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**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.

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47 D. It is further understood by the parties that the Company or the Association may
48 terminate the program at any time for any reason.

49
50 E. NASA ASRS Reporting

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52 Voluntary participation in the ASAP program also guarantees participation in the
53 NASA Aviation Safety Reporting System (ASRS), as described in FAA Advisory
54 Circular 00-46, as amended. Upon receipt of an ASAP report from a Flight
55 Attendant the ASAP Manager will immediately forward a copy of the report to
56 NASA for inclusion in ASRS. The ASAP Manager assumes the responsibility of
57 fulfilling the ten-day ASRS reporting requirement on all reports that meet the
58 ASAP 24 hour reporting deadline.

59
60 F. ASAP Reports

61
62 The Company and the Association agree that information gathered in the course
63 of Flight Attendant participation in ASAP will be shared with the Association of
64 Flight Attendants – CWA.

65
66 If a Flight Attendant submits a report to ASAP that does not involve a safety
67 concern or possible FAR violation that would be more appropriately handled by
68 another specific company department, then that report shall be returned to the
69 individual without entering it into the ASAP program. However, this action
70 requires the unanimous consensus of the ERC. If subsequent investigation
71 reveals evidence of a possible FAR violation and the original submission meets
72 program acceptance criteria, the individual retains ASAP submission status.

73
74 If the ERC determines that the investigation performed by the Company's Safety
75 Department is incomplete in any respect, it will conduct further investigation of
76 any matter before it.

77
78 The ERC will have sole discretion to determine what constitutes "extraordinary
79 circumstances" for the purpose of accepting non-sole source reports.

80
81 G. ASAP and Discipline

82
83 All employees are encouraged to report any event or observation they feel
84 identifies a potential safety hazard. One of the key ingredients to reporting is an
85 incentive for individuals to report these events so that appropriate risk
86 identification and hazard correction is done. Flight Attendants participating in
87 the ASAP program, whether reporting or non-reporting as defined in the ASAP
88 Memorandum of Understanding (MOU), will not be subject to disciplinary actions.
89 Additionally, accepted non-sole source reports shall also not be subject to
90 disciplinary actions. Neither the written ASAP report nor the content of the
91 written ASAP report will be used to initiate or support any company disciplinary
92 action.

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94 Each and every corrective action, coaching/skill enhancement session
95 recommended by the ERC shall be treated as a learning tool for the flight
96 attendant and these recommended coaching/skill enhancement sessions shall not
97 be considered a test or check of skills relevant to a pass/fail criteria or outcome.
98

99 H. Conversations or Interviews

100
101 The Company and the Association agree that any conversations or interviews
102 prior to acceptance of an ASAP report and any written contents or interviews
103 conducted that are relevant to such ASAP report will not be used in disciplinary
104 actions.
105


106 This agreement is retroactive to October 22, 2020.

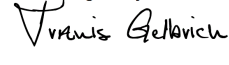
107
108 All other provisions of the collective-bargaining agreement remain in full force and effect.
109

110 IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 28th
111 day of September 2021.
112

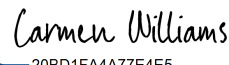
113 FOR:
114 ASSOCIATION OF FLIGHT
115 ATTENDANTS-CWA, AFL-CIO

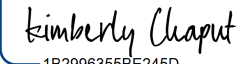
FOR:
ALASKA AIRLINES, INC.

116 DocuSigned by:
117 
118 3E527CD367324AE...
119 Sara Nelson
120 International President

DocuSigned by:

5411316D343234AD...
Travis Gelbrich
Vice President, Inflight

122 DocuSigned by:
123 
124 DBD157D5D5694AB...
125 Jeffrey Peterson
126 Master Executive Council President

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Carmen Williams
Managing Director, Labor Relations

128 DocuSigned by:
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130 1B2996355BE245D...
131 Kimberley Chaput
132 Senior Staff Attorney

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ALASKA AIRLINES AVIATION SAFETY ACTION PROGRAM (ASAP) FOR FLIGHT ATTENDANTS

MEMORANDUM OF UNDERSTANDING (MOU)

We the parties of this MOU agree to work together to review, analyze, and resolve safety events submitted to the Aviation Safety Action Program (ASAP).

This MOU is between the Federal Aviation Administration (FAA), ALASKA AIRLINES-FLIGHT ATTENDANT, and participating labor groups for employees if they wish to participate.

1. OPERATOR INFORMATION. Alaska Airlines (ASAA) holds an air carrier certificate issued under 14 C.F.R. Part 121 and conducts its operations as authorized in (ASAA)'s Operations Specifications (OpSpecs). Alaska Airlines operates approximately 237 aircraft, and employs approximately 5973 flight attendant employees related to this MOU. The flight attendant employees are represented by the Association of Flight Attendants (AFA).

2. PURPOSE OF THIS MOU. The FAA, Alaska Airlines, and any participating labor groups are committed to improving flight safety. Each party has determined that safety is enhanced if there is a systematic approach for employee groups to promptly identify and correct potential safety hazards. The primary purpose of the Alaska Airlines ASAP is to identify safety events and to implement corrective measures that reduce the opportunity for safety to be compromised. In order to facilitate flight safety analysis and corrective action, the FAA, Alaska Airlines, and the participating employee labor groups agree to implement this ASAP voluntarily. This ASAP is intended to improve organizational safety through self-reporting, cooperative follow up, and appropriate corrective action. This ASAP is based on a safety partnership that includes the FAA and the eligible entity, and may include a third party, such as the employee's labor group or safety organization serving as an ASAP facilitator. To encourage an employee to voluntarily report safety issues, enforcement-related incentives have been designed into the program.

3. BENEFITS. The program will foster a voluntary, cooperative, nonpunitive environment for the open reporting of safety concerns. Through such reporting, all parties will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop mitigation strategies and employee corrective actions if necessary to help solve safety issues and possibly eliminate deviations from Title 14 of the Code of Federal Regulations. For a report accepted under this ASAP MOU, the FAA will not use any enforcement action to address certain apparent violations of the regulations. This policy is referred to in this MOU as an "enforcement-related incentive".

4. APPLICABILITY. The Alaska Airlines ASAP applies to all flight attendant employees of Alaska Airlines and only to events that occur while acting within the scope of their employment with Alaska Airlines and their contractors (if applicable). Reports of events involving apparent noncompliance with Title 14 of the Code of Federal Regulations that appear to involve intentional or reckless conduct, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program. Reports of events that directly involve an employee but that occurred while he or she was acting outside the scope of his or her employment for the eligible entity are also excluded.

5. DECISION-MAKING. The success of an ASAP is built on the ability of the event review committee (ERC) to achieve consensus on the acceptance or exclusion of each event that is reported. Consensus of the ERC means the voluntary agreement of all representatives of the ERC. The ERC reaches a consensus when deciding whether to accept a report into the program and when deciding on corrective action recommendations related to the reporter, arising from the event (except as provided in paragraph 6, below).

6. AUTHORITY. This Agreement is entered into under the authority of 49 U.S.C. § 106(1) and (m). The FAA retains all its legal authority and responsibilities contained in Title 49 of the United States Code, as referenced in FAA Order 2150.3 and in the FAA Compliance and Enforcement Program (as amended). In the event there is not a consensus of the ERC on decisions concerning a report involving an apparent violation(s), reckless or intentional violation conduct, or a qualification or medical certification issue,

the FAA ERC representative decides whether to accept or reject the report.

7. TERMS OF THIS AGREEMENT. All ASAPs, whether new or previously established, enter as continuing programs. A review of a continuing program is required every 2 years to ensure its objectives are met. The review is accomplished by all signatories of the MOU.

8. VOLUNTARY WITHDRAWAL. Any signatory party to the MOU may withdraw from the MOU at any time and for any reason. The withdrawal of a party, or the termination or modification of a program, will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action (i.e., when a program is terminated, all reports and investigations that were in progress are to be handled under the provisions of the program until they are completed).

9. POINTS OF CONTACT. The ERC is comprised of a management representative from the eligible entity, a representative from the employee labor group (if applicable), and a specifically qualified FAA inspector from the appropriate Flight Standards office for Alaska Airlines, or his or her designated alternates as appropriate. In addition, Alaska Airlines will designate one person who will serve as the ASAP manager. The ASAP manager will be responsible for program administration, including the development and regular maintenance/updating of an ASAP manual or other process document that defines the nature, policy, and procedures of the ASAP and its participants. In some cases (while not ideal), the ASAP manager is also the company management representative to the ERC and may perform both functions. Management officials (other than the airline representative) of any party to this MOU should not be voting members of the ERC and should refrain from influencing any ERC decisions.

10. ACCEPTANCE POLICY. The following criteria are met in order for a report to be accepted under the ASAP:

(1) ASAP reports are accepted unless excluded by one of the criteria listed below:

(a) Any possible noncompliance with Title 14 of the Code of Federal Regulations disclosed in the report that involves reckless or intentional violation conduct.

(b) The reported event involves criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to the appropriate FAA office for further handling. The FAA may use the content of such reports for any FAA action and will refer such reports to law enforcement agencies, if appropriate.

(c) The report discloses an event that involves an employee acting outside the scope of his or her employment for the eligible entity.

Note: The ERC may exclude a report that reflects an instance of a repeated act of the same or similar noncompliance by the same individual due to a common root cause that was previously accepted and addressed with corrective action under the ASAP.

(2) Timeliness. In past iterations of ASAP policy, emphasis was placed on meeting strict time period requirements as a condition for acceptance of reports. While timeliness considerations are generally still a relevant factor in determining whether to accept a report, the responsibility of the ERC now is to review all information available and determine whether acceptance of the report is in the best interest of safety. Timeliness considerations, however, do not apply to sole-source reports.

11. EMPLOYEE FEEDBACK. The ASAP manager, in coordination with the ERC, publishes pertinent event recaps, data, and trend information derived from filed and processed reports, and ASAP analysis in accordance with Alaska Airlines's defined procedures. Any employee who submitted a report may also contact the ASAP manager to inquire about the status of his or her report. In addition, each employee who submits a report accepted under the ASAP receives individual feedback on the final disposition of the report.

12. INFORMATION AND TRAINING. Each Alaska Airlines participating employee and manager receives written guidance outlining the details of the program at least 2 weeks before the program begins. Each participating employee group also receives additional instruction concerning the program during the next regularly scheduled recurrent training session, and on a continuing basis in recurrent training thereafter. All new-hire employees receive training on the program during initial training.

13. RECORDKEEPING. All documents and records regarding this program are kept by the Alaska Airlines ASAP manager and made available to the other parties of this agreement at their request. The parties should maintain those records necessary for a program's administration and evaluation and as required by law. Records submitted to the FAA for review relating to an ASAP are protected to the extent allowed by law.

14. DEVELOP A POLICY AND PROCEDURES MANUAL. The ERC is encouraged to develop and maintain a manual outlining ASAP processes and procedures for reviewing and analyzing reports. Information for developing this manual can be located on the FAA Flight Standards ASAP website at <http://www.faa.gov/about/initiatives/asap> under "Lessons Learned for ERC's Policy and Procedures."

ALASKA AIRLINES-FLIGHT ATTENDANT

15. SIGNATORIES. All parties to this ASAP are entering into this agreement voluntarily.

DocuSigned by: *Carmen Williams* 10/21/2020 | 21:58 PDT
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 Carmen Williams Date
 Interim Vice President, Inflight & Managing Director, Labor Relations

DocuSigned by: *Sara Nelson* 10/22/2020 | 11:56 PDT
3F527CD367324AE...
 Sara Nelson Date
 International President
 Association of Flight Attendants-CWA (AFA)

DocuSigned by: *David May* 10/21/2020 | 14:58 PDT
289F46C3D7DB476...
 David May Date
 Manager, FAA CHDO for Alaska Airlines

 Above named operator voluntarily withdrawn from the ASAP program by

Name: _____
 Title: _____
 Signature: _____
 Effective Date: _____

