



AFA LOA 2023-06-28

**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**

INFLIGHT LINE OPERATIONS SAFETY AUDIT (LOSA) PROGRAM

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 (collectively "the parties") 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 Inflight Line Operations Safety Audit (LOSA) Program,

WHEREAS, the Company and the Association share the goal of operating with the highest degree of safety and agree that the LOSA Program contributes to that goal, and

NOW, THEREFORE, it is mutually agreed by and between the Parties to this Letter of Agreement (LOA) to initiate a LOSA Program as follows:

A. DEFINITIONS

1. LOSA Program: Line Operations Safety Audit (LOSA) Program is a peer-to-peer safety observation to identify opportunities for improving safety through the collection of confidential data and an assurance of no disciplinary action for Flight Attendants.
2. De-Identified Data: Any collected LOSA data or combination of data sanitized of any data associated with individual Flight Attendants.



3. LOSA Program Information: Any and all LOSA data and any product of the analysis or compilation of such data.
4. Identifying Data: Any LOSA data or combination of data that allows collected data to be associated with individual Flight Attendants.
5. LOSA Collaborative: A service provider appointed by the Company to provide the following LOSA related services: project management, induction workshop, manage LOSA data collection tool, provide LOSA data management portal, LOSA Observer Training, data verification, LOSA data analysis, management debriefing, handling LOSA raw data and de-identify LOSA raw data.
6. In-House LOSA: A designated set of LOSA observations where all LOSA Program administrative functions are performed and managed by the Company and the Association without involvement of a third-party service provider.

B. SCOPE OF LOSA PROGRAM

The Program will be used expressly for evaluating and improving the following areas in any manner not specifically prohibited herein or in the Parties' CBA:

- Flight Attendant Performance of Safety-related Duties
- Inflight Safety Procedures
- Inflight Systems Performance
- Program Performance
- Operational Policies
- Training Programs
- Aircraft Design
- Inflight Operational Issues
- Any other area mutually agreed to by the Parties

C. LOSA STEERING COMMITTEE

1. A LOSA Steering Committee, consisting of a representative of the Inflight division, a representative of the Safety division, and two representatives designated by the Association. Any necessary subject matter experts may be included with the concurrence of the LOSA Steering Committee.



2. The design, implementation, and operation of the LOSA program will be determined by the LOSA Steering Committee. Any variation from the agreed upon LOSA program will require the mutual agreement of the parties prior to implementation.
3. All information derived from the LOSA Program will be shared among all members of the LOSA Steering Committee.
4. Any program documentation or material that requires approval of the LOSA Steering Committee to change, update, or revise will be clearly labeled as such.
5. Any claimed infraction of the requirements of the terms of the LOSA Program will be promptly reviewed and investigated by the LOSA Steering Committee.
6. If an infraction is found, the LOSA Steering Committee by unanimous agreement may suspend the LOSA Program until the infraction is resolved to the satisfaction of the entire committee.
7. Association representatives of the LOSA Steering Committee will be compensated in accordance with §27.P [General – Association: Company Business (CB)...] of the collective-bargaining agreement. If such activities require an overnight stay, they will receive local transportation and hotel accommodations pursuant to §34 [Hotels] of the collective-bargaining agreement. They will be provided meal reimbursement by the Company in the same amount provided to inflight management employees.

D. LOSA COORDINATOR

1. A LOSA Coordinator will be appointed by the Association and will be responsible for day-to-day administration of the LOSA Program and oversight of the LOSA Observers. The LOSA Coordinator will work with the LOSA Steering Committee and other relevant stakeholders to establish the necessary procedures to ensure compliance with the provisions of the LOSA Program.
2. The following provisions will apply specifically to In-House LOSA programs:
 - a. The LOSA Coordinator will handle all LOSA raw data and remove any Identifying Data upon receipt. No agent of either



party will be allowed access to any Program Identifying Data other than the LOSA Coordinator.

- b. De-Identified Data will be forwarded to the LOSA Steering Committee for analysis within a timeframe mutually agreed upon by the LOSA Steering Committee.

3. LOSA Coordinator Compensation will be in accordance with §27.P [General – Association: Company Business (CB)...] of the collective-bargaining agreement. If such activities require an overnight stay, they will receive local transportation and hotel accommodations pursuant to §34 [Hotels] of the collective-bargaining agreement. They will be provided meal reimbursement by the Company in the same amount provided to inflight management employees.

E. LOSA OBSERVERS

1. Members of the Association's Air Safety, Health, & Security Committee (ASHSC) will perform all data collection and LOSA observations under the Program. If the Company receives insufficient interest to form an adequate pool from the Association's ASHSC, the Manager of Inflight Safety and Compliance (or designee) and the AFA MEC President (or designee) may mutually agree on other Flight Attendants, including Flight Attendants who are members of the special projects pool, to participate in the observer pool. LOSA Observers must have at least five (5) years of Alaska Airlines Flight Attendant seniority.
2. The LOSA Steering Committee's Safety and Inflight representatives will select Flight Attendants to serve as LOSA Observers from the authorized applicant pool using a screening process agreed upon by the LOSA Steering Committee and designed with input from the LOSA Collaborative (as applicable).
3. LOSA Observers will be required to complete a confidentiality form approved by the Company and the Association.
4. The Company will keep a current list of the names of LOSA Observers and post the list in a manner that is accessible to all Flight Attendants.
5. The Company, Association, or LOSA Collaborative (as applicable) may request that any member of the observer pool be removed from the pool at any time. All requests for removal will be referred



- 175 to the LOSA Steering Committee. If the LOSA Steering Committee
176 unanimously determines that the request demonstrates cause, the
177 request will be honored. Removal from the pool will not be
178 considered disciplinary in nature.
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- 180 6. A LOSA Observer will receive the TFP value of the flying inclusive of
181 Minimum Pay Rules (MPRs) plus five (5.0) TFP for the preparation
182 and administrative work for each LOSA observation duty period.
183
- 184 7. If a LOSA Observer is required to attend meetings or training in
185 conjunction with their participation in the LOSA Program, they will
186 be compensated in accordance with Section 27.P [General –
187 Association: Company Business (CB)...]. If the meeting or training
188 requires an overnight stay, they will receive local transportation
189 and hotel accommodations pursuant to Section 34 [Hotels].
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- 191 8. If the LOSA Observer goes to the airport and is unable to conduct
192 the LOSA observation flight, they must make a reasonable attempt
193 to select an alternate flight that fulfills the LOSA observation
194 requirements (be of similar value to the LOSA program and/or have
195 similar attributes to the original flight). They will be pay protected
196 for the original TFP value of the flying in addition to the five (5.0)
197 TFP for the preparation and administrative work. In no event will
198 they receive less than a five (5.0) TFP minimum in addition to five
199 (5.0) TFP for preparation and administration.
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- 201 9. The LOSA Observer will receive "A" pay and the override provided
202 for in Sections 27.P [General – Association: Company Business
203 (CB)...]. They will also receive per diem in accordance with Section
204 22.A [Expenses – Per Diem].
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- 206 10. If the observation flight/trip is scheduled or rescheduled into an
207 overnight, the LOSA Observer will receive local transportation and
208 hotel accommodations pursuant to Section 34 [Hotels]. If the RON
209 is unscheduled, they will receive any additional compensation that
210 would be due a Flight Attendant under these circumstances.
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- 212 11. LOSA Observer duty and rest limitations will be consistent with the
213 CBA.
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- 215 12. LOSA Observers will not be required to work on a LOSA observation
216 narrative during a RON but may choose to do so.
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13. The LOSA Observer performing the LOSA observation will not be considered part of the FAA-required minimum crew. LOSA Observers will not pre-board a flight on which they are scheduled to perform a LOSA observation.
14. A LOSA Observer may be converted to a member of the FAA-required minimum crew on a flight that they are scheduled to perform a LOSA observation in order to prevent a cancellation at a station that is not a domicile or co-terminal. The LOSA Observer will not be converted if there is more than one Flight Attendant available for required (i.e., non-voluntary) conversion regardless of their respective Occupational Seniority (e.g., a deadheading Flight Attendant will be converted prior to a LOSA Observer irrespective of Occupational Seniority). If converted, the LOSA Observer will complete the flight(s) until they reach a domicile or co-terminal where they will be replaced. They will be paid two times (2x) the trip value for all such flights in addition to five (5.0) TFP for preparation and administrative work that would have been required for the LOSA observation duty period. If LOSA Observer converted to be a member of the FAA-required minimum crew on a flight, no LOSA observation will be carried out.
15. The LOSA Observer must carry all required items for duty as outlined in the FAM but will not wear a uniform or the company-issued Flight Attendant wings and/or nametag during LOSA observations.
16. The LOSA Observer will be booked non-bumpable positive space (currently B3).
17. The Company may not require a LOSA Observer to adjust their schedule in order to perform LOSA observation duties. Any such schedule adjustments will be at the discretion of the Flight Attendant and will be without pay protection.
18. LOSA observations and associated duties are considered Company Business responsibilities; accordingly, LOSA Observer attendance will not be recorded or tracked using the provisions of Section 32 [Attendance Policy].

F. LOSA TRAINING PROGRAM

1. The LOSA Training Program for training LOSA Observers must be approved by the LOSA Steering Committee.

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2. At a minimum, LOSA Observer Training Program will fully train LOSA Observers on LOSA ethics, Threat and Error Management concepts, observational coding and narrative write-up for contextual support, etiquette and rationale, and use of any forms and recording tools to include the protection of Identifying Data (flight number/date, crew names, observer names, etc.).

G. LOSA OBSERVATIONS

1. Prior to the start of passenger boarding, the LOSA Observer must inform each Flight Attendant being observed. Working Flight Attendants may decline being the subject of LOSA observation up to thirty minutes (:30) prior to posted departure time without question. If any working Flight Attendant chooses not to be observed, the LOSA Observation will not take place on the flight and the LOSA Observer will look for a similar flight to observe, departing within a reasonable timeframe.
2. The LOSA Observer will not conduct training, provide instruction, or give direction to working Flight Attendants in conjunction with their observation duties. The LOSA Observer will not provide feedback to working Flight Attendants regarding their observations except in the event of an immediate critical safety hazard. If such an event takes place, the involved working Flight Attendant(s) is (are) encouraged to file an ASAP report and follow the ASAP process.
3. LOSA Observers are prohibited from recording names, flight numbers, dates, aircraft tail numbers, city pairs, or any other information related to LOSA observations that can identify a crew or individual.

H. INFORMATION SHARING AND DATA SECURITY

1. The LOSA Program will ensure the confidentiality and anonymity of Flight Attendants. No person is authorized or will be compelled to identify any Flight Attendant associated with data except where required by law, court order, or regulation.
2. In the event of termination of the Program or cancellation of this LOA, except where otherwise required by law, court order, or regulation, all Identifying Data will be destroyed.
3. Only De-Identified Data necessary to fulfill the requirements of the Program will be maintained. Either party to this LOA may submit



requests for De-Identified Data to the LOSA Collaborative or LOSA Steering Committee, as applicable. Data will only be maintained for the express purpose of analysis within the scope of this LOA. The LOSA Collaborative and LOSA Steering Committee must maintain copies of all data requests, including dispositions.

4. With respect to data reporting and analysis, the Association and the Company agree to use the LOSA Collaborative's standards (for Third-Party LOSA) or Industry standard definitions, values, and tolerances with respect to Errors (for In-House LOSA). If mutual agreement cannot be attained, the matter will be referred to the LOSA Steering Committee for resolution.
5. The Association or the Company, as applicable, will be promptly notified of any third-party requests for disclosure of Program Information. Appropriate FAA offices may be afforded access to Program Information with De-Identified Data only, provided the LOSA Steering Committee gives unanimous prior approval.

I. LOSA AND DISCIPLINE

1. LOSA observation data will not be used, in whole or in part, for any punitive, derogatory, or disciplinary action against Flight Attendants, individually or collectively; and,
 - a. Is inadmissible in any grievance proceeding; and
 - b. Must not be used to initiate, continue, or support any investigation into alleged Flight Attendant misconduct.
2. Any violation of H.1 above by the Company or an Agent of the Company will result in the automatic and irrevocable dismissal of proposed action against a Flight Attendant for those actions under control of the Company.
3. Notwithstanding the provisions of H.1 above, the Company retains the right to investigate concerns brought forward through other means not otherwise protected by an applicable agreement and to take corrective and/or disciplinary action unless otherwise protected by an applicable agreement (e.g., not sole source and not protected by ASAP). Any such inquiry or investigation will be conducted pursuant to the applicable provisions of the CBA and other standalone Agreements.

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4. LOSA Observers may not be disciplined for actions or inactions related to the performance of duties as a LOSA Observer unless such actions or inactions directly result in a criminal act or an incident involving serious injury.

J. NO COMPETE CLAUSE

No other Flight Attendant line observation program(s) for the purpose of gathering Safety Management System (SMS) data will be implemented while this Program is in effect except by mutual agreement of the parties. Any such agreement will be in writing. Additionally, Flight Attendant line checks (i.e., check rides), Initial Operating Experience (IOEs) and other training flights (including Flight Attendant trainee flights) will not be used for LOSA observations.

K. TERMS OF AGREEMENT

This Program is effective as of June 28, 2023 and remains in effect unless either party cancels this LOA with no less than thirty (30) days advance written notice. If such notice is given, this LOA will then become null and void and the Process will cease at the conclusion of the notice period.

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

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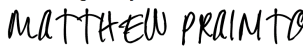
IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement
this 28th day of June 2023.

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


FOR:
ALASKA AIRLINES, INC.

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Sara Nelson
International President

DocuSigned by:

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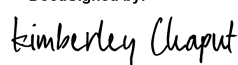
Matt Prainito
Vice President, Inflight

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Jeffrey Peterson
Master Executive Council President

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Carmen Williams
Managing Director, Labor Relations

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Kimberley Chaput
Senior Staff Attorney