

**LETTER OF AGREEMENT****by and between****ALASKA AIRLINES, INC.****and the****ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

---

**LEGACY VIRGIN AMERICA FLIGHT ATTENDANT TRANSITION AGREEMENT 2018**

---

This Letter of Agreement is made between Alaska Airlines, Inc. ("Company") and the Flight Attendants in the service of Alaska Airlines, Inc., as represented by the Association of Flight Attendants-CWA, AFL-CIO ("Association").

WHEREAS, the Company is in the process of executing a merger of Legacy Virgin America Airlines ("L-VX") Flight Attendants with the Legacy Alaska Airline's ("L-AS") Flight Attendant work group which requires a negotiated transition and merger agreement with the Association;

WHEREAS, the Company and the Association have negotiated a Joint Collective Bargaining Agreement ("JCBA") during the Virgin America and Alaska Airlines merger negotiations which requires temporary transitional provisions for the L-VX Flight Attendants;

WHEREAS, the Company and the Association have negotiated transition provisions that will pertain to the L-VX Flight Attendants and that are not related to the JCBA;

NOW, THEREFORE, the parties agree:

---

**I. LETTER OF AGREEMENT DEFINITIONS**

---

**DOR (Date of Ratification):** The date of the ballot count of the AFA Alaska Airlines-Virgin America Merger Agreement ("Merger Agreement") affirming that the Merger Agreement and related Agreements have been ratified.

**L-AS ("Legacy" Alaska Airlines):** Refers to all Flight Attendants who were Alaska Airlines Flight Attendants prior to January 11, 2018 or who were hired into the "AS Boeing partition".

**L-VX ("Legacy" Virgin America):** Refers to all Flight Attendants who were either hired by Virgin America Airlines or hired into the "AS Airbus partition".

**JCBA (Joint Collective Bargaining Agreement):** JCBA effective DOR through December 17, 2021

**ITL (Inflight Team Leader):** Inflight Team Leader

**JCTE (Jeppesen Crew Tracking Enterprise):** The date upon which all L-AS and L-VX Flight Attendants are integrated into the JCTE software platform and combined on all pay, scheduling, and crew tracking systems.

**Full Integration:** The first day of the bid month in which L-AS and L-VX Flight Attendants fly together as integrated crew members and all provisions of the JCBA will apply to L-VX Flight Attendants.

**Work Rules:** Virgin America Work Rules v.5, as amended.

**Playbook:** Virgin America Interim Playbook 2017, as amended.

**L-VX JCBA Implementation Timetable Letter of Agreement:** Spreadsheet table which indicates each provision in the JCBA and the date upon which it applies to the L-VX Flight Attendants.

## II. L-VX FLIGHT ATTENDANTS TRANSITIONING ONTO THE L-AS JCBA

The below JCBA provisions will apply to the L-VX Flight Attendants as provided below during the transition period prior to Full Integration. Unless a JCBA provision is noted as being effective at DOR, the applicable Work Rule provision(s) will apply to the L-VX Flight Attendant until the indicated effective date of the JCBA provision(s). The implementation effective dates of the JCBA provisions are noted below and in the L-VX JCBA Implementation Timetable. At Full Integration, all provisions of the JCBA will apply to the L-VX Flight Attendants except for the 480 provisions outlined in "480 Provisions in the JCBA and their Applications to L-VX FAs" below.

### L-VX JCBA Implementation Timetable

The L-VX JCBA Implementation Timetable indicates the effective date of each provision of the JCBA and the date or operational milestone on which the provision will apply to the L-VX Flight Attendants. The Implementation Timetable is contained in the AFA Alaska Airlines-Virgin America Merger Agreement.

### 480 Provisions in the JCBA and their Applications to L-VX FAs

A. All 480 provisions will not affect any benefits for L-VX Flight Attendants until the calendar year commencing on January 1, 2021. The 480 qualification period will commence on January 1, 2020, for application beginning January 1, 2021, and will be in accordance with the JCBA for all applications listed below in the JCBA:

1. Section 13.D.6. Uniforms

2. Section 16.L.4. Vacation
3. Section 23.B.1–4. Eligibility for Insurance
4. Section 32.G.4. Attendance

#### 32 Addendum #26 – Record Improvement

### **Section 7: Probation**

- A. No L-VX Flight Attendant will have her or his probationary period modified except as provided for in 7.A. of the JCBA.
- B. A L-VX Flight Attendant on probation as of DOR will not be held to the requirement as outlined in 7.G. of the JCBA.

### **Section 9: Junior Available and Premium Open Time**

- A. Section 9.E.2.  
Premium Open Time will apply DOR. The Company may assign a premium of one and one-half times (1.5x) pay based on the provisions in the Work Rules.

### **Section 11: Reserve**

- A. Reserve Premium
  1. Section 11.G.2. will apply in the following application:
    - a. The Company will do a “lookback” to January 1, 2018, in order to calculate the compensation a Reserve would have made under the following provisions:
      - i. Reserve Premium of two dollars and eighty-three cents (\$2.83) (TFP conversion equivalent) per block hour flown as a Reserve.
      - ii. One-hundred dollars (\$100.00) Reserve Longevity Stipend provided for in the Work Rules.
    - b. A Reserve will receive the greater of what s/he would have earned under the Reserve Premium or the Reserve Longevity Stipend on a month-by-month basis retroactively.
    - c. Effective DOR, the Company will do the calculation in 1.a., above and the Reserve will receive the greater of either the Reserve Premium or the Reserve Longevity Stipend on a month-by-month basis until Full Implementation.
    - d. The Reserve Premium will be paid to any Flight Attendant who has flown block hours on a day of reserve availability.
- B. Reserve Compensation
  1. Effective DOR, Section 11.G.1. will apply in the following application:
    - a. A Reserve’s minimum guarantee will be four and three-tenths (4.3) block hours per day of reserve availability multiplied by the number of reserve days per month.

**Section 13: Uniforms**

- A. All provisions of Section 13: Uniforms of the Alaska JCBA will apply at DOR except for provisions 13.B. and D. of Section 13 [Uniforms].
- B. The Company will provide, at no charge to the Flight Attendant, all initial transition uniform pieces for the L-VX Flight Attendants including luggage, if required.
- C. The \$200.00 annual stipend the L-VX Flight Attendants currently receive will remain in effect until the implementation of the Alaska "Luly Yang" Flight Attendant uniform. At such time, the provisions of 13.B. and 13.D. of the JCBA will apply.
- D. The monthly \$30.00 dry-cleaning stipend will remain in effect for L-VX Flight Attendants until the implementation of the Alaska "Luly Yang" Flight Attendant Uniform.
- E. State of Alaska Flying: If L-VX Flight Attendants perform any flying into or within the state of Alaska, the Company will provide the outerwear appropriate for the climate in accordance with the L-AS Flight Attendant Manual (FAM).
- F. The L-VX Flight Attendant red dress uniform piece may be turned in to the Company in exchange for uniform credit. The Flight Attendant will be credited \$100.00 per dress, maximum of two (2), and may use that credit to purchase other uniform pieces through the uniform vendor.

**Section 14: Vacations**

- A. For the 2019 vacation bid, L-VX Flight Attendants will bid in October, 2018, for vacation in 2019 in accordance with the Work Rules. They will accrue for vacation used in 2019 in accordance with the Work Rules. Only L-VX Flight Attendants will participate in that vacation bid.
- B. In order to align the L-VX Flight Attendants with the JCBA vacation provisions, L-VX Flight Attendants will also accrue vacation for use in 2020 in accordance with Section 14.A. of the JCBA Vacation Accrual Schedule during the 2019 calendar year.
- C. Effective for vacation in 2020, L-VX and L-AS Flight Attendants will participate in a combined vacation bid in October, 2019.

**Section 15: Leaves of Absence**

- A. The provisions of Section 15 of the JCBA, including maternity extension per 15.D.6. of the JCBA will apply to all L-VX Flight Attendants effective DOR except as provided below.
  - 1. The below provision of the JCBA will apply at JCTE:
    - a. Section 15.I. Return to Work Following A Leave of Absence.
  - 2. The below provisions of the JCBA will apply at Full Integration:
    - a. Section 15.C. Medical Leave of Absence

b. Section 15.K. Short Term Disability

c. Section 15.M. Leaves With Coordination of Sick Leave or Vacation/Longevity PTO

d. Section 15.O. Workers' Compensation

3. The L-VX Leaves of Absence provisions governing Medical Leave of Absence, Short Term Disability and Workers' Compensation of the Work Rules will apply to L-VX Flight Attendants until Full Integration. The L-VX provisions governing a Flight Attendant's return from a leave will be in effect until JCTE.

B. The continuous period calculation for the provisions of 15.C.2. will commence on DOR for L-VX Flight Attendants. Any L-VX Flight Attendant on a medical leave of absence at DOR will not have any time spent on a medical leave prior to DOR added into the calculation of 15.C.2..

C. FMLA: At DOR, the standard for FMLA qualification used for the L-AS Flight Attendants will be applied retroactively to all L-VX Flight Attendant. The Company shall complete a twelve (12) month "lookback" effective DOR to determine if L-VX Flight Attendants qualify for FMLA.

D. Any L-VX Flight Attendants on a medical, maternity or extended maternity leave of absence prior to Full Integration will maintain their eligibility for insurance benefits at the active employee contribution rate for the duration of the leave until after Full Integration at which time they will be subject to the full provisions of the JCBA.

## Section 16: Sick Leave

Effective upon Full Integration, Sick Leave banks will be established for all L-VX Flight Attendants and each L-VX Flight Attendant will continue to accrue Sick Leave in accordance with the provisions below.

A. Creating a Sick Leave Bank for PeopleSoft Administrative Purposes

The Company will use the L-VX Flight Attendant Catastrophic Sick Leave Bank balance to populate an accrual bank for use during an approved Medical Leave of Absence. Beginning January 1, 2018, each day already accrued will be converted to three and one-half (3.5) hours and Flight Attendants will accrue one and three-quarters (1.75) hours of Catastrophic Sick Leave per month (0.875 hour per pay period) up to a cap of one-hundred and five (105) hours.

B. Remaining on L-VX Sick Leave Policy through Implementation of Full Integration

1. Notwithstanding the creation of the Sick Leave Bank in A., above, L-VX Flight Attendants will remain under the L-VX Sick Leave Policy as outlined in the Work Rules. No Sick Leave usage will be deducted from a Flight Attendant's PeopleSoft Sick Leave Banks except for Catastrophic Sick Leave used while on a Medical Leave of Absence.

2. Sick calls not related to Medical Leaves of Absences will not be debited from the above PeopleSoft sick leave bank and will be paid in accordance with the Work Rules.

C. Establish Final Sick Leave Bank Balance at Full Integration

Each L-VX Flight Attendant's "Alaska Airlines Sick Leave Bank balance" will be calculated on the first day of the bid month following the implementation of JCTE. The below method will be followed to establish each individual Flight Attendant's Sick Leave Bank.

1. The Company will do a "lookback" for each L-VX Flight Attendant and calculate the following:
  - a. Career-total credit hours paid up through implementation of JCTE minus any paid Sick Leave credit, calculated in 1.b. below, to mirror the Alaska practice of not accruing Sick Leave on paid Sick Leave.
  - b. Career-total credit hours paid in Sick Leave through implementation of JCTE. Vacation utilized as Sick Leave will not be included in this calculation.
2. Each L-VX Flight Attendant's final individual Sick Leave Bank balance will be determined using the below calculation:
  - a. The total possible Sick Leave Bank balance will be determined by calculating ten percent (10%) of the career-total credit hours paid, plus six and two-tenths (6.2) block hours (equivalent of seven (7) TFP) for any month on a leave of absence, minus any Sick Leave hours paid as determined in C.1.a., above.
  - b. The actual Sick Leave Bank balance will be determined by taking the total possible Sick Leave bank balance in C.2.a., above, and subtracting the career-total Sick Leave credit hours paid in C.1.b., above.
  - c. Any hours remaining in a L-VX Flight Attendant's Catastrophic Sick Leave Bank (converted at three and one-half (3.5) hours per day) in PeopleSoft will be added to the balance in C.2.b., above.
  - d. All hours in the bank balance in C.2.c., above, will be converted to TFP using one and thirteen-tenths (1.13) TFP/Block Hour. This TFP balance will be the L-VX Flight Attendant's new Sick Leave Bank for the purposes of the Alaska Sick Leave Policy, JCBA, Section 16, subject to II.D., below.
- D. Effective upon Full Integration, L-VX Flight Attendants will no longer be under the Sick Leave Program outlined in the Work Rules. They will be subject to the Section 16: Sick Leave Provisions in the JCBA.

# E. Sick Leave Bank Calculation Schematic

**Total Hours Paid** = Total Career Credit Hours paid

**Total Sick Hours Used** = Total Career Sick Leave Hours paid (not including vacation)

**(10 % Total Hours Paid + 6.2 hours per month on LOA) - Total Sick Hours Used =**

**Total Accrued Sick Leave**

**Total Accrued Sick Leave + Catastrophic Hours =**

**Final Sick Leave Alaska Bank Balance in Hours**

**Final Sick Leave Alaska Bank Balance in Hours x 1.13 TFP =**

**Final Sick Leave Balance in TFP**

## Section 21: Compensation

A. The JCBA Rates of Pay will apply, as amended by the "VX Red Circle" Letter of Agreement, on DOR. The Rates of Pay will be retroactive to January 1, 2018.

B. Section 21.G. "A" Pay

"A" Pay will apply in accordance with the ITL Transition Provision Below.

C. Section 21.H. Holiday Pay: Holiday Pay Premium of two times (2x) block will apply effective DOR, and retroactively to January 1, 2018, to include the New Year's Day Holiday.

D. Section 21.J.2. Actual Flight Time Exceeding Scheduled Flight Time

**[Change: On 3.24.18, AFA and management agreed that Block or Better will be retroactive to 1.1.18]**

1. Effective DOR, L-VX Flight Attendants will be paid the greater of actual or scheduled block time on a segment-by-segment basis.

2. The greater of actual or scheduled block time on a segment-by-segment basis will be calculated for the flights worked by individual L-VX Flight Attendants **retroactive to the first day of the bid month of DOR**. The difference in compensation calculated under 21.J.2. and that paid under the Virgin America Inflight Work Rules calculating monthly scheduled and actual duration will be paid to the L-VX Flight Attendant.

E. Section 21.L. Deadhead Pay



Effective DOR, any Flight Attendant who deadheads on a flight at the Company's request will receive one-hundred percent (100%) block hour credit for pay purposes. This provision will be retroactive to the first day of the bid month of DOR.

F. Section 21.R. Productivity Premium Program (formerly QPP): L-VX Flight Attendants will remain on the Incentive Pay provision outlined in the Work Rules until Full Integration.

G. Section 21.T. The below Sit Time provisions will apply effective DOR:

1. Section 21.T.1. Scheduled or actual ground time in excess of two (2) hours between flights in the same duty period will be paid an additional one (1) ~~block hour~~ TFP equivalent (fifty-three block-minutes (0:53)). Sit pay will also apply to first flight of the day if there is an actual delay in excess of two (2) hours prior to the departure of the first flight of the day.

2. Section 21.T.3. Sit Pay will be paid above a Reserve's guarantee.

3. Section 21.T.4. Sick Leave, pay protection and/or premium pay will not be paid on Sit Pay.

## Section 22: Expenses

A. 22.A. Per Diem. Effective DOR, per diem will be two dollars and fifty cents (\$2.50) per hour away from domicile. This per diem rate will be retroactive to January 1, 2018.

## Section 26: Association Security

A. The monthly Association dues obligation outlined in Section 26: Association Security will apply to L-VX Flight Attendants effective on the third full month following DOR.

## Section 28: Domiciles

B. Section 28.A.9. [Voluntary temporary base trade (swap)] will apply to L-VX Flight Attendants effective DOR. However, L-VX Flight Attendants may only swap domiciles with other L-VX Flight Attendants.

C. Section 14.L. allowing Flight Attendants to carry their awarded vacation with them during the term of the base swap will apply for the duration of the base swap.

## Section 29: Profit Sharing and Retirement

A. 401(k) Company Match

1. L-VX Flight Attendants will be transitioned over to the L-AS 401(k) Plan with the seven and one-half percent (7.5%) Company Match effective DOR plus three (3) months.

## Section 30: Training: Boeing Transition Training

A. Bidding for Classroom Training



1. All active Flight Attendants will bid electronically for training dates.
2. Transaction training will take place from July 2018 thru October 2018.
3. The training date will be bid on a monthly basis.
4. Bidding will open by 2000 SFO time on the twenty-first (21<sup>st</sup>) calendar day of the month prior and will close at 0900 SFO time on the twenty-seventh (27<sup>th</sup>) calendar day of the month prior.
5. Training will be awarded in inflight base seniority order. If training is not offered in a Flight Attendant's domicile, training will be awarded in accordance with §30.A.3.d of the CBA.
6. If not enough Flight Attendants bid for the available training events per month, FLICA will assign events in reverse seniority order so all events are filled to capacity.
7. FLICA will not award a training event that conflicts with a pre-planned absences (vacation, recurrent training, etc.)
8. Students enrolled in Initial Training classes will be awarded training in the following ways:
  - a. Will be included in the next monthly transition training bid; or
  - b. Awarded any remaining training dates in the published month so as not to violate seniority of any other Flight Attendant.

B. Trading of Training

1. After training dates are awarded, Flight Attendants may trade their dates using FLICA with another Flight Attendant from the same base, and only with Flight Attendants who are scheduled to attend during the same month.
2. Transition Training trading will open by 2000 SFO time on the twenty-eighth (28<sup>th</sup>) of the month prior. The trade needs to be submitted no later than seven (7) calendar days prior to the training class date.
3. To submit a Transition Training Trade:
  - a. From FLICA, go to the "Transition Trades" folder; click "submit or view requests"
  - b. At the top of the next screen, click the "Other" button
  - c. Type a brief text request that must include all of the following information:
    - i. The date of your scheduled Transition Training;
    - ii. The date you want to trade to (i.e., the date the other teammate was scheduled for);
    - iii. The ID # of the Flight Attendant with whom you are trading.
  - d. Click to submit request.
4. Both Flight Attendants must submit requests in FLICA for the trade to be approved. Flight Attendants may trade their vacation on top of previously awarded training dates subject to vacation trading deadlines. If such transaction is completed, the Flight Attendant is still required to attend training. The Flight Attendant will be paid for both vacation and training on any overlapping days.

**Section 32 – Attendance Policy**

- A. L-VX Flight Attendants will transition to the Attendance Policy program contained in Section 32: Attendance Policy of the JCBA upon Full Integration.
- B. Each L-VX Flight Attendant's points balance from the L-VX Reliability Program will transfer to the Alaska Section 32: Attendance Policy program and those provisions will be effective upon Full Integration.
- C. Prior to the balances transferring to the Alaska Attendance Policy program, the Company will review all accounts to ensure that the following has been accomplished:
  - 1. All points associated with a FMLA sick call will be removed.
  - 2. All points which would expire under the L-VX Reliability Program by the date of transfer to the L-AS system will be removed.
- D. Effective with date of the transition, all L-VX Flight Attendants will receive a credit of two (2) attendance points applied to their point balance, which may result in up to two (2) bank point.
- E. After the transition to the L-AS Policy, any points assessed to a L-VX Flight Attendant under the L-VX Reliability Program will be removed twelve (12) months from their accrual date(s). This will be accomplished any time a Flight Attendant is subject to any Attendance Policy Disciplinary Action. The Performance Supervisor will review the Flight Attendant's attendance record and remove any points twelve (12) months or older assessed under the L-VX Reliability Program prior to taking disciplinary action. Points assessed under the L-AS Policy will be governed by the roll-off provision contained in that policy.

320

## Section 32: Attendance Policy Points System

<u>Occurrences</u>	<u>Points Assigned</u>	<u>Reference</u>
No Show	3	C.1.
<u>Late</u> Report	1	C.2.
Reported Illness or Sick Leave On-Line Using Quarterly Point Reduction	0	C.3.
Reported Illness or Sick Leave On-Line after or without Using Quarterly Point Reduction.	½ point per day or partial day on the sick list, with a maximum of 2½ points per single continuous occurrence.	C.4. and C.8.
Short Sick Call	2½	C.5.
Sick Leave On-Line After Scheduled Check-In	Additional ½ point to Sick Leave On-Line	C.6.
Sick Leave On-Line	½ point per day or partial day on the sick list, with a maximum of 2 ½ points per single continuous occurrence (unless reduced by Quarterly Point Reduction)	C.7. and C.8.
Might Be Late (M.B.L.) - When FA does not scan-in and reports to gate, or scan-in is more than 5 mins after scheduled report time	½	C.9.
M.B.L. - When scan-in is before scheduled report time or within the 5 min grace period	0	C.9.
Failure to Report to Training Class	1	C.10.
JA with a doctor's note	0	C.12.
JA without a doctor's note	½ point per with a maximum of 2½ points per single continuous	C.12.
Management Drop	½ per day	C.14.
Unavailable for Contact	1 ½	C.15.
Late Arrival to an Aircraft	0 (performance issue)	C.16.

321

### **Section 33 – Charter Compensation**

2. Section 33.C.1. Charter Pay of two times (2x) block credit will apply at DOR to any charter trip.

### **Section 34 – Hotels**

Section A.1. and A.2. effective DOR all newly sourced hotels will be required to meet these provisions. Effective upon Full Implementation, all existing hotels must meet the provided standards.

## **III. L-VX INTEGRATION TRANSITION ISSUES – NOT ADDRESSED IN THE JCBA**

The below provisions, which are not contained in the JCBA, will apply to the L-VX Flight Attendants on the effective dates indicated and as provided below during the transition period and prior to Full Integration.

### **Maintaining L-VX and L-AS Partition**

#### **A. Separation of Groups**

Until Full Integration, the Company will maintain separate flight operations with regard to L-VX and L-AS Flight Attendants. During this period of separate operations, the Company shall provide the following protections:

1. The Company will not utilize in its flight operations of one partition, a Flight Attendant from the other partition
2. No Flight Attendant of either L-VX or L-AS shall fly as a crewmember on an aircraft in the fleet of the other partition. The "Fleet" of each airline shall be defined to include all aircraft in the service of or stored by the pre-merger airline, or on order or option by the airline, as of April 1, 2016. In addition, L-VX Flight Attendants will not fly on Boeing aircraft and L-AS Flight Attendants will not fly on Airbus aircraft except for purposes of Transition Training and deadheading.
3. The Company will not open a new Flight Attendant domicile in any location in which either Alaska Airlines or Virgin America had an existing Flight Attendant domicile as of January 1, 2018.

### **Operational Assignment**

- A. In the event a L-VX Flight Attendant is operationally assigned per the Work Rules in Chapter 7, Section C.4., the premium of 10.G.5.b. [\$10 per block hour of the trip operationally assigned] will be changed to the provision below.

- B. Effective DOR, any L-VX Flight Attendant operationally assigned a trip will be paid one and a half times (1.5x) the value of the trip in block hours.

## Seniority

- A. Seniority for Flight Attendants in L-VX Inflight supervisor or other non-flying duty positions directly related to the Flight Attendant duties at DOR will have their seniority addressed as follows:

1. If her/his service as a L-VX Inflight supervisor or other non-flying duty positions directly related to the Flight Attendant duties was longer than or equal to h/his service as a L-VX Flight Attendant, s/he will continue to retain, but not accrue seniority.
2. If her/his service as a L-VX Inflight supervisor or other non-flying duty positions directly related to the Flight Attendant duties was less than her/his service as a L-VX Flight Attendant, then s/he will continue to accrue seniority until such time her/his total tenure as a supervisor or other non-flying duty positions directly related to the Flight Attendant duties (L-VX and AS) is equal to her or his service as a L-VX Flight Attendant, at which point s/he will retain but not accrue seniority.

**Example:** A L-VX Inflight supervisor accrued three (3) years as a L-VX Flight Attendant and has been a L-VX Inflight supervisor for two (2) years. At DOR s/he may only accrue seniority for one (1) more year. S/he may then retain that seniority, but s/he will no longer accrue unless s/he transfers back as an active Flight Attendant.

3. Under no circumstance will a L-VX Inflight supervisor or other non-flying duty positions directly related to the Flight Attendant duties have her/his seniority accrual negatively adjusted at DOR.

**Example:** A L-VX Inflight supervisor accrued three (3) years as a L-VX Flight Attendant and has been a L-VX Inflight supervisor for seven (7) years. At DOR s/he will retain the ten (10) years of seniority but no longer accrue seniority unless s/he transfers back as an active Flight Attendant.

4. For the limited purposes of this seniority integration agreement, "L-VX Inflight supervisor or other non-flying duty positions directly related to Flight Attendant Duties" will include Catering, Inflight Policy and Procedures and Flight Attendant Training management. The inclusion of the above positions will remain in effect provided that they continue to report to the Inflight division following full operational integration.

- B. Seniority protocol for L-VX employees holding a seniority number on the certified Integrated List (ISL) who are neither L-VX Flight Attendants nor hold L-VX Inflight supervisory or other non-flying duty positions directly related to the Flight Attendant duties.

1. L-VX employees holding a position on the certified Integrated Seniority List (ISL) who are not Flight Attendants at DOR and who are not L-VX Inflight supervisors or who hold other non-flying duty positions directly related to Flight Attendant duties will have six (6) months from DOR to transfer back as an active Flight Attendant or to an Inflight supervisory or other non-flying duty position directly related to Flight Attendant duties; otherwise s/he will be removed from the seniority list. S/he will be subject to the provisions of A.1-3., above, during this six (6) month period.
- C. Respecting the partitions between L-AS and L-VX prior to Full Implementation
  1. A L-AS Flight Attendant may not transfer into the L-VX partition to occupy a L-VX Flight Attendant position. Likewise, a L-VX Flight Attendant may not transfer into the L-AS partition to occupy a L-AS Flight Attendant position.
  2. A L-VX employee on the L-VX Flight Attendant Seniority List who works in the capacity of a Flight Attendant, manager, supervisor or individual involved in Flight Attendant duties as described in A., above, may transfer to a non-Flight Attendant position described in A., above, on the L-AS partition and remain on the L-VX seniority list in accordance with this section. That individual may transfer back into the L-VX partition as a Flight Attendant.

#### **Ability to Trade Trips Below Seventy (70) Block Hours**

- A. *Effective DOR, the Work Rules Chapter 7.B.2.d.iii. will be amended as indicated below:*
  - d. *A request will not be approved if it would result in any of the following:*
    - i. *A violation of any FAR.*
    - ii. *A violation of any InFlight Work Rule.*
    - iii. *A projected credit of less than 70 hours ~~or more than 135 hours~~ for the bid period.*  
*However, Flight Attendants may trade trips with other Flight Attendant (Lineholders, and reserves on their days off and within the established parameters) such that her/his projected credit is less than 70 hours. However, Flight Attendants may not initiate a trade which would put their projected credit below fifty (50) hours.*
- B. *Chapter 9.C.2.a.ii. will be amended as indicated below:*
  2. **SCHEDULING PERSONAL DAYS:**
    - ii. *An ITM Flight Attendant may ask to use a personal day on a scheduled day off, by submitting the request via FLICA before the last day of the bid period.*
      - a. *An ITM who adds a personal day to a scheduled day off after the bid has been awarded may have the personal day returned to his/her bank by emailing ~~ecc.stp@virginamerica.com~~ vxocc.inflight@alaskaair.com provided that all of the following conditions are met:*
        - i. *The date the personal day was placed on has not yet passed.*

ii. The teammate will maintain at least ~~70~~ 50 hours of credit upon removal of the personal day.

### C. Appendix K: Glossary Definitions

#### APPENDIX K: GLOSSARY

**Minimum Monthly Credit Requirement** – The minimum credit value an ITM must maintain within the bid month, as set by the Manager of CSS and InFlight Leadership. The Minimum Monthly Credit Requirement is ~~70~~ 50 hours within a bid period. Trades, drops, or swaps that drop an ITM below the Minimum Monthly Credit Requirement will not be approved.

#### Personal Day Cash-Out

Any accrued and unused Personal Days will be paid out as of JCTE at a rate of three and one-half (3.5) block hours per day. Until JCTE, Flight Attendants will continue to accrue Personal Days in accordance with the Playbook.

#### Show/No Go

If a Flight Attendant reports to the airport and his/her flight assignment is cancelled, then s/he will be paid "show/no go" pay valued at ~~three and thirty-nine hundredths (3.39) block hours~~ two hours and thirty-nine minutes (2:39). Such compensation shall be paid toward the guarantee and shall be in addition to any other compensation for the cancelled assignment.

#### JCTE Cutover

- A. In order to facilitate the addition of the L-VX Flight Attendants onto JCTE for purposes of Full Integration. The month prior to Full Implementation shall be referred to as the "cutover month" and the last five (5) days of the cutover month shall be referred to as the "cutover period" The following timeline will apply:
  1. In the cutover month, L-AS and L-VX Flight Attendants will bid in Navblue for the first full month of integration under all applicable JCBA provisions and following the L-AS bidding schedule. Bids will be awarded based on the ISL.
  2. On the 10<sup>th</sup> of the cutover month, L-VX Flight Attendants will have any trips that touch the last five (5) days of the cutover month frozen to allow for in-tracking of overlapping trips, this will be referred to as the "cutover period".
  3. On the 14<sup>th</sup> of the cutover month, L-VX Flight Attendants may continue to trade any cutover month trips (excluding trips touching the "cutover period") in FLICA.
  4. On the 15<sup>th</sup> of the cutover month for Flight Attendant to Flight Attendant trades, and on the 16<sup>th</sup> , L-VX Flight Attendants may trade for trips operating in the Full Integration month, (excluding trips touching the "cutover period") in JCTE under all applicable JCBA timelines and provisions.



- B. L-VX Open Time for the "cutover month" (prior to Full Integration month) will be blocked from picking up or trading electronically for any trip touching the last five (5) days of the month. CSS will offer Open Time at the rate 1.5X block hours for any trips picked up which touch the last five (5) days of the month.
1. CSS will process pick up's from Open Time that touch the last five (5) days of the month, via an electronic, time stamp system manually.
- C. If a L-VX Flight Attendant has assigned flying touching the last five (5) days of the month prior to Full Integration and has an unavoidable emergency s/he can request a Management Drop without points.
1. If Management is able to verify the following the drop will be granted without points:
    - a. That event is an unavoidable emergency; and
    - b. The L-VX Flight Attendant made a reasonable attempt to trade away or avoid the trip (via PBS preference) in advance of the trip
  2. In addition AFA and Management will meet to review any situation in which points were assessed for a drop, on a case-by-case basis to determine if the points were assessed correctly.

#### Delay of JCTE

In the event that Full Implementation is delayed past March 2, 2019, then all pairings will be constructed under the provisions outlined in the JCBA in Section 10 [Scheduling]. Additionally, for any pairings created after the initial bid award the Company will make every best effort to construct the pairing in compliance with Section 10 of the JCBA.

#### ITL Transition to L-AS "A" Position Program

- A. The below provisions indicate the changes made to the L-VX ITL programs in the Work Rules. The following implementation schedule and program dates will apply:
1. The effective date of the first ITL bid will be in the month of DOR.
  2. The second full bid month following DOR will be the first month in which ITLs awarded the ITL position in the monthly bid process outlined below will work ITL positions.
  3. The monthly ITL award bid will occur on the twenty-third (23<sup>rd</sup>) of each month, beginning in the month of DOR.
- B. The "A" Flight Attendant Program will be incorporated into the Work Rules as below:  
[Virgin America InFlight Teammate Work Rules v.5 provisions, as amended]
- 1) SENIORITY REQUIREMENTS FOR WORKING THE "A" POSITION**
- a) *New hires with less than four (4) months of InFlight Seniority are not permitted to work the "A" position unless the entire cabin crew consists of new hires with less than four (4) months of InFlight Seniority. This is to ensure that after completion of initial training, all new hires (even those who have flown before) gain experience, confidence, and shared knowledge from working in the cabin alongside another L-VX Flight Attendant as much as possible before being required to work as the "A" Flight Attendant position.*

- b) In the event a new hire with less than four (4) months of InFlight Seniority is temporarily slotted into the "A" position, or in the event a new hire with less than four (4) months of InFlight Seniority is a Lineholder and picks up a pairing in the "A" position, the "A" position shall be worked by:
- i) The most senior Flight Attendant who volunteers to work the position;
  - ii) If no one volunteers, then the most junior Flight Attendant with at least four (4) months of InFlight Seniority on the segment(s) affected must work the position.
  - iii) If there is no Flight Attendant with more than four (4) months of InFlight Seniority, then the "A" position will be filled by the new hire Flight Attendant who feels most comfortable working the position. If the new hires cannot agree, the most senior new hire must take the position.
- c) In the event CSS assigns a Reserve with more than four (4) months of InFlight Seniority into the "A" position, the Reserve assigned to the "A" position will be responsible for flying the "A" position. A Reserve who has been assigned to work in the "A" position by CSS may, at her/his discretion solicit other crewmembers on the same pairing to voluntarily switch positions.
- d) Flight Attendants with more than four (4) months of InFlight Seniority that are awarded a pairing and/or pick up a pairing through open time to work the "A" position will not be forced to give up the "A" position by a more senior Flight Attendant, nor may a more senior Flight Attendant "junior down" the position unless by mutual agreement; except as provided in **Paragraph c.i.-iii** above.
- e) The above rules apply:
- i) whether a new hire is a Reserve or a Lineholder.
  - ii) if a new hire joins the crew mid-pairing
- f) It is the responsibility of the Flight Attendant who is working the "A" position to call and inform CSS that they are working the "A" position.
- g) If there are any questions over who is entitled or required to work the "A" position, Flight Attendants should contact the InFlight Supervisor, or designee, for clarification.

## 2) "A" POSITION FLIGHT ATTENDANT BIDDING

- a) On a monthly basis, active Flight Attendants as outlined in **Chapter 6.A.2 – Eligibility for Bidding** will have the opportunity to bid for the following month's "A" position line bid period as outlined below;
- i) Monthly "A" Position Bid
    - (1) On the 22nd calendar day of the month by 2000, crew planning will open the monthly "A" position bid folder in FLICA for the following month's line bid period.
    - (2) Crew planning will publish the number of "A" positions available for bidding in each domicile/base.
    - (3) All Flight Attendants with 4 months or more of Inflight seniority will be able to bid on being awarded "A" positions pairings within their assigned domicile/base. (This includes Lineholders and Reserves)
    - (4) On the 26<sup>th</sup> calendar day of the month at 0900, crew planning will close the monthly "A" position bid folder in FLICA for the following months bid period.
    - (5) On the 29th day of the month, the monthly "A" position bids will be awarded by 2000 local SFO time.
    - (6) Flight Attendants that are awarded the monthly "A" position will be placed in the "A" position bid folder in FLICA for the month PBS bid that opens on the 1<sup>st</sup> of the month.
    - (7) If the Flight Attendant is not awarded an "A" bid she/he will bid in the ITM Bidding Folder in FLICA for the month PBS bid that opens on the 1<sup>st</sup> of the month.
    - (8) Flight Attendants that are awarded the monthly "A" position will not be able to voluntarily bid for Reserve.

(9) *Flight Attendants that are awarded the monthly "A" position will not be able to buddy bid with other Flight Attendants for bid period*

ii) **"A" position Award**

(1) *"A" position bids for the month will be awarded in inflight base seniority order until all positions for the bid month are filled or until all bids are processed and awarded.*

(2) *Should crew planning not receive enough bids to fill all required positions, the following rules will be used to fill the remaining positions:*

(a) *Crew planning will use reverse inflight base seniority order.*

(b) *Flight Attendants with less than 4 months of service will not be awarded the "A" position as outlined in 1. C., above.*

**Example:** *Crew planning posts 100 "A" positions for the bid month. 75 Flight Attendants bid for "A" positions leaving 25 open "A" positions for the bid month. 75 Flight Attendants will be awarded the "A" position. 25 Flight Attendants will need to be assigned "A" positions using reverse inflight base seniority order among Flight Attendants with 4 months or greater seniority.*

**Monthly Bidding Calendar**

<i>1st calendar day by 2000 SFO time</i>	<i>PBS bid opens - Lineholder</i>
<i>7th calendar day @ 0900 SFO time</i>	<i>PBS bid closes – Lineholder</i>
<i>10th calendar day by 2000 SFO time</i>	<i>PBS bid awards published - Lineholder</i>
<i>12th calendar day @ 0900 SFO time</i>	<i>Open time released - Lineholder</i>
<i>12<sup>th</sup> calendar day by 2000 SFO time</i>	<i>Reserve bid opens</i>
<i>17<sup>th</sup> calendar day @ 0900 SFO time</i>	<i>Reserve bid closes</i>
<i>18<sup>th</sup> calendar day by 2000 SFO time</i>	<i>Reserve bid published</i>
<i>18<sup>th</sup> calendar day by 2000 SFO time</i>	<i>Open time released – Reserve</i>
<i>22th calendar day by 2000 SFO time</i>	<i>ITL bid opens for the following month's line bid</i>
<i>23rd calendar day @ 0900 SFO time</i>	<i>ITMs may pick up out-of-base pairings</i>
<i>25th calendar day @0900 SFO time</i>	<i>Split Trip requests opens for the following month</i>
<i>26th calendar day @ 0900 SFO time</i>	<i>ITL bid closes for the following month's line bid</i>
<i>28<sup>th</sup> calendar day by 2359 SFO time</i>	<i>CMF/CML Requests close</i>
<i>29th calendar day by 2000 SFO time</i>	<i>ITL bids awarded for the following month's line bid</i>

3) **CHARTER FLYING**

*Details on charter flights will be communicated to all crewmembers and the Captain, as appropriate by InFlight Leadership and/or Catering Team.*

4) **VOLUNTARY SCHEDULE ADJUSTMENTS FOR "A" POSITION PAIRINGS**

*On the 12<sup>th</sup> day of the month, beginning at 0900 SFO local time all trips with unassigned positions*

(including trips with the "A" position unassigned) will be available for schedule adjustments to all Flight Attendants in that assigned base/domicile.

**5) ADDITIONAL EARNINGS**

**a) "A" Position Pay:**

- i) Effective on the second bid month following DOR, Flight Attendants working the "A" position will receive the "A" position pay of \$2.26 / block hour (converted equivalent of \$2.00 per flown TFP) for all actual block hours she/he worked in the "A" position.
- ii) Effective at the end of the first bid month following DOR, the ITL additional earnings provision of 15% of the ITM's base rate will be discontinued.

**6) "A" Position – for the duration of the work rules "A" position will replace the ITL term.**

**Overnight Lodging for "Alaska Airbus" Initial Training Trainees**

The Company agrees to provide overnight lodging for trainees attending "Alaska Airbus" Initial Training on the same basis as overnight lodging provided for trainees attending "Alaska Boeing" Initial Training.

**IV. STATUS OF L-VX LETTERS OF AGREEMENTS CURRENTLY IN FORCE**

**A. The L-VX Letters of Agreement will continue in force according to the provisions outlined below:**

**1. The following Letters of Agreement will continue in force until Full Implementation:**

- a. AFA VX Commuter Policy
- b. AFA VX Commuter Policy Clarification
- c. AFA VX LOA Establishing Separate Disciplinary Tracks for Performance and Reliability
- d. ASAP Additional Provisions LOA

**2. The following Letter of Agreement will be extinguished at DOR:**

- a. AFA VX LOA One Time Interim Wage Increase

**3. The following Letter of Agreement will continue in force until Full Implementation with the below clarifications:**

**a. AFA VX Interim Improvements Letter of Agreement:**

- i. Paragraph C..6. (L-VX Local Council President) will continue in force until such time as AFA Local Executive Council (LEC) 35 SFO officers are elected pursuant to the AFA-CWA Constitution & Bylaws.
- ii. Paragraph C.7. (allocation to AFA officers/members for performance of Union Business) will continue in force until Full Implementation plus three (3) months and may be extended by mutual agreement.
- iii. Paragraph H. (Virgin America Inflight Teammate Work Policies) will be extinguished at DOR.

**b. AFA VX Grievance Procedures and System Board of Adjustment Letter of Agreement**

- 609                    i.    The Grievance Procedure provisions will remain in force until all grievances filed arising  
610                    from alleged violations of the Work Rules have been resolved. At the request of the  
611                    Association, the Letter of Agreement will be extended to accommodate L-VX  
612                    disciplinary grievances appealed to the System Board of Adjustment.  
613

---

614 **V. STATUS OF WORK RULES AFTER DOR**

---

615  
616                    Unless otherwise amended by this Legacy Virgin America Flight Attendant Transition Agreement 2018  
617                    and all other agreements, which amend the Work Rules, the provisions of the Work Rules will remain  
618                    in force. The Work Rules will be considered to be part of the Legacy Virgin America Flight Attendant  
619                    Transition Agreement 2018 and are incorporated by reference herein. As such, the Work Rules will  
620                    be subject to the enforcement provisions of the AFA VX Grievance Procedures and System Board of  
621                    Adjustment Letter of Agreement (6.2.17).

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 9<sup>th</sup> day of February 2018.

FOR:

ASSOCIATION OF FLIGHT

ATTENDANTS-CWA, AFL-CIO

FOR:

ALASKA AIRLINES, INC.

/s/ \_\_\_\_\_

Sara Nelson

International President

/s/ \_\_\_\_\_

Jeff Butler

Vice President, Inflight & Call Center Svcs

/s/ \_\_\_\_\_

Jeffrey Peterson

Master Executive Council President

/s/ \_\_\_\_\_

Greg Mays

Vice President, Labor Relations

/s/ \_\_\_\_\_

Jennifer Wise MacColl

Negotiating Committee Member

/s/ \_\_\_\_\_

Elizabeth Ryan

Managing Director, Labor Relations

/s/ \_\_\_\_\_

Jamie Cogen

Negotiating Committee Member

/s/ \_\_\_\_\_

Emily Kimmel

Manager, Labor Relations

/s/ \_\_\_\_\_

Lindsey Steele

Negotiating Committee Member

/s/ \_\_\_\_\_

Paula Mastrangelo

Senior Staff Negotiator