

MEMORANDUM OF AGREEMENT

between

ALLEGIANT AIR, LLC

and

THE PILOTS

In the service of

ALLEGIANT AIR, LLC

as represented by

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
AIRLINE DIVISION, LOCAL 2118

Regarding:

FLIGHT OPERATIONS QUALITY ASSURANCE (FOQA) PROGRAM

THIS MEMORANDUM OF AGREEMENT ("MOA") is made and entered into by and between ALLEGIANT AIR, LLC ("Company") and the AIRLINE PILOTS in the service of ALLEGIANT AIR, LLC, as represented by THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION and, APA TEAMSTERS LOCAL 2118 ("Union") (collectively, the "Parties").

WHEREAS, the Parties are currently under a Collective Bargaining Agreement ("CBA") covering the period of August 1, 2015, to July 29, 2021, pursuant to the Railway Labor Act; and

WHEREAS, the Parties' CBA remains effective in its current form pursuant to the Railway Labor Act; and

WHEREAS, the CBA contains a FOQA MOA that the Parties wish to withdraw, remove, and replace with this FOQA MOA; and

WHEREAS, the Parties agree that the prevention of incidents and accidents is a primary objective in the course of operating an airline; and

WHEREAS, the Parties intend that the main purpose of the FOQA Program will be to enhance the safety of flight operations at the Company; and

WHEREAS, the Parties understand that the implementation of an operational data collection and analysis system that is developed in a non-punitive, problem solving approach to flight operations is of significant benefit and that the analysis and subsequent investigation of operational data is an effective method of achieving the objective of a safe flight operation; and

WHEREAS, the Parties intend that no pilot be identified, disciplined, discharged or, subjected to any additional training/checking as a result of the use of any FOQA Program information; and

WHEREAS, the Federal Aviation Administration (FAA) has stated in Advisory Circular (AC) 120-82 that it will review only de-identified data derived from voluntary FOQA Programs and will not use this information for enforcement purposes;

NOW, THEREFORE, the Parties agree as follows:

A. DEFINITIONS

1. The term "FOQA Program" refers to a voluntary program for the routine collection and analysis of flight operational data to provide more information about and greater insight into the total flight operations environment. A FOQA Program combines these data with other sources and operational experience to develop objective information to enhance safety, training effectiveness, operational procedures, maintenance and engineering procedures, and Air Traffic Control (ATC) procedures.
2. The term "FOQA Data" means information collected or recorded by any means from within or external to an aircraft for the purpose of gathering information on aircraft operation, systems or position for use in the FOQA Program.
3. The term "Identifying Data" includes any FOQA Data that allows recorded or collected flight data to be associated with a specific pilot or flight. (e.g., download dates, flight numbers, flight dates, registration numbers, flight crew, etc.) Exception: Data removed from an aircraft exclusively for maintenance purposes is not Identifying Data.
4. The term "Identified Data" includes any recorded or collected FOQA Data before the removal of all identifying data.
5. The term "De-Identified Data" includes any recorded or collected flight data after removal of all identifying data that could in any way be used to identify a specific Pilot.
6. The term "Raw Data" includes unprocessed data before processing by the FOQA vendor or exported data from the vendor that may or may not have been processed but contains identifying information. Raw Data shall be considered Identified Data and will be treated and protected as such by the FMT, company, and IBT until such time that it is adequately de-identified or destroyed.
7. The term "Recording Device" shall include any device, equipment, or system that transmits and/or records and/or collects FOQA Data.
8. The term "Data Acquisition Date" is the date on which the Company receives the recorded flight data from the FOQA Vendor.
9. The term "FOQA Program Information" means any and all data collected for the FOQA Program, any and all FOQA data, and the analysis or compilation of such data. This includes tapes, transcripts, reports, papers, memos, statements, studies, charts, graphs, notes, or any other description, analysis, or compilation of information collected by any such equipment or by FMT representatives.

10. The term "FOQA Monitoring Team" ("FMT") means a group composed and comprised of representatives appointed by the Company, and Pilot representatives appointed by the Allegiant Air Pilots Executive Board ("Eboard"). This group is responsible for reviewing and analyzing FOQA data and determining, recommending, and monitoring corrective actions. No representatives of the FMT should have current authority in the discipline, demotion, or dismissal of pilots, whether on behalf of either of the Parties.
11. The term "Gatekeeper" refers to all Eboard-appointed representatives of the FMT. The Gatekeepers are primarily responsible for the security of Identified Data. Secondary duties include data validation, parameter validation and creation, provide aggregate data from specifically identifiable information.
12. The term "Lead Gatekeeper" means an Eboard-appointed representative of the FMT. The Lead Gatekeeper shall be responsible for the oversight of the IBT appointed representatives of the FMT and their operation of the FOQA program. The Lead Gatekeeper is primarily responsible for the day-to-day operations (e.g., Crew Contact, training and data security) for IBT controlled functions of the FOQA program.
13. The term "Operational Exceedances Event" means an event in which an aircraft is operated, as determined by FOQA Data, outside of mutually agreed upon tolerances defined by the FMT.
14. The term "Event Set" means a collection of events designed to measure all aspects of normal flight operations for a particular aircraft type at a particular air carrier. Individual events within the event set would be customized to the approved limitations for the aircraft type and in accordance with the air carrier's operational procedures. The event set for a particular fleet may be limited by the available parameters on the aircraft.
15. The term "Event" means an occurrence or condition in which predetermined values of aircraft parameters are measured. Events represent the conditions to be tracked and monitored during various phases of flight and are based on the sensory data parameters available on a specific aircraft fleet.
16. The term "FMT Data Review" means the process of evaluating FOQA Data sets by the FMT. Aggregate operational norms and exceedances will be evaluated for trends to develop recommendations to the Company to eliminate future exceedances.
17. The term "Data Processing" is the transmission of raw FOQA data to the FOQA Vendor for deidentification prior to the data becoming accessible in the FOQA Vendor platform.
18. The term "Data Validation" is the process by which the FOQA Program Manager, Gatekeepers and FOQA Vendor work in collaboration to ensure Raw Data can be developed into accurate data sets to be aggregated and used for FOQA Data Analysis.
19. The term "FOQA Analyst" is an individual member of the FMT who's role is to perform data analysis. This role may be accomplished by an individual member of the FMT or as a shared responsibility.
20. The term "Data Analysis" means the further processing of aggregated data from validated data by the FOQA Analyst, as directed and approved by the FMT, to facilitate an in-depth understanding of the FOQA data.

21. The term "FOQA Vendor" means a company contracted by the Company to provide FOQA Data collection, security, and analysis.
22. The term "Aggregate Data" or "Aggregate Information" means the summary statistics associated with FOQA Events and measurements based on analysis of multiple aircraft operations, regardless of the form of such summary.
23. The term "FOQA Day" means a full business day (i.e., 0900 LDT to 1700LDT), and Gatekeepers are expected to provide a full day of work for each flying day removed from their schedule.
24. The term "Crew Contact" refers to a confidential investigation conducted by a Gatekeeper with the pilot(s) involved in an event. An investigation may be conducted to gather the facts surrounding an event to determine the cause of the event.
25. The term "Designee" means, for the purpose of this MOA, an employee within a person's direct reporting structure.
26. The term "Event-Based Investigation" or "Event-Based Review" means an investigation of a Known Event. Within the context of this agreement and the FOQA program these events only refer to ASAP crosstalk and Operational Exceedances Events. When used within the ASAP cross talk section this allows sharing of data or reports bidirectionally between ASAP and FOQA. When used in Operation exceedances, it allows bidirectional sharing of data, reports, and logs with maintenance/engineering.
27. The term "Short Term Transaction" in the context of this program means requests by IBT to remove IBT members from duty post scheduling award for absences that could not be known prior to Monthly Bids closing and therefore could not have been pre-loaded as absences. Such requests will be awarded at company discretion.
28. The term "Identifying Data" means any FOQA Data or combination of data that can be associated with a specific pilot.

Exception: Data removed from an aircraft exclusively for maintenance purposes is not Identifying Data.

29. The term "Known Event" means an event discovered from a source other than FOQA Program Information. Within the context of this agreement and the FOQA program, these events only refer to ASAP crosstalk and Operational Exceedances Events.

Note: Data removed from an aircraft for maintenance purposes will not be used as a source from which to establish a Known Event.

B. FOQA PROGRAM

1. The design, implementation, and operations of the FOQA program shall be by written agreement of the Company and the IBT. Any variation from the agreed-upon FOQA program shall require the mutual agreement of the parties prior to implementation. The parties shall mutually agree in writing prior to the implementation date.

2. FOQA Data shall be used for the purpose of FOQA review by the FOQA Monitoring Team ("FMT").
3. The FMT shall oversee the day-to-day operations of the FOQA Program. The list of flight parameters that will be monitored and the regulatory and procedural limits defining exceedances of any level, with the exception of Aircraft Flight Manual ("AFM") limits, will be determined by the FMT through mutual agreement in writing between the FOQA Program Manager, or their designee, and the Lead Gatekeeper, or their designee. The list shall be subject to review, and all changes, deletions, or additions shall be agreed upon, in writing, between the FOQA Program Manager, or their designee, and the Lead Gatekeeper, or their designee.
4. To ensure continued understanding of the progression of enhancements of the FOQA program during its maturation, any time there is a change in key positions (Director of Safety (119), FOQA Program Manager, IBT Safety Chairman, IBT local President), all three associates shall conduct a formal review of Program history and functionality within sixty (60) days.
5. The Company shall notify the IBT in writing at least thirty (30) days before installation, on any equipment type, of any device, equipment or system (i.e., "WQAR" wireless quick access recorder) to be used in the FOQA Program.
6. At a minimum, the FOQA Program will be used for evaluating the following areas:
 - a. Aircraft performance
 - b. Aircraft systems performance
 - c. Crew performance in general (but not specific Pilots)
 - d. Company procedures
 - e. Training programs
 - f. Training effectiveness
 - g. Aircraft design
 - h. Air Traffic Control ("ATC") system operation
 - i. Airport operational issues
 - j. Meteorological issues

C. FOQA Monitoring Team ("FMT")

1. The FMT shall be composed of appointed positions as determined by the Parties. The FOQA Program Manager, and FOQA Analyst will be appointed by the company. The Lead Gatekeeper, and Gatekeeper (s) per fleet type will be appointed by the Union.
2. No pilot representatives of the FMT may have any current authority in the discipline, demotion or dismissal of Pilots, whether assigned on behalf of either of the Parties.
3. With the exception of the FOQA Analyst(s), each member of the FMT must have a type rating on any Company fleet aircraft.
4. Either of the Parties may select fewer than the maximum number of positions allowed under this MOA due to contingencies. If this occurs, the party making such selection shall notify the other party of its decision to reduce.

5. The FMT shall meet on a regular monthly basis in order to oversee the day-to-day operations of the FOQA Program and establish necessary policies and procedures to ensure compliance with the provisions of this agreement. This does not prevent the FMT from meeting on an ad hoc basis when required. Required meeting schedules and notification procedures will be determined by the FMT.
6. Nothing in this agreement precludes any individual member(s) of the FMT from working with any De-Identified FOQA Data at any time for analysis or review.
7. Each FMT member shall have unlimited access to De-Identified FOQA Data.
8. Each FMT member shall, to the extent necessary to perform their duties outlined in this MOA and the FOQA Manual, be provided with relevant flight release data, scheduling data, crew information, including phone numbers, engineering data, maintenance logs, and safety management systems.
9. Should another data source be beneficial to the FOQA program, the FMT will request this through the FOQA Steering Committee (FSC) Chairman.
10. Any special studies or evaluations require mutual agreement between the FOQA Program Manager, or their designee, and the Lead Gatekeeper, or their designee.

D. GATEKEEPERS

1. Gatekeeper duties and obligations shall include reviewing data designated by the Company, making Crew Contacts, assisting in establishing parameters for event sets, evaluating event validity, attending agreed to internal and industry events, and formulating mitigation strategies.
2. Gatekeepers shall be added at a ratio of one (1) Gatekeeper per 60 fleet aircraft, with a minimum of one (1) Gatekeeper per fleet type.
3. No more than three (3) Gatekeepers can be removed from duty at any one time without company approval. Of those only one Gatekeeper per base and seat, and only one Gatekeeper assigned to the Training Department can be removed from duty at any one time without company approval.
4. Company will provide access, to the extent necessary to perform their duties outlined in this MOA and the FOQA Manual, to each aircraft type and relevant maintenance manuals to ensure data validity and exceedance monitoring.
5. Compensation for the removal from Duty for FOQA Days shall be provided by the company in a bucketed format consisting of eighty (80) PCH per Bid Month. Unused bucketed hours in a Bid Month may be rolled over for a maximum of three (3) Bid Months. Up to one-hundred and twenty (120) of these bucketed hours shall be available to the Union to distribute to their FOQA representatives in a Bid Month at their discretion for paid time off to conduct FOQA duties. The Union may request to distribute more than one-hundred and twenty (120) hours in a Bid Month, but such approval shall be at the Company's discretion.

Such hours shall normally be submitted in advance of the monthly schedule bid process and submitted as a preplanned absence with the value of four (4) PCH per FOQA Day to minimize any operational disruptions. For those FOQA events that cannot be anticipated or projected in advance, the Union may request to drop and pay protect awarded Duty utilizing any remaining bucketed hours. The four (4) PCH value for a preplanned FOQA Day shall increase to five (5) PCH upon the ratification of the Parties' next amended CBA.

6. The monthly bucketed PCH allotment in subsection D.5. above shall only increase through the acquisition of additional active aircraft into its fleet above one-hundred and twenty (120) aircraft. Specifically, every additional fifty (50) active aircraft added to the Company's fleet shall trigger an additional ten (10) PCH per month to the bucketed PCH allotment (e.g., 170 active aircraft shall increase the monthly PCH allotment to 90, 220 active aircraft shall increase the monthly PCH allotment to 100, etc.), however such bucketed PCH allotment shall not exceed one hundred and twenty (120) PCH per month.
7. The Union shall have the right to remove a single pilot per Bid Month to be trained as a Gatekeeper. The Union may exercise this right up to two (2) Bid Months per year, except that such training shall not be requested or approved in the Bid Months of March, June or July. When requested, the pilot's absence shall be limited to five (5) calendar Days per Bid Month and reflected on the pilot's calendar as a preplanned FOQA Day absence. The company shall provide an additional bucketed allocation of thirty (30) PCH per calendar year to be used by the Union for such training. Any resulting flight pay loss above the bucketed thirty (30) PCH allocated by the company for such training shall be handled in accordance with Section 23 of the CBA.
8. One (1) Gatekeeper shall be released from Duty to attend approved industry events. The Company shall book positive space travel to and from the event, as well as provide hotel accommodations for one (1) Gatekeeper. The Union may request that additional Gatekeepers be released from Duty to attend such industry events, which shall be approved at the Company's discretion. All approved absences under this provision shall be reflected on the Pilot's calendar as a preplanned absence with a value of four (4) PCH. The Company shall cover the pay for the one (1) Gatekeeper outside of the bucketed amount provided in D.3 above. Any flight pay loss for such event resulting from additional Gatekeepers that the Union does not cover by the use of the company provided bucketed eighty (80) PCH in D.3. above shall be handled in accordance with Section 23 of the CBA when additional Gatekeepers are requested and released. Associated travel expenses for additional gatekeepers shall be covered by the Union. The four (4) PCH value for a preplanned absence under this subsection shall increase to five (5) PCH upon the ratification of the Parties' next amended CBA.
9. The Union may request that additional Gatekeepers be released from Duty to attend the monthly FMT meeting, which shall be approved at the Company's discretion and handled in accordance with Section 23 of the CBA at the Union's expense.
10. Since a Crew Contact necessitates the use of identified data, only a Gatekeeper is authorized to conduct outgoing Crew Contacts. If a pilot chooses to contact a company appointed FMT member wanting to discuss information related to FOQA, the FMT member will offer the Lead Gatekeeper's contact information. However, if the pilot chooses to continue the conversation with the company FMT member, the FMT member will notify the Lead Gatekeeper of the conversation. A Gatekeeper shall be responsible for determining

the appropriateness of responding to a pilot request to discuss an event with a Gatekeeper. Outgoing Crew Contacts can be requested by anyone on the FMT for events that occur outside of the Crew Contact matrix.

11. The Gatekeeper shall balance the pilot's privacy with the necessity of gathering additional facts surrounding an event to determine the cause. The contact shall be investigative in nature; it is made to determine the "why" of an event. That information, along with other FOQA Program Information, is used to determine if any follow-up action is required. Gatekeepers may record the results of all Crew Contacts and insert them into the vendor's database for additional TEM processing.
12. Should staffing in D.2 prove to be inadequate from airline or program growth, IBT and company representatives shall meet and confer to discuss the concerns of the reporting party.
13. A minimum of one (1) Gatekeeper, tasked by the Lead Gatekeeper, shall be made available for approved internal events outside monthly FMT meetings, and any FOQA meetings that the FOQA Program Manager or Analyst attends.
14. Laptop computers shall be made available to Gatekeepers, at a ratio of one (1) laptop per 60 fleet aircraft, with a minimum of one (1) laptop per fleet type as well as other required equipment as determined by the FOQA Program Manager, to remotely accomplish their duties as a Gatekeeper. This requirement may be waived at the discretion of each Gatekeeper.
15. Should expenses occur outside of the specific company-provided provisions in this MOA, they shall be borne by the Union.
16. All Short-Term Transactions requested will be forwarded to the Chief Pilot's Office for processing.
17. In the event the wireless data transmission is inoperative, and the Company elects to manually obtain FOQA data, the Company and IBT shall meet within 7 days to establish a mutually agreeable process for data collection. Agreement shall not be unreasonably withheld.
18. For the purposes of calculating Rest and Days Off for Regular or Reserve Line Holders, a Gatekeeper who has had their schedule blocked from Duty for FOQA Days (exclusive of FOQA Training, travel, etc.) shall have such absence treated as follows:
 - a) A FOQA Day shall not count as a Day Off when determining Minimum Day Off requirements during Monthly Bid Period Line Construction.
 - b) For the purposes of contractual Scheduled and Actual Rest requirements under the Agreement, a working FOQA Day shall be set and designated on the Gatekeeper's calendar as beginning at 0900 Local Domicile Time (LDT) and ending at 1700 LDT and such designated time shall not constitute Rest under the Agreement.
 - c) The designated beginning and ending times of a working FOQA Day (i.e., 0900 LDT to 1700 LDT) shall not be modified on a Gatekeeper's schedule, regardless of the actual times the Gatekeeper elects to perform their FOQA Day duties.

19. For the purposes of calculating Rest and Days Off, as well as eligibility for a Gatekeeper to be awarded a Training Line or be assigned to the Training Department for a Bid Month, a Gatekeeper who is requesting to be assigned to the Training Department or to a Training Line in a Bid Month in which they are scheduled for FOQA duties understand:
- a) A FOQA Day or other assigned FOQA duty shall not require the company to drop any assigned or awarded Training or Checking Events unless such FOQA Day or other assigned FOQA duty occurs on the same Day as the awarded Training or Checking Event, or such FOQA Day or other assigned FOQA duty and the awarded Training or Checking Event is in conflict with the rest requirements of 19.b. below. Further, a FOQA Day or other assigned FOQA duty shall not impact Minimum Day Off requirements for a Gatekeeper assigned to the Training Department or to a Training Line
 - b) For the purposes of contractual Scheduled and Actual Rest requirements under the Agreement, a working FOQA Day (exclusive of FOQA Training, travel, etc.) shall be set and designated on the Gatekeeper's calendar as beginning at 0900 Local Domicile Time (LDT) and ending at 1700 LDT and such designated time shall not constitute Rest under the Agreement.
 - c) The designated beginning and ending times of a working FOQA Day (i.e., 0900 LDT to 1700 LDT) shall not be modified on a Gatekeeper's schedule, regardless of the actual times the Gatekeeper elects to perform their FOQA Day duties.
 - d) The company shall maintain the discretion to assign or award a Gatekeeper to the Training Department or to a Training Line if they have more than seven (7) combined pre-planned Days unavailable in a Bid Month, inclusive of FOQA Days, FOQA training, travel, etc. For example, a Gatekeeper who has three days of scheduled Vacation and five (5) FOQA Days in a Bid Month may be prohibited from being assigned to the Training Center or to a Training Line at the company's discretion.
 - e) A Gatekeeper awarded or assigned to the Training Department or to a Training Line shall be required to submit their FOQA Days to the company by the 15th of the month prior to bids opening to be eligible to be awarded the FOQA Days.

E. DATA USE, RETENTION AND SECURITY

- 1. The design of the FOQA Program shall ensure the confidentiality and ultimate anonymity of individual Pilots.
- 2. No person, other than a Gatekeeper, shall be authorized to identify the individual Pilot(s) associated with FOQA Data. Exception: Identified FOQA or ASAP Data may be shared only as permitted by the ASAP crosstalk section of this MOA. For an Event-Based Investigation the Lead Gatekeeper, their designee, or those approved by mutual agreement between the FOQA Program Manager, or their designee, and the Lead Gatekeeper, or their designee, will have initial access to Identifying Data.
- 3. The Company will provide the Gatekeepers with a private process for determining Pilot names and contact information based on date and flight number.

4. Notwithstanding this or any other agreements, if any concerns associated with an Aircraft Operational Exceedance Event and/or Limitations are raised by any member of the FMT, or brought to the attention of the FMT, a Gatekeeper shall attempt to make contact and request the Pilot(s) provide information to him/her to answer any concerns raised by the FMT. The process below will provide the company with data to facilitate maintenance actions.
5. The Company shall be prohibited from issuing formal discipline based on collected FOQA Data. No Pilot or FMT member may be issued formal discipline based on FOQA data.
6. No person, except a Gatekeeper, may have access to Raw Data outside of the data collection process unless approved by the Lead Gatekeeper.
7. Sufficient De-Identified Data shall be maintained on the Vendor's server to fulfill the requirements of the FOQA Program. This should be considered a minimum of 36 months.
8. Any FOQA analysis reports created by the FMT shall be sent to the FOQA stakeholders mentioned in the FOQA Manual. A copy of each report shall be made available to the stakeholders.
9. In order to maintain adequate specific data points in aggregate for reporting to stakeholders and the company at large, the FMT will create and maintain reporting dashboards or portals for dissemination. This can be accomplished by any member of the FMT.
10. Any access' to be granted for FOQA Software or Data will be agreed upon by mutual agreement between the FOQA Program Manager, or their designee, and the Lead Gatekeeper, or their designee. The Lead Gatekeeper and FOQA Program Manager will have visibility to permissions granted by the FMT.
11. Password-protected software will allow access to Identifying and Identified Data to the Gatekeepers alone. If the circumstances of exceedances so warrant, the Gatekeepers shall be permitted to contact and interview the associated Pilot(s). For this purpose, the Company will provide the Gatekeepers with contact numbers of all Company Pilots.
12. FOQA Program Information (Identified or De-Identified) shall not be released to any third-party, whether it is a person, an entity or a government institution unless compelled to do so by operation of law, with the exception of the FOQA vendor and ASIAs. In instances where the Company intends to release information when it believes that it is required to do so by operation of law, the Company shall immediately notify the Safety Committee Chairman of all the relevant circumstances of the request for release of information in order to permit the Union to contest the disclosure, should they so choose. The exception to this would be a release of data to be used in industry presentations. In such instances the audience, materials to be released, format and all other aspects of the release must be mutually agreed by both parties.
13. Identifying Data shall be removed from Identified Data as soon as possible, but no later than forty-five (45) days from the Data Acquisition Date by the Company and/or a FOQA Vendor.
14. Notwithstanding E.13, identified data retention may be extended to thirty-six (36) months when used in conjunction with future technologies such as individualized pilot reporting and analysis tools. This exception must be approved in writing by the FMT representatives on a case-by-case basis.

15. Any notes, memoranda, or other documents used by an FMT member that may be used to identify an individual Pilot with a specific flight shall be de-identified in accordance with this MOA. If it is impossible to de-identify such materials, then such information shall be destroyed no later than fourteen (14) days after having been obtained.
16. Raw Data collected or received in the course of the FOQA Program, in any form, shall be completely erased or destroyed no later than fifteen (15) days after date of acquisition, unless otherwise agreed by both parties.
17. Any person who has contact with Identified Data used in a FOQA Program shall be prohibited from divulging any identifying data to any individual other than the Gatekeepers. In the event any person divulges any Identifying Data to any individual other than the Gatekeepers, such person shall immediately be removed from any further participation in the FOQA Program.
18. Should any individual tracking, performance, or review software be implemented or data from a section E.14 exception be shared or disseminated in a manner in which it was not expressly intended, the individual releasing such data will be immediately removed from current or historical access. The individual will also be removed from the program's protections and could face discipline, demotion, and dismissal.
19. Secure facilities shall be provided for FMT representatives. The secure facility will have a computer terminal with printer access. Secure file storage for each FMT member will be provided. The FMT facilities will be large enough to comfortably hold an FMT meeting. Only FMT representatives will have access to this room and will be responsible for keeping it tidy. The FMT computer will be dedicated to FOQA usage. Use of the facility by representatives outside of the FOQA program must have an FMT representative present.
20. Any Identifying Data recorded or collected by the Company prior to the implementation date of the FOQA Program shall not be used for the program and will be de-identified or destroyed.
21. If in the view of any representative of the FMT there is a violation of this MOA, either party shall have the option of suspending the FOQA program pending review by the parties. A FOQA program review shall be concluded within thirty (30) days of the date of suspension. During a suspension, data may continue to be collected and processed, but no analysis of other work involving FOQA data shall be performed.
22. Upon receipt of a suspension notice, the Company or IBT will notify the FOQA Vendor to immediately remove user access. Processing at the vendor may still occur, however, all user access will be suspended until the program is resumed or the termination clause is enacted. Following the suspension, the Director of Safety (119), VP of Flight Operations, FOQA Program Manager, Safety Committee Chairman, Lead Gatekeeper, and a member of the E-Board may be removed from duty to conduct a review of the alleged violation. These individuals or their representatives must unanimously agree to resume the program.
23. In the event of termination of the FOQA Program or cancellation of this MOA, all FOQA Program Information will be destroyed within seven (7) days.
24. Any violation of the requirements of the agreed upon FOQA Program or the terms herein shall be sufficient cause for either party to terminate the FOQA Program.

F. CONTRACTS WITH FOQA VENDORS

1. The Company will contract with a service provider, known as the FOQA Vendor, to process and analyze the information arising out of the FOQA Program. The Union shall be fully appraised of all contractual relationships and the substance of all arrangements with the Company and the FOQA Vendor.
2. The FOQA Vendor with whom the Company has contracted shall be bound by all of the obligations placed upon the Company by this MOA with respect to maintaining the security and confidentiality of information. The Company shall make such contractual arrangements as are necessary to ensure that its obligations to maintain the security and confidentiality of information are satisfied. The Company shall take all reasonable steps to ensure that the obligations concerning security and confidentiality of the information are respected by the service provider and shall immediately notify the Safety Committee Chairman and Lead Gatekeeper of any non-compliance by the service provider. The Company shall provide to the Union for its review any contractual arrangements it has made with respect to its obligations not to disclose information as set out in this MOA and elsewhere. The Union may decline to permit the information to be analyzed or processed by a FOQA Vendor in the event the Union is not satisfied with such arrangements that have been made to secure the confidentiality of the information arising out of the FOQA Program.
3. Should a new vendor be established or contracted by the company, and such transition of vendors requires additional training for current FMT members, the company shall incur the reasonable expenses for such additional training.

G. IMMUNITY

1. The collection of FOQA Data entirely and solely within the parameters of this FOQA Program does not require notification.
2. The Company may not use information collected in the FOQA Program to corroborate information received from another source to justify or initiate an investigation of a Pilot for the application of disciplinary measures, suspension or dismissal.
3. FOQA Program Information, outside of ASAP crosstalk, shall not be used as a basis, in whole or in part, to justify or require a Pilot's submission to a non-recurrent proficiency, training event, or line check.
4. FOQA Program Information shall be considered inadmissible in any grievance, System Board of Adjustment, or administrative or legal proceeding.

H. ASAP CROSSTALK

1. FOQA Program Information

- a. The FOQA Program Manager or their designee may request an Event-Based Investigation. As part of that Event-Based Investigation, the Lead Gatekeeper or their designee will have access to FOQA Program Information related to such Known Event and may promptly provide FOQA Program Information concerning such Known Event to the FOQA Program Manager upon request.
- b. Other than for a Known Event involving intentional falsification, no ASAP report will be excluded from ASAP based solely upon FOQA Program Information.
- c. The Company will not require a pilot to undergo a validation, evaluation, or checking event based upon FOQA Program Information.

2. Sharing and Releasing of Information

- a. De-identified Data may be shared, copied, or distributed within Allegiant or to a third party with mutual agreement between the FOQA Program Manager, or their designee, and the Lead Gatekeeper, or their designee.
- b. Identified Data from a Known Event may be shared, copied or distributed within Allegiant (including the ERC) with mutual agreement between the FOQA Program Manager, or their designee, and the Lead Gatekeeper, or their designee.
- c. FOQA Program Information containing any Identifying Data will not be shared, copied, or distributed to any third party without the consent of both the FOQA Program manager or their designee and the Lead Gatekeeper or their designee. Exception: The FOQA Program Manager or their designee may share, copy, and/or distribute FOQA data containing a flight number(s) and/or date(s) of event(s) with any aircraft or aircraft parts manufacturer, provided that Allegiant has taken reasonable precautionary measures to ensure the confidentiality and security of such data.
- d. If an operational exceedance event is discovered through a maintenance log entry that requires a maintenance action, and that data is available through the FOQA Program, the gatekeepers will have two (2) hours from the time of notification from the company to determine what data is provided. If the gatekeeper does not respond within two (2) hours of initial notification, any FMT member can provide data to the company. The data provided shall only be used to determine maintenance actions.

3. Event-Based Review or Investigation Using FOQA Data

- a. To review or investigate a Known Event using FOQA Program Information, the Lead Gatekeeper or their designee will be the sole authority for data analysis or download from an aircraft recording device, as follows:
 - a) A tracking system ("the tracker") will be used to facilitate the coordination and communication of FOQA Data obtained for the purpose of reviewing or investigating a Known Event.
 - b) An entry into the tracker and notification to the Lead Gatekeeper or their designee is required:

- i. upon the use of Identifying Data if it is reviewed and follow up action is taken.
- c) Gatekeepers and the Flight Safety team will routinely monitor the tracker and be jointly responsible for initiating data reviews with each other as deemed appropriate.
- d) Information entered into the tracker will include:
 - i. Data to be used,
 - ii. Date of usage,
 - iii. Flight number and date associated with the event,
 - iv. Aircraft type,
 - v. Aircraft tail number, and
 - vi. Specific event to be evaluated.
- e) During a review of FOQA Program Information, upon request, a Gatekeeper will be provided an identified copy of any ASAP report(s) associated with the event. The following rules apply to Gatekeepers:
 - i. ASAP reports will not be electronically shared with anyone, including other Allegiant departments or IBT personnel, without the specific approval of the FOQA Program Manager or their designee. Sharing an ASAP report with any third party is prohibited.
 - ii. The contents of the ASAP report provided will be kept confidential and stored in a secure database.
- f) Upon request of the IBT Safety Committee Chairman, a Gatekeeper will participate in a periodic review of FOQA Program Information with the Company.

I. GENERAL PROVISIONS

1. The parties have reviewed the FAA Advisory Circular 120-82 ("AC 120-82") concerning the FOQA Program and agree that they shall not provide the Administrator with information arising out of the FOQA Program, except in a De-Identified form and shall do so only if strictly required by law. However, the parties may agree in writing to provide the Administrator with aggregate De-Identified Data. Further, the consent of the Union to a FOQA Program operated by the Company is conditional upon the FAA maintaining a policy that is substantially similar to that expressed in AC 120-82. In the event AC 120-82 is retracted and is not replaced with another substantially similar policy or regulatory provision, the FOQA Program shall cease. All collected Identified Data to date will be immediately and permanently destroyed.
2. Any violation of the requirement or the agreed-upon FOQA Program, or the terms herein, shall immediately cause the FOQA Program to be held in abeyance until the infraction is resolved to the mutual satisfaction of both the Parties, not to exceed seven (7) days. During suspension, user access shall be suspended; however, the FOQA vendor may continue collecting and processing data but not disseminating until resolution. Should the parties be unable to come to an agreement as to the resolution of the violation, the FOQA Program shall be terminated immediately and any FOQA Data to date will be permanently destroyed.

by the Company and the FOQA Vendor within seven (7) days of receipt of a suspension notice.

3. This MOA shall become effective upon the date of signing and will be considered a continuing program. Notwithstanding any of the preceding, either party may terminate this MOA upon thirty (30) days written notice to the other party. Upon service of such written notice, and after the permanent destruction of all Identified Data, this MOA shall be null and void, and this FOQA Program shall cease.

J. TERMS OF AGREEMENT

1. This MOA shall become effective on the first day of the next calendar month following the approval and signature by the Company's and the IBT's representatives. This MOA shall remain in full force and effect until amended, modified, or terminated. Notwithstanding any of the foregoing, either the IBT or the Company may cancel this MOA due to any failure of the Federal Aviation Regulations or legislation to maintain pilot protective provisions to the satisfaction of the Company and the IBT by serving upon the other party a written notice of its desire to cancel this MOA. On the thirtieth day following service of the written notice, this MOA shall be deemed null and void and shall have no further effect.
2. The Parties agree that this MOA, once effective, shall replace the current FOQA LOA in the CBA. The Parties further agree that as a condition of the execution of this MOA, the current LOA shall be deemed null and void and removed from any future CBA's.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the representative dates set forth below.

Dated this 2nd day of November, 2024.

Dated this 2nd day of November, 2024.

For the Union:

The International Brotherhood of
Teamsters, Airline Division and APA
Teamsters Local Union 2118

By: _____

Its:  Trustee Greg Unterseher

For the Company:

Allegiant Air, LLC

By: _____


Its: Vice President of Labor