



**PSA Airlines, Inc**

## **Flight Operational Quality Assurance Program**

### **Memorandum of Understanding**

#### **1. General**

PSA Airlines, Inc. (PSA) is a Title 14 of the Code of Federal Regulations (14 CFR), air carrier operating under Part 121 engaged in Domestic, Supplemental, and Flag Operations within North America and the Caribbean. PSA currently operates 49 aircraft and employs approximately 460 pilots. PSA pilots are represented by the Air Line Pilots Association (ALPA).

#### **2. Purpose**

The Federal Aviation Administration, PSA, and ALPA are committed to improving flight safety. Each party has determined that safety would be enhanced with the implementation of a Flight Operations Quality Assurance (FOQA) Program that is designed to use information recorded by the aircraft flight data recorder to promptly identify and correct potential safety concerns. The PSA FOQA Program is a proactive, non-punitive initiative that uses computer software to analyze downloaded flight data recorder data to identify adverse trends and events. Once identified, corrective actions are implemented to mitigate the threat and reduce potential risk. In recognition of the benefits of such a program, ALPA has agreed to participate with PSA and the FAA in the PSA FOQA program. This Memorandum of Understanding (MOU) describes the provisions for ALPA participation.

#### **3. Definitions**

- **“FOQA Program”** is a program pursuant to the PSA Airlines I and O plan.
- **“FOQA Data”** means information collected by any means for use in the FOQA program. FOQA Data shall be used solely for the purpose of FOQA analysis.
- **“Identifying Data”** is any data or combination of data which allows recorded or collected flight data to be associated with a specific crew member.
- **“Identified Data”** is any recorded or collected flight data prior to removal of all identifying data.
- **“Flight Data Recorder”** is any device, equipment or system which collects, transmits or records in-flight data, whether installed to monitor pilot, aircraft component, or aircraft performance, or as consequence of performance of some other functions.
- **“Cockpit voice Recorder”** is any device, equipment or system which monitors or records a pilot’s voice while he or she is on an aircraft.



- **“Information”** is any data transmitted, recorded or collected by use of a flight data recorder, cockpit voice recorder or any other recording device. The term “Information” shall further include tapes, transcripts, reports, papers, memos, statements, studies, charts, graphs or any other description, analysis or compilation of data collected by any such equipment.
- **“FOQA Monitoring Team (FMT)”** is a committee comprised of the Director of Safety, the FOQA Program Manager, one (1) Pilot from Training/Flight Standards, and two (2) Association Pilots. In addition, no member of the FOQA Monitoring Team may have any involvement in the discipline, demotion, dismissal or similar personnel issues whether on behalf of the Company or the Association.
- **“Operational Exceedence Event”** is an event as defined by the FOQA Monitoring Team, determined by recorded data, which indicates that an aircraft was in a situation outside of the normal flight operations envelop.
- **“Operational Routine Event”** is an event in routine operation of statistical interest such as time into operation when flaps are retracted.
- **“Gatekeeper(s)”** are the designated Association member(s) of the FOQA Monitoring Team who will have access to and be able to retrieve from the computer, information which would allow identification of a flight number or crew member associated with collected FOQA data.
- **“Triggering event”** will be defined as a pre-determined situation that exceeds normal operational parameters and procedures.

#### 4. FOQA PROGRAM

- a. The design, implementation, and operation of a FOQA program will be conducted in accordance with the PSA Airlines Implementation and Operations (I&O) plan and this M.O.U.
- b. The FMT shall oversee the day to day operations of the FOQA program and shall establish necessary policies and procedures to ensure compliance with the provisions of this MOU.
- c. The Chairman of the FMT will seek consensus before the implementation of any FOQA Program policy, procedure, change in event definitions to include addition, modification, or deletion, or adoption of any corrective action. The Chairman is not a regular voting member of the FMT. However, in the event of a tie vote of the FMT, the Chairman will become the tie breaking vote. In all situations requiring a vote, equal numbers of FMT members will be present or in telephone contact for the vote
- d. Not all members of the FMT must be present to conduct a meeting. As a minimum, the Chairman, and 2 other members must be present. At least one Association member must be present. Normally, FMT meetings will be scheduled more than 14 days in advance. In the case of a “Triggering event” the Chairman may call for a meeting on short notice. The FMT may meet telephonically or by video conference.
- e. All FOQA operational methods and procedures developed and approved by the FMT shall be documented in the PSA Safety Manual. The PSA Safety Manual will be maintained on the Company website and available for downloading in a PDF format.



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- f. The design of the FOQA program shall ensure the confidentiality and anonymity of individual crew members to the greatest extent possible.
- g. The establishment of the limits which define an exceedance of any severity level will be established by the FMT.
- h. The limits which define an exceedance shall be made available to any pilot upon the pilot's request. This information may be protected from public dissemination by requiring the requesting pilot to sign a confidentiality agreement.
- i. All communications to PSA pilots from the FOQA program, and any communication from any other department that references specific data obtained from the FOQA program, must be approved by the FMT.
- j. Should pilot contact be necessary due to an Operational Exceedance Event, or an Operational Routine Event, the Gatekeeper will review the data and contact the pilot(s) as necessary to investigate the event. Once the gatekeeper has completed his interview, he will report back to the FMT with the results of the interview. The FMT may request the Gatekeeper contact a pilot(s) to investigate an event.
- k. Should a pilot need to be contacted by the Gatekeeper due to a 2nd event, the Gatekeeper may recommend to the FMT that further review with the Training Department may be necessary. If the FOQA data and/or subsequent interview by the Gatekeeper cast doubt to the competency of a pilot or crew, the FMT will formulate a plan to insure the pilot/crew competency returns to a high level. This may include counseling, ground training, flight or simulator training. The pilot or crew will remain in a paid status while completing any FMT recommended training.
- l. Any third or subsequent event coming to the attention of the Gatekeepers will be turned over to the FMT for disposition. The FMT will use all available information in formulating a corrective action plan outlined in paragraph k.
- m. While anonymity and confidentiality are extremely important to the FOQA program, safety is paramount. If the FMT's corrective action plan requires a training component, providing the plan to personnel from the Flight Training Department to accomplish the training will not be in any way considered a breach of confidentiality.

**5. SCOPE**

- a. Sufficient de-identified data shall be maintained to fulfill the requirements of the agreed-upon FOQA Program. All de-identified data, and analyses of such data, shall be made available upon request to the parties involved.
- b. There shall be continual evaluation of exceedance values by the FMT and all changes, deletions, or additions shall require a majority consensus of the FMT.
- c. FOQA Program Information (identified or de-identified) shall not be released to any third party without written approval of the FMT. Sufficient safeguards shall exist to prevent further release of such information.



## **6. DATA RETENTION and SECURITY**

- a. Identifying data shall be removed from identified data as soon as practical, no later than 30 days from up loading to the software.
- b. Raw data collected or received in the course of the FOQA program, in any form, shall be destroyed no later than thirty (30) days after the date of acquisition unless otherwise agreed to by the FMT.
- c. The FMT will determine access levels of everyone using the FOQA data. The FOQA Program Manager will administer access to the software and data.
- d. Any employee/agent who has access to any identified data used in a FOQA program shall be prohibited from divulging any identifying data to any individual other than the Gatekeeper(s). In the event any employee/agent divulges any identifying data to any individual other than the Gatekeeper(s), such employee/agent shall immediately be removed from any participation in the FOQA program.
- e. The Company shall enter into such agreements requiring any service provider that may have possession of the information for the purposes of condensing, compiling and summarizing the data to store the information in a manner that provides high security access control as approved by the FMT.
- f. If either party discovers an unauthorized release they shall immediately notify the other party. The unauthorized release shall be immediately investigated and corrective action taken to protect all crew members, the company; and to prevent additional release of data and/or information.

## **7. DATA USE**

- a. The sole contact with any flight crew member associated with a specific event shall be through the gatekeeper(s).
- b. As previously stated above in the DEFINITIONS, only the Gatekeeper(s) are authorized to identify the individual crew members associated with any specific data.
- c. Any notes, memoranda or other documents used by the Gatekeeper(s) in any contact with any flight crew member concerning a specific FOQA event shall be considered "identified data" for purposes of this agreement and shall be "de-identified" in accordance with paragraph 6(a) above. If it is impossible to de-identify such materials, then they shall be destroyed no later than three (3) days after the next FOQA Monitoring Team meeting, or no later than twenty-one (21) days after they have been obtained whichever is sooner.
- d. At a minimum, the FOQA Program will be used for evaluating and improving all of the following areas in any manner not specifically prohibited herein:
  - Aircraft Performance
  - Aircraft Systems Performance



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- Piloting Performance
  - Company Procedures
  - Operational Performance
  - Training Programs
  - Training Effectiveness
  - Aircraft Design
  - ATC System Operation
  - Airport Operational Issues
  - Meteorological Issues
- e. FOQA Data shall not be used as a basis for discipline or discharge action against pilots, individually or collectively.
- FOQA data shall be considered inadmissible in any grievance or System Board of Adjustment proceeding.
  - FOQA Data shall not be used to substantiate or corroborate information obtained from other sources.
  - No investigation into alleged pilot misconduct will be initiated by the Company on the basis of FOQA Data.
- f. FOQA Data shall not be used to target the judgment or performance of an individual pilot.
- g. Nothing in this Memorandum of Understanding shall preclude the collection and analysis of data from aircraft flight data recorders by the Company's Maintenance Department for the purpose of maintenance analysis.
- h. Nothing in this Memorandum of Understanding shall in anyway preclude the download and analysis of FDR data from an aircraft for the purpose of investigating an accident or incident.
- i. Release of de-identified aggregate information will be governed by the I and O plan.

**8. TERMS OF AGREEMENT**

1. This Memorandum of Understanding shall become effective as of the date of signing and shall remain in effect for a period of 18 months and continue thereafter unless 60 days notice is given to the other party.



2. IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding this

\_\_\_\_\_ day of \_\_\_\_\_, 2010.

PSA Airlines, Inc

Air Line Pilots Association, International

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Randy Fusi

Director of Safety

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Tom Arline

MEC Chairman