

FOREWORD

Welcome to InFlight! We want these InFlight Work Rules to serve as your reference during your career with us. During your Red Carpet orientation, you were introduced to The Playbook, which outlines our employment policies and procedures and highlights the responsibilities, benefits and opportunities associated with your employment here at Virgin America. These InFlight Work Rules are designed to cover InFlight-specific issues, focused on scheduling. How does InFlight seniority work? What scheduling rules apply to CSS and InFlight? How can InFlight ITMs get involved in InFlight-specific advisory and focus groups at Virgin America? Who can InFlight ITMs call for assistance with scheduling issues? Those are the types of issues covered here.

Please read the Work Rules carefully and keep them handy. If you have any questions about the material covered, please ask a member of InFlight Leadership.

In the event of a conflict between these Work Rules and The Playbook, The Playbook shall govern. In the event of a conflict between these Work Rules and the InFlight Manual (IFM), the IFM shall govern.

Your Work Rules Advisory Team works regularly in conjunction with your InFlight Leadership to update the Work Rules as necessary. We envision that this will be a living document that will change and grow with all of us as we continue to expand our airline, and we hope it serves as a useful reference for all of us.

TABLE OF CONTENTS

FOREWORD	i
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CHAPTER 1—COMPANY AND INFLIGHT SENIORITY SYSTEMS

A. COMPANY SENIORITY	1
B. INFLIGHT SENIORITY	1
C. SENIORITY REQUIREMENTS FOR WORKING AS ITL	2
D. ADDITIONAL ITL REQUIREMENTS	4
E. ITL DOWNGRADE	5
F. SENIORITY PROTECTION IN THE EVENT OF FURLOUGH	5
G. SENIORITY PROTECTION IN THE EVENT OF MERGER	5

CHAPTER 2—RELIABILITY POLICY AND PERFORMANCE**EXPECTATIONS**

A. RELIABILITY POLICY	7
B. POINT SYSTEM	7
POINT ACCRUALS FOR RESERVES	8
POINT ACCRUALS FOR LINEHOLDERS	9
CORRECTIVE ACTION	10
“CALLING IN WELL”	11
RECORD IMPROVEMENT	14
STUFF HAPPENS PASS	15
C. THE RELIABILITY POLICY AND LEAVES OF ABSENCE	16
D. PERFORMANCE EXPECTATIONS	16
E. SAFETY/SECURITY	17
F. PROGRESSIVE DISCIPLINE, JUST CAUSE AND THE INTRODUCTORY PERIOD	17

CHAPTER 3—STAYING CURRENT

A. MAINTAINING REQUIRED CURRENCY	20
MAINTAINING CURRENT CERTIFICATES	20
CARRYING A VALID PASSPORT	20
B. INTERNATIONAL REQUIREMENTS	22
INTERNATIONAL ENTRY/EXIT REQUIREMENTS	22
CRIMINAL RECORD	22

CHAPTER 4—BASES/SATELLITE BASES AND GETTING TO WORK

A. ITM BASES	24
GENERAL	24
INITIAL BASE ASSIGNMENTS	24
BASE BIDS	25
PICKING UP OTHER FLYING	25
B. SATELLITE BASES	26
GENERAL	26
C. NO DISPLACEMENT RULE	27
D. VOLUNTARY TRANSFERS	27
E. COMMUTING BENEFITS AND RULES	27
COMMUTING RULES	27
CREW PARKING BENEFITS	28
TRANSIT BENEFITS	29
TEAM TRAVEL PRIVILEGES	30
INFLIGHT JUMPSEAT RULES	30

CHAPTER 5—OUR RESERVE SYSTEM

A. GENERAL	31
B. RESERVE BIDDING	32
C. VIRGIN DAYS OFF (VDOs)	33
D. RESERVE SCHEDULE AND MONTHLY GUARANTEE	33
E. CONSTRUCTING RESERVE LINES	34
F. SHORT CALL RESERVE (SCR) RULES	35
G. AIRPORT RESERVE (RRR) RULES	36
H. LONG CALL RESERVE (LCR) RULES	37
I. LCR NON-CONTACTABLE/SICK NOT ENOUGH NOTICE	38
J. TRANSITION—LCR-SCR	39
K. ASSIGNMENT OF OPENTIME	39
L. RESERVE SCHEDULE ADJUSTMENTS	43
M. OUT-OF-BASE RESERVE ASSIGNMENTS	45
N. SATELLITE BASE RESERVE	46

CHAPTER 6—LINEHOLDER BIDDING

A. THE MONTHLY BID PROCESS	47
GENERAL	47
ELIGIBILITY FOR BIDDING	47
BIDDING FOR A SCHEDULE	48
B. BID AWARD	49
GENERAL	49

BID AWARDS	50
C. BID AWARD DISCREPANCIES AND ERRORS	51
D. ADDITIONAL STAFFING	51
E. CHARTER FLYING	52

CHAPTER 7—DAILY SCHEDULE ADJUSTMENTS

A. REPORT & RELEASE TIME RULES	53
REPORTING FOR DUTY	53
RELEASE FROM DUTY	54
REST AFTER RELEASE FROM DUTY	55
B. VOLUNTARY SCHEDULE ADJUSTMENTS	56
OPEN TIME AND TRADEBOARD PROCEDURES	56
RULES THAT GOVERN DAILY SCHEDULE ADJUSTMENTS	57
WILLING TO FLY (WTF)	60
JETWAY SWAPS	61
C. DAILY SCHEDULE ADJUSTMENTS	61
DAILY COVERAGE AND ASSIGNMENT OF OPEN TIME	61
IRREGULAR OPERATIONS (IROPs)	62
DISPLACEMENTS AND REASSIGNMENTS	64
OPERATIONAL ASSIGNMENTS (OA)	67
D. FATIGUE	69
E. HOW TO HANDLE SCHEDULING DISCREPANCIES AND ERRORS	71

CHAPTER 8—TAKING TIME OFF DUE TO INJURY OR ILLNESS

A. WHAT TO DO IF YOU ARE INJURED OR BECOME ILL AT WORK	72
B. NON-WORK RELATED INJURIES AND ILLNESSES	72
C. OUT-OF-BASE ILLNESS	73
D. WORK-RELATED INJURIES AND ILLNESSES	74
E. CALLING IN WELL—ABLE TO RETURN TO DUTY	75
F. EXTENDED LEAVES OF ABSENCE	75
EXTENDED SICK TIME/LEAVES OF ABSENCE	75
TRAVEL WHILE ON EXTENDED LEAVES OF ABSENCE	79

CHAPTER 9—OTHER TIME OFF BENEFITS

A. SPECIAL LEAVE OF ABSENCE (SLOA)	80
------------------------------------	----

B. VACATION BENEFITS	80
VACATION CREDIT AND ACCRUAL RATES	80
SCHEDULING VACATION TIME	81
C. PERSONAL DAYS	86
PERSONAL DAY CREDIT AND ACCRUAL RATES	86
SCHEDULING PERSONAL DAYS	87
D. JURY DUTY	89
E. BEREAVEMENT	90
F. MILITARY DUTY	90

CHAPTER 10—GETTING PAID

A. PAY RATES	91
B. CALCULATING AN ITM'S TOTAL PAY FOR A PERIOD	91
C. CALCULATING A LINEHOLDER'S BID LINE GUARANTEE	92
D. CALCULATING A RESERVE ITM'S BID LINE GUARANTEE	
E. PAY PROTECTION	93
F. PAIRING CREDITS	95
G. PAID TIME OFF	97
H. NON-PAIRING CREDITS	99
I. ADDITIONAL EARNINGS	100
J. SPECIAL ASSIGNMENT PAY	105
K. INITIAL TRAINING PAY	107
L. PAY SCHEDULE	108

CHAPTER 11—GETTING TRAINED

A. TRAINING—IN GENERAL	109
B. BIDDING FOR TRAINING	109
C. TRAVEL TO AND FROM TRAINING	110
D. REST SURROUNDING TRAINING EVENTS AND COMPANY BUSINESS	111
E. ATS/ITL UPGRADES AND TRAINING	111
F. RECURRENT TRAINING	112
G. REQUALIFICATION TRAINING	112
H. TRAINING WHILE ON SPECIAL LEAVE OF ABSENCE (SLOA)	112

CHAPTER 12—GETTING INVOLVED

A. INFLIGHT ADVISORY AND FOCUS GROUPS	114
ADVISORY TEAMS	114
ADVISORY TEAM ELECTIONS	115
ADVISORY TEAM ELIGIBILITY	116
FOCUS GROUPS	116
B. VIRGIN AMERICA’S PEER REVIEW PROGRAM	116
C. VIRGIN AMERICA’S RULEBOOK DISPUTE RESOLUTION (RDR) PROGRAM	117

CHAPTER 13—VX LEGAL AND SAFETY PROGRAMS

A. LEGAL REPRESENTATION	118
B. INDEMNIFICATION	118
C. INFLIGHT INCIDENT REPORT (IIR) PROGRAM	118

APPENDIX A: THE VIRGIN AMERICA INFLIGHT PAY RATES A-1**APPENDIX B: RAINMAKER PAY CODES** A-2**APPENDIX C: SABRE CREWTRAC TRANSACTION CODES** A-4**APPENDIX D: CALENDAR OF BID DATES** A-6**APPENDIX E: VIRGIN AMERICA BENEFITS OVERVIEW
AND LEAVE BENEFITS OVERVIEW CHART** A-7**APPENDIX F: THE VIRGIN IMAGE: UNIFORM AND
APPEARANCE STANDARDS** A-9**APPENDIX G: SERVICE STANDARDS** A-11**APPENDIX H: USEFUL FORMS FOR INFLIGHT** A-12**APPENDIX I: INFLIGHT RESOURCES CONTACT LIST** A-13**APPENDIX J: EXAMPLES OF SENIORITY REQUIREMENTS
FOR WORKING AS ITL** A-18**APPENDIX K: GLOSSARY** A-21

CHAPTER 1—COMPANY AND INFLIGHT SENIORITY SYSTEMS

A. COMPANY SENIORITY

1. An ITM's company seniority date will be used for pay and vacation accrual purposes.
2. An ITM's company seniority date will be based upon his/her original hire date with Virgin America.
3. If re-hired or returning from leaves of absence, the ITM's company seniority date may be adjusted in accordance with the Bridging Time Policy and/or Leave of Absence policies set forth in The Playbook. Please refer to The Playbook or your People Team representative for additional information concerning the retention of seniority during leaves of absence.

B. INFLIGHT SENIORITY

1. An ITM's seniority is a measure of how long an ITM has worked in the InFlight Department, with certain exceptions as set forth in the Bridging Time Policy in The Playbook, and in paragraph 4 below.
2. The Master InFlight Seniority List will be maintained by InFlight Leadership.
3. An ITM's InFlight seniority date will be used for bidding InFlight work and vacation schedules.
 - a) The InFlight bidding seniority list will be available in FLICA during the bid period.
 - b) The InFlight seniority date will be the priority used in the awarding of monthly flight schedules, pairings, vacations, and base awards.
 - c) InFlight seniority will be used to determine the ITL position for a pairing, if it is unassigned at report time, except as provided in section C below for new hire ITMs.
 - d) For information on the order in which the Cabin Jumpseat is filled, please refer to the IFM.
4. Determining an ITM's InFlight seniority date:
 - a) An ITM's InFlight seniority date will be based on the date the ITM enters the InFlight Department.

- b) If an ITM transfers to a new department and then returns to the InFlight department in the future, the team member's schedule bidding date (department seniority date) will be adjusted so that it reflects previous time spent in his or her original department, provided that the team member returns to that department within 15 months from the date of transfer.
- c) In the event a Virgin America Teammate transfers from another department into the InFlight Department, the ITM's InFlight seniority date will be based on the date the ITM transfers into the InFlight Department.
InFlight seniority will be determined within the members of each initial indoctrination class. Transferring ITMs will be listed first, based on the original ID number given to them when hired by the Company. New hires will be listed next, based on the ITM ID number assigned to each ITM through a random computer-generated process.

C. SENIORITY REQUIREMENTS FOR WORKING AS ITL

1. New hires with less than four (4) months of InFlight Seniority are not permitted to work as ITL 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 back alongside another Virgin America ITMs as much as possible before being required to work as ITL.
2. When an ITL is removed from a pairing (e.g., due to illness), CSS may assign an ITM to temporarily fill the ITL position. When a new hire or reserve is used for this purpose, they will be "temporarily slotted" into the ITL position so the flight will show up as fully crewed.
3. In the event a new hire with less than four (4) months of InFlight Seniority is temporarily slotted into the ITL position, or in the event a new hire with less than four (4) months of InFlight Seniority is a lineholder and picks up an ITL pairing, the ITL

- position shall be filled in the following order:
- a) By the most senior ITL on the segment(s) affected who elects to fill the position (if there are ITLs working in the back).
 - b) If an ITL does not volunteer, the open ITL position is filled as follows:
 - (i) By the most junior ITL on the segment(s) affected.
 - (ii) If no ITL is on board, the ITL position is filled as follows:
 - (a) By the most senior ITM with at least four (4) months of InFlight Seniority on the segment(s) affected, who volunteers to work the position,
 - (b) If no one volunteers, then the most junior ITM with at least four (4) months of InFlight Seniority on the segment(s) affected must work the position.
 - (c) If there is no ITM with more than four (4) months of InFlight Seniority, then the ITL position will be filled by the new hire ITM who feels most comfortable working the position. If the new hires cannot agree, the most senior new hire must take the position.
4. In the event that CSS temporarily slots an ITM with more than four (4) months of InFlight Seniority into the ITL position, the ITL position shall be filled in the following order:
- a) By the most senior ITL on the segment(s) affected who elects to fill the position (if there are ITLs working in the back).
 - b) If an ITL does not volunteer, the open ITL position is filled as follows:
 - (i) By the most junior ITL on the segment(s) affected.
 - (ii) If no ITL is on board, the ITL position is filled using InFlight seniority, except that an ITM with less than four months of InFlight seniority may not work ITL.
5. When an ITL picks up an ITM pairing and the ITM in the Lead (LD) position is not an ITL, the ITL(s) in the back (if any) will have first preference to work the LD position.
- Note:** Any change in position must be requested at report time through CSS.

- a) If there are two ITLs working in the back and the ITM in the LD position is an ITM, the first preference to work the LD position will be based on the InFlight Seniority of the two ITLs.
 - b) If the ITL(s) in the back do not want to fly in the LD position, then the ITM (with at least four (4) months InFlight seniority) who picked up the pairing must fly the LD position. The position may not be “junioried down” to a junior ITM/ITL.
6. For the purposes of filling the ITL position, an ITL is defined as an ITM who has been awarded an ITL schedule from the PBS award in the current month.
 7. The above rules apply whether a new hire is a reserve or a lineholder.
 8. The above rules also apply if a new hire joins the crew mid-pairing. If a new Crew Positioning Form needs to be filled out, the ITM working ITL must call the InFlight Operations Supervisor, or designee, who will fill out a new Crew Positioning Form for the crew.
 9. It is the responsibility of the ITM who is working the ITL position to call and inform CSS that they are working the lead position. The ITM can also verify this information on his/her pairing.
 10. If there are any questions over who is entitled or required to work the ITL position, ITMs should contact the InFlight Supervisor, or designee, for clarification.
 11. For a helpful chart and common examples of how ITL assignments work pursuant to this Section, please refer to **Appendix J – Examples of Seniority Requirements for Working as ITL.**

D. ADDITIONAL ITL REQUIREMENTS

1. To maintain familiarity with Main Cabin service, ITLs are expected to fly either as ITM #2 or ITM #3 at least once per calendar year.
2. ITL’s will be required to attend ITL meetings and ITL training as determined by the Company.

E. ITL DOWNGRADE

1. An ITL may voluntarily downgrade to ITM only after bidding as ITL for a minimum of one (1) year.
2. In order to provide sufficient time to fill vacancies in the ITL program, voluntary downgrades will be accepted on the first day of each calendar quarter (January 1st, April 1st, July 1st, October 1st) and take effect at the beginning of the following calendar quarter. In the interim period, the ITM will be required to bid as ITL.
3. An ITL who has voluntarily downgraded must bid as ITM for a minimum of one (1) year before he/she may reapply to interview for the ITL Program.
4. An ITL may be involuntarily downgraded to ITM due to performance and/or safety concerns.

F. SENIORITY PROTECTION IN THE EVENT OF FURLOUGH

1. As a young and growing airline, we have no plans for a furlough. That said, in the event of a furlough in the InFlight work group ever becomes necessary, we would first seek volunteers for voluntary leaves or furloughs where possible. In the event there are insufficient volunteers, any reductions would occur in reverse seniority order with the most junior InFlight ITM according to InFlight Seniority being the first ITM selected for furlough.

G. SENIORITY INTEGRATION IN THE EVENT OF MERGER

1. As we've stated publicly, we have no plans for a merger. That said, we want our ITMs to be reassured that in the event of a merger, we are committed to protection for our ITMs' seniority rights. In the event of a merger with another carrier which affects our ITMs' seniority rights, we will provide for binding seniority integration procedures. Provisions will be made for the integration of seniority lists in a fair and equitable manner in accordance with section 3 of the Alleghany-Mohawk Labor Protective Provisions ("LPP"). In the event an agreement cannot be reached, an expedited binding dispute resolution

process will be provided in accordance with the terms of section 13 of the LPP.

CHAPTER 2—RELIABILITY POLICY AND PERFORMANCE EXPECTATIONS

A. RELIABILITY POLICY

1. Our ITMs count on each other to be on-time and present each work day to provide the great guest experience that is the heart of Virgin America. Frequent absences and/or tardiness impact our operations and each other. Therefore, ITMs are expected to report for work as scheduled and on-time.

B. POINT SYSTEM

1. ITM absences and instances of tardiness will be tracked using a “point” system. ITMs are expected to personally notify CSS of absences and tardiness by telephone as far in advance as reasonably possible to prevent an operational disruption. Failure to follow the procedures below will result in accrual of points based on the table in paragraph 2.
 - a) Lineholders must notify CSS of absences at least two (2) hours prior to check-in.
 - b) Reserves with 12-hour Contactable Zones (e.g., Short Call Reserves) must notify CSS at least two (2) hours prior to the start of their Contactable Zone.
 - d) Reserves with 24-hour Contactable Zones (e.g., Long Call Reserves) must notify CSS of an absence at least two (2) hours prior to the start of the first Contactable Zone in their reserve block. If an ITM’s reserve block has already started, the ITM is required to notify CSS of an absence prior to CSS notifying the ITM of his/her next assignment.
2. Absenteeism (sick days or tardiness) will result in accrual of points based on the table below.

a) Point Accruals For Reserves:

<u>Incident</u>	<u>Point Value</u>
Each day of sick*	½ point per calendar day of work missed
First late check in of 5 minutes or less per rolling calendar year	0 points
Late check in of 14 minutes or less	½ point
Late check in of 15 minutes or more (still works scheduled duty)	2 points
Sick Not Enough Notice (SNN)** Sick upon or after notification of assignment	2½ points (covers only the calendar day of the Contactable Zone for which advance notice was not given)
No Show (NSH)	4 points (covers only the calendar day the ITM did not report for work) and documented conversation
Non Contactable (NCO)	4 points (covers only the calendar day the ITM was non-contactable) and documented conversation

*Point values for sick calls are accumulated per calendar day of work that is missed.

**Reserves will not be marked as “Sick upon or after notification of assignment” (SNN) if CSS has notified them of an assignment prior to the start of their Contactable Zone (i.e. “courtesy call”), but the ITM still notifies CSS that they are sick at least two (2) hours prior to the start of their Contactable Zone. In this situation, the ITM will accrue ½ point per calendar day of work missed, but will not accrue any points for a “late notice.”

b) Point Accruals For Lineholders:

<u>Incident</u>	<u>Point Value</u>
Each day of sick*	½ point per calendar day of work missed
First late check in of 5 minutes or less per rolling calendar year	0 points
Late check in of 14 minutes or less	½ points
Late check in of 15 minutes or more (still works scheduled duty)	2 points
Sick Not Enough Notice (SNN) Sick call with less than 2 hours notice before pairing or assignment	2½ points (covers entire pairing, regardless of pairing length)
No Show (NSH)	4 points (covers entire pairing, regardless of pairing length) and documented conversation
Non-Contactable (NCO) (When Displaced Reassignable (DRA))	4 points (covers only the calendar day that the ITM was non-contactable) and documented conversation

*Point values for sick calls are accumulated per calendar day of work that is missed.

- c) An ITM will be removed from his/her entire pairing if he/she calls in sick, is late and not on board at least 15 minutes prior to scheduled departure, or is a No Show (NSH). If the ITM wishes to return to the pairing, the ITM may pick up the pairing in Open Time if it is available.
- d) ITMs will not accrue points for Jury Duty, Bereavement and leaves of absence that are approved by the People Team (e.g., FMLA, worker's compensation leave, military leave, etc.). For more information, please see **Section C – THE RELIABILITY POLICY AND LEAVES OF ABSENCE**, below.
- e) ITMs that become sick mid pairing are expected to notify CSS of absences as far in advance as reasonably possible.

ITMs are encouraged to provide at least two (2) hours notice, to prevent an operational disruption, unless it is not possible. If the ITM is in flight, he or she may use ACARS messages to communicate to CSS to meet this requirement, but is still required to call CSS after the last guest deplanes.

3. All points are counted towards an ITM's reliability record over a rolling 12 month period. Points are effective on the date of the incident for which the point(s) accrue(s). Points will be removed from the ITM's total point value 12 months after the points were accrued.
4. It is up to the individual ITM to monitor and be aware of his/her own point accumulation. The ITM may contact his/her Supervisor to ask for his/her current point accrual.
5. If an ITM incurs a number of points that is considered to be excessive (as defined by this policy), corrective action will result. Points will accumulate on a ITM's record and corrective action will progress according to the following schedule:

a) **Corrective Action:**

<u>Point Value</u>	<u>Corrective Action*</u>
0-4 ½ points	No action taken
5-6 ½ points	Verbal Warning
7-9 points	PIP#1 (Written Warning)
9 ½-11 ½ points	PIP#2 (Final Written Warning)
12+ points	Separation

* In the event an ITM is experiencing performance issues that separately warrant corrective action, corrective action may be escalated to a higher level, up to and including separation from employment for overall job performance, in accordance with the Company's Progressive Discipline and Just Cause, and Introductory Period policies.

- b) **Verbal Warning:** The Verbal Warning is an opportunity for

the ITM and his/her Supervisor to discuss any concerns the ITM may be facing, and to assist the ITM in ensuring he/she reports to work in a timely manner. This is not a Performance Improvement Plan (PIP). The Verbal Warning will be considered active so long as the ITM's point total is within 5-6½ points.

- c) **PIP#1—Written Warning:** The Written Warning will be considered active so long as the ITM's point total is within 7-9 points.
 - d) **PIP #2—Final Warning:** The Final Warning will be considered active so long as the ITM's point total is within 9 ½ - 11 ½ points.
- 6. In the event an ITM accumulates points sufficient to reach a further level of corrective action before the initial corrective action has been taken (due to the close nature in time of the two events), the ITM will progress directly to the further level of corrective action.
 - 7. An ITM will receive an email notification he/she has reached a new corrective action level and needs to speak to his/her Supervisor. It is the ITMs responsibility to read and acknowledge these communications, and to speak with his/her Supervisor within the deadline stated in the email notification.
 - 8. Corrective action remains effective once a ITMs point value reaches a corrective action level, even if an ITM does not read or acknowledge the notification.
 - 9. **"Calling in Well":**
 - a) ITMs who have called in sick for a pairing or Reserve Availability Period (RAP) may "call in well" after a minimum of 24 hours has passed from the report time of the pairing or RAP missed.
 - (i) Reserves are automatically placed back on reserve starting with their next RAP unless the ITM calls and notifies CSS that they are still sick, or have previously notified CSS they will be sick for multiple days. In order to avoid point accrual reserves must notify CSS they are well prior to the start of their next RAP.

- (ii) Lineholders always have the option to select pairings from Open Time which are available during the original pairing duration.
- (iii) Lineholders who call in sick will be removed from their entire pairing. If a Lineholder subsequently “calls in well”, picks up a pairing from Open Time and operates an assignment over his/her original sick call, the ITM will accrue points only for the actual days of work missed prior to the trip picked up from Open Time. For more information on pay in these circumstances, please refer to **Chapter 10—Getting Paid**.

Note: If an ITM is unable to pick up a trip from Open Time which covers missed days, then the ITM will accrue points for each day of the sick call for the duration of the original pairing.

- b) If an ITM receives a Sick Not Enough Notice (SNN) or No Show (NSH), the ITM will not receive a reduction of points for the Sick Not Enough Notice (SNN) or No Show (NSH) by picking up a pairing in Open Time, as those points accrue for lack of notice, independent of any work days missed.
 - c) If a Reserve ITM is Non Contactable (NCO), they may be placed back on reserve, at the ITM’s option, by speaking with CSS before the end of their Contactable Zone. However, the ITM will not receive a reduction of points for being Non Contactable (NCO).
- 10.** ITMs that are sick, late or no show (NSH) for Refresh, Recurrent, or any other training or company business event with required attendance will accrue points.
- 11.** The Company reserves the right to remove an ITM from any pairing for safety reasons where allowing the ITM to continue may risk the safety of guests or other ITMs. If an ITM is removed from a pairing, points will accrue in accordance with the terms of this policy.
- 12.** Using sick time to attend to personal matters, as an extension of time off, calling in sick for commuting purposes, or flying non-revenue while out sick without prior approval are also

considered an abuse of the policy and will result in corrective action beyond the accumulation of points, up to and including separation of employment, in accordance with the Company's Progressive Discipline and Just Cause policies.

- 13.** If an ITM is absent for three (3) days without notice or approval, the Company will consider the ITM to have abandoned his/her job and voluntarily separated his/her employment with the Company.

14. Record Improvement

- a) Two (2) points will be deducted from the ITM's accumulated point total (until the total reaches zero (0)) for each calendar quarter during which an ITM is on active status for the entire quarter, and has perfect attendance as defined in paragraph c.
- b) Calendar quarters will be as follows:
 - (i) January 1-March 31
 - (ii) April 1-June 30
 - (iii) July 1-September 30
 - (iv) October 1-December 31
- c) The following will disqualify an ITM from perfect attendance and Record Improvement for the calendar quarter(s) in which the incident occurred:
 - (i) Sick call of any kind (SCK, SNN, USK, CAT)
 - (ii) Lateness of any kind (including the first 0 point late check in of five minutes or less in a rolling calendar year).
 - (iii) No Show (NSH)
 - (iv) Non-Contactable (NCO)
 - (v) Stuff Happens (SHP)
 - (vi) Refusal (REF)
 - (vii) Unavailable (UAV) (except for Unavailable associated with Bereavement (UBR))
 - (viii) Dequal / Not Qualified Status (NQU)
 - (ix) Family Medical Leave (FMP, FMU)
 - (x) Workers Comp (WCP and WCU)
 - (xi) Military Leave of Absence (MIL)

- (xii) Medical Leave of Absence (MED and MDP)
- (xiii) Other Leave of Absence (LOA)
- d) The following will not disqualify an ITM from perfect attendance and Record Improvement for the calendar quarter(s) in which the incident occurred):
 - (i) Bereavement (BRV), including Unavailable for Bereavement (UBR)
 - (ii) Jury Duty (JDY)
 - (iii) Company Offered Special Leaves of Absence (SLA)
 - (iv) Personal Days (PDA)
 - (v) Vacation (VAC)
 - (vi) Fatigue (FTG)

15. “Stuff Happens Pass (SHP)”

- a) The “Stuff Happens Pass” (SHP) is intended to be used for those rare, unforeseen emergencies that occasionally happen in life. This pass will allow an ITM experiencing difficulty in reporting to work on time (such as a bridge closure, flat tire, IROPs, or other commuting issues) a one-time “pass”, and will not result in point accumulation for the incident in which the ITM use the SHP. However, the ITM will not be eligible for record improvement for the quarter in which the SHP is used.
- b) Requirements for an ITM to use his/her SHP:
 - (i) ITMs are eligible for the SHP after completing 90 days of employment.
 - (ii) The SHP may be used once every 12 months in a forward rolling calendar year for a lateness of 1-14 minutes, a lateness of 15 minutes or more, a no show (NSH), a missed trip with prior notification, or a non contactable (NCO).
 - (iii) Once an ITM uses the SHP, he/she may not use one again until 12 months after the date it was last used. The SHP can only be used on the first day of a pairing, and does not provide any pay protection.
 - (iv) The SHP cannot be used for a NCO after an ITM reports for a Ready Reserve (RRR) assignment.

- c) If an ITM uses the SHP for a missed pairing, he/she will be given the following options:
 - (i) Select another pairing from Open Time; or
 - (ii) List as “WTF” status through FLICA ; or
 - (iii) Take the unpaid time off.
- d) An ITM must notify CSS as soon as possible if the ITM finds themselves in a situation that may prevent them from getting to work on time or at all.
- e) The ITM must contact his/her Supervisor, or speak to an OCC InFlight Lead to ask to use his/her SHP. **The ITM must affirmatively make the request at the time of the event—it will not be assumed, and will not be applied retroactively.** The Lead will approve the request if it meets the requirements set forth above.
- f) If an ITM is removed from an entire pairing because the ITM used his/her SHP, the ITM may pick up his/her originally scheduled pairing in Open Time if it is available.
- g) The Stuff Happens Pass may not be used for a late report or no show (NSH) for any of the following:
 - (i) A promo team event
 - (ii) A company business (CBS) day
 - (iii) Refresh
 - (iv) Training events other than recurrent training (including ATS training flights)
 - (v) Pairing in which the ITM has been approved to be released from an initial Deadhead segment.
 - (vi) While on Long Call Reserve (LCR)
 - (vii) Operational Assignments or Reassignments
 - (viii) Pairings or assignments with duty periods that touch upon any of the following blackout periods:
 - (a) Independence Day (July 4th)
 - (b) October 31st (Halloween)
 - (c) November 1st (the day after Halloween)
 - (d) The Wednesday before Thanksgiving through the Sunday following Thanksgiving
 - (e) December 24th through December 26th (Christmas)

- Eve through the day after Christmas Day)
(f) December 31st through January 2nd (New Year's Eve through the day after New Year's)

C. THE RELIABILITY POLICY AND LEAVES OF ABSENCE

1. Bereavement, Jury Duty, and approved leaves of absence (e.g., FMLA, worker's compensation leave, military leave, etc.) will not result in points accruing towards an ITM's reliability record. For more information on Leaves of Absence and Record Improvement please see refer to **section A, paragraph 14 – Record Improvement**.
2. Any request for leave should be applied for as far in advance as possible, and no later than 14 days from the first date of absence, unless emergency circumstances prevent such notice. ITMs may contact their Supervisor or People Team representative for further information and/or to apply for a leave.
 - a) In cases where the request is for a planned surgery, an exception will only be granted when the request and required paperwork are submitted and approved by the People Team in advance of the surgery.
 - b) In all cases of extended absences, ITMs must ensure they are adhering to all of the deadlines set forth by the People Team and are in compliance with the Leave of Absence policies as outlined in the Virgin America Playbook.

D. PERFORMANCE EXPECTATIONS

1. PERFORMANCE

- a) ITMs are expected to follow all policies and procedures applicable to InFlight Teammates, including those that are outlined in the InFlight Work Rules, InFlight Manual (IFM), Uniform and Appearance Style Guide, Service Standards, and The Playbook.
- b) ITMs are required to read all IFM Bulletins and encouraged to be current on company email communications at check-in.

- c) Performance concerns may result in corrective action up to and including separation from employment. Performance concerns do not have a point value and may escalate corrective action to a higher level, up to and including separation for overall job performance. All corrective action outside an ITM's introductory period must be in accordance with the Company's Progressive Discipline and Just Cause policies (see The Playbook for more information).

E. SAFETY/SECURITY

- 1. Virgin America is committed to providing a safe work environment for all of our ITMs and guests. As a result, safety and security policies are taken very seriously. Safety and security violations may result in corrective action up to and including separation from employment, in accordance with the Company's policies regarding Progressive Discipline and Just Cause (see the Playbook for more information).

F. PROGRESSIVE DISCIPLINE, JUST CAUSE AND THE INTRODUCTORY PERIOD

- 1. The Company has committed to a policy of progressive discipline for Teammates, which is set forth in full in the Playbook.
 - a) Under this policy, in the event an ITM's performance reaches an unsatisfactory level or an ITM violates a company policy, an InFlight Supervisor will notify the ITM of the concern.
 - b) Certain types of policy violations or other misconduct may require investigation. If the Company makes that decision, ITMs may be placed on an administrative leave pending investigation.
 - c) Discipline, or corrective action, will be progressive in nature, according to the following steps:
 - (i) Verbal counseling/warning;
 - (ii) Initial written performance improvement plan ("PIP #1");

- (iii) Final written PIP (“PIP #2”); and
 - (iv) Separation from employment.
 - d) The primary goal of the progressive discipline process is to offer the ITM the opportunity to correct the behavior or performance issue of concern. The first step, verbal counseling/warning, is considered to be a coaching opportunity. ITMs will advance through the steps if the concern that led to the verbal counseling/warning is not corrected, or if additional concerns arise.
2. The Company has also committed to a policy of ‘just cause’ protection for Teammates, which is set forth in full in the Playbook.
- a) Outside the introductory, or probationary, period (defined below), an ITM may not receive corrective action unless just cause exists for the corrective action.
 - b) Just cause means that Teammates cannot be given corrective action (including separation from employment) unless a reasonable person could conclude there are justifiable grounds for the corrective action based on policy and practice.
 - c) In situations where the performance issue or misconduct is sufficiently serious, just cause may exist to escalate the situation directly to an initial or final written PIP, without prior verbal counseling or written PIP. If the performance issue or misconduct is sufficiently egregious, immediate separation from employment may be warranted.
 - (i) Examples of misconduct that could constitute just cause for immediate separation include, but are not limited to the following: a material disregard for safety, gross misconduct, criminal activity, violation of our drug and alcohol program, intentional falsification of company records, theft, fraud, dishonesty, insubordination, workplace violence, unlawful harassment or discrimination, or other unlawful activity.
 - d) This commitment to ‘just cause’ modifies the Company’s policy of ‘at will’ employment for ITMs upon completion of

- their introductory period.
- e) If an ITM believes there was not just cause for corrective action, the ITM can appeal the decision through either the Peer Review Program for ITMs (see **Chapter 12—Getting Involved**) or the Company's Open Door Policy (in the Playbook), depending on the issue. For eligibility requirements or other information regarding Peer Review or Open Door, please consult those policies or contact your InFlight Supervisor or People Team representative.
 - f) The 'just cause' policy applies only to corrective action. An ITM may be given a written PIP or suspended or separated from employment for administrative, non-disciplinary reasons (such as failing to successfully complete training or under the Company's leave of absence policies). This policy is not intended to change existing practice in those areas.
3. ITMs will serve an introductory, or probationary, period of six (6) months following completion of initial training (based on graduation). During the introductory period, the just cause policy will not apply and the corrective action levels of the Point System for reliability issues will not apply. Upon successful completion of the introductory period, any points accrued during the introductory period will remain intact and corrective action for reliability issues will begin to be based on the ITM's point total.

CHAPTER 3—STAYING CURRENT

A. MAINTAINING REQUIRED CURRENCY

1. MAINTAINING CURRENT CERTIFICATES

- a) ITMs are responsible for maintaining their required currency and qualifications and must immediately notify their InFlight Supervisor of any actual or potential lapse in currency or qualifications. ITMs that do not adhere to company requirements governing required currency and qualifications will not be pay protected for affected trips and may be subject to corrective action.
- b) Please refer to the IFM for specific information on the FAA Certification Card that all ITMS are required to maintain.
- c) For specific information on Recurrent training, please refer to **Chapter 11—Getting Trained**.

2. CARRYING A VALID PASSPORT

- a) Passport Requirements
 - (i) All ITMs must carry in their possession a current and valid passport at all times while working as an ITM. Failure to carry and maintain a valid passport may result in corrective action up to and including the ITM's separation of employment.
 - (a) If, at the time of check-in for a pairing that includes an international segment, an ITM does not have a passport in his/her possession that is valid for the entire pairing, the ITM will be removed from all or part of the pairing without pay, and receive a No Show (NSH).
 - (b) If, at the time of check-in for a pairing that does not include an international segment, an ITM does not have a passport in his/her possession that is valid for the entire pairing, the performance issue will be communicated to the ITM's supervisor and will result in corrective action.
 - (ii) ITMs must also ensure that a scanned copy of their current and valid passport is on file with CSS, by either:

- (a) Meeting with the InFlight Administrative Assistant to have their passports scanned; or
 - (b) Emailing a scanned copy of their passport to the InFlight Administrative Assistant for processing.
 - (iii) An ITM must notify InFlight Leadership and CSS immediately if his/her passport expires. In some cases, ITMs shall not be allowed to work without a current and valid passport.
 - (iv) An ITM with more than one passport must carry and comply with all requirements set forth for the same passport on file with CSS. A different passport from the one on file will not be considered valid to perform ITMs' duties.
- b) Passport Renewal
- (i) ITMs are responsible for ensuring their passports remain valid, by renewing their passports in a timely manner in advance of expiration. ITMs are also responsible for the cost of passport renewals, and are encouraged to plan in advance to minimize the expense.
 - (a) To assist ITMs, the InFlight Administrative Assistant will send email reminders to ITMs whose passports are due to expire within the next 45 days. Within 5 days, an ITM must acknowledge the reminder by either providing an updated passport or stating the ITM's intention to renew his/her passport and by a specific date.
 - (i) The ultimate responsibility of maintaining a current and valid passport remains with the ITM, regardless of whether reminder notices are sent.
 - (ii) An ITM who is experiencing difficulty renewing his/her passport due to reasons beyond the ITM's control must advise InFlight Leadership and CSS immediately.
 - (iii) In the event an ITM needs his/her passport renewal application expedited, the ITM can contact either an

InFlight Supervisor or the InFlight Administrative Assistant to obtain a Passport Expedite letter to provide to the passport agency. Please note that this does not guarantee that the application will be expedited.

- (iv) An ITM who loses flight credit because the ITM does not have a current passport will not be paid for flight time lost and will be subject to corrective action.

B. INTERNATIONAL REQUIREMENTS

1. INTERNATIONAL ENTRY/EXIT REQUIREMENTS

- a) Each ITM must meet the requirements set forth by immigrations and customs enforcement officials upon entering or exiting any of the countries we serve. Some of those requirements are summarized briefly as follows:
 - (i) All ITMs must have a current passport in their possession that is valid for at least six (6) months after the date of entry/re-entry;
 - (ii) Upon entry to another country, ITMs must intend on returning to the U.S. and not remaining in the country of arrival;
 - (iii) Upon entry, ITMs must be in good health;
 - (iv) No ITM may present a security risk (as defined by the host country); and
 - (v) Each ITM must have sufficient funds in his/her possession to support him/her while in the host country.
- b) ITMs must notify CSS immediately and in advance of travel if they cannot meet these requirements. These are mandatory expectations of all ITMs.

2. CRIMINAL RECORDS

- a) Some countries have entry requirements that prohibit individuals with criminal records from entering the country. Some of these countries offer the opportunity to apply for a waiver of this requirement and/or to allow the individual entry through a “rehabilitation process.” If an ITM

anticipates he/she may not be able to enter a country Virgin America serves due to a criminal record, the ITM is expected to apply for any waiver or rehabilitation process available.

- b) Until a waiver is obtained, the ITM must set his/her bid preferences in a manner that avoids travel to that country.
- c) If an ITM is assigned flying to a country where the ITM reasonably believes he/she may be refused entry due to a criminal record, the ITM must notify CSS immediately and will be removed from the pairing without pay protection.

CHAPTER 4 – BASES/SATELLITE BASES AND GETTING TO WORK

A. ITM BASES

1. GENERAL

- a) Virgin America operates 3 ITM bases: SFO, LAX, & JFK (JFK effective January 1, 2014). All ITMs will be assigned to a base.
- b) ITMs are normally responsible for all travel to and from base, as well as lodging and other living expenses incurred at the base.
- c) If an ITM assigned to a base has required company business in another city, or is operationally assigned a trip that starts or ends in a different city than his/her base, the Company will provide the following:
 - (i) Positive space travel on Virgin America to and from his/her base and city the ITM is required to be in (If the ITM elects to travel to this city from a different city or on another airline, the ITM will be responsible for his/her travel expenses.)
 - (ii) Lodging in the required city as necessary.
Note: The Company may arrange the timing of both the Company event and necessary travel to maximize efficiency, and thus, minimize the amount of time the ITM is required to be in the other city. If the ITM elects to remain in the other city for more than the required number of nights, the ITM will be responsible for those expenses.

2. INITIAL BASE ASSIGNMENTS

- a) ITMs bid for their choice of base during initial training. Bids must be submitted via email to Crew Planning (crewplanning@virginamerica.com) within 5 business days after the ITM starts ground school training (by 17:00 SFO time on that date).
- b) Awards will be made based on staffing needs and in ITM seniority order.
- c) ITMs will be notified of the base to which they will be

assigned as soon as possible, and in no case later than 15 business days after the first day of initial training. The award will become effective on the date each ITM completes the IOE portion of his/her training.

- d) All IOE trips shall be assigned by the Company, and may begin at any base or satellite base. The Company will make appropriate travel arrangements for any IOE that begins in a location other than SFO.

3. BASE BIDS

- a) Base bids will be posted quarterly via company e-mail. The Company reserves the right to offer base bids on a more frequent basis (e.g., monthly), as necessary in light of new hire classes or staffing needs.
- b) ITMs must enter their preference for a base award via the ITM Airport Bid folder in FLICA.
- c) ITMs should submit standing bids and ensure they accurately reflect the ITM's current preferences.
- d) Base bids will be awarded in ITM seniority order. If there is more than one base preference listed, FLICA will award the first available base according to the ITM's seniority.
- e) It is an ITM's responsibility to keep his/her bid preferences current. Bid awards are final and can only be changed during the next base bid, and then will be dependent upon availability and seniority.
- f) Once an ITM is awarded a base/satellite base, he/she may not transfer to a different base/satellite base for a period of three (3) months, unless the ITM is a new hire, in which case the ITM can participate in the next airport bid.
- g) ITMs must be on active status to participate in the Airport Bid. ITMs on Special Leaves of Absence (SLOA) are considered to be on active status for this purpose.

4. PICKING UP OTHER FLYING

- a) All ITMs may trade or pick up Open Time trips that originate from another base/satellite base airport in accordance with **Chapter 7—Daily Schedule Adjustments**.
- b) ITMs are responsible for travel to and from that airport, as

well as any lodging and other expenses incurred in that city before or after the pairing.

B. SATELLITE BASES

1. GENERAL

- a) The Company may offer lines of flying out of an airport other than a base. Any such airport shall be referred to as a satellite base. Crew Planning shall determine the number and duration of any such lines of flying.
- b) For these lines of flying, all trips awarded for the bid period will begin and end at the satellite base. As needed, reserve days may be included in the line.
- c) Satellite base lines of flying will be posted for bid. ITMs may designate a satellite base by standing bid (contained in the ITM Airport Bid folder in FLICA).
- d) ITMs who are awarded satellite base lines of flying will be responsible for all travel to and from the satellite base, as well as all lodging and other expenses in that city. The ITM's base will be designated as SFO during the period he/she is assigned the satellite base, regardless of where he/she was previously based.
 - (i) The ITM will be responsible for travel to and from SFO, as well as any lodging expenses in SFO that are incurred for regulatory training events.
 - (ii) In the event an ITM who was previously based in LAX or JFK subsequently wishes to leave the satellite base and return to LAX or JFK, he/she must bid for an opening in a quarterly base bid.
- e) If an ITM assigned to a satellite base has required company business in SFO for any reason other than a regulatory training event, or is operationally assigned a trip that starts or ends in SFO, the Company will provide the following:
 - (i) Positive space travel on Virgin America to and from the satellite base and SFO. (If the ITM elects to travel to or from SFO and a different city or on another airline, the ITM will be responsible for his/her travel expenses.)

(ii) Lodging in SFO as necessary.

Note: the Company may arrange the timing of both the Company event and necessary travel to maximize efficiency, and thus, minimize the amount of time the ITM is required to be in SFO. If the ITM elects to remain in SFO for more than the required number of nights, the ITM will be responsible for those expenses.

- f) The Company will provide lodging in SFO for any SFO layovers contained within satellite base lines of flying.

C. NO DISPLACEMENT RULE

1. ITMs cannot be displaced from a base or satellite base they currently hold by a senior ITM who desires to transfer to that base/satellite base.

D. VOLUNTARY TRANSFERS

1. A ITM who is transferring to a new base or satellite base must complete all pairing(s)/reserve duty period(s) to which he/she was assigned in his/her current base/satellite base prior to transfer.
2. In the event an ITM would like to take time off to accommodate a transfer, he/she should email crewplanning@virginamerica.com no later than 17:00 SFO time on the 28th of the month prior to the opening of the bid for the month in question. Crew Planning will make all reasonable attempts to grant requests for time off for this purpose, dependent upon staffing levels. Pairings and reserve duty periods that are dropped to accommodate a transfer will not be pay protected.
3. In the event a transferring ITM is on reserve status, any days off taken for relocation purposes will count toward the reserve ITM's minimum days off for the month.

E. COMMUTING BENEFITS AND RULES

1. COMMUTING RULES

- a) Virgin America has a unique commuter policy called the

Stuff Happens Pass, which benefits all ITMs, whether they commute by air or ground. For a full description of the Stuff Happens Pass benefit, please refer to **Chapter 2 – Reliability Policy and Performance Expectations**.

- b) All ITMs must pre-plan their work commute, taking into account public transportation delays, traffic, flight availability (on Virgin America or other carriers), and weather factors at the departure city, en-route, and at base.
- c) An ITM encountering issues which may make them late for duty must immediately notify CSS by telephone. ITMs must continuously update CSS as the situation progresses.
- d) An ITM who misses any portion of an assignment due to commuting problems will be considered a No Show (NSH) and will forfeit all pay and credit for the missed duty periods.
- e) All ITMs reporting late or missing assigned flight duty or training events due to transportation issues will be responsible for documenting the circumstances of the event to submit to InFlight Leadership as requested.

2. CREW PARKING BENEFITS

- a) ITMs are eligible for crew parking benefits as outlined in this section. It is the responsibility of each ITM to enroll in one (1) of two (2) available crew-parking programs. Enrollment is not automatic.
 - (i) Airport Parking Pass: ITMs may obtain a pre-paid parking pass at any airport served by Virgin America, if offered by that airport and if sufficient parking is available.
 - (ii) Flat-Rate Parking Allowance: An ITM who does not have a pre-paid airport parking pass may elect to receive a flat monthly parking allowance.
 - (a) The allowance will be equal to the cost of a parking pass at SFO.
 - (b) The allowance will be paid as taxable income on the ITM's regular mid-month paycheck.
 - (c) An ITM's eligibility for the allowance will begin the

later of the following:

- (i) The ITM's first full month on the line, after his/her IOE has begun;
 - (ii) The month after the ITM applies to enroll in the program;
 - (iii) The month after the ITM turns in any company-provided parking passes; or
 - (iv) The month after the expiration date of any company-provided parking passes.
- (d) The ITM must specifically apply to participate in the program.
- (e) ITMs will not receive the allowance for any month during which he/she is on a leave of absence (excluding SLOA), or for any bid period that consists only of credit for paid time off.
- b) An ITM must apply for the parking program he/she desires using the online Parking Request form found at <http://tinyurl.com/crewparking>. An ITM must also complete the form when he/she wishes to change parking programs. The form will be automatically sent to the InFlight Administrative Assistant for processing. See the InFlight Administrative Assistant in the Virgin Village for further details. (Note: an ITM must not request a parking pass directly from a station.)
- c) Once an ITM has enrolled in one (1) of the programs listed above, he/she may not change programs for a period of at least three (3) months.
- d) Once an ITM is enrolled in a program, an ITM will continue in that program until the ITM enrolls in a different program, transfers to a different position or ends his/her employment with the Company.

3. TRANSIT BENEFITS

- a) In addition to one (1) of the options listed in subsection 2, an ITM may also sign up for transit benefits, which can provide Teammates with commuter benefits such as monthly train or bus passes at a discount. For full detail,

please see The Playbook or visit the ADP benefits site (<https://portal.adp.com/public/index.htm> or call 866-MY-VA-BEN (866-698-2236)).

4. TEAM TRAVEL PRIVILEGES

- a) Pass Travel and other travel privileges (e.g., retiree travel privileges, surviving spouse travel privileges, etc.) will be in accordance with the Team Travel Policy.
- b) Minor children of ITMs working on a flight are not permitted onboard unless they are accompanied by another adult travelling with the child on the same flight.

5. INFLIGHT JUMPSEAT RULES

- a) Please see InFlight Manual for rules governing Cabin Jumpseats.
- b) No Double Dipping:
 - (i) ITMs cannot be checked in as an SA2 and listed for the Cabin Jumpseat (SA9) at the same time. If the ITM does not clear in either standby category, he/she cannot jump to the other list and bypass another ITM who may be on that list.

CHAPTER 5—OUR RESERVE SYSTEM

A. GENERAL

1. This chapter describes the Reserve System. ITMs who are not awarded a scheduled line of flying will be assigned to reserve. Reserve ITMs will be available for a number of days during the month 'on-call,' and must be contactable by CSS during specified periods to receive flying assignments. CSS will assign open flying to reserve ITMs in accordance with the rules described below. Reserve ITMs are intended as insurance to protect our flight schedule integrity. Accordingly, a reserve ITM's reliability is critical to the operation.
2. The number of reserve ITMs needed for the operation is determined on a monthly basis by the Director of InFlight and the Crew Planning Department. The number is set as an approximate percentage of the overall InFlight group, taking into account projected monthly flight hours, pre-planned absences, unscheduled absences, etc.
3. The Company utilizes two (2) types of reserve programs for ITMs – a Long Call Reserve (LCR) program and a Short Call Reserve (SCR) program. Each program consists of a monthly schedule of Reserve Duty Periods (RDPs) during which a reserve ITM must be available. ITMs on LCR or SCR will also be assigned to Reserve Availability Period (RAP) during each RDP, as described in this Chapter.
4. All reserve assignments will be made in compliance with all applicable Federal Aviation Regulations (FARs) and scheduling rules contained in the InFlight Work Rules.
5. Each reserve ITM must provide CSS with a telephone number at which he/she can be contacted, and must ensure that information remains current. CSS will attempt to contact the reserve ITM at his/her primary telephone number. If an ITM does not answer their primary number CSS will attempt contact on their secondary number, if listed.
 - a) During an RAP, an SCR ITM must respond to a call or voice message from CSS within 15 minutes.

- b) While on LCR, a reserve ITM must respond to CSS within 30 minutes.
 - c) CSS may also contact an ITM by ACARS via the Flight Deck, but messages may not be transmitted during critical phases of flight. CSS may also transmit communications through other Virgin America Teammates (e.g., GST meeting the ITM's flight).
 - d) If the reserve ITM does not make contact with CSS via telephone or self-notification in CrewWeb within the required time (after block in, in the event of notice during flight), a Non Contactable (NCO) will be placed on his/her schedule.
6. All reserve ITMs will be credited and paid a monthly guarantee, as detailed in Section D below, provided they are available to work the entire bid month, and do not have any unpaid absences.

B. RESERVE BIDDING

1. After the monthly bid has been completed, those ITMs who are not awarded a line of flying must bid for a reserve line using FLICA. Reserve bidding opens on the 12th and closes on the 17th of each month, at 0900 SFO local time. Reserve bid awards will be posted no later than 2000 SFO local time on the 18th of each month.
2. Crew Planning will assign a reserve schedule to any reserve ITM who fails to submit a reserve bid, after all reserve bids have been awarded.
3. Any ITM (excluding ITLs) that can hold a line of flying may elect to bid reserve for any bid month, by selecting the voluntary reserve preference in their PBS bid.
 - a) An ITL may need to be placed on reserve for a full or partial month when returning from an approved Leave of Absence, in accordance with **Chapter 8—Taking Time Off Due to Injury or Illness**.

C. VIRIGN DAYS OFF (VDOs)

1. Virgin Days Off are days a reserve ITM designates as his/her highest priority days off for the bid month. Reserve ITMs are allotted four (4) VDOs per bid month, and can only be designated from currently scheduled days off.
2. Reserve ITMs may add VDOs to their schedules using FLICA, from the 19th through the last day of the month prior to the bid period. Once the bid month has begun, VDOs cannot be added or changed, but may be removed at the ITM's request.
3. Reserve ITMs may not be assigned or otherwise required to work on a VDO unless it is during an IROP (as defined in **Chapter 7—Daily Schedule Adjustments**). During IROPs, a reserve ITM may be extended into a designated VDO in accordance with Section L of this Chapter.

D. RESERVE SCHEDULES AND MONTHLY GUARANTEE

1. If a reserve ITM is available for an entire bid period, he/she will be assigned a schedule of RDPs (19 RDPs in a 31-day bid month and 18 RDPs in a 30-day bid month) and 12 days off (including VDOs and GDOs). Please see glossary for definition of RDP and RAP.
2. If a reserve ITM has pre-assigned paid activities in a bid period, any day(s) scheduled for such activities will be subtracted from his/her total RDPs for that month, and his/her guarantee will not change. Credit granted for any pre-assigned activities will be in accordance with **Chapter 10—Getting Paid**.
3. A reserve ITM who is available for the entire bid period, and who does not have any unpaid absences, will have a bid line guarantee of 75 hours.
 - a) If a reserve ITM has more than 12 unpaid days off (including VDOs, GDOs, and unpaid absences), his/her bid line guarantee will be adjusted in accordance with **Chapter 10—Getting Paid**.
4. The 75-hour guarantee for an ITM who completes initial new hire training during the bid period will be pro-rated in accordance with **Chapter 10—Getting Paid**.

5. If a reserve ITM is available for less than the entire bid period (due to leave of absence, disqualification, completing new hire training, etc.), CSS will build a schedule of RDPs. Schedule preferences will be honored whenever operationally possible. Reserve days will be adjusted as follows:

Available Days	RDPs
1-2	0
3	3
4	4
5-9	5
10-12	8
13-17	10
18-20	13
21-25	15
26-30	18
31	19

E. CONSTRUCTING RESERVE LINES

1. Reserve schedules will be built as a line of LCR or SCR RDP blocks.
 - a) Where operationally possible, RDP blocks will be constructed of four (4) or more days.
 - b) Lines will not be built to include blocks that exceed six (6) consecutive calendar days.
2. When creating reserve schedules, the Company will build SCR and LCR lines as follows:
 - a) The Company will first build sufficient SCR lines to meet anticipated operational needs.
 - b) If possible, the Company will then build all remaining reserve lines as LCR reserve lines. In the event an ITM who is awarded an LCR line prefers SCR, he/she can have some or all of the LCR blocks converted to SCR blocks.
3. Reserve lines will be built with no fewer than two (2) days off between RDP blocks, excluding the monthly transition (the first 5 and last 5 days of each month).

4. SCR lines will be built using blocks of RDPs, with AM or PM RAPs pre-assigned.

Note: The Company has committed to implementing a preferential bid process for reserve ITMs, which will allow reserve ITMs to bid for RDPs using FLICA. Leadership is working with FLICA to implement this process. A Q1 2014 implementation date is targeted, dependent upon FLICA resource considerations.

F. SHORT CALL RESERVE (SCR) RULES

1. SCR RDP blocks consist of a series of RAPs during which the reserve ITM must be contactable and must be able to report for an assigned flight via ground transportation. SCR RAPs are scheduled as either AM or PM in accordance with the times listed in the base/satellite base reserve bid.
2. During an SCR RAP, the reserve ITM must respond to contact from CSS within 15 minutes, and be able to report for an assigned flight or duty within two (2) hours after the initial contact from CSS.
 - a) If an ITM does not call back within 15 minutes after initial contact by CSS a Non-Contactable (NCO) will be placed on his/her schedule.
 - (i) The ITM may then have the choice to remain on their current RAP or be released for the remainder of the RAP. In either case the NCO will remain on their schedule.
 - b) Occasionally (e.g. a last-minute sick call), a reserve ITM may be asked to report within a shorter time frame. In such cases, it is the reserve ITM's choice whether to agree to the early report.
3. CSS will make all reasonable efforts to assign all duty to report within a reserve ITM's RAP. However, when operationally necessary, CSS may need to assign a reserve ITM to report for duty outside the reserve ITM's RAP and/or to reassign the reserve ITM to a different RAP. The following rules will apply to all assignments outside a RAP:

- a) CSS must contact the reserve ITM during his/her scheduled RAP. (CSS may attempt to contact a reserve ITM who is off duty to offer him/her an assignment that reports before his/her next RAP, but the reserve ITM can choose whether to accept that assignment.)
 - b) A SCR ITM who receives a same day flying assignment with a report time beyond the end of his/her current RAP will be automatically released from his/her current RAP at the time he/she receives that assignment.
 - c) CSS will not assign a reserve to report for duty prior to the start of the next scheduled RDP block on a day off.
- 4. Unless he/she has been assigned flying, a SCR ITM will be automatically released at the end of his/her RAP.
 - 5. Unless CSS has attempted to contact him/her, a SCR ITM will be released from duty 15 minutes after block-in of the last flight in the pairing. SCR ITMs are required to check their voicemail for messages from CSS after the last guest deplanes.
 - 6. A SCR who is released from an RAP or flying duty will be given required rest before any further flight duty or RAP.
 - 7. An SCR must notify CSS of any absence at least two (2) hours prior to the start of their RAP.
 - 8. If an SCR calls out sick after being assigned but before the start of the pairing, the ITM will be coded as Sick Not Enough Notice (SNN).

Note: If an SCR is verbally released to required rest by CSS prior to an assignment, they must notify CSS of an absence at least two (2) hours prior to report time.

G. AIRPORT RESERVE DUTY (RRR) RULES

- 1. A SCR may be assigned to airport reserve duty (RRR) at the base/satellite base airport.
- 2. RRR requirements will be determined and assigned by CSS based on reserve availability and scheduled flight volume at the base/satellite base for the day.
 - a) CSS will assign RRR starting with the ITM with the lowest monthly credit.

- b) When reserve coverage permits, CSS will alternate the RRR assignments to prevent a reserve from sitting RRR for multiple consecutive days.
- 3. A RRR RAP may not be assigned to more than six (6) hours of RRR.
- 4. A RRR must sign in at the Village desk, and check-in with CSS using the following procedures:
 - a) A RRR must call CSS using one (1) of the telephones in the Village computer check-in area. CSS will not be able to check in the RRR if calling CSS from another company extension or his/her personal phone.
 - (i) In the event the check-in area telephones are inoperative, the reserve must then report to the InFlight Supervisor on duty, or designee, who will confirm the reserve's check-in with CSS.
- 5. A RRR ITM may leave the Village, but must be contactable by cell phone and be able to report for flight duty within five (5) minutes.
 - a) If a RRR ITM does not call CSS within five (5) minutes, he/she will be considered Non-Contactable (NCO).
 - b) As a result of being Non-Contactable, if the RRR ITM misses a pairing, the NCO will be replaced with a No Show (NSH).
 - c) The ITM may then have the choice to remain on RRR or be released from his/her current RDP. In either case the NCO or NSH will remain on his/her schedule.
- 6. A RRR may be assigned to assist with aircraft boarding or other miscellaneous administrative tasks at the Village.
- 7. If assigned to flight duty, the report time shall be recorded by CSS as the start of duty for that RRR period.

Note: RRR is not subject to proffer rules.

H. LONG CALL RESERVES (LCR) RULES

- 1. LCR RAPs begin at 0001 base local time and end at 2400 base local time on each reserve day.
 - a) An LCR ITM may request limited non-contactable periods, which CSS may grant based on operational needs.

- b) An LCR ITM's FAR duty time begins at scheduled report time for a pairing assignment.
- 2. LCR ITMs will be given at least 12 hours to report to work for a flying assignment. It is the ITM's responsibility to meet this requirement before choosing to bid LCR.
 - a) LCR ITMs may voluntarily waive the 12-hour notification period, provided they remain able to report, rested and fit for duty at the assigned report time.
- 3. An LCR ITM must be contactable between 1200 and 1500 base local time the day prior to the first day of his/her LCR RDP block to receive any assignment for the following day. The LCR ITM must respond to CSS within 30 minutes after receiving the call.
- 4. LCR ITMs who are notified of a flight assignment are released until the report time for that assignment. They are not required to be contactable during this release period.
- 5. Unless CSS has attempted to contact the ITM, an LCR ITM will be released from duty 15 minutes after block-in of the last flight in his/her pairing. At the completion of his/her required rest period, he/she will resume normal LCR availability. LCR ITMs are required to check their voicemail for messages from CSS after the last guest deplanes.
- 6. An LCR ITM who has not been contacted or assigned to duty will automatically be released at 1200 base local time on the last day of his/her block of RDPs.

I. LCR NON-CONTACTABLE/SICK NOT ENOUGH NOTICE

- 1. LCR ITMs who do not return a CSS call within 30 minutes in accordance with section H above will have NON-CONTACTABLE (NCO) placed on their line.
- 2. An LCR must notify CSS of an absence at least two (2) hours prior to the start of the first RAP in his/her RDP block. If an LCR's RDP block has already commenced, the LCR ITM must notify CSS of any absence before he/she is notified of his/her next assignment.
- 3. If an LCR ITM calls out sick after being assigned but before the start of the pairing, the ITM will be coded as Sick Not Enough

Notice (SNN).

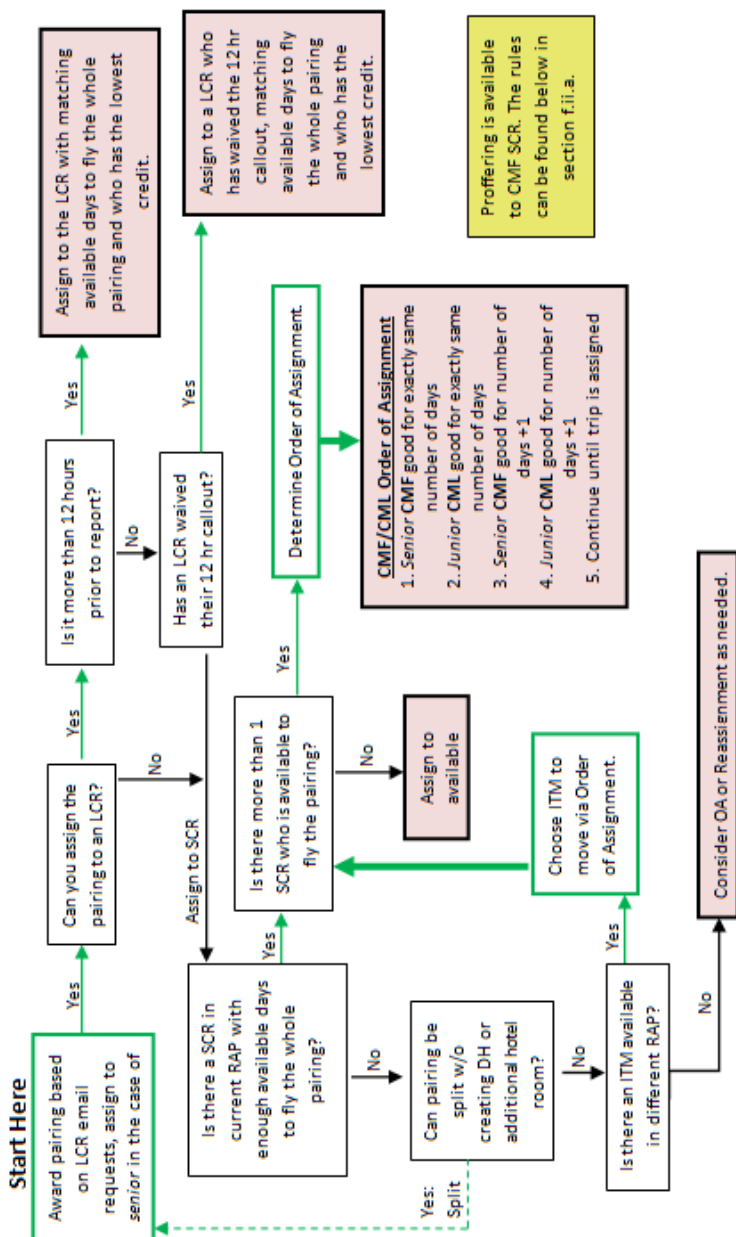
4. An LCR ITM may not use the Stuff Happens Pass (SHP) to mitigate not showing up for an assignment.

J. TRANSITION—LCR-SCR

1. CSS may elect to transition an LCR ITM to SCR when the reserve coverage drops below the minimum reserve buffer. Transitions will only occur when operational coverage is at risk. In such cases, the provisions of this section shall apply.
2. An LCR ITM may only be transitioned from LCR to SCR two (2) times per month, for single or multiple consecutive RDPs.
3. If an LCR ITM is assigned to report for an SCR RAP, the ITM will be released into a crew rest period of not less than 12 hours before beginning the designated SCR RAP. The reserve ITM must arrive in base prior to the beginning of his/her SCR RAP, and is responsible to be rested and ready for a two (2) hour call out.
4. LCR ITMs who complete a flying assignment and are then transitioned to SCR for the remainder of that block of RDPs, will receive legal rest before beginning an assigned SCR RAP.
5. LCR ITMs transitioned to SCR are subject to the SCR rules in section F of this chapter for the remainder of that block of RDPs.
6. LCR ITMs can only be assigned Airport Reserve (RRR) if they have been transitioned to SCR.

K. ASSIGNMENT OF OPENTIME

1. CSS will assign reserves using the following priority rules.



- a) CSS will begin to assign reserves at 1200 SFO local time the day prior to the pairing's report time.
 - (i) If CSS verbally assigns you a pairing or RRR you are considered released from your current RAP until your assigned report time.
- b) LCR ITMs may request assignments for the following day. ITMs must submit any preferences to OCC.STP@virginamerica.com by 1200 SFO local time the day prior to the trip report. In the event that multiple ITMs prefer the same assignment, it will be awarded in ITM seniority order.
 - (i) LCR ITMs may also waive the 12-hour notification period by emailing OCC.STP@virginamerica.com by 1200 SFO local time. The ITM must specify in the email the amount of notice he/she will need to report for an assignment, and is required to accept any assignment that meets the stated criteria.
- c) Once all next day pairing requests have been processed and assigned, CSS will award any remaining next day pairings to available LCRs to the following priority until exhausted:
 - (i) Number of reserve days that best match the pairing duration
 - (ii) LCR with the lowest monthly credit total, available for the entire pairing
 - (iii) SCR
- d) ITMs who review their schedules in CrewWeb will automatically trigger a self-notification of any assignments or modifications. CSS will not provide telephonic notification to a Teammate who has self-notified via CrewWeb. Teammates will not be considered released from their originally scheduled RAP unless verbal notified by CSS.
- e) Call Me First/Call Me Last Option:
 - (i) SCR ITMs may list themselves as Call Me First or Call Me Last for the bid month. ITMs may submit a First/Last preference for each month in FLICA up to the 28th

calendar day @2359 SFO local time. ITMs who do not submit a preference will be considered Call Me First (CMF).

- (ii) If an SCR ITM's monthly total of projected credit exceeds 65 hours he/she will be placed on Call Me Last (CML) status for the remainder of the bid month.
 - (iii) CSS will maintain, and make available for reserve ITM to view, a list of available SCR ITMs that includes their First/Last preference.
- f) Following the assignment of all LCRs, SCR's will be assigned according to the following priority:
 - (i) CSS will match the pairing to be assigned to the SCR ITM that is available for the same number of days as the pairing.
 - (ii) If multiple SCR ITMs are available for the same number of days, CSS will assign the pairing to the senior SCR ITM who has requested CMF.
 - (a) The CMF ITM may ask to proffer the trip, if it is more than four (4) hours prior to report time of the trip they are being assigned, and there is a junior CMF that matches the exact days as the trip. If there isn't a junior CMF that matches the same number of reserve days of the trip being assigned then proffering will not be allowed.
 - (iii) If no SCR ITM who has requested CMF is available for the same number of days, the junior SCR ITM who is designated CML and is available for the same number of days will be assigned.
 - (iv) If no SCR ITM is available for the same number of days as the pairing to be assigned, the senior SCR ITM who is available for the next greatest number of reserve days and has requested CMF will be assigned and has the ability to proffer as outlined above.
 - (v) If no SCR ITM that has requested CMF and is available for the next greatest number of reserve days is available then the junior SCR ITM who is designated CML and is

available for the next greatest number of reserve days will be assigned.

- (vi) If no SCR ITM is available for the same number of days, an SCR ITM may be assigned outside of his/her scheduled RAP.

Note: Only CMF ITMs may proffer, and only at the beginning of a trip.

L. RESERVE SCHEDULE ADJUSTMENTS

1. Changes to a pairing that are made after that pairing has been assigned to a reserve ITM are not considered displacements or reassignments. Reserve ITMs are not eligible for displacement pay protection.
2. Reserve ITMs may not be operationally assigned while on scheduled days off. CSS may attempt to contact a reserve ITM to offer the option to fly on a day off, but it is the reserve ITM's choice whether to accept that assignment.
3. Reserve ITMs already on reserve duty may be reassigned to a trip that operates into a scheduled day off (extended), so long as the day off was not previously designated as a Virgin Day Off (VDO). In the case of IROPs, a reserve ITM may be extended into a VDO, if operationally necessary.
4. If a reserve ITM is extended into a scheduled day off, any lost day(s) off will be returned to the ITM in the same bid month only, honoring the ITM's request for a particular day where operationally possible.
 - a) The requested day off must be attached to previously assigned days off and must be above the minimum reserve buffer (green in FLICA).
 - b) If CSS cannot replace the day off based off of the above criteria, the ITM's bid line guarantee will be increased by the credit value of the duty period that began on the day off. If the duty period began before the day off, but arrives on or after 0101 on the day off, the bid line guarantee will be increased by 3.5 hours.
5. If a reserve ITM is assigned to complete a duty period before

- 2359 base local time on a reserve day prior to a day off, but due to delay(s) is released on or after 0101 local time on the reserve ITM's day off, due to reasons outside the Company's control, the reserve ITM will be released from another RDP in that month based on criteria outlined above.
6. Regardless of whether the replacement day off is provided, the credit hours flown on the scheduled day off will be eligible for premium pay in accordance with **Chapter 10—Getting Paid**.
 7. Where consistent with operational needs, CSS may split an unassigned pairing and assign the revised pairing to an available reserve ITM when it passes through the reserve ITM's base/satellite base in order to prevent assignment into an ITM's day off.
 8. Due to the monthly schedule transition, a reserve ITM may be scheduled for RDP blocks that exceed six (6) consecutive calendar days and/or less than two (2) calendar days off between RAP blocks (within FAR legal limitations).
 - a) During this monthly transition, the period between reserve blocks may be reduced to 24 hours free of duty at the ITMs base/satellite base, or layover city.
 9. Reserve ITMs may jetway swap when they are deadheading back to their base/satellite base airport on the last day of their RDP block and they swap with a lineholder operating that flight. The reserve ITM will receive credit for that flying, which will be applied to his/her monthly guarantee.
 10. Trading RDPs:
 - a) All reserve ITMs are eligible to trade RDPs with another ITM when reserve buffers permit.
 - b) Reserve ITMs must maintain the required total number of RDPs in each bid month.
 - c) Any day(s) traded must be within the same base/satellite base and will remain the same type of RDP (LCR or SCR) and RAP (AM, or PM).
 - d) A reserve ITM may ask to trade a complete reserve schedule with another ITM, no later than 2000 SFO local time on the 21st of the previous month. All requests will need to be

emailed to OCC.STP@virginamerica.com.

- e) Reserve ITMs may trade days with another ITM in the same bid month, subject to the following restrictions:
 - (i) The transaction would result in a block of more than five (5) consecutive RDPs.
 - (ii) The transaction would result in a block of fewer than two (2) consecutive RDPs.
 - (iii) The transaction would result in no less than one (1) day off.
- f) Once a trade is approved and entered into the ITM's schedule, it is final and cannot be rescinded or otherwise changed.

11. Willing to Fly:

- a) Reserve ITMs may indicate their willingness to fly on days off by listing themselves through FLICA as Willing to Fly (WTF).
- b) A reserve ITM who accepts a WTF flying assignment will receive premium pay for any duty periods in that assignment that begin or end on previously scheduled days off in accordance with **Chapter 10—Getting Paid**. If the ITM ends up with fewer than 12 unpaid days off during the bid period, his/her bid line guarantee will be adjusted in accordance with **Chapter 10—Getting Paid** section D.

M. OUT-OF-BASE RESERVE ASSIGNMENTS

- 1. A reserve ITM may be assigned a trip, RAP or RRR at a station other than his/her base/satellite base. Lodging, per diem, and deadhead travel to and from the ITM's base/satellite base will be provided.
- 2. An SCR will be given at least two (2) hours notice prior to an assignment.
- 3. An LCR will be given at least 12 hours notice prior to an assignment.
- 4. The ITM may decline the deadhead positioning flight and travel directly to the assignment station, but must inform CSS of his/her intent to do so at the time of the assignment. Deadhead

credit for the trip will still be paid.

- a) The ITM accepts full positioning responsibility and will be required to be on time for his/her assignment.
- b) An ITM who calls in sick after release from deadhead will have a Sick Not Enough Notice (SNN) placed on his/her schedule, and will accrue points based on the InFlight Reliability Policy.
- c) An ITM who fails to report on time after releasing from deadhead will have a No Show (NSH) placed on his/her schedule, and will accrue points based on the InFlight Reliability Policy.

N. SATELLITE BASE RESERVE

- 1. The Company may decide to designate reserve slots for ITMs at satellite bases. In most cases, reserve coverage in satellite bases will be less than at domicile bases, and the schedules of satellite base reserve ITMs may be less predictable.
- 2. All normal reserve rules set forth in this Chapter apply to satellite base reserve ITMs, with the following exceptions:
 - a) There is no LCR available for reserve ITMs in satellite bases.
 - b) SCR lines may be built without reference to the AM/PM schedules described in section E above (e.g. they may be scheduled with different RAP start/end times, etc.).
 - c) In the event a satellite base reserve ITM is assigned to operate a flying assignment out of his/her base, the ITM will be provided lodging, per diem, and deadhead travel to and from the ITM's base/satellite base.

CHAPTER 6 – LINEHOLDER BIDDING

A. THE MONTHLY BID PROCESS

1. GENERAL

- a) ITMs will be given the opportunity to bid for schedules of flying on a monthly basis as described in this section.
- b) Each bid month will reflect the corresponding calendar month, with the following exceptions:
 - (i) 'January' will include January 1st through January 30th.
 - (ii) 'February' will include January 31st through March 1st.
 - (iii) 'March' will include March 2nd through March 31st.

2. ELIGIBILITY FOR BIDDING

- a) In order to participate in a monthly bid, an ITM must be on active status, current, and qualified prior to the close of the monthly bid period.
- b) If an ITM is returning from an extended absence (as defined in **Chapter 8—Taking Time Off Due To Injury or Illness**), the following rules will apply:
 - (i) The ITM may participate in the monthly bid so long as he/she submits all necessary paperwork and otherwise complies with applicable leave policies at least three (3) days before the bid opens. ITMs should contact their InFlight Supervisor or People Team representative for information regarding what will be required (e.g., doctor's release, etc.).
 - (ii) If the ITM submits the required paperwork after this point, CSS will build a schedule for him/her as follows:
 - (a) If the ITM is junior to the junior-most lineholder in his/her bid status for the bid month in question, CSS will build him/her a reserve line in accordance with **Chapter 5—Our Reserve System**. The appropriate monthly reserve guarantee will apply.
 - (b) If the ITM is senior to the junior-most lineholder in his/her bid status for the bid month, he/she may choose one of the following options:
 - (i) The ITM may pick up any available and legal

pairings from Open Time, and will receive credit for any trips added to his/her schedule, with no minimum monthly guarantee. The ITM will not be able to drop any trips voluntarily added until he/she meets the minimum monthly guarantee, or

- (ii) CSS may build him/her a reserve line in accordance with **Chapter 5—Our Reserve System**. The appropriate monthly reserve guarantee will apply.

3. BIDDING FOR A SCHEDULE

- a) On or before the first day of each calendar month, Crew Planning will distribute a Bid Opening Announcement for the following month's bid via company email.
 - (i) The announcement will include the dates and times of all bidding events for that month.
 - (ii) The announcement may include other information ITMs may want to consider while bidding (e.g. new destinations, schedule changes, projected reserve availability, etc.).
- b) ITMs may enter their schedule preferences via FLICA. If an ITM does not enter a bid, and does not have a standing default bid in FLICA, he/she will be assigned to reserve and may bid for a reserve schedule in accordance with **Chapter 5—Our Reserve System**.
- c) The bidding and award dates and times for each bid month are scheduled during the immediately previous month, as follows:

Lineholders	
1 st calendar day by 2000 SFO time	PBS bid opens
7 th calendar day @ 0900 SFO time	PBS bid closes
10 th calendar day by 2000 SFO time	PBS bid awards published
12 th calendar day @ 0900 SFO time	Open time released
22 nd calendar day @0900 SFO time	ITMs may pick up open ITL pairings
23 rd calendar day @ 0900 SFO time	ITMs may pick up out-of-base pairings
25 th calendar day @0900 SFO time	Split Trip requests opens for the following month

Reserves	
12 th calendar day by 2000 SFO time	Reserve bid opens
17 th calendar day @ 0900 SFO time	Reserve bid closes
18 th calendar day by 2000 SFO time	Reserve bid published
28 th calendar day by 2359 SFO time	CMF/CML Requests Closes

- d) Crew Planning will make every effort to comply with this schedule of events. If the bidding and award schedule must be modified due to technical difficulties or operational need, ITMs will be notified via company email, as well as via a message on the FLICA Main Menu page. The notification will include the reason for the delay and the anticipated new date and time that event will occur.

B. BID AWARD

1. GENERAL

- FLICA is a computerized preferential bid system (PBS) that Crew Planning uses to construct monthly schedules for ITMs. All schedule awards will be made in accordance with applicable FARs, and the InFlight Work Rules. In cases where these specifications conflict, the more restrictive limitation will apply.
- During the bid award, Crew Planning will determine the number of lines to be awarded in each bid status, taking

into account the number of ITMs available, total block time, reserve requirements, etc.

- c) The PBS system will construct monthly schedules in seniority order based on the preferences submitted by each ITM. ITMs who are not awarded a line of flying will be assigned to reserve, and may bid for a reserve schedule in accordance with **Chapter 5—Our Reserve System**.

2. BID AWARDS

- a) Monthly Award Credit:
 - (i) The monthly credit value is the total credit hour value of all scheduled pairing and planned absences (e.g., vacation, recurrent and upgrade training, scheduled company meetings, personal days, authorized leaves of absence, etc.).
 - (ii) Vacation payout, and credit for a calendar day layover will not be added to the ITM's schedule as a planned absence, and the credit will not count toward the monthly credit to be awarded for the bid period.
 - (iii) The minimum monthly credit for lineholder bid awards is 70 credit hours.
 - (iv) The maximum monthly credit for lineholder bid awards is 100 credit hours.
- b) Award Buffers:
 - (i) In addition to applicable FAR flight and duty time limits, FLICA will apply the following buffers while constructing schedules:
 - (a) An ITM will not be awarded a pairing that would cause him/her to be released from duty after 2100 base local time on his/her 6th consecutive calendar day of duty.
 - (b) An ITM will not be awarded a pairing that would result in him/her not having an uninterrupted rest period of at least 25:30 during any seven (7) consecutive calendar days.
 - (c) An ITM will not be awarded a pairing if it results in less than 10 hours of rest before or after an already

awarded pairing.

- (d) An ITM will not be awarded a pairing if it results in less than nine (9) hours of rest before a training or other company business event.
- (e) An ITM will not be awarded a pairing that reports on the same calendar day that an already awarded pairing releases.
- c) FARs state that ITMs may not be scheduled or assigned to pairings that exceed 14 hours of scheduled duty, unless the flight is augmented with additional flight attendants, in accordance with FAR 121.467. The maximum duty limits only apply to scheduled times. If the ITM's duty exceeds 14 hours due to delays on scheduled flights, the ITM will not be considered to have exceeded maximum scheduled duty.

C. BID AWARD DISCREPANCIES AND ERRORS

1. If an ITM believes his/her bid award contains an actual or potential FAR legality issue (e.g. exceeds flight time or duty time limits, does not comply with rest requirements, etc.), he/she should contact Crew Planning as soon as possible and notify them of his/her concern. If Crew Planning does not resolve the issue to the ITM's satisfaction, he/she should speak to his/her InFlight Supervisor.
2. If an ITM believes that Crew Planning has made an error in the bid award or applied a rule incorrectly in a way that does not cause an FAR legality concern, he/she may contact Crew Planning to advise them of his/her concern. If Crew Planning does not resolve the issue to the ITM's satisfaction, he/she may speak to his/her InFlight Supervisor. In addition, if the ITM feels an InFlight Work Rule violation has occurred, he/she may submit a Rulebook Dispute Resolution (RDR) form. (See **Chapter 12—Getting Involved**)

D. ADDITIONAL STAFFING

1. The Company may add an additional ITM to a full or partial pairing in the following situations:

- a) Training purposes, observation flights, cabin audits, IOE, etc.
 - b) Inaugural flights, charter/ad-hoc flights, promotional events, special events, etc.
2. ITMs operating as an additional ITM will follow all applicable procedures as outlined in the IFM

E. CHARTER FLYING

1. There are two (2) types of charter flights: track charter (long term) and ad-hoc (special events)
 - a) Track charter flights shall be awarded by InFlight seniority order during the monthly PBS in FLICA.
 - b) Ad-hoc charters will be staffed using ITMs on the Promo Team.
2. ITMs operating charter flights follow all required policies and procedures as outlined in the IFM.
3. Service levels and procedures, catering, and guest communications may vary based on contract and client requirements.
4. Charter flights may operate from non-VX stations for both the origin and destination of the flight.
5. Catering may involve additional assistance and flexibility from ITMs.
6. Details on charter flights will be communicated to the ITL and Captain, as appropriate by InFlight Leadership and/or Catering Team.

CHAPTER 7 – DAILY SCHEDULE ADJUSTMENTS

A. REPORT & RELEASE TIME RULES

1. REPORTING FOR DUTY

- a) It is the responsibility of each ITM to know the report time for each of his/her assigned duty periods. ITMs are expected to report on time, rested, and ready for each duty period. ITMs are also required to read all IFM Bulletins and be current on company email communications at check-in.
- b) ITMs must use CrewWeb to check reporting times, not FLICA.
- c) ITMs must report for duty at least 60 minutes prior to scheduled departure, as follows:
 - (i) For flights originating from the ITM's base/satellite base, the ITM must report to the crew check-in facility (Virgin Village) and complete the CrewWeb check-in procedure. In the event computer check-in is not possible due to technical problems, ITMs can:
 - (a) Call CSS using one (1) of the designated telephones in the Village check-in area. CSS will not be able to check in an ITM if he/she is calling CSS from another company extension or his/her personal phone.
 - (b) In the event the check-in area telephones are inoperative, or in use, the ITM must then report to the InFlight Supervisor on duty, or designee, who will confirm the ITM's check-in with CSS.
 - (ii) For flights that originate away from the ITM's base/satellite base, the following rules apply:
 - (a) ITMs must report to the area designated by the Captain for transportation to the airport. The Captain (or ITL, if Pilots are on a separate pairing) will determine the meeting time to ensure the crew arrives at the airport 60 minutes prior to the scheduled departure. (Any ITL who uses alternate accommodations remains responsible for coordinating the crew report time and location the

following day.)

- (b) Upon arrival at the airport, ITMs should report to the departure gate, and must be onboard 45 minutes prior to the scheduled departure.
- (c) If an ITM uses personal transportation, he/she must report to the airport 60 minutes prior to the scheduled departure.
- d) On reduced rest, ITMs may have their report time adjusted to arrive at the airport 45 minutes prior to departure time.
- e) For deadhead flights, CSS may adjust an ITM's report time to 30 minutes prior to departure time based on operational need.
- f) If for any reason ITMs are not able to report on time, they must personally notify CSS by telephone of the circumstances and their estimated time of arrival.
- g) ITMs who are late for the first segment of their pairing still must check-in at the Virgin Village, unless otherwise directed by CSS.
- h) CSS will make every effort to notify ITMs of published flight delays in excess of one (1) hour.
- i) During an IROP, the Captain will be the primary contact for CSS to notify of any adjusted or delayed report times. In the event the Pilots and ITMs are on separate pairings, CSS will instead contact the ITL; the ITL will be solely responsible for contacting the rest of the cabin crew with the updated information.

2. RELEASE FROM DUTY

- a) ITMs are considered released from duty 15 minutes after actual block-in of the final scheduled flight in a duty period at base/satellite base or layover city.
- b) ITMs are required to acknowledge any communications from CSS that are made prior to the ITM's release time.
 - (i) Where possible, CSS will attempt to reach ITMs via telephone. Every ITM must provide CSS with a telephone number at which he/she can be contacted, and must ensure that information remains current.

- (ii) Where necessary, CSS may transmit communications via ACARS, but messages may not be transmitted during critical phases of flight. CSS may also transmit communications through other Virgin America Teammates (e.g., a GST meeting the ITM's flight).
 - (iii) For safety reasons, in the event of an ITM's personal emergency, CSS will contact the ITM via telephone after block in.
- c) Due to extenuating circumstances when operationally necessary, the ITL may extend any ITM's release time (e.g., if an ITM is delayed on the aircraft due to a medical or security issue). The ITL must first notify CSS. If any ITM has a concern as to whether the release time should be extended, the ITM should address the issue with his/her InFlight Supervisor and CSS.
 - (i) As pay credits are based on block times, extending any ITM's release time will not result in additional pay credit.
 - (ii) However, if the duty time is extended on the last day of the pairing, this will result in additional per diem.
 - (iii) Extended duty time does count toward determination of legal rest.

3. REST AFTER RELEASE FROM DUTY

- a) Required crew rest periods shall begin immediately upon completion of an ITM's duty period.
- b) An ITM is not required to respond to the Company during a rest period. However, CSS may telephone an ITM once, or leave a message with the hotel answering service. The ITM may wait until the scheduled end of the rest period to return the call.
- c) In the event that crew shuttles are delayed substantially, the ITL should coordinate with the Captain for alternate transportation. If there is no Captain/ITL available, ITMs can call CSS to arrange alternate transportation, or authorization for taxi reimbursement.
- d) On a layover, any ITM who decides to use alternate lodging

accommodations must advise the other ITMs and Captain how he/she may be contacted if necessary.

B. VOLUNTARY SCHEDULE ADJUSTMENTS

1. OPEN TIME AND TRADE BOARD PROCEDURES

- a) The following types of requests for Open Time voluntary schedule adjustments (excluding jetway swaps) may be submitted in FLICA:
 - (i) **ADD:** Picking up a pairing from Open Time without dropping another pairing on the ITM's schedule.
 - (ii) **SWAP:** Dropping a pairing to Open Time and picking up a different pairing from Open Time. SWAP requests must be submitted no less than three (3) hours before the report time of the pairing to be added, or 18 hours before the report time of the pairing to be dropped, whichever is earlier.
 - (i) **DROP:** Dropping a pairing to Open Time without picking up another pairing. DROP requests must be submitted no less than 18 hours before the report time of the pairing to be dropped.
 - (ii) **TRADE:** Trading a pairing to or from another ITM. This can be either a one-way trade (where an ITM drops a pairing and another ITM picks it up) or a 2-way trade (where 2 ITMs exchange pairings with each other). TRADE requests must be submitted and approved by both ITMs at least three (3) hours before the report time of the earliest pairing involved.

Note: Trades executed less than three (3) hours before an individual flight segment will be considered a jetway swap for pay purposes.
- b) ITMs may pickup partial pairings (via ADD, SWAP, or TRADE) or drop partial pairings (via DROP, SWAP, or TRADE). Split pairing requests will be subject to all rules regarding voluntary schedule adjustments, as well as the following:
 - (i) Split pairing requests will not be accepted before 0900 on the 25th day of the month prior to the

bid period during which the pairing begins.

- (ii) A pairing may only be split at the base/satellite base at which the pairing originates. If a pairing originates at a location other than the ITM's base/satellite base they will need to send an email to occ.stp@virginamerica.com for manual processing.
- (iii) All split pairings that remain on either an ITM's schedule or in Open Time must begin and end at the same airport.
- (iv) ITMs may only split a pairing if the request includes legs that occur either at the beginning or end of the pairing.
- (v) A split duty period that remains in Open Time will be considered an open duty period when checking reserve coverage, even if the ITM making the request works the other portion of that duty period.
- (vi) A split duty period that remains on the ITM's schedule, and has less than 3.5 hours of scheduled block time, will not be eligible for minimum duty period credit. This will apply to both ITMs when a trade results in a split duty period.
- (vii) A split pairing request will not be approved if it would incur additional deadhead, transportation, or lodging expenses.
- (viii) Split pairing requests must be processed manually by the STP desk. This will place all other requests within the same bid close folder on hold until the partial pairing request can be processed.
- (ix) If the request is denied the reason for denial will show in FLICA.

2. RULES THAT GOVERN DAILY SCHEDULE ADJUSTMENTS

- a) Voluntary schedule adjustments are any changes an ITM makes to his/her awarded bid schedule.
- b) Voluntary schedule adjustments for the bid period (excluding jetway swaps) can be requested in FLICA after 0900 SFO time on the 12th calendar day of each month.
- c) All requests submitted via FLICA will be processed on a first-

come, first-serve basis. Processing may be delayed in the following circumstances:

- (i) If a request has to be held for manual processing, all subsequent requests will be held until that request is processed, to ensure that all requests are processed on a first-come, first-serve basis.
 - (ii) In the event of heavy volume, such as typically occurs when Open Time opens, FLICA may take longer than normal for requests to be processed.
- 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.
Note: All trading, swapping, adding, and dropping of pairings is based on actual credit hours, not scheduled credit hours or block hours. Credit for vacation payout, working during vacation, day off, meet guarantee, and credit for a calendar day layover will not count toward the minimum or maximum credit hours.
 - (iv) A release of later than 2100 on the ITM's 6th consecutive calendar day of duty, or less than 25:30 of rest during seven (7) consecutive calendar days.
 - (v) Reserve staffing levels below minimum buffer levels.
 - (vi) If an ITM requests a pairing that starts or ends at a different base or satellite base than the ITM's previous or next pairing, with less than 15 hours between pairings the request will be placed on hold for manual processing. CSS will consider normal travel time between the two (2) airports when determining sufficient FAR required rest between trips.
 - (vii) A projected rest period less than required rest.
- e) For the first 11 days that Open Time is available, an ITM may only pick up pairings that begin at his/her base/satellite base. He/she may pick up pairings from another

base/satellite base beginning at 0900 SFO local time on the 23rd day of the previous month.

Note: This restriction does not apply to trades with other ITMs.

- f) For the first 10 days that Open Time is available, a Teammate who bids as ITM may only pick up pairings from Open Time that are for the ITM/FA position. ITMs may pick up pairings in the ITL/LD position beginning at 0900 SFO local time on the 22nd day of the previous month.
Note: This restriction does not apply to trades with ITLs.
- g) If a request will result in an ITM dropping a duty period into Open Time without picking up another duty period for that same date, the number of net reserve ITMs on the affected date(s) must remain at or above the reserve buffer or the request may be denied (depending on reserve balancing as calculated by FLICA).
 - (i) The net number of reserve ITMs is calculated for each date as the total number of reserves minus the number of open duty periods. The net reserve total will fluctuate depending on several factors including irregular operations, adds, drops, sick calls, etc.
 - (ii) The reserve buffer is set by CSS and may vary each day depending upon operational needs.
 - (iii) If an ITM is dropping a duty period on a date where net reserves are below the reserve buffer, and is simultaneously picking up a duty period on a date where the reserve deficit is higher than the reserve deficit for all days on which the ITM is dropping a duty period (i.e., improves worst case scenario), the request may be approved with 'reserve balancing,' as calculated by FLICA.
- j) To prevent potential flight, duty, and rest legality conflicts, ITMs may not submit requests between the time bidding for the following month closes and the time the bid is awarded, if the request involves a trip that touches any of the last six (6) days of the current bid period.

- k) If a lineholder voluntarily adjusts his/her schedule, then that ITM's bid line guarantee will be adjusted by the value of the trips added or dropped.
- l) Requests to be released from a DHD segment will only be considered for the first or last segment of a pairing.
 - (i) Requests may be made no more than 24 hours in advance of the deadhead flight report time.
 - (ii) The Stuff Happens Pass (SHP) cannot be used for a pairing in which the initial Deadhead segment has been dropped.

3. WILLING TO FLY (WTF)

- a) A lineholder ITM who advises CSS in advance that he/she is available to fly on a scheduled day off is coded as a 'WTF' for each day specified. If premium pay is being offered for a pairing(s) on a given day, CSS will first attempt to contact an ITM listed as WTF for that day, before contacting other ITMs.
 - (i) WTF days may be designated via FLICA.
- b) CSS may contact the ITM and ask if the ITM is willing to take a trip available during the WTF period, but the ITM may decline any such assignment at his/her discretion.
- c) An ITM on WTF status may contact the STP desk at occ.stp@virginamerica.com to be removed from WTF status at any time, but must work any WTF trip he/she accepted for assignment.
- d) All WTF assignments will be made in ITM seniority order to those ITMs who are legal for the flight/duty to be assigned (without the necessity of future schedule adjustments).
- e) An ITM will receive premium pay for all actual block time flown to which he/she is assigned while on WTF
 - (i) An ITM who picks up Open Time, on his/her own, on a WTF day, will not receive premium pay for that trip. The trip must be assigned by CSS to be eligible for premium pay.
- f) If a WTF ITM is assigned to a pairing that requires one (1) or more flights to be removed from his/her original schedule,

the displacement and reassignment rules will apply as outlined in **Chapter 6—Daily Schedule Adjustments.**

4. JETWAY SWAPS

- a) A jetway swap is an agreement between two (2) ITMs in which one (1) ITM flies the last leg of another ITM's pairing (i.e., the return flight to the base/satellite base). The operating ITM will receive credit for the flight, and the ITM who drops the flight will be released from duty and have credit for the dropped flight deducted from his/her schedule.
- b) Proposed jetway swaps must be pre-planned and coordinated between ITMs, and must not cause a delay. The minimum daily credit for both ITMs involved in a jetway swap will not be applicable for the day the swap is flown. Jetway swaps may require CSS to build a deadhead/travel leg within the participating ITM's pairings. This leg is built only to show the ITM traveling to or from his/her base/satellite base, and no credit will be paid for the deadhead/travel leg.
- c) A jetway swap may not be requested before the date of the flight at issue. Both ITMs must be physically present at the departure gate, at report time, in uniform and with all required items for the request to be approved.
- d) Jetway swaps must be checked for legality and approved by CSS manually. CSS may be unable to process a jetway swap request due to irregular operations or other operational needs.
- e) In the event that CSS denies the jetway swap, the ITM who originally held the flight in his/her pairing will be responsible for working the flight.

C. DAILY SCHEDULE ADJUSTMENTS

1. DAILY COVERAGE AND ASSIGNMENT OF OPEN TIME

- a) Pairings that are not awarded during the PBS monthly bid are considered as open trips or Open Time. Open Time consists of pairings with one or more vacancies in the ITM

or ITL positions.

- b) CSS may begin to assign open pairings to reserve ITMs no earlier than 1200 the day prior to the pairings report time.

2. IRREGULAR OPERATIONS (IROPS)

- a) IROPS are significant disruptions to flight operations caused by weather, ATC, maintenance delays, or other factors. The OCC Operations Manager will determine when IROPS exist at one (1) or more airports in the system. OCC will make every effort to notify affected crewmembers when an IROP situation exists.
- b) In the event of IROPS, the Company will make all reasonable efforts to return the ITM to his/her base/satellite base as soon as possible after his/her scheduled return.
- c) An ITM whose flight is delayed or canceled may be rescheduled to work an alternate flight to protect the operation, in accordance with paragraph iv and v below.
- d) ITMs may not refuse a scheduled or modified pairing. Refusal of an assignment may lead to corrective action, up to and including separation from employment.
- e) **Duty Days In Excess Of 14 Hours**
 - (i) On occasion due to the nature of IROPS, an ITM's duty day may exceed 14 hours. Any ITM who exceeds 14 hours of duty will be provided with the following benefits and protections:
 - (a) Additional compensation in the form of IROP pay, as set forth in **Chapter 10 – Getting Paid**;
 - (b) An option to forgo (decline to work) an assignment that would extend an ITM's duty period beyond 18 hours, in accordance with paragraph ii, below ("Walk or Waive"); and
 - (c) Extended rest, as set forth in paragraph iii, below.
 - (ii) ITMs have the choice to forgo the segment(s) of an assignment that would extend his/her duty period beyond 18 hours, or remain on duty and complete the pairing, according to the following "Walk or Waive" procedures:

- (a) If a published delay results in a projected duty day exceeding 18 hours, the ITM may elect to be removed from that flight segment at the time the delay is published (“Walk”).
 - (i) The ITM must contact CSS before the boarding process starts for the flight they are being removed from.
 - (ii) If necessary, the ITM must remain on duty to assist with boarding until his/her replacement ITM has arrived, but will not be required to remain on duty beyond 18 hours.
 - (iii) The ITM will then be released to required rest, or extended rest if applicable in accordance with Paragraph 3, below. If the ITM is in his/her awarded base, the ITM will be released from duty rather than to rest if the rest would extend to or beyond the original release time of his/her pairing.
 - (iv) Upon the completion of the rest period, the ITM will be placed on DRA status for the remaining footprint of his/her pairing and subject to reassignment in accordance with the DRA procedures set forth in **Chapter 7 - Daily Scheduling Adjustments**. If the rest extends to or beyond the release time of the ITM’s original pairing, at the end of the rest period the ITM will be deadheaded back to his/her awarded base and then released from duty.
 - (v) The ITM will receive pay protection for any flight segments removed from the ITM’s schedule as a result of exercising this option, in accordance with **Chapter 10 – Getting Paid**.
- (b) An ITM may choose to remain on duty, and continue the flight assignment (“Waive”).
 - (i) If the ITM chooses to remain on duty, he/she will not have another option to “Walk” unless

there is a further published flight delay and the boarding process for the flight has not commenced. In the event there is a further published delay and boarding has not commenced, the ITM will have a new opportunity to choose to Walk or Waive.

- (ii) Following completion of the duty period, an ITM who has opted to continue the flight assignment will then be released to required rest, or extended rest if applicable in accordance with paragraph iii, below.
- (c) In either case, the ITM will receive IROP pay based on actual duty time completed, in accordance with **Chapter 10 – Getting Paid.**
- (iii) ITMs with duty periods of 16 hours or greater will be provided with rest as follows:
 - (a) ITMs with duty periods of 16 hours or greater but less than 18 hours (16:00-17:59) will be provided with a rest period of at least ten (10) hours.
 - (b) ITMs with a duty period in excess of 18 hours (18:00 or more) will be provided with a rest period of at least 12 hours.
 - (c) An ITM may choose to waive extended rest by contacting CSS.

3. DISPLACEMENTS AND REASSIGNMENTS

- a) A lineholder will be considered displaced when the Company removes him/her from any assigned flight duty after the monthly bid has been awarded.
- b) ITMs may not refuse a reassignment following a displacement.
- c) Changes made to pairings that are assigned to reserve ITMs are not considered displacements or reassignments.
- d) When a ITM is displaced, one of the following two (2) displacement codes will be assigned to his/her schedule for any flying removed:

- (i) DRL – Displaced and Released: The ITM is removed from all or part of his/her pairing and is immediately released from all duty that is included in the DRL. ITMs placed on DRL are not required to be contactable by CSS while off-duty. DRL status will be pay protected in accordance with **Chapter 10—Getting Paid**.
 - (ii) DRA – Displaced and Re-Assignable: The ITM is removed from all or part of his/her pairing, but must remain contactable for a specified period of time and may be re-assigned to other flight duty as described in this section. DRA status will be pay protected in accordance with **Chapter 10—Getting Paid**.
- e) CSS may displace an ITM from one (1) or more legs in the middle of a sequence. In such cases CSS will attempt to adjust the ITM's pairing such that he/she rejoins his/her original schedule. If the ITM cannot reasonably be returned to any flights in his/her original pairing, refer to paragraph f, below.
- f) When CSS determines it is necessary to displace a ITM from all remaining flights in a pairing that is in progress, the following procedure will be used:
 - (i) If CSS has a flying assignment available for the ITM at the time of the displacement, he/she may be re-assigned to that flight duty.
 - (ii) If, at the time the ITM is notified of the displacement, CSS has no additional flying available and does not reasonably expect to have an additional assignment for the ITM; he/she will be placed in DRL status and immediately released until the time of his/her next scheduled report.
 - (iii) If, at the time the ITM is notified of the displacement, CSS has no flying available but they expect they will have an additional assignment for the ITM within two (2) hours of the displacement, he/she may be placed in

DRA status. The ITM must remain contactable by CSS until two (2) hours after he/she is notified of the displacement. Within two (2) hours of being notified of the displacement he/she must be re-assigned, released to DRA rest, or released DRL.

- (iv) If CSS has no flying available within two (2) hours of the time the ITM is notified of the displacement, but reasonably expects that they will have an additional assignment available later the same day, or the next day, they may release the ITM to minimum required rest. At the completion of the assigned rest period the ITM will contact CSS. If CSS does not have a flying assignment for him/her at that time, he/she will be released DRL.
- (v) The following rules apply to DRA rest periods:
 - (a) CSS may attempt to contact an ITM once during a DRA rest period. The ITM may wait until the end of the rest period to return the call.
 - (b) An ITM who is placed into a DRA rest period at an airport other than his/her base/satellite base will receive company-provided lodging and per diem for that rest period.
 - (c) An ITM placed in a DRA rest period at his/her base/satellite base will be offered company-provided lodging if the DRA status exceeds two (2) hours.
- g) If an ITM is displaced at an airport other than his/her base/satellite base and he/she is not reassigned to other flying duty, he/she will be assigned a deadhead leg to return him/her to his/her base/satellite base on the next available Virgin America flight.
 - (i) He/she will be provided a positive-space seat on the deadhead flight.
 - (ii) If no Virgin America flights are available on the current

day, the ITM will be provided with lodging and per diem at the outstation until such time as a flight is available.

- (iii) If an ITM has been displaced DRL from all remaining flights in his/her sequence, he/she may choose to travel from the outstation to an airport other than his/her base, and/or on another airline. If the ITM elects to make alternate travel arrangements, he/she will notify CSS of his/her intentions and the Company will not be responsible for any expenses incurred during such travel. The ITM will still receive deadhead credit for the scheduled return leg to his/her base.
- h) In cases of severe IROPs (e.g. an airport is closed for an extended period due to weather, etc.) ITMs may be required to remain in an extended DRA status at an outstation to assist with the operational recovery.
- i) A reassignment that results in a scheduled release time later than four (4) hours after the ITM's originally scheduled pairing release time will be considered an operational assignment. Any leg(s) of that assignment that are scheduled to block-in beyond four (4) hours after the ITM's originally scheduled release time will be credited at the premium rate.

4. OPERATIONAL ASSIGNMENTS (OA)

- a) The CSS scheduler will notify the ITM if they are being operationally assigned.
- b) An operational assignment (OA) is defined to include any of the following:
 - (i) An involuntary assignment during a day off.
 - (ii) An involuntary reassignment of a lineholder's trip that results in a scheduled report time more than four (4) hours before the originally scheduled pairing report time.
 - (iii) An involuntary reassignment of a lineholder's trip that results in a scheduled release time of more than four (4) hours beyond the originally scheduled pairing release

time.

- c) A delay occurring on an originally scheduled flight and/or pairing is not considered as an operational assignment.
- d) Reserves can be reassigned, and therefore the provisions of this section do not apply to reserve ITMs. For the rules that apply to reserve reassignments, please see **Chapter 5—Our Reserve System**.
- e) A lineholder will be entitled to premium pay for operational assignments as set forth in **Chapter 10—Getting Paid**.
- f) When it is necessary to operationally assign an ITM, assignments will be made in accordance with the following rules:
 - (i) If no reserves are available, CSS will contact ITMs on WTF status who are legal for the assignment.
 - (ii) Time permitting, CSS will solicit volunteers for the assignment at premium pay before operationally assigning an ITM.
 - (iii) If there are no ITMs on WTF status or volunteers, CSS will contact ITMs who are legal to operate the assignment, that are arriving closest in time to the flight needing coverage.
 - (iv) When multiple ITMs are available in this situation, CSS will assign the junior ITM in InFlight seniority order.
 - (v) The ITM may be contacted by ACARS (except during critical phases of flight) or by a message delivered by a Virgin America teammate (e.g., GST). The ITM must respond within 15 minutes (after block in, in the event of ACARS notice) to acknowledge the assignment.
 - (vi) CSS may also attempt to reach the ITM via telephone.
- g) If CSS cannot operationally assign an ITM by other means, CSS will begin contacting ITMs on days off, taking into account seniority, ability to report for the assignment on a timely basis, applicable work rules, conflict with future scheduled flying, and FARs.
- h) A lineholder may not be operationally assigned on a VAC or GDO day.

- i) ITMs may not refuse an operational assignment. Refusal of an operational assignment may lead to corrective action, up to and including separation from employment.
- j) When an ITM is operationally assigned he/she will be paid in accordance with **Chapter 10—Getting Paid**.

D. FATIGUE

1. Understanding Fatigue

- a) Fatigue means a physiological state of reduced mental or physical performance capability resulting from lack of sleep or increased physical activity that can reduce an ITM's alertness and ability to safely operate a flight or perform safety-related duties.
- b) The expectation of the FAA, and of Virgin America, is that crewmembers are responsible for getting the necessary rest to be legal and safe to perform their safety-sensitive and other job duties. Teammates are therefore expected to use scheduled rest periods primarily for getting as much rest as possible.
- c) Accordingly, activities such as the following do not result in a situation that qualifies as fatigue: claiming fatigue due to commuting, bidding choices, choosing not to use scheduled rest primarily for rest, or failing to report for duty rested after days off.

Note: This list is meant to provide illustrative examples and is not intended as an exhaustive list.

- d) An ITM should evaluate whether he/she is fatigued when he/she reports for duty for a pairing and/or current flight assignment. ITMs cannot project or predict that they will be fatigued before a scheduled rest period or for a future pairing or flight assignment.
- 2. If an ITM is fatigued and unable to safely perform his/her their job duties for a current flight assignment, the ITM must notify CSS.
 - 3. Upon notification, CSS will take the following steps:
 - a) The ITM will be released to a rest period of at least nine (9)

hours and provided with lodging. If the ITM is calling at the end of his/her rest period he/she will be given an additional eight (8) hours of rest. If the ITM is in his/her awarded base, the ITM will be released from duty if the rest would extend to or beyond the original release time of his/her pairing.

- b) Upon the completion of the rest period, the ITM will be placed on DRA status for the remaining footprint of his/her original pairing and subject to reassignment in accordance with the DRA procedures set forth in **Chapter 7 - Daily Scheduling Adjustments**. If the rest extends to or beyond the release time of the ITM's original pairing, at the end of the rest period the ITM will be deadheaded back to base and then released from duty.
 - c) The fatigue (FTG) code will be placed on the ITM's schedule, pending Rulebook Dispute Resolution (RDR) review. (See **Chapter 12—Getting Involved**.)
4. The ITM must complete and electronically submit the Fatigue Checklist form located on the InFlight VX Connect page within 48 hours of the fatigue occurrence.
- a) ITMs who complete the Fatigue Checklist form will be eligible to have their fatigue calls reviewed by an RDR panel, which will determine if an absence qualifies for pay protection or receive the appropriate point accrual in accordance with the InFlight Reliability Policy (see **Chapter 2—Reliability Policy and Performance Expectations**), in accordance with Paragraph 5, below.
 - b) If an ITM chooses not to complete the Checklist, the fatigue (FTG) will be converted to an unpaid sick call (USK), and the ITM will receive the appropriate point accrual in accordance with the InFlight Reliability Policy.
5. All fatigue calls for which an ITM completes a Fatigue Checklist will be reviewed on a confidential basis by a trained RDR panel. The panel will review the Fatigue Checklist and any other pertinent information requested from the ITM and/or the company to determine if the call qualified as a fatigue call in

accordance with the definition set forth in Paragraph 1 above, and as follows:

- a) **Fatigue (FTG):** applied to fatigue calls the RDR panel deems were outside of the control of the ITM (e.g., due to extended consecutive long duty days due to IROPs, etc.). Absences coded as FTG will be pay protected and will not accrue points in accordance with the InFlight Reliability Program.
- b) **Unpaid Sick (USK):** applied to fatigue calls the RDR panel deems were within the control of the ITM (e.g., due to reasons set forth in Paragraph 1.c, above). The FTG will be converted to an unpaid sick call (USK), and the ITM will receive the appropriate point accrual in accordance with the InFlight Reliability Policy.

E. HOW TO HANDLE SCHEDULING DISCREPANCIES AND ERRORS

- 1. In the event an ITM believes that CSS has made an error that creates an actual or potential FAR legality issue (e.g., exceeds flight time or duty time limits, does not comply with rest requirements, etc.), he/she must contact the responsible department immediately to advise them of the concern. If the issue is not resolved to the ITM's satisfaction, he/she should ask to speak to a CSS Lead or contact his/her InFlight Supervisor.
- 2. If an ITM believes that CSS has made an error or applied a rule incorrectly in a way that does not cause an FAR legality question, he/she should contact the responsible department to advise them of his/her concern. He/she may also ask to speak to a CSS lead or contact his/her InFlight Supervisor. If the issue is not resolved to the ITM's satisfaction, and he/she feels a violation of the ITM Work Rules has occurred, he/she may file a Rulebook Dispute Resolution (RDR) form (see **Chapter 12—Getting Involved**).

CHAPTER 8—TAKING TIME OFF DUE TO INJURY OR ILLNESS

A. WHAT TO DO IF YOU ARE INJURED OR BECOME ILL AT WORK

1. In the event an ITM experiences an injury or illness while at work, he/she must immediately report the injury or illness to CSS and InFlight Leadership.
2. The ITM may be required to complete documentation as requested, and must seek medical treatment and follow-up care if required.
3. Please refer to The Playbook or contact the People Team for further details.

B. NON-WORK RELATED INJURIES AND ILLNESSES

1. An ITM who is unable to report for duty due to illness or injury must personally notify CSS by telephone with as much advance notice as possible, and at least two (2) hours prior to their report time or RAP start time, to prevent operational disruption.
Note: In the event an ITM is physically unable to personally contact CSS due to a documented medical emergency, a second party phone call will be an accepted notification. The ITM must then call an InFlight Supervisor as soon as the ITM is able.
2. ITMs must notify CSS with as much advance notice as possible and at least two (2) hours to report time or RAP as explained in **Chapter 2—Reliability Policy and Performance Expectations.**
3. An ITM may notify CSS of his/her absence due to illness or injury for a period of up to six (6) consecutive calendar days. Additional time off requires notification to CSS and the InFlight Supervisor on a per-duty period basis, as well as approval from the People Department.
Note: All flying removed will be placed in Open Time or assigned to a reserve ITM.
4. In the case of a planned medical absence (such as surgery), InFlight Leadership, in conjunction with the People Team, may authorize an ITM to be removed from flying status for the planned absence once the ITM provides written documentation

from a physician. Please refer to the Playbook or contact the People Team for further details regarding the process for requesting a medical leave of absence.

5. If an ITM misses work due to injury or illness, a doctor's note may be required, but will not excuse the absence unless the ITM applies for and is approved for a leave of absence in accordance with Section F below.

C. OUT-OF-BASE ILLNESS

1. If an ITM needs to call in sick due to injury or illness during a pairing and is away from base or satellite base, the ITM must personally contact CSS and InFlight Leadership immediately. The ITM may not return to work or fly until cleared by InFlight Leadership.
2. To be cleared to return to work, the ITM will have two options (unless otherwise required by applicable law):
 - a) Wait 24 hours from his/her original report, or;
 - b) Provide medical documentation certifying the ITM's ability to safely fly and/or perform his/her job duties.
3. While sick or injured away from base, the ITM will be offered extended lodging and/or transportation to a local health care provider as appropriate.
4. The Company is responsible for deadhead transportation back to the ITM's base/satellite base. ITMs may be released out of base/satellite base, if they choose, with the approval of CSS or InFlight Leadership.
5. Some medical centers offer complimentary shuttles during office hours. If such shuttles are unavailable, taxi vouchers can be provided at the airport if ITMs need assistance reaching the medical center, or the ITM can pay for the taxi and submit the receipt to the InFlight Base Administrator for reimbursement.
6. The Company will not pay for doctor's visits or medical procedures for injuries and illnesses that are not covered by Workers' Compensation.
7. The Company reserves the right to remove an ITM from any pairing for safety reasons where allowing the ITM to continue

could reasonably be expected to endanger the safety of guests or other Teammates. If an ITM is removed from a pairing due to a health issue that is not work-related, the ITM will incur an absence incident according to the Reliability Policy.

D. WORK-RELATED INJURIES AND ILLNESSES

1. In the event an ITM suffers an injury or illness while at work, he/she must immediately report the injury or illness to the Benefits Team and his/her InFlight Supervisor.
2. If an ITM will miss work due to a work-related injury, he/she must notify CSS immediately of any trips that need to be removed from his/her schedule. As with any Leave of Absence, regardless of whether a ITM has been notified that his/her Leave of Absence has been approved, it remains the ITM's responsibility to monitor his/her own schedule and notify CSS of any pairings or reserve duty periods that need to be removed at least two (2) hours prior to check-in. Failure to notify CSS of a pairing that needs to be removed will result in a No Show (NSH).
3. The ITM will be required to fill out an InFlight Incident Report (IIR). The ITM will also be required to complete additional documentation as requested by the Benefits Team.
4. In the event that the ITM requires medical attention, he/she will be required to utilize a designated occupational medical facility. Please refer to The Playbook or contact the Benefits Team for further details.
 - a) Both CSS and the InFlight Supervisor, or designees, maintain a list of designated medical facilities near each Virgin America Station.
 - b) Some medical facilities offer complimentary shuttle services during certain hours. In the event no transportation is available, the Company will assist the ITM with either taxi vouchers from the airport or will provide taxi reimbursement to the ITM if he/she provides the corresponding taxi receipt to the InFlight Base Administrator.
5. The Company will not pay for doctor's visits or medical

procedures for injuries and illnesses that are not covered by Workers' Compensation. Any compensation for injuries or illnesses that are covered by Workers' Compensation are governed by the terms of Workers' Compensation coverage and are specific to that Workers' Compensation claim. ITMs who are on an approved Workers' Compensation Leave of Absence for more than 30 days must successfully complete a Return to Work meeting with their InFlight Supervisor before they will be permitted to fly. Please see **Section F: Extended Leaves of Absence** for specifics on the returning to work procedure.

E. CALLING IN WELL—ABLE TO RETURN TO DUTY

1. When able to return to duty, an ITM should notify CSS as soon as possible. If the absence has been longer than six (6) consecutive calendar days, the ITM must also comply with the requirements in **Section F: Extended Leaves of Absence**.
2. An ITM will not be allowed to return to the original pairing for which he/she called out sick, but may select pairings from Open Time offered by CSS which are available during the original pairing duration, at the discretion of the ITM.
 - a) In the event that no trips are in Open Time, an ITM is able to list him/herself Willing to Fly (WTF).
 - b) An ITM choosing to return to duty using this option will pay in accordance with **Chapter 10—Getting Paid**.

F. EXTENDED LEAVES OF ABSENCE

1. Eligibility for leaves of absence will be in accordance with the Leaves of Absence section of Virgin America's Playbook. (A chart summarizing available leaves may also be found in **Appendix E: Virgin America Benefits Overview and Leaves of Absence Overview Chat**)
2. **EXTENDED SICK TIME/LEAVES OF ABSENCE**
 - a) An ITM will be considered to be on an "extended absence" if he/she has missed more than six (6) days of scheduled pairings and/or reserve days.

- b) An ITM who anticipates an absence from work beyond six (6) days due to his/her own illness or injury, or the illness or injury of a family member which may qualify for a leave provided for in The Playbook, must take the following actions:
 - (i) Notify CSS, the People Department, and his/her InFlight Supervisor as soon as the ITM is aware of the need for time off. Regardless of whether a ITM has been notified that his/her Leave of Absence has been approved, it remains the ITM's responsibility to monitor his/her own schedule and notify CSS of any pairings or reserve duty periods that need to be removed at least two (2) hours prior to check-in. Failure to notify CSS of a pairing that needs to be removed will result in a No Show (NSH).
 - (ii) Provide certification from a health care provider to substantiate the need for leave, using the required paperwork and process as outlined by the Company during the leave request process.
- c) The following rules will be applied during an ITM's leave of absence:
 - (i) While on an extended absence, the ITM is required to keep the Company informed of his/her expected return date. To help maintain operational integrity of the airline, the Company will assume that an ITM's extended absence will continue, until positive confirmation to the contrary is received.
 - (ii) There will be a 3-day "buffer zone" before the ITM's next scheduled pairing, if applicable. The code UPD (update) will be placed into CrewTrac on the 4th day before the next pairing. If the ITM will be available and medically able to work his/her next pairing, the ITM must confirm this with the Company by personally contacting both the People Department and his/her InFlight Supervisor. This contact must be made before midnight of the UPD date. The ITM may also contact CSS outside normal business hours, but the ITM must

also follow up with the People Department and his/her InFlight Supervisor.

- (iii) If the absence has been for the ITM's own illness or injury, he/she must also provide a valid written release from his/her health care provider. This release must be sent to the People Department and must state that the ITM has been cleared to return to full duty on or before the start date of the next pairing. This release must be provided no less than three (3) days before the ITM's next scheduled pairing. The People Department will then provide approval for the ITM to work his/her next pairing to CSS.
- (iv) If the ITM has not personally contacted the People Department or CSS, or has not provided a valid written release from his/her health care provider, on or before the UPD date, all remaining pairings may be removed from the ITM's line.
- (v) If the ITM has a doctor's appointment that is scheduled within the 3-day buffer zone, then only the next pairing will be removed. However, if the ITM does not provide the People Department with an update after the scheduled appointment, all remaining pairings may be removed from his/her line.
- (vi) ITMs who have been on leave status of any kind for more than 30 days must complete a Return to Work meeting with their Supervisor prior to checking in for the first trip following the leave. The meeting is designed to ensure the ITM is comfortable performing his/her duties prior to returning to work. The Return to Work meeting will consist of:
 - (a) Inspecting the ITM's InFlight Manual currency. ITMs will need to pick up any bulletins or revisions in advance and insert them into their IFM prior to the meeting. Bulletins and revisions will not be mailed.
 - (b) Asking the ITM to describe the pre-flight and operation of several pieces of safety equipment.

- (c) Asking the ITM safety questions and discussing emergency scenarios and situational awareness.
- (d) Update the ITM on company and department news since they last worked.
- (vii) If an ITM has been on a leave of absence of any kind for 30 days or longer, we will need to resubmit his/her fingerprints on file to the TSA and receive clearance before the ITM can return to flying.
 - (a) In most cases, results are cleared within a matter of days; however, there are rare occasions in which the results are delayed. If there is a delay, the ITM will remain on leave until clearance has been received.
 - (b) In some cases, the ITM may need to report to headquarters to have his/her fingerprints taken.
- (viii) If the ITM is released to return to work after midnight of the UPD date, then the ITM may be placed back on his/her original pairing(s) if they remain available. There will be no pay protection for pairings removed from the ITM's schedule, unless the ITM has not yet exceeded the sick pay allowed for that condition.
- (ix) If the original pairings are no longer available, the ITM may work with CSS to pick up open pairings. However, there will be no pay protection for the original pairings, unless the ITM has not yet exceeded the sick pay allowed for that condition. CSS may place the ITM on reserve if there are no available pairings, or if the ITM elects to not work the available pairings.
- d) Please refer to **Chapter 6 – Lineholder Bidding**, for information on bidding for a schedule after returning to work from an extended absence.
- e) Please refer to **Chapter 10—Getting Paid** for information on pay, specifically the bid line guarantee and Return To Work meetings if required on days off, for an ITM returning to work after an extended absence.

3. TRAVEL WHILE ON EXTENDED LEAVES OF ABSENCE

- a) While an ITM is on extended leave status, he/she may use his/her stand-by travel privileges on Virgin America in accordance with the following procedures:
 - (i) Travel while on leave requires advance notice to the People Team.
 - (ii) Please note that because our Reciprocal Cabin Seat (Jumpseat) agreements and OAL agreements do not allow ITMs to travel while on leave, Virgin America suspends your Team Travel account during your leave. Therefore, if an ITM or any of his/her travel dependents/companions would like to stand-by travel on Virgin America, the ITM must complete the "Leave of Absence Request for Travel on VA" form on the Team Travel page on VX Connect.
 - (iii) The People Team will coordinate, if necessary, with the ITM's healthcare provider to ensure it is safe for the ITM to travel on Virgin America.
 - (iv) Positive space passes cannot be used while an ITM is on leave. Buddy Passes and Fan Fares cannot be booked or used while the ITM is on leave.
 - (v) While an ITM is on leave status, under the terms of our OAL agreements, the ITM and his/her travel dependents/ companions are not eligible for travel privileges on other airlines. Only travel on Virgin America may be approved.
 - (vi) Once an ITM returns to work, it may take approximately one (1) to three (3) business days for all of the Company systems to be updated and for the ITM's access to be restored, so the ITM must keep this in mind when thinking about any travel needs. ITMs should not hesitate to contact Team Travel directly if they need any assistance listing for flights during this transition period.

CHAPTER 9—OTHER TIME OFF BENEFITS

A. SPECIAL LEAVE OF ABSENCE (SLOA)

1. Virgin America's Special Leave of Absence (SLOA) program is intended to offer ITMs the ability to take one month voluntary leave of absence when staffing allows. SLOAs will typically be offered in shoulder months when block hours are traditionally lower. However, occasionally Virgin America may be able to offer SLOAs during peak months.
2. In order to bid for SLOA, the ITM must be active for that month's bid.
3. All available SLOAs will be awarded in InFlight seniority order in base and by position.
4. An ITM may be awarded no more than three (3) months of voluntary SLOAs per calendar year.
5. SLOA awards cannot be retracted.
6. The ITM is responsible for his/her portion of all Virgin America benefits while on a SLOA.
7. The ITM is responsible for remaining current while on SLOA and may be required to attend training as outlined in **Chapter 11—Getting Trained**.

B. VACATION BENEFITS

1. VACATION CREDIT AND ACCRUAL RATES

- a) ITMs begin accruing vacation hours from their first day of employment, and accrue vacation hours each pay period while in active, paid status. Vacation hours are accrued in accordance with the following schedule:

Length of Employment	Vacation Hours Accrued Per Years of Service	Vacation Hours Accrued Per Pay Period
0 through 1 st Year Anniversary	17.5 hours (5 days)	0.73
1 st through 5 th Year Anniversary	52.5 hours (15 days)	2.19
5 Plus Years of Service	70 hours (20 days)	2.92

- b) Each vacation day will be credited at 3.5 hours of pay, payable at the ITM's base rate of pay.
- c) For rules governing the accrual and usage of vacation time during leaves of absence, please consult the Playbook or your People Team representative.
- d) In the event an ITM transfers to a different position for which different vacation benefits are available, any vacation hours he/she accrued as an ITM, but has not yet used, will be converted to an equivalent vacation benefit in total dollar value for the new position. In the event a teammate working in a position other than line ITM becomes a line ITM or returns to the line, any vacation hours he/she accrued in the other position, but has not yet used, will be converted to an equivalent vacation benefit in total dollar value for the new position.
- e) When an ITM leaves his/her employment with Virgin America, he/she will be paid for all accrued, but unused vacation hours. ITMs who resign their employment will not be paid for any unaccrued vacation time that is scheduled after the date they give notice of resignation or after their last pairing worked.

2. SCHEDULING VACATION TIME

- a) Bidding Vacation:
 - (i) ITMs may begin using their vacation time after 90 consecutive days of employment. Vacation time is assigned via bid.
 - (ii) ITMs are expected to use all vacation during the calendar year in which it will accrue. If unforeseen circumstances prevent a ITM from using all available vacation in a calendar year, the time will continue to accrue and then cap once the ITM reaches 1.5 times his/her annual accrual (e.g., 7.5 days for a ITM who is entitled to accrue 5 days per year). An ITM will resume accruing vacation once sufficient vacation time is taken to bring the balance below the cap.
 - (iii) ITMs must bid for vacations in blocks of five (5)

consecutive weekday calendar days. Two unpaid days coded as GDO will be added to the end of each vacation block. In the event a ITM has total available days for the calendar year in an increment of less than 5 days, the 'leftover' days must be scheduled in one consecutive block.

- (a) In the event a 'leftover' block is three (3) days or more, two (2) GDO days will be added at the end of the block.
 - (b) In the event an ITM has fewer than three (3) 'leftover' days, they will replace GDO days. In other words, an ITM with one 'leftover' day will have a seven (7) day block consisting of 6 paid vacation days and one (1) unpaid GDO day, and a ITM with 2 'leftover' days will have a seven (7) day block consisting of seven (7) paid vacation days and zero (0) unpaid GDO days.
- (iv) Each September, Crew Planning will post a vacation bid for the following calendar year using FLICA. Bids must be submitted and will be processed as follows:
- (a) The ITM will be entitled to bid in FLICA for all vacation time that he/she is projected to accrue during the applicable calendar year. In the event the ITM is projected to have a negative balance at the beginning of the year, he/she will be entitled to the net difference. The number of days available will be shown in FLICA as 'unassigned days.'
 - (b) Five-day blocks of vacation will be available for bid. The number of available slots for each 5-day block will be displayed in the Vacation Bid Folder in FLICA.
 - (c) Vacation bids will be processed and approved in seniority order (as defined in **Chapter 1—Company and InFlight Seniority Systems**) in position by base/satellite base. The bids will be processed as follows:
 - (i) The system will first award every ITM one (1)

vacation period, which may consist of multiple 5-day blocks, if they are in consecutive order. However, an ITM will not be awarded any block, if he/she has not submitted a sufficient number of valid bids.

(ii) Any remaining unassigned blocks are awarded during subsequent rounds, provided the ITM has a sufficient number of valid bids.

(iii) If an ITM does not have a sufficient number of valid bids, any unassigned vacation days will be randomly assigned by the Company.

b) Changing GDO Days:

(i) An ITM can request to have his/her GDO days removed from his/her schedule before the PBS bid for the applicable bid period closes, using the Vacation Open Time folder in FLICA. The days removed will not be treated as a planned absence during the award process.

(ii) An ITM may ask to schedule his/her GDO days for the weekend preceding rather than following the scheduled vacation period. This request will be approved only if the newly affected block is available. The request must be submitted before the monthly PBS bid closes, using the Vacation Open Time folder in FLICA, and will be reviewed after the bid closes.

(iii) After the PBS bid closes and the reserve awards are published, a reserve ITM may contact CSS to ask to move his/her GDO days to the beginning of his/her vacation block. The request will be granted or denied based on reserve coverage levels.

(iv) After the PBS bid closes, and once Open Time is available, a lineholder may request an available trip that operates on one or more of his/her scheduled GDO days.

c) Sliding Vacation Periods:

(i) An ITM may ask to slide an entire block of vacation days forward or backward. This request will also be

approved, only if the newly affected block is available. The request must be submitted and will be processed before the monthly PBS bid closes.

- (ii) After the monthly PBS bid closes, an ITM may ask CSS, via email, to slide vacation periods up to three (3) days forward or backward. In the event the request impacts a scheduled pairing, the request will be approved or denied based on reserve coverage levels and all rules related to dropping trips will apply.
- d) Vacation Re-Bids:
 - (i) Crew Planning will reassess the total number of available slots for each vacation period by position and base/satellite base when a new base is created or if, based on projected staffing, additional slots are needed. If, based on staffing levels, the Company determines that additional slots may be offered, it will announce a 'Vacation Re-Bid' period.
 - (ii) The newly created slots will be awarded in seniority order (as defined in **Chapter 1—Company and InFlight Seniority Systems**) in position by base/satellite base. Any remaining slots will be made available in Vacation Open Time, once the re-bid is complete.
 - (iii) Crew Planning may also determine that it is necessary to reduce the total number of open vacation slots that were previously available, depending upon projected staffing levels and operational needs. No ITM will be required to relinquish previously scheduled vacation as a result.
- e) Vacation Open Time:
 - (i) Once the annual vacation bid is complete, ITMs may request changes to their vacation schedule through Vacation Open Time in FLICA. An ITM may ask to add vacation (assuming he/she has the unassigned days available), swap scheduled vacation with another available period, or trade scheduled vacation with another ITM in the same position and base/satellite

- base. An ITM may not drop scheduled vacation without scheduling a different vacation period.
- (ii) Vacation Open Time approvals will be dependent upon availability. Requests will be processed on a first-come, first-serve basis.
 - (iii) Once the PBS bid has closed for a monthly bid period, ITMs may not modify their vacation if the affected vacation period touches a date within that bid period or the first three (3) days of the next bid period.
 - (iv) ITMs may drop an assigned trip using vacation days scheduled in a future month if sufficient reserve coverage exists. All rules related to dropping trips will apply.
- f) Changing Base/Satellite Base:
- (i) ITMs who change base/satellite base relinquish scheduled vacation periods, if those periods are not available for the ITM's new base/satellite base. The ITM must reschedule the vacation for an available period for that base/satellite base during that calendar year. If an ITM fails to reschedule within one month, the Company will randomly reschedule the vacation period.
 - (ii) The vacation period(s) relinquished by the ITM will be returned to Vacation Open Time for that base/satellite base.
- g) Vacation Payout:
- (i) An ITM may elect to be paid out for vacation in lieu of taking scheduled vacation time. An ITM who wishes to elect this option must make the election at least 45 days before the month during which the vacation period begins. A limited number of such requests will be approved, and will be approved in seniority order (as defined in **Chapter 1—Company and InFlight Seniority Systems**).
 - (ii) An ITM may elect only to have full vacation blocks paid out.
 - (iii) Vacation to be paid out will not be considered pre-

assigned credit for the applicable bid period, and will not count toward the minimum credit to be awarded for that bid period.

- (iv) Once an ITM is approved to have his/her scheduled vacation period paid out, that period will be removed from his/her schedule, and will be available in Vacation Open Time. If the ITM later wishes to have the period back, it will be placed back on his/her schedule, only if it remains available; otherwise the ITM must select an available vacation period.
- (v) Vacation pay out under this paragraph will not be eligible for incentive pay.
- h) Working During Vacation:
 - (i) After the monthly bid award has been published, an ITM may add flying during his/her scheduled vacation. In that event, he/she will be paid for both the vacation time and the additional flying time.
 - (ii) In the event a ITM adds flying during his/her scheduled vacation, only those vacation days that remain on his/her schedule will count toward the minimum credit requirement for that bid period (i.e., vacation days overlapped with flying will not count).
 - (iii) In the event a ITM adds flying during his/her scheduled vacation, only those vacation days that remain on his/her schedule will be eligible for incentive pay (i.e., vacation days overlapped with flying will not be eligible).

C. PERSONAL DAYS

1. PERSONAL DAY CREDIT AND ACCRUAL RATES

- a) Company personal days accrue each pay period at the rate of two (2) days per service year, at a rate of 3.5 hours per day, beginning with the first day of employment.
- b) Personal days will continue to accrue, and then cap once the ITM reaches 1.5 times his/her annual accrual (e.g., once a ITM has accrued 10.5 personal day hours). The ITM will

begin to accrue personal days, again, when he/she has taken enough personal days to bring the balance below the cap.

- c) Personal days are paid at 3.5 credit hours at the ITM's base rate of pay.
- d) For rules governing the accrual and usage of personal days during leaves of absence, please consult the Playbook or your People Team representative.
- e) In the event an ITM transfers to a different position for which different personal day benefits are available, any personal day hours he/she accrued as an ITM, but has not yet used, will be converted to an equivalent personal day benefit in total dollar value for the new position. In the event a Teammate working in a position other than line ITM becomes a line ITM or returns to the line, any personal day hours he/she accrued in the other position, but has not yet used, will be converted to an equivalent personal day benefit in total dollar value for the new position.
- f) When an ITM leaves his/her employment with Virgin America, he/she will be paid for all accrued, but unused personal day hours. If a ITM resigns his/her employment, he/she will not be paid for any unaccrued personal days that are scheduled for after the date he/she gives notice of resignation or after his/her last pairing worked.

2. SCHEDULING PERSONAL DAYS:

- a) ITMs may use personal days they will accrue by their next anniversary date. ITMs may not use personal days during their first 30 days of employment.
- b) A ITM may request to use personal days as follows:
 - (i) An ITM may ask to use a personal day before schedules are published for the applicable bid period. The request must be sent to Crew Planning before the monthly bid closes.
 - (a) Crew Planning may deny the request due to insufficient reserve coverage or a conflict with designated-holidays, or any other dates with limited

- staffing and/or heavy block hours (e.g., other holidays, weekends, and days surrounding holidays).
- (b) If the request is approved, it may not be removed from the ITM's schedule after the monthly PBS bid period has closed.
 - (ii) An ITM 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 to a scheduled day off after the bid has been awarded may have the personal day returned to his/her bank by emailing occ.stp@virginamerica.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 hours of credit upon removal of the personal day.
 - (iii) An ITM may ask to use a personal day in place of a scheduled flight or RAP, after the monthly bid award has been published.
 - (a) These requests will be approved, only if sufficient reserve coverage exists on all dates involved, and the ITM will remain above the minimum credit limits.
 - (b) If the request is approved, the value of all dropped duty periods will be removed from the ITM's bid line guarantee, and 3.5 hours for each personal day will be added to the bid line guarantee.
 - (c) An ITM who uses a personal day to drop a pairing may have the personal day returned to his/her bank by emailing occ.stp@virginamerica.com provided all of the following conditions are met:
 - (i) The personal day was not used to drop or modify part of the pairing
 - (ii) The date the personal day was placed on has

not yet passed

(iii) The teammate will maintain at least 70 hours of credit upon removal of the personal day

- c) If reserve coverage levels permit, the Company may allow ITMs to use personal days during a multi-day pairing when it transits the ITM's base/satellite base, so long as it does not generate additional crew costs (deadhead segments, hotels, etc.) to the Company. If a pairing is split to accommodate a personal day request, the ITM will receive actual block hours for the segment(s) operated, and minimum credit will not be applied.

D. JURY DUTY

1. ITMs are eligible for paid time off for jury duty in accordance with the Playbook.
2. ITMs are asked to submit their Jury Summons to CSS and their InFlight Supervisor as soon as they receive it, and must do so no later than two (2) weeks prior to the first day of the scheduled jury duty period. A copy of the Summons in its entirety must be submitted by fax, photocopy or email scan to CSS.
3. CSS will confirm receipt of the Jury Summons. However, it remains the ITM's responsibility to ensure the Jury Summons has been received and the affected pairing(s) removed from his/her schedule.
4. While on jury duty, ITMs must update CSS should their service be extended, requiring additional pairing(s) be removed from their schedule. Supporting documentation will be required.
5. If the ITM's Jury Summons only requires the ITM to call the court to obtain jury duty status and the call is more than 24 hours prior to reporting for flight duty, his/her pairing will remain on his/her schedule until the ITM receives confirmation that he/she is required to attend jury duty.
6. CSS may split pairings to accommodate jury duty and meet operational needs.
7. Pay for jury duty will be in accordance with **Chapter 10—Getting Paid.**

E. BEREAVEMENT

1. ITMs are eligible for paid bereavement time off in accordance with the Playbook.
2. ITMs must contact CSS and their InFlight Supervisor to notify them of the need for bereavement time off and the expected duration of the leave.
3. Pay for bereavement time off will be in accordance with **Chapter 10—Getting Paid.**

F. MILITARY DUTY

1. Military reserve ITMs must notify their InFlight Supervisor and CSS of the date and time of any reserve military duty as soon as possible, and prior to the opening of the bid for the affected bid period where feasible.
2. For more information about military leaves of absence, consult the Playbook or your People Team representative.
3. Pay for military time off will be in accordance with **Chapter 10—Getting Paid.**

CHAPTER 10 – GETTING PAID

A. PAY RATES

1. An ITM's base rate of pay will be in accordance with the pay table set forth in **Appendix A: The Virgin America InFlight Pay Rates**.
2. ITMs who are eligible for step increases will be paid the new rate effective the following dates:
 - a) If an ITM's anniversary is between the 1st and 15th of a bid period, all hours for that bid period will be paid at the new step rate. The increase will be reflected on the month-end check.
 - b) If an ITM's anniversary is between the 16th and last day of a bid period, hours worked on or after the 16th will be paid at the next step rate. The increase will be reflected on the following mid-month check.

B. CALCULATING AN ITM'S TOTAL PAY FOR A BID PERIOD

1. An ITM's total pay credits for a bid period will consist of the greater of his/her total actual credit or his/her bid line guarantee.
 - a) Total actual credit will include the total of:
 - (i) Pairing credits for all pairings actually worked, based on actual block times (see section F below);
 - (ii) Approved paid time off (see section G below); and
 - (iii) Credit for non-pairing activities (see section H below).
 - b) The bid line guarantee is calculated as described in section C for lineholders, and in section D for reserves.
2. If an ITM's bid line guarantee is greater than his/her total actual credit, the difference will be reported as "meet guarantee" credit, and will be paid at the ITM's base rate of pay. Meet guarantee credit is eligible for incentive pay, but is not eligible for any of the other categories of additional earnings outlined in section I below.
3. An ITM will also be paid for additional earnings due for the bid period (see Section I below).

4. ITMs should utilize Rainmaker CrewPay (<http://crewpay.virginamerica.com>) to view their most accurate credit totals for a bid period; suspected errors should be reported in the “crew comment” field in Rainmaker. The Rainmaker User Guide can be found on the InFlight page of VX Connect.
5. The following credits will not be automatically calculated by Rainmaker; ITMs should use the Crew Comment field in Rainmaker to notify Crew Payroll of these circumstances, to ensure they receive proper credit:
 - a) Credit in addition to pay protection for reassignment outside original footprint (see Section E).
 - b) Ground holding pay for delays at the gate of more than one (1) hour (see section I).

C. CALCULATING A LINEHOLDER’S BID LINE GUARANTEE

1. A lineholder’s bid line guarantee will consist of the following:
 - a) Pairing credits for all pairings actually worked, based on scheduled block times (see section F);
 - b) Any pay protection due (see section E);
 - c) Approved paid time off (see section G); and
 - d) for non-pairing activities (see section H).
2. If a lineholder is initially awarded a schedule consisting of less than 70 hours during the bid process, his/her bid line guarantee will be 70 hours, provided he/she:
 - a) Was eligible to bid for that bid period (see **Chapter 6—Lineholder Bidding**);
 - b) Was available, legal, and qualified, for the entire bid period; and
 - c) Did not have any unpaid absences and did not make any voluntary schedule adjustments.

D. CALCULATING A RESERVE ITM’S BID LINE GUARANTEE

1. The bid line guarantee for a reserve ITM will be 75 hours, provided the ITM is available, legal, and qualified for the entire bid period. An ITM is considered available for the entire bid

period as long as he/she does not have more than 12 unpaid days off.

2. For each unpaid day off in excess of 12 days, a reserve ITM's bid line guarantee will be reduced by 3.947 hours during a 31-day bid period, and 4.167 hours during a 30-day bid period.
 - a) See **Appendix C—Sabre CrewTrac Transaction Codes** for a list of unpaid days off
 - b) If a reserve ITM is displaced from an RAP, this will not be considered an unpaid day off and will not reduce the ITM's guarantee.
3. If a reserve ITM has fewer than 12 unpaid days off for the bid period due to the following types of assignments, his/her bid line guarantee will be increased by the actual credit value of the assigned duty period:
 - a) If operationally assigned to a duty period that begins on his/her scheduled day off.
 - b) If assigned to a duty period on a day the ITM has designated as Willing to Fly (WTF).
 - c) If using a personal day (PDA) on a day off, and the ITM has fewer than 12 days off for the bid period.

E. PAY PROTECTION

1. In the event of company-initiated changes, a lineholder's bid line guarantee will be protected as described below.
 - a) Company-initiated changes include displacement, reassignments, cancellations, operational assignments, and changes required as a result of operational assignments (such as FAR legalities), or other changes the Company requests of an ITM to accommodate operational needs.
 - b) If an ITM's pairing(s) is changed, his/her bid line guarantee will consist of the greater of the following:
 - (i) The total scheduled credit hours of the original duty period(s); and
 - (ii) The total scheduled credit hours of all actual duty period(s) and other activity actually worked, and that begin on the same date(s) as the original duty period(s).

- c) In addition, if the change includes the addition of a new duty period to an originally scheduled day off, the ITM will be paid for all hours worked on that day off in addition to any pay protection due. Any such hours will be paid at the premium pay rate (see section I below).
 - d) If there are multiple company-initiated changes over the affected date(s), interim changes not actually worked are not relevant to the pay protection calculation. Only the scheduled credit hours of the originally displaced duty period(s) and the scheduled credit hours of the duty period(s) actually operated will be considered when calculating pay protection.
 - e) In no case will the ITM's bid line guarantee consist of both displaced activity and actual activity, or a combination of the two (2).
 - f) If an ITM asks to be released from DRA status, refuses a reassignment, or voluntarily drops a reassigned pairing, he/she will not be eligible for pay protection for the displacement. The displaced pairing will no longer remain part of the ITM's bid line guarantee, and this may result in an adjusted bid line guarantee.
 - g) An ITM who is placed on DRL status may pick up additional flying on those dates. However, the ITM will not be paid for both the displaced and actual activity. Pay protection credit will still be calculated in accordance with this paragraph.
- 2. Pay protection credit is paid at the ITM's base rate of pay. Pay protection credit is eligible for incentive pay, but is not eligible for any other category of additional earnings outlined in section I below.
 - 3. A lineholder's bid line guarantee is not protected in the following cases:
 - a) Voluntary schedule adjustments made by the ITM (including drops, swaps, trades, and jetway swaps);
 - b) Unpaid absences;
 - (i) See **Appendix C—Sabre CrewTrac Transaction Codes** for a list of unpaid days off

- c) Being removed from a pairing because the ITM has become dequalified or does not have a current and valid passport.
 - d) Regulatory training events rescheduled by the Company (so long as the event is rescheduled for the same bid period); and
 - e) The removal of any pairing or activity because the ITM has left the department or the Company.
- 4. Modifications to pairings on an RAP day do not qualify as displacements. As such, these modifications are not entitled to pay protection.
 - 5. Pay protection applies only to duty periods that are displaced within a published bid period. If an ITM is displaced from a pairing that starts in one bid period and ends in the next bid period, pay protection will not be applied to the latter bid period if that bid period has not yet been published.

F. PAIRING CREDITS

- 1. The credit value for each duty period within a pairing will consist of block hours, deadhead or ground transportation credit, and minimum duty credit, as defined below. Block, deadhead, and minimum duty period credit will be credited within the month during which the duty period begins.
- 2. Block Hours:
 - a) An ITM will receive block hour credit for all flights the ITM operates as a required crewmember. Actual block times will be calculated from the out and in times recorded by ACARS.
- 3. Deadhead/Ground Transportation Credit:
 - a) An ITM will be credited at 50% of actual block time when deadheading on company aircraft to or from an assignment.
 - b) An ITM will be credited at 50% of scheduled block time when deadheading to or from an assignment on another carrier's aircraft or via ground transportation.
 - c) The following situations are not eligible for deadhead credit:
 - (i) If the deadhead/travel leg is added to an ITM's pairing

as a result of a voluntary schedule change (e.g., personal day requests, paid or unpaid absences, jetway swaps, split trips).

- (ii) If an ITM rejoins a pairing out-of-base after not reporting for the pairing as scheduled (e.g., after a sick call).
 - (iii) If an ITM voluntarily picks up a pairing that begins and/or ends outside of his/her base/satellite base.
 - (iv) Travel to/from an ITM's base for any training or other company events.
 - d) An ITM who requests and is granted release from a deadhead leg at the beginning or end of the pairing that was originally part of his/her scheduled pairing, will receive deadhead credit.
- 4. Minimum Duty Period Credit:**
- a) An ITM will receive a minimum 3.5 hours of credit for any single duty period in which an ITM has operated or deadheaded on at least one flight. For each duty period, the difference between 3.5 hours and the total of block/deadhead credit for that duty period will be reported as "minimum duty period credit."
 - b) Paragraph a will not apply and minimum duty period credit will not be provided if an ITM voluntarily makes changes to his/her own schedule (e.g., dropping flights within a pairing, splitting a trip to accommodate a trade, splitting a trip in Open Time, splitting a trip to accommodate a personal day or vacation request, splitting a trip as a result of an unpaid absence, any changes made as a result of a jetway swap, etc.).
 - c) If a duty period includes any non-flying activity in addition to block and/or deadhead credit, the credit for the non-flying activity will be added to block/deadhead credit before computing any additional minimum duty period credit.
 - d) Minimum duty period credit will also be paid if a pairing includes an entire calendar day with no activity. If a duty period releases on or after 0001 (local station time) and the

next duty period reports on the same or following calendar day, this credit is not applied.

5. Continuous Duty Overnights (CDOs) pay 5.0 credit hours per CDO duty period, or actual flight time, whichever is greater.

G. PAID TIME OFF

1. Vacation and personal days will be credited at 3.5 hours for each day and paid at the ITM's base rate of pay.
 - a) If an ITM resigns his/her employment, he/she will not be paid for any unaccrued vacation time or personal days scheduled for after he/she gives notice or after his/her last pairing worked.
2. Regular Sick Pay:
 - a) ITM's are eligible for sick pay after 90 days of employment (including Initial Training).
 - b) A lineholder with approved sick days will be credited for the scheduled value of all missed duty periods or flight segments. Additional credit will not be paid for deadhead segments that are added as a result of a sick call, nor for a calendar day layover away from the ITM's base/satellite base.
 - c) If a lineholder who has called out sick subsequently picks up a pairing that begins on a day where he/she was originally sick, he/she will only be paid for the value of the pairing(s) actually operated.
 - (i) If the new pairing ends before the pairing for which the ITM called out sick, any days of the original pairing which follow the end of the new pairing will be unpaid (and the ITM will not accrue any points for those days in accordance with the InFlight Reliability policy (see **Chapter 2—Reliability Policy and Performance Expectations**)).
 - d) ITMs who call in sick for training will not receive paid sick for that time instead the training will be rescheduled where possible.
 - e) A reserve ITM with approved sick days will be credited 3.5

hours per day, up to his/her applicable bid line guarantee. If the ITM's actual hours exceed his/her bid line guarantee, he/she will not receive additional credit for sick days.

- f) For all ITMs, credit for sick days will be subject to the following maximums:
 - (i) Six (6) paid sick days, per condition, for any illness or injury that is not work-related.
 - (ii) Three (3) paid sick days, per condition, for any illness or injury that is work-related, after which Workers' Compensation benefits may apply.
 - g) If an ITM resigns his/her employment, any sick calls for pairings that occur after he/she gives notice or after his/her last pairing worked will be unpaid, unless otherwise required by applicable law.
- 3. Catastrophic Sick Pay:**
- a) An ITM with accrued catastrophic sick pay may use up to 2 catastrophic sick days each calendar week to supplement disability benefits while on an approved leave of absence. Each catastrophic sick day will be credited at 3.5 hours.
 - b) Each approved catastrophic sick day will be considered a paid absence towards the ITM's bid line guarantee. If his/her total actual hours exceed his/her bid line guarantee, he/she will not receive additional credit for the catastrophic sick days.
- 4. Jury Duty:**
- a) For each approved jury duty day off, a lineholder will be credited with the scheduled value of any missed duty period or flight segment at the ITM's base rate of pay.
 - b) Each approved jury duty day off for a reserve ITM will be considered a paid absence towards an ITM's bid line guarantee. If the reserve ITM's total actual credit exceeds his/her bid line guarantee, he/she will not receive additional credit for these days.
- 5. Bereavement Pay:**
- a) For each approved bereavement day off, a lineholder will be credited with the scheduled value of any missed duty

period or flight segment at the ITM's base rate of pay.

- b) Each approved bereavement day off for a reserve ITM will be considered a paid absence towards an ITM's bid line guarantee. If the reserve ITM's total actual credit exceeds his/her bid line guarantee, he/she will not receive additional credit for these days.

H. NON-PAIRING CREDITS

1. Recurrent Training Pay:

- a) After completion of initial new hire training, ITMs will be credited with 3.5 hours for each day of recurrent ground school training.

2. Refresh Pay:

- a) An ITM will be credited with 6.0 hours for each actual day of Refresh, payable at his/her base rate of pay.

3. Company Business:

- a) An ITM will be credited with 3.5 hours for each company business day, payable at his/her base rate of pay.

4. Airport Reserve:

- a) A reserve ITM assigned to airport reserve duty will be credited four (4) hours if the ITM is not assigned to a pairing on that day.
- b) If the reserve ITM is assigned to a pairing, he/she will be credited for one-half the total hours spent on airport reserve, plus actual block and/or deadhead credits (as set forth in section F).

5. Show/No-Go Credit:

- a) If a reserve ITM checks in for a pairing that is subsequently cancelled before departure, the ITM will be credited with two (2) hours of show/no-go credit, unless otherwise reassigned. This credit will count towards the ITM's bid line guarantee, and will be paid at the ITM's base rate. Minimum day credit will not be applied to a date that consists only of show/no-go credit.
- b) Lineholders who check in for a pairing that is subsequently cancelled prior to departure will be eligible for pay

protection in accordance with section E.

I. ADDITIONAL EARNINGS

1. Per Diem:

- a) An ITM will receive per diem of \$2.00/hour for all pairings actually operated. Per diem will be paid for all time away from base/satellite base, calculated from scheduled or actual check-in (whichever is later) on the first day of a trip pairing to 15 minutes after block-in upon completion of the pairing.
- b) ITMs attending required training or Refresh at a location other than their base will also be paid per diem for these events. Per diem will be paid for all time away from base, calculated from scheduled or actual check-in (whichever is later) on the first day of a training pairing to 15 minutes after block-in upon completion of the pairing.
- c) A Reserve ITM assigned to Airport Reserve (RRR) will receive per diem for the duration of his/her airport Reserve (RRR) duty period, even if he/she does not fly.
- d) Per diem for flight or other activity not requiring an overnight stay is treated as taxable income. Per diem for flight or other activity that involves an overnight stay is treated as non-taxable income.

2. Incentive Pay:

- a) An ITM will receive incentive pay earnings for all eligible credit hours in excess of 80 for a bid period. The additional earnings will be paid at 25% of the ITM's base rate.
- b) The following credit hours are not eligible for incentive pay, and will not count towards the 80 hour threshold when calculating incentive pay: sick pay hours (regular and catastrophic), personal days, jury duty, bereavement, special assignments, drug testing credit, ground holding pay, vacation "pay out," and Day Off credit.

3. ITL Pay:

- a) Teammates who bid as an ITM will receive additional earnings for all actual block hours he/she worked in the

Lead (ITL) position.

- b) The additional earnings will be paid at 15% of the ITM's base rate.
- 4. ITM Adjustment:
 - a) Teammates who bid as an ITL will have their earnings adjusted when operating in the ITM position.
 - b) All hours worked as an ITM will be paid at the ITM rate. This adjustment will be calculated as 13% of the ITL's base rate, multiplied by all actual hours flown in the ITM position, to reduce the ITL's earnings for those hours to the appropriate ITM rate.
- 5. Premium Pay:
 - a) ITMs are eligible for premium pay in the following situations:
 - (i) For any duty period consisting only of flight or deadhead activity that is involuntarily assigned to an ITM on his/her scheduled day off;
 - (ii) any duty period consisting only of flight or deadhead activity that is assigned by the Company on a day the ITM has designated as Willing to Fly (WTF);
 - (iii) For any an Open Time pairing a lineholder adds to his/her line as a straight pick up (no drops or swaps) for which the Company has offered premium pay for those dates, and if the pairing is picked up after premium pay has been offered.

Note: Any ITM who uses FLICA to add an open pairing that has been designated as eligible for premium pay must email OCC.STP@virginamerica.com and request for the premium pay designator to be added to his/her schedule.
 - (iv) To a lineholder who is displaced and reassigned, if the reassignment results in a pairing report time of more than 4 hours earlier than the scheduled report time of his/her original pairing, or a pairing release time of more than 4 hours later than the scheduled release time of his/her original pairing.

- (a) Premium pay will be paid for the flight segment(s) that depart earlier than the first 4-hour window, or that arrive beyond the latter 4-hour window.
 - (b) If the late pairing release time is due to delays, diversions, or gate returns, it will not be eligible for premium pay.
 - b) An ITM eligible for premium pay will receive additional earnings for those actual hours flown, payable at the rate of \$10 per hour.
 - c) A lineholder ITM will receive premium pay for the greater of scheduled or actual block time flown to which he/she is assigned while on WTF.
- 6. Holiday Pay:**
- a) An ITM will receive additional earnings for any duty period that operates on New Year's Day, Thanksgiving Day or Christmas Day.
 - b) The additional earnings will be paid at the rate of 50% of the ITM's base rate of pay, for actual block hours flown.
 - (i) Holiday pay will be paid for all flight duty periods or airport reserve periods that fly into, on or out of the designated holiday, based on the local calendar date.
 - (ii) Any layovers that are subject to minimum day credit that fall on a designated holiday will be eligible for holiday pay.
 - (iii) Home reserve duty periods will not be eligible for holiday pay.
 - c) If an ITM otherwise would have been eligible for premium pay (see paragraph 3 above), then the hours will not be eligible for both premium pay and holiday pay.
 - d) Paid absences (including sick, vacation, and personal days) that occur on a holiday will be paid at the ITM's base rate, and will not be eligible for the additional holiday earnings.
- 7. "Day Off" Credit:**
- a) A lineholder will receive 3.5 hours of "day off" credit if his/her pairing is scheduled to release before midnight local base time, but actually releases on or after 0101 on the

- ITM's day off.
- b) A reserve will be eligible for this credit only if his/her day off is not replaced in accordance with **Chapter 5—Our Reserve System**.
 - c) This credit will be paid at the ITM's base rate, is not eligible for incentive pay, and will not count toward the 80-hour threshold when calculating incentive pay.
8. Ground Holding Pay:
- a) An ITM will receive additional Ground Holding Pay in the following circumstances:
 - (i) Delays at the gate: ITMs are eligible for ground holding pay when the flight is delayed at the gate, after the aircraft is fully boarded and has been deemed ready for departure by the Captain, but before pushback. Ground holding pay begins at one (1) hour after scheduled departure or the time the aircraft is deemed ready for departure by the Captain, whichever is later, and ends at the aircraft's "out" time (as recorded by ACARS).
 - (ii) Diversions: In the event of a diversion, ground holding pay will begin when the flight blocks into a gate or hard stand at the diversion airport, and ends when the flight blocks out of the diversion city or the ITM is released by CSS, whichever is earlier.
 - b) Ground Holding Pay will be paid at the rate of \$15 per hour.
 - c) An ITM must request ground holding pay for "delays at the gate" by submitting a Crew Comment on his/her Rainmaker report for the applicable date.
 - d) Ground holding pay will not be paid to deadheading ITMs.
9. IROP Pay:
- a) An ITM will be eligible for IROP pay for any duty period consisting of flight or deadhead activity that exceeds 14:00 hours, as follows:
 - (i) If the length of the duty period is 14:01 to 15:00, he/she will receive IROP pay at a flat rate of \$50 in addition to other earnings.
 - (ii) If the length of the duty period is 15:01 to 16:00, he/she

will receive IROP pay at a flat rate of \$100 in addition to other earnings.

(iii) If the length of the duty period is 16:01 or greater, he/she will receive IROP pay at a flat rate of \$150 in addition to other earnings.

- b) If an ITM chooses to be voluntarily released from a deadhead segment at the beginning or end of a duty period, that segment will not be considered part of a duty period for purposes of calculating IROP pay.
- c) LCR and SCR RDPs, company business, and training events will not be considered part of a duty period for purposes of calculating IROP pay.

10. Drug/Alcohol Testing Credit:

- a) An ITM will receive 0.5 hours of credit if he/she is required to take a random drug and/or alcohol test at the end of his/her duty period.
- b) This credit will be paid at the ITM's base rate, is not eligible for Incentive Pay, and will not count toward the 80-hour threshold when calculating Incentive Pay.

11. Parking Reimbursement:

- a) An ITM who is enrolled in the flat-rate parking reimbursement program will receive an additional \$75 of taxable income for each bid period he/she is eligible for and enrolled in this program. See **Chapter 4—Base/Satellite Base and Getting to Work** for details.

12. Advisory Team and Focus Group Meetings:

- a) An ITM who has been selected to serve on an Advisory team or Focus Group will be paid a stipend of \$100.00 for in-person attendance at any Advisory Team or Focus Group meeting.
- b) An ITM that chooses to participate in an Advisory Team or Focus Group meeting via telephone will not be eligible for the stipend.

13. Military Reserve Duty:

- a) ITMs on military reserve will be paid the difference between their regular base pay and the pay received from service for

reserve military duty for up to 10 days per calendar year.

- (i) If a lineholder has scheduled flying for that month, he/she will be paid the difference between the value of his/her scheduled flying and the pay received from service for military duty. If the schedule for that month has not yet been awarded, each day of military reserve duty will be credited at 3.5 hours.
- (ii) If a reserve ITM is removed from scheduled reserve days for reserve military duty, each day up to the 10-day maximum will be credited at 3.5 hours, up to the 75-hour monthly guarantee. If the reserve ITM exceeds 75 hours of actual flying, no additional credit will be paid.
- b) ITMs are expected to provide proof of military compensation and information regarding military pay practices and procedures upon request, to permit the Company to properly coordinate pay. ITMs are also expected to follow all notification and other procedures required by company policy and applicable law.

J. SPECIAL ASSIGNMENT PAY

1. General

- a) An ITM will be considered to be on special assignment if he/she is primarily working in a capacity other than an ITM or ITL for 16 or more consecutive days during a bid period.
- b) If an ITM works in a capacity other than an ITM or ITL for 15 or fewer consecutive days during a bid period, each day actually worked will be considered Company Business rather than Special Assignment, and will be paid in accordance with Section H of this Chapter.
- c) An ITM who is scheduled to be on special assignment will not be eligible to bid for that bid period.
- d) If an ITM is placed on special assignment after the schedules for that bid period have been published, he/she will not receive pay protection for the pairings removed from his/her schedule.

- e) ITMs on special assignment will not be eligible for Incentive Pay for the applicable bid period(s).
- 2. Operational Special Assignment:
 - a) An ITM will be on Operational Special Assignment if he/she works at the Virgin Village for 16 or more consecutive days.
 - b) An ITM on Operational Special Assignment will have a bid line guarantee of 125 hours, payable at his/her base rate of pay. If the assignment is for less than the entire bid period, but 16 or more consecutive days, then this guarantee will be prorated based upon the length of the special assignment.
 - c) Any credits during the bid period will count towards this 125-hour guarantee, and not be paid in addition to the guarantee. This includes (but is not limited to): pairing credits, sick, vacation, and personal days.
- 3. Non-Operational Special Assignment:
 - a) All other special assignments for 16 or more consecutive days will be considered a non-operational special assignment.
 - b) An ITM on non-operational special assignment will be paid an adjusted hourly rate for all special assignment hours worked during the bid period. The regular special assignment rate will be calculated by multiplying the ITMs/ITL's base rate of pay by a factor of 0.78. Any pay rules applicable to the special assignment will be outlined at the time of the assignment.
 - c) Generally, absence special circumstances, ITMs on non-operational special assignment are not able to pick up pairings via Open Time or the Trade Board, unless approved by the InFlight Base Manager or designee. If the ITM is approved to pick up pairings, the ITM must contact the CSS Manager or CSS Lead to ensure he/she is legal to work those pairings.
 - d) If an ITM/ITL on non-operational special assignment works a pairing, he/she will be credited and paid for actual block hours flown only, at his/her ITM/ITL base rate of pay, as

well as any per diem earned.

- e) An ITM on non-operational special assignment will not be eligible for the flat-rate parking reimbursement described in **Chapter 4—Base/Satellite Bases and Getting to Work** for any bid period he/she is on special assignment.
- f) If a holiday falls during an ITM's non-operational special assignment, the ITM will be eligible for holiday pay that is applicable to the department in which he/she is working for during the special assignment.
- g) If an ITM has approved paid time off while on non-operational special assignment (including sick, vacation, personal days, jury duty, and bereavement), these days will be paid as follows:
 - (i) Approved sick, jury duty, and bereavement days will be credited up to 6.25 hours for each day, which will be paid at the ITMs base rate.
 - (ii) Approved personal days and vacation days will be credited at 3.5 hours, and paid at the ITMs base rate. An ITM may elect to use two (2) vacation or personal days during the same calendar day; in this event the ITM will be credit with a total of 7.0 hours of vacation or personal day hours for that day.
 - (iii) Approved catastrophic sick days will be credited at 3.5 hours and paid at the ITM's base rate of pay.

K. INITIAL TRAINING PAY

1. An ITM in initial new hire training will be paid \$1,400 per month. This pay will be prorated for partial months of initial training.
2. After successfully completing initial training, the ITM will be eligible for the reserve guarantee described in section D. The guarantee will be prorated beginning with the day after graduation from initial new hire training, through the end of the bid period.

L. PAY SCHEDULE

1. An ITM will be paid on the last calendar day of each month (“month-end check”) and the 15th of the following month (“mid-month check”) for all work performed during a bid period. When a pay date falls on a weekend or holiday, the ITM will be paid on the preceding business day.
2. Following completion of initial new hire training, ITMs will be paid as follows:
 - a) ITMs will be paid 37.5 hours of credit, at the ITM’s base rate, on the month-end check. If an ITM is not available for the entire bid period, or is projected to have fewer than 37.5 total credit hours for the bid period, the ITM will be paid for actual credit hours earned from the 1st through the 15th day of the bid period.
 - b) ITMs will be paid all remaining credit hours for that bid period, as well as any additional earnings due (as described in Section I above), in the mid-month check the following month.
3. ITMs in initial new hire training will be paid for earnings from the 1st through the 15th of the bid period in the month-end check. Earnings for training from the 16th through the last day of the bid period will be paid on the mid-month check in the following month.

CHAPTER 11—GETTING TRAINED

A. TRAINING—IN GENERAL

Virgin America will provide ITMs with a regularly occurring curriculum of study and training, which all ITMs will be required to complete. Such study and training programs for initial qualification, recurrent qualification and re-qualification shall be consistent with the latest developments in the industry and FAA-approved.

B. BIDDING FOR TRAINING

1. The Company will schedule all required training.
2. For Recurrent Training, the following rules will apply:
 - a) The number of ITMs allowed in each training class shall be set by the Corporate Learning Department.
 - b) An ITM will be eligible to bid for and attend Recurrent training during his/her base month. Typically, the base month is the calendar month in which the ITM graduated from training. With approval, ITMs may be allowed to attend Recurrent training during the pre month (month prior to base month) or the grace month (month following base month), with the exception of the last scheduled Recurrent class of the grace month.
 - c) Bidding for each month's training events will be held during the 2nd calendar month prior to the month of the training event (e.g., bidding for May training events will be held in March). Crew Planning will notify all ITMs who are eligible to bid for training during the applicable month.
 - d) ITMs may bid for Recurrent training according to ITM Seniority. An ITM will not be awarded a training date that conflicts with any pre-assigned activities, including vacation or other training, that are known at the time the training is awarded
 - e) An ITM who does not bid for a training event, or who bids for an insufficient number of dates based on his/her seniority, shall be assigned to an available training date

- following the training bid award.
- f) Awarded Recurrent dates will be placed on the ITM's schedule as a planned absence, which will have priority over any PBS awarded flying for the month. The credit value of each training day will count as pre-assigned credit during the award process, which will count towards the minimum and maximum credit hours to be awarded.
3. Once training is awarded, an ITM may ask to trade his/her training date. The date trade request must be received by the Corporate Learning Department at least seven (7) days prior to the ITM's originally scheduled Recurrent date. Trades will not be permitted if any of the following apply:
 - a) The Recurrent class is at maximum capacity.
 - b) Company-provided, required hotel and flight accommodations are not available.
 - c) The trade conflicts with scheduled flying.
 - d) The trade conflicts with operational needs.
 - e) The trade will result in a violation of FARs or any InFlight Work Rules.
 4. An ITM with Dequalification (Dequal) status must follow the appropriate Requalification process as per the IFTM 02.04.01.01 (InFlight Training Manual) prior to being allowed to operate as an ITM or bid for flying.

C. TRAVEL TO AND FROM TRAINING

1. ITMs who are awarded a satellite base will also have unpaid travel dated (BTV) placed on their schedule the day prior to and the day after the training event. The BTV code may not be removed to pick up additional flying from the satellite base.
2. ITMs awarded/assigned a base other than SFO will be provided with Positive Space transportation from that base to/from SFO for all company-required training and events/meetings. Positive Space will not be given to/from other Virgin America cities.
3. ITMs at satellite bases are responsible for their own transportation to/from SFO for regulatory training. Positive space transportation from the satellite base to/from SFO will

only be provided for company-required training that is non-regulatory (e.g. Refresh).

D. REST SURROUNDING TRAINING EVENTS AND COMPANY BUSINESS

- 1. BID AWARD** - An ITM will not be awarded a pairing if it results in less than nine (9) hours of rest following any company business, including training events and meetings, or scheduled travel to or from such events.
- 2. REST PRIOR TO TRAINING** - In the event an ITM completes a duty period no less than eight (8) hours before a scheduled training event, the ITM may, at his/her option, request to have this training rescheduled, as long as there is no potential of lapse in currency of qualifications. An ITM who elects this option will not receive pay protection for the dates missed, and training will be reassigned at the Company's discretion.
- 3. REST FOLLOWING TRAINING** – After a training event, the ITM must have nine (9) hours minimum rest prior to working a flight assignment.

E. ATS/ITL UPDGRADES AND TRAINING

- 1.** There may be opportunities for ITMs to upgrade to InFlight Team Leader (ITL) or Air Transportation Supervisor (ATS) positions as they become available.
 - a) ITL description:
 - (i) Provides a leadership role for all aspects of cabin safety and guest service delivery for each flight.
 - (ii) Requires a minimum one-year commitment and minimum of six months experience as a Virgin America ITM .
 - b) ATS description:
 - (i) Supports New Hire ITMs as they transition from InFlight Training to the ITM role.
 - (ii) Serves as a mentor, coach and role model to ITMs and ITLs.
 - (iii) Conducts IOEs, Service Flights, cabin safety audits and follow-up observation ride(s).

- (iv) Completes official reports and required FAA documents in a timely and accurate manner.
 - (v) Performs normal ITL duties when not operating as an ATS.
 - (vi) Requires a minimum two-year commitment and one year of experience as a Virgin America ITL.
2. Upon successful completion of ITL or ATS training, the Teammate will be eligible to bid/fly for that qualification.

F. RECURRENT TRAINING

1. Recurrent training is the training category for crewmembers who have been previously trained and qualified by Virgin America, who will continue to serve in the same duty position and aircraft type, and who must receive recurrent training and/or competence checks within an appropriate eligibility period to maintain currency.
2. Recurrent training must ensure that each ITM is adequately trained and currently proficient with respect to the type of airplane (including differences training, if applicable) and crewmember position involved.
3. Any person who serves as a crewmember must successfully complete recurrent training and a competence check every 12 calendar months.

G. REQUALIFICATION TRAINING

1. Training category for crewmembers who were previously trained and qualified, but who have become disqualified due to not having met within the required period the recurrent training requirements or the proficiency check requirements.

H. TRAINING WHILE ON SPECIAL LEAVE OF ABSENCE (SLOA)

1. ITMs are required to maintain current qualification while on SLOA.
2. If an ITM is awarded a Special Leave of Absence (SLOA) during their base month, the ITM will be required to attend Recurrent during either:

- a) The base month; or
 - b) The pre month (month prior to base month) or;
 - c) The first two (2) weeks of the grace month (month following base month)
- 3.** If an ITM is awarded a Special Leave of Absence (SLOA) during the base month and then extends the SLOA into the grace month, the ITM will be required to attend Recurrent during:
- a) The base month or;
 - b) The first two (2) calendar weeks of the grace month
- 4.** If an ITM does not attend Recurrent during the pre/base/grace months, which results in a lapse of qualification, the ITM will Dequalify and will not be allowed to operate as an ITM or bid for flying.
- a) An ITM with Dequal status must follow the appropriate Requalification process per the IFTM 02.04.01.01 (InFlight Training Manual) prior to being allowed to operate as an ITM or bid for flying.
 - b) An ITM with Dequal status will not be pay protected for missed flying.

CHAPTER 12—GETTING INVOLVED

A. INFLIGHT ADVISORY AND FOCUS GROUPS

1. ADVISORY TEAMS

- a) Virgin America works with a number of ITM advisory groups as one of the Company's means of collecting and communicating ideas, questions and concerns between ITMs and Leadership. Advisory teams and focus groups that fall within the scope of the Company's advisory team program are created based on ITM recommendations and are a great way for ITMs to get involved. They consist of ITMs who are elected by their co-workers to serve set terms, along with appropriate representatives from Leadership and a designated facilitator(s). All ITMs are encouraged to participate.
- b) Each advisory team focuses on a designated topic or subject area, which is set forth in a charter for that team. For example, the Work Rules Advisory Team was formed as an advisory team that is dedicated to clarifying and updating the InFlight Work Rules. Some advisory teams and focus groups are department-specific; others, such as the Hotel Advisory Team, involve multiple departments.
- c) InFlight Advisory Teams include:
 - (i) Work Rules Advisory Team
 - (a) The Work Rules Advisory Team strives to clarify Work Rules to ensure they are straightforward and easy to understand for frontline ITMs, while bringing forward constructive recommendations on revisions to the Work Rules that make sense for ITMs, Guests, and the Company's operational needs.
 - (ii) Scheduling Advisory Team
 - (a) The InFlight Scheduling Advisory Team provides crew perspective in all scheduling procedures, assists ITMs with bidding, and provides feedback from ITMs in regards to trips, lines, layovers, and

bidding. These ITMs gain a wide perspective on the scheduling and bidding process, as well as the reasons behind these procedures.

(iii) Service Advisory Team

- (a) The Service Advisory Team provides crew perspective in all service procedures, galley provisioning, and product initiatives. This is a great opportunity to gain a wide perspective on the catering operation and reasons behind services procedures, while working closely with the Catering department, LSG, and other vendors.

(iv) Uniform & Appearance Advisory Team

- (a) The Uniform & Appearance Advisory Team works to help develop and maintain professional, user-friendly uniforms for our frontline ITMs. The Uniform & Appearance Advisory team acts as a role model for uniform and appearance standards, assists in new hire fittings, uniform demonstrations, and acts as a liaison between ITMs and leadership in regards to uniform standards.

(v) Hotel Advisory Team

- (a) The InFlight Hotel Advisory Team strives to ensure that your overnight can be as relaxing, convenient, and desirable as possible. This team works closely with CSS, InFlight Leadership, our travel vendor, and Virgin America crewmembers to establish long-term relationships with high quality hotels that meet and exceed the needs of our ITMs.

- d) ITMs who serve on advisory teams are compensated in accordance with **Chapter 10—Getting Paid**.

2. ADVISORY TEAM ELECTIONS

- a) InFlight Advisory Team elections will be held every six (6) months to allow ITMs the opportunity to participate in each of the advisory teams. ITMs will nominate themselves in order to run in an election.
- b) An ITM may only run for one (1) advisory team at a time in

an election.

- c) An ITM may only serve on one (1) advisory team at a time.
- d) Once elected, members must be able to commit to a twelve (12) month term, with the possibility of one extension for an additional six (6) months. Current advisory team members may be asked to remain in their positions for an additional six (6) months to assist with newly elected members.

3. ADVISORY TEAM ELIGIBILITY

- a) In order to participate on an advisory team, members must meet the following requirements:
 - (i) At least (3) months of InFlight seniority by the self-nomination closing date.
 - (ii) Must be in good standing (i.e., not on an active PIP).
 - (iii) Must be willing to commit to and attend all advisory team meetings.
 - (a) Since Advisory Team Meetings pay a flat stipend as opposed to credit hours, these meetings will not count as pre-assigned credit.

4. FOCUS GROUPS

- a) Occasionally, Virgin America will solicit volunteers to sit on brainstorming focus groups dedicated to allowing individuals to express their personal suggested ideas or opportunities for improving Virgin America as a company. Further information will be provided at the time a particular focus group is formed, and all ITMs are encouraged to participate.
- b) ITMs who serve on focus groups are compensated in accordance with **Chapter 10—Getting Paid**.

B. VIRGIN AMERICA'S PEER REVIEW PROGRAM

- 1. Virgin America is proud to have instituted a Peer Review Process, which allows ITMs to appeal certain types of corrective action and have those appeals heard by a panel of their peers, who have the authority to make final and binding decisions. This dispute resolution program is in addition to Virgin

America's Open Door Policy, which encourages ITMs to raise concerns directly with their team leader for resolution. For more information on the Peer Review Process, including details on what types of corrective action are eligible for appeal, please refer to the Peer Review process guide on VX Connect or contact a People Team representative.

C. VIRGIN AMERICA'S RULEBOOK DISPUTE RESOLUTION (RDR) PROGRAM

1. The RDR Program provides ITMs with an avenue to raise potential violations of the InFlight Work Rules, as well as incidences of fatigue, and have their concerns investigated and resolved by a trained panel of ITMs. Of course, crewmembers can, and should continue to also raise their concerns directly with their leadership as outlined in **Chapter 6—Lineholder Bidding**.
2. For more information, including details on what types of issues are eligible for appeal please refer to the Rulebook Dispute Resolution process guide on VX Connect.

CHAPTER 13—VX LEGAL AND SAFETY PROGRAMS

A. LEGAL REPRESENTATION

The Playbook sets forth Virgin America’s legal representation policy, which states that the Company will select and provide qualified counsel at no cost to the ITM in the following proceedings that arise out of the normal course and scope of your employment:

- Litigation brought by a guest involving acts arising out of the course and scope of your employment; and
- Other regulatory proceedings arising out of the course and scope of your employment.

The policy applies in all actions where you acted in good faith and in a manner you reasonably believed to be in or not opposed to the best interests of the Company, with no reasonable cause to believe your conduct was unlawful. Legal representation will not be provided in cases where the team member has violated Virgin America’s Anti-Drug and Alcohol Misuse and Prevention Policy or has engaged in conduct that involves criminal activity, unlawful harassment or discrimination, intentional falsification, or gross negligence or willful misconduct.

B. INDEMNIFICATION

In accordance with California Labor Code Section 2802, Virgin America will indemnify ITMs for all necessary expenditures or losses the ITM incurs in direct consequence of the performance of his/her duties, or of his/her obedience to Company directions, even though unlawful, unless the ITM, at the time of obeying the directions, believed them to be unlawful.

C. INFLIGHT INCIDENT REPORT (IIR) PROGRAM

The InFlight Incident Report (IIR) is used to report and document irregular events or incidents involving safety, security, operations or guest relations that occur involving the

InFlight Department.

Please refer to the IFM 08.08 for specific information on this program.

APPENDIX A: THE VIRGIN AMERICA INFLIGHT PAY RATES

Years of Service	ITM	ITL
	Base Rate	Base Rate
During 1st year	\$20.00	\$23.00
Upon 1 year	\$23.00	\$26.45
Upon 2 year	\$25.00	\$28.75
Upon 3 year	\$26.00	\$29.90
Upon 4 year	\$28.00	\$32.20
Upon 5 year	\$29.00	\$33.35
Upon 6 year	\$30.00	\$34.50
Upon 7 year	\$31.00	\$35.65
Upon 8 year	\$32.00	\$36.80
Upon 9 year	\$33.00	\$37.95
Upon 10 year	\$33.00	\$37.95
Upon 11 year	\$33.00	\$37.95

APPENDIX B: RAINMAKER PAY CODES

Rainmaker	ADP Description	Comments
Sum of Below Buckets will be included in "Credit Hours Due", shown at the top of your Rainmaker report		
7	Regular	Actual block hours flown
Dhead		Deadhead credit
MinDP		Min duty period: Difference between 3:30 & actual block/DH
DayOff		Delay causing arrival after 01:00 on day off
Resrv		Airport reserve
PAYPR		Pay Protection (lineholders only: on "bid line guarantee" revision ONLY)
Misc		Miscellaneous
MeetGuar	Meet Guarantee	Difference between "Total" lines on Bid Line Guarantee & Actual Hours reports
TRAIN	Training Hours	Recurrent, upgrade, and refresh training
INIT	New Hire	Initial new hire training
CBUS	Office Day	Company business/office days, peer review
SA_RG	Spec Assn Reg	ITM/ITL on "non-operational special assignment" (regular hours)
SA_OT	Spec Assn OT	ITM/ITL on "non-operational special assignment" (overtime hours)
VAC	Vacation Pay	Vacation time (actually taken)
VACPO		Vacation time "paid out"
Pday	Personal Day	Personal days
SICK	Sick Pay	Paid Sick & FMLA days
Wcomp		Paid worker's comp days
SickAdj		Adjust sick pay if sick bank not enough to cover total of Sick+Wcomp buckets
CATSK	Cat Sick	Catastrophic Sick
CatAdj		Adjust if Cat sick bank is not enough to cover total of CatSk bucket
BVMT	Bereavement	Bereavement
JURY	Jury Duty	Jury Duty

Buckets for hours payable at a rate different from your base rate. Note: these hours will show twice.

- (1) As "Regular" on ADP earnings statement, payable at your "base rate" (Block, Dhead, or MinDP on Rainmaker).**
- (2) As the applicable bucket/description below, for the amount of the adjustment only.**

Example: ITM has base rate of \$20/hour, and works 20 hours as ITL. The hours will first be included in regular hours, payable at the base rate of \$20/hour; they will also be paid under the "ITL" description at \$5/hour (base rate x 0.15)

FAADJ	ITM Adjustment	ITL flying as ITM ("negative" adjustment on check, due to the lower pay rate)
ITL	ITL Adjustment	Additional 15% for ITM flying as ITL, actual block hours flown
HOL	Holiday	Additional 50% for flying on holiday (Thanksgiving, Christmas, New Year's)
PREM	Premium/OA	Additional \$10/hr premium for ITM/ITL
INCNT	Incentive Pay	Additional 25% incentive pay for eligible hours > 80

Additional credit/earnings: paid above both the line guarantee and actual hours, so are not be included in the "credit hours due" amount on Rainmaker, but they will be included on the ADP earnings statement.

PD_TX	Txbl Per Diem	Taxable per diem
PD_NT	Nontax Perdiem	Non-taxable per diem
Trnsp	Sim Trans Reimb	Simulator training-transportation stipend
AdvTm	ADV Team Meeting	Advisory team meeting (\$100 stipend)
GrHld	Grnd Hld Pay	Ground hold or IROP (over 16 hr duty day) for ITM/ITL (\$15/hour)
Park	Air Comm Park	Parking flat-rate reimbursement (\$75, if enrolled in reimbursement)
DrTst	Drug Test Pay	DOT Drug test pay (0.5 hours of pay)
MscErn	Retro/Misc Pay	Miscellaneous & past due earnings

APPENDIX C: SABRE CREWTRAC TRANSACTION CODES

<u>Paid Absences & Days Off</u>							
<u>BRV</u>	<u>Bereavement</u>	<u>JDY</u>	<u>Jury Duty</u>	<u>SAB</u>	<u>Sick Away from base</u>	<u>VAC</u>	<u>Vacation</u>
<u>CAT</u>	<u>Catastrophic Sick</u>	<u>MDP</u>	<u>Paid Medical Leave</u>	<u>SCK</u>	<u>Paid Sick</u>	<u>WCP</u>	<u>Paid Worker's Comp</u>
<u>FMP</u>	<u>Paid FMLA</u>	<u>PDA</u>	<u>Personal Day</u>	<u>SNN</u>	<u>Sick < 2 hrs notice</u>	<u>VPO</u>	<u>Vacation Pay Out</u>

<u>Unpaid Absences* & Days Off</u>							
<u>FMU</u>	<u>Unpaid FMLA</u>	<u>NCO</u>	<u>No contact</u>	<u>SHP</u>	<u>Stuff Happens Pass</u>	<u>USK</u>	<u>Unpaid sick</u>
<u>FTG</u>	<u>Fatigued</u>	<u>NSH</u>	<u>No call/no show</u>	<u>SLA</u>	<u>Special Leave of Absence</u>	<u>VDO</u>	<u>Virgin Day off</u>
<u>GDO</u>	<u>Guaranteed days off after vacation</u>	<u>PLV</u>	<u>Parental leave (baby bonding)</u>	<u>TRM</u>	<u>Separation from employment</u>	<u>WCU</u>	<u>Unpaid Worker Comp</u>
<u>LOA</u>	<u>Leave of Absence</u>	<u>OFF</u>	<u>Day off</u>	<u>UAV</u>	<u>Unavailable</u>	<u>WTF</u>	<u>Willing to fly status</u>
<u>MED</u>	<u>Unpaid Med Leave</u>	<u>REF</u>	<u>Refused assignment</u>	<u>UBR</u>	<u>Unpaid Brvmt</u>	*This list may not include all unpaid absence codes	
<u>MIL</u>	<u>Military Leave</u>	<u>RLS</u>	<u>Release from LOA/return to work</u>	<u>UPD</u>	<u>Expected LOA update</u>		

Company Displacements & Drops

<u>CXL</u>	<u>Cancelled flight</u>	<u>DRA</u>	<u>Displaced & reassignable</u>	<u>NQU</u>	<u>Not Qualified</u>		
<u>DNP</u>	<u>Displaced – not pay protected</u>	<u>DRL</u>	<u>Displaced & released</u>				

Reserve, company business, training, misc. duty codes

<u>ATM</u>	<u>Advisory team meeting</u>	<u>ITR</u>	<u>Initial new hire training</u>	<u>RSA</u>	<u>AM reserve</u>
<u>BTV</u>	<u>Unpaid travel to base</u>	<u>LCR</u>	<u>Long-call reserve</u>	<u>RSP</u>	<u>PM reserve</u>
<u>CBS</u>	<u>Company business (paid)</u>	<u>OFC</u>	<u>Office duty (unpaid)</u>	<u>SDT</u>	<u>Same day travel to/from training</u>
<u>DDT</u>	<u>Different day travel to/from training</u>	<u>PRV</u>	<u>Peer Review</u>	<u>SNG</u>	<u>Show/No-Go</u>
<u>DEX</u>	<u>Duty Day Extension</u>	<u>RFR</u>	<u>Refresh training</u>	<u>SOL</u>	<u>Non operational Special Assignment (overtime)</u>
<u>EXM</u>	<u>Min day credit Exempt</u>	<u>RGS</u>	<u>Recurrent ground school</u>	<u>SPL</u>	<u>Non operational Special Assignment (regular)</u>
<u>ILC</u>	<u>Ignore late check-in</u>	<u>RRR</u>	<u>Airport reserve</u>	<u>TLT</u>	<u>ITL Training Course</u>

APPENDIX D: CALENDAR OF BID DATES

1 PBS bid opens @2000 SFO LOCAL	2	3	4	5	6	7 PBS bid closes @ 0900 SFO LOCAL
8	9	10 PBS bid awards published @ 2000 SFO LOCAL	11	12 Open Time trades start @ 0900 SFO LOCAL Reserve bid opens @ 2000 SFO LOCAL	13	14
15	16	17 Reserve bid closes @0900 SFO LOCAL	18 Reserve bid awards published @2000 SFO LOCAL	19	20	21
22 ITMs can pick up ITL pairings from their own base/satelli te base@0900 SFO LOCAL	23 ITMs and ITLs can pick up out of base pairings @0900 SFO LOCAL	24	25 ITMs can request to split trip through FLICA @0900 SFO LOCAL	26	27	28 Reserves can submit CMF/CML preferences through FLICA until 2359 SFO LOCAL
29	30	31				

***Bidding Parameters**

Minimum Credit Threshold = 70:00

Maximum Credit Threshold = 100:00

**** Questions or Concerns? Contact Cici Mui or James Goodell.**cici.mui@virginamerica.com or james.goodell@virginamerica.com (650.762.7180)

APPENDIX E: VIRGIN AMERICA BENEFITS OVERVIEW AND LEAVE **BENEFITS OVERVIEW CHART**

Virgin America Benefits Overview

Virgin America is proud to offer Teammates a comprehensive package of benefits. This benefits package includes benefits such as the following:

- Medical, dental, vision and life benefits;
- 401(k) retirement benefits with a Company match;
- Vacation days, personal days and sick benefits;
- Short and long term disability benefits;
- A variety of leaves of absence benefits and other time off;
- Virgin America Teammate Assistance Program (VATA);
- Employee Assistance Program (EAP);
- Travel privileges;
- Care to Share; and
- VFit benefits.

For a complete listing and more detailed overview of benefits for which ITMs may be eligible, please consult The Playbook. You can also call a Benefits Team representative or visit the Benefits page on VX Connect for more information.

Leave Benefits Overview Chart

Virgin America offers a variety of extended leave benefits to ITMs. The rules governing the usage of travel privileges, the usage and accrual of vacation and personal days, the interplay with sick benefits, and the continuation of health insurance coverage varies depending on the leave and in accordance with applicable law. The following chart provides a brief overview for each leave. For additional information, please contact your People Team representative.

Leave Type	Seniority Accrual and Retention	Travel Privileges	VAC and PDA Accrual	VAC and PDA Retention	Payable by VAC and PDA	Payable by Sick time	VX Contributes to Health Insurance
Military	Accrued and retained for duration.	Stand-by travel on VX only. ¹	No	Yes	Yes, optional.	No	Yes, for up to 1 year.
(FMLA) Family and Medical	Accrues for up to 1 year; retained for duration.	Stand-by travel on VX only.	No	Yes	Yes, optional.	Yes	Yes, for up to 1 year.
(CFRA) CA Family Rights Act	Accrues for up to 1 year; retained for duration.	Stand-by travel on VX only.	No	Yes	Yes, optional.	Yes	Yes, for up to 1 year.
(PDL) CA Pregnancy Disability	Accrues for up to 1 year; retained for duration.	Stand-by travel on VX only.	No	Yes	Yes, optional.	Yes	Yes, for up to 1 year.
Medical	Accrues for up to 1 year; retained for duration.	Stand-by travel on VX only	No	Yes	Yes, optional.	Yes	Yes, for up to 1 year.
Workers' Comp.	Accrued and retained for duration.	Stand-by travel on VX only.	No	Yes	Yes, optional.	Yes	Yes, for duration of leave.
Special Leaves of Absence (SLOAs)	Accrues and retained for duration.	All (including OAL jumpseat travel)	No	Yes.	Yes, optional.	No	Yes, for duration of leave.

¹ "Stand-by travel on VX only" is also intended to communicate that other travel privileges (positive space, buddy pass, fan fare, OAL) are not available during the leave.

APPENDIX F: THE VIRGIN IMAGE-UNIFORM & APPEARANCE STANDARDS

A. UNIFORMS & APPEARANCE—GENERAL

1. ITMs are required to adhere to the Uniform and Appearance Standards as set forth in the Style Guide. Failure to adhere to these standards may result in corrective action, up to and including separation from employment.
2. Uniforms will be provided to InFlight ITMs during training. ITMs that transfer into InFlight from other departments at Virgin America will be provided uniforms during training on an as-needed basis.
3. ITMs are required to use and carry current Virgin America issued logo bags and luggage when flying. If an ITM is in need of a temporary loaner or replacement piece of luggage and none are available, the Uniforms Supervisor, InFlight Base Manager, or InFlight Supervisor must approve the temporary piece of luggage before it may be used.
4. ITMs are responsible for reading, knowing, and complying with the standards, guidelines and policies set forth in the Uniform Style Guide during their employment with Virgin America.
5. Because Virgin America cannot anticipate every issue that may arise during an ITM's employment, if an ITM has any questions regarding any of Virgin America's standards, guidelines and policies, he/she should consult a member of the InFlight Leadership team.
6. **Upon separation of employment, a ITM must return the following items to his/her immediate Supervisor:**
 - a. Virgin America Identification
 - b. Known Crewmember
 - c. Security Identification Display Area badge/ SIDA (if applicable)
 - d. Manual/Guest Communications Booklet
 - e. All company issued uniform pieces
 - f. Company issued crew luggage

B. UNIFORM ALLOTMENT & ALLOWANCES

1. When an ITM is hired, he/she is issued a set of uniform pieces and luggage paid for by Virgin America. After one (1) year of service, the ITM is entitled to an annual allotment toward the purchase of new uniform pieces, as set by the Company. Additional pieces may be purchased by ITMs at their discretion.
2. In addition, all uniformed ITMs are entitled to a monthly stipend for uniform cleaning and incidentals, as set by the Company.
3. Please contact a member of InFlight Leadership for questions about the current annual allotment or monthly stipend.

APPENDIX G: SERVICE STANDARDS

Virgin America service standards are established by the Catering department in conjunction with InFlight Leadership and the InFlight Service Advisory Team. ITMs will be required to adhere to the Virgin America guest service standards and catering procedures as set forth in the Service Standards document issued by InFlight Leadership.

This document can be found on VX Connect.

APPENDIX H: USEFUL FORMS FOR INFLIGHT

Form	Location
1. Cabin Discrepancy Coupon (CDC)	Village, VX Connect
2. Crew Position Form	Village, VX Connect
3. IOE Checklist and IOE Record	Village, VX Connect
4. ITL Entrée and Drink Order sheet	Village, VX Connect
5. Notice to Cease	Village, VX Connect
6. Virgin America Luggage Repair Form	Village, VX Connect
7. ITL Cheat Sheet	Village, VX Connect
8. CoMail Envelopes	SFO V-File room, Villages
9. Med-Link Forms	SFO V-File room, Villages
10. Menu descriptions	Village Bulletin Boards

APPENDIX I: INFLIGHT RESOURCES CONTACT LIST**San Francisco International Airport**

Employee Parking	650.821.0614
SFO Police (Emergency)	650.876.2323
SFO Police (Non-Emergency)	650.876.2424

SFO Village Contacts

SFO InFlight Supervisor Duty Cell (urgent same day issues affecting the operation)	650.218.6810 (Mobile)
John Stout InFlight Manger john.stout@virginamerica.com	650.763.5118 (Office)
Aladdin Nabulsi InFlight Manager aladdin.nabulsi@virginamerica.com	650.763.5117 (Office)
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Chris Barone InFlight Supervisor christopher.barone@virginamerica.com	650.763.5053 (Office)

Paul Cabrera InFlight Supervisor paul.cabrera@virginamerica.com	650.763.5138 (Office)
Daniel Montgomery InFlight Supervisor daniel.montgomery@virginamerica.com	650.763.5121 (Office)
Dolfie Enriquez InFlight Supervisor dolfie.enriquez@virginamerica.com	650.763.5144 (Office)
InFlight Administrative Assistant	650.763.5100 (Office)
SFO Virgin Village Fax	650.763.5116

LAX Village Contacts

LAX DUTY PHONE	650.219.8464 (Mobile)
Mya Tebeau InFlight Manager mya.tebeau@virginamerica.com	310.846.1238/Ext. 2040 (Office)
Susan Derrick InFlight Supervisor (LAX) susan.derrick@virginamerica.com	310.846.1236/Ext. 2039 (Office)
Rio Gaines InFlight Supervisor (LAX) rio.gaines@virginamerica.com	310.846.1222/ Ext. 2035 (Office)
Hasan Shakoor InFlight Supervisor (LAX) hasan.shakoor@virginamerica.com	310.846.1227/ Ext. 2017 (Office)

JFK Village Contacts

JFK DUTY CELL	650.235.5530
Shemeka Watson shemeka.watson@virginamerica.com InFlight Supervisor (JFK)	718.751.3169 (Office)

InFlight Leadership HQ

Val Jenkins Director of InFlight valerie.jenkins@virginamerica.com	650.762.7130 (Office)
Rob Gallagher Manager, InFlight Catering rob.gallagher@virginamerica.com	650.762.7192 (Office)
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Kevin Young Analyst, Catering Operations kevin.young@virginamerica.com	650.762.7020 (Office)
Manager, Guest Experience Learning	650.762.7191 (Office)
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Helen Cleary Manager, Cabin Safety & Compliance helen.cleary@virginamerica.com	650.762.7039 (Office)
Damian Wainschtein Specialist, Policies & Procedures damian.wainschtein@virginamerica.com	650.762.7260 (Office)
Manager, Uniform & Promotions	650.762.7314 (Office)
Dustin Benesch Manager, InFlight Finance dustin.benesch@virginamerica.com	650.762.7218 (Office)
Holly Medellin Nicola InFlight Policies Services Specialist holly.medellin@virginamerica.com	650.762.7144 (Office)

CSS & OCC InFlight Leadership

CSS / OCC	650.762.7200
Emily Kimmel InFlight Operational Lead Supervisor emily.kimmel@virginamerica.com occ.inflight@virginamerica.com	650.762.7003 (Office)
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John Maze InFlight Operational Lead Supervisor john.maze@virginamerica.com occ.inflight@virginamerica.com	650.762.7003 (Office)

InFlight ITM Advisory Teams

Scheduling Advisory Team	schedulingadvisoryteam@virginamerica.com
Work Rules Advisory Team	workrules.advisory@virginamerica.com
Hotel Advisory Team	hoteladvisoryteam@virginamerica.com
Uniform & Appearance Advisory Team	uniformadvisoryteam@virginamerica.com
Service Advisory Team	service.advisory@virginamerica.com

Headquarters

Catering	catering@virginamerica.com
Uniforms	uniforms@virginamerica.com
Aircraft Grooming	aircraftgroomers@virginamerica.com
Kerryn O'Connor Manager, Teammate Relations kerryn.oconnor@virginamerica.com	650.762.7115 (Office)
Jessie George Manager, Teammate Relations Jessie.george@virginamerica.com	650.762.7021 (Office)
Connie Russell Director, Compensation & Benefits connie.russell@virginamerica.com	650.762.7153 (Office)
Shauna Phillips-Kelly Benefits Coordinator – Worker's Compensation shauna.kelly@virginamerica.com	650.762.7035 (Office)/ 650.648.0592 Fax
Indu Ahluwalia Manager, Leave Administration indu.ahluwalia@virginamerica.com	650.762.7140 (Office)
Summer Linden Specialist, Leaves of Absence summer.linden@virginamerica.com	650.762.7251 (Office)
Robin Oxley Marquardt Manager, Benefits & Wellness (VFit) robin.oxley@virginamerica.com	650.762.7388 (Office)
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Team Travel team.travel@virginamerica.com	650.762.7373 (Office)
IT Help helpdesk@virginamerica.com	650.762.7100
Employee Assistance Program (EAP) www.AnthemEAP.com	800.999.7222
Employee Referrals	EmployeeReferral@virginamerica.com

APPENDIX J: EXAMPLES OF SENIORITY REQUIREMENTS FOR WORKING AS ITL

Example # (see below)	At check in, if your crew consists of:	Then the LD position must be worked by:
1	New hire temporarily slotted as LD, junior ITL, and a senior ITM	ITL must work as LD
2	New hire temporarily slotted as LD, and two ITLs	One of the ITLs, based on InFlight Seniority, must work as LD
3	New hire temporarily slotted as LD, and two ITMs	One of the ITMs, based on InFlight Seniority, must work as LD
4	New hire temporarily slotted as LD, another new hire, and an ITM	ITM must work as LD
5	Three new hires	Crew should decide who is most comfortable with working as LD. If the new hires cannot agree, the most senior new hire must work as LD
6	Reserve with 4+ months InFlight Seniority temporarily slotted as LD, ITL, and an ITM	ITL will have first preference. If ITL declines, InFlight Seniority determines who must work as LD
7	Reserve with 4+ months InFlight Seniority temporarily slotted as LD, and two ITMs	InFlight Seniority determines who must work as LD
8	ITM who picked up LD trip in Open Time, ITL, and another ITM	ITL will have first preference. If ITL declines, the ITM who picked up LD trip in Open Time must work as LD
9	ITM who picked up LD trip in Open Time, Reserve with 4+ months InFlight Seniority, and another ITM	ITM who picked up LD trip in Open Time must work as LD

1. At check-in, the crew consists of a new hire (with less than four (4) months of InFlight Seniority) temporarily slotted into the LD position, a junior ITL and a senior ITM. In this case, the LD position must be worked by the ITL and the new hire must work in the back.
2. At check-in, the crew consists of a new hire (with less than four (4) months of InFlight Seniority) temporarily slotted into the LD position, and two (2) ITLs working in the back. In this case, the LD position will be worked by one (1) of the two (2) ITLs in the back, based on their InFlight Seniority. If the senior ITL does not want to work LD, the junior ITL must take the position and the new hire must work in the back.
3. At check-in, the crew consists of a new hire (with less than four (4) months of InFlight Seniority) temporarily slotted into the LD position, and two (2) ITMs (each with more than four (4) months of InFlight Seniority) working in the back. In this case, the LD position will be worked by one of the two (2) ITMs in the back, based on their InFlight Seniority. If the senior ITM does not want to work LD, the junior ITM (with at least four (4) months of InFlight Seniority), must take the LD position so that the new hire will work in the back.
4. At check-in, the crew consists of a new hire (with less than four (4) months of InFlight Seniority) temporarily slotted into the LD position, another new hire, and an ITM with more than four (4) months of InFlight Seniority. In this case, the ITM with more than four (4) months of InFlight Seniority must work the ITL position so that the new hires will work in the back.
5. At check-in, the crew consists of three (3) new hire ITMs from the same class with less than four (4) months of InFlight Seniority. In this case, the crew should decide who is most comfortable with

working LD. If the new hires cannot agree, the most senior new hire must take the position.

6. At check-in, the crew consists of a reserve with more than four (4) months of InFlight Seniority temporarily slotted into the LD position, an ITL, and another ITM with more than four (4) months of InFlight Seniority. In this case, the ITL shall have first preference to work the LD position. If the ITL does not want to work the LD position, InFlight seniority of all three teammates will be used to determine who will work the LD position.
7. At check-in, the crew consists of a reserve with more than four (4) months of InFlight Seniority temporarily slotted into the LD position and two (2) ITMs both more than four (4) months of InFlight Seniority. In this case, InFlight Seniority will be used to decide who will work the LD position.
8. At check-in, the crew consists of an ITM lineholder with more than four (4) months of InFlight Seniority who picked up the LD position through Open Time, an ITL who both picked up the ITM position through Open Time, and another ITM. In this case the ITL will have first preference to work the LD position. If the ITL does not want to work the LD position, the ITM lineholder (with more than four (4) months of InFlight Seniority) who picked up the LD position through Open Time is required to fly the LD position.
9. At check-in, the crew consists of an ITM who picked up LD position in Open Time, a Reserve with more than four (4) months of InFlight Seniority, and another ITM. In this case, the ITM who picked up the LD position through Open Time is required to fly the LD position.

APPENDIX K: GLOSSARY

Airport Reserve (RRR) - An assignment of duty during which a reserve ITM is assigned to be available for flight duty for a specified period at the airport.

ATC—Air Traffic Control

Air Transportation Supervisor (ATS) - An InFlight Team Leader with additional responsibilities that include conducting service flights, IOEs, and observation flights. When present, the ATS is responsible for ensuring that new hires receive proper safety and service training onboard, and coordinates with the working ITL as necessary.

Base - A geographical city (airport) served by the airline where an ITM is officially assigned. Virgin America's base of operations is currently San Francisco (SFO). An ITM may be awarded or assigned alternate lines of flying which originate and conclude in airports other than San Francisco, but this will not change the ITM's assigned base unless the Company opens an additional base and communicates as such.

Base Rate of Pay - An ITM's hourly rate of pay, before application of any overrides for ITL, Premium Pay, or Holiday Pay. Base Rates of Pay are set forth in **Chapter 10—Getting Paid**.

Bid Line Guarantee - For lineholders, the total credit value of all pairings awarded in the monthly bid, and adjusted for changes made voluntarily by the ITM, including drops, trades, pick-ups, and unpaid absences.

Bid Month (Bid Period or Bid Line) - The period from the first day up to and including the last day of each calendar month of the year with the following exceptions: January, February, and March will each be considered a thirty (30) day bid period by including January 31 and March 1 in the February bid period. March will be a thirty one (31) day bid period in a leap year.

Block-In - The time at which aircraft parks at a gate or hard stand and the brakes are set.

Block-Out - The time at which aircraft moves (pushes back) from the gate or hard stand to taxi for flight.

Block Time – The time beginning when an aircraft blocks out for the purpose of flight and ending when the aircraft comes to a stop and engines are shut down at block-in.

Calendar Day - A twenty-four (24) hour period commencing at 0001 and ending at 2400 hours local time at a base or airport city.

Captain - A Company Pilot who has been designated by the Company to be in command of the aircraft, who has authority over all crew members while on flight duty and who is responsible for the manipulation of, or who manipulates, the flight controls of an aircraft while underway, including takeoff and landing of such aircraft. The Captain holds currently effective airman's certificates authorizing him/her to serve as a Captain.

Continuous Duty Overnight (CDO) – single duty period with a scheduled intervening break that does not constitute legal rest, but occurs over nighttime hours and for which hotel lodging is provided.

Credit Hours – All block hours, deadhead and soft time, paid time off (e.g., vacation, sick, etc.), administrative, company business and training hours for which an ITM receives compensation.

CSS – Crewmember Support Services (Crew Scheduling).

Displacement –Any modification to an originally published pairing(s) that is made by the Company after the distribution of the final bid awards. Please refer to **Chapter 7—Daily Schedule Adjustments** for detailed descriptions of each type of displacement.

Domestic Flying - The Company's operation between two (2) points within the forty-eight (48) contiguous states of the United States.

Duty Period - The time an ITM is considered on duty for the Company, which includes reporting, flight duty, debriefing, deadheading, and airport reserve duty.

First Officer – A Pilot who is second in command of the aircraft whose duty is to assist or relieve the Captain in the manipulation of the flight controls of an aircraft while underway, including takeoff and landing of such aircraft. The First Officer holds currently effective certificates authorizing him/her to serve as First Officer.

Greenwich Mean Time (GMT) – The standardized clock which reads the same time anywhere in the world. (Also referred to as Coordinated Universal Time (UTC)).

InFlight Seniority – InFlight seniority is adjusted seniority as per these Rules for ITMs who were employed by Virgin America outside the InFlight Department prior to joining the InFlight Department. (See **Chapter 1—Company and InFlight Seniority Systems.**)

Incentive Pay - Override paid to ITMs for any eligible credit hours over 80 in a monthly bid period.

International Flying - All flying other than domestic flying.

ITL - InFlight Team Leader. **Note:** For the purposes of filling the ITL position, an ITL is defined as an ITM who has been awarded an ITL schedule from the PBS award in the current month

ITM - InFlight Team Member.

LBT - Local Base Time.

Lineholder – A (non-reserve) ITM holding a line of pairings for the bid month.

Maximum Monthly Credit– The maximum credit value an ITM can obtain within the bid month, as set by the Manager of CSS and InFlight Leadership. The Maximum Monthly Credit is 135 hours within a bid period. Trades, adds, and swaps that exceed the Maximum Monthly Credit will not be approved.

Minimum Day Credit - The minimum credit and pay an ITM will normally receive for any single duty period in which an ITM has worked or deadheaded on at least one (1) flight. This credit is 3.5 credit hours.

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 hours within a bid period. Trades, drops, or swaps that drop an ITM below the Minimum Monthly Credit Requirement will not be approved.

Open Time—consists of pairings with one or more vacancies in the ITM or ITL positions.

Operational Assignment (OA) – A mandatory assignment during a day off or a deviation of an ITM's original schedule that results in a release time of more than four (4) hours beyond the originally scheduled release time.

Operations Control Center (OCC) – The central control center from where all flight operations are managed. Virgin America's Operational Control Center (OCC) is located at Virgin America's Headquarters in Burlingame, California. Within OCC are five (5) key operational departments. These departments include:

- Dispatch
- Air Traffic Control (ATC) Planning
- Crewmember Support Services (CSS)

- Maintenance Control
- Guest Services Support
- InFlight OCC Lead Supervisors

To reach any of these departments, you may call (650) 762-7200 (local) or (866) 488-7200 (toll free) and choose the option # for the desired department.

Pairing – A sequence of flight segments that begin and end at a base/satellite base.

Pilot – Includes Captain, Reserve Captain, First Officer, Reserve Officer, and Relief Officer (RO).

Preferential Bidding System (PBS) - The automated system which produces an ITM's monthly flight schedule based upon prioritized bid preferences.

Premium Pay – Override paid to ITMs who are operationally assigned or who work on days off under Willing to Fly (WTF), in accordance with **Chapter 10—Getting Paid**.

Reserve Availability Period (RAP) – A duty period during which a short call reserve ITM must be available to receive a flight duty assignment (a.k.a. Contactable Zone)

Reserve Duty Period (RDP) – A calendar day in which an ITM is assigned to long call or short call reserve.

Reserve Guarantee - The minimum credit guarantee shall be seventy-five (75) credit hours for each reserve ITM, provided the ITM was available for duty for the entire bid period and did not have any unpaid absences. If an ITM is not available for duty for the entire bid period or has unpaid absences, the ITM's minimum credit guarantee will be prorated for that month.

Reserve Line – A monthly schedule consisting of days (or periods) of pre-assigned reserve availability and days off.

Reserve Period – Time frame during which a reserve ITM may have pairings, airport reserve, or other duty periods scheduled for. A reserve period is not the same as an ITM's Contactable Zone (See also **Chapter 5—Our Reserve System**).

Satellite Base – An airport other than SFO, LAX and JFK (effective January 2014) from which pairings originate and end.

Service Year - The time period beginning on the ITM's date of hire (or anniversary date) and ending on the day before the ITM's anniversary date of the following year.

Soft Time - Any credit paid to an ITM, not including credit for actual block hours flown or paid time off. Soft credit includes (but is not limited to) deadhead pay, company business, administrative duty, training pay, displacement pay, and pay to meet daily and/or monthly guarantees.

Virgin Day Off - An awarded day off specified by a Reserve ITM to be a "priority" day off. Virgin Days off do not apply to Lineholders.

Virgin Village – An administrative office and crew lounge at designated airports utilized by ITMs for check-in, flight briefings and other work-related activities.

Willing to Fly/Will Fly (WTF)- A scheduling code used to indicate an ITM who has advised CSS in advance of his/her availability to fly on a day on which they are not assigned any duty. For more information, see **Chapter 5—Our Reserve System** and **Chapter 7—Daily Schedule Adjustments**.