



**LETTER OF AGREEMENT
by and between
HORIZON AIR
and the
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

AVIATION SAFETY ACTION PROGRAM (ASAP) ADDITIONAL PROVISIONS

This Letter of Agreement ("LOA") is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, and pursuant to Agreements reached by and between Horizon Air ("QXEA" or "Company") and the Association of Flight Attendants-CWA, AFL-CIO ("AFA" or "Association").

WHEREAS, the Company and the Association are mutually committed to a voluntary, cooperative, remedial and non-punitive approach to air safety, and

WHEREAS, to that end, the Company and the Association desire to participate in the Federal Aviation Administration's Aviation Safety Action Program ("ASAP"),

WHEREAS, the Company and the Association share the goal of operating with the highest degree of safety and agree that the ASAP contributes to that goal, and

NOW, THEREFORE, it is mutually agreed by and between the parties to this Letter of Agreement that:

- A. The Company and the Association will participate in the ASAP program as specified in the ASAP Memorandum of Understanding ("MOU"), attached hereto, after this LOA is signed by all parties.
- 1) The Association shall appoint its members and any alternate members to the ASAP Event Review Committee ("ERC") and shall have sole discretion to make any changes to its ERC members.
 - 2) If any conflict or inconsistency arises between this LOA and the Company's ASAP related policies, procedures, other materials, or actions, the language of this LOA supersedes such provisions or actions external to the LOA. In the case of a conflict between the MOU and this LOA, the language of the MOU will supersede this LOA.
 - 3) Any proposed changes to the Company's ASAP related policies, procedures, or other materials that may affect the Association, or its members shall be presented to the Association. The Company will provide the Association with an opportunity to provide input before making any such changes to the Company's ASAP related policies, procedures, or other materials that may affect the Association or its members.



- B. The Company will compensate the AFA ASAP representative for time spent in participation in ASAP activities as outlined below:
- 1) The Company will approve up to two (2) days per month as company paid union business (UU) for one AFA ASAP representative to prepare for the monthly ERC meeting and to attend said meeting.
 - 2) The above mentioned approved UU days will be submitted as preplanned absences. Each day will have a credit value as outlined in the collective bargaining agreement, currently 4.5 credits.
 - 3) In addition, any training that the Company requests the AFA ASAP representative to attend and/or any additional "company meetings" that the AFA ASAP representative attends at the Company's request, shall be paid at the UU credit value.
 - 4) If a "Company meeting" is cancelled by the Company with seven (7) or fewer business days' notice, the AFA ASAP representative will be pay protected for the meeting. If notice of cancellation is given more than seven (7) business days prior or if cancellation is by mutual agreement of the parties, there will be no pay protection.
- C. The Company will cover the costs of transportation and any necessary hotel accommodations associated with any Company requested attendance at ASAP activities (excluding monthly ERC meetings) for the AFA ASAP representative.
- D. It is further understood by the parties that the Company or the Association may terminate the program at any time for any reason. Parties agree to give as much notice as practicable in the event that either party terminates their participation in the program.

Voluntary participation in the ASAP program also guarantees participation in the NASA Aviation Safety Reporting System ("ASRS"), as described in Federal Aviation Administration ("FAA") Advisory Circular 00-46, as amended. Upon receipt of an ASAP report from a Flight Attendant the ASAP Manager will immediately forward a copy of the report to NASA for inclusion in ASRS. When circumstances permit, the ASAP Manager assumes the responsibility of fulfilling the ten-day ASRS reporting requirement on all reports.

E. ASAP Reports

- 1) The company and the Association agree that information gathered in the course of Flight Attendant participation in ASAP will be shared with the Association of Flight Attendants and that such information will be kept confidential. To help ensure that events are reviewed and resolved in an objective manner, meeting agenda and event narratives provided to the ERC will be cleansed of identifying data.
- 2) All ERC meeting participants and other personnel involved in the investigation or corrective actions of ASAP events have signed confidentiality agreements.



- 3) If a Flight Attendants submits a report to ASAP that does not involve a safety concern or possible FAR violation that would be more appropriately handled by another specific company department, then that report shall be returned to the individual without entering it into the ASAP program. However, this action requires the unanimous consensus of the ERC. If subsequent investigation reveals evidence of a possible FAR violation and the original submission meets program acceptance criteria, the individual retains ASAP submission status.
- 4) The ERC shall have the ability to conduct an investigation of any matter reported to ASAP. Normally, all employee interviews will be conducted by the Association's ERC representative. In the rare case where the ERC requests a joint interview, the ASAP Manager and/or the Union ERC representative will make all necessary arrangements. The reporting employee shall have the option of participating in the joint interview via conference call or other means acceptable to the ERC without divulging his/her identity.
- 5) The ASAP Manager will liaise with the ERC regarding any FAA inquiries into non-sole source deviations from 14 CFR. The ASAP Manager will verify if a report has been received and will notify the FAA ERC representative promptly if a report is received after such an inquiry. When such a report is reviewed by the ERC, the flight identification (date and flight number) will be provided by the ASAP Manager, if requested, to enable the ERC to verify that the report corresponds to the independently-obtained FAA information on the event.

F. ASAP and Discipline

- 1) All employees are encouraged to report any event or observation they feel identifies a potential safety hazard. One of the key ingredients to reporting is an incentive for individuals to report these events so that appropriate risk identification and hazard correction is done. Flight Attendants participating in the ASAP program, whether reporting or non-reporting as defined in the FAA Advisory Circular 120-66C paragraph 14.4, will not be subject to disciplinary actions based on their submission of an ASAP report or participation in the ASAP process.
- 2) A flight attendant's ASAP report regarding an event will not be used to initiate, facilitate or support any Company disciplinary action, provided the event is accepted into ASAP by the ERC.
- 3) Any non-ASAP reporting flight attendant who can be identified in an ASAP report or through other information held by the Company about an event involving possible noncompliance with 14 CFR or Company policy shall be given the opportunity by the AFA representative of the ERC to file an ASAP report, within the filing timelines prescribed in the ASAP SOP, or as the ERC considers reasonable under the circumstances, including, but not limited to delay in actual notice of the opportunity to file an ASAP report.
- 4) Data and information, including conversations or interviews, gathered in the course of reviewing or investigating an ASAP report shall not be used to initiate, facilitate or support any Company disciplinary action.



- 5) For the purposes of this letter, "discipline" shall include any action beyond any corrective action directed by the ERC in accordance with the procedures contained in the ASAP MOU.
- 6) All corrective action training sessions with reporting flight attendants resulting from ASAP recommendations are conducted only on the skills related to the event reported. No proficiency, competency, or check rides will be performed as a result of an ASAP report or investigation. The content of QX ASAP reports shall not be the basis for any company disciplinary action.
- G. This LOA shall remain in effect throughout the life of the current QXEA/AFA/FAA MOU and its successors. In the event of termination of the MOU, all ASAP reports submitted pursuant to the MOU shall be fully processed by the ASAP ERC and the Company, under the terms of this LOA.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 30th day of November 2020.

FOR:
ASSOCIATION OF FLIGHT ATTENDANTS


FOR:
HORIZON AIR

Sara Nelson
International President




Lisa Davis-Warren
Master Executive Council President

Kimberley Chaput
Staff Attorney



Matt Prainito
Vice President, Station and Inflight Ops.



Rachael Mattioli
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