LETTER OF AGREEMENT
by and between
ALASKA AIRLINES, INC.
and the
FLIGHT ATTENDANTS
in the service of
ALASKA AIRLINES, INC.,
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

AVIATION SAFETY ACTION PROGRAM (ASAP) ADDITIONAL PROVISIONS

This Letter of Agreement 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 Alaska Airlines, Inc. ("Company") and the Flight Attendants in the service of Alaska Airlines, Inc., as represented by the Association of Flight Attendants-CWA, AFL-CIO ("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, attached hereto.

B. The Company will compensate the AFA ASAP representative for time spent in participation in ASAP activities, including but not limited to attending ERC meetings, attending ASAP trainings or other ASAP events. Such compensation will be in accordance with §27.P of the collective-bargaining agreement.

C. The Company will cover the travel costs associated with any ASAP activities, including but not limited to positive space transportation and any necessary hotel accommodations and meals.
D. It is further understood by the parties that the Company or the Association may terminate the program at any time for any reason.

E. NASA ASRS Reporting

Voluntary participation in the ASAP program also guarantees participation in the NASA Aviation Safety Reporting System (ASRS), as described in 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. The ASAP Manager assumes the responsibility of fulfilling the ten-day ASRS reporting requirement on all reports that meet the ASAP 24 hour reporting deadline.

F. ASAP Reports

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 – CWA.

If a Flight Attendant 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.

If the ERC determines that the investigation performed by the Company’s Safety Department is incomplete in any respect, it will conduct further investigation of any matter before it.

The ERC will have sole discretion to determine what constitutes “extraordinary circumstances” for the purpose of accepting non-sole source reports.

G. ASAP and Discipline

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 ASAP Memorandum of Understanding (MOU), will not be subject to disciplinary actions. Additionally, accepted non-sole source reports shall also not be subject to disciplinary actions. Neither the written ASAP report nor the content of the written ASAP report will be used to initiate or support any company disciplinary action.
Each and every corrective action, coaching/skill enhancement session recommended by the ERC shall be treated as a learning tool for the flight attendant and these recommended coaching/skill enhancement sessions shall not be considered a test or check of skills relevant to a pass/fail criteria or outcome.

H. Conversations or Interviews

The Company and the Association agree that any conversations or interviews prior to acceptance of an ASAP report and any written contents or interviews conducted that are relevant to such ASAP report will not be used in disciplinary actions.

All other provisions of the collective-bargaining agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 3rd day of October 2017.

FOR:

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

/\s/______________________________
Sara Nelson
International President

ALASKA AIRLINES, INC.

/\s/______________________________
Jeff Butler
Vice President, Inflight & Call Centers

/\s/______________________________
Jeffrey Peterson
Master Executive Council President

/\s/______________________________
Elizabeth Ryan
Managing Director, Labor Relations