Horizon Air, Inc. ("QX") and Horizon AFA ("QX AFA") (collectively, "the parties") agree as follows:

QX AFA supported, in the manner outlined in communications between the parties on February 3, 2023, the proposed legislation attached hereto as Exhibit A, to include provisions exempting QX from the following WA laws:

- 1. Payment Interval Requirements with retroactivity
- 2. Overtime Pay with retroactivity
- 3. Meal and Rest Periods, without retroactivity but with limited liability

QX AFA acknowledges that, by entering into this agreement, QX is not waiving any arguments that it is currently in compliance with or exempt from the state laws discussed herein, or that such state laws are preempted by federal law. QX likewise acknowledges that AFA is not waiving any arguments that QX is out of compliance with these state laws, is subject to these state laws, and/or that federal law does not preempt these state laws.

QX agrees to the following:

1. Paid Sick Leave (PSL):

a. QX agrees that in the interim period between the signing of this agreement and ratification of a QX AFA CBA that includes PSL provisions, QX will not assess occurrences for any absences for which a Flight Attendant has and uses sick leave from their sick leave bank. If BOI or ANC Flight Attendants reach a disciplinary level based on past occurrences that would have been protected for OR or WA Flight Attendants, those occurrences will be removed, retroactive to when the oral agreement on occurrence protection for OR and WA Flight Attendants took effect. This interim measure will not impact the ultimate outcome of PSL negotiations.

b. QX will bargain in good faith with QX AFA to negotiate an agreement to comply with state paid sick leave laws in effect, in the states where it has Flight Attendant domiciles, beginning the week of June 12, 2023. The goal of this bargaining will be to reach agreement on provisions compliant with Washington and Oregon PSL laws for all Flight Attendants (whichever law provides greater protections on a given issue). These negotiations will occur a minimum of two days per month with the expectation that the parties resolve PSL issues by October 31, 2023. If negotiations stall, QX agrees to increase the number of days for bargaining to a minimum of six days per month in both September and October 2023.

 i. QX will cover all Flight Pay Loss and expenses for three (3) Flight Attendant negotiators selected by QX AFA, and expenses for one (1) QX AFA staff member and two LECPs (when needed for approval) related to these negotiations.

- ii. If agreement is reached on provisions compliant with Washington and Oregon PSL laws, these provisions will be treated in the upcoming Section 6 bargaining as already tentatively agreed upon. These provisions may only be re-negotiated in the upcoming\_Section 6 bargaining if both parties mutually agree to do so.- Any additional changes to these provisions will remain in compliance with Washington and Oregon PSL laws.
- iii. If agreement is reached with respect to provisions that are not required or go beyond those required by Washington and Oregon PSL laws, these provisions may be re-opened in the upcoming Section 6 bargaining by either party.
- 2. Meal and Rest Breaks (MRB):

a. QX agrees to allow Flight Attendants tins and oven use pending a Safety Risk Assessment. The SRA will be conducted on an expedited basis.

b. QX will bargain in good faith with QX AFA on the topic of MRB beginning the week of June 512, 2023. These negotiations will occur in tandem with PSL negotiations during a minimum of two days per month with the expectation that the parties resolve MRB issues by October 31, 2023. If negotiations stall, QX agrees to increase the number of days for bargaining to a minimum of six days per month in both September and October 2023.

- i. QX will cover all Flight Pay Loss and expenses for three (3) Flight Attendant negotiators selected by QX AFA, and expenses for one (1) QX AFA staff member and two LECPs (when needed for approval) related to these negotiations.
- ii. If agreement is reached on provisions compliant with the legislative exemption to Washington meal and rest break laws, these provisions will be treated in Section 6 bargaining as already tentatively agreed upon. These provisions may only be re-negotiated in the upcoming Section 6 bargaining if both parties mutually agree to do so. Any additional changes will remain in compliance with the legislative exemption to Washington meal and rest break laws.

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iii. If agreement is reached with respect to provisions that go beyond those required to meet the legislative exemption to Washington meal and rest break laws, these provisions may be re-opened in Section 6 bargaining by either party.

**IN WITNESS WHEREOF**, the parties hereto have signed this **AGREEMENT** this 29<sup>th</sup> day of March 2023.

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

Lisa Davis-Warren Master Executive Council President

FOR HORIZON AIR, INC.

Shelly Parker Vice President, Station Operations and Inflight