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**LETTER OF AGREEMENT
between
ALASKA AIRLINES, INC.
and the
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

FATIGUE RISK MANAGEMENT PLAN (FRMP)

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Alaska Airlines, Inc. (hereinafter referred to as, "the Company") and the Flight Attendants in the service of Alaska Airlines, Inc. as represented by the Association of Flight Attendants-CWA (hereinafter referred to as "the Association" or "AFA").

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

WHEREAS, to that end, the Company and the Association desire to participate jointly in a Fatigue Risk Management Plan (FRMP); submitted to the Administrator of the Federal Aviation Administration.

WHEREAS, the Company and the Association desire to clarify and incorporate into the Agreement certain policies and procedures related to FRMP.

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 FRMP, attached hereto.
- B. Fatigue Review Board (FRB):
 - 1. The FRB will be comprised of four (4) members to include:
 - a) Two Company representatives from the Safety Department and/or from the Inflight Department; and two alternates.
 - b) The Association will select two AFA representatives and two alternates.
 - 2. Compensation for Association Representatives:
 - a) The Company will compensate the Association's FRB representatives and any other AFA members for time spent in

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- 47 participation in FRMP activities, including but not limited to
 48 attending FRB meetings, FRMP trainings, business meetings, road
 49 shows or other FRMP or FRB related activities, meeting
 50 preparation, and remedial actions/coaching/skill enhancement
 51 activities. Such compensation will be in accordance with Section
 52 27.P [Company Business Flight Pay Loss (CB)] of the collective
 53 bargaining agreement.
 54
- 55 b) The Company will ensure that the Association's FRB
 56 representatives and any other AFA members are relieved from
 57 scheduling obligations as necessary to participate in FRMP
 58 activities that are not able to be conducted at another mutually
 59 agreeable time. Any such drops will be at the discretion of the
 60 Flight Attendant. The Association's FRB representatives may, at
 61 the Flight Attendant's option, submit pre-planned absences prior
 62 to bidding for months that include all known and pre-scheduled
 63 FRMP activities.
 64
- 65 c) The Company will cover the travel costs associated with any FRMP
 66 or FRB related activities, including but not limited to positive space
 67 transportation and any necessary hotel accommodations and
 68 meals.
 69
- 70 3. FRB Operations:
- 71
- 72 a) The FRB will establish a policy and procedure manual for
 73 operation and conducting business. These policies and
 74 procedures will be subject to approval by the Vice President of
 75 Inflight (or designee) and MEC President (or designee). Any
 76 subsequent changes to the policy and procedure manual must be
 77 mutually agreed upon by the Company and the Association.
 78
- 79 b) The FRB will meet as needed to process reports in a timely
 80 manner. The FRB will meet at least monthly unless mutually
 81 agreed otherwise.
 82
- 83 c) The Company or the Association may designate an alternate FRB
 84 member to serve in the absence of a primary member from their
 85 respective organization, as necessary.
 86
- 87 d) All four members of the FRB (or their designated alternate) must
 88 be present to conduct an FRB meeting. Meetings may be
 89 conducted by videoconference if mutually agreed upon.
 90
- 91 e) The FRB will mutually agree on which FRB member will be the
 92 first to reach out to a Flight Attendant who submits a fatigue
 93 report. The agreed upon process will be documented in the FRB
 94 policy and procedure manual.



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- f) If all members of the FRB are unable to achieve consensus on a specific issue, that issue will be referred to a separate escalation panel consisting of the Association's MEC President (or designee) and the Vice President of Inflight (or designee) for resolution. FRB members and alternates will not also serve on the escalation panel.
- g) If the escalation panel cannot reach mutual agreement, the issue will be resolved in accordance with Section 20 [System Board of Adjustment] or Section 32 [Attendance Policy] at the Association's option. If the issue is processed under Section 32 [Attendance Policy], the Flight Attendant may, at her/his option, utilize available sick leave for the TFP value of any scheduling obligation(s) dropped.
- h) FRB alternates will attend FRB meetings at least twice each year, either as an active FRB representative or as an observer.
- C. FRMP Reports and Information Access
- The Company and the Association agree that reports and information gathered in the course of Flight Attendant participation in FRMP will be shared with the Association in a process agreed to on a consensus basis by members of the FRB. Each member of the FRB (including alternates) will have equal access to all data and software.
- D. Flight Attendant Fatigue Declaration
1. The Flight Attendant must notify Crew Scheduling with as much notice as possible should s/he feel too fatigued to safely perform a duty assignment, or portion thereof.
 2. When a Flight Attendant notifies Crew Scheduling s/he is too fatigued to safely perform her/his duty assignment, Crew Scheduling will immediately remove the Flight Attendant from the applicable portion of her/his schedule, immediately place her/him on a ten hour (10:00) rest period, and initially code the absence both as fatigue and applicable sick leave (e.g. sick, sick on line, or short sick call). The rest period will commence at the end of the call. If the Flight Attendant is not removed from any flying on her/his scheduled sequence as result of the fatigue call, then a sick leave absence will not be recorded.
 3. At the time of the call, Crew Scheduling must advise the Flight Attendant of her/his assignment following the ten hour (10:00) rest period. Crew Scheduling will have the option of assigning the Flight Attendant to any one of the following:



- 143 a) Rejoin the Flight Attendant to the remainder her/his scheduled
 144 sequence if operationally feasible to do so.
 145
 146 b) If mid-sequence, deadhead the Flight Attendant on the first
 147 available AAG flight(s) to, at the Flight Attendant's option, her/his
 148 domicile or co-terminal, the domicile or co-terminal from which
 149 the sequence departed or her/his registered commuter city/co-
 150 terminal. The Flight Attendant will be released from any further
 151 scheduling obligation.
 152
 153 c) If prior to the first departure of the sequence, release the Flight
 154 Attendant with no further scheduling obligation.
 155
 156 d) If on Reserve, return the Flight Attendant to the LTFA list as
 157 appropriate.
 158
 159 4. Any deadhead travel performed in D.3 above, will be treated as positive
 160 space per Section 10.X.10. [Deadhead]. Pay will be pursuant to E
 161 [Fatigue Report Review] below.
 162
 163 5. The Company will use its best efforts to avoid interrupting the Flight
 164 Attendant's rest period following a fatigue call.
 165
 166 6. Within forty-eight hours (48:00) after completion of the first ten hour
 167 (10:00) rest period after the fatigue call, the Flight Attendant must
 168 submit a Fatigue Report to the Company. The FRB may elect to accept
 169 reports beyond the filing timeline due to extenuating circumstances. The
 170 FRB will have sole discretion to determine what constitutes extenuating
 171 circumstances for the purpose of accepting reports.
 172
 173 E. Fatigue Report Review
 174
 175 1. The FRB will process all reports submitted, conduct an initial review, and
 176 then categorize each fatigue report as follows based on factor(s) causing
 177 fatigue.
 178
 179 a) Operational - Fatigue in which weather, ATC, etc., is a factor(s).
 180
 181 b) Company – Fatigue in which the action or inaction of the
 182 Company was a factor(s) in causing fatigue.
 183
 184 c) Uncontrollable – An uncontrollable event is a factor in causing
 185 fatigue that could not reasonably be planned for, avoided, or
 186 prevented by the Flight Attendant reporter and occurred while off-
 187 duty (during a RON). Examples include, but are not limited to:
 188 hotel problems (e.g., noise, temperature, fire alarm), ground
 189 transportation problems, environmental problems, etc.
 190



- 191 d) Personal – An uncontrollable event is a factor in causing fatigue
 192 that could not reasonably be planned for, avoided, or prevented
 193 by the Flight Attendant reporter and occurred while not scheduled
 194 to work (i.e. free of scheduling obligation). Examples include, but
 195 are not limited to: housing problems (e.g., noise, temperature,
 196 fire alarm), transportation problems, environmental problems (e.g.
 197 barking dog), etc.
 198
- 199 e) Other – A fatigue event in which none of the preceding
 200 categories, a), b), c) or d) were a factor in the fatigue event.
 201
- 202 2. Fatigue events categorized as a, b, or c above will not cause a reduction
 203 in a Flight Attendant’s pay nor result in a debiting of her/his sick bank.
 204 Such events will not accrue attendance points under Section 32.E
 205 [Control Procedure] or affect a Flight Attendant’s ability for record
 206 improvement under Section 32.G [Record Improvement].
 207
- 208 3. Fatigue events that are categorized as Personal will be unpaid. A Flight
 209 Attendant may, at her/his discretion, choose to be paid using her/his
 210 accrued sick leave, vacation, or longevity PTO. Such events will not
 211 accrue attendance points under Section 32.E [Control Procedure] or
 212 affect a Flight Attendant’s ability for record improvement under Section
 213 32.G [Record Improvement].
 214
- 215 4. Fatigue events that are categorized as Other will be unpaid. A Flight
 216 Attendant may, at her/his discretion, choose to be paid using her/his
 217 accrued sick leave, vacation, or longevity PTO. Such events will be re-
 218 coded to Management Drop and attendance points, if applicable, will
 219 accrue under Section 32.E [Control Procedure].
 220
- 221 5. Fatigue calls received by Crew Scheduling less than two hours (2:00)
 222 prior to scheduled check-in will be considered a short sick call under
 223 Section 32.C.5 [Attendance Policy Definitions: Short Sick Call] and
 224 corresponding attendance points will be applied. If the fatigue event was
 225 determined by the FRB to be a contributing factor in the short call, the
 226 corresponding attendance points and occurrence will be removed.
 227
- 228 6. All fatigue events will initially be processed as a paid absence. Subject to
 229 the FRB’s categorization of the fatigue event, the Flight Attendant’s pay
 230 for the fatigue event will be reconciled. All reports will be processed and
 231 pay reconciled in a timely manner so as to ensure that the Flight
 232 Attendant’s paycheck for the month containing the fatigue event is
 233 accurate.
 234
- 235 7. Should a Flight Attendant fail to submit a fatigue report within forty-eight
 236 hours (48:00) after the completion of the first ten hour (10:00) rest
 237 period following a fatigue call, any flight time removed will result in the
 238 contractually applicable and corresponding amount of lost pay. These



- 239 fatigue calls will remain coded to sick leave and attendance points, if
 240 applicable, will accrue under Section 32.E [Control Procedure] which may
 241 affect a Flight Attendant's ability for record improvement under Section
 242 32.G [Record Improvement]. If a Flight Attendant submits a report after
 243 the initial filing deadline that is subsequently accepted by the FRB in
 244 accordance with paragraph D.6 above, the fatigue call will be re-coded in
 245 accordance with paragraph E.2, E.3 or E.4 as appropriate.
 246
- 247 8. After conducting an initial review, should the FRB determine that a
 248 submitted report is not fatigue related, they will contact the submitter
 249 with further instruction (i.e., report may be appropriately submitted as an
 250 ASAP or other safety related event). These events will be referred to the
 251 Managing Director of Inflight Operations (or designee) for processing.
 252 The Flight Attendant's AFA LEC President will be notified of any such
 253 reports.
 254
- 255 9. Should a Flight Attendant fail to submit a fatigue report within forty-eight
 256 hours (48:00) after the completion of the first ten hour (10:00) rest
 257 period following a fatigue call or the FRB determines that a submitted
 258 report is not fatigue related, the Company will notify the Flight Attendant
 259 that a report for the fatigue event has not been accepted. Notification
 260 will be by contact at both her/his primary telephone number and
 261 company email. The email notification will include the following:
 262
- 263 a. How to re-code sick leave if a different code is more appropriate
 264 (e.g. sick family, sick child, FMLA, etc.).
 265 b. How to submit a Quarterly Point Reduction form and the
 266 corresponding submission timeline. A Quarterly Point Reduction
 267 form must be submitted within 4 days (not including the date of
 268 notification) or by the end of her/his next sequence following
 269 notification as indicated above, whichever occurs last.
 270
- 271 F. FRMP and Discipline
- 272
- 273 1. Flight Attendants are encouraged to report any event or observation they
 274 feel identifies a potential safety hazard related to fatigue. One of the key
 275 ingredients to reporting is an incentive for individuals to report these
 276 events so that appropriate risk identification and hazard correction is
 277 done. Flight Attendants, who submit a report or are identified in a report
 278 submitted by another individual, to the FRMP program, will not be subject
 279 to disciplinary action other than applicable attendance points referenced
 280 in E [Fatigue Report Review] above. Reports submitted to the FRMP or
 281 any of its contents will not be used to initiate or support any Company
 282 disciplinary action. Based on information acquired outside of the FRMP
 283 program, the Company retains the right to investigate suspected abuse of
 284 fatigue calls and/or may issue discipline reliant upon such outside
 285 information.
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2. It is understood that any remedial action or coaching/skill enhancement sessions recommended in the pursuit of fatigue mitigation will be reached by consensus of the FRB.
 3. Each and every remedial action and/or coaching/skill enhancement session recommended by the FRB will be treated as learning tools for the Flight Attendant, and these recommended coaching/skill enhancement sessions will not be considered tests or checks of skills relevant to pass/fail criteria or outcomes.
 4. Remedial action and/or coaching/skill enhancement sessions assigned by the FRB will be considered "Other Company Required Training" under Section 30 [Training] for purposes of pay and scheduling.
 5. Remedial action and/or coaching/skill enhancement sessions will not be conducted as Computer Based Training (CBT).
 6. By default, attendance points assessed for fatigue absences will follow the same process as "Reported Illness or Sick Leave On-Line After or Without Using Quarterly Point Reduction" pursuant to Section 32.E [Control Procedure]. If the subsequent Fatigue Report is accepted by the FRB and categorized as Operational, Company, Uncontrollable, or Personal per E.1 [Fatigue Report Review] above, the corresponding sick leave code in the Crew Scheduling System, attendance points, and the occurrence will be removed.
 7. Notice of disciplinary action related to attendance points arising out of a fatigue reporting event will be deemed to be timely if taken within twelve (12) days, as defined in 19.C.2 [Grievance Procedures – General], of the date the fatigue report is categorized by the Fatigue Review Board.

318 G. Conversations or Interviews

319
320 The Company and the Association agree that any information acquired through
321 conversations or interviews that are conducted as part of the FRMP program or
322 that are conducted by the FRB related to an FRMP report will not be used in
323 disciplinary actions.
324

325 H. NASA ASRS Reporting

326
327 Participation in the FRMP program should allow for participation in the NASA
328 Aviation Safety Reporting System (ASRS), as described in FAA Advisory Circular
329 00-46, as amended. Upon receipt of an FRMP report from a Flight Attendant the
330 Vice President of Safety (or designee) will immediately forward a copy of the
331 report to NASA for inclusion in ASRS. The Vice President of Safety assumes the
332 responsibility of fulfilling the ten-day ASRS reporting requirement.
333

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



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IN WITNESS WHEREOF, the parties hereto have signed this LETTER OF AGREEMENT this 2nd day of June 2020.

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

FOR:
ALASKA AIRLINES, INC.

DocuSigned by:
Sara Nelson
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Sara Nelson
International President

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Interim Vice President, Inflight
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Kimberly Chaput
Senior Staff Attorney