

MEMORANDUM OF AGREEMENT

between

ALLEGIANT AIR, LLC.

and

THE PILOTS

in the service of

ALLEGIANT AIR, LLC.

as represented by the

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

AIRLINE DIVISION, LOCAL 1224

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into by and between ALLEGIANT AIR, LLC. (hereinafter referred to as “the Company”) and the AIRLINE PILOTS in the service of ALLEGIANT AIR, LLC., as represented by THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION (hereinafter referred to as “the Union”).

WHEREAS, the Company and the Union are parties to a collective bargaining agreement (hereinafter “the Agreement”) covering the period of August 1, 2016, to July 29, 2021, pursuant to the Railway Labor Act; and

WHEREAS, on October 6, 2017, the Union filed a grievance alleging the manner in which the Company was providing deadhead transportation to Virtual Domicile (VBD) based pilots was not in accordance with Sections 12.F, 9 and 15 of the Agreement; and

WHEREAS, on June 27, 2018, the Union and Company engaged the arbitration procedures of Section 19 of the Agreement in an attempt to clarify and resolve the open disputes relating to the deadhead transportation for VBD pilots; and

WHEREAS, on October 21, 2018, the Arbitration Board issued an award remanding the Company and Union to address the question of remedy; and

WHEREAS, the Company and Union wish to voluntarily address the issue of remedy and further resolve and clarify all known open issues relating to VBD pilots without remanding the issues back to the Arbitration Board to determine remedy;

NOW, THEREFORE, in full and complete settlement of all matters referred herein, the parties hereby agree as follows:

1. The resident airport selected by a VBD pilot must reflect the negotiated intent of Section 12.A, specifically;
 - a) A Virtual Domicile (“VBD”) is a Pilot’s designated residence.

- b) Pilots who are Virtual Domiciled shall designate a Resident Airport for the purpose of Deadhead travel to and from their Virtual Domicile to their TDY Assignments.
 - c) A Pilot's Virtual Domicile and Resident Airport must be located in the contiguous United States.
 - d) A qualifying Resident Airport is an airport hosting at least two non-code share airlines conducting full-service operations.
 - e) Pilots shall have the ability to change their Virtual Domicile at any time by notifying the Company of such change prior to the opening of monthly Bidding.
2. A VBD/TDY pilot will designate his/her resident airport at least 1 week prior to the opening of bidding for the upcoming month.
 3. Two Deadhead days shall be pre-planned in each VBD/TDY Pilots calendar. Deadhead days shall be placed on the first day and last day of a pilot's bid month schedule.
 4. The Company will calculate an estimated PCH value for the positioning deadheads based on available travel between a pilot's designated Resident Airport and their TDY Assignment. Such PCH value shall be associated with each preplanned Deadhead day (2 per month) and included in the pilot's Bid Line calculation for awarding purposes. Values for known routes will be maintained and made available to all VBD Pilots.
 5. Once final bid awards have been published, a VBD/TDY pilot will be allowed to move his Deadhead Days by submitting a request to the Company. Each Deadhead Day may be moved once per month to reflect the date on which the pilot is actually scheduled and operating a Deadhead. Requests (requested flight and date) shall be granted providing the travel is in accordance with 12.A. and has been requested within 10 days of the pilot's initial bid line publish. Once booked, the Company will have no further obligations to move, reschedule, cancel, or rebook a Deadhead flight. If a pilot chooses not to utilize the booked flight and instead to move his Deadhead flight on his own to a different time or date in accordance with 12.A, he shall notify the Company of the change within seventy-two (72) hours of the change or cancelation. If a change or cancelation results in a credit, any credit shall only be utilized by the Pilot for booking to or from the Pilot's designated Resident Airport and the Pilot's TDY location and the travel must occur within sixty (60) days of the originally booked Deadhead. After the sixty (60) day period has expired, the Company shall be provided a sixty (60) day period to recoup any unutilized credit. If Company recovers any unutilized credits, they shall notify the Pilot via email. The Company shall not attempt to recoup any credit maintained by the Pilot after the provided sixty (60) day period to do so.
 6. If a pilot subsequently picks up, trades into, or is awarded an assignment (including VFN) that is prior to the first Deadhead day, or after the last Deadhead day, the Union

agrees that the pilot is responsible for his own transportation, and the Company will bear no responsibility for rebooking or moving the deadhead day. In the event the Pilot does not utilize the booked ticket on his scheduled day he shall notify the Company of the change within seventy-two (72) hours of the change or cancelation. If a change or cancelation results in a credit, any credit shall only be utilized by the Pilot for booking to or from the Pilot's designated Resident Airport and the Pilot's TDY location and the travel must occur within sixty (60) days of the originally booked Deadhead. After the sixty (60) day period has expired, the Company shall be provided a sixty (60) day period to recoup any unutilized credit. If Company recovers any unutilized credits, they shall notify the Pilot via email. The Company shall not attempt to recoup any credit maintained by the Pilot after the provided sixty (60) day period to do so.

7. As to the matter of retroactive remedy, in each instance between August 1, 2018, and the execution of this MOA whereby a VBD Pilot was not awarded a minimum of two Deadhead travel days with the appropriate associated Deadhead travel PCH, the Company shall insure that the pilot is provided with the appropriate PCH value for the travel between the Pilot's designated Resident Airport and the Pilot's TDY location for each Deadhead travel day that the Pilot did not receive the appropriate associated Deadhead travel PCH. In addition, the Company will review those grievances filed prior to August 1, 2018, to determine if the remedy identified and agreed to above would be applicable based on those specific grievances (i.e., the month(s) in which each grievant alleged a violation).
8. All outstanding, pending disciplinary actions related to an investigation into prior VBD pilot deadhead scheduling and use shall be addressed in the confidential settlement agreement executed in conjunction with this MOA.
9. This MOA does not constitute and shall not be deemed an admission on the part of the Company of any wrongdoing, liability, error, or violation of the Agreement. This MOA is based on facts unique to this case and is offered on a non-precedential basis with respect to other bargaining unit employees. 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 bargaining unit employees or the Union, excluding only a proceeding to enforce the express terms of this specific MOA.
10. This MOA may be executed in multiple counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Photographic and facsimile copies of such signed counterparts will be sufficient to bind the parties to this Agreement and may be used in lieu of the originals for any purpose.

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

Dated this 17th day of October, 2019.

For the Union:

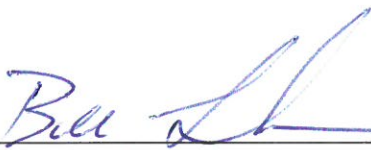
The International Brotherhood of Teamsters,
Teamsters Airline Division and Airline
Professionals Association Teamsters Local
Union 1224

By: 
Its: Executive Council Chairman

Dated this 17th day of October, 2019.

For the Company:

Allegiant Air

By: 
Its: Managing Director of Labor Relations



The Company and your IBT Leadership have partnered to develop the following Q&A to improve transparency and assist you in understanding and complying with the MOA the parties recently completed addressing the VBD/TDY program. Questions regarding the MOA or this Q&A can be submitted directly to your IBT representatives, or to Company representatives @ Flight.Operations@allegiantair.com.

Q: Do I need to request that a Deadhead flight be booked to receive appropriate payment for a Deadhead between my Resident Airport and TDY location?

A: No. The two Deadhead days placed on your schedule will be published with a pre-allocated PCH value equivalent to an actual Deadhead between your designated Resident Airport and your awarded TDY location.

Q: If I will not be requesting that a Deadhead flight be booked, do I need to request to move my pre-allocated Deadhead days to pick up Open Time or be awarded a VFN on a pre-allocated Deadhead day?

A: No. If you will not be requesting Deadhead travel, you have two options:

1. You may contact the Company after initial publish and request that the Deadhead Days be converted to PPSK days which will allow you to pick up Open Time or be awarded a VFN, which will be paid in addition to the pre-allocated PCH value assigned to that day.
2. If you do not contact the Company or request travel be booked within 10-days of initial bid line publish, your pre-allocated Deadhead Day(s) will be converted to PPSK days which will allow you to pick up Open Time or be awarded a VFN, which will be paid in addition to the pre-allocated PCH value assigned to that day.

Q: If I actually travel on a Company booked Deadhead flight, and the calculated PCH of the Deadhead's Actual Block Time is greater than the pre-allocated PCH, what will I receive?

A: In accordance with 3.D.3, you will receive the greater of the pre-allocated PCH or the calculated PCH of the actual Duty Period (1:2), whichever is greater. Example: Pilot is pre-planned to Deadhead from Seattle (his designated Resident Airport) to Mesa Gateway. The projected Deadhead is expected to generate 2 PCH (4 hours @ 50%= 2

PCH) in accordance with 3.D.3 and 3.H.1 of the CBA, however, due to delays, the actual duty time was 6 hours. In this case, the pilot would receive 3 PCH (6 hours @ 50%= 3 PCH). For off-line deadheads (i.e., on non-Allegiant flights), if a delay in arrival is experienced, the pilot must immediately notify Crew Scheduling to ensure FAR and CBA compliance and proper payment. For PCH calculation purposes, Duty will begin one hour prior to the scheduled departure time and end 15 minutes after the arrival time.

Q: If I request that a Deadhead flight be booked, but subsequently choose to not take the scheduled Deadhead will I still receive the PCH for the Deadhead as referenced in paragraph 4 of the MOA?

A: Yes, you will receive the pre-allocated PCH value of the Deadhead whether or not you elect to book a Deadhead, or if you elect not to take a booked Deadhead. Example: Pilot is pre-planned to Deadhead from Seattle (his designated Resident Airport) to Mesa Gateway. The pre-planned Deadhead was projected to generate 2 PCH, however the actual booked Deadhead is projected to generate 3 PCH. If the Pilot chooses not to utilize his Deadhead flight, he must notify the company that he will not utilize the Deadhead in accordance with the MOA, and the Pilot will be paid the PCH value of the pre-allocated Deadhead (2 PCH).

Q: In the previous scenario the Pilot chose not to utilize his booked Deadhead in November, but wants to use the credits to book himself a Deadhead in the following Bid Period (December) between his Resident Airport and awarded TDY location, will the PCH be paid in the Bid Period of November or December?

A: The Pilot will only be paid the pre-allocated PCH in the Bid Period where the original Deadhead was scheduled, in this case November.

Q: I live in Las Vegas, my awarded VBD/TDY location is also Las Vegas. There is no required Deadhead. How is that handled?

A: If your Designated Resident Airport is the same location as your awarded TDY location, you would not be pre-allocated a Deadhead. In these instances, the first and last day of the Bid Period would not be designated as a Deadhead day, so you would be allowed to bid on and be awarded activity on those days. You also would not receive any pre-allocated PCH as there is no Deadhead and you would not be eligible to receive a ticket for travel. You would still receive Per Diem in accordance with 3.Z, because you do not have a "Permanent Domicile".

Q: If I request a specific flight within the required specified timelines, will I be booked on that particular flight?

A: Yes, provided that you are timely on your request (i.e., requested within 10 days of initial bid line publish), the requested Deadhead routing is direct (i.e., not routed in a

manner to unnecessarily accumulate additional PCH), the requested flights are CBA and FAR compliant, and the travel is in accordance with 12.A., per the agreement, the requested flight “shall be granted”. In the event the flight is sold out, you will be notified and required to select a different flight. Tickets will be booked in accordance with the CBA (Window or aisle if available).

Q: If I am a Regular Lineholder, can I request that a pre-allocated Deadhead day be moved in order to book a Deadhead, or request that a pre-allocated Deadhead day be converted to PPSK to participate in SAP?

A: Yes. Regular Lineholders can submit such requests immediately after initial bid line publish.

Q: If I am a Reserve Lineholder, when can I request that a pre-allocated Deadhead day be moved in order to book a Deadhead, or request that a pre-allocated Deadhead day be converted to PPSK if no Deadhead travel will be booked?

A: Reserve Lineholders can submit such requests immediately after initial bid line publish.

Q: If I am a Composite Lineholder, when can I request that a pre-allocated Deadhead day be moved in order to book a Deadhead, or request that a pre-allocated Deadhead day be converted to PPSK if no Deadhead travel will be booked?

A: Composite Lineholders can submit such requests immediately after final bid line publish.

Q: How do I request to move a Deadhead day?

A: Requests to move a Deadhead must be submitted to TripTrades-Pilots@allegiantair.com. All requests for movement of Deadheads must be CBA and FAR compliant, will be processed in the order in which they are received, and will be processed within 12 hours of the submitted request.

Q: Can I request for Company to move my Deadhead day more than once in a Bid Period?

A: No, once a pilot requests a Deadhead day be moved to book travel, or the day has been converted to PPSK, no further requests for movement will be entertained unless a legality with a booked Deadhead occurs. A Pilot may choose to move his own Deadhead flight in accordance with paragraph 5 of the MOA, but must notify the Company of the change within 72 hours of the change or cancellation.

Q: To request Deadhead travel be booked, do I continue to submit a travel JIRA?

A: Yes. All requested Deadhead travel must be submitted through a JIRA request.

In Collaboration,

Bill Fishburn

A handwritten signature in black ink, appearing to read "Bill Fishburn".

Managing Director
Labor Relations
Allegiant Air

Captain Andrew Robles

A handwritten signature in black ink, appearing to read "Andrew Robles".

Chairman
Allegiant Air Pilots'
Executive Council