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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

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

19
20 **WHEREAS**, the Company and the Association (collectively "the parties") want to help facilitate
21 the ability for Flight Attendant's to commute successfully and when unforeseen events prevent
22 that from happening the parties agree that a process that is mutually beneficial is desirable;

23
24 **NOW THEREFORE**, the Company and the Association hereby agree to enter into the following
25 "Virgin America Flight Attendant Commuter Policy" letter of agreement (LOA):

26
27 A. **Purpose:** The purpose of our commuter policy is to offer options to our Flight Attendants
28 with commuting challenges while maintaining Virgin America's scheduled operations. To
29 maintain operational integrity, it is the responsibility of Virgin America Flight Attendants to
30 arrive to their base sufficiently rested and on time prior to their scheduled duty period.
31 When Flight Attendants experience commuting difficulties with air or ground transportation
32 which may prevent them from arriving to base on time, this Policy offers Virgin America the
33 opportunity to support Flight Attendants while minimally impacting operations and avoiding
34 guest impact.

35
36 B. **Who is Eligible** All Flight Attendants who have successfully completed their Introductory
37 Period are eligible for the protections afforded by this Policy. The Policy applies to commute
38 issues to base whether via ground or air that impact a Flight Attendant's initial report for a
39 pairing or other assignment, excluding regulatory training and pairings associated
40 with regulatory training.

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42 C. **Expectations for Flight Attendants**

43 1. Notice Requirements:

- 44 a. A Flight Attendant who is experiencing a commuting difficulty to base/reporting
45 airport that may prevent the Flight Attendant from arriving on time must contact
46 Crew Support Services (CSS) by telephone as soon as possible to advise them of the
47 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
79 and arrival times. The Flight Attendant must use reasonable judgment when
80 listing for a flight and have a reasonable expectation that the flight will operate
81 as 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.

90
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 when it
100 returns to base.
101 ii. CSS may assign the Lineholder to another pairing that falls within the calendar
102 days of the original pairing (premium pay does not apply). The pairing may
103 originate in another city, but must end in the Flight Attendant's base.
104 iii. CSS may assign the Lineholder to RRR the calendar day of the original report. If
105 not assigned a pairing during RRR, the Lineholder will then be released to rest
106 and assigned to Long Call Commuter reserve (LCC) after rest for the remaining
107 calendar days of the original pairing.
108 iv. CSS may notify the Flight Attendant that she/he does not need to report to base
109 and assign the Flight Attendant to Long Call Commuter reserve (LCC) for the
110 calendar days of the original pairing. LCC reserve will begin upon notification
111 from CSS.
112 v. LCC Reserves will follow the Long Call Reserve (LCR) provisions in the Virgin
113 America Inflight Work Rules with the following exceptions:
114 a. LCC Reserves will be utilized prior to LCRs; and
115 b. LCC Reserves must request trips from Open Time with the same number of
116 days as their LCC days of availability.
117 b. For Reserves, CSS will assign the Reserve to another pairing or RRR the calendar
118 day of the original report, released to rest, and then returned to their original
119 reserve schedule.
- 120 3. For non-flying activity, the Flight Attendant must also email her/his Inflight
121 Supervisor to reschedule the assignment within twenty-four (24) hours of the
122 original report time.
- 123 4. The following pay rules will apply:
124 a. For Lineholders, pay protection will not apply for the original missed pairing or non-
125 flying assignment. The Flight Attendant will be credited the greater of:
126 i. Actual replacement flying performed or replacement non-flying assignment;
127 ii. RRR credit pursuant to pay rules for Reserve RRR assignment; or
128 iii. Any LCC Reserve assigned to the Flight Attendant will be credited at three and
129 one-half (3.5) hours per day, if not otherwise assigned to pairing/non-pairing
130 activity on that day. [Underlines test amended by AFA VX Letter of Agreement:
131 Virgin America Commuter Policy Clarification (2/7/2018).]
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 under
134 this Commuter Policy will be credited for any replacement reserve assignment in
135 accordance with normal reserve pay rules.

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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 pairing 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 non-
158 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 replacement
160 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 justifying
164 the absence, in which case the absence will be excused and discipline will not issue.
165 Note, the Flight Attendant will accrue points for the absence under the Inflight
166 Reliability Policy.
- 167
- 168 F. **Short Call Reserve Availability Periods:** With the implementation of the Commuter
169 Policy, an additional Short Call Reserve (SCR) reserve availability period (RAP) will be in
170 effect for the duration of this letter of agreement. The SCR RAPs will be 0300 - 1500, 0800 -
171 2000 and 1200 - 2400. All other SCR rules will remain in effect.
- 172
- 173 G. **Trial Period:** The effective date of this LOA is October 1, 2017. The provisions of this LOA
174 will remain in effect for a trial period of four (4) bid months from October 2017 through
175 January 2018, or until such time as either party gives a minimum of two full bid months'
176 notice of intent to terminate the LOA, whichever comes first. Notice of intent to terminate
177 may not be given prior to November 15, 2017. If neither party exercises their right to
178 terminate this LOA prior to the end of the trial period, then the provisions of the LOA will
179 remain in effect until the Virgin America and Alaska Airlines Flight Attendants are covered
180 under a single collective-bargaining agreement.
- 181
- 182 Example: Notice of intent to terminate given December 10, 2017, will mean that the
183 provisions of this LOA are no longer in force effective March 2, 2018.
- 184
- 185 H. **Stuff Happens Pass Sunset Clause:** If the Commuter Policy is extended beyond the four
186 (4) bid month trial period of October 2017 through January 2018 indicated in §G [Trial
187 Period] above, the Stuff Happens Pass (SHP) will be sunset beginning January 31, 2018, on
188 a go-forward basis as follows:



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

194 Agreed this 14th day of September 2017.

195
196 [Recovery Options D.4.a.iii. amended by AFA VS Letter of Agreement: Virgin America Commuter
197 Policy Clarification (2/7/2018) /jtp]

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FOR:
ASSOCIATION OF FLIGHT ATTENDANTS-
CWA, AFL-CIO

FOR:
VIRGIN AMERICA, INC.

/s/ Sara Nelson
Sara Nelson
International President

/s/ Greg Mays
Greg Mays
Vice President Labor Relations

/s/ Jeffery Peterson
Jeffery Peterson
Alaska MEC President

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

/s/ Paula Mastrangelo
Paula Mastrangelo
AFA Senior Staff Negotiator

/s/ Valerie Jenkins
Valerie Jenkins
Managing Director, Virgin America Inflight

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