MEMORANDUM OF UNDERSTANDING

between

HORIZON AIR INDUSTRIES, INC.

and the

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

COVID-19 LEAVES OF ABSENCE

This Memorandum of Understanding (MOU) is made between Horizon Air Industries, Inc. ("Company") and the Flight Attendants in the service of Horizon Air Industries, Inc., as represented by the Association of Flight Attendants-CWA, AFL-CIO ("Association").

WHEREAS, the Company and the Association (collectively "the parties") recognize that the COVID-19 virus has presented various unique and unprecedented challenges for employees and employers due to illness, quarantine, isolation and school closures.

NOW THEREFORE, the parties agree to establish the following temporary leaves of absence and other mitigations related to COVID-19:

1) Educational Disruption Leave of Absence (EDLOA): Upon the closure of a Flight Attendant’s minor child’s school or childcare provider due to COVID-19 preventing the Flight Attendant from working his/her scheduled trips the following will apply:

a. A Flight Attendant will be granted an EDLOA upon providing substantiating documentation of enrollment and school closure to Matrix. (e.g. proof of school enrollment and closure, affidavit from the childcare provider of unavailability or facility closure).

b. A Flight Attendant granted an EDLOA will retain and continue to accrue seniority.

c. A Flight Attendant may use her/his accrued sick leave and/or vacation for an EDLOA. A Probationary Flight Attendant will be permitted to use accrued sick and/or vacation to receive pay during an approved EDLOA regardless of tenure.

d. Flight Attendants who have applied for an EDLOA must continue to timely notify Scheduling of his or her unavailability for work until notified by the Company or its leave administrator (Matrix) that the EDLOA has been approved.

e. Absences under an approved EDLOA will not be considered for purposes of progressive discipline.

f. Travel privileges will be suspended for the affected Flight Attendant.

However, a Flight Attendant who wishes to secure online travel privileges
due to extenuating circumstances may do so on a case-by-case basis by seeking pre-approval for such travel through Inflight management. Dependents will remain eligible.

g. Flight Attendant on EDLOA shall continue to be covered by the Horizon Air group insurance plan and may continue dependent coverage by paying the employee portion of the coverage cost, so long as timely payment is made.

h. Minor child is defined as a child under the age of 18 unless still enrolled fulltime in high school.

2) Voluntary Quarantine Leave of Absence (VQLOA): High risk individuals (as defined by the CDC, those residing in the same household as a high risk individual, or others who wish to remove themselves from the workplace due to exposure to COVID-19 but who are not diagnosed with COVID-19 or symptomatic will be granted a VQLOA as follows:

a. A Flight Attendant will be granted a VQLOA upon approval from Matrix. 

b. A Flight Attendant on a VQLOA will retain and continue to accrue seniority during such leave of absence.

c. A VQLOA will be granted for a period not in excess of thirty (30) days.

d. Travel privileges will be suspended for the affected Flight Attendant for the duration of the VQLOA. Dependents will remain eligible.

e. A VQLOA is unpaid. A Flight Attendant may not use her/his accrued sick leave and/or vacation during a VQLOA.

f. Flight Attendants who have applied for a VQLOA must continue to timely notify Scheduling of his or her unavailability for work until notified by the Company or its leave administrator (Matrix) that the VQLOA has been approved.

g. A Flight Attendant on VOLOA shall continue to be covered by the Horizon Air group insurance plan and may continue dependent coverage by paying the employee portion of the coverage cost, so long as timely payment is made.

h. Absences under an approved VQLOA will not be considered for purposes of progressive discipline.

3) COVID-19 Workplace Exposure Leave of Absence (CWELOA): For Flight Attendants who are recommended or required to go into isolation/monitoring or quarantine due to work-related exposure to COVID-19. Such recommendation or requirement for isolation/monitoring or quarantine must be from the Company, the Flight Attendant’s physician or other qualified healthcare provider, the CDC, the local Department of Health, or other applicable government agency.

a. A Flight Attendant will be granted a CWELOA upon quarantine/isolation/monitoring recommended by the Company or upon providing substantiating to Matrix. Such documentation must include proof of work-related COVID-19 exposure, diagnosis, the recommendation or requirement for quarantine/isolation/monitoring and the duration of such self-care or treatment.
b. A Flight Attendant granted a CWELOA will retain and continue to accrue seniority.

c. A Flight Attendant granted a CWELOA will be pay protected for any trips, reserve days, or any other scheduled work assignment on his/her line from the time the CWELOA is approved through the duration of the quarantine/isolation/monitoring.

d. Flight Attendants who have applied for a CWELOA must continue to timely notify Scheduling of his or her unavailability for work until notified by the Company or its leave administrator (Matrix) that the CWELOA has been approved.

e. Absences under an approved CWELOA will not be considered for purposes of progressive discipline

f. Travel privileges will be suspended for the affected Flight Attendant for the duration of the CWELOA. Dependents will remain eligible.

g. A Flight Attendant on CWELOA shall continue to be covered by the Horizon Air group insurance plan and may continue dependent coverage by paying the employee portion of the coverage cost, so long as timely payment is made.

4) Medical Leave of Absence/FMLA: Flight Attendants who have been diagnosed with COVID-19, are symptomatic, or are subject to COVID-19 quarantine or isolation/monitoring required or recommended by the Flight Attendant's physician or Qualified Medical Professional, the CDC, the local Department of Health, or other government agency may apply for a continuous medical leave pursuant to Article 14 or FMLA leave via Matrix.

5) Probationary Flight Attendants will be allowed to use vacation and/or sick leave for EDLOAs and MLOAs directly related to COVID-19 as soon as vacation and/or sick leave is accrued. Absences under the above leaves will not result in occurrences for probationary Flight Attendants.

This agreement is without precedent. The circumstances described herein cannot be used by either party in any other forum.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding this 13th day of March, 2020.

FOR:
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

HORIZON AIR INDUSTRIES, INC.

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Lisa Davis-Warren               Dee Dee Caldwell
Horizon Air MEC President       Director of Inflight Operations and Labor Relations

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