

The following document contains one example of a Memorandum of Understanding (MOA) between management and labor. Agreements between management and labor vary widely. As legal advice must be tailored to the specific circumstances of each case, and laws are constantly changing, nothing provided herein should be used as a substitute for the advice of legal counsel. As such, this document does not constitute legal advice and does not represent the official policy of the Federal Aviation Administration (FAA) or the United States Department of Transportation. It is provided for informational purposes only.

MEMORANDUM OF AGREEMENT BETWEEN
<all parties to the agreement>
REGARDING THE LINE OPERATION SAFETY ASSESSMENT (LOSA) PROGRAM

This Memorandum of Agreement (MOA) is made and entered into by and between <all parties to the agreement>, concerning the implementation of a LOSA Program. Hereinafter the <all parties to the agreement> are referred to as the Parties.

The Parties recognize that the LOSA Program, hereinafter referred to as the Program, is voluntary and the purpose of the design, implementation, and operation of the Program is to enhance <maintenance or ramp> operations safety through analysis of LOSA observation information.

Therefore, the Parties mutually agree it is appropriate to initiate a LOSA Program as follows:

A. DEFINITIONS:

1. De-Identified Data: Any collected LOSA data or combination of data sanitized of any data associated with individual employees.
2. LOSA Program Information: Any and all LOSA data and any product of the analysis or compilation of such data.
3. Gatekeeper: One or more Union-appointed members of the Monitoring Team.
4. Identified Data: Any collected LOSA data or combination of data prior to removal of any data associated with individual employees.
5. Identifying Data: Any LOSA data or combination of data that allows collected data to be associated with individual employees.
6. Threat: An event or error that occurs outside the influence of the employee (i.e., it was not caused by the employee), increases the operational complexity, and requires employee attention and management if safety margins are to be maintained.
7. Error: An action or inaction that leads to a deviation from employee or organizational intentions or expectations.
8. Undesired State: A safety-compromising state that results from ineffective error management.

B. LOSA PROGRAM

1. The program shall ensure the confidentiality and anonymity of employees. No person is authorized or will be compelled to identify any employee associated with data except where required by rule, law, order, or regulation.
2. Any <Maintenance or Ramp> Worker may decline being the subject of a LOSA observation at any time without question.

3. A LOSA Steering Committee, chaired by the Employer's LOSA Program Manager, must be established to provide Program oversight and policy guidance. The Union's National Representative or designee must participate on the Steering Committee.
4. No changes to design, implementation, and operation of the Program shall take place prior to a mutually agreed upon implementation date. All changes, if any, are covered by Terms of Agreement as outlined in this MOA.
5. The Employer must notify the Union, in writing, prior to the implementation of this MOA, of any procedures currently in place whose purpose is in whole or in part used for the purpose of this Program.
6. The Employer must notify the Union in writing not less than thirty (30) days prior to implementing any changes in the Program that effect monitoring employee performance for purposes of the Program.
7. The Program is not intended to change existing personnel policies, practices, and matters affecting working conditions not expressly contained in this MOA, applicable FAA directives, regulations, and the Parties' collective bargaining agreement (CBA). The Parties to this agreement, including affected Employees, retain all rights, responsibilities, and obligations contained in the Parties' CBA.
8. All changes to local or divisional personnel policies, practices, and matters affecting working conditions resulting from implementation of the Program that are not expressly covered by an existing agreement, are subject to the Parties' CBA. A copy of all documentation sent to the Union's divisional representatives as part of the CBA notification must also be presented to the appropriate Representative. All bargaining must be completed prior to implementation.
9. Willful violation of this MOA constitutes reasonable and sufficient grounds for termination of the Program.
10. In the event of termination of the Program or cancellation of this MOA, except where otherwise required by law, rule, or regulation, all Identifying and Identified Data will be destroyed.

C. LOSA MONITORING TEAM

1. The LOSA Monitoring Team will be composed of an equal number of Employer-appointed employees and Union-appointed Gatekeeper(s)/representatives. The **<appropriate union Representative>** shall appoint Union Team members. All designations will be in writing and kept current. The Employer will post the names and contact information in appropriate safety forums.
2. The Team is charged with day-to-day oversight of Program operations; reviewing and analyzing LOSA data, making recommendations, and monitoring corrective actions. The administrative chair of the Team will be a designee of the Employer.
3. If there is a violation of Program requirements set forth in this MOA, either the Employer or Union's members of the Team have the option of suspending the Program pending review by the Parties. This option requires unanimous vote by the Team membership group exercising this suspension option; i.e., the Employer's or Union's members.
4. The Union Gatekeeper(s) are the sole individual(s) empowered to identify or contact employees involved in Errors for interviews. No employee/agent of either party will be allowed access to any Program identified data other than Gatekeeper(s). Gatekeeper(s) are not required to disclose employee communications that occur in the performance of duties.
5. Employees will not be compelled to talk to Gatekeeper(s) but are encouraged to do so in the interest of enhancing safety. The Employer will provide facilities and a confidential means of communication that protects anonymity.

6. Identifying data shall not be entered on any notes, memoranda, or other documents used by the Gatekeeper in any contact with an employee.
7. When circumstances require travel, the Union's Team members are entitled to travel and per diem in accordance with the company policy and the Parties' CBA. This includes Program training, meetings arranged by the Employer to which Team members are invited, LOSA Program meetings, and other program activities to which the Union has been invited by the Program Director.
8. Union Team members must receive time free from all other duties for Team meetings. Employee participation on the Team will not cause an undue overtime obligation on the part of the Employer.
9. Gatekeeper(s) must receive time free from all other duties, to perform the duties associated with the Gatekeeper function. The Employer's LOSA Program Manager, in consultation with the Gatekeeper(s), will determine how much time is required and identify the needed time accordingly.

D. SCOPE

1. Only de-identified data necessary to fulfill the requirements of the Program will be maintained. Either party to this MOA may submit requests for de-identified data to the Monitoring Team. Data will only be for the express purpose of analysis within the scope of this MOA. The Monitoring Team must maintain copies of all data requests, including dispositions.
2. The Union and the Employer will agree to what Errors are and will include the values and tolerances that trigger reporting of an Error. Monitoring Team members will continually evaluate the values and tolerances that trigger Errors. All changes, additions, and deletions to these events require mutual agreement between Monitoring Team members.
3. The Union or the Employer, as applicable, will be promptly notified of any third-party requests for disclosure of Program Information. Appropriate FAA offices may be afforded access to de-identified Program Information, provided the Monitoring Team gives unanimous prior approval.
4. The Parties agree that disclosure of Program Information inhibits the voluntary provisions of the Program. The Parties also agree that Program Information aids in fulfilling safety responsibilities, and protecting such information from disclosure is consistent with responsibilities specified by Title 49 of the U.S. Code, Section 40123. *Notwithstanding other provisions of law, neither the Employer nor an FAA office receiving Program Information from the Employer, nor the Union may disclose voluntarily provided Program Information.*
5. The Program is not intended to effect any changes to the existing acquisition and use of safety data within <company name>.

E. DATA USE AND RETENTION

1. 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:
 - a. Aircraft Performance
 - b. Aircraft Systems Performance
 - c. <Aviation Maintenance Technician or Ramp Worker> Performance
 - d. <Maintenance or ramp operations> Performance
 - e. <Maintenance or ramp> Procedures
 - f. Program Performance

- g. Operational Policies
 - h. Training Programs
 - i. Aircraft Design
 - j. Airport Operational Issues
 - k. Meteorological Issues
 - l. Any other area mutually agreed to by the Parties
2. Except for criminal or deliberate acts, Program Information shall not be used, in whole or in part, for any punitive, derogatory, or disciplinary action against employees, individually or collectively; and,
 - a. Is inadmissible in any grievance proceeding
 - b. Must not be used to initiate any investigation into alleged employee misconductAny violation of this clause by the Employer or an Agent of the Employer will result in the automatic and irrevocable dismissal of proposed action against an employee for those actions under control of the Employer.
 3. The Employer must remove identifying data from identified data not later than thirty (30) days from the date of processing of the data in the LOSA Office.
 4. The Employer will conduct a survey of affected employees for input to program effectiveness. The survey will be conducted one (1) year after implementation. The Monitoring Team will receive results.

F. TERMS OF AGREEMENT

It is understood that the Union's participation in the Program is not a substitute for receipt of official notice and the opportunity to bargain on changes to terms and conditions of employment resulting from the implementation of the Program.

This MOA is effective as of _____, and remains in effect for the term of the successor to the Parties collective bargaining agreement, unless either party cancels this MOA with 30 days advance written notice. If such 30 days advance written notice is given, this MOA will then become null and void, and the Program will cease.

For the Employer

For the Union
