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**LETTER OF AGREEMENT  
between  
VIRGIN AMERICA INC.,  
and the  
INFLIGHT TEAMMATES  
in the service of  
Virgin America, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

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**GRIEVANCE PROCEDURES AND SYSTEM BOARD OF ADJUSTMENT**

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This Agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Virgin America, Inc. (the "Company") and Inflight Teammates (hereafter referred to as Flight Attendants) as represented by the Association of Flight Attendants-CWA (the "Association").

WHEREAS, the National Mediation Board certified the Association as the exclusive representative of the Flight Attendants in the service of the Company on April 18, 2017; and

WHEREAS, the parties wish to provide a system of fair procedures for resolving disciplinary disputes; and

NOW, THEREFORE, the Company and the Association agree as follows:

I. Grievance Procedures

A. Dismissal or Corrective Action Procedures

1. A Flight Attendant who has completed probation (her/his introductory period) will not be dismissed from the service of the Company or disciplined without notification of such corrective action. Such notification will contain a precise statement of the charges. Notice of the corrective action will be given within twelve (12) days from the date the Company could reasonably have knowledge of the incident giving rise to the corrective action. The twelve (12) days will be extended by any sick leave, leave of absence and/or vacation taken by the Flight Attendant, during which time the Company will have no expectation that the Flight Attendant will make her/himself available unless the Flight Attendant waives such extension. Notice of corrective action arising out of a written customer complaint will be deemed to be timely if taken within twelve (12) days, as defined in C.2., below, of the date the customer complaint is received by Guest Care as evidenced by the date received stamp. The twelve (12) days will be extended by any sick leave, leave of absence and/or vacation taken by the Flight Attendant, during which time the Company will have no expectation that the Flight Attendant will make her/himself available unless the Flight Attendant waives such extension.



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a. No investigatory or work performance meeting will be conducted until the Flight Attendant has had an adequate opportunity to obtain Union representation. If a Flight Attendant elects to meet on a day off, s/he will be eligible for minimum duty period credit. No investigatory or work performance meeting will be scheduled at the end of a duty period that exceeds fourteen hours (14:00) unless the Flight Attendant consents.

b. Lineholder Investigatory or Work Performance Meetings  
The Company will not conduct investigatory or work performance meetings with Flight Attendants during scheduled or unscheduled ground times, unless the Flight Attendant consents. Investigatory or work performance meetings will be conducted after the Flight Attendant completes a pairing or on a day off, at the Flight Attendant's option. The Company may remove a Flight Attendant from her/his pairing or end a Flight Attendant's pairing early to conduct an investigatory or work performance meeting. When this occurs, the Flight Attendant will be pay protected and base rest will commence at the end of the meeting. For purposes of this provision, a Lineholder who picks up reserve day(s) and attends a meeting on one of those reserve days will be considered a Reserve.

c. Reserve Investigatory or Work Performance Meetings  
The Company will not conduct investigatory or work performance meetings with Reserve Flight Attendants during a reserve day unless the Reserve Flight Attendant consents. Investigatory or work performance meetings will be conducted after the Flight Attendant completes a reserve assignment or on a day off, at the Flight Attendant's option. The Company may end a Flight Attendant's reserve day early or alter his/her reserve assignment to conduct an investigatory or work performance meeting. The Flight Attendant will be paid and credited the greater of actual pairings flown or the value of the reserve day. Base rest will commence at the end of the meeting. In no event will a Reserve Flight Attendant be returned to reserve status after the meeting on the same calendar day. A Reserve who has picked up a sequence on a day off will be considered a Lineholder for purposes of this provision.

2. A Flight Attendant will be entitled to a hearing on such corrective action provided such Flight Attendant makes written request for such hearing within twelve (12) days from receipt of notification. Such written request for hearing will be addressed to InFlight Leadership.

3. A Flight Attendant may be held out of service by the Company pending investigation and hearing and appeals therefore and will be compensated



- 86 for all lost time if returned to work.
- 87 4. Such hearing will be held by InFlight Leadership within ten (10) days,
- 88 exclusive of Saturdays, Sundays and holidays, of the receipt of the Flight
- 89 Attendant's written request therefore. A decision will be rendered within
- 90 ten (10) days, exclusive of Saturdays, Sundays and holidays of the
- 91 hearings.
- 92 5. If the decision of InFlight Leadership is not satisfactory to the Flight
- 93 Attendant whose grievance is being considered, the matter may be
- 94 appealed to the Flight Attendant Board of Adjustment, as provided for in
- 95 Section II of this agreement, provided said appeal must be submitted
- 96 within ten (10) days of receipt of the decision by InFlight Leadership.
- 97 6. The appeal to the Board of Adjustments may be waived to expedite the
- 98 grievance, if mutually agreed to by the Association and the Company.
- 99 The grievance would then proceed directly to arbitration.

100 B. Grievances Not Involving Corrective Action

101 Should any controversy arise between the Company and a Flight Attendant, or a  
 102 group of Flight Attendants, as to the meaning of any Agreement between the  
 103 Association and the Company concerning rates of pay, rules or working  
 104 conditions, or should any Flight Attendant feel that in the application by the  
 105 Company to her/him of any of the terms of such agreements concerning rates of  
 106 pay, rules or working conditions, s/he has been treated unjustly, such Flight  
 107 Attendant may present her/his grievance in person or through her/his  
 108 representative within thirty (30) days of the infraction to InFlight Leadership,  
 109 who will evaluate the grievance and render her/his decision as soon as possible,  
 110 but not later than ten (10) days following receipt of said grievance, exclusive of  
 111 Saturdays, Sundays and holidays pursuant to C.2., below.

- 112 1. If no settlement is reached under this Section, an appeal may be made in
- 113 writing within thirty (30) days to the Flight Attendants' Board of
- 114 Adjustment established under Section II of this Agreement.
- 115 2. The appeal to the Flight Attendants' Board of Adjustment may be waived
- 116 to expedite the grievance if mutually agreed to by the Association and the
- 117 Company. The grievance would then proceed directly to Arbitration.

118 C. Grievance Procedures—General

- 119 1. If any decision made by an official of the Company under the provisions
- 120 of this Section is not appealed by the Flight Attendant affected or by the
- 121 Association in the case of a protest within the time limit prescribed herein
- 122 for such appeals, such decision will be final and binding. If the Company
- 123 fails to adhere to the time limits prescribed in this Section, the Flight
- 124 Attendant will be considered exonerated and the charges against her/him
- 125 will be dropped.

126



127 2. All time limits pertaining to both parties set forth in this Section will refer  
128 to work days, rather than calendar days; Saturdays, Sundays and  
129 recognized holidays being excluded. Holidays are as follows:

- 130 a. New Year’s Day\*
- 131 b. Martin Luther King Jr. Day
- 132 c. President’s Day
- 133 d. Memorial Day
- 134 e. Independence Day\*
- 135 f. Labor Day
- 136 g. Veteran’s Day\*
- 137 h. Thanksgiving Day
- 138 i. Day after Thanksgiving
- 139 j. Christmas Day\*

140 \* If the actual holiday falls on a Saturday the proceeding Friday will be  
141 excluded. If the actual holiday falls on a Sunday, the following  
142 Monday will be excluded for the purpose of calculating days for  
143 timelines.

144 3. When, under the operation of this Agreement, a Flight Attendant  
145 hereunder is chosen to act as the representative of, or a witness for  
146 another Flight Attendant against whom charges have been preferred,  
147 such Flight Attendant will be given an Association leave of absence for a  
148 time sufficient to permit her/him to appear as such representative or  
149 witness.

150 4. It is understood that all written notifications of corrective action or  
151 separation referred to herein in appeal steps will be with delivery  
152 confirmation.

153 5. The time limits prescribed herein may be modified by mutual agreement  
154 in writing between the parties.

155 6. All Flight Attendants including those in their probationary period, will have  
156 access to the grievance procedure except that a probationary employee  
157 may not appeal a disciplinary or discharge action.

158 7. In the event a separation from employment is grieved, insurance benefits  
159 will continue until all grievance procedures have been exhausted and a  
160 final decision has been rendered.

161 8. An Association representative may, at the option of the Flight Attendant,  
162 be present at all Flight Attendant meetings that involve separation of  
163 employment from Virgin America.

164 C. Corrective Action Eighteen (18) Month Removal



165  
166 All letters of discipline (warning or suspension) will be expunged after eighteen (18)  
167 months after the date of issuance, or, if a lesser period is provided in the letter, the  
168 letter will be expunged at the expiration of such lesser period. At the request of the  
169 Flight Attendant, the letter will also be removed from the Flight Attendant's personnel  
170 file.

171 II. Virgin America Flight Attendant Board of Adjustment

172 A. Definition of Board of Adjustment

173 There is hereby established a Board of Adjustment for the purpose of adjusting  
174 and deciding disputes which may arise under the terms of any agreements  
175 between the Company and the Association, and any amendments or additions  
176 thereto and which are properly submitted to it, which the Board will be known as  
177 "Virgin America Flight Attendants' Board of Adjustment" hereinafter referred to  
178 as the "Board."

179 B. Members of the Board

180 The Board will consist of two (2) members, one (1) of whom will be selected and  
181 appointed by the Association and one (1) by the Company, and such appointees  
182 will be known as "Adjustment Board Members."

183 C. Jurisdiction of the Board

184 The Board will have jurisdiction over disputes between any Flight Attendant  
185 covered by agreements between the Association and the Company growing out  
186 of grievances or out of the interpretation or application of any of the terms of  
187 such agreements. The jurisdiction of the Board will not extend to proposed  
188 changes in hours of employment, rates of compensation or working conditions  
189 covered by existing agreements between the parties hereto.

190 D. Consideration of Dispute(s) by the Board

191 The Board will consider any dispute properly submitted to it by the MEC  
192 President of the Association of Flight Attendants or her/his designee or by the  
193 Company when such dispute has not been previously settled in accordance with  
194 the terms provided for in this Agreement.

195 E. Semi-Annual Grievance Review

196 Company and Association leadership will meet semi-annually to review and  
197 attempt resolution of all outstanding grievances that have been submitted to the  
198 Board of Adjustment.

199 F. Dispute Reporting Requirements

200 All disputes properly referred to the Board for consideration will be addressed to  
201 the Chairperson. Three (3) copies of each petition, including all papers and  
202 exhibits in connection therewith, will be forwarded to the Chairperson who will  
203 promptly transmit one (1) copy thereof to each member of the Board. Each case  
204 submitted will show:



- 205 1. Question or questions at issue.
- 206 2. Statement of facts.
- 207 3. Position of Flight Attendant or Flight Attendants.
- 208 4. Position of Company.

209 When possible, a joint submission should be made, but if the parties are unable  
 210 to agree upon a joint submission, then either party may submit the dispute and  
 211 its position to the Board. No matter will be considered by the Board which has  
 212 not been first handled in accordance with the Grievance Procedure contained in  
 213 this Agreement.

214 G. Hearing Date

215 Upon receipt of notice of the submission of a dispute, the Chairperson will set a  
 216 date for hearing. Within sixty (60) days of submission of the grievance of a  
 217 separation of employment to the Board of Adjustment, the Company and  
 218 Association agree to select an arbitrator and schedule the termination for  
 219 arbitration. This deadline may be extended by mutual agreement. Absent mutual  
 220 agreement, termination grievances will be arbitrated within six (6) months of the  
 221 submission of the grievance to the Board of Adjustment.

222 H. Grievant’s Representation

223 Employees covered by this Agreement may be represented at Board hearings by  
 224 such person or persons as they may choose and designate and the Company  
 225 may be represented by such person as it may choose and designate. Evidence  
 226 may be presented either orally, in writing or both.

227 I. Witnesses

228 On request of individual members of the Board, the Board may, by a majority  
 229 vote, or will at the request of either the Association representatives or the  
 230 Company representatives thereon, summon any witnesses who are employed by  
 231 the Company and who may be deemed necessary by the parties to the dispute,  
 232 or by either party, or by the Board itself, or by either group or representatives  
 233 constituting the Board. The number of witnesses summoned at any one time will  
 234 not be greater than the number which can be spared from the operation without  
 235 interference with the service of the Company.

236 J. Majority Vote

237 A majority vote of all members of the Board will be competent to make a  
 238 decision.

239 K. Decision(s) of the Board

240 Decisions of the Board in all cases properly referable to it will be final and  
 241 binding upon the parties hereto.

242 L. Mediation Provision

243 Prior to arbitration, the parties may mutually agree to submit a grievance to



244 mediation. If not resolved through mediation, the grievance may be set for  
245 arbitration.

246 M. Arbitrations

247 1. The parties will select a System Board Panel using the process described  
248 in Paragraph N, below.

249 2. The Employer and the Association will jointly prepare and sign for the  
250 arbitrator a submission setting forth the issue or issues in dispute. If a  
251 submission cannot be agreed upon between the Employer and the  
252 Association, each party will submit to the arbitrator and to each other a  
253 statement of the issues it considers to be in dispute.

254 3. The arbitrator will not have the power to add to or subtract from or  
255 modify any of the terms of this Agreement.

256 4. Each party will bear its own expense with respect to the preparation and  
257 presentation of the matter to the arbitrator. The cost or expense of the  
258 arbitrator and the conference room will be borne equally by the Employer  
259 and the Association.

260 5. The arbitrator will issue her/his award within thirty (30) days after the  
261 close of the hearing.

262 N. System Board Panel Selection

263 The Company and the Association will meet during August of each year for the  
264 purposes of establishing a panel of eight (8) arbitrators and scheduling  
265 arbitration hearing dates for the following year.

266 1. Establishing the Panel

267 a. The Association and the Company will each exchange a list  
268 consisting of six (6) arbitrators who are members of the National  
269 Academy of Arbitrators. The names common to both lists will be  
270 automatically added to the panel.

271 b. The names not common to both lists will be combined into one list  
272 alphabetically and the parties will strike until only the number of  
273 names sufficient to complete the panel remains. A coin toss will  
274 determine who strikes first. The Association will call the toss.

275 2. Scheduling Dates

276 a. Ten (10) mutually agreed-to hearing dates will be established  
277 throughout the calendar year, excluding the months of November  
278 and December.

279 b. After soliciting availability from all empaneled arbitrators, the  
280 Association and the Company will assign each neutral to a hearing  
281 date. Two of the neutrals will each be assigned to a second set of  
282 dates. Each party will select one arbitrator to fill an additional  
283 date.



- 284 3. Additional Arbitration Dates
- 285 a. Should the parties desire an additional hearing date, or should an
- 286 arbitrator become unavailable for a scheduled date, the arbitrators
- 287 on the panel will be solicited for availability and selected by
- 288 mutual agreement. If the parties cannot mutually agree on a
- 289 neutral, the process outlined in 1.b., above, will be employed
- 290 using the panel list.
- 291 b. For each subsequent additional hearing date, an arbitrator already
- 292 assigned an additional hearing date will be excluded from the
- 293 solicitation. The selection process outlined in 3.a., above, will be
- 294 followed.
- 295 4. Term of the Panel
- 296 The Arbitrators selected in August for the following year's panel will stay
- 297 on the list for the entire year unless mutually removed by the parties.
- 298 O. Board Member Protections
- 299 It is understood and agreed that each and every Board Member will be free to
- 300 discharge her/his duty in an independent manner, without fear that her/his
- 301 individual relations with the Company or with the employees may be affected in
- 302 any manner by an action by her/him in good faith in her/his capacity as Board
- 303 Member.
- 304 P. Board Records
- 305 The Board will maintain a complete record of all matters submitted to it for its
- 306 consideration and of all findings and decisions made by it.
- 307 III. Effective Date and Retroactive Application
- 308 A. Corrective Action and Separation of Employment
- 309 This Letter of Agreement will apply to all separations of employment and
- 310 corrective actions issued on or after June 1, 2017.
- 311 B. Non-Disciplinary Grievances
- 312 Any alleged violation arising out of any agreement between the Association and
- 313 the Company occurring on or after April 27, 2017, may be grieved.
- 314





315 Agreed this 2<sup>nd</sup> day of June 2017.

316  
317 FOR:  
318 ASSOCIATION OF FLIGHT  
319 ATTENDANTS-CWA, AFL-CIO  
320

FOR:  
VIRGIN AMERICA, INC.

321  
322 /s/ Sara Nelson  
323 Sara Nelson  
324 International President

/s/ Greg Mays  
Greg Mays  
Vice-President Labor Relations

325  
326 /s/ Jeffrey Peterson  
327 Jeffrey Peterson  
328 Alaska MEC President

/s/ Elizabeth Ryan  
Elizabeth Ryan,  
Managing Director, Labor Relations

329  
330  
331  
332 /s/ Kimberley Chaput  
333 Kimberley Chaput  
334 AFA Senior Staff Attorney

/s/ Jeff Butler  
Jeff Butler  
VP, Inflight and Guest Services

335  
336  
337 /s/ Valerie Jenkins  
338 Valerie Jenkins  
339 Managing Director, Inflight  
340