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**LETTER OF AGREEMENT
by and 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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**AVIATION SAFETY ACTION PROGRAM (ASAP) ADDITIONAL
PROVISIONS**

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17 This Letter of Agreement is made and entered into in accordance with the provisions of
18 Title II of the Railway Labor Act, as amended, and pursuant to Agreements reached by
19 and between Virgin America, Inc. ("Company") and the Inflight Teammates in the
20 service of Virgin America, Inc., as represented by the Association of Flight Attendants-
21 CWA, AFL-CIO ("Association").

22
23 WHEREAS, the Company and the Association are mutually committed to a voluntary,
24 cooperative, remedial and non-punitive approach to air safety, and

25
26 WHEREAS, to that end, the Company and the Association desire to participate in the
27 Federal Aviation Administration's Aviation Safety Action Program (ASAP),

28
29 WHEREAS, the Company and the Association share the goal of operating with the
30 highest degree of safety and agree that the ASAP contributes to that goal, and

31
32 NOW, THEREFORE, it is mutually agreed by and between the parties to this Letter of
33 Agreement that:

- 34
35 A. The Company and the Association will participate in the ASAP program, attached
36 hereto.
37
38 B. The Company will compensate the AFA ASAP representative for time spent in
39 participation in ASAP activities, including but not limited to attending ERC
40 meetings, attending ASAP trainings or other ASAP events. Such compensation
41 will be as follows:
42
43 1. For approved work throughout the month, the AFA ASAP representative
44 will track her/his hours and submit them at the end of the month. Those
45 hours will be summed and paid at the rate of three-quarters (.75) credit



- 46 hour/hour rounded to the nearest credit minute. Any Company Meeting
47 the AFA ASAP representative attends during the month will be included in
48 the "tracking process" and paid according to the paragraph below, at no
49 less than four (4.0) credit hours per meeting.
50
- 51 2. Company meetings will be paid at a minimum of four (4.0) credit hours. A
52 "Company meeting" will be any work performed at a location stipulated
53 by the Company (e.g. Company premises, airports, locations in relation to
54 special projects, etc.). For the convenience of the parties, conference
55 calls may be scheduled in lieu of a physical meeting and will be
56 considered a "Company meeting" for the purposes of this provision.
57
- 58 3. The AFA ASAP representative attending a "Company meeting" at the
59 request of the Company will be compensated for flight travel based upon
60 the actual schedule block hour credit value of the most direct AAG route
61 from their domicile to and from the location of the meeting. Additionally,
62 the AFA ASAP Representative will be compensated three-quarters (.75)
63 credit hour per hour for the actual meeting time, or four (4.0) credit
64 hours, whichever is greater.
65
- 66 4. If a "Company meeting" is cancelled by the Company with seven (7) or
67 fewer days' notice, the AFA ASAP representative will be pay protected for
68 the meeting. If notice of cancellation is given more than seven (7) days
69 prior or if cancellation is by mutual agreement of the parties, there will be
70 no pay protection.
71
- 72 C. The Company will cover the travel costs associated with any ASAP activities,
73 including but not limited to positive space transportation and any necessary hotel
74 accommodations and meals.
75
- 76 D. It is further understood by the parties that the Company or the Association may
77 terminate the program at any time for any reason.
78
- 79 E. NASA ASRS Reporting
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- 81 Voluntary participation in the ASAP program also guarantees participation in the
82 NASA Aviation Safety Reporting System (ASRS), as described in FAA Advisory
83 Circular 00-46, as amended. Upon receipt of an ASAP report from a Flight
84 Attendant the ASAP Manager will immediately forward a copy of the report to
85 NASA for inclusion in ASRS. The ASAP Manager assumes the responsibility of
86 fulfilling the ten-day ASRS reporting requirement on all reports that meet the
87 ASAP 24 hour reporting deadline.
88
- 89 F. ASAP Reports
90

91 The Company and the Association agree that information gathered in the course
92 of Flight Attendant participation in ASAP will be shared with the Association of
93 Flight Attendants – CWA.
94

95 If a Flight Attendant submits a report to ASAP that does not involve a safety
96 concern or possible FAR violation that would be more appropriately handled by
97 another specific company department, then that report shall be returned to the
98 individual without entering it into the ASAP program. However, this action
99 requires the unanimous consensus of the ERC. If subsequent investigation
100 reveals evidence of a possible FAR violation and the original submission meets
101 program acceptance criteria, the individual retains ASAP submission status.
102

103 If the ERC determines that the investigation performed by the Company’s Safety
104 Department is incomplete in any respect, it will conduct further investigation of
105 any matter before it.
106

107 The ERC will have sole discretion to determine what constitutes “extraordinary
108 circumstances” for the purpose of accepting non-sole source reports.
109

110 **G. ASAP and Discipline**
111

112 All employees are encouraged to report any event or observation they feel
113 identifies a potential safety hazard. One of the key ingredients to reporting is an
114 incentive for individuals to report these events so that appropriate risk
115 identification and hazard correction is done. Flight Attendants participating in
116 the ASAP program, whether reporting or non-reporting as defined in the ASAP
117 Memorandum of Understanding (MOU), will not be subject to disciplinary actions.
118 Additionally, accepted non-sole source reports shall also not be subject to
119 disciplinary actions. Neither the written ASAP report nor the content of the
120 written ASAP report will be used to initiate or support any company disciplinary
121 action.
122

123 Each and every corrective action, coaching/skill enhancement session
124 recommended by the ERC shall be treated as a learning tool for the flight
125 attendant and these recommended coaching/skill enhancement sessions shall not
126 be considered a test or check of skills relevant to a pass/fail criteria or outcome.
127

128 **H. Conversations or Interviews**
129

130 The Company and the Association agree that any conversations or interviews
131 prior to acceptance of an ASAP report and any written contents or interviews
132 conducted that are relevant to such ASAP report will not be used in disciplinary
133 actions.
134

135 **I. Program Implementation**
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137 The Company and Association will develop a timeline for implementation of the
138 ASAP program for Virgin America Flight Attendants. Program implementation will
139 include required computer based training (CBT) for each Flight Attendant. The
140 content of the CBT will be jointly developed by the Company and the Association.
141

142 J. Sunset Provision

143
144 At such time that Virgin America and Alaska Airlines Flight Attendants are
145 covered by the same collective bargaining agreement, any ASAP reports
146 submitted thereafter will be done so under the Alaska Airlines ASAP program.
147

148 The Virgin America ERC will continue to meet and continue investigate all reports
149 submitted under the Virgin America ASAP program until all such reports have
150 been closed. At that time, the Virgin America ERC will be dissolved and this
151 Letter of Agreement will terminate.
152

153 IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 3rd
154 day of October 2017.

155
156 FOR:
157 ASSOCIATION OF FLIGHT
158 ATTENDANTS-CWA, AFL-CIO

FOR:
VIRGIN AMERICA, INC.

159
160
161 /s/ _____
162 Sara Nelson
163 International President

161 /s/ _____
162 Jeff Butler
163 Vice President, Inflight & Call Centers

164
165
166 /s/ _____
167 Jeffrey Peterson
168 Master Executive Council President

166 /s/ _____
167 Elizabeth Ryan
168 Managing Director, Labor Relations

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