



## 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), ALLEGIANT AIR-FLIGHT ATTENDANT, and participating labor groups for employees if they wish to participate.

1. OPERATOR INFORMATION. Allegiant Air (WX0A) holds an air carrier certificate issued under 14 C.F.R. Part 121 and conducts its operations as authorized in (WX0A)'s Operations Specifications (OpSpecs). Allegiant Air operates approximately 111 aircraft, and employs approximately 1,648 flight attendant employees related to this MOU. The flight attendant employees are represented by the Transport Workers Union.

2. PURPOSE OF THIS MOU. The FAA, Allegiant Air, 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 Allegiant Air 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, Allegiant Air, 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 Allegiant Air ASAP applies to all flight attendant employees of Allegiant Air and only to events that occur while acting within the scope of their employment with Allegiant Air 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 Allegiant Air, or his or her designated alternates as appropriate. In addition, Allegiant Air 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 Allegiant Air'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 Allegiant Air 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 Allegiant Air 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."

ALLEGIANT AIR-FLIGHT ATTENDANT

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

*Tracy Tulle* *6.6.22*

Tracy Tulle  
Senior Vice President, Flight Crew Operations  
Allegiant Air

*Christa Gifford* *6/14/2022*

Christa Gifford  
President, TWU 577  
Transport Workers Union

*Jack West* *7/13/2022*

Jack West  
Manager, FAA Pacific CMO  
Federal Aviation Administration

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Above named operator voluntarily withdrawn from the ASAP program by

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Effective Date: \_\_\_\_\_