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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

INTERIM IMPROVEMENTS AGREEMENT

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act (RLA), as amended, by and between ALASKA AIRLINES, INC. and VIRGIN AMERICA INC. (collectively, the “Company”) and the INFLIGHT TEAMMATES (hereinafter referred to as FLIGHT ATTENDANTS) as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (“AFA” or the “Association”).

WHEREAS, no changes would normally be made to working conditions of the Virgin America Flight Attendants prior to the parties negotiating the agreement to combine the Alaska Airlines and Virgin America Flight Attendant Group;

WHEREAS, both parties acknowledge that there exists disparity between the work rules and conditions of the Virgin America and Alaska Flight Attendants;

NOW THEREFORE, in an effort to improve working conditions for the Virgin America Flight Attendants prior to a negotiated agreement to combine the Companies’ Flight Attendant Groups, the following provisions have been agreed to and shall be effective as stipulated below:

A. Personal Electronic Device (PED) Usage Onboard the Aircraft

The Company agrees to implement the Alaska Airlines Flight Attendant PED policy for Virgin America Flight Attendants, effective as soon as practicable and upon notification by the Director of InFlight Teammates.

B. Passport Reimbursement

Effective upon signing of this Agreement

Flight Attendants are responsible for ensuring their passports remain valid, by renewing their passports in a timely manner in advance of expiration. The Company will pay for all passport renewals, including a renewal required due to a name



45 change. Flight Attendants are responsible for any other costs associated with
46 renewal, such as photographs or expedited fees. Flight Attendants should submit
47 the renewal receipt to the InFlight Base Administrator for reimbursement.
48

49 **C. Union Business**

50 *Effective upon signing of this Agreement*

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- 52 1. AFA officers will have access to the Virgin Villages for crew sits and to Flight
53 Attendant V-files in order to insert official union business materials.
 - 54 2. Virgin America will provide a storage place for AFA materials and a “touchdown
55 station” at each domicile for AFA crew sits.
 - 56 3. Virgin America will provide AFA with the equivalent to the Alaska Airlines
57 Address Report and Off-Payroll reports.
 - 58 4. Virgin America will provide AFA with the Virgin America equivalent of the AFA
59 Line Look-Up access for Virgin America LEC officers, grievance representatives
60 and Alaska MEC officers.
 - 61 5. Virgin America management will work with Alaska AFA representatives/officers
62 to obtain access to the Virgin Villages.
 - 63 6. The Virgin America AFA Local Council President will be provided 75 credit hours
64 of Company-paid flight pay loss per month.
 - 65 7. The Company will provide the AFA Local Council President with a discretionary
66 bank of Company-paid 150 credit hours per month for allocation to AFA officers
67 and members for performance of Union business. If any of this paid time is
68 granted to an Alaska AFA member, it will be allocated in the TFP equivalent.
 - 69 8. Flight Pay Loss will be paid at the appropriate pay status of the individual Flight
70 Attendant: ITL or ITM.
 - 71 9. Flight Pay Loss hours will count toward the incentive pay threshold. However,
72 Flight Pay Loss hours will not be paid at the incentive rate.
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75 **D. Walk/Waive option reduced to 16 hours from current 18 hours**

76 **Revision:** Modification of language to Work Rules - Chapter 7.C.2.e. Replace all
77 instances of 18 hours with 16 hours where applicable. Only rewritten sections
78 included.

79 *Effective Date: As soon as possible, but no later than June 1, 2017*

80 e) Duty Days In Excess of 14 Hours

81 i) no change

82 a) no change



- 83 b) An option to forgo (decline to work) an assignment that would extend an
84 ITM's duty period beyond 16 hours, in accordance, with paragraph ii, below
85 ("Walk or Waive"); and
- 86 c) no change
- 87 ii) ITMs have the choice to forgo the segment(s) of an assignment that would
88 extend his/her duty period beyond 16 hours, or remain on duty and complete
89 the pairing, according to the following "Walk or Waive" procedures:
- 90 a) If a published delay results in a projected duty day exceeding 16 hours, the
91 ITM may elect to be removed from the flight segment at the time the
92 delay is published ("Walk")
- 93 i) no change
- 94 ii) If necessary, the ITM must remain on duty to assist with boarding until
95 his/her replacement ITM has arrived, but will not be required to remain
96 on duty beyond 16 hours.
- 97 iii) no change
- 98 iv) no change
- 99 v) no change

100
101 **E. Reserves Picking up on Days Off**

102 *Effective Date: August 2017 bid month*

- 103 1. On their days off, Reserves will be able to ADD, DROP, TRADE, and SWAP pairings
104 that were not assigned to them by CSS.
- 105 2. Reserve Open Time & Tradeboard will begin by 2100 on the 18th of the month prior
106 to the start of the bid month.
- 107 3. All Reserve voluntary schedule adjustments will be governed by the provisions
108 outlined in Work Rules in Chapter 7.B.1 & Chapter 7.B.2.
- 109 a. Additionally, a reserve voluntary request must have at least 25 hours and 30
110 minutes (25:30) off between the pairing and any reserve days.
- 111 4. If a reserve ITM has fewer than 12 unpaid days off for the bid period, as a result of
112 a voluntary schedule adjustment, his/her bid line guarantee will be increased by
113 the actual credit value of the duty period (s) reporting on the original days (s) off.
- 114 a. Displacements or reassignments of a Reserve ITM's duty periods, added as
115 a result of voluntary schedule adjustments, are eligible for pay protection.



- 116 Pay protection will only apply to duty periods that were scheduled to
117 operate on days off, and not to duty periods that operate on originally
118 scheduled reserve days. Pay protection will be calculated in accordance
119 with Chapter 10.
- 120 b. Determination of which pairing(s) need to be modified or displaced, if any,
121 will be at the sole discretion of CSS.
- 122 c. A Reserve ITM must request pay protection for such
123 displacement/reassignments on days off by submitting a 'Crew Comment'
124 on his/her Rainmaker report for the applicable date.
- 125 5. Absences for voluntary schedule adjustments will be compensated in accordance
126 with the rules outlined in Chapter 10.G for reserves.

127 **F. No Red-Eye Tagging of Lineholders / Reserves**

128 *Effective Date: As soon as possible, but no later than June 1, 2017*

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- 131 a. A Flight Attendant may operate no more than two (2) flight segments, prior to
132 operating a redeye flight segment within the same duty period.
- 133 b. A Flight Attendant who operates or deadheads on a transcon flight will not be
134 tagged with a redeye flight segment unless all available reserves, including
135 Airport Ready Reserve (RRR) in the base where the flight originates have
136 been exhausted through assignment.
- 137 1. In the event that a Flight Attendant is tagged with a redeye following a
138 transcon, the Flight Attendant will receive 12 hours of rest at the
139 completion of the duty period.
- 140 c. Following a redeye flight, whether operated or deadheading, a Flight
141 Attendant will not be tagged with additional flight segments that would
142 extend their current duty period.
- 143 d. The stipulations in paragraphs 2 b and 3 c above may be voluntarily waived by
144 a Flight Attendant at any time. The stipulation in paragraph 4 a above may not
145 be waived by a Flight Attendant.

146 *Note: Redeye is defined as a flight that is originally scheduled to depart prior to*
147 *2400, and operate either into or through the hours of 0200-0459. Both time-*
148 *frames will be determined by the local departure time.*

149 *Note: Transcon is defined as a flight that has a scheduled block equal to, or*
150 *greater than five (5) hours.*

151

152 **G. Window for Swaps and Drops Reduced to 12 hours from Current 18 hours**



153 Effective Date: As soon as possible, but no later than June 1, 2017

154

155 1. SWAP: Dropping a pairing into Open Time and picking up a different pairing
156 from Open Time. SWAP requests must be submitted no less than three (3)
157 hours before the report time of the pairing to be added or twelve (12) hours
158 before the report time of the pairing to be dropped, whichever is earlier.

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160 2. DROP: Dropping a pairing into Open Time without picking up another pairing.
161 DROP requests must be submitted no less than twelve (12) hours before the
162 report time of the pairing to be dropped.

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164 **H. Virgin America Inflight Teammate Work Policies.**

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Until the effective date of a Single Collective Bargaining Agreement, Virgin America Inflight will continue to operate under the Virgin America Inflight Teammate Work Rules as modified and/or superseded by other agreements that may be entered into by AFA and Virgin America with respect to the Virgin America Inflight Teammates. Virgin America reserves the right to make changes to the Work Rules provided that the Association is given adequate notice of the proposed change and an opportunity to discuss and provide input.

172 **I. Grievance Procedure**

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The Association and the Company will continue discussions on implementing, as soon as possible, a grievance procedure to address discipline issues concerning Virgin America Flight Attendants.

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177 Agreed this 27th day of April, 2017.

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

FOR:
VIRGIN AMERICA, INC.

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/s/ Sara Nelson
Sara Nelson
International President

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

188



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190

191 /s/ Jeffrey Peterson

192 Jeffrey Peterson

193 Alaska MEC President

194

195

196 /s/ Paula Mastrangelo

197 Paula Mastrangelo

198 AFA Senior Staff Negotiator

199

/s/ Elizabeth Ryan

Elizabeth Ryan,

Managing Director, Labor Relations

/s/ Valerie Jenkins

Valerie Jenkins

Director, Inflight Teammates