

SIDELETTER OF AGREEMENT 1 2 between 3 **ALASKA AIRLINES, INC.** 4 and the 5 ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO 6 7 8 **VIRGIN AMERICA INFLIGHT TEAMMATE WORK RULES V5 AMENDMENTS** 9 10 This SIDE LETTER OF AGREEMENT is made and entered into in accordance with the 11 provisions of the Railway Labor Act (RLA), as amended, by and between ALASKA 12 AIRLINES, INC. ("Company") and the PRE-MERGER VIRGIN AMERICA (L-VX or "ALASKA 13 AIRBUS") FLIGHT ATTENDANTS IN THE SERVICE OF ALASKA AIRLINES, INC. AS 14 REPRESENTED BY THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO ("AFA" 15 or the "Association"). 16 Alaska Airbus Flight Attendants are currently working under "Virgin America InFlight 17 Teammate Work Rules v5" ("Work Rules v5") as modified by other letters of agreement 18 between the Company and the Association ("the parties"). The parties acknowledge that 19 some disparities exist between the work rules reflected in Work Rules v5 and the work 20 rules in actual practice as of the date of ratification of the AFA Alaska Airlines-Virgin 21 America Merger Agreement. 22 In order to memorialize all known work rules that were previously communicated by 23 Work Rule Amendments, InFlight Reviews or standalone email communications to all 24 Alaska Airbus Flight Attendants, the parties agree to the following amendments to Work 25 Rules v5. 26 [Note: ITL provisions are included for historical reference only. ITL was superseded by A 27 position effective June 2018.1 28 1) CABIN POSITIONING (Chapter 1.B) – To be inserted after section B 29 a) At the start of a pairing, ITMs will select the cabin position they wish to work 30 (ITM #2 or ITM #3) for the duration of the pairing based on InFlight Seniority. 31 The ITL position will be filled as defined in **SECTION C - SENIORITY** 32 REQUIREMENTS FOR WORKING AS ITL. Each ITM must remain in that 33 position throughout the duration of the pairing, unless otherwise specified in 34 SECTION C - SENIORITY REQUIREMENTS FOR WORKING AS ITL 35 b) If either ITM #2 or ITM #3 leaves the pairing, the vacated position will be filled 36 by the crewmember joining the pairing, unless otherwise specified in **SECTION** 37 C - SENIORITY REOUIREMENTS FOR WORKING AS ITL. If both ITM #2 38 and ITM#3 leave the pairing, the new crewmembers will fill the ITM #2 and ITM 39 #3 positions in accordance with Paragraph 1 above.

that Teammate



40 41 42 **Intent of Revisions:** To clarify that the cabin positions of intact crews will not be disrupted by split trip pairings except when the ITL position is affected.

a) An ITL may bid to voluntarily downgrade to ITM status between the 1<sup>st</sup> and 15<sup>th</sup>

43

## 2) ITL DOWNGRADE (Chapter 1.E.2) — Replace paragraph 2 with revised wording

# 44

46 47 48

49

45

	Date ITL Emails Bid to	Bid Month that Teamma	
ITL downgrade:			
	The table below can be used as a reference for the effective date of a voluntary		
	calendar quarter. In the interim period, the ITM will be required to bid as ITL.		
	The ITL will be downgraded to ITM status effective the first day of the next		
	day of each calendar quarter by emailing the request to his or her supervisor.		

50 51

52 53

59 60 61

62

63 64 65

67 68 69

66

74 75 76

77

Voluntarily Downgrade to ITM will Begin Bidding as ITM January 1<sup>St-</sup> 15<sup>trr</sup> **April** April 1<sup>SL</sup>-15<sup>UI</sup> July July 1<sup>SL</sup>-15<sup>UT</sup> October October 1<sup>St</sup>-15<sup>th</sup> January

**Intent of Revisions:** To clarify the dates for which an ITL may request to downgrade to bid as ITM.

## 3) RESERVE SCHEDULE ADJUSTMENTS (Chapter 5.L.1) – Revised language

a) Changes to a pairing that are made after that pairing has been assigned to a reserve ITM are not considered displacements or reassignments unless the duty period(s) changed were assigned on a Willing to Fly (WTF) day, as defined in paragraph 11 of this section. Reserve ITMs are not eligible for displacement pay protection unless the duty period(s) affected were assigned on a Willing to Fly (WTF) day in accordance with Chapter 10 - Getting Paid section E.

## 4) RESERVE SCHEDULE ADJUSTMENTS (Chapter 5.L.11) – New subparagraph c

a) A reserve ITM will be eligible for pay protection due to displacement or reassignment for duty periods assigned on WTF days in accordance with Chapter 10 – Getting Paid section E.

**Intent of Revisions:** To ensure reserves are pay protected for company modifications made to duty periods assigned on WTF days.

- 5) BUDDY BIDDING (Chapter 6.A.3) To be inserted after paragraph b
  - a) A Buddy Bid is a bid option in FLICA's Pref Bid that allows ITMs to submit requests to fly the same pairing(s) as another ITM from the same base/satellite base. More information on how to submit a Buddy Bid can be found in the Buddy Bid tutorial on FLICA.
  - b) When two ITMs submit a buddy bid, FLICA will use the junior ITM's InFlight Seniority to award pairings to the senior ITM.
  - c) When two ITMs submit a buddy bid, FLICA will lower the senior ITMs bidding seniority to match the InFlight Seniority of the junior ITM submitting the Buddy

) Alaska 78 Bid. The pairing(s) will be awarded based on the ITMs' preferences at the 79 updated seniority. 80 d) When the junior ITM is not senior enough to hold a line, there is a possibility that 81 both ITMs will be awarded a reserve line even if the senior ITM could have held a 82 line if he/she did not Buddy Bid. In this case, both ITMs will be assigned to 83 reserve and each will be required to bid for an individual reserve schedule. 84 e) ITLs do not have the ability to buddy bid with ITMs since ITL awards are run 85 separately from ITM awards. 86 **Intent of Revisions:** To clarify that when buddy bidding, it is possible that both 87 ITMs may be placed on reserve if the junior ITM cannot hold a line for that bid 88 period. 89 90 6) PAY PROTECTION FOR RESERVES (Chapter 10.E.4) — Revised paragraph (a) 91 and insert new paragraph (b) 92 a) Modifications to pairings on an RAP day do not qualify as displacements. As 93 such, these modifications are not entitled to pay protection. 94 b) Modifications made to a reserve ITM's duty periods on Willing To Fly (WTF) days 95 are eligible for pay protection. Pay protection will only apply to duty periods 96 that were assigned on WTF days, and not to duty periods that operate on 97 originally scheduled reserve days. 98 i. A Reserve ITM must request pay protection for 99 displacements/reassignments on WTF days by submitting a Crew Comment 100 on his/her Rainmaker report for the applicable date. 101 **Intent of Revisions:** To ensure reserves are pay protected for company

modifications made to duty periods assigned on WTF days.

7) CALCULATING AN ITM'S TOTAL PAY FOR BID PERIOD (Chapter 10.B.5) -New subparagraph c.

a) Pay protection for duty periods assigned while on Reserve WTF days.

**Intent of Revision:** To advise ITMs of the need to self report credits that are not automatically calculated by Rainmaker. To ensure that pay protection for Reserve WTF assignments is applied.

8) RESERVE LONGEVITY OVERRIDE STIPEND (Chapter 10.I.14) - New paragraph 14

a) Reserve Longevity Override Stipend

102

103 104

105

106

107

108

109

110 111

112

113

114

115

116

117

118

119

120

- ITMs will be eligible for a \$100 Reserve override stipend starting with the first full bid month of Reserve that takes place after successful completion of their Introductory Period, provided all of the following criteria are met:
  - (1) The teammate has been awarded a Reserve schedule for that bid month.
  - (2) The bid period does not consist entirely of paid and/or unpaid absences



**Intent of Revision:** To recognize the contributions of ITMs who could be on Reserve for extended periods of time. To compensate ITMs who voluntarily bid for Reserve when they are senior enough to hold a line.

### 9) STUFF HAPPENS PASS (Chapter 2.B.15.b)

 a) Requirements for an ITM to use his/her SHP:i) ITMs become eligible for the SHP the day after successfully completing their

Introductory Period.

Intent of Revisions: To reflect that a new ITM will become eligible to use his/her Stuff Happens Pass the day after successful completion of his/her new Introductory Period.

## **10) DISPLACEMENT AND REASSIGNMENT (Chapter 7.C.3) -** *New Section to be inserted after Paragraph (e)*

a) When CSS determines it is necessary to displace a Flight Attendant (FA) from a flight(s) prior to 1900 the calendar day prior to the pairing report time the following procedure will be used:

 Reassignment will be assigned in reverse inflight department seniority order of the Flight Attendant (FA) scheduled to work the flight at time of displacement.

ii) If CSS has a flying assignment available for the FA(s) at the time of displacement, she/he will be reassigned to that flight duty.

iii) If there is no reassignment at the time of displacement the FA(s) will be placed on DRA status and be required to call CSS between 1900-2000 (base local time) the calendar day prior to the pairing report time to be reassigned or released.

(1) CSS may place a reassignment on a FA(s) schedule at any time from the assignment of DRA up until 1900 the calendar day prior.

(2) FA(s) can also check their schedule prior and mark themselves notified in our crew tracking software of any reassignment. Once the reassignment has been acknowledged in the crew tracking software the FA(s) would not be required to call CSS.

(3) If there is no reassignment for the FA by 1900 the calendar day prior the FA will be released (DRL).

(4) If the FA is flying during the call back window stated above, they will be granted an extension. The FA must call CSS within 30 minutes of the last flight blocking in that prevented contact between 1900-2000.

iv) If there is no reassignment available, CSS will attempt to call the FA(s) and offer the displacement (DRL) in inflight department seniority order. If the FA does not return CSS call within 30 mins, CSS will then contact the next most senior FA and offer the displacement. If none of the senior FA(s) can be reached the most junior FA will be displaced.

v) CSS reserves the right to staff flight segments above minimum required crew complement. This can be due to operational need, or to provide additional service to our guests.



1. When CSS determines it is necessary to displace a Flight Attendance from a flight(s) after 2000 the calendar day prior to the pairing report time the following procedures will be used:

## 11) RESERVE USE OF OPEN TIME & TRADEBOARD (Chapter 5.L.12) - New Section to be inserted after Section 11.b

a. On their days off, Reserves will be able to ADD, DROP, TRADE, and SWAP pairings that were not assigned to them by CSS.

 Reserve Open Time & Tradeboard will begin by 2100 on the 18th of the month prior to the start of the bid month.

 c. All Reserve voluntary schedule adjustments will be governed by the rules outlined in Chapter 7.B.1 & Chapter 7.B.2.

 Additionally, a reserve voluntary request must have at least 25 hours and 30 minutes (25:30) off between the pairing and any reserve days.

 d) If a reserve ITM has fewer than 12 unpaid days off for the bid period, as a result of a voluntary schedule adjustment, his/her bid line guarantee will be increased by the actual credit value of the duty period (s) reporting on the original days (s) off.

Displacements or reassignments of a Reserve ITM's duty periods, added as a result of voluntary schedule adjustments, are eligible for pay protection. Pay protection will only apply to duty periods that were scheduled to operate on days off, and not to duty periods that operate on originally scheduled reserve days. Pay protection will be calculated in accordance with Chapter 10.

ii. A Reserve ITM must request pay protection for such displacement/reassignments on days off by submitting a 'Crew Comment' on his/her Rainmaker report for the applicable date.

e) Pairings added as such will not be eligible for premium pay unless the criteria in Chapter10.I.5 are met.

f) Absences for voluntary schedule adjustments will be compensated in accordance with the rules outlined in Chapter 10.G for reserves.

## 12) READY TO WORK – ABLE TO RETURN TO DUTY: - To replace "Calling In Well"

Flight Attendants who have called in sick for a pairing or RDP will be able to return "ready to work" as early as the calendar day after the first day of the pairing or RDP missed. When able to return "ready to work," an Flight Attendant should notify CSS as soon as possible. If the absence has been longer than six (6) consecutive calendar days, the Flight Attendant must also comply with the requirements in **Chapter 8- NON-WORK RELATED INJURIES AND ILLNESSES**.

 a) Flight Attendants can return "ready to work" in the following ways:

  Reserves can return to a RDP the calendar day after the day for which the Reserve called out. Reserves will be automatically placed back on Reserve status starting with their next RDP unless the Reserve calls and notifies CSS that they are still sick or in need of leave, or have previously notified CSS that they will be sick for multiple days.

ii) Lineholders who are ready to return to work may do so in one of two ways:



213

214

215

216

217

218

219

220

221

222

223

224

225

226

227

228

229

230

231

232

233

234

235

236

237

238

239

240

241

242

243

244

245

246

247

248

249

250

251

252

253 254

255

256

257

258 259

- (1) The Flight Attendant may add available pairings from Open Time which commence on one of the calendar days of the original pairing for which the Flight Attendant called out sick; or
- (2) The Flight Attendant may request that CSS allow the Flight Attendant to return to her/his original pairing when it comes through her/his base.
  - (a) This option is available if the pairing has been covered by a Reserve, but not available in cases in which the Flight Attendant has been replaced by a Lineholder or by a Reserve assigned to the pairing as Willing to Flv.
  - (b) To exercise this option, the Flight Attendant must notify CSS by telephone at least four (4) hours prior to the scheduled departure time for the leg to which she/he would like to return.
- iii) A Flight Attendant choosing to return to duty using this option will be paid in accordance with Chapter 10—Getting Paid
- iv) The Flight Attendant will be assessed points under the Reliability Policy for any RDPs or pairing calendar days missed due to the original callout, in accordance with CHAPTER 2— RELIABILITY POLICY AND **PERFORMANCE EXPECTATIONS** and applicable law. Lineholders will not be assessed points for any day(s) of the original pairing for which they subsequently work.
- v) This policy does not modify the current rules applicable to sick calls out-ofbase, which are set forth in **Chapter 8- NON-WORK RELATED INJURIES** AND ILLNESSES.
- b) In the case of a planned medical absence (such as surgery), InFlight Leadership, in conjunction with the People Team, may authorize a Flight Attendant to be removed from flying status for the planned absence once the Flight Attendant provides written documentation from a physician. If a Flight Attendant misses work due to injury or illness, a doctor's note may be required, but will not excuse the absence unless the Flight Attendant applies for and is approved for a leave of absence in accordance with Chapter 8- NON-**WORK RELATED INJURIES AND ILLNESSES.**
- c) Flight Attendants may not utilize travel privileges while absent from work for illness or injury without prior approval.
- d) Use of sick leave for reasons other than illness will not be tolerated. Absences which are falsely reported as 'due to illness' or which are unexplained or unapproved may result in corrective action up to and including separation of employment. Excessive absences and/or tardies will also result in corrective action, unless the absences/tardies are legally protected or otherwise excused, in accordance with CHAPTER 2— RELIABILITY POLICY AND PERFORMANCE **EXPECTATIONS.**

#### 13) LINEHOLDER BID AWARD BUFFERS

Flight Attendants will not be awarded a pairing that would cause her/him to be released from duty after 2200 base local time on her/his 6th consecutive calendar day of duty.

#### 14) **VOLUNTARY SCHEDULE ADJUSTMENT IMPORVEMENTS**



- a) Flight Attendants can submit DROP requests no less than 12 hours before the report time of the pairing to be dropped.

b) Flight Attendants can submit to ADD/PICK UP pairing without a monthly maximum credit hour limitation.

 c) Flight Attendants voluntary schedule adjustment request will not be approved if it releases after 2200 on the Flight Attendant's 6<sup>th</sup> consecutive calendar day of duty, or less than 25:30 of rest during seven (7) consecutive calendar days.

### 15) INITIAL TRAINING

 a) New Hire Trainees will be provided with;i) Training Pay - Flight Attendant Trainee in initial new hire training will be paid

\$1,400 per month. This pay will be prorated for partial months of initial training.
ii) Lodging – Starting January 1<sup>st</sup>, 2018, a Flight Attendant Trainee will be

provided a hotel room (with no more than double occupancy) while attending

new hire training.
b) After successfully completing initial training, the ITM will be eligible for the reserve guarantee described in section D. The guarantee will be prorated beginning with the day after graduation from initial new hire training, through the end of the bid period.

### 16) DEADHEAD SEAT ASSIGNMENTS

 a) Flight Attendants will be assigned a Deadhead seat assignment in the following order:

 i) Main Cabin Window or Aisle seat excludes, pre-blocked rows, Main Cabin Express, and non-reclining seats.
 ii) Main Cabin Center seat excludes, pre-blocked rows, Main Cabin Express, and

non-reclining seats.

iii) In the situation where there are no available seats to pre-assign the seat will be assigned at the gate.

b) Deadheading Flight Attendants are not required to occupy a Jumpseat but may do so voluntarily to assist with accommodating our guests.

### 17) CBT TRAINING PAY

a) Flight Attendants will be paid seventy-five (\$75.00) dollars for five (5) hours of recurrent home study. This stipend will be applied to the bid period when a flight attendant attendar recurrent ground school.

 b) Non-recurrent CBT (Distance Learning) will pay three-quarters (.75) TFP equivalent per hour, with a minimum requirement of one (1.0) TFP equivalent. On Rainmaker, the TFP equivalent will be converted to credit hours at a rate of 1.0 TFP = 0:53 credit hours.

## 18) USE OF NON-REVENUE FLIGHT ATTENDANT TO COVER STAFFING SHORTAGE

The Company may utilize a Flight Attendant who is traveling non-revenue to work any flight when circumstances at an out station present the need to delay or cancel a flight due to in-flight staffing shortage. In this situation L-VX Flight Attendants will be assigned as outlined in 10.T of the Alaska CBA.



## 19) HOTEL ROOM DURING IROPS AND CANCELLATIONS (NEW CHAPTER 7.C.2.F.)

- A) During a significant delay caused by an Irregular Operations (IROPS) situation, as defined in Chapter 7.C.2.a., a Flight Attendant will be given a shared hotel room under the following circumstances.
  - 1. The delay must be at least five (5) hours and be posted to the public.
  - 2. The offer of a hotel room is not contingent upon a Flight Attendant's domicile, meaning that that a Flight Attendant will be offered a hotel room, even if s/he is "in domicile".
- b) The criteria set forth in A. 1.-2. above do not preclude Crew Scheduling from offering a hotel room to a Flight Attendant in situations that approximate, but do not specifically meet, those criteria.
- c) If a Flight Attendant's assignment is cancelled and a Flight Attendant is put on Displaced Reassignable (DRA) status overnight, the Flight Attendant will be offered a single occupancy hotel room, even if the Flight Attendant is "in domicile".

All other provisions of the collective-bargaining agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this SIDELETTER OF AGREEMENT this 1<sup>st</sup> day of August 2018.

331	FOR:	FOR:
332	ASSOCIATION OF FLIGHT	
333	ATTENDANTS-CWA, AFL-CIO	ALASKA AIRLINES, INC.
334		
335		
336	/s/	/s/
337	Sara Nelson	Jeff Butler
338	International President	Vice President, Inflight & Call Center Svcs
339		
340		
341	/s/	/s/
3 <del>4</del> 2	Jeffrey Peterson	Elizabeth Ryan
343	Master Executive Council President	Managing Director, Labor Relations
344		
345		
346	/s/	
347	Paula Mastrangelo	
348	Senior Staff Negotiator	