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May 15, 2025

VIA E-MAIL ONLY

Mr. Bill Fishburn
Director of Labor Operations
Allegiant Air, LLC
1201 N. Town Center Dr.
Las Vegas, NV 89144
William.fishburn@allegiantair.com

Re: Notice of Major Dispute— Demand for Immediate Withdrawal of May 1, 2025 GOM “Accessibility/Return-Call” Revision

Dear Mr. Fishburn:

This office is legal counsel to the International Brotherhood of Teamsters, Allegiant Pilots Association, Local 2118 (“Union”). On May 1, 2025, Allegiant inserted into its General Operations Manual (“GOM”) the following requirements applicable to Captains and First Officers during periods of rest:

Will be accessible to Flight Operations leadership and will return any missed contact ... no later than 24 hours unless extenuating circumstances prevent it.

GOM §§ 11.3.1.4.C.24 & 11.3.1.5.C.13.

These mandates, which require a Pilot to call back no later than 24 hour unless extenuating circumstances regardless of contractual and Federal Aviation Regulation (FAR) rest requirements, are unlawful, unilateral changes made by Allegiant to the terms and conditions of the employment of its pilot group while the Union and Allegiant are engaged in negotiations over amendments to their Collective Bargaining Agreement (“CBA”) pursuant to Section 6 of the Railway Labor Act (RLA). Allegiant’s unilateral implementation of these changes effectively negate changes and/or replaces existing provisions in the CBA. As such, Allegiant’s adoption of the GOM sections above are not “arguably justified” by the CBA; therefore, this is not a minor dispute. Thus, Allegiant’s actions constitute a major dispute under the Railway Labor Act.

The current CBA became effective on August 1, 2016, and is amendable on July 29, 2021. The IBT served a Section 6 notice on the Carrier on or about February 9, 2021. Following direct negotiations, the parties submitted a joint Application for Mediation Services on or about January 5, 2023. Mediation efforts commenced on or about March 7, 2023, and the case currently remains in mediation under the auspices of the National Mediation Board. At the outset, it must be stated that Section 1.J.2.a provides that Company Manuals are subordinate to the CBA. The unilateral implementation and enforcement of the new GOM revision cited above imposes a new 24-hour response obligation that nullifies bargained-for rest rights in the CBA.

Allegiant cannot unilaterally change the terms and conditions of the CBA through the adoption of a new GOM policy that directly contradicts the CBA.

Section 2 of the CBA defines “Rest Period” as “Pursuant to Section 14, Hours of Service, a Rest Period is the time between Duty Off and the subsequent Duty On time.” CBA, at 2-8. The GOM change is converting pilot rest periods into a 24-hour standby period.

Furthermore, the CBA’s FAQs also make clear that a pilot should not be subject to company call and a 24-hour response window, wherein it states the following:

ADD/ROE 15.L. & M.

Q: The contract says that the company can assign trips for an ADD/ROE day

up until 1800 pacific time the night before. Am I required to answer the

phone or check the company website when I am on required rest?

A: No. Per the FAR’s the company cannot require a pilot to be contactable

during required rest.

CBA FAQs, at 2.

The new GOM provisions would effectively change the definition of the “Rest” in Section 2 of the CBA and thereby change Section 14 of the CBA. Moreover, because Section 1.J.2.a establishes the supremacy of the CBA over the terms of Company Manuals, Allegiant’s policy cannot be “arguably justified” under by the CBA and, therefore, cannot be treated as a minor dispute. *See Consol. Rail Corp. v. Ry. Labor Execs.’ Ass’n*, 491 U.S. 299, 307-08 (1989) (carrier must show contractual basis that is at least “arguable”); *Detroit & Toledo Shore Line R.R. v. UTU*, 396 U.S. 142, 153-54 (1969).

Because Allegiant unilaterally altered “rates of pay, rules, or working conditions,” this is a major dispute. Courts hold a dispute is major unless the carrier’s action is plausibly rooted in contractual language. *See Int’l Bhd. of Teamsters v. SWA*, 875 F.2d 1129, 1133-34 (5th Cir. 1989). A carrier that changes the status quo in a major dispute is subject to injunctive relief. *See Bhd. of Locomotive Eng’rs v. Burlington N. R.R.*, 838 F.2d 1087, 1092-93 (9th Cir. 1988).

Furthermore, in interpreting the FARs, the FAA has made it abundantly clear that a carrier cannot require a pilot to return calls during their rest period. The CBA clearly provides that a rest period “is the time between Duty Off and the subsequent Duty On time.” Thus, Allegiant’s new GOM provisions, which requires a call back without regard to rest period requirements are not justified by the CBA or the FARs. There can be no doubt that there is simply no justification, arguable or otherwise, for the Company’s changes to the GOM.

Pursuant to the RLA and its applicable provisions, the Union demands that Allegiant:

1. Rescind in writing the May 1, 2025, GOM accessibility/return-call language and access language while on duty no later than 10:00 a.m. PDT, Friday, May 16, 2025.
2. Cease and desist from any and all enforcement of the GOM changes noted above.
3. Maintain the status quo until the Company exhausts the RLA's major dispute resolution process.

If Allegiant fails to comply with the three demands directly above, the Union will:

- Seek injunctive relief to restore the status quo.
- Pursue all self-help legally permitted in a major dispute in accordance with the Railway Labor Act.

Nothing herein waives any right or remedy under the CBA, the RLA, the FARs, or any other law or regulation. The Union demands that the Company cease its unilateral changes to terms and conditions of employment and govern itself accordingly.

Respectfully,

A handwritten signature in blue ink, appearing to read "Nate Ring", with a stylized flourish at the end.

Nate Ring, Esq.