

MEMORANDUM OF UNDERSTANDING

Between

ALLEGIANT AIR, LLC

and

THE PILOTS

in the service of

ALLEGIANT AIR, LLC

as represented by

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

AIRLINE DIVISION

Regarding

LOS ANGELES DOMICILE CLOSURE

This Memorandum of Understanding (“MOU”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between ALLEGIANT AIR, LLC (the “Company”), its successors and assigns, and the Pilots in the service of ALLEGIANT AIR, LLC, as represented by the International Brotherhood of Teamsters, Airline Division, (the “Union”).

WHEREAS, the Company and the Union are parties to a collective bargaining agreement covering the Company’s Pilots, with an effective date of August 1, 2016 (the “CBA”); and

WHEREAS, on March 3, 2025, the Company announced the closing of the Pilot Domicile located at the Los Angeles International Airport (“LAX”), effective September 2, 2025; and

WHEREAS, the Company and the Union desire to address the impact of the closing of the LAX Domicile on the Pilots currently based there.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The Company shall post a bid for the Pilots affected by the closing of the LAX Domicile (the “LAX Domicile Closing Bid”).
 - a. The LAX Domicile Closing Bid shall not be considered a Vacancy Bid under Section 12 of the CBA.
 - b. Only those Pilots who hold a most recent vacancy award of LAX Captain or First Officer as of March 3, 2025, and who have not voluntarily bid out of or withdrawn from their LAX Vacancy prior to the opening of the LAX Domicile Closing Bid (the “Affected LAX Pilots”), shall participate in the LAX Domicile Closing Bid.

- i. An Affected LAX Pilot that holds a vacancy award of LAX Captain or First Officer as of March 3, 2025, with a future effective date (i.e., not yet based in LAX as of March 3, 2025) shall have the option to either maintain or withdraw from their LAX vacancy award.
 1. An Affected LAX Pilot who elects to withdraw from their LAX vacancy award must do so within fourteen (14) days of this MOU being fully executed by emailing Flight.Operations@allegiantair.com. A Pilot who elects this option shall be returned to the Domicile and Position vacancy they held prior to being awarded LAX, and will not be entitled to the LAX Domicile closing benefits outlined in this agreement (i.e. not eligible for Moving Expenses and not eligible to participate in the LAX Domicile Closing Bid).
 - a. If electing to withdraw from a future LAX vacancy and effective date, instead of maintaining their current Domicile award prior to LAX (e.g. DSM), the Pilot may instead elect to be ‘absorbed’ into an alternative Permanent Domicile (e.g. PIE) in their current Position in which they are more senior to the most junior pilot in that Permanent Domicile as of March 3, 2025 by emailing Flight.Operations@allegiantair.com within fourteen (14) days of this MOU being fully executed. The effective date for this ‘replacement absorbing’ award would take the place of the Pilot’s LAX effective date. For example, if the Pilot’s LAX effective date was June 1, 2025, their ‘replacement absorbing’ award would also be effective June 1, 2025. A ‘replacement absorbing’ award would be considered a voluntary vacancy and would not be eligible for Moving Expenses. A pilot withdrawing from their LAX award will not be eligible for a ‘replacement absorbing’ award into the Virtual Base Domicile (VBD).
 2. An Affected LAX Pilot who elects to maintain their LAX vacancy award shall begin operating in LAX at their awarded effective date, and will be entitled to the benefits outlined in this agreement.
 - c. Any LAX pilot that had been awarded a bid out of LAX during a voluntary CBA Section 12 vacancy bid prior to the announcement of the closure of LAX on March 3, 2025, shall not be covered by this MOU nor be entitled to any benefits outlined in this agreement even if the new award had not yet taken effect as of March 3, 2025.
2. The Company shall post the LAX Domicile Closing Bid electronically no later than May 26, 2025, after the conclusion of the May system vacancy bid (if applicable) and it shall remain open for at least seven (7) calendar days. LAX Domicile Closing Bid results will be posted electronically within seven (7) days of the bid closing.
 3. The LAX Domicile Closing Bid notice shall state the number of Positions affected, the names of the Affected LAX Pilots, the effective date of the LAX Domicile Closing Bid, the maximum number of Virtual Base Domicile (“VBD”) Positions into which the Affected LAX Pilots may be absorbed, and that there is no maximum number of opportunities in Permanent Airbus Domiciles into which the

Affected LAX Pilots may be absorbed, except for Fort Lauderdale, Florida (FLL) in which zero (0) pilots will be absorbed due to an imminent fleet transition from all Airbus to all Boeing in late 2025.

4. The LAX Domicile Closing Bid shall not contain any new Vacancies.
5. All Affected LAX Pilots as defined in this MOU shall be eligible to participate in the Domicile Closing Bid and, as such, will be required to update their Standing Base Bid preferences to reflect the other Domicile(s) into which they wish to be absorbed in their most recently awarded LAX Position (current Equipment & Seat).
6. An Affected LAX Pilot will be permitted to exercise their seniority in their current Position (i.e., Equipment and Seat) in another Domicile if that Pilot is more senior than the most junior Pilot in that Position and Domicile; *provided* that, a maximum of one (1) Captain and one (1) First Officer may exercise their seniority to Airbus VBD. There shall be no maximum number of Affected LAX Pilots who may be absorbed into any other Airbus Permanent Domiciles, except Fort Lauderdale, Florida (FLL) in which zero (0) pilots will be absorbed due to an imminent fleet transition from all Airbus to all Boeing in late 2025.
 - a. When determining whether a LAX Pilot is more senior to the most junior Pilot in each Domicile for purposes of being absorbed during the LAX Domicile Closing Bid, the determination of relevant seniority will be based on all system vacancy awards and system seniority after the conclusion of the May 2025 system vacancy bid month in accordance with CBA section 12.
7. The effective date for each Pilot's new Domicile award from the LAX Domicile Closing Bid will be October 1, 2025. The effective date of a Pilot's new Domicile award may be earlier than October 1, 2025, if the Pilot voluntarily bids out of their LAX Vacancy pursuant to Section 12 of the CBA during a System Vacancy Bid.
8. No Pilots in their Position and Domicile into which the Affected LAX Pilots are absorbed shall be displaced as a result of the LAX Domicile Closing Bid.
9. An Affected LAX Pilot on a Leave of Absence pursuant to CBA Section 8 of the CBA shall still be eligible to participate in the LAX Domicile Closing Bid. If the Affected LAX Pilot who is on a Leave of Absence is unable to participate in the bid due to their leave, upon return from Leave of Absence they shall have up to seven (7) days to update their Standing Base Bid preferences to reflect the Domicile in which they wish to be absorbed, which shall be processed in accordance with this MOU.
10. Affected LAX Pilots who are still based in LAX for the September 2025 Bid Period (i.e. have not bid out of their LAX voluntarily with an effective date or long-term training date during or before September) will not bid for a September schedule, but rather the Company will pre-plan Days Off from September 1 – 30.
 - a. Days Off will not replace any applicable pre-planned events in September 2025 for LAX Pilots (e.g. vacation, recurrent training, union business, leave of absence, etc.), but rather Days Off will be scheduled around those pre-planned events.
 - b. Such Pilots shall receive a Monthly Minimum Guarantee of seventy (70) hours for the entire Bid Period, unless the Pilot is on a Leave of Absence in which case Section 8 of the Agreement shall govern any compensation.

- c. After final publish of September schedules on August 12th, 2025 at 1700 PDT, Affected LAX Pilots eligible for these pre-planned Days Off may pick up Open Time in any Domicile location. Open Time picked up on Days Off after final publish will be paid above the seventy (70) hour minimum guarantee pursuant to CBA Section 3.K.
- d. An Affected LAX Pilot who bid out of their LAX vacancy prior to the 'LAX Domicile Closing Bid' with an awarded effective date and/or training date prior to October 1st, 2025, shall bid for their September 2025 schedule per normal bidding processes and/or continue with their currently scheduled training footprint.

11. Moving Expenses

- a. All Affected LAX Pilots for whom LAX Captain or LAX First Officer is their most future awarded vacancy award as of March 3, 2025, regardless of whether they were entitled to participate in the LAX Domicile Closing Bid (i.e., those who voluntarily bid out of their LAX Vacancies prior to the opening of the LAX Domicile Closing Bid), shall, pursuant to the requirements of Section 6.E.6 of the CBA and this MOU, be entitled to receive the moving benefits associated with Section 6.E., except that Section 6.E.2.b. shall be modified for these express purposes to reflect the following:
 - i. Reimbursed moves shall receive a moving stipend based on the table below (subject to proof of domicile relocation). Proof of relocation includes, but is not limited to, providing Company requested documentation that clearly demonstrates that the Pilot has fully executed a move of actual principle residence to their newly awarded Domicile.

<u>Domicile to Domicile</u>	<u>Amount</u>
120 – 2,000+ Miles -	\$12,500
Commuters -	\$1,200

- b. The timeline for Moving Expense eligibility in Section 6.E.6. of the CBA shall be extended from nine (9) months to eighteen (18) months following the effective date of the transfer to the new Domicile to complete the move and submit documentation for any stipend payment and/or benefit listed in Section 6.E.
 - c. Affected LAX Pilots for whom LAX Captain or LAX First Officer is their most future awarded vacancy award as of March 3, 2025, regardless of whether they were entitled to participate in the LAX Domicile Closing Bid (i.e., those who voluntarily bid out of their LAX Vacancies prior to the opening of the LAX Domicile Closing Bid), who choose not to move their principal residence to within one hundred and twenty (120) miles of their new Domicile shall be entitled to the one-time \$1,200 commuter stipend set forth in Section 6.E.2.b. of the CBA.
12. Section 6.E.2.c. of the CBA shall apply to any Pilot who terminates their employment within ninety (90) days of receiving a moving expense stipend pursuant to this MOU.
13. This MOU is based on facts unique to the 2025 LAX Domicile closure and shall only be cited, offered or relied upon to enforce the express terms and conditions contained herein. It shall not be cited, offered or relied upon in any manner whatsoever, now or in the future, in connection with any matter involving any other Domicile closures.

This Memorandum of Understanding shall be effective on its date of signing and shall remain in full force and effect concurrent with the collective bargaining agreement.

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

Dated this ____ day of March, 2025.

For the Union:

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

By: _____
Its: Temporary Trustee

Dated this 21st day of March, 2025.

For the Company:

Allegiant Air, LLC

By:  _____
Its: Vice President of Labor