, 2021, through the Reimbursable Flight Pay Loss scheme described above, Brother Robles fraudulently procured Reimbursable Flight Pay Loss and continued CBA-provided benefits coverage, directly from Allegiant Air and secured Local 2118's reimbursement/payment of those amounts to Allegiant Air. The end result of those reimbursements/payments is that Brother Robles embezzled Local 2118 monies by false pretenses.

B. During the period from January, 2022 through March 19, 2024, through the Reimbursable Flight Pay Loss scheme described above, Brother Robles fraudulently procured Reimbursable Flight Pay Loss and continued CBA-provided benefits coverage, directly from Allegiant Air and secured Local 2118's reimbursement/payment of those amounts to Allegiant Air. The end result of those reimbursements/payments is that Brother Robles embezzled Local 2118 monies by false pretenses.

20. During the period commencing from November 1, 2021, through March 19, 2024, Brother Robles falsely claimed and received Reimbursable Flight Pay Loss from Allegiant Air in the aggregate amount of \$798,729.84, based upon an aggregate of 3,144 flight pay loss hours over that period of time. Brother Robles directed Local 2118 to reimburse Allegiant Air in the amount of \$798,929.84 for the Flight Pay Loss, plus an additional 23% (\$183,707.86) to reimburse Allegiant Air for its uninterrupted provision of benefits provided under the CBA. All told, Brother Robles directed that Local 2118 reimburse Allegiant Air in the aggregate amount of **\$982,437.70** to cover Brother Robles's falsely claimed Reimbursable Flight Pay Loss for the period commencing November 1, 2021, through March 19, 2024.

CHARGE ONE - SPECIFIC VIOLATIONS OF IBT CONSTITUTION AND LOCAL 2118 BYLAWS

21. Based on the above, Brother Robles violated the following provisions of the **IBT Constitution**:

- A. IBT Oath of Office;
- B. Article II, § 2(a): Membership Pledge of Honor and Loyalty;

- C. Article XIX, § 7(b)(1): Violations of IBT Constitution and Bylaws;
- D. Article XIX, § 7(b)(2): Violation of Oath of Office and Pledge of Loyalty to the International Union and Local 2118;
- E. Article XIX, § 7(b)(3): Breach of fiduciary duty; embezzlement of union funds;
- F. Article XIX, § 7(b)(11): Commission of racketeering acts as defined by applicable law, including:
 - (1) 29 USC § 501(c)(3), embezzlement of union assets,
 - (2) 18 USC § 1341, mail fraud to embezzle union assets and deprive the Allegiant Air pilot members represented by the IBT and Local 2118 of honest services; and
 - (3) 18 USC § 1343, wire fraud to embezzle union asset and deprive the Allegiant Air pilot members represented by the IBT and Local 2118 of honest services.

23. Additionally, based on the foregoing, Brother Robles violated the following provisions of the **Local 2118 Bylaws**:

- A. Section 15(A), Oath of Office;
- B. Section 20(E), Violation of Duty/Responsibility to Local 2118 and its members;
- C. Section 14(A)(2), Usurping authority of the Local 2118 Executive Board to establish and authorize the payment and provision of salaries and benefits;
- D. Section 7(G), failing to enforce the International Constitution, the Local 2118 Bylaws and rules of order; and
- E. Section 7(G), failing to ensure that all Local 2118 officers perform their respective duties.

CHARGE ONE - RELIEF REQUESTED

24. For all the foregoing reasons, I respectfully request the following relief:

- A. That Brother Robles be held guilty of the violations of the IBT Constitution and Local 2118 Bylaws as noted above;
- B. That Brother Robles be ordered to make Local 2118 whole for all losses incurred by Local 2118 resulting from the violations identified in this Charge One, including the payment of \$982,437.70, for the amount of Local 2118 assets he embezzled;

- C. That Brother Robles be expelled from the IBT and its affiliates; and
- D. Such other relief as is deemed appropriate.

CHARGE TWO:

AGAINST ANDREW ROBLES

CHARGE

In violation of Local 2118 Bylaws, as well as International Union policies, procedures, and rules, Brother Robles willfully refused to develop and implement financial, administrative, and governance policies required by the International Union of all local union affiliates. In so doing, Brother Robles deprived the Local 2118 membership of their right to faithful and honest services and enabled him to personally enrich himself at the expense of Local 2118 and its membership.

BASIS FOR CHARGE TWO

1. As Local 2118's only full-time elected officer, Brother Robles imposed a culture of indifference and neglect of duty with respect to the development, implementation, and adherence to financial and governance policies and procedures required by the International Union of all local union affiliates. For example, Local 2118:

- A. Lacked financial procedures manuals, including travel and expense policies;
- B. Failed to abide by directives of the office of International Union's Secretary-Treasurer regarding the monthly audit of Local 2118's books and records by Local 2118's trustees;
- C. Failed to develop policies and procedures regarding the administration of Local 2118, including record retention and protection policies and procedures and electronic access and security procedures and protocols with respect to electronic records; and
- D. Did not adhere even to the most basic governance requirements relating to the conduct of Local 2118 Executive Board and general membership meetings and the development, adoption and preservation of meeting minutes and resolutions.

Brother Robles also discouraged and disapproved expenditures for Local 2118 officers and staff to attend International Union training classes regarding financial and governance.

2. Having created and fostered this environment, Brother Robles then capitalized on the financial, administrative, and governance weaknesses inherent in it, such that he was able to conduct the day-to-day operations of Local 2118 without interference and oversight, and where he

was able to effectively silence or simply prevent any challenges from Local 2118 Executive Board and/or the general membership regarding his actions.

3. The consequences of Brother Robles' construction of an inadequate and unchecked financial, administrative, and governance structure became evident shortly after the International Union commenced an audit of Local 2118 in early 2024. In this regard, the International Union's audit team discovered approximately six hundred instances of missing receipts, unapproved expenditures, and inappropriate credit card charges totaling more than **\$157,000**. These expenditures included: high-ticket items such as union meetings and parties at nightclubs and casinos, hotel room upgrades and alcohol; advanced computing, audio, and visual equipment primarily used by Brother Robles at his home in Arizona; professional photographer headshots of officers, including Brother Robles that he used in various publications, including campaign material that he used as a candidate for office in Local 2118's officers election in late 2023; as well as such trivial items charged by officers, including Brother Robles, for toiletries, lip balm, dry cleaning and Dayquil.

4. Brother Robles's intentional disregard of International Union financial policies is also starkly revealed by his practice of exclusively using his personal credit card to make purchases ostensibly on behalf of Local 2118 and then causing Local 2118 to pay the bank/credit card company. Brother Robles deliberately engaged in this practice despite having received an express directive from the office of the International General Secretary-Treasurer that such a practice was forbidden. In so doing, Brother Robles accumulated over a million points on his credit card, which he exclusively controlled and subsequently used to purchase expensive items serving no conceivable union-related purpose while also enhancing his personal credit rating at a time when, on information and belief, he was building a large, expensive home in Arizona.

5. The improper and unauthorized expenditures identified above, as well as his scheme involving the use of his private credit card, constitute embezzlement or conversion of Local 2118 assets, as well as a violation of Brother Robles's fiduciary duty owed to Local 2118, in violation of Article XIX, Section 7(b)(3) of the International Union. Brother Robles should be held accountable for these breaches and underlying expenditures because: (1) the expenditures inured personally and primarily to him; and he was responsible for the lack of financial and governance policies, procedures, and controls.

CHARGE TWO - SPECIFIC VIOLATIONS OF THE IBT CONSTITUTION AND LOCAL 2118 BYLAWS

6. Based on the above, Brother Robles violated the following provisions of the **IBT Constitution**:

- A. IBT Oath of Office;
- B. Article II, § 2(a): Membership Pledge of Honor and Loyalty;
- C. Article XIX, § 7(b)(1): Violations of IBT Constitution and Bylaws;

- D. Article XIX, § 7(b)(2): Violation of Oath of Office and Pledge of Loyalty to the International Union and Local 2118;
- E. Article XIX, § 7(b)(3): Breach of fiduciary duty; embezzlement of union funds;
- F. Article XIX, § 7(b)(11): Commission of racketeering acts as defined by applicable, law, including:
 - (1) 29 USC § 501(c)(3), embezzlement of union assets.
 - (2) 18 USC § 1341, mail fraud to embezzle union assets and deprive the Allegiant Air pilot members represented by the IBT and Local 2118 of honest services; and
 - (3) 18 USC § 1343, wire fraud to embezzle union asset and deprive the Allegiant Air pilot members represented by the IBT and Local 2118 of honest services.

7. Additionally, based on the foregoing, Brother Robles violated the following provisions of the **Local 2118 Bylaws**:

- A. Section 15(A), Oath of Office;
- B. Section 20(E), Violation of Duty/Responsibility to Local 2118 and its members;
- C. Section 7(G), failing to enforce the International Constitution, the Local 2118 Bylaws and rules of order; and
- D. Section 7(G), failing to ensure that all Local 2118 officers perform their respective duties.

CHARGE TWO - RELIEF REQUESTED

- 8. For all the foregoing reasons, I respectfully request the following relief:
 - A. That Brother Robles be held guilty of the violations of the IBT Constitution and Local 2118 Bylaws as noted above in this Count Two;
 - B. That Brother Robles be ordered to make Local 2118 whole for all losses incurred by Local 2118 resulting from the violations identified in this Charge Two, including restitution in the amount of **\$157,000** for the amount of Local 2118 assets embezzled, as noted in this Count Two, Paragraphs 3 and 4, above.
 - C. That Brother Robles be expelled from the IBT and its affiliates; and
 - D. Such other relief as is deemed appropriate.

CHARGE THREE:
AGAINST ANDREW ROBLES

CHARGE

Brother Robles violated Article XIX, Section 7(b)(1), (2) and (3) of the International Constitution and Section 15 of the Local 2118 Bylaws by providing for the payment of tens of thousands of dollars from Local 2118's treasury to conceal his embezzlement of Local 2118 assets related to his salary and benefit scheme as outlined in Charge One, above.

BASIS FOR CHARGE THREE

1. Charge One and Charge Two and the allegations set forth therein are incorporated herein by reference.

2. In 2024, after the International Union commenced an audit of Local 2118, Brother Robles spent tens of thousands of Local 2118 assets from the Local 2118 treasury to hire law firms and consultants and paid them to draft policies and contractual provisions designed to retroactively legitimize his illegal salary and benefit scheme and to ensure that he would continue to receive his unapproved salary and benefits. Brother Robles also paid them to draft resolutions for the intent and purpose to retroactively approve and legitimize the unauthorized payments noted in Charge Two, above.

CHARGE THREE - SPECIFIC VIOLATIONS OF THE IBT CONSTITUTION AND LOCAL 2118 BYLAWS

3. Based on the above, Brother Robles violated the following provisions of the **IBT Constitution**:

- A. IBT Oath of Office;
- B. Article II, § 2(a): Membership Pledge of Honor and Loyalty;
- C. Article XIX, § 7(b)(1): Violations of IBT Constitution and Bylaws;
- D. Article XIX, § 7(b)(2): Violation of Oath of Office and Pledge of Loyalty to the International Union and Local 2118;
- E. Article XIX, § 7(b)(3): Breach of fiduciary duty; embezzlement of union funds;
- F. Article XIX, § 7(b)(11): Commission of racketeering acts as defined by applicable law, including:
 - (1) 29 USC § 501(c)(3), embezzlement of union assets,
 - (2) 18 USC § 1341, mail fraud to embezzle union assets and deprive the Allegiant Air pilot members represented by the IBT and Local 2118 of honest services; and

- (3) 18 USC § 1343, wire fraud to embezzle union asset and deprive the Allegiant Air pilot members represented by the IBT and Local 2118 of honest services.

4. Additionally, based on the foregoing, Brother Robles violated the following provisions of the **Local 2118 Bylaws**:

- A. Section 15(A), Oath of Office;
- B. Section 20(E), Violation of Duty/Responsibility to Local 2118 and its members;

CHARGE THREE - RELIEF REQUESTED

5. For all the foregoing reasons, I respectfully request the following relief:
 - A. That Brother Robles be held guilty of the violations of the IBT Constitution and Local 2118 Bylaws as noted above in this Count Three;
 - B. That Brother Robles be ordered to make Local 2118 whole for all losses incurred by Local 2118 resulting from the violations identified in this Charge Three, including the amounts paid to the law firms and consultants he hired to assist him in his efforts to continue and conceal his fraudulent conduct as described in Paragraph 2 of this Charge Three.
 - C. That Brother Robles be expelled from the IBT and its affiliates; and
 - D. Such other relief as is deemed appropriate.

CHARGE FOUR:

**AGAINST RYAN FOGELSANGER, JOSHUA ROCKWOOD, KURT HANSON,
MICHAEL CAWLEY, AND KENNETH SEIDEN**

CHARGE

Brothers Fogelsanger, Rockwood, Hanson, Cawley, and Seiden aided and abetted Brother Robles's Violations as set forth in Charges One, Two, and Three, above and as such violated their own oaths of office and fiduciary responsibilities to Local 2118 and its membership as well as the International Union

BASIS FOR CHARGE FOUR

1. Charges One, Two, and Three, including all the allegations set forth therein, are incorporated herein by reference.
2. Brothers Fogelsanger, Rockwood, Hanson, Cawley, and Seiden were members of the Local 2118 Executive Board along with Brother Robles at all times relevant to these charges.

3. Brothers Fogelsanger, Rockwood, Hanson, Cawley and Seiden were all removed from their positions as officers and Local 2118 Executive Board members immediately upon the imposition of an emergency trusteeship over the affairs of Local 2118 on March 19, 2024.

4. As Executive Board members and officers of Local 2118, Brothers Fogelsanger, Rockwood, Hanson, Cawley, and Seiden effectively rubber-stamped and deferred to the wishes and dictates of Brother Robles. In so doing, they deliberately chose not to take any action to prevent and stop Brother Robles's violations as described in Charges One, Two, and Three. Their conduct constitutes knowing and willful acquiesce in, contributing to, and aiding and abetting such violations by Brother Robles. To the extent allowable, therefore, they should be found guilty and held responsible and accountable for Brother Robles's violations as set forth in Charges One, Two, and Three.

CHARGE FOUR - SPECIFIC VIOLATIONS OF THE IBT CONSTITUTION AND LOCAL 2118 BYLAWS

3. Based on the above, Brothers Fogelsanger, Rockwood, Hanson, Cawley and Seiden violated the following provisions of the **IBT Constitution**:

- A. IBT Oath of Office;
- B. Article II, § 2(a): Membership Pledge of Honor and Loyalty;
- C. Article XIX, § 7(b)(1): Violations of IBT Constitution and Bylaws;
- D. Article XIX, § 7(b)(2): Violation of Oath of Office and Pledge of Loyalty to the International Union and Local 2118;
- E. Article XIX, § 7(b)(3): Breach of fiduciary duty by deliberately failing to prevent and stop Brother Robles's violative Conduct as set forth in Charges One, Two, and Three, and aiding and abetting him in the commission of those violations;

4. Additionally, based on the foregoing, Brothers Fogelsanger, Rockwood, Hanson, Cawley and Seiden violated the following provisions of the **Local 2118 Bylaws**:

- A. Section 15(A), Oath of Office;
- B. Section 20(E), Violation of Duty/Responsibility to Local 2118 and its members;

CHARGE FOUR - RELIEF REQUESTED

5. For all the foregoing reasons, I respectfully request the following relief:

- A. That Brothers Fogelsanger, Rockwood, Hanson, Cawley and Seiden be found guilty of the violations of the IBT Constitution and Local 2118 Bylaws as noted above in this Count Three;

- B. That Brothers Fogelsanger, Rockwood, Hanson, Cawley and Seiden be ordered to jointly and severally liable with Brother Robles and make Local 2118 whole for all losses incurred by Local 2118 resulting from the violations identified in Charges One, Two, and Three;
- C. That Brothers Fogelsanger, Rockwood, Hanson, Cawley and Seiden be expelled from the IBT and its affiliates; and
- D. Such other relief as is deemed appropriate.

CHARGE FIVE
**AGAINST ANDREW ROBLES, RYAN FOGELSANGER, JOSHUA ROCKWOOD,
KURT HANSON, MICHAEL CAWLEY, AND KENNETH SEIDEN**

CHARGE

Brothers Robles, Fogelsanger, Rockwood, Hanson, Cawley and Seiden threatened to retaliate against fellow Local 2118 Executive Board Member Ryan Joseph because he complained to the International Union about Brother Robles's conduct in violation of the International Union Constitution and Local 2118 Bylaws and caused the International Union to conduct and internal audit of Local 2118's affairs in early 2014.

BASIS FOR CHARGE FIVE

1. In late 2023 or early 2024, Brother Ryan Joseph, a member of the Local 2118 Executive Board, wrote to the International Union complaining of conduct by Brother Robles that he believed violated the International Union Constitution and the Local 2118 Bylaws.
2. In response to Brother Joseph's complaints, the International Union commenced an internal investigation and audit of Local 2118's affairs.
3. While the International Union's investigation and audit was underway, Brothers Robles, Fogelsanger, Rockwood, Hanson, Cawley, and Seiden devised a plan to get Allegiant Air to fire Brother Joseph from his job as an Allegiant Air pilot. Brother Joseph was not and is not a full-time employee of Local 2118 and is instead a full-time employee of Allegiant Air, the only carrier whose pilots Local 2118 represents. As Brother Rockwood described in conversations with one or more Local 2118 members, this retaliatory plan consisted of Brothers Robles, Fogelsanger, Rockwood, Hanson, Cawley, and Seiden filing charges against Brother Joseph on account of what Brother Rockwood characterized as Brother Joseph's "whistleblowing," and then convening a trial board on which they as Local 2118 Executive Board members would preside, find him guilty and expel him from Local 2118, at which point, they would seek his discharge from employment as an Allegiant Air pilot.

CHARGE FIVE - SPECIFIC VIOLATIONS OF THE IBT CONSTITUTION AND LOCAL 2118 BYLAWS

4. Based on the above, Brothers Robles, Fogelsanger, Rockwood, Hanson, Cawley, and Seiden violated the following provisions of the **IBT Constitution**:

- A. IBT Oath of Office;
- B. Article II, § 2(a): Membership Pledge of Honor and Loyalty;
- C. Article XIX, § 7(b)(1): Violations of IBT Constitution and Bylaws;
- D. Article XIX, § 7(b)(2): Violation of Oath of Office and Pledge of Loyalty to the International Union and Local 2118;
- E. Article XIX, § 7(b)(2): retaliating and threatening to retaliate against any member for exercising rights under the International Union Constitution and applicable law, including the right to vote, seek election to office, support the candidate of one's choice, and participate in the affairs of the union.

5. Additionally, based on the foregoing, Brothers Fogelsanger, Rockwood, Hanson, Cawley and Seiden violated the following provisions of the **Local 2118 Bylaws**:

- A. Section 15(A), Oath of Office;
- B. Section 20(E), Violation of Duty/Responsibility to Local 2118 and its members;

CHARGE FIVE - RELIEF REQUESTED

6. For all the foregoing reasons, I respectfully request the following relief:

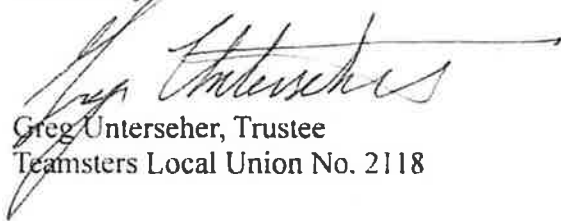
- A. That Brothers Robles, Fogelsanger, Rockwood, Hanson, Cawley and Seiden be found guilty of Charge Five;
- B. That Brothers Fogelsanger, Rockwood, Hanson, Cawley and Seiden be expelled from the IBT and its affiliates; and
- C. Such other relief as is deemed appropriate.

Mr. Sean O'Brien, General President
August 2, 2024
Page 16 of 16

**REQUEST THAT THE GENERAL PRESIDENT
EXERCISE ORIGINAL JURISDICTION OVER THESE CHARGES**

Finally, given the serious nature of the above charges, as well as the fact that Local 2118 is under trusteeship, I request that you exercise original jurisdiction over this matter pursuant to Article XIX, Section 11 of the International Union Constitution, and that you convene a panel to hear charges.

Fraternally,



Greg Unterseher, Trustee
Teamsters Local Union No. 2118

Cc: Andrew Robles
Ryan Fogelsanger
Joshua Rockwood
Kurt Hanson
Michael Cawley
Kenneth Seiden

Exhibit B

August 26, 2024

VIA E-MAIL

David Suetholz
General Counsel
International Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington, DC 20001

Re: IBT Charges Regarding Officers in Local Union 2118

Dear Mr. Suetholz:

As you are aware, the undersigned represent Brothers Robles, Seiden, and Fogelsanger. Per IBT letters of August 15 and 16, 2024, General President O'Brien assumed original jurisdiction over charges filed against select members of the Teamsters Local Union 2118 Executive Board (including our clients) by now Teamsters Local Union 2118 Trustee Greg Unteseher. Notably, the charges filed by Mr. Unteseher, dated August 2, 2024, contain conclusory statements and allegations and fail to include any evidence supporting the allegations therein. It has been the common practice of the Office of the Independent Investigations ("OII") to provide the accused with the supporting materials forming the basis of any charges, in advance of any panel hearing.

In order to prepare for the hearing, our clients request to be provided with the following documents that are material to their defenses of the charges alleged:

1. Transcript from the hearing, conducted in April 2024, regarding Local Union 2118's placement in emergency trusteeship.
2. Transcript from the Joint Council 42 consolidated hearing, conducted in February 2024 regarding allegations of election misconduct.
3. Copies of all Local Union 2118 trustee reports—including the underlying/attached data to those reports such as, but not limited to, flight pay loss reports—from January 2022 to the present.
4. All correspondence, including emails both sent or received, between Ryan Joseph and/or Karen VanNostrand and Greg Unteseher, Ed Gleason, and/or any representative of the IBT, between November 2023 and March 2024.
5. Copies of the final audit report of Local Union 2118 by IBT auditors in 2024.
6. Copies of all exhibits that are intended to be offered as evidence at the hearing.
7. Copies of all memoranda by IBT investigators of any interviews of Capt. Robles, Seiden, Fogelsanger, Joseph, Unteseher or others in connection with this matter.

8. All reports of the trusteeship of Local Union 2118 filed or submitted to the U.S. Department of Labor, pursuant to 29 U.S.C. § 461.

Our clients' hearing is currently scheduled for September 10-11, 2024. Proceeding on those dates without providing a reasonable and fair opportunity for the accused to review the evidence supporting such allegations deprives them of the due process necessary for a full and fair hearing as required by federal law. As such, our clients further request an adjournment of the hearing until the IBT provides the above requested materials and allows an adequate time, but no fewer than 30 days, to review those materials and prepare for a hearing.

Given the limited time before the noticed hearing date, we look forward to your prompt attention and response to this request.

Sincerely,

/s/ J. Bruce Maffeo

J. Bruce Maffeo
Karen D. Williams
Cozen O'Connor

Counsel for Andrew Robles

/s/ Deborah Colson

Deborah Colson
Moskowitz Colson Ginsberg & Schulman

Counsel for Kenneth Seiden

/s/ Patrick Szymanski

Patrick Szymanski

Counsel for Ryan Fogelsanger

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

SEAN M. O'BRIEN

General President

25 Louisiana Avenue, NW
Washington, DC 20001



FRED E. ZUCKERMAN

General Secretary-Treasurer

202-624-6800
www.teamster.org

August 29, 2024

VIA EMAIL

J. Bruce Maffeo, Esq.
JBMaffeo@cozen.com
Cozen O'Connor

Karen D. Williams, Esq.
KWilliams@cozen.com
Cozen O'Connor

Deborah Colson, Esq.
DColson@mcgslp.com
Moskowitz Colson Ginsberg &
Schulman LLP

Patrick Szymanski, Esq.
Szymanski@me.com

Re: IBT Charges Against Former Officers of Teamsters Local Union 2118

Dear Attorneys Maffeo, Williams, Colson, & Szymanski:

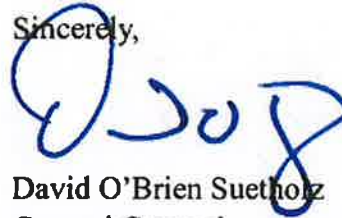
This responds to your August 26, 2024, letter concerning charges filed by Trustee Greg Unterseher against your respective clients, Andrew Robles, Kenneth Seiden, and Ryan Fogelsanger. Please be advised that proceedings under Article XIX of the International Brotherhood of Teamsters ("IBT") Constitution do not include a discovery phase. Article XIX proceedings differ from litigation procedures in court, but all parties will be provided due process.

To that end, enclosed please find 276 pages of information, which include a copy of the hearing transcript and all exhibits from Local 2118's trusteeship hearing, conducted on April 27, 2024. At the hearing, your clients will be furnished a copy of all evidence introduced against them at that time, and they will have an opportunity to hear testimony and cross-examine witnesses. They will be afforded a full and fair opportunity to contest such evidence, as well as present their own. In the event your clients feel the time allotted at the hearing proves insufficient to adequately review and respond to the evidence submitted against them, they may request, at the discretion of the hearing panel, a continuance of the proceedings.

J. Bruce Maffeo, Esq.
Karen D. Williams, Esq.
Deborah Colson, Esq.
Patrick Szymanski, Esq.
August 29, 2024
Page Two

I trust this answers your inquiry.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. O'Brien Suetholz", written over the printed name.

David O'Brien Suetholz
General Counsel
International Brotherhood of Teamsters

Enclosures

cc: Hearings Panel
Greg Unterseher, Trustee, Teamsters Local Union No. 2118



Outlook

IBT Internal Charges Against Capt. Andrew Robles and Other LU 2118 Officers

From: Jones, Barbara <barbara.jones@bracewell.com>**Sent:** Thursday, September 5, 2024 12:08:23 PM**To:** Lisa Fortes <LFortes@teamster.org>; Kokalas, Tom <thomas.kokalas@bracewell.com>**Cc:** Kelly Hemple <khemple@teamster.org>; Fred Zuckerman <fzuckerman@teamster.org>; Melissa Frey

<MFrey@teamster.org>; Greg Unterseher <gunterseher@teamster.org>; kwilliams@cozen.com

<kwilliams@cozen.com>; JBMaffeo@cozen.com <JBMaffeo@cozen.com>; dcolson@mcgsllp.com

<dcolson@mcgsllp.com>; szymanskip@me.com <szymanskip@me.com>; Lisa Pau <LPau@teamster.org>; David

Suetholz <DSuetholz@teamster.org>

Subject: RE: IBT Internal Charges Against Capt. Andrew Robles and Other LU 2118 Officers

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear All,

After carefully considering the submissions, the request to assume jurisdiction over this matter is denied. See IBT Const. Art. XIX, et. al. However, I note that the IRO is authorized to review final disciplinary decisions of the General President, GEB, or IBT, and has the right to affirm, modify, or reverse any such decisions. See Final Order Paragraph 30 and Rule 5 of the Disciplinary Rules.

Regards,
Barbara Jones

HON. BARBARA JONES (RET.)

Partner

barbara.jones@bracewell.com | [download v-card](#)

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BRACEWELL LLP

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**Charging Party's
Exhibit 3**

Glossary

Active Pilot –

A current and qualified pilot not on a leave of absence or furlough, performing in the service of the company.

Current and Qualified Pilot –

A pilot who meets all regulatory, company, and training requirements to perform flight duties and is actively authorized to operate the aircraft without restrictions.

EXCO (Executive Council) –

A three to seven-person council that represents the pilots of a specific airline within Local 1224. Each airline within Local 1224 has its own Executive Council to address its pilots' unique interests, but all councils remain fully subject to the authority of the Local 1224 Executive Board. The Chairman of each Executive Council also serves on the Local 1224 Executive Board.

Flight Pay Loss (FPL) –

Compensation provided to an Active Pilot who forgoes flight pay to engage in union business. In the aviation industry, FPL functions as the equivalent of "lost time wages" in other sectors.

Minimum Days Off –

The number of days off required on a pilot's monthly schedule (typically 12 days), as defined in the collective bargaining agreement, Section 14.C: Hours of Service.

Pay Credit Hour (PCH) –

The calculated time earned by a pilot while on duty or for compensation related to non-flying duties, such as pre/post flight activities, administrative work for the company, training, deadhead transportation, aircraft positioning on the ground, aircraft loading, and aircraft servicing.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JAMES P. HOFFA
General President

25 Louisiana Avenue, NW
Washington, DC 20001



KEN HALL
General Secretary-Treasurer

202.624.6800
www.teamster.org

December 22, 2021

Mr. James P. Hoffa, General President
International Brotherhood of Teamsters
25 Louisiana Ave., N.W.
Washington, D.C., 20001

Re: Trusteed Local Union No. 2118

Dear Sir and Brother:

This letter and attachments represent what I anticipate will be my final Trustee Report to the General President for Local 2118, as required by Article VI, Section 5(b) and (f) of the International Constitution.

GENERAL OVERVIEW:

Eighteen months ago we formed Local 2118 that represents the pilot group who flies aircraft operated by Allegiant Air Cargo LLC. Allegiant Travel Company, who is the parent company of Allegiant LLC continues to post substantial profits due to increasing consumer demand in the Ultra Low-Cost Market. Industry analysts also anticipate continued demand in the Allegiant's passenger air service. As a result, the carrier is planning to add additional aircraft and pilots in 2022. In addition to the internal growth that is anticipated, Allegiant has agreed to enter in a "business arrangement" with Viva Airlines, a Mexican based airline. They have recently submitted a request to the Department of Transportation for their approval. The Union has some initial concerns regarding this proposed relationship between the two airlines and our attorneys in Washington DC are currently reviewing this filing with the DOT.

FINANCES:

Allegiant Airlines continue to hire pilots to support their current business, as well as their anticipated growth needs. The need for pilots is exacerbated by ever-accelerating attrition, as Allegiant pilots leave the company to fly for major passenger or freight carriers, such as American, United, Delta, UPS or FedEx, where they find the "grass is greener." These carriers all have pilot collective bargaining agreements with generally better wages, benefits and working

**Charging Party's
Exhibit 5**

conditions than Allegiant currently provides. The major carriers also face a growing pilot shortages of their own and are eager to hire experienced pilots. Consequently, the Allegiant has been losing pilots faster than they can replace them. To date, more and more pilots are leaving Allegiant, which is having a negative impact on operational integrity. There are constant reports of canceled flights and parked planes due to the lack of flight crews, as well as ongoing short-staffing issues with their ground personnel.

At the end of October 2021, Local 2118 had 978 dues paying members. The monthly dues income received by Local 2118 during the last six months has been increasing, as the total amount of flying hours has increased. Local 2118 remains economically sound, with nearly \$6,000,000 on deposit in its two bank accounts. We are estimating continued increases in Local 2118's dues revenues despite their ongoing negotiations and lengthy list of scheduled arbitrations.

NEGOTIATIONS:

Direct negotiations between the Allegiant Pilots' Negotiating Committee and Allegiant management has been ongoing since June 2021. The parties initially agreed to tentatively agree to a handful of existing Sections in their current CBA and painstakingly, have been able to reach new agreements with only three of their other Sections. The company has limited the number of total negotiating dates in 2021 to sixteen total Days, which they directly blame on the number of scheduled arbitrations at the airline. They claim their staffing issues are the reason why they are unable to provide us with additional dates for negotiations. While agreements in these relatively "non-economic" Sections have been reached, negotiations have been extremely slow-moving, and parties have not had the ability to discuss the Sections that are related to underlying economics of this new Agreement.

ELECTIONS:

On December 7, 2021, Global Election Services certified the results of the election of the initial cadre of incoming Local 2118 officers. The officers-elect will constitute Local 2118's very first elected Executive Board (E-Board) upon the Local's release from trusteeship. The newly elected President, Captain Andrew Robles has amassed considerable expertise in managing the union affairs as a result of his previous position as Executive Council Chairman for his pilot group, along with his most recent duties as Assistant Trustee of L2118. Other elected officers have served in various Executive Council and Steward positions when they were members of Local 1224. Captain Erick Valenzuela, the new Secretary-Treasurer elect, has also been instrumental in assisting the Trustees establish the Local's office facility, hiring personnel and organizing the Local's financial processes and procedures.

Since the election, the officers-elect have gone through New Officer/Leadership Training and has been acting as the de facto E-Board under the watchful eyes of Assistant Trustee and myself. They are meeting regularly, developing policies and new committee positions, and when completed, present their recommendations or requests to Captain Robles and myself for approval. The E-Board-elect manages the Local's extensive volunteer pilot committees and safety structure, dealing with developing issues in Allegiant's flight operations. The President-elect and his fellow

E-Board-elect members have established the appropriate "pecking order" of contact and communications with senior members of Allegiant's management. Local 2118 is also currently in the process of appointing new Union's Stewards to assist in the representation of their twenty-plus Domiciles nationwide.

OFFICE FACILITY:

Local 2118's modern and well-equipped office facility is in Las Vegas, NV and is open and fully operational. The office location is convenient to hotels, restaurants and other amenities desired by visiting Allegiant pilots who are rank-and-file members or serve in various union capacities. Furthermore, it is near Allegiant's company headquarters, where much of their daily business occurs. They have hired one individual as their Executive Assistant. Over the past eighteen months, we have automated much of the work that generally requires additional staff to maximize the efficiencies of the Locals workload. We are currently assisting the new officers-elect in familiarizing themselves with the established office procedures and operation.

LITIGATION:

There are two outstanding lawsuits, along with other possible litigation pending for Local 2118. It is possible that some of this litigation may be rendered moot with an eventual implementation of a new CBA. There is no estimated timetable for a new Agreement.

GRIEVANCES & ARBITRATIONS:

There are numerous grievances, arbitrations, and System Board proceedings in process. They range from groupings of, as well as individual member grievances over numerous contract violations. Again, it is possible that some of the outstanding disputes may be settled as part of a proposed "summit meeting" between the parties in the coming new year.

COMMUNICATIONS:

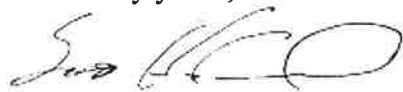
Local 2118 sustains a major effort to keep the membership fully informed and involved in the Union's affairs. Such internal organizing tools continue to inform the pilot group of their Union's activities, while disseminating the facts and attempting to dispel festering rumors or disinformation campaigns circulating among the pilot group at large.

CONCLUSION:

Local 2118 has consistently demonstrated its ability to adapt to changing conditions at Allegiant Airlines and in dealing with the company's operations. The efforts of all involved in establishing, constructing, and supporting this Local Union has well served the interests of the hard-working Teamster members the Local represents. I respectfully request that you accept this Trustee Report and approve it as satisfying my ongoing reporting responsibilities as Trustee for Local 2118 under the provisions of the International Constitution. As Trustee, I further recommend that you take appropriate action to remove Local 2118 from trusteeship and formally install Local 2118's

officers-elect into their respective leadership positions. These individuals have demonstrated they are sufficiently capable to take over the administration of this Local Union.

Fraternally yours,

A handwritten signature in dark ink, appearing to read "Scott Hegland", with a stylized, looping flourish at the end.

Capt. Scott Hegland
Trustee, Local 2118
International Representative-Airline Division
International Brotherhood of Teamsters

Hegland Retirement Letter

Scott Hegland <scotthemland@gmail.com>

Wed 2/23/2022 10:38 AM

To: Andrew Robles <arobles@apa2118.org>

📎 1 attachments (64 KB)

Scott's Retirement Letter from the IBT 2-22-22 - Signed.pdf;

Good Morning,

Here you go, My Retirement Letter. I'll be ready to go on the twenty-first.

I'm leaving to go run some errands and will not be home until later today. One of the things I need to do is go to Best Buy so they can send in my Microsoft laptop for repairs, A couple of my keys will not work (the "one" key is one of them, as you can see). Probably has something to do with the board? I bought it there and have their top maintenance policy, so I think I should use them. Hopefully it will be fast. Talk soon.

Scott

DA

**Charging Party's
Exhibit 6**

February 22, 2022

Captain David Bourne
Director-Airline Division
International Brotherhood of Teamsters
25 Louisiana Avenue NW
Washington DC 20001

Dear David,

I am writing to you today to announce my retirement as an International Representative in the Airline Division of the International Brotherhood of Teamsters. The effective date of my retirement shall be at the close of business on March 21, 2022.

Thank you so much for the years of personal friendship and continued trust and assistance that made my duties and responsibilities successful and easy to succeed. Your leadership in the Division is second to none and I will miss our time together at the Teamsters. A heartfelt thank you is also deserving to President Hoffa, the entire staff at the IBT, and my fellow International Reps for their leadership, friendship, and assistance throughout my career. I couldn't have done it without you all. This announcement does come with a heavy heart, but also with fond memories. I have been very fortunate to be able to serve in the Airline Division while it was under your direction.

David, I know we will always be together as we enter our next chapter in life, so I look at this moment as the closing of one door and the opening of another. Thank you again for choosing me as your International Representative for Pilots.

Fraternally yours,



Captain Scott Hegland
International Representative
International Brotherhood of Teamsters
25 Louisiana Avenue NW
Washington DC 20001
(442) 888-4650



LUEB App. 2/23/22

Scott Hegland - Negotiation Consultant

This Independent Contractor Agreement is entered into between the International Brotherhood of Teamsters Local 2118 and the following Independent Contractor:

Scott Hegland

[Name]

[SSN or Tax ID#]

1144 Portico Trail

[Address]

Las Cruces, NM 88011

[City, State, Zip]

[Phone #]

PURPOSE OF AGREEMENT: The International Brotherhood of Teamsters Local 2118 ("Local 2118") and Scott Hegland ("Contractor") hereby enter into this Agreement for technical and/or professional services. This Agreement shall be considered a contract between an independent Contractor (Scott Hegland) and Local 2118.

TERM OF THE AGREEMENT: This Agreement shall be effective on March 21, 2022 and shall terminate on March 31 2023, unless terminated earlier in Accordance with the provisions of this Agreement.

INDEPENDENT CONTRACTOR BILLING RATES: In consideration for professional services to be performed by Contractor, Local 2118 agrees to pay Contractor not more frequently than monthly, in arrears, upon receipt from Contractor's invoice(s) and approval by the President of Local 2118.

- A. The monthly sum of \$8000 shall be paid by Local 2118 to Contractor starting in March of 2022 for the duration of the Agreement.
- B. Travel will be booked and paid for by Local 2118's Executive Administrative Assistant. Contractor will attempt to request the most efficient and cost-effective means of travel.
- C. Meal expenses will be paid by Local 2118 when travel is directed and approved by the Local 2118 President. Meals expenses shall be reasonable for the city in which travel is conducted not to exceed \$125 per day. Higher daily amounts may be approved by the President of Local 2118 on an individual basis.
- D. Hotels and or rental cars will be booked and paid for by Local 2118's Executive Administrative Assistant.
- E. Additional expenses must be approved by the Local 2118 President prior to incurring said charge.

①

SERVICES

Contractor will provide Local 2118 assistance when requested by the President of Local 2118 with the following:

- A. Contract Negotiations
 - a. Services to include participating actively in the negotiation room.
 - b. Drafting and reviewing contract language.
 - c. Providing feedback and alternative language proposals.
 - d. Providing other Airline Contract examples of requested language.
- B. Pursuing and providing contract expertise on various Union activity to include:
 - a. Providing resources (contact information) and advising on Lobbying efforts at the direction of Local 2118.
 - b. Providing resources (contact information) and advising on best practices for National Mediation Board bargaining.
 - c. Providing resources (contact information) for legal expertise (contact information) and advising on best practices for elevating Lawsuits for Minor as well as Major Disputes.
- C. When requested by the President, Contractor will set meetings to elevate the status of Local 2118 in all matters. This shall include setting meetings with political and legal resources that are available to the contractor.
- D. Contractor will be available as requested by the President of Local 2118 for Services to Local 2118 for a period of eighty (80) hours per calendar month. Time will be logged by the Contractor and may be presented to the President of Local 2118 if time overages are in question. Scheduling of services will be with mutual agreement, but at a minimum the Contractor will be available when requested with at least thirty days advance notification from Local 2118 of said requested services.

EARLY TERMINATION OF AGREEMENT: As this agreement is meant to be mutually beneficial, this Agreement may be severed at any time, for any reason, by either The Contractor or By Local 2118 with written notification. The termination must be in writing and must be signed by either the Contractor or the acting President of Local 2118.

- A. A termination of Agreement notification must be given by either party to terminate the Agreement.
- B. If notification is received by the Contractor from Local 2118 to terminate Services, the Contractor will continue to offer Services until the end of the thirty (30) day period at which point payment for Services will be discontinued by Local 2118. If the end of the thirty (30) day period ends mid-month, a pro rata payment may be made by Local 2118 to the Contractor.
- C. If notification is received by Local 2118 from the Contractor by way of termination of Agreement notification, the Contractor may choose to complete the monthly provided Service for full payment or may agree to a pro rata payment if the Contractor is requesting to terminate the Agreement immediately.

①

CONFIDENTIALITY CLAUSE: As a majority of the information discussed is confidential and sensitive in nature, Contractor agrees not to discuss any information regarding negotiations, legal proceedings, grievances, Union Business, arbitrations, contract proposals, meetings, or conversations with any person employed by or in contract by Allegiant Air, its affiliates, Pilots employed by Allegiant Air, or any other person or entity not specifically authorized to share the information with by the President of Local 2118. Local 2118 will provide Contractor with a Non-Disclosure agreement that covers the entirety of the Term of the Agreement.

CONTINGENT OFFER: This offer is contingent upon Contractor no longer being employed by The International Brotherhood of Teamsters. If Contractor is or becomes employed by Teamsters International, this Agreement will be terminated.

Signed By

A handwritten signature in black ink, appearing to read 'AR', written over a horizontal line.

Andrew Robles
President of Local 2118
International Brotherhood of Teamsters

Signed By

A handwritten signature in black ink, appearing to read 'Scott Hegland', written over a horizontal line.

Scott Hegland

← 6A

February 25th, 2024

To Whom It May Concern,

I am writing to address concerns involving David Bourne and Chuck Harple.

Regarding David Bourne, I received information from Scott Hegland that Mr. Bourne is receiving a 10% commission from contractors referred to and utilized by Local 2118. This arrangement recently included John Owens, an APA negotiator, who was recommended to Principal Officer Andrew Robles by Mr. Bourne and is compensated at \$39,000 per month for a six-month period. According to Mr. Hegland, Mr. Bourne confirmed receiving \$3,900 from Mr. Owens' monthly fee.

Furthermore, Mr. Bourne expressed intentions to Mr. Hegland about facilitating Dan Akins' employment with Local 2118, aiming to replace Rick Dubinsky for personal gain. Mr. Hegland also highlighted Mr. Bourne's involvement in establishing the ab initio pilot training program with Spartan Aviation for Allegiant Air, raising concerns about potential conflicts of interest, given Mr. Bourne's dual compensation from the company and the Union.

As for Chuck Harple, I was inquired by a company representative about his identity and role within the IBT. The representative relayed Mr. Harple's assertions of non-action in the upcoming Joint Council 42 hearing and IBT national investigations, the predetermined outcome of the JC42 hearing not to overturn the election, and claiming that the IBT national endorses Andrew Robles over JR (opposition candidate). I clarified my unfamiliarity with Mr. Harple and could not verify his statements. Subsequent

LB

checks revealed there is no current official IBT affiliation with Mr. Harple, questioning the legitimacy of his claims to the company regarding Union activities.

Sincerely,

Capt. Ryan P. Joseph
Secretary-Treasurer
Local 2118

LB

Retirement

DAVID BOURNE <bourne747@aol.com>

To: Andrew Robles <arobles@apa2118.org>

Andrew, all docs filed on your Local. It's totally done , congratulations!!

I'm ready to move forward I will get you over a 1 yr consulting contract for working for you . I will announce my retirement next week. I don't want or need BA pay. My mechanic BAs are at \$150-\$180k and that is too much. I was thinking \$8000 a month and I pay all taxes which gives me about 5200 and keeps me far below F/O pay and it keeps you from having to pay employer taxes. I will cover all your needs with company and any issues from the IBT building. I will have legally severed all my ties with IBT and will work under your direction. Let me know how you want to structure it

Thanks

David

David P Bourne

Director

Airline Division

International Brotherhood of Teamsters

25 Louisiana ave NW

Washington DC, 20001

Office 202-624-6848

Cell 571-215-4772

This Independent Contractor Agreement is entered into between the International Brotherhood of Teamsters Local 2118 and the following Independent Contractor:

David Bourne
AOA Consulting

[Name]

[SSN or Tax ID#]

8638 Falcon Green Dr.

[Address]

West Palm Beach, FL., 33412

[City, State, Zip]

[Phone #]

PURPOSE OF AGREEMENT: The International Brotherhood of Teamsters Local 2118 ("Local 2118") and David Bourne ("Contractor") hereby enter into this Agreement for technical and/or professional services. This Agreement shall be considered a contract between an independent Contractor (David Bourne) and Local 2118.

TERM OF THE AGREEMENT: This Agreement shall be effective on March 21, 2022 and shall terminate on March 31 2023, unless terminated earlier in Accordance with the provisions of this Agreement.

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- A. The monthly sum of \$8000 shall be paid by Local 2118 to Contractor starting in March of 2022 for the duration of the Agreement.
- B. Travel will be booked and paid for by Local 2118's Executive Administrative Assistant (Karen Vannostrand). Contractor will attempt to request the most efficient and cost-effective means of travel.
- C. Meal expenses will be paid by Local 2118 when travel is directed and approved by the Local 2118 President. Meals expenses shall be reasonable for the city in which travel is conducted not to exceed \$125 per day.
- D. Hotels will be booked and paid for by Local 2118's Executive Administrative Assistant (Karen Vannostrand).
- E. Additional expenses must be approved by the Local 2118 President prior to incurring said charge.

SERVICES

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- A. Contract Negotiations**
 - a. Services to include participating actively in the negotiation room.
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 - c. Providing feedback and alternative language proposals.
 - d. Providing other Airline Contract examples of requested language.
- B. Pursuing and providing contract expertise on various Union activity to include:**
 - a. Providing resources (contact information) and advising on Lobbying efforts at the direction of Local 2118.
 - b. Providing resources (contact information) and advising on best practices for National Mediation Board bargaining.
 - c. Providing resources (contact information) for legal expertise (contact information) and advising on best practices for elevating Lawsuits for Minor as well as Major Disputes.
- C. When requested by the President, Contractor will set meetings to elevate the status of Local 2118 in all matters. This shall include setting meetings with political and legal resources that are available to the contractor.**
- D. Contractor will be available as requested by the President of Local 2118 for Services to Local 2118 for a period of eighty (80) hours per calendar month. Time will be logged by the Contractor and may be presented to the President of Local 2118 if time overages are in question. Scheduling of services will be with mutual agreement, but at a minimum the Contractor will be available when requested with at least thirty days advance notification from Local 2118 of said requested services.**

EARLY TERMINATION OF AGREEMENT: As this is agreement is meant to be mutually beneficial, this Agreement may be severed at any time, for any reason, by either The Contractor or By Local 2118 with written notification. The termination must be in writing and must be signed by either the Contractor or the acting President of Local 2118.

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- B. If notification is received by the Contractor from Local 2118 to terminate Services, the Contractor will continue to offer Services until the end of the thirty (30) day period at which point payment for Services will be discontinued by Local 2118. If the end of the thirty (30) day period ends mid-month, a pro rata payment may be made by Local 2118 to the Contractor.**
- C. If notification is received by Local 2118 from the Contractor by way of termination of Agreement notification, the Contractor may choose to complete the monthly provided Service for full payment or may agree to a pro rata payment if the Contractor is requesting to terminate the Agreement immediately.**

CONFIDENTIALITY CLAUSE: As a majority of the information discussed is confidential and sensitive in nature, Contractor agrees not to discuss any information regarding negotiations, legal proceedings, grievances, Union Business, arbitrations, contract proposals, meetings, or conversations with any person employed by or in contract by Allegiant Air, its affiliates, Pilots employed by Allegiant Air, or any other person or entity not specifically authorized to share the information with by the President of Local 2118. Local 2118 will provide Contractor with a Non-Disclosure agreement that covers the entirety of the Term of the Agreement.

CONTINGENT OFFER: This offer is contingent upon Contractor no longer being employed by The International Brotherhood of Teamsters. If Contractor is or becomes employed by Teamsters International, this Agreement will be terminated.

Signed By



Andrew Robles
President of Local 2118
International Brotherhood of Teamsters

Signed By



David Bourne

Proposed Engagement Between AEI and Local 2118

From JOHN ALBERTINE <jacka0501@aol.com>

Date Fri 3/4/2022 3:05 PM

To Andrew Robles <arobles@apa2118.org>; Jim ALBERTINE <jalbert729@aol.com>

Good afternoon again Andrew.

I am writing to follow up on your welcome and exciting phone call this afternoon. As I described in that call, Albertine Enterprises Inc became associated with Teamster local 1224 in the Summer of 2008. We were retained to fight the deal between DHL and UPS whereby UPS would take over the entire cargo flying for DHL. This would have destroyed ABAX air and most importantly, eliminated every pilot job in 1224.

The local wanted us because of our lobbying capabilities and the fact that I earned a Ph.D in Economics with a speciality in antitrust economics from the University of Virginia. I felt strongly that the arrangement between UPS and DHL was a possible violation of both the Sherman and the Clayton antitrust statutes. Accordingly, we convinced two subcommittee of the House of Representatives to hold Public hearings on the matter. Those hearing included testimony from experts backing up my contention. The hearings attracted significant press coverage including network television and the Washington Post. That effort spooked DHL and they withdrew from the agreement with UPS!

It strikes us that the new arrangement that Allegiant management is working on is also a potential antitrust

**Charging Party's
Exhibit 8**

violation. Therefore, we believe we could interest subcommittees of both Judiciary and Aviation in both the House and Senate to investigate Allegiant proposed relationship with the foreign company. We also believe that those hearings would likely spark some rather unwanted publicity that both parties would find very uncomfortable! Finally, in the 1224 matter, we faced the Bush Administration's antitrust division that was very aloof with respect to strict enforcement of antitrust statutes. We believe the opposite will be the case with the Biden antitrust division.

Back in 2008, we charged 1224 a fee of \$25,000 per month because the work load was great and the stakes were so high for the union. Please know that the leadership of 1224 were super happy that they retained us at that rate.

Andrew, I really enjoyed the work we did for 2118 to secure PSP for your pilots. In this case, we no longer represent the IBT so we would be working for 2118 directly. We do believe we can win your fight, but it will require a great deal of our effort and time. We would propose a retainer considerably less than the \$25,000 a month we charged way back in 2008. We would ask you to consider a retainer of \$9,000 per month which we can pare back a bit depending on your budgetary situation. So we are quite open to a discussion on that. Our arrangement which we have had since 1990 with all our clients is the engagement can be canceled by either party unilaterally with a 30 day written notice. This keeps us on our toes and limits the clients potential

financial exposure.

Andrew, we at AEI are fired up
and ready to do battle in
a reasoned, professional and
creative manner to win for the
pilots of 2118!!!

Respectfully,
Jack

John M ALBERTINE

APR
LUEB

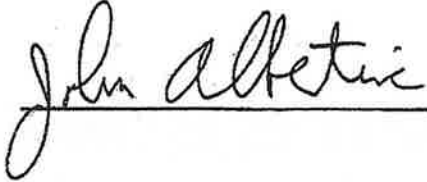
2/7/22

John Albertine -

Political Consultant

The undersigned, Andrew Robles, President of Teamster Local 2118 and John Albertine, Founder and Chairman of Albertine Enterprises, Inc. (AEI) do hereby agree to an engagement between Local 2118 and AEI. The terms of the agreement call upon AEI to use its best efforts to represent Local 2118 before the Congress of the United States and the Executive Branch of the United States Government. Local 2118 agrees to retain AEI and compensate AEI for an amount of \$9000 per month starting March 7, 2022 and until December 31, 2022. Each party to this agreement, however, has the sole right to cancel this agreement upon 30 days of a written notice of cancellation to the other party.

John Albertine, Chairman, Albertine Enterprises, Inc

A handwritten signature in cursive script, reading "John Albertine", written over a horizontal line.

Andrew Robles, President, Teamster Local 2118

A handwritten signature in cursive script, appearing to read "AR", written over a horizontal line.

Re: Consulting

Scott Hegland <scotthemland@gmail.com>

To: Frederick Dubinsky <maddoggy@aol.com>

Cc: Andrew Robles <arobles@apa2118.org>

I'm very sorry my friend, but I know you're wanted elsewhere, like at Allegiant. We'll talk.

Scott

Sent from my iPhone

> On Mar 22, 2022, at 11:03 PM, Frederick Dubinsky <maddoggy@aol.com> wrote:

>

> Thanks. I'm available anytime after 1000 EDT.

>

>> On Mar 23, 2022, at 12:40 AM, Andrew Robles <arobles@apa2118.org> wrote:

>>

>> Sorry to hear that. I am however very excited to work with you. Let's talk tomorrow friend.

>>

>> Captain Andrew Robles

>> Chairman

>> Allegiant Pilots Association

>> Executive Council

>>

>>

>> On Mar 22, 2022, at 21:25, Frederick Dubinsky <maddoggy@aol.com> wrote:

>>

>> Andrew,

>>

>> I was terminated from employment at the Teamsters by email this evening. Not even the courtesy of a personal phone call from anyone. No big deal, it was fully expected, given the players involved. If you want to work out a consulting arrangement, the time has come.

>>

>> Rick

>

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is entered into between Frederick C. Dubinsky, d.b.a. FCD Consulting, 2 Whisperwood, Hunting Valley, OH 44022 ("Consultant"), and Allegiant Pilots Association Local No. 2118, 4270 S. Decatur Blvd., Las Vegas, NV 89103 ("Client"). They ("the Parties") agree as follows:

A. Scope and Purpose of this Agreement.

1. The purpose of this Agreement is to retain the Consultant to provide consulting services in support of the Client in Collective Bargaining Agreement negotiations with Allegiant Air, LLC ("Company"). Consultant is an independent contractor and not an employee of the Client. The consulting services may include, but not be limited to, providing the following in a professional, timely and confidential manner:
 - Contract evaluation and negotiations;
 - Data acquisition;
 - Proposal preparations and cost estimation;
 - Economic modeling and analysis;
 - Report preparations;
 - Oral and written communications;
 - Expert testimony;
 - Interaction with and support of, or by, Client designees and Counsel, as requested by the Client;
 - Other professional consulting services, as requested by the Client.
2. The Consultant may independently determine which data, analysis and report preparation methodology will be required to fulfill the services requested by the Client. Consultant's attendance at in-person meetings or hearings will be at the request of the Client; *provided*, Consultant retains unilateral authority to substitute in-person attendance of meetings or hearings through virtual online means due to travel and health-related issues and restrictions (e.g., COVID-19).
3. The monies to be paid to the Consultant for all services will be made through consulting fees, as provided in paragraph B., below, as well as reimbursement of all expenditures directly related to the completion of consulting services, as provided in paragraph C., below.

B. Consultant's Fees.

Consultant will not require an initial retainer and will charge the Client the following fees for services performed under the terms of this Agreement:

- Two hundred fifty dollars (\$250) per hour, prorated for partial hours, for all required or requested work, including all normal consulting support and/or time spent preparing to testify in any arbitration or legal proceeding;
- Three hundred seventy-five dollars (\$375) per hour, prorated for partial hours, for all time spent working at the request of Client or Counsel on weekends (Saturday and Sunday) or national holidays, or when testifying in any arbitration or legal proceeding.
- Consultant's fees shall not exceed two thousand dollars (\$2,000) per normal weekday, or three thousand dollars (\$3,000) per day on Weekends, national holidays or when testifying in any arbitration or legal proceeding.
- Consultant will charge fifty percent (50%) of the hourly or daily fees, as provided above, for time spent traveling by air or surface transportation at Client's request. All such travel will be considered by the Consultant, as provided in paragraph A.2., above.
- The aforementioned fees do not cover any disbursements that the Consultant expends as a direct requirement of fulfilling requested services. Such disbursements shall be reimbursed to the Consultant, as provided in paragraph C., below.
- Consultant is responsible for the payment of all taxes that flow from Consultant's position as an independent contractor.

C. Costs, Expenses and other Expenditures.

It is anticipated that the Consultant will incur out-of-pocket costs and expenses required to perform the consulting services covered by this Agreement.

1. Consultant's expenditures may include, but are not limited to:

- Acquisition of data;
- Internet and other electronic media charges;
- Disbursements related to travel, including, but not limited to, air fare, lodging, meals, taxis, rental cars and other direct expenses.
- Such disbursements will be made only as required to complete consulting services, as requested by the Client.

2. Client will reimburse the Consultant for all out-of-pocket expenditures while performing the consulting services. Documentation of such expenditures will be provided to Client, as provided in paragraph D, below.

D. Invoices for Fees and Expenses.

- 1. Consultant will provide a detailed invoice of all billed hours, days and disbursements, if any, to the Client on a monthly basis.**
- 2. Consultant will provide copies of original receipts and other documentation of expenditures to the Client on a monthly basis.**
- 3. Client agrees to pay all fees and documented expenditures contained in and/or attached to Consultant's monthly invoices. Payment will be in a timely manner and may be by check or direct bank transfer. Term of Consultant's invoices is fifteen (15) days from receipt by Client.**

E. Conflicts of Interest.

During the term of this Agreement, or any extensions thereof, the Consultant agrees not to perform services in which the interest of the Client may potentially be or, in fact, is adverse to those interests.

F. Intellectual Property

- 1. In order to provide certain consulting services, Consultant utilizes proprietary computer programs, contract costing methodology and other intellectual property that Consultant has developed and refined over many years. Client agrees that the Consultant retains absolute ownership and possession of such intellectual property, and that Consultant may or may not share such intellectual property with Client at Consultant's sole discretion. Consultant will provide the output, results and conclusions generated by such intellectual property when such work has been requested by the Client. Client agrees not to challenge or otherwise attempt to invalidate the Consultant's aforementioned intellectual property rights.**
- 2. Consultant agrees to keep confidential all data and other information disclosed by the Client, except as may be required by law or the order of a court of competent jurisdiction. Client agrees to keep confidential the manner and amount of fees and expenditures paid or reimbursed to the Consultant, except as may be required by law or the order of a court of competent jurisdiction.**

G. Governing Law, Jurisdiction and Venue.

This Agreement and all matters relating hereto are governed by and construed in accordance with the laws of the State of Ohio, without regard to the conflict of laws provision of such State. Any legal suit, action, or other proceeding relating to this Agreement must be instituted in the federal or state courts located in Cleveland, Ohio. Each Party to this Agreement irrevocably submits to the exclusive jurisdiction of such courts in any such suit or proceeding.

H. Entire Agreement.

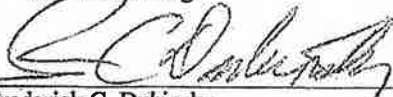
This Agreement constitutes the entire agreement between the Parties regarding consulting services to be performed by the Consultant.

I. Effective Date, Term and Modification of Agreement.

This Agreement will take effect upon execution by both Parties and will remain in full force and effect until such time as the Client sends written notice (e.g., email, letter) to the Consultant directing him to cease work, or ten (10) days after the Consultant's written notice (e.g., email, letter) to terminate this Agreement is sent to the Client. While in effect, this agreement may be amended at any time by written mutual agreement executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

For FCD Consulting



Frederick C. Dubinsky

President
Title

MAR 25, 2022
Date

For Allegiant Pilots Association IBT Local 2118



Name Andrew J. Robles

President
Title

March 29, 2022
Date

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JAMES P. HOFFA
General President

25 Louisiana Avenue, NW
Washington, DC 20001



KEN HALL
General Secretary-Treasurer

202.624.6800
www.teamster.org

February 25, 2020

Dear Local 1224 Executive Board Members:

In February 20, 2020, Local 1224 General Counsel requested, via email, that the Airline Division Director provide you with a decision as to whether or not the Memorandum of Understanding (MOU) between the IBT and Allegiant Air, signed September 7, 2018, amends the CBA and is required to be voted on by the IBT's Allegiant pilot membership, under Article XXII, Section 2 of the IBT Constitution.

Since this is a legal issue, I turned this over to IBT Legal Department and Staff Counsel Nick Manicone to review this matter and provide the Legal Department's recommendation, which is attached. Based upon that assessment, the IBT Constitution does not require the MOU to be voted on by the IBT's Allegiant pilot membership, because it does not amend the associated CBA.

Please inform the Allegiant pilot membership of the IBT-AD's decision.

In Solidarity,

A handwritten signature in black ink, appearing to read "David P. Bourne", is written over a horizontal line.

David P. Bourne, Director
Teamsters Airline Division

cc: Paul Rutter, General Counsel, Local 1224
Nick Manicone, Staff Attorney, IBT Legal Department



**Charging Party's
Exhibit 10**

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

Re: Labor Agreement Between Union and Company

The Union and the Company are bound to the terms of a collective bargaining agreement (hereinafter "CBA") covering the period of August 1, 2016, to July 29, 2021. The Union and Company now wish to clarify certain language in the CBA relating to Union Business.

Section 24.C.2.a.i. states: "For all Union Business days that have been blocked as a known absence (i.e., no trip/duty dropped), the value of the known absence shall be four (4) PCH per day."

This Memorandum of Understanding is to clarify the Parties' agreement that:

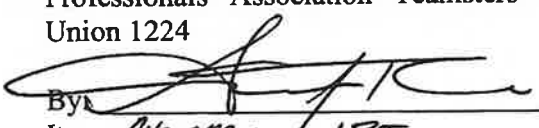
1. A Pilot blocking off days for Union Business can waive any Minimum Day Off requirement for that Bid Period.
2. Reimbursement to the Company will be at four (4) PCH per day at the Pilot's then current hourly pay rate plus twenty-three percent (23%), not limited to Minimum Guarantee.

Dated this 7th day of September 2018.

Dated this 7th day of September 2018.

For the Union:

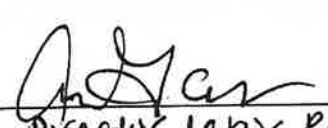
The International Brotherhood of Teamsters,
Teamsters Airline Division and Airline
Professionals Association Teamsters Local
Union 1224

By: 

Its: Chairman, IBT

For the Company:

Allegiant Air

By: 

Its: Director Labor Relations



INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION 1224 BYLAWS (Effective 04/27/18)

his duties or in handling funds and property of the Local Union shall constitute a ground for charges under Article XIX of the International Constitution on which trial shall be had under the provisions set forth in Section 21 hereof.

- (G). The elected officers and Business Agents of this Local Union shall be delegates to other subordinate bodies and Conventions thereof, by virtue of their office or elected position and in accordance with applicable provisions of the International Constitution and the Bylaws of such other subordinate bodies.

SECTION 16: EXPENSES & AUTOMOBILES

- (A). Allowances: Recognizing that the officers and representatives of this organization do not work regularly scheduled hours and receive no compensation for overtime and premium pay; also recognizing that such individuals are required to pay varying amounts for lodgings and meals depending upon the city to which they travel, which amounts are sometimes less, but more often more than the allowances given them; and recognizing that they must participate in cultural, civic, legislative, political, fraternal, educational, charitable, social and other activities in addition to their specific duties as provided in the Constitution and these Bylaws, that such activities benefit the organization and its members and that the time spent in such activities is unpredictable and unascertainable such officers and representatives may be granted an allowance (both for in-town and out-of-town work, respectively, which in the case of out-of-town work shall include hotel and meal expenditures) in such amount (daily, weekly, or monthly) as the Local Union Executive Board may determine but, in no event, in excess of that provided by the International Union to International officers, except with specific advance approval of the membership. Where such an allowance has been granted, there shall be no need to make a daily or other accounting to the Local Union membership. Any such allowance must be of a reasonable amount, based upon the financial condition of the Local Union and the expenses the allowance is expected to cover. All policies adopted by the Executive Board shall be written and included in the Policies and Procedures Manual referenced in Section 14(A)(2) of these Bylaws.

Where allowances are provided, officers and employees may not be reimbursed for additional expenses for items intended to be covered by the allowance without specific additional authorization by the Executive Board and approval by the membership. In no event shall an officer or employee receive more than one payment for the same expense.

- (B). Expenses: When a representative of the organization is engaged in activities in the interest of or for the benefit of the organization and its members within the scope of his authority, the labor organization shall pay the expenses incurred therein, or reimburse the representative upon receipt of itemized vouchers from him/her or the supplier of such services, provided that the representative does not receive an allowance for these expenses or reimbursement from any other source.
- (C). Automobile Allowance: The Local Union may provide its officers or representatives with automobiles upon authorization of the membership, or in lieu thereof, they may be paid an allowance for use of their automobiles in such amount or at such rate as shall be approved by the Local Union Executive Board. Authorizing motions providing automobile allowances must specify the expenses covered by the allowance (for example,



INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION 1224 BYLAWS (Effective 04/27/18)

whether the allowance covers fuel, maintenance, insurance, etc.).

In such instances where the Local Union provides an automobile, title to the automobile shall remain in the name of the Local Union, until the Local Union decides to dispose of the vehicle. It is recognized that such officers or employees are required to be on instant call at all times, may be required to garage such automobiles and are responsible for their safeguarding. Accordingly, for the convenience of the Union and as partial compensation for such additional responsibilities, such officers shall be permitted private use of such automobiles on a round-the-clock basis when the automobiles are not required on Union business, but shall not be used during periods of vacation.

- (D). Benefits: The Local Union Executive Board may from time to time provide the terms and conditions of employment for officers, employees and representatives of this organization including, but not limited to, such fringe benefits as vacation with pay, holidays, sick leave, time off for personal leave, and, in connection therewith, any disability or sickness, health and welfare and retirement benefits and activities, and may from time to time provide changes therein, as well as additional compensations and allowances. Any such benefit adopted by the Executive Board shall be specifically set forth in the minutes of the Executive Board meetings. Policies may be modified in the manner specified in these Bylaws but must be reaffirmed no less frequently than the start of a new term of office. The principal executive officer shall be responsible for ensuring compliance with the policies and for maintaining records necessary to verify that all officers and employee have been compensated in accordance with the policies. The President, with Executive Board approval, is authorized to make to any Local Union officer or employee advances on his salary and/or vacation pay, within the restrictions of applicable law.
- (E). Flight Pay Loss: Recognizing that a significant number of elected officers, Stewards, and volunteer committee members within this Local Union are covered by Collective Bargaining Agreements (CBA) or Letters of Agreement (LOA) that provide for Flight Pay Loss (FPL) reimbursement for certain Union Business, such officers, Stewards, and members who receive FPL reimbursement from Local 1224, either directly or via their airline, shall be subject to the following limitations. The purpose of this Section is to limit FPL to reimbursement of pay lost when a member is released from conflicting company duty for Union Business. FPL shall not be used to pay members for Union Business conducted on scheduled days off. If any of the terms of this Section conflict with explicit terms of the CBA under which the member works, the terms of that CBA shall prevail.
- (1). Flight Pay Loss reimbursement shall be used solely to protect a member's regular compensation. It shall not be used to supplement or augment a member's airline compensation above the level to which the member is entitled by the applicable CBA for a normal work month or other defined pay period. A "normal work month" or "normal pay period" shall not exceed the number of days or pay credit value of the member's original assigned or awarded bid line, including scheduled duty and reserve, for any pay period. Such compensation may include minimum guarantee, flight pay credit, pay overrides for instructor or check airman duty, calculated rig time (CRT) or other rig value, training pay, and any other normal compensation. Total Flight Pay Loss reimbursement to any member for any pay period shall not exceed the total compensation value for the original assigned or awarded bid line, less any compensation earned and paid by the airline for the pay period.
 - (2). If an officer, Steward, or member of the Local Union is on an extended leave of absence for Union Business or is otherwise prevented from bidding for a normal line of work, FPL reimbursement from Local 1224 shall not exceed the value of the



INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION 1224 BYLAWS (Effective 04/27/18)

highest-value line offered for normal bidding in any month. Such value shall be computed at the member's normal pay rate, including any applicable overrides. Except that, if a specific rate or value is established in the member's applicable CBA and/or LOA, that rate or value shall be used instead.

- (3). Any compensation or potential compensation for open time, premium pay, or voluntary extensions on days originally scheduled as days off shall not be subject to FPL reimbursement from Local 1224, even if the member performs Union Business on those scheduled days off.
- (4). Nothing herein shall be construed to prohibit reimbursement for standard per diem and/or expenses incurred for Union Business, per Section 16(A) and 16(B) of these Bylaws. Neither shall anything herein be construed to prohibit FPL reimbursement from the company that is not subject to further reimbursement from Local 1224.

SECTION 17: NOMINATIONS & ELECTIONS OF OFFICERS: RULES

- (A). Time of Nominations and Elections: Nominations for the election of officers shall be conducted in the month of September subject to the provisions of the International Constitution. The election of officers shall be held not less than thirty (30) days after nominations have been closed. The Local Union Executive Board shall set the time and place of nominations and elections and such time and place and other relevant arrangements shall be convenient to the greatest possible participation by all the members.

The term of office of Local Union officers, elected Business Agents, and members of Executive Council(s) shall not be for a lesser period than three (3) years, except where necessary to bring the terms of office of all officers in concurrence or in order to provide for a schedule of nominations and elections in accordance with Article XXII, Section 4(a) of the International Constitution.

- (B). Notice of Rules, Nominations, and Election: At least twenty (20) days prior to the date of the beginning of the nomination period, specific notice of the period of time in which written nominations shall be accepted and the offices to be filled shall be mailed or shall be published in any Local Union publication mailed to the membership (except that notice of nominations and election may be combined); each member shall be advised in such notice that the election rules are set forth in the bylaws and International Constitution which are available upon request.

- (C). Eligibility of Members:

- (1). Every member whose dues are paid up through the month which is prior to the month in which the nominations or election is held shall have the right to nominate, vote for, or otherwise support the candidate of his/her choice. No member whose dues have been withheld by his/her employer for payment to the Local Union pursuant to his/her voluntary authorization provided for in a collective bargaining agreement shall be declared ineligible to nominate, or vote for, a candidate for office in the Local Union, by reason of a delay or default in the payment of dues by the employer to the Local Union.
- (2). To be eligible for election to any office in this Local Union, a member must be in continuous good standing in this Local Union and actively employed at the craft within the jurisdiction of this Local Union for a period of twenty-four (24) consecutive months prior to the month of nomination for said office, and must be

RE: Currency

From Eric Gust <Eric.Gust@allegiantair.com>

Date Mon 11/26/2018 8:35 AM

To Andrew Robles <Andrew.Robles@allegiantair.com>

Cc Mark Grock <Mark.Grock@allegiantair.com>; Tyler Hollingsworth <Tyler.Hollingsworth@allegiantair.com>; ExcoAllegiant <ExcoAllegiant@apa1224.org>; Andrew J. Robles <ARobles@apa1224.org>; Ed Gleason <EGleason@apa1224.org>; Paul Rutter <PRutter@apa1224.org>; Ellen Ham <eham@fordharrison.com>; Victoria Foster <Victoria.Foster@allegiantair.com>

Andrew,
Please forward me your requests to stay current in August so we can look into why flying was denied.

Thank you,

Eric

Captain Eric Gust
Vice President of Operations
Allegiant Air, LLC

From: Andrew Robles

Sent: Friday, November 16, 2018 4:16 PM

To: Eric Gust <Eric.Gust@allegiantair.com>

Cc: Mark Grock <Mark.Grock@allegiantair.com>; Tyler Hollingsworth <Tyler.Hollingsworth@allegiantair.com>; ExcoAllegiant <ExcoAllegiant@apa1224.org>; Andrew J. Robles <arobles@apa1224.org>; Ed Gleason <EGleason@apa1224.org>; Paul Rutter <PRutter@apa1224.org>; Ellen Ham <eham@fordharrison.com>

Subject: RE: Currency

Eric,

To be clear, I am on Union Business. I originally was requesting a flight on Sunday out of Mesa Gateway to stay current. While it is true that I am currently sick, I am on a Union Business day and would not need to call in sick. Once both parties realized I was not current, (Merlot does not flag unless a flying assignment is scheduled.) I had discussions with Melanie to schedule training. Also, I would like it noted that I had requested on multiple occasions to be assigned a flying event to stay current while I was on reserve in August. All of these requests were denied.
Thank you for keeping my RFT schedule intact. Is it your intention to keep me on a "non-pay inactive status" or has this been resolved?

Thank you
Captain Andrew Robles
Chairman
Allegiant Air Pilots'
Executive Council

**Charging Party's
Exhibit 12**

and landings within the previous 90 days. You have de-qualified (effective October 7th) and may not operate as a required pilot crewmember until you reestablish landing currency under the supervision of a check pilot per 14 CFR 121.439. Because Allegiant does not conduct flight training in aircraft, the reestablishment must take place in a full flight simulator. We are working to get you in the simulator to get you requalified on the day requested in your email. Until you requalify, you are in a non-pay inactive status and your bidding rights have been suspended.

With respect to your claim that you are "full-time FPL" - - there is no such status in the CBA. We assume you may mean that you are on Long Term Union business; however, it is our understanding that you have not accepted a full-time elected position with Local 1224 or the International and would not fall under the Long-Term Union Business provision in the CBA.

Crew training will be in touch regarding scheduling you in the sim.

Regards,

Eric

Captain Eric Gust
Vice President of Operations
Allegiant Air, LLC



From: Andrew Robles
Sent: Wednesday, November 14, 2018 7:16 PM
To: Crew Services <Crew.Services@allegiantair.com>
Cc: Mark Grock <Mark.Grock@allegiantair.com>; Tyler Hollingsworth <Tyler.Hollingsworth@allegiantair.com>; Eric Gust <Eric.Gust@allegiantair.com>
Subject: Currency

To whom it may concern,
I am requesting a flight for currency on Sunday 11/18/2018. I need three landings within 90 days and as you are aware I am on fulltime FPL with the Union. I am therefore asking for flights 532/533/544/545. ~~Because I am currently blocked as a Union Business day that was pre-planned,~~ I am not entitled to any additional pay. Please contact me with any concerns in regards to this request.

Thank you
Captain Andrew Robles
Chairman
Allegiant Air Pilots'
Executive Council
702-287-3590

From: [Eric Gust](#)
Sent: Friday, November 16, 2018 4:26 PM
To: [Andrew Robles](#)
Cc: [Mark Grock](#); [Tyler Hollingsworth](#); [ExcoAllegiant](#)
Subject: RE: Currency

Andrew,
I believe they already have you set up on Sunday as per your request. Travel is booked as well.

As it was reported to me by the scheduling department, you indicated a high probability of now calling in sick for this event. I will instruct them to cancel it as to not disrupt the other student's schedule. Plan on staying on your RFT schedule in Dec.

Eric

CaptainEric Gust
Vice President of Operations
Allegiant Air, LLC

From: Andrew Robles
Sent: Friday, November 16, 2018 11:27 AM
To: Eric Gust <Eric.Gust@allegiantair.com>
Cc: Mark Grock <Mark.Grock@allegiantair.com>; Tyler Hollingsworth <Tyler.Hollingsworth@allegiantair.com>; ExcoAllegiant <ExcoAllegiant@apa1224.org>
Subject: RE: Currency

Hello Eric,
That is correct, after talking to Melanie I have de-qualified. I am currently on FPL per our agreement. I have an RFT on December 10th. I have requested to do the Re-qualification during that time period. I would like to travel up a day early on the 9th, do the Re-qualification on the 10th and do the RFT on the 11th. Please let me know if this is acceptable.
Thank you,
Andrew Robles

Sent from [Mail](#) for Windows 10

From: [Eric Gust](#)
Sent: Friday, November 16, 2018 12:19 PM
To: [Andrew Robles](#)
Cc: [Mark Grock](#); [Tyler Hollingsworth](#); [ExcoAllegiant](#)
Subject: RE: Currency

Andrew,

We received your request below and deny it because you have not completed three takeoffs

1st draft

Andrew Robles <arobles@apa2118.org>

To: Ryan Fogelsanger <RFogelsanger@apa2118.org>; Erick Valenzuela <EValenzuela@apa2118.org>



LongTerm Union Business GSA.docx;

Captain Andrew Robles
Chairman
Allegiant Air Pilots'
Executive Council

Re: 1st draft

Erick Valenzuela <EValenzuela@apa2118.org>

To: Andrew Robles <arobles@apa2118.org>



LongTerm Union Business GSA.docx;

Would it be considered a GSA, or would it be an LOA? Is there a grievance/remedy associated with it?

-E

Sent from my iPhone

On May 31, 2021, at 21:18, Andrew Robles <arobles@apa2118.org> wrote:

Captain Andrew Robles
Chairman
Allegiant Air Pilots'
Executive Council

Re: 1st draft

Andrew Robles <arobles@apa2118.org>

To: Erick Valenzuela <EValenzuela@apa2118.org>



LongTerm Union Business GSA.docx;

MOU. Just used one of my old templates and didn't change it

Captain Andrew Robles
Chairman
Allegiant Pilots Association
Executive Council

On May 31, 2021, at 21:48, Erick Valenzuela <EValenzuela@apa2118.org> wrote:

Would it be considered a GSA, or would it be an LOA? Is there a grievance/remedy associated with it?

-E

Sent from my iPhone

On May 31, 2021, at 21:18, Andrew Robles <arobles@apa2118.org> wrote:

Captain Andrew Robles
Chairman
Allegiant Air Pilots'
Executive Council

Re: 1st draft

Ryan Fogelsanger <RFogelsanger@apa2118.org>

To: Andrew Robles <arobles@apa2118.org>

Cc: Erick Valenzuela <EValenzuela@apa2118.org>

Okay cool, I think the concepts are good, I'll take a look again later tonight when I'm back, but overall structure and concepts looked good when I read it earlier.

Ryan

Ryan Fogelsanger

Allegiant ExCo

Teamsters Local APA2118

On Jun 1, 2021, at 20:16, Andrew Robles <arobles@apa2118.org> wrote:

MOU. Just looking at the concepts. Has grammar errors, etc. Just trying to work out the ideas Thoughts?

On 6/1/21, 11:01 AM, "Ryan Fogelsanger" <RFogelsanger@apa2118.org> wrote:

Would it be considered a GSA or an MOU?

Ryan Fogelsanger

Allegiant ExCo

Teamsters Local APA2118

On May 31, 2021, at 21:18, Andrew Robles <arobles@apa2118.org> wrote:

Captain Andrew Robles

Chairman

Allegiant Air Pilots'

Executive Council

<LongTerm Union Business GSA.docx>

FW: Long Term Union Business MOU

Andrew Robles <arobles@apa2118.org>

To: Bill Fishburn <William.Fishburn@allegiantair.com>



LongTerm Union Business MOU.docx;

Good Morning Bill,
I just wanted to ensure that you received this MOU.

Captain Andrew Robles
Executive Council Chairman/ Assistant Trustee
IBT Local 2118

From: Andrew Robles <arobles@apa2118.org>
Date: Tuesday, June 8, 2021 at 4:35 PM
To: Bill Fishburn <William.Fishburn@allegiantair.com>
Subject: Long Term Union Business MOU

Hello Bill,
Please find the attached MOU for long-term Union Business. As discussed, these provisions are already in the contract, but it is very vague on how it will be accomplished. My intent is to go on Long-term Union Business, but I want to clarify the way that it works prior. Please take a look at what I've drafted here and let's have a discussion when you have some time. (This language would be rolled into the section 24 UB pass coming up at the end of the month, so I thought we could get a head start on it.)

Thank you,

Captain Andrew Robles
Executive Council Chairman/ Assistant Trustee
IBT Local 2118

SECTION 24 UNION BUSINESS

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1. Time Off For Short Term Union Business

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1. Upon written notification by the Union, the Company shall release two (6) Pilots during any one time from duty for the purpose of performing Short Term Union Business. The notification must include the names of the Pilots and the duration of the time away from duty. The Union may request that additional Pilots be granted Union leave, and the duration thereof shall be granted by the Company subject to the needs of the operation. Such approval shall not be unreasonably withheld.
2. The Union shall provide as much advance notification as possible for Short Term Union Business.
3. Time off for Short Term Union Business for the reasons set forth below is not subject to the restriction in subsection 24.1: however, the notice requirements in this Section will still apply:

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1. Three (3) Pilots who are participating in collective bargaining negotiations with the Company.
2. A Pilot who is serving as a Board member on the System Board of Adjustment.
3. A Pilot(s) testifying, and or involved in an arbitration before the System Board of Adjustment.
4. Pilots who are performing duties on the Aviation Safety Action Program ("ASAP") Event Review Committee ("ERC").
5. Pilots, including Pilot representatives, who attend joint Union-Company management meetings requested by the Company.

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2. Time Off For Long Term Union Business

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1. Time off for purposes of Long Term Union Business shall be granted only for one (1) individual who has accepted a full-time elected position with the Local Union or International Union.
2. The Union shall notify the Company at least forty-five (45) days before the commencement and conclusion of this time away from duty for Long Term Union Business.
3. A current and qualified Pilot who returns from Long Term Union Business after bids have closed shall be assigned a Composite Line.

Section 24: Union Business 24-1

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4. If Training or requalification is necessary, a Pilot's return date shall be determined by the first available class date to re-qualify him for the position to which he is returning.
5. A Pilot returning from a Long Term Union Business shall return to work in the following order:
 1. To the first available preference on his Standing Bid that his seniority can hold; or,
 2. To his former position; provided, that it still exists and his Seniority allows him to hold the position; or,

3. If his former position does not exist or he no longer has sufficient Seniority to hold his former position, the Pilot may bump into any position that his Seniority allows him to hold.

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3. Full Time Flight Pay Loss

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1. Local Union Elected Officers shall have the ability to be on Full Time Flight Pay Loss.
2. Pilot(s) on Full Time Flight Pay Loss shall not bid during the monthly bid period.
3. A Pilot on Full Time Flight Pay Loss shall designate his Flight Pay Loss days prior to the commencement of mothly bids, and shall be compensated five (5) PCH per day.
4. A Pilot on full time Flight Pay Loss may pick up trips from Open Time on days not designated for Union Business and shall be paid all PCH and Overrides in Section 3. Compensation.
5. A Pilot on full time Flight Pay Loss in order to maintain currency shall have the ability to pull and pay protect another Pilot, by submitting a request to Crew Services. If a Pilot exercises this provision said pilot shall not receive compensation for the trip above the Flight Pay Loss for his known absence.

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C. Flight Pay Loss and Administration of Benefits

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1. A Pilot on a Union Business shall:
 1. Accrue Seniority and Longevity;
 2. Accrue Sick; and
 3. Continue to receive all other benefits covered by this Agreement, on the same basis as other active Pilots, including, but not limited to, continued participation in the Company's travel pass policy, retirement plan, Company group insurance and other health and welfare plans provided he continue to pay his portion of the premiums, unless the Union instructs the Company otherwise.
2. Flight Pay Loss

a. The Union shall reimburse the Company for such Flight Pay Loss ("FPL") attributed to any Union Business. The FPL reimbursement to the Company shall be only for the credit of the scheduled trip(s) dropped, at that Pilot's then current hourly pay rate plus twenty- three percent (23%).

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Section 24: Union Business

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24-2

1. For all Union Business days that have been blocked as a known absence (i.e., no trip/duty dropped), the value of the known absence shall be five,

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(5) PCH per day if the Union Business day is submitted prior to bids opening for the following month.

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ii. For all Union Business days that have blocked as a know absence (i.e., no trip/duty dropped) submitted in the current bid month, the value of the known absence shall be three (3) PCH per day.

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iii. With respect to a Pilot on Short Term Union Business as described in Section 24.A. the Company shall pay the full

credit value of the scheduled trip dropped during such leave at his then current Hourly Pay Rate.

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c. The Company shall send an invoice to the Union no later than sixty (60) days following the Bid Period in which the FPL was incurred, which shall include the following information: the employee's name, the dates of Union Business, the credit value of the scheduled trips dropped while on such Union Business, the Pilot's then current hourly pay rate, and the individualized and aggregate dollar amount to be reimbursed to the Company.

d. The Union shall reimburse the Company within forty-five (45) Days after receipt of the Company's invoice.

e. All Flight Pay Loss for Safety related programs (i.e., ASAP ERC, FOQA Gatekeepers etc.) Shall be paid for by the Company.

Re: [EXTERNAL]Union Request for Release from Company Duty

From Andrew Robles <arobles@apa2118.org>
Date Mon 3/11/2024 6:23 PM
To Rodney Hardesty <Rodney.Hardesty@allegiantair.com>

Rod, I apologize. We implemented a new FPL protocol for long-term UB to comply with the CBA and I may not have submitted it correctly. I will resubmit it to see if it works correctly now. I will be submitting for 100 PCH on UB. The new module will just say the PCH value and will not be tied to specific days. Short-term UB will still be submitted the same. Please take a look at the output from what I submit and let me know if you have any concerns.

Thank you Rod,
Andrew

From: Rodney Hardesty <Rodney.Hardesty@allegiantair.com>
Date: Monday, March 11, 2024 at 4:05 PM
To: Andrew Robles <arobles@apa2118.org>
Subject: FW: [EXTERNAL]Union Request for Release from Company Duty

Hey Andrew, can you let me know what you are taking for March?

Thank you

Hardesty

Together We Fly™

Rodney Hardesty | System Chief Pilot, Director of Flight Operations
Allegiant Travel Company
1201 N. Town Center Drive, Las Vegas NV 89144
D: 702.830.8241
Rodney.Hardesty@allegiantair.com
www.allegiant.com

From: Lexi Leland <Lexi.Leland@allegiantair.com>
Sent: Monday, March 11, 2024 8:36 AM
To: Rodney Hardesty <Rodney.Hardesty@allegiantair.com>
Subject: FW: [EXTERNAL]Union Request for Release from Company Duty

Hi Rod,

Andrew has not replied to the communication below and his schedule is blank for the remainder of March.

Best,

**Charging Party's
Exhibit 14**

Starting Date: Mar-01-2024
Ending Date: Mar-30-2024
Assignments: Preplanned
Pay Credit Hours: 120.00

Approved By: Andrew Robles
Approval Date: Jan-22-2024

FPL Type: Union Business--Officer Duties

Please send an email to Andrew Robles at ARobles@apa2118.org to confirm that the request has either been approved or denied.

Thank you for your assistance with this request.

Regards

Captain Andrew Robles
Teamsters Local 2118
President - Executive Board
4270 S. Decatur Blvd., Suite A-9
Las Vegas, NV 89103

This is an automatic email, please do not reply.

Step 1

Robles sends
hours request
directly to
Allegiant

Step 2

Allegiant pays
Robles directly
for all hours he
claims, with no
union oversight

Step 3

Local 2118, through
Robles, reimburses
Allegiant in a lump
sum covering all flight
pay loss, including
Robles' claimed hours

CONSULTING SERVICES AGREEMENT



This Consulting Services Agreement ("Agreement") is entered into on this 16th day of January 2024 between John P. Owens, 10160 McDowell Shortcut Road, Murrells Inlet, SC 29576 ("Consultant") and Allegiant Pilots Association, IBT Local 2118 ("Client").

1. Explanation of the Terms of this Agreement

It is understood that this Agreement is to retain John Owens to provide consulting services in support of the Client negotiations involving airline compensation and contractual issues. Such consulting services may include, but not be limited to, contract evaluation, data acquisition, oral and written communication, and other professional consulting services as may be requested by the Client. The Consultant agrees to perform such duties and services in a professional, timely and confidential manner, and to undertake work assignments only at the request of the Client, their Representatives or Counsel. The fee to be paid to John Owens for all services will be made through a monthly consulting fee, as well as the reimbursement by the Client of all travel, lodging and business meal expenses directly related to the completion of consulting services (specified in paragraphs 3 below).

2. Scope of Services

Under the terms of this Agreement, John Owens promises to provide the following services:

- a) Data Acquisition, communications, and other services as required.
- b) Review of relevant proposals, contracts, tentative agreements, reports, correspondence, and other written and oral support services as required.
- c) Interaction with and support of, or by, Client designees and Counsel as requested.
- d) Consultants' attendance at in-person meetings or hearings will be at the request of the client.

3. Consultants Fees

Consultant will charge Client the following for services performed under the terms of this Agreement:

- a) Subject to the provisions of this Agreement, Client shall make the following payments to Consultant:
 - i. A monthly retainer fee of \$39,000.00 (thirty-nine thousand, and no/100) per month payable on the last business day of each calendar month for the services of the Consultant via check or bank transfer payable to John Owens.
 - ii. Consultant will be responsible for all tax payments to the appropriate authorities.
 - iii. The Client agrees to pay all travel, lodging and business meal expenses contained in Consultant's monthly invoices within 15 days of receipt of invoice.

All receipts will be itemized -jpo

4. Conflicts of Interest

During the term of this Agreement, or any extensions, Consultant agrees not to perform services in which the interests of the Client may be potentially or are in fact adverse to those interests.

5. Effective Date and Term of Agreement

- a) This Agreement will take effect upon the execution of it by both parties, i.e., at a time when both parties have signed it.
- b) This Agreement will remain in effect for a period of six months. After six months, this agreement may be renewed on a month-to-month basis provided both parties are agreeable and provide notification to the other party 30 days prior to the expiration of this Agreement.
- c) Should the services of the Consultants no longer be needed due to an early successful achievement of the desired outcome, which occurs earlier than 6 months, this agreement can be terminated with 30-day notice and mutual agreement of the parties.

6. Scope of this Agreement

This Agreement constitutes the entire Agreement between the parties regarding consulting services to be performed for Client by John Owens who is an independent contractor and not an employee of the Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

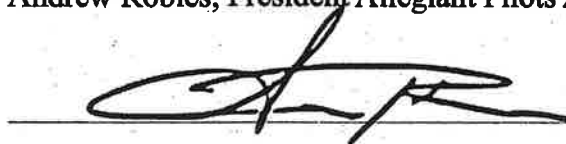
John P. Owens ("Consultant")



Date

19 Jan 2024

Andrew Robles, President Allegiant Pilots Association, IBT Local 2118 ("Client")



Date

Re: Motion to the board

John Owens <icandoconsulting@gmail.com>

Mon 3/18/2024 3:33 AM

To: Andrew Robles <arobles@apa2118.org>

I am humbled by the righteous foundation of this effort sir. This is not only well done, but shows the unnecessary nature of the audit and witch-hunt this Union and its membership have endured.

You are the right man for the job, and your members have chosen wisely. Now let's get a contract.

Respectfully,

John Owens

843-318-7773

NOTICE: This email and any attachments are for the exclusive and confidential use of the intended recipient(s).

On Mar 17, 2024, at 22:19, Andrew Robles <Arobles@apa2118.org> wrote:

Motion approved by the board:

This is a belt and suspenders motion to retroactively approve expenditures that were incurred from 2020 to 2024 in the pursuit of representing our pilot group. I believe that all expenditures listed here were properly incurred.

The majority of these types of expenses were incurred without a motion at local 1224 and were approved without a motion under the guidance of our Trustee Scott Hegland. We therefore believed the manner in which we approved these expenditures was in line with Teamster protocol. After a debriefing from our teamster brothers during the audit, we understand that we needed to adopt policies to allow for the expenditures and or approve motions. Moving forward we will adopt that practice, and retroactively we will approve these properly approved but not motioned expenditures. Each expenditure will be described and discussed if there is a question. The motion that I am putting forward is to summarily approve all of the combined and discussed expenditures.

Motion to approve all previously incurred expenses associated with the following:

1) All expenditures, travel and meals, associated with the HIMS Conference, the NGPA conference and the SWAPA conference. All of these conferences were previously discussed and approved, but no motion was recorded to approve these expenditures.

2) All expenditures associated with the Union required Liability Insurance. All expenditures associated with Local 2118 purchasing Union Liability Insurance is retroactively approved from the time period of Jan 01 2020 to March 17, 2024.

3) All expenditures associated with required elections, those include elections required by our bylaws or those required by the authorization of the IBT General President. All expenses incurred for elections between Jan 01 2020 to March 17, 2024 shall be retroactively approved.

4) All expenditures associated with the purchase of Union "Swag" offered to our members between the dates of Jan 01, 2020 to March 17, 2024. This approval includes all previously purchased, bag tags, Lanyards, copies of the CBA, Union Pins, and business cards.

5) All expenses incurred between Jan 01 2020 to March 17, 2024 for Captain upgrade and new hire dinners. These expenses are considered absolutely necessary to the operation of Local 2118. All travel, meals and expensed incurred by officers and or Union volunteers in the pursuit of offering this touchpoint for our members is approved.

6) Motion to retroactively approve the Hospitality suite utilized to facilitate Allegiant C suite executives, eboard members and or Union volunteers and their guests in a gesture of good will and relationship building. The suite was purchased on 11/18/2022. This approval shall include purchases for alcohol, water, and snack purchased to facilitate the event.

7) This motion will also, retroactively approve the retirement dinner for Erick Valenzuala and the Retirement award that was presented to him at the dinner on 04/10/2023.

8) All previous expenditures in the pursuit of improving Union Impact which is our primary software used to handle grievances, arbitrations, flight pay loss, professional standards, and membership outreach. Several expenses have been incurred as IT orders to improve the overall use of the software. This motion will retroactively approve all previous expenditures from Jan 01, 2020 to March 17, 2024.

9). It was identified that we erroneously exceeded the approved Motion to purchase General President Hoffa Jr. a retirement gift and a gift for newly elected Sean O'brian as a congratulatory gift by \$39.22. This motion will retroactively approve the additional expenditure.

10) This will approve all previously expensed Internet and Cell Phone charges that were incurred and paid from Jan 01, 2020 to March 17, 2024. All expenses will be retroactively approved in the same manner that is approved in our current approved policy and procedure manual.

11) This motion will approve the Light fixtures purchased for the purpose of conducting webinar videos for our members. This purchase was made on 07/19/2023 for a total of \$309.05 and is union equipment.

12). Motion to reaffirm the Aviation Medicine Advisory Service as service that will be provided to our membership on a monthly basis from moving forward.

13) Motion to reaffirm the Hawaii donation sent to JC42 that was approved at our Eboard Meeting for the amount of \$10,000. (insert date of the meeting)

14) Motion to approve the Welfare out reach for our deceased brother Mario Gouvias, and our member Eric Baron that had heart attack. This motion will retroactively approve the cost associated with these actions.

15) Motion to approve these meals retroactively that either did not have a itemized receipt or a missing receipt affidavit that was not approved by the board:

- A. Napa Thai cuisine that was a meal incurred during negotiations and attended by the majority of the Eboard.
- B. Founding Farmers expense that occurred on 02/16/2023 during lobbying efforts.
- C. California Pizza kitchen on 10/17/2022 during negotiations with Maury Gallegher and Jerry Martinez.
- D. Lazy dog on 06/21/2022 for negotiations.

**Charging Party's
Exhibit 17****Fwd: Credit Card**

Karen VanNostrand <KVanNostrand@apa2118.org>

Wed 1/13/2021 11:00 AM

To: Andrew Robles <arobles@apa2118.org>; Scott Hegland <SHegland@apa2118.org>

Hi guys,

I asked Gloria to put into writing why we cannot use our existing credit card.

Please see below:

From: "Morgan, Gloria" <gloria.morgan@chase.com>**Date:** January 13, 2021 at 10:53:40 AM PST**To:** Karen VanNostrand <KVanNostrand@apa2118.org>**Subject: Re: Credit Card**

Hi Karen ,

As per conversation with the union CPA and Thomas Conelias , the union prohibited any credit card to have any of the signer as a guarantee on any business

credit card. This is part of the union rules. The new card is a corporate liability card which means its only under the union.

Sincerely,

Gloria Morgan | Relationship Manager | Business Banking | **JPMorgan Chase Bank, N.A.** | 38-18 Broadway, Astoria, NY 11103 | T: 718 545 1318 | EFAX: 718 247 1664

For excellent service call our Business Platinum Service Line @ 1-877-425-8100

<http://www.chase.com/>gloria.morgan@chase.com

From: Karen VanNostrand <KVanNostrand@apa2118.org>**Sent:** Wednesday, January 13, 2021 1:30 PM**To:** Morgan, Gloria (CCB, USA)**Subject:** Credit Card

Hello Gloria,

Local 2118 Policy and Procedures Manual

1. Expenses

a. Car Rental

Members will purchase the damage insurance when renting a vehicle for Union work. Members will in all instances do their best to return the vehicle fueled up. In the event the vehicle is turned in not fueled up, it must be done so for a reason that makes economic sense. (flight will be missed, unable to reasonably fuel up and return the car promptly, etc.)

b. Air Travel

Members will purchase air travel in the economy or economy plus tier or the same economic tier that is negotiated in the collective bargaining agreement. (aisle or window etc.) First class travel will not be permitted unless the ticket is for the same price as the economy plus, or the ticket purchase is required for extenuating circumstances and only first class travel is available at the schedule required for the travel. First-class travel for extenuating circumstances must have advance approval from at least two members of the Executive Board.

c. Hotel Reservations

Hotel Reservations will be made in rooms that are in line with the provisions negotiated in the collective bargaining agreement. Upgraded rooms may be utilized for special events and or functions. (An example would be an event where membership is invited or a larger room instead of renting a conference room.)

d. Meals

The Cumulative Meal expense will be limited to \$150 per member daily. Alcohol will be limited to one drink per member daily, either with or without a meal.

e. Receipts

Receipts will be turned in within 120 days of the expense being made. Both an itemized and a credit card receipt will be turned in with the expense report. All receipts will be signed by the member and will indicate the reason for the expenditure. If the receipt includes expenses of other persons (for example, a single receipt for meals of multiple members or ground transportation where an additional passenger incurs an additional charge), the name of all persons covered by the expense should be included on the receipt.

i. Lost Receipts

In the event a receipt is lost, the expense may still be reimbursed provided a signed affidavit is submitted to include the type of expense and the reason for the expense. Repayment will be at the discretion of the majority of the Executive Board.

2. Employees

a. Vacation

i. Vacation Accrual and Eligibility:

Employees of Local 2118 are eligible for paid vacation time as a benefit of their employment. All full-time employees are eligible for vacation benefits, while part-time employees may be eligible on a prorated basis. To request vacation time, employees must submit a written request to the president of the local with reasonable notice, allowing sufficient time for proper scheduling and workload management.

ii. Approval Process and Scheduling:

The approval of vacation requests is subject to the operational needs of the local. Employees are encouraged to plan and communicate their vacation requests well in advance to facilitate a smooth approval process. While every effort will be made to accommodate requested vacation dates, the local reserves the right to deny or reschedule vacation time based on business demands. In the event of conflicting requests from multiple employees within the same department, priority will be given based on seniority, performance, and the overall impact on team productivity.

iii. Vacation Pay and Recordkeeping:

During approved vacation periods, employees will continue to receive their regular salary and any applicable benefits. To ensure accurate recordkeeping, employees are required to report vacation days taken through the company's designated timekeeping system. Unused vacation days may not be carried over to the next year. At the time of separation from the company, employees will not be entitled to payment for accrued but unused vacation days.

ix. Vacation Accrual:

Full-time employees will start with two weeks of vacation. A third week of vacation will be accrued on the anniversary date of their fifth year of employment. Accrued Vacation must be used in the year it is allocated and will not roll over to the following year.

b. Sick Time

- i. At Local 2118 we prioritize the health and well-being of our employees. Our sick leave policy is designed to provide flexibility and support during times of illness. Eligible employees are entitled to up to two weeks (10 workdays) of sick leave per calendar year. Sick leave must be used in the year it is allocated and will not roll over to the following year.

- ii. Employees are encouraged to use sick leave for their own illness, medical appointments, or to care for an immediate family member with health-related needs. To request sick leave, employees must notify their supervisor or manager as soon as possible on the first day of absence, or in advance when foreseeable. In cases of unforeseeable or extended sick leave, employees should keep their supervisor informed of their expected return date. Sick leave may be taken in full-day increments, and any unused sick leave at the end of the calendar year will not carry over. During the approved sick leave period, employees will receive their regular pay. If additional sick leave is required beyond the initial two-week period, employees may request additional sick time on a case-by-case basis. Additional sick time may result in a reduction of pay or be considered a personal leave if excessive.

3. Flight Pay Loss

a. Long Term Flight Pay Loss

The President of the local will receive 120 PCH per month if on long term FPL. Other members of the local that are on long term flight pay loss will receive 110 PCH per month. Pay Credit Hours do not correlate with days and or hours worked. Members receiving Long Term Flight Pay Loss will work varied hours and days to handle varying duties, and those hours may not be reflected on the crew members work calendar.

4. Expenses

a. Cell Phone

As each member of the Executive Board primarily is using their personal cell phone for union business, Local 2118 has authorized the payment of 75% of the total cell phone bill for all members of the Executive Board. In the event an Executive Board member has a "family plan", the Executive Board member shall only deduct 75% of the bill that pertains to the individual Executive Board member's usage.

b. Internet expenses

High bandwidth internet support is required to operate the Zoom meetings and Union business that each board member is required to partake in. Local 2118 has authorized the payment of 75% of the total internet expenses for each member of the Executive Board.

5. Minutes

- a. Minutes of meetings will be taken and maintained by the Recording Secretary in accordance with the IBT Constitution and Local Union Bylaws.
- b. GMM minutes will be considered public and shall be shared upon request with all members.

- c. Executive Board Minutes shall be considered private and shall not be shared with general membership without just cause.

6. Meetings

- a. Executive Board and General Membership Meetings will be held and conducted in accordance with the IBT Constitution and Local Union Bylaws.
- b. The Executive Board will establish an agenda for Executive Board meetings by the business day prior to the meeting.
- c. The Executive Board will establish and approve an agenda for General Membership Meetings by the business day prior to the meeting.

7. Requests for information

- a. Members are welcome to come to the Local 2118 Office to review any document required to be shared by the LMRDA, Constitution or Bylaws.
- b. Documents that will be shared include the Bylaws, Constitution, Local 2118 Collective Bargaining Agreement, Approved GMM Minutes, Approved Quarterly Financial Reports, LM2 reports.
- c. Other document requests may be made by membership provided that the member requests the document in writing and just cause has been demonstrated. In the event a request is made for additional documents beyond those cited in paragraph 7.b of this document, that request will be reviewed by the Executive Board and by majority vote, shared with the requesting member. No document shall be emailed, photographed, or publicly posted unless approved by a majority vote of the Executive Board.
- d. All Local 2118 members must comply with their obligations under Bylaw Section 20.E.9 in maintaining the confidentiality of information provided by the Local Union.

**EXPERT REPORT
JOHN J. RICE, ESQ.**

I respectfully submit the following report addressing the legal basis for the International Brotherhood of Teamsters ("IBT") charges against Andrew Robles, Ryan Fogelsanger, Joshua Rockwood, Kurt Hanson, Michael Cawley, and Kenneth Seiden.

EDUCATIONAL AND PROFESSIONAL BACKGROUND

I will briefly address my educational background and criminal law experience. I received my bachelor's degree from Harvard University and my juris doctor degree from the University of Virginia. At the outset of my career, I served a judicial clerkship in United States Federal Court with the Honorable Judith N. Keep. Subsequently, I worked for the United States Department of Justice for over 15 years as an Assistant United States Attorney in several districts, including the Southern District of New York and the Southern District of California. During that time, I investigated and prosecuted cases ranging from immigration and drug offenses to public corruption and complex fraud cases. Many of these cases involved charges of mail fraud, wire fraud and racketeering.

After leaving the Department of Justice, I went into the private practice of law. For six years I worked as a securities class action attorney litigating civil cases against public companies accused of malfeasance. For the past 13 years I have worked primarily as a criminal defense

attorney representing a wide variety of clients in regard to state, federal and administrative investigations and prosecutions. During the course of my career, I have been involved with hundreds of criminal investigations and prosecutions. For several years, I taught a Federal Crimes class as an adjunct professor at the University of San Diego School of Law. Additionally, I have lectured at various law enforcement seminars on federal criminal law issues.

DOCUMENTS REVIEWED

For this matter, I have acquainted myself with the internal union charges against Andrew Robles, Ryan Fogelsanger, Joshua Rockwood, Kurt Hanson, Michael Cawley, and Kenneth Seiden, as outlined in Teamsters Local Union 2118 Trustee Greg Unterseher's letter dated August 2, 2024. It is my understanding that the charges involve allegations related to Andrew Robles receiving flight loss pay at a time he was not even qualified to fly a commercial aircraft as well as allegations of improper expenditures of union funds. Additionally, there are charges that executive board members failed to execute their fiduciary duties in allowing these abuses to occur. I have also reviewed the International Brotherhood of Teamsters Constitution ("IBT Constitution").

ANALYSIS

I will begin my analysis with the racketeering act charge against Brother Robles, which states in pertinent part, "Commission of racketeering acts as defined by applicable law, including: (1) 29 U.S.C. § 501(c)(3), embezzlement of union assets; (2) 18 U.S.C. § 1341, mail fraud to embezzle

union assets and deprive the Allegiant Air pilot members represented by the IBT and Local 2118 of honest services; and (3) 18 U.S.C. § 1343, wire fraud to embezzle union assets and deprive the Allegiant Air pilot members represented by the IBT and Local 2118 of honest services.” Under federal criminal law, the term “racketeering activity,” as defined in 18 U.S.C. § 1961(1), lists a number of federal crimes, including: mail fraud (18 U.S.C.1341), wire fraud (,18 U.S.C. 1343) and embezzlement from union funds (29 U.S.C. 501(c)).¹

I will now address the elements of the offense that must be proven to find the charged members guilty of each of the underlying racketeering acts. In conducting my analysis, I applied the preponderance of the evidence standard of proof, which is mandated as the applicable burden in trials of union members and officers. See Article 19, Section 1(e) of the IBT Constitution.² To convict a charged member of committing mail fraud or wire fraud, the following elements must be satisfied: (1) the accused’s knowing and willing participation in a scheme or artifice to defraud with specific intent to defraud, and (2) the use of the mails or interstate wire communications in furtherance of that scheme. See *United States v. Manion*, 339 F.3d 1153, 1156 (9th Cir. 2003);

¹ In relevant part, 18 U.S.C. § 1961(1) provides: “racketeering activity’ means . . . (B) any act which is indictable under any of the following provisions of title 18, United States Code: . . . section 1341 (relating to mail fraud), section 1343 (relating to wire fraud) . . . (C) any act which is indictable under title 29, United States Code, section 501(c) (relating to embezzlement from union funds) . . .”

² When a party has the burden of proving a charge by the preponderance of the evidence, it means the members of the panel must be persuaded by the evidence that the charges are more probably true than not. Ninth Circuit Model Jury Instruction 1.6., Ninth Circuit Manual of Model Civil Jury Instructions, March 2022. Notably, this is a lesser standard than that required in criminal trials which is proof beyond a reasonable doubt.

see generally 18 U.S.C. §§ 1341 (mail fraud), 1343 (wire fraud).³ To prove the crime, it must be shown that the accused acted with the intent to cheat and deceive. See, e.g., Ninth Circuit Model

³ The full text of the mail fraud statute, 18 U.S.C. § 1341, provides as follows:

Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, or to sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or procure for unlawful use any counterfeit or spurious coin, obligation, security, or other article, or anything represented to be or intimated or held out to be such counterfeit or spurious article, for the purpose of executing such scheme or artifice or attempting so to do, places in any post office or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by the Postal Service, or deposits or causes to be deposited any matter or thing whatever to be sent or delivered by any private or commercial interstate carrier, or takes or receives therefrom, any such matter or thing, or knowingly causes to be delivered by mail or such carrier according to the direction thereon, or at the place at which it is directed to be delivered by the person to whom it is addressed, any such matter or thing, shall be fined under this title or imprisoned not more than 20 years, or both. If the violation occurs in relation to, or involving any benefit authorized, transported, transmitted, transferred, disbursed, or paid in connection with, a presidentially declared major disaster or emergency (as those terms are defined in section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)), or affects a financial institution, such person shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both.

The full text of the wire fraud statute, 18 U.S.C. § 1343, provides as follows:

Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, transmits or causes to be transmitted by means of wire, radio, or television communication in interstate or foreign commerce, any writings, signs, signals, pictures, or sounds for the purpose of executing such scheme or artifice, shall be fined under this title or imprisoned not more than 20 years, or both. If the violation occurs in relation to, or involving any benefit authorized, transported, transmitted, transferred, disbursed, or paid in connection with, a presidentially declared major disaster or emergency (as those terms are defined in section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)), or affects a financial institution, such person

Jury Instruction 15.53, Wire Fraud, Ninth Circuit Manual of Model Criminal Jury Instructions, June 2024. The term “scheme or artifice to defraud” is a scheme under which the accused intends to defraud another person or entity. See, e.g., *United States v. Miller*, 953 F.3d 1095, 1101, 1103 (9th Cir. 2020) (“in every day parlance, [a scheme or artifice to defraud is] to cheat someone out of something valuable . . . a defendant must act with intent not only to make false statements or utilize other forms of deception, but also to deprive a victim of money or property by means of those deceptions.”)

The *mens rea* or intent element of the crime is to “knowingly and willfully” participate in a scheme or artifice to defraud. A person acts “knowingly and willingly” when they intentionally use the mail or wires to send communications that are intended to deceive another. See, e.g., *Miller*, 953 F.3d at 1102-1103 (wire fraud requires proof that defendant acted knowingly and with specific intent to deceive for purpose of causing some financial or property loss to another, or, “in other words, to deprive the victim of money or property by means of deception.”). Specific intent to defraud means that the accused intended that their actions would defraud another. The requisite intent under the federal mail and wire fraud statutes “need not be established by direct evidence but may be inferred from the defendant’s statements and conduct.” *United States v. Girard*, 911 F.2d 739 (9th Cir. 1990).

shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both.

In this matter, in addition to being charged with depriving members of union assets, the accused are also charged with “honest services” mail and wire fraud. “Honest services” refers to a type of fraud that may be conducted through mail or by wires in which an individual owes a fiduciary duty to another person and breaches that fiduciary duty with an intent to deprive the person to whom a fiduciary duty is owed of their property or money. See, e.g., *United States v. Milovanovic*, 678 F.3d 713, 726 (9th Cir. 2012), as amended (May 22, 2012) (“The Mail Fraud Statute . . . reaches those who deprive another of services, the value of which depends on them being performed honestly. . . . [and] deprivation of those services must be in breach of formal or informal fiduciary duty. . . .”); see also *United States v. Milheiser*, 98 F.4th 935, 942 (9th Cir. 2024) (noting that the “right of honest services . . . covers only schemes involving bribes or kickbacks”) (citing *Skilling v. United States*, 561 U.S. 358, 408-09, 130 S.Ct. 2896, 177 L.Ed.2d 619 (2010)).

Importantly, the wire transmission or mailing that is part of the scheme to defraud does not itself have to be fraudulent. It is not necessary that the scheme contemplate the use of the mails as an essential element. See *United States v. Garner*, 663 F.2d 834, 838 (9th Cir.1981), cert. denied, 456 U.S. 905, 102 S.Ct. 1750, 72 L.Ed.2d 161 (1982) (“the mailings need not be an essential part of the contemplated scheme, they need only be made for the purpose of executing the scheme”). “It is sufficient for the mailing to be ‘incident to an essential part of the scheme,’ . . . or ‘a step in [the] plot’” *United States v. Schmuck*, 489 U.S. 705, 710-711 (1989) (citations omitted).

The final racketeering charge at issue is embezzling labor union funds in violation of 29 U.S.C. § 501(c). To prove this charge, it must be shown either that the accused engaged in the unauthorized expenditure or use of labor union money or property, or that the accused engaged in the authorized use of labor union money or property for a wrongful purpose. See, e.g., *United States v. Andreen*, 628 F.2d 1236, 1243 (9th Cir. 1980) (“Convictions under Section 501(c) have been upheld upon proof of unauthorized use of funds with fraudulent intent”); *United States v. Thordarson*, 646 F.2d 1323, 1336 (9th Cir. 1981) (“lack of authorization, lack of union benefit, and the defendant’s failure to believe that there is authorization or union benefit, all are likely to bear on the essential element of fraudulent intent. . . . [and] [i]n a particular case, these factors may be crucial in determining the defendant’s intent.”).

The accusations in this matter allege that Brother Robles was the main architect and beneficiary of the scheme to defraud. The other brothers, Ryan Fogelsanger, Joshua Rockwood, Kurt Hanson, Michael Cawley, and Kenneth Seiden are accused of aiding and abetting Brother Robles’ criminal acts. Aiding and abetting is a crime that is set forth in the United States Code at Title 18, U.S.C. § 2. This section provides, in relevant part, “that whoever commits an offense ...or aids, abets, counsels, commands, induces or procures its commission, is punishable as a principal.” To be guilty of aiding and abetting the charged crimes, these men must have been aware of Brother Robles’ crimes and provided assistance in the execution of these crimes. As described in the charging document, Ryan Fogelsanger, Joshua Rockwood, Kurt Hanson, Michael Cawley, and Kenneth Seiden were all members and officers of the executive committee

of Local 2118. It is properly alleged in the charging letter that these brothers were aware of Brother Robles' crimes against the local and aided and abetted these violations by failing to prevent and/or report Robles' actions despite their fiduciary obligations as union officers to do so.

I have had the opportunity to review the applicable charges and apply the alleged facts to the relevant charges and elements of each charged violation. It is my opinion that if the accusations and factual allegations included in Trustee Unterseher's letter dated August 2, 2024, are presented and shown to be accurate at a hearing, all members would be guilty of all the charges listed therein as all elements would have been proven by a preponderance of the evidence. It is my intention to attend and testify at the panel hearing. To the extent the evidence adduced at the hearing differs from the facts alleged in Trustee Unterseher's letter, I may need to adjust my opinions accordingly.

DECLARATION:

1. I understand that my duty is to help the Panel in its decision-making function by giving independent assistance by way of objective, unbiased opinion on matters within my expertise, both in preparing reports and giving oral evidence. I understand that this duty overrides any obligation to the party by whom I am engaged or the person who has paid or is liable to pay me. I confirm that I have complied with and will continue to comply with that duty.

2. I confirm that I have not entered into any arrangement where the amount or payment of my fees is in any way dependent on the outcome of the case.

3. I know of no conflict of interest of any kind in this matter.

4. I do not consider that any interest which I have disclosed affects my suitability as an expert witness on any issues on which I will give testimony.

5. I will advise the party by whom I am retained if, between the date of my report and the Panel hearing, there is any change in circumstances which affect my answers to points 3 and 4 above.

6. I have shown the sources of all information I have used.

7. I have exercised reasonable care and skill in order to be accurate and complete in preparing this report.

8. I have endeavored to include in my report those matters, of which I have knowledge or of which I have been made aware, that might adversely affect the validity of my opinion. I have clearly stated any qualifications to my opinion.

9. I have not, without forming an independent view, included or excluded anything which has been suggested to me by others.

10. I will notify those retaining me immediately and confirm in writing if for any reason my existing report requires any correction or qualification.

11. I understand that:

a. my report will form the evidence to be given under oath;

b. I will attend the Panel hearing and be subject to cross-examination at that time in regard to the contents of my report and my testimony;

12. I have read Rule 16 of the Federal Rules of Criminal Procedure and I have complied with its requirements for expert witness disclosures.

13. I confirm that I have acted in accordance with the code of practice or conduct for experts of my discipline, namely the State Bar of California Code of Ethics.

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STATEMENT OF TRUTH:

I confirm that the contents of this report are true to the best of my knowledge and belief.

Sincerely,

A handwritten signature in black ink, appearing to read "John J. Rice". The signature is written in a cursive, flowing style.

JOHN J. RICE

of

HIGGS FLETCHER & MACK LLP

JJR

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ALLEGiant AIR

&

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
TEAMSTERS AIRLINE DIVISION, and
AIRLINE PROFESSIONALS ASSOCIATION TEAMSTERS LOCAL
UNION No. 1224

AS REPRESENTATIVE OF
THE PILOTS
OF ALLEGiant AIR

EFFECTIVE
August 1, 2016 – July 29, 2021



**Charging Party's
Exhibit 20**



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BYLAWS



ALLEGIANT PILOTS ASSOCIATION INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 2118

September 2, 2021

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Section 1

NAME

This Local Union shall be known as the Allegiant Pilots Association, International Brotherhood of Teamsters (IBT) Local 2118 (Local Union) and is chartered by the International Brotherhood of Teamsters.

Section 2

JURISDICTION

The jurisdiction of this Local Union shall be all pilots in the service of Allegiant Air; amendments to the jurisdiction of this Local Union shall be determined by the International Union from time to time.

Section 3

PRINCIPAL OFFICE

(A) The principal office of this organization shall be located in the City of Las Vegas, Clark County, State of Nevada, or at such other place as the Local Union Executive Board may designate. The organization may have such other sub-offices either within or without the State of Nevada as the Local Union Executive Board may require from time to time.

(B) All books, records, and financial documents shall be kept at the principal office of the Local Union.

Section 4

OBJECTIVES

(A) The objectives of this Local Union shall be:

(1) To unite into one labor organization for all Airline Pilots in the employment of Allegiant Air and who are eligible for membership, regardless of religion, race, creed, color, national origin, age, physical or mental disability, sex, sexual orientation, gender identity, or any other legally protected group or class;

(2) To engage in organizing the Pilots of Allegiant Air to provide the benefit of unionism to all such Pilots and to protect and preserve the benefits obtained for members of this organization;

(3) To secure improved wages, hours, working conditions, and other economic advantages through organization, negotiations, and collective bargaining, through legal and economic means, and other lawful methods;

(4) To improve and safeguard the safety of air transportation and to promote the interests of the profession of the membership;

(5) To provide educational advancement and training for employees, members, and officers;

(6) To safeguard, advance, and promote the principle of free collective bargaining, the rights of workers, farmers, and consumers, and the security and welfare of all the people by political, educational, and other community activity;

(7) To engage in cultural, civic, legislative, political, fraternal, educational, charitable, welfare, social, and other activities which further the interests of this organization and its membership, directly or indirectly;

(8) To provide financial and moral assistance to other labor organizations or other bodies having purposes and objectives in whole or in part similar or related to those of this organization;

(9) To protect and preserve the Union as an institution and to perform its legal and contractual obligations;

(10) To carry out the objectives of the International Union as an affiliate thereof and its duties as such an affiliate;

(11) To receive, manage, invest, expend, or otherwise use the funds and property of this organization to carry out the duties and to achieve the objectives set forth in these Bylaws and the International Constitution and for such additional purposes and objects not inconsistent therewith as will further the interests of this organization and its members, directly or indirectly.

(B) It is recognized that the problems with which this labor organization is accustomed to deal with are not limited to unionism or to organization and collective bargaining alone but encompass a broad spectrum of economic and social objectives as set forth above and as the Union may determine from time to time. We therefore determine and assert that the participation of this labor

organization, individually and with other organizations, in the pursuit and attainment of the objectives set forth herein, is for the benefit of the organization and its members.

Section 5

ELIGIBILITY FOR MEMBERSHIP

Eligibility for membership in this Local Union shall be as set forth in the International Constitution, and applicants for membership shall comply with and be subject to the requirements imposed by these Bylaws and the International Constitution.

Section 6

OFFICERS

(A) The officers of this Local Union shall be the President, Vice President, Secretary-Treasurer, Recording Secretary, and Three (3) Trustees.

(B) The term of office of all officers shall commence on the first day of January in the year following the election.

Section 7

PRESIDENT'S (PRINCIPAL EXECUTIVE OFFICER) DUTIES

(A) It shall be the duty of the President to preside at membership meetings of this Local Union and to preserve order therein. The President of the Local shall appoint all committees and shall also have the right to serve on all of those committees by virtue of his office, and in general, shall perform all duties incident to the office of President, and such other duties as may be assigned by the Local Union Executive Board or membership from time to time.

(B) The President shall decide all questions of order during membership meetings, subject to an appeal to the membership, if a valid objection has been taken by an interested member, which appeal shall be determined by a majority vote of the members present and voting. The President shall not vote on motions pending before the membership meeting except to cast the deciding vote when a tie occurs on any question. The President shall announce the result of all votes and enforce all fines and penalties and shall have the power to call special meetings as provided in Section 19(C). The President shall have the right to vote on all matters at meetings of the Executive Board.

(C) The President shall be the Principal Executive Officer of this organization. He shall, in general, supervise, conduct, and control all of the business and affairs of the Local Union, its officers, and employees. He shall determine the number of employees of the Local Union, subject to the approval of the Executive Board. He shall also select the attorneys, accountants, or other special or expert services to be retained by the Local, subject to the approval of the Executive Board. In the event the Executive Board refuses to approve the President's choice of expert services, the President may present his choice to a duly noticed meeting of the membership for approval. He shall have charge and supervision of all the officers, committee members, and employees of the Local Union, including, but not limited to Stewards and Business Agents. He shall have the power to appoint, suspend, or discharge all appointive and clerical employees. He shall have the power to appoint, suspend, or discharge all appointive Union Representatives. The President shall also have charge of all labor controversies involving the Local Union.

(D) The President, subject to the provisions of Article XXIII, Section 3 of the International Constitution, together with the Secretary-Treasurer, shall sign all official documents, deeds, mortgages, bonds, contracts, or other instruments, all checks on bank accounts, and perform such other duties as the International Constitution, these Bylaws, or law may require of him.

(1) The President, Secretary-Treasurer, or the Vice President are the only officers authorized to sign checks from Local Union bank accounts.

(2) All checks will require two (2) individual signatures from the aforementioned Officers, one (1) of which must be either the President or Secretary-Treasurer.

(E) The President, in conjunction with the Secretary-Treasurer, shall have the authority to disburse or order the disbursement of all monies necessary to pay the bills, obligations, and indebtedness of the Local Union, which have been properly incurred as provided herein. He shall have the authority to pay current operating expenses of the Local Union, including rents, utilities, and maintenance of the Union Hall, and salaries and expenses of officers and employees.

(F) The President shall have authority to interpret these Bylaws and to decide all questions of law there under, between meetings of the Local Union Executive Board. Disputes within the Executive Board over the interpretation of these Bylaws that cannot be resolved shall be referred to the General President for

action, consistent with Article VI, Sections 2 and 4 of the International Constitution.

(G) The President shall preside at meetings of the Local Union Executive Board, shall enforce the International Constitution, these Bylaws and rules of order adopted by this Union, and shall ensure that all officers perform their respective duties.

(H) The President shall be responsible for establishing systems and procedures for the enforcement and administration of collective bargaining agreements by the Local Union, and for coordinating enforcement efforts, communicating and consulting with the Airline Division, as appropriate, in major and statutory disputes with air carrier employers. The President shall be responsible for the expeditious handling of air carrier membership complaints and shall coordinate the processing of grievances and other minor disputes within the Stewards Council and the Local Union.

(I) In concert with the Vice President and/or the Secretary-Treasurer, the President shall be responsible for the expeditious handling of air carrier membership complaints and shall coordinate the processing of grievances and other minor disputes within his own Stewards Council and the Local Union. Decisions regarding the disposition of grievances shall be accessible to the Executive Board and the Stewards Council, which shall have the right to suggest guidance for the processing of future grievances but shall not have the authority to rescind past decisions.

In concert with the Vice President and/or the Secretary-Treasurer, the President shall be responsible for executing all policies related to pilot representation at meetings that may be disciplinary in nature, bargaining, System Board of Adjustment participation, flight pay loss, displacements, travel, and other approved expenses incurred for the representational needs of the pilot group on its air carrier shall be paid by the Local Union, in accordance with policies established by the Executive Board. To the extent possible, anticipated expenses shall be pre-approved by the President and Vice President or the Secretary-Treasurer before being incurred. In no event shall any expense be paid by more than one (1) Union entity, and it is the responsibility of each member to disclose to the Secretary-Treasurer whether an expense has been reimbursed by the Joint Council, International Union, or Airline Division.

The approval by a majority vote of the Executive Board is mandatory before a strike vote of the members of an air carrier may be taken. A membership strike vote shall be by secret ballot. If taken by mail, strike ballots executed by members in good standing of the air carrier shall be returned in accordance with Local Union or Airline Division voting procedures, as applicable, on or before a deadline date established for the return of ballots. Returned strike ballots shall be validated and tallied under the supervision of an Election Committee comprised of persons appointed by the President, who are not immediately interested in the dispute. The Election Committee shall certify the result of the ballots and notify the Secretary-Treasurer of the Local Union. Tentative agreements shall be submitted to the membership for ratification or rejection as required by these Bylaws and the International Constitution.

(J) Upon completion of an election of officers that results in a new President, the President or designee shall meet with the President-elect during the period between the date of the election and the end of the term of office to review pending grievances, open contract negotiations, and the Local's financial records.

(K) The President shall oversee and coordinate the work of the Local Union's committees and serve as the ex officio Chairmen of those committees. The President may also appoint Chairmen to individual committees but will ultimately retain authority over all committees and their respective tasks.

Section 8

DUTIES OF THE VICE PRESIDENT

(A) It shall be the duty of the Vice President to preside at Local Union membership meetings in the absence of the President. He shall perform such other duties and render such assistance as may be directed by the President.

Section 9

DUTIES OF THE SECRETARY-TREASURER

(A) The Secretary-Treasurer shall perform all the duties imposed upon Local Union Secretary-Treasurers by the International Constitution and these Bylaws, and, in general, perform all duties incident to the office and such other duties as from time to time may be assigned to him by the President, the Local Union Executive Board, or the members by resolution. He shall see that all notices and reports shall be given in accordance with the provisions of the International Constitution and these Bylaws or as required by law. He shall make at least quarterly a report including the assets and liabilities of the Local Union, and shall

keep itemized records, showing the source of all monies received and spent, and shall keep records, vouchers, worksheets, books and accounts, and all resolutions to verify such report.

(B) The Secretary-Treasurer, upon request of any member, shall make available to the member a copy of the last quarterly report. He shall also make available for inspection by any member or members, at the Local Union's principal office during regular business hours, any prior quarterly report and any other document which is subject by statute to such inspection. Copying of any financial record to which a member is entitled by law shall be permitted provided that the member pays the actual cost of duplication. Membership lists may not be copied.

(C) The Secretary-Treasurer shall have custody of the Local Union seal and the records of the proceedings of all meetings of the Local Union and the Local Union Executive Board, as prepared by the Recording Secretary, or such person as is authorized to take such proceedings; and shall keep important documents, papers, correspondence, as well as files on contracts and agreements with employers. Upon the request of any person, in writing or made in person, he shall provide one (1) copy of the collective bargaining agreement made by the Local Union with the employer of such person, if the person making such request establishes that he is an employee directly affected by such an agreement. He shall also maintain at the principal office of the Local Union copies of agreements which affect members of this Union, which agreements shall be available for inspection by any member during the regular hours maintained at the principal office of the Local Union.

(D) The Secretary-Treasurer shall keep a correct account of all monies paid to and paid out by the Local Union and shall provide receipts for any dues, initiation fees, or other fees, assessments or fines, or other monies received. The Secretary-Treasurer will not make any payments from the Local Union's funds until receiving bills or receipts evidencing the goods or services paid for. The Local Union Secretary-Treasurer shall enter all receipts in the name of the Local Union and shall deposit all monies in accordance with Article X, Section 9 of the International Constitution.

(E) The Secretary-Treasurer must report the names and addresses of all new members coming into the Local Union to the General Secretary-Treasurer and shall send to the General Secretary-Treasurer a revised list of the names and addresses of all members in good standing in the Local Union on a current basis. Membership lists shall not be open to inspection by any member except as, and to the extent, required by law.

(F) Whenever a Secretary-Treasurer's term of office expires or is otherwise terminated, he must see that his successor is properly bonded and a copy of the bond sent to the office of the General Secretary-Treasurer before he transfers to his successor in office the funds, papers, documents, records, vouchers, worksheets, books, money, and other property of the organization. All such records, vouchers, worksheets, receipts, books, reports, and documents shall be preserved and retained at the Local Union's principal office for a period of six (6) years.

(G) The Secretary-Treasurer shall provide each new member with a free copy of the International Constitution, upon request. The Secretary-Treasurer shall provide any member with a copy of the International Constitution and of these Bylaws.

(H) The Secretary-Treasurer shall make available to the Trustees all documents necessary for them to verify and complete the monthly Trustees' Report, including, but not limited to, items identified in Subparagraph (D) of this Section.

(I) The Secretary-Treasurer shall make available for inspection by the International Auditor any documents necessary for the Auditor to complete the audit schedules or to complete assignments from the General Secretary-Treasurer.

(J) The Secretary-Treasurer shall perform all duties pertaining to Nominations and the Election process as defined in Section 17(F).

Section 10

DUTIES OF RECORDING SECRETARY

(A) It shall be the function of the Recording Secretary to attend general membership meetings of the Local Union and the Local Union Executive Board and to keep minutes of the proceedings.

(B) Minutes shall:

- (1) Accurately record the motions made at meetings;
- (2) Include the names of the members making and seconding a motion;
- (3) Include whether the motion was adopted or rejected;
- (4) Include the results of any division of the house or secret ballot votes;
- (5) Be read and approved at the next regular meeting of the division or craft;

(6) Specifically include all financial transactions approved at the meeting;

(7) Be official records of the Local Union; and

(8) Be maintained at the Local Union's principal office.

(C) The Recording Secretary shall keep a record of the names of the members comprising each committee and handle all correspondence of the Local Union assigned by the President or authorized by membership resolution.

(D) In his absence, the President shall appoint a member to act as Recording Secretary *pro tempore* who shall have the duties set forth above. The President shall appoint a member or members to keep minutes of every meeting of the members involved.

Section 11

DUTIES OF TRUSTEES

(A) It shall be the duty of the Trustees to conduct a monthly examination of the books of the Local Union and the results thereof shall be reported at the next regular membership meeting. They shall sign the books if they have found them correct and the bank balances verified. In the event that a Trustee declines to sign the books, the Trustee must state in writing to the Local Union Secretary-Treasurer his reasons for declining to do so and shall also advise the General Secretary-Treasurer of those reasons. A Trustee's disagreement with an expenditure properly authorized by the Executive Board or membership shall not be a valid basis for refusing to sign the books. Trustees shall not sign blank reports. The Trustees' reports shall be sent to the General Secretary-Treasurer as required by the International Constitution.

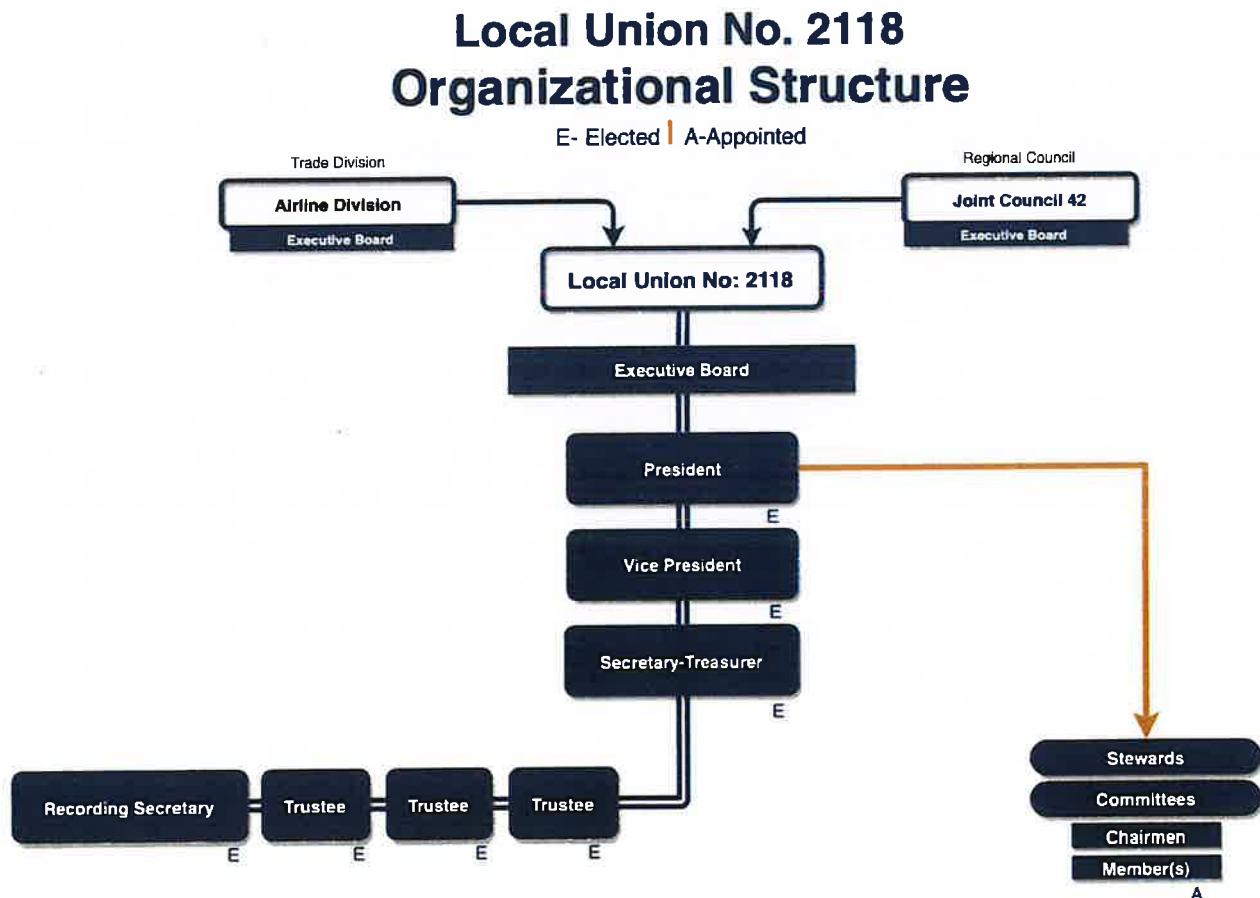
(B) Trustees shall receive and review the original surety bond covering each officer, employee, and representative of the Local Union required to be bonded and retain it at the Local Union's principal office. They shall have the duty to see that such bonds are current and enforceable. In the event of the unavailability of a Trustee, the remaining Trustee or Trustees shall perform the above functions. In performing their functions, the Trustees may avail themselves of the services of the Certified Public Accountants retained by the Local Union Executive Board.

(C) Trustees shall serve on the Local Union Executive Board and be entrusted to represent the members and objectives of the union in accordance with Section 14.

(D) Trustees shall perform all duties incident to the office and such other duties as from time to time may be assigned to him by the President, the Local Union Executive Board, or the members by resolution.

Section 12 ORGANIZATIONAL STRUCTURE

(A) Local Union No. 2118 representing the pilots of Allegiant Air LLC, will be comprised of an Executive Board, a Stewards committee, and various other standing committees as depicted in the flow chart below:



Section 13

STEWARDS, BUSINESS AGENTS, & ASSISTANT BUSINESS AGENTS

(A) Business Agents and Assistant Business Agents:

- (1) Business Agents and Assistant Business Agents shall be appointed by the President with the Executive Board approval and may be removed at will only by the appointing authority.
- (2) Elected officers may be appointed as Business Agents or Assistant Business Agents.
- (3) Business Agents cannot be appointed for a period beyond the term of office of the President.
- (4) Business Agents shall be subject to the supervision and direction of the President.

(B) Stewards:

- (1) Local Union Stewards shall be appointed by the President, in consultation with the Vice President and Secretary-Treasurer, upon approval by the Executive Board. The President, Vice President and Secretary-Treasurer shall determine the number of Stewards for the Local. A Steward may be removed from office by special vote of the Local Union Executive Board or as a result of penalties imposed in accordance with Article XIX of the International Constitution. In no event shall there be less than three (3) Stewards, subject to the provisions of the applicable collective bargaining agreement. The duties of the Steward(s) shall be established by these Bylaws as adopted by the majority vote of the membership or as assigned by the President or by the Executive Board.
- (2) In the event a Steward is removed from his position, the President, Vice President and Secretary-Treasurer, shall appoint a replacement Steward.
- (3) Authority: The authority of Stewards shall be limited to, and shall not exceed, the following duties and activities:
 - (a) The investigation and presentation of grievances with his/her employer or the designated employer representative in accordance with the provisions of the collective bargaining agreement;

(b) The collection of dues when authorized by appropriate Local Union action;

(c) Assisting the Executive Board as directed;

(d) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers. Instructions to Stewards regarding work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business shall be reduced to writing;

(e) Stewards have no authority to take strike action, or any other action not set forth in these Bylaws, or any other action interrupting the business of his/her employer, except as specifically authorized in writing by official action of the Local Union.

(4) President Administration of the Steward's Committee:

(a) The President will assume the leadership of its Steward's Committee, which shall consist of the Vice President and Secretary-Treasurer and all additional Stewards for that carrier.

(b) The President may delegate the Vice President or Secretary-Treasurer for administrative duties regarding the handling of complaints by members and grievance processing.

(C) Warden and Conductor:

(1) A Warden and a Conductor may be appointed by the Chair and may be removed by him. If appointed, the Warden shall have charge of the inner door and shall admit only those entitled to be in attendance. He shall not allow any member "under the influence" to enter the meeting place. He shall assist the Chair in maintaining order.

(2) It shall be the duty of the Conductor to assist the Warden and to bring the proposed new members to be obligated as members. He shall also escort all guests to the Chair. He shall perform the duties of the Warden in the absence of the Warden.

Section 14

POWERS AND DUTIES OF LOCAL UNION EXECUTIVE BOARD

(A) Except as may be otherwise provided in these Bylaws, the Local Union Executive Board is authorized and empowered to conduct and manage the affairs of this organization, and to manage, invest, expend, contribute, use, borrow, lend, and acquire Local Union funds and property in the pursuit and accomplishment of the objectives set forth in the Constitution of the International Union and these Bylaws and resolutions adopted in furtherance thereof. However, the Local Union Executive Board shall not have the authority to bind the Local Union for personal services to be rendered to the Local Union or its Executive Board, such as, but not limited to, legal, accounting, consulting, public relations and editorial services, by contract, agreement or otherwise, beyond the expiration of the term of the Executive Board in office at the time such action is taken. This shall not prevent the Local Union Executive Board from entering into a bona fide collective bargaining agreement with another Union covering Local Union employees; provided, however, that if the Local Union employees form a union following the Local Union officer election, or a new collective bargaining agreement covering such employees is negotiated after the Local Union officer election, the newly organized unit shall not be voluntarily recognized, or the new collective bargaining agreement shall not be entered into on behalf of the Local Union, until such action is approved by the officers-elect. The Local Union Executive Board, in addition to such other general powers conferred by these Bylaws, is hereby empowered to:

(1) Make and change rules and regulations not consistent with these Bylaws or the International Constitution for the management and conduct of the affairs of this Local Union;

(2) Establish the salaries for the officers, Business Agents, and employees of the Local Union and establish the allowances, direct and indirect disbursements, expenses, and reimbursement of expenses for those individuals. Changes in the salaries, allowances, or expenses of the officers, employees and Business Agents shall be specifically set forth in the minutes of the Executive Board meeting at which such changes are approved. The minutes shall also reflect whether any officer who also serves as a Business Agent receives a salary, allowance, or expense in his officer capacity or in his Business Agent capacity. Policies establishing benefits, including, but not limited to, sick leave, vacation, travel, and car allowances for officers and employees shall be written and compiled in a Policies and Procedures Manual maintained and updated by the Executive Board. The Local Union

Executive Board may establish a dues checkoff procedure for Local Union officers and employees belonging to this Local Union;

(3) Loan and borrow monies directly and indirectly for such purposes and with such security, if any, as it deems appropriate, and with such arrangements for repayment as it deems appropriate, all to the extent provided by law;

(4) Approve the President's determination as to the number of clerical employees, representatives, Business Agents, Assistant Business Agents, attorneys, accountants, and such other special or expert services as may be required for the organization, and secure an audit of the books of this organization by a certified public accountant at least once a year;

(5) On behalf of the Local Union, its officers, employees or members, initiate, defend, compromise, settle, arbitrate or release or pay the expenses and costs of any legal proceedings or actions of any nature, subject to the provisions of Article IX, Section 9(c) of the International Constitution, if, in its judgment, it shall be necessary or desirable to protect, preserve, or advance the interests of the organization;

(6) Fill all vacancies in office which occur during the term of such office for the entire remainder of the unexpired term, in the manner provided in Article XXII, Section 9 of the International Constitution, shall be conducted in accordance with these Bylaws;

(7) Transact all business and manage and direct the affairs of the Local Union between membership meetings under the President, except as may otherwise be herein provided; delegate, when necessary, any of the above powers to any officer for specific and temporary purposes and on condition that the action of such officer or agent be ratified by the Local Union Executive Board. In the event the Executive Board subsequently fails to ratify an action taken by an officer that is within the scope of the prior delegated authority, the officer cannot be subject to discipline for said action. The Local Union Executive Board shall designate other officers for the President, Secretary-Treasurer or Vice President for the purpose of signing checks to pay bills or to exercise any other functions of their offices in the event that two (2) of them shall refuse to act or shall become ill or otherwise incapacitated, Section 7(D) notwithstanding;

(8) Lease, purchase, or otherwise acquire in any lawful manner for and on behalf of the organization any and all real estate or other property, rights and privileges, whatsoever deemed necessary for the prosecution of its affairs, and which the organization is authorized to acquire, at such price or consideration and generally on such terms and conditions as it thinks fit, and at its discretion pay therefore either wholly or partly in money or otherwise.

(9) Sell or dispose of any real or personal estate, property, rights or privileges belonging to the organization whenever in its opinion the Local Union's interests would thereby be promoted, subject to approval at a membership meeting;

(10) Create, issue and make deeds, mortgages, trust agreements, contracts, and negotiable instruments secured by mortgage or otherwise as provided by resolution of the membership, and do every other act or thing necessary to effectuate the same;

(11) Create trusts, the primary purpose of which is to provide benefits for the members or their beneficiaries, and terminate and effectuate the same, all subject to approval by the membership;

(12) Appoint trustees of Health and Welfare or Pension Trust Funds negotiated directly by the Local Union, and to which the Local is the only union party;

(13) Determine the membership which shall vote on agreements and strikes, and the composition of other membership meetings, and adopt rules and regulations concerning the conduct thereof consistent with the International Constitution or these Bylaws;

(14) Determine the manner in which referendums shall be held, subject to review and modification by the General President, as permitted by Article VI, Section 1(h) of the International Constitution;

(15) Affiliate this Local Union with Joint Council No. 42 and such other subordinate bodies of the International Brotherhood of Teamsters as it shall be required to do and maintain such affiliations in good standing at all times;

(16) Enter into jurisdictional settlements and comply with jurisdictional awards on behalf of the Local Union, in accordance with the policies and directives of the International Union;

(17) Review interpretations of these Bylaws rendered between meetings by the President. Disputes over the interpretations of these Bylaws shall be submitted to the General President, pursuant to Article VI, Section 2(a) of the International Constitution;

(18) Do all acts not expressly authorized herein which are necessary or proper in implementation of the above duties for the protection of the property of the Local and for the benefit of the organization and members;

(19) The Local Executive Board shall be empowered, when it deems it necessary for the maintenance, protection, and preservation of the labor movement, to make loans or advances to other labor organizations. No other loan of any nature whatsoever shall be made from funds of the Local Union except upon approval of the Local Executive Board;

(20) Conduct collective bargaining surveys of the membership when necessity is balanced with fiduciary responsibility. Approved methods of polling include electronic, telephonic, or hard copy. The Executive Board may choose to employ the services of an independent third party to conduct any referendum or polling of the membership.

(21) The Local Union Executive Board may hold a secret ballot vote among its active Allegiant membership for the purpose of authorizing an assessment to be levied on the active air carrier pilots for the purpose of funding specific expenditures for the benefit of the air carrier's membership. Once approved, the Secretary-Treasurer shall place the assessed funds in a designated account from which they will be disbursed to accomplish the purpose(s) for which the assessment was made. The purpose(s) of the assessment shall only be modified upon a vote of the Allegiant membership.

(B) The Local Union Executive Board shall have the duty to investigate any alleged breach of fiduciary duty when circumstances so warrant and to take appropriate action if the investigation so merits.

(C) The Local Union Executive Board shall hold meetings at such time and place as shall be determined by the President, upon notice to all Board members. The meetings of the Local Union Executive Board shall be no less frequent than meetings of the Local Union. The meeting may be held by teleconference or video conference if, at the President's discretion, such is required to enable attendance by the officers. The President shall call a special meeting to deal with specified issue(s) that require immediate attention upon the request of a majority of the

members of the Executive Board. Any such meeting may be conducted in the manner set forth in Subparagraph (F) of this Section.

(D) A majority of the Local Union Executive Board shall constitute a quorum for the transaction of business at any meeting of the Board. The action of a majority of the Local Union Executive Board present at a meeting at which a quorum is present shall be the action of the Board.

(E) By action of the Local Union Executive Board, which action shall be recorded in the Executive Board meeting minutes, members of the Board who are not full-time paid officers or employees of the organization may be paid their expenses, including wages lost, if any, for attendance at each meeting of the Board. However, officers who are full-time employees of the Local Union shall not receive additional payments for attendance at Executive Board or membership meetings.

(F) As to all matters requiring action by the Local Union Executive Board, and when the Executive Board is not in formal session, the Executive Board may act by telegram, facsimile letter, electronic mail, video conference, or telephone. When action by the Local Union Executive Board is required, the President may obtain the same by telegraphing, writing, electronic mailing, video conferencing, or telephoning the members of the Executive Board and such members may take action on the matter brought to their attention in the same manner; provided, however, that whenever action is sought by any of the foregoing methods, all members of the Executive Board shall be polled. Such action so taken by the majority of the members of the Local Union Executive Board shall constitute action of the Board as though the Board were in formal session; provided, however, that any such action must be recorded in the minutes of the Executive Board and ratified by a majority of the members of the Executive Board at its next meeting.

(G) If the Executive Board is deadlocked for two (2) consecutive meetings on any matter within its exclusive authority under this Section of the Bylaws, the matter shall be referred to the membership for resolution.

Section 15

OFFICERS - GENERAL

(A) All officers of this Local Union when installed shall be required to take the following oath of office:

“I, _____ (name _____), do sincerely promise, upon my honor as a trade unionist and a Teamster, that I will faithfully use all of my energies and abilities to perform the duties of my office, for the ensuing term, as prescribed by the Constitution and Bylaws of this Union. As an officer of this great Union, I will, at all times, act solely in the interests of our members, devote the resources of our Union to furthering their needs and goals, work to maintain a Union that is free of corruption, to preserve and strengthen democratic principles in our Union, and to protect the members' interests in all dealings with employers. I will never forget that it is the members who put me here, and it is the members whom I will serve. I further promise that I will faithfully comply with and enforce the Constitution and laws of the International Union and Bylaws of this Union, that I will, at all times, by example, promote harmony and preserve the dignity of this Union. I also promise that at the close of my official term, I will promptly deliver any money or property of this Union in my possession to my successor in office.”

(B) All officers and representatives are required to carry out their respective duties. In the event an officer declines to perform his duties as prescribed by the International Constitution, these Bylaws or by law, he shall be subject to charges filed in accordance with Article XIX of the International Constitution and Section 22 of these Bylaws. In appropriate situations in which misconduct or failure to perform duties assigned by these Bylaws jeopardizes the interests of the Local Union, an officer may be subject to summary removal from office, in accordance with Article XIX, Section 1(f) of the International Constitution.

(C) The right to assume office or hold office or position in the Local Union, as distinguished from accrued or vested benefits, shall never be deemed a property right, but shall be a personal privilege and honor only. Any action taken by an officer in good faith and within the scope of his authority and power under these Bylaws shall not be the basis for any personal liability against such officer.

(D) All officers of the Local Union must, as a condition of holding office, execute all necessary forms required by law to be filed with any federal or state agency either for and on behalf of the Local Union or as an officer or employee thereof, but accidental default shall not be considered a violation of the duty imposed by this Section.

(E) To be eligible for election to office, all officers must meet the eligibility requirements set forth in the IBT Constitution at Article II, Section 4.

(F) The officers, Business Agents, other representatives of this Local Union, and stewards occupy positions of trust in relation to the Local Union and its members as a group and are, therefore, accountable to the membership with respect to the performance of their duties in handling funds and property of the Local Union. The failure or refusal by an officer, Business Agent, other representative of this Local Union or steward, upon demand of the Local Union Executive Board or of any individual member for good cause, to render a proper and adequate accounting or explanation respecting the performance of his duties or in handling funds and property of the Local Union shall constitute a ground for charges under Article XIX of the International Constitution on which trial shall be had under the provisions set forth in Section 21 hereof.

(G) The elected officers and Business Agents of this Local Union shall be delegates to other subordinate bodies and Conventions thereof, by virtue of their office or elected position in accordance with applicable provisions of the International Constitution and the Bylaws of such other subordinate bodies.

(H) In the event that any officer currently serving on the Local Union Executive Board is terminated by their employer in a retaliatory nature, or otherwise, they may continue to serve the remainder of their term. The Local Union Board may choose to hire the terminated officer as a Business agent, and they may continue to receive commensurate compensation from the Local, at the same quantity and rate as if their employment had not ended. Compensation will cease when any of the following occurs:

- (1) The officer resigns;
- (2) The officer's term ends;
- (3) The officer becomes gainfully employed with another air carrier or other occupation;
- (4) The officer receives, through the litigation and/or arbitration process, an award from their previous employer for wrongful termination; or
- (5) The officer has through the litigation and/or arbitration process has his position with the employer restored to active status.

(I) In addition, to ensure the continuity and strength of Local 2118 and prevent any employer from undermining the leadership of the Local Union Executive Board, if termination of the current Local Union President occurs within 18 months of the termination of their term in office, they may be eligible to run for, be nominated for, and serve for one (1) additional term. This section supersedes any restrictions stated in Section 17(C).

(J) If the pilot does not regain their original position, voluntarily, or otherwise, upon the conclusion of termination as defined in Subparagraph (H) and (I), the member is no longer eligible to run for office in any position representing the members of the former air carrier.

Section 16

EXPENSES

(A) Allowances:

(1) Recognizing that the officers and representatives of this organization do not work regularly scheduled hours and also recognizing that such individuals are required to pay varying amounts for lodgings and meals depending upon the city to which they travel, which amounts are sometimes less, but more often more than the allowances given them; and recognizing that they must participate in cultural, civic, legislative, political, fraternal, educational, charitable, social, and other activities in addition to their specific duties as provided in the Constitution and these Bylaws, that such activities benefit the organization and its members, and that the time spent in such activities is unpredictable and unascertainable, such officers and representatives may be granted an allowance (both for in-town and out-of-town work, respectively, which in the case of out-of-town work shall include hotel and meal expenditures) in such amount (daily, weekly or monthly) as the Local Union Executive Board may determine but, in no event, in excess of that provided by the International Union to International officers, except with specific advance approval of the membership. Where such an allowance has been granted, there shall be no need to make a daily or other accounting to the Local Union membership. Any such allowance must be of a reasonable amount, based upon the financial condition of the Local Union and the expenses the allowance is expected to cover. All policies adopted by

the Executive Board shall be written and included in the Policies and Procedures Manual referenced in Section 14(A)(2) of these Bylaws.

(2) Where allowances are provided, officers and employees may not be reimbursed for additional expenses for items intended to be covered by the allowance without specific additional authorization by the Executive Board and approval by the membership. In no event shall an officer or employee receive more than one payment for the same expense.

(B) Expenses:

When a representative of the organization is engaged in activities in the interest of or for the benefit of the organization and its members within the scope of his authority, the labor organization shall pay the expenses incurred therein, or reimburse the representative upon receipt of itemized vouchers from him or the supplier of such services, provided that the representative does not receive an allowance for these expenses or reimbursement from any other source.

(C) Automobile Allowance:

The Local Union may provide its officers or representatives an allowance for use of personal or rental automobiles in such amount or at such rate as shall be approved by the Local Union Executive Board while conducting Union business. Authorizing motions providing automobile allowances must specify the expenses covered by the allowance (for example, whether the allowance covers fuel, maintenance, insurance, mileage, etc.).

(D) Benefits:

(1) The Local Union Executive Board may from time to time provide the terms and conditions of employment for officers, employees, and representatives of this organization including, but not limited to, such fringe benefits as vacations with pay, holidays, sick leave, time off for personal leave, and, in connection therewith, any disability or sickness, or health and welfare and retirement benefits and activities, and may from time to time provide changes therein, as well as additional compensations and allowances. Any such benefit adopted by the Executive Board shall be specifically set forth in the minutes of the Executive Board meetings. Policies may be modified in the manner specified in these Bylaws but must be reaffirmed no less frequently than the start of a new term of office.

(2) The President shall be responsible for ensuring compliance with the policies and for maintaining records necessary to verify that all officers and employee have been compensated in accordance with the policies.

(3) The Local Union Executive Board or the President is authorized to make to any Local Union officer or employee advances on his salary and/or vacation pay, within the restrictions of applicable law.

(E) Flight Pay Loss:

(1) Recognizing that a significant number of elected officers, Stewards, and volunteer committee members within this Local Union are covered under the Collective Bargaining Agreement (CBA) that provides for Flight Pay Loss (FPL) reimbursement for certain Union Business, officers, Stewards, and members who receive FPL reimbursement from Local 2118, either directly or via Allegiant, shall be subject to the limitations set forth by the Executive Board.

(2) If any of the terms of this Section conflict with explicit terms of the Allegiant CBA under which the member works, the terms of that CBA shall prevail. Nothing herein shall be construed to prohibit reimbursement for standard per diem and/or expenses incurred for Union Business, per Subparagraphs (A) and (B). Neither shall anything herein be construed to prohibit FPL reimbursement from the company that is not subject to further reimbursement from Local 2118.

(3) The President will be responsible for approving or denying Flight Pay Loss for Union Business, officers, Stewards, and members who receive FPL reimbursement from Local 2118, either directly or via Allegiant Air.

Section 17

NOMINATIONS AND ELECTIONS OF OFFICERS: RULES

(A) Time of Nominations and Elections:

(1) Meetings as hereinafter established for nominations of officers shall be held in September subject to the provisions of the International Constitution. Elections shall be held not less than thirty (30) days after nominations have been closed. The Local Union Executive Board shall set the time and place of nominations and elections and such time and place and other relevant

arrangements shall be convenient to the greatest possible attendance by all the members.

(2) The term of office of Local Union officers, and elected Business Agents shall not be for a lesser period than three (3) years, except where necessary to provide for a schedule of nominations and elections in accordance with Article XXII, Section 4(a) of the International Constitution.

(B) Notice of Rules, Nominations, Meeting and Election:

(1) At least twenty (20) days prior to the date of the nomination meeting, specific notice of the date, time and place of the nominations meeting and the offices to be filled shall be mailed or shall be published in any Local Union publication mailed to the membership (except that notice of nominations and election may be combined) and also sent electronically;

(2) Each member shall be advised in such notice that the election rules are set forth in the Bylaws and International Constitution which are available upon request.

(C) Eligibility of Members:

(1) Every member whose dues are paid up through the month prior to the month in which the nominations or election is held shall have the right to nominate, vote for, or otherwise support the candidate of his choice. No member whose dues have been withheld by his employer for payment to the Local Union pursuant to his voluntary authorization provided for in a collective bargaining agreement shall be declared ineligible to nominate, or vote for, a candidate for office in the Local Union, by reason of a delay or default in the payment of dues by the employer to the Local Union;

(2) Except as stated in Section 15(J), to be eligible for election to any office in this Local Union, a member must be in continuous good standing in this Local Union and actively employed at the craft within the jurisdiction of this Local Union, for a period of twenty-four (24) consecutive months prior to the month of nomination for said office, and must be eligible to hold the office if elected. "Continuous good standing" means compliance with the provisions of Article X, Section 5 of the International Constitution concerning the payment of dues for a period of twenty-four (24) consecutive months, together with no interruptions in active membership in this Local Union because of suspensions, expulsions, withdrawals, transfers, or failure

to pay fines or assessments. Provided, however, that if a member on withdrawal deposits his card in the month immediately following the month for which it was effective and pays his dues for both months in a timely manner as provided in Article X, Section 5(c) of the International Constitution, such period of withdrawal shall not be considered a break in continuous good standing in the Local Union;

(3) Payment of dues after their due date shall not restore good standing status for such month or months in computing the continuous twenty-four (24) months good standing status required by this Section as a condition of eligibility for office. No member shall lose his good standing status for any month in which his dues have been withheld by his employer for payment to the Local Union pursuant to his voluntary authorization provided for in a collective bargaining agreement by reason of delay or default in the payment of such dues by the employer to the Local Union. However, a member on dues checkoff whose employer fails to make a proper deduction during any month in which the member has earnings from work performed during the month from which the dues could have been deducted, or has earnings from which the employer normally makes a dues deduction pursuant to the contract or established practice, shall not lose good standing status for that month. In such an event, the Local Union shall notify the member of his employer's failure and payment shall be made by the member within thirty (30) days of said notice in order to retain good standing status;

(4) Failure of a Local Union to issue a withdrawal card shall not be conclusive proof that a nominee was actively employed at the craft within the jurisdiction of the Local Union during the required twenty-four (24) month period prior to his nomination if a challenge is made based on evidence to the contrary, in which event a determination shall be made on the facts presented. Periods of unemployment during the twenty-four (24) month period preceding the nomination shall not be considered a break in active employment at the craft within the jurisdiction of the Local Union if the nominee was actively seeking and available for employment in the craft, and not working outside the craft during such periods of unemployment;

(5) Members in a reserve component of the military or National Guard who are called to active service lasting more than thirty (30) days but not more than twenty-four (24) consecutive months, may have their eligibility determined in accordance with Article II, Section 4(a)(4) of the International Constitution;

(D) Nomination Procedures:

(1) Nominations shall be held in accordance with provisions of Subparagraph (A) above and in accordance with any other procedural rules adopted by the Local Union Executive Board. Nominations shall be taken at the scheduled time and date even if there is no quorum present as required by these Bylaws;

(2) Nominations shall be made at the meeting by a member in good standing other than the nominee by motion seconded by a member in good standing other than the nominee. Nominations may also be submitted by mail petition specifying the name and signature of the nominator and seconder, the position sought, and the signature of the nominee. Candidates are advised to verify the good standing status of their nominator and seconder prior to the nomination meeting;

(3) Every member eligible to nominate candidates shall be entitled to nominate or second the nomination of one (1) candidate, but only one (1), for each office open. Prospective candidates may not nominate themselves nor second their own nomination;

(4) The period of time in which nominations shall be accepted during the month of September shall be determined by the Local Union Executive Board, but in no event shall said period be shorter than fifteen (15) calendar days. Nominations shall not be closed until a call for further nominations has been made three (3) times by the Chair without further nomination being made;

(5) If an election committee is used, after nominations, each candidate for the office of President, Vice President, Secretary-Treasurer, and Recording Secretary may designate one (1) member for service thereon who shall thereupon be appointed by the President;

(6) In the event only one (1) candidate is nominated for any office, no election shall be conducted for such office unless required by law, and such unopposed candidate shall be declared elected by acclamation at the nominations meeting, effective as of the conclusion of the term of the incumbent;

(7) A member otherwise eligible to run for office shall become a bona fide candidate only upon his nomination for office and acceptance of the

nomination. To be eligible to nominate and otherwise participate in the nomination meeting, a member must have his dues paid through the month prior to the month in which the nomination meeting is held. Candidates must accept nominations at the time made either in person or, if absent, in writing, and may accept nomination for only one (1) office. A member may also run for and be elected as a Business Agent or Assistant Business Agent, as provided in Article XXII, Section 8 of the International Constitution, and may hold both the office and the position if elected to both. After a candidate has accepted nomination, he may not, under any circumstances, revoke his acceptance after the ballots are printed, except whereas a result of the revocation the remaining candidate is unopposed;

(8) The option for individual nominees to run as a slate during elections shall be permitted;

(9) If any nominee should die before the election, his name shall nevertheless appear on the ballot. In the event such name shall receive the requisite number of votes to be elected, the position shall then be filled in the same manner as vacancies are filled when they occur during a term of office as provided in Section 14(A)(6) of these Bylaws;

(10) If there is only one (1) nominee for an office and he is finally ruled ineligible after the nomination meeting, then the office shall be filled by appointment by the newly elected Local Union Executive Board.

(E) Elections:

(1) After the nominations meeting, but not less than twenty (20) days prior to the election, specific notice of the date, time, and place of the election and of the offices to be filled shall be mailed to each member at his last known home address, if no notice has previously been sent. The election of officers shall be conducted by mail referendum balloting in accordance with the procedures promulgated by the International Union and the United States Department of Labor. Ballots shall be mailed to all active members and shall be returnable to a secure post office box no earlier than thirty (30) days after the nomination period has ended. The Executive Board may retain a neutral agency to supervise the distribution, collection, and tabulation of the ballots. Candidates shall have the right to have their observers present at all phases of the ballot processing procedure.

(2) Voting shall be conducted by secret ballot among the members in good standing. There shall be no proxy voting. Each such member shall be entitled to one (1) vote. The Local Union Executive Board shall have the authority to establish all rules and regulations for the conduct of the election to supplement the provisions of the International Constitution and the Local Union Bylaws.

(3) Each candidate, at his own expense, shall have the right to have an observer other than himself at each polling place and at the counting of the ballots who must be a member of the Local Union in good standing. Observers may challenge the eligibility of voters, and all challenged ballots shall be sealed in a blank envelope which in turn shall be sealed in an envelope with the name of the voter thereon. If votes are challenged, such challenge shall be made in writing at the time of the election with specific reasons given for such challenge. Challenges shall be investigated to determine their validity if the challenged ballots are sufficient in number to affect the result of the election. The blank envelope containing the ballot shall not be opened until all challenges have been ruled upon. Upon request of any candidate, voting machines, if used, shall be checked for proper operation. Candidates shall have the right to be present at the counting of the ballots.

(4) To be eligible to vote in the election, a member must have his dues paid up through the month prior to the month in which the election is held and must still be an active member on the day of the election. The candidate for each office who receives a plurality of the votes cast for the office shall be elected thereto, except in the case of Trustees, in which case the three (3) candidates receiving the highest number of votes shall be elected. In the event of a tie vote, the candidates shall resolve such tie by lot, except in the case of a tie for the office of President of the Local Union, in which case there shall be a reelection between only the candidates who have tied for the highest number of votes and only for that principal office. The officers-elect shall take office at the end of the term of the incumbent officers, regardless of the date of installation, which installation may take place at either the same meeting at which they are elected or, if not elected at a meeting, at the next meeting following their election. Except as provided above, no runoff election shall be held.

(5) No officer may run for another office in this Local Union, the term of which covers part of his current term, unless he resigns from his current

office, effective upon the certification of the results of the election. He shall announce his intention to resign not later than fifteen (15) days prior to the nomination meeting and will not be eligible for appointment to the vacancy created by his resignation. No officer may hold another office in any other Local Union (other than a trustee Local Union) during his term of office, except by authorization of the General President and the Local Union involved.

(6) There shall be no write-in candidates and any ballot containing a write-in candidate shall be void insofar as the vote for that office is concerned and such ballot for that office shall not be considered as having been cast in determining the vote for that office.

(7) During the period between the date of election and the end of the term of office no extraordinary expenditures of Local Union funds shall be made, and no action shall be taken that commits the Local Union to make such extraordinary expenditures in the future, without the approval of the officers-elect and the membership. Expenditure shall be considered extraordinary if it falls within the definition set forth in Article XXII, Section 4(e) of the International Constitution. In the event the election results in a new complement of officers, the outgoing officers must comply with the restrictions in Article XXII, Section 2(b) of the International Constitution regarding entering into contracts for personal services.

(8) The President, Vice President, Recording Secretary, Secretary-Treasurer, and three (3) Trustees shall be elected by a majority vote of the Allegiant Pilot's Association Local Union No. 2118 membership.

(F) Duties of Secretary-Treasurer in Connection with Nominations and Election: ^[1]

(1) The Secretary-Treasurer shall at least twenty (20) days prior to the holding of the nominations give notice, as above provided, to the membership of the time, place, and date and the offices for which nominations will be in order in connection with the election. Such notice shall be given in the manner determined by the Local Union Executive Board, consistent with these rules;

(2) The Secretary-Treasurer shall review the eligibility to hold office of any member at such member's request and shall make a report on the eligibility of that member within five (5) days thereafter to any interested member. The Secretary-Treasurer shall comply with requests from members to determine

their eligibility if made prior to the nomination meeting. After the nomination meeting, the Secretary-Treasurer shall review the eligibility of all candidates, their nominators and seconders and certify their eligibility to run for office. The Secretary-Treasurer shall immediately notify all nominees of their eligibility status and shall specifically notify any disqualified nominee of the reason for said disqualification;

(3) Unless a joint nomination-election notice was sent, the Secretary-Treasurer shall give written notice to the membership of the Local, at least twenty (20) days prior to any election date, of the time, place, date, hours, and number of offices upon which voting shall be held, by mailing such notice to the last known home address of every active member;

(4) Upon reasonable request of any declared and eligible candidate for office, the Secretary-Treasurer shall arrange for the distribution of any campaign literature by mail, or otherwise, provided that such candidate pays the reasonably estimated cost involved in advance. Candidates may make such requests a reasonable period of time prior to the conduct of the nomination meeting. The Secretary-Treasurer shall not delay the distribution of any candidate's mailing. Any reduced rate mailing permit available to any candidate shall be made available to all candidates on an equal basis. The Secretary-Treasurer may require that all campaign literature shall be presented to him at the principal office of the Local Union no later than a reasonable number of days prior to the election and all candidates shall be given reasonable notice of that cutoff date;

(5) The Secretary-Treasurer, to the extent required by law, shall upon reasonable notice make available for inspection by any bona fide candidate the membership list of the Local Union covered by union security agreements once within thirty (30) days prior to the election date. No candidate shall be permitted by the Secretary-Treasurer to copy any names or addresses of employees shown on such list and such inspection must be made in the presence of the Secretary-Treasurer or his designee;

(6) The Secretary-Treasurer shall retain copies of the notices of nominations and of the election, the mailing list of the membership, the voter register, a copy of the ballot, the official tally sheet submitted by the tellers, all voted and unused ballots, ballot return envelopes, and such other records including election rules as shall relate to the conduct of the election. All copies and records shall be retained for one (1) year.

(G) Nomination and Election Protests:

(1) Any member who desires to challenge a ruling on eligibility to run for office shall appeal, in writing, within forty-eight (48) hours after receipt of the ruling to the General President or his designee. The decision of the General President shall be appealable to the General Executive Board pursuant to the provisions of Article VI, Section 2 of the International Constitution. In the event there shall be any protest or charges made concerning an election by any member prior to the holding of the election, such protest or charge shall be made in writing by such member within forty-eight (48) hours of his knowledge of the event complained of and shall specify the exact nature and specifications of the protest. Such protest or charges shall be made to the Local Union Secretary-Treasurer who shall refer the protest or charges to the Local Union Executive Board for disposition. The decision of the Local Union Executive Board shall be appealable to the General President, pursuant to the provisions of Article VI, Section 2 of the International Constitution;

(2) In the event there shall be any protest or charge by any member concerning the conduct of the election after the election has been held, such protest or charge shall be made in writing by such member within seventy-two (72) hours setting forth the exact nature and specifications of the protest and his claim as to how it has affected the outcome of the election. Such protest or charge shall be made to the Secretary-Treasurer of the Joint Council, or State Conference, if there is no Joint Council, with which the Local Union is affiliated, and the protest or charge shall be referred to the Executive Board for disposition. The decision of the Executive Board shall be appealable to the General Executive Board for final decision, which is not appealable to the Convention.

Section 18

DUES, FEES, AND FINES

(A) Dues: The monthly dues of this organization shall be 1.56% of all earned income.

(1) The Local Union may increase/decrease the dues rate by majority secret ballot vote of the membership. In no event shall monthly dues be less than the minimum established in the International Constitution.

(2) Any increase/decrease in the rate of dues, initiation fees, re-initiation fees, or the levying of any general or special assessment by the Local Union shall be made in accordance with the following procedures:

(a) Reasonable notice shall be given that a mail referendum vote will be taken concerning the question of whether or not monthly dues, initiation fees, reinstatement fees, general or special assessments shall be increased or levied. The notice should indicate that a proposed increase or assessment is to be voted on;

(b) The mail referendum vote of the membership on the question of whether or not monthly dues, initiation fees, reinstatement fees, general or special assessments shall be increased or levied shall be conducted in accordance with the same procedure for conducting the election of Union officers, as such procedures would apply;

(c) A majority vote by secret ballot of the members in good standing voting by mail referendum shall decide the issue; and

(d) This provision supersedes Section 29 with respect to changing the dues and fees set forth in these Bylaws.

(3) New employees who elect to be “non-members” must satisfy their contractual obligations necessary to retain employment by paying an amount equal to the uniform dues and initiation fees stated herein required by members of the Union.

(a) According to applicable Federal law, Non-Members may also object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment.

(b) At the Non-member’s request, the Local Union will provide information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative. Sufficient information must be provided to allow the member to decide whether or not to become an objector.

(c) Non-members who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective

bargaining will be entitled to a reduction in fees and/or dues based on the aforementioned allocation of expenditures and will have the right to challenge the correctness of the allocation.

(d) Non-members are still bound by any germane portions of assessments, fees, and/or fines as stated in Subparagraphs (C) through (E) of this section.

(B) Fees:

(1) Initiation fees for membership in this organization shall be fifty dollars (\$50.00) payable in the third month of employment. However, the initiation fee may be waived or reduced in connection with the organization of unorganized employees at the discretion of the Executive Board. The Initiation Fee shall be waived on the application for membership for any new member that signs up to participate in Dues Check-Off (DCO) prior to the end of their third calendar month of employment.

(2) Re-initiation fees shall be fifty dollars (\$50.00).

(C) Fines:

(1) Fines shall be twenty-five dollars (\$25.00) for every month starting on the fourth (4th) consecutive month that any member is in arrears for the payment of dues fines, assessments, or other charges.

(D) Any member, who shall be three (3) months in arrears in the payment of dues, fines, assessments, or other charges, shall automatically stand suspended at the end of the third month and shall not be entitled to any rights or privileges of membership. Any member who has been automatically suspended for failure to pay dues and other charges shall be under a continuing obligation to pay dues during the period of his suspension. Upon payment of the delinquent dues and re-initiation fee, the member shall be restored to good standing status. However, payment of dues shall not restore good standing status if fines and other charges due are not paid. The Local Union Executive Board shall have the power to waive, or reduce, on a non-discriminatory basis, the payment of delinquent dues, assessments, fines, and/or re-initiation fees.

(E) General or special assessments and levies may be made from time to time in the manner provided hereinafter.

(1) Members, in addition to their membership dues, shall be required to pay such assessment(s).

Section 19

MEETINGS

(A) Membership meetings shall be general or special. Videoconferencing, teleconferencing or any other web-based technology may be employed to conduct meetings.

(B) General Membership Meetings:

(1) General membership meetings shall be held at least quarterly or more often as determined by the Executive Board and at such place and time as shall be designated by the Local Union Executive Board. The time and place of meeting in effect when these Bylaws are adopted shall continue until changed by the Local Union Executive Board upon reasonable and adequate notice to the membership. The Chairman shall be the President, unless, in his absence, he delegates that responsibility to another officer.

(2) Members in attendance at membership meetings shall have the right to express their views, arguments, or opinions upon any business properly before the meeting subject to these Bylaws and the rules and regulations adopted by the Local Union Executive Board pertaining to the conduct of meetings, but no member in exercising such rights shall evade or avoid his responsibility to the organization as an institution or engage in or instigate any conduct which would interfere with the Local Union's performance of its legal or contractual obligations.

If it should appear to the Chairman that any member is so conducting himself to constitute a threat to the orderly conduct of the business of the meeting, he may order him ejected, subject to appeal to the membership. At any time when in the judgment of the Chairman of the meeting it appears that the meeting has become so disorderly as to prevent proper deliberation on the matters which might properly come before the meeting, the Chairman shall have the right to adjourn such meeting forthwith, upon his own motion, and without second, and even though there may be other motions upon the floor. There shall be no appeal from such action since it is taken as a result of conditions which would prevent orderly consideration of the appeal by the meeting. If such action is taken by the Chairman, the time and place for a subsequent meeting, if there is to be one, shall be determined by the Local

Union Executive Board. If no such determination is made, then the next meeting shall be the next regularly scheduled meeting.

The Chairman can ask members or other persons to remove persons who have been ordered removed, or to prevent attendance of members who are "under the influence" or disorderly without calling upon the police. The rights of members to attend meetings, to remain in such meetings, or to participate in matters which come before such meetings are subject to the above powers and duties of the Chairman and of the Local Union Executive Board.

(3) The Local Union Executive Board is authorized to permit membership meetings to be held on a craft or class or other similar basis as it shall consider appropriate considering the special needs of the organization, so as to permit the membership to attend meetings and to express their views and otherwise exercise their rights as members. There shall be no limitation on the right of any member to be heard at any such separate meeting provided herein on all matters which apply to the general membership, but such member shall be permitted to vote only at such separate craft or class meeting to which he has been assigned. Membership meetings permitted under this subparagraph shall be subject to all of the requirements of Subparagraphs (A)(1) and (2) above.

(a) When the Local Union Executive Board authorizes such meeting by craft or class, each such meeting shall be conducted by the officers of the Local Union or by their designees and under the same procedures and rules as a general membership meeting, excepting only special meetings for limited purposes such as voting on contracts or strikes, handling of grievances, etc.

(b) On all matters which apply to the general membership, the votes of the meeting of each particular craft or class shall be totaled to determine the action of the Local Union in such matter.

(c) Members at each separate craft or class authorized to hold separate meetings may nominate candidates from their or any other craft or class for election to Union office; may vote separately on initiation fees, dues, and assessments which apply to them alone, if higher than the minimum applicable to the general membership; and may, when authorized by the Local Union Executive Board, vote separately on

approval or disapproval of, or on matters arising under, contracts applicable only to them, and strikes or other activities in which only they will participate.

(C) Special Meetings:

Twenty percent (20%) of the members in good standing of the Local Union may submit a written petition for a special meeting to the President of the Local Union, setting forth the reasons therefore, and the President shall call the special meeting within a reasonable time. If the Local Union comprises employees of more than one (1) employer, then no more than half of such twenty percent (20%) shall be from the same employer. If the President does not call such meeting, the Local Union Executive Board shall call such meeting within fifteen (15) days of the original petition. The President may, on his own motion, call a special meeting. Reasonable notice of the date, time, and place of any special meeting, and of the questions to be presented, shall be given the membership.

(D) Quorum:

The quorum of a general or special membership meeting shall be at least twice the number of members on the Executive Board, plus one (1), but not less than fifteen (15). The Local Union Executive Board shall establish the number constituting the quorum for craft or class meetings.

(E) Referendum:

When a referendum is authorized by the Local Union Executive Board, reasonable notice shall be given by the Secretary-Treasurer of the time, date, place, and question upon which the referendum is to be held. In a referendum, only members affected shall be permitted to vote concerning matters not affecting the entire membership. The Local Union Executive Board shall, at least ten (10) days in advance of the referendum, adopt rules and regulations for the conduct of the referendum.

(F) Subject to the provisions of Article VI, Section 1(h) of the International Constitution, every member eligible to vote in an election under Section 17(C)(1) shall be eligible to vote on any question before the membership meeting or in a referendum, except that members who are on layoff but who retain seniority at a carrier may vote on proposed collective bargaining agreements which affect them even if they are inactive by virtue of having taken a withdrawal card.

Section 20

MEMBERSHIP

(A) An applicant shall be considered a member when he shall meet all the following requirements for membership:

- (1) He shall have executed a written application for membership on a form provided by the Secretary-Treasurer;
- (2) He shall have signed a dues checkoff authorization permitting the initiation fee to be withheld from earnings. If no dues checkoff authorization is signed, membership shall date from the first month for which dues are paid, once full payment of the initiation fee is completed. Or, he shall have tendered the initiation fee and one (1) month's dues by cash;
- (3) The Local Union shall have accepted his application and dues;
- (4) The first money received from an applicant for membership must be applied to the payment of dues for the month in which the applicant is first obligated to pay dues. If this Local Union permits an applicant to pay an initiation fee on a deferred basis, the installment payments must be allocated to first satisfy the member's dues obligation. All new members presenting themselves for initiation shall receive upon request a free copy of the International Constitution and Local Union Bylaws from the Local Union. However, any alleged failure to receive such copy shall not excuse a member from violation of any duty or obligation imposed upon him by his oath of office, initiation, or membership.

(B) Good Standing:

- (1) A member shall lose his good standing membership in the organization by acceptance of a withdrawal card, by suspension or expulsion from membership after appropriate proceedings consistent with the Bylaws or the Constitution, or by nonpayment of dues on or before the last business day of the current month. Members whose dues have been withheld by their employer pursuant to a voluntary checkoff agreement shall not be declared in bad standing merely because the employer fails to remit checkoff dues to the Local Union on or before the last business day of the month. Payment of dues to an officer or steward authorized by this Local Union to collect such dues shall be deemed payment to the Local Union;

(2) A member in a suspended status because of his failure to pay his dues or other obligations as required by International Constitution and these Bylaws may reinstate his good standing by the payment of all delinquent dues and other financial obligations.

(C) Issuance of Transfer and Withdrawal Cards:

(1) The issuance of transfer cards must be handled in strict compliance with Article XVIII, Sections 1 and 2 of the International Constitution. The acceptance of transfer cards must be in accordance with the provisions of Article XVIII, Sections 3 and 4. The jurisdiction to issue honorable withdrawal cards must be handled in strict compliance with Article XVIII, Sections 6 and 7 of the International Constitution;

(2) When the Local Union is required to give to a member an honorable withdrawal card under the terms of the International Constitution and its Bylaws, it may provide for the continuance of Local Union benefits to such inactive member under conditions which it may set forth, but such inactive member shall not be permitted to hold office or vote, and shall have only such right to participate in the meetings and the affairs of the Local Union as shall be uniformly permitted by the Local Union Executive Board;

(3) A withdrawal card shall be issued to any member, including a Local Union officer, who has retired, except that a member who continues to work at the craft, including employment with the International Union or any affiliate, shall be required to retain active membership.

(D) Upon the approval of these Bylaws by the General President, supervisory employees and such other classifications as the Local Union Executive Board may lawfully determine, shall take no part on committees selected to negotiate wages and working conditions with employers, and shall not be permitted to vote on any such agreement or on any vote to strike or take other action with respect to the agreement to which they may be subject or parties. Supervisory employees shall not be permitted to hold office unless permitted by federal, state, local, or provincial law.

(E) Responsibility of Members to the Local Union:

(1) Every member by virtue of his membership in this Local Union is obligated to abide by these Bylaws and the International Constitution with respect to his rights, duties, privileges, and immunities conferred by them.

Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of fellow members;

(2) Every member covered by a collective bargaining agreement at his place of employment authorizes his Local Union to act as his exclusive bargaining representative with full and exclusive power to execute agreements with his employer governing terms and conditions of employment and to act for him and have final authority in presenting, processing, and adjusting any grievance, difficulty, or dispute arising under any collective bargaining agreement or out of his employment with such employer in such manner as the Local Union or its officers deem to be in the best interests of the Local Union, all subject to Article XII and other applicable provisions of the International Constitution relating to such matters. The Local Union and its officers, business representatives, and agents may decline to process any grievance, complaint, difficulty, or dispute if in their reasonable judgment such grievance, complaint, or dispute lacks merit;

(3) No member shall interfere with the elected officers or business agents of this organization in the performance of their duties, and each member shall, when requested, render such assistance and support in the performance of such duties as may be required by them, provided that this does not interfere with the individual rights of members. Each member and officer shall adhere to the terms and conditions of pertinent collective bargaining agreements and shall refrain from any conduct that would interfere with the performance by this Local Union of its legal or contractual obligations;

(4) No member shall engage in dual unionism or espouse dual unionism or disaffiliation, or be a party to any activity to secure the disestablishment of the Local Union as the collective bargaining agent for any employee;

(5) No member shall be permitted at any Union meeting or assembly to engage in any of the conduct hereinbefore described;

(6) Every member shall follow the rules of order at all meetings of the Local Union;

(7) Membership in this Local Union shall not vest any member thereof with right, title, or interest in or to the funds, property, or other assets belonging to the Local Union now or hereafter and no member shall have a property right to membership in this organization;

(8) No member seeking to resign from membership in any Local Union may do so except by submitting such resignation in writing to the Secretary-Treasurer of the Local Union. Any member who resigns before he has paid all dues, assessments, fines, and other financial obligations owing to any subordinate body shall be obligated to pay such obligations to his former Local Union. All members acknowledge that any obligations owing at the time of resignation shall be collectible by the Local Union in any appropriate forum. This shall not relieve any member of any obligation to comply with any other provision of this Constitution regarding acquisition or maintenance of membership in good standing;

(9) Members are prohibited from sharing information, publications, and videos provided to them by the union with any nonmembers, in particular members of management, unless specifically authorized to do so by the Local Union. For example, Teamster News, emails, flash mail messages, voice mail messages, hotline messages, letter from officers, stewards or legal staff are for the members only. Unless otherwise authorized, sharing the publication or information contained therein is strictly prohibited. Further, members are prohibited from sharing login information, login credentials, or access to teleconference, webinars, websites, or social media sites intended for members. Violation of this policy may result in the offending member having charges brought forth against them as cited in Section 21 of these Bylaws.

(F) Rights of Members:

(1) No provision of these Bylaws, rule of parliamentary procedure or action by the Local Union or its officers shall be administered in such a way as to deprive individual members of their rights under applicable law and the following membership rights:

(a) the right to nominate candidates or vote in elections or referendums of the Union;

(b) the right to attend membership meetings, and to participate in the deliberations and voting upon the business of such meetings;

(c) the right to meet and assemble freely with other members and to express any views, arguments, or opinions, and to express at meetings views upon candidates in an election of the Union or upon any

business properly before the meeting, subject to the organization's established and reasonable rules;

(d) the right to information concerning the conduct of the Local Union business; and

(e) the right to institute an action in any court or in a proceeding before any administrative agency, irrespective of whether the Local Union or its officers are defendants in the action, or to appear as a witness in a judicial, administrative or legislative proceeding, or to petition any legislator, subject to the exhaustion of intra-union remedies as required by the International Constitution and applicable law.

(G) For the purpose of Section 19(F) only, the term "meeting" includes any public meeting to which members of the Local Union are invited. All the rights of members set forth in Section 19(F) shall be subject to reasonable application and subject to the right of the Local Union to impose reasonable limitations upon the exercise of these rights by the members.

Section 21

CHARGES AND TRIALS

(A) Each member of this Union shall have the right to fair treatment in the application of union rules and law in accordance with the International Constitution and these Bylaws. In applying the rules and procedures relating to union discipline, the essential requirements of due process of law (notice, hearing, and judgment based upon the evidence) shall be observed, without, however, requiring the technical formality followed in courts of law. Recognizing that these requirements of fairness and due process of law will be administered by groups of laboring men and women, this Local Union adopts the following procedures which supplement the requirements of Article XIX of the International Constitution. The following procedural guides are designed to attain justice both to the individual member and the organization, and in instances where deviations from such procedures are not such as to substantially affect the member's substantive rights, these procedures are not to constitute technically precise requirements of strict pleadings of courts of law.

(B) Trials and Appeals:

(1) Trial. Every member charged with a violation of these Bylaws or the International Constitution shall be accorded a full and fair hearing as required by law. No member of the Local Union Executive Board involved in the subject matter of the charge, shall sit on the trial board. The decision on disqualification under this provision, if raised by an interested party, shall be made in the first instance by majority vote of the Local Union Executive Board, whose decision shall be appealable as part of the case, in accordance with the appeal procedure of the International Constitution and these Bylaws.

The officer alleged to be involved shall not vote on whether he is qualified to remain on the hearing panel. If the member charged or preferring the charges is a member of the Local Union Executive Board, or if a member of the Local Union Executive Board is unable to attend the hearing for any reason, then the President of the Local Union shall appoint an uninvolved member as a substitute. If either the President or

Secretary-Treasurer of the Local Union is charged, or has preferred the charges, or is unable to attend the hearing for any reason, the other officer shall appoint the substitute. If both the President and Secretary-Treasurer of the Local are charged or are preferring the charges, or for any reason are unable to attend the hearing, the remaining members of the Local Union Executive Board shall appoint the substitutes. Charges by, against, or involving a majority of the members of a Local Union Executive Board shall be filed with the Secretary-Treasurer of the Joint Council for trial by the Joint Council Executive Board. In no event shall any involved officer or member serve on a hearing panel, participate in the selection of a substitute member of a hearing panel, or participate in the decision-making process of the trial body.

Whenever the words "Joint Council" appear in other sections of these Bylaws, they shall mean Joint Council or State or Multi-State Joint Council and include State or Multi-State Conferences in all matters relating to disputes and appeals where there is no chartered Joint Council;

(2) Charges. Charges shall be in writing and signed by those filing same and must be filed in duplicate with the Secretary-Treasurer of the body, which is to hear the charges, who shall serve the charges and notice of the hearing upon the accused either in person or by mail at least ten (10) days prior to the hearing. No hearing on any charge shall be held less than ten (10) days

from the date on which notice of the hearing has been served on the parties unless all parties agree to waive this requirement. In scheduling the time and place of the hearing, due consideration shall be given to the convenience of the accused and witnesses necessary in the case. The charges must set forth the provisions of the International Constitution or these Bylaws allegedly violated and the acts which allegedly constitute such violation in sufficient detail to inform the accused of the offense charged, including, where possible, dates and places. The charging party must include in the charges all alleged offenses of which he has knowledge, or in the exercise of due diligence should have had knowledge, as of the time of the filing of the charges. He may not subsequently file additional charges based upon facts of which he had knowledge, or in the exercise of due diligence should have had knowledge, as of the time of the filing of the charges. Any charge based upon alleged misconduct which occurred more than five (5) years before the discovery of the conduct giving rise to the charge is barred and shall be rejected by the Secretary-Treasurer except charges based upon the non-payment of dues, assessments, and other financial obligations. No member or officer shall be required to stand trial on charges involving the same set of facts as to which he is facing criminal or civil trial until his final court appeal has been concluded. Nor shall a member or officer be required to stand trial on charges that are substantially the same or arise under the same circumstances as prior internal Union charges against such member or officer provided that a decision was rendered on those prior charges. Charges may be preferred against a suspended member or an inactive member who has been issued a withdrawal card.

(3) In the event of non-compliance with the decision handed down by a trial or appellate body, the member, elected Business Agent, Officer, or Local Union shall stand suspended from all rights and privileges under the International Constitution until the provisions of the decision have been complied with, unless the General President has waived payment of a fine or stayed the effectiveness of the decision pending appeal. If, however, the decision carries with it an order of expulsion, then such order of expulsion shall immediately take effect, unless the General President has stayed the effectiveness of the decision pending appeal;

(4) Rights of the Accused. Throughout the proceeding, there shall be a presumption of innocence in favor of the accused. In order to be sustained, the charges must be supported by a preponderance of reliable evidence and a majority of the members of the panel must vote to find the charged party

guilty. The accused shall have the right to present his own evidence, rebut testimony against him, present witnesses favorable to him, and cross-examine adverse witnesses. The charging party, the accused, and the Local Union Executive Board may select only a member in good standing of the Local Union to represent them at a hearing conducted before any trial or appellate body. Witnesses need not be members of the Union. The hearings shall be open to other members, subject to the discretion of the Local Union Executive Board in maintaining order and in excluding witnesses except when testifying;

(5) Action by the Local Union Executive Board. The Local Union Executive Board shall have the authority to determine the manner of reporting the hearings and shall have authority to exclude any method not authorized by it. Any request by a party that a verbatim record be made must be received by the Executive Board not later than five (5) business days prior to the scheduled commencement of the hearing and shall be honored. If the Local Union Executive Board decides to have a transcript or recording of the hearing made, the Local Union Executive Board shall furnish a copy of the same to the parties upon payment of the cost for same or shall make such copy available to the parties for copying or consultation without cost.

Within a reasonable time after completion of the hearing, the Local Union Executive Board shall decide the case. The decision of the Local Union Executive Board shall be in writing and contain the charges, its own factual findings and decision, and a notice to the parties informing them of the proper body to which they may appeal, and the time within which the appeal must be filed. A copy of the decision of the Local Union Executive Board must be forwarded to the parties without delay. A copy of all documents in the proceedings shall be kept available at the Local Union's principal office until final disposition is made of these charges;

(6) Appeals. Appeals shall be taken pursuant to the provisions of Article XIX of the International Constitution.

Section 22

BONDING

(A) Every officer, agent, employee, other representative of this Local Union, or shop steward who handles funds or other property of this organization shall be bonded in accordance with the requirements of the International Constitution and

applicable statute. The amount of bond required of each person shall be ascertained by the Local Union Executive Board, and the premium charges shall be paid out of the general funds of the Local Union.

(B) If the Local Union Executive Board, in its sole judgment, believes that it would be to the advantage of this organization to join with the International and/or any or all of its subordinate bodies or affiliated Local Unions in obtaining a bond or bonds covering persons in this Local Union and such other organizations under a bond or bonds issued to said International Union or other subordinate body, then, in such event the Local Union Executive Board is authorized and empowered to enter into such arrangements and pay from the general funds of this Local Union the cost for bonding these persons in this Local Union, but such surety coverage shall conform to the requirements set forth in Subparagraph (A) above.

(C) Should the bond of any person required to be bonded be canceled after surety coverage has been afforded, then such person shall be allowed thirty (30) days within which to arrange either for reinstatement of his coverage or the substitution of another bond meeting the requirements of Subparagraph (A) above to take the place of the canceled bond. However, during the period such person or a new officer is not covered by such surety bond, the Local Union Executive Board shall make whatever arrangements shall be necessary to relieve such person of the handling of any money or property of the Local Union.

(D) If an employee or officer referred to in Subparagraph (C) above cannot within thirty (30) days provide the surety bond required in conformity with the provisions of Subparagraph (A) above, the Local Union Executive Board shall be authorized and empowered to permit him to remain in his office or position under such arrangements as it may consider reasonable, but shall not require or permit him to handle any of the money or control any of the property of the Local Union.

Section 23

RULES OF ORDER

Rule 1: The regular order of business may be suspended by a vote of the meeting at any time.

Rule 2: Presiding Officer of the meeting shall enforce these rules and regulations and may direct that members be removed from the meeting for violation of these rules.

Rule 3: Any conversation by whispering or otherwise, or any other activity which is calculated to disturb or may have the effect of disturbing a member while speaking or disturb the conduct of the meeting or hinder the transaction of business, shall be deemed a violation of order.

Rule 4: Attending meetings "under the influence" is basis for removal.

Rule 5: The meeting may determine what portions of its business shall be secret.

Rule 6: When a member wishes the floor, he shall rise or otherwise indicate he wishes to be heard and respectfully address the Presiding Officer, and if recognized by the Presiding Officer, he shall state his name.

Rule 7: If two (2) or more members rise or ask to speak, the Presiding Officer shall decide who is entitled to the floor.

Rule 8: Every member, while speaking, shall adhere to the question under debate and avoid all invective and indecorous language, but all members shall have the right to express their views, arguments, and opinions upon candidates and upon any business properly before the meeting.

Rule 9: No member shall interrupt another member while speaking except for a point of order, and he shall definitely state the point, and the Presiding Officer shall decide the same without debate.

Rule 10: Any member, while speaking, being called to order by another, at the request of the Presiding Officer, shall cease speaking and be seated until the question of order is determined.

Rule 11: If any member shall feel himself aggrieved by a decision of the Presiding Officer, he may appeal from the decision of the Presiding Officer to the meeting without debate.

Rule 12: When an appeal is made from the decision of the Presiding Officer, said appeal shall be stated by the Presiding Officer to the meeting in these words: "Shall the decision of the Presiding Officer be sustained as the decision of this meeting?" The member taking the appeal will have the right to state the grounds of appeal, and the Presiding Officer will give his reasons for the decision. Thereupon, the members will proceed to vote on the appeal without further debate, and it shall require a majority vote to overrule the Chair.

Rule 13: No member shall speak more than once on the same question until all members wishing to speak have had an opportunity to do so, nor more than twice without the permission of the Presiding Officer, nor more than ten (10) minutes at one (1) time.

Rule 14: In presenting a motion, a brief statement of its objects may be made, but no discussion of its merits shall be admitted until the question is stated by the Presiding Officer.

Rule 15: Any member may call for a division of a question when the subject or sense admits thereof.

Rule 16: All votes other than amendments to these Bylaws or Rules of Order may be reconsidered at the same or next succeeding meeting upon a motion made and seconded by two (2) members who voted in the majority, provided a majority of the membership present and voting agrees thereto; but after a motion to reconsider has once been lost, it shall not be renewed.

Rule 17: The following motions shall have precedence in the following order: first, to adjourn; second, to close debate; third, to take up the previous question; fourth, to lay on the table; fifth, to postpone indefinitely; sixth, to postpone to a definite time; seventh, to refer; eighth, to amend. The first four (4) shall be decided without debate.

Rule 18: When a question is postponed indefinitely, it shall not come up again, except upon a majority vote of the members present and voting.

Rule 19: The motion to close debate may be made by two (2) members, and shall be put in this form: "Shall the debate now close?" If adopted, the President shall proceed to take up the question before the membership, according to priority, without further debate.

Rule 20: The call for the previous question on the original motion may be made by six (6) members and shall be put in this form: "Shall the main question be now put?" If adopted, the effect shall be to take up the question on the original motion to the exclusion of all debate and all amendments which have not been adopted.

Rule 21: If proper motion to amend has been made, the question on the amendment shall be put first; if more than one amendment has been offered, the question shall then be put as follows: (1) amendment to the amendment; (2) amendment; (3) original proposition.

Rule 22: A motion to adjourn shall always be in order except: (1) when a member has the floor; (2) when members are voting; (3) when a motion is pending.

Rule 23: A motion to adjourn having been put and lost shall not be in order again, provided there is further business before the Local Union, until fifteen (15) minutes have elapsed.

Rule 24: The Chair shall state every question coming before the Local Union before permitting the opening of debate thereof. Immediately before putting it to a vote he shall ask: "Is the Local Union ready for the question?" Should no member rise or otherwise ask to speak on the question, or if a majority shall vote to close discussion, the Chair shall put the question. After he has risen or ask, no member shall be permitted to speak further upon it.

Rule 25: When the Presiding Officer has commended taking the vote, no further debate or remarks shall be allowed, unless a mistake had been made, in which case the mistake shall be rectified and the Presiding Officer shall recommence taking the vote.

Rule 26: One (1) tap of the gavel shall call to order; two (2) taps to be seated; three (3) taps to rise.

Rule 27: Any question on procedure in debate, not provided for herein, shall be governed by Robert's Rules of Order, Revised.

Rule 28: All rulings of the Presiding Officer on procedure which are not challenged during the meeting become final and unappealable upon adjournment of the meeting.

Section 24

STANDING COMMITTEES

The Standing Committees of this Local Union shall be determined by the President and such committees shall perform such duties and functions as shall be assigned to them from time to time by the President or Executive Board.

Section 25

INTERNATIONAL CONSTITUTION

(A) The Local Union acknowledges that the Constitution of the International Brotherhood of Teamsters supersedes any provisions of these Bylaws herewith or

hereinafter adopted which may be inconsistent with such Constitution. The Local Union incorporates herein the provisions of the International Constitution, as they may be interpreted, modified, or amended from time to time, which are applicable to Local Union matters and affairs, and shall perform all the duties imposed upon a Local Union by such Constitution.

(B) These Bylaws are subject to the Constitution and Bylaws of the International Brotherhood of Teamsters and applicable Joint Council Bylaws.

(C) Neither this Local Union, nor any of its officers, business representatives, or employees, has the power to make any contract or agreement or to incur any liability which shall be binding upon the International Union or any of its affiliates other than this Local Union unless the written consent of the governing body or executive officer thereof has first been obtained authorizing such action. Neither this Local Union or any of its officers, representatives, or employees has been authorized or empowered to act as an agent of the International Union or any of its affiliated bodies and shall not be deemed an agent for any such body unless expressly authorized in writing by the governing body of such body to act in that capacity. No agreement or contract shall be binding upon this Local Union unless executed and delivered by its duly authorized officers, and a contract or agreement for personal services shall not be binding beyond the expiration of the term of the Executive Board at the time such contract or agreement is made. This shall not prevent a Local Union Executive Board from entering into a bona fide collective bargaining agreement with another union covering Local Union employees, subject to the requirements of Article XXII, Section 2(b) of the International Constitution.

Section 26

LOCAL UNION PROPERTY

No property of the Local Union, and no property in the possession, custody, or control of this Local Union or any of its officers, representatives, or employees and no property held in trust by any trustee for and on behalf of this Local Union, express or implied, which was created or established by this Local Union itself, or the members of the Local Union or their beneficiaries, shall be given, contributed, donated or appropriated, either directly or indirectly, to aid or assist or be expended on behalf of any seceding, dual or antagonistic labor organization or group, nor to any Local Union which is acting in violation of the Constitution of the International Brotherhood of Teamsters.

Section 27

NEGOTIATIONS, RATIFICATION OF AGREEMENTS, STRIKES AND LOCKOUTS

(A) Whenever a collective bargaining agreement is about to be negotiated, modified, or extended at the request of this Local Union, the President shall request the membership to submit written bargaining demands.

(B) The Secretary-Treasurer shall submit to the Director of the Airline Division two (2) copies of all proposed collective bargaining agreements for approval before ratification by the members or submission to the carrier for signature.

(C) Ratification of agreements or amendments shall be subject to a referendum vote in accordance with the procedures adopted by the Local Union Executive Board, with said procedures to be similar to the procedures utilized by the Local Union for the election of officers, except that the provisions of Section 19(F), allowing members on layoff to vote on collective bargaining agreements, shall apply. Where a final contract proposal has been reduced to writing at the time it is to be submitted for vote, copies of the written proposal shall be made available to the affected membership. True copies of final agreements arrived at by the Local Union shall be filed by the Secretary-Treasurer with the Economic and Contracts Departments of the International Union within sixty (60) days after execution, together with a list of the names and locations of employers and number of employees covered by such agreements. The Secretary-Treasurer shall, as of January 1st of each year, submit to the Economic and Contracts Departments of the International Union a list of agreements in effect, showing the name of the employer or employers, parties thereto, location or locations, and the amendable date.

(D) If a settlement cannot be reached in connection with the negotiation or modification of a collective bargaining agreement between the members of this Local Union and an employer after the officers have used reasonable means of achieving a settlement through the process of collective bargaining, the matter shall be subject to the strike procedure, conditions and qualifications set forth in the Constitution. The Local Union Executive Board may, in its discretion, provide that the strike vote be limited to the members employed in a particular division, craft, or place of employment. In such cases where area-wide, conference-wide, or national agreements are involved, it is understood that the specified majorities of the members covered by such agreements must vote to strike as set forth in Article XII, Sections 1 or 2 of the International Constitution, and in such event, such strike

vote shall apply to this Local Union, irrespective of the individual vote of this Local Union on that question.

(E) Strike votes shall not be required in any case where a collective bargaining agreement then in existence authorizes such strike for the purpose of enforcing the terms of such agreement. Nor shall a strike vote be required for a strike in support of demands that an employer agree to the terms and conditions of an agreement already negotiated and approved on a state, multi-state, multi-area, multi-employer, or national, company-wide, or area basis of which unit such employer is a member. In either case, the Local Union Executive Board, subject to the approval of the General President, may call the strike in support of its position, and may also, with the approval of the General President, terminate such strike without vote.

(F) At least forty-eight (48) hours prior to a strike, and in the case of picketing, lawsuit or other serious difficulty, the Secretary-Treasurer shall immediately notify the Joint Council of which it is a member of any contemplated action, as required by the International Constitution.

(G) Out-of-Work benefits shall be payable to members only as provided by and in accordance with the International Constitution. The Secretary-Treasurer shall be responsible for securing of such benefits where the Local Union is eligible to receive them, executing all documents required by the International and returning all monies to the International Union remaining unused by the Local Union at the close of the strike or lockout.

(H) Strikes which are not terminated by the conclusion of a collective bargaining agreement or by arbitration or otherwise may be terminated in such manner as the Local Union Executive Board shall determine appropriate.

Section 28

SAVING CLAUSES

(A) The provisions of these Bylaws or the International Constitution relating to the payment of dues, assessments, fines or penalties, etc., shall not be construed as incorporating into any union-security contract those requirements for good standing membership which may be in violation of applicable law, nor shall they be construed as requiring any employer to violate any applicable law. However, all such financial obligations imposed by or under the International Constitution and these Bylaws (and in conformity therewith) shall be legal obligations of the members upon whom imposed and enforceable in a court of law.

The General Executive Board of the International Union is authorized to adopt any plan or arrangement relating to such requirements and obligations which may be imposed by applicable law.

(B) If any provision of these Bylaws shall be declared invalid or inoperative by any competent authority of the executive, judicial, or administrative branch of federal or state government, the Local Union Executive Board shall have the authority to suspend the operation of such provision during the period of its invalidity and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the invalid provision. If any section or subparagraph of these Bylaws should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of these Bylaws or the application of such section or subparagraph to persons or circumstances other than those to which it has been held invalid, shall not be affected thereby.

(C) Where used in these Bylaws, words in the masculine also shall be read and construed as in the feminine in all cases where such construction would so apply.

Section 29

AMENDMENTS

(A) Proposed amendments to the Bylaws shall be submitted in writing at a regular meeting of the Local Union only in January of each year upon initiation either by petition of seven (7) members in good standing, or by resolution of the Local Union Executive Board. Under no circumstances may these Bylaws be amended during a term of office to affect or modify the powers and duties of the incumbent officers or elected business agents. Such amendments may be made effective only as of the beginning of the next term of office.

(B) The proposed amendments shall then be read at two (2) consecutive regular meetings of the membership or at two (2) consecutive division, craft, or place of employment or similar meetings (if the Local Union Executive Board has determined that membership meetings be conducted on such basis) and voted upon at the third meeting or meetings. A majority vote of the members in good standing voting at such meeting shall be required for passage.

(C) Amendments to these Bylaws are subject to the approval of the General President, as provided in Article VI, Section 4 of the International Constitution and shall not be effective until such approval has been given.

(D) Nothing contained in this Section of these Bylaws shall preclude the Local Union Executive Board in the exercise of its discretion, from directing that a membership vote be conducted by mail referendum after appropriate notice and with safeguards to ensure the integrity of the balloting.

Section 30

OBLIGATION

(A) Fellow worker, you will now take an obligation that will bind you to the International Brotherhood of Teamsters and this Local Union, and that will in no way conflict with your religious belief or your duties as a citizen:

“I, ____ (give name) _____, pledge my honor to faithfully observe the Constitution and the laws of the International Brotherhood of Teamsters and the Bylaws and laws of this Local Union;

I pledge that I will comply with all the rules and regulations for the government of the International Union and this Local Union;

I will faithfully perform all the duties assigned to me to the best of my ability and skill;

I will conduct myself at all times in a manner as not to bring reproach upon my Union;

I shall take an affirmative part in the business and activities of the Union and accept and discharge my responsibilities during any authorized strike or lockout;

I pledge not to divulge to non-members the private business of this Union, unless authorized to reveal the same;

I will never knowingly harm a fellow member;

I will never discriminate against a fellow worker on account of race, color, religion, sex, age, physical or mental disability, national origin, sexual orientation, gender identity, or any other legally protected group;

I will refrain from any conduct that would interfere with the Union's performance of its legal or contractual obligations;

I will, at all times, bear true and faithful allegiance to the International Brotherhood of Teamsters and this Local Union.”

Section 31

FISCAL YEAR

The fiscal year of this organization shall commence on the first (1st) day of January.

Date last revised: September 02, 2021

To the General President and Relevant Parties,

As the Secretary-Treasurer of Local 2118 within the Airline Division, I am compelled to report suspected illegal activities by Local's President, Andrew Robles, as a whistleblower. This matter was first brought to my attention by our Executive Assistant, Karen VanNostrand, on December 30, 2023.

Recently, Local 2118 conducted an Officer election managed by Global Election Services (GES). On the tabulation day, December 27, 2023, GES compiled a list of all received member ballots. Post-tabulation, this list was transmitted to Local 2118 via Karen. Subsequently, a significant number of members raised concerns about their ballots' receipt. Karen responded to these inquiries via email, which led to the discovery that numerous ballots were unaccounted for. Members began sharing screenshots of these email correspondences across various chat groups and forums, expressing intentions to file formal protests.

It has come to my attention that President Andrew Robles instructed Karen to delete the electronic list of received ballots, print a physical copy for concealment, and halt all communications regarding ballot receipts. I suspect these actions were aimed at suppressing potential election protests by obstructing members' ability to confirm the status of their ballots. This covert operation by President Robles appears to be a gross ethical breach.

In my capacity as Secretary-Treasurer and a member of the Executive Board, I am duty-bound to safeguard our members' rights. The destruction of crucial election materials to prevent legitimate protests constitutes a severe ethical violation, prompting this disclosure. Enclosed is Karen's detailed written account, specifically in paragraph five, where she describes the order to destroy these materials. Karen is also prepared to provide further testimony to the appropriate authorities.

Yours in solidarity,

Ryan P. Joseph

APA IBT 2118 Secretary-Treasurer, Executive Board | LAS Captain
| 310.489.5600 | Rjoseph@apa2118.org

From: Joshua Allen <undjoshallen@yahoo.com>

Date: Thursday, January 11, 2024 at 5:50 PM

To: "rfisher@teamster.org" <rfisher@teamster.org>, "sobrien@teamster.org" <sobrien@teamster.org>, "fzuckerman@teamster.org" <fzuckerman@teamster.org>, "jferreira@teamster.org" <jferreira@teamster.org>, IBT Ed Gleason General Counsel <egleason@teamster.org>, "gunterseher@teamster.org" <gunterseher@teamster.org>, MC Chris Mihalow <chris@teamstersjc42.org>, "brianville@teamster.org" <brianville@teamster.org>, IBT Trish Prescott <tprescott@teamster.org>
Cc: "fhughes@teamster.org" <fhughes@teamster.org>
Subject: 2118 Retaliation on Ryan Joseph

Hi,

I felt that with Erick Valenzuela being hired to take over the duties of Ryan Joseph, I needed to let you know of the conversation and the plans that the current Eboard has to get rid of Ryan Joseph. Attached is the two conversations that I had with two Eboard members last week. I was a Steward and a member of the Negotiating Committee.

Thanks

Josh Allen

Exhibit

23

To whom it may concern,

These series of events happened on January 3rd and 4th East Coast Time. On January 3rd I received a text from Kenny Seiden at 10:14pm to ask if I was awake. I said I was going to bed but that I would call him in a few minutes. I called Kenny Seiden (Trustee) at 10:20pm to see what he wanted. The conversation lasted about 11 minutes.

In the conversation Kenny told me he had some important information and not to tell anyone. And I said okay before I realized that it was something nefarious. He told me that Ryan Joseph was whistleblowing on something to do with an election document. He told me that there was a document from GES that had who voted and who didn't, and that Karen VanNostrand was telling the pilots when they asked if their vote was counted or not. He told me that Ryan had kind of made this list and that it basically said who voted for the Experience Slate and who did not because who would be asking because they were upset with the election results. At some point Kenny said that Andrew directed Karen to destroy the GES document and not to tell any more pilots whose votes were counted and to send them to GES for that information.

It was after this that Kenny told me that he was telling me this because I was on the negotiating committee and it would effect me. He told me that the protests to Joint Council 42 were a non event and that it would basically be nothing, and because of the whistleblower issue they were going to remove all the duties other than what is minimum required in the ByLaws for the Sec-Tres Ryan Joseph. He also said that after the whistleblower investigation is completed that they planned on bringing Ryan Joseph up on charges and were going to try and get him fired, unless the company makes Ryan management. He also said that if Ryan showed up to negotiations that we would tell him he is not welcome and to leave until he actually leaves. And that after this meeting in January he would no longer be allowed or apart of the negotiations in any way.

He also told me that their plans for Karen were to remove all duties except booking hotels and flights. In my opinion they have already started this by hiring the previous Sec-Tres Erick Valenzuela as a "business agent" to basically take over all duties that Ryan does now anyways. He is not a pilot at Alleigaint and is part of the Allied Pilots Union for American Airlines. How can he do whats right by us when he really doesn't care about the pilots here.

On January 4th Joshua Rockwood (Recording-Secretary) called me to see if I had leaked the resignation letter of Scott Hegland. I told him no that that I have not leaked anything. He told me that nobody should be leaking anything and that only the Eboard should know about this. In my opinion its because they want to control all the narritive and do not want any information that would look bad on the current Eboard to come to light. We did also talk about what was happening to Ryan Joseph and he confirmed but was surprised that I knew anything about it. I told him that Kenny called me last night and told me. I also told him because of all this I do not want to be apart of it and that I was going to be resigning as well. He asked me why and how Ryan Joseph turned me against them. I told him no one turned me against anyone. I told him that the leadership in the Union is the problem and that they need to do whats best for the pilot group, and that they need to give the negotiating committee the power to do their job, not the fascade like what they are doing now. He really did not listen and didn't understand that the union leadership is the problem and he was thinking that it was only the company that was the

issue. I told him the Eboard needs to do their job and lead. I told him that I was going to enjoy more time with my family not dealing with this anymore. And we left the conversation amicable.

I sent in my resignation a few hours after our conversation and I called and talked to Ryan Joseph and explained what they were planning on doing to him and Karen. It is plain wrong to try and get someone fired. I hope that this helps.

Sincerely,

Josh Allen

206-551-0378

Exhibit Binder on behalf of Andrew Robles

Panel Hearing re: Internal Union Charges against
Andrew Robles, Ryan Fogelsanger, Joshua Rockwood,
Kurt Hanson, Michael Cawley, and Kenneth Seiden
(Teamsters Local Union No. 2118)

September 10-11, 2024 | Las Vegas, NV

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ALLEGiant AIR

&

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
TEAMSTERS AIRLINE DIVISION, and
AIRLINE PROFESSIONALS ASSOCIATION TEAMSTERS LOCAL
UNION No. 1224

AS REPRESENTATIVE OF
THE PILOTS
OF ALLEGiant AIR

EFFECTIVE
August 1, 2016 – July 29, 2021



SECTION 2

DEFINITIONS

Active Pilot – A current and qualified Pilot not on a Leave of Absence or Furlough, performing in the service of the Company.

Additional Duty Designated Day(s) (ADD) – An added Duty Day(s) to a Pilot's Composite Line to designate an obligation for additional Pay Credit Hours to bring a Pilot's line value up to the Monthly Minimum Guarantee.

Agreement – This Collective Bargaining Agreement in its entirety, including its Amendments, Letters of Agreement (LOA) or Letters of Understanding (LOU) signed by the parties during the term of the Agreement.

Aircraft – A device that is used or intended to be used for Flight in the air.

Augmented Crew(s) – A Flight Crew that has more than the minimum number of Pilots required by the airplane type certificate to operate the aircraft to allow a Pilot to be replaced by another qualified Pilot for in-flight rest.

Awards – A Vacancy which an Active Pilot Bids for and receives through his Standing Bid.

Bid(s) – A Pilot's desired selection(s) for all Vacancies and Displacements.

Bid Line – Regular, Composite, or Reserve lines of time, prepared monthly utilizing a PBS System and awarded or assigned to a Pilot.

Bid Packages – A bid form with the total number of Bid Lines and names of each Pilot qualified to Bid; the Bid Lines, per Position, per Domicile; the Trip Pairings per fleet type available to all qualified Pilots during the Bid Period.

Bid Period – A calendar month where Pilots bid for and are awarded or assigned Duty in the service of the Company, unless otherwise agreed.

Block Hours/Time – The recorded time beginning when an aircraft moves for the intention of Flight and ends when the Aircraft next comes to rest at the ramp blocks, as measured by the Company.

Calendar Year – January 1 through December 31.

Captain – A Pilot on the Allegiant Air Pilot's System Seniority List who is qualified for a required Status in an aircraft and conducts flying or additional Duty which is covered under this Agreement. The Captain is the "pilot in command" of the flight and has final

authority and responsibility for all phases of such flight, including the operation and safety of the Aircraft and its crew.

Chairman – The administrative head of a Union committee.

Check Airman – A Pilot who is designated by the Company and approved by the FAA, to train on the line, or in the simulator, and to evaluate, or qualify other Pilots on procedures, techniques, or competency to operate Company aircraft.

Checking – A Training event to determine a Pilot's qualification in a fleet type.

Chief Pilot – A designated management position in the Company's Flight Operations Department.

Crew Scheduling – Part of the operational team located in the Operations Control Center (OCC) responsible for all flight planning/tracking and the scheduling of Crewmembers.

Crewmember – Pilots and Flight Attendants who occupy FAA required positions on Company aircraft.

Company – Allegiant Air, LLC.

Composite Line – A Pilot's awarded or assigned monthly work schedule, during a Bid Period, that contains Trip Pairings, Reserve Days, ADD Days, Vacation, and possibly Days of Training.

Customs – The government department at an airport where Crewmembers passengers, baggage and/or freight on flights originating or terminating outside of a country are required to pass through and be examined prior to entering another country.

Day – The twenty-four hour (24:00) period commencing at 00:00 and ending at 23:59.

Day Off – A Day on a Bid Line in which the Pilot is free of all Duty at his Permanent or TDY Domicile.

Deadhead – Any approved transportation scheduled by the Company for a Pilot where said Pilot is not acting as a required Crewmember.

Deadhead Pay – Compensation for Deadhead Duty, as defined above.

Designated Examiners (DE) or Designated Pilot Examiner (DPE) – A Pilot designated by the FAA to conduct oral examinations and inflight or flight simulator check rides.

Displace/ Displacement – The replacement of a less senior Pilot in a Status by a more senior Pilot. All Displacements shall be accomplished in accordance with the provisions of this Agreement.

Displaced – A Pilot who is involuntarily replaced by a more senior Pilot from a current Vacancy into lower preferenced Vacancy on his Standing Bid.

Domicile - Permanent Domiciles and Virtual Domiciles.

Duty – Any task that a Flight Crewmember performs as required by the certificate holder, including but not limited to Flight Duty period, Flight Duty, pre- and post-Flight Duties, administrative work, Training, Deadhead transportation, Aircraft positioning on the ground, Aircraft loading, and Aircraft servicing.

Duty Off – The time when a Pilot is released from Duty as detailed in Section 14, Hours of Service.

Duty On – The time when a Pilot reports for Duty, as detailed in Section 14, Hours of Service.

Effective Date – The date upon which a Pilot occupies an awarded Vacancy for a new Domicile and/or new Position.

Effective PCH – The Pay Credit Hour (PCH) a Pilot is obligated to recover during a Bid Period if he is returning to service and was ineligible to Bid or ineligible to participate in SAP.

Eligible Dependents – A Pilot's spouse and children, as defined by Company policy.

Equipment – A specific make and model of Aircraft, including derivatives and modifications within a fleet type (e.g., MD80-82,-83,-88; A-320,-318,-319,-321; Boeing 757/767-200, -300).

Equipment Lock – A provision in this Agreement requiring a Pilot to remain in a Position for a period of 24 months because of a change in fleet type or in Status.

Executive Council (EXCO) – The Union's governing body (e.g., Chairman, Vice-Chairman, Secretary/Treasurer) at Allegiant Air. The EXCO shall be comprised of Pilots from the Allegiant Air Pilot's System Seniority List and elected by members of the Union's Allegiant Air Pilots in "good-standing," or in certain cases appointed by the President of their local.

Extension – A Flight Segment(s) or Duty added to the end of a Pilot's originally scheduled release time without violating the Pilot's legality.

Family and Medical Leave Act (FMLA) – A federal or state law requiring covered employers to provide employees a job-protected Leave of Absence for qualified medical and family reasons.

First Officer – A Pilot on Allegiant Air Pilot's System Seniority List qualified for a required Status in an Aircraft and conducts Flying or additional Duty which is covered under this Agreement. The First Officer is directly responsible to the Captain and is second in command of the Aircraft.

First Paycheck – The first monthly paycheck including one-half (1/2) of a Pilot's Minimum Guarantees and pay for all PCH in excess of his Minimum Guarantees from the previous Monthly Bid Period.

Flight or Flying – Performing Duty involving either the operation of the controls of an Aircraft or Deadheading on an Aircraft, unless the context makes clear that the reference is solely to operation of the controls of an Aircraft.

Flight Segment or Segment – A completed Flight from brake release at the departure airport for the purpose of flight to brake set at the next arrival point.

Flight Standards Review Board (FSRB) – The FSRB is made up of the Director(s) of Pilot Training and Standards, Fleet Managers, the Chief Pilot, the Manager of Flight Operations Safety, and an IBT Representative.

Furlough/ Furloughed Pilot – (also **Involuntary Furlough** and **Voluntary Furlough**)

1. Due to a reduction in force, the removal of a Pilot from Active Service with the Company or the period of time during which a Pilot is not in active service with the Company as a Pilot, due to a reduction in force.
2. A Pilot who voluntarily elects to be removed from active service with the Company, during a reduction of force, when his Seniority would otherwise allow the Pilot to remain in active service.
3. An Involuntary Furlough is the removal from active service from the Company as a Pilot when a Pilot's Seniority does not allow him to remain in active service.

Golden Days – Days Off designated by a Pilot assigned to a Reserve Line after Schedules are final, that are immovable by Crew Scheduling, per Section 16, Reserve Duty.

Ground School – A part of the FAA or Company required Training for Initial New Hire, Initial Equipment, Transition or Upgrade Training.

Hourly Pay Rate – The hourly dollar amount paid to a Pilot for all PCH earned, as determined by his Position and Status.

Initial Training Course – Initial Ground School, Simulator Training and Aircraft Training required for a Pilot not previously qualified in any fleet type at the Company.

Instructors – All personnel who are qualified and are assigned to Duties as Ground Instructors, Simulator Instructors and Check Airman.

International Flights – A Flight or portion of a Flight that arrives and/or departs from an airport that is outside of the United States.

Junior Assigned (JA) – The procedure used by Crew Scheduling to involuntarily assign a Pilot to Duty on a Day Off, in inverse Seniority order, beginning with the most junior available Pilot.

Junior Assignment Pay – The Hourly Pay Rate of the Pilot who is Junior Assigned to Duty, pursuant to Section 3, Compensation.

Jury Duty – The governmental requirement for a Pilot to fulfill his civic duty and potentially serve on a jury.

Legal Rest – Shall be pursuant to FAR Part 117, unless otherwise provided for in this Agreement.

Long Term Training – Any Training, as defined in this Agreement, with a duration of fifteen (15) Days or longer. A Pilot in Long Term Training shall be paid in accordance with Section 3, Compensation.

Longevity – A Pilot's period of Active Service with the Company, measured in twelve (12) Month periods, with each period comprising a Year of Longevity. A Pilot shall begin to accrue Longevity on his first Day of initial ground school as provided in Section 17, Seniority, and continue to accrue during his Active Service with the Company. A Pilot's Longevity shall not continue to accrue beyond the provisions set forth in this Agreement for Leaves of Absence, Furloughs, or other periods of Flying inactivity.

Management Pilot(s) – A Pilot trained and qualified in a Position on a Company Aircraft and serves in an officer, director, manager, or supervisory position with the Company.

Military Service/Duty – Service in one of the branches of the Armed Forces of the United States, including the National Guard and Coast Guard.

Minimum Days Off – The number Days Off required on a Pilots Bid Line during a Bid Period, as defined in Section 14, Hours of Services.

Month(s) – A period beginning and ending with the dates that are conventionally accepted as marking the beginning and end of a numbered month (as January 1 through January 31 in the Gregorian calendar).

Monthly Bid Awards – A Pilot's monthly Schedule assigned after the Bid Period closes.

Monthly Bid Period – The process where Pilots Bid for, are awarded or assigned Bid Lines constructed from monthly Flying or Reserve Availability Periods (RAP), participate in the Schedule Adjustment Period (SAP) and Composite Lines are constructed.

Monthly Minimum Guarantee – The minimum Pay Credit Hours (PCH) a Pilot shall be paid, on a Monthly basis, in a Bid Period.

Moving Days – In accordance with Section 6, Expenses, the uninterruptible consecutive Days free of all Duty that are afforded a Pilot during a move, for the purpose to transfer his family, household goods and vehicles from his previous Domicile to a new Domicile.

New Hire Pilot – A Pilot who is hired by the Company with either no previous experience with the Company or a Pilot who was previously employed by the Company, who may or may not have been on the Allegiant Air Pilot's System Seniority List.

Open Time – In accordance with this Agreement, any Trip Pairings or portions thereof, or RAPs which remain unassigned, shall be made available in the Schedule Adjustment Period (SAP) and/or Open Time process and available to qualified Pilots in each specific fleet type to bid for, be awarded, or assigned such unassigned Duty.

Out-of-Domicile Reserve Duty Assignment – In accordance with Section 16, Reserve Duty, a Pilot on a RAP from one Domicile being utilized for a Trip Pairing at another Domicile.

Pay Credit Hour (PCH) – Pursuant to Section 3, Compensation, it is the calculated time earned by a Pilot, or Check Airman, while on Duty, or for compensation related to Non-Flying Duties which are specified in this Agreement.

Permanent Domicile – An airport or multiple airports where a Pilot has been awarded or assigned to a Vacancy for the purpose of performing Flying Duty for the Company as detailed in Section 12, Filling of Vacancies.

Pilot – In accordance with this Agreement, an individual whose name appears on the Allegiant Air Pilot's System Seniority List.

Pilot-in-Command – The Captain of the Aircraft unless the Captain designates another Pilot during his absence from the flight deck.

Position – A Pilot job in a designated Equipment Type (e.g., Aircraft) and Status (e.g., Captain, F/O).

Positive Contact – Company notification to a Pilot by telephone or in person and the Pilot responds with a verbal acknowledgment.

Probationary Period – The first 365 Days of a Pilot's employment by the Company, as defined in Section 17, Seniority.

Proficiency Check (PC) – The graded portion of a Simulator Training Period for qualifying a Pilot in a fleet type.

Proficiency Training (PT) – Company or FAA Training given to a Pilot prior to a Proficiency Check.

Protest Period – The defined period of time within the Bid Period when a Pilot, who has been awarded a Bid Line may submit to the Company potential errors with his award for the purpose to remedy potential errors.

Qualification Event – A required ground, simulator, or flight training program (e.g. Differences Training, Transition Training, Upgrade Training, Proficiency Check, Recurrent Flight Training, Line Check, OE/SLF), as defined in Section 11, Training.

Rates of Pay – The hourly amount of money a Pilot earns when performing Duty or any additional non-Duty assignment, as defined in this Agreement. All Rates of Pay shall be based on a Pilot's Position and Longevity with the Company and such hourly values shall be found in Section 3, Compensation.

Reassigned/Reassignment – An involuntary change to a Pilot's scheduled Duty on a scheduled work day(s). The Company shall utilize the provisions within Section 15, Scheduling, when reassigning a Pilot and such Pilot shall be paid in accordance with Section 3, Compensation.

Recurrent Training – The required Training, as defined by the FAA, for a Pilot in his current Position.

Regular Bid Line/Regular Lines – Bid Lines which contain only Trip Pairings, required Training, Vacation, and Days Off. Regular Bid Lines/Regular Lines shall have no Reserve Availability Periods (RAPs) scheduled in them by the Company. A Pilot may voluntarily pick up RAPs through the Open Time process, pursuant to Section 15, Scheduling.

Remedial Training – Training given to a Pilot who fails, or is not recommended for, any phase of a Training or Qualification Event, as provided for in Section 11, Training.

Removed for Operating Experience Days (ROE) – A designation which may be placed by the Company on a Pilot's Regular or Composite Bid Line, obligating such Pilot for additional Duty, as a result of a Trip being removed from his Bid Line. ROE

Day(s) which are placed on a Pilot's Bid Line shall be on the same Day(s) as the Day(s) where the Trip was removed.

Report Time – In accordance with Section 14, Hours of Service, it is the later of the actual or scheduled time that a Pilot arrives at the airport.

Reserve Availability Period (RAP) – A scheduled period of time in a Pilot's Bid Line in which a Pilot is obligated to remain available to the Company for the purpose of being assigned a Trip Pairing or any additional Duty, as specified in this Agreement.

Reserve Bid Lines – A Bid Line in a Bid Period which is constructed with only RAP's and Days Off.

Resident Airport – A Virtual Domiciled Pilot's designated Airport of use for all Company provided Deadhead transportation to and from his TDY assignment.

Rest Period – Pursuant to Section 14, Hours of Service, a Rest Period is the time between Duty Off and the subsequent Duty On time.

R.O.N. – Means "Remain Over Night." When using RON in this Agreement, it is the period of time scheduled for a Pilot to receive rest in a designated rest facility, when on Company business away from his Domicile.

Schedule – Duty awarded or assigned by the Company

Scheduled Report Time – The scheduled time that the Company requires a Flight Crewmember to report for an assignment.

Scheduled Rest Period – Provisions set forth in this Agreement or by the FAA that requires the Company to provide a Pilot scheduled periods of duty off time between Duty in his Bid Line.

Seasonal Base/Domicile – A Pilot Domicile requiring staffing for less than twelve (12) months of a Calendar Year.

Segments – A Flight or Deadhead that is identified by number and scheduled within a Trip Pairing.

Seniority – A Pilot's number on the Seniority List.

Seniority List – The Allegiant Air Pilots System Seniority List.

Short Term Training - Any Training, as defined in this Agreement, with a duration of less than fifteen (15) Days. A Pilot in Short Term Training shall be paid in accordance with Section 3, Compensation.

Sick Leave – The primary accrued benefit a Pilot earns through his Longevity with the Company that is used to pay a Pilot as described in Section 10, Sick.

Simulator Training – Full motion Simulator Training.

Special Tracking – In accordance with Section 11, Training, is additional individualized Training for Pilots who experience Training failures.

Standing Bid – A Pilot's order of Position and/or Domicile preferences for Vacancies or in the event of a Displacement, in his preferential order from the most to least favored.

Status – A Pilot's rank as Captain or First Officer.

System-wide Seniority order – The list, in Seniority order, of all flight deck Pilots employed by the Company.

Training – A Company-sponsored program of instruction and/or evaluation required by the Company or the FAA (e.g., Initial, Transition, Upgrade).

Training Event – An individual event of any Training required by the Company or the FAA.

Training Line – A monthly Schedule provided by the Company to the individual Check Airman or Instructor providing his daily Training events (e.g., Periods for Simulator Duty, Ground School Duty, Department meetings).

Transition Training – Training involving a Pilot change in Equipment Type, but not Status. (e.g., Captain MD-80 to Captain B757, FO MD-80 to FO A320), as defined in Section 12, Filling of Vacancies.

Trip – A series of Segments to be executed between the Pilot's show time at a Domicile to the Pilot's Duty Off time.

Trip Drops – Is the process by which a Pilot voluntarily removes a Duty from his Bid Line without obtaining new Duty in the same transaction, in accordance with Section 15, Scheduling.

Trip Pairings – A flight segment or series of flight segments over one or more days to which a Pilot is awarded or assigned.

Trip Trades – A voluntary change in a Pilot's Schedule such that Trip Pairings or portions thereof or RAPs are exchanged between Pilots, or between a Pilot, SAP and/or Open Time.

Union – The International Brotherhood of Teamsters, Airline Professionals Association Local 1224.

Upgrade/Upgrade Training – Required Company or FAA Training involving Pilots moving from First Officer to Captain.

Vacancy – An available Position in excess of the number of Pilots already in that Position.

Vacation – An annual granted benefit of scheduled Day(s) free from Duty as described in Section 9, Vacation. The quantity of Vacation blocks a Pilot receives is determined by his Longevity.

Vacation Pay – The Pay Credit Hour (PCH) of a block of Days, in accordance with Section 3, Compensation.

Virtual Domicile (VBD) – A Virtual Base Domicile Pilot's designated residence.

Voluntary Flying Notification – A process initiated by the Company for the purpose to cover unassigned Duty.

SECTION 24
UNION BUSINESS

A. Time Off For Short Term Union Business

1. Upon written notification by the Union, the Company shall release two (2) Pilots during any one time from duty for the purpose of performing Short Term Union Business. The notification must include the names of the Pilots and the duration of the time away from duty. The Union may request that additional Pilots be granted Union leave, and the duration thereof shall be granted by the Company subject to the needs of the operation. Such approval shall not be unreasonably withheld.
2. The Union shall provide as much advance notification as possible for Short Term Union Business.
3. Time off for Short Term Union Business for the reasons set forth below is not subject to the restriction in subsection 24.1: however, the notice requirements in this Section will still apply:
 - a. Three (3) Pilots who are participating in collective bargaining negotiations with the Company.
 - b. A Pilot who is serving as a Board member on the System Board of Adjustment.
 - c. Pilots who are performing duties on the Aviation Safety Action Program ("ASAP") Event Review Committee ("ERC").
 - d. Pilots, including Pilot representatives, who attend joint Union-Company management meetings requested by the Company.

B. Time Off For Long Term Union Business

1. Time off for purposes of Long Term Union Business shall be granted only for one (1) individual who has accepted a full-time elected position with the Local Union or International Union.
2. The Union shall notify the Company at least forty-five (45) days before the commencement and conclusion of this time away from duty for Long Term Union Business.
3. A current and qualified Pilot who returns from Long Term Union Business after bids have closed shall be assigned a Composite Line.

4. If Training or requalification is necessary, a Pilot's return date shall be determined by the first available class date to re-qualify him for the position to which he is returning.
5. A Pilot returning from a Long Term Union Business shall return to work in the following order:
 - a. To the first available preference on his Standing Bid that his seniority can hold; or,
 - b. To his former position; provided, that it still exists and his Seniority allows him to hold the position; or,
 - c. If his former position does not exist or he no longer has sufficient Seniority to hold his former position, the Pilot may bump into any position that his Seniority allows him to hold.

C. Flight Pay Loss and Administration of Benefits

1. A Pilot on a Union Business shall:
 - a. Accrue Seniority and Longevity;
 - b. Accrue Sick; and
 - c. Continue to receive all other benefits covered by this Agreement, on the same basis as other active Pilots, including, but not limited to, continued participation in the Company's travel pass policy, retirement plan, Company group insurance and other health and welfare plans provided he continue to pay his portion of the premiums, unless the Union instructs the Company otherwise.
2. Flight Pay Loss
 - a. The Union shall reimburse the Company for such Flight Pay Loss ("FPL") attributed to any Union Business. The FPL reimbursement to the Company shall be only for the credit of the scheduled trip(s) dropped, at that Pilot's then current hourly pay rate plus twenty-three percent (23%).
 - i. For all Union Business days that have been blocked as a known absence (i.e., no trip/duty dropped), the value of the known absence shall be four (4) PCH per day.
 - ii. With respect to a Pilot on Short Term Union Business as described in Section 24.A. the Company shall pay the full

credit value of the scheduled trip dropped during such leave at his then current Hourly Pay Rate.

- c. The Company shall send an invoice to the Union no later than sixty (60) days following the Bid Period in which the FPL was incurred, which shall include the following information: the employee's name, the dates of Union Business, the credit value of the scheduled trips dropped while on such Union Business, the Pilot's then current hourly pay rate, and the individualized and aggregate dollar amount to be reimbursed to the Company.
- d. The Union shall reimburse the Company within forty-five (45) Days after receipt of the Company's invoice.

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From: Timothy Jewell tjewell@apa1224.org
Subject: Chief Counsel Response and Legal Representation
Date: December 22, 2019 at 1:23 PM
To: Eboard Eboard@apa1224.org
Cc: Greg Unterseher GUnterseher@apa1224.org, Jerry Pryce JPryce@apa1224.org, Paul Rutter PRutter@apa1224.org



Hello Board,

I hope everyone is preparing to spend some much deserved time with their family and friends for the holidays. All the work each of you do for you fellow crewmembers at both you own property and for all the members of Local 1224 can be very draining. Take this time recharge your batteries and enjoy some of those fruits of your labor with you family and friends.

I wanted to take a moment while on a layover from flying to let everyone know the results of our offer to Ed Gleason to continue as Chief Counsel.

He had offered to continue as Chief Counsel, however, at a greatly reduced number of retainer hours, (40 per month, 480 for a year), at a rate of \$250/hr or \$10,000 per month. Hours above the retainer would be paid separately.

The Board modified his offer to include language that said those 40 hours could only be used by the Local President/EBoard for Local issues and not to support any of the properties within the Local. If he did work for any property that would have to be billed separately regardless whether the retainer had been used or not. I was also only authorized to offer 6 month contract.

The short version is he did not accept the offer as amended by the Board and as of January 1, 2020, will not be the Chief Counsel for Local 1224. There is no doubt this will have a significant impact on the Local, the ExCo's and most importantly the membership.

Ed did not feel the arrangement, as presented, would enable him to adequately perform the duties as Chief Counsel. I fully agree with him in that assessment. In order to fulfill the role of Chief Counsel, it has to be fully understood by all our legal representation that that person speaks for the President and the EBoard and has oversight authority of the legal representational issues. This does not mean the Chief Counsel sets policy, it means they oversee the policy as set forth by the President and the EBoard. Per the Bylaws all policy is set by the EBoard/President.

Needless to say the loss of our Chief Counsel especially one with as much knowledge of labor law especially as it relates to the RLA as Ed is a significant detriment to all our members. The EBoard/President must have a way to oversee all the many different legal groups and legal issues that abound within this Local. Yes the Bylaws do provide for the ExCo to carry out the day to day legal decisions in accordance with the policies of the EBoard, for which each ExCo Chair is a member of. This oversight must be performed or this EBoard and every member on it or not fulfilling their responsibilities under the Bylaws.



If the Board was not happy with the legal direction of the Local then it is up to the majority of the EBoard to provide that guidance. Whoever our legal counsel is, be it Chief Counsel, inhouse Counsel or outside counsel, they must follow the policies of the EBoard, per the Bylaws.

So as not to make this any longer I will cut to the chase on how I feel we should proceed.

1. I would like to go back one more time to Ed and make the following offer;
 - a. He would continue as Chief Counsel. He would be responsible to provide legal guidance to the President/EBoard.
 - b. As Chief Counsel he would be responsible for coordinating the efforts of all legal counsel utilized within Local 1224. This coordination would be in accordance with the policies set up by the EBoard/President.
 - c. He would coordinate with the ExCo's and any counsel they are using in exercising the policies of the EBoard/President.
 - d. The EBoard/President and/or ExCo's can utilize his services for litigation/arbitration/negotiations.
 - e. We would agree to a 40 hour a month retainer at \$250 an hour, for a total of \$10,000 a month. This retainer would be first used in support of the President/EBoard. Any remaining hours could be utilized by an individual or multiple ExCo's. any hours above the 40 hours would be billed to the user(s) at \$265/hr.
 - f. The length of this contract would be for 1 year. After the 1 year the contract can be terminated with a 60 day out clause.

This email is not meant to be a legal agreement just an outline. I have no idea whether or not Ed would even entertain this or not. I do know we need a sharp legal mind to help guide us in our most important decisions, which seem to come up quite often. I also understand the importance of lowering overhead costs, something we took very seriously at this last EBoard meeting. Cutting unnecessary costs is important but we still must provide services to all our members.

I have not interest in micro-managing the legal process at each carrier. I do however have to have a means to oversee the legal representation as does this EBoard. If there were things done in the past that people did not agree with then lets fix it to the extent we can and still follow our Bylaws. This Board is tasked with oversight of these issues and cannot currently abdicate those responsibilities without changing the Bylaws.

I would ask that the Board consider what I have written and that we act one way or the other as quickly as possible.

Have a Great Holiday,
Tim

Timothy A. Jewell
President

INTERNATIONAL BROTHERHOOD OF TEAMSTERS



February 11, 2020

Nick Manicone, Esquire
IBT Staff Counsel
International Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington, D.C. 20001

Re: Application of IBT Constitution to Unratified Agreement

Dear Nick,

Local 1224 is currently working to address concerns over whether an unratified agreement at one of its carriers needs to be voted on by the membership at that airline. I have recommended that the agreement be put to a membership vote, while the Executive Council at that airline disagrees with that assessment and has suggested involving the International.

This issue has attracted some attention, with several members from that pilot group approaching the Local and asking why the agreement was not offered for a membership vote. I am writing to explain our position and to ask for your input on this issue.

Local 1224's only interest is in ensuring that we comply with all relevant rules; in particular, the requirement of Art. XII, Sec. 2 of the IBT Constitution that all amendments to collective bargaining agreements be ratified. I also believe that if there is any doubt as to whether something needs to be voted on, that it is better to seek the membership's guidance as this is the member's union.

Contractual Provisions

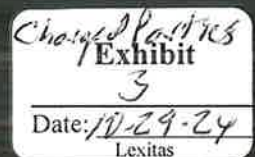
The carrier involved is Allegiant Air. Section 24.A.1 of Allegiant Air's current collective bargaining agreement ("CBA") permits Allegiant Pilots time off for "short term union business." It states:

24.A.1. Upon written notification by the Union, the Company shall release two (2) Pilots during any one time from duty for the purpose of performing Short Term Union Business. The notification must include the names of the Pilots and the duration of the time away from duty. The Union may request that additional Pilots be granted Union leave, and the duration thereof shall be granted by the Company subject to the needs of the operation. Such approval shall not be unreasonably withheld.

CBA Section 24.C.2.a describes how members are paid for union business. It states:

24.C.2.a. The Union shall reimburse the Company for such Flight Pay Loss ("FPL") attributed to any Union Business. The FPL reimbursement to the Company shall be only

Airline Professionals Association | Teamsters Local Union No. 1224
2754 Old State Route 73, Wilmington, OH 45177 | ph: 937.383.2500 | fx: 937.383.0902 | www.apa1224.org
Affiliated with the International Brotherhood of Teamsters



for the credit of the scheduled trip(s) dropped, at that Pilot's then current hourly pay rate plus twenty- three percent (23%).

- i. For all Union Business days that have been blocked as a known absence (i.e., no trip/duty dropped), the value of the known absence shall be four (4) PCH per day.*
- ii. With respect to a Pilot on Short Term Union Business as described in Section 24.A. the Company shall pay the full credit value of the scheduled trip dropped during such leave at his then current Hourly Pay Rate.*

Note that in practice, the Company has treated Union Business requests submitted before monthly bid awards as "known absences" per CBA Section 24.C.2.a.i. Those days are blocked off on a Pilot's schedule and valued at four (4) PCH per day. Conversely, Union Business requests submitted after monthly bid awards are assigned the value of the trips dropped as a result of the union business per CBA Section 24.C.2.a.ii.

Also relevant is CBA Section 14.C, which establishes that all Pilot schedules must contain a minimum number of days off each Bid Period:

14.C. Scheduled Days Off¹

- 1. All Regular and Composite Bid Lines shall be scheduled for a minimum of twelve (12) Days Off, excluding three (3) Bid Periods during the year during which all Regular and Composite Bid Lines shall be scheduled for a minimum of eleven (11) Days Off during a Bid Period.*
- 2. All Reserve Bid Lines shall be scheduled for a minimum of twelve (12) Days Off, excluding three (3) Bid Periods during the year during which all Reserve Bid Lines shall be scheduled for a minimum of ten (10) Days Off during a Bid Period.*
- 3. A Pilot shall not be scheduled to perform any Duty for more than six (6) consecutive Calendar Days without a Day Off.*

A copy of the above-cited CBA provisions are included as Attachment A.

CBA Implementation and Proposed Modifications

Allegiant Air's current CBA and the above-cited terms took effect August 1, 2016. In implementing the contract, the Company did not allow flight pay loss to Pilots on scheduled days off. If a Pilot

¹ CBA Section 2 defines several terms used in Section 14.C:

Day Off – A Day on a Bid Line in which the Pilot is free of all Duty at his Permeant or TDY Domicile.

Duty – Any task that a Flight Crewmember performs as required by the certificate holder, including but not limited to Flight Duty period, Flight Duty, pre- and post-Flight Duties, administrative work, Training, Deadhead transportation, Aircraft positioning on the ground, Aircraft loading, and Aircraft servicing.

Minimum Days Off – The number Days Off required on a Pilots Bid Line during a Bid Period, as defined in Section 14, Hours of Services.

performed union representation services on a day off, the Company did not pay the pilot flight pay loss and seek reimbursement from the Union.

During the summer of 2017, discussions between Allegiant Air and members of the then Allegiant Air Executive Council resulted in the Company's Labor Relations Director proposing to amend the contract. The proposed amendment would have allowed Union representatives performing certain functions to take union business and receive flight pay loss on their days off. The proposed amendment was couched as a "Letter of Agreement," subject to a ratification vote. Ultimately, it was not pursued and never became effective.

Instead, during the summer of 2018, a separate agreement surfaced which was couched as a "Memorandum of Understanding" (MOU) and described itself as "clarifying" the CBA. It reads:

1. *A Pilot blocking days off for Union Business can waive any Minimum Day Off requirement for that Bid Period.*
2. *Reimbursement to the Company will be at four (4) PCH per day at the Pilot's then current hourly pay rate plus twenty-three percent (23%), not limited to Minimum Guarantee.*

The MOU was signed by the Company's Director of Labor Relations and the Allegiant Air Union Executive Council Chairman on September 7, 2018. It was not submitted to the Local 1224 Executive Board and was not subject to a ratification vote, nor was it signed by the Local's President or the Airline Division Director.

After the MOU was signed by the Company's Director of Labor Relations and the Allegiant Air Union Executive Council Chairman – whether related or coincidental – Allegiant Air pilot representatives began taking sufficient short term union business in a Bid Period that the Allegiant pilot representatives took less than the Minimum Days Off required by CBA Section 14.C. It appeared that Allegiant pilot representatives were waiving the contractually required Minimum Days Off, as described in the MOU.

A copy of the above-cited MOU is included as Attachment B.

Constitution and Bylaws

Of course, our interpretation and application of the CBA – and any agreements that purport to amend or clarify it – must be consistent with the IBT Constitution and the Local's Bylaws.

Art. XII, Sec. 2(b) of the Constitution requires amendments to collective bargaining agreements to be ratified by the involved and affected members. If the September 2018 MOU amended or modified the CBA, a ratification vote by the Allegiant members would be required.

Local 1224 also has unique language in its Bylaws as a result of a member-proposed amendment that took effect in April 2018. Bylaws Section 16(E) generally prohibits members from receiving flight pay loss on days off and sets limits on the amount of flight pay loss. The Bylaws do allow deviations from these flight pay loss rules, but only if such deviations are authorized by the "explicit terms of the CBA."

A copy of the relevant Bylaw language is included as Attachment C.

Analysis

Based on the above, I believe that the MOU should be reclassified as a "Letter of Agreement" and submitted to the Allegiant Air membership for a ratification vote in accordance with the IBT Constitution and Local 1224's Bylaws.

Allegiant Air's CBA requires all schedules to have a Minimum number of Days Off each Bid Period. The CBA does not permit pilots to waive these Minimum Days Off from being placed on their schedules.

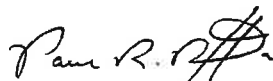
The September 2018 MOU changes these work rules by allowing Allegiant pilot representatives to waive Minimum Days Off from being placed on their monthly schedules – something other Pilots cannot do. This allows pilot representatives to receive pay for performing union business on what contractually would have been a day off prior to the MOU.

Members who helped negotiate the Allegiant Air CBA indicate that they did not intend the contract to allow Pilots to waive Minimum Days Off in order to receive additional flight pay loss. And the application of the CBA prior to the MOU indicates the same.

Accordingly, the September 2018 MOU appears to be a modification of the CBA that must be ratified by the Allegiant pilots/members under Article XII Section 2(b) of the Constitution.

This issue has received enough attention from the Allegiant Air pilot group that whatever decision is reached will need to be explained to the membership. I am requesting your input and recommendations on this Constitutional issue as Legal Counsel for the Airline Division. I appreciate your assistance

Regards,

A handwritten signature in black ink, appearing to read "Paul R. Rutter". The signature is stylized with a large, looped initial "P" and a distinct "R".

Paul R. Rutter
General Counsel
APA Teamsters Local 1224

c.c. Timothy Jewell, President Local 1224

ATTACHMENTS

Attachment A.

Relevant Allegiant Air CBA Provisions

Attachment B.

September 7, 2018 Memorandum of Understanding (MOU)

Attachment C.

APA Teamsters Local 1224 Bylaws Section 16(e)

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ALLEGIANT AIR

&

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
TEAMSTERS AIRLINE DIVISION, and
AIRLINE PROFESSIONALS ASSOCIATION TEAMSTERS LOCAL
UNION No. 1224

AS REPRESENTATIVE OF
THE PILOTS
OF ALLEGIANT AIR

EFFECTIVE
August 1, 2016 – July 29, 2021



Attachment A

3. Trip/Weather/Mechanical Delay

- a. If a delay infringes upon a day previously scheduled free of Duty (Duty off after 0200 on a scheduled day off in Domicile), the Pilot will be credited with the time flown or Deadhead time after 0000 in Domicile, which will be paid above the Minimum Guarantee.
- b. Additionally, the affected Pilot will be given a replacement Day Off with pay protection. The Day Off may be for the following month if the final bids have already been posted.
 - i. The Pilot shall provide Crew Scheduling three Day Off options. If Crew Scheduling is able to grant one of the three Day Off options, the Pilot shall be pay protected for the higher of the dropped trip or any subsequent trip that is picked up; however, if Crew Scheduling is unable to grant one of the three Day Off options, Crew Scheduling shall select the Day Off and the Pilot shall be pay protected for the dropped Trip and any subsequent trip picked up on that day shall be paid in addition to that pay protected amount.

C. Scheduled Days Off

1. All Regular and Composite Bid Lines shall be scheduled for a minimum of twelve (12) Days Off, excluding three (3) Bid Periods during the year during which all Regular and Composite Bid Lines shall be scheduled for a minimum of eleven (11) Days Off during a Bid Period.
2. All Reserve Bid Lines shall be scheduled for a minimum of twelve (12) Days Off, excluding three (3) Bid Periods during the year during which all Reserve Bid Lines shall be scheduled for a minimum of ten (10) Days Off during a Bid Period.
3. A Pilot shall not be scheduled to perform any Duty for more than six (6) consecutive Calendar Days without a Day Off.

D. Report Time

1. A Pilot is expected to report for Duty at the location and time assigned as described below.
2. A Pilot's Report Time for Flying Duty shall commence:
 - a. One (1) hour prior to the Pilot's first scheduled Flying Duty at the gate at his Permanent Domicile, Resident Airport, or other location.

SECTION 24

UNION BUSINESS

A. Time Off For Short Term Union Business

1. Upon written notification by the Union, the Company shall release two (2) Pilots during any one time from duty for the purpose of performing Short Term Union Business. The notification must include the names of the Pilots and the duration of the time away from duty. The Union may request that additional Pilots be granted Union leave, and the duration thereof shall be granted by the Company subject to the needs of the operation. Such approval shall not be unreasonably withheld.
2. The Union shall provide as much advance notification as possible for Short Term Union Business.
3. Time off for Short Term Union Business for the reasons set forth below is not subject to the restriction in subsection 24.1: however, the notice requirements in this Section will still apply:
 - a. Three (3) Pilots who are participating in collective bargaining negotiations with the Company.
 - b. A Pilot who is serving as a Board member on the System Board of Adjustment.
 - c. Pilots who are performing duties on the Aviation Safety Action Program ("ASAP") Event Review Committee ("ERC").
 - d. Pilots, including Pilot representatives, who attend joint Union-Company management meetings requested by the Company.

B. Time Off For Long Term Union Business

1. Time off for purposes of Long Term Union Business shall be granted only for one (1) individual who has accepted a full-time elected position with the Local Union or International Union.
2. The Union shall notify the Company at least forty-five (45) days before the commencement and conclusion of this time away from duty for Long Term Union Business.
3. A current and qualified Pilot who returns from Long Term Union Business after bids have closed shall be assigned a Composite Line.

4. If Training or requalification is necessary, a Pilot's return date shall be determined by the first available class date to re-qualify him for the position to which he is returning.
5. A Pilot returning from a Long Term Union Business shall return to work in the following order:
 - a. To the first available preference on his Standing Bid that his seniority can hold; or,
 - b. To his former position; provided, that it still exists and his Seniority allows him to hold the position; or,
 - c. If his former position does not exist or he no longer has sufficient Seniority to hold his former position, the Pilot may bump into any position that his Seniority allows him to hold.

C. Flight Pay Loss and Administration of Benefits

1. A Pilot on a Union Business shall:
 - a. Accrue Seniority and Longevity;
 - b. Accrue Sick; and
 - c. Continue to receive all other benefits covered by this Agreement, on the same basis as other active Pilots, including, but not limited to, continued participation in the Company's travel pass policy, retirement plan, Company group insurance and other health and welfare plans provided he continue to pay his portion of the premiums, unless the Union instructs the Company otherwise.
2. Flight Pay Loss
 - a. The Union shall reimburse the Company for such Flight Pay Loss ("FPL") attributed to any Union Business. The FPL reimbursement to the Company shall be only for the credit of the scheduled trip(s) dropped, at that Pilot's then current hourly pay rate plus twenty-three percent (23%).
 - i. For all Union Business days that have been blocked as a known absence (i.e., no trip/duty dropped), the value of the known absence shall be four (4) PCH per day.
 - ii. With respect to a Pilot on Short Term Union Business as described in Section 24.A. the Company shall pay the full

credit value of the scheduled trip dropped during such leave at his then current Hourly Pay Rate.

- c. The Company shall send an invoice to the Union no later than sixty (60) days following the Bid Period in which the FPL was incurred, which shall include the following information: the employee's name, the dates of Union Business, the credit value of the scheduled trips dropped while on such Union Business, the Pilot's then current hourly pay rate, and the individualized and aggregate dollar amount to be reimbursed to the Company.
- d. The Union shall reimburse the Company within forty-five (45) Days after receipt of the Company's invoice.

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

Re: Labor Agreement Between Union and Company

The Union and the Company are bound to the terms of a collective bargaining agreement (hereinafter "CBA") covering the period of August 1, 2016, to July 29, 2021. The Union and Company now wish to clarify certain language in the CBA relating to Union Business.

Section 24.C.2.a.i. states: "For all Union Business days that have been blocked as a known absence (i.e., no trip/duty dropped), the value of the known absence shall be four (4) PCH per day."

This Memorandum of Understanding is to clarify the Parties' agreement that:

1. A Pilot blocking off days for Union Business can waive any Minimum Day Off requirement for that Bid Period.
2. Reimbursement to the Company will be at four (4) PCH per day at the Pilot's then current hourly pay rate plus twenty-three percent (23%), not limited to Minimum Guarantee.

Dated this 7th day of September 2018.

Dated this 7th day of September 2018.

For the Union:

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

By: 
Its: Chairman, IBT

For the Company:

Allegiant Air

By: 
Its: Director Labor Relations

Attachment B



INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION 1224 BYLAWS (Effective 04/27/18)

his duties or in handling funds and property of the Local Union shall constitute a ground for charges under Article XIX of the International Constitution on which trial shall be had under the provisions set forth in Section 21 hereof.

- (G). The elected officers and Business Agents of this Local Union shall be delegates to other subordinate bodies and Conventions thereof, by virtue of their office or elected position and in accordance with applicable provisions of the International Constitution and the Bylaws of such other subordinate bodies.

SECTION 16: EXPENSES & AUTOMOBILES

- (A). Allowances: Recognizing that the officers and representatives of this organization do not work regularly scheduled hours and receive no compensation for overtime and premium pay; also recognizing that such individuals are required to pay varying amounts for lodgings and meals depending upon the city to which they travel, which amounts are sometimes less, but more often more than the allowances given them; and recognizing that they must participate in cultural, civic, legislative, political, fraternal, educational, charitable, social and other activities in addition to their specific duties as provided in the Constitution and these Bylaws, that such activities benefit the organization and its members and that the time spent in such activities is unpredictable and unascertainable such officers and representatives may be granted an allowance (both for in-town and out-of-town work, respectively, which in the case of out-of-town work shall include hotel and meal expenditures) in such amount (daily, weekly, or monthly) as the Local Union Executive Board may determine but, in no event, in excess of that provided by the International Union to International officers, except with specific advance approval of the membership. Where such an allowance has been granted, there shall be no need to make a daily or other accounting to the Local Union membership. Any such allowance must be of a reasonable amount, based upon the financial condition of the Local Union and the expenses the allowance is expected to cover. All policies adopted by the Executive Board shall be written and included in the Policies and Procedures Manual referenced in Section 14(A)(2) of these Bylaws.

Where allowances are provided, officers and employees may not be reimbursed for additional expenses for items intended to be covered by the allowance without specific additional authorization by the Executive Board and approval by the membership. In no event shall an officer or employee receive more than one payment for the same expense.

- (B). Expenses: When a representative of the organization is engaged in activities in the interest of or for the benefit of the organization and its members within the scope of his authority, the labor organization shall pay the expenses incurred therein, or reimburse the representative upon receipt of itemized vouchers from him/her or the supplier of such services, provided that the representative does not receive an allowance for these expenses or reimbursement from any other source.
- (C). Automobile Allowance: The Local Union may provide its officers or representatives with automobiles upon authorization of the membership, or in lieu thereof, they may be paid an allowance for use of their automobiles in such amount or at such rate as shall be approved by the Local Union Executive Board. Authorizing motions providing automobile allowances must specify the expenses covered by the allowance (for example,



INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION 1224 BYLAWS (Effective 04/27/18)

whether the allowance covers fuel, maintenance, insurance, etc.).

In such instances where the Local Union provides an automobile, title to the automobile shall remain in the name of the Local Union, until the Local Union decides to dispose of the vehicle. It is recognized that such officers or employees are required to be on instant call at all times, may be required to garage such automobiles and are responsible for their safeguarding. Accordingly, for the convenience of the Union and as partial compensation for such additional responsibilities, such officers shall be permitted private use of such automobiles on a round-the-clock basis when the automobiles are not required on Union business, but shall not be used during periods of vacation.

- (D). Benefits: The Local Union Executive Board may from time to time provide the terms and conditions of employment for officers, employees and representatives of this organization including, but not limited to, such fringe benefits as vacation with pay, holidays, sick leave, time off for personal leave, and, in connection therewith, any disability or sickness, health and welfare and retirement benefits and activities, and may from time to time provide changes therein, as well as additional compensations and allowances. Any such benefit adopted by the Executive Board shall be specifically set forth in the minutes of the Executive Board meetings. Policies may be modified in the manner specified in these Bylaws but must be reaffirmed no less frequently than the start of a new term of office. The principal executive officer shall be responsible for ensuring compliance with the policies and for maintaining records necessary to verify that all officers and employee have been compensated in accordance with the policies. The President, with Executive Board approval, is authorized to make to any Local Union officer or employee advances on his salary and/or vacation pay, within the restrictions of applicable law.
- (E). Flight Pay Loss: Recognizing that a significant number of elected officers, Stewards, and volunteer committee members within this Local Union are covered by Collective Bargaining Agreements (CBA) or Letters of Agreement (LOA) that provide for Flight Pay Loss (FPL) reimbursement for certain Union Business, such officers, Stewards, and members who receive FPL reimbursement from Local 1224, either directly or via their airline, shall be subject to the following limitations. The purpose of this Section is to limit FPL to reimbursement of pay lost when a member is released from conflicting company duty for Union Business. FPL shall not be used to pay members for Union Business conducted on scheduled days off. If any of the terms of this Section conflict with explicit terms of the CBA under which the member works, the terms of that CBA shall prevail.
- (1). Flight Pay Loss reimbursement shall be used solely to protect a member's regular compensation. It shall not be used to supplement or augment a member's airline compensation above the level to which the member is entitled by the applicable CBA for a normal work month or other defined pay period. A "normal work month" or "normal pay period" shall not exceed the number of days or pay credit value of the member's original assigned or awarded bid line, including scheduled duty and reserve, for any pay period. Such compensation may include minimum guarantee, flight pay credit, pay overrides for instructor or check airman duty, calculated rig time (CRT) or other rig value, training pay, and any other normal compensation. Total Flight Pay Loss reimbursement to any member for any pay period shall not exceed the total compensation value for the original assigned or awarded bid line, less any compensation earned and paid by the airline for the pay period.
 - (2). If an officer, Steward, or member of the Local Union is on an extended leave of absence for Union Business or is otherwise prevented from bidding for a normal line of work, FPL reimbursement from Local 1224 shall not exceed the value of the



INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION 1224 BYLAWS (Effective 04/27/18)

highest-value line offered for normal bidding in any month. Such value shall be computed at the member's normal pay rate, including any applicable overrides. Except that, if a specific rate or value is established in the member's applicable CBA and/or LOA, that rate or value shall be used instead.

- (3). Any compensation or potential compensation for open time, premium pay, or voluntary extensions on days originally scheduled as days off shall not be subject to FPL reimbursement from Local 1224, even if the member performs Union Business on those scheduled days off.
- (4). Nothing herein shall be construed to prohibit reimbursement for standard per diem and/or expenses incurred for Union Business, per Section 16(A) and 16(B) of these Bylaws. Neither shall anything herein be construed to prohibit FPL reimbursement from the company that is not subject to further reimbursement from Local 1224.

SECTION 17: NOMINATIONS & ELECTIONS OF OFFICERS: RULES

- (A). Time of Nominations and Elections: Nominations for the election of officers shall be conducted in the month of September subject to the provisions of the International Constitution. The election of officers shall be held not less than thirty (30) days after nominations have been closed. The Local Union Executive Board shall set the time and place of nominations and elections and such time and place and other relevant arrangements shall be convenient to the greatest possible participation by all the members.

The term of office of Local Union officers, elected Business Agents, and members of Executive Council(s) shall not be for a lesser period than three (3) years, except where necessary to bring the terms of office of all officers in concurrence or in order to provide for a schedule of nominations and elections in accordance with Article XXII, Section 4(a) of the International Constitution.

- (B). Notice of Rules, Nominations, and Election: At least twenty (20) days prior to the date of the beginning of the nomination period, specific notice of the period of time in which written nominations shall be accepted and the offices to be filled shall be mailed or shall be published in any Local Union publication mailed to the membership (except that notice of nominations and election may be combined); each member shall be advised in such notice that the election rules are set forth in the bylaws and International Constitution which are available upon request.

- (C). Eligibility of Members:

- (1). Every member whose dues are paid up through the month which is prior to the month in which the nominations or election is held shall have the right to nominate, vote for, or otherwise support the candidate of his/her choice. No member whose dues have been withheld by his/her employer for payment to the Local Union pursuant to his/her voluntary authorization provided for in a collective bargaining agreement shall be declared ineligible to nominate, or vote for, a candidate for office in the Local Union, by reason of a delay or default in the payment of dues by the employer to the Local Union.
- (2). To be eligible for election to any office in this Local Union, a member must be in continuous good standing in this Local Union and actively employed at the craft within the jurisdiction of this Local Union for a period of twenty-four (24) consecutive months prior to the month of nomination for said office, and must be

February 22, 2020

Nick Manicone, Esquire
IBT Staff Counsel
International Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington, D.C. 20001

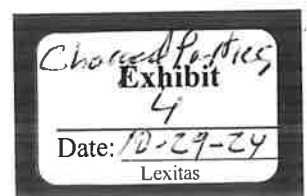
The request to modify the existing executed and agreed upon MOU stems from a misunderstanding of how Union Business is treated in the Allegiant contract. The MOU in question does not modify any language in the collective bargaining agreement and clarifies a dispute that arose over an erroneous interpretation of the contract by a scheduler.

History

Exco member Ryan Fogelsanger had 4 days of flying awarded on his line, followed by 2 days of preplanned Flight Pay Loss. On the 7th day (His day off) a Voluntary Flying Notification came out and Ryan attempted to pick up the flight. He was denied the trip because the scheduler mistook a Union Business day as a Duty. The scheduler then denied the VFN because of the belief that allowing the VFN to be assigned would be 7 days of duty in a row. During discussions with the Company, Local 1224's business agent Greg Unteseher argued that Union Business was Duty. This is in contrast with the CBA and both the Allegiant Exco and the Company disagreed with that concept. To address the concern brought forth by Ryan Fogelsanger and to clarify the the incorrect inference brought forth by Local 1224's business agent, Company's attorney drafted the Union Business MOU. This MOU was to clarify that Pilots on Union Business can waive any Minimum Day Off requirement in the same way that any other pilot can waive the Minimum Day Off requirements. The MOU was presented to the EXCO and to Local 1224's business agent at the next meeting with the company. At the meeting both parties signed the MOU without protest from Local 1224's representative and witness Greg Unteseher. All parties were clear on the meaning and intent of the MOU and neither Local 1224's lead council Ed Gleason, nor Local 1224's President Dan Wells brought forth any concerns with the MOU.

The first time that the EXCO heard about any concerns with the MOU was over a year later during the 4th quarterly Eboard meeting. This meeting occurred shortly after Atlas left the Local. During the conversation, intense debate was occurring over how to cut expenses at the Local to make budget. Allegiant EXCO Tom Pozdro (Tom was serving as my proxy) proposed cutting 1224's Lead council Ed Gleason's retainer by 75%. Further discussion devolved and Local 1224 President deflected the conversation to my Flight Pay Loss. I was not in attendance.

Here is EXCO member Ryan Fogelsangers' recollection of the event:
(Ryan attended the eboard meeting in support of EXCO member Tom Pozdro who had my proxy.)



“During the 4th Quarter Eboard meeting, while going through the 1224 budget line by line, I brought up what I thought to be legitimate concerns about Russ Leighton and Roy Liggett receiving approximately \$5000 a month extra from the local above and beyond their flight pay loss. Myself and Tim Jewell went back and forth on this subject while I was trying to figure out how this was appropriate for the local to be paying them extra. The discussion quickly devolved into Tim Jewell exploding about Andrew Robles’ flight pay loss instead of answering my questions, as if there was something to hide, and my questions were being deflected. At this point Tim Jewell stormed out of the room after stating he quit. Moments later Local 1224’s council Paul Rutter pulled me aside and brought up the MOU. Mind you this MOU had been in effect for a year and a half at this point and I was taken aback trying to figure out why this discussion was taking place. It was clear to me that Paul thought this MOU was how Andrew was taking flight pay loss and that the local intended it to be the next way they would go after Andrew and This EXCO. “

Supporting Context

Relevant CBA Definitions:

Duty- Any task that a Flight Crewmember performs as **required by the certificate holder**, including but not limited to Flight Duty period, Flight Duty, pre- and post-Flight Duties, administrative work, Training, Deadhead transportation, Aircraft positioning on the ground, Aircraft loading, and Aircraft servicing.

Note* This Definition of Duty is a verbatim copy from the FAR 117 definition of Duty and is a universally accepted term in the industry.

Day Off- A Day on a Bid Line in which the Pilot is free of all Duty at his Permanent or TDY Domicile.

Important to the discussion is that a Union Business Day, which is a not by definition a “Duty”, is a “Day Off”, no matter which method of Flight Pay Loss is employed.

Relevant References in the CBA include

24.B, 24.C.2.a.i and 24.C.2.a.ii

- i. For all Union Business days that have been blocked as a known absence (i.e., no trip/duty dropped). The value of the known absence shall be four (4) PCH per day.
- ii. With respect to a Pilot on Short Term Union Business as described in Section 24.A. the Company shall pay the full credit value of the scheduled trip dropped during such leave at his then current Hourly Pay Rate.

There are three methods of being on FPL laid out in the contract. The first is articulated in 24.B. 'Long Term Union Business shall be granted only for one (1) individual who has accepted a full-time elected position with the Local Union or International Union.'

A Pilot on Long-Term Union Business per the contract would be paid at 4 PCH for the entire year (365) based on the language in 24.2.a.i We currently do not have any Pilots on Long Term Union Business.

Next we have two methods of Short Term Flight Pay Loss.

24.C.2.i

Allows a pilot to block days for Union Business. The preferred method for doing this is prior to Bids opening both by the company and by the Pilots. This method allows the company to plan resources properly and eliminates the possibility that a Pilot on known Union Business will not take flying opportunities away from junior bidders.

Finally, 24.C.2.ii allows Pilots using FPL to drop assignments that have been awarded. Dropped assignments will be pay protected for the full value of the assignment.

The MOU in questions states:

1. A Pilot blocking off days for Union Business can waive any Minimum Day Off requirement for that Bid Period.
2. Reimbursement to the Company will be at four (4) PCH per day at the Pilot's then current hourly pay rate plus twenty-three percent (23%), not limited to Minimum Guarantee.

References from the CBA in regard to Scheduled Days Off:

14.C

Scheduled Days Off

1. All Regular and Composite Bid Lines shall be scheduled for a minimum of twelve (12) Days Off, excluding three (3) Bid Periods during the year during which all Regular and Composite Bid Lines shall be scheduled for a minimum of eleven (11) Days Off during a Bid Period.
2. All Reserve Bid Lines shall be scheduled for minimum of twelve (12) Days Off, excluding three (3) Bid Periods during the year during which all Reserve Bid Lines shall be scheduled for a minimum of ten (10) Days Off during a Bid Period.
3. A Pilot shall not be scheduled to perform any Duty for more than six (6) consecutive Calendar Days without a Day Off.

To be clear, section 14.C is a requirement that the Company must give the minimum Days off contractually agreed upon. It is a **Minimum** and the Company at its discretion can and **regularly does** give more days off than the "Minimum" required day off allotment.

All three line types can and do receive more than the regular required number of Days Off.

Further, a Pilot may at his discretion waive the Minimum number of Day Off requirement prior to Final awards being published.

This occurs every month During the SAP or Schedule Adjustment Period (SAP). Described in 15.B.3. Bid Period Timeline

And

15.K.1 Schedule Adjustment Period (SAP)

Regular Line Pilots can Pick up additional Duty by picking up Open Time during the SAP process.

15.K.1.b.i

Describes a Pilot that is awarded more than the Minimum required days off but is still Guaranteed to the Minimum Monthly Guarantee of 70 PCH.

Any time after final awards come out a Pilot may waive the Minimum required day off allotment by picking up a Duty from the Open Time Award System. 15.Q

Argument

The Analysis provided by attorney Paul Rutter ignores several key factors.

The first and most obvious is that the Local is attempting to ignore plain language in the contract. A Union Business Day is a Day Off based on the clear definition of "Day Off" which is a Day free of "Duty". A "Duty" is defined as an assignment given by the Company. It is a well-established rule that if the words in a contract are plain and clear, the meaning of such language is to be derived entirely from the nature of the language used. See *Ralphs Grocery Col.*, 109 LA 33, 35-36 (Kaufman, 1997); see also, *Excel Corp. v. Food & Commercial Workers Local 431*, 102 F.3d 1461, 1468 (8th Cir. 1996) (finding that "[a]lthough an arbitrator's award is given great deference by a reviewing court, the arbitrator is not free to ignore or abandon the plain language of [the agreement], which would in effect amend or alter the agreement without authority."); *City of Canton*, 131 LA 51 (Szuter, 2012) ([T]he mutual intent must be drawn from the language alone. Unambiguous language must be given its clear meaning.") It is also well accepted principle in contract language interpretation that disputed portions of any agreement "must be read in light of the entire agreement." *Elkouri*, *How Arbitration Works*, 8th Ed., at 9-34. The *Elkouri* treatise elaborates on the principle in the following manner: Sections of portions cannot be isolated from the rest of the agreement and given construction independently of the purpose and agreement of the parties as evidenced by the entire document. ..The meaning of each paragraph and each sentence must be determined in relation to the contract as a whole.

The argument that "all schedules have to have a Minimum number of Days Off each Bid Period" ignores the fact that every Union Business Day is a Day Off. If a Pilot has 25 Union Business days on their schedule and 5 Duty days assigned by the Company. Both the Company and the FAA only track the 5 Duty days for FAR rest requirements and or Duty obligations.

Attorney Rutter states that the CBA "does not permit pilots to waive these Minimum Days off from being placed on their schedules." While ignoring the fact that a Union Business Day is a

Day Off and is not a Duty, this statement is also factually incorrect. Any Pilot may Pick up a Duty and "waive the Minimum Days off" on their schedule. The Minimum Day off provision applies to the company building our schedules, and they are in full compliance by giving more than the Minimum number of Days off, or additional Union Business Days.

The MOU does not change any work rule in the Allegiant CBA, and is only clarifying that a Pilot taking Union Business can enjoy the same benefits as non-Union Pilots.

Attorney Rutter states "Members who helped negotiate the Allegiant Air CBA indicate that they did not intend the contract to allow Pilots to waive Minimum Days Off in order to receive additional flight pay loss." The U.S. Court of Appeals for the 9th Circuit has held that "parties to a collective bargaining agreement are conclusively presumed to have equal bargaining strength." *Waggoner v. Dallaire*, 649 F.2d 1362, 1367 (9th Cir. 1981) (*Waggoner I*), on 25remand, 570 F. Supp. 1168 (C.D. Cal 1983); rev'd, 767 F.2d 589 (9th Cir. 1985), cert. denied, 475 U.S. 26 1064 (1986), 106 S. Ct. 1374, 89, L. Ed. 2d 601 (1986). A party who signs a collective bargaining agreement is bound to its terms regardless of whether they read it or fully considered the legal consequences of signing it. *Operating Engineers Pension Trust v. Gillian*, 737 F.2d 1501, 1503-04 (9th Cir. 1984). The fact that a party did not fully understand the consequences of signing the agreement does not lead to the conclusion that there was no mutual assent and hence no contract or agreement. *Id.* See also, *Operating Engineers Pension Trusts v. Cecil Backhoe Service, Inc.*, 795 F. 2d 150, 1505 (9th Cir.1986). The Union agreed and understood that it had to comply with CBA when we into the agreement on August 1, 2016. The provision in the MOU allows a Pilot to receive additional Duty, not additional Flight Pay Loss.

Finally, Attorney Rutter makes reference to the April 2018 Bylaw amendment. He fails to cite the most relevant portion of the amendment.

(E). Flight Pay Loss: Recognizing that a significant number of elected officers, Stewards, and volunteer committee members within this Local Union are covered by Collective Bargaining Agreements (CBA) or Letters of Agreement (LOA) that provide tor Flight Pay Loss (FPL) reimbursement for certain Union Business, such officers, Stewards, and members who receive FPL reimbursement from Local 1224, either directly or via their FPL reimbursement of pay lost when a member is released from conflicting company duty for Union Business. FPL shall not be used to pay members for Union Business conducted on scheduled days off. **If any of the terms of this Section conflict with explicit terms of the CBA under which the member works, the terms of the CBA shall prevail.**

In accordance with the Allegiant CBA, all Union Business days are Days Off. This is a clear conflict with the Bylaw amendment, and per the amendment, the CBA shall prevail.

Last and final, the Local seeks to link the MOU that was drafted for the sole intent to address Pilots on Union Business who seek to pick up additional duties on their days off, with the way that I use FPL. They are unrelated and even if the MOU did not exist, the way that I use FPL

would be unaffected. I believe that this is yet another stunt being conducted by the Local to harass the Allegiant Exco and to limit the ability of Union representatives to affectively represent our Pilot group.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'A. Robles', with a stylized flourish at the end.

Captain Andrew Robles
Allegiant Air
IBT Executive Council Chairman

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JAMES P. HOFFA
General President

25 Louisiana Avenue, NW
Washington, DC 20001



KEN HALL
General Secretary-Treasurer

202.624.6800
www.teamster.org

February 25, 2020

Dear Local 1224 Executive Board Members:

In February 20, 2020, Local 1224 General Counsel requested, via email, that the Airline Division Director provide you with a decision as to whether or not the Memorandum of Understanding (MOU) between the IBT and Allegiant Air, signed September 7, 2018, amends the CBA and is required to be voted on by the IBT's Allegiant pilot membership, under Article XXII, Section 2 of the IBT Constitution.

Since this is a legal issue, I turned this over to IBT Legal Department and Staff Counsel Nick Manicone to review this matter and provide the Legal Department's recommendation, which is attached. Based upon that assessment, the IBT Constitution does not require the MOU to be voted on by the IBT's Allegiant pilot membership, because it does not amend the associated CBA.

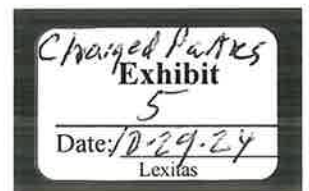
Please inform the Allegiant pilot membership of the IBT-AD's decision.

In Solidarity,

A handwritten signature in black ink, appearing to read "David P. Bourne", is written over a horizontal line.

David P. Bourne, Director
Teamsters Airline Division

cc: Paul Rutter, General Counsel, Local 1224
Nick Manicone, Staff Attorney, IBT Legal Department



INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JAMES P. HOFFA
General President

25 Louisiana Avenue, NW
Washington, DC 20001



KEN HALL
General Secretary-Treasurer

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MEMORANDUM

TO: Capt. David Bourne, Director, IBT-Airline Division

FROM: Nick Manicone, IBT Staff Counsel

RE: Status of the IBT-Allegiant Air Memorandum of Understanding
Dated September 7, 2018

Date: February 25, 2020

On February 11, 2020, IBT Local 1224 General Counsel Paul Rutter wrote me a letter requesting the Legal Department's "input and recommendations" about an IBT Constitutional issue that had arisen concerning a Memorandum of Understanding (MOU) under the Allegiant Air-IBT Collective Bargaining Agreement (CBA) to which the IBT-Airline Division is signatory. On February 20, 2020, Mr. Rutter wrote me an email, this time requesting that I inform Local 1224's Executive Board by February 26th "of the Airline Division Director's decision as to whether the MOU should or should not be put to the Allegiant pilot membership for a ratification vote."

The question here is whether the MOU amends the CBA such that it requires that Allegiant Airlines pilot membership vote upon it, under Article XXII, Section 2 of the IBT Constitution.

As you requested, I investigated the MOU, a copy of which is attached to this letter. It was executed on September 7, 2018 by Capt. Andrew Robles, Allegiant Pilots Executive Committee (ExCo) Chair, and Andrea Gansen, Allegiant Air's then-Director of Labor Relations. The MOU contains this paragraph: "(1) A Pilot blocking off days for Union Business can waive any Minimum Day Off requirement for that Bid Period." (A second clarification contained at Paragraph 2 of the MOU mirrors CBA language and is not in dispute).

The issue is whether the MOU's "waiver" of the Minimum Day Off requirement for pilots on Union Business *amends* the CBA, such that under the Constitution members must vote on it, or *clarifies* the CBA, in which case it does not need to be voted. In his February 11, 2020 letter to me, Mr. Rutter argued that the MOU amends the CBA because it alters the number of Minimum Days Off a pilot is required to take under Section 14.C.1 of the CBA. Capt. Robles, on the other hand, contends that a Union Business day is a "day off" under the CBA because it is a day free of "duty" as defined by the CBA. In his view, the MOU clarifies this fact.

After reviewing each side's position my recommendation is that the Airline Division is not required under the Constitution to put this matter to a vote. The MOU is at most a clarification of the CBA, if not entirely gratuitous. A day spent performing Union Business is plainly not "duty" under the CBA and counts as a day off for the purposes of 14.C.1. The MOU may not be necessary, but it does not change the CBA.

Practical considerations support this interpretation. Local 1224 apparently accepted the MOU as consistent with the CBA from September 2018 until recently. And the interpretation seems to be compliant with the Local's bylaws, which allow the CBA terms to prevail.

Accordingly, my conclusion is that the Constitution does not require you as Airline Division Director to direct Allegiant Airlines members to vote on the MOU.

NM/ac

Enclosure

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

The Union and the Company are bound to the terms of a collective bargaining agreement (hereinafter "CBA") covering the period of August 1, 2016, to July 29, 2021. The Union and Company now wish to clarify certain language in the CBA relating to Union Business.

Section 24.C.2.a.i. states: "For all Union Business days that have been blocked as a known absence (i.e., no trip/duty dropped), the value of the known absence shall be four (4) PCH per day."

This Memorandum of Understanding is to clarify the Parties' agreement that:

1. A Pilot blocking off days for Union Business can waive any Minimum Day Off requirement for that Bid Period.
2. Reimbursement to the Company will be at four (4) PCH per day at the Pilot's then current hourly pay rate plus twenty-three percent (23%), not limited to Minimum Guarantee.

Dated this 7th day of September 2018.

Dated this 7th day of September 2018.

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

By: 

Its: Chairman, IBT

For the Company:
Allegiant Air

By: 

Its: Director Labor Relations

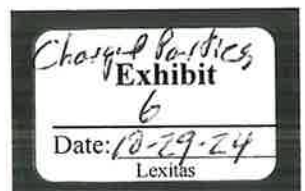
Attorney-Client Privilege

Begin forwarded message:

From: Scott Hegland <SHegland@apa2118.org>
Subject: Allegiant Income Statement - Hegland Worst Case Draft 6-19-20
Date: June 17, 2020 at 8:20:38 AM MST
To: Andrew Robles <arobles@apa2118.org>
Cc: "Scott Hegland (scotthemland@gmail.com)" <scotthemland@gmail.com>

Good Morning Pal,

I've been working on this for 2-3 hours this AM. It's your 2-23-20 Draft with my own modifications. It's intended to be a "worst case scenario" and intended to show that you could....in effect to be able to support a significant amount of Pilot Volunteer "Man Days" appropriated for Representational Activities, including all their related costs. I've got it broken down on paper here at home and I'll be happy to run through it with you. I understand you may not need all of this volunteer work every month, but if you had a need for it, it illustrates you have the money and would NOT have to dip into your assessment. It equates to about 4.5 FTE's per month being off for Union Duty. For Regular Union activity and also Negotiations, it's really not unreasonable to think you may have this many Pilots off the line in any given Month.



This also illustrates that your Dues Dollars can also cover your guys for Negotiations Prep and for actual Negotiations, EXCEPT, if you're doing 2 Arbitrations per Month and Mike will also be involved in all Prep and Negotiations, I suggest you then curtail FPL and Travel Related Costs by approx. \$20K/Month to cover the additional Legal Expenses. It's really the only logical Place I could find where it could come from??

Take a look and we'll talk in an hour. Thanks my friend.

Scott

Attorney-Client Privilege

Begin forwarded message:

From: Scott Hegland <SHegland@apa2118.org>
Subject: **Marked-Up and Clean Section 24 Union Business (Scott's Edits)**
Date: May 22, 2021 at 10:58:04 AM MST
To: Andrew Robles <arobles@apa2118.org>

Hi Pal,

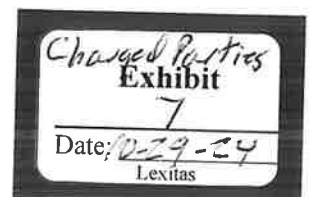
I'm sorry that it took me this long but I've been swamped with 3 elections a interim and another Section 6 negotiations at 2 other properties. I stayed home this morning so I could get my suggested edits to your Section 24.

To let you know, I have zero pride of authorship and I'm not yet 100% up on the proper use of acronyms in your CBA, so again I apologize. Here are my edits. It may look like a lot, but I attempted to use as much of the current language, your edits and attempted to maintain your intent. I made a couple of modifications to the layout of the section. I hope it flows better for you. If it isn't, put it back the way it was. Also, don't think you need to use any part of these edits. That'll be up to you. Since this is what you wanted me to do, I've reviewed your document, just finished my edits and I'm now sending back to you.

I've also added some Full-Time Union Business provisions, including the reference on how you would be paid for it. I think it's in 24.D., if I remember correctly. I also provided you a marked-up and Clean version of my edited document for an easier reading and review. Please give me a call whenever you want. I'm around all day today and tonight. I'm golfing tomorrow morning at 8 AM PDT, but should be home by 1 PM.

Hope your weekend is going well. Have a good day.

Scott



SECTION 24

UNION BUSINESS

A. Time Off For Short-Term Union Business

1. At any one (1) period of time and upon written notification by the Union, the Company shall release up to six (6) Pilots from all or a portion of their Monthly scheduled Line Duties for the purpose of performing Short-Term Union Business. The notification shall include the names of the Pilots requesting Short-Term Union Business and the estimated duration or specific Days such Pilot shall not be available for Line Duty. .

2. As provided in subsection 24.A.1., the following Union duties shall not be used in the calculation of the number of Pilots to be released for Short-Term Union Business:
 - a. Up to Three (3) Pilots for the Union collective bargaining committee.
 - b. Up to two (2) Pilots used as Union Subject Matter Experts (SME's) during Negotiations and Negotiating Preparations.
 - c. A Pilot who is serving as a Board member on the System Board of Adjustment.
 - d. A Pilot(s) serving as possible witnesses, and/or SME's to testify in an arbitration before the System Board of Adjustment.
 - e. Pilots who are performing duties on the Aviation Safety Action Program ("ASAP") Event Review Committee ("ERC"), LOSA/CLOSA Steering Committee, FOQA Gatekeeper duties, and Fatigue Risk Review Committee ("FRRC").
 - f. Pilots, including Pilot representatives, who attend joint Union-Company management meetings requested by the Company.

3. The Union may request additional Pilots be released for Short-Term Union Business. The release and duration of such additional Pilots shall be granted at the discretion of the Company, subject to the needs of the operation. Such approvals shall not be unreasonably withheld.

4. As provided in subsections 24.A., 24.A.2. and 24.A.3., the Union shall provide as much advance notification as possible for Short-Term Union Business.

B. Time Off For Full-Time Union Business

1. Time off for Full-Time Union Business shall be granted for up to three (3) Pilots who has accepted a full-time position with the Local and/or International Unions.
2. The Union shall notify the Company at least one (1) Month prior to the commencement and conclusion of his Full-Time Union position.
3. A current and qualified Pilot who returns from a Full-Time Union position after bids have closed shall be assigned a Composite Line.
4. If Training is necessary, a Pilot's returning from a Full-Time Union position shall commence his Training within thirty (30) Days after the Company receives notification from the Union of such Pilot's request to return to the Line.
5. A Pilot returning from a LongTerm Union Business shall return to work in the following order:
 - a. To the first available preference on his Standing Bid that his Seniority can hold; or,
 - b. To his former Position; provided, that it still exists and his Seniority allows him to hold such Position; or,
 - c. If his former Position does not exist or he no longer has sufficient Seniority to hold his former Position, the Pilot may bump into any Position that his Seniority allows him to hold.

C. Maintaining Proficiency and Currency Requirements for Pilot's on Short-Term or Full-Time Union Business

1. A Pilot on Short-Term or Full-Time Union Business shall have the ability to request a "Union Swap" with another Pilot. When requesting a Union Swap, a Pilot who is on Short-Term or Full-Time Union Business may request to perform another Pilot's Assignment, If the other Pilot agrees to his Union Swap, the Pilots shall submit such request to Crew Services at least twelve (12) hours prior to the scheduled departure time of the Pilot's assignment. The Displaced Pilot shall be Pay Protected for the scheduled PCH of his original assignment, and the Pilot on Short-Term or Full-Time Union Business shall perform such assignment and shall not receive any

additional compensation beyond what he is paid, as provided in subsection 24.D. from Flight Pay Loss (FPL) for his Union Business.

2. When the Union determines that a Pilot(s) on Short-Term or Full-Time Union Business is in need of additional Proficiency Training and/or must maintain his landing currency requirements, as provided in the Federal Aviation Regulations (FAR's), they may request and the Company shall provide such Pilot(s) with a four (4) hour simulator session for the purpose of satisfying his proficiency and landing currency requirements. The Company and the Union to mutually agree to the time and location of such Simulator Session, so long as it is prior to such Pilot becoming non-current to conduct the Landing Proficiency Check.
3. A Pilot on Short-Term or Full-Time Union Business shall be eligible to pick up on a scheduled Day Off or trade assignments with Open Time. Such Pilot shall be paid for any pick-up's or trades with Open Time, as provided in Section 3 (Compensation).

D. Flight Pay Loss and Administration of Benefits

1. A Pilot on Short-Term or Full-Time Union Business shall:
 - a. Accrue Seniority and Longevity;
 - b. Accrue Sick; and
 - c. Continue to receive all other benefits covered by this Agreement, on the same basis as other active Pilots, including, but not limited to, continued participation in the Company's travel pass policy, retirement plan, Company group insurance and other health and welfare plans provided he continue to pay his portion of the premiums, unless the Union instructs the Company otherwise.
2. Flight Pay Loss
 - a. All Pilots on Short-Term and Full-Time Union Business shall receive Flight Pay Loss ("FPL") from the Company for maintaining their Pay and Benefits while on Union Business. As provided in this subsection 24.D.2., a Pilot shall be paid and the Union shall reimburse the Company for the applicable FPL as follows:
 - (1) the applicable PCH for all duties due to Union Business,
 - (2) In addition to subsection 24.D.2.a.(1), a twenty- three percent (23%) override to cover all Benefits.

- b. When a Pilot is on Short-Term Union Business, he shall be paid six (6) PCH at his applicable hourly Pay Rate for each Day that has been blocked prior to the closing of a Bid.
- c. When a Pilot is on Short-Term Union Business, he shall be paid the greater of four (4) PCH per Day or the daily scheduled PCH of an assignment(s) that is dropped, at his applicable hourly Pay Rate when Union Business is assigned to his Line after a Bid Award.
- d. When a Pilot is on Full-Time Union Business, he shall be paid as provided in the Local bylaws. Thirty (30) Days prior to a Pilot beginning his Full-Time Union position, the Union shall submit to the Company the applicable PCH that he shall be paid while in his Full-Time position. A Pilot in a Full-Time Union position shall be paid the same PCH each Month, as provided in the Local bylaws and at his current applicable hourly Pay Rate until such time he returns to the Line and/or is transferred into a Short-Term Union position.
- e. A Pilot on Short-Term or Full-Time Union Business shall be paid for all cancelled meetings. When a meetings(s) is cancelled, the following shall apply:
 - (1) When cancelled by the Company, the Company shall be responsible for one hundred percent (100%) of all required FPL.
 - (2) When cancelled by the Union, the Union shall be responsible and reimburse the company for one hundred percent (100%) of all required FPL

- f. The Company shall submit an invoice to the Union no later than sixty (60) Days following the Bid Period in which the FPL was incurred, which shall include the following information: the employee's name, the dates of Union Business, the credit value of the scheduled trips dropped while on such Union Business, the Pilot's then current hourly pay rate, and the individualized and aggregate dollar amount to be reimbursed to the Company.
- g. The Union shall reimburse the Company within forty-five (45) Days after receipt of the Company's invoice.

3. Company Paid Flight Pay Loss

The Company shall pay fifty percent (50%) of all FPL for Union Committee Members who participate in joint Company/ Union meetings, as provided in subsection 24.A.2.e. or 24.A.2.f..

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SECTION 24

UNION BUSINESS

A. Time Off For Short-Term Union Business

1. ~~At any one (1) period of time and u~~Upon written notification by the Union, the Company shall release ~~up to two-six (62)~~ Pilots ~~during any one time~~ from ~~all or a portion of their Monthly scheduled Line Duties for the purpose of performing duty for the purpose of performing~~ Short-Term Union Business. The notification ~~shall must~~ include the names of the Pilots ~~requesting Short-Term Union Business~~ and the ~~estimated duration or specific Days such Pilot shall not be available for Line Duty of the time away from duty.~~
1. ~~The Union may request that additional Pilots be granted Union leave, and the duration thereof shall be granted by the Company subject to the needs of the operation. Such approval shall not be unreasonably withheld.~~
2. ~~The Union shall provide as much advance notification as possible for Short-Term Union Business.~~
- 3.2. ~~As provided in subsection 24.A.1., the following Union duties Time off for Short-Term Union Business shall not be used in the calculation of the number of Pilots to be released for Short-Term Union Business: for the reasons set forth below is not subject to the restriction in subsection 24.1; however, the notice requirements in this Section will still apply:~~
 - a. ~~Up to Three (3) Pilots for who are participating the Union in collective bargaining committee negotiations with the Company.~~
 - a.b. ~~Up to two (2) Pilots used as Union Subject Matter Experts (SME's) during Negotiations and Negotiating Preparations.~~
 - c. ~~A Pilot who is serving as a Board member on the System Board of Adjustment.~~
 - b.d. ~~A Pilot(s) serving as possible witnesses, and/or SME's to testify in an arbitration before the System Board of Adjustment.~~
 - e.e. ~~Pilots who are performing duties on the Aviation Safety Action Program ("ASAP") Event Review Committee ("ERC"), LOSA/CLOSA Steering Committee, FOQA Gatekeeper duties, and Fatigue Risk Review Committee ("FRRC").~~
 - f. ~~Pilots, including Pilot representatives, who attend joint Union-~~

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Company management meetings requested by the Company.

3. The Union may request additional Pilots be released for Short-Term Union Business. The release and duration of such additional Pilots shall be granted at the discretion of the Company, subject to the needs of the operation. Such approvals shall not be unreasonably withheld.
4. As provided in subsections 24.A., 24.A.2. and 24.A.3., the Union shall provide as much advance notification as possible for Short-Term Union Business.

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Maintaining Currency for Elected Officers on Flight Pay Loss

- Union Elected Officers on Flight Pay Loss shall have the ability to "Union Swap" another Pilot by submitting a request to Crew Services at least 12 hours prior to the scheduled departure time of the requested assignment. The removed Pilot shall be Pay Protected, and the Union Officer that is flying the assignment will not receive any additional compensation beyond any requested Flight Pay Loss for the day.
- In order to maintain currency, at the request of the Union, a Union Elected Officer can schedule a 90 day landing proficiency. The Company will work with the Union to find a mutually agreeable time and location to conduct the Landing Proficiency check.
- Nothing in this section shall preclude a Union Officer from picking up Open time on a Day Off.

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B. Time Off For Full-TimeLong-Term Union Business

1. Time off for Full-Timepurposes of Long-Term Union Business shall be granted only for up to three (3) Pilotsindividual who has accepted a full-time elected position with the Local Union and/or International Unions.
2. The Union shall notify the Company at least one (1) Monthforty-five (45) days before prior to the commencement and conclusion of his Full-Timethis time away from duty for Long-Term Union positionBusiness.
3. A current and qualified Pilot who returns from a Full-TimeLong-Term Union positionBusiness after bids have closed shall be assigned a Composite Line.

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4. If Training ~~or requalification~~ is necessary, a Pilot's returning from a Full-Time Union position shall commence his Training within thirty (30) Days after the Company receives notification from the Union of such Pilot's request to return to the Line, date shall be determined by the first available class date to re-qualify him for the position to which he is returning.
5. A Pilot returning from a Long-Term Union Business shall return to work in the following order:
 - a. To the first available preference on his Standing Bid that his Seniority can hold; or,
 - b. To his former Pposition; provided, that it still exists and his Seniority allows him to hold suchthe Pposition; or,
 - c. If his former Pposition does not exist or he no longer has sufficient Seniority to hold his former Pposition, the Pilot may bump into any Pposition that his Seniority allows him to hold.

C. Maintaining Proficiency and Currency Requirements for Pilot's on Short-Term or Full-Time Union Business

1. A Pilot on Short-Term or Full-Time Union Business shall have the ability to request a "Union Swap" with another Pilot. When requesting a Union Swap, a Pilot who is on Short-Term or Full-Time Union Business may request to perform another Pilot's Assignment. If the other Pilot agrees to his Union Swap, the Pilots shall submit such request to Crew Services at least twelve (12) hours prior to the scheduled departure time of the Pilot's assignment. The Displaced Pilot shall be Pay Protected for the scheduled PCH of his original assignment, and the Pilot on Short-Term or Full-Time Union Business shall perform such assignment and shall not receive any additional compensation beyond what he is paid, as provided in subsection 24.D. from Flight Pay Loss (FPL) for his Union Business.
2. When the Union determines that a Pilot(s) on Short-Term or Full-Time Union Business is in need of additional Proficiency Training and/or must maintain his landing currency requirements, as provided in the Federal Aviation Regulations (FAR's), they may request and the Company shall provide such Pilot(s) with a four (4) hour simulator session for the purpose of satisfying his proficiency and landing currency requirements. The Company and the the Union to mutually agree to the time and location of such Simulator Session, so long as it is prior to such Pilot becoming non-current, to conduct the Landing Proficiency Check.

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3. A Pilot on Short-Term or Full-Time Union Business shall be eligible to pick up on a scheduled Day Off or trade assignments with Open Time. Such Pilot shall be paid for any pick-up's or trades with Open Time, as provided in Section 3 (Compensation).

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C-D. Flight Pay Loss and Administration of Benefits

1. A Pilot on Short-Term or Full-Time a Union Business shall:
 - a. Accrue Seniority and Longevity;
 - b. Accrue Sick; and
 - c. Continue to receive all other benefits covered by this Agreement, on the same basis as other active Pilots, including, but not limited to, continued participation in the Company's travel pass policy, retirement plan, Company group insurance and other health and welfare plans provided he continue to pay his portion of the premiums, unless the Union instructs the Company otherwise.

2. Flight Pay Loss

- a. All Pilots on Short-Term and Full-Time Union Business shall receive The Union shall reimburse the Company for such Flight Pay Loss ("FPL") from the Company for maintaining their Pay and Benefits while on-attributed to any Union Business. As provided in this subsection 24.D.2., a Pilot shall be paid and The Union shall reimburse the Company for the applicable FPL reimbursement to the Company as follows:

(1) shall be only for The applicable PCH for all duties due to credit of the scheduled trip(s) dropped Union Business,

(2) In addition to subsection 24.D.2.a.(1), at that Pilot's then-current hourly pay rate plus twenty- three percent (23%)_ override to cover all Benefits.

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- b. When a Pilot is on Short-Term For all Union Business, he shall be paid six (6) PCH at his applicable hourly Pay Rate for each Days that have been blocked prior to the closing of a Bid.s Closing as a known absence (i.e., no trip/duty dropped), the value of the known absence shall be four six (64) PCH per day.

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- c. When a Pilot is on Short-Term Union Business, he shall be paid the greater of four (4) PCH per Day or the daily scheduled PCH of an assignment(s) that is dropped, at his applicable hourly Pay Rate when Union Business is assigned to his Line after a Bid

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~~Award. For all Union Business Day(s) that have been blocked post Bid Award (i.e., no trip/duty dropped), the value of the Union Business Day shall be three (3) PCH per day.~~

~~i.d. When a Pilot is on Full-Time Union Business, he shall be paid as provided in the Local bylaws. Thirty (30) Days prior to a Pilot beginning his Full-Time Union position, the Union shall submit to the Company the applicable PCH that he shall be paid while in his Full-Time position. A Pilot in a Full-Time Union position shall be paid the same PCH each Month, as provided in the Local bylaws and at his current applicable hourly Pay Rate until such time he returns to the Line and/or is transferred into a Short-Term Union position.~~

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~~e. A Pilot on Short-Term or Full-Time Union Business shall be paid for all cancelled meetings. When a meetings(s) is cancelled, the following shall apply:~~

~~(1) When cancelled by the Company, the Company shall be responsible for one hundred percent (100%) of all required FPL.~~

~~(2) When cancelled by the Union, the Union shall be responsible and reimburse the company for one hundred percent (100%) of all required FPL in the event that a Union Business day has been blocked as a known absence for a company requested meeting that subsequently gets canceled, at the discretion of the Union, the Union Business day may be dropped and marked as a day off. That dropped Union Business day will not be charged to the Union.~~

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~~ii. With respect to a Pilot on Short Term Union Business as described in Section 24.A, the Company shall pay the full~~

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credit value of the scheduled trip dropped during such leave at his then current Hourly Pay Rate.

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f. The Company shall ~~submit~~ an invoice to the Union no later than sixty (60) ~~De~~days following the Bid Period in which the FPL was incurred, which shall include the following information: the employee's name, the dates of Union Business, the credit value of the scheduled trips dropped while on such Union Business, the Pilot's then current hourly pay rate, and the individualized and aggregate dollar amount to be reimbursed to the Company.

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g. The Union shall reimburse the Company within forty-five (45) Days after receipt of the Company's invoice.

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3. Company Paid Flight Pay Loss

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~~The Company shall will pay fifty percent (50%) of all the total monthly FPL for Union Committee Members who participate in all joint Company requested Company meetings with Union meetings committees, as provided in subsection 24.A.2.e. or 24.A.2.f. referenced in 24.A.3.d of the CBA.~~

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From: "Hegland, Scott" <SHegland@teamster.org>
Subject: Section 24-SEH2 Edits
Date: May 23, 2021 at 5:06:45 AM MST
To: Andrew Robles <arobles@apa2118.org>

Good Morning,

I woke up this morning thinking about my edits on Section 24. We don't need to mention your Bylaws in the CBA. All that matters is we address how the company receives the applicable PCH from us and unless we notify them of something different, a Full-Time Union position will get paid the same each month. Multiplied by his hourly Pay Rate. Period. Internally, we will address it in your bylaws.

I made these changes to the CLEAN version I sent to you yesterday. I did it so it would be easy to see what edits I did from yesterday's draft. Also, at the end of the document, I cut out any extra committee work that we would be asking for 50% and left it as you wrote it. If you want to add it back in, go ahead.

That's it. You or I, if its necessary, can later on go back in and add these latest edits into the Marked-Up version. I need to get around because I'm heading to the club to play later on this morning. I should be home by 1 PM your time today. Have a good morning.

Scott



SECTION 24

UNION BUSINESS

A. Time Off For Short-Term Union Business

1. At any one (1) period of time and upon written notification by the Union, the Company shall release up to six (6) Pilots from all or a portion of their Monthly scheduled Line Duties for the purpose of performing Short-Term Union Business. The notification shall include the names of the Pilots requesting Short-Term Union Business and the estimated duration or specific Days such Pilot shall not be available for Line Duty. .
2. As provided in subsection 24.A.1., the following Union duties shall not be used in the calculation of the number of Pilots to be released for Short-Term Union Business:
 - a. Up to Three (3) Pilots for the Union collective bargaining committee.
 - b. Up to two (2) Pilots used as Union Subject Matter Experts (SME's) during Negotiations and Negotiating Preparations.
 - c. A Pilot who is serving as a Board member on the System Board of Adjustment.
 - d. A Pilot(s) serving as possible witnesses, and/or SME's to testify in an arbitration before the System Board of Adjustment.
 - e. Pilots who are performing duties on the Aviation Safety Action Program ("ASAP") Event Review Committee ("ERC"), LOSA/CLOSA Steering Committee, FOQA Gatekeeper duties, and Fatigue Risk Review Committee ("FRRRC").
 - f. Pilots, including Pilot representatives, who attend joint Union-Company management meetings requested by the Company.
3. The Union may request additional Pilots be released for Short-Term Union Business. The release and duration of such additional Pilots shall be granted at the discretion of the Company, subject to the needs of the operation. Such approvals shall not be unreasonably withheld.
4. As provided in subsections 24.A., 24.A.2. and 24.A.3., the Union shall provide as much advance notification as possible for Short-Term Union Business.

B. Time Off For Full-Time Union Business

1. Time off for Full-Time Union Business shall be granted for up to three (3) Pilots who has accepted a full-time position with the Local and/or International Unions.
2. The Union shall notify the Company at least one (1) Month prior to the commencement and conclusion of his Full-Time Union position.
3. A current and qualified Pilot who returns from a Full-Time Union position after bids have closed shall be assigned a Composite Line.
4. If Training is necessary, a Pilot's returning from a Full-Time Union position shall commence his Training within thirty (30) Days after the Company receives notification from the Union of such Pilot's request to return to the Line.
5. A Pilot returning from a ~~Full-Time~~LongTerm Union Business shall return to work in the following order:
 - a. To the first available preference on his Standing Bid that his Seniority can hold; or,
 - b. To his former Position; provided, that it still exists and his Seniority allows him to hold such Position; or,
 - c. If his former Position does not exist or he no longer has sufficient Seniority to hold his former Position, the Pilot may bump into any Position that his Seniority allows him to hold.

C. Maintaining Proficiency and Currency Requirements for Pilot's on Short-Term or Full-Time Union Business

1. A Pilot on Short-Term or Full-Time Union Business shall have the ability to request a "Union Swap" with another Pilot. When requesting a Union Swap, a Pilot who is on Short-Term or Full-Time Union Business may request to perform another Pilot's Assignment. If the other Pilot agrees to his Union Swap, the Pilots shall submit such request to Crew Services at least twelve (12) hours prior to the scheduled departure time of the Pilot's assignment. The Displaced Pilot shall be Pay Protected for the scheduled PCH of his original assignment, and the Pilot on Short-Term or Full-Time Union Business shall perform such assignment and shall not receive any

additional compensation beyond what he is paid, as provided in subsection 24.D. from Flight Pay Loss (FPL) for his Union Business.

2. When the Union determines that a Pilot(s) on Short-Term or Full-Time Union Business is in need of additional Proficiency Training and/or must maintain his landing currency requirements, as provided in the Federal Aviation Regulations (FAR's), they may request and the Company shall provide such Pilot(s) with a four (4) hour simulator session for the purpose of satisfying his proficiency and landing currency requirements. The Company and the Union to mutually agree to the time and location of such Simulator Session, so long as it is prior to such Pilot becoming non-current. to conduct the Landing Proficiency Check.
3. A Pilot on Short-Term or Full-Time Union Business shall be eligible to pick up on a scheduled Day Off or trade assignments with Open Time. Such Pilot shall be paid for any pick-up's or trades with Open Time, as provided in Section 3 (Compensation).

D. Flight Pay Loss and Administration of Benefits

1. A Pilot on Short-Term or Full-Time Union Business shall:
 - a. Accrue Seniority and Longevity;
 - b. Accrue Sick; and
 - c. Continue to receive all other benefits covered by this Agreement, on the same basis as other active Pilots, including, but not limited to, continued participation in the Company's travel pass policy, retirement plan, Company group insurance and other health and welfare plans provided he continue to pay his portion of the premiums, unless the Union instructs the Company otherwise.
2. Flight Pay Loss
 - a. All Pilots on Short-Term and Full-Time Union Business shall receive Flight Pay Loss ("FPL") from the Company for maintaining their Pay and Benefits while on Union Business. As provided in this subsection 24.D.2., a Pilot shall be paid and the Union shall reimburse the Company for the applicable FPL as follows:
 - (1) the applicable PCH for all duties due to Union Business,
 - (2) In addition to subsection 24.D.2.a.(1)., a twenty- three percent (23%) override to cover all Benefits.

- b. When a Pilot is on Short-Term Union Business, he shall be paid six (6) PCH at his applicable hourly Pay Rate for each Day that has been blocked prior to the closing of a Bid.
- c. When a Pilot is on Short-Term Union Business, he shall be paid the greater of four (4) PCH per Day or the daily scheduled PCH of an assignment(s) that is dropped, at his applicable hourly Pay Rate when Union Business is assigned to his Line after a Bid Award.

d. When a Pilot is on Full-Time Union Business, he shall be paid, as ~~determined provided by in the Local bylaw the Unions~~. Thirty (30) Days prior to a Pilot beginning his Full-Time Union position, the Union shall submit to the Company the applicable PCH that ~~he~~ shall be paid each Month while in such position.

~~e. As provided is subsection 24.D.2.d., a Pilot in a Full-Time Union position shall be paid the applicable PCH, multiplied by his current Pay Rate, as provided for in Section 3 (Compensation), while in his Full-Time position. A Pilot in a Full-Time Union position furthermore, his Monthly PCH shall shall remain be paid the same PCH each Month, unless otherwise notified by the Union, as provided in the Local bylaws and at his current applicable hourly Pay Rate until such time he returns to the Line and/or is transferred into a Short-Term Union position.~~

e-f. A Pilot on Short-Term or Full-Time Union Business shall be paid for all cancelled meetings. When a meetings(s) is cancelled, the following shall apply:

- (1) When cancelled by the Company, the Company shall be responsible for one hundred percent (100%) of all required FPL.
- (2) When cancelled by the Union, the Union shall be responsible and reimburse the company for one hundred percent (100%) of all required FPL

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- f. The Company shall submit an invoice to the Union no later than sixty (60) Days following the Bid Period in which the FPL was incurred, which shall include the following information: the employee's name, the dates of Union Business, the credit value of the scheduled trips dropped while on such Union Business, the Pilot's then current hourly pay rate, and the individualized and aggregate dollar amount to be reimbursed to the Company.
- g. The Union shall reimburse the Company within forty-five (45) Days after receipt of the Company's invoice.

3. Company Paid Flight Pay Loss

The Company shall pay fifty percent (50%) of all FPL for Union Committee Members who participate in joint Company/ Union meetings, as provided in subsection 24.A.2.e. ~~or 24.A.2.f.~~

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BYLAWS



ALLEGIANT PILOTS ASSOCIATION INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 2118

September 2, 2021

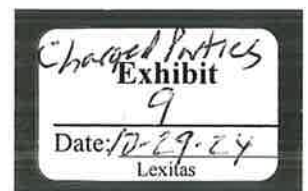


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Section 1

NAME

This Local Union shall be known as the Allegiant Pilots Association, International Brotherhood of Teamsters (IBT) Local 2118 (Local Union) and is chartered by the International Brotherhood of Teamsters.

Section 2

JURISDICTION

The jurisdiction of this Local Union shall be all pilots in the service of Allegiant Air; amendments to the jurisdiction of this Local Union shall be determined by the International Union from time to time.

Section 3

PRINCIPAL OFFICE

(A) The principal office of this organization shall be located in the City of Las Vegas, Clark County, State of Nevada, or at such other place as the Local Union Executive Board may designate. The organization may have such other sub-offices either within or without the State of Nevada as the Local Union Executive Board may require from time to time.

(B) All books, records, and financial documents shall be kept at the principal office of the Local Union.

Section 4

OBJECTIVES

(A) The objectives of this Local Union shall be:

(1) To unite into one labor organization for all Airline Pilots in the employment of Allegiant Air and who are eligible for membership, regardless of religion, race, creed, color, national origin, age, physical or mental disability, sex, sexual orientation, gender identity, or any other legally protected group or class;

(2) To engage in organizing the Pilots of Allegiant Air to provide the benefit of unionism to all such Pilots and to protect and preserve the benefits obtained for members of this organization;

- (3) To secure improved wages, hours, working conditions, and other economic advantages through organization, negotiations, and collective bargaining, through legal and economic means, and other lawful methods;
- (4) To improve and safeguard the safety of air transportation and to promote the interests of the profession of the membership;
- (5) To provide educational advancement and training for employees, members, and officers;
- (6) To safeguard, advance, and promote the principle of free collective bargaining, the rights of workers, farmers, and consumers, and the security and welfare of all the people by political, educational, and other community activity;
- (7) To engage in cultural, civic, legislative, political, fraternal, educational, charitable, welfare, social, and other activities which further the interests of this organization and its membership, directly or indirectly;
- (8) To provide financial and moral assistance to other labor organizations or other bodies having purposes and objectives in whole or in part similar or related to those of this organization;
- (9) To protect and preserve the Union as an institution and to perform its legal and contractual obligations;
- (10) To carry out the objectives of the International Union as an affiliate thereof and its duties as such an affiliate;
- (11) To receive, manage, invest, expend, or otherwise use the funds and property of this organization to carry out the duties and to achieve the objectives set forth in these Bylaws and the International Constitution and for such additional purposes and objects not inconsistent therewith as will further the interests of this organization and its members, directly or indirectly.

(B) It is recognized that the problems with which this labor organization is accustomed to deal with are not limited to unionism or to organization and collective bargaining alone but encompass a broad spectrum of economic and social objectives as set forth above and as the Union may determine from time to time. We therefore determine and assert that the participation of this labor

organization, individually and with other organizations, in the pursuit and attainment of the objectives set forth herein, is for the benefit of the organization and its members.

Section 5

ELIGIBILITY FOR MEMBERSHIP

Eligibility for membership in this Local Union shall be as set forth in the International Constitution, and applicants for membership shall comply with and be subject to the requirements imposed by these Bylaws and the International Constitution.

Section 6

OFFICERS

(A) The officers of this Local Union shall be the President, Vice President, Secretary-Treasurer, Recording Secretary, and Three (3) Trustees.

(B) The term of office of all officers shall commence on the first day of January in the year following the election.

Section 7

PRESIDENT'S (PRINCIPAL EXECUTIVE OFFICER) DUTIES

(A) It shall be the duty of the President to preside at membership meetings of this Local Union and to preserve order therein. The President of the Local shall appoint all committees and shall also have the right to serve on all of those committees by virtue of his office, and in general, shall perform all duties incident to the office of President, and such other duties as may be assigned by the Local Union Executive Board or membership from time to time.

(B) The President shall decide all questions of order during membership meetings, subject to an appeal to the membership, if a valid objection has been taken by an interested member, which appeal shall be determined by a majority vote of the members present and voting. The President shall not vote on motions pending before the membership meeting except to cast the deciding vote when a tie occurs on any question. The President shall announce the result of all votes and enforce all fines and penalties and shall have the power to call special meetings as provided in Section 19(C). The President shall have the right to vote on all matters at meetings of the Executive Board.

(C) The President shall be the Principal Executive Officer of this organization. He shall, in general, supervise, conduct, and control all of the business and affairs of the Local Union, its officers, and employees. He shall determine the number of employees of the Local Union, subject to the approval of the Executive Board. He shall also select the attorneys, accountants, or other special or expert services to be retained by the Local, subject to the approval of the Executive Board. In the event the Executive Board refuses to approve the President's choice of expert services, the President may present his choice to a duly noticed meeting of the membership for approval. He shall have charge and supervision of all the officers, committee members, and employees of the Local Union, including, but not limited to Stewards and Business Agents. He shall have the power to appoint, suspend, or discharge all appointive and clerical employees. He shall have the power to appoint, suspend, or discharge all appointive Union Representatives. The President shall also have charge of all labor controversies involving the Local Union.

(D) The President, subject to the provisions of Article XXIII, Section 3 of the International Constitution, together with the Secretary-Treasurer, shall sign all official documents, deeds, mortgages, bonds, contracts, or other instruments, all checks on bank accounts, and perform such other duties as the International Constitution, these Bylaws, or law may require of him.

(1) The President, Secretary-Treasurer, or the Vice President are the only officers authorized to sign checks from Local Union bank accounts.

(2) All checks will require two (2) individual signatures from the aforementioned Officers, one (1) of which must be either the President or Secretary-Treasurer.

(E) The President, in conjunction with the Secretary-Treasurer, shall have the authority to disburse or order the disbursement of all monies necessary to pay the bills, obligations, and indebtedness of the Local Union, which have been properly incurred as provided herein. He shall have the authority to pay current operating expenses of the Local Union, including rents, utilities, and maintenance of the Union Hall, and salaries and expenses of officers and employees.

(F) The President shall have authority to interpret these Bylaws and to decide all questions of law there under, between meetings of the Local Union Executive Board. Disputes within the Executive Board over the interpretation of these Bylaws that cannot be resolved shall be referred to the General President for

action, consistent with Article VI, Sections 2 and 4 of the International Constitution.

(G) The President shall preside at meetings of the Local Union Executive Board, shall enforce the International Constitution, these Bylaws and rules of order adopted by this Union, and shall ensure that all officers perform their respective duties.

(H) The President shall be responsible for establishing systems and procedures for the enforcement and administration of collective bargaining agreements by the Local Union, and for coordinating enforcement efforts, communicating and consulting with the Airline Division, as appropriate, in major and statutory disputes with air carrier employers. The President shall be responsible for the expeditious handling of air carrier membership complaints and shall coordinate the processing of grievances and other minor disputes within the Stewards Council and the Local Union.

(I) In concert with the Vice President and/or the Secretary-Treasurer, the President shall be responsible for the expeditious handling of air carrier membership complaints and shall coordinate the processing of grievances and other minor disputes within his own Stewards Council and the Local Union. Decisions regarding the disposition of grievances shall be accessible to the Executive Board and the Stewards Council, which shall have the right to suggest guidance for the processing of future grievances but shall not have the authority to rescind past decisions.

In concert with the Vice President and/or the Secretary-Treasurer, the President shall be responsible for executing all policies related to pilot representation at meetings that may be disciplinary in nature, bargaining, System Board of Adjustment participation, flight pay loss, displacements, travel, and other approved expenses incurred for the representational needs of the pilot group on its air carrier shall be paid by the Local Union, in accordance with policies established by the Executive Board. To the extent possible, anticipated expenses shall be pre-approved by the President and Vice President or the Secretary-Treasurer before being incurred. In no event shall any expense be paid by more than one (1) Union entity, and it is the responsibility of each member to disclose to the Secretary-Treasurer whether an expense has been reimbursed by the Joint Council, International Union, or Airline Division.

The approval by a majority vote of the Executive Board is mandatory before a strike vote of the members of an air carrier may be taken. A membership strike vote shall be by secret ballot. If taken by mail, strike ballots executed by members in good standing of the air carrier shall be returned in accordance with Local Union or Airline Division voting procedures, as applicable, on or before a deadline date established for the return of ballots. Returned strike ballots shall be validated and tallied under the supervision of an Election Committee comprised of persons appointed by the President, who are not immediately interested in the dispute. The Election Committee shall certify the result of the ballots and notify the Secretary-Treasurer of the Local Union. Tentative agreements shall be submitted to the membership for ratification or rejection as required by these Bylaws and the International Constitution.

(J) Upon completion of an election of officers that results in a new President, the President or designee shall meet with the President-elect during the period between the date of the election and the end of the term of office to review pending grievances, open contract negotiations, and the Local's financial records.

(K) The President shall oversee and coordinate the work of the Local Union's committees and serve as the ex officio Chairmen of those committees. The President may also appoint Chairmen to individual committees but will ultimately retain authority over all committees and their respective tasks.

Section 8

DUTIES OF THE VICE PRESIDENT

(A) It shall be the duty of the Vice President to preside at Local Union membership meetings in the absence of the President. He shall perform such other duties and render such assistance as may be directed by the President.

Section 9

DUTIES OF THE SECRETARY-TREASURER

(A) The Secretary-Treasurer shall perform all the duties imposed upon Local Union Secretary-Treasurers by the International Constitution and these Bylaws, and, in general, perform all duties incident to the office and such other duties as from time to time may be assigned to him by the President, the Local Union Executive Board, or the members by resolution. He shall see that all notices and reports shall be given in accordance with the provisions of the International Constitution and these Bylaws or as required by law. He shall make at least quarterly a report including the assets and liabilities of the Local Union, and shall

keep itemized records, showing the source of all monies received and spent, and shall keep records, vouchers, worksheets, books and accounts, and all resolutions to verify such report.

(B) The Secretary-Treasurer, upon request of any member, shall make available to the member a copy of the last quarterly report. He shall also make available for inspection by any member or members, at the Local Union's principal office during regular business hours, any prior quarterly report and any other document which is subject by statute to such inspection. Copying of any financial record to which a member is entitled by law shall be permitted provided that the member pays the actual cost of duplication. Membership lists may not be copied.

(C) The Secretary-Treasurer shall have custody of the Local Union seal and the records of the proceedings of all meetings of the Local Union and the Local Union Executive Board, as prepared by the Recording Secretary, or such person as is authorized to take such proceedings; and shall keep important documents, papers, correspondence, as well as files on contracts and agreements with employers. Upon the request of any person, in writing or made in person, he shall provide one (1) copy of the collective bargaining agreement made by the Local Union with the employer of such person, if the person making such request establishes that he is an employee directly affected by such an agreement. He shall also maintain at the principal office of the Local Union copies of agreements which affect members of this Union, which agreements shall be available for inspection by any member during the regular hours maintained at the principal office of the Local Union.

(D) The Secretary-Treasurer shall keep a correct account of all monies paid to and paid out by the Local Union and shall provide receipts for any dues, initiation fees, or other fees, assessments or fines, or other monies received. The Secretary-Treasurer will not make any payments from the Local Union's funds until receiving bills or receipts evidencing the goods or services paid for. The Local Union Secretary-Treasurer shall enter all receipts in the name of the Local Union and shall deposit all monies in accordance with Article X, Section 9 of the International Constitution.

(E) The Secretary-Treasurer must report the names and addresses of all new members coming into the Local Union to the General Secretary-Treasurer and shall send to the General Secretary-Treasurer a revised list of the names and addresses of all members in good standing in the Local Union on a current basis. Membership lists shall not be open to inspection by any member except as, and to the extent, required by law.

(F) Whenever a Secretary-Treasurer's term of office expires or is otherwise terminated, he must see that his successor is properly bonded and a copy of the bond sent to the office of the General Secretary-Treasurer before he transfers to his successor in office the funds, papers, documents, records, vouchers, worksheets, books, money, and other property of the organization. All such records, vouchers, worksheets, receipts, books, reports, and documents shall be preserved and retained at the Local Union's principal office for a period of six (6) years.

(G) The Secretary-Treasurer shall provide each new member with a free copy of the International Constitution, upon request. The Secretary-Treasurer shall provide any member with a copy of the International Constitution and of these Bylaws.

(H) The Secretary-Treasurer shall make available to the Trustees all documents necessary for them to verify and complete the monthly Trustees' Report, including, but not limited to, items identified in Subparagraph (D) of this Section.

(I) The Secretary-Treasurer shall make available for inspection by the International Auditor any documents necessary for the Auditor to complete the audit schedules or to complete assignments from the General Secretary-Treasurer.

(J) The Secretary-Treasurer shall perform all duties pertaining to Nominations and the Election process as defined in Section 17(F).

Section 10

DUTIES OF RECORDING SECRETARY

(A) It shall be the function of the Recording Secretary to attend general membership meetings of the Local Union and the Local Union Executive Board and to keep minutes of the proceedings.

(B) Minutes shall:

- (1) Accurately record the motions made at meetings;
- (2) Include the names of the members making and seconding a motion;
- (3) Include whether the motion was adopted or rejected;
- (4) Include the results of any division of the house or secret ballot votes;
- (5) Be read and approved at the next regular meeting of the division or craft;

(6) Specifically include all financial transactions approved at the meeting;

(7) Be official records of the Local Union; and

(8) Be maintained at the Local Union's principal office.

(C) The Recording Secretary shall keep a record of the names of the members comprising each committee and handle all correspondence of the Local Union assigned by the President or authorized by membership resolution.

(D) In his absence, the President shall appoint a member to act as Recording Secretary *pro tempore* who shall have the duties set forth above. The President shall appoint a member or members to keep minutes of every meeting of the members involved.

Section 11

DUTIES OF TRUSTEES

(A) It shall be the duty of the Trustees to conduct a monthly examination of the books of the Local Union and the results thereof shall be reported at the next regular membership meeting. They shall sign the books if they have found them correct and the bank balances verified. In the event that a Trustee declines to sign the books, the Trustee must state in writing to the Local Union Secretary-Treasurer his reasons for declining to do so and shall also advise the General Secretary-Treasurer of those reasons. A Trustee's disagreement with an expenditure properly authorized by the Executive Board or membership shall not be a valid basis for refusing to sign the books. Trustees shall not sign blank reports. The Trustees' reports shall be sent to the General Secretary-Treasurer as required by the International Constitution.

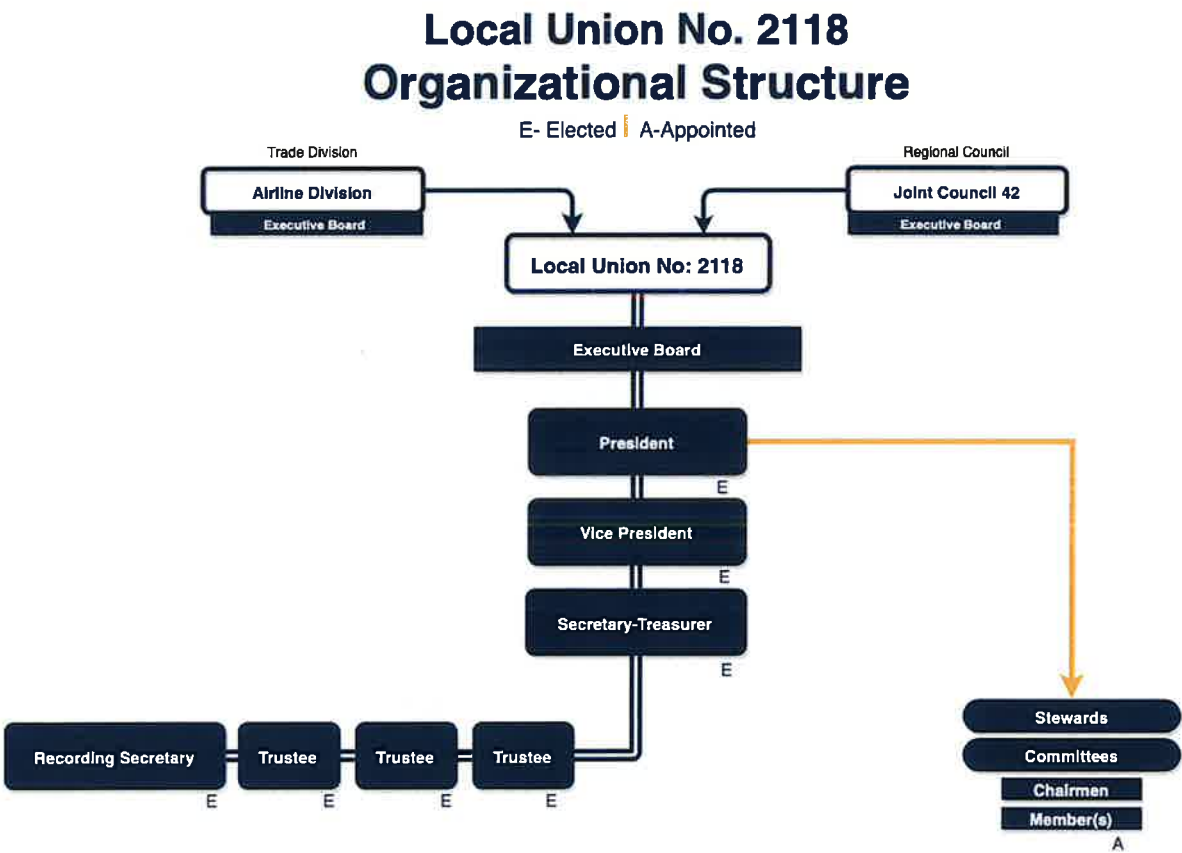
(B) Trustees shall receive and review the original surety bond covering each officer, employee, and representative of the Local Union required to be bonded and retain it at the Local Union's principal office. They shall have the duty to see that such bonds are current and enforceable. In the event of the unavailability of a Trustee, the remaining Trustee or Trustees shall perform the above functions. In performing their functions, the Trustees may avail themselves of the services of the Certified Public Accountants retained by the Local Union Executive Board.

(C) Trustees shall serve on the Local Union Executive Board and be entrusted to represent the members and objectives of the union in accordance with Section 14.

(D) Trustees shall perform all duties incident to the office and such other duties as from time to time may be assigned to him by the President, the Local Union Executive Board, or the members by resolution.

Section 12
ORGANIZATIONAL STRUCTURE

(A) Local Union No. 2118 representing the pilots of Allegiant Air LLC, will be comprised of an Executive Board, a Stewards committee, and various other standing committees as depicted in the flow chart below:



Section 13

STEWARDS, BUSINESS AGENTS, & ASSISTANT BUSINESS AGENTS

(A) Business Agents and Assistant Business Agents:

- (1) Business Agents and Assistant Business Agents shall be appointed by the President with the Executive Board approval and may be removed at will only by the appointing authority.
- (2) Elected officers may be appointed as Business Agents or Assistant Business Agents.
- (3) Business Agents cannot be appointed for a period beyond the term of office of the President.
- (4) Business Agents shall be subject to the supervision and direction of the President.

(B) Stewards:

- (1) Local Union Stewards shall be appointed by the President, in consultation with the Vice President and Secretary-Treasurer, upon approval by the Executive Board. The President, Vice President and Secretary-Treasurer shall determine the number of Stewards for the Local. A Steward may be removed from office by special vote of the Local Union Executive Board or as a result of penalties imposed in accordance with Article XIX of the International Constitution. In no event shall there be less than three (3) Stewards, subject to the provisions of the applicable collective bargaining agreement. The duties of the Steward(s) shall be established by these Bylaws as adopted by the majority vote of the membership or as assigned by the President or by the Executive Board.
- (2) In the event a Steward is removed from his position, the President, Vice President and Secretary-Treasurer, shall appoint a replacement Steward.
- (3) Authority: The authority of Stewards shall be limited to, and shall not exceed, the following duties and activities:
 - (a) The investigation and presentation of grievances with his/her employer or the designated employer representative in accordance with the provisions of the collective bargaining agreement;

(b) The collection of dues when authorized by appropriate Local Union action;

(c) Assisting the Executive Board as directed;

(d) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers. Instructions to Stewards regarding work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business shall be reduced to writing;

(e) Stewards have no authority to take strike action, or any other action not set forth in these Bylaws, or any other action interrupting the business of his/her employer, except as specifically authorized in writing by official action of the Local Union.

(4) President Administration of the Steward's Committee:

(a) The President will assume the leadership of its Steward's Committee, which shall consist of the Vice President and Secretary-Treasurer and all additional Stewards for that carrier.

(b) The President may delegate the Vice President or Secretary-Treasurer for administrative duties regarding the handling of complaints by members and grievance processing.

(C) Warden and Conductor:

(1) A Warden and a Conductor may be appointed by the Chair and may be removed by him. If appointed, the Warden shall have charge of the inner door and shall admit only those entitled to be in attendance. He shall not allow any member "under the influence" to enter the meeting place. He shall assist the Chair in maintaining order.

(2) It shall be the duty of the Conductor to assist the Warden and to bring the proposed new members to be obligated as members. He shall also escort all guests to the Chair. He shall perform the duties of the Warden in the absence of the Warden.

Section 14

POWERS AND DUTIES OF LOCAL UNION EXECUTIVE BOARD

(A) Except as may be otherwise provided in these Bylaws, the Local Union Executive Board is authorized and empowered to conduct and manage the affairs of this organization, and to manage, invest, expend, contribute, use, borrow, lend, and acquire Local Union funds and property in the pursuit and accomplishment of the objectives set forth in the Constitution of the International Union and these Bylaws and resolutions adopted in furtherance thereof. However, the Local Union Executive Board shall not have the authority to bind the Local Union for personal services to be rendered to the Local Union or its Executive Board, such as, but not limited to, legal, accounting, consulting, public relations and editorial services, by contract, agreement or otherwise, beyond the expiration of the term of the Executive Board in office at the time such action is taken. This shall not prevent the Local Union Executive Board from entering into a bona fide collective bargaining agreement with another Union covering Local Union employees; provided, however, that if the Local Union employees form a union following the Local Union officer election, or a new collective bargaining agreement covering such employees is negotiated after the Local Union officer election, the newly organized unit shall not be voluntarily recognized, or the new collective bargaining agreement shall not be entered into on behalf of the Local Union, until such action is approved by the officers-elect. The Local Union Executive Board, in addition to such other general powers conferred by these Bylaws, is hereby empowered to:

(1) Make and change rules and regulations not consistent with these Bylaws or the International Constitution for the management and conduct of the affairs of this Local Union;

(2) Establish the salaries for the officers, Business Agents, and employees of the Local Union and establish the allowances, direct and indirect disbursements, expenses, and reimbursement of expenses for those individuals. Changes in the salaries, allowances, or expenses of the officers, employees and Business Agents shall be specifically set forth in the minutes of the Executive Board meeting at which such changes are approved. The minutes shall also reflect whether any officer who also serves as a Business Agent receives a salary, allowance, or expense in his officer capacity or in his Business Agent capacity. Policies establishing benefits, including, but not limited to, sick leave, vacation, travel, and car allowances for officers and employees shall be written and compiled in a Policies and Procedures Manual maintained and updated by the Executive Board. The Local Union

Executive Board may establish a dues checkoff procedure for Local Union officers and employees belonging to this Local Union;

(3) Loan and borrow monies directly and indirectly for such purposes and with such security, if any, as it deems appropriate, and with such arrangements for repayment as it deems appropriate, all to the extent provided by law;

(4) Approve the President's determination as to the number of clerical employees, representatives, Business Agents, Assistant Business Agents, attorneys, accountants, and such other special or expert services as may be required for the organization, and secure an audit of the books of this organization by a certified public accountant at least once a year;

(5) On behalf of the Local Union, its officers, employees or members, initiate, defend, compromise, settle, arbitrate or release or pay the expenses and costs of any legal proceedings or actions of any nature, subject to the provisions of Article IX, Section 9(c) of the International Constitution, if, in its judgment, it shall be necessary or desirable to protect, preserve, or advance the interests of the organization;

(6) Fill all vacancies in office which occur during the term of such office for the entire remainder of the unexpired term, in the manner provided in Article XXII, Section 9 of the International Constitution, shall be conducted in accordance with these Bylaws;

(7) Transact all business and manage and direct the affairs of the Local Union between membership meetings under the President, except as may otherwise be herein provided; delegate, when necessary, any of the above powers to any officer for specific and temporary purposes and on condition that the action of such officer or agent be ratified by the Local Union Executive Board. In the event the Executive Board subsequently fails to ratify an action taken by an officer that is within the scope of the prior delegated authority, the officer cannot be subject to discipline for said action. The Local Union Executive Board shall designate other officers for the President, Secretary-Treasurer or Vice President for the purpose of signing checks to pay bills or to exercise any other functions of their offices in the event that two (2) of them shall refuse to act or shall become ill or otherwise incapacitated, Section 7(D) notwithstanding;

(8) Lease, purchase, or otherwise acquire in any lawful manner for and on behalf of the organization any and all real estate or other property, rights and privileges, whatsoever deemed necessary for the prosecution of its affairs, and which the organization is authorized to acquire, at such price or consideration and generally on such terms and conditions as it thinks fit, and at its discretion pay therefore either wholly or partly in money or otherwise.

(9) Sell or dispose of any real or personal estate, property, rights or privileges belonging to the organization whenever in its opinion the Local Union's interests would thereby be promoted, subject to approval at a membership meeting;

(10) Create, issue and make deeds, mortgages, trust agreements, contracts, and negotiable instruments secured by mortgage or otherwise as provided by resolution of the membership, and do every other act or thing necessary to effectuate the same;

(11) Create trusts, the primary purpose of which is to provide benefits for the members or their beneficiaries, and terminate and effectuate the same, all subject to approval by the membership;

(12) Appoint trustees of Health and Welfare or Pension Trust Funds negotiated directly by the Local Union, and to which the Local is the only union party;

(13) Determine the membership which shall vote on agreements and strikes, and the composition of other membership meetings, and adopt rules and regulations concerning the conduct thereof consistent with the International Constitution or these Bylaws;

(14) Determine the manner in which referendums shall be held, subject to review and modification by the General President, as permitted by Article VI, Section 1(h) of the International Constitution;

(15) Affiliate this Local Union with Joint Council No. 42 and such other subordinate bodies of the International Brotherhood of Teamsters as it shall be required to do and maintain such affiliations in good standing at all times;

(16) Enter into jurisdictional settlements and comply with jurisdictional awards on behalf of the Local Union, in accordance with the policies and directives of the International Union;

(17) Review interpretations of these Bylaws rendered between meetings by the President. Disputes over the interpretations of these Bylaws shall be submitted to the General President, pursuant to Article VI, Section 2(a) of the International Constitution;

(18) Do all acts not expressly authorized herein which are necessary or proper in implementation of the above duties for the protection of the property of the Local and for the benefit of the organization and members;

(19) The Local Executive Board shall be empowered, when it deems it necessary for the maintenance, protection, and preservation of the labor movement, to make loans or advances to other labor organizations. No other loan of any nature whatsoever shall be made from funds of the Local Union except upon approval of the Local Executive Board;

(20) Conduct collective bargaining surveys of the membership when necessity is balanced with fiduciary responsibility. Approved methods of polling include electronic, telephonic, or hard copy. The Executive Board may choose to employ the services of an independent third party to conduct any referendum or polling of the membership.

(21) The Local Union Executive Board may hold a secret ballot vote among its active Allegiant membership for the purpose of authorizing an assessment to be levied on the active air carrier pilots for the purpose of funding specific expenditures for the benefit of the air carrier's membership. Once approved, the Secretary-Treasurer shall place the assessed funds in a designated account from which they will be disbursed to accomplish the purpose(s) for which the assessment was made. The purpose(s) of the assessment shall only be modified upon a vote of the Allegiant membership.

(B) The Local Union Executive Board shall have the duty to investigate any alleged breach of fiduciary duty when circumstances so warrant and to take appropriate action if the investigation so merits.

(C) The Local Union Executive Board shall hold meetings at such time and place as shall be determined by the President, upon notice to all Board members. The meetings of the Local Union Executive Board shall be no less frequent than meetings of the Local Union. The meeting may be held by teleconference or video conference if, at the President's discretion, such is required to enable attendance by the officers. The President shall call a special meeting to deal with specified issue(s) that require immediate attention upon the request of a majority of the

members of the Executive Board. Any such meeting may be conducted in the manner set forth in Subparagraph (F) of this Section.

(D) A majority of the Local Union Executive Board shall constitute a quorum for the transaction of business at any meeting of the Board. The action of a majority of the Local Union Executive Board present at a meeting at which a quorum is present shall be the action of the Board.

(E) By action of the Local Union Executive Board, which action shall be recorded in the Executive Board meeting minutes, members of the Board who are not full-time paid officers or employees of the organization may be paid their expenses, including wages lost, if any, for attendance at each meeting of the Board. However, officers who are full-time employees of the Local Union shall not receive additional payments for attendance at Executive Board or membership meetings.

(F) As to all matters requiring action by the Local Union Executive Board, and when the Executive Board is not in formal session, the Executive Board may act by telegram, facsimile letter, electronic mail, video conference, or telephone. When action by the Local Union Executive Board is required, the President may obtain the same by telegraphing, writing, electronic mailing, video conferencing, or telephoning the members of the Executive Board and such members may take action on the matter brought to their attention in the same manner; provided, however, that whenever action is sought by any of the foregoing methods, all members of the Executive Board shall be polled. Such action so taken by the majority of the members of the Local Union Executive Board shall constitute action of the Board as though the Board were in formal session; provided, however, that any such action must be recorded in the minutes of the Executive Board and ratified by a majority of the members of the Executive Board at its next meeting.

(G) If the Executive Board is deadlocked for two (2) consecutive meetings on any matter within its exclusive authority under this Section of the Bylaws, the matter shall be referred to the membership for resolution.

Section 15

OFFICERS - GENERAL

(A) All officers of this Local Union when installed shall be required to take the following oath of office:

“I, _____ (name _____), do sincerely promise, upon my honor as a trade unionist and a Teamster, that I will faithfully use all of my energies and abilities to perform the duties of my office, for the ensuing term, as prescribed by the Constitution and Bylaws of this Union. As an officer of this great Union, I will, at all times, act solely in the interests of our members, devote the resources of our Union to furthering their needs and goals, work to maintain a Union that is free of corruption, to preserve and strengthen democratic principles in our Union, and to protect the members' interests in all dealings with employers. I will never forget that it is the members who put me here, and it is the members whom I will serve. I further promise that I will faithfully comply with and enforce the Constitution and laws of the International Union and Bylaws of this Union, that I will, at all times, by example, promote harmony and preserve the dignity of this Union. I also promise that at the close of my official term, I will promptly deliver any money or property of this Union in my possession to my successor in office.”

(B) All officers and representatives are required to carry out their respective duties. In the event an officer declines to perform his duties as prescribed by the International Constitution, these Bylaws or by law, he shall be subject to charges filed in accordance with Article XIX of the International Constitution and Section 22 of these Bylaws. In appropriate situations in which misconduct or failure to perform duties assigned by these Bylaws jeopardizes the interests of the Local Union, an officer may be subject to summary removal from office, in accordance with Article XIX, Section 1(f) of the International Constitution.

(C) The right to assume office or hold office or position in the Local Union, as distinguished from accrued or vested benefits, shall never be deemed a property right, but shall be a personal privilege and honor only. Any action taken by an officer in good faith and within the scope of his authority and power under these Bylaws shall not be the basis for any personal liability against such officer.

(D) All officers of the Local Union must, as a condition of holding office, execute all necessary forms required by law to be filed with any federal or state agency either for and on behalf of the Local Union or as an officer or employee thereof, but accidental default shall not be considered a violation of the duty imposed by this Section.

(E) To be eligible for election to office, all officers must meet the eligibility requirements set forth in the IBT Constitution at Article II, Section 4.

(F) The officers, Business Agents, other representatives of this Local Union, and stewards occupy positions of trust in relation to the Local Union and its members as a group and are, therefore, accountable to the membership with respect to the performance of their duties in handling funds and property of the Local Union. The failure or refusal by an officer, Business Agent, other representative of this Local Union or steward, upon demand of the Local Union Executive Board or of any individual member for good cause, to render a proper and adequate accounting or explanation respecting the performance of his duties or in handling funds and property of the Local Union shall constitute a ground for charges under Article XIX of the International Constitution on which trial shall be had under the provisions set forth in Section 21 hereof.

(G) The elected officers and Business Agents of this Local Union shall be delegates to other subordinate bodies and Conventions thereof, by virtue of their office or elected position in accordance with applicable provisions of the International Constitution and the Bylaws of such other subordinate bodies.

(H) In the event that any officer currently serving on the Local Union Executive Board is terminated by their employer in a retaliatory nature, or otherwise, they may continue to serve the remainder of their term. The Local Union Board may choose to hire the terminated officer as a Business agent, and they may continue to receive commensurate compensation from the Local, at the same quantity and rate as if their employment had not ended. Compensation will cease when any of the following occurs:

- (1) The officer resigns;
- (2) The officer's term ends;
- (3) The officer becomes gainfully employed with another air carrier or other occupation;
- (4) The officer receives, through the litigation and/or arbitration process, an award from their previous employer for wrongful termination; or
- (5) The officer has through the litigation and/or arbitration process has his position with the employer restored to active status.

(I) In addition, to ensure the continuity and strength of Local 2118 and prevent any employer from undermining the leadership of the Local Union Executive Board, if termination of the current Local Union President occurs within 18 months of the termination of their term in office, they may be eligible to run for, be nominated for, and serve for one (1) additional term. This section supersedes any restrictions stated in Section 17(C).

(J) If the pilot does not regain their original position, voluntarily, or otherwise, upon the conclusion of termination as defined in Subparagraph (H) and (I), the member is no longer eligible to run for office in any position representing the members of the former air carrier.

Section 16

EXPENSES

(A) Allowances:

(1) Recognizing that the officers and representatives of this organization do not work regularly scheduled hours and also recognizing that such individuals are required to pay varying amounts for lodgings and meals depending upon the city to which they travel, which amounts are sometimes less, but more often more than the allowances given them; and recognizing that they must participate in cultural, civic, legislative, political, fraternal, educational, charitable, social, and other activities in addition to their specific duties as provided in the Constitution and these Bylaws, that such activities benefit the organization and its members, and that the time spent in such activities is unpredictable and unascertainable, such officers and representatives may be granted an allowance (both for in-town and out-of-town work, respectively, which in the case of out-of-town work shall include hotel and meal expenditures) in such amount (daily, weekly or monthly) as the Local Union Executive Board may determine but, in no event, in excess of that provided by the International Union to International officers, except with specific advance approval of the membership. Where such an allowance has been granted, there shall be no need to make a daily or other accounting to the Local Union membership. Any such allowance must be of a reasonable amount, based upon the financial condition of the Local Union and the expenses the allowance is expected to cover. All policies adopted by

the Executive Board shall be written and included in the Policies and Procedures Manual referenced in Section 14(A)(2) of these Bylaws.

(2) Where allowances are provided, officers and employees may not be reimbursed for additional expenses for items intended to be covered by the allowance without specific additional authorization by the Executive Board and approval by the membership. In no event shall an officer or employee receive more than one payment for the same expense.

(B) Expenses:

When a representative of the organization is engaged in activities in the interest of or for the benefit of the organization and its members within the scope of his authority, the labor organization shall pay the expenses incurred therein, or reimburse the representative upon receipt of itemized vouchers from him or the supplier of such services, provided that the representative does not receive an allowance for these expenses or reimbursement from any other source.

(C) Automobile Allowance:

The Local Union may provide its officers or representatives an allowance for use of personal or rental automobiles in such amount or at such rate as shall be approved by the Local Union Executive Board while conducting Union business. Authorizing motions providing automobile allowances must specify the expenses covered by the allowance (for example, whether the allowance covers fuel, maintenance, insurance, mileage, etc.).

(D) Benefits:

(1) The Local Union Executive Board may from time to time provide the terms and conditions of employment for officers, employees, and representatives of this organization including, but not limited to, such fringe benefits as vacations with pay, holidays, sick leave, time off for personal leave, and, in connection therewith, any disability or sickness, or health and welfare and retirement benefits and activities, and may from time to time provide changes therein, as well as additional compensations and allowances. Any such benefit adopted by the Executive Board shall be specifically set forth in the minutes of the Executive Board meetings. Policies may be modified in the manner specified in these Bylaws but must be reaffirmed no less frequently than the start of a new term of office.

(2) The President shall be responsible for ensuring compliance with the policies and for maintaining records necessary to verify that all officers and employee have been compensated in accordance with the policies.

(3) The Local Union Executive Board or the President is authorized to make to any Local Union officer or employee advances on his salary and/or vacation pay, within the restrictions of applicable law.

(E) Flight Pay Loss:

(1) Recognizing that a significant number of elected officers, Stewards, and volunteer committee members within this Local Union are covered under the Collective Bargaining Agreement (CBA) that provides for Flight Pay Loss (FPL) reimbursement for certain Union Business, officers, Stewards, and members who receive FPL reimbursement from Local 2118, either directly or via Allegiant, shall be subject to the limitations set forth by the Executive Board.

(2) If any of the terms of this Section conflict with explicit terms of the Allegiant CBA under which the member works, the terms of that CBA shall prevail. Nothing herein shall be construed to prohibit reimbursement for standard per diem and/or expenses incurred for Union Business, per Subparagraphs (A) and (B). Neither shall anything herein be construed to prohibit FPL reimbursement from the company that is not subject to further reimbursement from Local 2118.

(3) The President will be responsible for approving or denying Flight Pay Loss for Union Business, officers, Stewards, and members who receive FPL reimbursement from Local 2118, either directly or via Allegiant Air.

Section 17

NOMINATIONS AND ELECTIONS OF OFFICERS: RULES

(A) Time of Nominations and Elections:

(1) Meetings as hereinafter established for nominations of officers shall be held in September subject to the provisions of the International Constitution. Elections shall be held not less than thirty (30) days after nominations have been closed. The Local Union Executive Board shall set the time and place of nominations and elections and such time and place and other relevant

arrangements shall be convenient to the greatest possible attendance by all the members.

(2) The term of office of Local Union officers, and elected Business Agents shall not be for a lesser period than three (3) years, except where necessary to provide for a schedule of nominations and elections in accordance with Article XXII, Section 4(a) of the International Constitution.

(B) Notice of Rules, Nominations, Meeting and Election:

(1) At least twenty (20) days prior to the date of the nomination meeting, specific notice of the date, time and place of the nominations meeting and the offices to be filled shall be mailed or shall be published in any Local Union publication mailed to the membership (except that notice of nominations and election may be combined) and also sent electronically;

(2) Each member shall be advised in such notice that the election rules are set forth in the Bylaws and International Constitution which are available upon request.

(C) Eligibility of Members:

(1) Every member whose dues are paid up through the month prior to the month in which the nominations or election is held shall have the right to nominate, vote for, or otherwise support the candidate of his choice. No member whose dues have been withheld by his employer for payment to the Local Union pursuant to his voluntary authorization provided for in a collective bargaining agreement shall be declared ineligible to nominate, or vote for, a candidate for office in the Local Union, by reason of a delay or default in the payment of dues by the employer to the Local Union;

(2) Except as stated in Section 15(J), to be eligible for election to any office in this Local Union, a member must be in continuous good standing in this Local Union and actively employed at the craft within the jurisdiction of this Local Union, for a period of twenty-four (24) consecutive months prior to the month of nomination for said office, and must be eligible to hold the office if elected. "Continuous good standing" means compliance with the provisions of Article X, Section 5 of the International Constitution concerning the payment of dues for a period of twenty-four (24) consecutive months, together with no interruptions in active membership in this Local Union because of suspensions, expulsions, withdrawals, transfers, or failure

to pay fines or assessments. Provided, however, that if a member on withdrawal deposits his card in the month immediately following the month for which it was effective and pays his dues for both months in a timely manner as provided in Article X, Section 5(c) of the International Constitution, such period of withdrawal shall not be considered a break in continuous good standing in the Local Union;

(3) Payment of dues after their due date shall not restore good standing status for such month or months in computing the continuous twenty-four (24) months good standing status required by this Section as a condition of eligibility for office. No member shall lose his good standing status for any month in which his dues have been withheld by his employer for payment to the Local Union pursuant to his voluntary authorization provided for in a collective bargaining agreement by reason of delay or default in the payment of such dues by the employer to the Local Union. However, a member on dues checkoff whose employer fails to make a proper deduction during any month in which the member has earnings from work performed during the month from which the dues could have been deducted, or has earnings from which the employer normally makes a dues deduction pursuant to the contract or established practice, shall not lose good standing status for that month. In such an event, the Local Union shall notify the member of his employer's failure and payment shall be made by the member within thirty (30) days of said notice in order to retain good standing status;

(4) Failure of a Local Union to issue a withdrawal card shall not be conclusive proof that a nominee was actively employed at the craft within the jurisdiction of the Local Union during the required twenty-four (24) month period prior to his nomination if a challenge is made based on evidence to the contrary, in which event a determination shall be made on the facts presented. Periods of unemployment during the twenty-four (24) month period preceding the nomination shall not be considered a break in active employment at the craft within the jurisdiction of the Local Union if the nominee was actively seeking and available for employment in the craft, and not working outside the craft during such periods of unemployment;

(5) Members in a reserve component of the military or National Guard who are called to active service lasting more than thirty (30) days but not more than twenty-four (24) consecutive months, may have their eligibility determined in accordance with Article II, Section 4(a)(4) of the International Constitution;

(D) Nomination Procedures:

(1) Nominations shall be held in accordance with provisions of Subparagraph (A) above and in accordance with any other procedural rules adopted by the Local Union Executive Board. Nominations shall be taken at the scheduled time and date even if there is no quorum present as required by these Bylaws;

(2) Nominations shall be made at the meeting by a member in good standing other than the nominee by motion seconded by a member in good standing other than the nominee. Nominations may also be submitted by mail petition specifying the name and signature of the nominator and seconder, the position sought, and the signature of the nominee. Candidates are advised to verify the good standing status of their nominator and seconder prior to the nomination meeting;

(3) Every member eligible to nominate candidates shall be entitled to nominate or second the nomination of one (1) candidate, but only one (1), for each office open. Prospective candidates may not nominate themselves nor second their own nomination;

(4) The period of time in which nominations shall be accepted during the month of September shall be determined by the Local Union Executive Board, but in no event shall said period be shorter than fifteen (15) calendar days. Nominations shall not be closed until a call for further nominations has been made three (3) times by the Chair without further nomination being made;

(5) If an election committee is used, after nominations, each candidate for the office of President, Vice President, Secretary-Treasurer, and Recording Secretary may designate one (1) member for service thereon who shall thereupon be appointed by the President;

(6) In the event only one (1) candidate is nominated for any office, no election shall be conducted for such office unless required by law, and such unopposed candidate shall be declared elected by acclamation at the nominations meeting, effective as of the conclusion of the term of the incumbent;

(7) A member otherwise eligible to run for office shall become a bona fide candidate only upon his nomination for office and acceptance of the

nomination. To be eligible to nominate and otherwise participate in the nomination meeting, a member must have his dues paid through the month prior to the month in which the nomination meeting is held. Candidates must accept nominations at the time made either in person or, if absent, in writing, and may accept nomination for only one (1) office. A member may also run for and be elected as a Business Agent or Assistant Business Agent, as provided in Article XXII, Section 8 of the International Constitution, and may hold both the office and the position if elected to both. After a candidate has accepted nomination, he may not, under any circumstances, revoke his acceptance after the ballots are printed, except whereas a result of the revocation the remaining candidate is unopposed;

(8) The option for individual nominees to run as a slate during elections shall be permitted;

(9) If any nominee should die before the election, his name shall nevertheless appear on the ballot. In the event such name shall receive the requisite number of votes to be elected, the position shall then be filled in the same manner as vacancies are filled when they occur during a term of office as provided in Section 14(A)(6) of these Bylaws;

(10) If there is only one (1) nominee for an office and he is finally ruled ineligible after the nomination meeting, then the office shall be filled by appointment by the newly elected Local Union Executive Board.

(E) Elections:

(1) After the nominations meeting, but not less than twenty (20) days prior to the election, specific notice of the date, time, and place of the election and of the offices to be filled shall be mailed to each member at his last known home address, if no notice has previously been sent. The election of officers shall be conducted by mail referendum balloting in accordance with the procedures promulgated by the International Union and the United States Department of Labor. Ballots shall be mailed to all active members and shall be returnable to a secure post office box no earlier than thirty (30) days after the nomination period has ended. The Executive Board may retain a neutral agency to supervise the distribution, collection, and tabulation of the ballots. Candidates shall have the right to have their observers present at all phases of the ballot processing procedure.

(2) Voting shall be conducted by secret ballot among the members in good standing. There shall be no proxy voting. Each such member shall be entitled to one (1) vote. The Local Union Executive Board shall have the authority to establish all rules and regulations for the conduct of the election to supplement the provisions of the International Constitution and the Local Union Bylaws.

(3) Each candidate, at his own expense, shall have the right to have an observer other than himself at each polling place and at the counting of the ballots who must be a member of the Local Union in good standing. Observers may challenge the eligibility of voters, and all challenged ballots shall be sealed in a blank envelope which in turn shall be sealed in an envelope with the name of the voter thereon. If votes are challenged, such challenge shall be made in writing at the time of the election with specific reasons given for such challenge. Challenges shall be investigated to determine their validity if the challenged ballots are sufficient in number to affect the result of the election. The blank envelope containing the ballot shall not be opened until all challenges have been ruled upon. Upon request of any candidate, voting machines, if used, shall be checked for proper operation. Candidates shall have the right to be present at the counting of the ballots.

(4) To be eligible to vote in the election, a member must have his dues paid up through the month prior to the month in which the election is held and must still be an active member on the day of the election. The candidate for each office who receives a plurality of the votes cast for the office shall be elected thereto, except in the case of Trustees, in which case the three (3) candidates receiving the highest number of votes shall be elected. In the event of a tie vote, the candidates shall resolve such tie by lot, except in the case of a tie for the office of President of the Local Union, in which case there shall be a reelection between only the candidates who have tied for the highest number of votes and only for that principal office. The officers-elect shall take office at the end of the term of the incumbent officers, regardless of the date of installation, which installation may take place at either the same meeting at which they are elected or, if not elected at a meeting, at the next meeting following their election. Except as provided above, no runoff election shall be held.

(5) No officer may run for another office in this Local Union, the term of which covers part of his current term, unless he resigns from his current

office, effective upon the certification of the results of the election. He shall announce his intention to resign not later than fifteen (15) days prior to the nomination meeting and will not be eligible for appointment to the vacancy created by his resignation. No officer may hold another office in any other Local Union (other than a trustee Local Union) during his term of office, except by authorization of the General President and the Local Union involved.

(6) There shall be no write-in candidates and any ballot containing a write-in candidate shall be void insofar as the vote for that office is concerned and such ballot for that office shall not be considered as having been cast in determining the vote for that office.

(7) During the period between the date of election and the end of the term of office no extraordinary expenditures of Local Union funds shall be made, and no action shall be taken that commits the Local Union to make such extraordinary expenditures in the future, without the approval of the officers-elect and the membership. Expenditure shall be considered extraordinary if it falls within the definition set forth in Article XXII, Section 4(e) of the International Constitution. In the event the election results in a new complement of officers, the outgoing officers must comply with the restrictions in Article XXII, Section 2(b) of the International Constitution regarding entering into contracts for personal services.

(8) The President, Vice President, Recording Secretary, Secretary-Treasurer, and three (3) Trustees shall be elected by a majority vote of the Allegiant Pilot's Association Local Union No. 2118 membership.

(F) Duties of Secretary-Treasurer in Connection with Nominations and Election: ^[1]

(1) The Secretary-Treasurer shall at least twenty (20) days prior to the holding of the nominations give notice, as above provided, to the membership of the time, place, and date and the offices for which nominations will be in order in connection with the election. Such notice shall be given in the manner determined by the Local Union Executive Board, consistent with these rules;

(2) The Secretary-Treasurer shall review the eligibility to hold office of any member at such member's request and shall make a report on the eligibility of that member within five (5) days thereafter to any interested member. The Secretary-Treasurer shall comply with requests from members to determine

their eligibility if made prior to the nomination meeting. After the nomination meeting, the Secretary-Treasurer shall review the eligibility of all candidates, their nominators and seconders and certify their eligibility to run for office. The Secretary-Treasurer shall immediately notify all nominees of their eligibility status and shall specifically notify any disqualified nominee of the reason for said disqualification;

(3) Unless a joint nomination-election notice was sent, the Secretary-Treasurer shall give written notice to the membership of the Local, at least twenty (20) days prior to any election date, of the time, place, date, hours, and number of offices upon which voting shall be held, by mailing such notice to the last known home address of every active member;

(4) Upon reasonable request of any declared and eligible candidate for office, the Secretary-Treasurer shall arrange for the distribution of any campaign literature by mail, or otherwise, provided that such candidate pays the reasonably estimated cost involved in advance. Candidates may make such requests a reasonable period of time prior to the conduct of the nomination meeting. The Secretary-Treasurer shall not delay the distribution of any candidate's mailing. Any reduced rate mailing permit available to any candidate shall be made available to all candidates on an equal basis. The Secretary-Treasurer may require that all campaign literature shall be presented to him at the principal office of the Local Union no later than a reasonable number of days prior to the election and all candidates shall be given reasonable notice of that cutoff date;

(5) The Secretary-Treasurer, to the extent required by law, shall upon reasonable notice make available for inspection by any bona fide candidate the membership list of the Local Union covered by union security agreements once within thirty (30) days prior to the election date. No candidate shall be permitted by the Secretary-Treasurer to copy any names or addresses of employees shown on such list and such inspection must be made in the presence of the Secretary-Treasurer or his designee;

(6) The Secretary-Treasurer shall retain copies of the notices of nominations and of the election, the mailing list of the membership, the voter register, a copy of the ballot, the official tally sheet submitted by the tellers, all voted and unused ballots, ballot return envelopes, and such other records including election rules as shall relate to the conduct of the election. All copies and records shall be retained for one (1) year.

(G) Nomination and Election Protests:

(1) Any member who desires to challenge a ruling on eligibility to run for office shall appeal, in writing, within forty-eight (48) hours after receipt of the ruling to the General President or his designee. The decision of the General President shall be appealable to the General Executive Board pursuant to the provisions of Article VI, Section 2 of the International Constitution. In the event there shall be any protest or charges made concerning an election by any member prior to the holding of the election, such protest or charge shall be made in writing by such member within forty-eight (48) hours of his knowledge of the event complained of and shall specify the exact nature and specifications of the protest. Such protest or charges shall be made to the Local Union Secretary-Treasurer who shall refer the protest or charges to the Local Union Executive Board for disposition. The decision of the Local Union Executive Board shall be appealable to the General President, pursuant to the provisions of Article VI, Section 2 of the International Constitution;

(2) In the event there shall be any protest or charge by any member concerning the conduct of the election after the election has been held, such protest or charge shall be made in writing by such member within seventy-two (72) hours setting forth the exact nature and specifications of the protest and his claim as to how it has affected the outcome of the election. Such protest or charge shall be made to the Secretary-Treasurer of the Joint Council, or State Conference, if there is no Joint Council, with which the Local Union is affiliated, and the protest or charge shall be referred to the Executive Board for disposition. The decision of the Executive Board shall be appealable to the General Executive Board for final decision, which is not appealable to the Convention.

Section 18

DUES, FEES, AND FINES

(A) Dues: The monthly dues of this organization shall be 1.56% of all earned income.

(1) The Local Union may increase/decrease the dues rate by majority secret ballot vote of the membership. In no event shall monthly dues be less than the minimum established in the International Constitution.

(2) Any increase/decrease in the rate of dues, initiation fees, re-initiation fees, or the levying of any general or special assessment by the Local Union shall be made in accordance with the following procedures:

(a) Reasonable notice shall be given that a mail referendum vote will be taken concerning the question of whether or not monthly dues, initiation fees, reinstatement fees, general or special assessments shall be increased or levied. The notice should indicate that a proposed increase or assessment is to be voted on;

(b) The mail referendum vote of the membership on the question of whether or not monthly dues, initiation fees, reinstatement fees, general or special assessments shall be increased or levied shall be conducted in accordance with the same procedure for conducting the election of Union officers, as such procedures would apply;

(c) A majority vote by secret ballot of the members in good standing voting by mail referendum shall decide the issue; and

(d) This provision supersedes Section 29 with respect to changing the dues and fees set forth in these Bylaws.

(3) New employees who elect to be “non-members” must satisfy their contractual obligations necessary to retain employment by paying an amount equal to the uniform dues and initiation fees stated herein required by members of the Union.

(a) According to applicable Federal law, Non-Members may also object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment.

(b) At the Non-member’s request, the Local Union will provide information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative. Sufficient information must be provided to allow the member to decide whether or not to become an objector.

(c) Non-members who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective

bargaining will be entitled to a reduction in fees and/or dues based on the aforementioned allocation of expenditures and will have the right to challenge the correctness of the allocation.

(d) Non-members are still bound by any germane portions of assessments, fees, and/or fines as stated in Subparagraphs (C) through (E) of this section.

(B) Fees:

(1) Initiation fees for membership in this organization shall be fifty dollars (\$50.00) payable in the third month of employment. However, the initiation fee may be waived or reduced in connection with the organization of unorganized employees at the discretion of the Executive Board. The Initiation Fee shall be waived on the application for membership for any new member that signs up to participate in Dues Check-Off (DCO) prior to the end of their third calendar month of employment.

(2) Re-initiation fees shall be fifty dollars (\$50.00).

(C) Fines:

(1) Fines shall be twenty-five dollars (\$25.00) for every month starting on the fourth (4th) consecutive month that any member is in arrears for the payment of dues fines, assessments, or other charges.

(D) Any member, who shall be three (3) months in arrears in the payment of dues, fines, assessments, or other charges, shall automatically stand suspended at the end of the third month and shall not be entitled to any rights or privileges of membership. Any member who has been automatically suspended for failure to pay dues and other charges shall be under a continuing obligation to pay dues during the period of his suspension. Upon payment of the delinquent dues and re-initiation fee, the member shall be restored to good standing status. However, payment of dues shall not restore good standing status if fines and other charges due are not paid. The Local Union Executive Board shall have the power to waive, or reduce, on a non-discriminatory basis, the payment of delinquent dues, assessments, fines, and/or re-initiation fees.

(E) General or special assessments and levies may be made from time to time in the manner provided hereinafter.

(1) Members, in addition to their membership dues, shall be required to pay such assessment(s).

Section 19

MEETINGS

(A) Membership meetings shall be general or special. Videoconferencing, teleconferencing or any other web-based technology may be employed to conduct meetings.

(B) General Membership Meetings:

(1) General membership meetings shall be held at least quarterly or more often as determined by the Executive Board and at such place and time as shall be designated by the Local Union Executive Board. The time and place of meeting in effect when these Bylaws are adopted shall continue until changed by the Local Union Executive Board upon reasonable and adequate notice to the membership. The Chairman shall be the President, unless, in his absence, he delegates that responsibility to another officer.

(2) Members in attendance at membership meetings shall have the right to express their views, arguments, or opinions upon any business properly before the meeting subject to these Bylaws and the rules and regulations adopted by the Local Union Executive Board pertaining to the conduct of meetings, but no member in exercising such rights shall evade or avoid his responsibility to the organization as an institution or engage in or instigate any conduct which would interfere with the Local Union's performance of its legal or contractual obligations.

If it should appear to the Chairman that any member is so conducting himself to constitute a threat to the orderly conduct of the business of the meeting, he may order him ejected, subject to appeal to the membership. At any time when in the judgment of the Chairman of the meeting it appears that the meeting has become so disorderly as to prevent proper deliberation on the matters which might properly come before the meeting, the Chairman shall have the right to adjourn such meeting forthwith, upon his own motion, and without second, and even though there may be other motions upon the floor. There shall be no appeal from such action since it is taken as a result of conditions which would prevent orderly consideration of the appeal by the meeting. If such action is taken by the Chairman, the time and place for a subsequent meeting, if there is to be one, shall be determined by the Local

Union Executive Board. If no such determination is made, then the next meeting shall be the next regularly scheduled meeting.

The Chairman can ask members or other persons to remove persons who have been ordered removed, or to prevent attendance of members who are "under the influence" or disorderly without calling upon the police. The rights of members to attend meetings, to remain in such meetings, or to participate in matters which come before such meetings are subject to the above powers and duties of the Chairman and of the Local Union Executive Board.

(3) The Local Union Executive Board is authorized to permit membership meetings to be held on a craft or class or other similar basis as it shall consider appropriate considering the special needs of the organization, so as to permit the membership to attend meetings and to express their views and otherwise exercise their rights as members. There shall be no limitation on the right of any member to be heard at any such separate meeting provided herein on all matters which apply to the general membership, but such member shall be permitted to vote only at such separate craft or class meeting to which he has been assigned. Membership meetings permitted under this subparagraph shall be subject to all of the requirements of Subparagraphs (A)(1) and (2) above.

(a) When the Local Union Executive Board authorizes such meeting by craft or class, each such meeting shall be conducted by the officers of the Local Union or by their designees and under the same procedures and rules as a general membership meeting, excepting only special meetings for limited purposes such as voting on contracts or strikes, handling of grievances, etc.

(b) On all matters which apply to the general membership, the votes of the meeting of each particular craft or class shall be totaled to determine the action of the Local Union in such matter.

(c) Members at each separate craft or class authorized to hold separate meetings may nominate candidates from their or any other craft or class for election to Union office; may vote separately on initiation fees, dues, and assessments which apply to them alone, if higher than the minimum applicable to the general membership; and may, when authorized by the Local Union Executive Board, vote separately on

approval or disapproval of, or on matters arising under, contracts applicable only to them, and strikes or other activities in which only they will participate.

(C) Special Meetings:

Twenty percent (20%) of the members in good standing of the Local Union may submit a written petition for a special meeting to the President of the Local Union, setting forth the reasons therefore, and the President shall call the special meeting within a reasonable time. If the Local Union comprises employees of more than one (1) employer, then no more than half of such twenty percent (20%) shall be from the same employer. If the President does not call such meeting, the Local Union Executive Board shall call such meeting within fifteen (15) days of the original petition. The President may, on his own motion, call a special meeting. Reasonable notice of the date, time, and place of any special meeting, and of the questions to be presented, shall be given the membership.

(D) Quorum:

The quorum of a general or special membership meeting shall be at least twice the number of members on the Executive Board, plus one (1), but not less than fifteen (15). The Local Union Executive Board shall establish the number constituting the quorum for craft or class meetings.

(E) Referendum:

When a referendum is authorized by the Local Union Executive Board, reasonable notice shall be given by the Secretary-Treasurer of the time, date, place, and question upon which the referendum is to be held. In a referendum, only members affected shall be permitted to vote concerning matters not affecting the entire membership. The Local Union Executive Board shall, at least ten (10) days in advance of the referendum, adopt rules and regulations for the conduct of the referendum.

(F) Subject to the provisions of Article VI, Section 1(h) of the International Constitution, every member eligible to vote in an election under Section 17(C)(1) shall be eligible to vote on any question before the membership meeting or in a referendum, except that members who are on layoff but who retain seniority at a carrier may vote on proposed collective bargaining agreements which affect them even if they are inactive by virtue of having taken a withdrawal card.

Section 20

MEMBERSHIP

(A) An applicant shall be considered a member when he shall meet all the following requirements for membership:

- (1) He shall have executed a written application for membership on a form provided by the Secretary-Treasurer;
- (2) He shall have signed a dues checkoff authorization permitting the initiation fee to be withheld from earnings. If no dues checkoff authorization is signed, membership shall date from the first month for which dues are paid, once full payment of the initiation fee is completed. Or, he shall have tendered the initiation fee and one (1) month's dues by cash;
- (3) The Local Union shall have accepted his application and dues;
- (4) The first money received from an applicant for membership must be applied to the payment of dues for the month in which the applicant is first obligated to pay dues. If this Local Union permits an applicant to pay an initiation fee on a deferred basis, the installment payments must be allocated to first satisfy the member's dues obligation. All new members presenting themselves for initiation shall receive upon request a free copy of the International Constitution and Local Union Bylaws from the Local Union. However, any alleged failure to receive such copy shall not excuse a member from violation of any duty or obligation imposed upon him by his oath of office, initiation, or membership.

(B) Good Standing:

- (1) A member shall lose his good standing membership in the organization by acceptance of a withdrawal card, by suspension or expulsion from membership after appropriate proceedings consistent with the Bylaws or the Constitution, or by nonpayment of dues on or before the last business day of the current month. Members whose dues have been withheld by their employer pursuant to a voluntary checkoff agreement shall not be declared in bad standing merely because the employer fails to remit checkoff dues to the Local Union on or before the last business day of the month. Payment of dues to an officer or steward authorized by this Local Union to collect such dues shall be deemed payment to the Local Union;

(2) A member in a suspended status because of his failure to pay his dues or other obligations as required by International Constitution and these Bylaws may reinstate his good standing by the payment of all delinquent dues and other financial obligations.

(C) Issuance of Transfer and Withdrawal Cards:

(1) The issuance of transfer cards must be handled in strict compliance with Article XVIII, Sections 1 and 2 of the International Constitution. The acceptance of transfer cards must be in accordance with the provisions of Article XVIII, Sections 3 and 4. The jurisdiction to issue honorable withdrawal cards must be handled in strict compliance with Article XVIII, Sections 6 and 7 of the International Constitution;

(2) When the Local Union is required to give to a member an honorable withdrawal card under the terms of the International Constitution and its Bylaws, it may provide for the continuance of Local Union benefits to such inactive member under conditions which it may set forth, but such inactive member shall not be permitted to hold office or vote, and shall have only such right to participate in the meetings and the affairs of the Local Union as shall be uniformly permitted by the Local Union Executive Board;

(3) A withdrawal card shall be issued to any member, including a Local Union officer, who has retired, except that a member who continues to work at the craft, including employment with the International Union or any affiliate, shall be required to retain active membership.

(D) Upon the approval of these Bylaws by the General President, supervisory employees and such other classifications as the Local Union Executive Board may lawfully determine, shall take no part on committees selected to negotiate wages and working conditions with employers, and shall not be permitted to vote on any such agreement or on any vote to strike or take other action with respect to the agreement to which they may be subject or parties. Supervisory employees shall not be permitted to hold office unless permitted by federal, state, local, or provincial law.

(E) Responsibility of Members to the Local Union:

(1) Every member by virtue of his membership in this Local Union is obligated to abide by these Bylaws and the International Constitution with respect to his rights, duties, privileges, and immunities conferred by them.

Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of fellow members;

(2) Every member covered by a collective bargaining agreement at his place of employment authorizes his Local Union to act as his exclusive bargaining representative with full and exclusive power to execute agreements with his employer governing terms and conditions of employment and to act for him and have final authority in presenting, processing, and adjusting any grievance, difficulty, or dispute arising under any collective bargaining agreement or out of his employment with such employer in such manner as the Local Union or its officers deem to be in the best interests of the Local Union, all subject to Article XII and other applicable provisions of the International Constitution relating to such matters. The Local Union and its officers, business representatives, and agents may decline to process any grievance, complaint, difficulty, or dispute if in their reasonable judgment such grievance, complaint, or dispute lacks merit;

(3) No member shall interfere with the elected officers or business agents of this organization in the performance of their duties, and each member shall, when requested, render such assistance and support in the performance of such duties as may be required by them, provided that this does not interfere with the individual rights of members. Each member and officer shall adhere to the terms and conditions of pertinent collective bargaining agreements and shall refrain from any conduct that would interfere with the performance by this Local Union of its legal or contractual obligations;

(4) No member shall engage in dual unionism or espouse dual unionism or disaffiliation, or be a party to any activity to secure the disestablishment of the Local Union as the collective bargaining agent for any employee;

(5) No member shall be permitted at any Union meeting or assembly to engage in any of the conduct hereinbefore described;

(6) Every member shall follow the rules of order at all meetings of the Local Union;

(7) Membership in this Local Union shall not vest any member thereof with right, title, or interest in or to the funds, property, or other assets belonging to the Local Union now or hereafter and no member shall have a property right to membership in this organization;

(8) No member seeking to resign from membership in any Local Union may do so except by submitting such resignation in writing to the Secretary-Treasurer of the Local Union. Any member who resigns before he has paid all dues, assessments, fines, and other financial obligations owing to any subordinate body shall be obligated to pay such obligations to his former Local Union. All members acknowledge that any obligations owing at the time of resignation shall be collectible by the Local Union in any appropriate forum. This shall not relieve any member of any obligation to comply with any other provision of this Constitution regarding acquisition or maintenance of membership in good standing;

(9) Members are prohibited from sharing information, publications, and videos provided to them by the union with any nonmembers, in particular members of management, unless specifically authorized to do so by the Local Union. For example, Teamster News, emails, flash mail messages, voice mail messages, hotline messages, letter from officers, stewards or legal staff are for the members only. Unless otherwise authorized, sharing the publication or information contained therein is strictly prohibited. Further, members are prohibited from sharing login information, login credentials, or access to teleconference, webinars, websites, or social media sites intended for members. Violation of this policy may result in the offending member having charges brought forth against them as cited in Section 21 of these Bylaws.

(F) Rights of Members:

(1) No provision of these Bylaws, rule of parliamentary procedure or action by the Local Union or its officers shall be administered in such a way as to deprive individual members of their rights under applicable law and the following membership rights:

(a) the right to nominate candidates or vote in elections or referendums of the Union;

(b) the right to attend membership meetings, and to participate in the deliberations and voting upon the business of such meetings;

(c) the right to meet and assemble freely with other members and to express any views, arguments, or opinions, and to express at meetings views upon candidates in an election of the Union or upon any

business properly before the meeting, subject to the organization's established and reasonable rules;

(d) the right to information concerning the conduct of the Local Union business; and

(e) the right to institute an action in any court or in a proceeding before any administrative agency, irrespective of whether the Local Union or its officers are defendants in the action, or to appear as a witness in a judicial, administrative or legislative proceeding, or to petition any legislator, subject to the exhaustion of intra-union remedies as required by the International Constitution and applicable law.

(G) For the purpose of Section 19(F) only, the term "meeting" includes any public meeting to which members of the Local Union are invited. All the rights of members set forth in Section 19(F) shall be subject to reasonable application and subject to the right of the Local Union to impose reasonable limitations upon the exercise of these rights by the members.

Section 21

CHARGES AND TRIALS

(A) Each member of this Union shall have the right to fair treatment in the application of union rules and law in accordance with the International Constitution and these Bylaws. In applying the rules and procedures relating to union discipline, the essential requirements of due process of law (notice, hearing, and judgment based upon the evidence) shall be observed, without, however, requiring the technical formality followed in courts of law. Recognizing that these requirements of fairness and due process of law will be administered by groups of laboring men and women, this Local Union adopts the following procedures which supplement the requirements of Article XIX of the International Constitution. The following procedural guides are designed to attain justice both to the individual member and the organization, and in instances where deviations from such procedures are not such as to substantially affect the member's substantive rights, these procedures are not to constitute technically precise requirements of strict pleadings of courts of law.

(B) Trials and Appeals:

(1) Trial. Every member charged with a violation of these Bylaws or the International Constitution shall be accorded a full and fair hearing as required by law. No member of the Local Union Executive Board involved in the subject matter of the charge, shall sit on the trial board. The decision on disqualification under this provision, if raised by an interested party, shall be made in the first instance by majority vote of the Local Union Executive Board, whose decision shall be appealable as part of the case, in accordance with the appeal procedure of the International Constitution and these Bylaws.

The officer alleged to be involved shall not vote on whether he is qualified to remain on the hearing panel. If the member charged or preferring the charges is a member of the Local Union Executive Board, or if a member of the Local Union Executive Board is unable to attend the hearing for any reason, then the President of the Local Union shall appoint an uninvolved member as a substitute. If either the President or

Secretary-Treasurer of the Local Union is charged, or has preferred the charges, or is unable to attend the hearing for any reason, the other officer shall appoint the substitute. If both the President and Secretary-Treasurer of the Local are charged or are preferring the charges, or for any reason are unable to attend the hearing, the remaining members of the Local Union Executive Board shall appoint the substitutes. Charges by, against, or involving a majority of the members of a Local Union Executive Board shall be filed with the Secretary-Treasurer of the Joint Council for trial by the Joint Council Executive Board. In no event shall any involved officer or member serve on a hearing panel, participate in the selection of a substitute member of a hearing panel, or participate in the decision-making process of the trial body.

Whenever the words "Joint Council" appear in other sections of these Bylaws, they shall mean Joint Council or State or Multi-State Joint Council and include State or Multi-State Conferences in all matters relating to disputes and appeals where there is no chartered Joint Council;

(2) Charges. Charges shall be in writing and signed by those filing same and must be filed in duplicate with the Secretary-Treasurer of the body, which is to hear the charges, who shall serve the charges and notice of the hearing upon the accused either in person or by mail at least ten (10) days prior to the hearing. No hearing on any charge shall be held less than ten (10) days

from the date on which notice of the hearing has been served on the parties unless all parties agree to waive this requirement. In scheduling the time and place of the hearing, due consideration shall be given to the convenience of the accused and witnesses necessary in the case. The charges must set forth the provisions of the International Constitution or these Bylaws allegedly violated and the acts which allegedly constitute such violation in sufficient detail to inform the accused of the offense charged, including, where possible, dates and places. The charging party must include in the charges all alleged offenses of which he has knowledge, or in the exercise of due diligence should have had knowledge, as of the time of the filing of the charges. He may not subsequently file additional charges based upon facts of which he had knowledge, or in the exercise of due diligence should have had knowledge, as of the time of the filing of the charges. Any charge based upon alleged misconduct which occurred more than five (5) years before the discovery of the conduct giving rise to the charge is barred and shall be rejected by the Secretary-Treasurer except charges based upon the non-payment of dues, assessments, and other financial obligations. No member or officer shall be required to stand trial on charges involving the same set of facts as to which he is facing criminal or civil trial until his final court appeal has been concluded. Nor shall a member or officer be required to stand trial on charges that are substantially the same or arise under the same circumstances as prior internal Union charges against such member or officer provided that a decision was rendered on those prior charges. Charges may be preferred against a suspended member or an inactive member who has been issued a withdrawal card.

(3) In the event of non-compliance with the decision handed down by a trial or appellate body, the member, elected Business Agent, Officer, or Local Union shall stand suspended from all rights and privileges under the International Constitution until the provisions of the decision have been complied with, unless the General President has waived payment of a fine or stayed the effectiveness of the decision pending appeal. If, however, the decision carries with it an order of expulsion, then such order of expulsion shall immediately take effect, unless the General President has stayed the effectiveness of the decision pending appeal;

(4) Rights of the Accused. Throughout the proceeding, there shall be a presumption of innocence in favor of the accused. In order to be sustained, the charges must be supported by a preponderance of reliable evidence and a majority of the members of the panel must vote to find the charged party

guilty. The accused shall have the right to present his own evidence, rebut testimony against him, present witnesses favorable to him, and cross-examine adverse witnesses. The charging party, the accused, and the Local Union Executive Board may select only a member in good standing of the Local Union to represent them at a hearing conducted before any trial or appellate body. Witnesses need not be members of the Union. The hearings shall be open to other members, subject to the discretion of the Local Union Executive Board in maintaining order and in excluding witnesses except when testifying;

(5) Action by the Local Union Executive Board. The Local Union Executive Board shall have the authority to determine the manner of reporting the hearings and shall have authority to exclude any method not authorized by it. Any request by a party that a verbatim record be made must be received by the Executive Board not later than five (5) business days prior to the scheduled commencement of the hearing and shall be honored. If the Local Union Executive Board decides to have a transcript or recording of the hearing made, the Local Union Executive Board shall furnish a copy of the same to the parties upon payment of the cost for same or shall make such copy available to the parties for copying or consultation without cost.

Within a reasonable time after completion of the hearing, the Local Union Executive Board shall decide the case. The decision of the Local Union Executive Board shall be in writing and contain the charges, its own factual findings and decision, and a notice to the parties informing them of the proper body to which they may appeal, and the time within which the appeal must be filed. A copy of the decision of the Local Union Executive Board must be forwarded to the parties without delay. A copy of all documents in the proceedings shall be kept available at the Local Union's principal office until final disposition is made of these charges;

(6) Appeals. Appeals shall be taken pursuant to the provisions of Article XIX of the International Constitution.

Section 22

BONDING

(A) Every officer, agent, employee, other representative of this Local Union, or shop steward who handles funds or other property of this organization shall be bonded in accordance with the requirements of the International Constitution and

applicable statute. The amount of bond required of each person shall be ascertained by the Local Union Executive Board, and the premium charges shall be paid out of the general funds of the Local Union.

(B) If the Local Union Executive Board, in its sole judgment, believes that it would be to the advantage of this organization to join with the International and/or any or all of its subordinate bodies or affiliated Local Unions in obtaining a bond or bonds covering persons in this Local Union and such other organizations under a bond or bonds issued to said International Union or other subordinate body, then, in such event the Local Union Executive Board is authorized and empowered to enter into such arrangements and pay from the general funds of this Local Union the cost for bonding these persons in this Local Union, but such surety coverage shall conform to the requirements set forth in Subparagraph (A) above.

(C) Should the bond of any person required to be bonded be canceled after surety coverage has been afforded, then such person shall be allowed thirty (30) days within which to arrange either for reinstatement of his coverage or the substitution of another bond meeting the requirements of Subparagraph (A) above to take the place of the canceled bond. However, during the period such person or a new officer is not covered by such surety bond, the Local Union Executive Board shall make whatever arrangements shall be necessary to relieve such person of the handling of any money or property of the Local Union.

(D) If an employee or officer referred to in Subparagraph (C) above cannot within thirty (30) days provide the surety bond required in conformity with the provisions of Subparagraph (A) above, the Local Union Executive Board shall be authorized and empowered to permit him to remain in his office or position under such arrangements as it may consider reasonable, but shall not require or permit him to handle any of the money or control any of the property of the Local Union.

Section 23

RULES OF ORDER

Rule 1: The regular order of business may be suspended by a vote of the meeting at any time.

Rule 2: Presiding Officer of the meeting shall enforce these rules and regulations and may direct that members be removed from the meeting for violation of these rules.

Rule 3: Any conversation by whispering or otherwise, or any other activity which is calculated to disturb or may have the effect of disturbing a member while speaking or disturb the conduct of the meeting or hinder the transaction of business, shall be deemed a violation of order.

Rule 4: Attending meetings "under the influence" is basis for removal.

Rule 5: The meeting may determine what portions of its business shall be secret.

Rule 6: When a member wishes the floor, he shall rise or otherwise indicate he wishes to be heard and respectfully address the Presiding Officer, and if recognized by the Presiding Officer, he shall state his name.

Rule 7: If two (2) or more members rise or ask to speak, the Presiding Officer shall decide who is entitled to the floor.

Rule 8: Every member, while speaking, shall adhere to the question under debate and avoid all invective and indecorous language, but all members shall have the right to express their views, arguments, and opinions upon candidates and upon any business properly before the meeting.

Rule 9: No member shall interrupt another member while speaking except for a point of order, and he shall definitely state the point, and the Presiding Officer shall decide the same without debate.

Rule 10: Any member, while speaking, being called to order by another, at the request of the Presiding Officer, shall cease speaking and be seated until the question of order is determined.

Rule 11: If any member shall feel himself aggrieved by a decision of the Presiding Officer, he may appeal from the decision of the Presiding Officer to the meeting without debate.

Rule 12: When an appeal is made from the decision of the Presiding Officer, said appeal shall be stated by the Presiding Officer to the meeting in these words: "Shall the decision of the Presiding Officer be sustained as the decision of this meeting?" The member taking the appeal will have the right to state the grounds of appeal, and the Presiding Officer will give his reasons for the decision. Thereupon, the members will proceed to vote on the appeal without further debate, and it shall require a majority vote to overrule the Chair.

Rule 13: No member shall speak more than once on the same question until all members wishing to speak have had an opportunity to do so, nor more than twice without the permission of the Presiding Officer, nor more than ten (10) minutes at one (1) time.

Rule 14: In presenting a motion, a brief statement of its objects may be made, but no discussion of its merits shall be admitted until the question is stated by the Presiding Officer.

Rule 15: Any member may call for a division of a question when the subject or sense admits thereof.

Rule 16: All votes other than amendments to these Bylaws or Rules of Order may be reconsidered at the same or next succeeding meeting upon a motion made and seconded by two (2) members who voted in the majority, provided a majority of the membership present and voting agrees thereto; but after a motion to reconsider has once been lost, it shall not be renewed.

Rule 17: The following motions shall have precedence in the following order: first, to adjourn; second, to close debate; third, to take up the previous question; fourth, to lay on the table; fifth, to postpone indefinitely; sixth, to postpone to a definite time; seventh, to refer; eighth, to amend. The first four (4) shall be decided without debate.

Rule 18: When a question is postponed indefinitely, it shall not come up again, except upon a majority vote of the members present and voting.

Rule 19: The motion to close debate may be made by two (2) members, and shall be put in this form: "Shall the debate now close?" If adopted, the President shall proceed to take up the question before the membership, according to priority, without further debate.

Rule 20: The call for the previous question on the original motion may be made by six (6) members and shall be put in this form: "Shall the main question be now put?" If adopted, the effect shall be to take up the question on the original motion to the exclusion of all debate and all amendments which have not been adopted.

Rule 21: If proper motion to amend has been made, the question on the amendment shall be put first; if more than one amendment has been offered, the question shall then be put as follows: (1) amendment to the amendment; (2) amendment; (3) original proposition.

Rule 22: A motion to adjourn shall always be in order except: (1) when a member has the floor; (2) when members are voting; (3) when a motion is pending.

Rule 23: A motion to adjourn having been put and lost shall not be in order again, provided there is further business before the Local Union, until fifteen (15) minutes have elapsed.

Rule 24: The Chair shall state every question coming before the Local Union before permitting the opening of debate thereof. Immediately before putting it to a vote he shall ask: "Is the Local Union ready for the question?" Should no member rise or otherwise ask to speak on the question, or if a majority shall vote to close discussion, the Chair shall put the question. After he has risen or ask, no member shall be permitted to speak further upon it.

Rule 25: When the Presiding Officer has commended taking the vote, no further debate or remarks shall be allowed, unless a mistake had been made, in which case the mistake shall be rectified and the Presiding Officer shall recommence taking the vote.

Rule 26: One (1) tap of the gavel shall call to order; two (2) taps to be seated; three (3) taps to rise.

Rule 27: Any question on procedure in debate, not provided for herein, shall be governed by Robert's Rules of Order, Revised.

Rule 28: All rulings of the Presiding Officer on procedure which are not challenged during the meeting become final and unappealable upon adjournment of the meeting.

Section 24

STANDING COMMITTEES

The Standing Committees of this Local Union shall be determined by the President and such committees shall perform such duties and functions as shall be assigned to them from time to time by the President or Executive Board.

Section 25

INTERNATIONAL CONSTITUTION

(A) The Local Union acknowledges that the Constitution of the International Brotherhood of Teamsters supersedes any provisions of these Bylaws herewith or

hereinafter adopted which may be inconsistent with such Constitution. The Local Union incorporates herein the provisions of the International Constitution, as they may be interpreted, modified, or amended from time to time, which are applicable to Local Union matters and affairs, and shall perform all the duties imposed upon a Local Union by such Constitution.

(B) These Bylaws are subject to the Constitution and Bylaws of the International Brotherhood of Teamsters and applicable Joint Council Bylaws.

(C) Neither this Local Union, nor any of its officers, business representatives, or employees, has the power to make any contract or agreement or to incur any liability which shall be binding upon the International Union or any of its affiliates other than this Local Union unless the written consent of the governing body or executive officer thereof has first been obtained authorizing such action. Neither this Local Union or any of its officers, representatives, or employees has been authorized or empowered to act as an agent of the International Union or any of its affiliated bodies and shall not be deemed an agent for any such body unless expressly authorized in writing by the governing body of such body to act in that capacity. No agreement or contract shall be binding upon this Local Union unless executed and delivered by its duly authorized officers, and a contract or agreement for personal services shall not be binding beyond the expiration of the term of the Executive Board at the time such contract or agreement is made. This shall not prevent a Local Union Executive Board from entering into a bona fide collective bargaining agreement with another union covering Local Union employees, subject to the requirements of Article XXII, Section 2(b) of the International Constitution.

Section 26

LOCAL UNION PROPERTY

No property of the Local Union, and no property in the possession, custody, or control of this Local Union or any of its officers, representatives, or employees and no property held in trust by any trustee for and on behalf of this Local Union, express or implied, which was created or established by this Local Union itself, or the members of the Local Union or their beneficiaries, shall be given, contributed, donated or appropriated, either directly or indirectly, to aid or assist or be expended on behalf of any seceding, dual or antagonistic labor organization or group, nor to any Local Union which is acting in violation of the Constitution of the International Brotherhood of Teamsters.

Section 27

NEGOTIATIONS, RATIFICATION OF AGREEMENTS, STRIKES AND LOCKOUTS

(A) Whenever a collective bargaining agreement is about to be negotiated, modified, or extended at the request of this Local Union, the President shall request the membership to submit written bargaining demands.

(B) The Secretary-Treasurer shall submit to the Director of the Airline Division two (2) copies of all proposed collective bargaining agreements for approval before ratification by the members or submission to the carrier for signature.

(C) Ratification of agreements or amendments shall be subject to a referendum vote in accordance with the procedures adopted by the Local Union Executive Board, with said procedures to be similar to the procedures utilized by the Local Union for the election of officers, except that the provisions of Section 19(F), allowing members on layoff to vote on collective bargaining agreements, shall apply. Where a final contract proposal has been reduced to writing at the time it is to be submitted for vote, copies of the written proposal shall be made available to the affected membership. True copies of final agreements arrived at by the Local Union shall be filed by the Secretary-Treasurer with the Economic and Contracts Departments of the International Union within sixty (60) days after execution, together with a list of the names and locations of employers and number of employees covered by such agreements. The Secretary-Treasurer shall, as of January 1st of each year, submit to the Economic and Contracts Departments of the International Union a list of agreements in effect, showing the name of the employer or employers, parties thereto, location or locations, and the amendable date.

(D) If a settlement cannot be reached in connection with the negotiation or modification of a collective bargaining agreement between the members of this Local Union and an employer after the officers have used reasonable means of achieving a settlement through the process of collective bargaining, the matter shall be subject to the strike procedure, conditions and qualifications set forth in the Constitution. The Local Union Executive Board may, in its discretion, provide that the strike vote be limited to the members employed in a particular division, craft, or place of employment. In such cases where area-wide, conference-wide, or national agreements are involved, it is understood that the specified majorities of the members covered by such agreements must vote to strike as set forth in Article XII, Sections 1 or 2 of the International Constitution, and in such event, such strike

vote shall apply to this Local Union, irrespective of the individual vote of this Local Union on that question.

(E) Strike votes shall not be required in any case where a collective bargaining agreement then in existence authorizes such strike for the purpose of enforcing the terms of such agreement. Nor shall a strike vote be required for a strike in support of demands that an employer agree to the terms and conditions of an agreement already negotiated and approved on a state, multi-state, multi-area, multi-employer, or national, company-wide, or area basis of which unit such employer is a member. In either case, the Local Union Executive Board, subject to the approval of the General President, may call the strike in support of its position, and may also, with the approval of the General President, terminate such strike without vote.

(F) At least forty-eight (48) hours prior to a strike, and in the case of picketing, lawsuit or other serious difficulty, the Secretary-Treasurer shall immediately notify the Joint Council of which it is a member of any contemplated action, as required by the International Constitution.

(G) Out-of-Work benefits shall be payable to members only as provided by and in accordance with the International Constitution. The Secretary-Treasurer shall be responsible for securing of such benefits where the Local Union is eligible to receive them, executing all documents required by the International and returning all monies to the International Union remaining unused by the Local Union at the close of the strike or lockout.

(H) Strikes which are not terminated by the conclusion of a collective bargaining agreement or by arbitration or otherwise may be terminated in such manner as the Local Union Executive Board shall determine appropriate.

Section 28

SAVING CLAUSES

(A) The provisions of these Bylaws or the International Constitution relating to the payment of dues, assessments, fines or penalties, etc., shall not be construed as incorporating into any union-security contract those requirements for good standing membership which may be in violation of applicable law, nor shall they be construed as requiring any employer to violate any applicable law. However, all such financial obligations imposed by or under the International Constitution and these Bylaws (and in conformity therewith) shall be legal obligations of the members upon whom imposed and enforceable in a court of law.

The General Executive Board of the International Union is authorized to adopt any plan or arrangement relating to such requirements and obligations which may be imposed by applicable law.

(B) If any provision of these Bylaws shall be declared invalid or inoperative by any competent authority of the executive, judicial, or administrative branch of federal or state government, the Local Union Executive Board shall have the authority to suspend the operation of such provision during the period of its invalidity and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the invalid provision. If any section or subparagraph of these Bylaws should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of these Bylaws or the application of such section or subparagraph to persons or circumstances other than those to which it has been held invalid, shall not be affected thereby.

(C) Where used in these Bylaws, words in the masculine also shall be read and construed as in the feminine in all cases where such construction would so apply.

Section 29

AMENDMENTS

(A) Proposed amendments to the Bylaws shall be submitted in writing at a regular meeting of the Local Union only in January of each year upon initiation either by petition of seven (7) members in good standing, or by resolution of the Local Union Executive Board. Under no circumstances may these Bylaws be amended during a term of office to affect or modify the powers and duties of the incumbent officers or elected business agents. Such amendments may be made effective only as of the beginning of the next term of office.

(B) The proposed amendments shall then be read at two (2) consecutive regular meetings of the membership or at two (2) consecutive division, craft, or place of employment or similar meetings (if the Local Union Executive Board has determined that membership meetings be conducted on such basis) and voted upon at the third meeting or meetings. A majority vote of the members in good standing voting at such meeting shall be required for passage.

(C) Amendments to these Bylaws are subject to the approval of the General President, as provided in Article VI, Section 4 of the International Constitution and shall not be effective until such approval has been given.

(D) Nothing contained in this Section of these Bylaws shall preclude the Local Union Executive Board in the exercise of its discretion, from directing that a membership vote be conducted by mail referendum after appropriate notice and with safeguards to ensure the integrity of the balloting.

Section 30

OBLIGATION

(A) Fellow worker, you will now take an obligation that will bind you to the International Brotherhood of Teamsters and this Local Union, and that will in no way conflict with your religious belief or your duties as a citizen:

“I, _____ (give name) _____, pledge my honor to faithfully observe the Constitution and the laws of the International Brotherhood of Teamsters and the Bylaws and laws of this Local Union;

I pledge that I will comply with all the rules and regulations for the government of the International Union and this Local Union;

I will faithfully perform all the duties assigned to me to the best of my ability and skill;

I will conduct myself at all times in a manner as not to bring reproach upon my Union;

I shall take an affirmative part in the business and activities of the Union and accept and discharge my responsibilities during any authorized strike or lockout;

I pledge not to divulge to non-members the private business of this Union, unless authorized to reveal the same;

I will never knowingly harm a fellow member;

I will never discriminate against a fellow worker on account of race, color, religion, sex, age, physical or mental disability, national origin, sexual orientation, gender identity, or any other legally protected group;

I will refrain from any conduct that would interfere with the Union's performance of its legal or contractual obligations;

I will, at all times, bear true and faithful allegiance to the International Brotherhood of Teamsters and this Local Union.”

Section 31
FISCAL YEAR

The fiscal year of this organization shall commence on the first (1st) day of January.

Date last revised: September 02, 2021

From: Joe Ferreira jFerreira@teamster.org
Subject: Trustee sign offs
Date: March 28, 2023 at 7:31 AM
To: Kimberly Barboro KBarboro@teamster.org
Cc: arobles@apa2118.org, Allynn Allen AAllen@teamster.org



Good morning Kimberly

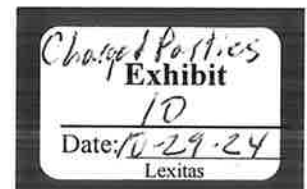
I would like to ask you for a favor since your well versed with running a local and I am very green at it.

Currently Andrew and his local have developed soft ware that puts all the billing in place by expenses and person doing the expenses. It is all electronic it can be printed and it is electronically signed off by the trustee's. He was contacted by Scott Hilton assistant to the General Secretary Treasure that electronic method is not allowed. So I spoke with Scott and gave me a couple of options. The difficulty Andrew had was getting three Trustees together at once to sign the documents in one location because of their flight schedule and pay loss and location. Scott recommended assigning Pilots that are in PHX. Scott also said they don't have to be in the room at the same time to sign the documents. The question then becomes can he just print the documents for the trustee's to review keep a file somewhere and does he have to open up a satellite office in PHX?

I figure you have been down this road. Please give us you opinion.

Thanks in advance
Joe

Sky High Standards Since 1961
Teamsters Airline Division



Local 2118 Policy and Procedures Manual

1. Expenses

a. Car Rental

Members will purchase the damage insurance when renting a vehicle for Union work. Members will in all instances do their best to return the vehicle fueled up. In the event the vehicle is turned in not fueled up, it must be done so for a reason that makes economic sense. (flight will be missed, unable to reasonably fuel up and return the car promptly, etc.)

b. Air Travel

Members will purchase air travel in the economy or economy plus tier or the same economic tier that is negotiated in the collective bargaining agreement. (aisle or window etc.) First class travel will not be permitted unless the ticket is for the same price as the economy plus, or the ticket purchase is required for extenuating circumstances and only first class travel is available at the schedule required for the travel. First-class travel for extenuating circumstances must have advance approval from at least two members of the Executive Board.

c. Hotel Reservations

Hotel Reservations will be made in rooms that are in line with the provisions negotiated in the collective bargaining agreement. Upgraded rooms may be utilized for special events and or functions. (An example would be an event where membership is invited or a larger room instead of renting a conference room.)

d. Meals

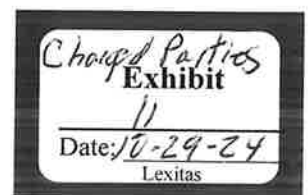
The Cumulative Meal expense will be limited to \$150 per member daily. Alcohol will be limited to one drink per member daily, either with or without a meal.

e. Receipts

Receipts will be turned in within 120 days of the expense being made. Both an itemized and a credit card receipt will be turned in with the expense report. All receipts will be signed by the member and will indicate the reason for the expenditure. If the receipt includes expenses of other persons (for example, a single receipt for meals of multiple members or ground transportation where an additional passenger incurs an additional charge), the name of all persons covered by the expense should be included on the receipt.

i. Lost Receipts

In the event a receipt is lost, the expense may still be reimbursed provided a signed affidavit is submitted to include the type of expense and the reason for the expense. Repayment will be at the discretion of the majority of the Executive Board.



2. Employees

a. Vacation

i. Vacation Accrual and Eligibility:

Employees of Local 2118 are eligible for paid vacation time as a benefit of their employment. All full-time employees are eligible for vacation benefits, while part-time employees may be eligible on a prorated basis. To request vacation time, employees must submit a written request to the president of the local with reasonable notice, allowing sufficient time for proper scheduling and workload management.

ii. Approval Process and Scheduling:

The approval of vacation requests is subject to the operational needs of the local. Employees are encouraged to plan and communicate their vacation requests well in advance to facilitate a smooth approval process. While every effort will be made to accommodate requested vacation dates, the local reserves the right to deny or reschedule vacation time based on business demands. In the event of conflicting requests from multiple employees within the same department, priority will be given based on seniority, performance, and the overall impact on team productivity.

iii. Vacation Pay and Recordkeeping:

During approved vacation periods, employees will continue to receive their regular salary and any applicable benefits. To ensure accurate recordkeeping, employees are required to report vacation days taken through the company's designated timekeeping system. Unused vacation days may not be carried over to the next year. At the time of separation from the company, employees will not be entitled to payment for accrued but unused vacation days.

ix. Vacation Accrual:

Full-time employees will start with two weeks of vacation. A third week of vacation will be accrued on the anniversary date of their fifth year of employment. Accrued Vacation must be used in the year it is allocated and will not roll over to the following year.

b. Sick Time

- i. At Local 2118 we prioritize the health and well-being of our employees. Our sick leave policy is designed to provide flexibility and support during times of illness. Eligible employees are entitled to up to two weeks (10 workdays) of sick leave per calendar year. Sick leave must be used in the year it is allocated and will not roll over to the following year.

- ii. Employees are encouraged to use sick leave for their own illness, medical appointments, or to care for an immediate family member with health-related needs. To request sick leave, employees must notify their supervisor or manager as soon as possible on the first day of absence, or in advance when foreseeable. In cases of unforeseeable or extended sick leave, employees should keep their supervisor informed of their expected return date. Sick leave may be taken in full-day increments, and any unused sick leave at the end of the calendar year will not carry over. During the approved sick leave period, employees will receive their regular pay. If additional sick leave is required beyond the initial two-week period, employees may request additional sick time on a case-by-case basis. Additional sick time may result in a reduction of pay or be considered a personal leave if excessive.

3. Flight Pay Loss

a. Long Term Flight Pay Loss

The President of the local will receive 120 PCH per month if on long term FPL. Other members of the local that are on long term flight pay loss will receive 110 PCH per month. Pay Credit Hours do not correlate with days and or hours worked. Members receiving Long Term Flight Pay Loss will work varied hours and days to handle varying duties, and those hours may not be reflected on the crew members work calendar.

4. Expenses

a. Cell Phone

As each member of the Executive Board primarily is using their personal cell phone for union business, Local 2118 has authorized the payment of 75% of the total cell phone bill for all members of the Executive Board. In the event an Executive Board member has a "family plan", the Executive Board member shall only deduct 75% of the bill that pertains to the individual Executive Board member's usage.

b. Internet expenses

High bandwidth internet support is required to operate the Zoom meetings and Union business that each board member is required to partake in. Local 2118 has authorized the payment of 75% of the total internet expenses for each member of the Executive Board.

5. Minutes

- a. Minutes of meetings will be taken and maintained by the Recording Secretary in accordance with the IBT Constitution and Local Union Bylaws.
- b. GMM minutes will be considered public and shall be shared upon request with all members.

- c. Executive Board Minutes shall be considered private and shall not be shared with general membership without just cause.

6. Meetings

- a. Executive Board and General Membership Meetings will be held and conducted in accordance with the IBT Constitution and Local Union Bylaws.
- b. The Executive Board will establish an agenda for Executive Board meetings by the business day prior to the meeting.
- c. The Executive Board will establish and approve an agenda for General Membership Meetings by the business day prior to the meeting.

7. Requests for information

- a. Members are welcome to come to the Local 2118 Office to review any document required to be shared by the LMRDA, Constitution or Bylaws.
- b. Documents that will be shared include the Bylaws, Constitution, Local 2118 Collective Bargaining Agreement, Approved GMM Minutes, Approved Quarterly Financial Reports, LM2 reports.
- c. Other document requests may be made by membership provided that the member requests the document in writing and just cause has been demonstrated. In the event a request is made for additional documents beyond those cited in paragraph 7.b of this document, that request will be reviewed by the Executive Board and by majority vote, shared with the requesting member. No document shall be emailed, photographed, or publicly posted unless approved by a majority vote of the Executive Board.
- d. All Local 2118 members must comply with their obligations under Bylaw Section 20.E.9 in maintaining the confidentiality of information provided by the Local Union.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS



March 13, 2024

To Whom It May Concern,

I, Andrew Robles, attest that the expense(s) listed below are Union expenses incurred while serving as a Union representative.

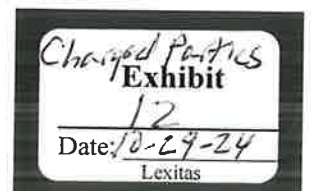
Date	Payee	Description	Attendees	Amount
10/05/2023	Sky Harbor Parking	Parking	Andrew Robles	\$6.00
04/10/2023	CLV Parking	Parking	Andrew Robles	\$18.00
11/02/2022	Ace Parking	Parking	Andrew Robles	\$6.00
04/13/2022	Miracle Mile Shops	Parking	Andrew Robles	\$18.00
04/12/2022	Miracle Mile Shops	Parking	Andrew Robles	\$18.00
10/01/2021	Sky Harbor Parking	Parking	Andrew Robles	\$96.00
09/27/2021	CLV Parking	Parking	Andrew Robles	\$15.00
08/16/2021	CLV Parking	Parking	Andrew Robles	\$15.00
06/11/2021	Freedom Park	Parking	Andrew Robles	\$67.91

Allegiant Pilots Association | Teamsters Local Union No. 2118

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www.apa2118.org

Affiliated with the International Brotherhood of Teamsters



INTERNATIONAL BROTHERHOOD OF TEAMSTERS



Please contact me with any questions.

Sincerely,
Andrew Robles
President
Allegiant Pilots Association
IBT Local 2118

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This is a belt and suspenders motion to retroactively approve expenditures that were incurred from 2020 to 2024 in the pursuit of representing our pilot group. I believe that all expenditures listed here were properly incurred.

The majority of these types of expenses were incurred without a motion at local 1224 and were approved without a motion under the guidance of our Trustee Scott Hegland. We therefore believed the manner in which we approved these expenditures was in line with Teamster protocol. After a debriefing from our teamster brothers during the audit, we understand that we needed to adopt policies to allow for the expenditures and or approve motions. Moving forward we will adopt that practice, and retroactively we will approve these properly approved but not motioned expenditures. Each expenditure will be described and discussed if there is a question. The motion that I am putting forward is to summarily approve all of the combined and discussed expenditures.

Motion to approve all previously incurred expenses associated with the following:

1) All expenditures, travel and meals, associated with the HIMS Conference, the NGPA conference and the SWAPA conference. All of these conferences were previously discussed and approved, but no motion was recorded to approve these expenditures.

2) All expenditures associated with the Union required Liability Insurance. All expenditures associated with Local 2118 purchasing Union Liability Insurance is retroactively approved from the time period of Jan 01 2020 to March 17, 2024.

3) All expenditures associated with required elections, those include elections required by our bylaws or those required by the authorization of the IBT General President. All expenses incurred for elections between Jan 01 2020 to March 17, 2024 shall be retroactively approved.

4) All expenditures associated with the purchase of Union "Swag" offered to our members between the dates of Jan 01, 2020 to March 17, 2024. This approval includes all previously purchased, bag tags, Lanyards, copies of the CBA, Union Pins, and business cards.

5) All expenses incurred between Jan 01 2020 to March 17, 2024 for Captain upgrade and new hire dinners. These expenses are considered absolutely necessary to the operation of Local 2118. All travel, meals and expensed incurred by officers and or Union volunteers in the pursuit of offering this touchpoint for our members is approved.

6) Motion to retroactively approve the Hospitality suite utilized to facilitate Allegiant C suite executives, eboard members and or Union volunteers and their guests in a gesture of good will and relationship building. The suite was purchased on 11/18/2022. This approval shall include purchases for alcohol, water, and snack purchased to facilitate the event.

7) This motion will also, retroactively approve the retirement dinner for Erick Valenzuala and the Retirement award that was presented to him at the dinner on 04/10/2023.

8) All previous expenditures in the pursuit of improving Union Impact which is our primary software used to handle grievances, arbitrations, flight pay loss, professional standards, and membership outreach. Several expenses have been incurred as IT orders to improve the overall use of the software. This motion will retroactively approve all previous expenditures from Jan 01, 2020 to March 17, 2024.

9). It was identified that we erroneously exceeded the approved Motion to purchase General President Hoffa Jr. a retirement gift and a gift for newly elected Sean O'brian as a congratulatory gift by \$39.22. This motion will retroactively approve the additional expenditure.

10) This will approve all previously expensed Internet and Cell Phone charges that were incurred and paid from Jan 01, 2020 to March 17, 2024. All expenses will be retroactively approved in the same manner that is approved in our current approved policy and procedure manual.

11) This motion will approve the Light fixtures purchased for the purpose of conducting webinar videos for our members. This purchase was made on 07/19/2023 for a total of \$309.05 and is union equipment.

12). Motion to reaffirm the Aviation Medicine Advisory Service as service that will be provided to our membership on a monthly basis from moving forward.

13) Motion to reaffirm the Hawaii donation sent to JC42 that was approved at our Eboard Meeting for the amount of \$10,000. (insert date of the meeting)

14) Motion to approve the Welfare out reach for our deceased brother Mario Gouvias, and our member Eric Baron that had heart attack. This motion will retroactively approve the cost associated with these actions.

15) Motion to approve these meals retroactively that either did not have a itemized receipt or a missing receipt affidavit that was not approved by the board:

- A. Napa Thai cuisine that was a meal incurred during negotiations and attended by the majority of the Eboard.
- B. Founding Farmers expense that occurred on 02/16/2023 during lobbying efforts.
- C. California Pizza kitchen on 10/17/2022 during negotiations with Maury Gallagher and Jerry Martinez.
- D. Lazy dog on 06/21/2022 for negotiations.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS



March 13, 2024

To Whom It May Concern,

I, Andrew Robles, attest that the expense(s) listed below are Union expenses incurred while serving as a Union representative.

Date	Payee	Description	Attendees	Amount
09/11/2023	Dodger Stadium	Dinner	Andrew Robles, Scott Hegland, Josh Allen, Mike Urban	\$121.36
09/11/2023	LAX Sky Cal Pizza	Dinner	Josh Allen, Scott Hegland, Andrew Robles	\$29.42
09/11/2023	Los Taquitos	Dinner	Andrew Robles	\$6.51

Please contact me with any questions.

Sincerely,

Andrew Robles
President
Allegiant Pilots Association
IBT Local 2118

Allegiant Pilots Association | Teamsters Local Union No. 2118

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INTERNATIONAL BROTHERHOOD OF TEAMSTERS



March 13, 2024

To Whom It May Concern,

I, Andrew Robles, attest that the expense(s) listed below are Union expenses incurred while serving as a Union representative.

Date	Payee	Description	Attendees	Amount
06/15/2023	Napa Thai Cuisine	Dinner with the Negotiating Team	Andrew Robles, Mike Urban, Josh Allen, Ryan Joseph	\$296.42
12/15/2022	The Marketplace	Fuel for Rental car return Negotiations	Andrew Robles	\$26.77
10/19/2022	Shake Shack	Jackson hole arbitration lunch Arbitration	Andrew Robles, Ryan Fogelsanger, Erick Valenzuela	\$69.24
09/13/2022	Lobby Bar Hotel	Drink with members of eboard Negotiations	Andrew Robles, Erick Valenzuela, Ryan Fogelsanger	\$35.26
09/12/2022	Cosmopolitan of Las Vegas	Drink and dessert members of negotiating committee	Andrew Robles, Erick Valenzuela, Jay Killean	\$58.69
08/24/2022	Red Rock Station	Dinner with Management/Negotiations	Andrew Robles, jerry Martinez, Maury Gallagher	\$352.44
06/21/2022	Lazy Dog	Dinner with negotiating Committee	Andrew Robles, Josh Allen, Kenny Seiden, Jay Killen, Erick Valenzuela	\$82.65
05/31/2022	LGO Market Place	Energy drinks from shop Negotiations	Andrew Robles Kenny Seiden	\$11.07
02/08/2022	PBR Rock Bar	Dinner for Negotiations	Andrew Robles, Erick Valenzuela	\$33.25
01/21/2022	Barro's Pizza	Dinner for negotiations	Andrew Robles, Kenny Seiden, Erick Valenzuela	\$27.02

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Sincerely,

Andrew Robles
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March 13, 2024

To Whom It May Concern,

I, Andrew Robles, attest that the expense(s) listed below are Union expenses incurred while serving as a Union representative.

Date	Payee	Description	Attendees	Amount
10/22/2023	Ohio St. 8	Restaurant, Lunch	Andrew Robles	\$15.83
10/23/2023	Walgreens	Water Purchase 3 bottles	Andrew Robles	\$5.28

Please contact me with any questions.

Sincerely,

Andrew Robles
President
Allegiant Pilots Association
IBT Local 2118

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March 13, 2024

To Whom It May Concern,

I, Andrew Robles, attest that the expense(s) listed below are Union expenses incurred while serving as a Union representative.

Date	Payee	Description	Attendees	Amount
03/06/2023	UPS Store	Mail to the Local	Andrew Robles	\$13.72
02/18/2023	Le Diplomate	Lobbying Efforts Dinner	Andrew Robles, Jack Albertine, Andrew Robles, David Bourne	\$381.80
01/25/2023	Blue Mesa Tacos	Dinner Sky Harbor Airport Lobbying Efforts	Andrew Robles Erick Valenzuela	\$48.23
01/24/2023	Rayburn Cafe	Lobbying Efforts Lunch	Andrew Robles	\$4.50
01/23/2023	West Wing Cafe	Pentagon Award Military Affairs Lunch	Marty Dye Erick Valenzuela Orlando Lorie	\$31.15
01/23/2023	Bistro Bis	Pentagon Award Lunch	Andrew Robles	\$16.65
01/23/2023	Cultural DC	Lobbying Efforts Lunch	Andrew Robles	\$14.00

Please contact me with any questions.

Sincerely,

Andrew Robles
President
Allegiant Pilots Association
IBT Local 2118

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Affiliated with the International Brotherhood of Teamsters

Motion Details



Motion *

Motion to move our Savings account money to a 9 mc

Vote Expiration Date *

Feb-15-2024

Motion Created By *

Andrew Robles

Motion Seconded By

Kenneth Seiden

Public Notes

This Motion is to move the entirety of our savings account which is \$5,151,923.89 into a 9 month CD with Chase bank. The interest rate is an annualized 5% or 4.88% for the 9 month period. This will net us approx \$244,000 in the next 9 months in interest. The money will not be co-mingled and at the end of 9 months, we will either reinvest the money into a CD or will move it back to the savings pending an additional motion.

Date & Time	By	Status
Feb-12-2024 4:01 PM	Andrew Robles	Created
Feb-12-2024 4:01 PM	Andrew Robles	Notice Sent
Feb-12-2024 4:04 PM	Kenneth Seiden	Seconded
Feb-12-2024 4:04 PM	Kenneth Seiden	Voted Yea
Feb-12-2024 4:06 PM	Joshua Rockwood	Voted Yea
Feb-13-2024 12:43 AM	Andrew Robles	Voted Yea
Feb-13-2024 12:44 AM	Michael Cawley	Voted Yea
Feb-13-2024 4:05 PM	Ryan Joseph	Voted Nay

Cancel

Motion Details



Motion *

Motion to Modify Union Impact Reporting capability

Vote Expiration Date *

Feb-15-2024

Motion Created By *

Andrew Robles

Motion Seconded By

Kenneth Seiden

Public Notes

As the need grows to target certain bases with SMS and email campaigns, we need the functionality to filter Union Impact membership information more effectively. The changes requested for this phase are as follows: To add "Base" and "Seat" as drop-down options for Ad-Hoc reporting queries and/or filters, To include a Base and Seat Filter on the Member Default View, and To add the Base and Seat of each pilot as new columns in the Member Default View. The estimate, included herein, has a Total with tax cost of \$1,100.00.

Date & Time	By	Status
Feb-12-2024 9:47 AM	Andrew Robles	Created
Feb-12-2024 9:47 AM	Andrew Robles	Notice Sent
Feb-12-2024 9:48 AM	Kenneth Seiden	Seconded
Feb-12-2024 9:48 AM	Kenneth Seiden	Voted Yea
Feb-12-2024 9:49 AM	Joshua Rockwood	Voted Yea
Feb-12-2024 10:32 AM	Kurt Hanson	Voted Yea
Feb-13-2024 12:42 AM	Andrew Robles	Voted Yea
Feb-13-2024 12:45 AM	Michael Cawley	Voted Yea
Feb-13-2024 4:04 PM	Ryan Joseph	Abstained

Cancel

Motion Details



Motion *

Motion to Update Union Impact

Vote Expiration Date *

Feb-15-2024

Motion Created By *

Andrew Robles

Motion Seconded By

Kenneth Seiden

Public Notes

The need arose to provide additional information on the Motion's Report to include each individual Motion's details, per the auditor's request. The functionality to include the "Public Note's" column and incorporate this into the reports exported for printing is not currently available. This motion is to approve the cost associated with having the Union Impact programmers complete this change request. The estimate, included herein, has a Total with tax cost of \$200.00

Date & Time	By	Status
Feb-12-2024 9:45 AM	Andrew Robles	Created
Feb-12-2024 9:45 AM	Andrew Robles	Notice Sent
Feb-12-2024 9:48 AM	Kenneth Seiden	Seconded
Feb-12-2024 9:48 AM	Kenneth Seiden	Voted Yea
Feb-12-2024 9:49 AM	Joshua Rockwood	Voted Yea
Feb-12-2024 10:31 AM	Kurt Hanson	Voted Yea
Feb-13-2024 12:42 AM	Andrew Robles	Voted Yea
Feb-13-2024 12:45 AM	Michael Cawley	Voted Yea
Feb-13-2024 3:59 PM	Ryan Joseph	Voted Yea

Cancel

raise.

Motion Details



Motion *

Motion to extend Jack Albertine contract

Vote Expiration Date *

Jan-19-2024

Motion Created By *

Andrew Robles

Motion Seconded By

Michael Cawley

Public Notes

This motion is to extend the Jack Albertine contract at its current rate with a month to month extension. Cancellation will be with a 30 days notice from either party.

Date & Time

By

Status

Jan-16-2024 4:29 PM	Andrew Robles	Created
Jan-16-2024 4:29 PM	Andrew Robles	Notice Sent
Jan-16-2024 4:29 PM	Michael Cawley	Seconded
Jan-16-2024 4:29 PM	Michael Cawley	Voted Yea
Jan-16-2024 5:01 PM	Kenneth Seiden	Voted Yea
Jan-16-2024 5:10 PM	Joshua Rockwood	Voted Yea
Jan-16-2024 5:17 PM	Ryan Fogelsanger	Voted Yea
Jan-16-2024 5:25 PM	Ryan Joseph	Voted Yea
Jan-16-2024 6:04 PM	Kurt Hanson	Voted Yea

Cancel



AA

apa2118.unionimpact.com



Motion Details



Motion *

Motion to add functionality to FPL requests

Vote Expiration Date *

Mar-05-2024

Motion Created By *

Andrew Robles

Motion Seconded By

Kenneth Seiden

Public Notes

This motion is to change the Flight Pay Loss Module on Union Impact to more closely align with the requirements of the contract for Long-Term FPL. This change will incorporate a new feature that depicts and categorizes a Long-Term FPL request more accurately by bid period rather than an arbitrary date range. The user interface will add a Long-Term toggle for the admin to select and the report generated to provide the company will be modified. The costs incurred for this change request will be \$600.

Date & Time

By

Status

Mar-01-2024 4:38 PM

Andrew Robles

Created

Mar-01-2024 4:38 PM

Andrew Robles

Notice Sent

Mar-01-2024 4:39 PM

Kenneth Seiden

Seconded

Mar-01-2024 4:39 PM

Kenneth Seiden

Voted Yea

Mar-01-2024 9:07 PM

Joshua Rockwood

Voted Yea

Mar-02-2024 8:49 AM

Andrew Robles

Voted Yea

Mar-04-2024 2:24 AM

Ryan Joseph

Abstained

Mar-04-2024 9:35 AM

Michael Cawley

Voted Yea

Cancel



Members



Reports



Export



Joshua Rockwood

Motion Details ×

Motion *

Recording Secretary Online continued training

Vote Expiration Date *

Feb-17-2024

Motion Created By *

Joshua Rockwood

Motion Seconded By

Kenneth Seiden

Public Notes

Motion for continued education for Recording Secretary, Joshua Rockwood. This is an online course for \$67.00. The overview are the principles and guidelines from Robert's Rules of Order that clerks and secretaries must know for processing meeting minutes. We will discuss the 4 different types of minutes, recording votes, the minutes approval process, voting and abstaining, how to change minutes once adopted, and more. We will also cover the role and authority of the clerk/secretary and describe when and how staff should speak up.

www.Robertrulesonlinecourses.com

Date & Time	By	Status
Feb-13-2024 12:44 PM	Joshua Rockwood	Created
Feb-13-2024 12:44 PM	Joshua Rockwood	Notice Sent
Feb-13-2024 12:46 PM	Kenneth Seiden	Seconded
Feb-13-2024 12:46 PM	Kenneth Seiden	Voted Yea
Feb-13-2024 1:00 PM	Joshua Rockwood	Voted Yea
Feb-14-2024 12:32 PM	Andrew Robles	Voted Yea
Feb-15-2024 1:58 PM	Michael Cawley	Voted Yea
Feb-16-2024 5:29 AM	Ryan Joseph	Voted Yea

Cancel

Motion Details

✕

Motion *

Motion to adopt the attached policy and procedure m

Vote Expiration Date *

Feb-15-2024

Motion Created By *

Andrew Robles ▼

Motion Seconded By

Joshua Rockwood ▼

Public Notes

This motion is to adopt the attached policy and procedure manual. Modifications can be made at a later date with a majority vote of the Eboard.

De

Date & Time	By	Status
Feb-12-2024 4:58 PM	Andrew Robles	Created
Feb-12-2024 4:58 PM	Andrew Robles	Notice Sent
Feb-12-2024 4:59 PM	Joshua Rockwood	Seconded
Feb-12-2024 4:59 PM	Joshua Rockwood	Voted Yea
Feb-12-2024 6:01 PM	Kenneth Seiden	Voted Yea
Feb-12-2024 6:38 PM	Ryan Fogelsanger	Voted Yea
Feb-12-2024 8:57 PM	Ryan Joseph	Voted Nay
Feb-13-2024 12:43 AM	Andrew Robles	Voted Yea
Feb-13-2024 12:43 AM	Michael Cawley	Voted Yea

Files

Name	Description	Actions
Procedures Manual final no tracking	Policy and Procedures Manual for Local 2118 V1	

Motion Details



Motion *

LM2 Audit

Vote Expiration Date *

Feb-07-2023

Motion Created By *

Andrew Robles

Motion Seconded By

Michael Cawley

Public Notes

Each year we are required to do an LM2 audit. We have employed Calibre CPA Group for the past two years. I motion that we continue to use them. The cost of their work is \$11500 for the audit. This data will identify any potential for audit issues we might incur. They will perform the audit independently and report any concerns.

Date & Time

By

Status

Feb-01-2023 7:27 PM	Andrew Robles	Created
Feb-01-2023 7:27 PM	Andrew Robles	Notice Sent
Feb-01-2023 7:28 PM	Andrew Robles	Voted Yea
Feb-01-2023 10:13 PM	Michael Cawley	Seconded
Feb-01-2023 10:13 PM	Michael Cawley	Voted Yea
Feb-01-2023 11:59 PM	Ryan Joseph	Voted Yea
Feb-02-2023 2:28 AM	Joshua Rockwood	Voted Yea

Cancel

Motion Details



Motion *

Request for new Computer

Vote Expiration Date *

Feb-07-2023

Motion Created By *

Andrew Robles

Motion Seconded By

Michael Cawley

Public Notes

I am requesting a new computer with an 4 TB hard drive to handle the video editing necessary for the GMM meetings and our videos in general. . (1.5 hours of video at HD). The cost of the new MacBook Pro with the large hard drive is just under \$5800.00.

Date & Time	By	Status
Feb-01-2023 9:32 PM	Andrew Robles	Created
Feb-01-2023 9:32 PM	Andrew Robles	Notice Sent
Feb-01-2023 10:14 PM	Michael Cawley	Seconded
Feb-01-2023 10:14 PM	Michael Cawley	Voted Yea
Feb-01-2023 11:59 PM	Ryan Joseph	Voted Yea
Feb-02-2023 2:28 AM	Joshua Rockwood	Voted Yea
Feb-02-2023 12:42 PM	Andrew Robles	Voted Yea

Cancel

Motion Details



Motion *

Motion for Education expenses

Vote Expiration Date *

Jan-31-2023

Motion Created By *

Andrew Robles

Motion Seconded By

Michael Cawley

Public Notes

I am putting in a motion to request education expenses for myself and Ryan Joseph to attend Negotiation classes. The cost is approx. \$2000 Per person. (4k total)
Successful completion of the classes will result in a certification for Negotiation. I believe this will be helpful to deter the qualification questions.

Date & Time	By	Status
Jan-21-2023 5:06 PM	Andrew Robles	Created
Jan-21-2023 5:06 PM	Andrew Robles	Notice Sent
Jan-21-2023 5:08 PM	Michael Cawley	Seconded
Jan-21-2023 5:08 PM	Michael Cawley	Voted Yea
Jan-21-2023 5:15 PM	Joshua Rockwood	Voted Yea
Jan-21-2023 5:31 PM	Ryan Joseph	Voted Yea
Jan-21-2023 6:03 PM	Andrew Robles	Voted Yea

Cancel

Allegiant Air

Local 2118 - President Robles - Flight Pay Loss Payments

Month	Hours	Amount	Month	Hours	Amount
Jan-23	108	26,935.20	Jan-21	80	18,878.10
Feb-23	120	30,554.40	Feb-21	92	22,631.37
Mar-23	120	30,554.40	Mar-21	92	21,290.94
Apr-23	120	30,554.40	Apr-21	96	22,452.66
May-23	120	30,554.40	May-21	96	23,082.78
Jun-23	120	30,554.40	Jun-21	96	23,909.58
Jul-23	120	30,554.40	Jul-21	108	26,665.74
Aug-23	124	31,760.80	Aug-21	108	26,935.20
Sep-23	120	30,554.40	Sep-21	88	21,251.20
Oct-23	64	16,448.86	Oct-21	88	22,414.91
Nov-23	64	16,448.86	Nov-21	92	23,501.63
Dec-23	120	30,554.40	Dec-21	104	26,007.20
2023 Actual Salary	1320	336,028.92	2021 Actual Salary	1140	279,021.31
* Reported on LM 2 - 2023		374,842.00	* Reported on LM 2 - 2023		279,777.00
Difference		(38,813.08)	Difference		(755.69)

Vacation payments affect lower reporting hours due to company issuing separate checks.

Vacation payments are not considered "Lost Time" or Flight Pay Loss

Month	Hours	Amount	Month	Hours	Amount
Jan-22	112	28,141.60	Jan-20	0	-
Feb-22	116	29,348.00	Feb-20	0	-
Mar-22	120	30,554.40	Mar-20	0	-
Apr-22	120	30,554.40	Apr-20	0	-
May-22	120	30,554.40	May-20	0	-
Jun-22	120	30,554.40	Jun-20	80	18,691.40
Jul-22	120	30,554.40	Jul-20	96.02	22,235.40
Aug-22	120	30,554.40	Aug-20	96	22,452.66
Sep-22	120	30,554.40	Sep-20	96	22,452.66
Oct-22	96	24,708.03	Oct-20	88	22,452.66
Nov-22	64	16,448.86	Nov-20	96	22,452.66
Dec-22	120	30,554.40	Dec-20	20	5,358.71
2022 Annual Salary	1348	343,081.69	2020 Actual Salary	572	136,096.15
* Reported on LM 2 - 2023		296,890.00	* Reported on LM 2 - 2023		105,574.00
Difference		46,191.69			30,522.15

* The "Reported on LM -2" Column is classified as "Lost Time" payments (Flight Pay Loss) where the Local Reimbursed the Company. The difference between Annual Salary and "Reported on LM - 2" is a timing issue of when the Local is invoiced by the Company and paid. For Example, LM 2 Column 2022 reflects 10 pay periods while 2023 reflects 13 pay periods. Per DOL, because FPL is consider "Lost Time", the Local is in compliance as reported on the LM-2

- A. The Company shall admit a reasonable number of officially designated representatives of the Union to those areas of its property where Crew Members generally congregate and to the various offices of the Company for the purpose of attending meetings with management and administering the Agreement.
- B. The Union shall notify the Company in writing and in a timely manner of the designation and/or election of its various representatives.
- C. The rights of Crew Members to a Union representative during investigatory, disciplinary and grievance meetings and hearings shall be specified in the Agreement.
- D. Representatives of the Union shall be provided an opportunity (a minimum of two (2) hours) to meet with and address the Company's New Hire Crew Members at a mutually agreed upon time during Company indoctrination training. The Union will advise the Company in advance as to who its representative(s) will be at these meetings. Any costs for such meetings, other than the facility if the meeting is held in Company facilities, shall be the responsibility of the Union. Nothing contained herein shall prohibit a Union representative(s) from continuing a meeting beyond two (2) hours at the Company's facility outside of normal training hours with the Company's permission.
- E. Flight Pay Loss Administration will be administered in the following manner:
 - 1. Requests for release from duty for Crew Members performing Union duties shall be made to the Vice President-Flight Operations or his designee. Such requests shall be signed by the President of IBT Local 2750, or his designee. Requests shall be transmitted to the Company in writing as far in advance as practicable. The request will indicate names, dates and duration for which release is requested.
 - 2. Unless otherwise agreed, the Vice President-Flight Operations, or his designee, shall respond in writing and transmit such response in writing to the Union office as soon as practicable, but not later than seven (7) business days following receipt of a request.
 - 3. Any response denying or limiting additional leave requests shall include a statement of the grounds upon which such request was denied or limited. If a request for Union leave is denied or limited on account of staffing shortages, the Crew Member may, on his own, attempt to arrange for another Crew Member to fly his trip(s). However, the Company must approve such an arrangement in advance to ensure that both Crew Members will be legal and otherwise available to fly their remaining assignments during their Bid Period. Requests for the removal of Crew Members from flying pursuant to this Agreement shall not be unreasonably requested or denied.
 - 4. The Union shall notify the Company promptly when leaves are canceled or terminated before the requested date.

5. Each Crew Member, upon returning from Union duty, shall contact Crew Scheduling immediately to advise the Company of his return and availability for duty.
6. A Crew Member approved for release from flight duty for an entire Bid-Month shall not be eligible to bid for the Bid Month in which leave is taken.
7. A Crew Member shall receive five (5) hours of credit and pay for each Day of approved Union leave. A Crew Member shall continue to receive, earn and accrue seniority and Longevity and remain eligible for all benefits of employment as if he had not been released.
8. A Crew Member released from Company duty to perform Union duty may submit standing bids pursuant to the criteria applicable to active Crew Members in Article 24 (Filling of Vacancies), and any vacancy awarded will be deemed a phantom Position and awarded pursuant to the procedure set forth in Article 13.J.3. (Leaves of Absence) if the effective date of the award conflicts with the performance of Union duty.
9. The Company shall invoice the Union each month for reimbursement of the value of all Days of release for Union business (taking into account the monthly credit provided in Article 13.I.1., above), together with a fringe benefits override to offset payroll taxes and the Company's contribution to the Crew Member's benefits. The fringe benefit override shall be twenty-five and one-half percent (25.5%). Invoices shall be submitted directly to the Local Union President. Reimbursement shall be made to the Company no later than thirty (30) days after the invoice is received by the Union.
10. When a Crew Member(s) returns from Union Leave of Absence, the Union's obligation to repay the Company for any pay and benefits will cease when the Crew Member is again qualified on the aircraft to which he will be regularly assigned.

8. OFFICER AND STAFF COMPENSATION

8.01 President

The salary of the President of APA shall be 110 hours paid at the hourly Captain's rate of the highest paying equipment group currently operated by AA. (05/16/2017) Additionally, the President will receive a monthly stipend of two thousand (\$2,000.00) dollars. (12/28/2012)

8.02 Vice President and Secretary-Treasurer

The salary of the Vice President and Secretary-Treasurer shall be 105 hours paid at the hour rate of the higher of their 4-part bid status or Group II Captain rates. Additionally, the Vice President and Secretary-Treasurer will receive a monthly stipend of one thousand five hundred (\$1,500.00) dollars. (05/16/2017)

8.03 National Officer's Duty Expectation and Currency

National Officers are eligible under Section 11F of the CBA for full time leave from American Airlines in order to fulfill their duties with the Association. National Officers will bid reserve and utilize the PU-if-needed provisions contained in the CBA (currently LOA 04-01 and Letter II). National Officers wishing to retain their aircraft currency will utilize the displacement rights contained in the CBA [currently Letter HH(2)]. (05/16/2017)

8.04 National Officers' Compensation

The Board of Directors shall review the National Officers' compensation at the regular Fall Board meeting.



Full Pay Tables

Captain – Effective 1/1/2024

Aircraft	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
A380	\$ 430.88	\$ 434.37	\$ 437.93	\$ 441.44	\$ 445.00	\$ 448.50	\$ 452.03	\$ 455.51	\$ 459.04	\$ 462.55	\$ 466.06	\$ 469.59
B747	\$ 430.88	\$ 434.37	\$ 437.93	\$ 441.44	\$ 445.00	\$ 448.50	\$ 452.03	\$ 455.51	\$ 459.04	\$ 462.55	\$ 466.06	\$ 469.59
B777	\$ 410.37	\$ 413.70	\$ 417.09	\$ 420.44	\$ 423.82	\$ 427.14	\$ 430.51	\$ 433.83	\$ 437.19	\$ 440.53	\$ 443.87	\$ 447.24
B787	\$ 410.37	\$ 413.70	\$ 417.09	\$ 420.44	\$ 423.82	\$ 427.14	\$ 430.51	\$ 433.83	\$ 437.19	\$ 440.53	\$ 443.87	\$ 447.24
B767-400	\$ 410.37	\$ 413.70	\$ 417.09	\$ 420.44	\$ 423.82	\$ 427.14	\$ 430.51	\$ 433.83	\$ 437.19	\$ 440.53	\$ 443.87	\$ 447.24
A350	\$ 410.37	\$ 413.70	\$ 417.09	\$ 420.44	\$ 423.82	\$ 427.14	\$ 430.51	\$ 433.83	\$ 437.19	\$ 440.53	\$ 443.87	\$ 447.24
A340	\$ 410.37	\$ 413.70	\$ 417.09	\$ 420.44	\$ 423.82	\$ 427.14	\$ 430.51	\$ 433.83	\$ 437.19	\$ 440.53	\$ 443.87	\$ 447.24
A330	\$ 410.37	\$ 413.70	\$ 417.09	\$ 420.44	\$ 423.82	\$ 427.14	\$ 430.51	\$ 433.83	\$ 437.19	\$ 440.53	\$ 443.87	\$ 447.24
B767-200/300	\$ 340.36	\$ 343.25	\$ 346.03	\$ 348.84	\$ 351.81	\$ 354.55	\$ 357.17	\$ 360.13	\$ 362.69	\$ 366.59	\$ 370.54	\$ 374.36
B757	\$ 340.36	\$ 343.25	\$ 346.03	\$ 348.84	\$ 351.81	\$ 354.55	\$ 357.17	\$ 360.13	\$ 362.69	\$ 366.59	\$ 370.54	\$ 374.36
A300	\$ 340.36	\$ 343.25	\$ 346.03	\$ 348.84	\$ 351.81	\$ 354.55	\$ 357.17	\$ 360.13	\$ 362.69	\$ 366.59	\$ 370.54	\$ 374.36
A321XLR (block hour rate)	\$ 340.36	\$ 343.25	\$ 346.03	\$ 348.84	\$ 351.81	\$ 354.55	\$ 357.17	\$ 360.13	\$ 362.69	\$ 366.59	\$ 370.54	\$ 374.36
A321neo (block hour rate)	\$ 340.36	\$ 343.25	\$ 346.03	\$ 348.84	\$ 351.81	\$ 354.55	\$ 357.17	\$ 360.13	\$ 362.69	\$ 366.59	\$ 370.54	\$ 374.36
B737-MAX10 (block hour rate)	\$ 340.36	\$ 343.25	\$ 346.03	\$ 348.84	\$ 351.81	\$ 354.55	\$ 357.17	\$ 360.13	\$ 362.69	\$ 366.59	\$ 370.54	\$ 374.36
A320neo	\$ 331.01	\$ 333.61	\$ 336.23	\$ 338.95	\$ 341.71	\$ 344.44	\$ 347.16	\$ 349.87	\$ 352.65	\$ 355.28	\$ 358.06	\$ 360.85
A319neo	\$ 331.01	\$ 333.61	\$ 336.23	\$ 338.95	\$ 341.71	\$ 344.44	\$ 347.16	\$ 349.87	\$ 352.65	\$ 355.28	\$ 358.06	\$ 360.85
A321	\$ 331.01	\$ 333.61	\$ 336.23	\$ 338.95	\$ 341.71	\$ 344.44	\$ 347.16	\$ 349.87	\$ 352.65	\$ 355.28	\$ 358.06	\$ 360.85
A320	\$ 331.01	\$ 333.61	\$ 336.23	\$ 338.95	\$ 341.71	\$ 344.44	\$ 347.16	\$ 349.87	\$ 352.65	\$ 355.28	\$ 358.06	\$ 360.85
A319	\$ 331.01	\$ 333.61	\$ 336.23	\$ 338.95	\$ 341.71	\$ 344.44	\$ 347.16	\$ 349.87	\$ 352.65	\$ 355.28	\$ 358.06	\$ 360.85
B737 - MAX9	\$ 331.01	\$ 333.61	\$ 336.23	\$ 338.95	\$ 341.71	\$ 344.44	\$ 347.16	\$ 349.87	\$ 352.65	\$ 355.28	\$ 358.06	\$ 360.85
B737 - MAX8	\$ 331.01	\$ 333.61	\$ 336.23	\$ 338.95	\$ 341.71	\$ 344.44	\$ 347.16	\$ 349.87	\$ 352.65	\$ 355.28	\$ 358.06	\$ 360.85
B737 - MAX7	\$ 331.01	\$ 333.61	\$ 336.23	\$ 338.95	\$ 341.71	\$ 344.44	\$ 347.16	\$ 349.87	\$ 352.65	\$ 355.28	\$ 358.06	\$ 360.85
B737-900	\$ 331.01	\$ 333.61	\$ 336.23	\$ 338.95	\$ 341.71	\$ 344.44	\$ 347.16	\$ 349.87	\$ 352.65	\$ 355.28	\$ 358.06	\$ 360.85
B737-800	\$ 331.01	\$ 333.61	\$ 336.23	\$ 338.95	\$ 341.71	\$ 344.44	\$ 347.16	\$ 349.87	\$ 352.65	\$ 355.28	\$ 358.06	\$ 360.85
B737-700	\$ 331.01	\$ 333.61	\$ 336.23	\$ 338.95	\$ 341.71	\$ 344.44	\$ 347.16	\$ 349.87	\$ 352.65	\$ 355.28	\$ 358.06	\$ 360.85
MD-80	\$ 331.01	\$ 333.61	\$ 336.23	\$ 338.95	\$ 341.71	\$ 344.44	\$ 347.16	\$ 349.87	\$ 352.65	\$ 355.28	\$ 358.06	\$ 360.85
A220-300	\$ 331.01	\$ 333.61	\$ 336.23	\$ 338.95	\$ 341.71	\$ 344.44	\$ 347.16	\$ 349.87	\$ 352.65	\$ 355.28	\$ 358.06	\$ 360.85
A220-100	\$ 304.60	\$ 307.13	\$ 309.59	\$ 312.11	\$ 314.62	\$ 317.16	\$ 319.64	\$ 322.15	\$ 324.63	\$ 327.15	\$ 329.69	\$ 332.21
E-190-E2/E195-E2	\$ 304.60	\$ 307.13	\$ 309.59	\$ 312.11	\$ 314.62	\$ 317.16	\$ 319.64	\$ 322.15	\$ 324.63	\$ 327.15	\$ 329.69	\$ 332.21
E195	\$ 248.98	\$ 250.83	\$ 252.88	\$ 254.98	\$ 256.92	\$ 259.01	\$ 260.99	\$ 263.04	\$ 265.08	\$ 267.13	\$ 269.22	\$ 271.20
E190	\$ 211.83	\$ 213.40	\$ 215.19	\$ 216.92	\$ 218.56	\$ 220.31	\$ 222.05	\$ 223.79	\$ 225.52	\$ 227.28	\$ 229.03	\$ 230.73
CRJ1000	\$ 211.83	\$ 213.40	\$ 215.19	\$ 216.92	\$ 218.56	\$ 220.31	\$ 222.05	\$ 223.79	\$ 225.52	\$ 227.28	\$ 229.03	\$ 230.73
MRJ-100	\$ 211.83	\$ 213.40	\$ 215.19	\$ 216.92	\$ 218.56	\$ 220.31	\$ 222.05	\$ 223.79	\$ 225.52	\$ 227.28	\$ 229.03	\$ 230.73

First Officer – Effective 1/1/2024

Aircraft	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
A380	\$ 116.05	\$ 232.42	\$ 271.96	\$ 278.57	\$ 285.20	\$ 292.45	\$ 300.56	\$ 307.46	\$ 310.80	\$ 315.02	\$ 317.85	\$ 320.78
B747	\$ 116.05	\$ 232.42	\$ 271.96	\$ 278.57	\$ 285.20	\$ 292.45	\$ 300.56	\$ 307.46	\$ 310.80	\$ 315.02	\$ 317.85	\$ 320.78
B777	\$ 116.05	\$ 221.35	\$ 259.02	\$ 265.29	\$ 271.63	\$ 278.51	\$ 286.26	\$ 292.82	\$ 296.02	\$ 300.04	\$ 302.72	\$ 305.50
B787	\$ 116.05	\$ 221.35	\$ 259.02	\$ 265.29	\$ 271.63	\$ 278.51	\$ 286.26	\$ 292.82	\$ 296.02	\$ 300.04	\$ 302.72	\$ 305.50
B767-400	\$ 116.05	\$ 221.35	\$ 259.02	\$ 265.29	\$ 271.63	\$ 278.51	\$ 286.26	\$ 292.82	\$ 296.02	\$ 300.04	\$ 302.72	\$ 305.50
A350	\$ 116.05	\$ 221.35	\$ 259.02	\$ 265.29	\$ 271.63	\$ 278.51	\$ 286.26	\$ 292.82	\$ 296.02	\$ 300.04	\$ 302.72	\$ 305.50
A340	\$ 116.05	\$ 221.35	\$ 259.02	\$ 265.29	\$ 271.63	\$ 278.51	\$ 286.26	\$ 292.82	\$ 296.02	\$ 300.04	\$ 302.72	\$ 305.50
A330	\$ 116.05	\$ 221.35	\$ 259.02	\$ 265.29	\$ 271.63	\$ 278.51	\$ 286.26	\$ 292.82	\$ 296.02	\$ 300.04	\$ 302.72	\$ 305.50
B767-200/300	\$ 116.05	\$ 183.63	\$ 214.89	\$ 220.13	\$ 225.52	\$ 231.16	\$ 237.53	\$ 243.10	\$ 245.56	\$ 249.64	\$ 252.71	\$ 255.69
B757	\$ 116.05	\$ 183.63	\$ 214.89	\$ 220.13	\$ 225.52	\$ 231.16	\$ 237.53	\$ 243.10	\$ 245.56	\$ 249.64	\$ 252.71	\$ 255.69
A300	\$ 116.05	\$ 183.63	\$ 214.89	\$ 220.13	\$ 225.52	\$ 231.16	\$ 237.53	\$ 243.10	\$ 245.56	\$ 249.64	\$ 252.71	\$ 255.69
A321XLR (block hour rate)	\$ 116.05	\$ 183.63	\$ 214.89	\$ 220.13	\$ 225.52	\$ 231.16	\$ 237.53	\$ 243.10	\$ 245.56	\$ 249.64	\$ 252.71	\$ 255.69
A321neo (block hour rate)	\$ 116.05	\$ 183.63	\$ 214.89	\$ 220.13	\$ 225.52	\$ 231.16	\$ 237.53	\$ 243.10	\$ 245.56	\$ 249.64	\$ 252.71	\$ 255.69
B737-MAX10 (block hour rate)	\$ 116.05	\$ 183.63	\$ 214.89	\$ 220.13	\$ 225.52	\$ 231.16	\$ 237.53	\$ 243.10	\$ 245.56	\$ 249.64	\$ 252.71	\$ 255.69
A320neo	\$ 116.05	\$ 178.45	\$ 208.82	\$ 213.87	\$ 219.01	\$ 224.58	\$ 230.87	\$ 236.20	\$ 238.73	\$ 241.98	\$ 244.20	\$ 246.47
A319neo	\$ 116.05	\$ 178.45	\$ 208.82	\$ 213.87	\$ 219.01	\$ 224.58	\$ 230.87	\$ 236.20	\$ 238.73	\$ 241.98	\$ 244.20	\$ 246.47
A321	\$ 116.05	\$ 178.45	\$ 208.82	\$ 213.87	\$ 219.01	\$ 224.58	\$ 230.87	\$ 236.20	\$ 238.73	\$ 241.98	\$ 244.20	\$ 246.47
A320	\$ 116.05	\$ 178.45	\$ 208.82	\$ 213.87	\$ 219.01	\$ 224.58	\$ 230.87	\$ 236.20	\$ 238.73	\$ 241.98	\$ 244.20	\$ 246.47
A319	\$ 116.05	\$ 178.45	\$ 208.82	\$ 213.87	\$ 219.01	\$ 224.58	\$ 230.87	\$ 236.20	\$ 238.73	\$ 241.98	\$ 244.20	\$ 246.47
B737 - MAX9	\$ 116.05	\$ 178.45	\$ 208.82	\$ 213.87	\$ 219.01	\$ 224.58	\$ 230.87	\$ 236.20	\$ 238.73	\$ 241.98	\$ 244.20	\$ 246.47
B737 - MAX8	\$ 116.05	\$ 178.45	\$ 208.82	\$ 213.87	\$ 219.01	\$ 224.58	\$ 230.87	\$ 236.20	\$ 238.73	\$ 241.98	\$ 244.20	\$ 246.47
B737 - MAX7	\$ 116.05	\$ 178.45	\$ 208.82	\$ 213.87	\$ 219.01	\$ 224.58	\$ 230.87	\$ 236.20	\$ 238.73	\$ 241.98	\$ 244.20	\$ 246.47
B737-900	\$ 116.05	\$ 178.45	\$ 208.82	\$ 213.87	\$ 219.01	\$ 224.58	\$ 230.87	\$ 236.20	\$ 238.73	\$ 241.98	\$ 244.20	\$ 246.47
B737-800	\$ 116.05	\$ 178.45	\$ 208.82	\$ 213.87	\$ 219.01	\$ 224.58	\$ 230.87	\$ 236.20	\$ 238.73	\$ 241.98	\$ 244.20	\$ 246.47
B737-700	\$ 116.05	\$ 178.45	\$ 208.82	\$ 213.87	\$ 219.01	\$ 224.58	\$ 230.87	\$ 236.20	\$ 238.73	\$ 241.98	\$ 244.20	\$ 246.47
MD-80	\$ 116.05	\$ 178.45	\$ 208.82	\$ 213.87	\$ 219.01	\$ 224.58	\$ 230.87	\$ 236.20	\$ 238.73	\$ 241.98	\$ 244.20	\$ 246.47
A220-300	\$ 116.05	\$ 178.45	\$ 208.82	\$ 213.87	\$ 219.01	\$ 224.58	\$ 230.87	\$ 236.20	\$ 238.73	\$ 241.98	\$ 244.20	\$ 246.47
A220-100	\$ 116.05	\$ 164.31	\$ 192.27	\$ 196.91	\$ 201.66	\$ 206.77	\$ 212.55	\$ 217.45	\$ 219.79	\$ 222.80	\$ 224.85	\$ 226.89
E-190-E2/E195-E2	\$ 116.05	\$ 164.31	\$ 192.27	\$ 196.91	\$ 201.66	\$ 206.77	\$ 212.55	\$ 217.45	\$ 219.79	\$ 222.80	\$ 224.85	\$ 226.89
E195	\$ 116.05	\$ 134.20	\$ 157.05	\$ 160.87	\$ 164.71	\$ 168.87	\$ 173.55	\$ 177.56	\$ 179.47	\$ 181.92	\$ 183.61	\$ 185.25
E190	\$ 116.05	\$ 116.05	\$ 133.60	\$ 136.85	\$ 140.10	\$ 143.65	\$ 147.65	\$ 151.06	\$ 152.67	\$ 154.75	\$ 156.21	\$ 157.57
CRJ1000	\$ 116.05	\$ 116.05	\$ 133.60	\$ 136.85	\$ 140.10	\$ 143.65	\$ 147.65	\$ 151.06	\$ 152.67	\$ 154.75	\$ 156.21	\$ 157.57
MRJ-100	\$ 116.05	\$ 116.05	\$ 133.60	\$ 136.85	\$ 140.10	\$ 143.65	\$ 147.65	\$ 151.06	\$ 152.67	\$ 154.75	\$ 156.21	\$ 157.57

Experience Matters

Captain Ryan Joseph



In his multifaceted role, Ryan is a member of the System Board of Adjustment, where he contributes significantly to strategy development and execution in negotiations. His involvement in the negotiating committee is marked by insightful contributions during Section 6 negotiations, and he plays a vital role in developing strategic objectives for the local. Ryan's responsibilities extend to conducting grievance hearings, maintaining daily operations, and representing pilots in critical Section 18 and Section 25 meetings. His achievements further include active participation in the negotiations and formulation of numerous Grievance Settlement Agreements (GSAs) and Memorandums of Understanding (MOUs), alongside fulfilling the financial duties incumbent upon the Secretary-Treasurer.

Ryan's dedication to his profession is further exemplified by his continued active service as a line pilot, balancing his Executive Board responsibilities with his passion for flying.

As this Executive Board seeks reelection, Ryan advocates for the continued service of all seven members. Under their collective leadership, the board has demonstrated unparalleled experience and commitment, driving significant advancements and advocating effectively for the pilot group. Experience matters!

Ryan P. Joseph
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3104895600c@earthlink.net

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Experience Matters

Ryan Joseph, a dedicated and experienced pilot, serves as a Captain based out of LAS and holds a pivotal role as the Secretary-Treasurer on the Executive Board. Since joining Allegiant in 2016, Ryan has flown both the MD-80 and the Airbus. His journey in union work began nearly five years ago as a Steward, where he quickly demonstrated an unwavering commitment to his role and membership. His exceptional service and leadership skills led to being asked by the President to run on his slate as a Trustee on the Executive Board after Local 2118 was founded. This was later followed by his appointment as Secretary-Treasurer.

In his multifaceted role, Ryan is a member of the team, contributing significantly to strategy development and execution in arbitrations. His involvement in the negotiating committee is marked by insightful contributions during Section 6 negotiations, and he plays a vital role in crafting strategic objectives for the Local. Ryan's responsibilities extend to conducting grievance hearings, maintaining daily operations, and representing pilots in critical Section 18 and Section 25 meetings. His achievements further include active participation in the negotiations and formulation of numerous Grievance Settlement Agreements (GSAs) and Memorandums of Understanding (MOUs), alongside fulfilling the financial duties incumbent upon the Secretary-Treasurer. His commitment is exemplified by his continued active service as a line pilot, in line with his passion for flying.

As this Executive Board seeks reelection, Ryan advocates for the continued service of all seven members. Under their collective leadership, the board has demonstrated unparalleled experience in advocating effectively for the pilot group. Experience matters!

Ryan P. Joseph
310.489.5600 c
3104895600@earthlink.net



Robles/Joseph Experience Matters Slate



Ryan Joseph · November 24, 2023 · 🌐

I would like to take the time to address why the other slate left the Secretary-Treasurer position unopposed. It is to absorb the experience that I have gained through my body of work as a Union volunteer. It is important to understand that this body of work is a culmination of contributions from every E-Board member. None of us work in a vacuum.

The "Experience Matters" slogan is not lip service. It is an important facet of what makes our team successful!



You, Eric White, Joshua Rockwood and 31 others

4 comments Seen by 34



Send

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	DATE	WHO	TIME	CHECK #	ITEMIZED RECEIPT	ESTABLISHMENT	LOCATION	BUSINESS PURPOSE	COST	WHAT	OTHERS IN ATTENDANCE	AMOUNT TO BE REIMBURSED	COMMENTS	LU 2118 RESPONSE
2	1/4/2024	KV			Y	Southwest Airlines		2024 Simulator, company sponsored	324.97	Airfare for Brent Ivory to attend a simulator.			No Executive Board approval.	This Union Business was approved as part of his duties as directed by the Eboard
3	1/3/2024	KV			Y	Delta Airlines		IBT meeting	14.99	Seat upgrade for Kurt Hansen.		14.99	Personal perk. No policy in place and was not approved. IBT meeting on Friday Jan. 5th?	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
4	12/28/2023	KV			Y	Nevada DMV	Nevada	None	283.00	Online Registration renewal for car.			Used wrong CC. This charge was on the other Local Union issued credit card (1125), not the main one (9577).	She wrote a check back to the Local on 1/4/24.
5	12/7/2023	KV			Y	Famous Daves	Las Vegas	New hire orientation	332.37	meals	None provided		No Executive Board approval. No sign-in sheet provided.	This Union Business was approved by the Eboard as part of new hire orientation
6	12/6/2023	AR			Y	Eggie's	Phoenix	to attend Captain's Dinner and New hire dinner	24.83	food		24.83	No Executive Board approval to attend dinners. Origin and destination not indicated. Necessary?	This Union Business was approved by the Eboard as part of upgrade. A motion was passed by the Eboard on this. Motion 47. Previously considered covered by 16.B of the bylaws.
7	12/6/2023	AR	12:30am		Y	777 Transportation	Las Vegas	Captain's Dinner	120.00	AR's ground transportation to attend dinner		120.00	No Executive Board approval to attend dinners. Origin and destination not indicated. Necessary?	This Union Business was approved by the Eboard as part of upgrade. A motion was passed by the Eboard on this. Motion 47. Previously considered covered by 16.B of the bylaws.
8	12/5/2023	AR	2:06pm		Y	Lyft	Las Vegas	Captain's Dinner	47.65	AR's ground transportation to attend dinner		47.65	No Executive Board approval to attend dinners. Origin and destination not indicated. Necessary?	This Union Business was approved by the Eboard as part of upgrade. A motion was passed by the Eboard on this. Motion 47. Previously considered covered by 16.B of the bylaws.
9	12/5/2023	AR	8:45pm		Y	Lyft	Las Vegas	Captain's Dinner	32.79	AR's ground transportation to attend dinner		32.79	No Executive Board approval to attend dinners. Origin and destination not indicated. Necessary?	This Union Business was approved by the Eboard as part of upgrade. A motion was passed by the Eboard on this. Motion 47. Previously considered covered by 16.B of the bylaws.
10	12/5/2023	KV			Y	Olive Garden	Henderson, NV	New hire dinner	561.41	meals	sign-in sheet attached		No Executive Board approval.	This Union Business was approved by the Eboard as part of upgrade. A motion was passed by the Eboard on this. Motion 46.
11	12/5/2023	KV			Y	Nora's Cuisine	Las Vegas	Captain Upgrade dinner	2,929.83	food and cash bar	sign-in sheet attached		No Executive Board approval.	This Union Business was approved by the Eboard as part of upgrade. A motion was passed by the Eboard on this. Motion 47. Previously considered covered by 16.B of the bylaws.
12	12/4/2023	AR			Y	Southwest Airlines		Captain Upgrade dinner	432.80	Airfare for 12/5 Captain's dinner.		432.80	No Executive Board approval to attend dinners. Origin and destination not indicated. Necessary?	This Union Business was approved by the Eboard as part of upgrade. A motion was passed by the Eboard on this. Motion 47. Previously considered covered by 16.B of the bylaws.
13	12/4/2023	KV			Y	Boulevard Trophy	Las Vegas	Captain Upgrade dinner	2,655.19	plaques	None given		No names provided, no Executive Board approval.	This Union Business was approved by the Eboard as part of upgrade. A motion was passed by the Eboard on this. Motion 47. Previously considered covered by 16.B of the bylaws.
14	12/4/2023	KV			Y	Smiths	Las Vegas	Captain Upgrade dinner	16.19	Unclear, fuel points?, all occasions?	None given	16.19	No names provided, unclear of what was purchased, no Executive Board approval.	
15	11/28/2023	KV			Y	Bell Trans	Las Vegas	Captain Upgrade dinner	342.24	transportation for captains to dinner.	None given		No names provided, no Executive Board approval.	This Union Business was approved by the Eboard as part of upgrade. A motion was passed by the Eboard on this. Motion 47. Previously considered covered by 16.B of the bylaws.
16	11/14/2023	KV			Y	Olive Garden	Henderson, NV	New hire dinner	632.63	meals	sign-in sheet attached		No Executive Board approval.	This Union Business was approved by the Eboard as part of upgrade. A motion was passed by the Eboard on this. Motion 46. Previously considered covered by 16.B of the bylaws.

Charged Parties
Exhibit
19
Date: 10-29-24
Lexitas

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	DATE	WHO	TIME	CHECK #	ITEMIZED RECEIPT	ESTABLISHMENT	LOCATION	BUSINESS PURPOSE	COST	WHAT	OTHERS IN ATTENDANCE	AMOUNT TO BE REIMBURSED	COMMENTS	LU 2118 RESPONSE
17	11/3/2023	KV			Y	Quality Lapel Pins	Littletton, CO	None provided	10,000.00	Ornaments for members			No Executive Board approval.	Approved by board, Motion 28
18	11/3/2023	KV			Y	Quality Lapel Pins	Littletton, CO	None provided	600.98	Pins for members			No Executive Board approval.	Approved by the board for Union Swag Union Pina.
19	10/27/2023	AR		Y		777 Transportation	Chicago, IL	Mediation	140.00	Transportation			No indication of origin and destination.	From home to phx airport RT
20	10/26/2023	AR		N		Wildfire	Chicago, IL	Mediation	547.12	?	K. Fogelsanger, R. Joseph, M. H. H.	547.12	Receipt provided.	Receipt Provided.
21	10/26/2023	KV		N		Sky Bridge	Chicago, IL	?	6.74	?		6.74	MISSING RECEIPT and no MRA provided.	
22	10/26/2023	KV		Y	N	DoubleTree Hotel (Hilton)	Chicago, IL	Mediation	65.89	Room service and State and Lake (bar?)	None given	65.89	No itemized receipt provided for charges on hotel folio.	
23	10/26/2023	Ryan Joseph (RJ)		Y		DoubleTree Hotel (Hilton)	Chicago, IL	Mediation	19.65	Roof Bar per receipt	None given	19.65	No itemized receipt for roof bar charge on Hotel Folio.	
24	10/24/2023	KV			Y	Olive Garden	Henderson, NV	New Hire Orientation	428.32	Meals	None given		Unreadable photo copy of receipt, no names provided with receipt.	Sign-in sheet and better copy of receipt provided.
25	10/24/2023	AR		N		Londonhouse	Chicago, IL	Mediation	47.35	?	R. Fogelsanger	47.35	Receipt provided.	Receipt Provided.
26	10/23/2023	AR		Y	N	DoubleTree Hotel (Hilton)	Chicago, IL	Mediation	28.72	Roof Bar per receipt		10.72	No itemized receipt \$18 credit applied	Credit was a HH perk.
27	10/23/2023	AR		N		Gino's East	Chicago, IL	Mediation	49.21	?		49.21	MISSING RECEIPT, MRA, not approved by Executive Board.	Receipt Provided.
28	10/23/2023	AR		N		Walgreens	Chicago, IL	Mediation	5.28	?		5.28	MISSING RECEIPT, MRA, not approved by the Executive Board.	MRA Approved by the Eboard on March 13 2024
29	10/23/2023	AR		N		Wildberry Pancakes	Chicago, IL	Mediation	75.22	?	R. Fogelsanger	75.22	MISSING RECEIPT, MRA, not approved by the Executive Board.	Receipt Provided.
30	10/23/2023	AR		N		Rosebud on the Park	Chicago, IL	Mediation	166.75	?	R. Fogelsanger, K. Seiden	166.75	MISSING RECEIPT, MRA, not approved by the Executive Board.	Receipt Provided.
31	10/23/2023	KV		Y		Ventura Vending	Chicago, IL	Mediation	25.00	transportation?			Need details!	
32	10/23/2023	KV	8:58am		Y	Rachale Kitchen	Las Vegas, NV	Mediation	19.51	Meal	None given	19.51	KV didn't provide a name on receipt. Meal in airport before flight to Chicago. No policy.	KV said she bought 2 meals, one for breakfast and one for lunch.
33	10/23/2023	KV	8:54am		Y	Port of Subs	Las Vegas, NV	Mediation	22.09	Meal	None given		Second meal in 4 minutes, KV didn't provide a name on receipt. Meal in airport before flight to Chicago. No policy.	See above.
34	10/22/2023	AR		N		Chelseas Kitchen	Phoenix, AZ	Mediation	21.27	?		21.27	MISSING RECEIPT, MRA, not approved by Executive Board. AR lives in AZ.	Receipt Provided.
35	10/22/2023	AR		N		Ohio St 8	Chicago, IL ?	Mediation	15.83	?		15.83	MISSING RECEIPT, MRA, not approved by Executive Board	MRA Approved by the Eboard on March 13 2024
36	10/18/2023	KV		Y		American Airlines		Mediation in Chicago	43.11	Seat upgrade for KV 10/23 LAS to ORD		43.11	Personal perk. No policy in place and was not approved.	
37	10/18/2023	KV		Y		American Airlines		Mediation in Chicago	39.19	Seat upgrade for KV 10/20 LAS to ORD		39.19	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
38	10/17/2023	KV		Y		American Airlines		Mediation in Chicago	81.00	Seat upgrade for R. Fogelsanger 10/22-10/26 PHX to ORD		81.00	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
39	10/11/2023	KV		Y		Live by Loews	Arlington, TX	SWAPA Conference	587.00	10/11, One night stay for Kurt Hansen in Premium Suite.			Room upgrade, not approved, no policy. Rooms start at \$250 and go up to \$499 per website.	Southwest Airlines Conference. Availability limited, had to book premium.
40	10/10/2023	Karen VamNostran d (KV)		Y		American Airlines		Mediation in Chicago	30.15	Seat Upgrade for AR 10/22-10/26 PHX to ORD		30.15	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
41	10/5/2023	Andrew Roubles (AR)		N		Chelseas Kitchen	Phoenix, AZ	Management meeting	44.45	?	K. Whipple	44.25	MISSING RECEIPT, MRA, not approved by Executive Board. AR lives in AZ.	Receipt Provided.
42	10/5/2023	AR		N		Sky Harbor Parking	Phoenix, AZ	Mediation in LA	6.00	Parking		6.00	MRA Approved by the Eboard on March 13 2024	MRA Approved by the Eboard on March 13 2024

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	DATE	WHO	TIME	CHECK #	ITEMIZED RECEIPT	ESTABLISHMENT	LOCATION	BUSINESS PURPOSE	COST	WHAT	OTHERS IN ATTENDANCE	AMOUNT TO BE REIMBURSED	COMMENTS	LU 2118 RESPONSE
43	10/3/2023	KV			Y	Olive Garden	Henderson, NV	New Hire Orientation	593.65	Meals	None provided		Unreadable photo copy of receipt, no names provided with receipt. No Executive Board approval.	Sign-in sheet and better copy of receipt provided
44	9/29/2023	KV			Y	American Airlines		SWAPA	103.68	Seat upgrades for K. Hansen.		103.68	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
45	9/28/2023	KV		Y	N	Courtyard by Marriott	Arden, NC	None provided	16.05	Lifts beverages on hotel folio for Joshua Rockwell.		16.05	No itemized receipt.	
46	9/27/2023	KV		Y		Courtyard by Marriott	Asheville, NC	Union Road Show	119.10	Hotel			Confirmation provided, no folio.	
47	9/25/2023	KV			Y	United Airlines			109.00	Seat upgrade for R. Joseph 10/23-10/26 LAS - ORD		109.00	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
48	9/25/2023	KV			Y	United Airlines			37.00	Seat upgrade for R. Joseph 10/23-10/26 ORD - LAS		37.00	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
49	9/24/2023	KV			Y	Live by Loews	Arlington, TX	SWAPA	593.80	Hotel			1 of 2, Room is not in the person's name who occupied the room.	Bookkeeper provided the names when asked.
50	9/24/2023	KV			Y	Live by Loews	Arlington, TX	SWAPA	593.80	Hotel			2 of 2, Room is not in the person's name who occupied the room.	Bookkeeper provided the names when asked.
51	9/22/2023	KV			Y	United Airlines		Mediation in Chicago	37.00	Seat upgrade for K. Seiden 10/23-10/26 LAX - ORD		37.00	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
52	9/22/2023	KV			Y	United Airlines		Mediation in Chicago	37.00	Seat upgrade for K. Seiden 10/23-10/26 ORD - LAX		37.00	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
53	9/14/2023	KV			Y	Uber		Mediation in LA	41.82	transportation			No indication of origin and destination.	
54	9/14/2023	AR		Y		777 Transportation		Mediation in LA	60.00	Transportation			No indication of origin and destination.	From home to phx airport RT
55	9/14/2023	AR		N		Embassy Suites	L.A.	Mediation in LA	44.97	?		44.97	MISSING RECEIPT, MRA, not approved by the Executive Board.	Receipt Provided.
56	9/13/2023	AR		N		Hamburger Concept	L.A.	Mediation in LA	41.45	?	R. Joseph	41.45	MISSING RECEIPT, MRA, not approved by the Executive Board.	Receipt Provided.
57	9/13/2023	KV			Y	Xelco		equipment	556.91	Computer			No Executive Board approval. Who is it assigned to?	
58	9/13/2023	KV			Y	American Airlines		Mediation in Chicago	24.52	Seat upgrade for J. Allen 10/23-10/26 TYS - ORD - TYS			Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
59	9/13/2023	KV			Y	American Airlines		Mediation in Chicago	34.49	Seat upgrade for K. VanNostrand 10/20 LAS - ORD		34.49	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
60	9/13/2023	KV			Y	United Airlines		Mediation in Chicago	109.00	Seat upgrade for K. VanNostrand 10/26 ORD - LAS		109.00	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
61	9/13/2023	KV			Y	United Airlines		Mediation in Chicago	109.00	Seat Upgrade for M. Urban (lawyer) 10/21 LAS - ORD		109.00	Read agreement. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
62	9/13/2023	KV			Y	United Airlines		Mediation in Chicago	109.00	Seat Upgrade for M. Urban (lawyer) 10/26 ORD - LAS		109.00	Read agreement. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
63	9/12/2023	KV			Y	Westchester Bakery	L.A.	Ryan's Birthday	61.46	cake	None provided	61.46	Was this necessary for Local Union business?	
64	9/12/2023	KV			Y	Olive Garden	Henderson, NV	New Hire Orientation	521.13	Meals	None provided		Unreadable photo copy of receipt, no names provided with receipt.	Sign-in sheet and better copy of receipt provided
65	9/12/2023	RJ			Y	Uber		Mediation in LA	36.42	Transportation			No indication of origin and destination.	
66	9/12/2023	RJ			Y	Uber		Mediation in LA	24.38	Transportation			No indication of origin and destination.	

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	DATE	WHO	TIME	CHECK #	ITEMIZED RECEIPT	ESTABLISHMENT	LOCATION	BUSINESS PURPOSE	COST	WHAT	OTHERS IN ATTENDANCE	AMOUNT TO BE REIMBURSED	COMMENTS	LU 2118 RESPONSE
67	9/11/2023	AR		Y		777 Transportation		Mediation in LA	60.00	Transportation			No indication of origin and destination.	From home to plix airport RT
68	9/11/2023	AR		N		Dodger Stadium	L.A.	Mediation in LA	121.36	?	S. Hegland, J. Allen, M. Urban	121.36	MISSING RECEIPT, MRA, not approved by the Executive Board.	MRA Approved by the Eboard on March 13 2024
69	9/11/2023	AR		N		LAX Sky Cal Pizza	L.A.	Mediation in LA	29.42	?	J. Allen	29.42	MISSING RECEIPT, MRA, not approved by the Executive Board.	MRA Approved by the Eboard on March 13 2024
70	9/11/2023	AR		N		Los Taquitos	L.A.	Mediation in LA	6.51	?		6.51	MISSING RECEIPT, MRA, not approved by the Executive Board.	MRA Approved by the Eboard on March 13 2024
71	9/11/2023	KV		Y	Y	Uber	Las Vegas	Mediation in LA	58.57	Transportation			No indication of origin and destination.	
72	9/11/2023	KV		Y	N	Embassy Suites	L.A.	None provided	8.00	?		8.00	No itemized receipt.	
73	9/3/2023	KV		Y	Y	American Airlines		Safety Jumpseat Conference	47.47	Preferred Seats for James Lowell			Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
74	8/25/2023	KV		Y	Y	Delta Airlines		"Funeral for Mario De Gioveia"	978.20	Airfare for Kurt Hanson.		978.20	Not Approved - Who is De Gioveia? No policy.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
75	8/25/2023	KV		Y	Y	American Airlines		"Funeral for Mario De Gioveia"	631.20	Airfare for Kurt Hanson.		631.20	Not Approved - Who is De Gioveia? No policy.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
76	8/24/2023	AR		Y	Y	American Airlines		No purpose listed	59.95	WIFI	N/A	59.95	Personal perk. No policy in place and was not approved.	Motion Passed to Approve Retro active Wifi Expenditures used for Union Business on March 13 2024
77	8/22/2023	KV		Y	Y	Olive Garden	Las Vegas	New Hire Orientation	497.69	meals			Unreadable photo copy of receipt, no names provided with receipt.	Approved under Motion 46 for New Hire Dinners
78	8/18/2023	KV		Y	Y	American Airlines		Mediation	104.43	Preferred Seats for Josh Allen.		104.43	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
79	8/15/2023	AR		N		Staples	Goodyear, AZ		87.03	Supplies	N/A	87.03	MISSING RECEIPT, P.O. lives in AZ	Returned
80	8/15/2023	AR		N		Suples	Goodyear, AZ		39.15	Supplies	N/A	39.15	MISSING RECEIPT, P.O. lives in AZ	Receipt Provided.
81	8/10/2023	KV	5:01pm		Y	Neighborhood Market	8500 Pena Blvd, Denver	CBA Negotiations	19.50	2 Waters, Trident Gun, Gummy Bears	K. Ilett Vanostranf D. Davis, B. Bosh	19.50	Incidental charges	
82	8/10/2023	KV		Y	N	Hyatt Place	6110 North Panasonic Way, Denver, CA	CBA Negotiations	129.08	Various Market Beverage Charges	Hemquist, Ryan Joseph	129.08	Hemquist 71.75 - Ryan 57.33 Total hotel folio 5087.50. No itemized receipts provided for charges on hotel folio.	
83	8/8/2023	KV		Y	N	Hyatt Place	6110 North Panasonic Way, Denver, CA	CBA Negotiations	9.00	Guest Market Beverage	Karen	9.00	Not itemized	
84	8/7/2023	KV		Y	Y	Uber		Mediation	11.53	Uber tip	N/A		No to or from	
85	8/7/2023	KV		Y	Y	Uber		Mediation	57.68	Uber Ride	N/A		No to or from	
86	8/7/2023	KV		Y	Y	Uber		Mediation	19.06	Cancellation Fee	N/A		No to or from, why was it cancelled?	
87	8/7/2023	KV		Y	N	Hyatt Place	6110 North Panasonic Way, Denver, CA	CBA Negotiations	15.00	Beverages		15.00	No itemized receipt.	
88	8/7/2023	KV	11:15pm	Y	N	C Cocorans	Las Vegas Airport	CBA Negotiations	28.57	Two Beers	Karen	28.57	Receipt not 100% itemized - missing one beer. All alcohol	
89	8/3/2023	AR		Y	Y	777 Transportation	Buckeye AZ to KPHX or back	Mediation	65.00	Ground Transportation			No "to or from"	From home to plix airport
90	8/3/2023	AR		Y	Y	777 Transportation	Buckeye AZ to KPHX or back	Mediation	60.00	Ground Transportation			No "to or from"	From Airport to home
91	8/1/2023	KV	3:43pm	Y	Y	Olive Garden	Henderson, NV	New hire orientation	438.06	Meals	No sign-in sheet		Request sign-in sheet	Approved under Motion 46 for New Hire Dinners
92	7/14/2023	AR		Y	Y	American Airlines		Mediation	59.95	WIFI		59.95	Personal perk. No policy in place and was not approved.	Motion Passed to Approve Retro active Wifi Expenditures used for Union Business on March 13 2024
93	7/19/2023	AR		Y	Y	Best Buy	online	None given	309.05	Computer equipment		309.05	No approval, personal? Who is this assigned to?	This was approved by the Eboard Motion 48. Keyboard and case for Ipad. Andrew Robles

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	DATE	WHO	TIME	CHECK #	ITEMIZED RECEIPT	ESTABLISHMENT	LOCATION	BUSINESS PURPOSE	COST	WHAT	OTHERS IN ATTENDANCE	AMOUNT TO BE REIMBURSED	COMMENTS	LU 2118 RESPONSE
94	7/17/2023	KV			Y	QualityLapelPins.com	Littleton, CO	None	1,449.98	Lapel Pins			No Executive Board approval. Not a licensed Vendor	
95	7/14/2023	KV			Y	United Airlines		Mediation	35.00	Preferred Seats for J. Allen.			Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
96	7/14/2023	KV			Y	United Airlines		Mediation	32.00	Seat upgrades for Ken Seiden.		32.00	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
97	7/14/2023	KV			Y	United Airlines		Mediation	35.00	Preferred Seats for J. Allen.			Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
98	7/10/2023	KV			Y	Famous Daves	Las Vegas	New hire orientation	529.64	Meals	No sign-in sheet		Request sign-in sheet	Approved under Motion 46 for New Hire Dinners
99	7/10/2023	KV			Y	Famous Daves	Las Vegas	New hire orientation	60.00	Tip for Meal	No sign-in sheet		Request sign-in sheet	Approved under Motion 46 for New Hire Dinners
100	7/7/2023	KV		N		Hyatt Reecency	?	Mediation	648.22	On Expense Report (ER) "Other Misc. Expenses"	?	648.22	MISSING RECEIPT Payment Final Payment Receipt	
101	6/24/2023	AR			Y	American Airlines		Negotiations	59.95	2 device monthly Wi-Fi plan		59.95	Personal perk. No policy in place and was not approved.	Motion Passed to Approve Retro active Wifi Expenditures used for Union Business on March 13 2024
102	6/23/2023	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Mediation	70.00	Transportation			No indication of origin and destination.	From home to phx airport
103	6/23/2023	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Mediation	70.00	Transportation			No indication of origin and destination.	From Airport to home
104	6/22/2023	KV		N		Amazon	?	?	14.99	?		14.99	MISSING RECEIPT, MRA is not approved by the Executive Board. MRA states "charged in error" Was the Local reimbursed?	
105	6/22/2023	KV	1:04pm		Y	Hyatt	Dallas, TX	Mediation	21.65	Candy		21.65	Incidentals?	
106	6/22/2023	AR	10:07pm	Y	N	Hyatt	Dallas, TX	Mediation	10.55	Negotiations	Andrew Kobles, Scott Hegland, Mike Urban, Kenny Seiden, Josh Allen	10.55	No itemized receipt	Purchased Waiters
107	6/22/2023	AR	8:50pm		Y	Hyatt	Dallas, TX	Mediation	119.59	3 desserts, 1 lemonade, and 4 alcoholic drinks,		119.59	Only one name given, A.R.	updated names
108	6/20/2023	KV		Y	N	Hyatt	Dallas, TX	Mediation	6.77	?		6.77	No itemized receipt	
109	6/20/2023	KV			Y	Uber	Dallas, TX	Mediation	48.79	Transportation			No indication of origin and destination.	
110	6/15/2023	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Mediation	70.00	Transportation			No indication of origin and destination.	From airport to home
111	6/15/2023	AR		Y	N	Nega Thai Cuisine	Colleyville, TX	Mediation	296.42	?	MIKE URBAN (lawyer), J. Allen, P. Janssen	296.42	No itemized receipt	Receipt Provided.
112	6/14/2023	AR		N		Pappadeaux Seafood	?	Mediation	246.80	?	?	246.80	MISSING RECEIPT, MRA is not approved by the Executive Board.	Receipt Provided.
113	6/13/2023	KV	5:54pm	Y	N	Hyatt	Dallas, TX	Mediation	20.57	?		20.57	No itemized receipt	
114	6/13/2023	KV	8:09pm	Y	N	Hyatt	Dallas, TX	Mediation	8.66	?		8.66	No itemized receipt	
115	6/12/2023	KV	3:54pm		Y	Famous Daves	Las Vegas	New Hire Orientation	522.25	meals			No names provided with receipt, No Executive Board approval	Approved under Motion 46 for New Hire Dinners
116	6/12/2023	KV			Y	Uber	Dallas, TX	Mediation	46.05	Transportation			No indication of origin and destination.	
117	6/12/2023	KV		Y	N	Hyatt	Dallas, TX	Mediation	13.53	?		13.53	No itemized receipt	
118	6/12/2023	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Mediation	70.00	Transportation			No indication of origin and destination.	From home to airport kphx
119	6/12/2023	AR		N		Chile's Kitchen	?	Mediation	34.42	?	?	34.34	MISSING RECEIPT, MRA is not approved by the Executive Board.	Receipt Provided.
120	6/12/2023	AR		N		TST Ranch	?	Mediation	430.09	?	?	430.09	MISSING RECEIPT, MRA is not approved by the Executive Board.	Receipt Provided.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	DATE	WHO	TIME	CHECK #	ITEMIZED RECEIPT	ESTABLISHMENT	LOCATION	BUSINESS PURPOSE	COST	WHAT	OTHERS IN ATTENDANCE	AMOUNT TO BE REIMBURSED	COMMENTS	LU 2118 RESPONSE
121	6/5/2023	KV			Y	Hyatt Regency	Dallas, TX	Mediation	1,972.14	Hotel room for AR (\$579 p/night), way above the cost for the other rooms (\$179 p/night).		1,356.00	No policy, no approval for room upgrade. Reimburse the difference between his room and the cost of the other Negotiating team rooms.	
122	6/1/2023	AR		N		Old Spaghetti Factory	Phoenix, AZ	None given	94.77	?	None given.	94.77	MISSING RECEIPT, no names, no business purpose.	Receipt Provided.
123	6/1/2023	AR		N		Old Spaghetti Factory	Phoenix, AZ	None given	24.39	?	None given.	24.39	MISSING RECEIPT, no names, no business purpose.	Receipt Provided.
124	5/31/2023	KV			Y	American Airlines		Mediation	59.70	Seat upgrades for RJ.		59.70	For R. Joseph. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
125	5/30/2023	KV			Y	American Airlines		Mediation	57.97	Seat upgrades for J. Allen.			For J. Allen. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
126	5/29/2023	KV			Y	American Airlines		Mediation	58.77	Seat upgrades for AR.		58.77	For A. Robles. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
127	5/24/2023	KV			Y	Famous Dave's	Las Vegas	New hire orientation	391.96	meals	No sign-in sheet		Requested sign-in sheet	Approved under Motion 46 for New Hire Dinners
128	5/24/2023	AR		N		American Airlines		Negotiations	59.95	2 device monthly Wi-Fi plan		59.95	MISSING RECEIPT Personal perk. No policy in place and was not approved.	Motion Passed to Approve Retro active Wifi Expenditures used for Union Business on March 13 2024
129	5/22/2023	KV			Y	Amazon		ER states Act. 4020 Office Supplies	14.99	Charge for Amazon Prime membership. Personal?		14.99	Receipt states a refund was forthcoming? There was a refund for July's charge, not this one.	
130	5/19/2023	KV			Y	American Airlines		Mediation	45.10	Seat upgrades		45.10	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
131	5/13/2023	AR			Y	Best Buy	Goodyear, AZ	Membership equipment???	174.06	Streaming lights?			Purchased near home, no reporting back to Executive Board on purchase. What is this for?	Logitec lights for videos for membership
132	5/11/2023	KV			Y	Tampa Liquid Provisions	Tampa, FL	Mediation	17.27	Beer and a water		17.27	Alcohol	
133	5/11/2023	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Mediation	70.00	Transportation	M. Urban, Scott Hegland, K. Seiden, Josh Allen, R. Joseph		No indication of origin and destination.	From Airport to home
134	5/10/2023	AR			Y	Marriott	Tampa, FL	Negotiations	265.78	dinner and drinks		16.13	Over-tipped, service charge was already included in the bill.	We were unaware of any policy or procedure in the constitution or bylaws that limit tips to 20%
135	5/9/2023	AR			Y	Starbucks	Tampa, FL	Negotiations	22.52	3 coffes and oatmeal	Andrew Robles, Valerie Hernquist, Josh Allen	22.52	3 coffes purchased, no names provided.	Names Updated
136	5/8/2023	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Mediation	65.00	Transportation			No indication of origin and destination.	From home to plix airport RT
137	5/8/2023	KV		Y	N	Tampa Marriott	Tampa, FL	Mediation	140.96	?		63.56	Hotel folio charges, no itemized receipts for 3 charges.	
138	5/8/2023	AR			Y	Marriott	Tampa, FL	Mediation	2,649.09	3 night hotel stay from 5/8 - 5/10		1,392.63	AR's room was \$778 p/night, the others was \$369 p/night plus taxes. No approval for the upgrade and no policy. Reimburse the difference between his room and the cost of the other Negotiating team rooms.	Conscious decision/recommendation by Karen to purchase upgraded room for a "breakout room" after hours for the whole group. It was cheaper than renting a conference room for the group
139	5/3/2023	KV			Y	Famous Dave's	Las Vegas	New hire orientations	480.40	meals	None provided		No sign-in sheet provided.	Approved under Motion 46 for New Hire Dinners
140	5/3/2023	KV		Y	N	Marriott Tampa Airport	Tampa, FL	Mediation	15,437.05	3 night hotel stay from 4/24 - 4/26 plus food and beverages for mediation.	AK, J. Allen, R. Joseph, K. Seiden, M. Urban	1,343.76	Miscellaneous charge on bill, no itemization.	?

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141	4/29/2023	KV			Y	Frontier Airlines		Mediation	179.99	KV, Seat upgrades and membership fee plus a sign-up fee.		179.99	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
142	4/28/2023	KV		Y	N	Marriott	Tampa, FL	Mediation	8.00			8.00	No itemized receipt provide with hotel folio.	
143	4/28/2023	KV		Y	N	Marriott	Tampa, FL	Mediation	8.00			8.00	No itemized receipt provide with hotel folio.	
144	4/27/2023	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Mediation	75.00	Transportation			No indication of origin and destination.	From Airport to home
145	4/27/2023	AR	4:13pm		Y	Gasparilla Bar	Tampa, FL	Mediation	33.96	Alcohol		33.96	All alcohol	Purchased for negotiators
146	4/27/2023	KV			Y	Frontier Airlines		Mediation	37.50	Seat upgrades for RJ.		37.50	For R. Joseph. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
147	4/27/2023	KV			Y	American Airlines		Mediation	36.87	Seat upgrade for KV		36.87	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
148	4/27/2023	KV			Y	American Airlines		Mediation	27.01	Seat upgrade for KV		27.01	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
149	4/26/2023	KV			Y	United Airlines		401K meeting	34.00	Seat upgrades for Benjamin Phillips.			For B. Phillips. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
150	4/25/2023	AR	7:43pm		Y	PF Changs	Tampa, FL	Negotiations	321.35	meal and drinks			Tipped over 20%, \$10.21	We were unaware of any policy or procedure in the constitution or bylaws that limit tips to 20%
151	4/24/2023	AR			Y	American Airlines		Negotiations	59.95	2 device monthly Wi-Fi plan		59.95	Personal perk. No policy in place and was not approved.	Motion Passed to Approve Retro active Wifi Expenditures used for Union Business on March 13 2024
152	4/24/2023	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Mediation	65.00	Transportation			No indication of origin and destination.	From home to airport fghx
153	4/24/2023	AR	8:07am		Y	Chelees's Kitchen	Phoenix, AZ	Arbitration	24.30	meal			Tipped over 20%, \$1.14	We were unaware of any policy or procedure in the constitution or bylaws that limit tips to 20%
154	4/24/2023	AR			Y	Marriott	Tampa, FL	Mediation	2,448.21	3 night hotel stay from 4/24 - 4/26		1,416.48	AR's room was \$719 nightly, the others was \$303 nightly plus taxes. No approval for the upgrade and no policy. Reimburse the difference between his room and the cost of the other Negotiating team rooms.	conscious decision to purchase and upgraded hospitality room vs purchasing a room and a meeting room as well. This option saves the local \$ and gives the negotiating committee the ability to meet prior to or after negotiations.
155	4/24/2023	KV			Y	Uber	?	Picketing event	7.00	tip for Uber ride.			No indication of origin and destination.	
156	4/24/2023	KV			Y	Uber	?	Picketing event	52.90	Uber ride.			No indication of origin and destination.	
157	4/24/2023	KV			Y	Rachel's Kitchen	Las Vegas	Mediation	23.30	2 orders of Avocado toast plus a coffee and water	None provided	23.20	No names provided.	
158	4/24/2023	KV	11:37pm	Y	N	Lobby shop @ Marriott Tampa Airport	Tampa, FL	Mediation	13.65	?		13.65	No itemized receipt provided	
159	4/24/2023	KV		Y	N	Marriott	Tampa, FL	Mediation	89.36	Telecomm, Room service and Sky Bar charges		41.86	No itemized receipt provided for room service and bar charges.	
160	4/22/2023	KV			Y	American Airlines		LOSA Debriefing	33.50	Seat upgrade for Shawn Riels.			For Shawn Riels. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
161	4/22/2023	KV			Y	American Airlines		Mediation	69.92	Seat upgrades for RJ.		69.92	For R. Joseph. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
162	4/22/2023	KV			Y	American Airlines		Mediation	78.38	Seat upgrades for AR.		78.38	For A. Robles. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
163	4/21/2023	AR			Y	Boss Donuts	Glendale, AZ	personal	20.08	donuts			AR reimbursed Local Union for the personal change.	Accidental charge on Local Union Credit Card - Andrew Robles reimbursed this charge

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164	4/20/2023	KV			Y	American Airlines		Mediation	78.38	Seat upgrades for AR.		78.38	For A. Robles. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
165	4/19/2023	AR			Y	Viasat		Picketing event	25.00	In-flight Wi-Fi			Personal perk. No policy in place and was not approved.	Motion Passed to Approve Retro active Wifi Expenditures used for Union Business on March 13 2024
166	4/19/2023	KV			Y	American Airlines		Mediation	69.92	Seat upgrades for RJ.		69.92	For R. Joseph. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
167	4/19/2023	KV			Y	American Airlines		LOSA Delinefing	33.50	Seat upgrade for Shawn Riels.			For Shawn Riels. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
168	4/19/2023	KV			Y	Delta Airlines		Negotiations	79.99	Seat upgrade for K. Seiden.		33.50	For K. Seiden. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
169	4/18/2023	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Picketing event	60.00	Transportation			No indication of origin and destination.	From home to airport lphx
170	4/18/2023	AR			Y	The Getaway	St Pete, FL	Picketing event	1,963.15	Alcohol and apps (wings, shrimp, chips & salsa)	19 total, list attached	300.00	48 drinks, \$261.90 tip (20%) was included but left an additional \$100 tip (\$361.90 total).	We were unaware of any policy or procedure in the constitution or bylaws that limit tips to 20%. This was to limit the extra cost of an additional required server for the group due to restaurant policy and space minimum spend
171	4/18/2023	AR			Y	Mariott	St Pete, FL	Picketing event	240.17	\$4.00 High speed internet upgrade.			Personal perk. No policy in place and was not approved.	High speed internet is required for Local Union business. Believed this was a perk of Mariott status free of charge, but was necessary to conduct business regardless
172	4/18/2023	KV			Y	Frontier Airlines		Picketing event	49.42	Seat upgrades for KV.		49.42	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
173	4/18/2023	KV		Y	N	Mariott	St Pete, FL	Picketing event	5.00			5.00	No itemized receipt provide with hotel folio.	
174	4/18/2023	KV		Y	N	Mariott	St Pete, FL	Picketing event	261.57	KV, "Craft" is the code on folio. Not clear what it is.		25.40	No itemized receipt provide with hotel folio.	
175	4/17/2023	AR	8:23am		Y	Chelsee's Kitchen	Phoenix, AZ	Arbitration	27.44	meal			Tipped over 20%, \$1.72	We were unaware of any policy or procedure in the constitution or bylaws that limit tips to 20%
176	4/17/2023	AR	7:26pm		Y	Bascom's Chop House	Clearwater, FL	Picketing event	280.22	meals and drinks	Eric Reed (Steward) and his spouse plus someone's child. K. life saved on hill	45.00	Why did Local Union pick up dinner for the spouse and child?	Purchased for Eric Reed wife and child. I felt it was appropriate. Wife assisted us with the pickets and pickup and drop off of members with her own vehicle
177	4/17/2023	KV			Y	Uber	?	Picketing event	7.00	tip for Uber ride.			No indication of origin and destination.	
178	4/17/2023	KV			Y	Uber	?	Picketing event	39.94	Uber ride.			No indication of origin and destination.	
179	4/16/2023	EV			Y	Lyft	?	Arbitration	61.99	Lyft ride			No indication of origin and destination.	
180	4/15/2023	KV			Y	Walmart	Nevada	personal change	8.05	tip for personal change			Reimbursed Local Union for the personal charge.	
181	4/15/2023	KV			Y	Walmart	Nevada	personal change	178.67	groceries			Reimbursed Local Union for the personal charge.	
182	4/15/2023	KV			Y	American Airlines		Picketing event	47.03	Seat upgrades for AR.		47.03	For A. Robles. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
183	4/15/2023	KV			Y	Frontier Airlines		Picketing event	40.00	Seat upgrades for RJ.		40.00	For R. Joseph. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
184	4/15/2023	KV			Y	Frontier Airlines		Picketing event	43.00	Seat upgrades for KV.		40.00	Personal perk. No policy in place and was not approved.	
185	4/15/2023	KV			Y	United Airlines		Picketing event	53.00	Seat upgrades for K. Hanson.		53.00	For K. Hanson. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024

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186	4/15/2023	KV			Y	United Airlines		Picketing event	16.00	Seat upgrades for K. Hanson.		16.00	For K. Hanson. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
187	4/15/2023	KV			Y	Spirit Airlines		Picketing event	76.00	Seat upgrades for RJ.		76.00	For R. Joseph. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
188	4/14/2023	KV	11:32am		Y	Grimaldi's Pizza	Las Vegas	Arbitration	351.48	pizza	None provided	351.48	No names provided.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
189	4/14/2023	KV			Y	American Airlines		Picketing event	67.96	Seat upgrades		67.96	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
190	4/13/2023	KV			Y	American Airlines		Negotiations	118.22	Seat upgrades		118.22	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
191	4/13/2023	KV			Y	Smith's food	Las Vegas	Arbitration	46.73	A drink and jugels	None provided	46.73	No names provided.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
192	4/12/2023	AR			Y	Heart Bar	Las Vegas	Arbitration	56.86	alcoholic drinks	E. Valenzuela, M. Joseph, R. Hanson, R. Joseph, M. Cawley, and 2 Executive Board members are missing from the	56.86	All alcohol	one drink prior to dinner
193	4/12/2023	KV		N		7-Eleven	?	Picketing event	31.41	?	?	31.41	MISSING RECEIPT. MRA is not approved by the Executive Board.	
194	4/12/2023	KV	2:12pm		Y	7-Eleven	Las Vegas	Arbitration	14.00	10 coffees	None provided	14.00	No names provided.	
195	4/12/2023	KV	7:46am		Y	McDonalds	Las Vegas	Arbitration	30.18	meals	None provided	30.18	No names provided.	
196	4/11/2023	KV	3:38pm		Y	Famous Daves	Las Vegas	New hire orientations	484.44	meals	None provided		No sign-in sheet provided.	Approved under Motion 46 for New Hire Diners
197	4/11/2023	KV			Y	Boulevard Trophy	Las Vegas	Plaque for EV.	270.97	Captain's Plaque			No Executive Board approval. No policy. Temaster logo used, vendor is not IBT approved.	
198	4/11/2023	EV		N		Vending Customer Service	Las Vegas	Picketing event	8.00	sunblock		8.00	MISSING RECEIPT. MRA is not approved by the Executive Board.	Requested by eboard. Picketing in sun.
199	4/11/2023	EV			Y	Starbucks	Las Vegas	Arbitration	25.58	3 beverages?	None provided	25.58	No names provided.	MRA Approved by the Eboard on March 13 2024
200	4/10/2023	AR		N		CLV Parking	?	?	18.00	parking		18.00	No names provided.	MRA Approved by the Eboard on March 13 2024
201	4/10/2023	AR			Y	NOBU	Caesars Palace Las Vegas	Executive Board meeting	1,491.00	meals	E. Valenzuela, K. Hanson, R. Joseph, M. Cawley, and 2 Executive Board members are missing from the	1,491.00	No meeting on 4/10 was documented. The Executive Board meeting was on 4/21/23 per the minutes. No Executive Board approval for this meal.	This was an approved and planned event dinner were we presented retiring secretary treasurer with an award and an thank you for years of service.
202	4/10/2023	E. Valenzuela (EV)		Y	N	Zinc	Phoenix, AZ	Picketing event	10.74	?		10.74	No itemized receipt.	Sunscreen for members
203	4/9/2023	KV			Y	Jersey Mikes	Las Vegas	Picketing event	861.54	meals	None provided		No sign-in sheet provided. No Executive Board approval.	Picketing Event
204	4/4/2023	KV			Y	Bell Limousine	Las Vegas	Picketing in Las Vegas	1,323.31	Transportation	None provided		No names given, No Executive Board approval.	Bus to take members from airport hotel to picketing site and back.
205	4/3/2023	KV			Y	Allegiant Airlines		Picketing in Las Vegas	28.00	Seat upgrade for K. Hanson		28.00	For K. Hanson. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
206	3/28/2023	AR			Y	Old Spaghetti House	Phoenix, AZ	Picketing in Las Vegas	150.11	meals and beverages	L. Tyler Hollingsworth, Rod Hardsy, Greg Anderson	150.11	ER states purpose as "Picketing in Las Vegas". Change was in Phoenix. Why?	Receipt Provided.
207	3/27/2023	KV			Y	American Airlines		Mediation	65.91	Seat upgrades for J. Allen			Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
208	3/15/2023	KV			Y	Famous Daves	Las Vegas	New hire orientations	519.44	meals	None provided		No sign-in sheet provided.	Approved under Motion 46 for New Hire Diners
209	3/13/2023	KV			Y	Southwest		HIMS Conference	118.98	Airfare for Brian Collins			Who is Brian Collins? HIMS Conference? Approved?	HIMS conference

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210	3/8/2023	AR	7:50am - 11:21		Y	Dollar Car Rental	Las Vegas	Appeal w/ Allegiant	99.80	Car rental		99.80	Same day rental, drove 22 miles. Its 8 miles to the Local from the airport. No policies in place.	used best judgement vs relying on uber/lyft for a court hearing.
211	3/8/2023	AR	5:23am		Y	777 Transportation	Buckeye AZ to KPHX or back	Mediation	65.00	Transportation		65.00	No indication of origin and destination. Rented car same day, why?	From Airport to home vehicle was in Las Vegas for mediation
212	3/8/2023	AR	3:35pm		Y	777 Transportation	Buckeye AZ to KPHX or back	Mediation	60.00	Transportation		60.00	No indication of origin and destination. Rented car same day, why?	From home to airport kphx vehicle rental was in Las Vegas for mediation
213	3/6/2023	AR		N		UPS Store	AZ	?	13.72	?		13.72	MISSING RECEIPT	MRA Approved by the Eboard on March 13 2024
214	2/22/2023	KV			Y	Famous Daves	Las Vegas	New hire orientation	30.00	tip for meals			No Executive Board approval. No names provided.	Approved under Motion 46 for New Hire Dinners
215	2/20/2023	KV			Y	Famous Daves	Las Vegas	New hire orientation	456.26	meals	None provided		No Executive Board approval. No sign-in sheet provided.	Approved under Motion 46 for New Hire Dinners
216	2/18/2023	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Lobbying efforts	60.00	Transportation			No indication of origin and destination.	From Airport to home
217	2/18/2023	AR	7:47pm		Y	Le Diplomeate	DC	Lobbying efforts	381.80	meals and beverages	EV, Jack Albertine		Tipped over 20%, \$7.40	We were unaware of any policy or procedure in the constitution or bylaws that limit tips to 20%
218	2/17/2023	AR	12:29pm	Y	N	Founding Farmers	DC	Lobbying efforts	64.11	?	EV	64.11	No itemized receipt.	We were unaware of any policy or procedure in the constitution or bylaws that limit tips to 20%
219	2/16/2023	AR	6:37pm		Y	Tosca	DC	Lobbying efforts	337.93	meals and beverages	EV, Jack Albertine		Tipped over 20%, \$5.13	We were unaware of any policy or procedure in the constitution or bylaws that limit tips to 20%
220	2/15/2023	AR			Y	Dauphine's	DC	Lobbying efforts	484.80	meals and beverages	E. Valenzuela, Jenny Valenzuela?, Orlando Lofte, Maric Due	48.00	Eric and Jeany Valenzuela related? Reimburse for the cost of 1 meal, drink, and a dessert.	Jerry Valenzuela was part of the presentation ceremony for the Patricio Award give by the military at the pentagon.
221	2/15/2023	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Lobbying efforts	60.00	Transportation			No indication of origin and destination.	From home to airport kphx
222	2/8/2023	EV			Y	International Printing Company	Phoenix, AZ	Office supplies?	2,186.15	Captain's Certificates			No Executive Board approval, no purpose given. Who received them?	Purchased for Upgrading Pilots vs the awards.
223	2/8/2023	AR		N		Clear		None given on ER	189.00	CLEAR for flat airport clearance		189.00	Charged to the Union in error.	Will Reimburse the Union -AR
224	2/7/2023	AR			Y	Apple Store	Buckeye, AZ	Office supplies	5,632.84	laptop			Fixed asset, No Executive Board approval, not reported back to Executive Board.	Motion number 37. Eboard approved
225	2/7/2023	KV		Y	N	Marriott	Miami, FL	Avionics/ERGOSS Conference	838.74	?		12.87	No itemized receipt for Lobby shop change on hotel folio.	
226	2/6/2023	Eric Valenzuela (EV)		N		The Market Basket	?	Lobbying efforts	27.46	?	?	27.46	MISSING RECEIPT, MRA is not approved by the Executive Board.	
227	2/2/2023	KV			Y	Harvard Business School		Continuing Education	1,750.00	Negotiation education for R. Joseph.			No Executive Board approval.	Eboard Approved Motion 35
228	1/31/2023	KV			Y	Famous Daves	Las Vegas	New hire orientation	475.42	meals	None provided		No Executive Board approval. No sign-in sheet provided.	Approved under Motion 46 for New Hire Dinners
229	1/28/2023	KV			Y	Frontier		Section 18 meeting	40.00	Seat upgrade for J. Rockwood		40.00	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
230	1/27/2023	AR			Y	Harvard Business School		Continuing Education	1,750.00	Negotiation education for AR.			No Executive Board approval.	Board approval received Motion 35
231	231	KV			Y	Renaissance Hotel	Cincinnati, OH	Avionics/ERGOSS Conference	444.86	Hotel stay for R. Fogelsanger			No Executive Board approval.	Roundtable with Local 2750 by the airline division
232	1/25/2023	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Lobbying efforts	65.00	Transportation			No indication of origin and destination.	From Airport to home
233	1/25/2023	AR		N		Blue Mesa Tacos	Phoenix	Lobbying	43.23	?	EV	43.23	MISSING RECEIPT, MRA is not approved by the Executive Board.	MRA Approved by the Eboard on March 13 2024

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1	DATE	WHO	TIME	CHECK #	ITEMIZED RECEIPT	ESTABLISHMENT	LOCATION	BUSINESS PURPOSE	COST	WHAT	OTHERS IN ATTENDANCE	AMOUNT TO BE REIMBURSED	COMMENTS	LU 2118 RESPONSE
234	1/25/2023	AR		N		Rayburn Cafe	DC	Lobbying	28.64	2 meals and beverages	None given	28.64	2 meals, only one person listed.	MRA Approved by the Eboard on March 13 2024
235	1/24/2023	AR			Y	Tooea	DC	Lobbying	256.80	?	EV	256.80	MRA initially given states different attendees and receipt indicates 3 people, and there is a second set of receipts for the same change that indicates 4 people attended. Over-tipped by \$12.40.	Receipt Provided. We were unaware of any policy or procedure in the constitution or bylaws that limit tips to 20%
236	1/24/2023	AR		N		Rayburn Cafe	DC	Lobbying	4.50	?		4.50	MISSING RECEIPT, MRA is not approved by the Executive Board.	MRA Approved by the Eboard on March 13 2024
237	1/23/2023	AR		N		West wing Café	DC	Lobbying	31.15	?	EV	31.15	MISSING RECEIPT, MRA is not approved by the Executive Board.	MRA Approved by the Eboard on March 13 2024
238	1/23/2023	AR			Y	Bistro- Bis	DC	Lobbying	318.33	?	EV, Marty Dye, Olando Lote	24.85	Tipped over 20%. MRA initially given states different attendees.	We were unaware of any policy or procedure in the constitution or bylaws that limit tips to 20%
239	1/23/2023	AR		N		Bistro- Bis	DC	Lobbying	16.65	?		16.65	MISSING RECEIPT, MRA is not approved by the Executive Board.	MRA Approved by the Eboard on March 13 2024
240	1/23/2023	AR			Y	The Hay Adams	DC	Lobbying	112.30	2 cocktails and cheese plate	EV	62.40	Alcohol and over-tipped by \$4.40.	We were unaware of any policy or procedure in the constitution or bylaws that limit tips to 20%
241	1/22/2023	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Lobbying efforts	70.00	Transportation			No indication of origin and destination.	From home to airport tpix
242	1/22/2023	AR		N		Cultural DC	?	Lobbying	14.00	?		14.00	MISSING RECEIPT, MRA is not approved by the Executive Board.	MRA Approved by the Eboard on March 13 2024
243	1/21/2023	AR			Y	American Airlines		Lobbying	70.04	Seat upgrades		70.04	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
244	1/21/2023	AR			Y	American Airlines		Lobbying	18.69	Seat upgrades		18.69	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
245	1/19/2023	KV			Y	Allegiant Airlines		Airline Division meeting	10.23	Seat upgrade for R. Fogelsanger		10.23	For R. Fogelsanger. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
246	1/11/2023	KV			Y	Famous Drive	Las Vegas	New hire orientation	491.26	meals	None provided		No Executive Board approval. No sign-in sheet provided.	Approved under Motion 46 for New Hire Dinners
247	12/16/2022	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Negotiations	65.00	Transportation			No indication of origin and destination.	From Airport to home
248	12/15/2022	AR	12:38pm		Y	Egg Works	Las Vegas	Negotiations	35.12	Meal			tipped over 20%, \$1.81	We were unaware of any policy or procedure in the constitution or bylaws that limit tips to 20%
249	12/15/2022	AR			Y	Lucille's Smokehouse	Las Vegas	Negotiations	115.30	Meals and beverages	Jerry Martinez		tipped over 20%, \$2.41	We were unaware of any policy or procedure in the constitution or bylaws that limit tips to 20%
250	12/15/2022	AR		N		The Marketplace	?	Union meeting	26.77	fuel		26.77	MISSING RECEIPT, MRA is not approved by the Executive Board.	MRA Approved by the Eboard on March 13 2024
251	12/14/2022	EV			Y	ABC Stores	Las Vegas	Holiday party	293.39	Alcohol and soda		293.39	No discernible business purpose given. No approvals for a holiday party noted, no names provided.	Beverages for Hospitality suite
252	12/14/2022	EV			Y	MGM Market	Las Vegas	Holiday party	399.33	Alcohol and soda		399.33	No discernible business purpose given. No approvals for a holiday party noted, no names provided.	Beverages for Hospitality suite
253	12/14/2022	EV			Y	Avis	Las Vegas	TITAN Training and Holiday party.	140.49	car rental		140.49	Rented car for 2 days and drove 10 miles, and incurred 2 days of parking fees. No record of TITAN training.	Attended Titan Training/review with Karen
254	12/14/2022	EV			Y	MGM hotel	Las Vegas	Company party	36.00	parking for 2 days		36.00	No discernible business purpose given.	Titan Training/review with Karen
255	12/14/2022	EV			Y	MGM hotel	Las Vegas	TITAN Training and Holiday party.	383.22	2 nights of hotel stay.		383.22	No discernible business purpose given. No approvals for a holiday party noted. No record of TITAN training.	Titan training/review with Karen
256	12/14/2022	AR	12:32pm		Y	Lola's	Las Vegas	Negotiations	95.86	Meals and beverages	Mary Gallagher, Jerry Martinez		tipped over 20%, \$6.00.	We were unaware of any policy or procedure in the constitution or bylaws that limit tips to 20%

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257	12/14/2022	AR	9:03pm		Y	Strip House	Las Vegas	Negotiations	286.26	Meals and beverages	Jerry Martinez		tipped over 20%, \$6.40	We were unaware of any policy or procedure in the constitution or bylaws that limit tips to 20%
258	12/14/2022	AR		N		Hakkasan Nightclub	?	Union meeting	98.27	?	EV	98.27	Drinks purchased for membership. AR will Reimburse	Will Reimburse the Union -AR
259	12/14/2022	AR		Y	N	MGM Grand	Las Vegas	Company party	657.79	beer, food, and water		57.01	No itemized receipts and alcohol on hotel folio. Also, no discernable business purpose provided.	
260	12/13/2022	AR		N		Red Rock	?	Company party	224.87		Andrew Robles	224.87	MISSING RECEIPT, MRA is not approved by the Executive Board.	Receipt Provided.
261	12/13/2022	AR			Y	777 Transportation	Buckeye AZ to KPHX on back	Negotiations	60.00	Transportation			No indication of origin and destination.	From home to airport kphx
262	12/13/2022	AR		N		Hakkasan Nightclub	?	Union meeting	116.25	?	EV	116.25	Drinks purchased for membership. AR will Reimburse	Will Reimburse the Union -AR
263	12/13/2022	AR		N		Hakkasan Nightclub	?	Union meeting	175.29	?	EV	175.29	Drinks purchased for membership. AR will Reimburse	Will Reimburse the Union -AR
264	12/13/2022	AR		Y	N	Hakkasan Nightclub	Not on receipt	None given	28.91	?		28.91	Will be Reimbursed by AR. Drinks purchased for members.	Will Reimburse the Union -AR
265	12/12/2022	EV		N		Chick-Fil-A	?	Union Business	11.33	meal		11.33	MISSING RECEIPT, MRA is not approved by the Executive Board.	
266	12/12/2022	EV			Y	Lyft	Las Vegas	Dues processing training	11.49	transportation		11.49	Ride from hotel to Local. Rented a car later in the day. No confirmation of any type of training at this time.	
267	12/12/2022	AR			Y	Southwest		Negotiations	198.98	airfare from PHX to LAS on 12/13		198.98	No discernible business purpose given.	Had negotiations that day and met with Maury Gallagher during the same trip.
268	12/12/2022	KV			Y	Starbucks	Las Vegas	TITAN Training	16.09	coffee and a muffin	can't make out name.	16.09	Personal change? KV said all training was done remotely. Doesn't recall a training in Dec 2022.	Dues Processing normal union expense under 16.B
269	12/4/2022	EV			Y	Southwest		Titan training and Holiday party.	223.96	airfare PHX to LAS and back 12/10 -12/16		223.96	No approvals for a holiday party noted. No record of TITAN training.	Travel was approved for the training and purpose of dues audit
270	11/23/2022	KV			Y	Famous Daves	Las Vegas	New hire orientation	370.89	meals	None provided Andrew Robles, Michael Cawley, Ryan Fogelanger, Erick		No Executive Board approval. No sign-in sheet provided.	Approved under Motion 46 for New Hire Dinners
271	11/18/2022	AR			Y	MGM Grand	Las Vegas	Holiday party	538.56	Penthouse City View Suite	Valenzuela, Ryan Joseph, Rod Hardesty- mgment, 2 chief pilots, Travis Schwieder - mgment, Tyler H. Hardesty- mgment	538.56	No discernible business purpose given. No approvals for a holiday party noted, no names provided.	Hospitality Suite for Union Officers and Allegiant Management. President was already in town for negotiations
272	11/11/2022	EV			Y	MGM Grand	Las Vegas	Titan training and Holiday party.	147.39	deposit on room		147.39	No approvals for a holiday party noted. No record of TITAN training.	Erick was getting training by Karen on Titan.
273	11/2/2022	AR		N		Ace Parking	?	Negotiation	6.00	parking		6.00	MRA Approved by the Eboard on March 13 2024	MRA Approved by the Eboard on March 13 2024
274	11/1/2022	KV			Y	Famous Daves	Las Vegas	New Hire Orientation	386.63	meals		386.63	No sign-in sheet provided.	Approved under Motion 46 for New Hire Dinners
275	10/20/2022	EV			Y	International Printing Co.	Phoenix, AZ	Supplies	458.23	Business cards		458.23	No Executive Board approval. Why more cards?	Karen modified our approved Union logo, needed to be redone.
276	10/20/2022	EV			Y	International Printing Co.	Phoenix, AZ	Supplies	905.77	Business cards		905.77	No Executive Board approval. Why more cards?	Karen modified our approved Union logo, needed to be redone.
277	10/19/2022	AR		Y	N	Southwest		Arbitration	60.00	Seat upgrades		60.00	Personal perk. No policy in place and was not approved. Per bookkeeper, this was a seat upgrade charge even though not directly reflected on the receipt.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024

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278	10/19/2022	AR		Y	N	Avis	Las Vegas	Arbitration	484.17	2 day car rental		484.17	2 day rental of Infiniti Q50 in Las Vegas Why was this expense rental necessary? No policy, receipt does not show miles driven.	This was for negotiations. The Upgraded vehicle was at no expense to the Union. Expense in compliance with 16.B of the bylaws.
279	10/19/2022	AR		N		Shake Shack	?	Jackson Hole Key West Arbitration	69.24	?	EV, R. Fogelsanger, R. Joseph	69.24	MISSING RECEIPT, no location. MRA is not approved by the Executive Board.	MRA Approved by the Eboard on March 13 2024
280	10/19/2022	AR		N		Strip House	?	Negotiation	323.94	?	Jerry Martinez	323.94	MISSING RECEIPT, no location. MRA is not approved by the Executive Board.	Receipt Provided.
281	10/19/2022	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Arbitration	65.00	Transportation			No indication of origin and destination.	Travel from Home to airport
282	10/18/2022	EV	6:48pm-10:30p		Y	Cosmopolitan	Las Vegas	Arbitration	18.00	parking		18.00	Arbitration was held somewhere else.	MRA Approved by the Eboard on March 13 2024
283	10/17/2022	AR		Y	N	California Pizza	Las Vegas	Negotiation	72.60	?	Mauri Gallagher, Bill Fishburn, Jerry Martin	72.60	No itemized receipt.	Lunch during Negotiations.
284	10/17/2022	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	SWAPA	65.00	Transportation			No indication of origin and destination.	From Airport to home
285	10/10/2022	AR	11:26pm		Y	Bombshells Restaurant and Bar	Arlington TX	SWAPA Conf.	58.61	3 alcoholic drinks and a \$1.50 onion ring.	EV	54.11	No meals mostly alcohol.	Meal and drinks
286	10/10/2022	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	SWAPA	65.00	Transportation			No indication of origin and destination.	From home to airport lphx
287	10/10/2022	AR			Y	Viasat		SWAPA	19.00	In-flight Wi-Fi			Personal perk. No policy in place and was not approved.	Motion Passed to Approve Retro active Wife Expenditures used for Union Business on March 13 2024
288	10/10/2022	KV			Y	American Airlines		SWAPA	36.96	Seat upgrades for AR.		36.96	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
289	10/10/2022	KV			Y	American Airlines		SWAPA	36.96	Seat upgrades for EV.		36.96	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
290	10/10/2022	EV			Y	Viasat		SWAPA	19.00	In-flight Wi-Fi			Personal perk. No policy in place and was not approved.	Motion Passed to Approve Retro active Wife Expenditures used for Union Business on March 13 2024
291	9/24/2022	KV		Y	N	LIVE by Loews	Arlington, TX	SWAPA	284.54	hotel room			No folio provided, just a confirmation sheet.	From Airport to home
292	9/22/2022	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Negotiations	65.00	Transportation			No to and from provided.	
293	9/22/2022	AR			Y	Hertz	Las Vegas	Negotiations	463.98	Rental car			Drove 34 total miles. Airport to hotel and back equals 32. Rented on 9/21 11:37am to 9/22 3:42pm. Excessive rental charge necessary?	Convention in town. All cars were sold out Very difficult to travel during that period
294	9/20/2022	AR			Y	Southwest Airlines		Negotiations	40.00	Airline upgrade			Personal perk. No policy in place and was not approved.	Southwest Airlines does not have upgrades. Could have been all that was available to purchase.
295	9/20/2022	KV			Y	Famous Daves	Las Vegas	New hire orientation	374.89	meals	None provided		No Executive Board approval. No sign-in sheet provided.	Approved under Motion 46 for New Hire Dinners
296	9/15/2022	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Negotiations	65.00	Transportation			No to and from provided.	From home to airport lphx
297	9/14/2022	AR	7:16pm-8:29pm		Y	Sushi 21	Las Vegas	Negotiations	227.67	Meals and beverages	EV, S. Hegland, M. Urban, J. Killen, K. Seiden, J. Allen	46.49	Tip was already included, over-tipped.	We were unaware of any policy or procedure in the constitution or bylaws that limit tips to 20%
298	9/14/2022	KV			Y	McDonald's	Las Vegas	Negotiations	31.43	coffee and meals	None given	31.43	No names provided.	
299	9/14/2022	KV			Y	Albertson's	Las Vegas	Negotiations	84.33	Soda, energy drinks, ice cream, cookies	None given	84.33	No names provided.	
300	9/14/2022	KV			Y	Albertson's	Henderson, NV	Negotiations	62.09	Energy drinks, ice cream, cookies	None given	62.09	No names provided.	
301	9/13/2022	AR	11:10pm		Y	NYNY hotel & Casino	Las Vegas	Negotiations	56.49	Alcohol	EV	56.49	All Alcohol	

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302	9/13/2022	AR	10:03pm	Y	N	Lobby Bar	Las Vegas	EXCO meeting? Told by AR they don't have an Executive Council.	35.26	?	EV, R. Fogelsanger	35.26	No itemized receipt.	Should have said Eboard. Missing Receipt approved with MRA approved by eboard on March 13 2024.
303	9/13/2022	KV			Y	7-Eleven	Las Vegas	Negotiations	6.76	2 donuts and 2 candy bars.	None given	6.76	Personal? No names of who was at negotiations.	
304	9/12/2022	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Negotiations	65.00	Transportation			No to and from provided.	From Airport to home
305	9/12/2022	AR	10:15pm	Y	N	Cosmopolitan of Las Vegas	Las Vegas	Negotiations	58.69	?	EV, Jay Killeen	58.69	No itemized receipt and over tipped by \$2.50.	We were unaware of any policy or procedure in the constitution or bylaws that limit tips to 20%
306	9/12/2022	KV			Y	International Printing Company	Phoenix, AZ	Printing for business cards.	2,949.69	Business cards.			No Executive Board approval.	Board Approved correct order of cards
307	9/12/2022	KV	12:35p		Y	Albertson's	Henderson, NV	Negotiations	60.91	Chips, ice cream, cookies etc.	None given	60.91	Negotiations did not occur on 9/12. Ice cream?	
308	9/12/2022	KV			Y	American Airlines		Jumpseat Committee	54.33	Seat upgrades for James Lowell			Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
309	9/5/2022	KV			Y	Albertson's	Henderson, NV	Negotiations	61.89	Soda, Candy, and energy drinks	None given	61.89	What negotiations? This was Labor Day. No negotiations all week.	
310	8/26/2022	KV			Y	American Airlines		Negotiations	143.13	Seat upgrades for I. Allen.			Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
311	8/25/2022	KV			Y	7 Eleven	Henderson, NV	Negotiations	17.22	muffins, candy, coffee	None provided	17.22	No names provided.	
312	8/25/2022	EV			Y	Lyft	AZ	Negotiations	32.93	car ride			No to and from listed.	
313	8/25/2022	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Negotiations	65.00	Transportation			No to and from provided.	From home to airport kphx
314	8/24/2022	KV			Y	McDonalds	Las Vegas	Negotiations	47.79	breakfast meals	None provided	47.79	No names provided.	
315	8/24/2022	EV			Y	Lyft	AZ	Negotiations	30.99	car ride			No to and from listed.	
316	8/24/2022	EV			Y	Honey Salt	Las Vegas	LOSA dinner	1,518.82	meals and 17 drinks	None provided	1,518.82	No names provided.	This was a meal provided to the LOSA Union committee members
317	8/24/2022	AR		Y	N	Red Rock Station	Las Vegas	Negotiations	352.44	?	Jerry Martinez, Maury Gallagher	352.44	No itemized receipt	MRA Approved by the Eboard on March 13 2024
318	8/23/2022	KV			Y	Albertson's	Henderson, NV	Negotiations	66.80	Coffee, energy drinks, cookies	None provided	66.80	No names provided.	
319	8/22/2022	KV		Card 1125	Y	7 Eleven	Henderson, NV	Negotiations	21.32	Reddy ice, energy drink	None provided	21.32	No names provided.	
320	8/9/2022	KV			Y	Famous Daves	Las Vegas	New hire orientation	346.39	meals	None provided		No Executive Board approval. No sign-in sheet provided.	Approved under Motion 46 for New Hire Dinners
321	8/9/2022	KV			Y	Famous Daves	Las Vegas	New hire orientation	430.51	meals	None provided		No Executive Board approval. No sign-in sheet provided.	Approved under Motion 46 for New Hire Dinners
322	8/4/2022	KV			Y	American Airlines		Negotiations	75.25	Seat upgrades for Josh Allen.			Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
323	7/27/2022	KV			Y	Famous Daves	Las Vegas	New hire dinner	366.26	meals	None provided.		No Executive Board approval. No sign-in sheet provided.	Approved under Motion 46 for New Hire Dinners
324	7/21/2022	EV			Y	Lyft		None given	34.99	Transportation		34.99	No purpose given and no to and from.	
325	7/21/2022	EV			Y	Lyft		None given	16.97	Transportation			No purpose given. No to and from.	
326	7/20/2022	KV			Y	7-Eleven	Henderson, NV	Negotiations	15.41	energy drinks, snacks	None provided.	15.41	No names provided.	
327	7/20/2022	KV			Y	Albertsons	Henderson, NV	Negotiations	77.15	energy drinks, coffee, ice, cookies	None provided.	77.15	No names provided.	
328	7/20/2022	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Negotiations	65.00	Transportation			AR provided the to and from.	From Airport to home
329	7/19/2022	KV			Y	Smart & Final	Las Vegas	Negotiations	10.99	energy drinks	None provided.	10.99	No names provided.	
330	7/19/2022	KV			Y	McDonalds	Las Vegas	Negotiations	60.18	breakfast meals	None provided.	47.79	No names provided.	
331	7/19/2022	AR			Y	Sawaddee Thai	Las Vegas	None given	237.70	meals	EV, Jay, Josh, Kenny, Scott, no last names.	237.70	No business purpose given and no last names given of attendees. Over-tipped by \$36.32	We were unaware of any policy or procedure in the constitution or bylaws that limit tips to 20%

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332	7/19/2022	AR			Y	Elara Lobby bar	Las Vegas	None given	41.77	all alcohol	J. Allen, J. Killen, K. Seiden	41.77	All Alcohol.	Negotiations
333	7/19/2022	AR	8:06pm-9:19pm		Y	Nora's Cuisine	Las Vegas	None given	379.49	Negotiations	J. Allen, J. Killen, K. Seiden, EV	379.49	No business purpose given.	Negotiations
334	7/18/2022	KV			Y	7-Eleven	Henderson, NV	Negotiations	8.00	energy drinks	None provided.	8.00	No names provided. No negotiations on 7/18.	
335	7/17/2022	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Negotiations	70.00	Transportation			AR provided the to and from.	From home to airport kphx
336	7/11/2022	KV			Y	Famous Daves	Las Vegas	New hire dinner	346.26	meals	None provided.		No Executive Board approval. No sign-in sheet provided.	Approved under Motion 46 for New Hire Dinners
337	6/28/2022	KV			Y	American Airlines		Negotiations	108.12	Seat Upgrades for J. Allen			Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
338	6/23/2022	KV			Y	McDonalds	Las Vegas	Negotiations	31.54	meals	None given	31.54	No names provided.	
339	6/23/2022	KV			Y	7-Eleven	Las Vegas	Negotiations	25.08	ice, donuts, chips	None given	25.08	No names provided.	
340	6/23/2022	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Negotiations	65.00	Transportation			No to and from indicated.	From Airport to home
341	6/23/2022	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Negotiations	65.00	Transportation			No to and from indicated.	From home to airport kphx
342	6/22/2022	KV			Y	Albertsons	Henderson, NV	Negotiations	27.96	cookies	None given	27.96	No names provided.	
343	6/21/2022	KV			Y	Smith's	Henderson, NV	Negotiations	32.46	Candy, soda, ice	None given	45.91	No names provided.	
344	6/21/2022	AR			Y	Lazy Dog	Las Vegas	Negotiations	82.65	?	J. Allen, K. Seiden, EV	82.65	No itemized receipt.	MRA Approved by the Eboard on March 13 2024
345	6/20/2022	KV			Y	Famous Daves		New hire dinner	508.89	meals	None given		No Executive Board approval. No sign-in sheet provided.	Approved under Motion 46 for New Hire Dinners
346	6/19/2022	KV			Y	American Airlines		Negotiations	65.24	Seat Upgrades for J. Allen			Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
347	6/15/2022	EV		N		FEDEX		Printing	0.37	Printing		0.37	MISSING RECEIPT. MRA is not approved by the Executive Board.	
348	6/11/2022	KV			Y	Smith's	Henderson, NV	Negotiations	45.91	Energy drinks, coffee, soda.	None given	45.91	Purchased on a Saturday and no negotiations the following week.	
349	6/11/2022	KV			Y	7-Eleven	Henderson, NV	Negotiations	9.00	Energy drinks, ice	None given	9.00	Purchased on a Saturday and no negotiations the following week.	
350	6/10/2022	EV			Y	Lyft		None given	34.76	Transportation			No to and from indicated.	
351	6/8/2022	EV		N		Starbucks		Negotiations	16.73	?		16.73	MISSING RECEIPT. MRA is not approved by the Executive Board.	
352	6/8/2022	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Negotiations	65.00	Transportation			No to and from indicated.	From Airport to home
353	6/8/2022	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Negotiations	60.00	Transportation			No to and from indicated.	From home to airport kphx
354	6/4/2022	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Negotiations	60.00	Transportation			No to and from indicated.	From Airport to home
355	6/2/2022	EV			Y	Lyft		Negotiations	30.61	Transportation			No to and from indicated.	receipt Provided.
356	6/1/2022	EV				Capriotti's	?	Negotiations	18.08	lunch		18.08	MISSING RECEIPT, no location, no names provided. MRA is not approved by the Executive Board.	
357	6/1/2022	EV			Y	Capriotti's	?	Negotiations	88.31	meals and beverages	None provided.	88.31	No names provided.	MRA Approved by the Eboard on March 13 2024
358	5/31/2022	AR	3:20pm	Y	N	LGO Market	Phoenix	Negotiations	11.07	?			No itemized receipt	
359	5/31/2022	AR			Y	777 Transportation	Buckeye AZ to KPHX or back	Negotiations	60.00	Transportation			No to and from indicated.	From home to airport kphx
360	5/25/2022	KV			Y	Hilton Garden Inn	Las Vegas	New Hire dinner	1,551.85	meals, sodas, beers	None provided.	1,551.85	No Executive Board approval. No names provided.	Approved under Motion 46 for New Hire Dinners
361	5/23/2022	EV		N		Mesa Gateway Airport	?	Negotiations	4.00	Parking		4.00	MISSING RECEIPT, no location. MRA is not approved by the Executive Board.	

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1	DATE	WHO	TIME	CHECK #	ITEMIZED RECEIPT	ESTABLISHMENT	LOCATION	BUSINESS PURPOSE	COST	WHAT	OTHERS IN ATTENDANCE	AMOUNT TO BE REIMBURSED	COMMENTS	LU 2118 RESPONSE
362	5/18/2022	KV			Y	Walmart		Negotiations	69.84	energy drinks, chips, water etc.	None provided.	69.84	No names provided.	
363	5/16/2022	KV			Y	American Airlines		Negotiations	78.94	Seat upgrades for J. Allen.			Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
364	5/13/2022	KV			Y	Union Impact	Tukwila, WA	None given	2,850.00	System used to conduct Board polls.			No Executive Board approval.	
365	5/12/2022	KV			Y	Walmart		Negotiations	24.94	chips and soda	None provided.	24.94	Delivered where? For who?	
366	5/12/2022	KV			Y	7-Eleven		Negotiations	16.26	energy drinks	None provided.	16.26	No names provided	
367	5/12/2022	AR			Y	PBR Rock Grill	Las Vegas	Negotiations	35.38	All alcohol	EV, J. Killen	35.38	All Alcohol	MRA Approved by the Eboard on March 13 2024
368	5/11/2022	KV			Y	7-Eleven		Negotiations	12.29	energy drinks	None provided.	12.29	No names provided	
369	5/10/2022	AR		N		PBR Rock Grill	Las Vegas	Negotiations	32.79	?		32.79	MISSING RECEIPT, no location, no names provided. MRA is not approved by the Executive Board.	MRA Approved by the Eboard on March 13 2024
370	5/9/2022	Erick Valenzuela (EV)		N		Southwest Airlines		Negotiations	11.00	flight time change		11.00	MISSING RECEIPT. MRA is not approved by the Executive Board.	
371	5/7/2022	KV			Y	Walmart		Negotiations	7.39	paper bowls	None provided.	7.39	Delivered where? For who?	
372	5/6/2022	KV			Y	Frontier Airlines		Negotiations	37.00	Seat upgrades for J. Killen.			Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
373	5/6/2022	KV			Y	Allegiant Airlines		Negotiations	31.63	Seat upgrades for J. Allen.			Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
374	4/27/2022	KV			Y	Kaplyn Las Vegas	Las Vegas	New Hire dinner	593.84	Transportation to dinner.	None given		No Executive Board approval, no names provided.	Approved under Motion 46 for New Hire Dinners
375	4/27/2022	KV			Y	Hilton Garden Inn	Las Vegas	New Hire dinner	1,184.41	meals and beverages	None given		No Executive Board approval, no names provided.	Approved under Motion 46 for New Hire Dinners
376	4/22/2022	AR			Y	Lyft		Negotiations	81.88	Transportation			No to and from indicated.	Receipt Provided.
377	4/21/2022	AR	1:35pm		Y	Lyft		Negotiations	47.10	Transportation			No to and from indicated.	receipt Provided.
378	4/21/2022	AR			Y	Lyft		Negotiations	30.80	Transportation			No to and from indicated.	receipt Provided.
379	4/21/2022	KV	5:33pm		Y	Nora's Cuisine	Las Vegas	Negotiations	154.71	meals and beverages	AR, M. Gallagher, S. Sheldon, J. Martinez		Tipped over 20, \$10.86. KV paid but wasn't listed as there and only 4 meals were on bill???	Karen needed to come pay the bill. I did not have my wallet and needed to host this dinner.
380	4/21/2022	KV			Y	RT Lodge	Mayville, TN	Conestone Pilot Management Conference	552.12	Hotel for Brain Collins			No Executive Board approval for travel to this conference.	Approved for HIMS under 16.B of the Bylaws.
381	4/20/2022	KV		N		Fairfield Inn	Knoxville, TN	None given, ER states error.	121.94	hotel stay?		121.94	MISSING RECEIPT, credit was never issued per statement made on CC bill.	
382	4/15/2022	AR			Y	Uber		Negotiations	58.29	Transportation			No to and from indicated.	receipt Provided.
383	4/14/2022	KV	12:38pm	Y	N	Los Cucos	Las Vegas	Negotiations	20.58	?	None provided.	20.38	No itemized receipt, no names provided.	
384	4/14/2022	KV			Y	7-Eleven	Henderson, NV	Negotiations	21.36	energy drinks, muffins, candy	None provided.	21.36	No names provided.	
385	4/13/2022	AR		N		Miracle Mile Shops	?	Negotiations	18.00	?		18.00	MISSING RECEIPT, no location, no description. MRA is not approved by the Executive Board.	MRA Approved by the Eboard on March 13 2024
386	4/13/2022	AR			Y	Bellagio / Petrossian	Las Vegas	Negotiations	44.02	beers	EV, K. Jordan, J. Allen	44.02	All Alcohol.	Negotiations
387	4/13/2022	KV		Y	N	Boolegger Bistro	Las Vegas	Captain's Upgrade dinner	2,391.88	Open food and liquor	EV and 16 attendees, list attached in backup.	2,391.88	No Executive Board approval.	This Union Business was approved by the eboard as part of upgrade. A motion was passed by the Eboard on this, Motion 47.
388	4/13/2022	KV			Y	7-Eleven	Henderson, NV	Negotiations	27.68	energy drinks, muffins, candy	None provided.	27.68	No names provided.	
389	4/12/2022	AR		N		Miracle Mile Shops	?	Negotiations	18.00	?		18.00	MISSING RECEIPT, no location, no description. MRA is not approved by the Executive Board.	MRA Approved by the Eboard on March 13 2024

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390	4/12/2022	AR			Y	Lyft		Negotiations	30.44	Transportation			No to and from indicated.	receipt Provided.
391	4/12/2022	KV			Y	7-Eleven	Henderson, NV	Negotiations	12.59	energy drinks	None provided.	12.59	No names provided.	
392	4/10/2022	KV			Y	Albertson's	Henderson, NV	Negotiations	73.33	soda, water	None provided	73.33	No names provided.	
393	4/5/2022	KV			Y	Hilton Garden Inn	Las Vegas	New Hire dinner	1,009.81	room, meals, beverages	None provided		No Executive Board approval. No names provided.	Approved under Motion 46 for New Hire Dinners
394	3/24/2022	KV			Y	Bell Trans		New Hire dinner	97.60	Transportation for new hires	None provided		No Executive Board approval.	Approved under Motion 46 for New Hire Dinners
395	3/24/2022	KV			Y	Bell Trans		New Hire dinner	97.60	Transportation for new hires	None provided		No Executive Board approval.	Approved under Motion 46 for New Hire Dinners
396	3/23/2022	KV			Y	Allegiant Airlines		Negotiations	36.00	Seat upgrades for KV		36.00	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
397	3/22/2022	KV			Y	United Airlines		Negotiations	110.00	Seat upgrades for J. Allen			Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
398	3/17/2022	KV			Y	Hilton Garden Inn		HIMS Conference	427.14	hotel stay			No Executive Board approval for travel to conference.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
399	3/16/2022	AR			Y	Lyft	AZ	Joint Council 42	62.92	Transportation			No to and from indicated.	From Airport to home
400	3/16/2022	KV			Y	American Airlines		HIMS Conference	632.19	airfare			No Executive Board approval for travel to conference.	
401	3/16/2022	KV			Y	American Airlines		HIMS Conference	28.76	Seat upgrades for B. Collins			No Executive Board approval for travel to conference. Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
402	3/16/2022	KV			Y	Delta Airlines		Conestone Pilot Management Conference	448.60	hotel stay			No Executive Board approval for travel to conference.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
403	3/13/2022	AR			Y	Lyft	AZ	Joint Council 42	51.39	Transportation			No to and from indicated.	From home to airport to home
404	3/11/2022	AR			Y	Totd Wine	Goodyear, AZ	gift for Hoffa Jr.	282.87	Whiskey			See above. Went over (\$39.22) the approved total for both gifts without obtaining approval for the additional funds retroactively.	Will Retroactively Approve
405	3/10/2022	AR			Y	MontBlanc	Scottsdale, AZ	gift for S. O'Brien	756.35	Starwalker pen			Approved by Executive Board. Not to spend over \$1000 in total in gifts for Sean and Hoffa Jr.	Will Retroactively Approve
406	3/2/2022	KV			Y	Hilton Garden Inn	Las Vegas	None given	733.25	buffet and drinks	None provided	733.25	No names and no business purpose.	
407	2/22/2022	KV			Y	Hilton Garden Inn	Las Vegas	New hire dinner	1,020.60	meals and beverages	None provided		No Executive Board approval, no names provided.	Approved under Motion 46 for New Hire Dinners
408	2/15/2022	KV			Y	DoubleTree by Hilton	Cahendal City, CA	Conference... which one?	1,216.76	hotel stay 2/11 to 2/14 for EV		1,216.76	Approved? What conference?	This was for LGBTQ conference. The conference was approved by the board.
409	2/15/2022	KV			Y	Bell Trans	Las Vegas	New Hire dinner	109.97	Transportation for new hires	None provided		No Executive Board approval, no names provided.	Approved under Motion 46 for New Hire Dinners
410	2/15/2022	KV			Y	Bell Trans	Las Vegas	New Hire dinner	109.97	Transportation for new hires	None provided		No Executive Board approval, no names provided.	Approved under Motion 46 for New Hire Dinners
411	2/14/2022	AR			Y	Union Impact	Tukwila, WA	none given	2,115.00	System used to conduct Board polls.			No Executive Board approval.	IT work to pull reports for grievances
412	2/11/2022	AR			Y	Uber		Negotiations	131.81	Transportation			No to and from indicated.	From Airport to home
413	2/9/2022	AR			Y	Lyft		Negotiations	25.99	Transportation			No to and from indicated.	Receipt Provided.
414	2/9/2022	KV			Y	Albertson's	Henderson, NV	Negotiations	36.92	candy, cookies, ice	None provided	36.92	No names provided.	
415	2/8/2022	AR		N		PBR Rock Bar	?	Negotiations	33.25	?		33.25	MISSING RECEIPT, no location, no description, no names. MRA is not approved by the Executive Board.	MRA Approved by the Eboard on March 13 2024
416	2/7/2022	AR			Y	Lyft		Negotiations	41.99	Transportation			No to and from indicated.	Receipt Provided.
417	2/7/2022	KV			Y	Albertson's	Henderson, NV	Negotiations	89.32	soda, water, energy drinks	None provided	89.32	No names provided.	
418	2/3/2022	KV			Y	Hilton Garden Inn	Las Vegas	New hire dinner	1,462.84	meals and beverages	None provided		No Executive Board approval, no names provided.	Approved under Motion 46 for New Hire Dinners

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419	1/31/2022	KV			Y	Amazon		Eric Baron get well?	23.98	Candy, car magazines		23.98	Who is Eric Baron? No Executive Board approval, no policy.	Board Approved Will put a policy in place for "well being". Pilot that had a heart attack
420	1/31/2022	KV			Y	Amazon		Eric Baron get well?	91.88	Candy, car magazines		91.88	Who is Eric Baron? No Executive Board approval, no policy.	Board Approved Will put a policy in place for "well being". Pilot that had a heart attack
421	1/21/2022	AR		N		Barro's Pizza	?	Negotiations	27.02	Lunch	EV, K. Seiden	27.02	MISSING RECEIPT, no location, no description. MRA is not approved by the Executive Board.	MRA Approved by the Eboard on March 13 2024
422	1/21/2022	KV		Y		Bell Trans	Las Vegas	New Hire dinner	30.62	Transportation for new hires	None provided		No Executive Board approval, no names provided.	Approved under Motion 46 for New Hire Dinners
423	1/21/2022	KV		Y		Bell Trans	Las Vegas	New Hire dinner	235.52	Transportation for new hires	None provided		No Executive Board approval, no names provided.	Approved under Motion 46 for New Hire Dinners
424	1/12/2022	KV		Y		Kaplyn Las Vegas	Las Vegas	New hire dinner	813.99	transportation to dinner	No names provided		No Executive Board approval, no names provided.	Approved under Motion 46 for New Hire Dinners
425	1/12/2022	KV		Y		Quality Lapel Pins	Littleton, CO	None given	1,471.98	lanyards, pins			No Executive Board approval.	Union Swag. May need a retro motion and one moving forward. Required swag.
426	1/12/2022	KV		Y		Hilton Garden Inn	Las Vegas	New hire dinner	1,164.07	meals and beverages	None provided		No Executive Board approval, no names provided.	Approved under Motion 46 for New Hire Dinners
427	12/29/2021	AR		N		Best Buy	online	None given	975.36	Laptop			Who has the laptop?	Laptop currently in possession of Ryan Joseph
428	12/29/2021	KV		Y		Kaplyn Las Vegas	Las Vegas	New hire dinner	242.80	transportation to dinner	No names provided		No names provided.	Approved under Motion 46 for New Hire Dinners
429	12/29/2021	KV		Y		Hilton Garden Inn	Las Vegas	New hire dinner	1,128.66	meals and beverages	None provided		No names provided.	Approved under Motion 46 for New Hire Dinners
430	12/28/2021	KV		Y		Kaplyn Las Vegas	Las Vegas	New hire dinner	244.66	transportation to dinner	No names provided		No names provided.	Approved under Motion 46 for New Hire Dinners
431	11/27/2021	AR		Y		Best Buy	online	office supplies	104.54	Ipad pencil			optional equipment, no approval, no policy.	expense Approved by Trustee Scott Hegland
432	11/11/2021	AR		Y		Lyft		Negotiations	77.81	Transportation			No to and from indicated.	Receipt Provided
433	11/11/2021	KV		Y		Hilton Garden Inn	Las Vegas	New hire dinner	817.30	meals and beverages	None provided		No names provided.	Approved under Motion 46 for New Hire Dinners
434	11/10/2021	AR		Y		Gordon Ramsay Pub	Las Vegas	EXCO meeting	331.32	meals and beverages	EV, Phil Dietrich?	331.32	Who is Phil Dietrich? There is no Executive Council here, so what was the purpose?	Phil Dietrich is the Instructor Committee Chair. Meeting with Instructor Committee to discuss AQP.
435	11/10/2021	KV		Y		Kaplyn Las Vegas	Las Vegas	New hire dinner	135.85	transportation to dinner	No names provided		No names provided.	Approved under Motion 46 for New Hire Dinners
436	11/10/2021	KV		Y		Kaplyn Las Vegas	Las Vegas	New hire dinner	135.85	transportation to dinner	No names provided		No names provided.	Approved under Motion 46 for New Hire Dinners
437	11/10/2021	KV		Y		Albertson's	Henderson, NV	Negotiations	55.98	salad, whipped cream, jack links	None provided	55.98	No names provided.	
438	11/9/2021	AR		Y		Strip House	Las Vegas	meeting with Bourne	90.20	All alcohol	EV, possibly Bourne	90.20	All alcohol, no business purpose given.	Meeting with Bourne to discuss Lobbying efforts
439	11/9/2021	KV		Y		Einastein Bagels	Las Vegas	Negotiations	49.10	bagels, juice, coffee	None provided	49.10	No names provided.	
440	11/8/2021	AR		Y		Lyft		Negotiations	51.70	Transportation			No to and from indicated.	Receipt Provided
441	11/8/2021	KV		Y		Albertson's	Henderson, NV	Negotiations	51.60	soda, water, coffee drinks	None provided	51.60	No names provided.	
442	11/8/2021	KV		Y		Elana Hillon	Las Vegas	Negotiations	780.00	hotel stay			No folio, only confirmation given.	
443	11/2/2021	KV		Y		Amazon		Office supplies	216.75	ink cartridges		157.23	Incomplete receipt, only show items totaling \$42.78. Delivered to BK's house. No internal controls on supplies.	
444	10/30/2021	AR		Y		Lyft		Arbitration	57.98	transportation			No to and from indicated.	Receipt Provided.
445	10/29/2021	AR		Y		Lyft		Arbitration	64.71	transportation			No to and from indicated.	Receipt Provided
446	10/28/2021	AR		N		Barrio Café	?	Arbitration	29.33	?		29.33	MISSING RECEIPT, just print out of the CC charge.	Approved per Trustee Scott Hegland
447	10/28/2021	KV		Y		Rachels Kitchen	Las Vegas	Arbitration	254.90	meals	None provided	254.90	No names provided.	
448	10/28/2021	KV		Y		Einastein Bagels	Las Vegas	Arbitration	19.87	bagels and coffee	None provided	19.87	No names provided.	
449	10/28/2021	KV		Y		Einastein Brothers	Las Vegas	Arbitration	57.41	sandwiches and coffee	None provided	57.41	No names provided.	
450	10/27/2021	KV		Y		Hilton Garden Inn	Las Vegas	New hire dinner	1,169.06	meals and beverages	None provided		No names provided.	Approved under Motion 46 for New Hire Dinners
451	10/27/2021	KV		Y		Albertson's	Henderson, NV	Arbitration	46.41	soda, water, fruit	None provided	46.41	No names provided.	
452	10/23/2021	AR		Y		Elana Hillon	Las Vegas	Arbitration	683.14	upgraded hotel stay		30.00	\$15 a night upgrade fee. No approval or policy.	No upgrade requested

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453	10/23/2021	AR			Y	Southwest Airlines		Arbitration	77.00	Airline upgrades		77.00	Personal pack. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
454	10/11/2021	KV			Y	Hilton Garden Inn	Las Vegas	New hire dinner	949.46	meals and beverages	None provided		No names provided.	Approved under Motion 46 for New Hire Dinners
455	10/6/2021	KV			Y	Kaplyn Las Vegas	Las Vegas	New hire dinner	242.80	transportation to dinner	No names provided		No names provided.	Approved under Motion 46 for New Hire Dinners
456	10/1/2021	AR		N		Sky Harbor Parking	Phoenix	Negotiations	96.00	parking		96.00	MRA Approved by the Eboard on March 13 2024	MRA Approved by the Eboard on March 13 2024
457	9/29/2021	AR			Y	Fogo De Chao	Las Vegas	Negotiations	517.61	6 dinners, drinks and dessert	EV, K. Seiden, J. Allen, J. Killen.	517.61	Only 5 people listed including AR, who was the sixth person?	Scott Hegland was the 6th
458	9/27/2021	AR		N		CLV Parking	Las Vegas	Negotiations	15.00	parking		15.00	MRA Approved by the Eboard on March 13 2024	MRA Approved by the Eboard on March 13 2024
459	9/27/2021	AR			Y	PBR Rock Bar	Las Vegas	Negotiations	95.00	Alcohol	K. Seiden, J. Killen, T. Allen, etc.	95.00	All alcohol	Approved per Trustee Scott Hegland
460	9/26/2021	AR		N		Duane Purlong Studios	Scottsdale, AZ	professional services	641.30	Photos for Union Communications and public events approved by Scott Hegland.		641.30	MISSING RECEIPT, no MRA just a print out of the CC charge.	Receipt Provided. Expense Approved by Trustee Scott Hegland
461	9/25/2021	KV			Y	Walmart	Henderson, NV	Negotiations	80.56	itemized but can't read the whole receipt	None provided	80.56	Can't read receipt, no names provided.	
462	9/22/2021	KV			Y	Kaplyn Las Vegas	Las Vegas	New hire dinner	363.70	Energy drinks, coffee ?	No names provided		No names provided.	Approved under Motion 46 for New Hire Dinners
463	9/22/2021	KV			Y	Hilton Garden Inn	Las Vegas	New hire dinner	1,193.81	transportation to dinner	None provided		No names provided.	Approved under Motion 46 for New Hire Dinners
464	9/18/2021	KV			Y	Smith's	Henderson, NV	Negotiations on receipt, ER states negotiation snacks	23.20	meals and beverages			stamps for negotiations? Office supplies?	
465	8/31/2021	KV			Y	Hilton Garden Inn	Las Vegas	New hire dinner	1,419.31	meals and beverages	None provided		No names provided	Approved under Motion 46 for New Hire Dinners
466	8/19/2021	AR		Y	N	Café Belle	Las Vegas	Negotiations	12.98	Lunch		12.98	MISSING RECEIPT, no MRA just a print out of the CC charge.	Expense Approved by Trustee Scott Hegland
467	8/19/2021	AR			Y	Lyft		Negotiations	69.99	Transportation	None provided	18.62	No to and from indicated.	From Airport to home
468	8/19/2021	KV			Y	McDonalds	Henderson, NV	Negotiations	18.62	meals and beverages		15.00	No names provided	MRA Approved by the Eboard on March 13 2024
469	8/16/2021	AR		N		CLV	Las Vegas	Negotiations	15.00	parking		15.00	MRA Approved by the Eboard on March 13 2024	MRA Approved by the Eboard on March 13 2024
470	8/16/2021	AR			Y	Lyft		Negotiations	44.98	Transportation			No to and from indicated.	Receipt Provided
471	8/12/2021	KV			Y	Walmart	Henderson, NV	Negotiations	85.02	SODA, WATER, COFFEE	None provided	85.02	No negotiations where scheduled at this time per the sheet I was given by the BK.	
472	8/11/2021	KV			Y	Kaplyn Las Vegas	Las Vegas	New hire dinner	18.88	transportation to dinner	No names provided		No names provided.	Approved under Motion 46 for New Hire Dinners
473	8/10/2021	KV			Y	Hilton Garden Inn	Las Vegas	New hire dinner	1,434.03	meals and beverages	None provided		No names provided.	Approved under Motion 46 for New Hire Dinners
474	7/30/2021	KV			Y	Kaplyn Las Vegas	Las Vegas	New hire dinner	255.44	transportation to dinner	No names provided		No names provided.	Approved under Motion 46 for New Hire Dinners
475	7/30/2021	KV			Y	Kaplyn Las Vegas	Las Vegas	New hire dinner	368.74	transportation to dinner	No names provided		No names provided.	Approved under Motion 46 for New Hire Dinners
476	7/30/2021	KV			Y	Kaplyn Las Vegas	Las Vegas	New hire dinner	107.12	transportation to dinner	No names provided		No names provided.	Approved under Motion 46 for New Hire Dinners
477	7/16/2021	KV			Y	Hilton Garden Inn	Las Vegas	New hire dinner	1,386.72	meals and beverages	None provided		No names provided.	Approved under Motion 46 for New Hire Dinners
478	7/15/2021	KV				McDonalds	Henderson, NV	Negotiations	16.26	meals and coffee	None provided	16.26	No names provided.	
479	7/13/2021	AR			Y	Cosmopolitan / STK	Las Vegas	Negotiations	87.70	2 desserts, 2 alcoholic drinks	EV	87.70	No meals.	Approved per Trustee Scott Hegland
480	7/12/2021	AR		Y	N	Lazy Dog	Las Vegas	Negotiations	28.40	?	?	28.40	No itemized receipt, no names.	Approved per Trustee Scott Hegland
481	7/10/2021	KV			Y	Walmart	Las Vegas	Negotiations	51.30	coffee drinks, soda, water	None provided		No names provided.	
482	7/1/2021	AR			Y	Lyft		Negotiations	42.99	transportation			No to and from indicated.	Receipt Provided
483	7/1/2021	KV		Y	N	Kung Fu Thai	Las Vegas	Negotiations	149.50	?		149.50	No itemized receipt.	approved per Trustee Scott Hegland

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	DATE	WHO	TIME	CHECK #	ITEMIZED RECEIPT	ESTABLISHMENT	LOCATION	BUSINESS PURPOSE	COST	WHAT	OTHERS IN ATTENDANCE	AMOUNT TO BE REIMBURSED	COMMENTS	LU 2118 RESPONSE
484	6/30/2021	AR		Y	N	Lobster me	Las Vegas	Arbitration	29.91	?		29.91	No itemized receipt.	
485	6/29/2021	KV			Y	Albertsons	Henderson, NV	Negotiations	19.99	fruit	No names provided.	19.99	No names provided.	
486	6/28/2021	AR		Y	Y	Lyft		Negotiations	48.98	transportation			No to and from indicated.	
487	6/28/2021	KV			Y	Smiths	Las Vegas	Negotiations	18.77	water, soda	No names provided.	18.77	No to and from indicated.	Receipt Provided
488	6/26/2021	KV			Y	Amazon		Office supplies	33.15	Ipad case			Delivered to BK's house. No internal controls on supplies. Does Local Union provided a IPAD to BK? If so, why?	
489	6/26/2021	KV			Y	Amazon		Office supplies	1,007.87	Owl Pro Camera			Where is this now? Delivered to BK's house. No internal controls on supplies. Necessary?	
490	6/20/2021	AR		N		Hilton hotel	?	Negotiations	257.77	hotel stay		257.77	MISSING RECEIPT, no MRA just a print out of the CC charge.	Expense Approved by Trustee Scott Hegland
491	6/11/2021	AR		N		Freedom Park		Negotiations	67.91	parking		67.91	MRA Approved by the Eboard on March 13 2024	MRA Approved by the Eboard on March 13 2024
492	5/30/2021	AR		N		Sky Harbor	Phoenix	?	54.00	?		54.00	MISSING RECEIPT, and no MRA.	Expense Approved by Trustee Scott Hegland
493	4/28/2021	AR		Y		Lyft		Negotiations	43.99	transportation			No to and from indicated.	Receipt Provided
494	4/28/2021	KV		N		USA snack	Las Vegas	no given	1.35	water		1.35	MISSING RECEIPT, no purpose given.	
495	4/27/2021	AR			Y	Ben and Jerry's	Las Vegas	Negotiations	47.53	ice cream, 3 charges	Andrew Robles, Jay Killen, Josh Allen Scott Hegland	47.53	No names provided.	Provided retroactively
496	4/27/2021	AR			Y	Southwest		Negotiations	8.00	inflight wi-fi			Personal perk. No policy in place and was not approved.	Motion Passed to Approve Retro active Wifi Expenditures used for Union Business on March 13 2024
497	4/27/2021	AR		Y	Y	Lyft		Negotiations	58.64	transportation			No to and from indicated.	Receipt Provided
498	4/27/2021	AR		Y	Y	Lyft		Negotiations	12.99	transportation			No to and from indicated.	Receipt Provided
499	3/31/2021	KV			Y	United Airlines		Negotiations	24.00	Seat upgrades for J. Allen			Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
500	3/30/2021	KV			Y	Delta Airlines		Negotiations	14.99	Seat upgrades for K. Seiden.		14.99	Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
501	2/17/2021	KV			Y	Frontier Airlines		HIMS Conference	33.00	Seat upgrades for Brian Collins			Personal perk. No policy in place and was not approved.	Seat Upgrades are in compliance with our CBA. Approved Motion for retro upgrades on Mar 13 2024
502	1/6/2021	AR		N		Cafe Rio	?	None provided	14.28	?		14.28	MISSING RECEIPT, no location, no description. MRA is not approved by the Executive Board.	Expense Approved by Trustee Scott Hegland
503	1/6/2021	AR		N		Connections	?	None provided	10.28	?		10.28	MISSING RECEIPT, no location, no description. MRA is not approved by the Executive Board.	Expense Approved by Trustee Scott Hegland
504	1/6/2021	AR		N		Lyft	?	None provided	35.57	Transportation		35.57	MISSING RECEIPT, no location. MRA is not approved by the Executive Board.	Receipt Provided. Expense Approved by Trustee Scott Hegland
505	1/6/2021	AR		N		Bonito Michocan	?	None provided	16.95	?		16.95	MISSING RECEIPT, no location, no description. MRA is not approved by the Executive Board.	Expense Approved by Trustee Scott Hegland
506	1/6/2021	AR		N		Wahoo Fish Tacos	?	None provided	33.39	?		33.39	MISSING RECEIPT, no location, no description. MRA is not approved by the Executive Board.	Expense Approved by Trustee Scott Hegland
507	1/6/2021	AR		N		Nori's Italian Cuisine	?	None provided	116.94	?		116.94	MISSING RECEIPT, no location, no description. MRA is not approved by the Executive Board.	Expense Approved by Trustee Scott Hegland
508	1/6/2021	AR		N		Popeye's	?	None provided	6.80	?		6.80	MISSING RECEIPT, no location, no description. MRA is not approved by the Executive Board.	Expense Approved by Trustee Scott Hegland
509	1/6/2021	AR		N		Burger King	?	None provided	9.45	?		9.45	MISSING RECEIPT, no location, no description. MRA is not approved by the Executive Board.	Expense Approved by Trustee Scott Hegland

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	DATE	WHO	TIME	CHECK #	ITEMIZED RECEIPT	ESTABLISHMENT	LOCATION	BUSINESS PURPOSE	COST	WHAT	OTHERS IN ATTENDANCE	AMOUNT TO BE REIMBURSED	COMMENTS	LU 2118 RESPONSE
510	1/6/2021	AR		N		Lyft	?	None provided.	30.95	Transportation		30.95	MISSING RECEIPT, no location. MRA is not approved by the Executive Board.	Receipt Provided. Expense Approved by Trustee Scott Hegland
511	1/1/2020	AR		Y	N	T&H shipping	Cape Coral, FL	?	4,543.00	shipping services		4,543.00	No business purpose given.	UnionSwag. I believe it was lanyards approved by Trustee Scott Hegland.
512	10/14/2020	AR		N		Capitol's	?	None provided.	27.64	?		27.64	MISSING RECEIPT, no location. MRA is not approved by the Executive Board.	Receipt Provided. Expense Approved by Trustee Scott Hegland
513	10/14/2020	AR		N		Lyft	?	None provided.	18.53	Transportation		18.53	MISSING RECEIPT, no location. MRA is not approved by the Executive Board.	Receipt Provided. Expense Approved by Trustee Scott Hegland
514	10/14/2020	AR		N		Lyft	?	None provided.	21.79	Transportation		21.79	MISSING RECEIPT, no location. MRA is not approved by the Executive Board.	Receipt Provided. Expense Approved by Trustee Scott Hegland
515	10/14/2020	AR		N		Southwest Airlines		None provided.	231.98	Airfare		231.98	MISSING RECEIPT, NO PURPOSE GIVEN. MRA is not approved by the Executive Board.	Receipt Provided. Expense Approved by Trustee Scott Hegland
516	10/14/2020	AR		N		Southwest Airlines		None provided.	231.98	Airfare		231.98	MISSING RECEIPT, NO PURPOSE GIVEN. MRA is not approved by the Executive Board.	Receipt Provided. Expense Approved by Trustee Scott Hegland
517	10/14/2020	AR		N		Lyft	?	None provided.	31.99	Transportation		31.99	MISSING RECEIPT, no location. MRA is not approved by the Executive Board.	Receipt Provided. Expense Approved by Trustee Scott Hegland
518	10/10/2020	AR		N		Southwest Airlines		None provided.	221.98	Airfare		221.98	MISSING RECEIPT, NO PURPOSE GIVEN. MRA is not approved by the Executive Board.	Receipt Provided. Expense Approved by Trustee Scott Hegland
519	10/10/2020	AR		N		Southwest Airlines		None provided.	221.98	Airfare		221.98	MISSING RECEIPT, NO PURPOSE GIVEN. MRA is not approved by the Executive Board.	Receipt Provided. Expense Approved by Trustee Scott Hegland
520	8/19/2020	AR		N		Elara Food and Beverage	?	?	12.78	?	None provided.	12.78	MISSING RECEIPT, NO PURPOSE GIVEN, no names, no location. MRA is not approved by the Executive Board.	Expense Approved by Trustee Scott Hegland
521	8/19/2020	AR		N	N	Sunny Side Up	Las Vegas	Arbitration	63.11	?	None provided.	63.11	MISSING RECEIPT, no MRA just a print out of the CC charge.	Expense Approved by Trustee Scott Hegland
522	8/18/2020	AR		N		Egg Works	?	?	57.64	?	None provided.	57.64	MISSING RECEIPT, NO PURPOSE GIVEN, no names, no location. MRA is not approved by the Executive Board.	Expense Approved by Trustee Scott Hegland
523	8/18/2020	AR		N		Desert Cab	?	?	62.85	Transportation		62.85	MISSING RECEIPT, NO PURPOSE GIVEN, no location. MRA is not approved by the Executive Board.	Expense Approved by Trustee Scott Hegland
524	8/17/2020	AR		Y	N	Nora's Cuisine	Las Vegas	Arbitration	55.95	?		55.95	No itemized receipt.	Expense Approved by Trustee Scott Hegland
525	8/17/2020	AR		N		Blueberry Hill Restaurant	?	?	39.72	?	None provided.	39.72	MISSING RECEIPT, NO PURPOSE GIVEN, no names, no location. MRA is not approved by the Executive Board.	Expense Approved by Trustee Scott Hegland
526														
527	TOTALS								157,808.57			45,424.79		

Robles Exhibit 20

See thumb drive for two (2) video clips.



Charged Parties
Exhibit
20A & B
Date: 10-29-24
Lexitas

Exhibit 21

DECLARATION OF STEVEN ALLEN

I, Captain Steven Allen, declare the following:

1. I have been a pilot with Allegiant Air since 2014. Prior to that, I worked at Piedmont Airlines and served as an ALPA volunteer for almost 10 years.
2. While Allegiant pilots and pilots of other carriers were represented by Local 1224, I served as the chairman of the Allegiant Executive Council, commonly called the "ExCo," from December 2016 to December 2017. The ExCo, including that of chairman, are selected by election by the pilot group.
3. I have known Captain Robles since October 2016. He and I served on the Allegiant ExCo together when I was the ExCo Chairman.
4. When Allegiant pilots joined local 1224, it had a big, positive financial impact upon the local. Shortly after our contract was signed, a motion was made to give big pay raises to Greg Unterseher and Ed Gleason. Unterseher was serving as a business agent, and Gleason was General Counsel to Local 1224. I opposed the motion and coordinated with other E-Board members to oppose the motion as well. This led to a no-vote and forced a subsequent vote on a motion with much lower pay.
5. While serving as the ExCo chairman, I was maintaining my flight currency and taking flight pay loss on a part-time basis when involved in union activities. It is my understanding, however, that the Allegiant CBA authorized one pilot to be on long-term flight pay loss and not maintain their flight currency status.
6. Shortly after I opposed the pay increases for Unterseher and Gleason, Unterseher began questioning my flight pay loss. As requested, I provided the basis for every single day of flight pay loss I had taken. I believe that the "inquiry" into my flight pay loss was a political punishment for opposing the 1224 leadership. No issue was found as to the flight pay loss I had taken.
7. I am aware of the charges lodged against Andrew Robles and the other officers of the Local 2118, and this seems to be a continuation of Unterseher's pattern of challenging flight pay loss when you have disagreed with him politically.
8. During my time as ExCo chairman I had several instances where I stood opposed to payments and/or vendors that 1224 used. I was chastised and even threatened with physical violence at one point by Mr. Gleason.
9. Mr. Unterseher has threatened to bring me up on charges on at least three separate occasions, both while I was ExCo chairman and after I had left office.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 18th day of October, 2024.


Steven C. Allen

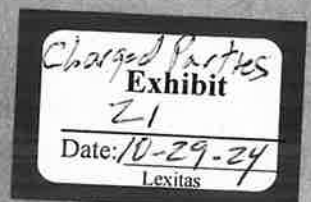
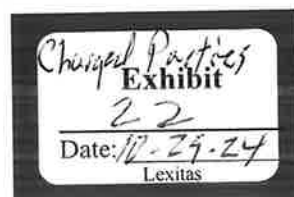


Exhibit 22

DECLARATION OF SCOTT HEGLAND

I, Scott Hegland, declare the following:

1. I understand that Captain Andrew Robles and other officers of the Local 2118 Executive Board have been charged by IBT General President Sean O'Brien, and a hearing on those charges has been scheduled for October 29. I am submitting this declaration for the panel's consideration of Charge One against Captain Robles.
2. I was a 21-year pilot with Midwest Airlines from 1988-2008 and since then have served in various capacities in the airline industry, including as an International Representative for the IBT's Airline Division from approximately 2009-2022.
3. I have known Captain Robles since approximately 2019.
4. In May 2020 I was appointed by former General President Hoffa to serve as Trustee and International representative for L2118, which had been granted its own charter and represents pilots for Allegiant Airlines.
5. Based upon my direct interactions with Captain Robles and knowledge of the tasks he was handling when the local was first formed, I knew that Captain Robles worked literally daily on union issues and activities. I consider him to be a hard-working and committed trade unionist. When I was part of the trusteeship of L747 in 2009 and eventually became the trustee in late 2010, we had an entire team of individuals who participated in the initial trusteeship of that local. Unlike my experiences at L747, Captain Robles and I were the only two individuals who were working every day on the initial startup with L2118 until we hired our secretary, Karen VanNostrand.
6. Before and during the initial trusteeship of L2118, I knew that Captain Robles was taking flight pay loss while working on union business, which occurred daily during the trusteeship. Since Captain Robles and I were the only two individuals in charge of handling the day-to-day operations of L2118, I knew he would not be able to fly much. During the early days of the trusteeship, Captain Robles informed me that he would try and stay current. It is a normal occurrence for pilots who are off the majority of the time due to flight pay loss to see a reduction of their flight proficiency. During the onset of the trusteeship, I also became aware of the difficult relationship Captain Robles had with certain individuals in senior management. This included individuals in senior management, as well as individuals in their Training Department. I recall having a couple of conversations with Captain Robles regarding my concern that Allegiant could use a potential lapse in his flight proficiency as a way to fail him during his recurrent training and possibly use such failure as a reason to terminate his employment. This has always been a concern with union leadership at almost every airline group I've worked with during my career. When a union official has a contentious relationship with their management, like Captain Robles had with Allegiant management, the chance that they may try and fire him, only to take him "hostage" during the trusteeship and/or while he was participating in negotiations was an ever-present concern of mine. As a result, I suggested to Captain Robles during one or two of our conversations that he should consider going on full-time



flight pay loss. I found this to be in his best interest and in the interest of the Allegiant pilots that we were representing. By taking full-time flight pay loss, this would mean he could continue working each and every day for the Allegiant pilots while not having to worry about subjecting himself to the company's training environment twice a year.

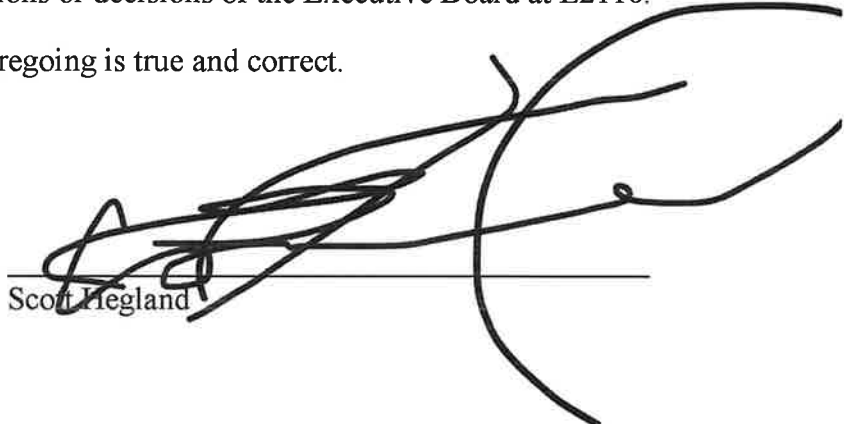
7. The Allegiant contract permitted one individual who had accepted a full-time elected position with the Local or International to take time off for purposes of long-term union business. It was also pointed out in the charges that Captain Robles went "non-current" at or about November 1, 2021. During a conversation with Captain Robles in September or October of 2021 he informed me that he intended not to perform his annual "line check" that was scheduled in December 2021 and as a result would go "non-current" at that time. The status of his currency never was a regular topic of conversation, but when Captain Robles informed me of this decision, I was actually very surprised he didn't do it much earlier. During Local 2118's trusteeship, we were extremely busy representing over 1000 Allegiant pilots. I knew from my personal interactions with Captain Robles that he rarely took any personal time away from his union duties. There were many weekends where we found ourselves on the phone at 3-4 AM catching up on new and unresolved issues.
8. There were other reasons for Captain Robles to go "non-current" and not bid a monthly line of time. If Captain Robles would have bid a line of time only to drop all his flights for union business, it would have been a disservice to his fellow pilots, particularly to pilots who as a result of Captain Robles not bidding a line, now had the seniority to bid and be awarded a line of time for the month. If Captain Robles would have bid for a line, it certainly would have deprived others of being awarded a line with those trips. Also, having those trips available during the bidding process, those available trips provided the opportunity for management to build better lines with more consistent weekly schedules and with higher pay. In the end, having Captain Robles on full-time flight pay loss during the trusteeship had a very positive effect on his fellow pilots and their ability to have a better quality of life, as well as the ability for other pilots to earn more money each month. The company never raised any objection to Captain Robles or me about him not bidding a line during the trusteeship and taking full-time flight pay loss.
9. I am not aware of Allegiant or any other airline having a distinction between "reimbursable" and "non-reimbursable" flight pay loss. While there is some union committee work at some airlines where it is not charged back to the union for performing these duties, these exceptions are normally negotiated into the CBA. I do not ever recall where a pilot is expected to reimburse the union for flight pay loss and to my knowledge, I have never come across such a concept in the airline industry. After reading this charging report, it is the first time I've ever heard the use of such terminology.
10. During the trusteeship, Captain Robles and I also discussed that the Allegiant contract specifically authorized 4 hours of flight pay loss a day. Again, Captain Robles was doing union work on a daily basis so I understood that taking 120 hours of flight pay loss each month was not unreasonable. Captain Robles worked well beyond 4 hours each day.
11. Captain Robles and I, however, took additional steps to review and give consideration to the appropriate compensation for him as he was preparing to become the principal officer

of L2118. Captain Robles and I looked at the compensation for other Allegiant pilots of his seniority and arrived at a number that we believed was fair. There were pilots, for example, involved in training who were making considerably more than the figure we agreed upon, as well as line pilots who were able to pick up a considerable amount of unassigned flying from open time, which Captain Robles was unable to do, given his union responsibilities. After looking at the data with him, I recall there was one conversation we had where Captain Robles rejected a higher number because he believed it was too high.

12. As trustee of L2118 at the time, I believe I was within my authority to approve Captain Robles's flight pay loss and I believe his flight pay loss was reasonable and in line with the airline industry practice for full-time union officers. I furthermore discussed this decision with my superiors at the IBT in Washington DC.
13. After the trusteeship was over, I could only assume that Captain Robles's flight pay loss would have been agreed upon by L2118's Executive Board and those results would have been reported monthly in the trustee report after it was approved by the trustees and the Secretary-Treasurer. While I had no knowledge of the ongoing decisions made by the Executive Board after the trusteeship, I can only assume that Captain Robles's flight pay loss was transparently reported. Also, after the trusteeship, I was hired by L2118 for the sole purpose of the Executive Board wanting my continuing participation in their ongoing negotiations. During these negotiations after the trusteeship, I was not privy to or directly participating in any day-to-day functions or decisions of the Executive Board at L2118.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 9th day of October 2024.



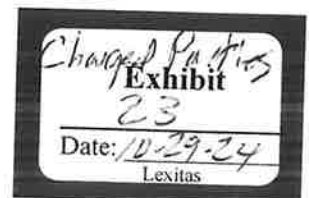
Scott Hegland

Exhibit 23

DECLARATION OF ERICK VALENZUELA

I, Erick Valenzuela, declare the following:

1. I was a pilot with Allegiant Air from December 2015 until April 2023, serving as a First Officer and Captain. Prior to that, I was a First Officer with ExpressJet Airlines. I currently work for American Airlines as a First Officer.
2. I met Captain Andrew Robles when I began flying with Allegiant, and served in various roles within the Union; including, Payroll Committee, Steward, and Executive Council Member. He and I served on the first Local 2118 Executive Board together until I joined American Airlines. I was the Secretary—Treasurer of Local 2118. I was also a Business Agent for a short duration in early 2024 to assist with the IBT Audit.
3. I am aware of the charges lodged against Captain Robles and the other officers of the Local 2118 and submit this declaration for the consideration of the hearing panel and General President.
4. During the trusteeship of 2118 – before the first elected Executive Board took office – I assisted Scott Hegland, the trustee, and Captain Robles in setting up software and administrative processes for the local, to include our membership database and grievance software to assist in union business. I also incorporated several custom modules within the software to include Flight Pay Loss processing.
5. There was a period of time when the membership had yet to elect the first Executive Board nor had 2118 been released from trusteeship by the IBT. Around that time period, I recall having multiple conversations with Captain Robles regarding what would be the appropriate flight pay loss for Captain Robles to take as the President of the local if that were to happen.
 - a. I recall a conversation involving the original Executive Council; me, Captain Robles, and Captain Ryan Fogelsanger. This conversation related to Robles' compensation structure as President and what it should be. Robles had pulled a dues report which contained every pilot's salary on property. Together we analyzed the salaries of pilots in Andrew's seniority level, salaries of the Top earners in the entire pilot group, and studied several cross-sections of the pilot demographic (e.g. Base, Line Type, Simulator Instructor vs. Line Pilot) We also compared and contrasted the compensation packages of other Airline Pilot Union Presidents/MEC Officers. During that conversation, we concluded that compensation from the 80th percentile of Andrew's seniority would be fair. However, I remember noting that there was a big discrepancy between those flying the line and those working as instructors who were crediting in excess of 200 Pay Credit Hours a month. In brainstorming how to facilitate Andrew's compensation, we turned to the CBA. In referencing Section 24.2.a.i of the CBA,



we were only able to accrue 4 hours of flight pay loss per day and therefore taking flight pay loss for a 30-day month would be a maximum of 120 PCH. I felt this was not sufficient compensation but would be the best overall approach as it could be satisfactorily explained to the pilot group, complied neatly within the provisions of our CBA, and worked well with the existing Flight Pay Loss processes with Allegiant's Payroll Department.

- b. Though we defined what Andrew would potentially get paid if placed on full-time flight pay loss, he was always insistent on continuing to fly aircraft regardless of how busy he was. We even tried to complete a letter of agreement with Allegiant's labor relations to incorporate a way for Union Officers to remain proficient with routine Simulator sessions and line flying, but we fell short of coming to a deal (This particular provision did eventually get agreed on during negotiations under Section 24 Union Business at a later date.) This issue became more pressing as negotiations with Allegiant became heated. We witnessed glaring union animosity with fellow union volunteers and became concerned with Andrew's risks flying the line. I recall a conversation with me, Robles, and Scott Hegland about Robles' need to transition to Full-time Flight Pay Loss. Robles wanted to stay current, but given the strained situation in negotiations, there was also concern that action could be taken against Robles, as Allegiant management had already threatened Andrew's job on several occasions throughout the years. The three of us were discussing what flight pay loss Robles should receive and I do recall at some point adding Ryan Fogelsanger to the conversation over the phone as we started discussing. The concept of Robles taking 120 flight pay loss hours a month came up again, as well as what we had researched and discussed before as an EXCO. Scott was very supportive of the approach and urged us to get it done as soon as possible.
6. I have heard questions raised about why Robles' flight pay loss fluctuated on a monthly basis. I would be aware of this because as Secretary-Treasurer I reviewed and approved monthly and quarterly financial reports, which included a report of flight pay loss taken by members. During that time, Robles and others, including Ryan Joseph, were taking flight pay loss. Because Robles was never a salaried employee employed directly by the Union, his flight pay loss hours within a monthly Trustee Report would fluctuate from month to month. These fluctuations would occur for any used benefit he would take (e.g. sick time, vacation time) and were based on Allegiant's Payroll department processing, which were, and probably still is, notorious for errors. Nevertheless, myself, and the other Trustees; *Ryan Joseph*, Michael Cawley, and Kurt Hanson, reviewed the Trustee Reports, Reconciled any discrepancies, and submitted these reports monthly to the IBT for more than a year.
7. During my time on the 2118 Executive Board, I recall many instances of productive discourse within the group regarding strategic planning, expenditure approvals, and

general governance of the union. Surprisingly, we were always a cohesive group and came to consensus. Towards the beginning of our official tenures as Officers, I recall Ryan Joseph, who was then a trustee, asking me about Robles' flight pay loss and the genesis of many of the processes we stood up in Trusteeship. I gave an explanation and reasoning of Captain Robles' existing compensation, and I believed the question to be resolved as I never had any conversations about it again with Joseph. The allegations of *Unilateral* salary increases for Captain Robles is unfounded. Ryan Joseph signed and approved those reports without objection while I was Secretary-Treasurer and for several months after I resigned my position (I reviewed these Trustee Reports during the 2024 Audit).

8. As the administrative processes were being developed, I worked with our vendor, Union Impact, to create an online Flight Pay Loss portal. This user interface was accessible to all pilot's and Admin rights were provided to Scott Hegland, myself, and Andrew Robles. An "at-a-glance" calendar view of all approved and denied Flight Pay Loss requests were available internally for review. Once operational, Andrew used this to request FPL for himself, track other pilot's FPL, and automate the correspondences with the company. At times reports were produced to review as an Executive Board to analyze trends. In addition, upon the company receiving these requests, on their end, they would update the pilot's schedule on the public pilot calendar for all fellow pilots to see with a special Union coding. Andrew's schedule was no different and was accessible to his fellow Punta Gorda, Florida based pilots. Again, transparently published and publicly available—nothing nefarious.
9. To further bolster their assertion that Andrew compensated himself far more than practical, It has been suggested that Andrew is not and would never be qualified to serve in the Training Center as a Simulator Instructor, or Check Airmen. That is very far from the truth. In my dealings with the company before Local 2118, as well as during, I had several discussions with the Flight Standards and Training Representatives. In one particular conversation during negotiations with the Director of Standards and Training, Ed Faith, I recall the willingness of the company to train and incorporate key Union Officers as Instructors. The purpose was to give the Union leaders a better understanding of the training curriculums, the pilot's learning deficiencies, and goals of the company during various elements of negotiations. At the time we were in discussions about the Training section of the contract; as well as, implementing a new and improved training program that required changes to the current contract. This was one instance, but it was generally conveyed by other mid-level managers the opportunity was available if we wanted to take it. As I understand, one of the board members, Ryan Fogelsanger, did take Captain Faith's offer, was trained around that time as an instructor, and still serves Allegiant as a simulator instructor. It is absolutely within the realm of possibility for Andrew to have done the same and make hundreds of thousands more than his position as President of Local 2118. Knowing Andrew, it was never about the money, which makes these assertions that much more outlandish.

10. I understand that Ryan Joseph has made statements during these proceedings that I told him Robles' compensation was excessive. That is incorrect. I am confident I did not say that because I did not (and do not) believe Robles' compensation was excessive. I was aware of the analysis done to ensure that Robles was compensated in a fair and reasonable manner, and Robles' flight pay loss was transparent within the local. I made it known with pilots I personally flew with If they asked and they too always supported Andrew's level of compensation.
11. When 2118 exited Trusteeship and was turned over to the newly elected Executive Board, negotiations with Allegiant were active and the priority of 2118 leadership. I recall some discussions that policies for the local would be developed in a natural way, as things came up. It was the Board's understanding from the IBT and Hegland that there was not an absolute requirement for a policy or procedures manual immediately, but that one should be drafted and updated to address issues that arose once the Board had enough bandwidth. Per the CBA, and exacerbated by the company's scheduling department, we were severely handicapped with the amount of Flight Pay Loss we could take to support additional projects and devoted our resources to the Section 6 Contract negotiations at hand.
12. Before I assumed office, Calibre had been retained to provide general accounting services and annual audits of the local. After I was in office, I would get updates from Karen Vannostrand. Apart from a handful of affidavits needed throughout the year, I do not recall any significant issues being raised by those audits. Any discrepancies would be resolved satisfactorily.
13. I am also aware of how American Airlines compensates the chief officer of its union. In 2023, Edward Sicher, president of the Allied Pilot's Association, received \$407,504 per the OLMS LM-2 report from 07/01/2023 to 06/30/2024. After the new contract, the President of the Allied Pilot's Association is slated to receive approximately \$614,000 per year not to include federal per diem and applicable expense reimbursements/stipends. These values only account for those monies spent by the Union itself and does not include American Airline's supplemental compensation to the National Officers. Andrew's compensation as a *Teamster's* Local President falls well below the industry, but remains reasonable within the scope of membership size and overall dues revenues.
14. In my view, there is and has been significant animosity toward Robles by those involved in 1224 – both while Allegiant was part of 1224 and since the creation of 2118. I have witnessed unprofessional behavior from representatives of 1224 directed towards Andrew Robles. The business agents and legal council of 1224 were always taking positions that undermined the strength of the Allegiant pilot's futures. I personally had to deal with the aftermath of their inaction and negligence by aggressively processing 2,000+ valid grievances upon inception of Local 2118. The previous Administration understood our need to better position our pilot's bargaining power and granted our request to leave 1224. Unfortunately, under these false pretenses and fabricated charges, 1224 has

somehow reinserted themselves into Allegiant Pilot's affairs. These charges are the result of a failed election campaign to unseat Andrew as Spokesperson of the current negotiations with Allegiant. After the results of a democratic election weren't in their favor, Ryan Joseph et al., naively and ruinously employed the help of Greg Untersher to take these purely political actions and stage this coup. To insure it stuck and insure continued support from the pilot group, these fallacious charges were filed towards an entire Executive Board —minus one. I urge you to use prudence when determining the validity of these allegations and ensure a fair proceeding—you owe it to your brothers.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 21st day of October 2024.


Erick Valenzuela

Exhibit 24

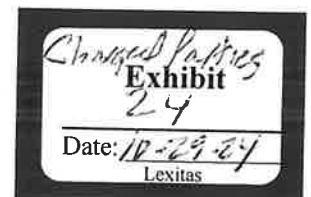


Trustees Report
Cash Received

Trustees Report And Certificate

APA LOCAL 2118
Chase Checking

For The Period
02/01/2022 - 02/28/2022
QB Closing Date: 2/28/2022



35 Meeting & Committee Expense	
36 Strike Expenses	\$3,163.93
37 Auto Expense	
38 Out-of-Town Travel	
39 Allocated Services	
40 Other Expenses (Schedule B)	
41 Other Transactions (Schedule C)	
42 Total Paid Out	\$132,994.98
43 Net Increase (or Decrease) in Cash	\$337,851.06
44 Cash Balance Beginning of Period - General Fund - Checking Acct	\$134,840.39
45 Cash Balance End of Period - General Fund - Checking Acct	\$2,750,999.39



Trustees Report And Certificate

APA LOCAL 2118
Chase Checking

For The Period

02/01/2022-02/28/2022

QB Closing Date: 2/28/2022

Statement of Assets

	Beginning of Period	Change	End of Period
General Fund	\$2,700,000.00	\$10,000.00	\$2,710,000.00
Savings	\$17,955.25	\$22,665.14	\$40,620.39
Office Furniture & Equipment			
Total Assets			
Deduct Obligations (Per list Below)	\$260.62	\$(6.46)	\$254.16
Net Assets			

Total List of Obligations

Other Transactions - Schedule C

800 - Payroll Liabilities : Payroll Liability Unpaid

DATE: _____

accordance with Article X, Section C of the International Constitution, have examined the books of the Local Union for the month/year of 2/2022, and do hereby certify that they, the accompanying Statement of Income and Expenses, the Statement of Assets and Liabilities, and the Trustees Report are, to the best of our knowledge and belief, correct and complete.

Kurt S. Hanson

Ryan P. Joseph

Witness: Michael R. Cawley

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03/22/22

Accrual Basis

APA LOCAL 2118
Profit & Loss Detail
 January 1 through March 22, 2022

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Income									
1000 · Membership Dues									
1001 · Dues - Cash									
Deposit	01/31/2022			Dovydaitis			102 · Chase C...	552.22	552.22
Deposit	02/28/2022			Dovydaitis			102 · Chase C...	706.60	1,258.82
Total 1001 · Dues - Cash								1,258.82	1,258.82
1002 · Dues - Checkoff									
Deposit	01/31/2022			Deposit			102 · Chase C...	275,534.72	275,534.72
Deposit	02/28/2022			Deposit			102 · Chase C...	317,708.95	593,243.67
Total 1002 · Dues - Checkoff								593,243.67	593,243.67
Total 1000 · Membership Dues								594,502.49	594,502.49
1060 · Assessment									
1061 · Assessment 1									
Deposit	01/31/2022			Dovydaitis			102 · Chase C...	265.49	265.49
Deposit	01/31/2022			Deposit			102 · Chase C...	132,735.95	133,001.44
Deposit	02/28/2022			Dovydaitis			102 · Chase C...	339.71	133,341.15
Deposit	02/28/2022			Deposit			102 · Chase C...	153,131.53	286,472.68
Total 1061 · Assessment 1								286,472.68	286,472.68
Total 1060 · Assessment								286,472.68	286,472.68
1100 · Non-Member Fees									
1125 · O/R Member									
Deposit	01/31/2022			Deposit			102 · Chase C...	554.43	554.43
Deposit	02/28/2022			Deposit			102 · Chase C...	804.66	1,359.09
Total 1125 · O/R Member								1,359.09	1,359.09
Total 1100 · Non-Member Fees								1,359.09	1,359.09
1400 · Other Income (Schedule A)									
1404 · Interest & Dividends									
1406 · Savings									
Deposit	01/31/2022			Interest			201 · Assessm...	58.61	58.61
Deposit	02/28/2022			Interest			201 · Assessm...	54.35	112.96
Total 1406 · Savings								112.96	112.96
Total 1404 · Interest & Dividends								112.96	112.96
1418 · Reimbursements									
1418.4 · Auto Expense									
Deposit	01/31/2022			Andrew Robl...			102 · Chase C...	134.94	134.94
Total 1418.4 · Auto Expense								134.94	134.94
Total 1418 · Reimbursements								134.94	134.94
Total 1400 · Other Income (Schedule A)								247.90	247.90
Total Income								882,582.16	882,582.16
Expense									
2000 · Salaries									
2001 · Gross Wages									
Paycheck	01/07/2022	DD1033	Karen A VanNostrand	Direct Deposit			102 · Chase C...	2,961.54	2,961.54
Paycheck	01/21/2022	DD1034	Karen A VanNostrand	Direct Deposit			102 · Chase C...	2,961.54	5,923.08
Paycheck	02/04/2022	DD1035	Karen A VanNostrand	Direct Deposit			102 · Chase C...	2,961.54	8,884.62
Paycheck	02/18/2022	DD1036	Karen A VanNostrand	Direct Deposit			102 · Chase C...	2,961.54	11,846.16
Paycheck	03/04/2022	DD1037	Karen A VanNostrand	Direct Deposit			102 · Chase C...	2,961.54	14,807.70
Paycheck	03/18/2022	DD1038	Karen A VanNostrand	Direct Deposit			102 · Chase C...	2,961.54	17,769.24
Total 2001 · Gross Wages								17,769.24	17,769.24
Total 2000 · Salaries								17,769.24	17,769.24
2020 · Loss Time Wage									
Check	02/13/2022	1223	Allegiant Payroll/AR	FPL 11.01.20...	LM-2:4, ...		102 · Chase C...	42,598.79	42,598.79
Check	02/13/2022	1224	Allegiant Payroll/AR	FPL 12.01.20...	LM-2:4, ...		102 · Chase C...	66,770.32	109,369.11
Total 2020 · Loss Time Wage								109,369.11	109,369.11

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Accrual Basis

APA LOCAL 2118 Profit & Loss Detail

January 1 through March 22, 2022

Type	Date	Num	Name	Memo	Class	Cir	Split	Amount	Balance
3000 - Per Capita Tax									
3001 - International									
Check	01/12/2022	1216	IBT - INTERNL BR...	Per Capital T...	LM-2:56, ...		102 - Chase C...	38,270.00	38,270.00
Check	02/14/2022	1228	IBT - INTERNL BR...	Per Capita Ta...	LM-2:56, ...		102 - Chase C...	38,494.57	76,764.57
Check	03/11/2022	1234	IBT - INTERNL BR...	Per Capita Ta...	LM-2:56, ...		102 - Chase C...	39,449.35	116,213.92
Total 3001 - International								116,213.92	116,213.92
3010 - Joint Council									
Check	01/12/2022	1215	TEAMSTERS JC 42	JC 42 - Per C...	LM-2:56, ...		102 - Chase C...	1,388.80	1,388.80
Check	02/14/2022	1227	TEAMSTERS JC 42	JC 42 - Per C...	LM-2:56, ...		102 - Chase C...	1,423.80	2,812.60
Check	03/11/2022	1233	TEAMSTERS JC 42	JC 42 - Per C...	LM-2:56, ...		102 - Chase C...	1,414.00	4,226.60
Total 3010 - Joint Council								4,226.60	4,226.60
Total 3000 - Per Capita Tax								120,440.52	120,440.52
3200 - Benefits Paid									
3204 - 401(k) - Employer Contrib									
Paycheck	01/07/2022	DD1033	Karen A VanNostrand	Direct Deposit			102 - Chase C...	148.08	148.08
Paycheck	01/21/2022	DD1034	Karen A VanNostrand	Direct Deposit			102 - Chase C...	148.08	296.16
Paycheck	02/04/2022	DD1035	Karen A VanNostrand	Direct Deposit			102 - Chase C...	148.08	444.24
Paycheck	02/18/2022	DD1036	Karen A VanNostrand	Direct Deposit			102 - Chase C...	148.08	592.32
Paycheck	03/04/2022	DD1037	Karen A VanNostrand	Direct Deposit			102 - Chase C...	148.08	740.40
Paycheck	03/18/2022	DD1038	Karen A VanNostrand	Direct Deposit			102 - Chase C...	148.08	888.48
Total 3204 - 401(k) - Employer Contrib								888.48	888.48
Total 3200 - Benefits Paid								888.48	888.48
4000 - Office & Administrative									
4010 - Rent - Office & Meeting Hall									
Check	01/12/2022	1211	THE URBAN LAW ...	Rent	LM-2:5, ...		102 - Chase C...	1,000.00	1,000.00
Check	02/07/2022	1220	THE URBAN LAW ...	Rent	LM-2:5, ...		102 - Chase C...	1,000.00	2,000.00
Check	03/11/2022	1230	THE URBAN LAW ...	Rent	LM-2:5, ...		102 - Chase C...	1,000.00	3,000.00
Total 4010 - Rent - Office & Meeting Hall								3,000.00	3,000.00
4020 - Office Supplies & Printing									
Check	01/12/2022	1210	IBT - INTERNL BR...	Per Capital T...	LM-2:5, ...		102 - Chase C...	37.50	37.50
Credit Card Charge	01/25/2022		Amazon	Supplies	LM-2:5, ...		752 - Karen V...	65.01	102.51
Credit Card Charge	01/25/2022		Best Buy	MacBook Air ...	LM-2:4, ...		751 - Andrew ...	975.36	1,077.87
Check	01/26/2022	1218	FOLEY ASSOCIAT...	BADGE BAC...	LM-2:5, ...		102 - Chase C...	940.40	2,018.27
Total 4020 - Office Supplies & Printing								2,018.27	2,018.27
4030 - Postage									
Credit Card Charge	01/25/2022		USPS	Postage for h...	LM-2:5, ...		752 - Karen V...	2,850.00	2,850.00
Credit Card Charge	01/25/2022		USPS	Postage for h...	LM-2:5, ...		752 - Karen V...	315.90	3,165.90
Credit Card Charge	01/25/2022		USPS	Postage to sh...	LM-2:5, ...		752 - Karen V...	62.60	3,228.50
Credit Card Charge	01/25/2022		THE UPS STORE	Postage	LM-2:5, ...		751 - Andrew ...	31.13	3,259.63
Credit Card Charge	01/25/2022		THE UPS STORE	Postage	LM-2:5, ...		751 - Andrew ...	132.82	3,392.45
Credit Card Charge	02/25/2022		THE UPS STORE	Postage	LM-2:5, ...		751 - Andrew ...	176.82	3,569.27
Credit Card Charge	02/25/2022		THE UPS STORE	Postage	LM-2:5, ...		751 - Andrew ...	81.26	3,650.53
Credit Card Charge	02/25/2022		THE UPS STORE	Postage	LM-2:5, ...		751 - Andrew ...	94.28	3,744.81
Credit Card Charge	02/25/2022		USPS		LM-2:5, ...		752 - Karen V...	32.50	3,777.31
Credit Card Charge	02/25/2022		USPS		LM-2:5, ...		752 - Karen V...	9.40	3,786.71
Credit Card Charge	02/25/2022		USPS	Mailed confer...	LM-2:5, ...		752 - Karen V...	29.08	3,815.79
Credit Card Charge	02/25/2022		THE UPS STORE	Postage	LM-2:5, ...		753 - Scott He...	53.38	3,869.17
Total 4030 - Postage								3,869.17	3,869.17
4040 - Telephone									
4041 - Phone Co. Assigned by User									
Credit Card Charge	01/25/2022		COX LAS VEGAS ...	Monthly Phon...	LM-2:5, ...		751 - Andrew ...	752.25	752.25
Credit Card Charge	02/25/2022		COX LAS VEGAS ...	Monthly Phon...	LM-2:5, ...		751 - Andrew ...	752.25	1,504.50
Credit Card Charge	02/28/2022		COX LAS VEGAS ...	Monthly Phon...	LM-2:5, ...		778 - Robles, ...	751.52	2,256.02
Total 4041 - Phone Co. Assigned by User								2,256.02	2,256.02
4044 - Internet Access									
Credit Card Charge	01/25/2022		MICROSOFT	Office 365	LM-2:5, ...		751 - Andrew ...	81.61	81.61
Credit Card Charge	01/25/2022		MICROSOFT	Office 365	LM-2:5, ...		751 - Andrew ...	266.57	348.18
Credit Card Charge	01/25/2022		MICROSOFT	Office 365	LM-2:5, ...		751 - Andrew ...	73.99	422.17
Credit Card Charge	02/25/2022		MICROSOFT	Office 365	LM-2:5, ...		751 - Andrew ...	266.57	688.74
Credit Card Charge	02/25/2022		MICROSOFT	Office 365	LM-2:5, ...		751 - Andrew ...	73.99	762.73
Credit Card Charge	02/25/2022		MICROSOFT	Office 365	LM-2:5, ...		751 - Andrew ...	81.61	844.34
Total 4044 - Internet Access								844.34	844.34
Total 4040 - Telephone								3,100.36	3,100.36

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Accrual Basis

APA LOCAL 2118
Profit & Loss Detail
 January 1 through March 22, 2022

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
4060 · Union Swag									
Check	02/13/2022	1222	Hannah Sprague	Union Christ...	LM-2:3...		102 · Chase C...	250.00	250.00
Credit Card Charge	02/25/2022		QUALITY LAPEL PL...	Lanyards for...	LM-2:3...		752 · Karen V...	1,471.98	1,721.98
Total 4060 · Union Swag								1,721.98	1,721.98
4062 · Gifts									
Credit Card Charge	02/25/2022		Amazon	Get Well Gift...	LM-2:3...		752 · Karen V...	23.98	23.98
Credit Card Charge	02/25/2022		Amazon	Get Well Gift...	LM-2:3...		752 · Karen V...	91.88	115.86
Total 4062 · Gifts								115.86	115.86
4110 · Surety Bond Premium									
Check	03/11/2022	1236	EBERTS & HARRI...	Bond Renew...	LM-2:5...		102 · Chase C...	992.00	992.00
Total 4110 · Surety Bond Premium								992.00	992.00
4122 · Other Office Expense									
Check	01/12/2022	1209	AT&T	TITAN Mainte...	LM-2:5...		102 · Chase C...	298.99	298.99
Check	02/13/2022	1221	AT&T	TITAN Mainte...	LM-2:5...		102 · Chase C...	285.06	584.05
Check	03/11/2022	1232	AT&T	TITAN Mainte...	LM-2:5...		102 · Chase C...	310.95	895.00
Total 4122 · Other Office Expense								895.00	895.00
4124 · Subscriptions									
Credit Card Charge	01/25/2022		Zoom	Renewal of Z...	LM-2:4...		752 · Karen V...	149.90	149.90
Credit Card Charge	01/25/2022		Zoom	Renewal of Z...	LM-2:4...		752 · Karen V...	149.90	299.80
Total 4124 · Subscriptions								299.80	299.80
Total 4000 · Office & Administrative								16,012.44	16,012.44
5000 · Legal Fees									
Check	01/12/2022	1211	THE URBAN LAW ...	Legal Service...	LM-2:4...		102 · Chase C...	30,598.35	30,598.35
Check	02/07/2022	1220	THE URBAN LAW ...	Legal Service...	LM-2:4...		102 · Chase C...	36,072.29	66,670.64
Check	03/11/2022	1230	THE URBAN LAW ...	Legal Service...	LM-2:4...		102 · Chase C...	32,692.36	99,363.00
Total 5000 · Legal Fees								99,363.00	99,363.00
5100 · Arbitration Fees									
5150 · Arbitrators									
Check	01/26/2022	1217	Stephen Crable	SAP/ABG Ar...	LM-2:1...		102 · Chase C...	10,850.00	10,850.00
Total 5150 · Arbitrators								10,850.00	10,850.00
5160 · Recording Services									
Check	01/12/2022	1212	OASIS REPORTIN...	Invoice #5791...	LM-2:1...		102 · Chase C...	1,320.00	1,320.00
Check	01/12/2022	1213	OASIS REPORTIN...	Invoice #5791...	LM-2:1...		102 · Chase C...	1,723.13	3,043.13
Check	02/13/2022	1225	OASIS REPORTIN...	Invoice #5858...	LM-2:1...		102 · Chase C...	1,001.50	4,044.63
Check	02/13/2022	1226	OASIS REPORTIN...	Invoice #5858...	LM-2:1...		102 · Chase C...	1,983.00	6,027.63
Total 5160 · Recording Services								6,027.63	6,027.63
5100 · Arbitration Fees - Other									
Check	01/05/2022	1208	PETER R. MEYERS	Arbitration for...	LM-2:1...		102 · Chase C...	2,250.00	2,250.00
Total 5100 · Arbitration Fees - Other								2,250.00	2,250.00
Total 5100 · Arbitration Fees								19,127.63	19,127.63
5300 · Other Professional Fees									
5301 · Accounting Fees									
Check	03/11/2022	1237	Calibre CPA Group...	Accounting S...	LM-2:1...		102 · Chase C...	8,000.00	8,000.00
Total 5301 · Accounting Fees								8,000.00	8,000.00
5302 · Computer Support									
Credit Card Charge	01/25/2022		PERFECT OIT	Paypal Paym...	LM-2:5...		752 · Karen V...	687.50	687.50
Credit Card Charge	01/25/2022		UNION IMPACT	Invoice 2-433...	LM-2:5...		751 · Andrew ...	7,100.00	7,787.50
Credit Card Charge	01/25/2022		WEB DESIGN PHO...	Computer Su...	LM-2:1...		751 · Andrew ...	450.00	8,237.50
Credit Card Charge	02/25/2022		UNION IMPACT	Invoice 2-433...	LM-2:5...		751 · Andrew ...	690.00	8,927.50
Credit Card Charge	02/25/2022		WEB DESIGN PHO...	Computer Su...	LM-2:1...		751 · Andrew ...	450.00	9,377.50
Total 5302 · Computer Support								9,377.50	9,377.50
Total 5300 · Other Professional Fees								17,377.50	17,377.50

9:05 AM

03/22/22

Accrual Basis

APA LOCAL 2118 Profit & Loss Detail

January 1 through March 22, 2022

Type	Date	Num	Name	Memo	Class	Cir	Split	Amount	Balance
6000 - Taxes									
6001 - Medicare - Company									
Paycheck	01/07/2022	DD1033	Karen A VanNostrand	Direct Deposit			102 - Chase C...	42.94	42.94
Paycheck	01/21/2022	DD1034	Karen A VanNostrand	Direct Deposit			102 - Chase C...	42.94	85.88
Paycheck	02/04/2022	DD1035	Karen A VanNostrand	Direct Deposit			102 - Chase C...	42.95	128.83
Paycheck	02/18/2022	DD1036	Karen A VanNostrand	Direct Deposit			102 - Chase C...	42.94	171.77
Paycheck	03/04/2022	DD1037	Karen A VanNostrand	Direct Deposit			102 - Chase C...	42.94	214.71
Paycheck	03/18/2022	DD1038	Karen A VanNostrand	Direct Deposit			102 - Chase C...	42.94	257.65
Total 6001 - Medicare - Company								257.65	257.65
6002 - FICA - Company									
Paycheck	01/07/2022	DD1033	Karen A VanNostrand	Direct Deposit			102 - Chase C...	183.62	183.62
Paycheck	01/21/2022	DD1034	Karen A VanNostrand	Direct Deposit			102 - Chase C...	183.61	367.23
Paycheck	02/04/2022	DD1035	Karen A VanNostrand	Direct Deposit			102 - Chase C...	183.62	550.85
Paycheck	02/18/2022	DD1036	Karen A VanNostrand	Direct Deposit			102 - Chase C...	183.61	734.46
Paycheck	03/04/2022	DD1037	Karen A VanNostrand	Direct Deposit			102 - Chase C...	183.62	918.08
Paycheck	03/18/2022	DD1038	Karen A VanNostrand	Direct Deposit			102 - Chase C...	183.61	1,101.69
Total 6002 - FICA - Company								1,101.69	1,101.69
6004 - Quarterly Taxes									
6005 - Federal Unemployment (FUTA)									
Paycheck	01/07/2022	DD1033	Karen A VanNostrand	Direct Deposit			102 - Chase C...	17.77	17.77
Paycheck	01/21/2022	DD1034	Karen A VanNostrand	Direct Deposit			102 - Chase C...	17.77	35.54
Paycheck	02/04/2022	DD1035	Karen A VanNostrand	Direct Deposit			102 - Chase C...	6.46	42.00
Paycheck	02/18/2022	DD1036	Karen A VanNostrand	Direct Deposit			102 - Chase C...	0.00	42.00
Paycheck	03/04/2022	DD1037	Karen A VanNostrand	Direct Deposit			102 - Chase C...	0.00	42.00
Paycheck	03/18/2022	DD1038	Karen A VanNostrand	Direct Deposit			102 - Chase C...	0.00	42.00
Total 6005 - Federal Unemployment (FUTA)								42.00	42.00
6006 - State Unemployment									
Paycheck	01/07/2022	DD1033	Karen A VanNostrand	Direct Deposit			102 - Chase C...	87.37	87.37
Paycheck	01/07/2022	DD1033	Karen A VanNostrand	Direct Deposit			102 - Chase C...	-87.37	0.00
Paycheck	01/21/2022	DD1034	Karen A VanNostrand	Direct Deposit			102 - Chase C...	87.36	87.36
Paycheck	01/21/2022	DD1034	Karen A VanNostrand	Direct Deposit			102 - Chase C...	-87.36	0.00
Paycheck	02/04/2022	DD1035	Karen A VanNostrand	Direct Deposit			102 - Chase C...	87.37	87.37
Paycheck	02/04/2022	DD1035	Karen A VanNostrand	Direct Deposit			102 - Chase C...	-87.37	0.00
Paycheck	02/18/2022	DD1036	Karen A VanNostrand	Direct Deposit			102 - Chase C...	87.36	87.36
Paycheck	02/18/2022	DD1036	Karen A VanNostrand	Direct Deposit			102 - Chase C...	-87.36	0.00
Paycheck	03/04/2022	DD1037	Karen A VanNostrand	Direct Deposit			102 - Chase C...	87.37	87.37
Paycheck	03/04/2022	DD1037	Karen A VanNostrand	Direct Deposit			102 - Chase C...	-87.37	0.00
Paycheck	03/18/2022	DD1038	Karen A VanNostrand	Direct Deposit			102 - Chase C...	87.36	87.36
Paycheck	03/18/2022	DD1038	Karen A VanNostrand	Direct Deposit			102 - Chase C...	-87.36	0.00
Total 6006 - State Unemployment								0.00	0.00
Total 6004 - Quarterly Taxes								42.00	42.00
66000 - Payroll Expenses									
Liability Check	01/06/2022		QuickBooks Payroll ...	Fee for 1 dire...			102 - Chase C...	1.75	1.75
Liability Check	01/20/2022		QuickBooks Payroll ...	Fee for 1 dire...			102 - Chase C...	1.75	3.50
Liability Check	02/03/2022		QuickBooks Payroll ...	Fee for 1 dire...			102 - Chase C...	1.75	5.25
Liability Check	02/17/2022		QuickBooks Payroll ...	Fee for 1 dire...			102 - Chase C...	1.75	7.00
Liability Check	03/03/2022		QuickBooks Payroll ...	Fee for 1 dire...			102 - Chase C...	1.75	8.75
Liability Check	03/17/2022		QuickBooks Payroll ...	Fee for 1 dire...			102 - Chase C...	1.75	10.50
Total 66000 - Payroll Expenses								10.50	10.50
Total 6000 - Taxes								1,411.84	1,411.84
7100 - Meeting & Committee Expense									
7150 - CBA Negotiations									
7151 - Air									
Credit Card Charge	02/25/2022		Southwest Airlines	CBA Negotiat...	LM-2:1...		751 - Andrew ...	108.99	108.99
Total 7151 - Air								108.99	108.99
7152 - Lodging									
Credit Card Charge	02/25/2022		Home2Suites by Hil...	CBA Negotiat...	LM-2:1...		751 - Andrew ...	188.02	188.02
Check	03/11/2022	1231	Kenneth Seiden	Hotel	LM-2:1...		102 - Chase C...	374.08	562.10
Total 7152 - Lodging								562.10	562.10

9:05 AM

03/22/22

Accrual Basis

APA LOCAL 2118
Profit & Loss Detail
 January 1 through March 22, 2022

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
7153 - Ground Transportation									
Credit Card Charge	01/25/2022		Lyft	Personal char...			751 - Andrew ...	64.95	64.95
Credit Card Charge	01/25/2022		Lyft	Personal char...			751 - Andrew ...	69.99	134.94
Check	03/11/2022	1231	Kenneth Seiden	Rental Cal	LM-2:1, ...		102 - Chase C...	222.85	357.79
Check	03/11/2022	1231	Kenneth Seiden	Gas	LM-2:1, ...		102 - Chase C...	36.22	394.01
Check	03/11/2022	1231	Kenneth Seiden	Parking	LM-2:1, ...		102 - Chase C...	15.00	409.01
Check	03/11/2022	1231	Kenneth Seiden	Parking	LM-2:1, ...		102 - Chase C...	15.00	424.01
Total 7153 - Ground Transportation								424.01	424.01
7154 - Meals									
Credit Card Charge	02/25/2022		Barros Pizza	A.Robles	EEAJ:Ro...		751 - Andrew ...	9.02	9.02
Credit Card Charge	02/25/2022		Barros Pizza	E. Valenzuela	EEAJ:Eri...		751 - Andrew ...	9.00	18.02
Credit Card Charge	02/25/2022		Barros Pizza	K. Seiden	LM-2:1, ...		751 - Andrew ...	9.00	27.02
Credit Card Charge	02/25/2022		Jacky's Mexican Food	A. Robles	EEAJ:Ro...		751 - Andrew ...	21.58	48.60
Credit Card Charge	02/25/2022		Jacky's Mexican Food	E. Valenzuela	EEAJ:Eri...		751 - Andrew ...	21.58	70.18
Credit Card Charge	02/25/2022		Jacky's Mexican Food	K. Seiden	LM-2:1, ...		751 - Andrew ...	21.58	91.76
Credit Card Charge	02/25/2022		Culvers of Verado	A. Robles	EEAJ:Ro...		751 - Andrew ...	12.31	104.07
Credit Card Charge	02/25/2022		Culvers of Verado	E. Valenzuela	EEAJ:Eri...		751 - Andrew ...	12.30	116.37
Credit Card Charge	02/25/2022		Culvers of Verado	K. Seiden	LM-2:1, ...		751 - Andrew ...	12.30	128.67
Check	03/11/2022	1231	Kenneth Seiden	Meals	LM-2:1, ...		102 - Chase C...	28.18	156.85
Total 7154 - Meals								156.85	156.85
Total 7150 - CBA Negotiations								1,251.95	1,251.95
7160 - New Hires Banquet									
7163 - Ground Transportation									
Credit Card Charge	01/25/2022		Kaptyn Las Vegas	Ground Trans...	LM-2:4, ...		752 - Karen V...	244.66	244.66
Credit Card Charge	01/25/2022		Kaptyn Las Vegas	Ground Trans...	LM-2:4, ...		752 - Karen V...	242.80	487.46
Credit Card Credit	02/25/2022		Bell Trans Ground T...		LM-2:4, ...		752 - Karen V...	-15.31	472.15
Credit Card Credit	02/25/2022		Bell Trans Ground T...		LM-2:4, ...		752 - Karen V...	-117.76	354.39
Credit Card Charge	02/25/2022		Kaptyn Las Vegas	Ground Trans...	LM-2:4, ...		752 - Karen V...	813.99	1,168.38
Credit Card Charge	02/25/2022		Bell Trans Ground T...	New Hire Gro...	LM-2:4, ...		752 - Karen V...	30.62	1,199.00
Credit Card Charge	02/25/2022		Bell Trans Ground T...	New Hire Gro...	LM-2:4, ...		752 - Karen V...	235.52	1,434.52
Credit Card Credit	02/25/2022		Bell Trans Ground T...		LM-2:4, ...		752 - Karen V...	-15.31	1,419.21
Credit Card Credit	02/25/2022		Bell Trans Ground T...		LM-2:4, ...		752 - Karen V...	-7.79	1,411.42
Total 7163 - Ground Transportation								1,411.42	1,411.42
7165 - Banquet Hall									
Credit Card Charge	01/25/2022		Hilton Garden Inn	New Hire Ban...	LM-2:4, ...		752 - Karen V...	175.00	175.00
Credit Card Charge	02/25/2022		Hilton Garden Inn	New Hire Ban...	LM-2:4, ...		752 - Karen V...	175.00	350.00
Total 7165 - Banquet Hall								350.00	350.00
7166 - Banquet Meals									
Credit Card Charge	01/25/2022		Hilton Garden Inn	Food & Drinks	LM-2:4, ...		752 - Karen V...	953.66	953.66
Credit Card Charge	02/25/2022		Hilton Garden Inn	New Hire Ban...	LM-2:4, ...		752 - Karen V...	650.22	1,603.88
Credit Card Charge	02/25/2022		Hilton Garden Inn	New Hire Ban...	LM-2:4, ...		752 - Karen V...	989.07	2,592.95
Total 7166 - Banquet Meals								2,592.95	2,592.95
Total 7160 - New Hires Banquet								4,354.37	4,354.37
Total 7100 - Meeting & Committee Expense								5,606.32	5,606.32
7400 - Out-of-Town Travel									
7401.2 - Hotel									
Credit Card Charge	01/25/2022		Virgin Hilton LV	Office Trainin...	LM-2:4, ...		752 - Karen V...	116.67	116.67
Check	01/26/2022	1219	Kenneth Seiden	Hotel	LM-2:4, ...		102 - Chase C...	247.55	364.22
Total 7401.2 - Hotel								364.22	364.22
7401.3 - Car Rental									
Check	01/26/2022	1219	Kenneth Seiden	Rental Cal	LM-2:4, ...		102 - Chase C...	192.04	192.04
Total 7401.3 - Car Rental								192.04	192.04
7401.5 - Airfare									
Credit Card Charge	01/25/2022		Southwest Airlines	Office Trainin...	LM-2:4, ...		752 - Karen V...	157.95	157.95
Credit Card Charge	01/25/2022		Southwest Airlines	Office Trainin...	LM-2:4, ...		752 - Karen V...	55.01	212.96
Check	01/26/2022	1219	Kenneth Seiden	Airfare	LM-2:4, ...		102 - Chase C...	152.20	365.16
Total 7401.5 - Airfare								365.16	365.16
Total 7400 - Out-of-Town Travel								921.42	921.42
Total Expense								408,287.50	408,287.50
Net Income								474,294.66	474,294.66

1:02 PM

03/18/22

Accrual Basis

APA LOCAL 2118
TITAN Income Summary
February 2022

	<u>Feb 22</u>
Income	
1000 - Membership Dues	
1001 - Dues - Cash	700.00
1002 - Dues - Checkoff	317,708.95
Total 1000 - Membership Dues	<u>318,415.55</u>
1060 - Assessment	
1081 - Assessment 1	153,471.24
Total 1060 - Assessment	<u>153,471.24</u>
1100 - Non-Member Fees	
1125 - O/R Member	804.66
Total 1100 - Non-Member Fees	<u>804.66</u>
Total Income	<u>472,691.45</u>
Expense	<u>0.00</u>
Net Income	<u><u>472,691.45</u></u>

Andrew Robles
President
Expense Report 02.2022

Category	Date	Name	Memo	Account	Amount
Air					
	02/25/2022	Southwest Airlines	CBA Negotiations	7151 - Air	\$ 108.99
TOTAL					\$ 108.99
Lodging					
	02/25/2022	Home2Suites by Hilton	CBA Negotiations with A.Robles & K.Seiden	7152 - Lodging	\$ 188.02
TOTAL					\$ 188.02
Meals					
	02/25/2022	Barros Pizza	CBA Meals w/E. Valenzuela and K. Seiden	7154 - Meals	\$ 27.02
	02/25/2022	Jacky's Mexican Food	CBA Meals w/E. Valenzuela and K. Seiden - no receipt provided	7154 - Meals	\$ 64.74
	02/25/2022	Culvers of Verado	CBA Meals w/E. Valenzuela and K. Seiden - no receipt provided	7154 - Meals	\$ 36.91
TOTAL					\$ 128.67
Computer & IT Services					
	02/25/2022	MICROSOFT	Office 365	4044 - Internet Access	\$ 266.57
	02/25/2022	MICROSOFT	Office 365	4044 - Internet Access	\$ 73.99
	02/25/2022	MICROSOFT	Office 365	4044 - Internet Access	\$ 81.61
	02/25/2022	UNION IMPACT	Invoice 2-4332112	5302 - Computer Support	\$ 690.00
	02/25/2022	WEB DESIGN PHOENIX LLC	Computer Support	5302 - Computer Support	\$ 450.00
	02/25/2022	COX LAS VEGAS COMM SV	Monthly Phone & Internet Service as of 12.15.2021	4041 - Phone Co. Assigned by User	\$ 752.25
TOTAL					\$ 2,314.42
Mailing & Postage					
	02/25/2022	THE UPS STORE	Postage	4030 - Postage	\$ 176.82
	02/25/2022	THE UPS STORE	Postage	4030 - Postage	\$ 81.26
	02/25/2022	THE UPS STORE	Postage	4030 - Postage	\$ 94.28
TOTAL					\$ 352.36
GRAND TOTAL					\$ 3,092.46

Signature: 

Andrew Robles

Date: Mar 17 2022



CBA Negotiations

Past flight details

The receipt information below does not include any add ons during purchase, flight changes, flight cancellations, or in-flight purchases.

FEB 7



Las Vegas, NV

Phoenix, AZ to Las Vegas, NV

Confirmation #4B23X4

Summary

PASSENGER	POINTS EARNED	FARE TOTAL
Andrew Robles	+659 PTS	\$108.99

Pricing details

ROUTING	DATE	FARE TYPE	POINTS EARNED	FARE
PHX to LAS	2/7/22	Wanna Get Away®	+659 PTS	\$87.80
Taxes & fees				\$21.19

Total \$108.99

Contract Negotiations
w/ Andrew Robles &
Kenny Seiden



Name and Address

VALENZUELA, ERICK
850 S RIVER DR #1105
TEMPE, AZ 85281

Hotel Address

955 SOUTH WATSON ROAD
BUCKEYE, AZ 85326

HOME2 SUITES BY HILTON BUCKEYE
PHOENIX

Reservations
www.home2suits.com or
1-877-6Home02

Confirmation #: 54887718

01/21/22 PAGE 1

Room 205/NKJ
Arrival Date 01/20/22
Departure Date 01/21/22
Adult/Child 1/0
Room Rate \$165.99
Rate Plan L-H1P
Honors # 498311922
Airline:

DATE	REFERENCE	DESCRIPTION	AMOUNT
01/20/22	148202	GUEST ROOM	\$165.99
01/20/22	148202	STATE TAX	\$12.07
01/20/22	148202	CITY TAX	\$4.98
01/20/22	148202	TRANSIENT TAX	\$4.98
01/21/22	148313	*****1125	(\$198.02)
		** BALANCE **	\$0.00

The on-line eFolio is a courtesy informational service, subject to [Privacy Policy](#) and [Site Usage](#); actual folio kept in hotel records.





February 25, 2022

To Whom It May Concern,

I, Andrew J. Robles, attest that the expenses listed below are Union expenses incurred while serving as a Union representative.

Date	Payee	Description	Attendees	Amount
01.20.2022	Jacky's Mexican	Contract Negotiations	Andrew Robles Erick Valenzuela Kenneth Seiden	\$64.74
01.21.2022	Barros Pizza	Contract Negotiations	Andrew Robles Erick Valenzuela Kenneth Seiden	\$27.02
01.21.2022	Culvers of Verrado	Contract Negotiations	Andrew Robles Erick Valenzuela Kenneth Seiden	\$36.91

Please contact me with any questions.

Sincerely,

Captain Andrew J. Robles
President
IBT Local 2118

APA Local 2118, 4270 S. Decatur Blvd., Ste: A-9, Las Vegas, NV 89103
(p) 702-268-7591



February 25, 2022

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I, Andrew J. Robles, attest that the expenses listed below are Union expenses incurred while serving as a Union representative.

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01.21.2022	Culvers of Verrado	Contract Negotiations	Andrew Robles Erick Valenzuela Kenneth Seiden	\$36.91

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President
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APA Local 2118, 4270 S. Decatur Blvd., Ste: A-9, Las Vegas, NV 89103
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February 25, 2022

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Please contact me with any questions.

Sincerely,

Captain Andrew J. Robles
President
IBT Local 2118

APA Local 2118, 4270 S. Decatur Blvd., Ste: A-9, Las Vegas, NV 89103
(p) 702-268-7591



Invoice

January 2022

Invoice Date: 01/25/2022

Invoice Number: E0100HB2Y3

Due Date: 02/24/2022

266.57 USD

Sold-To

International Brotherhood of Teamsters
2054 N 133rd Ave.
Goodyear az 85395-8601
United States

Bill-To

International Brotherhood of Teamsters
3524 N. 201st Lane
Buckeye az 85396
United States

Sold-To

International Brotherhood of Teamsters
2054 N 133rd Ave.
Goodyear az 85395-8601
United States

Order Details

Product:

Online Services

Customer PO Number:

Order Number:

e9889f42-b56c-48b6-a3d7-57e99765c4c2

Billing Period:

12/25/2021 - 01/24/2022

Payment Terms:

Net 30

Due Date:

02/24/2022

Billing Summary

Charges:

245.00

Discounts:

0.00

Credits:

0.00

Tax:

21.57

Total:

266.57

Payment Instructions:

Please DO NOT PAY. You will be charged the amount due through your selected method of payment.

Billing or service question? Call 1-800-865-9408 or visit <https://aka.ms/Office365Billing>. <https://aka.ms/Office365Billing>.

Microsoft Corporation, One Microsoft Way Redmond, WA 98052 United States

US FEIN 91-1144442



Invoice

January 2022

Invoice Date: 01/25/2022

Invoice Number: E0100HB2Y3

Due Date: 02/24/2022

266.57 USD

Microsoft 365 Business Basic

Formula for charges

Licenses in service period X Monthly (or Yearly) price per license X (Days in service period / Total in service period) = Charge

New charges

These are your charges for the next billing period for your current number of licenses.

Service Period	Details	Licenses In service period	Monthly price/license	Days in service period	Charges	Discounts	Credits	SubTotal	Tax %	Tax	Total
12/27/2021 - 01/26/2022	Monthly subscription charges	49	5.00	31	245.00	0.00	0.00	245.00	8.80 %	21.57	266.57
SubTotal					245.00	0.00	0.00	245.00		21.57	266.57
Grand Total					245.00	0.00	0.00	245.00		21.57	266.57

Billing or service question? Call 1-800-865-9408 or visit <https://aka.ms/Office365Billing>. <https://aka.ms/Office365Billing>

Microsoft Corporation, One Microsoft Way Redmond, WA 98052 United States

US FEIN 91-1144442



Invoice

January 2022
Invoice Date: 01/25/2022
Invoice Number: E0100HAZSW
Due Date: 02/24/2022

73.99 USD

Sold-To
International Brotherhood of Teamsters
2054 N 133rd Ave.
Goodyear az 85395-8601
United States

Bill-To
International Brotherhood of Teamsters
3524 N. 201st Lane
Buckeye az 85396
United States

Sold-To
International Brotherhood of Teamsters
2054 N 133rd Ave.
Goodyear az 85395-8601
United States

Order Details

Product: Online Services
Customer PO Number: 155b872f-2f51-4ace-a15b-36e560709836
Order Number: 12/25/2021 - 01/24/2022
Billing Period: Net 30
Payment Terms: 02/24/2022
Due Date:

Billing Summary

Charges: 68.00
Discounts: 0.00
Credits: 0.00
Tax: 5.99
Total: 73.99

Payment Instructions: Please DO NOT PAY. You will be charged the amount due through your selected method of payment.

Billing or service question? Call 1-800-865-9408 or visit <https://aka.ms/Office365Billing>.
<https://aka.ms/Office365Billing>

Microsoft Corporation, One Microsoft Way Redmond, WA 98052 United States

US FEIN 91-1144442



Invoice

January 2022
Invoice Date: 01/25/2022
Invoice Number: E0100HAZSW
Due Date: 02/24/2022

73.99 USD

Exchange Online (Plan 1)

Formula for charges
Licenses in service period X Monthly (or Yearly) price per license X (Days in service period / Total in service period) = Charge

New charges

These are your charges for the next billing period for your current number of licenses.

Service Period	Details	Licenses in service period	Monthly price/license	Days in service period	Charges	Discounts	Credits	SubTotal	Tax %	Tax	Total
12/27/2021 - 01/26/2022	Monthly subscription charges	17	4.00	31	68.00	0.00	0.00	68.00	8.80 %	5.99	73.99
SubTotal					68.00	0.00	0.00	68.00		5.99	73.99
Grand Total					68.00	0.00	0.00	68.00		5.99	73.99

Billing or service question? Call 1-800-865-9408 or visit <https://aka.ms/Office365Billing> <https://aka.ms/Office365Billing>

Microsoft Corporation, One Microsoft Way Redmond, WA 98052 United States

US FEIN 91-1144442



Invoice

January 2022

Invoice Date: 01/25/2022

Invoice Number: E0100HARE2

Due Date: 02/24/2022

81.61 USD

Sold-To

International Brotherhood of Teamsters
2054 N 133rd Ave.
Goodyear az 85395-8601
United States

Bill-To

International Brotherhood of Teamsters
3524 N. 201st Lane
Buckeye az 85396
United States

Sold-To

International Brotherhood of Teamsters
2054 N 133rd Ave.
Goodyear az 85395-8601
United States

Order Details

Product:

Online Services

Customer PO Number:

706cd3de-1d74-48a5-8859-ee12e6733a91

Billing Period:

12/25/2021 - 01/24/2022

Payment Terms:

Net 30

Due Date:

02/24/2022

Payment Instructions:

Please DO NOT PAY. You will be charged the amount due through your selected method of payment.

Billing Summary

Charges:	75.00
Discounts:	0.00
Credits:	0.00
Tax:	6.61
Total:	81.61

Billing or service question? Call 1-800-865-9408 or visit <https://aka.ms/Office365Billing>. <https://aka.ms/Office365Billing>.

Microsoft Corporation, One Microsoft Way Redmond, WA 98052 United States

US FEIN 91-1144442



Invoice

January 2022
Invoice Date: 01/25/2022
Invoice Number: E0100HARE2
Due Date: 02/24/2022

81.61 USD

Microsoft 365 Business Standard

Formula for charges

Licenses in service period X Monthly (or Yearly) price per license X (Days in service period / Total in service period) = Charge

New charges

These are your charges for the next billing period for your current number of licenses.

Service Period	Details	Licenses in service period	Monthly price/license	Days in service period	Charges	Discounts	Credits	SubTotal	Tax %	Tax	Total
01/24/2022 - 02/23/2022	Monthly subscription charges	6	12.50	31	75.00	0.00	0.00	75.00	8.80 %	6.61	81.61
SubTotal					75.00	0.00	0.00	75.00		6.61	81.61
Grand Total					75.00	0.00	0.00	75.00		6.61	81.61

Billing or service question? Call 1-800-865-9408 or visit <https://aka.ms/Office365Billing> <https://aka.ms/Office365Billing>

Microsoft Corporation, One Microsoft Way Redmond, WA 98052 United States

US FEIN 91-1144442

Union Impact
651 Strander Blvd Suite #212 ,
Tukwila, WA 98188

APA Local 2118
4270 S. Decatur Blvd, Suite a-9,
Las Vegas, NV 89103



Invoice ID: 2-4332112
Invoice Month: December-2021
Invoice Date: 01/10/2022
Tax Rate: 0.00%

Service Date	Service Type	Service Description	QNT	Rate	Tax Applied	Total
12/01/2021	Cloud VM Hosting	Member Management System with Hourly Backups	1	\$600.00	\$0.00	\$600.00
12/31/2021	Used System Calls	Total voice minutes used: 20 - Included usage in plan: 0 - Additional voice minutes used: 20	1	\$90.00	\$0.00	\$90.00

Tax: \$0.00

Total With Tax : \$690.00

Total paid : \$690.00

Please detach the bottom portion and mail it with your check or write the invoice number in check memo:

APA Local 2118
4270 S. Decatur Blvd, Suite a-9,
Las Vegas, NV 89103

Payment for the month of: December-2021

Total Due: \$0.00

Union Impact
651 Strander Blvd Suite #212 ,
Tukwila, WA 98188

For questions email billing@unionimpact.com

Web Design Phoenix
10645 N. Tatum Blvd, Ste. 200-180
Phoenix, AZ 85028
(480) 788-9755



WEBDESIGNPHOENIX

SALES RECEIPT

BILL TO

Andrew Robles
Allegiant Pilots Association

SALES # 3301

DATE 01/17/2022

ACTIVITY	AMOUNT
Website Design - Value Driven	450.00
Design and development of password protected website per service agreement executed June 16, 2020. Payment covers all website-related services from the 18th day of month issued until the 17th day of subsequent month.	
TOTAL	450.00
AMOUNT RECEIVED	450.00
BALANCE DUE	USD 0.00

(NOT FOR PAYMENTS)
DEPARTMENT # 102276
PO BOX 1259
OAKS, PA 19456
8400 0270 NO RP 14 12162021 YNNNNNNN 01 002156 0009

APA TEAMSTER LOCAL 2118
4270 S DECATUR BLVD STE A9
LAS VEGAS NV 89103-6801



December 15, 2021

Page 1 of 4

CONTACT US:

www.coxbusiness.com/chat
 coxbusiness.com
 702-507-2000

Account Number **001 8610 139550301**
COX PIN 3590
SERVICE ADDRESS STE A9
4270 S DECATUR BLVD
LAS VEGAS, NV 89103-6801



ACCOUNT SUMMARY as of Dec 15, 2021

Previous Balance \$752.25
Payment Received - Dec 4 ~~\$752.25~~

Remaining Previous Balance \$0.00

New Charges: Dec 14, 2021 - Jan 13, 2022

Internet \$640.49
Telephone \$74.99
Usage Charges \$0.00
Taxes, Fees and Surcharges \$36.77

New Charges \$752.25

Total Due By Jan 3, 2022 \$752.25



MONTHLY SERVICES Dec 14 - Jan 13

INTERNET	
CBI Modem	\$4.99
CBI 1 Gbps x 35 Mbps	625.50
Static IP Address	10.00
Total Internet	\$640.49

TELEPHONE	
702-268-7591	
Cox Business Unlimited	\$0.00
VoiceManager Flat Rated Local Line	0.00
VoiceManager Unlimited Package	59.99
Individual Business Mailbox	0.00
702-478-6418	
VoiceManager Flat Rated Local Line	0.00
VoiceManager Utility Line	15.00
Directory Listing-Non Published	0.00
Total Telephone	\$74.99

TOTAL MONTHLY SERVICES \$715.48

USAGE CHARGES

Telephone Usage	
Usage for 702-268-7591	
Interstate Cox LD - CB	\$0.00
Total Telephone Usage	\$0.00

TOTAL USAGE CHARGES \$0.00

TAXES, FEES AND SURCHARGES

Internet Taxes and Fees	
County Sales Tax	\$0.19
State Sales Tax	0.23

Taxes, Fees and Surcharges cont.

Total Internet Taxes and Fees \$0.42

Telephone Taxes, Fees and Surcharges

Taxes	
Local Telecom Tax	\$3.75
Federal Excise Tax	2.93
Total Taxes	\$6.68

Fees and Surcharges	
Network Interface Fee - Multi-Line	\$18.50
Access Recovery Fee - Multi-Line	4.00
State Regulatory Fee	0.20
State Universal Service Fund	0.28
Telecommunications Relay Fund	0.14
Federal Universal Service Fund	6.55
Total Fees and Surcharges	\$29.67

Total Telephone Taxes, Fees and Surcharges \$36.35

TOTAL TAXES, FEES AND SURCHARGES \$36.77

TOTAL NEW CHARGES \$752.25

TELEPHONE USAGE DETAILS for 702-268-7591

Interstate Long Distance

Time	Place	Number	Min: Sec	Rate/Time	Amt
Nov 22					
11:04A	OVERLAND ,MO	314-426-4618	1:42	DD/D	0.0000
Total Interstate Long Distance			1:42		\$0.00

Rate Codes
DD = Direct Dial

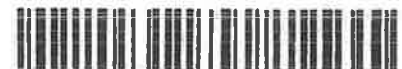
Time Codes
D = Day

NEWS FROM COX

Did you know that Cox Business offers detection and

Payment Options

Online: Visit www.coxbusiness.com to register for 24-hour online access or make payments to your account.
Mail: Detach this coupon and send it with your check or money order. Please include your account number on your check. Make your checks payable to Cox Communications. Allow 7 days for processing.
Phone: You may contact us at the telephone number listed on the front of this bill anytime and follow the phone prompts to make a payment using your bank account or credit card.
In Person: Visit www.coxbusiness.com for a list of Cox Authorized Payment Centers.



December 15, 2021 **Bill for APA TEAMSTER LOCAL 2118**

Account number **001 8610 139550301**

Page 3 of 4

News From Cox cont.

surveillance for small business customers? Protect what you're working for with Cox Business Security Solutions. Visit coxbusiness.com/security to learn more.

Keep it simple with paperless billing and EasyPay. With paperless billing, you'll receive an email notification each month when your bill is available to view online. EasyPay allows you to automatically pay your bill each month using a bank account, credit card or debit card. Sign up for both in MyAccount.

CUSTOMER INFORMATION

Billing, Payment Policies and Fees:

Cox Business bills all customers in advance for monthly recurring charges and in arrears for non-recurring charges such as On Demand/pay-per-view and long distance. Payment in full is due to Cox by the "Due By" date indicated on your statement. If payment is not received by this date, your bill will become past due and may be subject to additional fees, such as late payment charges, electronic reactivation fees, or returned payment fees. Payment of your Cox bill confirms your subscription to services and the possession of Cox owned equipment listed on your bill.

When you provide a paper, electronic check or electronic fund transfer (EFT) as payment, you authorize Cox to process your payment as a traditional check transaction or to make a one-time EFT from your account. An EFT may debit your account as soon as the same day you make your payment. Payments returned unpaid for any reason will incur a returned payment fee of up to \$25.00, or the maximum allowed by state law. By using a credit card, debit card, paper check or an electronic check to make a payment, you agree that, if your payment is returned unpaid, you expressly authorize a one-time electronic fund transfer from your account for the amount of the payment plus any returned payment fees. If payment is not received by the "Due By" date indicated on your statement, a late payment charge may be assessed on your account.

Effective January 1 2022, Cox will no longer accept Money Orders for payment at any of our retail locations. To make a payment by Money Order, you must mail your payment to Cox for processing. Visit coxbusiness.com/contactus to find the mailing address for your location.

Basic Local Telephone Service: You must pay all regulated telephone charges to avoid disconnection of basic local telephone service. If you pay less than your full monthly bill and want the partial payment applied to telephone charges first, call Cox Customer Care; otherwise, your partial payment will first be applied to any past due balance, including non-regulated charges, putting you at risk of disconnection of telephone service.

911 Services: If your modem is disconnected or moved, or its battery is not charged or otherwise fails, phone service, including access to 911 services will **not** be available. Please review the following website for additional important information about Cox's 911 practices: <https://www.cox.com/business/phone/e911-regulatory.html>.

Billing Dispute and Resolution

If you have any questions regarding your bill or disagree with any portion of your bill, immediately contact Cox with your concerns. You must contact us no later than 60 days from the bill's due date via the contact information listed on the front of this bill so that Cox can review your account.

If you disagree with the investigation's outcome on telephone service, you may file a complaint with the Consumer Complaint Resolution Division, Public Utilities Commission of Nevada, 9075 West Diablo Drive, Suite 250, Las Vegas, NV 89148, (702) 486-2600.

COX
BUSINESSSecurity
Solutions®

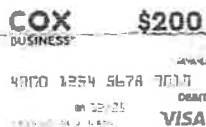
Protection for your
business, **24/7.**

Every solution, big or small, starts with a local security specialist who works with you to customize a security system for your business.



- Keep an eye on your business from every angle with up to 32 cameras.
- View a live feed anytime, anywhere you have an Internet connection.
- Receive real-time text alerts if a door is left open, a window breaks or an alarm is triggered.

Because we know what you need is more than a security system.
It's peace of mind.



**Purchase Surveillance and
Detection and Get a \$200
Cox Business Visa® Prepaid Card:**

With a 3-yr. svc. agreement. After online redemption, mention "reward promo" to qualify.

CALL (866) 907-9397 OR VISIT COXBUSINESS.COM/SECURE

[illegible]

SATLF04X

Ch # 1223
2/13/2022



1201 N TOWN CENTER DRIVE, LAS VEGAS, NV 89144

Invoice No. 13545
Invoice Date 2/10/2022
Due Date: 45 days upon receipt

Billed to:
Airline Professionals Association
Local 2118
4270 S. Decatur Blvd. Ste A9
Las Vegas, NV 89103-6801

Date	Description	Amount Due
2/10/2022	Flight Pay Loss 11/01/2021-11/30/2021	\$ 42,598.79

Grand Total \$ 42,598.79

PLEASE REFERENCE OUR INVOICE NUMBER ON YOUR REMITTANCE.

Please Mail check to:

Allegiant Air, LLC
1201 N TOWN CENTER DR
LAS VEGAS NV 89144
ATTN: PAYROLL

Wire transfer instructions:

Bank	US Bank
Address	2300 W. Sahara Ave Ste 600 Las Vegas, NV 89102
Bank Phone #	800-753-5801
Fax #	702-386-3844
Account Name:	Allegiant Air, LLC Operating Account
Account #:	153795045480
Routing/ABA #:	121201694
Bank Swift #	USBKUS44IMT

Allegiant Travel Company
Flight Loss Pay Details
Nov-21

Employee Number	Employee Name	Date of Loss	Bid Period	Hourly Rate	PCH Hours	REG / PREM	Flight Pay Loss Amt	Override (23%)	Total Due to ALGT
6678	Peter Willums	11/2/2021	NOV	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
6678	Peter Willums	11/3/2021	NOV	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
6678	Peter Willums	11/9/2021	NOV	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	11/1/2021	NOV	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	11/2/2021	NOV	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	11/3/2021	NOV	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	11/4/2021	NOV	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	11/5/2021	NOV	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	11/6/2021	NOV	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	11/14/2021	NOV	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	11/15/2021	NOV	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	11/16/2021	NOV	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	11/17/2021	NOV	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	11/18/2021	NOV	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	11/19/2021	NOV	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	11/20/2021	NOV	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	11/21/2021	NOV	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	11/22/2021	NOV	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	11/23/2021	NOV	\$232.00	1.00	REG	\$ 231.91	\$ 53.34	\$ 285.25
8380	Andrew Robles	11/23/2021	NOV	\$301.60	3.00	PREM	\$ 904.92	\$ 208.13	\$ 1,113.05
8380	Andrew Robles	11/24/2021	NOV	\$301.60	4.00	PREM	\$ 1,206.40	\$ 277.47	\$ 1,483.87
8380	Andrew Robles	11/25/2021	NOV	\$301.60	4.00	PREM	\$ 1,206.40	\$ 277.47	\$ 1,483.87
8380	Andrew Robles	11/26/2021	NOV	\$301.60	4.00	PREM	\$ 1,206.40	\$ 277.47	\$ 1,483.87
8380	Andrew Robles	11/27/2021	NOV	\$301.60	4.00	PREM	\$ 1,206.40	\$ 277.47	\$ 1,483.87
8380	Andrew Robles	11/28/2021	NOV	\$301.60	4.00	PREM	\$ 1,206.40	\$ 277.47	\$ 1,483.87
8380	Andrew Robles	11/29/2021	NOV	\$301.60	4.00	PREM	\$ 1,206.40	\$ 277.47	\$ 1,483.87
8380	Andrew Robles	11/30/2021	NOV	\$301.60	4.00	PREM	\$ 1,206.40	\$ 277.47	\$ 1,483.87
7426	Edgar Flores Rubi	11/23/2021	NOV	\$301.60	6.35	PREM	\$ 1,915.16	\$ 440.49	\$ 2,355.65
11264	Justin Schaefer	11/16/2021	NOV	\$139.19	4.00	REG	\$ 556.76	\$ 128.05	\$ 684.81
12115	Joshua Allen	11/11/2021	NOV	\$204.49	6.18	REG	\$ 1,264.42	\$ 290.82	\$ 1,555.24
12192	Edward Duff	11/8/2021	NOV	\$204.49	3.75	REG	\$ 766.84	\$ 176.37	\$ 943.21
12192	Edward Duff	11/27/2021	NOV	\$204.49	3.75	REG	\$ 766.84	\$ 176.37	\$ 943.21
12703	Przemyslaw Kociuba	11/30/2021	NOV	\$258.10	4.00	PREM	\$ 1,032.40	\$ 237.45	\$ 1,269.85
14048	James Killen Jr.	11/9/2021	NOV	\$129.24	4.00	REG	\$ 516.96	\$ 118.90	\$ 635.86
14048	James Killen Jr.	11/10/2021	NOV	\$129.24	4.00	REG	\$ 516.96	\$ 118.90	\$ 635.86
14048	James Killen Jr.	11/11/2021	NOV	\$129.24	4.00	REG	\$ 516.96	\$ 118.90	\$ 635.86
14586	Shawn Rials	11/16/2021	NOV	\$123.56	4.00	REG	\$ 494.24	\$ 113.68	\$ 607.92
Total:					148.03		\$ 34,633.17	\$ 7,965.63	\$ 42,598.79

ck # 1224
2/13/2022



1201 N TOWN CENTER DRIVE, LAS VEGAS, NV 89144

Invoice No. 13546
Invoice Date 2/10/2022
Due Date: 45 days upon receipt

Billed to:
Airline Professionals Association
Local 2118
4270 S. Decatur Blvd. Ste A9
Las Vegas, NV 89103-6801

Date	Description	Amount Due
2/10/2022	Flight Pay Loss 12/01/2021-12/31/2021	\$ 66,770.32

Grand Total \$ 66,770.32

PLEASE REFERENCE OUR INVOICE NUMBER ON YOUR REMITTANCE.

Please Mail check to:

Allegiant Air, LLC
1201 N TOWN CENTER DR
LAS VEGAS NV 89144
ATTN: PAYROLL

Wire transfer instructions:

Bank	US Bank
Address	2300 W. Sahara Ave Ste 600 Las Vegas, NV 89102
Bank Phone #	800-753-5801
Fax #	702-386-3844
Account Name:	Allegiant Air, LLC Operating Account
Account #:	153795045480
Routing/ABA #:	121201694
Bank Swift #	USBKUS44IMT

Allegiant Travel Company
Flight Loss Pay Details
Dec-21

Employee Number	Employee Name	Date of Loss	Bid Period	Hourly Rate	PCH Hours	REG/ PREM	Flight Pay Loss Amt	Override (23%)	Total Due to ALGT
8380	Andrew Robles	12/1/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
11264	Justin Schaefer	12/1/2021	DEC	\$139.19	4.00	REG	\$ 556.76	\$ 128.05	\$ 684.81
12718	Erick Valenzuela	12/1/2021	DEC	\$204.49	4.00	REG	\$ 817.96	\$ 188.13	\$ 1,006.09
8380	Andrew Robles	12/2/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8038	Michael Stawicki	12/2/2021	DEC	\$232.00	7.90	REG	\$ 1,832.80	\$ 421.54	\$ 2,254.34
8380	Andrew Robles	12/3/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8038	Michael Stawicki	12/3/2021	DEC	\$232.00	5.32	REG	\$ 1,233.47	\$ 283.70	\$ 1,517.17
8380	Andrew Robles	12/4/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	12/5/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
12718	Erick Valenzuela	12/5/2021	DEC	\$204.49	4.00	REG	\$ 817.96	\$ 188.13	\$ 1,006.09
13716	Ryan Joseph	12/5/2021	DEC	\$129.24	4.00	REG	\$ 516.96	\$ 118.90	\$ 635.86
8380	Andrew Robles	12/6/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
10277	Jeffrey Thompson	12/6/2021	DEC	\$215.85	3.75	REG	\$ 809.44	\$ 186.17	\$ 995.61
12718	Erick Valenzuela	12/6/2021	DEC	\$204.49	4.00	REG	\$ 817.96	\$ 188.13	\$ 1,006.09
13716	Ryan Joseph	12/6/2021	DEC	\$129.24	4.00	REG	\$ 516.96	\$ 118.90	\$ 635.86
6678	Peter Willums	12/7/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	12/7/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
12718	Erick Valenzuela	12/7/2021	DEC	\$204.49	4.00	REG	\$ 817.96	\$ 188.13	\$ 1,006.09
13716	Ryan Joseph	12/7/2021	DEC	\$129.24	4.00	REG	\$ 516.96	\$ 118.90	\$ 635.86
8380	Andrew Robles	12/8/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	12/9/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
12717	Michael Cawley	12/9/2021	DEC	\$135.13	4.00	REG	\$ 540.52	\$ 124.32	\$ 664.84
8380	Andrew Robles	12/10/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
12717	Michael Cawley	12/10/2021	DEC	\$135.13	4.00	REG	\$ 540.52	\$ 124.32	\$ 664.84
8380	Andrew Robles	12/11/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
12717	Michael Cawley	12/11/2021	DEC	\$135.13	4.00	REG	\$ 540.52	\$ 124.32	\$ 664.84
8380	Andrew Robles	12/12/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
12717	Michael Cawley	12/12/2021	DEC	\$135.13	4.00	REG	\$ 540.52	\$ 124.32	\$ 664.84
8380	Andrew Robles	12/13/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	12/14/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
11264	Justin Schaefer	12/14/2021	DEC	\$139.19	4.00	REG	\$ 556.76	\$ 128.05	\$ 684.81
8380	Andrew Robles	12/15/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
12717	Michael Cawley	12/15/2021	DEC	\$135.13	5.47	REG	\$ 738.72	\$ 169.90	\$ 908.62
8380	Andrew Robles	12/16/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8038	Michael Stawicki	12/16/2021	DEC	\$232.00	5.10	REG	\$ 1,183.20	\$ 272.14	\$ 1,455.34
12717	Michael Cawley	12/16/2021	DEC	\$135.13	5.47	REG	\$ 738.72	\$ 169.90	\$ 908.62
12718	Erick Valenzuela	12/16/2021	DEC	\$204.49	7.78	REG	\$ 1,591.61	\$ 366.07	\$ 1,957.68
13716	Ryan Joseph	12/16/2021	DEC	\$129.24	5.47	REG	\$ 706.52	\$ 162.50	\$ 869.02
8380	Andrew Robles	12/17/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	12/18/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	12/19/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
8380	Andrew Robles	12/20/2021	DEC	\$232.00	4.00	REG	\$ 928.00	\$ 213.44	\$ 1,141.44
12718	Erick Valenzuela	12/20/2021	DEC	\$204.49	3.75	REG	\$ 766.84	\$ 176.37	\$ 943.21
6678	Peter Willums	12/21/2021	DEC	\$301.60	4.00	PREM	\$ 1,206.40	\$ 277.47	\$ 1,483.87
8380	Andrew Robles	12/21/2021	DEC	\$232.00	1.00	REG	\$ 232.00	\$ 53.36	\$ 285.36
8380	Andrew Robles	12/21/2021	DEC	\$301.60	3.00	PREM	\$ 904.80	\$ 208.10	\$ 1,112.90
14586	Shawn Rials	12/21/2021	DEC	\$160.63	4.00	PREM	\$ 642.52	\$ 147.78	\$ 790.30
8380	Andrew Robles	12/22/2021	DEC	\$301.60	4.00	PREM	\$ 1,206.40	\$ 277.47	\$ 1,483.87
12718	Erick Valenzuela	12/22/2021	DEC	\$204.49	3.75	REG	\$ 766.84	\$ 176.37	\$ 943.21
8380	Andrew Robles	12/23/2021	DEC	\$301.60	4.00	PREM	\$ 1,206.40	\$ 277.47	\$ 1,483.87
12192	Edward Duff	12/23/2021	DEC	\$204.49	3.75	REG	\$ 766.84	\$ 176.37	\$ 943.21
8380	Andrew Robles	12/24/2021	DEC	\$301.60	4.00	PREM	\$ 1,206.40	\$ 277.47	\$ 1,483.87
12718	Erick Valenzuela	12/24/2021	DEC	\$204.49	3.75	REG	\$ 766.84	\$ 176.37	\$ 943.21
8380	Andrew Robles	12/25/2021	DEC	\$301.60	4.00	PREM	\$ 1,206.40	\$ 277.47	\$ 1,483.87
12718	Erick Valenzuela	12/25/2021	DEC	\$204.49	3.75	REG	\$ 766.84	\$ 176.37	\$ 943.21
8380	Andrew Robles	12/26/2021	DEC	\$301.60	4.00	PREM	\$ 1,206.40	\$ 277.47	\$ 1,483.87
8380	Andrew Robles	12/27/2021	DEC	\$301.60	4.00	PREM	\$ 1,206.40	\$ 277.47	\$ 1,483.87
12718	Erick Valenzuela	12/27/2021	DEC	\$204.49	3.75	REG	\$ 766.84	\$ 176.37	\$ 943.21
5090	Joshua Rockwood	12/29/2021	DEC	\$301.60	7.53	PREM	\$ 2,272.04	\$ 522.57	\$ 2,794.61
12718	Erick Valenzuela	12/29/2021	DEC	\$204.49	3.75	REG	\$ 766.84	\$ 176.37	\$ 943.21
Total:					252.03	-	\$ 54,284.81	\$ 12,485.51	\$ 66,770.32

Exhibit 25

JONES DAY

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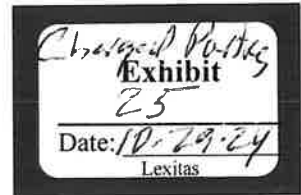
October 12, 2020

VIA FIRST CLASS MAIL AND E-MAIL

Michael A. Urban, Esq.
4270 S. Decatur Blvd., Suite A-9
Las Vegas, Nevada 89103
E-mail: MUrban@theurbanlawfirm.com

Re: Unlawful Job Action

Dear Mr. Urban:



We have been retained to represent Allegiant Air, LLC (“Allegiant”) regarding an unlawful self-help campaign by the International Brotherhood of Teamsters, Airline Division and Airline Professionals Association Teamsters Local 2118 (collectively the “Union”) in violation of the Railway Labor Act (“RLA”). The Union, through its local leadership and members, has orchestrated and is engaged in a work slowdown against Allegiant. This illegal job action includes statements by the Union encouraging Allegiant’s pilots not to pick up work through the Open Time, Schedule Adjustment Period (“SAP”), and/or Voluntary Flight Notification (“VFN”) processes, as well as harassing and threatening comments made and/or supported by Union officials against pilots who wish to pick up flying through these means.

The RLA prohibits economic self-help until the exhaustion of the major dispute processes, no matter what form that self-help takes. Indeed, Allegiant previously obtained injunctions against the Union when it has threatened illegal job actions, both during the parties’ negotiations for their initial collective bargaining agreement and after that agreement took effect. *Allegiant Air, LLC v. Int’l Bhd. of Teamsters, Airline Div.*, 2015 WL 1994779 (D. Nev. May 1, 2015); *Allegiant Air, LLC v. Int’l Bhd. of Teamsters, Airline Div.*, No. 2:18-cv-1360-NJK (D. Nev. Nov. 8, 2019) (ECF No. 73). RLA Section 2, First requires both carriers and unions to “exert every reasonable effort” to make and maintain agreements and to prevent disruptions to interstate commerce. 45 U.S.C. § 152, First. This means that unions have an affirmative obligation to “do everything possible to ‘maintain’ the CBA so that commerce is not in any way interrupted.” *Delta Air Lines v. ALPA*, 238 F.3d 1300, 1309 (11th Cir. 2001).

The Union is not in compliance with these obligations. On the contrary, Union officials have publicly and privately encouraged pilots to engage in conduct that adversely affects Allegiant’s operations, and thus interstate commerce – and threatened retaliation against pilots

Michael A. Urban, Esq.
October 12, 2020
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who do not wish to do so. That must stop immediately. In addition, the Union must take affirmative steps to instruct its members that they may not engage in self-help activity, including the current concerted refusal to pick up open time flying. Allegiant expects the Union to immediately take the following steps:

First, the Union's leadership, including the members of its Executive Committee, must immediately stop any attempts to threaten, coerce, or encourage Allegiant's pilots to engage in unlawful concerted activities, including (but not limited to) refusing to pick up flying through the Open Time, SAP, and/or VFN processes.

Second, the Union must explain to its members that it is illegal for them to engage in any form of illegal self-help against Allegiant, including (but not limited to) refusing to pick up flying. The Union must also direct its members that they are prohibited from participating in, encouraging, or attempting to coerce others to engage in activities of this type. Allegiant will not hesitate to take disciplinary action, up to and including termination, against any Union member (including its leadership) found to have participated in an unlawful job action, or to have encouraged Allegiant's pilots to do so.

Third, your client must provide formal written assurance to Allegiant that the Union and its members will fully comply with their obligations under the RLA. More specifically, we ask that the Union confirm, in writing, that it will not encourage, engage in, permit, or tolerate any concerted refusal to pick up open flying or other form of illegal self-help by its members against Allegiant. We ask that you provide this assurance by no later than October 14, 2020. If the Union fails or refuses to do so, Allegiant reserves the right to take any appropriate action, including seeking available remedies in federal court.

Because this matter may result in litigation, the Union is hereby directed to preserve all potentially relevant documents, communications, and information. That includes all e-mails, Word documents, audio and video files, information stored in collaborative work environments, databases, charts, text messages, instant messages, communications on messaging platforms (such as WhatsApp or Signal), calendar items, and materials posted on websites or social media platforms (including any Union-controlled Facebook groups or pages), concerning the matters discussed in this letter. The Union's obligation to preserve potentially relevant or discoverable information also extends to devices, communications, documents, and other information in the possession, custody, or control of its officers, members and agents.

If you have any questions or would like to discuss this matter, please let me know.

Michael A. Urban, Esq.
October 12, 2020
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Sincerely,

/s/ Douglas W. Hall

Douglas W. Hall
Counsel for Allegiant Air, LLC

cc: Laura Overton
Bill Fishburn
Dustin Call