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

COVID-19 SCHEDULE CHANGES

This LETTER OF AGREEMENT is made between ALASKA AIRLINES, INC. ("Company") and the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO ("Association").

WHEREAS, the Company and the Association (collectively "the parties") recognize that the COVID-19 virus has presented various unique and unprecedented challenges for running the operation; and

WHEREAS, the parties desire to mitigate the burden to Flight Attendants resulting from a significant number of ongoing systemwide schedule disruptions, such as precancellations, flight time changes ("re-times"), flight routing changes, et cetera;

NOW THEREFORE, the parties agree to temporarily administer Flight Attendant schedule changes occurring in advance of the day of departure of a sequence (e.g. precancellations, re-times, flight routing changes, etc.) pursuant to Section 10.S [Scheduling: Pre-Cancellations] of the Joint Collective Bargaining Agreement (JCBA), this Letter of Agreement (LOA) and other related agreements as follows:

I. Re-times, flight routing changes and other schedule changes that occur in advance of the day of departure of a sequence will be treated just like pre-cancellations with the exception of §10.S.1.c as noted below.

The scheduling obligations and scheduling and pay protection options for all alternative assignments resulting from Flight Attendant schedule changes occurring in advance of the day of departure of a sequence (e.g. precancellations, re-times, flight routing changes, etc.) will be administered as "pre-cancellations" with the exception of §10.S.1.c, which states in part, "If a cancellation occurs between 8:00 PM and 11:59 PM (local domicile time) the day prior, a Flight Attendant will be pay protected for the cancelled sequence if all flights in the sequence have been cancelled." This specific language from §10.S.1.c is still applicable only to actual pre-cancellations. Re-times, flight routing changes and other schedule changes that occur in advance of the day of departure are excluded from being administered as pre-cancellations under §10.S.1.c.

Contractual references in §10.S [Pre-Cancellations] and other related LOAs to "flight(s)...cancelled," "cancelled...flight(s)," "cancellation(s)," "pre-cancellations" and other similar variants of such event occurring in advance of the day of departure of a sequence will be understood to also refer to all schedule changes occurring in advance of the day of departure of a sequence (e.g. re-times, flight routing changes, etc.) in order to determine the applicable scheduling and pay protection options.

Example interpretive paragraph from the "Pre-Cancellations Due to COVID-19 Schedule Changes" Letter of Agreement (executed 3/28/2020) (text between asterisks "*" indicates added interpretative language regarding schedule changes):

When flights are cancelled from *or schedule changes occur on* the Flight Attendant's line of time in advance of the day of departure, the Company will make every effort to give notice of such cancellation *or schedule change* by the end of the next calendar day via Company e-mail followed by primary phone contact in reverse order of seniority, if applicable. Although a Flight Attendant may receive an automated schedule change alert more than seven (7) days prior to the date of departure, Crew Scheduling will make contact to report and confirm a cancellation *or schedule change* no earlier than seven (7) days prior to the date of departure of the sequence. Assignments will be offered on a first-come, first-served basis. If the Flight Attendant does not contact Crew Scheduling as agreed to elsewhere within this Section, then the Flight Attendant will be required to check-in as originally scheduled.

II. Schedule changes and alternate assignment options under §10.S [Pre-Cancellations]

Just like with pre-cancellations, the Company may offer alternate assignments for schedule changes (e.g. re-times, flight routing changes, etc.) that occur in advance of the day of departure of the sequence pursuant to §10.S [Precancellations]. All scheduling obligations and scheduling and pay protection options pursuant to §10.S apply to pre-cancellations as well as re-times, flight routing changes, et cetera. This includes but is not limited to the following summary of §10.S provisions as they apply to pre-cancellations, re-times, flight routing changes, etc., that occur in advance of the day of departure of the sequence.

- a. The Company may offer an alternate assignment to open positions that may include multiple sequences on the same day(s) as the original assignment. The Flight Attendant may (1) accept the alternate assignment or (2) decline the alternate assignment and waive pay protection.
- b. However, if the alternate assignment contains a check-in that is more than two (2) hours earlier and/or a release time that is more than two (2) hours later than the original assignment ("footprint + 2 hours"), then the Flight Attendant may decline and agree to call Crew Scheduling between 6:00 PM and 8:00 PM local domicile time the night prior to the day of departure of the original assignment.

c. If the Flight Attendant calls back Crew Scheduling between 6:00 PM and 8:00 PM local domicile time the night prior to the day of departure of the original sequence, then the alternate assignment offered must operate within the check-in and release times ("exact footprint") at domicile of the original sequence. If no such alternate assignment exists, then the Flight Attendant will be pay protected and relieved of further scheduling obligation,

III. "I didn't mean to acknowledge the Crew Access scheduling notification and/or I don't want the new assignment"

A Flight Attendant who acknowledges a Crew Access notification for an unwanted schedule change occurring in advance of the day of departure of the sequence may subsequently call Crew Scheduling prior to 6:00 PM local domicile time on the day prior to the day of departure of the sequence in order to re-establish the Flight Attendant's scheduling obligations and scheduling and pay protection options under §10.5 [Pre-Cancellations].

IV. "I acknowledged the Crew Access scheduling notification and/or I am willing to accept the new assignment"

If a Flight Attendant wishes to retain her/his alternate assignment resulting from a schedule change occurring in advance of the day of departure of the sequence, then s/he must acknowledge the schedule change by either accepting the Crew Access notification or by coordinating with Crew Scheduling. No additional action is required, and the Flight Attendant will be subject to the revised scheduling obligation.

V. "I ignored the Crew Access scheduling notification and/or the attempts by Crew Scheduling to contact me"

If a Flight Attendant ignores the Crew Access notification and/or the attempts by Crew Scheduling to contact her/him, then the Flight Attendant is subject to her/his original scheduling obligation and therefore must report as scheduled. However, the Flight Attendant may establish the scheduling obligations and scheduling and pay protections options under §10.S [Pre-Cancellations] if s/he contacts Crew Scheduling prior to 6:00 PM local domicile time on the day prior to the day of departure of the sequence.

VI. Extension of the "Pre-Cancellations Due To COVID-19 Schedule Changes" LOA (executed 3/28/2020) through May 31, 2020

The provisions of the aforementioned LOA are hereby extended through May 31, 2020 at 11:59 PM PT and are reproduced here in entirety for convenience.

The parties agree to temporarily administer §10.S [Pre-Cancellations] as follows:

SECTION 10 SCHEDULING

S. PRE-CANCELLATIONS

1. Notification

- a. When flights are cancelled from the Flight Attendant's line of time in advance of the day of departure, the Company will make every effort to give notice of such cancellation by the end of the next calendar day via Company e-mail followed by primary phone contact in reverse order of seniority, if applicable. Although a Flight Attendant may receive an automated schedule change alert more than seven (7) days prior to the date of departure, Crew Scheduling will make contact to report and confirm a cancellation no earlier than seven (7) days prior to the date of departure of the sequence. Assignments will be offered on a first-come, first-served basis. If the Flight Attendant does not contact Crew Scheduling as agreed to elsewhere within this Section, then the Flight Attendant will be required to check-in as originally scheduled.
- b. If a Flight Attendant reports a cancellation, then s/he may call Crew Scheduling no earlier than one day prior to the date of departure of the sequence, and Crew Scheduling will confirm or deny the cancellation with the Director of System Operations (DSO). Once the cancellation is confirmed, the Company will notify the Flight Attendant in the same manner as for any other cancellation.
- c. If a cancellation occurs between 8:00 PM and 11:59 PM (local domicile time) the day prior, a Flight Attendant will be pay protected for the cancelled sequence if all flights in the sequence have been cancelled. If live flights still exist in a Flight Attendant's sequence, Crew Scheduling may offer an alternate assignment that operates within the check-in and release times at Sequence Home Domicile of the flight(s) cancelled from the Flight Attendant's line of time. If contact is made and no such sequence is available at the time of initial contact between Crew Scheduling and the Flight Attendant, the Flight Attendant will report at the time originally scheduled. The Flight Attendant's schedule will reflect a scheduling obligation unless Crew Scheduling subsequently contacts the Flight Attendant with further changes to her/his schedule that affect such obligation.
- d. If a Flight Attendant receives notice of flights that are cancelled from the Flight Attendant's line of time in advance of the day of departure (via an automated schedule change alert, Company e-mail or primary phone contact), and if s/he wishes to decline the sequence containing such flights without pay protection, then s/he may do so at her/his option by requesting Crew Scheduling to drop the sequence. Such request must be submitted by the Flight Attendant via Company email to Crew Scheduling ("CrewSked FADesk" <CrewSked.FADesk@alaskaair.com>) no later than one day prior to the date of departure of the sequence. Crew Scheduling will make every reasonable effort to process the drop as soon as operationally feasible but no more than twenty-four (24) hours after the submission. Crew Scheduling will grant the drop request as long as any flight cancellations are confirmed within the sequence and even if live flights still exist with such sequence. Crew Scheduling will deny the drop request only if no confirmed flight cancellations exist within the sequence.
- e. <u>If a Flight Attendant wishes to decline a sequence containing one or more cancelled flights</u> without pay protection, and if s/he wishes to do so the day prior to the date of departure of the sequence, then s/he must call Crew Scheduling to process the request.

VII. Temporary LOA effective dates

The provisions herein will be in effect upon execution of this Agreement from April 18, 2020 at 0000 PT to May 31, 2020 at 2359 PT. The remainder of Section 10.S and all other provisions of the collective bargaining agreement remain in full force and effect.

VIII. Without precedent

This agreement is without precedent, and the circumstances described herein cannot be used by either party in any other forum. Neither party will consider this agreement as a proposed remedy either in whole or in part for active or



200 pending contractual disputes related to Sections 10.R [Reassignments], 10.S 201 [Pre-Cancellations] and Crew Access scheduling notifications, nor does either 202 party waive its right to seek remedy for such disputes under the Railway Labor 203 Act. 204 205 IN WITNESS WHEREOF, the parties hereto have signed this LETTER OF AGREEMENT this 206 17th day of April 2020. 207 208 FOR: FOR: 209 ASSOCIATION OF FLIGHT 210 ATTENDANTS-CWA, AFL-CIO ALASKA AIRLINES, INC. 211 DocuSigned by: DocuSigned by: 212 Carmen Williams DBD157D5D5694AB 213 214 Carmen Williams Jeffrey Peterson 215 Master Executive Council President Interim Vice President, Inflight 216 Managing Director, Labor Relations