



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

BOEING 737 MAX 9 PROVING ACTIVITIES

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

WHEREAS, the Company has ordered and will soon take delivery of the Boeing 737 MAX 9 aircraft; and

WHEREAS, the Company has not previously operated the Boeing 737 MAX 9 aircraft; and

WHEREAS, the Federal Aviation Administration ("FAA") has established regulations that require the Company to perform proving flights to demonstrate the Company's ability to effectively operate the Boeing 737 MAX 9; and

WHEREAS, the Company desires to utilize Flight Attendants, including members of the Association's Air Safety, Health, & Security Committee (ASHSC) and/or Inflight Training Committee, to perform crew member duties during the FAA required proving process;

NOW THEREFORE, the parties agree:

A. PARTICIPANTS

1. Members of the Association's Air Safety, Health, & Security Committee (ASHSC) and/or Inflight Training Committee will serve as Flight Attendant crew members on the proving flights.
2. If the Company receives insufficient interest to form an adequate number of participants from the Association's ASHSC and/or Inflight Training Committee, the Manager of Inflight Safety and Compliance (or designee) and the AFA MEC President (or designee) may mutually agree on other Flight Attendants or Flight Attendant-qualified management to participate in the proving process.
3. The Company will provide a list of all proving flights to the Association and the Flight Attendant participants once known.



4. The MEC ASHSC Chair or designee will be allowed to attend all proving flight activities pursuant to Section (§) 25.D.1 [Air Safety, Health and Security: Safety Information]. S/he will be scheduled and compensated according to the provisions of this letter of agreement.
5. In no circumstances will a Flight Attendant serve as a crew member on a Boeing 737 MAX 9 proving flight until the aircraft has been approved by the appropriate regulatory agencies to transport cabin crew for such purposes.

B. PLANNING AND BIDDING

1. Pre-Planned Absences

If known in advance, dates related to proving flight activities will be pre-planned by the Company in the preferential bidding system (PBS).

2. Company Business Drops

The Company may determine that Flight Attendants need to be relieved from scheduling obligations in order to perform proving flight activities. Any such drops will be at the discretion of the Flight Attendant and will be without pay protection.

3. Proving Flight Sequence Construction

All proving flights will be constructed in sequences originating and terminating in Seattle and will contain only proving flights or positioning segments such as deadheads or surface deadheads. Duty and rest limitations will be consistent with the CBA. Such sequences will not count toward the out of domicile pick-up restriction in §12.H [Out of Domicile Trades...].

4. Proving Flight Sequence Bidding

- a. Flight Attendant and Flight Attendant-qualified management participants will bid for proving flight sequences, which will be awarded in system seniority order for Flight Attendant participants and "effective system seniority order" for Flight Attendant-qualified management participants.
- b. "Effective system seniority order" for Flight Attendant-qualified management participants
 - i. Flight Attendant-qualified management within the participant pool who have Occupational Seniority rights pursuant to §6.E.1 [Seniority: Transferring to/from Supervisory or Other Non-Flying Duties] (i.e. Flight Attendants who have transferred



to supervisory or other non-flying duties directly related to the Flight Attendant duties) will be junior to all Flight Attendants within the participant pool and will be sorted by Occupational Seniority.

- ii. Flight Attendant-qualified management within the participant pool lacking Occupational Seniority rights pursuant to §6.E.1 [Seniority: Transferring to/from Supervisory or Other Non-Flying Duties] will be junior to all other Flight Attendant-qualified participants in the participant pool and will be sorted by Company Seniority.

5. Proving Flight Sequence Awards and Protest

- a. Access to proving flight awards will be published and made available to all members of the participant pool and to the Association. Proving flight awards will be sorted in system seniority order and effective system seniority order as appropriate. Such awards will contain each participant's name and applicable seniority.
- b. Proving flight awards may be protested by contacting Crew Planning within twenty-four hours (24:00) of publication, and such protest will be investigated as long as the protest is submitted timely. A valid bid protest will result in a re-award, a re-publication of such award and a reset of the time limitation contained within this provision.

6. Out of Domicile Travel and Related Overnight Stays

Travel to and from Seattle and related overnight stays required of out of domicile Flight Attendant participants in order to position themselves for proving flight sequences will be administered pursuant to §27.P [General – Association: Company Business (CB)...].

C. PROVING FLIGHT MEETINGS

- 1. If a Flight Attendant is required to attend meetings in conjunction with their participation in the proving flight process, s/he will be compensated no less than as set forth in §27.P [General – Association: Company Business (CB)...].
- 2. If the meeting requires an overnight stay, s/he will receive local transportation and hotel accommodations pursuant to §34 [Hotels]. S/he will also be reimbursed by the Company for any meal expenses consistent with the same expense reimbursement provided to the Company's management employees.

D. PROVING FLIGHT SEQUENCES



1. Proving flight flying assignments will be scheduled and tracked using Crew Access.
 2. Duty and rest limitations will be consistent with the CBA.
 3. Flight Attendants will be compensated for proving flight flying assignments no less than as set forth in Section 21 [Compensation]. All minimum pay rules (MPRs) and other premiums contained in the CBA will apply.
 4. If a Flight Attendant is required to report to a proving flight sequence earlier and/or to remain on duty at the termination of such sequence later than is outlined in Section 8.D. [Check-in and Debrief], then s/he will be compensated one-half (0.5) TFP for every additional thirty minutes (:30) or portion thereof that s/he is required to report early and/or to remain duty on duty. Her/his duty period will run continuously from the time s/he is required to report until the time s/he is released.
 5. In no circumstances will a Flight Attendant be required to remain on duty at the termination of a proving flight sequence longer than twelve hours and thirty minutes (12:30).
 6. If a Flight Attendant participant is scheduled or rescheduled into an overnight, then the Flight Attendant will receive local transportation and hotel accommodations pursuant to §34 [Hotels]. If the RON is unscheduled, then s/he will receive any additional compensation that would be due a Flight Attendant under these circumstances.
 7. Flight Attendant participants may trade proving flight sequences with other Flight Attendant participants at Company discretion.
- E. PROVING FLIGHT ACTIVITIES PAY GUARANTEE
- Flight Attendant participants will be paid the greater of:
1. Total compensation due for actual participation in all proving flight activities (i.e., all meetings and flying assignments), inclusive of all applicable premium pay and/or pay protections; or
 2. Six (6.0) TFP at the Flight Attendant's rate of pay at straight time multiplied by the number of calendar days of proving flight scheduling obligations in the bid month.
- F. MISCELLANEOUS
1. Flight Attendants will not be held responsible for nor will any discipline result from the failure or inadequate completion of a proving flight unless



the failure or inadequate completion of a proving flight was due to intentional disregard for safety.

2. Safety issues will be eligible for submission under the Aviation Safety Action Program (ASAP).

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

IN WITNESS WHEREOF, the parties hereto have signed this LETTER OF AGREEMENT this 18th day of December 2020.

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

DocuSigned by:

A handwritten signature in blue ink, appearing to read "Jeff Peterson".

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Jeffrey Peterson
Master Executive Council President

FOR:

ALASKA AIRLINES, INC.

DocuSigned by:

A handwritten signature in blue ink, appearing to read "Carmen Williams".

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Carmen Williams
Interim Vice President, Inflight
Managing Director, Labor Relations