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3 **LETTER OF AGREEMENT**
4 **by and between**
5 **HORIZON AIR, INC.**
6 **and the**
7 **FLIGHT ATTENDANTS**
8 **in the service of**
9 **HORIZON AIR, INC.,**
10 **as represented by the**
11 **ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

12 **Pre-LOSA OBSERVATION PROGRAM (Pre-LOSA)**
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14

15 This Letter of Agreement is made and entered into in accordance with the provisions of Title II of the
16 Railway Labor Act, as amended, and pursuant to Agreements reached by and between Horizon Air,
17 Inc. ("Company") and the Flight Attendants in the service of Horizon Air, Inc., as represented by the
18 Association of Flight Attendants-CWA, AFL-CIO ("Association").
19

20 WHEREAS, the Company and the Association are mutually committed to a voluntary, cooperative,
21 remedial, and non-punitive approach to air safety data collection; and
22

23 WHEREAS, to that end, the Company and the Association desire to participate in the Pre-LOSA
24 Observation Program; and
25

26 WHEREAS, the Company and the Association share the goal of operating with the highest degree of
27 safety and agree that the Pre-LOSA (Pre-LOSA Observation) Program contributes to that goal;
28

29 NOW, THEREFORE, it is mutually agreed by and between the parties to this Letter of Agreement
30 (LOA) to initiate a Pre-LOSA (Pre-LOSA Observation) Program as follows:
31

32 **A. DEFINITIONS:**
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- 34 1. **Pre-LOSA Program:** The Pre-LOSA Program is a Pre-LOSA safety observation to identify
35 opportunities for improving safety through the collection of anonymous, confidential, non-punitive
36 data.
- 37 2. **De-Identified Data:** All collected Pre-LOSA Observation data, and/or combination of data
38 sanitized of any data, associated with individual Flight Attendants.
- 39 3. **Pre-LOSA Program Information:** All Pre-LOSA data and any product of the analysis or
40 compilation of such data.
- 41 4. **Identifying Data:** Any Pre-LOSA Observation data or combination of data that could potentially
42 allow collected data to be associated with individual Flight Attendants.
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44
45
46

47 5. Data Collection Tool: The de-identified data will be collected on a form accessed and completed
 48 online on a de-identified, personal device to be provided by management, the form will be designed
 49 and approved by the Pre-LOSA Observation Steering Committee.
 50

51 B. SCOPE OF Pre-LOSA OBSERVATION PROGRAM

52
 53 The Program will be used expressly for collecting data to improve the following areas in any manner
 54 not specifically prohibited herein or in the Parties' CBA:
 55

- 56 • Flight Attendant Performance of Safety-related Duties
- 57 • Inflight Safety Procedures
- 58 • Inflight Systems Performance
- 59 • Operational Policies
- 60 • Training Programs
- 61 • Inflight Operational Issues
- 62 • Any other area mutually agreed to by the Parties,

63
 64 paying particular attention to the 10 Operating Characteristics of LOSA:

- 65 • Peer-to-peer observations during normal operations
- 66 • Anonymous, confidential, and non-punitive data collection
- 67 • Voluntary participation
- 68 • Trusted and trained observers
- 69 • Joint management/union sponsorship
- 70 • Systematic observation instrument based on Threat and Error Management (TEM)
- 71 • Secure data collection repository
- 72 • Data verification roundtables
- 73 • Data-derived targets for enhancement
- 74 • Feedback of results to the workforce

75 C. Pre-LOSA OBSERVATION STEERING COMMITTEE

76
 77 1. A Pre-LOSA Observation Steering Committee, consisting of a representative of the Inflight
 78 division, a representative of the Safety division, and two representatives designated by the
 79 Association. Any necessary subject matter experts may be included with the concurrence of the Pre-
 80 LOSA Observation Steering Committee.
 81

82 2. The design, implementation, and operation of the Pre-LOSA Observation Program will be
 83 determined by the Pre-LOSA Observation Steering Committee. Any variation from the agreed upon
 84 Pre-LOSA Observation program will require the mutual agreement of the parties prior to
 85 implementation.
 86

87 3. All information derived from the Pre-LOSA Observation Program will be shared among all
 88 members of the Pre-LOSA Observation Steering Committee.
 89

90 4. Any Program documentation or material that requires approval of the Steering Committee to
 91 change, update, or revise will be clearly labeled as such.
 92

5. Any claimed non-compliance of the requirements of the terms of the Pre-LOSA Observation Program will be promptly reviewed and investigated by the Pre-LOSA Observation Steering Committee.

6. If a non-compliance event is reported, the Pre-LOSA Observation Steering Committee by unanimous agreement may suspend the Pre-LOSA Observation Program until the infraction is resolved to the satisfaction of the entire committee.

7. Association representatives of the Pre-LOSA Observation Steering Committee will be compensated in accordance with CBA Article 3.C.2.c.(4): Compensation of the collective-bargaining agreement. If such activities require an overnight stay, they will receive local transportation and hotel accommodations. They will be provided meal reimbursement by the Company in the same amount provided to inflight management employees (\$10 for breakfast, \$15 for lunch, \$25 for dinner, receipts required).

D. Pre-LOSA OBSERVATION COORDINATOR

1. A Pre-LOSA Observation Coordinator will be appointed by the Association and will be responsible for day-to-day administration of Pre-LOSA Observation Program and oversight of the Pre-LOSA Observers. The Pre-LOSA Observation Coordinator will work with the Pre-LOSA Observation Steering Committee and other relevant stakeholders to establish the necessary procedures to ensure compliance with the provisions of the Pre-LOSA Observation program.

2. Pre-LOSA OBSERVATION Coordinator Compensation will be in accordance with CBA Article 3.C.2.c.(4): Compensation of the collective-bargaining agreement. If such activities require an overnight stay, they will receive local transportation and hotel accommodations. They will be provided meal reimbursement by the Company in the same amount provided to inflight management employees (\$10 for breakfast, \$15 for lunch, \$25 for dinner, receipts required). The first month of observations in the Pre-LOSA Observation Program will be a fulltime bid, each bid thereafter will be a minimum of 18 credit hours. Any work needed above 18 credit hours or prior to the first month of observations in Pre-LOSA will be jointly approved by the Vice President, Inflight and the MECP.

E. Pre-LOSA OBSERVATION OBSERVERS

1. Members of the Association's Air Safety, Health, & Security Committee (ASHSC) may apply to serve as Pre-LOSA Observation Observers under the Program. If the Company receives insufficient interest to form an adequate pool of applicants selected by the Company from the Association's ASHSC, the Director of Inflight Safety and Compliance (or designee) and the AFA MEC President (or designee) shall mutually agree on other Flight Attendants eligible to apply to serve as Pre-LOSA Observers. Observers must have at least three (3) years of Horizon Air Flight Attendant seniority.

2. The Steering Committee will select Flight Attendants to serve as Pre-LOSA Observation Observers from the authorized applicant pool using a screening process designed with input from the Pre-LOSA Observation Steering Committee. Observers must not be in any step of discipline.

3. Pre-LOSA Observation Observers will be required to complete a confidentiality form approved by the Company and the Association.

- 141 4. Pre-LOSA Observation Observers will not be awarded reduced-credit lines during bid periods in
142 which Observer duties will be performed.
143
- 144 5. The Company will keep a current list of the names of Pre-LOSA Observation Observers and post
145 the list in a manner that is accessible to all Flight Attendants.
146
- 147 6. The Company or the Association may request that any member of the observer pool be removed
148 from the pool at any time. All requests for removal will be referred to the Steering Committee. If the
149 Steering Committee unanimously determines that the request demonstrates cause, the request will be
150 honored. Removal from the pool will not be considered disciplinary in nature.
151
- 152 7. A Pre-LOSA Observer will receive the credit value of the flying inclusive of Minimum Pay Rules
153 (MPRs) plus one (1.0) credit hour per day and training pay (the greater of \$16 per block hour or \$60
154 per day) for the preparation and administrative work for each Peer-to-Peer observation duty period.
155
- 156 8. If a Pre-LOSA Observer is required to attend meetings or training in conjunction with their
157 participation in the Pre-LOSA Observation Program, they will be compensated in accordance with
158 CBA Article 3.C.2.c.(4): Compensation. If the meeting or training requires an overnight stay, they
159 will receive local transportation and hotel accommodations.
160
- 161 9. If the Pre-LOSA Observer goes to the airport and is unable to conduct the Pre-LOSA Observation
162 flight, they must make a reasonable attempt to select an alternate flight that fulfills the Pre-LOSA
163 Observation requirements (be of similar value to the Pre-LOSA Observation program and/or have
164 similar attributes to the original flight). They will be pay protected for the original credit value of the
165 flying in addition to the one (1.0) credit hour per day for the preparation and administrative work. In
166 no event will they receive less than four (4) credit hours minimum in addition to one (1.0) credit hour
167 per day for preparation and administration.
168
- 169 10. The Pre-LOSA Observer will receive per diem in accordance with CBA Article 4.E.: Per Diem.
170
- 171 11. If the observation flight/trip is scheduled or rescheduled into an overnight, the Pre-LOSA
172 Observer will receive local transportation and hotel accommodations. If the RON is unscheduled,
173 they will receive any additional compensation that would be due a Flight Attendant under these
174 circumstances.
175
- 176 12. Pre-LOSA OBSERVATION Observer duty and rest limitations will be consistent with the CBA.
177
- 178 13. The Pre-LOSA Observer performing the Pre-LOSA Observation will not be considered part of the
179 FAA-required minimum crew.
180
- 181 14. A Pre-LOSA Observer may be converted to a member of the FAA-required minimum crew on a
182 flight they are scheduled to perform a Pre-LOSA observation to prevent a cancellation at a station
183 that is not a domicile or co-terminal. The Pre-LOSA Observer will not be converted if there is more
184 than one Flight Attendant available for required (i.e., non-voluntary) conversion regardless of their
185 respective Occupational Seniority (e.g., a deadheading Flight Attendant will be converted prior to a
186 Pre-LOSA Observer irrespective of Occupational Seniority). If converted, the Pre-LOSA Observer
187 will complete the flight(s) until they reach a domicile or co-terminal, where they will be replaced.
188 They shall be paid two times (2.0x) the trip value for all such flights. If a Pre-LOSA Observer is

converted to a member of the FAA-required minimum crew on a flight, no Pre-LOSA Observation will be carried out.

15. The Pre-LOSA Observer will not be required to perform any other operational recovery flying.

16. The Pre-LOSA Observer must carry all required items for duty as outlined in the FAM but will not wear a uniform or the company-issued Flight Attendant nametag during Pre-LOSA observations. Observers will wear casual business attire.

17. The Pre-LOSA Observer will be booked non-bumpable positive space (currently Q3).

18. The Company may not require a Pre-LOSA Observer to adjust their schedule to perform Pre-LOSA Observation duties. Any such schedule adjustments will be at the discretion of the Flight Attendant and will be without pay protection.

F. Pre-LOSA OBSERVATION TRAINING PROGRAM

1. The Pre-LOSA Observation Training Program for training Pre-LOSA Observers must be approved by the Pre-LOSA Observation Steering Committee.

2. At a minimum, the Pre-LOSA Observer Training Program will fully train Pre-LOSA Observers on Pre-LOSA Observation ethics, Threat and Error Management concepts, observational coding, etiquette and rationale, and use of any forms and recording tools to include the protection of Identifying Data (flight number/date, crew names, observer names, etc.).

G. Pre-LOSA OBSERVATIONS

1. Prior to the start of passenger boarding, the Pre-LOSA Observer must inform each Flight Attendant being observed. Working Flight Attendants may decline being the subject of a Pre-LOSA Observation up to fifteen minutes (:15) prior to posted departure time without question. If any working Flight Attendant chooses not to be observed, the Pre-LOSA Observation will not take place on the flight and the Pre-LOSA Observer will look for a similar flight to observe, departing within a reasonable timeframe.

2. The Pre-LOSA Observer will not conduct training, provide instruction, or give direction to working Flight Attendants in conjunction with their observation duties. The Pre-LOSA Observer will not provide feedback to the working Flight Attendants regarding their observations except in the event of an immediate critical safety hazard. If such an event takes place, the involved working Flight Attendant(s) is (are) encouraged to file an ASAP report and follow the ASAP process. These observations will not be submitted into the database unless the co-chairs agree that the observations will not jeopardize the identity of the Flight Attendant or the long-term existence of Pre-LOSA, LOSA and/or SPOT LOSA in the Inflight Department. An Observer shall not be identified or questioned as the result of an ASAP report filed by any crew members on an observed flight. Furthermore, Observers shall not be required to submit ASAP reports concerning observed flights; any Observer submittal of an ASAP report remains completely voluntary.

235 3. Pre-LOSA Observers are prohibited from recording names, flight numbers, dates, aircraft tail
 236 numbers, city pairs, or any other information related to Pre-LOSA observations that can identify a
 237 crew or individual.

239 H. INFORMATION SHARING AND DATA SECURITY

241 1. The Pre-LOSA Observation Program will ensure the confidentiality and anonymity of Flight
 242 Attendants. No person is authorized or will be compelled to identify any Flight Attendant associated
 243 with data except where required by law, court order, or regulation.

245 2. In the event of termination of the Program or cancellation of this LOA, except where otherwise
 246 required by law, court order, or regulation, all Identifying Data will be destroyed.

248 3. Only De-Identified Data necessary to fulfill the requirements of the Program will be maintained.
 249 AFA and management will have access to all de-identified data. Data will only be maintained for the
 250 express purpose of analysis within the scope of this LOA.

252 4. De-Identified data shall be forwarded to the safety analytics team for analysis, review and creation of
 253 safety metrics, tableaus, and included in safety meetings and discussions, e.g., DAG, SRB, etc. De-identified
 254 data shall not be provided directly to the FAA, but summaries may be shared. Any significant findings will
 255 also be shared with the Flight Attendant group.

257 5. With respect to data reporting and analysis, the Association and the Company agree to use
 258 standards developed by the Pre-LOSA Observation Steering Committee. If mutual agreement cannot
 259 be attained, the matter will be referred to the Vice President, Inflight and the MECP for resolution.

261 I. Pre-LOSA OBSERVATION AND DISCIPLINE

263 1. Pre-LOSA Observation program data and/or the observer will not be used, in whole or in part, for
 264 any punitive, derogatory, or disciplinary action against Flight Attendants, individually or collectively;
 265 and,

267 a. Pre-LOSA Observation program data:

- 268 i. Is inadmissible in any grievance proceeding; and
- 269 ii. Must not be used to initiate, continue, or support any investigation into alleged Flight
 270 Attendant misconduct.

272 b. The Observer shall not be used in any manner to initiate, substantiate, or corroborate any
 273 investigation into alleged Flight Attendant misconduct, or to justify or require a Flight
 274 Attendant's submission to any instruction or training.

276 2. Any violation of H.1 above by the Company or an Agent of the Company will result in the
 277 automatic and irrevocable dismissal of proposed action against a Flight Attendant for those actions
 278 under control of the Company.

280 3. Notwithstanding the provisions of H.1 above, and in compliance with I.1 above, the Company
 281 retains the right to investigate concerns brought forward through other means not otherwise protected
 282 by an applicable agreement and to take corrective and/or disciplinary action unless otherwise

283 protected by an applicable agreement (e.g., not sole source and not protected by ASAP). Any such
284 inquiry or investigation will be conducted pursuant to the applicable provisions of the CBA and other
285 standalone Agreements.
286

287 4. Pre-LOSA Observers may not be disciplined for actions or inactions related to the performance of
288 duties as a Pre-LOSA Observer unless such actions or inactions directly result in a criminal act or an
289 incident involving serious injury.
290

291 J. NO COMPETE CLAUSE
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293 No other Flight Attendant line observation program(s) for the purpose of gathering Safety
294 Management System (SMS) data will be implemented while this Program is in effect. Additionally,
295 Flight Attendant line checks (i.e., check rides), Initial Operating Experiences (IOEs) and other
296 training flights (including Flight Attendant trainee flights) will not be used for Pre-LOSA
297 Observations.
298

299 K. TERMS OF AGREEMENT
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301 This Program is effective as of August 21st, 2023, and remains in effect unless either party cancels
302 this LOA with no less than thirty (30) days advance written notice. If such notice is given, this LOA
303 will then become null and void and the Program will cease at the conclusion of the notice period. All
304 other provisions of the collective bargaining agreement remain in full force and effect.
305


306 IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 3rd day of July
307 2023.
308

309 FOR:
310 ASSOCIATION OF FLIGHT ATTENDANTS-
311 CWA, AFL-CIO
312
313
314

FOR:
HORIZON AIR, INC.

315 _____
316 Sara Nelson
317 International President
318


319 _____
320 Shelly Parker
321 Vice President, Inflight
322


323 _____
324 Lisa Davis-Warren
325 Master Executive Council President
326
327

328 _____
329 Chéri Ruger
330 Managing Director, Labor Relations

331 _____
332 Kimberley Chaput
333 Senior Staff Attorney
334