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

VIRGIN AMERICA FLIGHT ATTENDANT COMMUTER POLICY

VIRGIN AMERICA, INC (Company) and the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (Association) acknowledge that it is the responsibility of each employee to report for work on time as scheduled; however, it is recognized that there are occasionally circumstances beyond the control of the Flight Attendant that prevents reporting for work in a timely manner.

WHEREAS, the Company and the Association (collectively "the parties") want to help facilitate the ability for Flight Attendant's to commute successfully and when unforeseen events prevent that from happening the parties agree that a process that is mutually beneficial is desirable;

NOW THEREFORE, the Company and the Association hereby agree to enter into the following "Virgin America Flight Attendant Commuter Policy" letter of agreement (LOA):

- A. **Purpose:** The purpose of our commuter policy is to offer options to our Flight Attendants with commuting challenges while maintaining Virgin America's scheduled operations. To maintain operational integrity, it is the responsibility of Virgin America Flight Attendants to arrive to their base sufficiently rested and on time prior to their scheduled duty period. When Flight Attendants experience commuting difficulties with air or ground transportation which may prevent them from arriving to base on time, this Policy offers Virgin America the opportunity to support Flight Attendants while minimally impacting operations and avoiding guest impact.
- B. **Who Is Eligible** All Flight Attendants who have successfully completed their Introductory Period are eligible for the protections afforded by this Policy. The Policy applies to commute issues to base whether via ground or air that impact a Flight Attendant's initial report for a pairing or other assignment, excluding regulatory training and pairings associated with regulatory training.
- C. **Expectations for Flight Attendants**
 - 1. Notice Requirements:
 - a. A Flight Attendant who is experiencing a commuting difficulty to base/reporting airport that may prevent the Flight Attendant from arriving on time must contact Crew Support Services (CSS) by telephone as soon as possible to advise them of the problem.



- 48 i. In the event the Flight Attendant is commuting to base/reporting airport via
- 49 ground transportation, notice must be given no later than at least one (1) hour
- 50 prior to scheduled report time.
- 51 ii. In the event the Flight Attendant is commuting to base/reporting airport via air
- 52 transportation, notice must be given no later than at least two (2) hours prior to
- 53 scheduled report time.
- 54 iii. Notice must include the Flight Attendant's current location, means of
- 55 transportation and estimated time of arrival. The Flight Attendant must follow up
- 56 with updates as projected arrival time change.
- 57 b. If the Flight Attendant fails to report on time, the Flight Attendant must also submit
- 58 an email to her/his InFlight Supervisor within twenty-four (24) hours of the
- 59 scheduled report time describing the commuting difficulty and outcome (actual
- 60 arrival time), and follow up with supporting documentation described in Paragraph 2
- 61 below.
- 62 2. Required Documentation:
- 63 a. The Flight Attendant must submit documentation sufficient to justify that an
- 64 unexpected commuting issue legitimately prevented the Flight Attendant from
- 65 arriving for work on time despite the Flight Attendant's best efforts in planning
- 66 her/his commute.
- 67 b. InFlight Leadership will review the documentation to determine whether it is
- 68 sufficient to meet the standard set forth in subparagraph 1 below. The following
- 69 documentation will be required:
- 70 i. For commuting issues via ground, the Flight Attendant will be expected to submit
- 71 proof of the unanticipated ground issue (e.g., 511.org snapshots showing
- 72 unplanned road closures, evidence of vehicle breakdown, mass transit tickets
- 73 during a BART closure, etc.). Normal traffic challenges will not be deemed
- 74 sufficient.
- 75 ii. For commuting issues via air, the Flight Attendant will be expected to submit
- 76 proof in the form of ticket boarding pass printed at the airport from two flights
- 77 that were scheduled to allow the Flight Attendant to arrive in base at least two
- 78 hours prior to report time, along with the original scheduled departure and
- 79 arrival times. The Flight Attendant must use reasonable judgement when listing
- 80 for a flight and have a reasonable expectation that the flight will operate as
- 81 scheduled.
- 82 c. InFlight Leadership reserves the right to request additional documentation as
- 83 necessary to determine the facts of the commuting issue/failure to timely report for
- 84 duty, as well in the case of repeated commuting challenges. Inappropriate use of the
- 85 commuting policy will be subject to discipline.
- 86 d. Supporting documentation must be submitted as soon as possible but no later than
- 87 seven (7) days after the incident. Failure to provide supporting documentation will
- 88 result in a tardiness if the Flight Attendant operates the original pairing or a No-show
- 89 if the Flight Attendant fails to operate the original pairing.

91 D. Recovery Options

- 92 1. When a Flight Attendant provides, the notice described in Paragraph a. and b., above,
- 93 CSS will remove the Flight Attendant from her/his flying or other assignment, and place
- 94 the COM ("Commuter") code on the Flight Attendant's line for that day.



- 95 2. Flight Attendants will be expected to continue and report to work as soon as possible
96 unless otherwise notified by CSS, and will be given a replacement assignment in lieu of
97 their original assignment based on operational need.
98 a. For Lineholders, CSS will choose among the following options:
99 i. Lineholders have the option to ask to be returned to their original pairing
100 when it returns to base.
101 ii. CSS may assign the Lineholder to another pairing that falls within the
102 calendar days of the original pairing (premium pay does not apply). The
103 pairing may originate in another city, but must end in the Flight
104 Attendant's base.
105 iii. CSS may assign the Lineholder to RRR the calendar day of the original
106 report. If not assigned a pairing during RRR, the Lineholder will then be
107 released to rest and assigned to Long Call Commuter reserve (LCC) after
108 rest for the remaining calendar days of the original pairing.
109 iv. CSS may notify the Flight Attendant that she/he does not need to report
110 to base and assign the Flight Attendant to Long Call Commuter reserve
111 (LCC) for the calendar days of the original pairing. LCC reserve will begin
112 upon notification from CSS.
113 v. LCC Reserves will follow the Long Call Reserve (LCR) provisions in the
114 Virgin America InFlight Work Rules with the following exceptions:
115 a) LCC Reserves will be utilized prior to LCRs; and
116 b) LCC Reserves must request trips from Open Time with the same
117 number of days as their LCC days of availability.
118 b. For Reserves, CSS will assign the Reserve to another pairing or RRR the calendar
119 day of the original report, released to rest, and then returned to their original
120 reserve schedule.
121 3. For non-flying activity, the Flight Attendant must also email her/his InFlight
122 Supervisor to reschedule the assignment within twenty-four (24) hours of the
123 original report time.
124 4. The following pay rules will apply:
125 a. For Lineholders, pay protection will not apply for the original missed pairing
126 or non-flying assignment. The Flight Attendant will be credited the greater of:
127 i. Actual replacement flying performed or replacement non-flying
128 assignment;
129 ii. RRR credit pursuant to pay rules for Reserve RRR assignment; or
130 iii. Three and one-half (3.5) hours per day, if not otherwise assigned to
131 pairing/non-pairing activity on that day
132 b. For Reserves, the COM code will be considered an unpaid absence for
133 purposes of calculating the reserve bid line guarantee. Reserves assigned
134 under this Commuter Policy will be credited for any replacement reserve
135 assignment in accordance with normal reserve pay rules.
136

137 **E. Interplay with Reliability Policy, and Corrective Action**

- 138 1. Flight Attendants who elect the benefit of this Policy will not accrue points under the
139 InFlight Reliability Policy for any partial or full pairings or non-flying assignments missed
140 as a result of the original call. Flight Attendants will not be eligible for record



141 improvement under the Reliability Policy or any perfect attendance program the
142 Company offers which covers the period of time that includes the date of the original
143 call.
144 2. Flight Attendants remain eligible for the Stuff Happens Pass (SHP) under the terms of
145 that policy, but must clarify which benefit they are electing to use during the original call
146 to CSS. Once a Flight Attendant elects to call in using the Commuter Policy, s/he cannot
147 use the Stuff Happens Pass for any subsequent scheduling obligation that is assigned as
148 a result of that commuting event and pursuant to §D [Recovery Options], above.
149 3. Flight Attendants who elect the benefit of this Policy and comply with its terms will not
150 be subject to progressive corrective action for the late report. Flight Attendants who fail
151 to comply with the Policy will be subject to progressive corrective action, as follows:

- 152 a. If the Flight Attendant fails to submit sufficient documentation as described in
- 153 Paragraph C.2 above;
- 154 b. If the Flight Attendant fails to continue and report to work as assigned the day of
- 155 the original assignment or otherwise refuses a replacement assignment per
- 156 Paragraph D.2 above;
- 157 c. If the Flight Attendant fails to timely reschedule her or his originally scheduled
- 158 non-flying activity as described in Paragraph D.3 above;
- 159 d. If the Flight Attendant calls out late due to a commute issue for her/his
- 160 replacement assignment; and/or
- 161 e. If the Flight Attendant calls out sick for her/his replacement assignment, unless
- 162 within seven (7) days of the sick call, the Flight Attendant is asked to and does
- 163 provide her/his InFlight Supervisor with a note from a healthcare provider
- 164 justifying the absence, in which case the absence will be excused and discipline
- 165 will not issue. Note, the Flight Attendant will accrue points for the absence under
- 166 the InFlight Reliability Policy.

167 **F. Short Call Reserve Availability Periods:** With the implementation of the Commuter
168 Policy, an additional Short Call Reserve (SCR) reserve availability period (RAP) will be in
169 effect for the duration of this letter of agreement. The SCR RAPs will be 0300 - 1500,
170 0800 - 2000 and 1200 - 2400. All other SCR rules will remain in effect.

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172 **G. Trial Period:** The effective date of this LOA is October 1, 2017. The provisions of this
173 LOA will remain in effect for a trial period of four (4) bid months from October 2017
174 through January 2018, or until such time as either party gives a minimum of two full
175 bid month's notice of intent to terminate the LOA, whichever comes first. Notice of
176 intent to terminate may not be given prior to November 15, 2017. If neither party
177 exercises their right to terminate this LOA prior to the end of the trial period, then the
178 provisions of the LOA will remain in effect until the Virgin America and Alaska Airlines
179 Flight Attendants are covered under a single collective-bargaining agreement.

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181 *Example: Notice of intent to terminate given December 10, 2017, will mean that the*
182 *provisions of this LOA are no longer in force effective March 2, 2018.*

183
184 **H. Stuff Happens Pass Sunset Clause:** If the Commuter Policy is extended beyond the



185 four (4) bid month trial period of October 2017 through January 2018 indicated in §G
186 [Trial Period] above, the Stuff Happens Pass (SHP) will be sunset beginning January 31,
187 2018, on a go-forward basis as follows:

- 188 1. A Flight Attendant will no longer be eligible to 'accrue' additional SHPs if
189 s/he uses the SHP on or after January 30, 2017.
190 2. The SHP will be fully retired for all Flight Attendants effective January 31,
191 2019, or whenever the last eligible Flight Attendant uses her/his remaining
192 SHP (no later than January 30, 2019), whichever occurs first.
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FINAL DRAFT